Office of Chicago City Clerk

O2011-1036

Office of the City Clerk

Tracking Sheet

Meeting Date:	2/9/2011
Status:	Introduced
Sponsor(s):	Mayor Daley
Type:	Ordinance
Title:	Redevelopment agreement and issuance of mortgage revenue bonds for Community Housing Partners XV
Committee(s) Assignment:	Committee on Finance

FIN.

OFFICE OF THE MAYOR

CITY OF CHICAGO

RICHAHD M. DALEY
MAYOR

February 9, 2011

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith an ordinance authorizing the execution of a redevelopment agreement and an issuance of mortgage revenue bonds for Community Housing Partners XV.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Mayor

ORDINANCE

WHEREAS, by virtue of Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois, the City of Chicago (the "City") is a home rule unit of local government and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, by this Ordinance, the City Council has determined that it is necessary and in the best interests of the City to provide financing to Community Housing Partners XV L.P. (the "Borrower"), an Illinois limited partnership (the general partners of which are Chicago Community Development Corporation, an Illinois corporation ("CCDC"), and Hazel Winthrop NFP, an Illinois not-for-profit corporation (collectively, the "General Partner"), to pay a portion of the costs of acquiring and rehabilitating the Hazel Winthrop Apartments (the "Development"), a low-income multi-family housing development consisting of 30 residential units in four buildings located at 4509 North Hazel/852 West Sunnyside Avenue, 4426 North Magnolia Avenue, 912-914 West Montrose Avenue and 4813 North Winthrop Avenue, all in Chicago, Illinois by (i) issuing a series of tax-exempt revenue bonds, and using the proceeds of the sale thereof to purchase fully modified mortgage backed securities, the payment of principal and interest on which corresponds to payments on a mortgage loan insured by the Federal Housing Administration (the "FHA") backing those securities to be made to the Borrower, and is guaranteed as to timely payment by the Government National Mortgage Association ("GNMA"), and (ii) issuing a separate series of tax-exempt revenue bonds and loaning the proceeds of the sale thereof to the Borrower; and

WHEREAS, by this Ordinance, the City Council has determined that it is necessary and in the best interests of the City to borrow money for the purposes set forth above and in evidence of its limited, special obligation to repay that borrowing, to issue its Multi-Family Housing Revenue Bonds (Hazel Winthrop Apartments), Series 2011A (FHA Insured/GNMA) (the "Series 2011A Bonds") and its Multi-Family Housing Revenue Bonds (Hazel Winthrop Apartments), Series 2011B (the "Series 2011B Bonds" and, together with the Series 2011A Bonds, the "Bonds"), as provided in this Ordinance; and

WHEREAS, in connection with the issuance of the Bonds, the City Council has determined by this Ordinance that it is necessary and in the best interests of the City to enter into (i) a Tmst Indenture (the "Series 2011A Indenture") between the City and Seaway Bank and Trust Company, as trustee, or another entity acceptable to the City (the "Trustee"), providing for the security for and terms and conditions of the Series 2011A Bonds to be issued, (ii) a Financing Agreement (the "Financing Agreement") among the City, the Borrower and the Trustee providing for the use of the proceeds of the Series 2011A Bonds to purchase fully modified mortgage backed securifies guaranteed by GNMA from Enterprise Community Investment, Inc. or another qualified lender acceptable to the City (the "Lender") and the corresponding making of a mortgage loan by the Lender to the Borrower, secured by a first mortgage on the Development, backing those securities and insured by the FHA, all for the purposes described above, (iii) a Trust Indenture (fhe "Series 2011B Indenture") between the City and the Trustee (together with the Series 2011A Indenture, the "Indentures" and each an "Indenture"), providing for the security for and terms and conditions of the Series 2011B Bonds to be issued, (iv) a Loan Agreement (the "Loan Agreement") between the City and the Borrower providing for the loan of the proceeds of the Series 2011B Bonds to the Borrower for the purposes described above, (v) a Bond Purchase Agreement (the "Series 2011A Bond Purchase Agreement") among the City, the Borrower and Merrill Lynch, Pierce, Fenner & Smith Incorporated and Gardner Rich, LLC (collectively, the "Underwriters"), providing for fhe sale of the Series 2011A Bonds and the preparation and circulation of a preliminary official statement and an official statement for the Series 2011A Bonds, (vi) a Bond Purchase Agreement (the "Series 2011B Bond Purchase Agreement") among the City, the Borrower and the Undenwriters providing for the sale of the Series 2011B Bonds (together with the Series 2011A Bond

Purchase Agreement, the "Bond Purchase Agreements," and each a "Bond Purchase Agreement") and the preparation and circulation of a preliminary official statement for the Series 2011B Bonds (together with the preliminary official statement for the Series 2011A Bonds, the "Preliminary Official Statements") and an official statement for the Series 2011B Bonds (together with the official statement for the Series 2011A Bonds, the "Official Statements"), (vii) one or more Land Use Restriction Agreements (the "Land Use Restriction Agreement") among the City, the Borrower and the Trustee pertaining to the use of the Development for affordable housing, and (viii) one or more Arbitrage and Tax Certificates (the "Arbitrage Certificate") between the City and the Borrower relating to the tax exemption of the Bonds; and

WHEREAS, the Borrower has arranged to provide security for the Series 2011B Bonds in the form of a direct-pay letter of credit issued by Harris N.A., or another entity acceptable to the City (the "L/C Bank"), in favor of the Trustee in an amount equal to (i) the principal amount of the Series 2011B Bonds, or that portion of the purchase price of the Series 2011B Bonds equal to the principal amount of the Series 2011B Bonds delivered for purchase pursuant to the terms of the Series 2011B Indenture, and (ii) the interest which would accrue on the Series 2011B Bonds within the number of days required by any rating agency then rating the Series 2011B Bonds, at a maximum rate of twelve percent per annum, under which the Trustee will be authorized to draw amounts necessary to pay the principal of and interest on the Bonds when due; and

WHEREAS, the City has certain funds available from a variety of funding sources ("Multi-Family Program Funds") to make loans and grants for the development of multi-family residential housing to increase the number of families served with decent, safe, sanitary and aftordable housing and to expand the long-term supply of affordable housing, and such Multi-Family Program Funds are administered by the City's Department of Housing and Economic Development ("DHED"); and

WHEREAS, DHED has preliminarily reviewed and approved the making of a loan to the Borrower in an amount not to exceed $4,000,000 (the "Affordable Housing Loan") for purposes of funding a portion of the Development, to be funded from Multi-Family Program Funds pursuant to the terms and conditions set forth in Exhibit A attached hereto and made a part hereof; and

WHEREAS, the Development will also be financed with proceeds of Additional Financing as outlined in Exhibit A hereto; and

WHEREAS, pursuant to an ordinance adopted by the City Council ("City Council") of the City on June 27, 2001 and published at pages 62342 through 62431 of the Journal of the Proceedings of the City Council (the "Journal") of such date, a certain redevelopment plan and project (the "Original Plan") for Wilson Yard Tax Increment Financing Redevelopment Project Area (the "Original Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1 et seq.) (the "Act"); and

WHEREAS, pursuant to an ordinance adopted by the City Council on June 27, 2001, and published at pages 62433 through 62441 of the Journal of such date, the Original Area was designated as a redevelopment project area pursuant to the Act; and

WHEREAS, pursuant to an ordinance (the "TIF Ordinance") adopted by the City Council on June 27, 2001 and published at pages 62443 through 62451 of the Journal of such date, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain Original Area redevelopment project costs (as defined in the Act) incurred pursuant to the Original

Plan; and

WHEREAS, in accordance with the provisions of the Act, and pursuant to ordinances adopted (a) on November 18, 2009 and published at pages 74053-74131 of the Journal of such date, and (b) on February 10, 2010 and published at pages 83890-83990 of the Journal of such date, the City Council amended the Original Plan (the Original Plan, as amended, referred to herein as the "Plan") to, among other things, amend the boundaries of the Original Area (the Original Area, as amended, referred to herein as the "Area"); and

WHEREAS, pursuant to Section 5/11-74.4-8(b) of the Act and the TIF Ordinance, incremental taxes ("Incremental Taxes") are deposited from time to time in the special tax allocation fund for the Area established pursuant to the TIF Ordinance (the "Fund"); and

WHEREAS, pursuant to Section 5/11-74.4-4(q) of the Act, the City may use Increment from one redevelopment project area for eligible redevelopment project costs in another redevelopment project area that is either contiguous to, or is separated only by a public right of way from, the redevelopment project area from which the incremental taxes are received so long as the applicable redevelopment plans permit such use (the "Transfer Rights"); and

WHEREAS, to induce certain redevelopment pursuant to the Act, in accordance with the provisions of the Act, pursuant to ordinances adopted on June 27, 2001 and published in the Journal for said date at pages 62216 through 62340, the City Council: (1) approved and adopted a redevelopment plan (the "Lawrence/Broadway Redevelopment Plan") for the Lawrence/Broadway Redevelopment Project Area (the "Lawrence/Broadway Redevelopment Area") of the City; (2) designated the Lawrence/Broadway Redevelopment Area as a "redevelopment project area" pursuant to the Act; and (3) adopted tax increment allocation financing for the Lawrence/Broadway Redevelopment Area; and

WHEREAS, the Wilson Yard Redevelopment Area is either contiguous to, or is separated only by a public right of way from, the Lawrence/Broadway Redevelopment Area; and

WHEREAS, the Lawrence/Broadway Redevelopment Plan permits the exercise of Transfer Rights with respect to incremental taxes from the Lawrence/Broadway Redevelopment Area ("Lawrence/Broadway Increment") and the Wilson Yard Redevelopment Plan permits the receipt of incremental taxes pursuant to Transfer Rights; and

WHEREAS, it is anticipated that the City may, in its discretion, exercise its Transfer Rights pursuant to the Act and the Lawrence/Broadway and Wilson Yard Redevelopment Plans to use Lawrence/Broadway Increment in an amount up to $2,500,000 as part of (and not in addition to) the incremental taxes in the Fund (the "Wilson Yard Increment"); and

WHEREAS, the Borrower, CCDC and Voice of the People in Uptown, Inc., an Illinois not-for-profit corporation ("VOP" and collectively with CCDC and the Borrower, the "Developer") have proposed to undertake the Development in accordance with the Plan and pursuant to the terms and conditions of a proposed Redevelopment Agreement (as defined in Section 14 below) to be executed by the Developer and the City, and the Developer will finance a portion of the rehabilitation of the Development with a portion of the Incremental Taxes in the Fund; and

WHEREAS, pursuant to Resolution 11-CDC-01 adopted by the Community Development Commission of the City of Chicago (the "Commission") on January 11, 2011, the

Commission authorized DHED to negotiate a Redevelopment Agreement with the Developer for the Development and to recommend that the Developer be designated as the developer for the Development; and

WHEREAS, the Development is necessary for the redevelopment of the Area;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO, AS FOLLOWS:

Section 1. Incorporation of Recitals. The recitals contained in the preambles to this Ordinance are hereby incorporated into this Ordinance by this reference. All capitalized terms used in this Ordinance, unless otherwise defined herein, shall have the meanings ascribed thereto in the Indentures.

Section 2. Findings and Determinations. The City Council hereby finds and determines that the delegations of authority that are contained in this Ordinance, including the authority to make the specific determinations described herein, are necessary and desirable because the City Council cannot itself as advantageously, expeditiously or conveniently exercise such authority and make such specific determinations. Thus, authority is granted to each of (i) the Mayor of the City (the "Mayor"), the (ii) Chief Financial Officer of the City (as defined below) or (iii) any other officer designated in writing by the Mayor (the Mayor, the Chief Financial Officer or any such other officer being referred to as an "Authorized Officer") to determine to sell the Bonds and on such terms as and to the extent such officers determine that such sale or sales is desirable and in the best financial interest of the City.

As used herein, the term "Chief Financial Officer" shall mean the Chief Financial Officer of the City appointed by the Mayor, or, if there is no such officer then holding said office, the City Comptroller.

Section 3. Authorization of Bonds. The issuance of the Series 2011A Bonds in an aggregate principal amount of not to exceed $3,000,000 and of the Series 2011B Bonds in an aggregate principal amount of not to exceed $4,000,000 is hereby authorized. The aggregate principal amount of each series of the Bonds to be issued shall be as set forth in the related Notification of Sale referred to below.

Each series of the Bonds shall contain a provision that it is issued under authority of this Ordinance. The Series 2011A Bonds shall mature no later than January 1, 2055 and the Series 2011B Bonds shall mature no later than January 1, 2015. The Series 2011A Bonds shall bear interest at a rate not to exceed 7.5% per annum, and the Series 2011B Bonds shall bear interest at a rate not to exceed 12% per annum, payable in either case on the interest payment date(s) as set forth in the related Indenture and in the related Notification of Sale. The Series 2011B Bonds may bear interest in either a Fixed Rate Period or a Variable Rate Period as provided in the Series 2011B Indenture and the Notification of Sale. The Bonds shall be designated as, shall be dated, shall be subject to redemption prior to maturity, shall be subject to optional and mandatory tender (in the case of the Series 2011B Bonds only), shall be payable in such places and in such manner and shall have such other details and provisions as prescribed by the related Indenture, the forms of that series of the Bonds therein and the related Notification of Sale.

The provisions for execution, signatures, authentication, payment and prepayment, with respect to the Bonds, shall be as set forth in the related Indenture and the forms of that series of the Bonds therein.

An Authorized Officer is hereby authorized to execute and deliver the Series 2011A Indenture on behalf of the City, such Series 2011A Indenture to be in substantially the form attached hereto as Exhibit B with appropriate revisions to reflect the terms and provisions of the Series 2011A Bonds as shall be approved by the Authorized Officer executing the same, with such execution to constitute conclusive evidence of his or her approval and this City Council's approval of the terms provided therein.

An Authorized Officer is hereby authorized to execute and deliver the Series 2011B Indenture on behalf of the City, such Indenture to be in substantially the form attached hereto as Exhibit C with appropriate revisions to reflect the terms and provisions of the 2011B Bonds as shall be approved by the Authorized Officer executing same, with such execution to constitute conclusive evidence of his or her approval and this Cify Council's approval of the terms provided therein.

Each Authorized Officer is hereby authorized to act on behalf of the City for the purposes provided in the Series 2011A Indenture and the Series 2011B Indenture.

An Authorized Officer is hereby authorized to execute and deliver the Financing Agreement on behalf of the City, such Financing Agreement to be in substantially the form attached hereto as Exhibit D with appropriate revisions fo reflect the terms and provisions of the Series 2011A Bonds as shall be approved by the Authorized Officer executing the same, with such execution to constitute conclusive evidence of his or her approval and the City Council's approval of the terms provided therein.

An Authorized Officer is hereby authorized to execute and deliver the Loan Agreement on behalf of the City, such Loan Agreement to be in substantially the form attached hereto as Exhibit E with appropriate revisions to reflect the terms and provisions of the Series 2011B Bonds as shall be approved by the Authorized Officer executing the same, with such execution to constitute conclusive evidence of his or her approval and this City Council's approval of the terms provided therein.

An Authorized Officer is hereby authorized to execute and deliver one or more Arbitrage Certificates and Land Use Restriction Agreements on behalf of the City, in substantially the forms of arbitrage and tax certificates and land use restriction agreements, respectively, used in connection with previous issuances of tax-exempt bonds pursuant to programs similar to the Bonds, with appropriate revisions to reflect the terms and provisions of the Bonds and the applicable provisions of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, and with such other revisions in text as the Authorized Officer executing the same shall determine are necessary or desirable in connection with the exclusion from gross income for federal income tax purposes of interest on the Bonds. The execution of the Arbitrage Certificate(s) and the Land Use Restriction Agreement(s) by the Authorized Officer shall be deemed conclusive evidence of his or her approval this City Council's approval of the terms provided therein.

The City Clerk or Deputy City Clerk is hereby authorized to attest the signature of the Authorized Officer to any document referenced herein and to affix the seal of the City to any such document.

Section 4. Security for the Series 2011A Bonds. The Series 2011A Bonds shall be limited obligations of the City, payable solely from all right, title and interest of the City in the GNMA mortgage backed securities purchased pursuant to the Financing Agreement, all right, title and interest of the City (other than the rights of the City to indemnification and to receive notices, make requests or give its consent or approval) in the Financing Agreement, the proceeds of the Series 2011A Bonds and income from the temporary investment thereof, as provided in the Series 2011A Indenture. In order to secure the payment of the principal of, premium, if any, and interest on the Series 2011A Bonds, such rights, proceeds and investment income are hereby pledged to the extent and for the purposes as provided in the Series 2011A Indenture and are hereby appropriated for the purposes set forth in the Series 2011A Indenture. The Series 2011A Indenture shall set forth such covenants with respect to the application of such rights, proceeds and investment income as shall be deemed necessary by the Authorized Officer in connection with the sale of the Series 2011A Bonds.

Section 5. Security for the Series 2011B Bonds. The Series 2011B Bonds shall be limited obligations of the City, payable solely from sources identified in the Series 2011B Indenture, the proceeds of the Series 2011B Bonds and income from the temporary investment thereof, as provided in the Series 2011B Indenture. In order to secure the payment of the principal of, premium, if any, and interest on the Series 2011B Bonds, such sources, proceeds and income are hereby pledged to the extent and for the purposes as provided in the Series 2011B Indenture and are hereby appropriated for the purposes set forth in fhe Series 2011B Indenture and each Supplemental Indenture. The Series 2011B Indenture shall set forth such covenants with respect to the application of such sources, proceeds and income and the proceeds of the Series 2011B Bonds as shall be deemed necessary by the Authorized Officer in connection with the sale of the Series 2011B Bonds.

Section 6. Sale and Delivery of Bonds. The Bonds shall be sold and delivered to or upon the direction of Underwriters, subject to the terms and conditions of the Bond Purchase Agreements. An Authorized Officer is authorized to execute and deliver on behalf of the City, with the concurrence of the Chairman of the Committee on Finance of the City Council, the Series 2011A Bond Purchase Agreement and the Series 2011B Bond Purchase Agreement, each in substantially fhe forms attached hereby as Exhibits F and G respectively with appropriate revisions to reflect the terms and provisions of the related series of Bonds, and with such other revisions in text as the Authorized Officer shall determine are necessary or desirable in connection with the sale of the related series of Bonds. The execution of each Bond Purchase Agreement by an Authorized Officer shall be deemed conclusive evidence of the approval of the City Council to the terms provided in such Bond Purchase Agreement. The distribution of the Preliminary Official Statement and the Official Statement to prospective purchasers of the Bonds and the use thereof by the Underwriters in connection with the offering and sale of the Bonds are hereby authorized, provided that the City shall not be responsible for the content of the Preliminary Official Statement or the Official Statement except as specifically provided in either Bond Purchase Agreement executed by the Authorized Officer. The compensation paid to the Underwriters in connection with the sale of the Bonds shall not exceed 2% of their aggregate principal amount. In connection with the offer and delivery of the Bonds, the Aufhorized Officer, and such other officers of the City as may be necessary, are authorized to execute and deliver such instruments and documents as may be necessary to implement the transaction and to effect the issuance and delivery of the Bonds. Any limitation on the amount of Bonds issued pursuant to this Ordinance as set forth herein shall be exclusive of any original issue discount or premium.

Section 7. Notification of Sale. Subsequent to the sale of the Bonds, an Authorized Officer shall file in the Office of the City Clerk a notification of sale (the " Notification of

Sale") for the Bonds directed to the City Council setting forth (i) the aggregate original principal amount of, maturity schedule, redemption provisions for and nature of each series of Bonds sold, (ii) the interest rates (or method of determination of interest rates) on each series of Bonds, (iii) the compensation paid to the Underwriter in connection with such sale, and (iv) any other provisions required to be included therein by this Ordinance. There shall be attached to or referenced by each such notification final forms of the Indentures.

Section 8. Use of Proceeds of Bonds. The proceeds from the sale of each series of the Bonds shall be deposited as provided in the related Indenture and used for the purposes set forth in the second paragraph of the recitals of this Ordinance.

Section 9. Additional Authorization. The Mayor, the Authorized Officer, the City Treasurer, the DHED Commissioner, the City Clerk and the Deputy City Clerk are each hereby authorized to execute and deliver such other documents and agreements (and amendments thereto) and perform such other acts as may be necessary or desirable in connection with the Bonds, including, but not limited to, the exercise following the delivery date of the Bonds of any power or authority delegated to such official under this Ordinance with respect to the Bonds upon original issuance, but subject to (a) any limitations on or restrictions of such power or authority as herein set forth, and (b) the provisions hereof

Section 10. Proxies. Each Authorized Officer may designate another to act as its respective proxy and to affix their respective signatures to each Series 2011A Bond and Series 2011B Bond, whether in temporary or definitive form, and to any other instrument, certificate or document required to be signed by the Authorized Officer pursuant to this Ordinance or the Series 2011A indenture or the Series 2011B Indenture, respectively. In each case, each shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, certificates and documents which such person shall be authorized to sign as proxy for the Authorized Officer. A written signature of the Authorized Officer, executed by the person so designated underneath, shall be attached to each notice. Each notice, with signatures attached, shall be recorded in the Journal of the Proceedings of the City Council and filed with the City Clerk. When the signature of the Mayor is placed on an instrument, certificate or document at the direction of the Mayor in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Mayor in person. When the signature of the Authorized Officer is so affixed to an instrument, certificate or document at the direction of the Authorized Officer, the same, in all respects, shall be binding on the City as if signed by the Authorized Officer in person.

Section 11. Volume Cap. The Bonds are obligations taken into account under Section 146 of the Internal Revenue Code of 1986, as amended, in the allocation of the City's volume cap.

Section 12. Affordable Housing Loan. Upon the approval and availability of the Additional Financing as shown in Exhibit A hereto, fhe Commissioner of DHED (the "Commissioner") or a designee of the Commissioner (the "DHED Officer") are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Affordable Housing Loan. The DHED Officer is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Affordable Housing Loan which do not substantially modify the terms described in Exhibit A hereto. Upon the execution and receipt of proper documentation, the

DHED Officer is hereby authorized to disburse the proceeds of the Affordable Housing Loan to the Borrower or as otherwise provided in Exhibit A hereto.

Section 13. Fee Waivers, Etc. In connection with the Affordable Housing Loan by the City to the Borrower, the City shall waive those certain fees, if applicable, imposed by the City with respect to the Development and as more fully described in Exhibit H attached hereto. The Development shall be deemed to qualify as "Affordable Housing" for purposes of Chapter 16-18 of the Municipal Code of Chicago (the "Municipal Code"). Section 2-44-090 of the Municipal Code shall not apply to the Development.

Section 14. Developer Designation. The Developer is hereby designated as the developer for the Development pursuant to Section 5/11-74.4-4 of the Act.

Section 15. Redevelopment Agreement. The Commissioner or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver a redevelopment agreement between the Developer and the City substantially in the form attached hereto as Exhibit I and made a part hereof (the "Redevelopment Agreement"), with such modifications as may be required in connection with the FHA insurance for the Series 2011A Bonds, and such other supporting documents as may be necessary to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

Section 16. Payment. The City Council of the City hereby finds that the City is authorized to pay $2,500,000 from (i) Incremental Taxes deposited in the General Account of the Fund or (ii) Lawrence/Broadway Increment ported from the Lawrence/Broadway Redevelopment Area (the "Excess incremental Taxes") as the Initial Payment (as defined in the Redevelopment Agreement), to finance a portion of the eligible redevelopment project costs (as such term is defined under the Act) included within the Project (such costs shall be known herein and in the Redevelopment Agreement as "TIF-Funded Improvements").

Section 17. Reserve for Legal Expenses. The City is authorized to assess a fee in the amount of one-tenth of one percent of the aggregate principal amount of the Bonds, and to use such fee to pay for legal and other fees incurred by the City in connection with private activity bonds issued by the City.

Section 18. Separability. If any provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Ordinance.

Section 19. Inconsistent Provisions. All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 20. No Recourse. No recourse shall be had for the payment of the principal of, premium, if any, or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in this ordinance, the Bonds, the Indentures, the Financing Agreement the Loan Agreement, the Bond Purchase Agreements, the Land Use Restriction Agreement(s), or the Arbitrage Certificate(s) against any past, present or future officer, member or employee of the City, or any officer, employee, director or trustee of any successor, as such, either directly or through the City, or any such successor, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such

liability of any such member, officer, employee, director or trustee as such is hereby expressly waived and released as a condition of and consideration for the execution of the Bonds, the Indentures, the Loan Agreement, the Financing Agreement, the Bond Purchase Agreements, the Land Use Restriction Agreement(s), and the Arbitrage Certificate(s) and the issuance of the Bonds.

Section **21.** No Impairment. No provision of the Municipal Code or violation of any provision of the Municipal Code shall be deemed to impair the validity of this Ordinance or the instruments authorized by this Ordinance or to impair the rights of the owners of the Bonds to receive payment of the principal of, premium, if any, or interest on the Bonds (or, with respect to the Series 2011B Bonds, payment of the purchase price upon an optional or mandatory tender therefore, if any) or to impair the security for the Bonds; provided further, however, that the foregoing shall not be deemed to affect the availability pf any other remedy or penalty for any violation of any provision under the Municipal Code.

Section **22.** Effective Date. This Ordinance shall be in full force and effect immediately upon its passage.

Section **23.** Certified Copies. The City Clerk shall provide to the Corporation Counsel, without charge, certified copies of this ordinance in such amount as shall be requested by the Corporation Counsel.

EXHIBIT A
Additional Financing

In addition to the Series 2011A Bonds (in the principal amount of not to exceed $3,000,000) and the Series 2011B Bonds (in the principal amount of not to exceed $4,000,000), as described in this Ordinance, the following additional financing sources will be available as follows:

1. Source: To be derived from the syndication by the Borrower of approximately $352,277 in annual Low-Income Housing Tax Credits ("LIHTCs").

   Proceeds: Approximately $2,800,000 ("LIHTC Proceeds"). Of this, approximately $575,000 will be paid in and available at closing. The remainder will be paid to the Borrower over time as construction progresses and the Development is placed-in-service. LIHTC Proceeds may (among other uses) be pledged to the L/C Bank as security for the reimbursement obligation to the L/C Bank, and may be used to reimburse the L/C Bank, in connection with draws on the L/C to pay principal of and/or interest on the Series 2011B Bonds.

2. Source: Multi-Family Program Funds ("Multi-Family Program Funds") to be derived from the proceeds of the Affordable Housing Loan described in Section 12 of the Ordinance. Multi-Family Program Funds, to the extent not directly used at closing to pay costs of the Development, may (among other uses) be pledged to the L/C Bank as security for the reimbursement obligation to the L/C Bank, and used to reimburse the L/C Bank, in connection with draws on the L/C to pay principal of and/or interest on the Series 2011B Bonds. The Affordable Housing Loan will be secured by a junior mortgage on the Development.

   Proceeds: Approximately $4,000,000. Of this approximately $1,700,000 will be paid in and available at closing. The remainder will be available over time to pay qualified costs of the Development.

3. Source: TIF Proceeds ("TIF Proceeds") to be derived from Excess Incremental Taxes described in Section 16 of the Ordinance

   Proceeds: Not to exceed $2,500,000, all to be paid in and available at closing.

4. Source: Deferred Developer Fee
   Amount: $150,000

EXHIBIT B
Form of Series 2011A Indenture

(See Attached)

TRUST INDENTURE

between

CITY OF CHICAGO

and

SEAWAY BANK AND TRUST COMPANY,
as Trustee

with respect to

$_____ Multi-Family Housing Revenue Bonds
(Hazel Winthrop Apartments) Series 2011A (FHA Insured/GNMA)

Dated as of _____ 1, 2011

TABLE OF CONTENTS

Page

TABLE OF CONTENTS

Page

ARTICLE I DEFINITIONS 3
Section 1.01 Definitions 3
Section 1.02 Interpretation 13

ARTICLE II THE BONDS 13
Section 2.01 Issuance of Bonds 13
Section 2.02 Payment of Bonds 14
Section 2.03 Restriction on Issuance of Bonds 14
Section 2.04 Limited Obligations 14
Section 2.05 Indenture Constitutes Contract 15
Section 2.06 Execution 15
Section 2.07 Authentication 15
Section 2.08 Mutilated, Lost, Stolen or Destroyed Bonds 15
Section 2.09 Transfer and Exchange of Bonds; Persons Treated as Holders 16
Section 2.10 Temporary Bonds 17
Section 2.11 Safekeeping and Cancellation of Bonds 17
Section 2.12 Book-Entry Provisions 17
Section 2.13 Delivery of the Bonds 18

ARTICLE III REDEMPTION OF BONDS 19
Section 3.01 Redemption of Bonds. 19
Section 3.02 Selection of Bonds for Redemption. 21
Section 3.03 Notice of Redemption 22
Section 3.04 Effect of Notice of Redemption 23
Section 3.05 Cancellation 24

ARTICLE IV FUNDS; INVESTMENTS 24
Section 4.01 Establishment of Funds 24
Section 4.02 Application of Bond Proceeds and Other Moneys 24
Section 4.03 Project Fund. 24
Section 4.04 Bond Fund. 28
Section 4.05 Reserve Fund 30
Section 4.06 Costs of Issuance Fund 30
Section 4.07 Rebate Fund 30
Section 4.08 Investment of Funds 31
Section 4.09 Custody of Funds; Moneys to Be Held in Trust 31
Section 4.10 Final Balances 32
Section 4.11 Nonpresentment of Bonds 32

ARTICLE V GENERAL COVENANTS AND REPRESENTATIONS 32
Section 5.01 Payment of Principal or Redemption Price of and Interest on Bonds 32
Section 5.02 Instruments of Further Assurance 32
Section 5.03 Recordation and Filing 32

TABLE OF CONTENTS
(continued)

Page

Section 5.04 No Modification of Security 33
Section 5.05 Reports 33
Section 5.06 Tax Covenants 33
Section 5.07 Concerning the GNMA Security. 33

ARTICLE VI DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND HOLDERS 34
Section 6.01 Events of Default 34
Section 6.02 Acceleration 34
Section 6.03 Rights of Holders 34
Section 6.04 Rights of Holders to Direct Proceedings 35
Section 6.05 Waiver by Issuer 35
Section 6.06 Application of Moneys 35
Section 6.07 Remedies Vested in Trustee 36
Section 6.08 Remedies of Holders 36
Section 6.09 Termination of Proceedings 37
Section 6.10 Waivers of Events of Default 37
Section 6.11 Notice of Defaults; Opportunity of the Issuer, the Borrower and the GNMA Issuer to Cure Defaults 37

ARTICLE VII THE TRUSTEE 38
Section 7.01 Certain Duties and Responsibilities 38
Section 7.02 Notice of Default 39
Section 7.03 Required Reporting 39
Section 7.04 Certain Rights of Trustee 40
Section 7.05 Not Responsible for Recitals or Issuance of Bonds 41
Section 7.06 Trustee May Hold Bonds 41
Section 7.07 Compensation 41
Section 7.08 Successor Trustee 41
Section 7.09 Resignation by the Trustee 41
Section 7.10 Removal of the Trustee 42
Section 7.11 Appointment of Successor Trustee by the Holders; Temporary Trustee 42
Section 7.12 Concerning Any Successor Trustee 42
Section 7.13 Trustee as Paying Agent and Bond Registrar; Additional Paying Agents 43
Section 7.14 Successor Trustee as Trustee, Paying Agent and Bond Registrar 43
Section 7.15 Co-Trustee or Separate Trustee 43
Section 7.16 Representation by Trustee 45
Section 7.17 Interpretation of Intent 45

ARTICLE VIII SUPPLEMENTAL INDENTURE 45
Section 8.01 Supplemental Indentures Not Requiring Consent of Bondholders 45
Section 8.02 Supplemental Indentures Requiring Consent of Bondholders 46
Section 8.03 Amendments to Financing Agreement Not Requiring Consent of the Bondholders 47
Section 8.04 Amendments to Financing Agreement Requiring Consent of Bondholders 47
Section 8.05 Modification of Mortgage Loan Documents 48

TABLE OF CONTENTS
(continued)

Page

ARTICLE IX SATISFACTION AND DISCHARGE OF INDENTURE....48
Section 9.01 Discharge of Lien....48
Section 9.02 Survival of Certain Provisions....49

ARTICLE X MISCELLANEOUS....49
Section 10.01 Consents and Other Instruments of Bondholders....49
Section 10.02 Limitation of Rights....50
Section 10.03 Severability....50
Section 10.04 Notices....50
Section 10.05 Payments Due on Saturdays, Sundays and Holidays....50
Section 10.06 Counterparts....51
Section 10.07 Situs of Contract....51
Section 10.08 No Recourse....51
Section 10.09 Successors and Assigns....51
Section 10.10 Books, Records and Accounts....51
Section 10.11 HUD and GNMA Requirements to Control....51
Section 10.12 HUD Regulations....51
Section 10.13 Enforcement Not to Affect Mortgage Loan or GNMA Security....52

EXHIBIT — FORM OF BOND....A-1
EXHIBIT — FORM OF BOND....B-1

TRUST INDENTURE

THIS TRUST INDENTURE, dated as of _____ 1, 2011, between the CITY OF CHICAGO, a municipality and home rule unit of government duly organized and validly existing under the Constitution and the laws of fhe State of Illinois (the "Issuer"), and SEAWAY BANK AND TRUST COMPANY, a trust company duly organized and existing under the laws of the State of Illinois having its designated corporate trust office located in the City of Chicago, Illinois, as Trustee (such trustee or any of its successors in trust being the "Trustee").

RECITALS

WHEREAS, pursuant to Article VII, Section 6 of the 1970 Constitution of the State of Illinois, and pursuant to the hereinafter defined Ordinance of the Issuer, the Issuer is authorized to exercise any power and perform any function pertaining to its government and affairs, including the power to issue its revenue bonds in order to aid in providing an adequate supply of residential housing for low and moderate income persons or families within the City of Chicago, which constitutes a valid public purpose for the issuance of revenue bonds by the Issuer; and

WHEREAS, the Issuer has determined to issue, sell and deliver $_____ aggregate principal amount of its Multi-Family Housing Revenue Bonds (Hazel Winthrop Apartments) Series 2011A (FHA Insured/GNMA) (the "Bonds"), as provided herein for the purpose of financing the Mortgage Loan (as herein defined) and HUD (as herein defined) has issued its Firm Commitment dated _____, as amended, to provide mortgage insurance with respect to such Mortgage Loan; and

WHEREAS, PNC Bank, N.A. (the "GNMA Issuer"), has agreed (a) to make a FHA-insured mortgage loan in the amount of $_____ (the "Mortgage Loan") to Community Housing Partners XV L.P., an Illinois limited partnership (the "Borrower"), and (b) to issue fully modified mortgage-backed securities that are guaranteed as to timely payment by the Government National Mortgage Association (each, a "GNMA Security" or collectively, "GNMA Securities"); and

WHEREAS, all things necessary to make the Bonds, when authenticated by the Trustee and issued as in this Indenture provided, the valid, binding and legal limited obligations of the Issuer according to the import thereof, and to constitute this Indenture a valid assignment and pledge of the amounts assigned and pledged to the payment of the principal of, premium, if any, and interest on the Bonds and a valid assignment and pledge of the right, title and interest of the Issuer (if any) in and to the GNMA Securities and the creation, execution and delivery of this Indenture, and the creation, execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized;

NOW, THEREFORE, the Issuer, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the Bonds by the Holders thereof, and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of, premium, if any, and interest on the Bonds according to their tenor and effect and the performance and observance by the Issuer of all the covenants expressed or implied herein and in the Bonds, has executed and delivered this Indenture and does hereby bargain, sell, convey, pledge, assign and grant a security interest unto the Trustee in and to the following, subject only to the provisions of this Indenture permitting the application thereof or to the purposes and on the

terms and conditions set forth herein (said property being herein referred to as the "Trust Estate"), to wit

GRANTING CLAUSES

For the equal and proportionate benefit, security and protection of the Bonds issued under and secured by this Indenture without privilege, priority or distinction as to the lien or otherwise of any of the Bonds over any of the others of the Bonds:

A. All right, title and interest of the Issuer in and to the GNMA Securities, including all extensions and renewals of the term thereof, if any, including but without limiting the generality of the foregoing, the present and the continuing right to make claim for, collect, receive and receipt for any and all amounts due and payable under the GNMA Securities, to bring actions and proceedings under the GNMA Securities or for the enforcement thereof and to do any and all things that the owner of the GNMA Securities is or may be entitled to do, and all payments with respect to the GNMA Securities and any interest, profits and other income derived from the investment thereof; and

B. All right, title and interest of the Issuer in and to any and all funds, moneys and securities from time to time held under this Indenture by the Trustee in the Bond Fund, the Project Fund and the Reserve Fund, including, without limitation, the proceeds of any Bonds deposited in such funds, any investments of said funds, moneys or proceeds and any interest, profits and other income derived from any investment thereof; and

C. All right, title and interest of the Issuer in and to the Financing Agreement, including all extensions and renewals of the term thereof, if any, including, but without limiting the generality of the foregoing, the present and continuing right to make claim for, collect, receive and receipt for any income, revenues, issues and profits and other sums of money payable by the Borrower or receivable by the Issuer under the Financing Agreement, whether payable pursuant to the Financing Agreement, to bring actions and proceedings under the Financing Agreement or for the enforcement thereof, and to do any and all things which the Issuer is or may become entitled to do under the Financing Agreement, and all payments with respect to the Financing Agreement and any interest, profits, and other income derived from the investment thereof, but excluding and reserving, however, the rights of the Issuer, (a) to receive or inspect documentation, to make such other inspections as described in Section 4.2 of the Financing Agreement, and to give and receive notices under the Financing Agreement and this Indenture, (b) to execute and deliver (subject to the provisions of the Financing Agreement and this Indenture), or to decline to execute and deliver, supplements or amendments to the Financing Agreement or this Indenture and (c) to be held harmless, to be paid and reimbursed for its expenses and to be indemnified under Section 4.6 of the Financing Agreement, and to enforce such rights in its own name and for its own account and in its sole discretion to waive the same (collectively, the "Reserved Rights");

PROVIDED, HOWEVER, AND NOTWITHSTANDING THE FOREGOING, THE TRUST ESTATE SHALL NOT INCLUDE THE REBATE FUND OR ANY MONEYS OR INVESTMENTS REQUIRED TO BE DEPOSITED IN THE REBATE FUND;

TO HAVE AND TO HOLD all the same with all privileges and appurtenances hereby conveyed and assigned, or agreed or intended so to be, to the Trustee and its successors in said trust and to them and their assigns forever;

PROVIDED, HOWEVER, that if the Issuer or its successors or assigns shall pay or cause to be paid to the Holders of the Bonds the principal, interest and premium, if any, to become due thereon at the times and in the manner provided in Article IX hereof and if the Issuer shall keep, perform and observe, or cause to be kept, performed and observed, all its covenants, warranties and agreements contained herein, this Indenture and the estate and rights hereby granted shall, at the option of the Issuer, cease and be void, and thereupon the Trustee shall cancel and discharge the lien of this Indenture and execute and deliver to the Issuer such instruments in writing as shall be requisite to satisfy the lien hereof, and reconvey to the Issuer any property at the time subject to the lien of this Indenture which may then be in its possession, except funds held by the Trustee for the payment of interest on, premium, if any, and principal of the Bonds; otherwise this Indenture shall be and remain in full force and effect, and upon the trusts and subject to the covenants and conditions hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1.01 Definitions. The terms defined in this Section 1.01 or in the Recitals hereto (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of this Indenture and of any indenture supplemental hereto shall have the respective meanings specified in this Section 1.01 or in the Recitals hereto.

"Act of Bankruptcy" means the filing of a petition in bankruptcy (or other commencement of a bankruptcy, insolvency or similar proceeding) by or against the Borrower under any applicable bankruptcy, insolvency, reorganization or similar law, as now or hereafter in effect.

"Affiliated Party" means the General Partner or an officer of the General Partner or any other partner of the Borrower, a Person whose relationship with the Borrower would result in a disallowance of losses under Section 267 or 707(b) of the Code, or a Person who, together with the Borrower, is a member of the same controlled group of corporations (as defined in Section 1563 (a) of the Code, except that more than 50 percent" shall be substituted for "at least 80 percent" each place it appears therein).

"Arbitrage Certificate" means the Arbitrage and Tax Certificate, dated the Issuance Date, between the Borrower and the Issuer.

"Authorized Denomination" means $5,000 or any integral multiple thereof.

"Authorized Issuer Representative" means any person or persons specifically authorized by ordinance to take the action intended.

"Authorized Borrower Representative" means any officer of the General Partner and any other authorized representative of the Borrower.

"Bond Counsel" means Greenberg Traurig, LLP or any attorney at law or firm of attorneys, of nationally recognized standing in matters pertaining to the federal tax exemption of interest on bonds issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States of America or the District of Columbia.

"Bond Fund" means the Bond Fund created in Section 4.01 hereof.

"Bond Register" has the meaning as set forth in Section 2.09 hereof.

"Bonds" means the Issuer's Multi-Family Housing Revenue Bonds (Hazel Winthrop Apartments) Series 2011A (FHA Insured/GNMA) in the aggregate principal amount of $_____ issued under and secured by this Indenture.

"Borrower" means Community Housing Partners XV L.P., a limited partnership organized under the laws of the State of Illinois, and its successors and assigns.

"Building Loan Agreement" means the Building Loan Agreement between the Borrower and the GNMA Issuer, as the same may be amended, restated or supplemented from time to time.

"Business Day" means any day of the year on which (i) banks located in the City of Chicago and the city in which the principal office of the Trustee is located, are not required or authorized to remain closed and (ii) The New York Stock Exchange is not closed.

"Certificate of the Issuer," "Statement of the Issuer," "Request of the Issuer" and "Requisition of the issuer" mean, respectively, a written certificate, statement, request or requisition, with or without the seal of the Issuer, signed in the name of the Issuer by an Authorized Issuer Representative. Any such instrument and supporting opinions or representations, if any, may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and if so combined shall be read and construed as a single instrument.

"CLC" means a construction loan certificate maturing on the CLC Maturity Date that is a GNMA Security which represents an amount advanced by the GNMA Issuer to the Borrower and which bears interest at the Pass-Through Rate.

"CLC Maturity Date" means _____ 15, 2014, or such later date as may be permitted pursuant to Section 4.03(c).

"Code" means the Internal Revenue Code of 1986, as amended, and any regulations thereunder applicable to the Bonds.

"Commencement of Amortization" means _____ 1, ____, the date on which the Borrower is obligated to begin to repay principal of the Mortgage Loan, except as such date may be extended (i) in accordance with the provisions of Section 4.03(d) hereof and (ii) with the approval of HUD.

"Commitment" means that certain Commitment for Insurance of Advances dated _____, as amended, from HUD to Developers Mortgage Corporation and assigned to the GNMA Issuer with the approval of HUD.

"Completion Date" means the date of the completion of the acquisition, rehabilitation and equipping of the Project, as that date shall be certified as provided in Section 4.8 of the Financing Agreement.

"Continuing Disclosure Agreement" means the Continuing Disclosure Agreement, dated the date of issuance of the Bonds, between the Borrower and the Trustee, as dissemination agent, as the same may amended, restated or supplemented from time to time.

"Costs of Issuance" means all items of expense payable or reimbursable directly or indirectly by the Borrower and related to the authorization, sale and issuance of the Bonds, including but not limited to expenses of printing, reproducing documents, filing and recording, costs incurred in arranging for the acquisition of the GNMA Security, initial fees and charges of the Trustee, legal and other professional services and consultation, credit ratings, execution, transportation and safekeeping of the Bonds and other costs, charges and fees in connection with any of the foregoing.

"Event of Default" means any of those events specified in and defined by the applicable provisions of Article VI hereof to constitute an event of default.

"FHA" means the Federal Housing Administration, an organizational unit within HUD, and may refer to the Commissioner thereof, any authorized representative thereof or the successor thereof.

"FHA Insurance" means the mortgage insurance for the Mortgage Loan by FHA under the provisions of Section 221(d)(4) of the National Housing Act and the regulations promulgated thereunder.

"Final Advance" means the final advance of the Mortgage Loan proceeds to the Borrower upon Final Endorsement.

"Final Endorsement" means the date on which the Mortgage Note is finally endorsed for mortgage insurance by FHA, following completion of the Project and compliance with the terms and conditions of the Commitment.

"Financing Agreement" means the Financing Agreement dated as of the date hereof among the Issuer, the Borrower and the Trustee, as the same may be amended, restated or supplemented from time to time.

"General Partner" means, collectively, Chicago Community Development Corporation, an Illinois not-for-profit corporation, and Hazel Winthrop NFP, an Illinois not-for-profit corporation, and their respective successors and assigns.

"GNMA" means the Government National Mortgage Association and its successors and assigns.

"GNMA Guaranty Agreement" means the GNMA Guaranty Agreement (relating to the GNMA Securities) between GNMA and the GNMA Issuer, together with all supplements thereto.

"GNMA Issuer" means Enterprise Community Investment, Inc. and its successors and assigns.

"GNMA Security" or "GNMA Securities" means a fully modified pass-through security in the form of a CLC or a PLC issued by the GNMA Issuer, registered in the name of the Trustee or its designee and guaranteed by GNMA as to timely payment of principal of and interest on a PLC and as to the timely payment of interest only until maturity and the timely payment of principal and interest at maturity on a CLC, pursuant to the GNMA I Mortgage Backed Securities Program under Section 306(g) of the National Housing Act of 1934, as amended, and the regulations promulgated thereunder, backed by the Mortgage Loan made by

the GNMA Issuer to finance the Project in accordance with the Mortgage Loan Documents, which Mortgage Loan is insured by the Secretary of HUD by and through the FHA.

"Government Obligations" means bonds, notes and other evidences of indebtedness of the United States of America or any agency or instrumentality thereof backed by the full faith and credit of the United States of America.

"Holder" or "Bondholder" when used with respect to any Bond, means the Person in whose name such Bond is registered.

"HUD" means the United States Department of Housing and Urban Development, and its successors.

"HUD Regulatory Agreement" means the Regulatory Agreement for Multifamily Housing Projects (HUD Project No. _____) with respect to the Project between the Borrower and HUD, as the same may be amended, restated or supplemented from time to time.

"Indenture" means this Trust Indenture and all indentures supplemental hereto.

"Inducement Ordinance" means the inducement ordinance adopted by the City Council of the Issuer on _____ with respect to the Project

"Initial Advance" means the first advance under the Mortgage Loan from Mortgage Loan proceeds by the GNMA Issuer to the Borrower.

"Initial CLC" means the CLC delivered by the GNMA Issuer to the Trustee with respect to the Initial Advance.

"Initial CLC Delivery Date" means the eariier of (a) the date on which the Initial CLC is delivered to the Trustee and (b) _____, as such date may be extended pursuant to Section 403(c) hereof.

"Interest Payment Date" means each _____ and _____, commencing _____, 2011.

"Interest Rate" means, with respect to a Bond, the applicable rate per annum as set forth in Section 2.01 hereof.

["Investment Agreement" means that certain Investment Agreement with respect to the Bonds provided by _____, as the same may be amended, restated or supplemented from time to time, or any substitute investment agreement, provided that any substitute investment agreement shall be approved in advance by the Rating Agency. The Trustee shall promptly notify the Rating Agency of any substitute investment agreement.]

"Issuance Date" means, _____, 2011, the date of initial issuance and delivery of the Bonds.

"Mortgage" means the mortgage from the Borrower to the GNMA Issuer securing the Mortgage Note, as the same may be amended, restated or supplemented from time to time.

"Mortgage Loan" means the mortgage loan to be made to the Borrower by the GNMA Issuer concurrently with the delivery of the Bonds and insured by FHA under the provisions of Section 221(d)(4) of the National Housing Act.

"Mortgage Loan Documents" means the Mortgage Note, the Mortgage, the HUD Regulatory Agreement, the Building Loan Agreement and other documents required by FHA in connection with the closing of the Mortgage Loan, as the same may be amended, restated or supplemented from time to time.

"Mortgage Note" means the mortgage note, in fhe form endorsed for mortgage insurance by FHA, made by the Borrower to the GNMA issuer, evidencing the Borrower's obligation to the GNMA Issuer to repay the Mortgage Loan.

"National Housing Act" means the National Housing Act of 1934, as amended.

"Notice Address" means with respect to each of the Persons listed below the address set forth below until such time as such Person shall have notified each of the other Persons listed below of a new Notice Address.

If to the Issuer:

City of Chicago
Department of Housing
33 North LaSalle Street, 11th Floor
Chicago, Illinois 60602
Attention: Commissioner, Department of Housing
Phone: 312-742-0871
Fax: 312-747-1396

with copies to:

City of Chicago
Office of the Corporation Counsel
City Hall - Room 600
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Finance and Economic Development Division
Phone: 312-744-1574
Fax: 312-744-1887

and to:

City of Chicago
Department of Finance – Financial Policy
33 North LaSalle Street, Suite 600
Chicago, Illinois 60602
Attention: Deputy Comptroller
Phone: 312-744-7106
Fax: 312-744-4877

If to the Borrower:

Community Housing Partners XV L.P.
c/o Chicago Community Development Corporation
36 South Wabash Avenue
Suite 1310
Chicago, Illinois 60603
Attention: _____
Phone: _____
Fax: _____

with copies to:

Duane Morris LLP
190 S. LaSalle Street
Suite 3700
Chicago, Illinois 60603
Attention: Douglas Antonio
Phone: 312-499-6772
Fax: 312-277-1091

and to:

_____
_____
_____
Attention: _____
Phone: _____
Fax: _____

If to the Trustee:

Seaway Bank and Trust Company
645 East 87th Street
Suite 500
Chicago, Illinois 60619
Attention: Lois Jenkins
Phone: 773-602-4156
Fax: 773-846-4246

If to the GNMA Issuer:

Enterprise Community Investment, Inc.
1135 Kildaire Farm Road
Suite 200
Cary, NC 27511
Attention: Victor E. Agusfa
Phone: 919-447-3374
Fax: _____

If to the Rating Agency:

Standard & Poor's
55 Water Street
New York, New York 10041
Phone: 212-438-1796
Fax: 212-438-2157
Attention: Public Finance Housing and Structured Group

"Notice by Mail" or "notice" of any action or condition "by Mail" shall mean a written notice meeting the requirements of this Indenture mailed by first-class mail to the Holders of specified registered Bonds at the addresses shown in the Bond Register.

"Ordinance" means the ordinance adopted by the City Council of the Issuer on February ___, 2011, authorizing the issuance, sale and delivery of the Bonds.

"Outstanding," when used with respect to the Bonds, means aii Bonds theretofore authenticated and delivered under this Indenture, except:

(a) Bonds theretofore cancelled by the Trustee or theretofore delivered to the Trustee for cancellation;

(b) Bonds for the payment or redemption of which money or obligations shall have been theretofore deposited with the Trustee in accordance with Article IX; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered under this Indenture.

"Participant" when used with respect to any Securities Depository means any participant of such Securities Depository.

"Pass-Through Rate" means the rate of interest on the GNMA Security which shall be __%.

"Paying Agent" or "paying agent" means the Trustee and its successors designated pursuant to this Indenture.

"Person" or "Persons" means one or more natural persons, firms, associations, partnerships, corporations, limited liability companies or public bodies.

"PLC" means the permanent loan certificate that is the GNMA Security issued after Final Endorsement which shall bear interest at the Pass-Through Rate and which shall be in a principal amount equal to the full principal amount of the Mortgage Loan upon Final Endorsement, minus any principal reduction payments made to the GNMA Issuer after Final Endorsement and prior to the dated date of the PLC and after giving effect to the principal payment due on the date of the PLC.

"PLC Delivery Date" means the eariier of (a) the date on which the PLC is delivered to the Trustee and (b) _____ 15, 2014, or such later date as may be permitted by the provisions of Section 4.03(c) hereof.

"PLC Issue Date" means the first day of the month in which the PLC is issued, but in no event later than _____ 1, 2014, unless extended pursuant to the provisions of Section 4.03(d) hereof.

"Project" means the acquisition, rehabilitation and equipping of a low income multi-family housing project located generally at 4509 North Hazel/852 West Sunnyside Avenue, 4426 North Magnolia Avenue, 912-914 West Montrose Avenue and 4813 North Winthrop Avenue, Chicago, Illinois and known as the "Hazel Winthrop Apartments."

"Project Costs" means, to the extent authorized by the Code, any and all costs incurred by the Borrower with respect to the acquisition, rehabilitation and equipping of the Project, including, without limitation, costs for site preparation, the planning of housing and related facilities and improvements, the acquisition of property, the removal, demolition or rehabilitation of existing structures, the rehabilitation of housing and related facilities and improvements, and all other work in connection therewith, and all costs of financing, including, without limitation, the cost of consultant, accounting and legal services, other expenses necessary or incident to determining the feasibility of the Project, contractors' and Borrower's overhead and supervisors' fees and costs directly allocable to the Project, administrative and other expenses necessary or incident to the Project and the financing thereof (including reimbursement to any municipality, county or entity for expenditures made for the Project), and interest accrued during rehabilitation and prior to the Completion Date.

"Project Fund" means the Project Fund created in Section 4.01 hereof.

"Purchase and Sale Agreement" means that certain letter agreement with respect to the purchase and sale of the GNMA Securities dated as of _____ 1, 2011, between the Trustee and the GNMA Issuer, as the same may be amended, restated or supplemented from time to time.

"Qualified Investments" means any of the following which at the time of investment are legal investments under the laws of the State for the investment of the Issuer's funds:

(a) Government Obligations;

(b) Obligations of agencies of the United States government issued by the Federal Land Bank, the Federal Home Loan Bank, the Federal Intermediate Credit Bank and the Bank for Cooperatives;

(c) Bonds or other obligations issued by any public housing agency or municipality in the United States of America, which bonds or obligations are assigned a rating of "AAA" or better by the Rating Agency and are fully secured as to the payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States of America government, or project notes issued by any public housing agency, urban renewal agency or municipality in the United States assigned a rating of "AAA" or better by the Rating Agency and fully secured as to payment of both principal and interest by a requisition, loan or payment agreement with the United States government;

(d) [The Investment Agreement;]

(e) Interest-bearing time deposits, repurchase agreements, rate guarantee agreements or other similar banking arrangements with a bank or trust company having capital and surplus aggregating at least $50 million or with any government bond dealer reporting to, trading with and recognized as a primary dealer by the Federal Reserve Bank of New York having capital aggregating at least $50 million or with any corporation which is subject to registration with the Board of Governors of the Federal Reserve System pursuant to the requirements of the Bank Holding Company Act of 1956 and whose unsecured or uncollateralized long-term debt obligations are assigned a rating by the Rating Agency of "AAA" or better for agreements of more than one year or whose

unsecured and uncollateralized short-term debt obligations are assigned a rating by the Rating Agency of "A-1+" or better for agreements of one year or less, provided that each such interest-bearing deposit, repurchase agreement, guarantee agreement or other similar banking arrangement shall permit the moneys so placed to be available for use at the time provided with respect to the investment or reinvestment of such moneys;

(f) No-load, open-end money market mutual funds (including those of the Trustee and its affiliates) registered under the Investment Company Act of 1940, provided the portfolio of such fund is limited to Government Obligations and such fund has been assigned a rating by the Rating Agency of "AAAm" or "AAAmG"; and

(g) Any other investment agreed upon in writing by the Issuer and the Borrower, with consent of the Rating Agency, except as hereafter provided.

Qualified Investments shall not include the following: (i) any investments with a final maturity, or any agreements with a term greater than 365 days from the date of the investment (except (A) obligations that provide for the optional or mandatory tender, at par, by the holder thereof at least once within 365 days of the date of purchase, (B) any investments listed in subparagraphs (a) or (b) above that are irrevocably deposited with the Trustee for payment of Bonds pursuant to Section 9.01, and (C) agreements listed in subparagraph (d) or (e) above), (ii) any obligation with a purchase price greater than the par value of such obligation (except for obligations described in subparagraph (A) or (B) above which are noncallable by the issuer thereof), (iii) mortgage-backed securities, real estate mortgage investment conduits or collateralized mortgage obligations, (iv) interest-only or principal-only stripped securities, (v) obligations bearing interest at inverse floating rates, (vi) investments which may be prepaid or called at a price less than its purchase price prior to stated maturity or (vii) any investment the interest rate on which is variable and is established other than by reference to a single index plus a fixed spread, if any, and which interest rate moves proportionately with that index, and provided further that if any such investment described in subparagraphs (a) through (f) above is required to be rated, such rating requirements will not be satisfied if such rating is evidenced by the designation of an "r" or "t" highlighter affixed to its rating.

"Qualified Project Costs" means Project Costs (excluding Costs of Issuance) paid after the date which is 60 days prior to the adoption of the Inducement Ordinance, which either constitute land or property of a character subject to the allowance for depreciation under Section 167 of the Code or are chargeable to a capital account with respect to the Project for federal income tax and financial accounting purposes, or would be so chargeable either with a proper election by the Borrower or but for the proper election by the Borrower to deduct those amounts within the meaning of Code Regulation 1.103-8(a)(1)(i); provided, however, that only such portion of interest accrued during rehabilitation of the Project shall constitute a Qualified Project Cost as bears the same ratio to all such interest as the Qualified Project Costs bear to all Project Costs; and provided, further, that interest accruing after the Completion Date shall not be a Qualified Project Cost; and provided still further that, if any portion of the Project is being constructed by an Affiliated Party (whether as a general contractor or a subcontractor), "Qualified Project Costs" shall include only (a) the actual out-of-pocket costs incurred by such Affiliated Party in rehabilitating the Project (or any portion thereof), (b) any reasonable fees for supervisory services actually rendered by the Affiliated Party and (c) any overhead expenses incurred by the Affiliated Party which are directly attributable to the work performed on the Project, and shall not include, for example, intercompany profits resulting from members of an affiliated group (within the meaning of Section 1504 of the Code) participating in the

rehabilitation of the Project or payments received by such Affiliated Party due to early completion of the Project (or any portion thereof).

"Rating Agency" means Standard & Poor's Rating Group, or its successor, if such rating agency is then maintaining a rating on the Bonds, and any other nationally recognized securities rating agency to which the Issuer has applied for a rating on any Outstanding Bonds and which rating is currently in effect.

"Rebate Analyst Fee" means $_____ payable every five years on _____ 20 beginning _____, 2016.

"Rebate Fund" means the Rebate Fund created in Section 4.01 hereof.

"Redemption Date" means any date fixed by the Trustee on which Bonds are redeemed in accordance with this Indenture.

"Registrar" means the Trustee, or any successor Registrar, appointed in accordance with Section 2.09 of this Indenture. "Principal Office" of the Registrar shall mean the principal corporate trust office of the Trustee if the Trustee is serving as Registrar, and with respect to any other Registrar shall mean the office thereof designated in writing to the Trustee.

"Regular Record Date" means, with respect to an Interest Payment Date, the close of business on the first day of the calendar month of such Interest Payment Date whether or not a Business Day.

"Regulatory Agreement" means the Regulatory Agreement and Declaration of Restrictive Covenants dated as of _____ 1, 2011, by and among the Borrower, the Trustee and the City.

"Reserve Fund" means the Reserve Fund created in Section 4.01 hereof.

"Seasoned Funds" means (i) moneys deposited by the Borrower with the Trustee and so designated by the Borrower which moneys shall have been held by the Trustee for at least 366 days prior to the date such moneys are to be used to make payments on the Bonds, provided that no Act of Bankruptcy shall have occurred during such 366-day period after such moneys were deposited with the Trustee (as evidenced by a certificate of the Borrower, General Partner or guarantor, as applicable, to the effect that no Act of Bankruptcy has occurred during such period) or (ii) moneys with respect to which there has been delivered to the Trustee an opinion of nationally recognized bankruptcy counsel to the effect that payment of such moneys to the bondholders in payment of principal of, premium or interest on the Bonds will not constitute a preferential payment recoverable under Section 547 of the United States Bankruptcy Code and will not be subject to, or will promptly be released from, the automatic stay provided for in Section 362(a) of the United States Bankruptcy Code in the event of the bankruptcy of the Borrower, any General Partner or guarantor of the Borrower or the Issuer.

"Securities Depository" means any securities depository registered as a clearing agency with the Securities and Exchange Commission pursuant to Section 17A of the Securities Exchange Act of 1934, as amended, and appointed as a securities depository for the Bonds.

"Sinking Fund Installments" means the amounts required to be paid in connection with the mandatory redemption of Bonds pursuant to Section 3.01(b) hereof.

"Special Record Date" means the date and time established by the Trustee for the determination of which Holders shall be entitled to receive overdue interest on the Bonds pursuant to Section 2.02 hereof.

"State" means the State of Illinois.

"Supplemental Indenture" means a supplement to this Indenture being authorized and executed pursuant to Section 8.01 or Section 8.02 hereof.

"Trust Estate" means the property rights, money, securities and other amounts pledged and assigned pursuant to the Granting Clauses of this Indenture.

"Trustee Fee" means $_____ per annum (which includes any fees due to the Tmstee pursuant to any related Continuing Disclosure Agreement) payable in advance on _____ of each year, commencing _____, 2012. The Trustee Fee for 2011 shall be paid at closing.

Section 1.02 Interpretation. Reference to Articles, Sections, and other subdivisions are to the designated Articles, Sections, and other subdivisions of this Indenture. The headings of this Indenture are for convenience only and do not define or limit the provisions hereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate.

ARTICLE II

THE BONDS

Section 2.01 Issuance of Bonds. The Bonds shall be issued in the aggregate principal amount of $_____; shall be designated "Multi-Family Housing Revenue Bonds (Hazel Winthrop Apartments) Series 2011A (FHA Insured/GNMA)"; shall be issued only as fully registered bonds; and shall be in the Authorized Denominations requested by the Holder (provided, however, that each Bond shall have only one principal maturity date). Unless the Issuer shall otherwise direct, the Bonds shall be numbered from R-I upward.

Each Bond shall be in the form attached as ***Exhibit A*** to this Indenture, shall be dated the Issuance Date, and shall bear interest until paid from the most recent date to which interest has been duly paid or provided for or, if no interest has been paid or duly provided for, from the Issuance Date.

Interest on the Bonds is payable on _____, 2011, and on each _____ 2 and _____ thereafter (the "Interest Payment Dates"). Interest on the Bonds shall be calculated on the basis of a 360-day year of twelve 30-day months.

The Bonds shall mature on _____, 20___, and shall bear interest at the Interest Rate:

Year	Principal Amount	Interest Rate

20___ $_____ _____%

Section 2.02 Payment of Bonds. Payment of principal, premium, if any, and interest shall be made in lawful money of the United States of America. Principal of and premium, if any, on the Bonds due upon maturity or earlier redemption in whole shall be paid only upon presentation and surrender thereof for cancellation at the principal corporate trust office of the Trustee or at the principal office of any additional paying agent appointed pursuant to Section 7.13 hereof to the Person appearing on the registration books as the registered Holder thereof. Payment of the interest and principal (other than as set forth above) on any Bond shall be made to the Person whose name appears on the Bond Register as the registered Holder thereof as of the close of business on the Regular Record Date applicable to such Interest Payment Date, such interest to be paid by check or draft mailed to such registered Holder at his or her address as it appears on such Bond Register, notwithstanding the cancellation of such Bond upon any registration of transfer or exchange thereof subsequent to such Regular Record Date and prior to such Interest Payment Date; provided, however, that payment of interest on any Interest Payment Date shall be made by wire transfer to the Holder as of the close of business on the Regular Record Date upon written notice of such wire transfer address in the continental United States of America by such Holder to the Trustee given prior to such Regular Record Date (which notice may provide that it will remain in effect until revoked), and further provided that such wire transfer shall only be made with respect to an owner of $1,000,000 or more in aggregate principal amount of the Bonds as of the close of business on the Regular Record Date relating to such Interest Payment Date.

If the funds available under this Indenture are insufficient on any Interest Payment Date to pay the interest then due, the Regular Record Date shall no longer be applicable with respect to the Bonds. If sufficient funds for the payment of such overdue interest thereafter become available, the Trustee shall immediately establish a special interest payment date for the payment of the overdue interest and a Special Record Date (which shall be a Business Day) for determining the Holders entitled to such payments. Notice of such day so established shall be given by first-class mail by the Trustee to each Holder at least 10 days prior to the Special Record Date, but not more than 30 days prior to the special interest payment date. The overdue interest shall be paid on the special interest payment date to the Person whose name appears on the Bond Register as the Registered Holder thereof as of the close of business on the Special Record Date. Prior Holders of Bonds who transfer or exchange Bonds prior to such Special Record Date shall have no rights with respect to the payment of overdue interest on the Bonds so transferred or exchanged.

Section 2.03 Restriction on Issuance of Bonds. No Bonds may be issued under the provisions of this Indenture except in accordance with this Article. The total principal amount of Bonds that may be issued hereunder, other than Bonds issued pursuant to the provisions of Sections 2.08 and 2.10 hereof or in substitution for other Bonds, is expressly limited to the amount set forth in Section 2.01.

Section 2.04 Limited Obligations. The Bonds and the interest thereon are limited obligations of the Issuer, payable solely from the revenues, receipts and security pledged

therefor in the Granting Clauses hereof. The Bonds, together with premium, if any, and interest thereon, do not constitute an indebtedness, liability, general or moral obligation or a pledge of the full faith or loan of credit of the Issuer, the State, or any political subdivision of the State within the meaning of any constitutional or statutory provisions. Neither the Issuer, the State nor any political subdivision thereof shall be obligated to pay the principal of, premium, if any, or interest on the Bonds or other costs incident thereto except from the payments pledged with respect thereto and certain reserve funds established in connection therewith. Neither the faith and credit nor the taxing power of the United States of America, the Issuer, the State or any political subdivision thereof is pledged to the payment of the principal of, premium, if any, or interest on the Bonds or other costs incident thereto. The Bonds are not a debt of the United States of America or any agency thereof, and are not guaranteed by the United States of America or any agency thereof.

Section **2.05** Indenture Constitutes Contract. In consideration of the purchase and acceptance of the Bonds issued hereunder by those who shall hold them from time to time, the provisions of this Indenture shall be deemed to be a part of, and continue to be, a contract between the Issuer and the Holders of the Bonds from time to time.

Section **2.06** Execution. The Bonds shall be executed on behalf of the Issuer by the manual or facsimile signature of its Mayor or Chief Financial Officer, attested by the manual or facsimile signature of its City Clerk or Deputy City Clerk, under the official seal, or a facsimile thereof, of the Issuer. Any facsimile signatures shall have the same force and effect as if said officers had manually signed said Bonds. Any reproduction of the official seal of the Issuer on the Bonds shall have the same force and effect as if the official seal of the Issuer had been impressed on the Bonds.

In case any officer whose manual or facsimile signature shall appear on any Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery, and also any Bond may bear the facsimile signatures of, or may be signed by, such persons as at the actual time of the execution of such Bond shall be the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

Section **2.07** Authentication. Only such Bonds as shall have endorsed thereon a certificate of authentication substantially in the form on the attached ***Exhibit A*** set forth duly executed by the Trustee shall be entitled to any right or benefit under this Indenture. No Bond shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly executed manually by the Trustee; and such executed certificate upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Trustee, but it shall not be necessary that the same person sign the certificate of authentication of all of the Bonds.

Section **2.08** Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond is mutilated, lost, stolen or destroyed, the Issuer shall execute and the Trustee shall authenticate a new Bond, of like date, interest rate, maturity and denomination as that mutilated, lost, stolen or destroyed. Any mutilated Bond shall first be surrendered to the Trustee; and in the case of any lost, stolen or destroyed Bond, there shall first be furnished to the Issuer and the Trustee evidence of such loss, theft or destruction reasonably satisfactory to them together with

indemnity reasonably satisfactory to them. In the event any such Bond shall have matured, instead of issuing a duplicate Bond or Bonds the Trustee may pay the same without surrender thereof. The Issuer and the Trustee may charge the holder or owner of such Bond with their reasonable fees and expenses, including the cost of printing replacement Bonds.

Every new Bond issued pursuant to this Section shall, with respect to such Bond, constitute an additional contractual obligation of the Issuer, whether or not the mutilated, lost, stolen or destroyed Bond shall be found at any time, and shall be entitled to all the benefits of this Indenture equally and proportionately with any and all other Bonds duly issued hereunder. All Bonds shall be held and owned on the express condition that the foregoing provisions of this Section are exclusive with respect to the replacement or payment of mutilated, lost, stolen or destroyed Bonds and shall preclude any and all rights or remedies, notwithstanding any law or statute existing or hereafter enacted to the contrary with respect to the replacement or payment of negotiable instruments or other securities without their surrender.

Section 2.09 Transfer and Exchange of Bonds; Persons Treated as Holders. The Trustee as Registrar shall cause a bond register (herein sometimes referred to as the "Bond Register") to be kept for the registration of transfers of Bonds. Any Bond may be transferred only upon an assignment duly executed by the registered Holder or his or her duly authorized representative in such form as shall be satisfactory to the Registrar, and upon surrender of such Bond to the Trustee for cancellation. Whenever any Bond or Bonds shall be surrendered for transfer, the Issuer shall execute and the Trustee shall authenticate and deliver to the transferee a replacement fully registered Bond or Bonds of Authorized Denomination in an aggregate principal amount equal to the unmatured and unredeemed principal amount of, and bearing interest at the same rate and maturing on the same date or dates as, the Bonds being presented and surrendered for transfer.

Any Bond may, in accordance with its terms, be exchanged, at the office of the Trustee, for a new fully registered Bond or Bonds, of the same maturity, of any Authorized Denomination or Denominations in an aggregate principal amount equal to the unmatured and unredeemed principal amount of, and bearing interest at the same rate as, the Bonds being exchanged.

In all cases in which Bonds shall be transferred or exchanged hereunder, the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

All Bonds issued upon any transfer or exchange of Bonds shall be the valid limited obligations of the Issuer, evidencing the same debt, and entitled to the same benefits under this Indenture, as the Bonds surrendered upon transfer or exchange. Neither the Issuer nor the Trustee shall be required to make any exchange or transfer of a Bond during a period beginning at the opening of business 15 days before (i) any Interest Payment Date (including any special interest payment date described in Section 2.02 hereof), or (ii) the day of the mailing of a notice of redemption of Bonds and ending at the close of business on the day of such mailing or such Interest Payment Date, or to transfer or exchange any Bonds selected for redemption, in whole or in part.

The Person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of or on account of the principal of and premium and interest on any such Bond shall be made only to or upon the order of the registered Holder thereof or his legal representative, and neither the Issuer nor the

Tmstee shall be affected by any notice to the contrary. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums to be paid.

Section 2.10 Temporary Bonds. Until definitive Bonds are ready for delivery, there may be executed, and upon the request of the Issuer, the Trustee shall authenticate and deliver, in lieu of definitive Bonds, temporary printed, typewritten, engraved or lithographed Bonds, in such Authorized Denomination as shall be determined by the Issuer, in fully registered form, in substantially the tenor hereinabove set forth and with such appropriate omissions, insertions and variations as may be required.

If temporary Bonds shall be issued, the Issuer shall cause the definitive Bonds to be prepared and to be executed and delivered to the Trustee, and the Trustee, upon presentation to it at its principal corporate tmst office of any temporary Bonds, shall cancel the same and authenticate and deliver in exchange therefor, without charge to the holder or owner thereof, a definitive Bond or Bonds, as the case may be, of an equal aggregate principal amount in Authorized Denominations, of the same series and maturities and bearing interest at the same rates as the temporary Bond surrendered. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefit and security of this Indenture as the definitive Bonds to be issued and authenticated hereunder. Interest on temporary Bonds, when due and payable, if the definitive Bonds shall not be ready for exchange, shall be paid in the manner provided in Section 2.02 hereof.

Section 2.11 Safekeeping and Cancellation of Bonds. Any Bond surrendered for the purpose of payment or retirement, or for exchange, or for replacement or payment pursuant to Section 2.08, shall be cancelled upon surrender thereof to the Trustee. Certification of such surrender and cancellation shall be made to the Issuer by the Trustee. Cancelled Bonds, or unissued Bond inventory held in blank by the Trustee upon the maturity or total redemption of the Bonds, shall be destroyed by shredding or cremation by the Trustee, and certificates of such destruction (describing the manner thereof) shall be provided by the Trustee to the Issuer.

Section 2.12 Book-Entry Provisions. The provisions of this Section shall apply so long as the Bonds are maintained in book-entry form with The Depository Trust Company or another Securities Depository, any provisions of this Indenture to the contrary notwithstanding.

(a) Paymenfs. The Bonds shall be payable to the Securities Depository, or its nominee, as the registered owner of the Bonds, on each date on which the principal of, interest on, and premium, if any, on the Bonds is due as set forth in this Indenture and in the Bonds. Such payments shall be made to the offices of the Securities Depository specified by the Securities Depository to the Issuer and the Trustee in writing. Without notice to or the consent of the beneficial owners of fhe Bonds, the Issuer and the Securities Depository may agree in writing to make payments of principal, premium, if any, and interest in a manner different from that set forth herein. If such different manner of payment is agreed upon, the Issuer shall give the Trustee notice thereof, and the Trustee shall make payments with respect to the Bonds in the manner specified in such notice as set forth herein. Neither the Issuer nor the Trustee shall have any obligation with respect to the transfer or crediting of the principal of, interest on, and premium, if any, on the Bonds to Participants or the beneficial owners of the Bonds or their nominees.

(b) *Replacement of the Securities Depository*. The Issuer may, and in the case of subparagraph (ii) below shall, discontinue use of a Securities Depository as the depository of the Bonds if (i) the Issuer, in its sole discretion, determines that (A) such Securities Depository is incapable of discharging its duties with respect to the Bonds, or (B) the interest of the beneficial owners of the Bonds might be adversely affected by the continuation of the book-entry system with such Securities Depository as the depository for the Bonds, (ii) the beneficial owners of 100% of the Bonds Outstanding direct the Issuer to do so, or (iii) such Securities Depository determines not to continue to act as a depository for the Bonds or is no longer permitted to act as such depository. Notice of any determination pursuant to clause (i) shall be given to such Securities Depository at least 30 days prior to any such determination (or such fewer number of days as shall be acceptable to such Securities Depository). The Issuer shall have no obligation to make any investigation to determine the occurrence of any events that would permit the Issuer to make any determination described in this paragraph.

(c) *Discontinuance of Book-Entry or Change of Securities Depository*. If, following a determination or event specified in paragraph (b) above, the Issuer discontinues the maintenance of the Bonds in book-entry form with the then current Securities Depository, the Issuer will issue replacement Bonds to the successor Securities Depository, if any, or, if no replacement Securities Depository is selected for fhe Bonds, directly to the Participants as shown on the records of the former Securities Depository or, to the extent requested by any Participant or if directed to do so by the beneficial owners of 100% of the Bonds Outstanding pursuant to subparagraph (b)(ii) above, to the beneficial owners of the Bonds shown on the records of such Participant. Replacement Bonds shall be in fully registered form and in authorized denominations, be payable as to interest on the Interest Payment Dates of the Bonds by check or draft mailed to each registered owner at the address of such owner as it appears on the bond registration books maintained by the Bond Registrar for such purpose at the principal corporate trust office of the Trustee or at the option of any registered owner of not less than $1,000,000 principal amount of Bonds, by wire transfer to any address in fhe continental United States of America on such Interest Payment Date to such registered owner as of the Regular Record Date relating to such Interest Payment Date, if such registered owner provides the Trustee with written notice of such wire transfer address not later than such Regular Record Date (which notice may provide that it will remain in effect with respect to subsequent Interest Payment Dates unless and until changed or revoked by subsequent notice). Principal and redemption premium, if any, on the replacement Bonds are payable only upon presentation and surrender of such replacement Bond or Bonds at the principal corporate trust office of the Trustee.

(d) *Effect of Book-Entry Sysfem*. The Securities Depository and its Participants and the beneficial owners of the Bonds, by their acceptance of the Bonds, agree that the Issuer and the Trustee shall not have liability for the failure of such Securities Depository to perform its obligations to the Participants and the beneficial owners of the Bonds, nor shall the Issuer or the Trustee be liable for the failure of any Participant or other nominee of the beneficial owners to perform any obligation of the Participant to a beneficial owner of the Bonds.

Section **2.13** Delivery of the Bonds. Upon execution and delivery of this Indenture, the Trustee shall authenticate and deliver the Bonds upon the order of the Issuer, but only upon the receipt of the following:

(a) An order of the Issuer directing the Trustee to authenticate and deliver the Bonds against receipt of the purchase price therefor;

(b) A certified copy of the Ordinance;

(c) An approving opinion of Bond Counsel regarding the validity of the Bonds and the exclusion of interest on the Bonds from federal income taxation;

(d) An executed copy of the Purchase and Sale Agreement;

(e) Copies of the executed FHA-insured Mortgage Note and Mortgage;

(f) An executed copy of the Financing Agreement;

(g) An executed counterpart of the Continuing Disclosure Agreement;

(h) A certification of the GNMA Issuer (substantially in the form of ***Exhibit*** B hereto) that it has sufficient commitment authority to issue the GNMA Securities;

(i) An opinion of counsel to the GNMA Issuer to the effect that the GNMA Issuer is and, under the GNMA authorized commitment authority, authorized to issue Guaranty Mortgage-Backed Securities to issue the GNMA Securities in an aggregate principal amount equal to at least $_____;

(j) [Executed copies of the Investment Agreement;] and

(k) Evidence of recordation bf the Regulatory Agreement (which may be in the form of a title company certified copy).

ARTICLE III

REDEMPTION OF BONDS

Section 3.01 Redemption of Bonds.

(a) *Extraordinary Mandatory Redemption*. The Bonds are subject to mandatory redemption prior to maturity on the eariiest practicable date for which notice of redemption can be given by the Trustee pursuant to Section 3.03 hereof, unless othenwise provided, at a redemption price equal to the principal amount thereof plus accrued interest to the Redemption Date without premium (i) in whole on _____ (or such later date as shall be permitted under Section 4.03(c) of this Indenture), if the Initial CLC in the amount of $_____ is not delivered to the Trustee by the Initial CLC Delivery Date (or such later date as shall be permitted under Section 4.03(c) of this Indenture) from amounts on deposit in or held for the benefit of the Project Fund, the Reserve Fund and the Bond Fund, (ii) in whole, without notice, if the PLC is not delivered to the Trustee by the PLC Delivery Date (or such later date as shall be permitted under Section 4.03(d) of this Indenture) (A) on the eariiest practicable date (but not more than 15 days) following the PLC Delivery Date, initially in a principal amount equal to all funds remaining in the Project Fund and (B) thereafter, on the eariiest practicable date (but not more than 15 days) following the CLC Maturity Date, the remaining principal amount upon receipt of the principal amount of any CLC; in either

case, at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed, plus accrued interest to the Redemption Date, without premium; (iii) in part without notice, on the eariiest practicable date after the PLC Delivery Date (but not more than 15 days) at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed, plus accrued interest thereon to the Redemption Date, without premium, to the extent that the principal balance of the PLC delivered to the Trustee is less than $_____ for any reason other than because a portion of the Mortgage Loan has been amortized, in a principal amount equal to the amount remaining in the Project Fund plus any prepayments on the CLCs; to the extent the PLC is delivered in an amount less than the principal amount of the Mortgage Note of Final Endorsement because of amortization of the Mortgage Loan, as certified by the Lender, monies on deposit in the Project Fund equal to such amortized amount shall be transferred to the Bond Fund rather than being used to call Bonds pursuant to this provision, provided, however, that such money transferred to the Bond Fund should be applied to the next regulariy-scheduled sinking fund redemption; or (iv) as a whole or in part, if the Trustee receives payments on the GNMA Securities exceeding regulariy scheduled payments of principal and interest thereon (other than optional prepayments of the Mortgage Loan), including payments representing (A) casualty insurance proceeds, condemnation awards or other amounts applied to the prepayment of the Mortgage Loan following a partial or total destruction or condemnation of the Project, (B) mortgage insurance proceeds or other amounts received with respect to the Mortgage Loan following the acceleration thereof upon the occurrence of an event of default thereunder, (C) a prepayment of the Mortgage Loan required by applicable rules, regulations, policies and procedures of HUD or GNMA (including the possible exercise by HUD of its right to override the prepayment and premium provisions of the Mortgage Note if HUD determines that prepayment of the Mortgage Loan will avoid a mortgage insurance claim and is therefore in the best interest of the Federal government), or (D) prepayments on the GNMA Security derived from prepayments on the Mortgage Loan made by the Borrower without notice or prepayment penalty while under the supervision of a trustee in bankruptcy. If less than all the Bonds then outstanding shall be called for redemption, Bonds to be redeemed shall be selected as provided in Section 3.02 hereof.

(b) *Mandatory Sinking Fund Redemption of Bonds*. Bonds are subject to mandatory redemption prior to maturity by lot, at a redemption price of par, plus accrued interest to the Redemption Date, from mandatory Sinking Fund Installments which are required to be made in amounts sufficient to redeem or pay on _____ and _____ of each year specified below the respective principal amount of such Bonds specified for each such date, as hereinafter set forth:

Date	Principal Amount	Date	Principal Amount

(c) Optional Redemption of Bonds. The Bonds are also subject to redemption at the option of the Issuer at the direction of the Borrower in whole or in part at any time, on or after _____, 2021 (and then at the earliest practical date for which notice of redemption can be given by the Trustee pursuant to Section 3.03 hereof), from (i) payments on the GNMA Securities representing optional prepayments on the Mortgage Loan, (ii) Seasoned Funds, (iii) refunding bond proceeds or (iv) any other source provided that the Trustee shall have received an opinion of Bond Counsel or bankruptcy counsel to the effect that moneys derived from such other source are not subject to the provisions of Sections 362(a), 547 and 550 of the United States Bankruptcy Code at the redemption price set forth below, plus accrued interest to the Redemption Date:

_____, 2021 through _____, 2022	102%
_____, 2022 through _____, 2023	101%
_____, 2023 and thereafter	100%

(d) Mandatory Redemption of Bonds Upon Termination of Agreement by Issuer Under Section 5.2 of Agreement. The Bonds will be redeemed in whole on any day within 30 days after the Borrower and the Trustee receive written notice from the Issuer of a termination of the Agreement and the Bonds pursuant to Section 5.2 of the Agreement. Such redemption shall be at a redemption price equal to the principal amount of the Bonds plus accrued interest to the redemption date plus a premium equal to any optional redemption premium which would be payable if the Bonds were optionally redeemed on such date in accordance with the provisions under "Optional Redemption of Bonds" in Section 3.01(c) above.

Section 3.02 Selection of Bonds for Redemption.

(a) If less than all the Bonds shall be called for extraordinary mandatory redemption pursuant to Section 3.01(a)(iii), the Trustee shall determine the amount of principal payments under the Mortgage Note that have been made prior to the purchase of the PLC (including any principal payment due on the dated date of the PLC) as specified in the certificate of the GNMA Issuer required by Section 4.03(b)(iii)(E)(4), and the Trustee shall transfer from the Project Fund to the Bond Fund an amount equal to such amount of principal payments. The Trustee shall redeem (and adjust the mandatory sinking fund schedules set forth in Section 3.01(b) accordingly), an amount of Bonds of each maturity so that the resulting decrease in debt service on the Bonds during each six-month period ending on each Interest Payment Date, is proportional, as nearly as practicable, to the decrease in the payment on the GNMA Securities in each six-month period. If less than all of the Bonds are to be called for optional redemption or pursuant to Section 3.01(a)(iv), the Trustee shall redeem (and adjust the mandatory sinking fund schedules set forth in Section 3.01(b) above accordingly), an amount of Bonds of each maturity so that the resulting decrease in debt service on the Bonds during each six-month period ending on each Interest Payment Date, is proportional, as nearly as practicable, to the decrease in the payments on the GNMA Securities in each six-month period. The decrease in the payments on the GNMA Securities shall be determined by comparing the originally scheduled payments on the GNMA Securities (as submitted by the Rating Agency in connection with the initial rating of the Bonds) to

the revised schedule of payments on the GNMA Securities as set forth in the certificate of the GNMA Issuer required by Section 4.04(i).

(b) If less than all the Bonds of any maturity then Outstanding shall be called for redemption, the Bonds (or portions of Bonds in the Authorized Denominations) of such maturity to be redeemed shall be selected by the Trustee by lot.

(c) The portion of any Bond to be redeemed shall be in the principal amount of an Authorized Denomination, and, in selecting Bonds for redemption, the Trustee shall treat each Bond as representing that number of Bonds which is obtained by dividing the principal amount of such Bond by $5,000.

In case part but not all of an Outstanding Bond shall be selected for redemption, the Holder thereof or his attorney or legal representative shall present and surrender such Bond to the Trustee for payment of the principal amount thereof so called for redemption, and the Issuer shall execute and the Trustee shall authenticate and deliver to or upon the order to such Holder or his legal representative, without charge therefor, for the unredeemed portion of the Bond so surrendered a Bond of the same maturity and bearing interest at the same rate.

Section 3.03 Notice of Redemption. Unless waived by any Holder of Bonds to be redeemed, official notice of redemption shall be given by the Trustee on behalf of the Issuer by mailing a copy of an official redemption notice by first class mail or facsimile to the Holder of each Bond to be redeemed, at the address of such Holder shown on the Bond Register, not less than 15 days nor more than 60 days prior to the date fixed for redemption. Except in the case of mandatory sinking fund redemptions pursuant to Section 3.01(b) hereof, the Trustee shall not mail a notice of redemption until it has received funds to affect such redemption. As provided in Section 3.01(a) hereof, the Trustee shall redeem any Bonds to be redeemed under said Section 3.01(a) on the earliest practicable date for which notice can be given by the Trustee under this Section 3.03 and shall provide the shortest practicable notice period permitted hereunder.

All official notices of redemption shall be dated and shall state:

(a) the Redemption Date,

(b) the redemption price,

(c) if less than all Outstanding Bonds are to be redeemed, the identification and the respective principal amounts of the Bonds to be redeemed,

(d) that on the Redemption Date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date, and

(e) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Trustee.

In addition to the foregoing official notice, further notice shall be given by the Trustee as set out below, but no defect in said further notice nor any delay in giving such notice

nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if the official notice thereof is given as above prescribed.

(i) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (i) the CUSIP numbers of all Bonds being redeemed; (ii) the date of issue of the Bonds as originally issued; (iii) the rate of interest borne by each Bond being redeemed; (iv) the maturity date of each Bond being redeemed; and (v) any other descriptive information needed to identify accurately the Bonds being redeemed.

(ii) Each further notice of redemption shall be sent at least **30** days before the Redemption Date by registered or certified mail or overnight delivery service or facsimile to all registered security depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds (such depositories now being The Depository Trust Company of New York, New York) and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(iii) Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall identify, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

Failure to duly give official notice of redemption by mail or any defect therein shall not affect the validity of the proceedings for the redemption of any Bond or Bonds. Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given, whether or not the registered Holder receives notice.

Additionally, in the event of an optional redemption of Bonds on a date on which the redemption price includes a redemption premium, the Trustee shall not give notice of such redemption unless the Trustee shall have received: (a) written notice of prepayment from the GNMA Issuer or the Borrower not less than **45** days prior to the applicable scheduled GNMA prepayment date; (b) at least 15 days prior to the anticipated GNMA prepayment date, written notice from the GNMA Issuer of its receipt of the amount of the prepayment, which amount shall include the principal to be prepaid under the GNMA Security plus accrued interest through the last day of the preceding month; (c) the prepayment premium from the Borrower in Seasoned Funds; and (d) a written certificate of the Borrower, upon which the Trustee may conclusively rely, that no Act of Bankruptcy has occurred during the 366-day period prior to the deposit by the Borrower of the prepayment premium with the Trustee, provided that if the Trustee shall receive a written commitment by the GNMA Issuer (with the written consent of GNMA) to make or pass through payment of the required prepayment premium with the prepaid principal amount, then the requirements of (c) and (d) shall no longer apply. The Borrower is required under the Financing Agreement to cause additional amounts, if any, necessary to effect the redemption of the Bonds to be paid to the Trustee, if any, to assure payment of all interest due on the Bonds to the Redemption Date, taking into account the anticipated earnings on the reinvestment of funds held under the Indenture, or to deposit such amounts with the Trustee, provided that the payment of such amounts meets the requirements of (c) and (d) above.

Section 3.**04** Effect of Notice of Redemption. Notice of Redemption having been given in the manner provided in this Article III, and money sufficient for the redemption being held by the Trustee for that purpose, the Bonds so called for redemption shall become

due and payable on the Redemption Date, and interest thereon shall cease to accrue on such date; and the Holders of the Bonds so called for redemption shall thereafter no longer have any security or benefit under this Indenture except to receive payment of the redemption price for such Bonds and, to the extent provided in Section 3.02 hereof, to receive Bonds for any unredeemed portions of such Bonds.

Section 3.05 Cancellation. All Bonds which shall have been redeemed shall be cancelled and destroyed by the Trustee and shall not be reissued. A counterpart of the certificate of destruction evidencing such destruction shall be furnished by the Trustee fo the Issuer.

ARTICLE IV

FUNDS; INVESTMENTS

Section 4.01 Establishment of Funds. The fojiowing funds are hereby established and shall be maintained by the Trustee under this Indenture and held in trust by the Trustee for the benefit of the Bonds:

(a) Project Fund;

(b) Bond Fund;

(c) Reserve Fund;

(d) Costs of Issuance Fund; and

(e) Rebate Fund.

Section 4.02 Application of Bond Proceeds and Other Moneys. Upon delivery of the Bonds, the proceeds thereof shall be deposited with the Trustee, together with $_____ received from other moneys received from the purchaser or purchasers of the Bonds, and shall be applied as follows:

(a) $_____ shall be deposited in the Reserve Fund; and

(b) $_____ shall be deposited in the Project Fund.

Section 4.03 Project Fund.

(a) The Trustee shall deposit into the Project Fund the amounts required by Section 4.02(b) and any amounts paid to the Trustee for deposit into the Project Fund in accordance with Section 4.03(c) or Section 4.03(d) and shall invest such proceeds under the Investment Agreement. The Trustee shall request funds invested under the Investment Agreement in accordance with the terms thereof such that funds will be timely available in advance of the date such funds are needed to fund advances hereunder. No funds shall be advanced from the Project Fund prior to recordation of the Regulatory Agreement.

(b) Moneys in the Project Fund shall be disbursed by the Trustee as follows:

(i) On each date upon which the Trustee acquires from the GNMA Issuer a CLC, the Trustee shall transfer simultaneously to the GNMA Issuer in payment thereof from the Project Fund moneys then on deposit therein such amount as shall be equal to 100% of the principal amount of such CLC, plus accrued and unpaid interest on such CLC at the Pass-Through Rate.

(ii) Without limiting the provisions of subsection (b)(i) above, with respect to the acquisition of the Initial CLC, the Trustee must receive, in addition to a requisition signed by the Borrower in the form required by the Financing Agreement, the items specified in Section 3.2(a) of the Financing Agreement to be delivered in connection with the Initial Advance.

(iii) Following the delivery to the Trustee of the Initial CLC, the Trustee shall disburse from the Project Fund to the GNMA Issuer, on behalf of the Owner, the amount necessary to purchase each CLC issued for a subsequent advance of the Mortgage Loan, determined in accordance with the Purchase and Sale Agreement, but only if the Trustee has (A) received a copy of the Application for Insurance of Advance of Mortgage Proceeds with respect to such advance executed by the GNMA Issuer, (B) received confirmation that all CLCs representing prior advances have been registered in the name of the Trustee or its designees, (C) received the CLC representing the current advance (the CLC shall be delivered to the Trustee simultaneously with payment by the Trustee of the purchase price therefor), (D) received a certificate of the GNMA Issuer to the effect that neither the GNMA Issuer, nor, to its actual knowledge, the Owner, is in default under any of the Mortgage Loan Documents and a certificate of the Owner to the effect that it is not in default under any of the Mortgage Loan Documents or the Financing Agreement, (E) received a certificate of the GNMA Issuer that (1) the unpaid principal amount balance of the Mortgage Loan, after such advance, will be equal to the aggregate principal amount of all CLCs, (2) the CLCs previously issued are valid and binding obligations of the GNMA Issuer, (3) the CLCs are validly issued and subject to the guaranty of GNMA as to the payments of the principal and interest thereon, and (4) if the disbursement by the Trustee is to purchase the PLC and the aggregate principal amount of the PLC then being issued is less than $_____ notification of (x) the amount, if any, of FHA-required reduction of the Mortgage Loan at Final Endorsement and (y) the amount, if any, of scheduled principal amortization payments for the Mortgage Loan prior to the acquisition of the final CLC by the Trustee, (F) received a statement of the Owner that such disbursement will not violate the provisions of the Financing Agreement, (G) confirmed that the requirements of Section 4.03(c) and 4.04(g) wilt be satisfied, and (H) received notice of the amount of such disbursement no later than two Business Days prior to such disbursement; provided; however, that the Trustee shall not purchase CLCs in an aggregate principal amount in excess of $_____ and shall not purchase the PLC if its principal amount exceeds $_____ and provided further, however, that the Trustee shall not purchase any CLC unless, immediately after such purchase, the amount on deposit in the Project Fund will at least be equal to the sum of $_____ minus the sum of (i) the principal amount of the CLC being purchased and (ii) the aggregate principal amount of all CLCs previously delivered to the Trustee or requested from GNMA.

(iv) The Trustee shall acquire the PLC by surrendering to the GNMA Issuer for cancellation concurrently with such payment all CLCs owned by the Trustee, plus accrued and unpaid interest, provided that the PLC shall have a principal amount equal to the aggregate principal amount of outstanding CLCs (less scheduled amortization and any mortgage reduction required by HUD) and shall be dated the first day of the month in which the PLC is acquired.

(c) If the Initial CLC is not delivered on or by the Initial CLC Delivery Date, the Trustee shall, on the Business Day immediately prior to _____ 1, 2011 (or such later date as may be established in this paragraph (c)), transfer to the Bond Fund all amounts on deposit in the Project Fund and Reserve Fund for application to the mandatory redemption of Bonds in accordance with Section 3.01(a)(i) hereof; provided, however, that such transfer and such redemption shall be delayed for no more than 360 consecutive days (which may, but need not be, subdivided into shorter periods of not less than 30 days each) if an Event of Default has not occurred and is not then continuing and the Trustee shall have received no later than the Business Day next preceding _____ 13, 2011 (or any date to which such date is extended pursuant to the provisions hereof) a request from either the GNMA Issuer or the Borrower for such delay (whether or not a conflicting request is received from the other such party) accompanied by (i) a cash flow projection accompanied by a verification report by a nationally recognized firm of certified public accountants or financial consultants acceptable to the Issuer demonstrating that the sum of (A) the amounts in the Project Fund, the Reserve Fund and the Bond Fund, (B) the investment earnings to accrue on the amounts held in the Project Fund, the Reserve Fund and the Bond Fund during the period ending 30 days after the end of any period of delay requested and (C) any additional sums paid to or held by the Trustee by or on behalf of the Borrower or the GNMA Issuer for deposit into fhe Project Fund or Bond Fund (accompanied by an opinion of counsel acceptable to the Trustee to the effect that such sums are not subject to the provisions of Sections 362(a) and 547 of the Federal Bankruptcy Code in the event of a bankruptcy of the Borrower) will be at least equal to (1) the debt service on the Bonds as originally scheduled and will also be at least equal to (2) the debt service on the Bonds through the date which is 30 days after the end of any such period, plus, in each case, originally scheduled and accrued unpaid Trustee fees and rebate calculation fees (assuming redemption of all Bonds on the date set forth in this clause (2)) and any other amounts which were shown to be available at such time for debt service on the Bonds in the original cash flows prepared and submitted to the Rating Agency in connection with the issuance of the Bonds; (ii) an opinion of Bond Counsel to the effect that such extension will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes; (iii) arrangements satisfactory to the Trustee for the making of the investments contemplated by the cash flow projection; and (iv) written notice from the Rating Agency that the rating then assigned to the Bonds will not be lowered or withdrawn as a result of such extension of the Initial CLC Delivery Date. Upon the receipt of the documents and upon the arrangements listed in this subdivision, the Trustee shall permit the extension(s); provided, however, that if such documents have not been received and such arrangements have not been made by the Business Day next preceding the Initial CLC Delivery Date, then the amounts on deposit in or held for the benefit of the Project Fund, the Reserve Fund and the Bond Fund on such date shall be transferred to the Bond Fund on the Business Day next preceding _____ 1, 2011 (or such later date as previously established under this paragraph (c)), and applied to the redemption of a portion of the Bonds pursuant to Section 301(a)(i) and further provided, however, that the Trustee shall not consent to

any such extension if such extension would in the opinion of the Trustee adversely impact the Bondholders and in the absence of evidence of the consent to the extension from GNMA, which evidence shall be receipt of the Initial CLC.

(d) The PLC Delivery Date may be extended one or more times provided that the Trustee shall have received no later than 15 days prior to the PLC Delivery Date or the initial CLC Maturity Date (or any date to which such dates are extended pursuant to the provisions hereof) a written request from either the GNMA Issuer or the Borrower for such delay (whether or not a conflicting request is received from the other such party) accompanied by (i) a cash flow projection prepared by financial consultants acceptable to the Issuer or the underwriter for the Bonds demonstrating that the sum of (A) the amounts in the Project Fund, the Reserve Fund and the Bond Fund, (B) the investment earnings to accrue on the amounts held in the Project Fund, the Reserve Fund and the Bond Fund during the period ending 30 days after the end of any period of delay requested, and (C) any additional sums paid to or held by the Trustee by or on behalf of the Borrower or the GNMA Issuer (including payments on the CLCs) for deposit into the Project Fund or Bond Fund (accompanied by an opinion of counsel acceptable to the Trustee to the effect that such sums are not subject to the provisions of Sections 362(a) and 547 of the Federal Bankruptcy Code in the event of a bankruptcy of the Borrower) will be at least equal to (1) the debt service on the Bonds as originally scheduled and will also be at least equal to (2) the debt service on the Bonds through the date which is 30 days after the end of any such period, plus, in each case, originally scheduled and accrued unpaid Trustee fees and rebate calculation fees (assuming redemption of all Bonds on the date set forth in this clause (2)) and any other amounts which were shown to be available at such time for debt service on the Bonds in the original cash flows prepared and submitted to the Rating Agency in connection with the issuance of the Bonds; (ii) an opinion of Bond Counsel to the effect that such extension will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes; (iii) arrangements satisfactory to the Trustee for the making of the investments contemplated by the cash flow projection; and (iv) written notice from the Rating Agency that the rating then assigned to the Bonds will not be lowered or withdrawn as a result of such extension of the PLC Delivery Date. Upon the receipt of the documents and upon the arrangements listed in this subdivision, the Trustee shall permit the extension(s); provided, however, that if such documents have not been received and such arrangements have not been made by the Business Day next preceding the PLC Delivery Date (as extended) or the initial CLC Maturity Date (as extended) then the moneys remaining on deposit in the Project Fund on such date shall be transferred to the Bond Fund and applied, together with amounts on deposit in the Reserve Fund and the Bond Fund, to the redemption of Bonds pursuant to Section 3.01(a)(ii). In the event that the PLC Delivery Date is extended, in no evenf shall the CLC Maturity Date not be extended to a date that is 15 days after the extended PLC Delivery Date.

In the event Commencement of Amortization occurs prior to the PLC Delivery Date, under no circumstances shall the GNMA Issuer pass through to the Trustee principal payments on the Mortgage Note prior to the PLC Delivery Date (except to the extent provided in the CLCs); such principal payments shall be paid only pursuant to the terms of the Mortgage Note.

On the PLC Delivery Date, amounts remaining in the Project Fund shall be transferred to the Bond Fund either (i) for the redemption of the Bonds as set forth in

Section 3.01(a)(iii) hereof but only to the extent that the remaining amounts are attributable, as certified by the GNMA Issuer to the Trustee, to a reduction in the mortgage loan principal amount by the FHA (which does not include amortized principal) or (ii) otherwise transferring to the Bond Fund to be applied to pay debt service on the next Interest Payment Date. The Trustee shall transfer for cancellation pursuant to the book-entry system all CLCs held by it in exchange for the PLC. Notwithstanding such transfer by the Trustee of the CLCs, all such CLCs shall remain registered in the name of the Trustee and continue to be enforceable by the Trustee until such time as the Trustee has received delivery of the PLC.

(e) The Trustee shall not be required to acquire a GNMA Security unless it has sufficient funds for such acquisition on deposit in the Project Fund and Reserve Fund and unless the GNMA Security pays interest at the Pass-Through Rate and, in the case of the PLC, matures no later than _____ 15, 2053. The GNMA Security shall be registered in accordance with the provisions of Section 4.04(g).

(f) If the PLC is not delivered by the PLC Delivery Date, as such date may be extended pursuant to Section 4.03(d), the Trustee shall redeem all CLCs held by it upon their maturity and use the funds derived therefrom, together with the proceeds remaining in the Project Fund and transferred to the Bond Fund pursuant to Section 4.03(d), to redeem Bonds as provided in Section 3.01(a).

(g) The Trustee shall compare the GNMA Security or its book-entry form with the GNMA prospectus relating to the GNMA Security and GNMA Guaranty Agreement provided by the GNMA Issuer to assure delivery of the correct GNMA Security.

(h) All investment earnings under the Investment Agreement with respect to amounts on deposit in the Project Fund shall be deposited upon receipt as follows: (i) ____% of such amounts shall be deposited to the Rebate Fund and (ii) the balance shall be deposited in the General Account of the Bond Fund.

(i) On the date of purchase of GNMA Security, the GNMA Security must be registered in the name of the Trustee or other participant acting on behalf of the Trustee at the Federal Reserve System evidencing ownership of the GNMA Security the Trustee. The Trustee or other participant acting on behalf pf the Trustee shall have a first-lien position perfected security interest in the GNMA Security.

Section 4.04 Bond Fund.

(a) There shall be established and maintained by the Trustee in the Bond Fund three Accounts - the General Account, the Optional Redemption Account and the Seasoned Funds Account. The Trustee shall deposit into the General Account of the Bond Fund (i) the amounts required by Section 4.02 hereof, if any, (ii) all amounts received by the Trustee from or with respect to the GNMA Security (other than payments on the GNMA Security resulting from optional prepayments of the Mortgage Loan), (iii) any amounts transferred from the Reserve Fund pursuant to Section 4.05 hereof, and (iv) investment earnings on the Bond Fund held by the Trustee under the Indenture. The Trustee shall deposit into the Optional Redemption Account of the Bond Fund all payments on the GNMA Security resulting from optional prepayments of the Mortgage Loan.

(b) On each Interest Payment Date the Trustee shall apply amounts on deposit in the General Account (i) first, to pay the principal of and interest on the Bonds as the same becomes due; (ii) second, to pay the Trustee Fee; (iii) third, to pay the Rebate Analyst Fee.

(c) The Trustee shall apply amounts on deposit in the Optional Redemption Account to the optional redemption of Bonds pursuant to Section 3.01(c) hereof, provided that the Trustee shall not apply such amounts for such purpose unless such amounts are derived from (i) a payment on the GNMA Securities representing optional prepayment on the Mortgage Loan, (ii) refunding bond proceeds or (iii) any other source, provided that in the case of (iii) the Trustee must also be in receipt of an opinion of bankruptcy counsel to the effect that the amounts to be applied to the optional redemption of the Bonds will not be subject to an automatic stay or avoidance as a preferential transfer in the event of an Act of Bankruptcy.

(d) The GNMA Security shall be held at all times for the benefit of the Bond Fund. If the Trustee does not receive a payment on the GNMA Security when due by the close of business on the sixteenth day of any month, the Trustee shall notify and demand payment from GNMA by the close of business on the next succeeding Business Day. The Trustee shall demand payment from GNMA for all CLCs held by it upon their maturity (as such maturity may be extended pursuant to Section 4.03(c)) in return for payment of their principal amount to the Federal Reserve Bank for cancellation in connection with delivery of the PLC.

(e) The Trustee shall deposit into the Seasoned Funds Account of the Bond Fund and in subaccounts thereof, which the Trustee shall establish, fdf each such payment, without commingling the same with any other amounts in the Bond Fund, all amounts representing payments made to the Trustee by the Borrower for deposit therein as specified by the Borrower. Moneys on deposit in the Seasoned Funds Account which represent Seasoned Funds shall be applied only to pay the premium, if any, on the Bonds as the same shall become due and payable by redemption. Such moneys shall be paid to the Bondholders only if they constitute Seasoned Funds.

(f) The Trustee shall transfer to the Rebate Fund from the Bond Fund the amounts, if any, required pursuant to the Arbitrage Certificate.

(g) The GNMA Security must be registered in the name of the Trustee at the depository for such book-entry designation at the time of purchase of the GNMA Security by the Trustee and the Trustee shall have first-lien position perfected security interest in the GNMA Security.

(h) The Trustee shall be or shall become a member of the Federal Reserve System, and the GNMA Security, if in book-entry form, shall be held under the Federal Reserve System.

(i) The GNMA Issuer shall deliver to the Trustee a certificate setting forth the revised regulariy scheduled future principal and interest payments on the GNMA Securities on (x) the PLC Delivery Date if the principal amount of the PLC is less than $_____ due to mortgage reduction at Final Endorsement and (y) each instance that the Trustee receives payment on the GNMA Securities exceeding regulariy scheduled payments of principal and interest thereon. Such certificate of the GNMA

Issuer will include all regularly scheduled future principal and interest payments on the GNMA Securities until scheduled maturity and will aggregate the scheduled future payments for each future six-payment interval that begins each January through the following June and that begins each July through the following _____.

Section **4.05** Reserve Fund. The Trustee shall deposit into the Reserve Fund (i) the amounts required by Section 4.02(b) hereof and (ii) any additional amounts required by the provisions of the Indenture to be deposited therein.

The Trustee shall apply amounts on deposit in the Reserve Fund on each Interest Payment Date or any Redemption Date to pay or provide for the payment of (i) the portion the purchase price of a CLC representing accrued and unpaid interest on such CLC at fhe Pass-Through Rate and (ii) the principal of, premium, if any, or interest on the Bonds becoming due and payable, whether at maturity or by prior redemption, on such date, and for which sufficient moneys are not yet available for such purpose in the Bond Fund.

On the Business Day after the Interest Payment Date following the CLC Maturity Date, all amounts on deposit in the Reserve Fund shall be transferred to the Bond Fund.

Section **4.06** Costs of Issuance Fund. The Trustee shall deposit into the Costs of Issuance Fund any amounts (if any) deposited with the Trustee by the Borrower from equity or other sources other than Bond proceeds for deposit into the Costs of Issuance Fund.

The Trustee shall apply amounts on deposit in the Costs of Issuance Fund to pay costs of issuance of the Bonds pursuant to the written direction of the Borrower filed with the Trustee. Any amounts remaining in the Costs of Issuance Fund on September 1, 2011, shall be applied toward any amounts due to the Issuer by the Borrower.

Section **4.07** Rebate Fund. The purpose of the Rebate Fund is to facilitate compliance with Section 148(f) of the Code. Any Rebate Amount (as defined in the Arbitrage Certificate) deposited in such Fund shall be for the sole benefit of the United States of America and shall not be subject to the lien of the Indenture or to the claim of any other person, including, without limitation, the Bondholders and the Issuer. The requirements of this Section **4.07** are subject to, and shall be interpreted in accordance with, Section 148(f) of the Code and the Treasury Regulations applicable thereto (the "Regulations") and shall apply except to the extent the Trustee is furnished with an opinion of Bond Counsel or other satisfactory evidence that the Regulations contain an applicable exception. The Trustee shall make all payments, and file all forms, under the direction of the Borrower and pursuant to the Arbitrage Certificate.

Promptly at the end of each five year period after the issue date of the Bonds and also upon the retirement of the Bonds, the Trustee shall provide the Borrower with a statement of earnings on funds and accounts held under this Indenture during any period not covered by a prior statement. Each statement shall include the purchase and sale prices of each investment, if any (including any commission paid thereon which shall be separately stated if such information is available), the dates of each investment transaction, information as to whether such transactions were made at a discount or premium and such other information known or reasonably available to the Trustee as the Borrower or rebate analyst shall reasonably require. If so requested by the Borrower at any time, the Trustee shall create within the Bond Fund separate accounts for purposes of accounting for earnings on amounts attributable to the Bonds.

The Trustee shall promptly transfer to the Rebate Fund each amount required to be deposited therein pursuant to the written direction of the Borrower or the rebate analyst pursuant to the Arbitrage Certificate, first from earnings in the Project Fund, and, second, to the extent amounts in the Project Fund are insufficient, from revenues which have been deposited into the Bond Fund and earnings thereon. To the extent that the amount to be deposited into the Rebate Fund exceeds the amount which can be transferred from such funds, the Trustee shall promptly notify the Borrower and an amount equal to such deficiency shall be paid promptly by the Borrower to the Trustee for deposit into the Rebate Fund.

The Borrower and the Trustee, on behalf of the Issuer, shall keep such records as will enable them to fulfill their respective responsibilities under this Section **4.07** and Section **148**(f) of the Code, and the Borrower shall engage a rebate analyst as may be necessary in connection with such responsibilities. The Trustee, to the extent furnished to it, will retain records of all calculations performed by the rebate analyst until six years after the retirement of the last obligation of the Bonds. The fees and expenses of the rebate analyst shall be paid by the Borrower pursuant to the Financing Agreement to the extent amounts provided hereunder are insufficient for such purpose. For purposes of the computation of the Rebate Amount required under the Arbitrage Certificate, the Trustee shall make available to the Borrower and the Issuer during normal business hours all information in the Trustee's control which is necessary to such computations.

Section **4.08** Investment of Funds. The Trustee is hereby directed to enter into the Investment Agreement. Any moneys held as part of any fund created in this Article and not able to be invested pursuant to the Investment Agreement shall be invested or reinvested by the Trustee in Qualified Investments at the written or telephonic direction of the Authorized Borrower Representative, such telephonic direction tb be promptly confirmed in writing. Such moneys may only be invested in Qualified Investments which mature or are subject to redemption or repurchase at par plus accrued interest at the option of the Trustee (i) on or prior to the date or dates on which the Trustee anticipates that cash funds will be required, or (ii) within six months of the date of investment. The investments so made and earnings thereon shall be held by the Trustee and shall be deemed at all times to be a part of the fund in which such moneys were held until transferred in accordance with the term of this Indenture; provided that for purposes of investment moneys held in any of the funds established hereunder may be commingled. The Trustee is directed to sell and reduce to cash a sufficient amount of such investments whenever the cash balance in any fund shall be insufficient to cover a proper disbursement from any fund. The Trustee shall incur no liability resulting from any investments made pursuant to this Section.

The Trustee may make any and all investments permitted by this Section through its own bond or investment department, unless otherwise directed in writing by the Authorized Borrower Representative.

Section **4.09** Custody of Funds; Moneys to Be Held in Trust. The funds created under this Indenture shall be in the custody of the Trustee in its trust capacity hereunder; and the Issuer authorizes and directs the Trustee to withdraw moneys from said funds for the purposes specified herein, which authorization and direction the Trustee hereby accepts. All moneys required to be deposited with or paid to the Trustee under any provision of this Article IV shall be held by the Trustee in trust, and except for moneys held in the Rebate Fund or deposited with or paid to the Trustee for the redemption of Bonds, notice of redemption of which has been duly given, shall while held by the Trustee constitute part of the security for the Holders and be subject to the lien hereof.

Section **4.10** Final Balances. Upon final payment of all principal of, premium, if any, and interest on the Bonds, and upon satisfaction of all claims against the Issuer hereunder, Including the payment of all fees, charges and expenses of the Trustee which are due and payable hereunder, or upon the making of adequate provision for the payment of such amounts, as permitted hereby, and after satisfaction of all of the Borrower's obligations under the Financing Agreement, all money and securities remaining hereunder shall be remitted to the Issuer.

Section **4.11** Nonpresentment of Bonds. In the event any Bond shall not be presented for payment when the principal thereof becomes due in whole or in part, whether at maturity, at the Redemption Date or otherwise, or a check or draft for interest is uncashed, if funds sufficient to pay such Bonds shall have been made available to the Trustee for the benefit of the Holder or Holders thereof, all liabilities of the Issuer to the Holder thereof for the payment of such Bond, as the case may be, shall thereupon cease and be completely discharged, and it shall be the duty of the Trustee to hold such funds for a period of six years after maturity of all Bonds, without liability for interest thereon, in a separate account in the Bond Fund for the benefit of the Holder of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond. After the expiration of such six-year period, the Trustee shall return said funds to the Issuer upon its written request and the Holder or Holders of any such unpresented Bond shall be entitled to payment of said Bond only from said funds held by the Issuer. The obligation of the Trustee under this Section to pay any such funds to the Issuer shall be subject to any provisions of law applicable to the Trustee or to such funds providing other requirements for disposition of unclaimed property.

ARTICLE V

GENERAL COVENANTS AND REPRESENTATIONS

Section **5.01** Payment of Principal or Redemption Price of and Interest on Bonds. The Issuer shall promptly pay or cause to be paid the principal or redemption price of, and the interest on, every Bond issued hereunder according to the terms thereof, but shall be required to make such payment or cause such payment to be made only out of revenues available therefor under this Indenture. The Issuer hereby designates the principal corporate trust office of the Trustee as the place of payment for the Bonds.

Section **5.02** Instruments of Further Assurance. The Issuer and the Trustee shall do, execute, acknowledge and deliver, such indentures supplemental hereto, and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, conveying, pledging, assigning and confirming unto the Trustee all its interest in the property herein described and the revenues, receipts and other amounts pledged hereby to the payment of the principal of, premium, if any, and interest on the Bonds paid solely from the Trust Estate. Any and all interest in property hereafter acquired which is of any kind or nature herein provided to be and become subject to the lien hereof shall and without any further conveyance, assignment or act on the part of the Issuer or the Trustee, become and be subject to the lien of this Indenture as fully and completely as though specifically described herein, but nothing contained in this sentence shall be deemed to modify or change the obligations of the Issuer under this Section.

Section **5.03** Recordation and Filing. Pursuant to the Financing Agreement, the Borrower shall cause financing statements with respect to the Trust Estate described in this

Indenture to be at all times filed in such manner and in such places if required by law in order to fully preserve and protect the rights of the Issuer and the Trustee hereunder and to perfect the security interest created by this Indenture in the Trust Estate described herein. To the extent possible under applicable law, as in effect in the jurisdiction(s) in which the Trust Estate is located, and subject to the terms and limitations on liability set forth in the Financing Agreement, the Borrower will maintain the priority of the security interest herein created in the Trust Estate as a first lien thereon, and warrant, protect, preserve and defend its interest in the Trust Estate and the security interest of the Trustee herein and all rights of the Trustee under this Indenture against all actions, proceedings, claims and demands of all Persons, all paid for by the Borrower.

Section **5.04** No Modification of Security. The Issuer shall not, without the written consent of the Trustee, alter, modify or cancel, or agree to consent to alter, modify or cancel any agreement which relates to or affects the security for the Bonds. The Trustee shall not consent to any change in the maturity of the GNMA Security or the Mortgage Note, except as provided in Sections **4.03**(c), **4.03**(d), **5.07** and Article VIII hereof.

Section **5.05** Reports. The Trustee shall furnish annually, to the Borrower, the GNMA Issuer and any Bondholder who requests copies thereof and furnishes an address to which such reports and statements are to be sent, copies of (a) any reports furnished to the Trustee with regard to the Project and (b) annual statements of the Trustee with regard to fund balances. The Trustee shall be reimbursed by the Borrower for its reasonable costs in preparing any such statements.

Section **5.06** Tax Covenants.

(a) The Issuer, to the extent that it has control over any of the following proceeds or payments, and the Trustee, to the extent that it has discretion with respect to investment of such proceeds, covenant and agree that they will not take any action or fail to take any action with respect to the investment of the proceeds of any Bonds issued under this Indenture or with respect to the payments derived from the security pledged hereunder or from the Financing Agreement which would result in constituting the Bonds "arbitrage bonds" within the meaning of such term as used in Section 148 of the Code. The Issuer and the Trustee further covenant and agree that they will comply with and take all actions required by the Arbitrage Certificate.

(b) The Issuer covenants that it shall not use or cause the use of any proceeds of Bonds or any other funds of the Issuer, directly or indirectly, in any manner, and shall not take or cause to be taken any other action or actions, or fail to take any action or actions, which would result in interest on any of the Bonds becoming includable in gross income of any holder thereof. The Issuer further covenants that it shall at all times do and perform all acts and things permitted by law and necessary or desirable in order to assure that interest paid by the Issuer on the Bonds shall be excluded from the gross income of the recipients thereof for federal income tax purposes.

Section **5.07** Concerning the GNMA Security.

(a) The Trustee shall defend its rights in and to the GNMA Security for the benefit of the Bonds against the claims and demands of all Persons whomsoever.

(b) The Trustee shall not sell or otherwise dispose of the GNMA Security for an amount less than the amount sufficient, together with other amounts held under this Indenture, to provide for the payment of the Bonds in accordance with Article IX hereof.

(c) Except as otherwise specifically permitted by this Indenture, the Trustee shall not consent to any sale, modification or amendment of the GNMA Security without (i) notifying the Rating Agency of any proposed sale, modification or amendment, and (ii) obtaining the express written consent of 100% of the Holders of the Bonds.

ARTICLE VI

DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND HOLDERS

Section 6.01 Events of Default. Each of the following shall be an "Event of Default":

(a) default in the due and punctual payment of any interest on any Bond; or

(b) default in the due and punctual payment of the principal of or premium, if any, on any Bond whether at the stated maturity thereof, or on proceedings for redemption thereof, or on the maturity thereof by declaration; or

(c) default in the performance or observance of any other of the covenants, agreements or conditions on the part of the Issuer in this Indenture or in the Bonds; or

(d) the occurrence and continuation of an event of default under the Financing Agreement of which the Trustee has actual notice or of which the Trustee is deemed to have notice pursuant to Section 7.04(i) hereof.

The Trustee and the Issuer agree that notwithstanding the provisions hereof, no default under the terms of this Indenture shall be construed as resulting in a default under the Mortgage Loan Documents unless such event also constitutes a default thereunder.

Section 6.02 Acceleration. Upon the occurrence of an Event of Default described in Section 6.01(a) or (b) hereof, and provided that the Mortgage Loan shall have been paid in full as certified by the GNMA Issuer to the Trustee, the Trustee may, and upon the written request of the holders of not less than 25% in aggregate principal amount of all Bonds then Outstanding shall, by notice in writing delivered to the Borrower and the Issuer, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable and such principal and interest shall thereupon become and be immediately due and payable.

Section 6.03 Rights of Holders. If any Event of Default shall have occurred and be continuing, then the Trustee may and, if requested so to do by the Holders of not less than 25% in aggregate principal amount of Bonds affected by such default, and if indemnified as provided herein, the Trustee shall:

(a) by mandamus or other suit, action or proceeding at law or in equity require the Issuer to perform its covenants and duties under this Indenture;

(b) bring suit upon the Bonds;

(c) by action or suit in equity require the Issuer to account for its actions as if it were the trustee of an express trust for the holders of the Bonds;

(d) by action or suit in equity enjoin any acts or things that may be unlawful or in violation of the rights of the holders of the Bonds;

(e) take any action to enforce its remedies under the Financing Agreement; or

(f) take such other steps to protect and enforce its rights and the rights of the holders of the Bonds, whether by action, suit or proceeding in aid of the execution of any power herein granted or for the enforcement of any other appropriate legal or equitable remedy.

Section **6.04** Rights of Holders to Direct Proceedings. Subject to the provisions of Section **6.08** hereof, the Holders of a majority in principal amount of the Bonds shall have the right at any time, by an instrument in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture for the benefit of the Bonds, or for the appointment of a receiver or any other proceedings hereunder for the benefit of the Bonds, in accordance with the provisions of law and of this Indenture.

Section **6.05** Waiver by Issuer. Upon the occurrence of an Event of Default, to the extent that such right may then lawfully be waived, neither the Issuer nor anyone claiming through or under it shall set up, claim or seek to take advantage of any appraisal, valuation, stay, extension or redemption laws now or hereinafter in force, in order to prevent or hinder the enforcement of this Indenture; and the Issuer, for itself and all who may claim through or under it, hereby waives, to the extent that it lawfully may do so, the benefit of all such laws and all right of appraisement and redemption to which it may be entitled under the laws of the State.

Section **6.06** Application of Moneys. All moneys received by the Trustee or a receiver pursuant to any right given or action taken pursuant to a default under Section **6.01**(a) or (b) hereof and all moneys in the possession of the Trustee shall, after payment of the cost and expenses of any proceedings resulting in the collection of such moneys and after payment of the fees and expenses of the Trustee, its agents and attorneys, be deposited in the Bond Fund; and all moneys in the Bond Fund shall be applied, together with the other moneys held by the Trustee hereunder, except the Rebate Fund, as follows:

(a) Unless the principal of all the Bonds shall have become due and payable or have been declared due and payable, all such moneys shall be applied:

FIRST: to the payment to the Persons entitled thereto of all installments of interest then due on the Bonds, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment thereof ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or privilege except as to any difference in the respective rates of interest specified in the Bonds;

SECOND: to the payment to the Persons entitled thereto of the unpaid principal of and premium, if any, on any of the Bonds which shall have become due (other than Bonds called for redemption for the payment of which money shall be held pursuant to

Section 4.12 of this Indenture) whether at maturity or by call FOR redemption, in the order of their due dates and beginning with the eariiest such due date, with interest on such Bonds from the date upon which they become due and, if the amount available shall not be sufficient to pay in full principal of, premium, if any, and interest on the Bonds due on any particular date, together with such interest, then to the payment thereof ratably, according to the amount of the principal, interest, and premium, if any, due on such date, to the Persons entitled thereto without any discrimination or privilege; and

THIRD: to the payment of any unpaid fees and expenses of the Issuer and the GNMA Issuer.

Any moneys remaining after application as described above shall be deposited in the General Account of the Bond Fund.

(b) If the principal of all the Bonds shall have become due and payable or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal, premium, if any, and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of premium over principal or interest or of principal or interest over premium or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal, premium, if any, and interest, to the persons entitled thereto without any discrimination or privilege, except as to any difference in the respective Interest Rates specified in the Bonds.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time as the Trustee shall determine, having due regard to the amount of such moneys available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the Holder of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section **6.07** Remedies Vested in Trustee. All rights of action, including the right to file proof of claims, under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any Holders of the Bonds, and any recovery of judgment shall be for the benefit as provided herein of Holders of the Outstanding Bonds.

Section **6.08** Remedies of Holders. No Holder of any Bonds shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of any provision of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless: (a) a default shall have occurred of which the Trustee shall have been notified as provided herein; (b) such default shall have become an Event of Default; (c) the Holders of at least 25% in aggregate principal amount of the

Outstanding Bonds shall have made written request to the Trustee and shall have offered reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (d) such Holders shall have offered to the Trustee indemnity as provided herein; and (e) the Trustee shall within **60** days thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding, and such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts under this Article VI, and to any action or cause of action for the enforcement of this Indenture, or for any other remedy hereunder; it being understood and intended that no one or more Holders of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture or the rights of any other Holders of the Bonds or to obtain priority or preference over any other Holders (other than as provided herein) or to enforce any right under this Indenture, except in the manner herein provided and for the equal and ratable benefit of all Holders of Bonds. Nothing contained in this Indenture shall, however, affect or impair the right of any Holder to enforce the payment of the principal of, the premium, if any, and interest on any Bond at the maturity thereof or the obligation of the Issuer to pay the principal of, premium, if any, and interest on the Bonds issued hereunder to the respective Holders thereof, at the time, in the place, from the sources and in the manner expressed herein and in said Bonds.

Section **6.09** Termination of Proceedings. In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer and the Trustee shall be restored to their former positions and rights hereunder with respect to the Trust Estate herein conveyed, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section **6.10** Waivers of Events of Default. The Trustee shall waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of and interest on the Bonds upon the written request of the Holders of a majority of the Outstanding Bonds; provided, however, that there shall not be waived (a) any default in the payment of the principal of any Bonds at the date of maturity specified therein, or upon proceedings for mandatory redemption, or (b) any default in the payment when due of the interest or premium on any such Bonds, unless prior to such waiver or rescission all arrears of interest, with interest (to the extent permitted by law) at the rate borne by the Bonds on overdue installments of interest or all arrears of payments of principal or premium, if any, when due (whether at the stated maturity thereof or upon proceedings for mandatory redemption) as the case may be, and all fees, costs, and expenses of the Trustee, in connection with such default shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereto.

Section **6.11** Notice of Defaults; Opportunity of the Issuer, the Borrower and the GNMA Issuer to Cure Defaults . Anything herein to the contrary notwithstanding no default under subsection (c) of Section **6.01** hereof (other than a default occasioned by the nonpayment of money) shall constitute an Event of Default until (i) actual notice of such default by registered or certified mail shall have been received by the Trustee, and a notice of default

shall have been given by the Trustee or by the Holders of not less than 25% in aggregate principal amount of the Outstanding Bonds to the Borrower and its partners, the GNMA Issuer and the Issuer, and (ii) the Borrower, its partners and the Issuer shall have had with respect to a default under such subsection (c), 30 days after receipt of such notice, to correct said default or cause said default to be corrected, and shall not have corrected said default or caused said default to be corrected within the applicable period, and thereafter, with respect to a default described in such subsection (c), the GNMA Issuer shall have had 30 days to correct said default or cause said default to be corrected, and shall not have corrected said default or caused said default to be corrected within the applicable period; provided, however, if a default under such subsection (c) be such that it cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted by the Borrower, any of the partners of the Borrower, the Issuer or the GNMA Issuer, as the case may be, within the applicable period and diligently pursued until the default is corrected.

With regard to any alleged default concerning which notice has been given to the Borrower under the provisions of this Section, the Issuer hereby grants the Borrower full authority for the account of the Issuer to perform any covenant or obligation alleged in said notice to constitute a default, in the name and stead of the Issuer with full power to do any and all things and acts to the same extent that the Issuer could do and perform any such things and acts and with power of substitution.

In the event the Issuer fails to perform any of its covenants or obligations under this Indenture, the Borrower shall have the right but not the obligation to perform such covenants or obligations and the Issuer hereby consents to such fulfillment and waives any right it may have to interfere therewith.

ARTICLE VII

THE TRUSTEE

Section 7.01 Certain Duties and Responsibilities.

(a) Except during the continuance of an Event of Default:

(i) The Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(ii) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture; but in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether they conform to the requirements of this Indenture.

(b) In case an Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

(c) No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that

(i) This subsection (c) shall not be construed to limit the effect of subsection (a) of this Section;

(ii) The Trustee shall not be liable for any error of judgment made in good faith by a responsible officer, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts; and

(iii) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with directions received pursuant to Section 6.04 or the direction of the Holders of a majority in principal amount of Outstanding Bonds relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture.

(d) No provisions of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

(e) Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section.

Section 7.02 Notice of Default. Within 30 days after the occurrence of any default hereunder of which the Trustee is deemed to have notice hereunder, the Trustee shall transmit by first class mail, to the Holders of all Bonds then Outstanding notice of such default hereunder known to the Trustee, unless such default shall have been cured or waived prior thereto; provided, however, that, except in the case of a default in the payment of the principal of (or premium, if any) or interest on any Bond when due, the Trustee shall be protected in withholding such notice if and so long as the Trustee in good faith determines that the withholding of such notice is in the interests of the Holders of the Bonds. For the purpose of this Section the term "default" means any event which is, or after notice or lapse of time or both would become, an Event of Default.

Section 7.03 Required Reporting. The Trustee shall provide to the Rating Agency (with copies to the Issuer and the Borrower):

(a) notice of any of the following events: (i) any GNMA Security is sold (except for the exchange of the CLCs for the PLC), (ii) a partial prepayment is made on any GNMA Security, (iii) the Investment Agreement is amended or replaced by a new Investment Agreement, (iv) the Bonds are no longer Outstanding in accordance with Article IX hereof, (v) this Indenture or any Mortgage Loan Document is amended in accordance with Article VIII hereof, and (vi) the appointment of any successor Trustee or co-trustee.

(b) notice of the initial acquisition by the Trustee of (i) the Initial CLC, and (ii) the PLC (within 30 days of such acquisition);

(c) a copy of any notices sent to the GNMA Issuer, HUD or GNMA after the Trustee has become entitled to claim any benefits under the GNMA Security; and

(d) such other information as the Rating Agency may reasonably request from time to time (i) in connection with its ongoing surveillance of the rating on the Bonds and (ii) in order to maintain the rating on the Bonds.

Section 7.04 Certain Rights of Trustee. Except as otherwise provided in Section 10.01 hereof:

(a) the Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order or other paper or document conforming to the requirements, if any, of this Indenture, and believed by it to be genuine, and to have been signed or presented by the proper party or parties;

(b) any Request or Statement of the Issuer mentioned herein shall be sufficiently evidenced by an order or Request of the Issuer signed by an Authorized Issuer Representative and any resolution or ordinance of the governing body of the Issuer may be sufficiently evidenced by a Certificate of the Issuer;

(c) any notice, request, direction, election, order or demand of the Borrower mentioned herein shall be sufficiently evidenced by an instrument purporting to be signed in the name of the Borrower by an Authorized Borrower Representative (unless other evidence in respect thereof be herein specifically prescribed);

(d) whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Tmstee (unless other evidence be herein specifically prescribed) may, in the absence of bad faith on its part, rely upon a Certificate of the Issuer;

(e) the Trustee may consult with counsel, architects and engineers and other experts, and the written advice of such counsel, architects or engineers and other experts shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon;

(f) the Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Holders of the Bonds pursuant to this Indenture, unless such Holders shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction;

(g) the Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such fact or matters as it may see fit, and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of the Issuer, the GNMA Issuer and the Borrower, including the Project, personally or by agent or attorney;

(h) the Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder whether directly or by or through agents or attorneys, but the Trustee shall be responsible for any misconduct or negligence on the part of any agent or attorney so appointed;

(i) the Trustee shall not be required to take notice or be deemed to have notice of any default hereunder (except for any default due to the Trustee's failure to make any of the payments required to be made by Article IV hereof) unless the Trustee shall be specifically notified in writing of such default by the Issuer or the Holders of at least 25% in principal amount of Bonds affected thereby; and

(j) all notices or other instruments required by this Indenture to be delivered to the Trustee must, in order to be effective, be delivered at the principal corporate trust office of the Trustee at the Notice Address referred to in Section 1.01 hereof.

Section 7.05 Not Responsible for Recitals or Issuance of Bonds. The recitals contained herein and in the Bonds, except the certificates of authentication, shall be taken as the statements of the Issuer, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this Indenture or of the Bonds.

Section 7.06 Trustee May Hold Bonds. The Trustee in its individual or any other capacity may become the owner or pledgee of Bonds and may otherwise deal with the Issuer with the same rights it would have if it were not Trustee.

Section 7.07 Compensation. The Trustee may on each Interest Payment Date reimburse itself as provided in Section 4.04 hereof for all reasonable expenses, disbursements and advances incurred or made by the Trustee in performing its obligations in accordance with any provision of this Indenture (including the compensation and the expenses and disbursements of any Paying Agent, separate Trustee or co-trustee, its agents and counsel); provided, however, that the Trustee's semi-annually compensation under this Section 7.07 shall be limited to the Trustee Fee, including its services as dissemination agent under the Continuing Disclosure Agreement, which amount shall reduce ratably if and to the extent of the redemption or maturity of Outstanding Bonds.

Any amounts payable to the Trustee in excess of the amounts specified in the preceding paragraph shall be paid by the Borrower in accordance with Section 4.7 of the Financing Agreement and not from funds held under this Indenture.

Section 7.08 Successor Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party shall, ipso facto, be and become successor Trustee hereunder and vested with all title to the whole property or Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instruments or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 7.09 Resignation by the Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving 60 days' written notice

by registered or certified mail to the Issuer and to each Holder of the Bonds then Outstanding; provided that no such resignation shall take effect until a successor Trustee shall have been appointed and shall have accepted such appointment as provided in Section **7.11**. If no successor Trustee shall have been appointed and have accepted appointment within 60 days following the giving of all required notices of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee.

Section **7.10** Removal of the Trustee. The Trustee may be removed at any time, by an instrument or concurrent instruments in writing delivered to the Trustee and the Issuer, and signed (a) by the Holders of a majority of the Bonds Outstanding at the time, or (b) with the written concurrence of the Issuer and the GNMA Issuer, provided, that such removal shall not be effective until all reasonable fees and expenses of the Trustee have been paid in full, and provided, further, that the Trustee shall continue to serve as Trustee hereunder until a new Trustee has been appointed.

Section **7.11** Appointment of Successor Trustee by the Holders; Temporary Trustee. In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the Holders of a majority of the principal amount of the Outstanding Bonds, with the consent of the Borrower and notice to the GNMA Issuer, which consent shall not be unreasonably withheld, by an instrument or concurrent instruments in writing signed by such Holders, or by their duly authorized attorneys; provided, nevertheless, that in case of vacancy the Issuer, with the consent of the Borrower, which consent shall not be unreasonably withheld, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed by such Holders in the manner above provided; and any such temporary Trustee so appointed by the Issuer shall immediately and without further act be superseded by the trustee so appointed by such Bondholders.

Section **7.12** Concerning Any Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer an instrument in writing accepting such appointment hereunder and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of the Issuer, or of its successor, and upon payment of all amounts due such predecessor, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers, trusts, duties and obligations of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and money held by it as Trustee hereunder to its successor. Should any instrument in writing from the Issuer be required by a successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request be executed, acknowledged and delivered by the Issuer. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article, shall be filed and/or recorded by the successor Trustee in any recording office where the Indenture shall have been filed and/or recorded. Any such successor Trustee shall be bound by all of the provisions hereof, including but not limited to Section **7.07** hereof. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank organized under the laws of the United States of America or any state thereof and which is in good standing, within or outside the State, having a reported

capital and surplus of not less than $10,000,000 if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

Section 7.13 Trustee as Paying Agent and Bond Registrar; Additional Paying Agents. The Trustee is hereby designated and agrees to act as Paying Agent and Registrar for and in respect to the Bonds.

The Issuer from time to time may appoint one or more additional Paying Agents and, in the event of the resignation or removal of any Paying Agent, successor Paying Agents. Any such additional Paying Agent or successor Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by this Indenture by executing and delivering to the Issuer and the Trustee a written acceptance thereof.

Section 7.14 Successor Trustee as Trustee, Paying Agent and Bond Registrar. In the event of a change in the office of Trustee, the predecessor Trustee which shall have resigned or shall have been removed shall cease to be Trustee and Paying Agent on the Bonds and Bond Registrar, and the successor Trustee shall become such Trustee, Paying Agent and Bond Registrar.

Section 7.15 Co-Trustee or Separate Trustee. At any time, but subject to compliance with all applicable regulations, for the purpose of meeting any legal requirements of any jurisdiction in which any part of the Trust Estate may at the time be located or for the purpose of enforcing any provisions of this Indenture or the Financing Agreement, the Issuer and the Trustee shall have power to appoint an additional Person as a co-trustee or separate trustee (provided, however, that the total fee payable to the Trustee and the co-trustee or the Trustee and the separate trustee, may not exceed the fee payable to the Trustee prior to that appointment), and upon the request of the Trustee or of the Holders of at least 25% in aggregate principal amount of Outstanding Bonds the Issuer shall for such purpose join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to appoint such Person to act as co-trustee of all or any part of the Trust Estate, and to vest in such Person or institution, in such capacity, such title to the Trust Estate, or any part thereof, and such rights, powers, duties, trusts or obligations as the Issuer and the Trustee may consider necessary or desirable, subject to the remaining provisions of this Section.

If the Issuer shall not have made such appointment within 30 days after the receipt by it of a request to do so, or in case an event of default shall have occurred and be continuing, the Trustee alone shall have the power to make such appointment.

The Trustee, the Issuer and the Borrower shall execute, acknowledge and deliver all such instruments as may be reasonably required by any such co-trustee or separate trustee for more fully confirming such title, rights, powers, trusts, duties and obligations to such co-trustee or separate trustee.

Every co-trustee or separate trustee shall, to the extent permitted by law, but to such extent only, be appointed subject to the following terms, namely:

(a) the Bonds shall be authenticated and delivered, and all rights, powers, trusts, duties and obligations by this Indenture conferred upon the Trustee in respect of the custody, control or management of money, papers, securities and other personal property shall be exercised solely by the Trustee;

(b) all rights, powers, duties and obligations conferred or imposed upon the Trustee shall be conferred or imposed upon or exercised or performed by the Trustee, or by the Trustee and such co-trustee or separate trustee jointly, as shall be provided in the instrument appointing such co-trustee or separate trustee, except to the extent that under the law of any jurisdiction in which any particular act or acts are to be performed the Trustee shall be incompetent or unqualified to perform such act or acts, in which event such act or acts shall be performed by such co-trustee or separate trustee;

(c) any request in writing by the Trustee to any co-trustee or separate trustee to take or to refrain from taking any action hereunder shall be sufficient warrant for the taking or the refraining from taking of such action by such co-trustee or separate trustee;

(d) any co-trustee or separate trustee to the extent permitted by law may delegate to the Trustee the exercise of any right, power, trust, duty or obligation, discretionary or otherwise;

(e) the Trustee at any time by an instrument in writing with the concurrence of the Issuer may accept the resignation of or remove any co-trustee or separate trustee appointed under this Section and in case an Event of Default shall have occurred and be continuing, the Trustee shall have power to accept the resignation of or remove any such co-trustee or separate trustee without the concurrence of the Issuer, and, upon the request of the Trustee, the Issuer shall join with the Trustee in the execution, delivery, and performance of all instruments and agreement necessary or proper to effectuate such resignation or removal. A successor to any co-trustee or separate trustee so resigned or removed may be appointed in the manner provided in this Section;

(f) no trustee hereunder shall be personally liable by reason of any act or omission of any other trustee hereunder;

(g) any demand, request, direction, appointment, removal, notice, consent, waiver or other action in writing executed by the Holders and delivered to the Trustee shall be deemed to have been delivered to each such co-trustee or separate trustee; and

(h) any money, paper, securities or other items of personal property received by any such co-trustee or separate trustee hereunder shall forthwith, so far as may be permitted by law, be turned over to fhe Trustee.

Upon the acceptance in writing of such appointment, any such co-trustee or separate trustee shall be vested with such title to the Trust Estate or any part thereof, and with such rights, powers, duties, trusts or obligations as shall be specified in the instrument of appointment jointly with the Trustee (except insofar as local law makes it necessary for any such co-trustee or separate trustee to act alone) subject to all the terms of this Indenture. Every such acceptance shall be filed with the Trustee, Borrower and the Issuer.

In case any co-trustee or separate trustee shall die, become incapable of acting, resign or be removed, the title to the Trust Estate and all rights, powers, trusts, duties and obligations of said co-trustee or separate trustee shall, so far as permitted by law, vest in and be exercised by the Trustee unless and until a successor co-trustee or separate trustee shall be appointed in the manner herein provided.

Section **7.16** Representation by Trustee. The Trustee hereby represents and warrants that as of the date of execution of this Indenture:

(a) It is duly organized and validly existing in good standing under the laws of the jurisdiction of its organization and has the power and authority to enter into and perform its obligations under this Indenture;

(b) this Indenture has been duly authorized, executed and delivered by it; and

(c) to the best of the Trustee's knowledge, the execution of this Indenture by the Trustee does not violate laws, statutes, ordinances, regulations or agreements which are binding on the Trustee.

Section **7.17** Interpretation of Intent. The Trustee, in exercising its authority under this Indenture, may interpret the intent of the parties hereunder. In exercising such authority, the Trustee shall be held to a reasonable fiduciary standard subject to Section **7.01** hereof

ARTICLE VIII

SUPPLEMENTAL INDENTURE

Section **8.01** Supplemental Indentures Not Requiring Consent of Bondholders. The Issuer and the Trustee, without the consent of or notice to any of the Bondholders, may enter into an indenture or indentures supplemental to this Indenture as shall not be inconsistent with the terms and provisions hereof or materially adverse to the interest of the Holders of the Bonds for any one or more of the following reasons:

(a) to cure any ambiguity or formal defect or omission in this Indenture:

(b) to subject to the lien and pledge of this Indenture additional revenues, properties or collateral;

(c) to grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondholders or the Trustee or any of them;

(d) to modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939 or any similar federal statue hereafter in effect or under any state securities laws;

(e) to permit the Trustee to comply with any obligations imposed upon it by law;

(f) to achieve compliance of this Indenture with any applicable federal securities or tax laws or state securities laws;

(g) to maintain the exclusion from gross income for federal income taxation of interest on the Bonds;

(h) to obtain, improve or maintain the rating on the Bonds from any nationally recognized securities rating agency so long as such change does not affect the interest rates, maturities or redemption provisions of the Bonds and does not, in the opinion of Bond Counsel, adversely affect the exclusion from gross income for federal income taxation of interest on the Bonds; or

(i) in connection with any other change in this Indenture which, in the judgment of the Trustee, is not to the prejudice of the Trustee or the Bondholders.

The Trustee may rely upon an opinion of counsel as conclusive evidence that execution and delivery of a supplemental indenture have been effected in compliance with the provisions of this Article.

Section 8.02 Supplemental Indentures Requiring Consent of Bondholders. With the consent of the Holders of not less than a majority in aggregate principal amount of the Outstanding Bonds, the Trustee, from time to time, may enter into supplemental indentures for the purpose of modifying, altering, amending, adding to or rescinding any of the terms or provisions contained in this Indenture or in any supplemental indenture; provided, however, that nothing in this Article contained shall permit, or be construed as permitting without the consent of the Holders of 100% of the Bonds outstanding: (a) an extension of the stated maturity or a reduction in the principal amount or reduction ih the rate, or extension of time of payment of interest on, or reduction of any premium payable on the redemption of, any Bonds; (b) the creation of any lien on the Trust Estate prior to or on a parity with the lien of this Indenture; (c) a reduction in the amount of the Bonds, the Holders of which are required to approve any such supplemental indenture, without the consent of the Holders of all Bonds at the time Outstanding which would be affected by the action to be taken; (d) the modification of the rights, duties or immunities of the Trustee without the consent of the Trustee; (e) a privilege or priority of any Bond over any other Bonds; (f) any reduction in the Borrower's obligations under the Mortgage Note, or change in the GNMA Issuer's obligations under (or GNMA's guaranty of) the GNMA Securities; (g) any amendment to Section 5.07 or Article VIII hereof, or (h) any action which may result in the denial of the exclusion of interest on the Bonds from gross income for federal income taxation.

If at any time the Issuer shall request the Trustee to enter into any such supplemental indenture for any of the purposes of this Section, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such supplemental indenture to be mailed, postage prepaid, to all Bondholders. Such notice shall briefly set forth the nature of the proposed supplemental indenture and shall state that copies thereof are on file at the corporate trust office of the Trustee for inspection by all Bondholders. If, within 60 days or such longer period as shall be prescribed by the Issuer following the mailing of such notice, the Holders of not less than two-thirds in aggregate principal amount of Outstanding Bonds at the time of the execution of any such supplemental indenture shall have consented to and approved the execution thereof as herein provided, no Holder of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Issuer from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such supplemental indenture as in this Section permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith. The Trustee may rely upon an opinion of counsel as conclusive evidence that execution and delivery of a supplemental indenture have been effected in compliance with the provisions of this Article.

Anything herein to the contrary notwithstanding, a supplemental indenture under this Article which affects any rights of the Borrower shall not become effective unless and until the Borrower shall have consented to the execution and delivery of such supplemental indenture. In this regard, the Trustee shall cause notice of the proposed execution and delivery of any such supplemental indenture to be mailed by certified or registered mail to the Borrower at least 15 days prior to the proposed date of execution and delivery of any supplemental indenture. The Borrower shall be deemed to have consented to the execution and delivery of any such supplemental indenture if the Trustee does not receive a letter of protest or objection thereto signed by or on behalf of the Borrower on or before the close of business of the Trustee on the fifteenth day after the mailing of said notice and a copy of the proposed supplemental indenture.

Section **8.03** Amendments to Financing Agreement Not Requiring Consent of the Bondholders. The Issuer and the Borrower, without the consent of the Bondholders, may enter into any amendment, change or modification to the Financing Agreement as shall not be inconsistent with the terms of the Financing Agreement or materially adverse to the interests of the Holder of the Bonds for any one or more of the following purposes:

(a) to cure any ambiguity or formal defect or omission in the Financing Agreement;

(b) to grant to or confer upon the Issuer or the Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that may be lawfully granted to or conferred upon the Issuer or the Trustee or either of them;

(c) to maintain the exclusion from gross income for federal income taxation of interest of the Bonds;

(d) to obtain, improve or maintain the rating on the Bonds so long as such change does not affect the interest rates, maturities or redemption provisions of the Bonds and does not, in the opinion of Bond Counsel, adversely affect the exclusion from gross income for federal income taxation of interest on the Bonds; or

(e) in connection with any other change which, in the judgment of the Trustee, is not to the prejudice of the Trustee or the Bondholders.

(f) the Trustee may rely upon an opinion of counsel as conclusive evidence that such amendment, change or modification has been effected in compliance with the provisions of this Article.

Section **8.04** Amendments to Financing Agreement Requiring Consent of Bondholders. With the consent of the Holders of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding, the Issuer, the Trustee and the Borrower may from time to time enter into amendments, changes and modifications to the Financing Agreement for the purpose of modifying, altering, amending, adding to or rescinding any of the terms or provisions contained therein; provided, however, that no such amendment, change or modification shall permit or be construed as permitting: (a) any adverse effect on the security for the Bonds, (b) a reduction in the amount of Bonds, the Holders of which are required to approve any such amendment, change or modification without the consent of Holders of all Bonds at the time Outstanding which would be affected by the action to be taken; or (c) any

action which may result in the denial of the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

If at any time, the Borrower or the Issuer shall request the consent of the Trustee to any such amendment, change or modification of the Financing Agreement, the Trustee shall, upon being satisfactorily indemnified by the Borrower with respect to expenses, cause notice of such proposed amendment, change or modification to be given in the same manner as provided above with respect to supplemental indentures. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file at the corporate trust office of the Trustee for inspection by all Bondholders. If, within 60 days following the giving of such notice the Holders of not less than two-thirds in aggregate principal amount of Outstanding Bonds at the time of the execution of any such amendment, change or modification shall have consented to and approved the execution thereof as described above, no Holder of any Bond shall have any right to object to the terms and provisions contained therein, or to the operation thereof, or in any manner to question the propriety of the execution thereof or to enjoin or to restrain the Issuer or the Trustee from consenting to the execution thereof. The Trustee may rely upon an opinion of counsel as conclusive evidence that such amendment, change or modification has been effected in compliance with the provisions of this Article.

Section **8.05** Modification of Mortgage Loan Documents. Nothing contained herein or in the Financing Agreement shall limit or impair the right of the GNMA Issuer to require or agree to any amendment, change or modification of the Mortgage Loan Documents for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective or inconsistent provision contained therein, or in regard to matters or questions arising under said Mortgage Loan Documents so long as any such amendment, change or modification shall not adversely affect the payment terms of, the security for or the tax-exempt status of the Bonds.

ARTICLE IX

SATISFACTION AND DISCHARGE OF INDENTURE

Section **9.01** Discharge of Lien. If the Issuer shall pay or cause to be paid to the Holders of the Bonds the principal, interest and premium, if any, to become due thereon at the times and in the manner stipulated therein and herein, and shall have paid all fees and expenses of the Trustee, and if the Issuer shall keep, perform and observe all and singular the covenants and promises in the Bonds and in this Indenture expressed as to be kept, performed and observed by it or on its part, then these presents and the estate and rights hereby granted shall, at the option of the Issuer, cease, determine and be void, and thereupon the Trustee shall cancel and discharge the lien of this Indenture and execute and deliver to the Issuer such instruments in writing as shall be requisite to satisfy the lien hereof, shall reconvey to the Issuer the estate hereby conveyed, and shall assign and deliver to the Issuer (to the extent that the Issuer certifies to the Trustee that the Issuer is owed money by the Borrower) or to Borrower (if no such certification of the Issuer is delivered to the Trustee) any interest in property at the time subject to the lien of this Indenture which may then be in its possession, except amounts held by the Trustee for the payment of principal of and interest and premium, if any, on the Bonds.

All Outstanding Bonds shall, prior to the maturity or redemption date thereof, be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this Section if, under circumstances which, in the opinion of Bond Counsel, do not cause interest on the Bonds to be includable in gross income for federal income purposes, the

following conditions shall have been fulfilled: (a) in case any of the Bonds are to be redeemed on any date prior to their maturity, the Issuer shall have given to the Trustee, in form satisfactory to it, irrevocable instructions to mail, as provided in Article III hereof, notice of redemption of such bonds on said date; and (b) there shall be on deposit with the Trustee either money or direct non-callable obligations of, or non-callable obligations guaranteed by, the United States of America in an amount sufficient, as certified to the Trustee by independent public accountants of national standing, to pay when due the principal or redemption price, if applicable, and interest due and to become due on the Bonds on and prior to the Redemption Date or maturity date thereof, as the case may be. Upon satisfaction and discharge of this Indenture as aforesaid, the Trustee shall provide notice of such discharge by first class mail to Holders of all Bonds Outstanding, provided that for any Bonds subject to optional redemption within **90** days of the discharge of this Indenture no such notice need be given.

Section **9.02** Survival of Certain Provisions. Notwithstanding the foregoing, any provisions of this Indenture which relate to the maturity of Bonds, interest payments and dates thereof, optional and mandatory redemption provisions, credit against mandatory sinking fund requirements, exchange, transfer and registration of Bonds, replacement of mutilated, destroyed, lost or stolen Bonds, the safekeeping and cancellation of Bonds, non-presentment of Bonds, the holding of moneys in trust, and repayments of moneys in funds held hereunder, and the duties of the Trustee and the Registrar in connection with all of the foregoing, shall remain in effect and be binding upon the Trustee, the Registrar, the Paying Agent and the Holders notwithstanding the release and discharge of this Indenture. The provisions of this Article shall survive the release, discharge and satisfaction of this Indenture.

ARTICLE X

MISCELLANEOUS

Section **10.01** Consents and Other Instruments of Bondholders. Any consent, request, direction, approval, waiver, objection, appointment or other instrument required by this Indenture to be signed and executed by the Bondholders may be signed and executed in any number of concurrent writings of similar tenor and may be signed or executed by such Bondholders in person or by agent appointed in writing. Proof of the execution of any such instrument, if made in the following manner, shall be sufficient for any of the purposes of this Indenture and shall be conclusive in favor of the Trustee with regard to any action taken under such instrument, namely:

(a) The fact and date of the execution by any Person of any such instrument may be proved by the affidavit of a witness of such execution or by the certificate of any notary public or other officer of any jurisdiction, authorized by the laws thereof to take acknowledgments of deeds, certifying that the Person signing such instrument acknowledged to him the execution thereof. Where such execution is by an officer of a corporation or association or a member of a limited liability company or a partner of a partnership on behalf of such corporation, association, limited liability company or partnership, such affidavit or certificate shall also constitute sufficient proof of his authority.

(b) The ownership of Bonds shall be proven by the Bond Register.

(c) Any request, consent or vote of the Holder of any Bond shall bind every future Holder of any Bond issued in exchange therefor or in lieu thereof, in respect of

anything done or permitted to be done by the Trustee or the Issuer pursuant to such request, consent or vote.

(d) In determining whether the Holders of the requisite amount of the principal amount of the Bonds then Outstanding have concurred in any demand, request, direction, consent or waiver under this Indenture, Bonds which are owned by the Issuer or the Borrower or by any Person directly or indirectly controlling or controlled by, or under direct or indirect common control with the Issuer or the Borrower shall be disregarded and deemed not to be Outstanding for the purpose of determining whether the Trustee shall be protected in relying on any such demand, request, direction, consent or waiver. Only Bonds which the Trustee knows to be so owned shall be disregarded. Bonds so owned which have been pledged in good faith may be regarded as Outstanding for the purposes of this Section if the pledgee shall establish to the satisfaction of the Trustee the pledgee's right to vote such Bonds. In case of a dispute as to such right, any decision by the Trustee taken upon the advice of counsel shall be full protection to the Trustee.

Section **10.02** Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or implied in this Indenture or the Bonds is intended or shall be construed to give to any Person other than the parties hereto, the Borrower and the Holders of the Bonds, any legal or equitable right, remedy or claim under or in respect to this Indenture or any covenants, conditions and provisions hereof.

Section **10.03** Severability. If any provision of this Indenture shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or sections in this Indenture contained shall not affect the remaining portions of this Indenture or any part thereof.

Section **10.04** Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given three days after deposit by first-class mail, except any notice specifically required to be given by certified or registered mail shall be deemed given three days after being mailed by certified or registered mail, postage prepaid, and any notice dispatched by messenger, facsimile or telegram, addressed to the Notice Address of the person to whom such notices, certificates or other communications are given shall be deemed given when delivered.

Section **10.05** Payments Due on Saturdays, Sundays and Holidays. In any case where the date of maturity of interest on or principal of the Bonds or the GNMA Securities, or the date fixed for redemption of any Bonds, shall be a Saturday, Sunday, legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

Section **10.06** Counterparts. This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section **10.07** Situs of Contract. The State shall be deemed to be the situs of contract for all purposes of this Indenture.

Section **10.08** No Recourse. No recourse shall be had for the principal of, redemption premium, if any, and interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in the Indenture or the Financing Agreement against any past, present or future official, officer or employee of the Issuer, as such, either directly or through the Issuer or any successor, under any rule of law, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability is hereby expressly waived and released as a condition of and consideration for the execution of the Indenture and the Financing Agreement and the issuance of the Bonds.

Section **10.09** Successors and Assigns. All the covenants and representations contained in this Indenture, by or on behalf of the Issuer, shall bind and inure to the benefit of its successors and assigns, whether or expressed or not.

Section **10.10** Books, Records and Accounts. The Trustee agrees to keep proper books, records and accounts in which complete and correct entries shall be made of all transactions relating to the receipt, disbursements, investment, allocation and application of the proceeds received from the sale of the Bonds, the revenues received in connection with the GNMA Security, the revenues received from the Funds created pursuant to this Indenture and all other money held by the Trustee hereunder. The Trustee shall make such books, records and accounts available for inspection by the Issuer or the Holder of any Bond during reasonable hours and under reasonable conditions.

Section **10.11** HUD and GNMA Requirements to Control. Notwithstanding anything in this Indenture to the contrary, the provisions of this Indenture and the Financing Agreement are subject and subordinate to the National Housing Act, all applicable HUD insurance regulations and related administrative requirements and the Mortgage Loan Documents and all applicable GNMA regulations and related administrative requirements; and in the event of any conflict between the provisions of this Indenture or the Financing Agreement and the provisions of the National Housing Act, any applicable HUD regulations, related administrative requirements and the Mortgage Loan Documents, any applicable GNMA regulations and related administrative requirements, the said National Housing Acf, HUD regulations, related administrative requirements and Mortgage Loan Documents, and the said GNMA regulations and related administrative requirements shall be controlling in all respects.

Section **10.12** HUD Regulations. Notwithstanding anything in this Indenture to the contrary, the Issuer, its designee or any person shall not and cannot acquire or succeed to the General Partner's interest as general partner of the Borrower or exercise the General Partner's rights or powers as such general partner unless and until the Issuer, its designee or any Person first complies with all HUD requirements pertaining to transfers of physical assets and has received HUD's prior written approval. Prior to satisfying the requirements pertaining to transfers of physical assets neither the Issuer, its designee nor any Person will assert any claim or interest in the HUD Project (HUD Project No. _____) or interest in the Borrower by reasons of the provisions of this Indenture. Except as otherwise set forth herein or in fhe Financing Agreement, any claim asserted against the Project shall not be a personal liability of

the Borrower but shall instead be a limited obligation payable solely from the Borrower's interest in, and Surplus Cash derived from the Project

Section 10.13 Enforcement Not to Affect Mortgage Loan or GNMA Security. Notwithstanding any provision in this Indenture to the contrary, enforcement of this Indenture and the Financing Agreement will not result in any claim under the Mortgage Loan, or claim against the Project, the Mortgage Loan proceeds, any reserve or deposit made with the GNMA Issuer or another Person required by HUD in connection with the Mortgage Loan, or against the rents or other income from the Project (other than available "Surplus Cash," as defined in the HUD Regulatory Agreement) for payment hereunder.

[Remainder of this Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be duly executed and their respective corporate seals to be hereunto affixed and attested, all as of the date and year first above written.

CITY OF CHICAGO

By: _____
Chief Financial Officer

(SEAL)

Attest:

_____
City Clerk

SEAWAY BANK AND NATIONAL TRUST COMPANY, as Trustee

By: _____
Authorized Officer

EXHIBIT A — FORM OF BOND
UNITED STATES OF AMERICA
STATE OF ILLINOIS
CITY OF CHICAGO

Multi-Family Housing Revenue Bond
(Hazel Winthrop Apartments) Series 2011A (FHA Insured/GNMA)

Principal Amount:

No. R-1 $_____

Maturity Date	Dated Date	Interest Rate to _____ 1, 20	CUSIP No.
_____, 20___	_____, 2011	_____%	

Registered Owner: CEDE & CO.

Principal Amount: _____ THOUSAND DOLLARS

The City of Chicago, a municipality and home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois (the "Issuer"), for value received, hereby promises to pay (but only from the revenues and other assets and in the manner hereinafter described) to the Registered Borrower specified above or registered assigns (the "Holder") (subject to any right of prior redemption provided for in the Indenture referred to below), on the Maturity Date set forth above, the principal amount set forth above and to pay interest on said principal amount until said principal amount shall have been fully paid, at the rate per annum specified above, payable on each _____ and _____, commencing _____, 2011 (the "Interest Payment Dates"). This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or, if no interest has been paid, from _____ __, 2011. Principal of, premium, if any, and interest on this Bond are payable, without deduction for exchange, collection or service charges, in lawful money of the United States of America. Principal is payable at the principal corporate trust office of Seaway Bank and Trust Company, in the City of Chicago, Illinois, or its successors in trust (the "Trustee") upon presentation and surrender of this Bond. The interest so payable on any Interest Payment Date shall be calculated on a 30-day month, 360-day year basis, and shall, subject to certain exceptions provided in the Indenture referred to below, be paid to the Holder in whose name this Bond is registered at the close of business on the first day of fhe calendar month of such Interest Payment Date (the "Regular Record Date"). Payment of interest shall be made by check or draft mailed on that Interest Payment Date to the Holder hereof at the close of business on the Regular Record Date at the address shown on the registration records for the Bonds kept by the Trustee; provided, however, that payment of interest on any Interest Payment Date shall be made by wire transfer to the Holder as of the close of business on the Regular Record Date upon written notice of such wire transfer address in the continental United States by such Holder to the Trustee given prior to such Regular Record Date (which notice may provide that it will remain in effect until revoked), provided that such wire transfer shall only be made with respect to an owner of $1,000,000 or more in aggregate principal amount of the Bonds as of the close of business on the Regular Record Date relating to such Interest Payment

Date. If any interest is not timely paid or duly provided for, the Trustee is required to establish a Special Record Date for the payment of that overdue interest to the Holders as of that Special Record Date. Notice of the Special Record Date shall be mailed to Holders not less than 10 days prior thereto. So long as this Bond is restricted to being registered in the registration books of the Issuer in the name of a Securities Depository (as defined in the Indenture), the provisions of the Indenture governing Book-Entry Bonds shall govern the payment of principal of, premium, if any, and interest on this Bond.

This Bond is one of a duly authorized series of bonds of the Issuer designated as its Multi-Family Housing Revenue Bonds (Hazel Winthrop Apartments) Series 2011A (FHA Insured/GNMA), in the aggregate principal amount of $_____ (the "Bonds"), pursuant to Article VII, Section 6 of the 1970 Constitution of the State of Illinois, and pursuant to the Ordinance adopted by the Issuer on February __, 2011. The Bonds are issued under and are equally and ratably secured as to principal, premium, if any, and interest by a Trust Indenture dated as of _____ 1, 2011, from the Issuer to the Trustee (the "Indenture"), to which Indenture and all indentures supplemental thereto (copies of which are on file at the office of the Trustee) reference is hereby made. By the acceptance of this Bond, the Holder hereof assents to all of the provisions of the Indenture.

The Bonds are limited obligations of the Issuer payable solely from funds, moneys and securities held by the Trustee under the Indenture and amounts derived under the Financing Agreement (as defined in the Indenture), including amounts derived from the GNMA Security described herein.

The Bonds, together with premium, if any, and interest thereon, do not constitute an indebtedness, liability, general or moral obligation or a pledge of the full faith or loan of credit of the Issuer, the State of Illinois, or any political subdivision of the State of Illinois within the meaning of any constitutional or statutory provisions. Neither the Issuer, the State of Illinois nor any political subdivision thereof shall be obligated to pay the principal of, premium, if any, or interest on the Bonds or other costs incident thereto except from the revenues and assets pledged with respect thereto. Neither the full faith and credit nor the taxing power of the United States of America, the Issuer, the State of Illinois or any political subdivision thereof is pledged to the payment of the principal of, premium, if any, or interest on the Bonds or other costs incident thereto. The Bonds are not a debt of the United States of America or any agency thereof, and are not guaranteed by the United States of America or any agency thereof.

This Bond shall not be entitled to any benefit under the Indenture or become valid or obligatory for any purpose until the certificate of authentication shall have been signed by the Trustee.

The Bonds are being issued by the Issuer for the purpose of financing a FHA-insured mortgage loan (the "Mortgage Loan") to be made to Community Housing Partners XV L.P., an Illinois limited partnership (the "Borrower"), for the purpose of financing a portion of the cost of acquiring, rehabilitating and equipping a multi-family residential project situated in the City of Chicago and known as "Hazel Winthrop Apartments."

To secure payment of principal of and interest on the Bonds, the Borrower has arranged for the acquisition by the Trustee of fully modified mortgage-backed securities (the "GNMA Security") to be issued by Enterprise Community Investment, Inc. (the "GNMA Issuer"), which will be guaranteed as to timely payment of principal and interest by the Government National Mortgage Association ("GNMA").

The Bonds are subject to redemption prior to maturity as provided in the Indenture.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default thereunder, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

Neither the Issuer nor the Borrower shall be liable for an acceleration of the Bonds or payment of additional interest thereon in the event that interest on the Bonds is declared or becomes includable in gross income for federal income tax purposes.

Modifications or alterations of the Indenture or of any indenture supplemental thereto may be made only to the extent and in the circumstances permitted by the Indenture.

This Bond is transferable by the Holder hereof in person or by his attorney duly authorized in writing at the principal corporate trust office of the Trustee, but only in the manner and subject to the limitations provided in the Indenture upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, and upon surrender and cancellation of this Bond. Upon such transfer a new registered Bond or Bonds of the same maturity and interest rate and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

The Issuer and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the Issuer nor the Trustee shall be affected by any notice to the contrary.

The Bonds are issuable only as registered Bonds without coupons in denominations of $5,000 principal amount, and any integral multiple thereof. Subject to the limitations of the Indenture and upon payment of any tax, fee or other governmental charge required to be paid with respect to such exchange, Bonds may be exchanged for a like aggregate principal amount of Bonds of the same maturity and interest rate of other authorized denominations.

The principal hereof may be declared or may become due on the conditions and in the manner and at the time set forth in the Indenture upon the occurrence of an event of default as provided in the Indenture.

No recourse shall be had for the payment of the principal of, premium, if any, or interest on this Bond, or for any claim based hereon, or otherwise in respect hereof, or based on or in respect of the Indenture or any indenture supplemental thereto, against any trustee, officer or employee, as such, past, present or future, of the Issuer or any successor, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability being, by the acceptance hereof and as part of the consideration for the issue hereof, expressly waived and released. The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

UNIF TRANS MIN ACT -- _____Custodian_____
(Cust) (Minor)

under Uniform Transfers to Minors Act_____
(State)

TEN COM -- as tenants in common
TEN ENT -- as tenants by the entireties
JT TEN -- as joint tenants with right of survivorship and not as tenants in common

Additional abbreviations may also be used though not in the above list.

It is hereby certified, recited and declared that all facts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law and that the issuance of this Bond, together with all other obligations of the Issuer, does not exceed or violate any constitutional or statutory limitation.

In Witness Whereof, the Issuer has caused this Bond to be duly executed in its name by the manual or facsimile signature of its Chief Financial Officer under its official seal, or a facsimile thereof, and attested by the manual or facsimile signature of its City Clerk, all as of the Dated Date specified on the first page of this Bond.

CITY OF CHICAGO

By:_____
Mayor

(SEAL)

Attest:

_____
City Clerk

Certificate of Authentication

This Bond is one of the Bonds issued under the provisions of and described in the within-mentioned Indenture.

SEAWAY BANK AND TRUST COMPANY,
as Trustee

By:_____
Authorized Officer

Dated:

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as if requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

(FORM OF ASSIGNMENT)

For value received, the undersigned do(es) hereby sell, assign and transfer unto _____ the within Bond, and do(es) hereby irrevocably constitute and appoint _____ attorney, to transfer such Bond on the books of the Trustee kept for registration and transfer of the within Bond, with full power of substitution in the premises.

Dated: _____

NOTE: The signature(s) to this Assignment must correspond with the name(s) as it appears upon the face of the within Bond in every particular, without enlargement or alteration or any change whatsoever.

Signature guaranteed by:

NOTE: Signature(s) must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Trustee, which requirements include membership or participation in STAMP or such other "signature guaranty program" as may be determined by the Trustee in addition to or in substitution for STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

EXHIBIT B

FORM OF SECTION 213 CERTIFICATE

[Letterhead of GNMA Issuer]

[Date]

Seaway Bank and Trust Company,
as Trustee under that certain
Trust Indenture, dated as of
_____ 1, 2011, from the
City of Chicago to the Trustee

Re: Multi-Family Housing Revenue Bonds (Hazel Winthrop Apartments) Series 2011A (FHA Insured/GNMA)

Ladies and Gentlemen:

Reference is made to that certain Trust Indenture, dated as of _____ 1, 2011 (the "Indenture"), between the City of Chicago and Seaway Bank and Trust Company, as Trustee. The undersigned, Enterprise Community Investment, Inc., is the GNMA Issuer (as defined in the Indenture). Pursuant to Section 2.13 of the Indenture, the undersigned hereby certifies that it has sufficient commitment authority to issue the GNMA Securities (as defined in the Indenture).

ENTERPRISE COMMUNITY INVESTMENT, INC.

By: _____
Its: _____

EXHIBIT C
Form of Series 2011B Indenture

(See Attached)

CITY OF CHICAGO

to

SEAWAY BANK AND TRUST COMPANY
as Trustee

TRUST INDENTURE

Dated as of _____ 1, 2011

Securing City of Chicago
Multi-Family Housing Revenue Bonds
(Hazel Winthrop Apartments) Series 2011B

TABLE OF CONTENTS

(This Table of Contents is not a part of this Trust Indenture and is only for convenience of reference)

Page

ARTICLE I DEFINITIONS 13

ARTICLE II THE BONDS 20

Section 2.1. Authorized Amount of Bonds/Authentication and Delivery of Bonds 20
Section 2.2. Issuance of Bonds; Disposition of Proceeds 20
Section 2.3. Execution; Limited Obligation 23
Section 2.4. Authentication 23
Section 2.5. Form and Place of Payment of Bonds 24
Section 2.6. Delivery of Bonds 24
Section 2.7. Mutilated, Lost, Stolen or Destroyed Bonds 24
Section 2.8. Registration, Transfer and Exchange of Bonds 25
Section 2.9. Cancellation of Bonds; Reductions of Letter of Credit 26
Section 2.10. Application of Bond Proceeds 26
Section 2.11. Book Entry System 26
Section 2.12. Successor Securities Depository; Transfers Outside Book Entry System 27
Section 2.13. Payments and Notices to Cede &Co 27

ARTICLE III REDEMPTION OF BONDS BEFORE MATURITY 27

Section 3.1. Certain Redemption Dates and Prices 27
Section 3.2. Partial Redemption of Bonds 29
Section 3.3. Notice of Redemption 29
Section 3.4. Redemption Payments 30
Section 3.5. Cancellation 31

ARTICLE IV TENDERS FOR PURCHASE AND REMARKETING OF BONDS 31

Section 4.1. Purchase of Bonds at Option of Holder 31
Section 4.2. Mandatory Tender of Bonds 32
Section 4.3. Procedures for Purchase of Bonds 33
Section 4.4. Duties of Tender Agent 34
Section 4.5. Duties of the Remarketing Agent 34

ARTICLE V GENERAL COVENANTS 35

Section 5.1. Payment of Principal, Premium, if any, and Interest 35
Section 5.2. Compliance with Code 35
Section 5.3. Instruments of Further Assurance 35
Section 5.4. List of Bondholders 35
Section 5.5. Rights Under Agreement 36

ARTICLE VI REVENUES AND FUNDS 36

Section 6.1. Source of Payment of the Bonds 36

TABLE OF CONTENTS
(continued)

Page

Section 6.2. Creation of Bond Fund 36
Section 6.3. Payments into Bond Fund 36
Section 6.4. Use of Moneys in Bond Fund; Draws on Letter of Credit 36
Section 6.5. Custody of Bond Fund 38
Section 6.6. Creation of Acquisition and Construction Fund 38
Section 6.7. Payments into Acquisition and Construction Fund; Disbursements 38
Section 6.8. Creation and Sources of Bond Purchase Fund 38
Section 6.9. Use of Moneys in the Bond Purchase Fund 39
Section 6.10. Non-Presentment of Bonds 41
Section 6.11. Moneys to be Held in Trust 41
Section 6.12. Repayment to the Borrower and the Bank from Bond Fund and Bond Purchase Fund 42
Section 6.13. Additional Payments Under the Agreement 42

ARTICLE VII INVESTMENT OF MONEYS 42

ARTICLE VIII DISCHARGE OF LIEN 43

ARTICLE IX DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDHOLDERS 44

Section 9.1. Defaults; Events of Default 44
Section 9.2. Acceleration 45
Section 9.3. Other Remedies; Rights of Bondholders 45
Section 9.4. Right of Bank and Bondholders to Direct Proceedings 46
Section 9.5. Appointment of Receivers 47
Section 9.6. Waiver 47
Section 9.7. Application of Moneys 47
Section 9.8. Remedies Vested in Trustee 48
Section 9.9. Rights and Remedies of Bondholders 49
Section 9.10. Termination of Proceedings 49
Section 9.11. Waivers of Events of Default 49
Section 9.12. Notice of Defaults Under Section 9.1(f); Opportunity of the City and the Borrower to Cure Such Defaults 50
Section 9.13. Remedies Not Exclusive 51

ARTICLE X TRUSTEE, BOND REGISTRAR, TENDER AGENT AND REMARKETING AGENT 51

Section 10.1. Acceptance of Trusts 51
Section 10.2. Fees, Charges, Indemnities and Expenses of the Trustee, the Bond Registrar and the City 53
Section 10.3. Notice to Bondholders if Default Occurs 53
Section 10.4. Intervention by the Trustee 53
Section 10.5. Successor Trustee, Bond Registrar, Remarketing Agent or Tender Agent 54
Section 10.6. Resignation by the Trustee; Bond Registrar or Tender Agent 54
Section 10.7. Removal of the Trustee, Bond Registrar or Tender Agent 54

TABLE OF CONTENTS
(continued)

Page

Section 10.8. Appointment of Successor Trustee, Bond Registrar or Tender Agent by Bondholders or City 54
Section 10.9. Concerning Any Successor Trustee 55
Section 10.10. Appointment of Successor Trustee 56
Section 10.11. Appointment of a Remarketing Agent 56
Section 10.12. Bond Registrar, Authenticating Agent, Paying Agent and Tender Agent 57
Section 10.13. Notices to Rating Agencies 57

ARTICLE XI SUPPLEMENTAL INDENTURES 57

Section 11.1. Supplemental Indentures Not Requiring Consent of Bondholders 57
Section 11.2. Supplemental Indentures Requiring Consent of Bondholders 58
Section 11.3. Consent of Borrower and Bank 59
Section 11.4. Notices to Remarketing Agent 60

ARTICLE XII AMENDMENT OF AGREEMENT AND NOTE 60

Section 12.1. Amendments, Etc., to Agreement and Note Not Requiring Consent of Bondholders 60
Section 12.2. Amendments, Etc., to Agreement and Note Requiring Consent of Bondholders 60
Section 12.3. Consent of Bank 61
Section 12.4. Notice to Remarketing Agent 61

ARTICLE XIII AMENDMENT AND SUBSTITUTION OF LETTER OF CREDIT 61

Section 13.1. Amendment of Letter of Credit 61
Section 13.2. Substitute Letters of Credit 61

ARTICLE XIV MISCELLANEOUS 62

Section 14.1. Consents, Etc., of Bondholders 62
Section 14.2. Limitation of Rights 63
Section 14.3. HUD and GNMA Requirements to Control 63
Section 14.4. HUD Regulations 63
Section 14.5. Enforcement Not to Affect Mortgage Loan or GNMA Security 63
Section 14.6. Notices 63
Section 14.7. Payments Due on Non-Business Days 66
Section 14.8. Action by Borrower 66
Section 14.9. Counterparts 66
Section 14.10. Applicable Provisions of Law 66
Section 14.11. Captions 66
Section 14.12. References to Bank and Letter of Credit 66
Section 14.13. Provisions for Payment of Expenses 66
Section 14.14. Severability 67
Section 14.15. Third Party Beneficiary 67

TRUST INDENTURE

THIS TRUST INDENTURE, dated as of _____ 1, 2011, is from the CITY OF CHICAGO, a municipality and home rule unit of local government duly organized and validly existing under the Constitution and laws of the State of Illinois (the *"City"*), to SEAWAY BANK AND TRUST COMPANY, a trust company duly organized under the laws of the State of Illinois having its designated corporate trust office in Chicago, Illinois, as trustee (the *"Trusfee"*).

RECITALS:

WHEREAS, Community Housing Partners XV L.P., an Illinois limited partnership (the "Borrower"), has requested financial assistance from the City to finance a project (the *"Project"*) that consists of, among other things, the acquisition, rehabilitation and equipping of a low-income multi-family residential facility project consisting of approximately 30 residential units in four buildings located at 4509 North Hazel/852 West Sunnyside Avenue, 4426 North Magnolia Avenue, 912-914 West Montrose Avenue and 4813 North Winthrop Avenue, Chicago, Illinois and known as the "Hazel Winthrop Apartments." (the *"Project Facilities"*); and

WHEREAS, pursuant to Article VII, Section 6 of the 1970 Constitution of the State of Illinois, the City is authorized to finance the Project for the Borrower by issuing its bonds and loaning the proceeds thereof to the Borrower, and, to that end, the City has adopted a Bond Ordinance duly authorizing and directing the issuance, sale and delivery of its multi-family housing revenue bonds, to be known generally as City of Chicago Multi-Family Housing Revenue Bonds (Hazel Winthrop Apartments) Series 2011B (the "Bonds"), to be issued as fully registered bonds and to secure payment of the principal thereof and of the interest and premium, if any, thereon and the performance and observance of the covenants and conditions herein contained, the City has authorized the execution and delivery of this Indenture; and

WHEREAS, upon the issuance of the Bonds, the City also will issue its $_____ aggregate principal amount of Multi-Family Housing Revenue Bonds (Hazel Winthrop Apartments) Series 2011A (FHA Insured/GNMA) to finance a portion of the cost of the Project; and

WHEREAS, the City will loan the proceeds of the Bonds to the Borrower by entering into a Loan Agreement dated as of _____ 1, 2011 (the *"Agreement"*), between the City and the Borrower, and to evidence its payment obligations thereunder, the Borrower will deliver to the Trustee a Promissory Note (the *"Note"*) in the amount of $_____; and

WHEREAS, pursuant to the Agreement, the Borrower has agreed, among other things, to pay to or for the account of the Trustee an amount equal to the principal of, redemption premium and interest on the Bonds, as the same become due, all as set forth in the Agreement and the Note; and

WHEREAS, the City has determined to assign, transfer and pledge unto the Trustee as Trustee under this Indenture, for the benefit of the owners of the Bonds and the Bank, as set forth herein, all right, title and interest of the City in and to the Agreement and sums payable thereunder (except as otherwise provided herein and therein); and

WHEREAS, Harris N.A., Chicago, Illinois (together with any other issuer of a Letter of Credit, as hereinafter defined, the *"Bank"*), will issue an irrevocable, transferable Letter of Credit dated the date of issuance and delivery of the Bonds, in favor of the Trustee for the benefit of

the owners from time to time of the Bonds, in the amount of the aggregate principal amount of the Bonds, plus an amount equal to the interest to accrue on the Bonds for the period and at the rate required hereby, which initial Letter of Credit, together with any substitute Letter of Credit, is hereinafter referred to as the *"Letter of Credit"*; and

WHEREAS, the Bonds, the form of assignment and transfer and the Trustee's certificate of authentication to be endorsed thereon shall be in substantially the following form, with necessary and appropriate variations, omissions and insertions as permitted or required by this Indenture:

[Provisions Pertaining to Variable Rate To Be Removed
if Bonds Bear Interest at a Fixed Rate From Closing Date]

[FORM OF BONDS]

No. R- 1 $_____

STATE OF ILLINOIS
UNITED STATES OF AMERICA
CITY OF CHICAGO
MULTI-FAMILY HOUSING REVENUE BOND
(HAZEL WINTHROP APARTMENTS) SERIES 2011B

INTEREST RATE	MATURITY DATE	DATED DATE	CUSIP
_____	_____ __, 2010	_____ __, 2011	_____

Registered Owner:

Principal Amount: _____ Million _____ and 00/100 DOLLARS

The City of Chicago (the *"City"*), a municipality and home rule unit of local government duly organized and validly existing under the Constitution and the laws of the State of Illinois (the *"State"*) for value received, hereby promises to pay solely from the sources and as hereinafter provided, to the Registered Owner shown above, or registered assigns, the Principal Amount shown above on the Maturity Date shown above, except as the provisions hereinafter set forth with respect to redemption and acceleration prior to the Maturity Date may become applicable hereto, and in like manner to pay interest on said Principal Amount at the Interest Rate hereinafter specified from the Dated Date shown above or from the most recent date to which interest has been paid, in accordance with the provisions hereof. During any Variable Rate Period, as hereinafter defined, interest hereon shall be calculated on the basis of a calendar year consisting of 365 or 366 days, as the case may be, and on the actual number of days elapsed, payable on the first Business Day (as hereinafter defined) of each calendar month and on the Conversion Date, as hereinafter defined (each a *"Variable Rate Interest Payment Date"*), until the earlier of the Conversion Date or until the principal sum hereof becomes due and payable. During the Fixed Rate Period, as hereinafter defined, interest hereon shall be calculated on the basis of a calendar year consisting of 360 days of 12 30-day months, payable on the _____ 1 or _____ 1 immediately following the announcement of the Fixed Rate Period and on the first day of each _____ and _____ thereafter (each a *"Fixed Rate Interest Payment Date"* and, together with a Variable Rate Interest Payment Date, an *"Interest Payment Date"*), until the principal sum hereof

becomes due and payable. Interest shall be payable on any overdue installment of principal, premium, if any, and (to the extent that such interest shall be legally enforceable) interest on this Bond at the rate of interest from time to time borne by this Bond from the due date thereof until paid. Principal of and premium, if any, on this Bond shall be payable in lawful money of the United States of America only at the principal corporate trust office of Seaway Bank and Trust Company, as Paying Agent, or its successors under trust (the *"Paying Agent"*).

Interest on this Bond shall be payable to the Registered Owner hereof as of the Record Date (as hereinafter defined). Payments of interest on this Bond shall be made in lawful money of the United States of America by check or draft of the Paying Agent mailed on the applicable Interest Payment Date to the Registered Owner hereof at his address as it appears on the registration books of the City kept by the Paying Agent, as registrar (the "Bond Registrar"), or at such other address as is furnished to the Paying Agent in writing by such Registered Owner no later than the close of business on the Record Date immediately preceding the applicable Interest Payment Date; provided that on or prior to the Conversion Date, as hereinafter defined, payments of interest on this Bond may be made by wire transfer to the Registered Owner of this Bond if the Registered Owner hereof is the Registered Owner of at least $1,000,000 in principal amount of the Bonds (as hereinafter defined) as of the close of business on the Record Date immediately preceding the applicable Interest Payment Date and such Registered Owner shall have given written notice to the Paying Agent on or before the second Business Day immediately preceding such Record Date, directing the Paying Agent to make such payments of interest by wire transfer and identifying the location and number of the account to which such payments should be wired. As used herein, the term "Record Date" shall mean, during the Variable Rate Period, the Business Day immediately preceding a Variable Rate Interest Payment Date on this Bond, and during the Fixed Rate Period, the fifteenth day of fhe calendar month immediately preceding a Fixed Rate Interest Payment Date on this Bond.

This Bond is one of an authorized series of Bonds in the aggregate principal amount of $_____ (the "Bonds") issued for the purpose of loaning the proceeds thereof to Community Housing Partners XV L.P., an Illinois limited partnership (the "Borrower"), for the purpose of providing funds to pay a portion of the cost of acquiring, renovating and equipping a multi-family housing project (the *"Project"*) owned and operated by the Borrower and located in Chicago, Illinois. The Bonds are all issued under and are equally and ratably secured by and entitled to the protection of a Trust Indenture dated as of _____ 1, 2011 (which indenture, as from time to time amended and supplemented, is herein referred to as the *"Indenture"*), duly executed and delivered by the City to Seaway Bank and Trust Company, Chicago, Illinois, as trustee (the *"Trustee"*). Reference is hereby made to the Indenture for a description of the rights, duties and obligations of the City, the Trustee and the owners of the Bonds and the terms upon which the Bonds are issued and secured. The terms and conditions of the loan of the proceeds of the Bonds to the Borrower for the financing of the Project and the repayment of said funds are contained in a Loan Agreement dated as of _____ 1, 2011, by and between the City and the Borrower (which agreement, as from time to time amended and supplemented, is hereinafter referred to as the *"Agreement"*).

Except as otherwise provided in the Indenture, the Bonds are issuable only as fully registered Bonds without coupons in denominations of $100,000 and any integral multiple of $5,000 in excess thereof during the Variable Rate Period, and in denominations of $5,000 and any integral multiple thereof during the Fixed Rate Period. This Bond is transferable by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal corporate trust office of the Bond Registrar, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of

this Bond. Upon such transfer a new Bond or Bonds of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor. The City, the Trustee, the Paying Agent and Seaway Bank and Tmst Company, as tender agent, or its successors under trust (the "Tender Agenf') may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and premium, if any, hereon and interest due hereon and for all other purposes, and neither the City, the Trustee, the Paying Agent nor the Tender Agent shall be affected by any notice to the contrary.

Subject to the limitations and upon payment of the charges provided in the Indenture and upon surrender and cancellation thereof, Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations. The Bond Registrar shall not be required to transfer or exchange any Bond after notice calling such Bond or portion thereof for redemption prior to maturity has been given as herein provided, nor during the period of 10 days next preceding the giving of such notice of redemption.

Harris N.A. has issued an irrevocable, transferable letter of credit dated the date of delivery of the Bonds in favor of the Trustee for the benefit of the owners from time to time of the Bonds, supporting the payment of the unpaid principal amount of the Bonds or the purchase price of the Bonds and in either case up to [35][189] days of interest at the [Cap Rate (as hereinafter defined)][the Fixed Rate] accrued on the Bonds to pay interest on the Bonds when due under the conditions set forth therein. The initial letter of credit, together with any substitute letter of credit, is hereinafter referred to as the *"Letter of Credit,"* and Harris N.A., together with the issuer of any substitute Letter of Credit, is hereinafter referred to as the "Bank."

This Bond shall bear interest on the unpaid principal balance hereof until paid at the rates provided below. This Bond shall bear interest at the Variable Rate (as defined in the Indenture) during the Variable Rate Period from the Variable Rate Interest Payment Date to which interest on this Bond has been paid or duly provided for immediately preceding the date of authentication hereof, unless (a) such date of authentication shall be dated on or prior to the Record Date for the first Variable Rate Interest Payment Date, in which case this Bond shall bear interest from the date of the initial delivery of this Bond, or (b) such date of authentication shall be after a Record Date and prior to a Variable Rate Interest Payment Date to which interest on this Bond has been paid or duly provided for, in which case this Bond shall bear interest from such Variable Rate Interest Payment Date, and shall bear interest at the Fixed Rate (as defined in the Indenture) during the Fixed Rate Period from the first day of the _____ or _____ to which interest on this Bond has been paid or duly provided for immediately preceding the date of authentication hereof, unless (a) such date of authentication shall be on or prior to the Record Date for the first day of _____ or _____ immediately following the date of commencement of the Fixed Rate Period (the "Conversion Date'), in which case this Bond shall bear interest from the Conversion Date, or (b) such date of authentication shall be after the fifteenth day of the month preceding a Fixed Rate Interest Payment Date and prior to such Fixed Rate Interest Payment Date, in which case this Bond shall bear interest from such Fixed Rate Interest Payment Date.

During a Variable Rate Period, the Registered Owner hereof has the right to tender this Bond or a portion hereof (in authorized denominations, provided that after such tender such remaining portion shall also be in an authorized denomination) to the Tender Agent for purchase as a whole or in part on any Business Day during the Variable Rate Period, but not thereafter, at a purchase price equal to 100 percent of the principal amount hereof tendered plus accrued interest to the specified purchase date, in accordance with the Indenture.

During a Variable Rate Period and subject to the provisions below, the Registered Owner of this Bond is required to tender this Bond to the Tender Agent for purchase on (i) the Proposed Conversion Date, (ii) a Letter of Credit Substitution Date (as hereinafter defined) and (iii) a Letter of Credit Termination Date (as hereinafter defined) (each a *"Mandatory* Tender Dafe'), each as defined and described in the Indenture.

The Bonds are subject to redemption prior to maturity from any available funds, including moneys derived from a prepayment of the Note (or a portion thereof) at the prices, on the dates and under the terms and conditions set forth in the Indenture.

The Registered Owner of this Bond has no right to enforce the provisions of the Indenture or the Agreement or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture or the Agreement, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. The Indenture prescribes the manner in which it may be discharged, including a provision that under certain circumstances the Bonds shall be deemed to be paid if Governmental Obligations, as defined therein, maturing as to principal and interest in such amounts and on such dates as will provide sufficient funds to pay the principal of and interest and premium, if any, on such Bonds and all fees, charges and expenses of the Trustee, and all other liabilities of the Borrower under the Agreement, shall have been deposited with the Tmstee, after which such Bonds shall no longer be secured by or entitled to the benefits of the Indenture or the Agreement, except for purposes of transfer and exchange and payment from such Governmental Obligations on the date or dates specified at the time of such deposit.

The Indenture permits the amendment thereof and the modification of the rights and obligations of the City and the rights of the owners of the Bonds at any time by the City with the consent of the Registered Owners of a majority, or in certain instances 100 percent, in aggregate principal amount of fhe Bonds at the time outstanding, as defined in the Indenture. Any such consent or waiver by the Registered Owner of this Bond shall be conclusive and binding upon such owner and upon all future owners of this Bond and of any Bond issued upon the transfer or exchange of this Bond whether or not notation of such consent or waiver is made upon this Bond. The Indenture also contains provisions permitting the Trustee to enter into certain supplemental indentures without the consent of the owners of the Bonds and to waive certain past defaults under the Indenture and their consequences. No supplemental indenture will become effective without the consent of the Borrower and, if a Letter of Credit is then in effect and if the Bank has not failed to honor a properiy presented drawing thereunder, the Bank.

THIS BOND AND ALL OTHER BONDS ISSUED UNDER AND SECURED BY THE INDENTURE, AS HEREINAFTER DEFINED, ARE, AND ARE TO BE, EQUALLY AND RATABLY SECURED, TO THE EXTENT PROVIDED IN THE INDENTURE, SOLELY BY A PLEDGE OF THE REVENUES AND OTHER FUNDS PLEDGED UNDER THE INDENTURE. THE BONDS, TOGETHER WITH PREMIUM, IF ANY, AND INTEREST THEREON, ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY, PAYABLE SOLELY FROM THE REVENUES AND ARE A VALID CLAIM OF THE OWNERS FROM TIME TO TIME THEREOF ONLY AGAINST THE MONEYS HELD BY THE TRUSTEE AND THE TENDER AGENT AND PLEDGED TO THE PAYMENT OF THE BONDS, AND THE REVENUES, WHICH REVENUES SHALL BE USED FOR NO OTHER PURPOSE THAN TO PAY THE PRINCIPAL INSTALLMENTS OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, EXCEPT AS MAY BE OTHERWISE EXPRESSLY AUTHORIZED IN THE INDENTURE OR THE AGREEMENT. THE BONDS ARE NOT AN

INDEBTEDNESS OF THE CITY OR A CHARGE AGAINST ITS GENERAL CREDIT OR THE GENERAL CREDIT TAXING POWERS OF THE STATE, THE CITY, OR ANY OTHER POLITICAL SUBDIVISION THEREOF, AND SHALL NEVER GIVE RISE TO ANY PECUNIARY LIABILITY OF THE CITY, AND NEITHER THE CITY, THE STATE NOR ANY OTHER POLITICAL SUBDIVISION THEREOF SHALL BE LIABLE FOR THE PAYMENTS OF PRINCIPAL OF AND, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, AND THE BONDS ARE PAYABLE FROM NO OTHER SOURCE, BUT ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY, PAYABLE SOLELY OUT OF THE REVENUES AND RECEIPTS OF THE CITY DERIVED PURSUANT TO THE AGREEMENT. NO OWNER OF THE BONDS HAS THE RIGHT TO COMPEL ANY EXERCISE OF THE TAXING POWER OF THE STATE, THE CITY OR ANY OTHER POLITICAL SUBDIVISION THEREOF TO PAY THE BONDS OR THE INTEREST OR PREMIUM, IF ANY, THEREON.

No recourse shall be had for the payment of the principal or premium, if any, or purchase price of, or interest on, this Bond, or for any claim based hereon or on the Indenture, against any member, officer or employee, past, present or future, of the City or of any successor body, as such, either directly or through the City or any such successor body, under any constitutional provision, statute or rule of law, or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise.

This Bond is not valid unless the Certificate of Authentication endorsed hereon is duly executed by the Paying Agent.

IN WITNESS WHEREOF, the City has caused this Bond to be executed in its name by the manual or electronic transmission signature of its Mayor and its corporate seal or a electronic transmission thereof to be affixed, imprinted, lithographed or reproduced hereon and attested by the manual or electronic transmission signature of its City Clerk or Deputy City Clerk.

CITY OF CHICAGO

By: _____
Mayor

[Seal]

Attest:

_____
City Clerk

[FORM OF CERTIFICATE OF AUTHENTICATION]

This Bond is one of the Bonds of the issue described in the within mentioned Trust Indenture.

Date of Authentication:

SEAWAY BANK AND TRUST COMPANY,
as Authenticating Agent

By: _____

Authorized Signatory

[FORM OF ASSIGNMENT]

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

Unif Trans Min Act	--	Uniform Transfers to Minor Act
Oust	--	Custodian
Ten Com	--	as tenants in common
Ten Ent	--	as tenants by the entireties
Jt Ten	--	as joint tenants with right of survivorship and not as tenants in common

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For Value Received, the undersigned sells, assigns and transfer unto _____

_____ (Name, Address and Taxpayer Identification Number of Assignee) the Multi-Family Housing Revenue Bond (Hollywood House Apartments) Series 2011B (the "Bond") ot the City of Chicago, numbered _____ and does hereby irrevocably constitute and appoint _____ to transfer the Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

_____
Registered Owner

NOTICE: The signature to this Assignment must correspond with the name as it appears upon the face of the Bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a guarantor institution participating in the Securities Transfer Agents Medallion Program or on such other guarantee program acceptable to the Trustee.

[Form of Bondholder Tender Notice]

BONDHOLDER TENDER NOTICE
DURING VARIABLE RATE PERIOD

The undersigned hereby elects to have the Multi-Family Housing Revenue Bond (Hazel Winthrop Apartments) Series 2011B, (the "Bond") ot the City of Chicago (the "City") (or any portion thereof in any authorized denomination) purchased in accordance with the provisions of the Bond and the Trust Indenture (the "Indenfure") dated as of _____ 1, 2011, by and from the City to Seaway Bank and Trust Company, Chicago, Illinois, as Trustee (the "Trusfee"), on _____ (the "Purchase Dafe"), which Purchase Date shall be a Business Day at least seven days immediately following the submission of this Bondholder Tender Notice to Seaway Bank and Trust Company, as tender agent (the "Tender Agent") (unless the owner of the Bond shall have given telephonic notice of its election to tender the Bond at the opening of business of the Tender Agent, confirmed by submission of this Bondholder Tender Notice not more than two Business Days after such telephonic notice, in which event such Purchase Date shall be a Business Day at least seven days immediately following the date of such telephonic notice), at the purchase price of 100 percent of the principal amount thereof being purchased plus accrued interest to the date of purchase (the "Purchase Price"). The Bond may be tendered for purchase in part in the principal amount of $100,000 or any integral multiple of $5,000 in excess thereof, but the Bond shall not be tendered for purchase if the unpurchased part of the Bond shall be less than $100,000.

Pursuant to the terms of the Indenture, the Purchase Price of the Bond (or portion thereof) to be purchased shall be paid to the Registered Owner of the Bond in immediately available funds, as provided in the Indenture, at or before 3:00 P.M., New York time, on the Purchase Date (or, if the Purchase Date is not a Business Day, as defined in the Indenture, then on the immediately following Business Day) upon presentation of the Bond to the Tender Agent, together with an instrument of assignment or transfer duly executed in blank (which instrument of assignment or transfer shall be in the form provided on this Bond or in such other form acceptable to the Tender Agent), at or before 10:00 A.M., New York time, on the Purchase Date (or if the Purchase Date is not a Business Day, on the immediately following Business Day), at:

Seaway Bank and Trust Company
645 East 87th Street
Suite 500
Chicago, Illinois 60619
Attn: Corporate Trust Services
Telephone: 773-602-4156
Facsimile: 773-846-4246

The undersigned hereby acknowledges and agrees to such terms.

This Bondholder Tender Notice shall not be accepted by the Tender Agent unless it is properly completed and received by the Tender Agent at the address designated above. If this Bond is submitted for purchase in part, the undersigned hereby directs the Tender Agent to exchange this Bond for (i) a Bond representing the principal amount of the Bond to be purchased, and (ii) a Bond (or Borids of authorized denominations if the owner specifies the authorized denominations) representing the principal amount of the Bond not to be purchased. The Bond or Bonds not to be purchased shall be registered in the same name(s) as this Bond tendered for purchase. Unless the Registered Owner of this Bond delivers instructions to the Tender Agent with this Bondholder Tender Notice, specifying that said Registered Owner wishes to have the Tender Agent deliver more than one Bond representing the principal amount

of the Bond not to be purchased, and specifying the authorized denominations of such replacement Bonds, the Tender Agent will deliver only one replacement Bond to such Registered Owner in the principal amount of the Bond not to be purchased.

THIS ELECTION IS IRREVOCABLE AND BINDING
ON THE UNDERSIGNED AND CANNOT BE WITHDRAWN.

The undersigned hereby authorizes the Tender Agent to accept on behalf of the undersigned the Purchase Price of the Bond (or portion thereof) subject to this Bondholder Tender Notice.

Print or Type:

_____
Name(s) of Bondholder(s)

_____
Street City State Zip

_____
Area Code Telephone Number

Signature(s):

_____

Date:

_____

Note: The signature(s) to this Bondholder Tender Notice must correspond exactly to the name(s) appearing on the registration books of the City maintained by _____ as Bond Registrar, in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

_____

_____

NOTICE: Signature(s) must be guaranteed by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Trustee.
The principal amount of this Bond requested to be purchased pursuant to this Bondholder Tender Notice is

$_____. (Insert Total Principal Amount of Bond or a portion thereof in the amount of $100,000 or any integral multiple of $5,000 in excess thereof)

IF NO AMOUNT IS INDICATED IN THE SPACE ABOVE, THE REGISTERED OWNER OF THIS BOND SUBJECT TO THIS BONDHOLDER TENDER NOTICE WILL BE DEEMED TO HAVE TENDERED THE BOND IN ITS FULL PRINCIPAL AMOUNT FOR PURCHASE.

SPECIAL DELIVERY INSTRUCTIONS

To be completed only if the Registered Owner of this Bond is the Registered Owner of at least $1,000,000 in aggregate principal amount of this Bond and the issue of which it is a part, and wishes to direct the Tender Agent to wire transfer the purchase price of the Bond (or portion thereof) to be purchased.

Wire transfer purchase price to:

Account Number:_____

Location of Account:_____

_____
(Include Zip Code)

WHEREAS, all things necessary to make the Bonds, when authenticated by the Trustee and issued, as in this Indenture provided, valid, binding and legal special, limited obligations of the City, and to constitute this Indenture a valid and binding agreement securing payment of the principal of, premium, if any, and interest on all Bonds issued and to be issued hereunder, have been done and performed; and the creation, execution and delivery of this Indenture and the creation, execution and issuance of the Bonds, subject to the terms hereof, in all respects duly have been authorized;

GRANTING CLAUSES

NOW, THEREFORE, THIS TRUST INDENTURE WITNESSETH: That, to secure the payment of the principal and purchase price of, and premium, if any, and interest on the Bonds according to their tenor and effect and the performance of all covenants and conditions therein and herein contained, and on a subordinated basis, to secure the obligations of the Borrower to the Bank under the Reimbursement Agreement, and in consideration of the premises, and of the purchase of the Bonds by the holders thereof, the City by these presents does grant, to the Trustee and its successors in trust, a lien on and a security interest in the following described property, rights, privileges and franchises,

GRANTING CLAUSE FIRST

All right, title and interest and privilege of the City now owned or hereafter acquired in, to and under the Agreement and any agreement supplementing, extending or modifying the same, including, without limitation, all present and future rights of the City to make claim for, collect and receive any income, revenues, issues, profits, insurance proceeds and other sums of money payable to or for the account of or receivable by the City under the Agreement (whether payable pursuant to the Agreement or otherwise), to bring actions and proceedings under the Agreement or for the enforcement thereof, to pursue the remedies provided in the Agreement upon the occurrence of an event of default thereunder, and to do any and all things that the City is or may become entitled to do under the Agreement, but excluding the rights of the City (a) to receive payment of expenses and attorneys' fees thereunder, (b) for indemnification under

Section 5.2 of the Agreement; (c) to receive notices and other documents under the Agreemenf, and (d) to inspect the Project Facilities and the books and records of the Borrower under Sections 5.1 and 5.3 of the Agreement;

GRANTING CLAUSE SECOND

All monies and securities held by the Trustee in any of the funds or accounts established under this Indenture (except certain amounts held in the Bond Purchase Fund, as provided herein), subject, however, to the application thereof to the uses and in the manner set forth in this Indenture;

GRANTING CLAUSE THIRD

All property which is by the express provisions of this Indenture required to be subject to the lien hereof and any additional property that may, from time to time hereafter, by delivery or by writing of any kind, be subjected to the lien hereof, by the City or by anyone in its behalf, and the Trustee is hereby authorized to receive the same at any time as additional security hereunder; and

TO HAVE AND TO HOLD the same and any other revenues, property, contracts or contract rights, accounts receivable, chattel paper, instruments, general intangibles or other rights and fhe proceeds thereof, which may, by delivery, assignment or otherwise, be subject to the lien and security interest created by this Indenture, to the Trustee and its successors in trust and assigns forever.

IN TRUST, NEVERTHELESS, upon the terms and conditions herein set forth for the equal and proportionate benefit, security and protection of all present and future Owners of the Bonds issued under and secured by this Indenture, without preference, privilege, priority or distinction as to the lien or otherwise of any of the Bonds over any other of the Bonds except as provided herein; and on a subordinated basis for the benefit, security and protection of the Bank as described above.

PROVIDED that if the City, its successors and assigns, shall well and truly pay or cause to be paid the principal or redemption price of the Bonds and the interest due or to become due thereon, at the times and in the manner recited in the form of Bond hereinbefore set forth according to the true intent and meaning thereof, and shall cause the payments to be made into the Bond Fund as required under Article V hereof or shall provide, as permitted hereby, for the payment thereof by depositing with the Trustee the entire amount due or to become due thereon (or Govemmental Obligations, as hereinafter defined, sufficient for that purpose as provided in Article VIII hereof), and shall well and truly keep, perform and observe all the covenants and conditions required pursuant to the terms of this Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee ali sums of money due or to become due to it in accordance with the terms and provisions hereof, and shall pay all amounts owing to the Bank under the Reimbursement Agreement and retum the Letter of Credit to the Bank for cancellation, then upon such final payments this Indenture and the rights hereby granted shall cease, determine and be void, and the Trustee shall forthwith release, surrender and othenwise cancel any interest it may have in the Agreement and the Note; otherwise this Indenture be and remain in full force and effect.

THIS TRUST INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and all said

payments, revenues, rents and receipts hereby pledged are to be dealt with and disposed of, under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective owners, from time to time, of the said Bonds, as follows:

ARTICLE I

DEFINITIONS

All words and phrases defined in Article I of the Agreement shall have the same meanings in this Indenture. In addition, the following words and phrases shall have the following meanings:

"Acquisition and Construction Fund" means the City of Chicago Acquisition and Construction Fund (Hazel Winthrop Apartments), created and established in Section 6.6 of this Indenture.

"Acf of Bankruptcy" means the filing of a petition in bankruptcy (or the other commencement of a bankruptcy or similar proceeding) by or against the Borrower under any applicable bankruptcy, insolvency, reorganization or similar law, now or hereafter in effect.

"Agreement" means the Loan Agreement dated as of _____ 1, 2011, by and between the City and the Borrower, as from time to time supplemented and amended.

"Alternate Credit Facility" means an irrevocable letter of credit, a surety bond, an insurance policy or other credit facility delivered to the Trustee pursuant to Section 5.7(d) of the Agreement.

"Arbitrage Certificate" means the Arbitrage and Tax Certificate dated as of the date of issuance of the Bonds, between the Borrower and the City, relating to the Bonds.

"Authenticating Agent" means the Trustee or the Paying Agent.

"Available Moneys" mean (a) with respect to any date on which principal of, premium, if any, or interest on the Bonds is due or the purchase price of any Bond is payable during the term of the Letter of Credit, (i) Bond proceeds deposited with the Trustee contemporaneously with the issuance and sale of the Bonds and which were continuously thereafter held subject to the lien of this Indenture in a separate and segregated fund, account or subaccount established hereunder in which no moneys which were not Available Moneys were at any time held, together with investment earnings on such Bond proceeds; (ii) moneys (A) paid by the Borrower to the Tmstee, (B) held in any fund, account or subaccount established hereunder in which no other moneys which are not Available Moneys are held, and (C) which have so been on deposit with the Trustee for at least 123 consecutive days from their receipt by the Trustee during and prior to which period no petition by or against the City or the Borrower under any bankruptcy or similar law now or hereafter enacted shall have been filed (unless such petition shall have been dismissed and such dismissal be final and not subject to appeal), together with investment earnings on such moneys; (iii) moneys received by the Trustee from any draw on the Letter of Credit, together with investment earnings on such moneys; (iv) proceeds from the remarketing of any Bonds pursuant hereto to any person other than the Borrower, any affiliate or general partner of the Borrower, the City or any person which is an "insider" of any such person within

the meaning of Title 11 of the United States Code, as amended (the "Bankrupfcy Code'); (v) the proceeds of any obligations issued to refund the Bonds (and the proceeds of the investment thereof), if (x) there is delivered to the Trustee at the time of issuance and sale of such obligations an opinion (which may assume that no owner of Bonds is an "insider" within the meaning of the Bankruptcy Code) of nationally recognized bankruptcy counsel, in form acceptable to each Rating Agency then rating the Bonds, to the effect that the use of such proceeds to pay the principal of, premium, if any, or interest on the Bonds would not be avoidable as preferential payments under Section 547 of the Bankruptcy Code which could be recovered under Section 550(a) of the Bankruptcy Code should the City or the Borrower become a debtor in a case or proceeding commenced thereunder, and (y) tax counsel for the Borrower has determined that the refunding of the Bonds does not adversely affect the Project's qualification for federal low income housing tax credits pursuant to Section 42 of the Code; and (vi) any other moneys or securities, if there is delivered to the Trustee at the time of deposit of such moneys or securities an opinion (which may assume that no owner of Bonds is an "insider" within the meaning of the Bankruptcy Code) of nationally recognized bankruptcy counsel, in form acceptable to each Rating Agency then rating the Bonds, to the effect that the use of such moneys or securities to pay the principal of, premium, if any, or interest on the Bonds would not be avoidable as preferential payments under Section 547 of the Bankruptcy Code which could be recovered under Section 550(a) of the Bankmptcy Code should the City or the Borrower become a debtor in a case or proceeding commenced thereunder and (b) with respect to any date on which principal of, premium, if any, or interest on the Bonds is due or the purchase price of any Bond is payable during a period in which the Letter of Credit is not in effect, any moneys furnished to the Trustee pursuant to this Indenture and the proceeds from the investment thereof. Notwithstanding the foregoing, when used with respect to the payment of any amounts due in respect of Borrower Bonds, the term *"Available Moneys"* shall mean any moneys held by the Trustee and the proceeds from the investment thereof, except for moneys drawn under the Letter of Credit.

"Bank" means Harris N.A., Chicago, Illinois, in its capacity as the issuer of the initial Letter of Credit pursuant to Section 5.7(a) of the Agreement, its successors in such capacity and their assigns, and the issuer of any substitute Letter of Credit or Alternate Credit Facility pursuant to Section 5.7(c) or Section 5.7(d) of the Agreement, its successors in such capacity and their assigns. For so long as Harris N.A. shall remain the Bank hereunder, the office of the Bank where drawings under the Letter of Credit are to be made shall be deemed to be Chicago, Illinois.

"Beneficial Owners" means the person in whose name a Bond is recorded as beneficial owner of such Bond by the Depository as a participant or indirect participant.

"Bond" or "Bonds" means the Multi-Family Housing Revenue Bonds (Hazel Winthrop Apartments) Series 2011B of the City, in the original aggregate principal amount of $_____ issued pursuant to this Indenture.

"Bond Counsel" means the counsel who rendered the opinion as to the tax-exempt status of the interest on the Bonds on the date of the issuance, sale and delivery of the Bonds or such other nationally recognized municipal bond counsel of recognized expertise with respect to such matters as may be mutually satisfactory to the City, the Borrower, the Bank and the Trustee.

"Sond Fund" means the City of Chicago Bond Fund (Hazel Winthrop Apartments), created and established by Section 6.2 of this Indenture.

"Bond Ordinance" means the ordinance adopted by the City Council of the City on _____, 2011, which authorizes the issuance of the Bonds.

"Bond Purchase Agreement" means the Bond Purchase Agreement dated _____ __, 2011, among the City, the Borrower and the Underwriter, as from time to time supplemented and amended, relating to the purchaser by the Underwriter of the Bonds.

"Bond Purchase Fund" means the City of Chicago Bond Purchase Fund (Hazel Winthrop Apartments) created and established by Section 6.8 of this Indenture.

"Bond Registrar" means Seaway Bank and Trust Company, Chicago, Illinois, and its successors and any corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party and any successor bond registrar at the time serving as such hereunder.

"Bondholder" or "holder" or "owner" of a Bond means the Registered Owner of such Bonds.

"Borrower" means Community Housing Partners XV L.P., an Illinois limited partnership, its successors and assigns.

"Borrower Bonds" means any Bonds (i) owned or held by the Borrower or the City or an agent of the Trustee for the account of the Borrower or the City or (ii) with respect to which the Borrower or the City has notified the Trustee, or which the Trustee actually knows, was purchased by another person for the account of the Borrower or the City.

"Business Day" means any day other than (i) a day on which banking institutions in the city in which the principal corporate trust office of the Trustee or the Tender Agent is located are required or authorized by law to remain closed, (ii) a day on which banking institutions in the city in which the office of the Bank where drawings under the Letter of Credit are to be made is located are required or authorized by law to remain closed, (iii) a day on which the principal office of the Remarketing Agent is required or authorized by law to remain closed or (iv) a day on which the New York Stock Exchange is closed.

"Cap Rate" means the rate per annum equal to the least of (a) 18 percent per annum, (b) the maximum interest rate at the time then specified in the Letter of Credit (initially, 12 percent per annum) or (c) the maximum contract rate of interest permitted by the laws of the State.

"City" means the City of Chicago, party of the first part to this Indenture, and its lawful successors and assigns.

"Closing Date" means _____, 2011, the date of initial issuance and delivery of the Bonds.

"Code" means the federal Internal Revenue Code of 1986, as amended, and any regulations, temporary regulations and proposed regulations promulgated thereunder, or applicable thereto.

"Conversion Date" means the date on which the Fixed Rate on the Bonds is effective pursuant to Section 2.2 hereof.

"Cosf" or "Cosfs" means any cost in respect of the Project permitted under the Agreement.

"Depository" means DTC, or any other person who shall be an owner of all Bonds directly or indirectly for the benefit of Beneficial Owners and approved by the City, the Borrower, the Trustee and the Remarketing Agent to act as the Depository; provided that any Depository shall be registered or qualified as a "clearing agency" within the meaning of Section 17A of the Securities Exchange Act of 1934, as amended.

"Determination of Taxability" means (i) the receipt by the Borrower of a written notice from the Trustee or the receipt by the Borrower and the Trustee of a written notice from any owner of any Bond of the issuance of a preliminary letter regarding a proposed deficiency or a statutory notice of deficiency by the Internal Revenue Service which holds, in effect, that the interest payable on such Bond, or any installment thereof, is includible in the federal gross income of the taxpayer named therein (other than a "substantial user" of the Project Facilities or a "related person," within the meaning of Section 147(a) of the Code); or (ii) the delivery to the Borrower and the Tmstee of an opinion of Bond Counsel to the effect that the interest payable on any Bond, or any installment thereof, is includible in the federal gross income of the taxpayer named therein (other than a "substantial user" of the Project Facilities or a "related person," within the meaning of Section 147(a) of the Code); or (iii) filing by the Borrower with the Trustee, any owner of any Bond or the Internal Revenue Service of any certificate, statement, or other tax schedule, return or document which discloses that the interest payable on any Bond, or any installment thereof, is includible in the federal gross income of the owner of any Bond or any former owner of any Bond (other than a "substantial user" of the Project Facilities or a "related person," within the meaning of Section 147(a) of the Code); or (iv) any amendment, modification, addition or change shall be made in any provision of the Code or in any regulation or proposed regulation thereunder, or any ruling shall be issued or revoked by the Internal Revenue Service; or any other action shall be taken by the Internal Revenue Service, the Department of Treasury or any other governmental agency, authority or instrumentality, or any opinion of any federal court or of the United States Tax Court shall be rendered, and the Trustee, the Bank or the owner of any Bond shall have notified the Borrower and the Trustee in writing that, as a result of any such event or condition, Bond Counsel is unable to give an unqualified opinion that the interest payable on any Bond, or any installment thereof, made on or after a date specified in said notice is excludible from the federal gross income of the taxpayer named therein (other than a "substantial user" of the Project Facilities or a "related person," within the meaning of Section 147(a) of the Code). No event described in clause (i) above shall constitute a Determination of Taxability unless the Borrower has been afforded the opportunity to contest the same either directly or in the name of any Bondholder or Beneficial Owner, and until conclusion of any appellate review, if sought.

"DTC" means The Depository Trust Company, New York, New York, and its successors and assigns.

"Evenf of Default" means any occurrence or event specified as such in Section 9.1 hereof.

"Eligible Account" means an account that is either (a) maintained with a federal or state-chartered depository institution or trust company that has a Standard & Poor's short-term debt rating of at least 'A-2' (or, if no short-term debt rating, a long-term debt rating of 'BBB+'); or (b) maintained with the corporate trust department of a federal depository institution or state-chartered depository institution subject to regulations regarding fiduciary funds on deposit

similar to Title 12 of the U.S. Code of Federal Regulation Section 9.10(b), which, in either case, has corporate trust powers and is acting in its fiduciary capacity.

"Fixed Rate" means the interest rate to be borne by the Bonds, established in accordance with Section 2.2 hereof.

"Fixed Rate Interest Payment Date" has the meaning set forth in Section 2.2 hereof.

"Fixed Rate Period" means the period from commencing as provided in Section 2.2 hereof until the maturity date of the Bonds.

"GNMA" means the Government National Mortgage Association, and its successors and assigns.

"Governmental Obligations" means noncallable, direct general obligations of, or obligations the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America.

"HUD Regulatory Agreement" means the Regulatory Agreement for Multi-Family Housing Projects (HUD Project _____) with respect to the Project between the Borrower and HUD, as the same may be amended, restated or supplemented from time to time.

"Indenture" means this Trust Indenture, as from time to time supplemented and amended.

"Interest Payment Date" means, as the context requires, a Variable Rate Interest Payment Date or a Fixed Rate Interest Payment Date.

"Land Use Restriction Agreement" means the Land Use Restriction Agreement dated as of the date hereof, among the City, the Borrower and the Trustee.

"Letter of Credit" means the initial irrevocable, transferable Letter of Credit delivered to the Trustee pursuant to Section 5.7(a) of the Agreement, and, unless the context of use indicates another or different meaning or intent, any substitute Letter of Credit delivered to the Trustee pursuant to Section 5.7(c) of the Agreement, and any extensions or amendments thereof.

"Letter of Credit Substitution" means the delivery of a substitute Letter of Credit to the Trustee pursuant to Section 5.7(c) of the Agreement.

"Letter of Credit Substitution Date" means the fifth Business Day next preceding the proposed date of a Letter of Credit Substitution.

"Letter of Credit Termination Date" means the first Business Day of the calendar month in which the Stated Expiration Date of the Letter of Credit is to occur (as extended from time fo time), unless the Borrower shall have caused the delivery of a substitute Letter of Credit to the Trustee pursuant to Section 5.7(c) of the Agreement at least 35 days prior to such Letter of Credit Termination Date.

"Moody's" means Moody's Investors Service, Inc., a corporation duly organized and validly existing under the laws of the State of Delaware, and its successor and assigns.

"Note" means the promissory note of the Borrower made payable to the Trustee pursuant to Section 4.2(a) of the Agreement.

"Outstanding" or "Bonds oufsfanding" means all Bonds which have been authenticated and delivered by the Trustee under this Indenture, except:

(a) Bonds canceled after purchase or because of payment at maturity or upon redemption prior to maturity;

(b) Bonds or portions thereof (of authorized denominations) deemed to be paid, as provided in Article VIII hereof;

(c) Bonds in lieu of which other Bonds have been authenticated under Sections 2.7, 2.8, 3.2, 4.1 and 4.2 hereof; and

(d) Unsurrendered Bonds.

If this Indenture shall have been discharged pursuant to the provisions of Article VIII hereof, no Bonds shall be deemed to be Outstanding within the meaning of this provision.

"Paying Agent" means the Bond Registrar, serving as paying agent pursuant to this Indenture.

"Project" or *"HUD Project"* means the acquisition, construction, rehabilitation and equipping of the Project Facilities (HUD Project No. _____).

"Project Facilities" means, collectively, the real estate and other property located at the addresses set forth in the recitals hereto, including all of the buildings and improvements to be erected, rehabilitated or installed therein and thereon, together with fixtures, machinery, furnishings and equipment included therein and all replacements thereto.

"Proposed Conversion Dafe" means any Interest Payment Date designated by the Borrower as the Conversion Date under this Indenture.

"Purchased Bonds" has the meaning set forth in Section 6.9 hereof.

"Rating Agency" means S&P, Moody's, and their respective successors and assigns, and, if for any reason either such rating agency no longer performs the functions of a securities rating agency, any other nationally recognized securities rating agency designated by the City and approved in writing by the Borrower and the Bank.

"Rating Category" or *"Rating Categories"* means one or more of the generic rating categories of a nationally recognized securities rating agency, without regard to any refinement or gradation of such rating category or categories by a numerical modifier or otherwise.

"Record Date" means, during the Variable Rate Period, the Business Day immediately preceding a Variable Rate Interest Payment Date on the Bonds, and during the Fixed Rate Period, the fifteenth day of the calendar month immediately preceding a Fixed Rate Interest Payment Date on the Bonds.

"Registered Owner" means the person or persons in whose name or names a Bond is registered on fhe registration books of the City maintained by the Bond Registrar for that purpose in accordance with the terms of this Indenture.

"Reimbursemenf Agreemenf" means the Letfer of Credit and Reimbursement Agreement dated as of _____ 1, 2011, between the Borrower and the Bank, as from time fo time supplemented and amended, under the terms of which the Bank agrees to issue and deliver the initial Letter of Credit to the Trustee; and, unless the context or use indicates another or different meaning or intent, any letter of credit agreement or reimbursement agreemenf between the Borrower and the issuer of any substitute Letter of Credit delivered to the Trustee pursuant to Section 5.7(b), Section 5.7(c) or Section 5.7(d) of the Agreement, as from time to time supplemented and amended, which provides that it is a Reimbursement Agreement for purposes of the Agreement and this Indenture.

"Remarkefing Agenf" meaus Merrill Lynch, Pierce, Fenner & Smith Incorporated and any successors thereto, appointed in accordance with Section 10.11 hereof.

"Remarkefing Agreemenf" means the Remarketing Agreement dated as of _____ 1, 2011, by and between the Borrower and the Remarketing Agent, as from time to time supplemented and amended.

"Representation Lefter" means the Blanket Issuer Letter of Representations from the City and accepted by DTC.

"Revenues" means the amounts pledged to the payment of the principal of, premium, if any, and interest on the Bonds, consisting of the following: (i) all amounts payable pursuant to Section 4.2(a) of the Agreement, including amounts payable on the Note, and all receipts of the Trustee credited under the provisions of this Indenture against said amount payable, including all moneys drawn by the Trustee under the Letter of Credit to pay the principal of, premium, if any, and interest on the Bonds, (ii) any portion of the net proceeds of the Bonds deposited with the Trusfee under Sections 6.1 and 6.7 hereof, and (iii) any amounts paid into the Bond Fund from the Acquisition and Construction Fund, including income on investments of the Bond Fund and the Acquisition and Construction Fund.

"S&R" means Standard & Poor's, a Division of The McGraw-Hill Companies, Inc., and its successors and assigns.

"Stafe" means the State of Illinois.

"Sfafed Expiration Dafe" means the fifteenth day of a calendar month, which day is the date on which the Letter of Credit is stated to expire.

"Subsfanfiai User" means "substantial user" within the meaning of Section 147(a) of the Code (or any successor sections thereto).

"Tender Agent" means Seaway Bank and Trust Company, Chicago, Illinois, serving as tender agent pursuant to this Indenture and any successor tender agent at the time serving as such hereunder.

"Trust Esfafe" means the property conveyed to the Trustee pursuant to the Granting Clauses of this Indenture.

"Trusfee" means Seaway Bank and Trust Company, Chicago, Illinois, a national banking association and its successors and any corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party and any successor trustee at the time serving as successor trustee hereunder.

"Undenwriter" means, collectively, Merrill Lynch, Pierce, Fenner & Smith Incorporated, Chicago, Illinois, and Gardner Rich, LLC, Chicago, Illinois, the initial purchasers of the Bonds.

"Unsurrendered Bonds" means Bonds (or portions thereof in authorized denominations) which are not tendered as required under the provisions of Section 4.1 and Section 4.2 hereof, but for which there has been irrevocably deposited in the Bond Purchase Fund an amount sufficient to pay the purchase price thereof and of all other Bonds tendered or deemed to be tendered for purchase on the applicable Mandatory Tender Date, as defined in Section 4.2 hereof.

"Variable Rate" means the interest rate on the Bonds from time to time in effect during the Variable Rate Period, as established in Section 2.2 hereof.

"Variable Rate Interest Payment Date" has the meaning set forth in Section 2.2 hereof.

"Variable Rate Period" means the period from the date of the initial delivery of the Bonds to the eariier of the Conversion Date or the maturity date of the Bonds.

ARTICLE II

THE BONDS

Section 2.1. Authorized Amount of Bonds/Authentication and Delivery of Bonds. The total principal amount of Bonds that may be issued is hereby expressly limited to $_____ except as provided in Sections 2.7, 2.8, 3.2, 4.1 and 4.2 hereof.

The Trustee, forthwith upon execution and delivery of this Indenture or thereafter, from time to time, upon execution and delivery to the Trustee by the City of the Bonds, and without any further action on the part of the City, shall authenticate the Bonds in an aggregate principal amount not to exceed $_____, and shall deliver the Bonds upon the request of the City.

Section 2.2. Issuance of Bonds; Disposition of Proceeds. The Bonds shall be designated "City of Chicago, Multi-Family Housing Revenue Bonds (Hazel Winthrop Apartments) Series 2011B," and shall be in the aggregate principal amount of $_____. No Bonds may be issued under the provisions of this Indenture except in accordance with this Article II. Except as provided in Section 3.2 hereof, the Bonds shall be issuable only as fully registered Bonds without coupons in denominations of $100,000 and any integral multiple of $5,000 in excess thereof during the Variable Rate Period, and in denominations of $5,000 and any integral multiple thereof during the Fixed Rate Period. Unless the City shall otherwise direct, the Bonds shall be numbered separately from R-1 upward.

All Bonds shall be dated the date of initial issuance and delivery thereof by the City, and shall mature on _____ (subject to prior redemption as hereinafter provided in Article III). Bonds shall also bear the date of their respective authentication as specified in Section 2.4 hereof. Interest on the Bonds shall be payable during the Variable Rate Period on _____, 2011, the first Business Day of each calendar month and on the Conversion Date (each a

"Variable Rate Interest Payment Date"), until the earlier of the Conversion Date or the maturity date of the Bonds; and during the Fixed Rate Period on the first day of the _____ or _____ immediately following the Closing Date or the Conversion Date, as the case may be, and on the first day of each _____ and _____ thereafter (each a "Fixed Rate Interest Payment Date"), until paid.

[The Bonds shall bear interest from the Closing Date to the Maturity Date at the Fixed Rate of ____% per annum. Accordingly, notwithstanding any other provision of this Indenture, all provisions of this Indenture relating to the Variable Rate, the Cap Rate, the Variable Rate Period, the optional and/or mandatory tender of Bonds, the Remarketing Agent, the Remarketing Agreement, the Tender Agent, and the Bond Purchase Fund shall be of no force and effect.]

OR

The Bonds shall bear interest at the rate that is in effect from time to time in accordance with the provisions hereinafter set forth (calculated during the Variable Rate Period on the basis of a calendar year consisting of 365 or 366 days, as the case may be, and calculated on the actual number of days elapsed, and calculated during the Fixed Rate Period on the basis of a calendar year of 360 days consisting of twelve 30-day months). Interest shall accrue on overdue payments of principal, premium, if any, and interest as provided in the form of Bond. The Bonds shall bear interest at the Variable Rate during the Variable Rate Period from the Variable Rate Interest Payment Date to which interest on the Bonds has been paid or duly provided for immediately preceding the date of authentication thereof, unless (a) such date of authentication shall be dated on or prior to the Record Date for the first Variable Rate Interest Payment Date, in which case the Bonds shall bear interest from the date of the initial delivery of the Bonds, or (b) such date of authentication shall be after a Record Date and prior to a Variable Rate Interest Payment Date to which interest on the Bonds has been paid or duly provided for, in which case the Bonds shall bear interest from such Variable Rate Interest Payment Date; and shall bear interest at the Fixed Rate during the Fixed Rate Period from the Fixed Rate Interest Payment Date to which interest on the Bonds has been paid or duly provided for immediately preceding the date of authentication thereof, unless (a) such date of authentication shall be on or prior to the Record Date for the first Fixed Rate Interest Payment Date immediately following the Conversion Date, in which case the Bonds shall bear interest from the Conversion Date, or (b) such date shall be a Fixed Rate Interest Payment Date to which interest on the Bonds has been paid or duly provided for, in which case the Bonds shall bear interest from such Fixed Rate Interest Payment Date.

During the Variable Rate Period, the Bonds shall bear interest from the date of the initial delivery of the Bonds or the Thursday of a week, as the case may be, to and including the Wednesday of the next week at the Variable Rate for such interest rate period (an "Interest Rate Period") as follows: (i) during the initial Interest Rate Period, as measured from the date of the initial delivery of the Bonds to and including the Wednesday of the immediately following week, at a rate of ___ percent, and (ii) during each Interest Rate Period thereafter, at a rate equal to the lesser of (a) the Cap Rate, or (b) the interest rate established by the Remarketing Agent in the following manner: on the Wednesday of each week succeeding the initial delivery date (or the immediately preceding Business Day if any such Wednesday is not a Business Day), the Remarketing Agent shall determine the interest rate that would result in the market value of the Bonds on the effective date of such interest rate being 100 percent of the principal amount thereof, and on such date shall give notice of the interest rate so determined by facsimile or electronic transmission to the Trustee, the Paying Agent, the Borrower and the Bank, and the

interest rate so determined (if not greater than the Cap Rate) shall be the interest rate on the Bonds for the immediately following Interest Rate Period; provided that if for any reason the interest rate on the Bonds for any such Interest Rate Period is not or cannot be established in the foregoing manner, the Variable Rate for such Interest Period shall be equal to the SIFMA Index. As used herein, "SIFMA Index" means _____. The Trustee shall confirm the interest rate on the Bonds from time to time in effect by telephone (confirmed in writing if requested). The determination of the Variable Rate shall be conclusive and binding on the City, the Borrower, the Trustee, the Tender Agent, the Paying Agent, the Remarketing Agent, the Bank and the Registered Owners from time to time of the Bonds.

If the Bonds commence bearing interest on the Closing Date at a Variable Rate, notwithstanding the above, the Bonds shall bear interest at the Fixed Rate for the Fixed Rate Period equal to the lesser of (a) the Cap Rate, or (b) the interest rate established by the Remarketing Agent in the following manner: in order to establish the Fixed Rate, the City, the Trustee, the Remarketing Agent and the Tender Agent shall have received written notice from the Borrower of the exercise of its option to convert the interest rate borne by the Bonds to the Fixed Rate at least 45 days prior to the Proposed Conversion Date, together with the written consent of the Bank. On or before the Business Day next preceding the Proposed Conversion Date, the Remarketing Agent shall determine the interest rate that would result in the market value of the Bonds on the Proposed Conversion Date being 100 percent of the principal amount thereof, and on such date shall give notice by electronic transmission or facsimile, of the interest rate so determined to the City, the Trustee, the Borrower, the Tender Agent and the Bank, and the interest rate so determined shall be the Fixed Rate from and after the Conversion Date. Notwithstanding the foregoing, such Fixed Rate shall not take effect if there shall not have been supplied to the City, the Trustee, the Borrower, the Remarketing Agent, the Tender Agent and the Bank at or prior to 10:00 A.M., New York time, on the Proposed Conversion Date an opinion of Bond Counsel stating that such conversion to the Fixed Rate is lawful under applicable law and permitted by the Indenture and that such conversion to the Fixed Rate will not have an adverse effect on the exclusion of the interest on the Bonds from the gross income of the Registered Owners thereof for purposes of federal income taxation. If all conditions to the establishment of the Fixed Rate are not met, the Bonds shall bear interest at the Variable Rate for the remaining portion of the current Interest Rate Period at the Variable Rate then in effect, or for an Interest Rate Period at the Variable Rate in effect for the immediately preceding Interest Rate Period and will continue to remain outstanding in accordance with the terms of this Indenture as if no such election had been made by the Borrower to convert the interest rate borne by the Bonds to the Fixed Rate. The determination of the Fixed Rate shall be conclusive and binding on the City, the Borrower, the Trustee, the Remarketing Agent, the Tender Agent, the Bank and the owners from time to time of all the Bonds.

The Bond Registrar shall stamp a legend on the face of each Bond authenticated on or after the Conversion Date in substantially the following form:

"This Bond bears interest at the Fixed Rate, as defined in this Bond, which is ____% per annum, from and after _____."]

The Bonds shall be subject to redemption prior to maturity as set forth in Article III hereof, and shall be subject to tender for purchase as set forth in Article IV hereof.

The proceeds derived from the issuance of the Bonds shall be applied as provided in Section 2.10 hereof.

Section 2.3. Execution; Limited Obligation. The Bonds shall be executed on behalf of the City with the manual or electronic transmission signature of its Mayor and shall have impressed or imprinted thereon the official seal of the City or a electronic transmission thereof and shall be attested by the manual or electronic transmission signature of its City Clerk or Deputy City Clerk. All authorized electronic transmission signatures shall have the same force and effect as if manually signed. If any official whose signature or a electronic transmission of whose signature shall appear on the Bonds shall cease to be such official before the authentication or delivery of such Bonds, such signature or such electronic transmission shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery. The Bonds may be signed on behalf of the City by such persons who, at the time of the execution of such Bonds, are duly authorized or hold the appropriate office of the City, although on the date of the Bonds such persons were not so authorized or did not hold such offices.

The Bonds, together with premium, if any, and interest thereon, are special, limited obligations of the City, payable solely from the Revenues and are a valid claim of the owners from time to time thereof only against the Bond Fund and other moneys held by the Trustee and the Tender Agent and pledged to the payment of the Bonds, and the Revenues, which Revenues shall be used for no other purpose than to pay the principal installments of, premium, if any, and interest on the Bonds, except as may be otherwise expressly authorized in this Indenture or the Agreement. The Bonds are not an indebtedness of the City or a charge against its general credit or the general credit taxing powers of the State, the City, or any other political subdivision thereof, and shall never give rise to any pecuniary liability of the City, and neither the City, the State nor any other political subdivision thereof shall be liable for the payments of principal of and, premium, if any, and interest on the Bonds, and the Bonds are payable from no other source, but are special, limited obligations of the City, payable solely out of the Revenues and receipts of the City derived pursuant to the Agreement. No owner of the Bonds has the right to compel any exercise of the taxing power of the State, the City or any other political subdivision thereof to pay the Bonds or the interest or premium, if any, thereon.

No recourse shall be had for the payment of the principal of, premium, if any, or the interest on the Bonds or for any claim based thereon or any obligation, covenant or agreement in this Indenture against any official of the City, or any official, officer, agent, employee or independent contractor of the City or any person executing the Bonds. No covenant, stipulation, promise, agreement or obligation contained in the Bonds, this Indenture or any other document executed in connection herewith shall be deemed to be the covenant, stipulation, promise, agreement or obligation of any present or future official, officer, agent or employee of the City in his or her individual capacity and neither any official of the City nor any officers executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

Section 2.4. Authentication. No Bond is valid or obligatory for any purpose or entitled to any security or benefit under this Indenture unless and until a certificate of authentication on such Bond substantially in the form hereinabove set forth has been duly executed by the Authenticating Agent, and such executed certificate of the Authenticating Agent upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture and that the Bondholder thereof is entitled to the benefit of the trust hereby created.

Section 2.5. Form and Place of Payment of Bonds. The Bonds issued under this Indenture shall be substantially in the form hereinabove set forth with such variations, omissions and insertions as are permitted or required by this Indenture.

The principal of and premium, if any, and interest on the Bonds is payable in lawful money of the United States of America only at the principal corporate trust office of the Paying Agent. Payment of interest on any Bond due on any regularly scheduled Interest Payment Date shall be made to the Registered Owner thereof. Payments of interest on any Bond shall be made by check or draft of the Paying Agent mailed on the applicable Interest Payment Date to the Registered Owner thereof as of the Record Date preceding such Interest Payment Date at the address of such Registered Owner as it appears on the registration books of the City maintained by the Bond Registrar or at such other address as is furnished to the Paying Agent in writing by such Registered Owner no later than the close of business on such Record Date; provided that on or prior to the Conversion Date, payments of interest on any Bond may be made by wire transfer in immediately available funds to the Registered Owner of such Bond if such Registered Owner is the Registered Owner of at least $1,000,000 in aggregate principal amount of the Bonds as of the close of business on the Record Date immediately preceding the applicable Interest Payment Date and such Registered Owner gives written notice to the Paying Agent on or before the second Business Day immediately preceding such Record Date, directing the Paying Agent to make such payments of interest by wire transfer and identifying the location and number of the account to which such payments should be wired. The Trustee shall transfer to the Paying Agent, from moneys on deposit in the Bond Fund, on or before a scheduled payment date, amounts sufficient to make such payments to the Registered Owner in immediately available funds.

Section 2.6. Delivery of Bonds. Upon the execution and delivery of this Indenture, the City shall execute and deliver to the Trustee and the Trustee shall authenticate the Bonds and deliver them to the purchaser or purchasers thereof as directed by the City as hereinafter in this Section 2.6 provided.

Prior to the delivery of any of the Bonds there shall be filed with the Trustee (and the Trustee shall notify the Authenticating Agent of such filing):

1. A copy, duly certified by an authorized officer of the City, of the Bond Ordinance.

2. The Note, the Letter of Credit and original executed counterparts of this Indenture, the Agreement, the Reimbursement Agreement, the Bond Purchase Agreement and the Remarketing Agreement.

3. A written request and authorization to the Authenticating Agent by the City and signed by an authorized officer of the City to authenticate and deliver the Bonds to the purchaser or purchasers therein identified upon payment to the Trustee, but for the account of the City, of a sum specified in such written request and authorization representing the principal proceeds of the Bonds, plus a sum specified in such request and authorization representing accrued interest, if any, thereon to the date of delivery.

4. Evidence of recordation of the Land Use Restriction Agreement.

Section 2.7. Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond is mutilated, lost, stolen or destroyed, the City may execute and the Authenticating Agent may authenticate a new

Bond of like denomination as that mutilated, lost, stolen or destroyed, bearing a number not contemporaneously then outstanding; provided that in the case of any mutilated bond, such mutilated Bond shall first be surrendered to the Bond Registrar, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the City, the Trustee, the Bond Registrar and the Borrower evidence of such loss, theft or destruction satisfactory to the City, the Trustee, the Bond Registrar and the Borrower, together with an indemnity satisfactory to each of them. If any such Bond shall have matured or is to mature within 15 days after the request for a new Bond, instead of issuing a duplicate Bond, the City may pay the same on the appropriate date. As a prerequisite to the delivery of such Bonds, the City and the Authenticating Agent may charge the owner of such Bond with their reasonable fees and expenses in this connection.

Section 2.8. Registration, Transfer and *Exchange of* Bonds.

(a) The Trustee, as Bond Registrar, shall fully register, on the registration books of the City to be maintained by the Trustee, each of the Bonds issued hereunder in the name of the owner. The registration books shall be kept for that purpose at the principal corporate trust office of the Trustee. No transfer of a Bond shall at any time be valid unless it is made in the registration books at the written request of the Registered Owner or his legal representative. A Bond is transferable by the Registered Owner or his duly authorized attorney at the principal corporate trust office of the Trustee, upon surrender of the Bond, accompanied by a duly executed instrument of transfer in form and with guaranty of signature satisfactory to the Trustee, subject to such reasonable regulations as the City or the Trustee may prescribe, and upon payment of any taxes or other governmental charges incident to such transfer. Upon any such transfer a new fully registered Bond or Bonds of the same maturity and in the same aggregate principal amount will be issued to the transferee.

(b) The City and the Trustee shall not be required to (i) issue or register the transfer of or exchange any Bonds to be considered for redemption during the period beginning on the 10th day next preceding any date of selection of Bonds to be redeemed and ending at the close of business on the day of mailing of the notice of redemption or (ii) register the transfer of or exchange any portion of any Bonds selected for redemption until after the redemption date.

(c) Upon payment of any required tax, fee or other governmental charge and subject to the conditions provided in this Indenture, Bonds, upon the surrender thereof at the principal corporate trust office of the Trustee with a written instrument of transfer, in form and with guaranty of signature satisfactory to the Trustee, duly executed by the Registered Owner thereof, may be exchanged for an equal aggregate principal amount of registered Bonds of the same maturity and interest rate of any other authorized denomination.

(d) The City and the Trustee may deem and treat the person in whose name the Bond shall be registered at any particular point in time (whether such time is a Record Date or otherwise) as the absolute owner thereof for all purposes, whether such Bond shall be overdue or not, and payment of or on account of the principal of or interest on any such Bond shall be made only to or upon the order of the Registered Owner thereof (at such point in time as provided herein) or his legal representative, but such registration may be changed, as herein provided. All such payments made by the Trustee pursuant to this Indenture shall be valid and effectual to satisfy and discharge the liability of the City upon any such Bond, to the extent of the sum or sums so paid, and neither the City nor the Trustee shall be affected by any notice to the contrary.

Section 2.9. Cancellation of Bonds; Reductions of Letter of Credit. Whenever any outstanding Bond shall be delivered to the Trustee or the Bond Registrar for cancellation pursuant to this Indenture, upon payment of the principal amount represented thereby, or for replacement pursuant to Section 2.7 hereof, or upon exchange or transfer pursuant to Section 2.8 hereof, or upon partial redemption pursuant to Section 3.2 hereof, or upon tender for purchase pursuant to Section 4.1 or Section 4.2 hereof, such Bond shall be delivered by the Trustee or the Tender Agent to the Bond Registrar, shall be promptly canceled and destroyed by the Bond Registrar and counterparts of a certificate evidencing such cancellation and destruction shall be furnished by the Bond Registrar to the Trustee, the Tender Agent, the City and the Borrower. If the Bonds (other than Bonds held by the Tender Agent pursuant to Section 6.9 hereof) are redeemed prior to maturity in part pursuant to Article III hereof and delivered by the Borrower to the Trustee for cancellation pursuant to this Section 2.9 in the aggregate principal amount of $100,000 or more, the Trustee may reduce the amount of the Letter of Credit in accordance with its terms in an amount equal to the principal amount of such Bonds plus interest on such principal amount for the number of days of interest coverage then specified in the Letter of Credit at the Cap Rate.

Section 2.10. Application of Bond Proceeds. The proceeds of the Bonds shall be deposited with the Trustee, as follows:

(a) Accrued interest, if any, shall be deposited in the Principal and Interest Account of the Bond Fund;

(b) $_____ shall be deposited in the Acquisition and Construction Fund

Section 2.11. Book Entry System. Initially, it is intended that the Bonds be registered so as to participate in a securities depository system with DTC (the "DTC System"), as set forth herein. The Bonds shall be initially issued in the form of a single fully registered Bond. Upon initial issuance, the ownership of such Bond shall be registered in the name of Cede & Co., as nominee of DTC. The City and the Trustee are authorized to execute and deliver such letters to or agreements with DTC as shall be necessary to effectuate the DTC System, including the Representation Letter. In the event of any conflict between the terms of the Representation Letter and the terms of this Indenture, the terms of this Indenture shall control. DTC may exercise the rights of an owner only in accordance with the terms hereof applicable to the exercise of such rights.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City, the Trustee and the Borrower shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a "DTC Participant") or to any person on behalf of whom such a DTC Participant directly or indirectly holds an interest in the Bonds (each such person being herein referred to as an "Indirect Participant"). Without limiting the immediately preceding sentence, the City, the Trustee and the Borrower shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any Indirect Participant or any other person, other than an owner, as shown in the registration books of the City, of any notice with respect to the Bonds, including any notice of redemption, (iii) the payment to any DTC Participant or Indirect Participant or any other person, other than an owner, as shown in the registration books of the City, of any amount with respect to principal of, premium, if any, or interest on, the Bonds or the purchase price with respect to any Bonds

tendered for purchase or (iv) any consent given by DTC as owner. So long as certificates for the Bonds are not issued pursuant to Section 2.12, the City, the Borrower and the Trustee may treat DTC or any successor Depository as, and deem DTC or any successor Depository to be, the absolute owner of the Bonds for all purposes whatsoever, including without limitation (i) the payment of principal and interest on the Bonds and the purchase price with respect to any Bonds tendered for purchase, (ii) giving notice of redemption and other matters with respect to the Bonds, (iii) registering transfers with respect to the Bonds and (iv) the selection of Bonds for redemption. While in the DTC System, no person other than Cede & Co., or any successor thereto, as nominee for DTC, shall receive a Bond certificate with respect to any Bond. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks or drafts being mailed to the owner at the close of business on the Record Date applicable to any Interest Payment Date, the name "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

So long as Cede & Co. is the registered owner of the Bonds, optional tender notices hereunder shall be given by the Beneficial Owner of such Bonds exercising ownership rights through DTC Participants pursuant to DTC's operating procedures as in effect from time to time.

Section 2.12. Successor Securities Depository; Transfers Outside Book Entry System. If (a) the City or the Borrower determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (b) the Representation Letter shall be terminated for any reason or (c) the City or the Borrower determines that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the City shall notify DTC of the availability through DTC of Bond certificates and the Bonds shall no longer be restricted to being registered in the registration books of the City in the name of Cede & Co., as nominee of DTC. At that time, the City may determine that the Bonds shall be registered in the name of and deposited with a successor Depository operating a securities depository system, as may be acceptable to the City, or such Depository's agent or designee, or if the City does not select such an alternate securities depository system then the Bonds may be registered in whatever name or hames owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions hereof.

Section 2.13. Payments and Notices to Cede &Co. Notwithstanding any other provision of this Indenture to the contrary, so long as any of the Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

ARTICLE III

REDEMPTION OF BONDS BEFORE MATURITY

Section 3.1. Certain Redemption Dates and Prices.

(a) (1) *Optional Redemption during Variable Rate Period.* While the Bonds bear interest at a Variable Rate, the Bonds are subject to redemption prior to maturity at the option of the Borrower pursuant to Section 7.2 of the Agreement from funds derived pursuant to Section 6.4 hereof, as a whole or in part (and, if in part, by lot in such manner as may be designated by the Trustee, provided that Bonds held by or on behalf of the Tender Agent for the account of the Borrower resulting from a draw upon the Letter of Credit shall be first selected for redemption

until all such Bonds have been redeemed which may be selected for redemption) on any date, at a redemption price of _____ percent of the principal amount thereof to be redeemed plus accrued interest to the date fixed for redemption.

After the Conversion Date, the Bonds also are subject to redemption prior to maturity at the option of the Borrower pursuant to and in accordance with Sections 7.2 and 7.3 of the Agreement from funds derived pursuant to Section 6.4 hereof, as a whole on any date, or in part on any Interest Payment Date (and, if in part, by lot in such manner as may be designated by the Trustee, provided that Bonds held by or on behalf of the Tender Agent for the account of the Borrower resulting from a draw upon the Letter of Credit shall be first selected for redemption until all such Bonds have been redeemed which may be selected for redemption), at the redemption price of par.

(a) (2) *Optional Redemption during Fixed Rate Period Commencing on Closing Date.* If the Bonds commence bearing interest at a Fixed Rate on the Closing Date, then the Bonds shall be subject to redemption prior to maturity at the option of the Borrower pursuant to Section 7.2 of the Agreement from funds derived pursuant to Section 6.4 hereof, as a whole or in part (and, if in part, by lot in such manner as may be designated by the Trustee, provided that Bonds held by or on behalf of the Tender Agent for the account of the Borrower resulting from a draw upon the Letter of Credit shall be first selected for redemption until all such Bonds have been redeemed which may be selected for redemption) on any date, at a redemption price of 100 percent of the principal amount thereof to be redeemed plus accrued interest to the date fixed for redemption.

(b) *Exfraordinary Optional Redemption.* While the Bonds bear interest at a Fixed Rate, at the option of the Borrower, the Bonds are subject to redemption as a whole prior to maturity on any date at a redemption price of 100 percent of the principal amount to be redeemed plus accrued interest to the date fixed for redemption, within 360 days after the occurrence of any one of the following events:

(i) the Project Facilities shall have been damaged or destroyed to such an extent that, in the opinion of the Borrower, (x) the required restoration and repair could not reasonably be expected to be completed within a period of six months after commencement of restoration or repair, (y) the Borrower is prevented or would likely be prevented from using the Project Facilities for normal purposes for a period of six months or more, or (z) the cost of restoration and repair would exceed 25 percent of the original cost of acquiring, constructing and equipping the Project Facilities; or

(ii) title to the whole or any part of the Project Facilities or the use or possession thereof shall have been taken or condemned by a competent authority to such an extent that, in the opinion of the Borrower, the Borrower is prevented from using the Project Facilities for normal purposes for a period of six months or more.

(c) *Mandatory Redemption Upon Determination of Taxability.* The Bonds are subject to mandatory redemption prior to maturity by the City from a draw upon the Letter of Credit (or funds derived from the prepayment of the Note by the Borrower pursuant to Section 7.1 of the Agreement during the Fixed Rate Period), as a whole and not in part, on any date within 60 days of the occurrence of a Determination of Taxability, at a redemption price of 100 percent of the principal amount to be redeemed (or 103 percent of the principal amount thereof to be redeemed during the Fixed Rate Period) plus accrued interest to the date fixed for redemption.

(d) [*Mandafory Redemption of* Bonds *Upon Terminafion of* Agreemenf *by City Under Section* ___ *of Agreement*. The Bonds will be redeemed in whole on any day within 30 days after the Borrower and the Trustee receive written notice from the City of a termination of the Agreement and the Bonds pursuant to Section ____ of the Agreement. Such redemption shall be at a redemption price equal to the principal amount of the Bonds plus accrued interest to the redemption date plus a premium equal to any optional redemption premium which would be payable if the Bonds were optionally redeemed on such date in accordance with the provisions under "Optional Redemption" in Section 3.1(a) above.]

(e) *Direction to Trustee to Call for* Redemption. The City hereby directs the Trustee to, and the Trustee shall, direct the Bond Registrar to call Bonds for redemption when it shall have been notified in writing by the Borrower, pursuant to Section 7.3 of the Agreement and shall direct the Bond Registrar to mail a copy of the notice of redemption to the Bank, the Borrower, the Paying Agent and the Remarketing Agent at the same time as the Bond Registrar mails such notice of redemption to the owners of the Bonds that have been called for redemption pursuant to Section 3.3 hereof; provided that so long as the Letter of Credit is in effect, the Trustee shall not direct the Bond Registrar to give notice of any redemption pursuant to Section 3.1(a) hereof unless the Bank has consented in writing to such redemption.

Section 3.2. *Partial* Redemption *of* Bonds. In the case of a partial redemption of Bonds prior to maturity by lot when Bonds of denominations greater than $100,000 during the Variable Rate Period or greater than $5,000 during the Fixed Rate Period are then outstanding, then for all purposes in connection with such redemption, each $5,000 ef face value of principal amount shall be treated as though it were a separate Bond in the denomination of $5,000, as the case may be. If it is determined that one or more, but not all of the $5,000 units of face value represented by any Bond is to be called for redemption, then upon notice of redemption of such $5,000 unit or units, the owner of such Bond shall forthwith surrender such Bond to the Paying Agent (1) for payment of the redemption price (including the premium, if any, and interest, if any, to the date fixed for redemption) of the $5,000 unit or units of face value called for redemption, and (2) for exchange, without charge to the owner thereof; for a new Bond or Bonds of the aggregate principal amount of the unredeemed balance of the principal amount of such Bond. If the owner of any such Bond of a denomination greater than $5,000 of principal amount shall fail to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the date fixed for redemption to the extent of the $5,000 unit or units of face value called for redemption (and to that extent only); interest shall cease to accrue on the portion of the principal amount of such Bond represented by such $5,000 unit or units of face value on and after the date fixed for redemption and (funds sufficient for the payment of the redemption price having been deposited with the Paying Agent, and being available for the redemption of said unit or units on the date fixed for redemption) such Bond shall not be entitled to the benefit or security of this Indenture to the extent of the portion of its principal amount (and accrued interest thereon to the date fixed for redemption) represented by such $5,000 unit or units of face value nor shall new Bonds be thereafter issued corresponding to said unit or units. Bonds shall be redeemed only in authorized denominations. During any period in which this Indenture requires minimum denominations of $100,000, the Trustee shall not select portions of Bonds for redemption, such that the outstanding principal amount of any Bond is less than $100,000 after giving effect to such call for redemption.

Section 3.3. *Notice of* Redemption. (a) Such notice of the call for any redemption shall be given by the Trustee, at the direction of the Borrower or the City (which direction shall be in writing), by directing the Bond Registrar to mail a copy of the redemption notice by first

class mail, postage prepaid, at least 30 but not more than 60 days prior to the date fixed for redemption to the Registered Owner of each Bond to be redeemed as a whole or in part at the address shown on the registration books of the City maintained by the Bond Registrar; provided that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Bond, or portion thereof with respect to which no such failure or defect has occurred.

All notices of redemption shall state:

(1) the redemption date;

(2) the redemption price;

(3) the identification, including complete designation and issue date of the series of Bonds of which such Bonds are a part and the CUSIP number (and in the case of partial redemption, the respective principal amounts), interest rates and maturity dates of the Bonds to be redeemed;

(4) that on the date fixed for redemption the redemption price will become due and payable upon each such Bond, and that interest thereon shall cease to accrue from and after said date;

(5) the name and address of the Trustee and any Paying Agent for such Bonds, including the name and telephone number of a contact person and the place where such Bonds are to be surrendered for payment of the redemption price; and

(6) such other information as the Trustee deems advisable.

(b) In addition to the redemption notice required by the Section 3.3(a) hereof, further notice (the "*Additional Redemption Notice*") shall be given by the Trustee as set forth below, but no defect in the Additional Redemption Notice, nor any failure to give all or any portion of the Additional Redemption Notice, shall in any manner affect the effectiveness of a call for redemption if notice thereof is given as prescribed in Section 3.3(a) of this indenture.

Each Additional Redemption Notice given hereunder shall contain the information required by Section 3.3(a) hereof, plus (i) the date such notice has been or will be mailed pursuant to this subsection (b); (ii) the date of issuance of the Bonds being redeemed, as originally issued; (iii) the maturity date of each Bond (or portion thereof) to be redeemed prior to maturity; and (iv) any other descriptive information needed to identify accurately the Bonds being redeemed prior to maturity.

Each Additional Redemption Notice shall be sent at least 30 days before the date fixed for redemption by legible electronic transmission, registered or certified mail (postage prepaid) or overnight delivery service to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds, and to at least two national information services that disseminate notices of redemption of obligations such as the Bonds.

Section 3.4. Redemption Payments. On or prior to the date fixed for redemption, funds immediately available hereunder at the principal corporate trust office of the Trustee on such redemption date shall be deposited in the Bond Fund and transferred to the Paying Agent

to pay, and the Paying Agent is hereby authorized and directed to apply such funds in the Bond Fund to the payment of, the Bonds or portions thereof called for redemption, together with accrued interesf, if any, thereon to the date ftxed for redemption and any required premium. Upon the giving of notice and the deposit of funds for redemption, interest on the Bonds or portions thereof thus called shall no longer accrue from and after the date fixed for redemption, and such Bonds shall no longer be entitled to the benefit or security of this Indenture.

Section 3.5. *Cancellation.* All Bonds which have been redeemed shall not be reissued but shall be canceled and disposed of by the Trustee or Bond Registrar in accordance with Section 2.9 hereof.

ARTICLE IV

TENDERS FOR PURCHASE AND REMARKETING OF BONDS

Section 4.1. *Purchase of Bonds at Option of Holder.* The owner of any Bond shall have the right to tender such Bond to the Tender Agent for purchase in whole or in part (in any authorized denomination, provided that after such tender such remaining portion shall also be in an authorized denomination) on any Business Day during the Variable Rate Period, but not thereafter, at a purchase price equal to 100 percent of the principal amount of Bonds tendered plus accrued interest to the specified purchase date. In order to exercise such option with respect to any Bond or portion thereof, the owner thereof must give to the Tender Agent at its designated corporate trust office by the opening of business at such office on a Business Day at least seven days immediately preceding the proposed purchase date, written notice or notice by telephone, confirmed by written notice of tender to the Tender Agent on a Business Day not more than two Business Days after such telephonic notice, of.fender to the Tender Agent (which written notice of fender shall in either case be in the form provided in this Indenture or shall be in such other form acceptable to the Tender Agent). Upon the delivery of such written notice of tender, such election to tender shall be irrevocable and binding upon the owner thereof. At or before 10:00 A.M., New York time, on the specified purchase date, the owner of each Bond as to which such written notice of tender shall have been given shall deliver each Bond to be purchased as a whole or in part and an instrument of assignment or transfer duly executed in blank (which instrument of assignment or transfer shall be in the form provided on such Bond or in such other forms acceptable to the Tender Agent), to the Tender Agent at its designated corporate trust office, and any Bond which is not so tendered, but for which there has been irrevocably deposited in the Bond Purchase Fund Available Moneys sufficient to pay the purchase price thereof and all other Bonds tendered or deemed tendered for purchase on such specified purchase date, shall be deemed to have been tendered by the owner thereof and purchased from such owner on the specified purchase date. The Tender Agent shall, in its sole discretion, determine whether, with respect to any Bond, the owner thereof shall have properiy exercised the option to have its Bond purchased as a whole or in part.

If any such notice of tender for purchase shall have been given to the Tender Agent pursuant to this Section 4.1, the Tender Agent shall immediately give telephonic notice, promptly confirmed by a written notice, to the Remarketing Agent, the Bank, the Trustee and the Borrower on the same date that the Tender Agent receives notice of the tender for purchase, if possible, or on the immediately following Business Day, specifying the principal amount of Bonds as to which notice of tender for purchase has been given and the proposed date of purchase. On the specified purchase date, the Tender Agent shall purchase, or cause to be purchased, all Bonds as to which written notices of tender for purchase have been received at a purchase price equal to the principal amount thereof plus accrued interest, if any, thereon.

Funds for payment of the purchase price of such Bonds shall be withdrawn by the Tender Agent from the Bond Purchase Fund as provided in Section 6.9 of this Indenture.

If there has been irrevocably deposited in the Bond Purchase Fund Available Moneys sufficient to pay the purchase price of all Bonds tendered or deemed to be tendered for purchase on such specified purchase date, the owner of any Unsurrendered Bond shall not be entitled to receive interest on such Unsurrendered Bond on and after the specified purchase date, and all such Unsurrendered Bonds shall be deemed to have been tendered for purchase and purchased pursuant to this Section 4.1 on such specified purchase date. The Bond Registrar, at the direction of the Tender Agent, shall issue a new Bond or Bonds in the same aggregate principal amount for any Unsurrendered Bonds which are not tendered for purchase on any specified purchase date and, upon receipt of any such Unsurrendered Bonds from the owner thereof, shall pay the purchase price of such Unsurrendered Bonds to the owners thereof and cancel such Unsurrendered Bonds as provided in Section 2.9 of this Indenture.

When the Bonds are held under a Book-Entry System pursuant to Section 2.11, Beneficial Owners shall have the right to require a purchase of Bonds as provided in Section 2.11.

Section 4.2. Mandatory Tender of Bonds. Subject to the provisions below, on or prior to the Conversion Date the owner of each Bond is required to tender such Bond to the Tender Agent for purchase on (i) a Proposed Conversion Date, (ii) a Letter of Credit Substitution Date or (iii) a Letter of Credit Termination Date (each a *"Mandatory Tender Date"*), all as more fully provided in this Section 4.2.

Notice of a mandatory tender shall be prepared by the Trustee and given by the Bond Registrar by first class mail, postage prepaid, to the owners of all Bonds at their addresses appearing on the registration books of the City maintained by the Bond Registrar, not less than 30 nor more than 35 days prior to a Mandatory Tender Date. Such notice of mandatory tender shall specify the Mandatory Tender Date and (a) shall state that the Mandatory Tender Date is a Proposed Conversion Date or a Letter of Credit Substitution Date or a Letter of Credit Termination Date, as the case may be, and that all Bonds shall be tendered by the owner or Beneficial Owner thereof for purchase at or before 10:00 A.M., New York time, on such Mandatory Tender Date (or, if the Mandatory Tender Date is not a Business Day, on the immediately following Business Day) to the Tender Agent at its designated corporate trust office, together with an instrument of assignment or transfer duly executed in blank (which instrument of assignment or transfer shall be in the form provided on the Bonds or such other form acceptable to the Tender Agent), and shall be purchased on the Mandatory Tender Date (or, if the Mandatory Tender Date is not a Business Day, on the immediately following Business Day) at a purchase price equal to the principal amount thereof and accrued interest, if any, thereon, and any such Bond which is not so tendered but for which there has been irrevocably deposited in the Bond Purchase Fund Available Moneys sufficient to pay the purchase price thereof and of all other Bonds so tendered and deemed to be tendered for purchase on the Mandatory Tender Date, shall be deemed to have been tendered for purchase by fhe owner thereof and purchased from such owner on the Mandatory Tender Date.

All Bonds shall be tendered by the owner thereof to the Tender Agent for purchase at or before 10:00 A.M., New York time on the Mandatory Tender Date (or, if the Mandatory Tender Date is not a Business Day, on the immediately following Business Day), by delivering such Bonds to the Tender Agent at its designated corporate trust office, together with an instrument of assignment or transfer duly executed in blank (which instrument of assignment or transfer

shall be in the form provided on the Bonds or such other form acceptable to the Tender Agent). On the Mandatory Tender Date, the Tender Agent shall purchase, or cause to be purchased, all Bonds at a purchase price equal to the principal amount thereof and accrued interest, if any, thereon. Funds for payment of the purchase price of such Bonds shall be drawn by the Tender Agent from the Bond Purchase Fund as provided in Section 6.9 of this Indenture.

If there has been irrevocably deposited in the Bond Purchase Fund Available Moneys sufficient to pay the purchase price of all Bonds tendered or deemed tendered for purchase on the Mandatory Tender Date, the owner of any Unsurrendered Bond shall not be entitled to receive interest on such Unsurrendered Bond on and after the relevant Mandatory Tender Date, and all such Unsurrendered Bonds shall be deemed to have been tendered for purchase and purchased pursuant to this Section 4.2 on such Mandatory Tender Date. The Tender Agent shall issue a new Bond or Bonds in the same aggregate principal amount for any Unsurrendered Bonds which are not tendered for purchase on any Mandatory Tender Date and, upon receipt of any such Unsurrendered Bonds from the owners thereof, shall pay the purchase price of such Unsurrendered Bonds to the owners thereof and cancel such Unsurrendered Bonds as provided in Section 2.9 of this Indenture.

Section 4.3. Procedures for Purchase of Bonds. Unless otherwise directed by the Borrower not to do so, the Remarketing Agent will use its best efforts to remarket all Bonds tendered or deemed to be tendered for purchase pursuant to Section 4.1 or Section 4.2 hereof at a purchase price equal to 100 percent of the principal amount thereof, and to remarket all Bonds held by the Tender Agent pursuant to Section 6.9 hereof. The Borrower may at any time, upon written direction to the Remarketing Agent, direct the Remarketing Agent to cease to resume the remarketing of some or all of the Bonds. The Bank's written consent is required for any such direction by the Borrower to the Remarketing Agent not to remarket Bonds that have been purchased with the proceeds of a draw under the Letter of Credit and the Borrower has not reimbursed the Bank for such draws.

At or prior to 3:00 P.M., New York time, on the Business Day immediately preceding the applicable purchase date, the Remarketing Agent shall give notice by electronic transmission or telephone, promptly confirmed in writing, to the Trustee, the Borrower, the Bond Registrar, the Tender Agent (to be received by the Tender Agent by the close of business on such day) and the Bank, specifying or confirming the names, addresses and taxpayer identification numbers of the new Registered Owners of, and the principal amount and denominations of, such Bonds, if any, remarketed by it pursuant to this Section 4.3, and also specifying the principal amount of Bonds to be purchased on such purchase date which it has failed to remarket (if any) and the amount of accrued interest, if any, on such Bonds. [If the Bonds are no longer held in book-entry form and registered in the name of Cede & Co., the Remarketing Agent shall furnish the names, addresses and taxpayer identification numbers of purchasers and the denominations of the Bonds to be delivered to each purchaser.] The Remarketing Agent shall make appropriate settlement pursuant to this Section 4.3 between the purchasers of such remarketed Bonds and the Tender Agent, and shall direct said purchasers by appropriate instructions to pay all moneys in immediately available funds for the purchase price of the Bonds which have been remarketed pursuant to this Section 4.3 to the Tender Agent for deposit in the Bond Purchase Fund pursuant to Section 6.8 hereof at or before 11:00 A.M., New York time, on the purchase date. The Tender Agent shall deposit the proceeds of any such remarketing in the Bond Purchase Fund pursuant to Section 6.8 hereof, and the Tender Agent shall hold and disburse such moneys pursuant to this Section 4.3 and Sections 4.4 and 6.9 hereof.

At or before 3:00 P.M., New York time, on each purchase date (or the immediately following Business Day if such purchase date is not a Business Day), the Tender Agenf, but only to the extent it shall have received money for such purpose, shall:

(i) pay the purchase price to each owner of a Bond (or portion thereof) tendered for purchase by mailing a check to the owner, or by wire transfer to the Registered Owner thereof if the Registered Owner of at least $1,000,000 in aggregate principal amount of Bonds gives written notice to the Tender Agent directing the Tender Agent to make such payment of purchase price by wire transfer and identifying the location and the number of the account to which such payment should be wired. The Tender Agent shall pay each such purchase price from moneys on deposit in the Bond Purchase Fund in the manner set forth in Section 6.9 hereof, provided that the Tender Agent shall not pay or wire transfer the purchase price of any Unsurrendered Bond, unless and until the owner of such Unsurrendered Bond presents such Unsurrendered Bond, together with an instrument of assignment or transfer duly executed in blank, to the Tender Agent; and

(ii) redeliver or cancel all Bonds in accordance with this Section 4.3 and Section 6.9 hereof.

Notwithstanding any provision herein contained to the contrary, any Bond remarketed by the Remarketing Agent which has been called for prior redemption pursuant to Article III hereof shall be redelivered with a copy of the redemption notice and any Bond as to which notice of mandatory tender has been given pursuant to Section 4.2 hereof shall be redelivered with a copy of the notice of mandatory tender.

Section 4.4. *Duties of Tender Agent.* The Tender Agent agrees that it shall:

(a) hold all Bonds delivered to it pursuant to Section 4.1 or Section 4.2 hereof in trust solely for the benefit of the respective owners which shall have so delivered such Bonds until moneys representing the purchase price of such Bonds shall have been delivered to or for the account of or to the order of such owners; and

(b) subject to Section 6.10 hereof, hold all moneys delivered to it pursuant to Sections 4.3 and 6.9 hereof for the purchase of Bonds in the Bond Purchase Fund in trust solely for the benefit of the person which shall have so delivered such moneys until the purchase date; and on and after the purchase date, the Tender Agent shall hold all such moneys in the Bond Purchase Fund in trust solely for the benefit of the respective owners of the Bonds so purchased until the Tender Agent shall have paid the purchase price with respect to such Bonds to such owners; provided, that if any moneys remain in the Bond Purchase Fund after the payment in full of the purchase price of all Bonds tendered for purchase pursuant to Section 4.1 or Section 4.2 hereof, such moneys shall be held in trust for the benefit of the Bank and the Borrower, to be applied in accordance with Section 6.9(d) hereof.

Section 4.5. *Duties of the Remarketing Agent.* The Remarketing Agent shall perform the duties set out in Section 4.3 hereof. The Remarketing Agent shall not knowingly offer for sale or sell any Bonds to the City, the Borrower, any guarantor of the Borrower's obligations under the Agreement, or any general partner of the Borrower and the City agrees that it will not purchase Bonds from the Remarketing Agent upon the remarketing of the Bonds. Notwithstanding any other provision herein to the contrary, the Remarketing Agent shall be

under no obligation to remarket Bonds if an Event of Default has occurred and is continuing hereunder.

ARTICLE V

GENERAL COVENANTS

Section 5.1. Payment of Principal, Premium, if any, and Interest. The City covenants that it will promptly pay or cause to be paid the principal of, premium, if any, and interest on every Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in said Bonds according to the true intent and meaning thereof. The principal of, premium, if any, and interest on the Bonds are payable by the City solely and only from the Revenues, and nothing in the Bonds or this Indenture should be considered as assigning or pledging any other funds or assets of the City, other than such Revenues and the right, title and interest of the City in and to the Agreement (except as otherwise provided herein) in the manner and to the extent herein specified.

Section 5.2. Compliance with Code. (a) The City, to the extent that it has control over any of the following proceeds or payments, and the Trustee, to the extent that it has discretion with respect to investment of such proceeds, covenant and agree that they will not take any action or fail to take any action with respect to the payments derived from the security pledged hereunder or from the Agreement which would result in constituting the Bonds "arbitrage bonds" within the meaning of such term as used in Section 148 of the Code. The City and the Trustee further covenant and agree that they will comply with and take the specific actions required by the Arbitrage Certificate.

(b) The City covenants that it shall not use or cause the use of any proceeds of Bonds or any other funds of the City, directly or indirectly, in any manner, and shall not take or cause to be taken any other action or actions, or fail to take any action or actions, which would result in interest on any of the Bonds becoming includable in gross income of any holder thereof. The City further covenants that it shall at all times do and perform all acts and things permitted by law and necessary or desirable in order to assure that interest paid by the City on the Bonds shall be excluded from the gross income of the recipients thereof for federal income tax purposes.

Section 5.3. Instruments of Further Assurance. The City covenants that it will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee or the Bank may reasonably require for the better assuring, transferring, conveying, pledging, assigning and confirming unto the Trustee all and singular the rights assigned hereby and the amounts assigned and pledged hereby to the payment of the principal of, premium, if any, and interest on the Bonds. The City covenants and agrees that, except as herein and in the Agreement and the Note provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Revenues or its rights under the Agreement.

Section 5.4. List of Bondholders. The Bond Registrar will keep on file a list of names and addresses of all Registered Owners of the Bonds on the registration books of the City maintained by the Bond Registrar, together with the principal amount and numbers of such Bonds. At reasonable times and under reasonable regulations established by the Bond Registrar, said list may be inspected and copied by the Trustee, by the Borrower, by the Bank, by the Remarketing Agent or by the owners (or a designated representative thereof) of 15

percent or more in aggregate principal amount of Bonds then outstanding, such ownership and the authority of such designated representative to be evidenced to the satisfaction of the Trustee, or by any other person mandated by law. It is expressly understood that so long as the Bonds are held in the DTC System, the sole Registered Owner is Cede & Co.

Section 5.5. Rights Under Agreement. The Agreement, a duly executed counterpart of which has been filed with the Trustee, sets forth the covenants and obligations of the City and the Borrower, and reference is hereby made to the same for a detailed statement of said covenants and obligations of the Borrower thereunder, and the City agrees that the Trustee in its name or in the name of the City may enforce all rights of the City (except those rights reserved by the City hereunder) and all obligations of the Borrower under and pursuant to the Agreement for and on behalf of the Registered Owners, whether or not the City is in default hereunder.

ARTICLE VI

REVENUES AND FUNDS

Section 6.1. Source of Payment of the Bonds. The Bonds herein authorized and all payments to be made by the City hereunder, are not general obligations of the City, but are special, limited obligations payable solely and only from the Revenues and as provided in the Agreement and in this Indenture.

The Revenues are to be remitted directly to the Trustee for the account of the City and deposited in the Bond Fund (hereinafter created). The entire amount of said Revenues is hereby assigned and pledged to the payment of the principal of and interest and premium, if any, on the Bonds (and as otherwise provided in this Indenture).

Section 6.2. Creation of Bond Fund. There is hereby created by the City and established with the Trustee a Bond Fund to be designated "City of Chicago Bond Fund (Hazel Winthrop Apartments)," which is pledged and shall be used to pay the principal of, premium, if any, and interest on the Bonds. Within the Bond Fund there are hereby established accounts to be designated "Bond Fund – *Principal* and *Interest Account*" and "Bond Fund - *Letter of Credit Account*".

Section 6.3. Payments into Bond Fund. There shall be deposited in the Bond Fund, as and when received, (a) any amount in the Acquisition and Construction Fund directed to be paid into the Principal and Interest Account under Section 6.7 and Article VII hereof, (b) all Revenues for deposit in the Principal and Interest Account; and (c) all other moneys received by the Trustee under and pursuant to any of the provisions of the Agreement, the Note or the Letter of Credit which are required or which are accompanied by directions that such moneys are to be paid into the Principal and Interest Account or the Letter of Credit Account, as the case may be.

Section 6.4. Use of Moneys in Bond Fund; Draws on Letter of Credit. Except as provided in Sections 6.12 and 10.2 hereof, moneys in the Bond Fund shall be used solely for the payment of the principal of and premium, if any, on the Bonds at maturity or upon acceleration and for the redemption of the Bonds prior to maturity, and for the payment of the interest on the Bonds when due and for the payment of the obligations of the Borrower under the Reimbursement Agreement, but shall not be used to pay the purchase price of any Bond tendered to the Tender Agent for purchase pursuant to Section 4.1 or Section 4.2 hereof.

The City hereby authorizes and directs the Trustee to withdraw, from time to time, sufficient moneys from the Bond Fund to pay or cause to be paid the principal of, premium, if any, and interest on the Bonds as the same become due and payable, which authorization and direction the Trustee hereby accepts. Funds for such payments of the principal of and premium, if any, and interest on such Borids shall be derived from the following sources in the order of priority indicated:

(a) if the Letter of Credit is then in effect, all moneys derived by the Trustee from a draw under the Letter of Credit for principal of, premium, if any, and interest on the Bonds, provided that in no event shall such moneys be used to pay the principal of, premium, if any, and interest on Purchased Bonds or Borrower Bonds;

(b) moneys transferred from the Acquisition and Construction Fund to the Bond Fund pursuant to Section 3.4 of the Agreement, provided that such moneys constitute Available Moneys, to pay principal of the Bonds at maturity or upon redemption prior to maturity;

(c) Available Moneys held by the Trustee pursuant to Article VIII hereof, such moneys to be applied only to the payment or the redemption of Bonds which are deemed to be paid in accordance with Article VIII hereof,

(d) payments made by the Borrower pursuant to the Note and Article VII of the Agreement, such moneys to be applied only to the redemption of Bonds, provided that such amounts constitute Available Moneys;

(e) all payments made by the Borrower pursuant to the Note and Section 4.2(a) of the Agreement, and amounts derived from the investment of such amounts; and

(f) all other amounts received by the Trustee under and pursuant to the Agreement, the Note or from any other source when required or accompanied by directions by the Borrower that such amounts are to be paid into the Bond Fund, and amounts derived from the investment of such amounts.

If the Letter of Credit is then in effect, on the Business Day immediately preceding the date on which any principal and/or interest shall become due on the Bonds, whether upon any Interest Payment Date, at maturity, upon the date fixed for redemption or upon maturity by declaration of acceleration of the Bonds, the Trustee shall, without making any prior claim or demand upon the Borrower, draw under and in accordance with the Letter of Credit so as to receive moneys thereunder in an amount which shall be equal to the amount of principal and interest coming due on the Bonds on the date such payment is due; provided that such draw upon a declaration of acceleration shall be as soon as possible and in no event later than three Business Days after such declaration of acceleration; and provided further, that the Trustee shall not draw under the Letter of Credit to pay the principal of and/or interest on any Purchased Bonds or any Borrower Bonds. Any such moneys drawn under the Letter of Credit shall be deposited and held in the Bond Fund - Letter of Credit Account which shall be a separate, segregated account in the Bond Fund, and shall not be commingled with other moneys in the Bond Fund. If for any reason funds are not available under the Letter of Credit for payment of principal and/or interest due on the Bonds on any such date, the Trustee shall immediately request from the Borrower funds sufficient to make all such payments of principal and/or interest on the Bonds pursuant to the Note and Section 4.2(a) of the Agreement by directing that the Borrower deposit such funds with the Trustee at its principal corporate trust office.

If the Letter of Credit is then in effect, all payments by the Borrower under Section 4.2(a) of the Agreement and deposited into the Bond Fund pursuant to clause (e) above and any amounts referenced in clause (b) above shall be paid by the Trustee to the Bank and applied against the Borrower's obligation to reimburse the Bank for draws under the Letter of Credit under the Reimbursement Agreement.

Section 6.5. Custody of Bond Fund. The Bond Fund shall be in the custody of the Trustee but in the name of the City, and fhe City hereby authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund and transfer same to the Paying Agent to pay or cause to be paid the principal of, premium, if any, and interest on the Bonds as the same become due and payable, which authorization and direction the Trustee hereby accepts.

Section 6.6. Creation of Acquisition and Construction Fund. There is hereby created by the City and established with the Trustee a trust fund to be designated the "City of Chicago Acquisition and Construction Fund (Hazel Winthrop Apartments)," which shall be expended in accordance with the provisions of Sections 3.3 and 3.4 of the Agreement and Section 6.7 hereof.

Section 6.7. Payments into Acquisition and Construction Fund; Disbursements. The proceeds of the Bonds shall be deposited in the Acquisition and Construction Fund as provided in Section 2.10(b) hereof. All moneys in the Acquisition and Construction Fund shall be expended on written requisitions signed by an Authorized Borrower Representative, as defined in the Agreement, and approved in writing by the Bank, in the form attached as Exhibit A hereto in accordance with the provisions of the Agreement.

The Trustee shall keep and maintain adequate records pertaining to the Acquisition and Construction Fund and all disbursements therefrom, and after the Project has been completed and a certificate of payment of all costs is or has been filed as provided in Section 3.4 of the Agreement, the Trustee shall file an accounting thereof with the City and the Borrower. The completion of the Project and payment or provision made for payment of the full Cost of the Project shall be evidenced by the filing with the Trustee of a certificate required by the provisions of Section 3.4 of the Agreement. Any balance remaining in the Acquisition and Construction Fund on the Completion Date shall be used in accordance with said Section 3.4. If the Borrower should prepay installments in whole pursuant to Section 7.1 or 7.2 of the Agreement, or if an event of default shall occur and be continuing hereunder, any balance then remaining in the Acquisition and Construction Fund shall without further authorization be deposited in the Bond Fund by the Trustee.

Section 6.8. Creation and Sources of Bond Purchase Fund. There is hereby created by the City and ordered established with the Tender Agent, as agent of the Trustee, a trust fund to be designated the "City of Chicago Bond Purchase Fund (Hazel Winthrop Apartments)", which shall be used to pay the purchase price of Bonds tendered or deemed to be tendered for purchase pursuant to Section 4.1 or Section 4.2 of this Indenture. The Tender Agent, as agent of the Trustee, shall hold all moneys on deposit in the Bond Purchase Fund in trust as provided in Section 4.4 hereof. The Trustee hereby appoints the Tender Agent to serve as its agent for such purpose. The Tender Agent shall notify the Trustee by 11:15 a.m. New York time on the purchase date, confirmed in writing, of the amount of funds received described in clause (i) below, with respect to such purchase date, and the amount of any deficiency in the amount of funds available to pay the purchase price.

There shall be paid into the Bond Purchase Fund, as and when received:

(i) the proceeds of the remarketing of Bonds by the Remarketing Agent pursuant to Section 4.3 of this Indenture (which proceeds shall at all times prior to their transfer from the Bond Purchase Fund be held by the Tender Agent in a separate and segregated account in the Bond Purchase Fund separate and apart from all other moneys in the Bond Purchase Fund);

(ii) all moneys drawn by the Trustee, or the Tender Agent as agent of the Trustee, under the Letter of Credit for the purpose of paying such purchase price (all of which moneys shall at all times prior to their transfer from the Bond Purchase Fund be held by the Tender Agent, as agent of the Trustee, in a separate and segregated account in the Bond Purchase Fund separate and apart from all other moneys in the Bond Purchase Fund);

(iii) all payments made directly by the Borrower pursuant to Section 4.2(e) of the Agreement (each of which payments shall at all times prior to their transfer from the Bond Purchase Fund be held by the Tender Agent in a separate and segregated account in the Bond Purchase Fund separate and apart from all other moneys in the Bond Purchase Fund); and

(iv) all other moneys received by the Trustee or the Tender Agent as agent of the Trustee under and pursuant to any of the provisions of this Indenture, the Agreement, the Note, the Letter of Credit or otherwise which are required or which are accompanied by directions that such moneys are to be paid into the Bond Purchase Fund (each of which payments shall at all times prior to their transfer from the Bond Purchase Fund be held by the Tender Agent, as agent of the Trustee, in a separate and segregated account in the Bond Purchase Fund separate and apart from all other moneys in the Bond Purchase Fund).

Section 6.9. *Use of Moneys in the* Bond Purchase Fund.

(a) Except as provided in this Section 6.9 or Section 6.12 of this Indenture, moneys in the Bond Purchase Fund shall be used solely for the payment of the purchase price of Bonds tendered or deemed to be tendered for purchase on any purchase date pursuant to Section 4.1 or Section 4.2 of this Indenture and to pay any obligations of the Borrower under the Reimbursement Agreement.

(b) On each purchase date (or, if such purchase date is not a Business Day, on the immediately following Business Day), the Tender Agent shall pay the purchase price of Bonds tendered for purchase from moneys on deposit in the Bond Purchase Fund from funds derived from fhe following sources in the order of priority indicated:

(i) proceeds of the remarketing of such Bonds pursuant to Section 4.3 hereof which constitute Available Moneys under clause (iv) of the definition thereof;

(ii) if the Letter of Credit is then in effect, moneys derived from a draw under the Letter of Credit to pay the purchase price of Bonds tendered or deemed to be tendered for purchase;

(iii) any other moneys on deposit in the Bond Purchase Fund that constitute Available Moneys;

(iv) payments made by the Borrower pursuant to Section 4.2(e) of the Agreement; and

(v) any other moneys received by the Trustee which are required to be paid into the Bond Purchase Fund or which are accompanied by instructions that such moneys be paid into the Bond Purchase Fund.

Bonds (or portions thereof in authorized denominations) purchased with moneys described in clause (ii) above ("Purchased Bonds') shall be registered in the name of the Borrower, shall be held by the Tender Agent in trust for the account of the Borrower, and shall not be transferred or exchanged by the Tender Agent until (A) the Tender Agent has received from the Bank notice in writing, by telecopy or tested telex, that the Borrower has reimbursed the Bank for the drawing or portion of the drawing made under the Letter of Credit to pay the purchase price of such Bonds, pursuant to the Reimbursement Agreement, and that the Letter of Credit has been reinstated in the amount of the aggregate principal amount of such Bonds and the amount originally drawn under the Letter of Credit to pay the portion of the purchase price equal to the accrued interest, if any, on such Bonds, or (B) the Remarketing Agent shall have given the Tender Agent notice by telephone, promptly confirmed in writing, that such Bonds have been remarketed by the Remarketing Agent, and the Tender Agent shall have moneys in an amount sufficient to reimburse the Bank for the drawing or portion of the drawing made under the Letter of Credit to pay the purchase price of such Bonds, which moneys are on deposit in the Bond Purchase Fund, and the Bank has given the Tender Agent notice in writing, by electronic transmission, that the Letter of Credit has been reinstated in the amount of the aggregate principal amount of such Bonds and the amount originally drawn under the Letter of Credit to pay the portion of the purchase price equal to the accrued interest, if any, on such Bonds; and in either event, the Tender Agent may then release such Bonds, and register the transfer of such Bonds at the direction of the Borrower in the event of (A) above or in the names of the new Registered Owners thereof as shall be provided by the Remarketing Agent by telephone or electronic transmission, promptly confirmed in writing, in the manner set forth in Section 4.3 hereof, in the event of (B) above. Bonds (or portions thereof in authorized denominations) purchased with moneys described in clause (iii) above shall, at the direcfion of the Borrower, be held by the Tender Agent for the account of the Borrower and registered in the name of the Borrower or be cancelled.

(c) If the Letter of Credit is in effect on a purchase date (or, if such day is not a Business Day, on the immediately following Business Day), and the funds available under clause (i) of subsecfion (b) above for the payment of the purchase price of fhe Bonds to be purchased pursuant to Section 4.1 or Section 4.2 of this Indenture on such purchase date are not sufficient to pay the purchase price of such Bonds in full at or before 11:15 A.M., New York time, on such purchase date, the Trustee shall, without making any prior demand or claim upon the Borrower, make a drawing under the Letter of Credit before 12:00 Noon, New York time, and the Bank shall make payment under the Letter of Credit to the Tender Agent at or before 2:00 P.M., New York time, in immediately available funds which funds will be wired directly from the Bank to the Tender Agent, in an amount which will be sufficient, together with the funds available under such clause (i) of subsection (b) above, to pay the purchase price of such Bonds on such purchase date (or the immediately following Business Day if such purchase date is not a Business Day). If for any reason funds are not available under the Letter of Credit for payment of the purchase price of such Bonds on such purchase date (or the immediately following Business Day if such purchase date is not a Business Day), the Trustee shall immediately request from the Borrower funds sufficient to pay the purchase price pf such Bonds

pursuant to Section 4.2(e) of the Agreement by directing that the Borrower deposit such funds with the Tender Agent at its principal corporate trust office.

(d) Notwithstanding any other provision of this Indenture to the contrary, if (i) the Remarketing Agent shall remarket any Bonds tendered for purchase pursuant to Section 4.1 or Section 4.2 hereof and the proceeds of such remarketing are received by the Tender Agent after the Trustee has made a drawing under the Letter of Credit to pay the purchase price of such remarketed Bonds, pursuant to subsection (c) above, or (ii) the Remarketing Agent shall subsequently remarket any Bonds held by the Tender Agent for the account of the Borrower and registered in the name of the Borrower, the purchase price of which Bonds was paid by the Tender Agent as a result of a drawing under the Letter of Credit, pursuant to subsection (b) above, then all proceeds of any such remarketing which necessitated a drawing under the Letter of Credit (or which would otherwise be payable to the Borrower as the Registered Owner of the Bonds) shall be paid by the Tender Agent to the Bank to satisfy the obligations of the Borrower under the Reimbursement Agreement, relating to such drawing under the Letter of Credit. The Trustee and the Tender Agent shall immediately notify the Bank by telecopy or telephone, promptly contirmed in writing, that such proceeds are on deposit in the Bond Purchase Fund, and the Bank shall certify to the Trustee the amount of the obligation of the Borrower under the Reimbursement Agreement relating to such drawing under the Letter of Credit. When such obligations of the Borrower to the Bank under the Reimbursement Agreement have been satistied, then all such moneys remaining in the Bond Purchase Fund shall be paid to the Borrower.

Section 6.10. Non-Presentment of Bonds. If any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, or on the date set for purchase of such Bond pursuant to Section 4.1 or Section 4.2 hereof, then if funds sufticient to pay or purchase such Bond shall have been made available to the Tender Agent, all liability of the City for the payment of such Bond and all liability of the Borrower for the purchase of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Tender Agent to hold such fund or funds, without liability of interest thereon, for the benetit of the owner of such Bond or the owner of such Unsurrendered Bond, as the case may be, who shall thereafter be restricted exclusively to such fund or funds, for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond. Subject to applicable law, any moneys so deposited with and held by the Tender Agent for the benetit of such persons, if any, for tive years after the date upon which such moneys were so deposited, shall be paid to the Borrower or to the Bank as provided in Section 6.12 hereof, on written request of the Borrower or the Bank, as the case may be, and thereafter such persons shall look only to the Borrower for the purpose of payment from such moneys and the Tender Agent shall have no further liability with respect to such moneys.

Section 6.11. Moneys to be *Held in* Trust. All moneys required to be deposited with or paid to the Trustee for the account of the Bond Fund and the Acquisition and Construction Fund and moneys deposited with or paid to the Tender Agent for the account of the Bond Purchase Fund under any provision of this Indenture shall be held by the Trustee and the Tender Agent in trust, and except for moneys deposited with or paid to the Trustee for the redemption of Bonds, notice of the redemption of which has been duly given, and except for moneys deposited with or paid to the Trustee for the payment of interest on specitic Bonds, and except for moneys held in trust in the Bond Purchase Fund, and except for moneys which have been deposited with the Trustee pursuant to Article VIII hereof, while held by the Trustee and Tender Agent constitute part of the Trust Estate and be subject to the lien or security interest created hereby. All

moneys derived from remarketing proceeds or draws on the Letter of Credit must be held in an Eligible Account.

Section 6.12. Repayment fo the Borrower and the Bank from Bond Fund and Bond Purchase Fund. Except as otherwise provided in Section 6.9(d) hereof, any amounts remaining in the Bond Fund, the Bond Purchase Fund or any other fund or account established pursuant to this Indenture after payment in full of the Bonds (or provision therefor having been made in accordance herewith), other than Bonds held by the Tender Agent pursuant to Section 6.9(b) hereof, the purchase price of all Bonds tendered or deemed to be tendered to the Tender Agent for purchase pursuant to Section 4.1 or Section 4.2 hereof, the payment of the fees, charges and expenses of the Trustee, the Bond Registrar and all other amounts required to be paid hereunder and under the Agreement, the Note and the Letter of Credit, shall be paid to the Borrower or the Bank, as provided in Section 8.5 of the Agreement, and at such time the Note shall be canceled and delivered to the Borrower.

Section 6.13. Additional Paymenfs Under the Agreemenf. Pursuant to Section 4.2(c) of the Agreement the Borrower has agreed to pay as provided therein fees and expenses of the Trustee and the Tender Agent. All such additional payments received by the Trustee shall not be paid into the Bond Fund or the Bond Purchase Fund, but shall be disbursed by the Trustee solely for the purposes for which said additional payments are received. The Trustee hereby agrees to make such disbursements.

ARTICLE VII

INVESTMENT OF MONEYS

Any moneys held as part of the Acquisition and Construction Fund or the Bond Fund shall be invested and reinvested by the Trustee at the direction of the Borrower in accordance with the provisions of Section 3.5 of the Agreement. Any moneys derived from a drawing under the Letter of Credit and deposited in the Bond Fund (including any moneys held for the payment of a particular Bond and any income derived from the investment of such moneys), if invested or reinvested, shall be invested or reinvested in Governmental Obligations which mature in not more than 30 days or as needed to make timely payment of principal and interest on the Bonds. The Trustee may make any and all such investments through its own bond department. Any such investments shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund for which they were made. The interest accruing thereon and any profit realized from such investments shall be credited to such fund, and any net loss resulting from such investments shall be charged to such fund. Notwithstanding fhe foregoing, interest accruing thereon and profits realized from investments in the Acquisition and Construction Fund shall be initially credited to such fund and then transferred to the Bond Fund pursuant to Section 6.3 hereof. The Trustee, at the direction of the Borrower, shall sell and reduce to cash a sufficient amount of such investments of the Acquisition and Construction Fund, as specitied in such direction, whenever the cash balance in the Acquisition and Construction Fund is insufticienf to pay a requisition when presented. The Trustee shall sell and reduce to cash a sufficient amount of such investments of the Bond Fund whenever the cash balance in the Bond Fund is insufticient to pay the principal of, premium, if any, and interest on the Bonds when due; provided, that the Trustee shall tirst sell and reduce to cash those investments of the Bond Fund which mature eariiest.

Any moneys held as part of the Bond Purchase Fund shall not be invesfed or reinvested by the Tender Agent.

ARTICLE VIII

DISCHARGE OF LIEN

If the City shall pay or cause to be paid, or there shall be otherwise paid or provision for payment made to or for the owners from time to time of the Bonds, the principal, premium, if any, and interest due or to become due thereon on the dates and in the manner stipulated therein, and shall pay or cause to be paid to the Trustee all sums of money due or to become due according to the provisions hereof, and the Borrower shall pay or cause to be paid all obligations of the Borrower to reimburse the Bank for drawings under the Reimbursement Agreement (other than any reimbursement for drawings under the Letter of Credit to pay the purchase price of Bonds tendered or deemed to be tendered for purchase pursuant to Section 4.1 or Section 4.2 hereof which reimbursement is not then due and payable under the Reimbursement Agreement) and other amounts due and payable to the Bank under the Reimbursement Agreement and the Borrower shall pay or cause to be paid all obligations of the Borrower to the City, then these presents and the estate and rights hereby granted shall cease, determine and be void, whereupon the lien of this Indenture shall be canceled and except for amounts in the Bond Fund or the Bond Purchase Fund required to be paid to the Bank under Section 6.12 hereof, all amounts held hereunder shall be paid to the Borrower. Upon such discharge, the Trustee shall cancel the Note and return it to the Borrower and shall cancel the Letter of Credit and return it to the Bank.

On or after the Conversion Date, any Bond shall be deemed to be paid within the meaning of this Article VIII when payment of the principal of and premium, if any, on such Bond, plus interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption prior to maturity as provided in this Indenture or upon payment of the purchase price on a purchase date, or otherwise), either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided by irrevocably depositing with the Trustee, in trust and irrevocably setting aside exclusively for such payment, (1) Available Moneys sufticient to make such payment, or (2) Governmental Obligations purchased with Available Moneys (provided that in the opinion of Bond Counsel such deposit will not adversely affect the exclusion from gross income for purposes of federal income taxation of interest on the Bonds or cause any of the Bonds to be classitied as *"arbitrage bonds"* within the meaning of Section 148 of the Code) maturing as to principal and interest in such amounts and on such dates as will provide sufticient moneys without reinvestment to make such payment, and all necessary and proper fees, compensation and expenses of the Trustee pertaining to the Bonds with respect to which such deposit is made and all other liabilities of the Borrower under the Agreement shall have been paid or the payment thereof provided for to the satisfaction of the Trustee. There shall be no defeasance during the Variable Rate Period and no defeasance shall be effective during the Fixed Rate Period until the Trustee shall receive prior written evidence from each Rating Agency then rating the Bonds that such deposit referred to in the prior sentence will not cause a reduction or withdrawal of the then current rating on the Bonds. At such time as a Bond shall be deemed to be paid hereunder, as aforesaid, it shall no longer be secured by or entitled to the benetits of this Indenture, except for the purposes set forth in Sections 2.7 and 2.8 hereof and any such payment from such moneys or Governmental Obligations on the date or dates specitied at the time of such deposit.

Notwithstanding the foregoing, in the case of Bonds which by their terms may be redeemed prior to the stated maturities thereof, no deposit under clause (ii) of the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until the Borrower,

on behalf of the City, shall have given the Trustee, in form satisfactory to the Trustee, irrevocable instructions:

(a) stating the date when the principal (and premium, if any) of each such Bond is to be paid, whether at maturity or on a redemption date (which may be any redemption date permitted by this Indenture);

(b) to direct the Bond Registrar to call for redemption pursuant to this Indenture any Bonds to be redeemed prior to maturity pursuant to (a) hereof, and

(c) to direct the Bond Registrar to mail, as soon as practicable, in the manner prescribed by Article III hereof, a notice to the owners of such Bonds that the deposit required by (ii) above has been made with the Trustee and that said Bonds are deemed to have been paid in accordance with this Article VIII and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal or redemption price, if applicable, on said Bonds as specitied in (a) hereof.

Any moneys so deposited with the Trustee as provided in this Article VIII may at the written direction of the Borrower also be invested and reinvested in Govemmental Obligations, maturing in the amounts and on the dates as hereinbefore set forth, and all income from all Governmental Obligations in the hands of the Trustee pursuant to this Article VIII which is not required for the payment of the Bonds and interest and premium, if any, thereon with respect to which such moneys are deposited, shall be deposited in the Bond Fund as and when collected for use and application as are other moneys deposited in that fund.

Anything in Article XI hereof to the contrary notwithstanding, if moneys or Governmental Obligations have been deposited or set aside with the Trustee pursuant to this Article VIII for the payment of the principal of, premium, if any, and interest on the Bonds and the principal of, premium, if any, and interest on such Bonds shall not have in fact been actually paid in full, no amendment to the provisions of this Article VIII shall be made without the consent of the owner of each of the Bonds affected thereby.

Notwithstanding the release and discharge of fhe lien of this Indenture as provided above, those provisions of this Indenture relating to the maturity of the Bonds, interest payments and dates thereof, redemption provisions, tender and purchase provisions, exchange and transfer of Bonds, replacement of mutilated, destroyed, lost, stolen or Unsurrendered Bonds, the safekeeping and cancellation of Bonds, nonpresentment of Bonds, the holding of moneys in trust, redemption of Bonds and the duties of the Trustee, the Bond Registrar, the Tender Agenf, the Paying Agent and the Remarketing Agent in connection with all of the foregoing, remain in effect and shall be binding upon the Trustee and the owners of the Bonds.

ARTICLE IX

DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDHOLDERS

Section 9.1. **Defaults; Events of Default.** If any of the following events occur, it is hereby declared to constitute an "Event of Default" hereunder:

(a) Failure to pay interest on any Bond when such interest shall have become due and payable;

(b) Failure to pay the principal of; or premium, if any, on any Bond, when due, whether at the stated maturity thereof or upon proceedings for redemption thereof;

(c) Failure to pay when due the purchase price of any Bond tendered or deemed to be tendered to the Tender Agent for purchase pursuant to Section 4.1 or Section 4.2 hereof when due;

(d) Receipt by the Trustee, not later than the last day provided for in the Letter of Credit on which the Bank can give notice preventing a reinstatement of the Letter of Credit following a drawing under the Letter of Credit to pay regulariy scheduled interest on the Bonds, of written notice by the Bank that the Borrower has not reimbursed the Bank for such drawing or of the occurrence of an "Event of Default" under the Reimbursement Agreement, and, that as a consequence of either of the above, the Bank will not reinstate the Letter of Credit with respect to such drawing;

(e) Receipt by the Trustee of written notice from the Bank of the occurrence of an "Event of Default" under the Reimbursement Agreement and requesting the Trustee to accelerate the Bonds;

(f) Failure to perform or observe any other of the covenants, agreements or conditions on the part of the City in this Indenture or in the Bonds contained and failure to remedy the same after notice thereof pursuant to Section 9.12 hereof; or

(g) The occurrence of an "Event of Default" under the Agreement.

Section 9.2. Acceleration. Upon (i) the occurrence of an Event of Default under Section 9.1(d) or Section 9.1(e), the Trustee shall, or (ii) the occurrence and continuance of any other Event of Default hereunder the Trustee may, and upon the written request of the owners of not less than a majority in aggregate principal amount of Bonds then Outstanding shall, declare the principal of all Bonds then Outstanding and the interest accrued thereon to the date of such declaration immediately due and payable (and interest on the Bonds shall cease to accrue from and after the date of declaration of acceleration), and such principal, interest, and any premium the City shall have become obligated to pay prior to such date, if any, shall thereupon become and be immediately due and payable; provided that so long as a Letter of Credit is in effect and the Bank has not failed to honor a properiy presented and conforming drawing thereunder, no acceleration shall be declared under subsection (ii) of this Section 9.2 by reason of a default under Sections 9.1 (f) or (g) hereof without the prior written consent of the Bank. Upon any declaration of acceleration hereunder the Trustee shall immediately declare an amount equal to all amounts then due and payable on the Bonds to be immediately due and payable under Section 4.2(a) of the Agreement and under the Note in accordance with Section 6.2(a) of the Agreement, and, if the Letter of Credit is then in effect, the Trustee shall as soon as possible and in no event later than three Business Days after such declaration, draw under the Letter of Credit to the fullest extent permitted by the terms thereof to pay the principal of; and accrued interest on, the Bonds and shall fix the date upon which funds shall be applied as provided in Section 9.7 hereof. As soon as practicable upon any such declaration of acceleration, the Trustee shall give written notice thereof to the City, the Borrower, the Tender Agent and the Remarketing Agent; provided that failure to give such notice shall not affect the validity or effectiveness of such declaration.

Section 9.3. Other Remedies; Rights of Bondholders. Upon the occurrence of an Event of Default hereunder the Trustee may, in addition or as an alternative to the remedy

provided for in Section 9.2 hereof, pursue any available remedy by suit at law or in equity to enforce the payment of the principal of, premium, if any, and interest on the Bonds then Outstanding. If an Event of Default shall have occurred, and if requested so to do by the owners of a majority in aggregate principal amount of Bonds then Outstanding and indemnitied as provided in Section 10.1(l) hereof, the Trustee shall and in its own name:

(a) By mandamus, other suit, action or proceeding at law or in equity, enforce all rights of the Bondholders, including the right to require the City to collect the amounts payable under the Agreement and the Note and to require the City to carry out any other provisions of this Indenture for the benetit of the Bondholders;

(b) Pursue any and all remedies available to it under the Agreement;

(c) Bring suit upon the Bonds;

(d) By action or suit in equity require the City to account as if it were the trustee of an express trust for the Bondholders; and

(e) By action or suit in equity enjoin any acts or things that may be unlawful or in violation of the rights of the Bondholders.

No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or the City (or to the Registered Owners) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or the City or to the Registered Owners hereunder or now or hereafter existing at law or in equity.

No delay or omission to exercise any right or power accruing upon any default or Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver of any such default or Event or Default or acquiescence therein; and such right and power may be exercised from time to time as often as may be deemed expedient.

No waiver of any default or event of default hereunder, whether by the Trustee or by the Registered Owners, shall extend to or shall affect any subsequent default or Event or Default or shall impair any rights or remedies consequent thereon.

Section 9.4. *Right* of Bank and Bondholders fo Direct Proceedings. Subject to the provisions of Section 10.1(l) hereof, anything in this Indenture to the contrary notwithstanding, the Bank or the owners of a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided, that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture and shall not result in the personal liability of the Trustee; and provided further, that the Bank shall have no such right to direct proceedings relating to remedies against the Bank, including any drawing under the Letter of Credit. In the event of contiict between the directions of the Bank and those of the Registered Owners with respect to an Event of Default, the directions of the Bank shall prevail so long as the Bank has not failed to honor a properiy presented and conforming drawing under the Letter of Credit. The Trustee may take any other action under this Indenture which is not inconsistent with such direction.

Section 9.5. Appoinfmenf of Receivers. Upon the occurrence of an Event of Default hereunder and upon the tiling of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Registered Owners under this Indenture, fhe Trusfee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the revenues, earnings, income, products and protits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 9.6. Waiver Upon the occurrence of an Event of Default hereunder, to the extent that such rights may then lawfully be waived, neither the City, nor anyone claiming through or under the City, shall set up, claim, or seek to take advantage of any appraisement, valuation, stay, extension or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement of this Indenture, and the City, for itself and all who may claim through or under it, hereby waives, to the extent that it lawfully may do so, the benefit of all such laws.

Section 9.7. Application of Moneys. All moneys (other than moneys derived from a drawing under the Letter of Credit and proceeds of a remarketing pursuant to Section 4.3) received by the Trustee pursuant to any right given or action taken under the provisions of this Article IX or pursuant to Section 6.9 hereof shall, after payment to the Trustee and the Bond Registrar of all amounts due and payable pursuant to Section 10.2 hereof and after payment of all expenses of the Trustee incurred in connection with lifigation against the Bank resulting from the Bank's failure to honor a properiy presented drawing under the Letter of Credit, be deposited in the Bond Fund; all moneys derived from a drawing under the Letter of Credit to pay principal of and interest on the Bonds shall be deposited in the Bond Fund - Letter of Credit Account, a separate, segregated account in the Bond Fund; and all moneys in the Bond Fund (other than moneys held for the payment of a particular Bond) during the continuation of an Event of Default hereunder shall be applied in the order of priority set forth in Section 6.4 hereof, as follows:

(a) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

> *First* - To the payment to the persons entitled thereto of all interest then due on the Bonds (other than Borrower Bonds), and, if the amount available shall not be sufficient to pay said amount in full, then to the payment ratably, according to the amounts due, to the persons entitled thereto, without any discrimination or privilege;
>
> Second - To the payment to the persons entitled thereto of the unpaid principal of and premium, if any, on any of the Bonds which shall have become due (other than Bonds matured or called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture, and other than Borrower Bonds), and, if the amount available shall not be sufficient to pay in full such unpaid principal premium and, then to the payment ratably to the persons entitled thereto without any discrimination or privilege;
>
> *Third* - To the payment of the obligations of the Borrower due and owing to the Bank under the Reimbursement Agreement (other than any reimbursement for drawings under the Letter of Credit to pay the purchase price of Bonds tendered or deemed to

be tendered for purchase pursuant to Section 4.1 or Section 4.2 hereof, which reimbursement is not then due and payable under the Reimbursement Agreement); and

Fourth - To the payment of the principal of, premium, if any, and interest on Borrower Bonds in the same manner as above provided.

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied First, to the payment of the principal and interest then due and unpaid upon the Bonds (other than Borrower Bonds), without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond (other than Borrower Bonds), ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege, Second, to the payment of the obligations of the Borrower due and owing under the Reimbursement Agreement (other than any reimbursement for drawings under the Letter of Credit to pay the purchase price of Bonds tendered or deemed to be tendered for purchase pursuant to Section 4.1 or Section 4.2 thereof, which reimbursement is not due and payable under the Reimbursement Agreement), and Third, to the payment of principal of and interest on Borrower Bonds in the same manner.

(c) If the principal of all of the Bonds shall have been declared due and payable, and if such declarations shall thereafter have been rescinded and annulled under the provisions of this Article IX then, subject to the provisions of Section 9.7(b) hereof if the principal of all of the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of Section 9.7(a) hereof.

Subject to the provisions of Section 10.2 hereof, whenever moneys are to be applied pursuant to the provisions of this Section 9.7, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall tix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue; provided that if the Trustee shall declare an acceleration and shall draw under the Letter of Credit to pay the principal of and accrued interest on the Bonds, pursuant to Section 6.4 hereof, the Trustee shall tix the date upon which such application is to be made, which date shall be the date of such drawing under the Letter of Credit. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the tixing of any such date, and shall not be required to make payment to the owner of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 9.8. Remedies Vested in Trustee. All rights of action (including the right to tile proof of claims) under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceeding relating thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any owners of the Bonds, and any recovery of judgment shall be for the equal and ratable benetit of the owners of the outstanding Bonds.

Section 9.9. *Rights* and *Remedies* of Bond*holders*. No owner of any Bond shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of this Indenture, the Agreement or the Note or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder or thereunder, unless a default has also occurred and the Trustee has been notitied as provided in Section 10.1(h) hereof, or by said subsection it is deemed to have notice, nor unless such default shall have become an Event of Default hereunder and the owners of a majority in aggregate principal amount of Bonds then Outstanding shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, nor unless also they have offered to the Trustee indemnity as provided in Section 10.1(l), nor unless the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its own name for 60 days after such notification, request, and offer of indemnitication; and such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, the Agreement or the Note, or for the appointment of a receiver or for any other remedy hereunder or thereunder; it being understood and intended that not one or more owners of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by its, his or their action or to enforce any right hereunder or thereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and mainfained in the manner herein provided and for the equal and ratable benetit of the owners of all Bonds then Outstanding. Nothing contained in this Indenture, however, shall affect or impair the right of any Registered Owner to enforce the payment of the principal of, premium, if any, and interest on any Bond at and after the maturity thereof, or the obligation of the City to pay the principal of, premium, if any, and interest on each of the Bonds issued hereunder to the respective owners thereof on the date, at the place, from the source and in the manner in the Bonds expressed, or the payment of the purchase price of any Bond which is due and payable, subject to the rights of the Bank as set forth in Section 9.4 hereof.

Section 9.10. Term*inafion* of *Proceedings*. If the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver or othenwise, and such proceeding shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the City, the Trustee and the Registered Owners shall be restored to their former positions and rights hereunder respectively with regard to the property subject to this Indenture, and all rights, remedies and powers of the Trustee shall continue as if no such proceeding had been taken.

Secfion 9.11. *Waivers* of Evenfs of Defau*lt*. The Trustee may at its discretion waive any Event of Default hereunder and its consequences, other than any Event of Default under Sections 9.1(d) or (e) hereof, the waiver of which shall require the prior written consent of the Bank provided that the Bank shall not have failed to honor a properiy presented and conforming drawing under the Letter of Credit, and rescind any declaration of acceleration of principal, and shall do so upon the written request of the owners pf (l) a majority in aggregate principal amount of all the Bonds then Outstanding in respect of which default in the payment of principal or interest, or both, exists, or in respect of which a default in the payment of the purchase price exists, or (2) a majority in aggregate principal amount of all Bonds then Outstanding in the case of any other default; provided that there shall not be waived (a) any default in the payment of the principal of or premium, if any, on any Outstanding Bonds at the date of maturity specitied therein or redemption prior to maturity, or (b) any default in the payment when due of the interest on any such Bonds, or (c) any default in the payment when due of the purchase price of

any such Bonds tendered or deemed to be tendered for purchase under Section 4.1 or Section 4.2 hereof unless prior to such waiver or rescission, all arrears of principal or interest, or both, with interest, to the extent permitted by law, as in the Bonds provided on overdue installments or all arrears of payments of such purchase price, as the case may be, and all expenses of the Trustee, in connection with such default shall have been paid or provided for; provided that if the Trustee shall have made a drawing under the Letter of Credit in connection with any such Event of Default to be so waived, no such waiver shall be effective until the Trustee receives written evidence from the Bank that it has rescinded its notice of an event of default under the Reimbursement Agreement and that the Letter of Credit shall have been reinstated to an amount equal to the outstanding principal amount of the Bonds plus interest thereon for the sum of [(i) 35 days (or 189 days if the Bonds are then in the Fixed Rate Period)], plus (ii) if the interest component of the Letter of Credit does not automatically and immediately reinstate after a drawing to pay interest on the Bonds, the sum of (A) six days, plus (B) the maximum number of calendar days the Bank is allowed pursuant to the provisions of the Letter of Credit to reinstate the Letter of Credit after a drawing thereon for interest on the Bonds, at the [Cap Rate][Fixed Rate]; and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the City, the Trustee and the Registered Owners shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon; provided further, that a waiver of any "Event of Default" under the Reimbursement Agreement by the Bank and a rescission and annulment of its consequences by the Bank and (if the Event of Default hereunder is the event described in Section 9.1(d) or Section 9.1(e) hereof), a reinstatement of the Letter of Credit shall, upon written notice, delivered to the Trustee from the Bank of such waiver, rescission, annulment and reinstatement, constitute a waiver of the corresponding Event of Default hereunder and a rescission and annulment of the consequences thereof.

Section 9.12. Notice of Defaults Under Section 9.1(f); Opportunity of the City and the Borrower to Cure Such Defaults. Anything herein to the contrary notwithstanding, no default under Section 9.1(f) hereof shall constitute an Event of Default hereunder until notice of such default by registered or certified mail, return receipt requested, shall be given to the City, the Borrower, the partners of the Borrower, the Bank and the Remarketing Agent by the Trustee or to the City, the Borrower, the partners of the Borrower, the Trustee, the Tender Agent, the Bank and the Remarketing Agent by the owners of not less than a majority in aggregate principal amount of all Bonds then Outstanding, which notice shall specify such default, request that said default be remedied and state that such notice is a "Notice of Default" hereunder, and the City and the Borrower shall have had 90 days after receipt of such notice to correct said default or cause said default to be corrected, and shall not have corrected said default or caused said default to be corrected within the applicable period.

With regard to any default concerning which notice is given to the City, the Borrower, the Bank and the Remarketing Agent under the provisions of this Section 9.12, the City hereby grants the Borrower full authority for the account of the City to perform any covenant or obligation alleged in said notice to constitute a default, in the name and stead of the City with full power to do any and all lawful things and acts to the same extent that the City could do and perform any such things and acts and with power of substitution.

In the event the City fails to perform any of its covenants or obligations under this Indenture, the Borrower shall have the right but not obligation to perform such covenants or

obligations and the City hereby consents to such fultillment and waives any right it may have to interfere therewith.

Section 9.13. Remedies Not Exclusive. No remedy herein conferred is intended to be exclusive of any other remedy or remedies, and each remedy is in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

ARTICLE X

TRUSTEE, BOND REGISTRAR, TENDER AGENT AND REMARKETING AGENT

Section 10.1. Acceptance of Trusts. The Trustee and the Bond Registrar hereby accept the respective trusts imposed upon them by this Indenture and agree to perform said trusts and all ministerial duties and obligations of the City under the Agreement and this Indenture, but only upon and subject to the following express terms and conditions:

(a) The Trustee, prior to the occurrence of an Event of Default and after any and all Events of Default which may have occurred hereunder have been cured by the appropriate party, undertakes to perform such duties and only such duties as are specitically set forth in this Indenture. If an Event of Default has occurred hereunder (which has not been cured or waived) the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

(b) The Trustee and the Bond Registrar may execute any of the trusts or powers hereof and perform any of their respective duties by or through attorneys, agents, receivers or employees, but shall, in the case of attorneys, agents, receivers or employees, not be answerable for the conduct of the same if appointed by the Trustee or the Bond Registrar in good faith and without negligence, and shall be entitled to advice of counsel concerning its duties hereunder and thereunder, and the advice of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder or thereunder in good faith in reliance thereon, and may in all cases pay such reasonable compensation to all such attorneys, agents and receivers as may reasonably be employed in connection with the trusts hereof or thereof.

(c) The Trustee and the Bond Registrar shall not be responsible for any recital herein or in the Bonds (except with respect to the certiticate of the Authenticating Agent endorsed on the Bonds and the legend required by Section 2.2 hereof), or for the validity of the execution by the City of this Indenture or any supplemental indentures hereto, or of any instmments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby. In purchasing Bonds hereunder, the Tender Agent shall be acting as a conduit and shall not be purchasing Bonds for its own account. No provision of this Indenture shall require the Tender Agent to expend or risk its own funds.

(d) The Trustee and the Bond Registrar shall not be accountable for the use of the proceeds of any Bonds authenticated or delivered hereunder. The Trustee or the Bond Registrar may become the owner of Bonds secured hereby with the same rights which it would have if it were not the Trustee or the Bond Registrar.

(e) The Trustee and the Bond Registrar shall be protected in acting upon any requisition, notice, request, consent, certiticate, order, affidavit, letter, telegram or other paper or

document believed in good faith to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee and the Bond Registrar pursuant to this Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the owner of any Bond, shall be conclusive and binding upon such owner and all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof or on registration of transfer thereof.

(f) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee and the Bond Registrar shall be entitled to rely upon a certiticate signed by a member or an authorized ofticer of the City or an Authorized Borrower Representative under the Agreement as sufticient evidence of the facts therein contained and prior to the occurrence of a default of which the Trustee has been notitied as provided in Section 10.1(h) hereof, or of which by Section 10.1(h) it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed by it to be necessary or advisable, but shall in rio case be bound to secure the same. The Trustee and the Bond Registrar may accept a certiticate of an officer of the City under the seal of the City to the effect that an authorization in the form therein set forth has been adopted by the City as conclusive evidence that such authorization has been duly adopted, and is in full force and effect.

(g) The permissive right of the Trustee and the Bond Registrar to do things enumerated in this Indenture shall not be construed as a duty and neither the Trustee nor the Bond Registrar shall be answerable for other than their negligence or willful misconduct.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except failure by the City to cause to be made any of the payments to the Trustee required to be made by Article V hereof, unless the Trustee shall be specitically notified in writing of such default by the City, the Bank or by the owners of at least a majority in aggregate principal amount of Bonds then Outstanding and all notices or other instruments required by this Indenture to be delivered to the Trustee must, in order to be effective, be delivered at the principal corporate trust oftice of the Trustee (unless otherwise provided in the Bonds and this Indenture), and in the absence of such notice so delivered the Trustee may conclusively assume there is no default except as aforesaid.

(i) At any and all reasonable times and after reasonable notice has been provided, the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect any and all of the property herein conveyed, including ail books, papers and records of the City pertaining to the Project and the Bonds.

(j) The Trustee and the Bond Registrar shall not be required to give any bond or surety in respect of the execution of said trusts and powers or otherwise in respect of the premises.

(k) Notwithstanding anything elsewhere in this Indenture and the Agreement with respect to the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture and the Agreement and the Note, the Trustee or the Bond Registrar shall have the right, but shall not be required, to demand any showings, certiticates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action, by the Trustee or the Bond Registrar deemed desirable for the purpose of establishing

the right of the City to the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(l) Before taking any action hereunder, the Trustee may require that a satisfactory indemnity bond be furnished by such owners for the reimbursement of all expenses tb which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its failure to comply with the standard of care prescribed by Section 10.1(a) hereof in the case of actions referred to in Sections 9.3, 9.4 and 9.5 hereof, and, in the case of an action referred to in Section 10.4 hereof, liability which is adjudicated to have resulted from its negligence or willful misconduct. Notwithstanding anything contained herein to the contrary, the Trustee is required to (i) draw on the Letter of Credit pursuant to its terms, (ii) make payments to bondholders in accordance with this Indenture on each Interest Payment Date, on any redemption date and at maturity, (iii) provide notices to bondholders required to be delivered hereunder and (iv) effect any mandatory tender, mandatory redemption or acceleration pursuant to Sections 9.1(d) or (e) hereof, in each case without indemnitication from any party.

Section 10.2. Fees, Charges, Indemnities and Expenses of fhe Trustee, the Bond Registrar and the City. The Trustee, the Bond Registrar and the City shall be entitled to payment and reimbursement for reasonable fees for their respective services rendered hereunder and all advances, counsel fees and other expenses reasonably made or incurred by the Trustee, the Bond Registrar and the City in connection with such services and in connection with entering into this Indenture, including any such fees and expenses incurred in connection with action taken under Article IX hereof. The Trustee, the Bond Registrar and the City shall also be entitied fo payment of their reasonable fees, charges and expenses in the event that provision for the payment of the Bonds is made pursuant to Article VIII hereof. The Trustee shall have a tirst lien for the foregoing fees, charges and expenses with the right to enforce such lien for payment prior to payment on account of principal of, premium, if any, and interest on any Bond upon the Trust Estate (other than moneys derived from a drawing under the Letter of Credit or held for the payment of particular Bonds whether or not such payment is then due and owing) for the foregoing fees, charges and expenses incurred by it. The Trustee shall have no such lien for such fees, charges and expenses on moneys in the Bond Purchase Fund or otherwise held hereunder for the payment of the purchase price of Bonds tendered or deemed to be tendered to the Trustee for purchase. Notwithstanding anything herein to the contrary, including the failure to pay fees and expenses, the Trustee shall at all times be required to (i) pay, to the extent moneys are on deposit under this Indenture and available therefor, principal of, premium, if any, and interest on the Bonds when due at maturity, upon redemption prior to maturity, accelerafion or othenwise, (ii) to make drawings under the Letter of Credit, when required to do so by the terms of this Indenture, (iii) to accelerate payment of the principal of and interest on the Bonds when required to do so by the terms of this Indenture and (iv) to cause a mandatory tender of the Bonds when required to do so by the terms of the Indenture.

Section 10.3. Notice to Bondholders if Default Occurs. If a default occurs of which the Trustee is by Section 10.1(h) hereof required to take notice or if nofice of default be given as therein provided, then the Trustee shall promptiy give written notice thereof to the Bond Registrar, the Bank, the Remarketing Agent, the Borrower and the Tender Agent, and the Bond Registrar shall promptly give written notice thereof by tirst class mail, postage prepaid, to the owner of each Bond as shown by the list of Registered Owners required by the terms of Section 5.8 hereof to be kept at the oftice of the Trustee.

Section 10.4. Infervenfion by the Trustee. In any judicial proceeding to which the City is a party which, in the opinion of the Trustee and its counsel, has a substantial bearing on the

interests of the owners from time to time of the Bonds, the Trustee may intervene on behalf of Registered Owners and shall do so if requested in writing by the owners of at least a majority of the aggregate principal amount of Bonds then Outstanding.

Section 10.5. Successor Trustee, Bond Registrar, Remarketing Agent or Tender Agent. Any corporation or association into which the Trustee, Bond Registrar, Remarketing Agent or Tender Agent may be converted or merged, or with which be consolidated, or to which any one of them may sell or transfer its corporate trust business as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, merger or consolidation to which any one of them is a party, shall be and become successor Trustee, Bond Registrar, Remarketing Agent or Tender Agent hereunder and vested with all of the title to the Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or tiling of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding. Any such successor Trustee, Bond Register, Remarketing Agent or Tender Agent shall give notice thereof to the City, the Borrower, the Bank and the Remarketing Agent.

Section 10.6. Resignation by the Trustee; Bond Registrar or Tender Agent. The Trustee, Bond Registrar or Tender Agent and any successor Trustee, Bond Registrar or Tender Agent may at any time resign from the trusts hereby created by giving 30 days' written notice by tirst class mail, postage prepaid, to the City, the Borrower, the Bank, the Remarketing Agent and the owner of each Bond as shown by the list of Registered Owners required by Section 5.6 hereof to be kept by the Bond Registrar, provided that such resignation shall only take effect when a successor Trustee, successor Bond Registrar or successor Tender Agent, as the case may be, has been appointed pursuant to Section 10.8.

Section 10.7. Removal of the Trustee, Bond Registrar or Tender Agent. The Trustee, Bond Registrar or Tender Agent may be removed at any time (subject to the appointment of a successor Trustee, successor Bond Registrar or successor Tender Agent, as the case may be, pursuant to Section 10.8 hereof), by (i) the City, at the written request of the Borrower, delivered to the Trustee, to the Bond Registrar, to the Tender Agent, to the City, to the Bank and to the Remarketing Agent, and (ii) an instrument or concurrent instruments in writing delivered to the Trustee, to the Bond Registrar, to the Tender Agent, to the City, to the Borrower, to the Bank and to the Remarketing Agent, and signed by the owners of a majority in aggregate principal amount of Bonds then Outstanding provided that no such removal shall take effect until a successor Trustee, successor Bond Registrar or successor Tender Agent, as the case may be, has been appointed pursuant to Section 10.8.

Section 10.8. Appointment of Successor Trustee, Bond Registrar or Tender Agenf by Bondholders or City. If the Trustee, Bond Registrar or Tender Agent hereunder shall give notice of resignation or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public office or oftices, or of a receiver appointed by a court, a successor may with the prior written consent of the Borrower (to the extent that no "Event of Default" shall have occurred and be continuing under the Agreement) be appointed by the owners of a majority in aggregate principal amount of Bonds then Outstanding, by an instrument or concurrent instruments in writing signed by such owners, or by their duly authorized attorneys in fact, a copy of which shall be delivered personally or sent by tirst class mail, postage prepaid, to the City, the retiring Trustee, the successor Trustee, the Bond Registrar or successor Bond Registrar, the Tender Agent or successor Tender Agent, the Borrower, fhe Bank and the Remarketing Agent. Pending such appointment by the Bondholders, the City may, with the prior

written consent of fhe Borrower (to the extent that no "Event of Default" shall have occurred and be continuing under the Agreement) appoint a temporary successor Trustee, Bond Registrar or Tender Agent by an instrument in writing signed by an authorized ofticer of the City, a copy of which shall be delivered personally or sent by tirst class mail, postage prepaid, to the retiring Trustee, the successor Trustee, the Bond Registrar or successor Bond Registrar, the Tender Agent or successor Tender Agent, the Borrower, the Bank and the Remarketing Agent. If the City fails to act pursuant to the previous sentence, the Borrower may (to the extent no "Event of Default" shall have occurred and be continuing under the Agreement) appoint a temporary successor Trustee, Bond Registrar or Tender Agent by an instrument in writing signed by an authorized ofticer of the Borrower, a copy of which shall be delivered personally or sent by tirst class mail, postage prepaid, to the City, the retiring Trustee, the successor Trustee, the Bond Registrar or successor Bond Registrar, the Tender Agent or successor Tender Agent, the City, the Bank and the Remarketing Agent. If the Registered Owners and the City or Borrower fail to so appoint a successor Trustee, Bond Registrar or Tender Agent hereunder within 45 days after the Trustee, Bond Registrar or Tender Agent has given notice of its resignation, has been removed, has been dissolved, has otherwise become incapable of acting hereunder or has been taken under control by a public ofticer or receiver, the Trustee, Bond Registrar or Tender Agent shall have the right to petition a court of competent jurisdiction to appoint a successor hereunder. Every such Trustee, Bond Registrar or Tender Agent appointed pursuant to the provisions of this Section 10.8 shall be a trust company or bank with trust powers in good standing in the state of its incorporation and have a reported capital and surplus of not less than $50,000,000 if there be such an institution willing, qualitied and able to accept the trust upon customary terms and applicable law. Notwithstanding any of the provisions of this Article X to the contrary concerning the resignation or removal of the Trustee or the appointment of a successor Trustee, no such resignation, removal or appointment shall be effective until the Bank shall have issued and delivered to the successor Trustee (i) a substitute Letter of Credit in substantially the same form as the existing Letter of Credit, but in favor of the successor Trustee, whereupon the retiring Trustee shall simultaneously return the Letter of Credit then held by it to the Bank for cancellation, or (ii) an amendment to the existing Letter of Credit, evidencing transfer thereof in all respects to the successor Trustee, to the extent permitted by law and by the terms of the Letter of Credit.

Section 10.9. Concerning Any Successor Trusfee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the City an instrument in writing accepting such appointment hereunder and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of the City, or of its successor, execute and deliver an instrument transferring to such successor all the estates, properties, rights, powers and trusts of such predecessor hereunder, and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder or thereunder to its successor. Should any instrument in writing from the City be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby or thereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder and thereunder, together with all other instruments provided for in this Article X, shall be tiled or recorded by the successor Trustee in each recording oftice where the Indenture shall have been tiled or recorded.

Section 10.10. Appointment of Successor Trustee. It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the law of the State) denying or restricting the right of banking corporations or associations to transact business as Trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture, the Agreement, the Note or the Letter of Credit, and in particular in case of the enforcement of any of them on default, or in case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies granted herein or in the Agreement or the Note to the Trustee or hold title to the properties, in trust, as herein granted, or take any other action which may be desirable or necessary in connection therewith, it may be necessary that the Trustee appoint, with the consent of the Borrower (to the extent that no *"Event of Default"* shall have occurred and be continuing under the Agreement) and the Bank, an additional individual or institution as a separate trustee or co-trustee. The following provisions of this Section 10.10 are adapted to these ends.

If the Trustee appoints an additional individual or institution as a separate trustee or co-trustee, in the event of the incapacity or lack of authority of the Trustee, by reason of any present or future law of any jurisdiction, to exercise any of the rights, powers, trusts and remedies herein granted to the Trustee or to hold title to the Trust Estate or to take any other action which may be necessary or desirable in connection there with, each and every remedy, power, right, obligation, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Indenture to be imposed upon, exercised by or voted in or conveyed to the Trustee with respect thereto shall be imposed upon, exercisable by and vest in such separate trustee or co-trustee, but only to the extent necessary to enable such separate trustee or co-trustee to exercise such powers, rights, trusts and remedies, and every covenant and obligation necessary to the exercise thereof by such separate trustee or co-trustee shall run to and be enforceable by either of them. Such separate trustee or co-trustee shall deliver an instrument in writing acknowledging and accepting its appointment hereunder to the City, the Trustee, the Borrower, the Bank and the Remarketing Agent.

Should any instrument in writing from the City be required by the separate trustee or co-trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to him or it such properties, rights, powers, trusts, duties and obligations, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City. If the City shall fail to deliver the same within 15 days of such request, the Trustee is hereby appointed attorney-in-fact for the City to execute, acknowledge and deliver such instruments in the City's name and stead. In case any separate trustee or co-trustee, or a successor to either, shall die, become incapable of acting, resign or be removed, all the states, properties, rights, powers, trusts, duties and obligations of such separate trustee or co-trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new trustee or successor to such separate trustee or co-trustee.

Section 10.11. Appointment of a Remarketing Agent. The City and the Borrower shall, with the consent of the Bank, which consent shall not be unreasonably withheld, appoint the Remarketing Agent, subject to the conditions hereinafter set forth, and the Remarketing Agent shall act as the agent of the City in determining the Variable Rate and the Fixed Rate pursuant to Section 2.2 hereof, and shall act as the agent of the Borrower in connection with the remarketing of the Bonds pursuant to Section 4.3 hereof. Merrill Lynch, Pierce, Fenner & Smith Incorporated is hereby appointed the initial Remarketing Agent. The Remarketing Agent shall designate to the Trustee its principal office and signify its acceptance of the duties and obligations imposed upon it hereunder by a written instrument of acceptance delivered to the City, the Borrower, the Trustee and the Bank (which written instrument may be the Remarketing

Agreement), under which the Remarketing Agent will agree to fultill its duties and obligations set forth in this Indenture and keep such books and records with respect to its duties as Remarketing Agent as shall be consistent with prudent industry practice and to make such books and records available for inspection by the Trustee, the City, the Borrower and the Bank at all reasonable times.

The Remarketing Agent shall be a member of the National Association of Securities Dealers, Inc., or a commercial bank chartered under the laws of the United States of America or any state thereof, having a capitalization of at least $50,000,000 and authorized by law to perform all the duties imposed upon it by this Indenture. The Remarketing Agent may at any time resign and be discharged of the duties and obligations created by this Indenture by giving at least 60 days' written notice to the City, the Borrower, the Bank and the Trustee. The Remarketing Agent may be removed at any time by the Borrower by an instrument tiled with the Remarketing Agent and the Trustee. Upon any such resignation or removal the Borrower shall, with the consent of the Bank (which consent shall not be unreasonably withheld), appoint a successor Remarketing Agent by an instrument tiled by the Borrower and the Bank with the City, the Remarketing Agent and the Trustee.

Section 10.12. Bond *Registrar, Authenticating* Agent, *Paying* Agent and Tender Agent. The Trustee is hereby appointed as and agrees to act as Bond Registrar, Paying Agent, Authenticating Agent and Tender Agent for and in respect of the Bonds.

Section 10.13. Notices to Rating Agencies. The Trustee shall provide Moody's or S&P, as appropriate, with prompt written notice following the effective date of such event of (i) the appointment of any successor Trustee, Remarketing Agent or Tender Agent, or any agent appointed by the Trustee to perform a material duty, (ii) the delivery of a substitute Letter of Credit, (iii) any material amendments to this Indenture, the Agreement, the Letter of Credit or any other document relating to this transaction to which the Trustee is a party or with respect to which the Trustee has received prior written notice, (iv) the expiration, termination or extension of any Letier of Credit, (v) the conversion of the interest rate borne by the Bonds from the Variable Rate to the Fixed Rate, or (vi) the redemption in whole or the mandatory tender of the Bonds. The Trustee shall not be liable to any party for failing to provide any notice pursuant to this Section *10.13*.

ARTICLE XI

SUPPLEMENTAL INDENTURES

Section 11.1. Supplemental Indentures Not Requiring Consent of Bond*holders*. The City and the Trustee may, without consent of, or notice to, any of the Bondholders enter into an indenture or indentures supplemental to this Indenture for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this Indenture or to make any other change, provided that no such action in the judgment of the Trustee is to the prejudice of the Registered Owners;

(b) To grant to or confer upon the Trustee for the benetit of the Bondholders any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondholders or the Trustee;

(c) To provide for an Alternate Credit Facility pursuant to Section 5.9(e) of the Agreement and to make any other change necessary to facilitate the provision of the Alternate Credit Facility;

(d) To permit fully registered Bonds to be exchanged for coupon Bonds (which may be registrable as to principal only) upon receipt by the City, the Borrower and the Trustee of an opinion of Bond Counsel to the effect that the exchange of fully registered Bonds for Bonds in coupon form is permitted by applicable law and will not have an adverse effect on the exclusion of the interest on the Bonds from gross income of the owners thereof for purposes of federal income taxation;

(e) To make further provisions for a book-entry system of registration for the Bonds;

(f) To provide for the purchase of Bonds on the open market on behalf of the Borrower from funds derived through drawings under the Letter of Credit, provided that the Borrower provide the Trustee with an opinion of Bond Counsel to the effect that any such amendment is permitted by applicable law and will not have an adverse effect on the exclusion of the interest on the Bonds from gross income of the owners thereof for purposes of federal income taxation and will not have an adverse effect on the security provided to the owners from time to time of the Bonds by this Indenture;

(g) To secure or maintain ratings from the Rating Agencies in both the highest short-term or commercial paper debt Rating Category and also in either of the two highest long-term debt Rating Categories of the applicable Rating Agency or Agencies, which changes will not restrict, limit or reduce the obligation of the Borrower to pay the principal of and premium, if any, and interest on the Bonds or otherwise materially adversely affect the Registered Owners under this Indenture, but only if there shall be supplied to the Borrower, the City, the Bank, the Trustee and the Remarketing Agent an opinion of Bond Counsel stating that the proposed modification or amendment will not adversely affect the exclusion of the interest on the Bonds from gross income of the owners thereof for purposes of federal income taxation; or

(h) To make any other change which in the sole determination of the Trustee does not materially adversely affect the owners; in making such determination the Trustee may rely on the opinion of such counsel as it may select, but only if there shall be supplied to the Borrower, the City, the Bank, the Trustee and the Remarketing Agent an opinion of Bond Counsel stating that the proposed modification or amendment will not adversely affect the exclusion of the interest on the Bonds from gross income of the owners thereof for purposes of federal income taxation.

Upon the execution of such supplemental indenture as in this Section 11.1 permitted and provided, this Indenture shall be deemed to be modified and amended in accordance therewith.

Section 11.2. Supplemental Indentures Requiring Consent of Bondholders. Exclusive of supplemental indentures covered by Section 11.1 hereof and subject to the terms and provisions contained in this Section 11.2, and not otherwise, the owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the City and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the City for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any supplemental indenture; provided that nothing in

this Section 11.2 or in Section 11.1 hereof contained shall permit, or be construed as permitting, without the consent of the owners of 100 percent in aggregate principal amount of the Bonds then Outstanding, (a) an extension of the maturity (or mandatory redemption date) of the principal of, premium, if any, or the interest on, any Bond issued hereunder, or (b) a reduction in the principal amount of, or redemption premium on, or the Variable Rate or the Fixed Rate borne by any Bond issued hereunder, except as provided in Section 2.2 hereof, or a change in the method of calculating the Variable Rate or the Fixed Rate, or (c) a change of any date upon which any Bond may be purchased in accordance with the tems thereof and the provisions of Sections 4.1 and 4.2 of this Indenture, or (d) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (e) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental indenture or for consent to any amendment, change or moditication to the Agreement as provided in Section 12.2 hereof, or (f) the creation of any lien ranking prior to or on a parity with the lien of this Indenture on the Trust Estate or any part thereof, except as hereinbefore expressly permitted, or (g) the deprivation of the owner of any Bond then outstanding of the lien hereby created on the Trust Estate.

If at any time the City shall request the Tmstee to enter into any such supplemental indenture for any of the purposes of this Section 11.2, the Trustee shall, upon being satisfactorily indemnitied with respect to expenses, cause notice of the proposed execution of such supplemental indenture to be mailed by tirst class mail, postage prepaid, to the owner of each Bond then Outstanding as shown by the list of Registered Owners required by the tems of Section 5.8 hereof to be kept at the office of the Tmstee. Such notice shall briefly set forth the nature of the proposed supplemental indenture and shall state that copies thereof are on tile at the principal corporate trust oftice of the Trustee for inspection by all Registered Owners. If, within 60 days or such longer period as shall be prescribed by the City following the mailing of such notice, the owners of not less than a majority or 100 percent, as the case may be, in aggregate principal amount of the Bonds then Outstanding shall have consented to and approved the execution thereof as herein provided, no owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such supplemental indenture as in this Section 11.2 permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

Section 11.3. Consenf of Borrower and Bank. Anything herein to the contrary notwithstanding, a supplemental indenture under this Article XI shall not become effective unless and until the Borrower (to the extent that no *"Event of Default"* shall have occurred and be continuing under the Agreement) and the Bank (provided that the Bank shall not have failed to honor a properiy presented and conforming drawing under the Letter of Credit) shall have consented in writing to the execution and delivery of such supplemental indenture. In this regard, the Trustee shall cause notice of the proposed execution of any such supplemental indenture, together with a copy of the proposed supplemental indenture, to be given by tirst class mail, postage prepaid, to the Borrower and the Bank at least 15 days prior to the proposed date of execution and delivery of any such supplemental indenture. The Borrower shall be deemed to have consented to the execution and delivery of any such supplemental indenture if the Trustee does not receive a letter of protest or objection thereto signed by or on behalf of the Borrower, as the case may be, on or before 4:30 P.M., local time, at the principal corporate trust oftice of the Trustee, on the tifteenth day after the mailing of said notice. Prior to the execution of any supplemental indenture which affects the duties of the Bond Registrar hereunder, consent must be obtained from the Bond Registrar.

Section 11.4. Notices to Remarketing Agent. The Trustee shall give written notice to the Remarketing Agent at the direction of the Borrower of any supplement or amendment to the Indenture, together with a copy of such supplement or amendment, entered into pursuant to this Article XI; provided, that the Trustee shall not be responsible for or incur any additional liability for failing to give such notice.

ARTICLE XII

AMENDMENT OF AGREEMENT AND NOTE

Section 12.1. Amendments, Efc., to Agreement and Note Not Requiring Consent of Bondholders. The City and the Trustee may, without the consent of or notice to the Registered Owners, consent to any amendment, change or modification of the Agreement (including an assignment thereof) and the Exhibits thereto and the Note as may be required (i) by the provisions of the Agreement or this Indenture; (ii) for the purpose of curing any ambiguity or formal defect or omission or in connection with any other change therein, provided, that any such action in the judgment of the Trustee will not materially adversely affect the Registered Owners; (iii) to provide for an Alternate Credit Facility pursuant to Section 5.9(e) of the Agreement and to make any other change necessary to facilitate the provision of the Alternate Credit Facility; (iv) to secure or maintain ratings from the Rating Agencies in both the highest short-term or commercial paper debt Rating Category and also in either of the two highest long-term debt Rating Categories of the applicable Rating Agency or Agencies; (v) to provide for the purchase of Bonds on the open market on behalf of the Borrower from funds derived through drawings under the Letter of Credit; and (vi) to make any other change which in the sole determination of the Trustee does not materially adversely affect the Registered Owners; in making such determination the Trustee may rely on the opinion of such counsel as it may select. With respect to any such amendment the Borrower must provide the Trustee with an opinion of Bond Counsel to the effect that any such amendment is permitted by applicable law and will not have an adverse effect on the exclusion of the interest on the Bonds from gross income of the owners thereof for purposes of federal income taxation.

Section 12.2. Amendments, Efc., to Agreement and Note Requiring Consent of Bondholders. Except for the amendments, changes or modifications as provided in Section 12.1 hereof, the City and the Trustee shall not consent to any other amendment, change or modification of the Agreement or the Note without the giving of notice and the written approval or consent of the owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding given as in this Section 12.2; provided that nothing in this Section 12.2 or in Section 12.1 hereof contained shall permit or be construed as permitting, without the consent of the owners of 100 percent in aggregate principal amount of the Bonds then Outstanding, (a) an extension of time for the payment of an amount due pursuant to Section 4.2(a) or 4.2(e) of the Agreement; (b) a reduction in the total amount due pursuant to Section 4.2(a) or 4.2(e) of the Agreement and on the Note; or (c) a reduction in the aggregate principal amount of the Bonds required for consent to such amendment, change or modification of the Agreement and the Note. With respect to any such amendment the Borrower must provide the Trustee with an opinion of Bond Counsel to the effect that any such amendment is permitted by applicable law and will not have an adverse effect on the exclusion of the interest on the Bonds from gross income of the owners thereof for purposes of federal income taxation. If at any time the City and the Borrower shall request the consent of the Trustee to any such proposed amendment, change or modification of the Agreement or the Note, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of such proposed amendment, change or modification to be given in the same manner as provided by Section 11.2 hereof with respect to

supplemental indentures. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file at the principal corporate trust office of the Trustee for inspection by all owners.

Section 12.3. Consent of Bank. Anything herein to the contrary notwithstanding, any amendment, change or modification of the Agreement or the Note under this Article XII shall not become effective unless and until the Bank, provided that the Bank shall not have failed to honor a properly presented and conforming drawing under the Letter of Credit, shall have consented in writing to the execution and delivery of such amendment, change or modification. In this regard, the City shall cause the Trustee to give notice of the proposed execution of any such amendment, change or modification, together with a copy of the proposed amendment, change or modification, to be given by the first class mail, postage prepaid, to the Bank at least 15 days prior to the proposed date of execution and delivery of any such amendment, change or modification.

Section 12.4. Notice to Remarketing Agent. The Trustee shall give written notice to the Remarketing Agent at the direction of the Borrower of any amendment or supplement to the Agreement or the Note, together with a copy of such amendment or supplement, entered into pursuant to this Article XII; provided, that the Trustee shall not be responsible for or incur any additional liability for failing to give such notice.

ARTICLE XIII

AMENDMENT AND SUBSTITUTION OF LETTER OF CREDIT

Section 13.1. Amendment of Letter of Credit. The Trustee may, without the consent of or notice to the owners of the Bonds, consent to any amendment, change or modification of the Letter of Credit or the exhibits thereto as may be required (i) for the purpose of curing any ambiguity or formal defect or omission; (ii) to obtain a credit rating on the Bonds from a Rating Agency; (iii) to effect a transfer thereof to a successor Trustee; (iv) to effect an extension of the terms thereof; (v) to effect a reduction or reinstatement thereof in accordance with its terms; or (vi) in connection with any other change which, in the judgment of the Trustee, does not adversely affect the interests of the owners of the Bonds; provided that the Trustee shall not consent to any other change, modification or amendment to the Letter of Credit without notice to and the written consent or approval of the owners of not less than 100 percent in aggregate principal amount of the Bonds then Outstanding. The Trustee shall give written notice to the Remarketing Agent at the direction of the Borrower of any amendment or supplement to the Letter of Credit, together with a copy of such amendment or supplement, entered into pursuant to this Article XIII; provided that the Trustee shall not be responsible for or incur any additional liability for failing to give such notice. The consent of the City under this Section 13.1 shall not be unreasonably withheld.

Section 13.2. Substitute Letters of Credit. The parties hereto acknowledge that the Borrower may, at its option, deliver substitute Letters of Credit to the Trustee in accordance with the provisions of Section 5.7 of the Agreement. Upon receipt by the Trustee from the Borrower of notice that the Borrower intends to deliver a substitute Letter of Credit, the Trustee shall promptly notify the Bond Registrar thereof; whereupon the Bond Registrar shall give notice of the proposed substitution to the City and the Bondholders, in the same manner provided in Section 4.2 for the giving of notices of mandatory tender, not less than 10 Business Days prior to the expected date of receipt of said substitute Letter of Credit. Such notice shall be prepared by the Trustee and submitted to the Bond Registrar, and shall (i) identify the Bank which is to

issue the substitute Letter of Credit, (ii) describe the term, principal amount and expected date of receipt of the proposed substitute Letter of Credit, and (iii) state that the City's and the Trustee's acceptance of the proposed Letter of Credit will be contingent upon fultillment of the requirements of Section 5.7(c) of the Agreement.

ARTICLE XIV

MISCELLANEOUS

Section 14.1. Consents, *Etc.*, of Bondholders. Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the owners may be in any number of concurrent documents and may be executed by such owners in person or by agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for ariy of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken by it under such request or other instrument, namely:

(a) The fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgment within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or by an aftidavit of any witness to such execution, or in any manner satisfactory to the Trustee.

(b) The fact of ownership of Bonds and the amount or amounts, numbers and other identitication of such Bonds, and the date of owning the same shall be proved by the registration books of the City maintained by the Trustee pursuant to Section 2.8 hereof.

In determining whether the owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds owned by the Borrower or any person related to the Borrower shall be disregarded and deemed not to be Outstanding under this Indenture, except that in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Trustee knows to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Bonds arid that the pledgee is not the Borrower.

Notwithstanding the foregoing paragraph, Bonds owned by the Borrower or any person related to the Borrower shall be deemed to be Outstanding under the Indenture if all the Bonds Outstanding at the time are owned by the Borrower; provided that in such event the Borrower may not consent to any supplement to this Indenture that would adversely affect the validity of the Bonds or the exclusion of the interest on the Bonds from gross income of the owners thereof for purposes of federal income taxation; and provided further, that if a supplement to this Indenture is executed at a time when the Borrower or any person related to the Borrower are the owners of all the Outstanding Bonds, Bond Counsel shall render an opinion that the execution of the supplement to this Indenture does not have an adverse effect on the validity of the Bonds or the exemption of the interest thereon from gross income of the owners thereof for purposes of federal income taxation.

Section 14.2. Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended br shall be construed to give to any person or borrower other than the parties hereto, the Borrower, the Remarketing Agent, the Bank, the Bond Registrar and the owners of the Bonds, any legal or equitable right, remedy or claim under or with respect to this Indenture or any covenants, conditions and provisions therein contained, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the Borrower, the Remarketing Agent, the Bank, the Bond Registrar and the owners from time to time of the Bonds as herein provided.

Section 14.3. HUD and GNMA Requirements to Control. Notwithstanding anything in this Indenture to the contrary, the provisions of this Indenture and the Financing Agreement are subject and subordinate to the National Housing Act, all applicable HUD insurance regulations and related administrative requirements and the Mortgage Loan Documents and all applicable GNMA regulations and related administrative requirements; and in the event of any conflict between the provisions of this Indenture or the Loan Agreement and the provisions of the National Housing Act, any applicable HUD regulafions, related administrafive requirements and the Mortgage Loan Documents, any applicable GNMA regulations and related administrative requirements, the said National Housing Act, HUD regulafions, related administrative requirements and Mortgage Loan Documents, and the said GNMA regulations and related administrative requirements shall be controlling in all respects.

Section 14.4. HUD Regulations. Notwithstanding anything in this Indenture to the contrary, the Issuer, its designee or any person shall not and cannot acquire or succeed to the general partner's interest in Borrower or exercise the general partner's rights or powers as the sole general partner of the Borrower unless and until the Issuer, its designee or any Person first complies with all HUD requirements pertaining to transfers of physical assets and has received HUD's written approval. Prior to HUD's determination that the requirements pertaining to a transfer of physical assets have been safisfied, neither the Issuer, its designee nor any Person will assert any claim against the HUD Project (HUD Project No. _____) or interest in the Borrower by reasons of the provisions of this Indenture and/or the Financing Agreement. Except as otherwise set forth herein or in the Financing Agreement, any claims asserted against the HUD Project shall not be a personal liability of the Borrower but shall instead be a limited obligation payable solely from the Borrower's interest in and Surplus Cash revenues derived from the Project Facilities (as defined in the Agreement) and from the payments made by the Bank to the Trustee on behalf of the Borrower under the Letter of Credit.

Section 14.5. Enforcement Not to Affect Mortgage Loan or GNMA Security. Notwithstanding any provision in this Agreement to the contrary, enforcement of this Indenture and the Financing Agreement will not result in any claim under the Mortgage Loan, or claim against the Project, the Mortgage Loan proceeds, any reserve or deposit made with the Mortgagee or another Person required by HUD in connecfion with the Mortgage Loan, or against the rents or other income from the Project (other than available "Surplus Cash," as defined in the HUD Regulatory Agreement) for payment hereunder.

Section 14.6. Notices. Unless otherwise specifically provided herein, all notices, certificates or other communicafions shall be sufficiently given and shall be deemed given when the same are (a) deposited in the United States mail and sent by first class mail, postage prepaid, or (b) delivered, in each case, to the parties at the addresses set forth below or at such other address as a party may designate by notice to the other parties:

If to the City:

City of Chicago
Department of Housing
33 North LaSalle Street
Suite 1100
Chicago, Illinois 60602
Attention: Commissioner, Department of Housing
Phone: (312) 742-0871
Fax: (312) 742-1396

With copies to:

City of Chicago
Office of the Corporation Counsel
City Hall - Room 600
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Finance and Economic Development Division
Phone: (312) 744-1574
Fax: (312) 744-1887

and to:

City of Chicago
Department of Finance - Financial Policy
33 North LaSalle Street
Chicago, Illinois 60602
Attention: Deputy Comptroller
Phone: (312) 744-7106
Fax: (312) 744-4877

If to the Borrower:

Community Housing Partners XV L.P.
c/o Chicago Community Development Corporation
36 South Wabash Avenue
Suite 1310
Chicago, Illinois 60603
Attention: _____
Phone: _____

With a copy to:

Duane Morris LLP
190 S. LaSalle Street
Suite 3700
Chicago, Illinois 60603
Attention: Douglas Antonio
Phone: 312-499-6772
Fax: 312-277-1091

and

_____
_____
_____
Attention: _____
Phone: _____
Fax: _____

If to the Trustee:

Seaway Bank and Trust Company
645 East 87th Street
Suite 500
Chicago, Illinois 60619
Attention: Lois Jenkins
Phone: 773-602-4156
Fax: 773-846-4246

If to the Bank:

Harris N.A.
c/o Bank of Montreal
Trade Finance Services Department, 3rd Floor
International Operations Services
234 Simcoe Street
Toronto, Ontario, Canada M5T IT4
Attention: Manager, U.S. L/C Processing Unit
Phone: (877) 801-7787
Fax: (877) 801-0414

Harris N.A.
111 West Monroe Street, 2nd Floor East
Chicago, Illinois 60603
Attention: _____
Phone: _____
Fax: _____

With a copy to:

Albert Whitehead, P.C.
10 North Dearborn, Suite 600
Chicago, Illinois 60602
Attention: Gregory C. Whitehead
Phone: (312) 357-6300
Fax: (312) 357-6320

[If to the Remarketing Agent:

Merrill Lynch, Pierce, Fenner & Smith Incorporated
4 World Financial Center, 11th Floor
New York, New York 10080
Attention: Municipal Markets Department
Phone: (212) 449-5101
Fax: (646) 736-6960

If to S&P: Attn: Muni Structured Finance
55 Water Street, 38th Floor
New York, New York 10041
Phone: (212) 438-2000
Fax: (212) 438-2157
pubfin_structured@sandp.com

A duplicate copy of each nofice, certificafe or other communicafion given hereunder by either the City or the Borrower to the other shall also be given to the Trustee, the Remarketing Agent and the Bank.

Section 14.7. Paymenfs Due on Non-Busfness Days. In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bonds or the date for payment of the purchase price of any Bonds tendered or deemed to be tendered for purchase is not a Business Day, then payment of the principal, premium, if any, or interest or purchase price need not be made on such date, but may be made on the immediately following Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption or the date for payment of the purchase price, and no interest shall accrue for the period after such date.

Section 14.8. Action by Borrower Wherever it is herein or in the Agreemenf provided or permitted for any acfion to be taken by the Borrower, such action may be taken by an Authorized Borrower Representative as defined in the Agreement, unless the context clearly indicates otherwise.

Section 14.9. Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 14.10. Applicable Provisions of Law. This Indenture shall be governed by and construed in accordance with the laws of the State; provided that the rights, duties and immunities and standard of care of the Trustee and the Bond Registrar shall be governed by and construed in accordance with the laws of the state in which their respective principal corporate trust offices are located.

Section 14.11. Captions. The captions or headings in this Indenture are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Indenture.

Section 14.12. References fo Bank and Letter of Credit. At any time while the Letter of Credit is not in effect and all amounts payable under the Reimbursement Agreement have been paid, all references herein to the Bank and the Letter of Credit shall be ineffective.

Section 14.13. Provisions for Payment of Expenses. The City shall not be obligated to execute any documents or take any other action under or pursuant to this Indenture, the Agreement or any other document in connection with the Bonds unless and until provision for the payment of expenses of fhe City shall have been made. Provisions for expenses shall be deemed to have been made upon arrangements reasonably satisfactory to the City for the provision of expenses being agreed upon by the City and the party requesfing such execution.

Section 14.14. Severability. If any provision of this Indenture shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

Section 14.15. Third Party Beneficiary. The Trustee and the City acknowledge that so long as the Letter of Credit is in effect or any amount remains payable under the Reimbursement Agreement, the Bank shall be an express third party beneficiary of the provisions of this Indenture, with the power to enforce the same.

IN WITNESS WHEREOF, the City of Chicago and Seaway Bank and Trust Company have caused this Trust Indenture to be executed in their respective names and attested by their duly authorized officers, all as of the day first above written.

CITY OF CHICAGO

By _____
Chief Financial Officer

SEAWAY BANK AND TRUST COMPANY, as Trustee, Paying Agent and Bond Registrar

By _____
Vice President

EXHIBIT A
(FORM OF REQUISITION CERTIFICATE)

Requisition No_____
Date_____

REQUISITION CERTIFICATE

TO: SEAWAY BANK AND TRUST COMPANY AS TRUSTEE UNDER THE SERIES 2011B TRUST INDENTURE DATED AS OF _____ 1, 2011, FROM CITY OF CHICAGO TO THE TRUSTEE, AND SERIES 2011B LOAN AGREEMENT DATED AS OF _____ 1, 2011, BETWEEN THE CITY AND THE BORROWER.

The undersigned hereby requests that the following amounts be paid to the following payees for the following Costs of the Project as detined in the above-mentioned Loan Agreement:

Amount	Payee and Address	Description

I hereby state and certify that: (i) the amounts requested are or were necessary and appropriate in connection with the acquisition, construction, rehabilitation and equipping of the Project, have been properiy incurred and are a proper charge against the Acquisition and Construction Fund, and have been paid, or are justly due to the persons whose names and addresses are stated above, and have not been the basis of any previous requisition from the Acquisition and Construction Fund, and that such amounts are costs which can be capitalized for federal income tax purposes to the extent required by Section 142 of the Internal Revenue Code of 1986, as amended, (ii) as of this date, except for the amounts specitied above, there are no outstanding statements which are due and payable for labor, wages, materials, supplies or services in connection with the acquisition, purchase, construction and installation of said buildings and improvements which, if unpaid, might become the basis of a vendors, mechanics, laborers, materialmens, statutory or similar lien upon the Project or any part thereof; (iii) no part of the several amounts paid or due as stated above has been or is being made the basis for the withdrawal of any moneys from the Acquisition and Construction Fund in any previous or pending application for payment made pursuant to the Loan Agreement; (iv) payment of this Requisition will not breach any limitation on disbursements contained in the Project Certificate (as detined in the Loan Agreement); (v) the amount remaining in the Acquisition and Construction Fund after payment of the amount(s) requested in this Requisition, the reasonable estimate of investment income thereon, plus funds of the Borrower available for such purpose will, after payment of the amount(s) requested hereby, be sufficient to pay the cost of completing the Project; and (vi) the amount(s) requested hereby are "Costs" permitted by the Agreement and the Indenture.

COMMUNITY HOUSING PARTNERS XV L.P., an Illinois limited partnership

By: _____, an Illinois not-for-profit corporation and its general partner

By: _____
_____

Approved:

Harris N.A.

By _____
Title _____

EXHIBIT D
Form of Financing Agreement

(See Attached)

FINANCING AGREEMENT

by and among

CITY OF CHICAGO

and

SEAWAY BANK AND TRUST COMPANY,
as Trustee

and

COMMUNITY HOUSING PARTNERS XV L.P.,
as Borrower

Dated as of _____ 1, 2011

TABLE OF CONTENTS

Page

ARTICLE I DEFINITIONS 1

Section 1.1. Detinitions 1

Section 1.2. Interpretation 1

ARTICLE II REPRESENTATIONS AND WARRANTIES 2

Section 2.1. Representations and Warranties of Issuer 2

Section 2.2. Representations and Warranties of Borrower 2

ARTICLE III BOND PROCEEDS 4

Section 3.1. Application of Bond Proceeds 4

Section 3.2. The GNMA Security; Disbursements From the Project Fund. 4

Section 3.3. Payments by Borrower 6

Section 3.4. Sufticiency of the Project Fund 8

Section 3.5. Investment pf Moneys 8

ARTICLE IV ADDITIONAL COVENANTS AND AGREEMENTS 8

Section 4.1. FHA Regulations Control 8

Section 4.2. Inspections 8

Section 4.3. Reports and Information 9

Section 4.4. Assignment 9

Section 4.5. Use of Proceeds 9

Section 4.6. Indemnitication. 9

Section 4.7. Fees 10

Section 4.8. Establishment of Completion Date 10

Section 4.9. Continuing Disclosure 11

Section 4.10. Recordation and Filing 11

Section 4.11. Purchase of Issuer's Bonds 11

Section 4.12. Covenants to City 11

ARTICLE V EVENTS OF DEFAULT; REMEDIES 12

Section 5.1. Events of Default; Remedies 12

Section 5.2. Termination by the Issuer 12

ARTICLE VI MISCELLANEOUS 13

Section 6.1. Notice 13

Section 6.2. Successors and Assigns 14

Section 6.3. Governing Law 15

TABLE OF CONTENTS
(continued)

Page

Section 6.4. Captions 15
Section 6.5. Severability 15
Section 6.6. Counterparts 15
Section 6.7. Limited Liability of Borrower 15
Section 6.8. No Liability of Issuer 15
Section 6.9. Enforcement Not to Affect Mortgage Loan or GNMA Security 15
EXHIBIT A BORROWER'S CERTIFICATE TO GNMA ISSUER AND TRUSTEE 1

FINANCING AGREEMENT

THIS FINANCING AGREEMENT (this "Agreement"), dated as of _____ 1, 2011, by and among the CITY OF CHICAGO, a municipality and home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois (the "Issuer"), COMMUNITY HOUSING PARTNERS XV L.P., an Illinois limited partnership (the "Borrower"), and SEAWAY BANK AND TRUST COMPANY, a trust company duly organized and existing under the laws of the State of Illinois, as trustee (the "Trustee") under that certain Trust Indenture dated as of _____ 1, 2011, from the Issuer to the Trustee securing the Bonds described below (the "Indenture").

WITNESSETH:

For and in consideration of the mutual covenants and representations hereinafter contained, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1. Definitions. Terms used in this Agreement and detined in the Indenture shall have the meanings given to such terms in the Indenture. In addition, unless otherwise expressly provided herein, or unless the context clearly requires otherwise, the following terms shall have the respective meanings set forth below:

"Mortgagee" means Enterprise Community Investment, Inc., and its successors and assigns.

"Mortgage Insurance" means the mortgage insurance with respect to the Mortgage Loan issued by FHA under Section 221(d)(4) of the National Housing Act.

"Mortgage Loan" means the Mortgage Loan with respect to the Project endorsed for Mortgage Insurance by FHA pursuant to Section 221(d)(4) of the National Housing Act.

"Permitted Encumbrances" means, as of any particular date, those encumbrances approved by FHA in connection with the initial endorsement of the Mortgage Note for Mortgage Insurance.

"Schedule of Subscribers and GNMA Guaranty Agreement" means HUD form of Schedule of Subscribers and GNMA Guaranty Agreement (HUD-11705) or any replacement form issued by HUD.

Section 1.2. Interpretation. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number, and vice versa, unless the context shall otherwise indicate. References to Articles, Sections and other subdivisions of this Agreement are to the Articles, Sections and other subdivisions of this Agreement as originally executed. The headings of this Agreement are for convenience and shall not detine or limit the provisions hereof.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of Issuer. The Issuer represents and warrants that:

(a) The Issuer is a municipality and home rule unit of government duly organized and validly existing under the Constitution and the laws of the State. The Issuer is authorized to execute and deliver this Agreement, the Regulatory Agreement and the Indenture, and to carry out its obligations hereunder and thereunder.

(b) The Issuer has issued the Bonds for the purpose of tinancing a portion of the Project Costs.

(c) To the knowledge of the undersigned representatives of the Issuer, neither the execution and delivery of the Bonds, this Agreement, the Regulatory Agreement or the Indenture, the consummation of the transactions contemplated hereby and thereby, nor the fultillment of or compliance with the terms, conditions or provisions of the Bonds, this Agreement, the Regulatory Agreement or the Indenture contiict with or result in a material breach of any of the terms, conditions or provisions of any agreement, instrument, judgment, order, or decree to which the Issuer is now a party or by which it is bound, or constitute a material default under any of the foregoing.

Section 2.2. Representations and Warranties of Borrower. The Borrower represents and warrants that:

(a) The Borrower (i) is a limited partnership duly organized and validly existing under the laws of the State, and is qualitied to transact business under the laws of the State, and (ii) has the power and authority to carry on its properties and assets, and to carry out its business as now being conducted by it, and as contemplated by this Agreemenf, the Tax Agreement, the Regulatory Agreement, the Continuing Disclosure Agreement and the Mortgage Loan Documents.

(b) The Borrower has been duly authorized to execute and deliver this Agreement, the Regulatory Agreement, the Tax Agreement, the Continuing Disclosure Agreement and the Mortgage Loan Documents.

(c) The execution and delivery by the Borrower of this Agreement, the Regulatory Agreement, the Tax Agreement, the Continuing Disclosure Agreement and the Mortgage Loan Documents will not violate any provision of any presently existing law, rule or regulation, any order of any court or other agency or government, or any provision of any document or instrument to which the Borrower is a party the effect of which would materially and adversely affect the ability of Borrower to perform its obligations under this Financing Agreement.

(d) There is no action, suit or proceeding at law or in equity, or by or before any governmental instrumentality or other agency, now pending, or, to the best knowledge of Borrower, threatened against or affecting the Borrower, or any of the properties or rights of the Borrower, which, if adversely determined, would materially impair the right of the Borrower to carry on its business substantially as now being conducted by it, and as contemplated by this Agreement, the Regulatory Agreement, the Tax Agreement, the Continuing Disclosure

Agreemenf and the Mortgage Loan Documents, or would materially and adversely affect the financial condition of the Borrower.

(e) The operation of the Project in the manner presently contemplated and as described in this Agreement, the Regulatory Agreement, the Tax Agreement and the Mortgage Loan Documents will not conflict with any existing zoning, water, air pollution or other existing ordinance, order, law or regulation applicable thereto.

(f) The Borrower has tiled or caused to be tiled all federal, state and local tax returns which are required to be tiled, and has paid or caused to be paid all taxes as shown on said returns or on any assessment received by it, to the extent that such taxes have become due.

(g) The Borrower is not in default in the performance, observance or fultillment of any of the obligations, covenants or conditions contained in any agreement or instrument to which it is a party, which default would adversely affect the Project or the Borrower's ability to perforh its obligations under any agreement related to the tinancing of the Project.

(h) The estimated cost of acquiring, rehabilitating and equipping the Project, inclusive of tinancing costs, is in excess of $_____.

(i) At least 95% of the net proceeds of the Bonds will be used to tinance Qualitied Project Costs which constitute a "qualitied residential rental project" within the meaning of Section 142(d) of the Code and such costs will have been paid with respect to work performed or materials purchased on or after the date which is sixty days prior to the date of the Inducement Ordinance.

(j) The average maturity of the Bonds does not exceed 120% of the average reasonably expected economic life of the Project determined in accordance with Section 147(b) of the Code.

(k) Neither the Borrower nor any "related person" (within the meaning of the Code) will acquire, pursuant to any arrangement, formal or informal, any of the Bonds.

(l) Less than 25% of the net proceeds of the Bonds will be used for the acquisition of the land on which the Project is located.

(m) None of the proceeds of the Bonds will be used to provide any airplane, skybox or other private luxury box, health club facility, any facility primarily used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises, and none of the proceeds of the Bonds will be used for the acquisition of land to be used for farming or industrial park purposes.

(n) Until payment in full of all of the Bonds, unless the Trustee shall otherwise consent in writing, it will not incur, create, assume or suffer to exist any mortgage, pledge, security interest, lien, charge or other encumbrance of any nature on the Project or the Trust Estate other than (i) any liens, taxes or other governmental charges which are not yet due and payable, (ii) any pledge of the interests of the partners of the Borrower in connection with either the syndication of any federal low income housing tax credits allocated for the Project or the City of Chicago Multi-Family Housing Revenue Bonds (Hazel Winthrop Apartments) Series 2011B,

(iii) any lien, including, but without limiting the generality of the foregoing, mechanics' liens, or other liens resulting from a good-faith dispute on the part of the Borrower, which dispute the Borrower agrees to resolve diligently, or which liens are insured over by a title insurance company reasonably acceptable to FHA, (iv) the Mortgage Loan Documents, the Regulatory Agreement, the HUD Regulatory Agreement, (v) other liens or encumbrances contemplated by the approving ordinance adopted by the Issuer effective _____, 2011 in connection with the issuance of fhe Bonds or othenwise approved by FHA, (vi) such other pledges as may be approved in writing by the Issuer and/or Trustee, (vii) any mortgage, lien or other encumbrance granted on or prior to the date of issuance of the Bonds to the City as security for loans, grants, tax increment tinancing provided or allocated by any such entity to tinance a portion of the Qualified Project Costs, and (viii) the extended use agreement required pursuant to Section 42 of the Code in connection with the aforementioned federal low income housing tax credits.

(o) The Indenture has been submitted to the Borrower for its examination, and the Borrower acknowledges, by execution of this Agreement, that it has reviewed and approved the Indenture.

(p) Borrower has not taken, or permitted to be taken on its behalf, and agrees that it will not take, or permit to be taken on its behalf, any action which would adversely affect the exclusion from gross income for federal income tax purposes of the interest paid on the Bonds, and that it will make and take, or require to be made and taken, such acts and tilings as may from time to time be required under the Code to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds, including maintaining continuous compliance with the requirements of Section 142 of the Code.

(q) If the Borrower becomes aware of any situation, event or condition which would result in the interest of the Bonds becoming includable in gross income for federal income tax purposes, the Borrower shall promptly give written notice thereof to the Issuer and the Trustee.

ARTICLE III
BOND PROCEEDS

Section 3.1. Application of Bond Proceeds. In order to enable the Issuer to provide funds to tinance the Mortgage Loan made to tinance the Project, the Issuer has issued and delivered the Bonds to the purchasers thereof, and has caused to be deposited the net proceeds thereof with the Trustee for application in accordance with the provisions of the Indenture and this Agreement.

Section 3.2. The GNMA Security; Disbursements From the Project Fund.

(a) *Initial CLC*. The obligation of the Trustee to acquire the Initial CLC on behalf of the Issuer is subject to Section 4.03(b) of the Indenture and receipt on or before the date of acquisition of such Initial CLC by the Trustee of the following documents:

(i) the Initial CLC issued to the Trustee in a principal amount not to exceed amounts available in the Project Fund as of the date of delivery of the CLC, bearing interest at the Pass-Through Rate, maturing on the CLC Maturity Date, and delivered to the Trustee within 30 days of its date of issuance (which shall be fhe tirst day of a month);

(ii) a certificate in the form attached hereto as ***Exhibit A*** executed by an Authorized Borrower Representative certifying, among other things, that 95% of the amount of the CLC represents Qualified Project Costs, that purchase of the CLC is a proper charge against the Project Fund, that the costs incurred by the Borrower are presently due and have not been previously paid or requisitioned;

(iii) a copy of the Application for Insurance of Advances of Mortgage Proceeds pertaining to the Initial Advance, executed by the GNMA Issuer and approved by FHA;

(iv) a GNMA prospectus relating to the GNMA Security;

(v) a copy of the executed and recorded Mortgage certified by the title company;

(vi) a copy of the executed Mortgage Note initially endorsed by FHA evidencing the Mortgage Loan;

(vii) a copy of an ALTA Lender's Policy of title insurance issued with respect to the Project showing the Regulatory Agreement to have a priority immediately subordinate to the Mortgage, HUD Regulatory Agreement and any related UCC Financing Statements and assignment of rents and leases to the GNMA Issuer; and

(viii) the original or certified copy of the executed and recorded Regulatory Agreement.

(b) Subsequent CLCs. After acquisition of the Initial CLC and except for the disbursement relating to the Final Advance, the Trustee shall make periodic advances of moneys available in the Project Fund to the GNMA Issuer, on behalf of the Borrower, to acquire subsequent CLCs, but only in accordance with the conditions of Section 4.03(b)(iii) of the Indenture and the terms and provisions of the Purchase and Sale Agreement and this Agreement.

The obligation of the Trustee to make interim advances to acquire subsequent CLCs is further subject to the timely receipt by the Trustee of all payments due on previously delivered CLCs, and is also subject to the receipt of the following documents, on or before the date any interim advance is made by the Trustee:

(i) a certificate in the form attached hereto as ***Exhibit A*** executed by an Authorized Borrower Representative certifying, among other things, that 95% of the amount of the CLC to be acquired represents Qualified Project Costs, that purchase of such CLC is a proper charge against the Project Fund, that the costs incurred by the Borrower are presently due and payable and have not been previously paid or requisitioned; and

(ii) the relevant CLC (which shall be delivered simultaneously with such interim advance).

The Trustee shall review each CLC delivered to it in connection with the initial advance and each interim advance to ensure that (i) the amount of such CLC, when added to all previous CLCs issued to the Trustee, does not exceed $_____, (ii) such CLC bears

interest at the Pass-Through Rate, (iii) such CLC matures on _____ 15, 2014 (unless otherwise extended pursuant to Secfion 403(c) of the Indenture), and (iv) such CLC is delivered to the Trustee by the last day of the month in which it was issued.

(c) Delivery of PLC. The Trustee shall deliver as requested by the GNMA Issuer its authorization to cancel all CLCs held by it upon issuance by the GNMA Issuer and delivery of the PLC on the PLC Delivery Date and upon receipt by the Trustee of a Schedule of Subscribers and GNMA Guaranty Agreement and written assurance from the GNMA Issuer that it will proceed to submit to GNMA the finally endorsed Mortgage Note; provided, however, that the CLCs shall not be so cancelled if the principal balance of the Mortgage Note as of the PLC Delivery Date is less than the aggregate principal amount of such CLCs unless the GNMA Issuer has paid to the Trustee, as a partial prepayment of such CLCs, an amount equal to the difference between the then current outstanding principal balance of the Mortgage Note as of the PLC Delivery Date and the aggregate principal amount of the CLCs.

The obligafion of the Trustee to acquire the PLC is subject to Secfion 4.03(b)(iv) of the Indenture and receipt of the following documents:

(i) written evidence from the GNMA Issuer that the PLC will be issued to the Trustee in the principal amount equal to the amortized principal amount of the Mortgage Loan with a final maturity date no later than 480 months from the Commencement of Amortization and in no event later than _____ 20, 2053, will be dated no later than the first day of the month in which the CLCs mature and will be delivered no later than the last day of the month in which it is issued and will bear interest at the Pass-Through Rate;

(ii) the final certificate in the form attached hereto as ***Exhibit A*** executed by an Authorized Borrower Representafive certifying, among other things, that at least 95% of the amount of the PLC represents Qualified Project Costs, the principal amount of the PLC in excess of the aggregate principal amount of the CLCs is a proper charge against the Project Fund and that the principal amount of the PLC in excess of the aggregate principal amount of the CLCs represents the payment of an obligation incurred by the Borrower presently due and payable and not previously paid or requisifioned;

(iii) an executed counterpart of the Schedule of Subscribers and GNMA Guaranty Agreement and a certificate of the GNMA Issuer to the effect that (A) such Schedule of Subscribers and GNMA Guaranty Agreement has been duly authorized, executed and delivered by the GNMA Issuer, and constitutes a valid and binding obligation of the GNMA Issuer and GNMA, and (B) the PLC upon its issuance will constitute a valid and binding obligation of GNMA, enforceable in accordance with its terms;

(iv) a copy of the executed and approved Application for Insurance of Advances of Mortgage Proceeds pertaining to such final advance; and

(v) a GNMA prospectus relating to the GNMA Security.

Section 3.3. Payments by Borrower. In addition to all payments required to be made with respect to the Mortgage Note, the Borrower agrees to make the following addifional payments, to the extent not paid pursuant to the Mortgage Note:

(a) All taxes and assessments of any type or character charged to the Issuer or to the Trustee affecting the amount available to the Issuer or the Trustee to pay the principal of or interest on the Bonds or in any way arising due to the transactions contemplated hereby (including taxes and assessments assessed or levied by any public agency or governmental issuer of whatsoever character having power to levy taxes or assessments) but excluding franchise taxes based upon the capital and/or income of the Trustee and taxes based upon or measured by the net income of the Trustee; provided, however, that the Borrower shall have the right to protest any such taxes or assessments and to require the Issuer or the Trustee, at the Borrower's expense, to protest and contest any such taxes or assessments assessed or levied upon them and that the Borrower shall have the right to withhold payment of any such taxes or assessments pending disposition of any such protest or contest unless such withholding, protest or contest would adversely affect the rights or interests of the Issuer or the Trustee or the respective liens of the Indenture or the Mortgage.

(b) To the extent the amount on deposit in the Bond Fund pursuant to Section 4.04 of the Indenture is insufficient to pay the fees of the Trustee, the dissemination agent under the Continuing Disclosure Agreement or fhe rebate analyst, the Borrower shall, not later than tive days after notiftcation from the Trustee of such deticiency, pay such amount to the Trustee, the dissemination agent or the rebate analyst, as appropriate.

(c) All fees, expenses and responsibilities of the Borrower to the GNMA Issuer, if any, or of either the Borrower or the GNMA Issuer to FHA or GNMA in connection with the Mortgage Loan, which obligations shall be the obligations of the Borrower or the GNMA Issuer, as the case may be, and shall not be the obligations of the Issuer.

(d) All fees and expenses required to obtain an extension of the CLC Maturity Date and the PLC Delivery Date under Section 4.03 of the Indenture, and Borrower agrees to deposit with the Trustee for deposit in the Bond Fund the estimated amount at the time of the request for the extension and the actual required amount of such fees and expenses before the extension is granted.

(e) In the event the Borrower is in default under any provision of this Agreement, the Mortgage Loan Documents (subject to the nonrecourse, notice and cure provisions thereof) or the Regulatory Agreement, to the Issuer, the Trustee and the GNMA Issuer all reasonable fees and disbursements by such persons and their agents (including attorneys' fees and expenses) which are reasonably connected therewith or incidental thereto, except to the extent such fees and disbursements are paid from moneys available therefor under the Indenture.

(f) Upon the written demand of the Trustee, to the Trustee, on behalf of the Issuer, any amount required to be rebated to the United States of America pursuant to Sections 4.07 and 5.06 of the Indenture, to the extent that funds are not available therefor under the Indenture; provided, however, that such obligation shall be payable from "Surplus Cash" (as detined in the HUD Regulatory Agreement) and from no other source. If "Surplus Cash" is not available for such purpose, the General Partner shall pay such amounts. The obligation of the General Partner to make such payments shall be a recourse obligation of the General Partner, and no lien or claim shall be made by such General Partner against the revenues and assets of the Project except from "Surplus Cash" to the extent available. The General Partner's obligation to make such payments shall be evidenced by the General Partner's execution and acceptance of this Agreement.

(g) Any amounts required to be paid in connection with the redemption of Bonds pursuant to Section 3.01 of the Indenture.

Section 3.4. Sufficiency of the Project Fund. THE ISSUER DOES NOT MAKE ANY WARRANTY, EITHER EXPRESS OR IMPLIED, THAT THE MONEYS DEPOSITED UNDER THE INDENTURE AND AVAILABLE FOR THE PURPOSES THEREIN SPECIFIED WILL BE SUFFICIENT TO PAY ALL OF THE COST THEREOF. The Borrower agrees that if after disbursement of all the moneys in the Project Fund, the Borrower should pay any cost relating to the Project, the Borrower shall not be entitled to any reimbursement therefor from the Issuer, the Trustee, or the holders of the Bonds, except to the extent the Issuer has agreed in writing.

Section 3.5. Investment of Moneys. Any moneys held as part of the Project Fund, the Bond Fund, the Reserve Fund or the Costs of Issuance Fund under the Indenture shall initially be invested and reinvested by the Trustee in Qualitied Investments, as provided in Section 4.08 of the Indenture. The Borrower has reviewed those provisions of the Indenture relating to investment of funds held under the Indenture and the use of such investment earnings, and has directed the initial investment of funds deposited to the Project Fund, the Bond Fund, the Reserve Fund or the Costs of Issuance Fund, and hereby approves of the same. The Issuer, the Trustee and the Borrower jointiy and severally covenant (to the extent of their control over such matters) that the use of the proceeds of the Bonds, including any moneys held as part of any fund under the Indenture and any other amounts received by the Issuer in respect to property directly or indirectly tinanced with the proceeds of the Bonds, and proceeds from interest earned on the investment and reinvestment of such fund and proceeds, shall be invested or otherwise used and shall be restricted in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time of issuance of the Bonds, so that the Bonds will not constitute "arbitrage bonds" within the meaning bf Section 148 of the Code.

ARTICLE IV
ADDITIONAL COVENANTS AND AGREEMENTS

Section 4.1. FHA Regulations Control. Notwithstanding anything in this Agreement to the contrary, the provisions of this Financing Agreement and the Indenture are subject and subordinate to the National Housing Act, all applicable HUD insurance regulations and related administrative requirements and the Mortgage Loan Documents and all applicable GNMA regulations and administrative requirements; and in the event of any conflict between the provisions of this Financing Agreement or the Indenture and the provisions of the National Housing Act, any applicable HUD regulations, related administrative requirements and the Mortgage Loan Documents, any applicable GNMA regulations and related administrative requirements, the said National Housing Act, HUD regulations, related administrative requirements and Mortgage Loan Documents and the said GNMA regulations and related administrative requirements shall be controlling in all respects. In the event that the consent of FHA is required by such rules and regulations iri order for the Issuer or the Trustee to exercise any remedy hereunder, such consent shall be obtained prior to the exercise of such remedy.

Section 4.2. Inspections. All equipment, buildings, plans, oftices, apparatus, devices, books, contracts, records, documents, and other papers relating to the Project shall at all times be maintained in reasonable condition for proper audit, and shall, upon at least 48 hours prior written notice and during regular business hours, be subject to examination and inspection at any reasonable time by the Issuer, the Trustee or their authorized agents.

Section 4.3. Reports and Information. At the request of the Issuer or the Trustee, their agents, employees or attorneys, the Borrower shall furnish to the Issuer and the Trustee, concurrently with delivery to FHA or HUD, copies of any reports and information furnished to FHA or HUD pursuant to the Mortgage Loan Documents. Additionally, the Borrower shall furnish to the Issuer and the Trustee, if so requested, such information as may be reasonably requested in writing from time to time relative to compliance by the Borrower with the provisions of this Agreement and the Regulatory Agreement.

Section 4.4. Assignment. No transfer of title to the Project shall be made unless (1) FHA consents to such transfer, as long as the Mortgage Loan is insured or held by FHA, (2) the GNMA Issuer consents to such transfer, as long as any GNMA Security is outstanding, and (3) the transferee assumes all of the duties of the Borrower under this Agreement, the Continuing Disclosure Agreement, the Regulatory Agreement and the Mortgage Loan Documents, provided that such assumption may contain an exculpation of the assignee from liability with respect to any obligation hereunder except for the General Partner's obligations under Section 3.3(g) hereunder. Upon the assumption of the duties of the Borrower, the Borrower shall be released from all executory obligations so assumed.

Section 4.5. Use of Proceeds. The Borrower shall not take any action or omit to take any action within its control, which action or omission would in any way cause the Trustee to apply the proceeds from the sale of the Bonds in a manner contrary to that provided for in the Indenture or the Mortgage Loan Documents.

Section 4.6. Indemnification.

(a) The Borrower hereby assumes liability for and at its expense agrees to indemnify, protect, have and keep harmless, the Issuer and the Trustee, their respective successors, assigns, agents and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and disbursements) of whatsoever kind and nature which arise out of or are based upon the alleged inaccuracy of information furnished to the Issuer or the Trustee by the Borrower for inclusion in the Official Statement relating to the Bonds.

(b) The Borrower will pay, and will protect, indemnify and save the Issuer (including any official, agent, officer, member of the City Council, director or employee thereof and counsel to the Issuer) harmless from and against, any and all liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees and expenses of the Issuer), causes of action, suits, claims, demands and judgments of whatsoever kind and nature (including those arising or resulting from any injury to or death of any person or damage to property) arising out of the following, to the extent permitted by law:

(i) the design, rehabilitation and installation of the Project;

(ii) the use of the Project by the Borrower;

(iii) violation by the Borrower of any agreement, warranty, covenant or condition of this Agreement, the Tax Agreement, the Regulatory Agreement or the Mortgage Loan Documents;

(iv) violation by the Borrower of any other contract, agreement or restriction relating to the Project; or

(v) violation by the Borrower of any law, ordinance, regulation or court order affecting the Project or the ownership, occupancy or use thereof.

(c) The Borrower will pay, and will protect, indemnify and save the Trustee harmless from and against, any and all liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees and expenses of the Trustee), causes of action, suits, claims, demands and judgments of whatsoever kind and nature arising out of the violation by the Borrower of any agreement, warranty, covenant or condition of the Regulatory Agreement, except when caused by the Trustee's own negligence or willful misconduct or by the joint negligence or willful misconduct of the Trustee and any other person (other than the Borrower and related entities).

(d) The Issuer or the Trustee, as the case may be, shall notify the Borrower in writing of any claim or action brought against the Issuer or the Trustee, as the case may be, in respect of which indemnity may be sought against the Borrower, setting forth the particulars of such claim or action, and the Borrower will assume the defense thereof, including the employment of counsel, and the payment of all reasonable expenses. The Issuer or the Trustee, as the case may be, may employ separate counsel in any such action and participate in the defense thereof. The fees and expenses of such separate counsel so incurred shall be at the expense of the Borrower without regard to any authorization of such employment by the Borrower.

Section 4.7. Fees. Reference is hereby made to Section 7.07 of the Indenture which sets forth the compensation and reimbursement to which the Trustee is entitled for ordinary fees and expenses. The Borrower agrees to pay, whether out of the proceeds of the Mortgage Loan or other funds, all reasonable fees and expenses of the Trustee (to the extent not paid in accordance with Section 7.07 of the Indenture), the rebate analyst and the dissemination agent (including the reasonable fees and expenses of their counsel) in connection with the issuance of the Bonds and the performance of their duties in connection with the transactions contemplated hereby, including, without limitation, all costs of recording and tiling, to the extent such fees and expenses are not otherwise paid from the Costs of Issuance Fund in accordance with Section 4.06 of the Indenture. All such amounts shall be paid directly to the parties entitled thereto for their own account as and when such amounts become due and payable. The Borrower will also pay any reasonable expenses in connection with any redemption of the Bonds. Specitically, and without limiting the foregoing, the Borrower agrees to pay to the Issuer or to any payee designated by the Issuer, within 30 days after receipt of request for payment thereof, all expenses of the Issuer related to the Project and the tinancing thereof which are not paid from the funds held under the Indenture, including, without limitation, legal fees and expenses incurred in connection with the interpretation, performance, enforcement or amendment of any documents relating to the Project or the Bonds or in connection with questions or other matters arising under such documents.

The obligations of the Borrower under this Section shall survive the termination of this Agreement and the payment and performance of all of the other obligations of the Borrower hereunder and under the Mortgage Loan Documents, the Tax Agreement and the Regulatory Agreement.

Section 4.8. Establishment of Completion Date. Within 60 days of the Completion Date, the Borrower shall furnish to the Issuer and the Trustee a certiticate stating that the Project has been completed.

Section 4.9. Continuing Disclosure. The Borrower hereby covenants and agrees to enter into and comply with the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Agreement, failure of the Borrower to comply with the Continuing Disclosure Agreement shall not be considered an event of default under this Agreement; however, the Trustee, at the written request of the holders of at least 25% aggregate principal amount of Outstanding Bonds, shall (only to the extent the Trustee has been provided indemnity satisfactory to it from any costs, liabilities or expenses, including reasonable fees and expenses of its attorneys), or any Bondholders may, take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Borrower to comply with its obligations pursuant to this Section 4.9.

Section 4.10. Recordation and Filing. The Borrower shall cause tinancing statements with respect to the Trust Estate described in the Indenture to be at all times tiled in such manner and in such places if required by law in order to fully preserve and protect the rights of the Issuer and the Trustee hereunder and to perfect the security interest created by the Indenture in the Trust Estate described herein. To the extent possible under applicable law, as in the effect in the jurisdiction(s) in which the Trust Estate is located, the Borrower will maintain the priority of the security interest herein created in the Trust Estate as a tirst lien thereon, and warrant, protect, preserve and defend its interest in the Trust Estate and the security interest of the Trustee herein and all rights of the Trustee under the Indenture against all actions proceedings, claims and demands of all Persons. All related expenses shall be paid for by the Borrower except to the extent that the expenses related to actions required to be taken as a result of the negligence or willful misconduct of the Trustee.

Section 4.11. Purchase of Issuer's Bonds. The Borrower agrees that neither it, nor any "related person" (within the meaning of the Code) will acquire, pursuant to any arrangement, formal or informal, any of the Bonds in an amount related to the amount of the Mortgage Loan to be funded by the Issuer for the Borrower.

Section 4.12. Covenants to City. The Borrower covenants to the Issuer as follows:

(a) no member, ofticial or employee of the Issuer shall have any personal interest, direct or indirect, in the Borrower's business or shall participate in any decision relating to the Borrower's business which affects his/her personal interests or the interests of any corporation, partnership or association in which he/she is directiy interested;

(b) no former member, official or employee of the Issuer shall, for a period of one year after the termination of the member's, official's or employee's term of oftice or employment, assist or represent the Borrower in any business transaction involving the Issuer or any of its agencies, if the member, official or employee participated personally and substantially in the subject matter of the transaction during his/her term of office or employment, provided that if the member, official or employee exercised contract management authority with respect to a contract (including any loan from the Issuer), this prohibition shall be permanent as to that contract; and

(c) the Borrower shall comply with Section 2-154-020 of the Municipal Code of Chicago.

ARTICLE V
EVENTS OF DEFAULT; REMEDIES

Section 5.1. Events of Default; Remedies. Upon violation of any of the provisions of this Agreement by the Borrower, the Issuer or the Trustee shall give written notice thereof to the Borrower by messenger, ovemight courier or registered or certitied mail, postage prepaid, return-receipt requested. If such violation is not corrected or action commenced and diligently pursued to effect such correction to the reasonable satisfaction of the Issuer and the Trustee within 30 days after the date such notice is received by Borrower, or within such further time as the Issuer or the Trustee permits, which permission shall not be unreasonably withheld, without further notice the Issuer or the Trustee may declare a default under this Agreement effective on the date of such declaration of default, and upon such default the Issuer or the Tmstee may apply to any state or federal court having jurisdiction for specitic performance of this Agreement, for an injunction against any violation of this Agreement, for the appointment of a receiver to take over and operate the Project in accordance with the terms of this Agreement, or for such other relief in law or equity as may be appropriate, since the injury to the Issuer and the Trustee arising from a default under any of the terms of this Agreement would be irreparable, and the amount of damage would be difficult to ascertain; provided, however, that nothing herein is intended to affect or extend any period of time established by the Mortgage or to impose any personal liability upon the Borrower or any of the partners of the Borrower or to constitute a default under the Mortgage Loan Documents, except as provided therein.

The prevailing party in any suit, in law or equity, against the Borrower with respect to any breach of this Agreement shall be entitled to reimbursement from the other party to such suit for all attorneys' fees and disbursements of the prevailing party reasonably connected therewith or incidental thereto except, in the case of fees and disbursements due the Issuer or the Trustee, to the extent such attorneys' fees are paid from moneys available therefor under the Indenture.

Section 5.2. Termination by the Issuer. (a) Pursuant to Section 2-156-030(b) of the Municipal Code of Chicago, it is illegal for any elected official of the Issuer, or any person acting at the direction of such official, to contact, either orally or in writing, any other Issuer official or employee with respect to any matter involving any person with whom the elected official has a "Business Relationship" (as detined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion,in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship. [Violation of Section 2-156-030(b) by any elected official, or any person acting at the direction of such official, with respect to this Agreement, the Indenture, the Bonds or the "Bond Purchase Agreement" related to the Bonds, or in connection with the transactions contemplated hereby or thereby, shall be grounds for termination of this Agreement, the Bonds and the transactions contemplated hereby and thereby.]

(b) [Failure by the Borrower or any controlling person (as detined in Section 1-23-010 of the Muncipal Code of Chicago) thereof to maintain eligibility to do business with the Issuer as required by Section 1-23-030 of the Municipal Code of Chicago shall be grounds for termination of this Agreement, the Bonds and the transactions contemplated hereby and thereby.]

(c) [The Issuer shall give written notice thereof to the Trustee and the Borrower of a termination by the Issuer pursuant to (a) or (b) above.]

ARTICLE VI
MISCELLANEOUS

Section 6.1. Notice. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given and received: (i) three days after deposit in the United States mail and sent by first class mail, postage prepaid, or (ii) when delivered, in each case, to the parties at the addresses set forth below or at such other address as a party may designate by notice to the other parties:

If to the Issuer:

City of Chicago
Department of Housing
33 North LaSalle Street, 11th Floor
Chicago, Illinois 60602
Attention: Commissioner, Department of Housing
Phone: 312-742-0871
Fax: 312-747-1396

with copies to:

City of Chicago
Office of the Corporation Counsel
City Hall - Room 600
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Finance and Economic Development Division
Phone: 312-744-1574
Fax: 312-744-1887

and to:

City of Chicago
Department of Finance – Financial Policy
33 North LaSalle Street, Suite 600
Chicago, Illinois 60602
Attention: Deputy Comptroller
Phone: 312-744-7106
Fax: 312-744-4877

If to the Borrower:

Community Housing Partners XV L.P.
c/o Chicago Community Development Corporation
36 South Wabash Avenue
Suite 1310
Chicago, Illinois 60603
Attention: _____
Phone: _____
Fax: _____

with copies *to:*

Duane Morris LLP
190 S. LaSalle Street
Suite 3700
Chicago, Illinois 60603
Attention: Douglas Antonio
Phone: 312-499-6772
Fax: 312-277-1091

and to:

_____
_____
_____
Attention: _____
Phone: _____
Fax: _____

If to the Trustee:

Seaway Bank and Trust Company
645 East 87th Street
Suite 500
Chicago, Illinois 60619
Attention: Lois Jenkins
Phone: 773-602-4156
Fax: 773-846-4246

If to the GNMA Issuer:

Enterprise Community Investment, Inc.
1135 Kildaire Farm Road
Suite 200
Cary, NC 27511
Attention: Victor E. Agusfa
Phone: 919-447-3374
Fax: _____

If to the Rating Agency:

Standard & Poor's
55 Water Street
New York, New York 10041
Phone: 212-438-1796
Fax: 212-438-2157

Copies of each notice, certiticate of other communication given hereunder by any party hereto shall be given to all parties hereto.

Section 6.2. Successors and Assigns. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, premises and agreements which are contained in this Agreement shall bind the successors and assigns of the party so covenanting, promising or agreeing, and shall inure to the benefit of the successors and assigns of the other parties hereto.

Section 6.3. Governing Law. This Agreement is to be construed in accordance with and governed by the laws of the State (other than the choice of law mles of the State) and, where applicable, the laws of the United States of America.

Section 6.4. Captions. The section headings contained herein are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Agreement.

Section 6.5. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 6.6. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 6.7. Limited Liability of Borrower. The obligations of the Borrower contained in this Agreement shall be limited obligations payable solely from "Surplus Cash" (as detined in the HUD Regulatory Agreement) and except as expressly provided in Section 3.3(f) hereof solely with respect to the General Partner, no general or limited partner of the Borrower shall have personal liability for the satisfaction of any obligation of the Borrower (or their respective successors and assigns) or claim arising out of this Agreement against the Borrower; provided that nothing herein is intended to affect the Borrower's liability under the Mortgage Loan Documents.

Section 6.8. No Liability of Issuer. The Bonds are issued pursuant to Article VII, Section 6 of the 1970 Constitution of the State and pursuant to the Ordinance and shall be limited obligations of the Issuer payable solely as provided in the Indenture. No owner of any Bond has the right to compel any exercise of the taxing power of the Issuer to pay the principal of, interest on, or premium, if any, on, the Bonds and the Bonds shall not constitute an indebtedness of the Issuer or a loan of credit thereof within the meaning of any constitutional or statutory provisions. No covenant or agreement contained in the Indenture, the Bonds or this Agreement shall be deemed to be a covenant or agreement of any official or of any officer or employee of the Issuer in his or her individual capacity, and neither the members of the governing body of the Issuer nor any ofticer of the Issuer signing the Indenture, the Bonds, the Tax Agreement, the Regulatory Agreement, the HUD Regulatory Agreement or this Agreement shall be liable personally or be subject to any personal liability or accountability by reason of the execution thereof.

Section 6.9. Enforcement Not to Affect Mortgage Loan or GNMA Security. Notwithstanding any provision in this Agreement to the contrary, enforcement of this Agreement will not result in any claim under the Mortgage Loan or the GNMA Security, or claim against the Project, the Mortgage Loan proceeds, any reserve or deposit made with the Mortgagee or another Person required by HUD in connection with the Mortgage Loan or the GNMA Security, or against the rents or other income from the Project (other than available "Surplus Cash," as detined in the HUD Regulatory Agreement) for payment hereunder.

[Remainder of this Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and caused their corporate seals to be affixed hereto and to be attested, all as of the day and year first written above.

CITY OF CHICAGO

[SEAL]

Attest:

By: _____
Chief Financial Officer

By: _____
City Clerk

COMMUNITY HOUSING PARTNERS XV L.P.,
an Illinois limited partnership

By: _____

By: _____
_____

Its: _____

SEAWAY BANK AND TRUST COMPANY, as trustee

By: _____
_____

EXHIBIT A

BORROWER'S CERTIFICATE TO GNMA ISSUER AND TRUSTEE

Reference is made to that certain Financing Agreement dated as of _____ 1, 2011 (the "Financing Agreement"), by and among the City of Chicago (the "Issuer"), Community Housing Partners XV L.P., an Illinois limited partnership (the "Borrower"), and Seaway Bank and Trust Company (the "Trustee"). Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Financing Agreement.

To induce fhe GNMA Issuer to consent to the disbursement under the Mortgage Loan as shown on Schedule 1 attached hereto, and to induce the Trustee to purchase a CLC or the PLC, as applicable, the undersigned represents, warrants and certifies to the GNMA Issuer and the Trustee:

(a) the costs set forth in Schedule 1 hereto are presently due and payable, have been properiy incurred by the Borrower in connection with the Project being financed with the proceeds of the Mortgage Loan, are reimbursable Project Costs properiy chargeable against the Mortgage Loan and have not been the basis of any previous disbursement;

(b) the costs specified in Schedule 1 hereto, when added to all previous disbursements under the Mortgage Loan, will result in at least 95% of the aggregate amount of all disbursements having been used to pay or reimburse the Borrower for amounts which are Qualified Project Costs;

(c) none of the costs set forth in Schedule 1 hereto are Costs of Issuance; and

(d) FOR A CLC, INSERT: at least 95% of the amount of the CLC being purchased by the Trustee in reliance of this Borrower's Certificate represents Qualified Project Costs and the purchase of such CLC is a proper charge against the Project Fund; and

[FOR THE PLC, INSERT: at least 95% of the amount of the PLC being purchased by the Trustee in reliance of this Borrower's Certificate represents Qualified Project Costs, the principal amount of the PLC in excess of the aggregate principal amount of the CLCs is a proper charge against the Project Fund, and the principal amount of the PLC in excess of the aggregate principal amount of the CLCs represents the payment of an obligafion incurred by the Borrower presenfiy due and payable and not previously paid or requisitioned; and]

(e) the Borrower is not in default under the Financing Agreement or the Mortgage Loan.

Dated: _____, 20____.

COMMUNITY HOUSING PARTNERS XV L.P.,
an Illinois limited liability company

By: _____

By: _____
_____

Its: _____

SCHEDULE 1

ITEMIZATION OF REQUESTED DISBURSEMENT

EXHIBIT E
Form of Loan Agreement

(See Attached)

CITY OF CHICAGO

and

COMMUNITY HOUSING PARTNERS XV L.P.

LOAN AGREEMENT

Dated as of _____ 1, 2011

Relating to City of Chicago
Multi-Family Housing Revenue Bonds
(Hazel Winthrop Apartments) Series 2011B

LOAN AGREEMENT

(This Table pf Contents is not a part of this Loan Agreement and is only for convenience of reference)

TABLE OF CONTENTS

ARTICLE I. DEFINITION OF TERMS 2

ARTICLE II. REPRESENTATIONS 5

Section 2.1 Representations of the City 5
Section 2.2 Representations of the Borrower 5

ARTICLE III. ACQUISITION, CONSTRUCTION AND EQUIPPING OF THE PROJECT FACILITIES; ISSUANCE OF THE BONDS 7

Section 3.1 Acquisition, Construction and Equipping of the Project Facilities; Title 7
Section 3.2 Agreement to Issue Bonds; Application of Bond Proceeds 7
Section 3.3 Disbursements from the Acquisition and Construction Fund 7
Section 3.4 Establishment of Completion Date; Obligation of Borrower to Complete 9
Section 3.5 Investment of Moneys 10

ARTICLE IV. REPAYMENT PROVISIONS 11

Section 4.1 Bond Proceeds 11
Section 4.2 Repayment of the Loan and Payment of Other Amounts Payable 11
Section 4.3 No Defense or Set-off; Unconditional Obligation 13
Section 4.4 Assignment and Pledge of Issuer's Rights 14

ARTICLE V. SPECIAL COVENANTS AND AGREEMENTS 14

Section 5.1 Issuer's and Trustee's Right of Access to the Project 14
Section 5.2 Release and Indemnitication Covenants 14
Section 5.3 Records of Borrower 16
Section 5.4 Tax-Exempt Status 16
Section 5.5 Taxes and Governmental Charges 16
Section 5.6 Maintenance and Repair; Insurance 16
Section 5.7 Letter of Credit 16
Section 5.8 Environmental Laws 18
Section 5.9 Annual Certiticate 19
Section 5.10 Borrower to Maintain Its Partnership Existence; Conditions Under Which Exceptions Permitted 19
Section 5.11 Continuing Disclosure Undertaking 19
Section 5.12 Covenants to City 19

ARTICLE VI. EVENTS OF DEFAULT AND REMEDIES 20

Section 6.1 Events of Default 20
Section 6.2 Remedies on Default 21
Section 6.3 Agreement to Pay Attorney's Fees and Expenses 22

Section 6.4 No Remedy Exclusive 22
Section 6.5 No Additional Waiver Implied by One Waiver 22
Section 6.6 Term by the City 22

ARTICLE VII. PREPAYMENT OF NOTE 23

Section 7.1 Obligation to Prepay the Note 23
Section 7.2 General Option to Prepay the Note 23
Section 7.3 Redemption of the Bonds 23

ARTICLE VIII. MISCELLANEOUS 23

Section 8.1 Notices 23
Section 8.2 Assignments 26
Section 8.3 Severability 26
Section 8.4 Execution of Counterparts 26
Section 8.5 Amounts Remaining in Any Fund or With Trustee 26
Section 8.6 Amendments, Changes and Moditications 26
Section 8.7 Governing Law 27
Section 8.8 Authorized Borrower Representative 27
Section 8.9 Terms of This Agreement 27
Section 8.10 Binding Effect 27
Section 8.11 References to Bank and Letter of Credit 27
Section 8.12 Limited Liability of City 27
Section 8.13 Rights Under the Indenture 28
Section 8.14 Limited Liability of Borrower 28
Section 8.15 HUD Rider 28

Exhibit A: Promissory Note
Exhibit B: HUD Rider

LOAN AGREEMENT

THIS LOAN AGREEMENT dated as of _____ 1, 2011 (the *"Agreement"*), is by and between the CITY OF CHICAGO, a municipality and home rule unit of local government duly organized and validly existing under the Constitution and laws of the State (the *"City"*), and COMMUNITY HOUSING PARTNERS XV L.P., an Illinois limited partnership (the "Borrower").

RECITALS:

WHEREAS, the City plans to undertake the tinancing of a portion of the costs of the acquisition, rehabilitation and equipping of a low-income multi-family housing project consisting of approximately 30 residential units in four buildings located at 4509 North Hazel/852 West Sunnyside Avenue, 4426 North Magnolia Avenue, 912-914 West Montrose Avenue and 4813 North Winthrop Avenue, Chicago, Illinois and known as the "Hazel Winthrop Apartments."(the *"Project"*), by issuing its $_____ Multi-Family Housing Revenue Bonds (Hazel Winthrop Apartments) Series 2011B (the "Bonds"); and

WHEREAS, the City intends to loan the proceeds of sale of the Bonds to the Borrower to acquire, renovate and equip the Project; and

WHEREAS, the Bonds will be issued under the terms of a Trust Indenture (the *"Indenture"*) ot even date herewith between the City and Seaway Bank and Trust Company, Chicago, Illinois, as trustee (the *"Trustee"*); and

WHEREAS, the Borrower's obligations to repay the loan are evidenced by this Agreement and the Borrower's execution and delivery to the Trustee of its promissory note (the *"Note"*) concurrent herewith; and

WHEREAS, the Bonds are secured by (i) an assignment and pledge by the City to the Trustee of this Agreement, and (ii) an irrevocable, transferable letter of credit issued by Harris N.A., Chicago, Illinois (the "Bank"), in favor of the Trustee for the benefit of the owners from time to time of the Bonds, and any other letter of credit issued in substitution therefor in accordance with the terms hereof and thereof (the *"Letter of Credit"*); and

WHEREAS, upon the issuance of the Bonds, the City also will issue its $_____ aggregate principal amount of Multi-Family Housing Revenue Bonds (Hazel Winthrop Apartments) Series 2011A (FHA Insured/GNMA) to tinance a portion of the cost of the Project (the *"Series A Bonds"*).

NOW, THEREFORE, in consideration of the respective representations and agreements herein contained, the parties hereto agree as follows (provided that in the performance of the agreements of the City herein contained, any obligation it may thereby incur shall not constitute a debt of the City, or a charge against its general credit, but shall be payable solely out of the revenues and receipts derived from this Agreement, the Note, the sale of the Bonds, the income from the temporary investment thereof and moneys derived from drawings under the Letter of Credit, all as herein provided):

ARTICLE I

DEFINITION OF TERMS

All words and phrases defined in Article I of the Indenture shall have the same meanings in this Agreement. Certain terms used in this Agreement are hereinafter defined in this Article I. When used herein, such terms shall have the meanings given them by the language employed in this Article I defining such terms unless the context clearly indicates otherwise:

"Acquisition and Construction Period" means the period between the beginning of the acquisition, renovation and equipping of the Project or the date on which the Bonds are first delivered to the purchasers thereof, whichever is earlier, and the Completion Date.

"Affordable Housing Loan" has the meaning set forth in the Bond Ordinance.

"Agreement" means this Loan Agreement, as from time to time supplemented and amended.

"Alternate Credit Facility" means a surety bond, an insurance policy or any other credit facility not constituting an irrevocable, direct-pay letter of credit delivered to the Trustee pursuant to Section 5.7(d) hereof.

"Authorized Borrower Representative" means such person at the time and from time to time designated to act on behalf of the Borrower by written certificate furnished to the City, the Trustee and the Bank, containing the specimen signature of such person. Such certificate may designate an alternate or alternates.

"Bank" means Harris N.A., Chicago, Illinois, in its capacity as the issuer of the initial Letter of Credit pursuant to Section 5.7(a) hereof, its successors in such capacity and their assigns, and the issuer of any substitute Letter of Credit pursuant to Section 5.7(c) hereof, its successors in such capacity and their assigns.

"Bonds" means the Multi-Family Housing Revenue Bonds (Hazel Winthrop Apartments) Series 2011B of the City, in the original aggregate principal amount of $_____ issued pursuant to the Indenture.

"Borrower" means Community Housing Partners XV L.P., an Illinois limited partnership, and its successors and assigns.

"City" means the City of Chicago, and its lawful successors and any assigns.

"Completion Date" means the earlier of (i) _____ or (ii) the date of completion of the Project, as that date shall be certified as provided in Section 3.4 hereof.

"Cost of the Project" means the sum of the items authorized to be paid from the Acquisition and Construction Fund pursuant to the provisions of (a) through (i) of Section 3.3 hereof.

"Event of Default" means any occurrence or event specified as such and defined as such by Section 6.1 hereof.

"General Partner" means _____.

"HUD" means the United States Department of Housing and Urban Development, and its successors.

"Indenture" means the Trust Indenture dated as of _____ 1, 2011, by and from the City to the Trustee, as from time to time supplemented and amended.

"Investment Obligations" shall mean, to the extent lawful for the investment of moneys to be made therein, any of the following obligations or securities on which the Borrower is not the obligor:

(a) Governmental Obligations;

(b) interest-bearing deposit accounts (which may be represented by certificates of deposit including Eurodollar certificates of deposit) in national or state banks (which may include the Trustee, the Paying Agent, any co paying agent, the Bond Registrar, the Tender Agent, the Remarketing Agent and the Bank) having a combined capital and surplus of not less than $100,000,000 and an unsecured deposit rating in one of the three highest rating categories from a nationally recognized rating agency;

(c) bankers' acceptances drawn on and accepted by commercial banks (which may include the Trustee, the Paying Agent, any co paying agent, the Bond Registrar, the Tender Agent, the Remarketing Agent and the Bank) having a combined capital and surplus of not less than $100,000,000 and an unsecured deposit rating in one of the three highest rating categories from a nationally recognized rating agency;

(d) obligations of, or guaranteed by, any agency or instrumentality of the United States of America;

(e) commercial or finance company paper which is rated in the highest rating category by a nationally recognized rating agency;

(f) repurchase agreements with banking or financial institutions (which may include the Trustee, the Paying Agent, any co paying agent, the Bond Registrar, the Tender Agent, the Remarketing Agent and the Bank) having a combined capital and surplus of not less than $100,000,000 and an unsecured deposit rating in one of the three highest rating categories from a nationally recognized rating agency, provided that (i) that such repurchase agreements shall be secured as to principal (but only to the extent not insured by the Federal Deposit Insurance Corporation, the Federal Savings and Loan Insurance Corporation, or a similar corporation chartered by the United States of America) by Governmental Obligations, the fair market value of which is equal to 100 percent of such principal, (ii) the Trustee or a third party acting solely as agent for the Trustee has possession of the underlying securities, (iii) the Trustee or agent has a perfected first security lien in such collateral, and (iv) such collateral is free and clear of third party liens;

(g) obligations of any state or political subdivision thereof or any agency or instrumentality of such a state or political subdivision, the interest on which, in the opinion of Bond Counsel, is not includable in the gross income of the owners thereof for federal income tax purposes;

(h) interests in money market mutual funds registered under the Investment Company Act of 1940, as amended, whose shares are registered under the Securities Act of 1933, as amended, and rated "AAAm" or "AAAm-G" or better by Standard & Poor's, including money market mutual funds of the Bond Trustee, provided that the portfolio of such money market mutual funds is limited to obligations of the type described in (a) of this detinition and to agreements to repurchase such obligations; and

(i) any other obligations agreed upon in writing by the Bank and the Borrower.

"Land Use Restriction Agreement" means the Land Use Restriction Agreement dated as of the date hereof, among the City, the Borrower and the Trustee.

"Letter of Credit" means the initial irrevocable, transferable Letter of Credit delivered to the Trustee pursuant to Section 5.7(a) hereof, and, unless the context or use indicates another or different meaning or intent, any substitute Letter of Credit delivered to the Trustee pursuant to Section 5.7(c) hereof, and any extensions or amendments thereof.

"Note" means the promissory note of the Borrower made payable to the Trustee, delivered by the Borrower pursuant to Section 4.2(a) hereof, in order to evidence the obligation of the Borrower to repay the loan made hereunder.

"State" means the State of Illinois.

"Trustee" means the Trustee at that time serving as such under the Indenture.

The words *"hereof," "herein," "hereunder"* and other words of similar import refer to this Agreement as a whole.

Unless otherwise specitied, references to Articles, Sections and other subdivisions of this Agreement are to the designated Articles, Sections and other subdivisions of this Agreement as originally executed.

The headings of this Agreement are for convenience only, and shall not detine or limit the provisions hereof.

ARTICLE II

REPRESENTATIONS

Section 2.1 Representations of the City. The City makes the following representations as the basis for the undertakings on its part herein contained:

(a) The City is a municipality and home rule unit of local government duly organized and validly existing under the Constitution and laws of the State. The City is authorized to execute and deliver this Agreement and the Indenture, and to carry out its obligations hereunder and thereunder.

(b) The City has issued the Bonds for the purpose of financing a portion of the costs of the Project.

(c) To the knowledge of the undersigned representatives of the City, neither the execution and delivery of the Bonds, this Agreement, the Indenture or the Land Use Restriction Agreement, the consummation of the transactions contemplated hereby and thereby, nor the fultillment of or compliance with the terms, conditions or provisions on the Bonds, this Agreement, the Indenture or the Land Use Restriction Agreement materially conflict with or result in a material breach of any of the terms, conditions or provisions of any agreement, instrument, judgment, order, or decree to which the City is now a party or by which it is bound, or constitute a default under any of the foregoing.

Section 2.2 Representations of the Borrower The Borrower makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Borrower is a limited partnership duly organized and validly existing under the laws of the State, is authorized to conduct business and is in good standing in the State, is not in violation of any provision of its agreement or certificate of limited partnership, has the power to execute and deliver this Agreement, the Note and the Land Use Restriction Agreement, to enter into the transactions contemplated hereby and thereby and to perform its obligations hereunder and thereunder, and by proper action has duly authorized the execution and delivery of the Note, this Agreement and the Land Use Restriction Agreement and the performance of its obligations hereunder and thereunder.

(b) No litigation at law or in equity or proceeding before any governmental agency involving the Borrower is pending or, fo the knowledge of the Borrower, threatened, in which any liability of the Borrower is not adequately covered by insurance or in which any judgment or order would have a material adverse effect upon the business or assets of the Borrower or which would affect its existence or authority to do business, the completion of the Project, the validity of any document to which it is a party or the performance of its obligations thereunder.

(c) The Borrower is not in default under or in violation of, and the execution, delivery and compliance by the Borrower with the terms and conditions of this Agreement, the Note or the Land Use Restriction Agreement, do not and will not contiict with or constitute or result in a default under or violation of: (i) the Borrower's Amended and Restated Limited Partnership Agreement or certiticate of limited partnership, (ii) any material agreement or other instrument to which the Borrower is a party or by which it is bound, or (iii) any consfitutional or statutory provisions or order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the Borrower or its property, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute or result in such a default or violation.

(d) The Borrower has obtained or will obtain at the proper times all consents, approvals, authorizations and orders, of any governmental or regulatory authority that are required to be obtained by the Borrower as a condition precedent to the issuance of the Bonds, the execution and delivery of this Agreement, the Note and the Land Use Restriction Agreement and the performance by the Borrower of its obligations hereunder and thereunder, and that are required for the operation of the Project Facilities.

(e) The Borrower has taken all necessary action required to make this Agreement, the Note and the Land Use Restriction Agreement the valid obligations of

the Borrower which they purport to be; when executed and delivered by the parties thereto, this Agreement, the Note and the Land Use Restriction Agreement will constitute valid and binding agreements of the Borrower and will be enforceable against the Borrower in accordance with their respective terms subject to the provisions of bankruptcy and similar laws and to equitable principles.

(f) The operation of the Project Facilities in the manner presently contemplated and as described in this Agreement and the Land Use Restriction Agreement will not, to the knowledge of Borrower, contiict with any existing zoning, water, air pollution or other existing ordinance, order, law or regulation applicable thereto.

(g) The Borrower has tiled or caused to be tiled all federal, state and local tax returns which are required to be tiled, and has paid or caused to be paid all taxes as shown on said returns or on any assessment received by it, to the extent that such taxes have become due.

(h) The estimated cost of acquiring, constructing and equipping the Project, inclusive of tinancing costs, exceeds $_____.

(i) Except for Purchased Bonds pursuant to Section 6.9 of the Indenture, neither the Borrower nor any "related person" (within the meaning of the Code) will acquire, pursuant to any arrangement, formal or informal, any of the Bonds.

(j) Until payment in full of all of the Bonds and the Series A Bonds, unless the City shall othenwise consent in writing, it will not incur, create, assume or suffer to exist any mortgage, pledge, security interest, lien, charge or other encumbrance of any nature on the Project Facilities or the Trust Estate (as defined in the Indenture) other than (i) any liens, taxes or other governmental charge which are not yet due and payable, (ii) any pledge of the interests of the partners of the Borrower in connection with either syndication of any federal low income housing tax credits allocated for the Project or the Reimbursement Agreement, (iii) any grants or loans provided through the Affordable Housing Loan, (iv) any lien, including, without limiting the generality of the foregoing, mechanics' liens, or other liens resulting from a good-faith dispute on the part of the Borrower, which dispute the Borrower agrees to resolve diligentiy, or which liens are insured over by a title insurance company acceptable to the Trustee, (v) any lien or obligations relating to the Letter of Credit or any Alternate Credit Facility, (vi) any mortgage, lien or other encumbrance granted on or prior to the date of issuance of the Bonds to the City or Enterprise Community Investment, Inc. as security for loans, grants, tax increment tinancing provided or allocated by any such entity to tinance a portion of the Costs of the Project including without limitation the HUD/FHA Loan Documents as detined in the HUD Required Provisions Rider, (vii) the extended use agreement required pursuant to Section 42 of the Code in connection with the aforementioned federal low income housing tax credits, and (viii) such other pledges as may be approved in writing by the City.

(k) The Indenture has been submitted to the Borrower for its examination, and the Borrower acknowledges, by execution of this Agreement, that it has approved the Indenture.

(l) The Borrower has not taken, or permitted to be taken on its behalf, and agrees that it will not take, or permit to be taken on its behalf, any action which would adversely affect the exclusion from gross income for federal income tax purposes of the interest paid on the Bonds, and that it will make and take, or require to be made and taken, such acts and filings as may from time to time be required under the Code to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds, including maintaining continuous compliance with the requirements of Section 142 of the Code.

(m) If the Borrower becomes aware of any situation, event or condition which it believes would result in the interest of the Bonds becoming includible in gross income for federal income tax purposes, the Borrower shall promptly give written notice thereof to the City and the Trustee.

ARTICLE III

ACQUISITION, CONSTRUCTION AND EQUIPPING OF THE PROJECT FACILITIES; ISSUANCE OF THE BONDS

Section 3.1 Acquisition, Construction and Equipping of the Project Facilities; Title. The Borrower agrees that it will acquire, construct, rehabilitate and equip or complete the acquisition and equipping of, the Project Facilities; any plans and specifications for any construction, including any and all supplements, amendments and additions (or deletions) thereto (or therefrom), shall be made available to the City and the Trustee on written request.

Except as otherwise disclosed to the Trustee, the Borrower represents and warrants that it has, or simultaneously with the delivery of the Bonds will have, acquired good and marketable interests to the Project Facilities to enable the Borrower to acquire, construct, equip and use the Project Facilities as contemplated by this Agreement.

Section 3.2 Agreement to Issue Bonds; Application of Bond Proceeds. In order to provide funds to finance a portion of the Cost of the Project, as provided in Section 4.1 hereof, the City agrees that it will simultaneously with the execution and delivery hereof issue, sell and cause to be delivered to the purchasers thereof, the Bonds in the aggregate principal amount of $_____ bearing interest, maturing, subject to prior redemption and subject to transfer, as set forth in the Indenture.

Section 3.3 Disbursements from the Acquisition and Construction Fund. The City authorizes and directs the Trustee, upon compliance with the Indenture, to disburse the moneys in the Acquisition and Construction Fund to or on behalf of the Borrower for the following purposes, in the following order of priority, and, subject to the provisions of Section 3.4 hereof, for no other purposes:

(a) Payment to the Borrower of such amounts, if any, as shall be necessary to reimburse the Borrower in full for all advances and payments made by it at any time after _____, for expenditures in connection with the preparation of plans and specifications for the Project (including any preliminary study or planning of the Project or any aspect thereof) and the acquisition, construction, rehabilitation and equipping of the Project.

(b) Payment or reimbursement for labor, services, materials and supplies used or furnished in the acquisition, construction and equipping of the Project, all as provided in the plans, specifications and work orders therefor, payment or reimbursement for the cost of the acquisition, construction and equipping of utility services or other facilities and the acquisition and installation of all real and personal property deemed necessary in connection with the Project and payment or reimbursement for the miscellaneous capitalized expenditures incidental to any of the foregoing items.

(c) Payment or reimbursement of any legal, tinancial and accounting fees and expenses, the established administrative fees and expenses of the City, costs of the execution and tiling of any instmments and the preparation of all other documents in connection therewith, and payment or reimbursement of all fees, costs and expenses for the preparation of this Agreement, the Note, the Reimbursement Agreement, the Letter of Credit, the Indenture, the Remarketing Agreement and the Bonds.

(d) To the extent not paid by a contractor for construction or installation with respect to any part of the Project, payment or reimbursement of the premiums on all insurance required to be taken out and maintained during the Acquisition and Construction Period, if any.

(e) Payment or reimbursement of the fees, if any, for architectural, engineering, legal, investment banking and supervisory services with respect to the Project.

(f) Payment of the taxes, assessments, interest on the Bonds and other charges, if any, that may become payable during the Acquisition and Construction Period with respect to the Project, or reimbursement thereof if paid by the Borrower.

(g) Payment or reimbursement of expenses incurred in seeking to enforce any remedy against any supplier, conveyor, grantor, contractor or subcontractor in respect of any default under a contract relating to the Project.

(h) Payment of interest on the Bonds during the construction period of the Project (and thereafter with the approving opinion of Bond Counsel) or fees for credit enhancement arrangements applicable to the Bonds to the extent such fees constitute a reasonable charge for the transfer of credit risk.

(i) Payment of any other costs permitted by the Constitution and laws of the State.

All moneys remaining in the Acquisition and Construction Fund after the Completion Date and after payment or provision for payment of all other items provided for in the preceding subsections (a) to (i), inclusive, of this Section 3.3, shall at the direction of the Borrower be used in accordance with Section 3.4 hereof.

Each of the payments referred to in this Section 3.3 shall be made upon receipt by the Trustee of a written requisition (substantially in the form set forth in *Exhibit* A to the Indenture) signed by the Authorized Borrower Representative and approved in writing by the Bank.

Section 3.4 Establishment of Completion Date; Obligation of Borrower to Complete. The Completion Date shall be evidenced to the Trustee and the Bank by a certificate signed by the Authorized Borrower Representative, stating the Cost of the Project and stating that (a) the Project has been completed substantially in accordance with the plans, specifications and work orders therefor and all labor, services, materials and supplies used in such acquisition, construction and equipping have been paid for, and (b) all other facilities necessary in connection with the Project have been acquired, constructed and equipped in accordance with the plans, specifications and work orders therefor, and all costs and expenses incurred in connection therewith (other than costs and expenses for which the Borrower has withheld payment) have been paid, and (c) the disbursement of amounts from the Acquisition and Construction Fund complied with all representations and covenants of the Borrower pertaining thereto contained in the Borrower's Tax Certificate (the "*Project Certificate*") delivered by the Borrower upon the initial issuance of the Bonds. If the Borrower withholds the payment of any such cost or expense of the Project, the certificate shall state the amount of such withholding and the reason therefor. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being. It shall be the duty of the Borrower to cause such certificate to be furnished to the City and the Trustee promptly after the Project shall have been completed.

Within 10 days after the delivery by the Authorized Borrower Representative of the certificate evidencing the Completion Date, the Trustee shall retain in the Acquisition and Construction Fund a sum equal to the amounts necessary for payment of Costs of the Project not then due and payable or the liability for which the Borrower is contesting as set forth in said certificate. Any amount not so retained in the Acquisition and Construction Fund for such costs, and all amounts so retained but not subsequently used and for which notice of such failure of use has been given by the Borrower to the Trustee, shall be segregated by the Trustee and used by the Trustee, at the direction of the Authorized Borrower Representative, (a) to redeem Bonds on the earliest redemption date permitted by the Indenture for which no prepayment premium or penalty pertains, or, at the option of the Borrower, at an earlier redemption date (provided that, in neither event shall such amounts be used to pay interest or premium on the Bonds in connection with such redemption), (b) to purchase Bonds on the open market (including Bonds subject to mandatory purchase) prior to such redemption date (provided that, if Bonds are purchased at an amount in excess of the principal amount thereof, the Borrower shall pay such excess out of other funds) for the purpose of cancellation, (c) prepay the Mortgage Loan to the extent required at final endorsement of note related to the HUD loan and then subject to written consent of the Bank and HUD, to repay the City for costs of the Project paid with the proceeds of the Affordable Housing Loan, or (d) subject to the written consent of the Bank, to pay any additional Costs of the Project not provided for by the retention described in the first sentence of this paragraph, provided, in the case of clauses (c) and (d), that the Trustee is furnished with an opinion of Bond Counsel to the effect that such use is lawful under the Constitution and laws of the State and will not adversely affect the exclusion from gross income of interest on any of the Bonds for purposes of federal income taxation. Until used for one or more of the foregoing purposes, such segregated amount may be invested as permitted by Section 3.5 hereof, but may not be invested, without an opinion of Bond Counsel to the effect that such investment will not adversely affect the exclusion from gross income of interest on any of the Bonds for purposes of federal income taxation, to produce a yield on such amount (computed from the Completion Date and taking into account any investment of such amount from the Completion Date) greater than the yield on the Bonds, computed in accordance with applicable provisions of the Code. The City agrees to cooperate with the Trustee and take all

required action necessary to redeem the Bonds or to accomplish any other purpose contemplated by this Section 3.4.

If the moneys in the Acquisition and Construction Fund available for payment of the Cost of the Project are not sufficient to pay the costs thereof in full, the Borrower agrees to pay directly the costs of completing the Project as may be in excess of the moneys available therefor in the Acquisition and Construction Fund. The City does not make any warranty, either express or implied, that the moneys which will be paid into the Acquisition and Construction Fund and which, under the provisions of this Agreement, will be available for payment of a portion of the Cost of the Project, will be sufficient to pay all the costs which will be incurred in that connection. The Borrower agrees that if after exhaustion of the moneys in the Acquisition and Construction Fund the Borrower should pay any portion of the Cost of the Project pursuant to the provisions of this Section 3.4, it shall not be entitled to any reimbursement therefor from the City or from the Trustee, nor shall it be entitled to any diminution of the amounts payable under Section 4.2 hereof or under the Note.

Section 3.5 Investment of Moneys. Any moneys held as part of the Acquisition and Construction Fund shall be invested or reinvested by the Trustee, at the oral (promptly confirmed in writing) or written direction of the Authorized Borrower Representative, as provided in Article VII of the Indenture, in Investment Obligations specified by the Authorized Borrower Representative. Any moneys held as a part of the Bond Fund (including any moneys held for the payment of a particular Bond) shall he invested or reinvested by the Trustee at the written direction of the Authorized Borrower Representative as provided in Article VII of the Indenture, to the extent permitted by law, in Investment Obligations, except to the extent Article VII of the Indenture requires that said moneys be invested or reinvested solely in Governmental Obligations. Any such securities may be purchased at the offering or market price thereof at the time of such purchase. The Trustee may make any and all such investments through its own bond department.

The investments so purchased shall be held by the Trustee and shall be deemed at all times a part of the Acquisition and Construction Fund or the Bond Fund, as the case may be, and the interest accruing thereon and any profit realized therefrom shall be credited to such fund and any net losses resulting from such investment shall be charged to such fund and paid by the Borrower.

Any moneys held as part of the Bond Purchase Fund shall not be invested.

ARTICLE IV

REPAYMENT PROVISIONS

Section 4.1 Bond Proceeds. The City covenants and agrees, upon the terms and conditions of this Agreement, to lend the proceeds received from the sale of the Bonds to the Borrower in order to finance the Cost of the Project. Pursuant to said covenant and agreement, the City will issue the Bonds upon the terms and conditions contained in the Indenture and this Agreement, and will lend the proceeds of the Bonds to the Borrower by causing the Bond proceeds to be applied as provided in Article III hereof. Such proceeds shall be disbursed by the Trustee to or on behalf of the Borrower as provided in Section 3.3 hereof.

Section 4.2 Repayment of the Loan and Payment of Other Amounts Payable. As evidence of obligation to repay the Loan made hereunder by the City, the Borrower will issue its

Note to the Trustee in the principal amount of $_____. The Note shall be dated the date of issuance and delivery of the Bonds, shall mature on _____, _____, except as the provisions hereinafter set forth with respect to prepayment may become applicable thereto. The Note shall bear interest on the unpaid principal amount thereof from the date of the Note at such rates equal to the interest rates from time to time borne by the Bonds, calculated on the same basis and to be paid at the same times as interest on the Bonds is calculated and paid from time to time. The Note shall be subject to prepayment as herein provided. Payments of the principal of and premium, if any, and interest on the Note shall be made in lawful money of the United States of America in federal or other immediately available funds. The Note shall be in substantially the same form as Exhibit A attached hereto and made a part hereof The City and the Borrower agree that the Note shall be payable to the Trustee. The Borrower covenants and agrees that the payments of principal of, premium, if any, and interest on the Note shall at all times be sufticient to enable the Trustee to pay when due the principal of, premium, if any, and interest on the Bonds; provided that the Excess Amount (as hereinafter detined) held by the Trustee in the Bond Fund on a payment date shall be credited against the payment due on such date; and provided further, that, subject to the provisions of the immediately following sentence, if at any time the amount held by the Tmstee in the Bond Fund should be sufficient (and remain sufticient) to pay on the dates required the principal of, premium, if any, and interest on the Bonds then remaining unpaid, the Borrower shall not be obligated to make any further payments under the provisions of this Section 4.2(a) or on the Note. Notwithstanding the provisions of the preceding sentence, if on any date the Excess Amount held by the Trustee in the Bond Fund is insufficient to make the then required payments of principal (whether at maturity or upon redemption prior to maturity or acceleration), premium, if any, and interest on the Bonds on such date, the Borrower shall forthwith pay such deficiency. The term *"Excess Amount"* as of any interest payment date shall mean the amount in the Bond Fund on such date in excess of the amount required for the payment of the principal of the Bonds which theretofore has matured at maturity or on a date tixed for redemption and premium, if any, on such Bonds in all cases where Bonds have not been presented for payment and paid, or for the payment of interest which has theretofore come due in all cases where interest checks have not been presented for payment and paid.

If the Borrower shall fail to pay any installment of principal of, premium, if any, or interest on the Note or under this Section 4.2(a), the installment so in default shall continue as an obligation of the Borrower until the amount so in default shall have been fully paid, and the Borrower agrees to pay the same with interest thereon until paid (to the extent legally enforceable) at a rate equal to the rate borne by the Bonds from time to time from the due date thereof until paid.

(a) The Borrower also agrees to pay to the City, its costs, fees and expenses related to this Agreement, the Indenture, the Bonds and the Project at any time while this Agreement is in effect, including the fees and expenses of its counsel.

(b) The Borrower also agrees to pay to the Bond Registrar, the Tender Agent and the Trustee (i) the initial acceptance fee of the Trustee and the costs and expenses, including reasonable attorneys' fees, incurred by the Trustee in entering into and executing the Indenture, and (ii) during the term of this Agreement (A) an amount equal to the annual fee of the Trustee for the ordinary services of the Trustee, as trustee, rendered and ordinary expenses incurred under this Agreement, the Note and the Indenture, including reasonable attorneys' fees, as and when the same become due, (B) the fees, charges and expenses of the Underwriter, the Bond Registrar and the Tender Agent, as and when the same become due, and (C) the fees, charges and expenses of

the Trustee for the necessary extraordinary services rendered by it and extraordinary expenses incurred by it under this Agreement, Note and the Indenture, including reasonable attorneys' fees, as and when the same become due.

(c) If the Bonds bear interest at a Variable Rate, the Borrower also agrees to pay all fees, charges and expenses of the Remarketing Agent, as set forth in the Remarketing Agreement, in carrying out duties and obligations and performing services under and pursuant to the Indenture and the Remarketing Agreement.

(d) In addition to the payments required to be made by the Borrower pursuant to the foregoing subsections of this Section 4.2 and the Note, the Borrower agrees to pay to the Tender Agent amounts sufficient to pay the purchase price of any Bonds to be purchased pursuant to Section 4.1 or Section 4.2 of the Indenture, on the purchase date of such Bonds as set forth in said Section 4.1 or said Section 4.2, as the case may be. All such payments shall be made to the Tender Agent in lawful money of the United States of America in federal or other immediately available funds at the principal corporate trust office of the Tender Agent.

(e) If the Borrower is in default under any provision of this Agreement or the Land Use Restriction Agreement, after giving effect to applicable notice and cure provisions the Borrower also agrees to pay to the City and the Trustee all fees and disbursements by such persons and their agents (including attorneys' fees and expenses) which are connected therewith or incidental thereto, except to the extent such fees and disbursements are paid from moneys available therefor under the Indenture.

(f) Upon the written demand of fhe Trustee, the Borrower also agrees to pay to the Trustee, on behalf of the City, any amount required to be rebated to the United States of America pursuant to the Tax Agreement, to fhe extent that funds are not available therefor under the Indenture. If the Borrower does not have funds available for such purpose, the General Partner of the Borrower shall pay such amounts. The obligation of the General Partner to make such payments shall be a personal obligation of the general partner, and no lien or claim shall be made by such General Partner against the revenues and assets of the Project Facilities. The General Partner's obligation to make such payments in its personal capacity shall be evidenced by the General Partner's execution and acceptance of this Agreement.

(g) If the Trustee is authorized and directed to draw moneys under the Letter of Credit in accordance with the provisions of the Indenture to the extent necessary to pay the principal of, premium, if any, and interest on the Bonds if and when due, any moneys derived from a drawing under the Letter of Credit shall constitute a credit against the obligation of the Borrower to make corresponding payments on the Note and under subsections (a) of this Section 4.2. Drawings under the Letter of Credit to pay the purchase price of Bonds when due and remarketing proceeds available for such purpose shall constitute a credit against the obligation of the Borrower to make corresponding payments under subsection (e) of this Section 4.2.

(h) If the date when any of the payments required to be made by this Section 4.2 is not a Business Day, then such payments may be made on the next Business Day with the same force and effect as if made on the nominal due date, and no interest shall accrue for the period after such date.

(i) If the Bonds bear interest at a Variable Rate commencing on the Closing Date, the Borrower shall have, and is hereby granted, the option to elect to convert the interest rate borne by the Bonds to the Fixed Rate pursuant to the provisions of Section 2.2 of the Indenture, subject to the terms and conditions set forth therein.

Section 4.3 No Defense or Set-off; Unconditional Obligation. The obligations of the Borrower to make the payments required in Section 4.2 hereof and pursuant to the Note and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional, irrespective of any defense or any rights of set-off, recoupment or counterclaim the Borrower might otherwise have against the City, the Trustee, the Tender Agent, the Paying Agent, the Bond Registrar, the Remarketing Agent or the Bank. The Borrower shall pay during the term of this Agreement the payments to be made on account of the Loan as prescribed in Section 4.2 hereof and all other payments required hereunder free of any deductions and without abatement, diminution or set-off other than those herein expressly provided. Until such time as the principal of, premium, if any, and interest oh the Note and the Bonds shall have been fully paid, or provision for the payment thereof shall have been made in accordance with the Indenture, the Borrower: (i) will not suspend or discontinue any payments provided for in Section 4.2 hereof or the Note; (ii) will perform and observe all of its agreements contained in this Agreement; and (iii) will not terminate this Agreement for any cause, including, without limiting the generality of the foregoing, its failure to complete the Project, the occurrence of any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Project, commercial frustration of purpose, any change in the tax laws of the United States of America or the State or any political subdivision thereof, or any failure of the City, the Trustee or the Bank to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Agreement, except to the extent permitted by this Agreement.

Section 4.4 Assignment and Pledge of Issuer's Rights. As security for the payment of the Bonds, the City will assign and pledge to the Trustee all right, title and interest of the City in and to this Agreement ahd the Note, including the right to receive payments hereunder and thereunder (except for certain rights reserved under the Indenture), and hereby directs the Borrower to make said payments directly to the Trustee. The Borrower herewith assents to such assignment and pledge and will make payments directiy to the Trustee without defense or set-off by reason of any dispute between the Borrower and the City or the Tmstee.

ARTICLE V

SPECIAL COVENANTS AND AGREEMENTS

Section 5.1 Issuer's and Trustee's Right of Access fo the Project. The Borrower agrees that during the term of this Agreement the City and the Trustee and their duly authorized agents shall have the right during regular business hours, with reasonable notice, to enter upon the Project Facilities and examine and inspect the Project Facilities.

Section 5.2 Release and Indemnification Covenants. The Borrower shall indemnify and hold the City (including any official, agent, ofticer, director or employee thereof and counsel to the City) harmless against any and all claims asserted by or on behalf of any person, tirm, corporation, private or municipal, or other entity arising or resulting from, or in any way connected with (i) the tinancing, design, construction, installation, operation, use or maintenance of the Project Facilities, (ii) the violation by the Borrower of any agreement, warranty, covenant or condition of this Agreement, the Land Use Restriction Agreement, any

other contract, agreement or restriction relating to the Project, or any law, ordinance, regulation or court order affecting the Project or the ownership, occupancy or use thereof, (iii) any act, including negligent acts, failure to act or misrepresentation by any person, tirm, corporation, governmental authority or other entity, including the City, in connection with the issuance, sale or delivery of the Bonds, or (iv) any act, failure to act or unintentional misrepresentation by the City in connection with, or in the performance of any obligation related to the issuance, sale and delivery of the Bonds or under this Agreement or the Indenture, or any other agreement executed by or on behalf of the City, including all liabilities, costs and expenses, including attorneys' fees, incurred in any action or proceeding brought by reason of any such claim. If any action or proceeding is brought against the City by reason of any such claim, such action or proceeding shall be defended against by counsel as the City shall determine, and the Borrower shall indemnify the City for costs of such counsel. The Borrower upon notice from the City shall defend such an action or proceeding on behalf of the City. The Borrower shall also indemnify the City from and against all costs and expenses, including attorneys' fees, lawfully incurred in enforcing any obligation of the Borrower under this Agreement. Notwithstanding the foregoing, nothing contained in this subsection shall be construed to indemnify or release the City from any liability which it would otherwise have had arising from the gross negligence, intentional misrepresentation or willful misconduct on the part of the City, or any official, officers, employees, agents or representatives of the City acting in their capacities other than as contemplated by this Agreement.

(a) The Borrower shall indemnify and hold the Trustee, the Bond Registrar, any person who "controls" the Bond Registrar or the Trustee within the meaning of Section 15 of the Securities Act of 1933, as amended, and any member, ofticer, director, official and employee of the Underwriter, the Remarketing Agent, the Bond Registrar or the Trustee (collectively called the "Indemnified Parties') harmless from and against, any and all claims, damages, demands, expenses, liabilities and losses of every kind, character and nature asserted by or on behalf of any person arising out of, resulting from, or in any way connected with, the condition, use, possession, conduct, management, planning, design, acquisition, construction, installation, renovation or sale of the Project Facilities or any part thereof. The Borrower also covenants and agrees, at its expense, to pay, and to indemnify and hold the Indemnified Parties harmless of, from and against, all costs, reasonable attorneys' fees, expenses and liabilities incurred in any action or proceeding brought by reason of any such claim or demand. In the event that any action or proceeding is brought against the Indemnitied Parties by reason of any such claim or demand, the Indemnified Parties shall immediately notify the Borrower, which shall defend any action or proceeding on behalf of the Indemnitied Parties, including the employment of counsel, the payment of all reasonable expenses and the right to negotiate and consent to settlement. Any one or more of the Indemnitied Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Parties unless the employment of such counsel has been specitically authorized by the Borrower. If such separate counsel is employed, the Borrower may join in any such suit for the protection of its own interests. The Borrower shall not be liable for any settiement of any such action effected without consent, but if settled with the consent of the Borrower or if there be a tinal judgment for the plaintiff in any such action, the Borrower agrees to indemnify and hold harmless the Indemnitied Parties. Notwithstanding the foregoing, nothing contained in this subsection shall be construed to indemnify or release the Indemnitied Parties from any liability which it would otherwise have had arising from the gross negligence, intentional misrepresentation or willful misconduct on the part of any of the Indemnified Parties, or any ofticial, officers,

employees, agents or representatives of the Indemnitied Parties acting in their capacities other than as contemplated by this Agreement.

(b) The Borrower shall indemnify and hold each of the Trustee, Bond Registrar, Paying Agent and Tender Agent harmless from and against, any and all claims, damages, demands, expenses, liabilities and losses of every kind, character and nature asserted by or on behalf of any person arising out of, resulting from, or in any way connected with its acceptance or exercise of the powers and duties of such office under the Indenture and, in the case of the Trustee, as the assignee, transferee and pledgee of all right, titie and interest of the City in and to this Agreement and sums payable hereunder, which are not due to negligence or willful misconduct of the party seeking indemnitication, as well as the reasonable costs and expenses of defending against any claim of liability.

Section 5.3 *Records of Borrower* The City and the Trustee shall be permitted, after reasonable notice during regular business hours during the term of this Agreement, to examine the books and records of the Borrower with respect to the Project.

Section 5.4 Tax-*Exempf Sfafus.* Neither the City nor the Borrower shall cause any proceeds of the Bonds to be expended except pursuant to the Indenture. The Borrower shall not take or omit, or permit to be taken or omitted, any other action with respect to the use of such proceeds the taking or omission of which would result in the loss of exclusion of interest on the Bonds from gross income for purposes of federal income taxation, or take or omit, or permit to be taken or omitted, any other action the taking or omission of which would cause the loss of such exclusion. The Borrower shall comply with all provisions of the Arbitrage Certificate.

Section 5.5 *Taxes and Governmental Charges.* The Borrower hereby covenants and agrees that it will promptly pay, as the same become due, all lawful faxes, assessments, utility charges and other governmental charges of any kind whatsoever levied or assessed by federal, state or any municipal government upon or with respect to the Project Facilities or any part thereof or any payments under this Agreement and the Note. The Borrower may, at its expense and in its own name and behalf, in good faith contest any such taxes, assessments and other charges and, in the event of any such contest, permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom, provided that during such period enforcement of any such contested item shall be effectively stayed.

Section 5.6 Maintenance and Repair; Insurance. The Borrower hereby covenants and agrees that it will maintain the Project Facilities in a safe and sound operating condition, making from time to time all needed material repairs thereto, and shall maintain amounts of insurance coverage with respect to the Project Facilities as may be required by the City and/or the Bank, and shall pay all costs of such maintenance, repair and insurance.

Section 5.7 *Letter of Credit.* (a) On or prior to the issuance, sale and delivery of the Bonds to the purchaser or purchasers thereof pursuant to Section 2.6 of the Indenture, the Borrower hereby covenants and agrees to obtain and deliver to the Trustee the initial, irrevocable, transferable Letter of Credit to be issued by the Bank in favor of the Trustee for the benetit of the owners from time to time of the Bonds in the form of [Appendix B] to the initial Reimbursement Agreement. The initial Letter of Credit shall be dated the date of issuance and delivery of the Bonds; shall expire on _____ unless otherwise extended in accordance with the terms and provisions of subsection (b) below and the Reimbursement Agreement; shall

be in the amount of (i) the aggregate principal amount of the Bonds (A) to enable the Trustee to pay the principal of the Bonds at maturity, upon call for redemption prior to maturity or acceleration, and (B) if the Bonds bear interest at a Variable Rate, to enable the Trustee to pay the portion of purchase price of Bonds tendered or deemed to be tendered to the Trustee for purchase, equal to the aggregate principal amount of such Bonds, plus (ii) an amount equal to the interest to accrue on the Bonds for the number of days specitied by the Indenture, (A) to enable the Trustee to pay interest accrued on the Bonds bn the dates and in the manner set forth in the Indenture, and (B)) if the Bonds bear interest at a Variable Rate, to enable the Trustee to pay the portion of the purchase price of Bonds tendered or deemed to be tendered to the Trustee for purchase, equal to the accrued interest on such Bonds.

(b) During the Variable Rate Period, except as hereinafter provided, at any time prior to the 35th day prior to the interest payment date on the Bonds immediately preceding the Stated Expiration Date of the Letter of Credit, the Borrower may, at its option, provide for the extension of the term of the Letter of Credit. Any such extension shall be to the 15th day of any calendar month at least one year after the Stated Expiration Date of the existing Letter of Credit. In connection therewith the Borrower shall furnish proof of such extension, in the form of an amendment to fhe Letter of Credit evidencing such extension, to the Trustee no later than the 35th day prior to the interest payment date on the Bonds immediately preceding the Stated Expiration Date of the Letter of Credit.

(c) [During a Variable Rate Period], subject to the provisions of [Section 2.09] of the initial Reimbursement Agreement and any similar provision of any subsequent Reimbursement Agreement, while a Letter of Credit is in effect, the Borrower may, at its option, deliver to the Trustee a substitute Letter of Credit in substitution for the existing Letter of Credit at any time prior to the 35th day prior to the interest payment date on the Bonds immediately preceding the Stated Expiration Date of the Letter of Credit. The substitute Letter of Credit shall be an irrevocable, direct-pay, transferable letter of credit of a commercial bank in substantially the same form and tenor as the existing Letter of Credit. The stated amount of the substitute Letter of Credit shall equal the then Outstanding principal amount of the Bonds, plus an amount equal to the interest to accrue on the Bonds then Outstanding for a number of days equal to (i) if the Bonds are then in the Variable Rate Period, 35 days, and if the Bonds are then in the Fixed Rate Period, 185 days, plus (ii) if the interest component of the Letter of Credit does not automatically and immediately reinstate after a drawing to pay interest on the Bonds, the sum of (A) six days, plus (B) the maximum number of calendar days the Bank is allowed pursuant to the provisions of such Letter of Credit to reinstate the Letter of Credit after a drawing thereon for interest on the Bonds, at the Cap Rate (or if the Bonds are then in a Fixed Rate Period, at the Fixed Rate). The substitute Letter of Credit shall contain administrative provisions reasonably satisfactory to the Trustee and, if in the Fixed Rate Period, shall expire on the same date as the existing Letter of Credit or on the 15th day of a calendar month no sooner than the Stated Expiration Date of the existing Letter of Credit.

Simultaneously with the delivery of any substitute Letter of Credit to the Trustee, the Borrower must also provide the Trustee with written evidence from the Bank which issued the existing Letter of Credit that the Borrower shall have paid all of its obligations under the Reimbursement Agreement to such Bank (other than any obligations with respect to reimbursement for drawings under the Letter of Credit to purchase Bonds tendered or deemed tendered for purchase pursuant to Section 4.1 or Section 4.2 of the Indenture, which obligations

are not yet due and owing under the Reimbursement Agreement) and shall have paid all other amounts due and owing under the Reimbursement Agreement pursuant to which the existing Letter of Credit was issued (except as aforesaid). Simultaneously with the delivery of such substitute Letter of Credit to the Trustee, the Borrower shall also provide the Trustee with an opinion of Bond Counsel to the effect that such substitute Letter of Credit is authorized under this Agreement, complies with the terms hereof and will not have an adverse effect on the exclusion of the interest on the Bonds from gross income for purposes of federal income taxation. If the Borrower shall fail to furnish to the Trustee written evidence of payment to the Barik as aforesaid together with such opinion of Bond Counsel, the Trustee shall not be deemed to have received the substitute Letter of Credit and shall not surrender the existing Letter of Credit. Upon delivery of a substitute Letter of Credit and the foregoing evidence and opinion, the Trustee is authorized to surrender the existing Letter of Credit and to approve the cancellation of the existing Letter of Credit.

(d) On or after the Conversion Date, the Borrower may, at its option, provide for the delivery to the Trustee of an Alternate Credit Facility to either supplement a Letter of Credit, replace a Letter of Credit or provide credit enhancement if no Letter of Credit is then in effect. An Alternate Credit Facility must be sufficient to cover the full amount of principal and interest on the Bonds (covering at least the amount of interest specified in (c) above). Any Alternate Credit Facility shall be payable to the Trustee for the benetit of the owners of the Bonds and shall have administrative provisions reasonably satisfactory to the Trustee. Simultaneously with the delivery of such an Alternate Credit Facility to the Trustee, the Borrower shall provide the Trustee with (i) an opinion of Bond Counsel to the effect that the delivery of such Alternate Credit Facility is authorized under this Agreement, complies with the terms hereof and will not have an adverse effect on the exclusion of the interest on the Bonds from gross income for purposes of federal income taxation and (ii) if the Alternate Credit Facility is replacing an existing Letter of Credit, written evidence of maintenance of ratings and payment of all obligations owing the existing Bank as provided in subsection (c) above. The Borrower hereby covenants and agrees to give the City, the Trustee, the Bank and the Remarketing Agent written notice of intention to deliver any such Alternate Credit Facility at least 15 Business Days prior to the date on which the Borrower expects to deliver such Alternate Credit Facility.

(e) If the Letter of Credit is set to expire and the Borrower does not intend to deliver a substitute Letter of Credit to the Trustee, the Borrower shall, on or before the 35th day prior to the interest payment date immediately preceding the Stated Expiration Date, give written notice to the City, the Trustee, the Remarketing Agent and the Bank that the Borrower does not intend to deliver such a substitute Letter of Credit to the Trustee prior to the Stated Expiration Date.

Section 5.8. Environmental Laws. The Borrower will comply with the requirements of all federal, state and local environmental and health and safety laws, rules, regulations and orders applicable to or pertaining to the Project Facilities.

Section 5.9. Annual Certificate. The Borrower will furnish to the City and to the Trustee within 120 days after the close of the Borrower's tiscal year, a certiticate of the Borrower signed by the Authorized Borrower Representative stating that the Borrower has made a review of its activities during the preceding tiscal year for the purpose of determining whether or not the Borrower has complied with all of the terms, provisions and conditions of this Agreement and the Land Use Restriction Agreement and the Borrower has kept, observed, performed and fultilled each and every covenant, provision and condition of this Agreement and the Land Use

Restriction Agreement on its part to be performed and is not in default in the performance or observance of any of the terms, covenants, provisions or conditions hereof, or if the Borrower shall be in default such certificate shall specify all such defaults and the nature thereof. Additionally, the Borrower shall furnish to the City and the Trustee, if so requested, such information as may be reasonably requested in writing from time to time relative to compliance by the Borrower with the provisions of this Agreement and the Land Use Restriction Agreement.

Section 5.10. Borrower *to Maintain Its Partnership Existence; Conditions Under Which Exceptions Permitted.* The Borrower agrees that during the term of this Agreement and so long as any Bond is Outstanding, it will maintain its existence as an Illinois limited partnership, will not dissolve or otherwise dispose of all or substantially all of its assets, and will not consolidate with or merge into another entity or permit one or more entities to consolidate with or merge into it.

Section 5.11. Continuing Disclosure Undertaking. If the Bonds become subject to the continuing disclosure requirements of Rule 15c2-12 (the "Rule") adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, the Borrower shall comply with all applicable requirements of the Rule, including the execution of a continuing disclosure undertaking required by the Rule.

Section 5.12. Covenants to City. The Borrower covenants to the City as follows:

(a) no member, official or employee of the City shall have any personal interest, direct or indirect, in the Borrower's business or shall participate in any decision relating to the Borrower's business which affects his/her personal interests or the interests of any corporation, partnership or association in which he/she is directly interested;

(b) no former member, official or employee of the City shall, for a period of one year after the termination of the member's, official's or employee's term of office or employment, assist or represent the Borrower in any business transaction involving the City or any of its agencies, if the member, official or employee participated personally and substantially in the subject matter of the transaction during his/her term of office or employment, provided that if the member, official or employee exercised contract management authority with respect to a contract (including any loan from the City), this prohibition shall be permanent as to that contract; and

(c) the Borrower shall comply with Section 2-154-020 of the Municipal Code of Chicago.

ARTICLE VI

EVENTS OF DEFAULT AND REMEDIES

Section 6.1 Events of Default. The occurrence and continuation of any one of the following shall constitute an Event of Default hereunder:

(a) failure by the Borrower to pay any amounts required to be paid as principal, premium, if any, or interest under this Agreement or under the Note, including, without limitation, Section 4.2(a) or 4.2(e) hereof, on the dates and in the manner specified therein or herein; or

(b) failure by the Borrower to observe or perform any covenant, condition or agreement on its part to be observed or performed in this Agreement, other than as referred to in subsection (a) above, for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to the Borrower by the City, the Trustee or the Bank. If a default other than as described in subsection (a) above is not reasonably capable of being cured within 30 days, then the City and the Trustee shall agree in writing to an extension of such time for such period as they determine reasonable prior to expiration provided that the Borrower is diligentiy pursuing a cure; or

(c) the dissolution or liquidation of the Borrower or the tiling by the Borrower of a voluntary petition in bankruptcy, or failure of the Borrower to promptly lift any execution, garnishment or attachment of such consequence as will impair its ability to carry on its obligations hereunder, or an order for relief under Titie 11 of the United States Code, as amended from time to time, is entered against the Borrower, or a petition or answer proposing the entry of an order for relief against the Borrower under Title 11 of the United States Code, as amended from time to time, or reorganization, arrangement or debt readjustment under any present or future federal bankruptcy act or any similar federal or state law shall be tiled in any court and such petition or answer shall not be discharged within 90 days after the tiling thereof, or the Borrower shall fail generally to pay its debts as they become due, or a custodian (including without limitation a receiver, trustee, assignee for the benefit of creditors or liquidator of the Borrower) shall be appointed for or take possession of all or a substantial part of its properties and shall not be discharged within 90 days after such appointment or taking possession, or the Borrower shall consent to or acquiesce in such appointment or taking possession, or assignment by the Borrower for the benefit of its creditors, or the entry by the Borrower into an agreement of composition with its creditors, for its reorganization, arrangement or debt readjustment under any present or future federal bankruptcy act or any similar federal or state laws; or

(d) any warranty, representation or other statement made by or on behalf of the Borrower contained herein, or in any document or certiticate furnished by the Borrower in compliance with or in reference hereto, is false or misleading in any material respect; or

(e) an *"Event of Default"* shall occur and be continuing under the Indenture.

Section 6.2. Remedies on Default. Whenever any Event of Default shall have occurred and be continuing hereunder, the City or the Trustee may take any one or more of the following remedial steps:

(a) The Trustee may exercise any right, power or remedy permitted to it by law as a holder of the Note, and shall have in particular, without limiting the generality of the foregoing, the right to declare the entire principal and all unpaid interest accrued on the Note to the date of such declaration and any premium the Borrower shall have become obligated to pay to be immediately due and payable, if concurrentiy with or prior to such notice the unpaid principal of and all unpaid accrued interest and premium on the Bonds have been declared to be due and payable under the Indenture, and upon such declaration the Note and the unpaid accrued interest thereon and such premium shall thereupon become forthwith due and payable in an amount sufticient to pay the principal of, premium, if any, and interest on the Bonds under Section 9.2 of the Indenture, without presentment, demand or protest, all of which is hereby expressly

waived. The Borrower shall forthwith pay to the Trustee the entire principal of, premium, if any, and interest accrued on the Note.

(b) The City and the Trustee shall waive, rescind and annul such declaration and the consequences thereof, when any declaration of acceleration on the Bonds has been waived, rescinded and annulled pursuant to and in accordance with Section 9.2 of the Indenture.

(c) The City or the Trustee may take whatever action at law or in equity may appear necessary or desirable to collect the payments and other amounts then due and thereafter to become due or to enforce the performance and observance of any obligation, agreement or covenant of the Borrower under this Agreement.

In case the City or the Trustee shall have proceeded to enforce its rights under this Agreement or the Note, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the City or the Trustee, as the case may be, then and in every such case the Borrower, the City and the Trustee shall be restored respectively to their several positions and rights hereunder and under the Note, and all rights, remedies and powers of the Borrower, the City and the Trustee shall continue as though no such proceeding had been taken.

In case there shall be pending proceedings for the bankruptcy of the Borrower under the federal bankruptcy laws or any other applicable law, or in case a receiver or trustee shall have been appointed for the property of the Borrower, or in the case of ariy other similar judicial proceedings relative to the Borrower, or to the property of fhe Borrower, the Trustee shall be entitled and empowered, by intervention in such proceedings or otherwise, to tile and prove a claim or claims for the whole amount owing and unpaid pursuant to this Agreement and the Note and, in case of any judicial proceedings, to tile such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee allowed in such judicial proceedings relative to the Borrower, its creditors or its property, and to collect and receive any moneys or other property payable or deliverable on any such claims, and to distribute the same after the deduction of charges and expenses; and any receiver, assignee or trustee in bankruptcy or reorganization is hereby authorized to make such payments to the Trustee, and to pay to the Trustee any amount due it for compensation and expenses, including reasonable attorneys' fees incurred by it up to the date of such distribution.

Section 6.3. Agreement *to Pay* Attorney's *Fees* and *Expenses.* If the City or the Trustee should employ attorneys or incur other expenses for the collection of the payments due under this Agreement or the Note or the enforcement of the performance or observance of any obligation or agreement on the part of the Borrower contained herein, the Borrower agrees that it will on demand therefor pay to the City or the Trustee the fees of such attorneys and such other expenses so incurred by the City or the Trustee.

Section 6.4. *No Remedy Exclusive.* No remedy herein conferred upon or reserved to the City or the Trustee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement and the Indenture now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power and accruing upon any Event of Default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to it

in this Article VI, it shall not be necessary to give any notice other than such notice as may be herein expressly required. Such rights and remedies as are given the City hereunder shall also extend to the Trustee, and the Trustee and the owners from time to time of the Bonds shall be deemed third party beneticiaries of all covenants and agreements contained herein.

Section 6.5. No Additional Waiver Implied by One Waiver. If any agreement contained in this Agreement should be breached by the Borrower and thereafter waived by the City or the Trustee, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 6.6. Termination by the City. (a) Pursuant to Section 2-156-030(b) of the Municipal Code of Chicago, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a "Business Relationship" (as detined in Section 2-156-080 of the Municipal Code of Chicago), or fo participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship. [Violation of Section 2-156-030(b) by any elected official, or any person acting at the direction of such official, with respect to this Agreement, the Indenture, the Bonds or the "Bond Purchase Agreement" related to the Bonds, or in connection with the transactions contemplated hereby or thereby, shall be grounds for termination of this Agreement, the Bonds and the transactions contemplated hereby and thereby.]

(b) [Failure by the Borrower or any controlling person (as detined in Section 1-23-010 of the Muncipal Code of Chicago) thereof to maintain eligibility to do business with the City as required by Section 1-23-030 of the Municipal Code of Chicago shall be grounds for termination of this Agreement, the Bonds and the transactions contemplated hereby and thereby.]

(d) [The City shall give written notice thereof to the Trustee and the Borrower of a termination by the City pursuant to (a) or (b) above.]

ARTICLE VII

PREPAYMENT OF NOTE

Section 7.1 Obligation to Prepay the Note. Upon the occurrence of a Determination of Taxability the Borrower shall have, and hereby accepts, the obligation to prepay the principal of the Note as a whole, and not in part, on any date within 60 days after the occurrence of a Determination of Taxability, for redemption of the Bonds pursuant to Section 3.1(c) of the Indenture. The amount to be prepaid pursuant to this Section 7.1 in such event shall be 100 percent of the then outstanding principal amount of the Bonds (or [103] percent of the then outstanding principal amount of the Bonds during the Fixed Rate Period) plus accrued interest to the date tixed for redemption.

Section 7.2 General Option to Prepay the Note. The Borrower shall have, and is hereby granted, the option to prepay the principal of the Note as a whole, or in part, by paying to the Trustee an amount sufficient to redeem all or a portion of the Bonds then Outstanding, in the manner, at the redemption prices (including premium, if any), from the sources and on the dates specified in Sections 3.1(a) and 3.1(b) of the Indenture.

Section 7.3 Redemption of the Bonds. To perform an obligation imposed upon the Borrower or to exercise an option granted to the Borrower by this Article VII, the Borrower shall give written notice to the City, the Trustee and the Bank which notice shall specify therein the date upon which prepayment of the Note (or a portion thereof) will be made, which date shall be not less than 35 days from the date the notice is mailed, and shall specify that all of the principal amount of the Note or a specified portion thereof is to be so prepaid. On or before the date such notice is given to the Bank, the Borrower shall obtain the consent of the Bank tb such redemption required by Section 7.19(c) of the initial Reimbursement Agreement or any similar provision of any subsequent Reimbursement Agreement. The Trustee shall take all steps (other than the payment of the money required to redeem the Bonds) necessary under the applicable provisions of the Indenture to effect the redemption of the Bonds (or a portion thereof) in amounts equal to the amount of the principal of the Note so prepaid as provided in this Article VII.

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Notices. All notices, certificates or other communications shall be sufficiently given and shall be deemed given when the same are (a) deposited in the United States mail and sent by first class mail, postage prepaid, or (b) delivered, in each case, to the parties at the addresses set forth below or at such other address as a party may designate by notice to the other parties:

If to the City:

City of Chicago
Department of Housing
33 North LaSalle Street
Suite 1100
Chicago, Illinois 60602
Attention: Commissioner, Department of Housing
Phone: (312) 742-0871
Fax: (312) 742-1396

With copies to:

City of Chicago
Office of the Corporation Counsel
City Hall - Room 600
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Finance and Economic Development Division
Phone: (312) 744-1574
Fax: (312) 744-1887

City of Chicago
Department of Finance - Financial Policy
33 North LaSalle Street, 6th Floor
Chicago, Illinois 60602
Attention: Deputy Comptroller
Phone: (312) 744-7106
Fax: (312) 744-4877

If to the Borrower: Community Housing Partners XV L.P.
c/o Chicago Community Development Corporation
36 South Wabash Avenue
Suite 1310
Chicago, Illinois 60603
Attention: _____
Phone: _____

With a copy to: Duane Morris LLP
190 S. LaSalle Street
Suite 3700
Chicago, Illinois 60603
Attention: Douglas Antonio
Phone: 312-499-6772
Fax: 312-277-1091

and

_____
_____
_____
Attention: _____
Phone: _____
Fax: _____

If to the Trustee: Seaway Bank and Trust Company
645 East 87th Street
Suite 500
Chicago, Illinois 60619
Attention: Lois Jenkins
Phone: 773-602-4156
Fax: 773-846-4246

If to the Bank: Harris N.A.
c/o Bank of Montreal
Trade Finance Services Department, 3rd Floor
International Operations Services
234 Simcoe Street
Toronto, Ontario, Canada M5T IT4
Attention: Manager, U.S. L/C Processing Unit
Phone: (877) 801-7787
Fax: (877) 801-0414

Harris N.A.
111 West Monroe Street, 2nd Floor East
Chicago, Illinois 60603
Attention: Katherine B. Mazzocco
Phone: (312) 461-2797
Fax: (312) 765-8348

With a copy to: Albert Whitehead, P.C.
10 North Dearborn, Suite 600
Chicago, Illinois 60602
Attention: Gregory C. Whitehead
Phone: (312) 357-6300
Fax: (312) 357-6320

If to the Remarketing Agent: Merrill Lynch, Pierce, Fenner & Smith Incorporated
4 World Financial Center, 11th Floor
New York, New York 10080
Attention: Municipal Markets Department
Phone: (212) 449-5101
Fax: (646) 736-6960

A duplicate copy of each notice, certificate or other communication given hereunder by either the City or the Borrower to the other shall also be given to the Trustee, the Remarketing Agent and the Bank.

Section 8.2 Assignments. This Agreement may not be assigned by either party without the consent of the other and the Trustee and the Bank, except that the City shall assign and pledge to the Trustee all right, title and interest in and to this Agreement as provided by Section 4.4 hereof. No transfer of titie to the Project Facilities shall be made unless the transferee assumes all of the duties of the Borrower under this Agreement and the Land Use Restriction Agreement, provided that such assumption may contain an exculpation of the assignee from personal liability with respect to any obligation hereunder. Upon the assumption of the duties of the Borrower, the Borrower shall be released from all executory obligations so assumed.

Section 8.3 Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

Section 8.4 Execution of Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; provided that for purposes of perfecting a security interest in this Agreement by the Trustee under Article 9 of fhe Uniform Commercial Code of the State, only the counterpart assigned, pledged and delivered to the Trustee shall be deemed the original.

Section 8.5 Amounts Remaining in Any Fund or With Trustee. It is agreed by the parties hereto that after payment in full of (a) the principal of, premium, if any, and interest on the Bonds, (b) the fees, charges and expenses of the City, the Trustee, the Bond Registrar and the Remarketing Agent in accordance herewith and with the Indenture, the Note and the Remarketing Agreement (the payment of which fees, charges and expenses shall be evidenced by a written certitication of fhe Borrower that it has fully paid all such fees, charges and expenses), (c) all other amounts required to be paid under this Agreement, the Note and the Indenture and (d) any amounts due under the Mortgage Loan concurrently with tinal endorsement of the Promissory Note evidencing the Mortgage Loan, (e) any amounts due to the City pursuant to the Affordable Housing Loan for the Project and, thereafter, any other amounts

due to the City, including, but not limited to, all taxes, water bills and parking tickets owed to the City, any amounts remaining in any fund or account maintained under this Agreement or the Indenture and not applied to the principal of, premium, if any, and interest on the Bonds shall belong to and be paid to the Borrower by the Trustee; provided that if the Trustee shall have drawn under the Letter of Credit, the Trustee shall request a written statement from the Bank as to whether or not the Bank has been reimbursed by the Borrower for any and all such drawings under the Reimbursement Agreement (other than an obligation for a drawing under the Letter of Credit to purchase Bonds tendered or deemed to be tendered for purchase pursuant to Section 4.1 or Section 4.2 of the Indenture, which obligations are not due and owing under the Reimbursement Agreement and except to the extent any other obligations are disputed in good faith), such amounts remaining in the Bond Fund or the Bond Purchase Fund shall, upon written notice from the Bank that the Borrower has not reimbursed the Bank under the Reimbursement Agreement for any such drawing under the Letter of Credit (which notice shall state the unreimbursed amount), shall be deemed to constitute property of and be paid to the Bank by the Trustee to the extent that the Borrower has not so reimbursed the Bank.

Section 8.6 *Amendments, Changes and Modifications.* Except as otherwise provided in this Agreement or the Indenture, subsequent to the initial issuance of the Bonds and prior to their payment in full, this Agreement may not be effectively amended, changed, moditied, altered or terminated except in the manner provided in the Indenture.

Section 8.7 *Governing* Law. This Agreement shall be governed exclusively by and construed in accordance with the applicable law of the State.

Section 8.8 *Authorized* Borrower *Representative.* Whenever under the provisions of this Agreement the approval of the Borrower is required or the Borrower is required to take some action at the request of the City, the Trustee or the Bank, such approval or such request shall be given for the Borrower by the Authorized Borrower Representative, and the City, the Trustee and the Bank shall be authorized to act on any such approval or request and neither party hereto shall have any complaint against the other or against the Trustee or the Bank as a result of any such action taken.

Section 8.9 *Terms of This Agreement.* This Agreement shall be in full force and effect from fhe date hereof, and shall continue in effect until the payment in full of all principal of, premium, if any, and interest on the Bonds, or provision for the payment thereof shall have been made pursuant to Article VIII of the Indenture, all fees, charges and expenses of the City, the Trustee, the Bond Registrar, the Underwriter and the Remarketing Agent have been fully paid or provision made for such payment (the payment of which fees, charges, indemnities and expenses shall be evidenced by a written certitication of the Borrower that it has fully paid all such fees, charges, indemnities and expenses) and all other amounts due hereunder and under the Note have been duly paid or provision made for such payment. All representations, certitications and covenants by the Borrower as to the indemnitication of various parties as described in Section 5.2 hereof, the payment of fees and expenses of the City as described in Sections 4.2(b) and 6.3 hereof and all matters affecting the tax-exempt status of the interest on Bonds shall survive the termination of this Agreement.

Section 8.10 *Binding Effect.* This Agreement shall inure to the benetit of and shall be binding upon the City, the Borrower and their respective successors and assigns; subject, however, to the limitations contained in Section 4.4 hereof,

Section 8.11 References to Bank and Letter of Credit. At any time while the Letter of Credit is not in effect and all amounts payable under the Reimbursement Agreement have been paid, all references to the Bank and the Letter of Credit shall be ineffective.

Section 8.12 Limited Liability of City. No covenant, agreement or obligation contained in this Agreement shall be deemed to be a covenant, agreement or obligation of any present or future member, official, officer, employee or agent of the City in his individual capacity, and neither the members, officials, officers, employees and agents of the City nor any officer thereof executing this Agreement shall be liable personally hereon or be subject to any personal liability or accountability by reason of the execution and delivery hereof. No member, official, officer, employee or agent of the City shall incur any personal liability with respect to any other action taken by him pursuant to this Agreement or any of the transactions contemplated hereby provided he does not act in bad faith.

Section 8.13 Rights Under the Indenture. With regard to any default concerning which notice is given to the City, the Borrower, the Bank and the Remarketing Agent under the provisions of Section 9.12 of the Indenture, the City hereby grants the Borrower full authority for the account of the City tp perform any covenant or obligation alleged in said notice to constitute a default, in the name and stead of the City with full power to do any and all lawful things and acts to the same extent that the City could do and perform any such things and acts and with power of substitution.

Section 8.14 Limited Liability of Borrower. Except as provided in this Section, neither the Borrower nor any of its general or limited partners or their respective successors and assigns is personally liable for payments on the Note. The obligations of the Borrower contained in this Agreement and in the Note are limited obligations payable solely from the Borrower's interest in and revenues derived from the Project Facilities and from the payments made by the Bank to the Trustee on behalf of the Borrower under the Letter of Credit. Any judgment rendered against the Borrower for damages at law under this Agreement or the Note shall be limited to the Borrower's interest in and the revenues derived from the Project Facilities, and except as otherwise expressly provided herein, no deticiency or other personal judgment, or any order or decree of specitic performance or other equitable remedies shall be rendered against the Borrower, its assets (other than its interest in and the revenues derived from the Project Facilities), its general or limited partners, their heirs, personal representatives, successors, transferees or assigns, as the case may be, in any action or proceedings arising out of this Agreement or the Note, or any judgment, order or decree rendered pursuant to any such action or proceedings; provided that the limitations of this Section shall not apply to equitable remedies ordered or decreed to enforce the non-monetary covenants and agreements of this Agreement.

Section 8.15 HUD Rider. The HUD-Required Provisions Rider attached hereto as Exhibit B is hereby incorporated into this Loan Agreement.

IN WITNESS WHEREOF, the City of Chicago and Community Housing Partners XV L.P. have caused this Agreement to be executed in their names and attested by their duly authorized officers, all as of the day first above written

CITY OF CHICAGO

By:_____
Chief Financial Officer

COMMUNITY HOUSING PARTNERS XV L.P., an Illinois limited partnership

By: _____

EXHIBIT A

FORM OF PROMISSORY NOTE

FOR VALUE RECEIVED, intending to be legally bound hereby, Community Housing Partners XV L.P., an Illinois limited partnership (the "Borrower"), hereby promises to pay to Seaway Bank and Trust Company, Chicago, Illinois, or its successors and assigns (the "Trustee"), in lawful money of the United States of America in federal or other immediately available funds, the principal amount of $_____ due on _____, and to pay interest from the date hereof on the unpaid principal balance hereof at such rates equal to the interest rates from fime to fime borne by the Bonds (as hereinafter defined), calculated during the Variable Rate Period (as defined in the Indenture hereinafter referred to) on the basis of a calendar year consisting of 365 or 366 days, as the case may be, and calculated on the actual number of days elapsed, and calculated during the Fixed Rate Period (as defined in the Indenture hereinafter referred to) on the basis of a calendar year consisfing of 360 days of 12 30-day months, payable in lawful money of the United States of America in federal or other immediately available funds during said Variable Rate Period on the first Business Day (as defined in the Indenture hereinafter referred to) of each calendar month thereafter and on the date of the commencement of said Fixed Rate Period, until the eariier of the date of the commencement of said Fixed Rate Period or the date on which said principal amount is paid, and during said Fixed Rate Period on the first day of the _____ or _____ immediately following the commencement of said Fixed Rate Period and on the first day of each _____ and _____ thereafter, until said principal amount is paid.

This Promissory Note shall bear interest on any overdue installment of principal hereof, premium, if any, or interest hereon (to the extent legally enforceable) at a rate equal to the interest rate bome by this Promissory Note, from time to time, from the due date thereof until paid.

This Promissory Note is issued pursuant to the Loan Agreement dated as of _____ 1, 2011, by and between the City of Chicago (the "City") and the Borrower (the "Agreement"), and is issued in consideration of the loan made thereunder and to evidence the obligations of the Borrower set forth in Section 4.2(a) thereof. The Borrower covenants and agrees that the payments of principal hereof and premium, if any, and interest hereon will be sufficient to enable the Trustee to pay when due the principal of, premium, if any, and interest on the City's Multi-Family Housing Revenue Bonds (Hazel Winthrop Apartments) Series 2011B in the aggregate principal amount of $_____ (the "Bonds"), issued pursuant to the Trust Indenture dated as of _____ 1, 2011, from the City to the Trustee.

Each payment of principal of, premium, if any, and interest on this Promissory Note shall at all times be sufficient to pay the total amount of principal of (whether at maturity or upon acceleration or prior redemption), premium, if any, and interest on the Bonds on the same date. The total payments to be made by the Borrower hereunder shall be sufficient to pay when due the principal of (whether at maturity or upon acceleration or prior redempfion), premium, if any, and interest on the Bonds; provided that the Excess Amount (as hereinafter defined) held by the Trustee in the Bond Fund (as defined in the Agreement) on a payment date shall be credited against the payment due on such date; and provided further, tthat, subject to the provisions of the immediately following sentence, if at any fime the amount held by the Trustee in said Bond Fund should be sufficient (and remain sufficient) to pay at the fimes required the principal of, interest and premium, if any, on the Bonds then remaining unpaid, the Borrower shall not be obligated to make any further payments under the provisions of the preceding sentence. If on

any day the Excess Amount held by the Trustee in said Bond Fund is insufficient to make the then required payments of principal of (whether at maturity or upon redemption prior to maturity or accelerafion), interest and premium, if any, on the Bonds on such date, the Borrower shall forthwith pay such deficiency. The term *"Excess Amounf"* as of any interest payment date shall mean the amount in said Bond Fund on such date in excess of the amount required for payment of the principal of the Bonds which theretofore has matured at maturity or on a date fixed for redempfion and premium, if any, on such Bonds in all cases where interest checks have not been presented for payment and paid.

This Promissory Note is entitled to the benefit and is subject to the condifions of the Agreement. The obligafions of the Borrower tp make the payments required hereunder are absolute and uncondifional, without any defense or without right of set-off, counterclaim or recoupment by reason of any default by the City under the Agreement or under any other agreement between the Borrower, the City or the Trustee, or out of any indebtedness or liability at any fime owing to the Borrower by the City or the Trustee, or for any other reason.

This Promissory Note is subject to mandatory prepayment as a whole, and opfional prepayment as a whole or in part, as provided in Article VII of the Agreement.

In certain events, on the condifions, in the manner and with the effect set out in the Agreement, the principal installments of this Promissory Note may be declared due and payable before the stated maturity thereof, together with accrued interest thereon.

Except as provided in this paragraph, neither the Borrower, any of its general or limited partners or their respective successors and assigns is personally liable for payments under this Note. The obligafions of the Borrower contained in this Note are limited obligafions payable solely from the Borrower's interest in and revenues derived from the Project Facilities (as defined in the Agreement) and from the payments made by the Bank (as defined in the Agreement) to the Trustee on behalf of the Borrower under the Letter of Credit (as defined in the Agreement). Any judgment rendered against the Borrower for damages at law under this Note shall be limited to the Borrower's interest in and the revenues derived from the Project Facilifies, and except as otherwise expressly provided in the Agreement; no deficiency or other personal judgment, or any order or decree of specific performance or other equitable remedies shall be rendered against the Borrower, its assets (other than its interest in and the revenues derived from the Project Facilifies), its general or limited partners, their heirs, personal representatives, successors, transferees or assigns, as the case may be, in any acfion or proceedings arising out of this Note, or any judgment, order or decree rendered pursuant to any such action or proceeding.

Reference is hereby made to the Agreement for a complete statement of the terms and condifions under which the maturity of the principal installments of this Promissory Note may be accelerated.

IN WITNESS WHEREOF, the Borrower has executed and delivered this Promissory Note as of the _____ day of ___, 2011.

COMMUNITY HOUSING PARTNERS XV L.P., an Illinois limited partnership

By: _____

_____

By: _____

_____

EXHIBIT B

HUD-REQUIRED PROVISIONS RIDER

THIS RIDER is attached to and made a part of that certain Loan Agreement (the "Document"), dated as of _____ 1, 2011, entered into by and between the City of Chicago, its successors and assigns (the "Subordinate Lender") and Community Housing Partners XV L.P., an Illinois limited partnership, its successors and assigns (the "Company" or the "Borrower") relating to the property commonly known as Hazel Winthrop Apartments. In the event of any confiict, inconsistency or ambiguity between the provisions of this Rider and the provisions of the Document, the provisions of this Rider shall control. All capitalized terms used herein and not othenwise defined herein shall have the meaning given to such terms in the Document. As used herein, the term "HUD" shall mean the United States Department of Housing and Urban Development; the term "FHA" shall mean the Federal Housing Administration, an organizafional unit of HUD; the term "Project" shall have the same meaning as in the HUD Regulatory Agreement described below; and the term "HUD/FHA Loan Documents" shall mean the following documents relafing to the HUD-insured mortgage loan for the Project (Project No. _____):

A. Commitment for Insurance dated _____, 2011, issued by the Secretary of HUD pursuant to Secfion 221(d)(4);

B. Building Loan Agreement, dated _____ 1, 2011, between the Borrower and Mortgagee;

C. Mortgage Note, dated _____ 1, 2011, made by the Borrower payable to the order of Mortgagee in the principal amount of $_____ (the "Mortgage Note");

D. Mortgage, dated _____ 1, 2011, made by the Borrower in favor of Mortgagee and encumbering the Project as security for the said Mortgage Note (the "Mortgage");

E. Financing Statements made by the Borrower, as debtor, in favor of Mortgagee and/or the Secretary of HUD as their interests may appear, as secured party recorded with the Cook County Recorder's Office and to be filed with the Illinois Secretary of State;

F. Regulatory Agreement for Multifamily Housing Projects, dated _____ 1, 2011, between the Borrower and HUD (the "HUD Regulatory Agreement");

G. Assignment of Rents and Leases from Borrower to Mortgagee dated as of _____ 1, 2011;

H. Assignment of Contracts and Documents from Borrower to Mortgagee dated as of _____ 1, 2011; and

I. Security Agreement dated as of _____ 1, 2011 between the Borrower, as debtor, and Mortgagee and/or the Secretary of HUD as their interests may appear, as secured party.

R-1 Notwithstanding anything in the Document to the contrary, the provisions of the Document are subordinate to all applicable federal statutes, HUD mortgage insurance regulations and related HUD directives and administrative requirements, except those HUD mortgage insurance regulations, related HUD directives and administrative requirements which have been waived in writing by HUD with respect to the Project. The provisions of the Document are also expressly subordinate to the HUD/FHA Loan Documents. In the event of any conflict between the Document and the provisions of any applicable federal statutes, HUD mortgage insurance regulations, related HUD directives and administrative requirements, or HUD/FHA Loan Documents, the federal statutes, HUD mortgage insurance regulations, related HUD directives and administrative requirements and HUD/FHA Loan Documents shall control, unless waived in writing by HUD with respect to the Project.

R-2 Failure on the part of the Borrower to comply with the covenants contained in the Document shall not serve as the basis for default on any HUD-insured or HUD-held mortgage on the Project.

R-3 Compliance by the Borrower with the provisions and covenants of the Document and enforcement pf the provisions or covenants contained in the Document, including, but not limited to, any indemnitication provisions or covenants, will not and shall not result in any claim or lien against the Project, any asset of the Project, the proceeds of the Mortgage, any reserve, or deposit required by HUD in connection with the Mortgage transaction or the rents or other income from the Project, other than distributable "Surplus Cash" (as that term is defined in the HUD Regulatory Agreement).

R-4 No amendment to the Document made after the date of the initial HUD endorsement of the Mortgage Note shall have any force or effect until and unless HUD approves such amendment in writing. No amendment made after the aforesaid date to any HUD/FHA Loan Document shall be binding upon the Subordinate Lender unless the Subordinate Lender has consented thereto in writing.

R-5 Unless waived in writing by HUD with respect to the Project, any action prohibited or required by HUD pursuant to applicable federal law, HUD regulations, HUD directives and administrative requirements or fhe HUD/FHA Loan Documents, shall supersede any contiicting provision of the Document, and the performance or failure to perform of the Borrower in accordance with such laws, regulations, directives, administrative requirements or HUD/FHA Loan Documents shall not constitute an event of default under the Document.

R-6 So long as HUD is the insurer or holder of any mortgage on the Project or any indebtedness secured by a mortgage on the Project, the Borrower shall not and is not permitted to pay any amount required to be paid under the provisions of fhe Document except from distributable Surplus Cash, as such term is detined in,

and in accordance with the conditions prescribed in the HUD Regulatory Agreement unless otherwise specitically permitted in writing by HUD.

R-7 In the event of the appointment by any court of any person, other than HUD or the Mortgagee, as a receiver, as a mortgagee or party in possession, or in the event of any enforcement of any assignment of leases, rents, issues, protits, or contracts contained in the Document (if any), with or without court action, no rents, revenue or other income of the Project collected by the receiver, person in possession or person pursuing enforcement as aforesaid, shall be utilized for the payment of interest, principal or any other amount due and payable under the provisions of the Document, except from distributable Surplus Cash in accordance with the HUD Regulatory Agreement. The receiver, person in possession or person pursuing enforcement shall operate the Project in accordance with all provisions of the HUD/FHA Loan Documents.

R-8 A duplicate of each notice given, whether required or permitted to be given, under the provisions of the Document shall also be given to:

Department of Housing and Urban Development
77 West Jackson Blvd.
Chicago, Illinois 60604
Attention: Director of Multi-Family Housing
Project No._____

HUD may designate any further or different addresses for duplicate notices.

R-9 Notwithstanding anything in the Document to the contrary, the Borrower and its successors and assigns may sell, convey, transfer, lease, sublease or encumber the Project or any part thereof, provided it obtains the prior written consent of HUD to any such sale, conveyance, transfer, lease, sublease or encumbrance. Notwithstanding anything in the Document to the contrary, the Borrower may make application to HUD for approval of a Transfer of Physical Assets in accordance with HUD regulations, directives and policies.

R-10 Subordinate Lender shall have no right (A) to bring an action or proceeding on or pursuant to fhe terms and provisions of the Document, or (B) to bring an action or proceeding to foreclose the Document, or (C) to commence any bankruptcy, reorganization or insolvency proceeding involving the Company, or (D) enforce any remedies it may have under the terms and provisions of the Document or to commence any other enforcement action, in each instance, without the prior written consent of HUD and if such action or proceeding to foreclose is approved, no tenant of any portion of the Project shall be named as a party defendant in any such action or proceeding, nor will any other action or proceeding be brought or taken with respect to any tenant of any portion of the Project, the effect of which would be to terminate any occupancy or lease of any portion of the Project, unless HUD specitically consents thereto in writing.

The term "enforcement action" shall mean, with respect to the Subordinate Lender's loan, the acceleration of all or any part of the Subordinate Lender's loan, the obtaining of a receiver, the taking of possession or control of all or any portion of the Project, the suing on the subordinate Note, the exercising of any

bankers' lien or rights of set-off or recoupment, or the taking of any other enforcement action against the Project, or under the Manager's Pledge.

R-11 Notwithstanding anything in the Document to the contrary, the provisions of this HUD Required Provisions Rider are for the benefit of and are enforceable by HUD and the Mortgagee.

[Signatures Appear on Next Page]

Executed as of the date set forth above.

COMMUNITY HOUSING PARTNERS XV L.P.,
an Illinois limited partnership

By: _____

_____

By: _____

_____

The foregoing HUD-Required Provisions Rider hereby acknowledged and consented to by the undersigned as of this ___ day of _____ 2011.

CITY OF CHICAGO

By:_____
Chief Financial Officer

HARRIS, N.A.

By:_____
Name:_____
Title:_____

SEAWAY BANK AND TRUST COMPANY,
as Trustee

By: _____
Name:_____
Title:_____

EXHIBIT F

Form of Series 2011A Bond Purchase Agreement

(See Attached)

GSH Draft 2-2-2011

BOND PURCHASE AGREEMENT

$_____
CITY OF CHICAGO
Multi-Family Housing Revenue Bonds
(Hazel Winthrop Apartments), Series 2011A
(FHA Insured/GNMA)

Dated _____

City of Chicago
Office of the Chief Financial Officer
Department of Finance
33 North LaSalle Street, 6th Floor
Chicago, Illinois 60602

Community Housing Partners XV L.P.
c/o Chicago Community Development Corporation
36 South Wabash Avenue, Suite 1310
Chicago, Illinois 60603

Ladies and Gentlemen:

In connection with the issuance by the City of Chicago (the "City") of its $_____ aggregate principal amount of Multi-Family Housing Revenue Bonds (Hazel Winthrop Apartments), Series 2011A (FHA Insured/GNMA) (the "Bonds"), Merrill Lynch, Pierce, Fenner & Smith Incorporated (the "Representative"), on behalf of itself and Garner Rich, LLC (collectively, the "Underwriters"), hereby offers to enter into this Bond Purchase Agreement, for the purchase by the Underwriters and the sale by the City of all, but not less than all, of the Bonds as they are issued and delivered pursuant to a Trust Indenture dated as of _____1, 2011 (the "Indenture"), between the City and Seaway Bank and Trust Company, Chicago, Illinois, as Trustee (the "Trustee"), subject to the conditions of this Bond Purchase Agreement and the acceptance of this proposal by the City and Community Housing Partners XV, L.P., an Illinois limited partnership (the "Owner"), at or before 2:00 p.m. (Chicago time) on the date hereof and subject to the following provisions:

Section 1. Definitions. Capitalized terms defined in the Preliminary Official Statement dated _____ , relating to the Bonds (the "Preliminary Official Statement") shall have the same meanings herein. In addition to those terms defined in the Preliminary Official Statement, the following terms shall have the following meanings in this Agreement unless another meaning is plainly intended:

(a) "Agreement" means this Bond Purchase Agreement by and among the Underwriters, the City and the Owner;

(b) "Basic Documents" means the Indenture and the Basic Owner Documents;

(c) "Basic Owner Documents" means the Financing Agreement, the Land Use Restriction Agreement, the Mortgage Loan Documents and the Continuing Disclosure Agreement;

(d) "Bond Counsel" means Greenberg Traurig, LLP of Chicago, Illinois;

(e) "Building Loan Agreement" means the Building Loan Agreement between the Owner and the GNMA Issuer;

(f) "Buy-Sell Agreement" means the Purchase and Sale Agreement by and between the GNMA Issuer and the Trustee;

(g) "City's Closing Documents" means any document required pursuant to Section 6(c) hereof delivered or executed by the City on or prior to Date of Closing;

(h) "Closing" refers to the transaction at which there is an initial delivery of Bonds by the City to the Underwriters, or its designee, paid for by the Underwriters pursuant to this Agreement;

(i) "Closing Documents" means, collectively, the documents required pursuant to Section 6(c) hereof to be delivered on the Date of Closing, including the Basic Owner Documents;

(j) "Corporation Counsel" means the Corporation Counsel of the City;

(k) "Counsel to the Owner" means Duane Morris LLP, of Chicago, Illinois;

(l) "Counsel to the Underwriters" means Gonzalez, Saggio and Hartan, LLC of Chicago, Illinois;

(m) "Date of Closing" shall have the meaning ascribed to it in Section 5 hereof;

(n) "General Partner" means Chicago Community Development Corporation, an Illinois corporation and Hazel Winthrop NFP, an Illinois not-for-protit corporation and their respective successors and assigns;

(o) "HUD Regulatory Agreement" means the Regulatory Agreement for Multifamily Housing Projects (HUD-92466) with respect to the Project between the Owner and HUD;

(p) "Mortgage Loan Documents" means the Mortgage Note, the Mortgage, the HUD Regulatory Agreement, the Security Agreement, the Building Loan Agreement and other documents required by FHA in connection with the closing of the Mortgage Loan;

(q) "Official Statement" means the Ofticial Statement dated _____ , relating to the Bonds;

(r) "Owner's Closing Documents" means any documents required pursuant to Section 6(c) hereof to be delivered or executed by the Owner on or prior to the Date of Closing;

Section 2. Purchase and Sale of the Bonds. Upon the terms and conditions and upon the basis of the representations herein set forth, the Underwriters hereby agree to use its

best efforts to solicit purchasers of the Bonds and, upon receipt of funds from such purchasers, to purchase from the City, and the City hereby agrees to sell to the Undenwriters, the Bonds at a purchase price equal to $_____ (plus accrued interest in the amount of $_____) payable on the date of delivery in federal or other immediately available funds.

Payment for Bonds shall be made in immediately available funds on the Date of Closing. On the Date of Closing, the Owner shall cause to be paid to the Representative in immediately available funds (i) the fee to the Underwriters in the amount of $_____.

The Bonds shall be issued under and pursuant to, and secured as provided in the Indenture. The Bonds shall mature on _____ and shall bear interest at the rate of _____ % per annum. The Bonds shall be subject to the redemption provisions set forth in the Indenture.

Section 3. *Initial Offering*. The Undenwriters agree to make a bona *fide* public offering of the Bonds. In order to assist the Undenwriters in the public offering of the Bonds, the City and the Owner hereby authorize and ratify the distribution by the Undenwriters prior to the date hereof of drafts of the Indenture, the Financing Agreement, the Ofticial Statement, the Land Use Restriction Agreement, the Mortgage Note and the Mortgage, and all information contained in each thereof, and all other documents, certiticates and statements furnished by the City and the Owner to the Underwriters in connection with the transactions contemplated by this Bond Purchase Agreement, in connection with the sale of the Bonds.

Section 4. *Officiai Statement; End of Underwriting Period*.

(a) The Owner hereby certities to the Undenwriters that for purposes of Rule 15c2-12 (the "*Rule*") promulgated under the Securities Exchange Act of 1934, as amended (the "*1934 Act*"), the Ofticial Statement is hereby "deemed tinal" as of its date; provided that this representation by the Owner shall not be deemed to expand or othenwise affect the scope or substance of any of the Owner's representations, warranties or covenants or indemnities. No dealer, salesperson or any other person has been authorized by the Undenwriters, the City or the Owner to give any information or make any representations, other than the information contained in the Preliminary Official Statement and the other documents referred to in this paragraph, in connection with the offering of the Bonds. The Owner shall, upon request, provide at its expense to the Undenwriters sufficient quantities of the Ofticial Statement fo comply with any applicable provisions of the Rule, any applicable rules of the Municipal Securities Rulemaking Board (the "*MSRB*") with respect to the distribution to each potential customer for the Bonds, and any required tilings by the Underwriters of a copy of the Ofticial Statement.

If on or prior to the Date of Closing or within twenty-tive (25) days after the "end of the underwriting period" (as hereinafter detined) any event known to the Owner relating to or affecting the Owner, the Project, the Ordinance or the Bonds should occur which would cause any statement of a material fact contained in the Ofticial Statement fo be materially incorrect or materially incomplete, the Owner will notify the Underwriters in writing of the circumstances and details of such event in sufficient time that the actions required by this paragraph may be taken in a manner that will be in compliance with the Rule. If, as a result of such event, it is necessary, in the joint opinion of the Owner and the Representative to amend or supplement the Ofticial Statement by statihg or restating any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not

misleading, the Owner will prepare, execute and furnish to the Representative, within a time that will allow for compliance with the Rule, a reasonable number of copies of an amendment of or a supplement to the Official Statement in form and substance satisfactory to the City, the Owner and the Representative, at the Owner's sole cost and expense, which will amend or supplement the Ofticial Statement so that, as amended or supplemented, the Ofticial Statement will not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. For the purposes of this paragraph, the Owner will furnish information that the Representative may from time to time reasonably request.

For purposes of this Agreement, the term "end of the undenwriting period" shall be the later of the Date of Closing or the date on which the Underwriters no longer retains an unsold balance of the Bonds for sale.

The Representative agrees to tile or cause to be tiled the Official Statement with a nationally recognized municipal securities information repository or the MSRB within the time and in the manner required by the Rule. Promptiy after the date after which the Undenwriters are no longer obligated under Section (b)(4) of the Rule to deliver to potential customers the Official Statement, the Representative shall notify the City and the Owner of such date.

(b) By acceptance of this Agreement, the City and the Owner hereby consent to the use by the Undenwriters of the statements and information in the Official Statement relating to the City (provided that the City gives this consent only with respect to information contained under the captions "THE ISSUER," and "LITIGATION – Issuer" in the Official Statement), the Bonds and the Basic Documents in connection with the limited public offering and sale of the Bonds.

Section 5. *Closing*. The payment for the Bonds and delivery of the Bonds (the "*Closing*") will take place at 10:00 a.m. local time prevailing in Chicago, Illinois, at the oftices of Greenberg Traurig, LLP, Bond Counsel, on _____ (the "*Date of Closing*"), or at such other time or such eariier or later date as the Representative, the City and the Owner mutually agree upon. At the Closing fhe Trustee, on behalf of the City, will cause the Bonds to be credited to the Representative's account at The Depository Trust Company ("DTC") in New York, New York. The Bonds shall be in fully registered form, duly executed and authenticated and in authorized denominations and shall be registered in the name of Cede & Co., as nominee of DTC.

Section 6. *Conditions of this Agreement*. The Undenwriters have entered into this Agreement in reliance upon the performance by the City and the Owner of their respective obligations hereunder, as of the date hereof. The Undenwriters' obligations under this Agreement are and shall be subject to the following further conditions:

(a) at the time of the Closing, (i) the Closing Documents shall be in full force and effect and shall not have been amended, moditied or supplemented, except as therein permitted and as may have been agreed to in writing by the Representative or as otherwise agreed by the Representative as evidenced by its acceptance of the Bonds related to the Initial Advance and payment therefor, (ii) the City shall have duly adopted and there shall be in full force and effect such ordinances as, in fhe opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby, (iii) the City shall have received for the Bonds (x) a rating of "___" from Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc. ("*Rating Agency*") or any equivalent rating satisfactory to the Representative from another

national statistical rating agency or a combination of the foregoing, which remains in effect, as evidenced by a letter or other written contirmation from such rating agencies, and (y) evidence satisfactory to the Representative that such ratings are not then being reviewed;

(b) the Representative shall have the right to cancel the Underwriters' obligation to purchase the Bonds, at any time by delivering to the City and Owner written notice signed by the Representative setting forth in reasonable detail the reasons for such election to do so, if between the date hereof and the date of Closing:

(1) any event shall occur, which in the Representative's reasonable judgment, makes untrue any statement of a material fact set forth in the Ofticial Statement or results in an omission to state a material fact necessary to make the statements therein, in light of the circumstances under which they are made, not misleading; or

(2) if any of the following events or developments shall have occurred: (A) a committee of the House of Representatives or the Senate of the Congress of the United States or a joint or conference committee thereof shall have pending before it legislation, which legislation, if enacted in its form as introduced or as amended, would have the purpose or effect of including in gross income for federal income tax purposes interest received on the Bonds or obligations of the general character of the Bonds which, in the reasonable opinion of the Representative, materially adversely affects the market price of the Bonds; (B) a tentative decision with respect to legislation shall be reached by a committee of the House of Representatives or the Senate of the Congress of the United States or a joint conference committee thereof, or legislation shall be favorably reported by such a committee or be introduced, by amendment or otherwise, in, or be passed by, the House of Representatives or the Senate, or recommended to the Congress of the United States for passage by the President of the United States, or be enacted by the Congress of the United States, or a decision by a court of the United States of America shall be rendered, or a ruling, regulation, or order of the Treasury Department of the United States or the Internal Revenue Service shall be made or proposed having the purpose or effect of including in gross income for federal income tax purposes interest received on the obligations of the general character of the Bonds, or any other event shall have occurred, including a press release, publication or other form of notice concerning the proposed legislation by the President of the United States, the Treasury Department of fhe United States, the Internal Revenue Service, any member of the Congress of the United States, or any committee of either or both Houses of the Congress of the United States or the staff of any such committee, which would result in the inclusion in gross income for federal income tax purposes of interest received on the Bonds or obligations of the general character of the Bonds, which, in the reasonable opinion of the Representative, would materially adversely affect the market price of the Bonds; (C) any legislation, ordinance, rule or regulation shall be enacted by any governmental body, department or agency of the State, or a decision by any court of competent jurisdiction within the State shall be rendered which, in the reasonable opinion of the Representative, materially adversely affects the market price of the Bonds; (D) a stop order, ruling, regulation or proposed regulation by, or on behalf of, the Securities and Exchange Commission (the "SEC") or any other governmental agency having jurisdiction over the subject matter shall be issued or made to the

effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, as contemplated hereby or by the Ofticial Statement, is in violation or would be in violation of any provision of the federal securities laws, including the Securities Act of 1933, as amended (the "Secu*rities* Ac*t*"), and as then in effect, and the 1934 Act as then in effect, or that the Indenture needs to be qualified under the Trust Indenture Act of 1939, as amended (the "*Tnjsf Indenture Act*") and as then in effect; (E) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, to the effect that the Bonds or obligations of the general character of the Bonds are not exempt from registration under the requirements of the Securities Act as then in effect, or the 1934 Act, as then in effect, or that the Indenture is not exempt from qualitication under the Trust Indenture Act as then in effect; (F) additional restrictions not in force as of the date hereof shall have been imposed on trading in securities generally by any governmental authority or by any national securities exchange, which materially adversely affects the market price of the Bonds; (G) a general banking moratorium shall have been established by federal, Illinois or New York authorities having jurisdiction and be in force; (H) a war involving the United States shall have been declared, or any contiict involving the armed forces of the United States shall have escalated, or any other national emergency relating to the effective operation of government or the tinancial community shall have occurred, which, in the reasonable opinion of the Representative, materially adversely affects the market price of the Bonds; (I) the rating of the Bonds shall have been downgraded or withdrawn or placed on Credit Watch by the Rating Agency and such action, in the reasonable opinion of the Representative, materially adversely affects the market price of the Bonds; or (J) there shall have occurred any event, which, in the Representative's reasonable opinion, after consultation with its legal counsel, makes the Official Statement either (a) contain an untrue statement of a material fact or (b) omit to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in any material respect, and the Owner fails to prepare or furnish or fails to cause to be prepared or furnished to the Underwriters an amendment or supplement to the Ofticial Statement, which will amend or supplement the Official Statement so that, as amended or supplemented, the Official Statement will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading.

(c) at or prior to the Closing, the Representative shall receive the following:

(1) a certificate, dated the Date of Closing, signed by an Authorized City Representative satisfactory to the Representative to the effect that the representations and warranties of the City herein are correct in all material respects as of the Date of Closing;

(2) the Owner's certiticate, signed by an authorized officer of the General Partner, dated the Date of Closing, to the effect that: (i) no event has occurred that would constitute a material default on the part of the Owner (including, but not limited to, any event that would permit acceleration) in any agreement relating to any debt of the Owner, or that would cause the Owner to believe it will default in any material way with respect to its obligations under any such agreement; (ii) except

as may be described in the Official Statement, no litigation, proceedings or investigations are pending against the Owner or to the knowledge of the Owner threatened (a) in any way contesting or affecting the validity of the Owner's Closing Documents or the Commitment, (b) in any way contesting the existence or powers of the Owner, (c) that would, if successful, result in a material adverse effect on the operations, financial or otherwise, of the Owner or the Project, or (d) that in any manner questions the right of the Owner to enter into the Owner's Closing Documents, and the transactions contemplated thereby; (iii) since the date of the Official Statement, there has been no material and adverse change in the financial position or results of operation of the Owner or the Project, nor has the Owner incurred any material liabilities other than in the ordinary course of business; (iv) all material consents, approvals and authorizations of governmental authorities or agencies required for the execution of the Owner's Closing Documents by the Owner have been obtained; (v) the Owner has all necessary permits and licenses to conduct its operations as presently being conducted, subject to minor exceptions and deficiencies which do not materially and adversely affect the conduct of its operations; (vi) no event has occurred and no condition exists which constitutes, or with the passage of time or the giving of notice, or both, would constitute, an event of default on the part of the Owner or the General Partner under any of the Basic Owner Documents; (vii) the Project is in compliance with all applicable laws, ordinances and governmental rules and regulations, including, but not limited to, zoning and pollution control laws, ordinances and regulations; (viii) the representations and warranties of the Owner herein are correct as of the Date of Closing; and (ix) the Owner has complied with all agreements and conditions of this Agreement to be performed or satisfied by the Owner at or prior to the Closing;

(3) two (2) copies of each of the Indenture, the Financing Agreement, this Agreement and the Land Use Restriction Agreement, each duly executed by the parties thereto;

(4) two (2) certified copies of the Ordinance;

(5) two (2) copies of the Partnership Agreement of the Owner, as then in effect, and a certificate of good standing of the General Partner;

(6) (A) the unqualified approving opinion of Bond Counsel dated the Date of Closing, addressed to the City and the Representative in substantially the form included as Appendix D to the Official Statement; and (B) the supplemental opinion of Bond Counsel in substantially the form attached to this Bond Purchase Agreement as Exhibit A;

(7) the opinion of Counsel to the Owner and the General Partner addressed to the City and the Representative dated the Date of Closing in substantially the form attached to this Bond Purchase Agreement as Exhibit B;

(8) an opinion, dated the Date of Closing and addressed to the Representative, of the Corporation Counsel, in substantially the form attached to this Bond Purchase Agreement as Exhibit C;

(9) an opinion from GNMA Issuer's counsel dated the Date of Closing addressed to the Owner, the Trustee, the City and the Representative in substantially the form attached to this Bond Purchase Agreement as Exhibit D;

(10) the opinion of Counsel to the Undenwriters addressed to the Representative and the City, dated the Date of Closing in substantially the form attached to this Bond Purchase Agreement as Exhibit E;

(11) a specimen Bond;

(12) the Commitment, as addressed to the GNMA Issuer;

(13) the Mortgage Loan Documents, duly executed and recorded to the extent required;

(14) evidence that Federal Form 8038 has been duly executed by the City;

(15) titie insurance policy dated as of the Date of Closing relating to titie to the Project, in a form satisfactory to the GNMA Issuer;

(16) the Continuing Disclosure Agreement, executed by the Owner and Seaway Bank and Trust Company, Chicago, Illinois, as Dissemination Agent;

(17) any certificates or opinions required by Bond Counsel relating to the tax-exempt nature of the Bonds;

(18) the Undenwriter shall have received a certificate of the Owner and the City in reliance of the certiticate of the Owner, dated the Date of Closing, with respect to the facts, estimates and circumstances and reasonable expecfations pertaining to Section 148 of the Code to support the conclusion that none of the Bonds will be an "arbitrage bond."

(19) blanket letter of representation from the City accepted by DTC;

(20) evidence that the Bonds have received the required rating pursuant to Section 6(a)(iii) hereof;

(21) evidence satisfactory to the Representative that HUD has endorsed the Mortgage Note for mortgage insurance pursuant to the terms and conditions of the Commitment; and

(22) such additional legal opinions, certiticates, proceedings, instruments and other documents as Counsel to the Undenwriters or Bond Counsel may reasonably request to evidence compliance by the City and the Owner with legal requirements, fhe truth and accuracy, as of the time of Closing, of the respective representations and warranties of the Owner and the City in this Agreement and the Basic Documents, and the due performance or satisfaction by the City and the Owner at or prior to such time of all agreements then to be performed and all conditions then to be satistied by the City and the Owner.

If the City or the Owner shall be unable to satisfy the conditions to the Underwriters' obligations in this Agreement or if the Underwriters' obligations shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and neither the Underwriters, the City nor the Owner shall have any further obligation hereunder except pursuant to Sections 13 and 14 hereof. Acceptance of the Bonds by the Underwriters against payment therefor shall be deemed approval by the Underwriters of the City's compliance with the provisions of this Section 6.

Section 7. *Representations by the City.* The City represents to the Underwriters that:

(a) the City is a duly constituted and existing municipality and home rule unit of local government within the meaning of Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and as such may legislate matters which pertain to its government and affairs, including the issuance of the Bonds;

(b) to the knowledge of the undersigned representatives of the City, there are no actions, suits, proceedings, inquiries or investigations pending or threatened against the City in any court or before any governmental authority or arbitration board or tribunal which would materially and adversely affect the validity or enforceability of the Bonds, the Ordinance, the Indenture, the Financing Agreement, or this Agreement or the performance of the City of its obligations hereunder or thereunder;

(c) the issuance and sale of the Bonds and the execution and delivery by the City of the Indenture, this Agreement, the Financing Agreement and the performance by the City of its obligations hereunder and thereunder (i) are within the purposes, power and authority of the City, (ii) comply with the Constitution and laws of the State of Illinois and the ordinances of the City, (iii) are legal, valid and binding special limited obligations of the City except as enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other laws affecting the enforcement of creditors' rights generally and general principles of equity and (iv) have been duly authorized by all necessary action on the part of the City; the Bonds do not and will not constitute a debt of the City, the State of Illinois or any political subdivision thereof or a loan of credit thereof within the meaning of any constitutional or statutory provision or limitation, nor shall the Bonds constitute or give rise to a pecuniary liability of the City;

(d) the City Council of the City has approved the Ordinance and the Ordinance has not been amended, modified or rescinded and is in full force and effect as of the date hereof;

(e) pursuant to the provisions of the Code, a public hearing on the proposed issuance of the Bonds was held by the City, or its designee, pursuant to public notice published in a newspaper of general circulation in Chicago, Illinois at least 14 days before the public hearing held on _____;

(f) to the knowledge of the undersigned representatives of the City, the City has not pledged and will not pledge or grant any security interest in its interest in, to or under the Financing Agreement and the payments made thereunder, or the revenues to be derived by the City thereunder for any purpose other than to secure the Bonds;

(g) the information in the Official Statement relating to the City under the captions "THE ISSUER," and "LITIGATION – Issuer," is true and correct;

(h) to the knowledge of the undersigned representatives of the City, all authorizations, consents and approvals of any governmental body required in connection with the execution and delivery by the City of, or in connection with the City of its obligations under, the Indenture, the Financing Agreement, the Bonds and this Agreement have been obtained and are in full force and effect or will be obtained prior to the Date of Closing and will be in full force and effect as of the Date of Closing.

Section 8. *Representations of the* Owner. The Owner represents to the Underwriters and the City that:

(a) the Owner is and on the Date of Closing will be a limited partnership duly organized, validly existing and in good standing under the laws of the State of Illinois;

(b) the General Partner is duly organized, validly existing and in good standing as a not for protit corporation under the laws of the State of Illinois;

(c) the Owner is and on the Date of Closing will be authorized to enter into this Agreement and the Owner's Closing Documents;

(d) the execution and delivery of the Owner's Closing Documents and compliance with the provisions thereof under the circumstances contemplated herein and therein, do not and will not contiict with or constitute on the part of the Owner a breach or violation of or default under the Owner's partnership agreement, or any agreement or other instruments to which the Owner is a party, or any existing law, administrative regulation, court order or consent decree to which the Owner is subject, the effect of which will be to prevent or interfere with the Owner's ability to fultill its obligations as contemplated by this Agreement and the Basic Owner Documents;

(e) the General Partner has taken all actions necessary to authorize it to execute the Owner's Closing Documents on behalf of the Owner;

(f) the execution and delivery of this Agreement and the Basic Owner Documents and compliance with the provisions thereof under the circumstances contemplated herein and therein, do not and will not contiict with or constitute on the part of the Owner a breach or violation of or default under any agreement or other instrument to which the Owner is a party or any existing law, administrative regulation, court order or consent decree to which the Owner is subject; the effect of which will be to prevent or interfere with the Owner's ability to fulfill its obligations as contemplated by this Agreement and the Basic Owner Documents;

(g) the Preliminary Official Statement was as of its date, and the Ofticial Statement is as of the date hereof, and will be as of the Date of Closing, true and correct in all material respects, and the Ofticial Statement does not as of the date hereof and will not as of the Date of Closing omit any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading (except for information appearing under the captions "THE ISSUER," "THE BONDS – Book-Entry Only System" and "– Discontinuance of Book-Entry Only System," "THE GNMA ISSUER," "UNDERWRITING," "TAX MATTERS," "LITIGATION – Issuer," and in the Appendices to the Official Statement);

(h) no event of default or event that, with notice or lapse of time or both, would constitute an event of default or a default under the Basic Owner Documents or any other

material instrument, agreement, decree or order to which the Owner is bound or to which any of its property or assets is subject has occurred and is continuing;

(i) at the Closing, all liens, encumbrances, covenants, condifions and restrictions, if any, applicable to the Project will not interfere or impair the operation of, or materially adversely affect the value of, the Project for its intended use as a mulfi-family housing facility;

(j) except as may be described in the Official Statement, there is no action, suit, proceeding, inquiry or investigafion at law or in equity or before or by any public board or body pending or, to the knowledge of the Owner, threatened against or affecting the Owner, or to the knowledge of the Owner, for which there is any meritorious basis, wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the financial condifion of the Owner, the operation by the Owner of the Project, the transactions contemplated by the Basic Owner Documents and the Official Statement or would have an adverse effect on the validity or enforceability of this Agreement, the Basic Owner Documents or any agreement or instrument by which the Owner or its property is bound or would in any way contest the corporate existence or powers of the Owner or the federal tax-exempt status of the interest on the Bonds or the amounts to be received by the City pursuant to the Indenture or the Financing Agreement;

(k) this Agreement is, and upon their execution the Basic Owner Documents will be, the legal, valid and binding obligations of the Owner enforceable in accordance with their terms (subject to any applicable bankruptcy, reorganizafion, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally from time to time in effect and to applicable legal principles and procedural requirements if equitable and other specific remedies are sought and subject to the qualificafion that enforcement of the indemnification provisions of this Agreement may be limited by federal or state securifies laws as the same may have been interpreted by judicial decisions);

(l) (i) no approvals, permits, consents, authorizations, certificafions or other orders not already obtained are required to be obtained as of the date hereof by the Owner from any governmental agency, authority, board or commission having jurisdicfion which could materially and adversely affect (A) the performance by the Owner of its obligations under the Basic Owner Documents or (B) the construction, equipping and operation of the Project; (ii) the financing of the costs of the Project, as contemplated by the Official Statement, is consistent with and does not violate or confiict with the terms of the various consents or approvals of any such agencies or entifies; and (iii) the Owner does not have any reason to believe that any additional approvals, licenses or permits necessary for the construction, equipping, operafion, occupancy and use of the Project will not be obtained in due course;

(m) all of the representations and warranties of the Owner in the Basic Owner Documents are frue and correct as of this date, as if made on this date;

(n) the Owner will, on the Date of Closing, have good and marketable tifie to the Project; and

(o) any certificate signed by an authorized officer of the General Partner on behalf of the Owner delivered to the City or the Undenwriters shall be deemed a representafion and warranty by the Owner to such parties as to the statements made therein.

Section 9. *Representations of the Undenwriters.* The Representative represents to the City and the Owner that it is duly authorized to act as Representative of the Undenwriters and

to enter into and perform this Agreement on behalf of the Underwriters, and has full authority to take such action as it may deem advisable with respect to all matters pertaining to this Agreement. Each Underwriter hereby severally represents to the City that the Bonds will be offered and, if issued and delivered, sold by the Underwriters in accordance with applicable state and federal securities laws. Each Underwriter hereby severally represents and warrants that: (a) the Underwriter is a member of the National Association of Securities Dealers, Inc., and is licensed by the Illinois Department of Securities in the office of the Secretary of State of the State of Illinois as a broker-dealer; (b) the Underwriter has not given any information or made any representation in connection with the underwriting of the Bonds other than as contained in the Official Statement, including the Appendices thereto; and (c) no person holding an office of the City, either by election or appointment, is in any manner interested, either directly or indirectly, in any contract being entered into or the performance of any work to be carried out in connection with the underwriting of the Bonds and upon which such officer may be called upon to act or vote.

Section 10. Business Relationships with City Elected Officials. The Underwriters and the Owner acknowledge (A) receipt of a copy of Section 2-156-030(b) of the Municipal Code of Chicago (B) that representatives of the Underwriter and the Owner have read such provision and understand that pursuant to such Section 2-156-030(b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (C) that a violation of Section 2-156-030(b) by an elected official, or any person acting at the direction of such official with respect to any transaction contemplated hereby will be grounds for termination of this Agreement and the transactions contemplated hereby. The Underwriter and the Owner hereby represent and warrant that, to the best of their knowledge after due inquiry, no violation of Section 2-156-030(b) has occurred with respect to this Agreement or the transactions contemplated hereby.

Section 11. Termination by the Representative. This Agreement may be terminated in writing by the Representative if any of the following shall occur: (i) this Agreement shall not have been accepted by the City and the Owner within the time herein provided; (ii) the Official Statement or any of the Closing Documents shall not have been delivered, or the Bonds, the Official Statement or any of the Closing Documents shall nof have been executed or a portion of the underwriting fee or the Reimbursement Amount shall not have been paid on the Date of Closing; or (iii) any condition set forth in Section 6(b) hereof shall have occurred and be continuing.

Section 12. Termination by City and Owner. This Agreement may be terminated in writing by the City or the Owner if the Representative shall fail to accept delivery of the Bonds on the Date of Closing upon tender thereof to the Underwriters by the City, delivery to the Representative of all of the Closing Documents, and tender of payment of the underwriting fee.

Section 13. Expenses. The Owner shall pay, or cause to be paid, all of the other costs and expenses in connection with the financing contemplated by this Agreement and the Basic Documents, including, but not limited to: (i) the fees and expenses of Bond Counsel, Corporation Counsel, Counsel to the Underwriters, Counsel to the GNMA Issuer and Counsel to the Owner and the General Partner; (ii) the fees and expenses of the Trustee; (iii) the fees and expenses (including fees advanced by the Representative to DTC, CUSIP, MSRB, SIFMA,

travel, deposits and other expenses) of the Underwriters; (iv) the cost of preparing, printing and electronic posting of the Official Statement; (iv) the cost of printing the Bonds; and (v) bond rating agency fees.

Section 14. *Indemnification*. (a) the Owner agrees to indemnify and hold harmless (i) the Underwriters and each person who controls the Underwriters within the meaning of the Securities Act or the 1934 Act, and (ii) the City and its officers, employees, attorneys and agents as follows:

(A) against any and all loss, liability, claim, damage and expense whatsoever arising out of any untrue statement or alleged untrue statement of a material fact, or the omission or alleged omission from the Preliminary Official Statement or the Official Statement of a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, unless such untrue statement or omission was made in reliance upon and in conformity with written information furnished to the Owner by the Underwriters or the City expressly for use in the Preliminary Official Statement or the Official Statement (or any amendment or supplement thereto);

(B) against any and all loss, liability, claim, damage and expense whatsoever to the extent of the aggregate amount paid in settlement of any litigation or investigation or proceeding by any governmental agency or body, commenced or threatened, or of any claim whatsoever based upon any such untrue statement or omission referred to in paragraph (i) above, or any such alleged untrue statement or omission, if such settlement is effected with the written consent of the Owner, but only if such alleged untrue statement or omission was not made in reliance upon and in conformity with written information furnished to the Owner by the Underwriters or the City expressly for use in the Preliminary Official Statement or the Official Statement (or any amendment or supplement thereto); and

(C) against any and all expense whatsoever (including the fees and disbursements of counsel, subject to the limitation set forth in Subsection (c) of this Section, chosen by the Underwriters, each person who controls the Underwriters or the City, its officers, employees, attorneys and agents as appropriate) reasonably incurred in investigating, preparing or defending against any litigation or investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever based upon any such untrue statement or omission referred to in paragraph (i) above, or any such alleged untrue statement or omission, to the extent any such expense is not paid under paragraphs (i) or (ii) above but only if such alleged untrue statement or omission was not made in reliance upon and in conformity with written information furnished to the Owner by the Underwriters or the City expressly for use in the Preliminary Official Statement or the Official Statement (or any amendment or supplement thereto).

(b) The Underwriters agree to indemnify and hold harmless (i) the Owner and each person who controls the Owner within the meaning of the Securities Act or the 1934 Act and (ii) the City and its officers, employees, attorneys and agents against any and all loss, liability, claim, damage and expense with respect to (A) untrue statements or omissions, or alleged untrue statements or omissions, made in the Preliminary Official Statement or the Official Statement (or any amendment or supplement thereto) under the headings "UNDERWRITING" or "RATING" or in reliance upon and in conformity with written information furnished to the

Owner or the City, as the case may be, by the Underwriters expressly for use in the Preliminary Official Statement or the Official Statement (or any amendment or supplement thereto); or (B) any material misstatements or omissions made by any agent, employee or officer of the Underwriters or anyone authorized by the Underwriters to sell the Bonds made in connection with any offer to sell a Bond if such misstatements or omissions arise from providing any information concerning the Bonds to purchasers or potential purchasers of a Bond other than a complete Preliminary Official Statement or complete Official Statement.

(c) Each indemnified party shall give prompt notice to each indemnifying party of any action commenced against it or any claim asserted against it in respect of which indemnity may be sought hereunder but failure to so notify any indemnifying party shall not relieve it from any liability which it may have otherwise than on account of this Section 14 indemnity. An indemnifying party, upon receiving notice of any action or claim for which indemnification is sought by another party hereto, may assume and control the defense thereof with counsel satisfactory to it and the indemnified party; provided, the City must consent in writing to the assumption of its defense by any counsel appointed by the indemnifying party. Following the assumption of the defense of any such action or claim, the indemnifying party shall not be liable for any legal or other expense subsequently incurred by the indemnified party in the defense of such action or claim, except expenses incurred because (i) the indemnifying party shall not have employed counsel to defend such action or claim within a reasonable time after its assumption of the defense thereof, (ii) the indemnified party has been advised by counsel employed by the indemnified party to defend such action or claim that the indemnified party may have available to it one or more defenses to such action or claim that are inconsistent with the defenses available to the indemnifying party or one or more other indemnified parties. An indemnified party may participate in the defense of such action or claim. In no event (other than aforesaid) shall the indemnifying parties be liable for the fees and expenses of more than one counsel for all indemnified parties in connection with any action or separate but similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances unless it is determined that the retention of one counsel would create a conflict between the indemnified parties, in which case additional counsel may be retained by the indemnifying party.

(d) In order to provide for just and equitable contribution as a result of specific circumstances or acts for which both the Owner and the Underwriters are determined to be liable to the City for the indemnity provided for in paragraphs (a) and (b) of this Section, the Owner and the Underwriters shall contribute to the aggregate losses, damages, expenses, liabilities or claims of the nature contemplated by this Section 14 indemnity incurred by the Owner and the Underwriters, in such proportions as determined by a court of competent jurisdiction; provided, however, that no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this Section, each person who controls the Underwriters, within the meaning of the Securities Act or the 1934 Act, shall have the same rights of contribution as the Underwriters and each person who controls the Owner, within the meaning of the Securities Act or the 1934 Act, shall have the same rights of contribution as the Owner.

(e) The indemnity provided by subsection (a) of this Section shall be in addition to any other liability the Owner may otherwise have hereunder, at common law or otherwise, and is provided solely for the benefit of the Underwriters and the City and their respective successors, assigns, legal representatives or controlling persons and the members, officers, employees and agents thereof, and ho other person shall acquire or have any right under or by virtue of such provisions of this Agreement. The indemnity provided by subsection (b) of this

Section shall be in addition to any other liability the Underwriters may otherwise have hereunder, at common law or otherwise, and is provided solely for the benefit of the Owner and its controlling persons and the City, the members, officers, employees, attorneys and agents thereof, and their respective successors, assigns, legal representatives, and no other person shall acquire or have any right under or by virtue of such provisions of this Agreement.

(f) The Owner agrees to reimburse the Underwriters and the City (in connection with its indemnity provided in Subsection (a) hereof) and the Underwriters agree to reimburse the Owner and the City (in connection with its indemnity provided in Subsection (b) hereof) for any expenses (including reasonable fees and expenses of counsel, subject to the limitation set forth in Subsection (c) of this Section) incurred as a result of producing documents, presenting testimony or evidence or preparing to present testimony or evidence (based upon the time expended by the Underwriters, the City and/or the Owner, as the case may be, at their then current time charges), in connection with any court or administrative proceeding (including any investigation which may be preliminary thereto) arising out of or relating to the offer, issuance or sale of the Bonds.

Section 15. *Notices.* Any notice or other communication to be given to the City, the Owner or the Underwriters under this Agreement may be given by delivering the same in writing to their respective addresses set forth below:

If to the City:

City of Chicago
Department of Housing
33 North LaSalle Street
11th Floor
Chicago, Illinois 60602
Attn: Commissioner
Telephone: (312) 742-0440
Fax: (312) 747-1396

With a copy to:

City of Chicago
Office of the Chief Financial Officer
33 N. LaSalle Street
6th Floor
Chicago, Illinois 60602
Attention: Chief Financial Officer
Telephone: (312) 744-6900
Fax: (312) 744-4877

And a copy to:

City of Chicago
Office of the Corporation Counsel
City Hall, Room 600
121 N. LaSalle Street
Chicago, Illinois 60602
Attention: Housing and Economic Development Division
Telephone: (312) 744-0200
Fax: (312) 744-8538

If to the Owner:

Community Housing Partners XV L.P.
c/o Chicago Community Development Corporation
36 South Wabash Avenue, Suite 1310
Chicago, Illinois 60603
Attention: _____

With a copy to:

Duane Morris LLP
190 South LaSalle, Suite 3700
Chicago, Illinois 60603
Attention :Douglas J. Antonio
Telephone: (312) 499-6772
Facsimile: (312) 277-1091

Telephone: (312) 422-7700
Fax: _____

If to the Representative:

Bank of America Merrill Lynch
Merrill Lynch, Pierce, Fenner & Smith Incorporated
222 North LaSalle, FL18
Chicago, IL 60601
Attention: Susan Jun, Director
(312) 499-3308

Section 16. *Parties and Interests; Survival.* This Agreement is made solely for the benetit of the City, the Owner and the Underwriters, including the successors and assigns of the Undenwriters, and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements by the City and the Owner in this Agreement shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the Undenwriters, and all representations and agreements of all parties hereto shall survive the delivery of and payment for the Bonds.

Section 17. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered shall be an original; but such counterparts shall together constitute but one and the same Agreement.

Section 18. *Limitation of City Liability.* It is understood that the representations, warranties and covenants of the City contained in this Agreement shall not create any general obligations or liability of the City, and that any obligation or liability of the City hereunder or under the Indenture or the Financing Agreement is payable solely out of the revenues or other income, charges and moneys derived by the City from, or in connection with, the Financing Agreement, the Indenture or the sale of the Bonds, nor shall any officer, member or employee of the City be personally liable therefor.

Section 19. *No Advisory or Fiduciary Role.* The Issuer acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Bond Purchase Agreement is an arm's-length commercial transaction between the Issuer and the Undenwriter, (ii) in connection therewith and with the process leading to such transaction the Undenwriter is and has been acting solely as a principal and is not acting as the agent or tiduciary of the Issuer, (iii) the Underwriter has not assumed an advisory or tiduciary responsibility in favor of the Issuer with respect to the offering contemplated hereby or the process leading thereto (irrespective of whether the Undenwriter has advised or is currently advising the Issuer on other matters) and the Undenwriter has no obligation to the Issuer with respect to the offering contemplated hereby except the obligations expressly set forth in this Bond Purchase Agreement and (iv) the Issuer has consulted its own legal, tinancial and other advisors to the extent it deemed appropriate.

Section 20. *HUD Restrictions.* The following provisions shall apply for so long as HUD or its successors or assigns is the holder or insurer of the Mortgage Note or until the Mortgage Note is paid in full and in the event of any contiict, inconsistency or ambiguity between the provisions of this Section 20 and the provisions of any other Section of this Agreement, the provisions of this Section 20 control:

"Notwithstanding anything in this Agreement to the contrary, including without limitation any provisions for indemnity, the parties shall not have or assert any interest in, lien against or right to any asset of the Project, or to any of the proceeds of the Mortgage Note or any of the collateral for the Mortgage Note, other than distributable Surplus Cash (as detined in the Regulatory Agreement). No amount to be paid to the parties hereunder shall be paid from the proceeds of the Mortgage Note, or any reserve or deposit required in connection with the Mortgage Note. The parties and their successors and assigns do not now and will not in the future claim or assert any interest in or claim against or right with respect to the Project, any reserve or deposit required by HUD in connection with the FHA-insured mortgage transaction or rents or other income of the Project other than distributable Surplus Cash."

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Bond Purchase Agreement in connection with the City of Chicago Multi-Family Housing Revenue Bonds (Hazel Winthrop Apartments), Series 2011A (FHA Insured/GNMA) to be executed by their duly authorized representatives as of the date first above written.

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED as Representative of the Underwriters

By: _____

Its: _____

Accepted this ___day of _____,2011

CITY OF CHICAGO

By: _____
Gene R. Saffold
Chief Financial Officer

Concurred:

By: _____
Edward M. Burke,
Chairman, Committee on Finance of the City Council

COMMUNITY HOUSING PARTNERS VX L.P.,
an Illinois limited partnership

By: Chicago Community Development Corporation
an Illinois corporation
Its: General Partner

By: _____
Name: _____
its: _____

By: Hazel Winthrop NFP
an Illinois not-for-profit corporation
Its: General Partner
By: _____
Name: _____
Its: _____

EXHIBIT A

Form of Supplemental Opinion of Bond Counsel

EXHIBIT B

Form of Opinion of Owner's Counsel

EXHIBIT C

Form of Opinion of Corporation Counsel of the Issuer

EXHIBIT D

Form of Opinion of Counsel to GNMA Issuer

EXHIBIT E

Form of Opinion of Counsel to the Underwriters

EXHIBIT G
Form of Series 2011B Bond Purchase Agreement

(See Attached)

GSH Draft 2-2-2011

BOND PURCHASE AGREEMENT

$_____

CITY OF CHICAGO
Multi-Family Housing Revenue Bonds
(Hazel Winthrop Apartments), Series 2011B

Dated _____

City of Chicago
Office of the Chief Financial Officer
Department of Finance
33 North LaSalle Street, 6th Floor
Chicago, Illinois 60602

Community Housing Partners XV L.P.
c/o Chicago Community Development Corporation
36 South Wabash Avenue, Suite 1310
Chicago, Illinois 60603

Ladies and Gentlemen:

Upon the terms and conditions and on the basis of the representations set forth herein, Merrill Lynch, Pierce, Fenner & Smith Incorporated (the "*Representative*"), on behalf of itself and Garner Rich, LLC (collectively, the "*Underwriters*"), hereby offers to purchase all of the $_____ aggregate principal amount of Multi-Family Housing Revenue Bonds (Hazel Winthrop Apartments), Series 2011B (the "Bonds"), from the City of Chicago (the "*City*"). The Underwriters agree to make a public offering of the Bonds, subject to the acceptance of this proposal by the City and Community Housing Partners XV L.P., an Illinois limited partnership (the "Owner"), at or before 5:00 p.m. (Chicago time) on the date hereof and subject to the following provisions:

Section 1. Definitions. Unless otherwise defined below, capitalized terms used herein will have the meanings attributed to them in the Official Statement dated _____, relating to the Bonds (the "*Official Statement*"):

(a.) "*Agreement*" means this Bond Purchase Agreement by and among the Underwriters, the City and the Owner;

(b.) "*Bank*" means Harris N.A., Chicago, Illinois, in its capacity as issuer of the initial Letter of Credit under the Agreement, its successors in such capacity and their assigns, and the issuer of any substitute Letter of Credit or Alternate Credit Facility pursuant to the Agreement, its successors in such capacity and their assigns.

(c.) "*Basic Documents*" means the Basic City Documents and the Basic Owner Documents;

(d.) "Basic City Documents" means the Indenture, the Loan Agreement and the Bond Regulatory Agreement;

(e.) "Basic Owner Documenfs" means the Loan Agreement, the Note, the Bond Regulatory Agreement, the Reimbursement Agreement and the Tax Agreement;

(f.) "Bond Counsel" means Greenberg Traurig of Chicago, Illinois;

(g.) "Sond Regulatory Agreemenf" means that certain Regulatory Agreement and Declaration of Restrictive Covenants dated as of _____, 2011, between the Trustee and the Owner, as the same may be amended, restated or supplemented from time to time;

(h.) "City's Closing Documents" means any document required pursuant to Section 6(c) hereof delivered or executed by the City on or prior to Date of Closing;

(i.) "Closing" refers to the transaction at which the Bonds are delivered by the City to fhe Underwriters or its designee, and paid for by the Undenwriters pursuant to this Agreement;

(j.) "Closing Documents" means, collectively, the documents required pursuant to Section 6(c) hereof to be delivered on the Date of Closing, including the Basic Owner Documents;

(k.) "Corporation Counsel" means the Corporation Counsel of the City;

(l.) "Counsel to the Owner" means Duane Morris LLP, of Chicago, Illinois;

(m.) "Counsel to the Underwriters," means Gonzalez, Saggio and Harian, LLC of Chicago, Illinois;

(n.) "Date of Closing" means the date on which the Bonds are executed by the City and delivered to or upon the order of the Underwriters in accordance with the terms of this Agreement, as more particularly described in Section 5 hereof;

(o.) "General Partner" means Chicago Community Development Corporation, an Illinois corporation and Hazel Winthrop NFP, an Illinois not-for-protit corporation and their respective successors and assigns;

(p.) "Indenture" means that certain Trust Indenture dated as of _____, from the City to the Trustee securing the Bonds;

(q.) "Leffer of Credit" means that certain initial irrevocable, transferable Letter of Credit delivered to the Trustee pursuant to the Loan Agreement, and, unless the context of use indicates another or different meaning or intent, any substitute Letter of Credit delivered to the Trustee pursuant to the Loan Agreement, and any extensions or amendments thereof;

(r.) "Loan Agreement" means that certain Loan Agreement dated as of _____, by and between fhe City and the Owner;

(s.) *"Note"* means the promissory note of the Borrower made payable to the Trustee pursuant to the Loan Agreement;

(t.) "Owner's Closing Documents" means any documents required pursuant to Section 6(c) hereof to be delivered or executed by the Owner on or prior to the Date of Closing;

(u.) *"Project"* means the acquisition, rehabilitation and equipping of a tow income multi-family housing project consisting of thirty (30) residential units in four (4) buildings located at 4509 North Hazel/852 West Sunnyside Avenue, 4426 North Magnolia Avenue, 912-914 West Montrose Avenue and 4813 North Winthrop Avenue, all in Chicago, Illinois and known as the "Hazel Winthrop Apartments";

(v.) *"Reimbursement Agreement"* means that certain Letter of Credit and Reimbursement Agreement dated as of _____, between the Owner and the Bank, as from time to time supplemented and amended, under the terms of which the Bank agrees to issue and deliver the initial Letter of Credit to the Trustee;

(w.) *"Remarketing Agent"* means Merrill Lynch, Pierce, Fenner & Smith, Incorporated, and any successors thereto, appointed in accordance with the Indenture;

(x.) "Remarketing Agreement" means the Remarketing Agreement dated as of _____, by and between the Owner and the Remarketing Agent as from time to time supplemented and amended;

(y.) *"Tax Agreement"* means that certain Arbitrage and Tax Regulatory Agreement dated as of the date of issuance of fhe Bonds, among the Owner, the Issuer and the Trustee; and

(z.) "Underwriters" mean Merrill Lynch, Pierce, Fenner & Smith, Incorporated and Garner Rich, LLC.

Section 2. Purchase and Sale of the Bonds. Upon the terms and conditions and upon the basis of the representations herein set forth, the Underwriters agree fo purchase and the City agrees to sell to the Underwriters $_____ aggregate principal amount of the Bonds at an aggregate purchase price of $_____ (representing 100% of the principal amount thereof), payable in federal or other immediately available funds, and the Underwriters will be paid a cash payment of $_____ , to be paid by the Owner in federal or other immediately available funds on the Date of Closing. The Bonds will be issued under and pursuant to, and secured as provided in the Indenture. The Bonds mature on _____ , and will initially bear interest at the rate of ___ % per annum.

Section 3. Initial Offering. The Underwriters agree to make an initial offering of all of the Bonds at offering prices which do not exceed (or at the offering yields which are not less than) those set forth on the cover of the Official Statement.

Section 4. Official Statement: End of Underwriting Period.

(a.) As soon as practicable after the date of the Official Statemenf, but in no event later than seven (7) days after its date, the Borrower will deliver to the Underwriters ten copies

of the Official Statement duly executed and approved by a duly authorized officer of the Borrower.

(b.) The Underwriters agree to comply with all applicable rules and regulations of the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB") including but not limited to rules G-17, G-19, G-30, and G-32 of the MSRB.

(c.) If on or prior fo the Date of Closing (as hereinafter defined) or within twenty-tive (25) days after the "end of the underwriting period" (as hereinafter defined) any event known to the City or the Owner relating to or affecting the City, the Owner, the Project, the Ordinance or the Bonds should occur which would cause any statement of a material fact contained in the Official Statement to be materially incorrect or materially incomplete, the City or fhe Owner, as the case may be, will promptiy notify the Underwriters in writing of the circumstances and details of such event. If, as a result of such event, it is necessary, in the joint opinion of the City, the Owner and the Representative to amend or supplement the Official Statement by stating or restating any material fact necessary in order to make the statements made therein, in light of fhe circumstances under which they were made, not misleading, the Owner will forthwith prepare, execute and furnish to the Representative a reasonable number of copies of an amendment of or a supplement to the Official Statement in form and substance satisfactory to the City, the Owner and the Representative, at the Owner's sole cost and expense, which will amend or supplement the Official Statement so that, as amended or supplemented, the Official Statement will not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. For the purposes of this paragraph (a), the City and the Owner will furnish information that the Representative may from time to time reasonably request.

(d.) For purposes of this Bond Purchase Agreement, the term "end of the underwriting period" will be the later of the Date of Closing or the date on which the Underwriters no longer retain an unsold balance of the Bonds for sale to the public. The Underwriters agree that the date on which the end of the underwriting period occurs is the Date of Closing, unless the Underwriters otherwise notities the City and the Owner in writing prior to 25 days after the Date of Closing that, to the best of its knowledge, the Underwriters retain for sale to the public an unsold balance of the Bonds in which case the end of the underwriting period may be extended for additional periods of 30 days upon receipt of an additional written notification from fhe Underwriters that, to fhe best of their knowledge, there exists an unsold balance of the Bonds but in any event no longer than 60 days after the Date of Closing.

(e.) The Representative agrees to (i) tile or cause to be tiled the Official Statement with a nationally recognized municipal securities information repository within ten (10) days after the date hereof. Promptly after the date after which the Underwriters are no longer obligated under Rule 15c2-12(b)(4) to deliver to potential customers the Official Statement, the Representative will notify the City and Owner of such date.

(f.) By acceptance of this Agreement, the City and the Owner hereby consent to the use by the Underwriters of the statements and information in the Official Statement relating to the City, the Bonds and the Basic Documents and do not object to use by the Underwriters of the Official Statement in connection with the public offering and sale of the Bonds.

Section 5. Closing. The payment for the Bonds (the "*Closing*") will take place at 10:00 a.m. local time prevailing in Chicago, Illinois, at the offices of Greenberg Traurig, LLP, Bond Counsel, on _____ (the "*Date of Closing*"), or at such other time or date as the

Representative, the City and the Owner mutually agree upon, at which time the City will have caused the Bonds to be credited to the Representative's account at The Depository Trust Company ("DTC") in New York, New York. The Bonds will be in fully registered form, duly executed and authenticated and in such authorized denominations as the Underwriters specities and will be registered in the name of Cede & Co., as nominee of DTC. The Closing may be extended to such later date as the Underwriters, the City and the Owner mutually agree.

Section 6. Conditions of this Agreement. The Underwriters have entered into this Agreement in reliance upon the performance by the City and the Owner of their respective obligations hereunder, as of the date hereof, and as of the Date of Closing. The obligations of the Underwriters under this Agreement are subject to the following further conditions:

(a) at the time of the Closing, (i) the Closing Documents will be in full force and effect and will not have been amended, moditied or supplemented, except as therein permitted and as may have been agreed to in writing by the Representative or as otherwise agreed by the Representative evidenced by their acceptance of their respective Bonds and payment therefor, and (ii) the City will have duly adopted and there will be in full force and effect such ordinances as, in the opinion of Bond Counsel, will be necessary in connection with the transactions contemplated hereby;

(b) the Representative has the right to cancel the Underwriters' obligations to purchase the Bonds by delivering to the City and the Owner written notice signed by the Representative setting forth in reasonable detail the reasons for such election to do so, if between the date hereof and the Date of Closing:

(i) any event occurs, which in the Representative's reasonable judgment, makes untrue any statement of a material fact set forth in the Official Statement or results in an omission to state a material fact necessary to make the statements therein, in light of the circumstances under which they are made, not misleading; or

(ii) if, prior to the Date of Closing, any of the following events or developments occur: (A) a committee of the House of Representatives or the Senate of the Congress of the United States or a joint or conference committee thereof has pending before it legislation, which legislation, if enacted in its form as introduced or as amended, has the purpose or effect of including in gross income for federal income tax purposes interest received on the Bonds or obligations of the general character of the Bonds, which in the reasonable opinion of the Representative materially adversely affects the market price of the Bonds; (B) a tentative decision with respect to legislation has been reached by a committee of the House of Representatives or the Senate of the Congress of the United States or a joint conference committee thereof, or legislation has been favorably reported by such a committee or be introduced, by amendment or otherwise, in, or be passed by, the House of Representatives or the Senate, or recommended to the Congress of the United States for passage by the President of the United States, or be enacted by the Congress of the United States, or a decision by a Court of the United States of America has been rendered, or a ruling, regulation, or order of the Treasury Department of the United States or the Internal Revenue Service has been made or proposed having the purpose or effect of including in gross income for federal income tax purposes interest received on the Bonds or obligations of the general character of the Bond or the Bonds, or any other event

has occurred, including a press release, publication or other form of notice concerning the proposed legislation by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service, any member of the Congress of the United States, or any committee of either or both Houses of the Congress of the United States or the staff of any such committee, which would result in the inclusion in gross income for federal income tax purposes of interest received on the Bonds or obligations of the general character of the Bonds, which in the reasonable opinion of the Representative materially adversely affects the market price of the Bonds; (C) any legislation, ordinance, rule or regulation has been enacted by any governmental body, department or agency of the State, or a decision by any court of competent jurisdiction within the State has been rendered which in the reasonable opinion of the Representative materially adversely affects the market price of the Bonds; (D) a stop order, ruling, regulation or proposed regulation by, or on behalf of, the Securities and Exchange Commission (the "*SEC*") or any other governmental agency having jurisdiction over the subject matter has been issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, as contemplated hereby or by the Official Statement, is in violation or would be in violation of any provision of the federal securities laws, including the Securities Act of 1933, as amended (the "*Securities Act*"), and as then in effect, and fhe 1934 Act, as then in effect, or that the Ordinance or the Indenture needs to be qualitied under the Trust Indenture Act of 1939, as amended (the "*Trust Indenture Act*") and as then in effect; (E) legislation has been enacted by the Congress of the United States, or a decision by a court of the United States has been rendered, to the effect that the Bonds or obligations of the general character of the Bonds are not exempt from registration under the requirements of the Securities Act as then in effect, or the 1934 Act, as then in effect, or that the Ordinance or the Indenture is not exempt from qualitication under the Trust Indenture Act as then in effect; (F) additional restrictions not in force as of the date hereof have been imposed on trading in securities generally by any governmental authority or by any national securities exchange, which materially adversely affects the market price of the Bonds; (G) a general banking moratorium has been established by federal, Illinois or New York authorities having jurisdiction and is in force; (H) a war involving the United States has been declared, or any conflict involving the armed forces of the United States has escalated, or any other national emergency relating to the effective operation of government or the tinancial community has occurred, which in the reasonable opinion of the Representative materially adversely affects the market price of fhe Bonds (it being agreed by the Representative that there is no such contiict, escalation or emergency of such a character as of the date hereof); or (I) there has occurred any event, which in the Representative's reasonable opinion, after consultation with its legal counsel, makes the Official Statement either (a) contain an untrue statement of a material fact or (b) omit to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in any material respect, and the Owner fails to prepare or furnish or fails to cause to be prepared or furnished to the Undenvriters an amendment or supplement to the Official Statement, which will amend or supplement the Official Statement so that, as amended or supplemented, the Ofticial Statement will not contain any untrue statement of a material fact or omit to state a material fact

required to be stated therein or necessary to make the statements contained therein not misleading.

(c) at or prior to the Closing, the Representative receives the following:

(i) a certificate, dated the Date of Closing, signed by the Authorized Officer of the City satisfactory to the Representative to fhe effect that the representations and warranties of the City herein are correct in all material respects as of the Date of Closing;

(ii) the Owner's certificate, signed by an authorized officer of the General Partner of the Owner, dated the Date of Closing, to the effect that: (i) no event has occurred that would constitute a material default on the part of the Owner (including, but not limited to, any event that would permit acceleration) in any agreement relating to any debt of fhe Owner, or that would cause the Owner fo believe it will default in any material way with respect to its obligations under any such agreement; (ii) except as may be described in the Official Statement, no litigation, proceedings or investigations are pending against the Owner or to the knowledge of the Owner threatened (a) in any way contesting or affecting the validity of the Owner's Closing Documents, (b) in any way contesting the existence or powers of the Owner, (c) that would, if successful, result in a material adverse effect on the operations, tinancial or othenwise, of the Owner or the Project or (d) that in any manner questions the right of the Owner to enter into the Owner's Closing Documents, and the transactions contemplated thereby; (iii) since the date of the Official Statement, there has been no material and adverse change in the tinancial position or results of operation of the Owner or the Project, nor has the Owner incurred any material liabilities other than in the ordinary course of business; (iv) all material consents, approvals and authorizations of governmental authorities or agencies required for the execution of the Owner's Closing Documents by the Owner have been obtained; (v) the Owner has all necessary permits, and licenses, to conduct its operations as presently being conducted, subject to minor exceptions and deticiencies which do not materially and adversely affect the conduct of its operations; (vi) that no event has occurred and no condition exists which constitutes, or with the passage of time or the giving of notice, or both, would constitute, an event of default on the part of the Owner or the General Partner under any of the Basic Owner Documents; (vii) that the Project is in compliance with all applicable laws, ordinances and governmental rules and regulations, including, but not limited to, zoning and pollution control laws, ordinances and regulations; (viii) the representations and warranties of the Owner herein are correct as of the Date of Closing; and (ix) the Owner has complied with all agreements and conditions of this Agreement fo be performed or satistied by the Owner at or prior to the Closing;

(iii) two (2) copies of each of the indenture, the Loan Agreement, the Reimbursement Agreement, the Remarketing Agreement, the Tax Agreement, the Bond Regulatory Agreement and this Agreement, each duly executed by the parties thereto;

(iv) two (2) certitied copies of the Ordinance and Section 147(f) approval;

(v) two (2) copies of the Partnership Agreement of the Owner, as then in effect, and a certificate of good standing of the Owner and the General Partner;

(vi) (A) the unqualified approving opinion of Bond Counsel dated the Date of Closing, addressed to the City and the Representative in substantially the form included as Appendix B to the Official Statement; and (B) the supplemental opinion of Bond Counsel in substantially the form attached to this Bond Purchase Agreement as Appendix A;

(vii) the opinion of Counsel to the Owner and the General Partner addressed to the City and the Representative dated the Date of Closing in substantially the form attached to this Bond Purchase Agreement as Appendix B;

(viii) an opinion, dated the Date of Closing and addressed to the Representative, of the Corporation Counsel, in substantially the form attached to this Bond Purchase Agreement as Appendix C.

(ix) the opinion of Counsel to the Underwriters addressed to the Representative and the City, dated the Date of Closing in substantially the form attached to this Bond Purchase Agreement as Appendix D;

(x) a specimen Bond;

(xi) a specimen Letter of Credit issued by the Bank;

(xii) an opinion of counsel to the Bank, dated the date of Closing, in form and substance acceptable to the Underwriters;

(xiii) evidence that the City has duly executed Federal Form 8038;

(xiv) a copy of the title insurance policy issued to PNC Bank, N.A. dated as of the Date of Closing relating to title to the Project;

(xv) any certificates required by Bond Counsel relating to the tax-exempt nature of the Bonds;

(xvi) blanket letter of representation from the City accepted by DTC; and

(xvii) such additional legal opinions, certificates, proceedings, instruments and other documents as Counsel to the Underwriters or Bond Counsel may reasonably request to evidence compliance by the City and the Owner with legal requirements, the truth and accuracy, as of the time of Closing, of the respective representations and warranties of the Owner and the City in this Agreement, the Loan Agreement, the Bond Regulatory Agreement, the Tax Agreement and the Indenture, and the due performance or satisfaction by the City and the Owner at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the City and the Owner.

If the City or the Owner is unable to satisfy the conditions to the Underwriters' obligations in this Agreement or if the Underwriters' obligations are terminated for any reason permitted by this Agreement, this Agreement will terminate and neither the Underwriters, the City nor the

Owner will have any further obligation hereunder except pursuant to Sections 12 and 13 hereof; Acceptance of the Bonds by the Underwriters against payment therefor is deemed approval by the Underwriters of the City's and the Owner's compliance with the provisions of this Section 6.

Section 7. Representations by the City. The City represents to the Underwriters that:

(a) the City is a duly constituted and existing municipality and home rule unit of local government within the meaning of Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and as such may legislate matters which pertain to its government and affairs, including the issuance of the Bonds;

(b) to the knowledge of the undersigned representatives of the City, there are no actions, suits, proceedings, inquiries or investigations pending or threatened against the City in any court or before any governmental authority or arbitration board or tribunal which would materially and adversely affect the validity or enforceability of the Bonds, the Ordinance, the Indenture, the Loan Agreement, the Bond Regulatory Agreement or this Agreement or the performance of the City of its obligations hereunder or thereunder;

(c) the issuance and sale of the Bonds and the execution and delivery by the City of the Indenture, this Agreement, the Loan Agreement and the Bond Regulatory Agreement, and the performance by the City of its obligations hereunder and thereunder (i) are within the purposes, power and authority of fhe City, (ii) comply with the Constitution and laws of the State of Illinois and the ordinances of the City, (iii) are legal, valid and binding special limited obligations of the City except as enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other laws affecting the enforcement of creditors' rights generally and general principles of equity and (iv) have been duly authorized by all necessary action on the part of the City; and the Bonds do not and will not constitute a debt of the City, the State of Illinois or any political subdivision thereof or a loan of credit thereof within the meaning of any constitutional or statutory provision or limitation, nor will the Bonds constitute or give rise to a pecuniary liability of the City;

(d) the City Council of fhe City has approved the Ordinance and the Ordinance has not been amended, moditied or rescinded and is in full force and effect as of the date hereof;

(e) pursuant to the provisions of the Code, a public hearing on the proposed issuance of the Bonds was held by the City, or its designee, pursuant to public notice published in a newspaper of general circulation in Chicago, Illinois at least 14 days before the public hearing held on _____;

(f) to the knowledge of the undersigned representatives of the City, the City has not pledged and will not pledge or grant any security interest in its interest in, to or under the Indenture or the Loan Agreement and the payments made thereunder, or the revenues to be derived by the City thereunder for any purpose other than to secure the Bonds;

(g) the information in the Ofticial Statement relating to the City under the captions "THE ISSUER" and "NO LITIGATION – Issuer" is true and correct;

(h) to the knowledge of the undersigned representatives of the City, all authorizations, consents and approvals of any governmental body required in connection with the execution and delivery by the City of; or in connection with the City of its obligations under, the Indenture, the Loan Agreement, the Bond Regulatory Agreement, the Bonds and this

Agreement have been obtained and are in full force and effect or will be obtained prior to the Date of Closing and will be in full force and effect as of the Date of Closing.

Section 8. Representations of the Owner. The Owner represents to the Undenwriters and the City that:

(a) the Owner is and on the Date of Closing will be a limited partnership duly organized and validly existing and in good standing under the laws of the State of Illinois;

(b) the General Partner is duly organized validly existing and in good standing as a not for protit corporation under the laws of the State of Illinois;

(c) the Owner is and on the Date of Closing will be authorized to enter into this Agreement and the Owner's Closing Documents;

(d) the execution and delivery of the Owner's Closing Documents and compliance with the provisions thereof under the circumstances contemplated herein and therein, do not and will not confiict with or constitute on the part of fhe Owner a breach or violation of or default under the Owner's partnership agreement, or any agreement or other instruments to which the Owner is a party, or any existing law, administrative regulation, court order or consent decree to which the Owner is subject, the effect of which will be to prevent or interfere with the Owner's ability to fultill its obligations as contemplated by this Agreement and the Basic Owner Documents;

(e) the General Partner has taken all actions necessary to authorize if to execute the Owner's Closing Documents on behalf of the Owner;

(f) the execution and delivery of this Agreement and the Basic Owner Documents and compliance with the provisions thereof under the circumstances contemplated herein and therein, do not and will not contiict with or constitute on the part of the Owner a breach or violation of or default under any agreement or other instrument to which the Owner is a party or any existing law, administrative regulation, court order or consent decree to which the Owner is subject, the effect of which will be to prevent or interfere with the Owner's ability to fultill its obligations as contemplated by this Agreement and the Basic Owner Documents;

(g) the Official Statement is as of the date hereof and will be as of the Date of Closing, true and correct in all material respects, and the Ofticial Statement does not as of the date hereof and will not as of the Date of Closing omit any material fact necessary in order to make the statement made therein, in the light of the circumstances under which they were made, not misleading (except for information appearing under the captions "THE ISSUER," "NO LITIGATION – Issuer" and "THE BONDS - Book-Entry Only System" as to which no opinion is expressed);

(h) no event of default or event thaf, with notice or lapse of time or both, would constitute an event of default or a default under the Basic Owner Documents or any other material instrument, agreement, decree or order to which the Owner is bound or to which any of its property or assets is subject has occurred and is continuing;

(i) at the Closing, all liens, encumbrances, covenants, conditions and restrictions, if any, applicable to the Project will not interfere or impair the operation of, or materially adversely affect the value of, the Project;

(j) except as may be described in the Ofticial Statement, there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any public board or body pending or, to the knowledge of the Owner, threatened against or affecting the Owner, or to the knowledge of the Owner, any meritorious basis therefor, wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the tinancial condition of the Owner, the operation by the Owner of the Project, the transactions contemplated by the Basic Owner Documents and the Ofticial Statement or would have an adverse effect on the validity or enforceability of this Agreement, the Basic Owner Documents or any agreement or instrument by which the Owner or its property is bound or would in any way contest the corporate existence or powers of the Owner or the federal tax-exempt status of the interest on the Bonds or the amounts to be received by the City pursuant to the Indenture or the Loan Agreement;

(k) this Agreement is, and upon their execution the other Basic Owner Documents will be, the legal, valid and binding obligations of the Owner enforceable in accordance with its terms (subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally from time to time in effect and to applicable legal principles and procedural requirements if equitable and other specific remedies are sought and subject to the qualification that enforcement of the indemnitication provisions of this Agreement may be limited by federal or state securities laws as the same may have been interpreted by judicial decisions);

(l) (i) no approvals, permits, consents, authorizations, certitications or other orders not already obtained are required to be obtained as of the date hereof by the Owner from any governmental agency, authority, board or commission having jurisdiction which could materially affect (A) the performance by the Owner of its obligations under the Basic Owner Documents or (B) the construction, equipping and operation of fhe Project; (ii) the financing of the costs of the Project, as contemplated by the Official Statement, is consistent with and does not violate or contiict with the terms of the various consents or approvals of any such agencies or entities; and (iii) the Owner does not have any reason to believe that any additional approvals, licenses or permits necessary for the construction, equipping, occupancy and use of the Project will not be obtained in due course;

(m) all of the representations and warranties of the Owner in the other Basic Owner Documents are true and correct as of this date, as if made on this date;

(n) the Owner will, on the Date of Closing, have good and marketable titie to the Project; and

(o) any certificate signed by an authorized ofticer of the General Partner on behalf of the Owner delivered to the City or the Undenwriters are deemed a representation and warranty by the Owner to such parties as to the statements made therein.

Section 9. Representations of the Underwriters. The Representative represents to the City and the Owner that it is duly authorized to act as Representative of the Underwriters and to enter into and perform this Agreement on behalf of the Underwriters, and has till authority to take such action as it may deem advisable with respect to all matters pertaining to this Agreement. Each Underwriter hereby severally represents to the City that the Bonds will be offered and, if issued, sold by the Undenwriters in accordance with applicable state and federal securities laws. Each Underwriter hereby severally represents and warrants that: (a) it is a member of the National Association of Securities Dealers, Inc., and is licensed by the Illinois

Department of Securities in the office of the Secretary of State of the State of Illinois as a broker-dealer; (b) it has not given any information or made any representation in connection with the undenwriting of the Bonds other than as contained in the Official Statement, including the Appendices thereto; and (c) no person holding an office of the City, either by election or appointment, is in any manner interested, either directiy or indirectiy, in any contract being entered into or the performance of any work to be carried out in connection with the underwriting of the Bonds and upon which such ofticer may be called upon to act or vote.

Section 10. Unauthorized Business Relationships. The Undenwriters and the Owner acknowledge (A) receipt of a copy of Section 2-156-030(b) of the Municipal Code of Chicago (B) that representatives of the Underwriters and the Owner have read such provision and understand that pursuant to such Section 2-156-030(b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a "Business Relationship" (as detined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (C) that a violation of Section 2-156-030(b) by an elected official, or any person acting at the direction of such official with respect to any fransaction contemplated hereby will be grounds for termination of this Agreement and the transactions contemplated hereby. The Undenwriters and the Owner hereby represent and warrant that, to the best of their knowledge after due inquiry, no violation of Section 2-156-030(b) has occurred with respect to this Agreement or the transactions contemplated hereby.

Section 11. Termination by the Representative. This Agreement may be terminated in writing by the Representative if any of the following occurs: (i) this Agreement has not been accepted by the City and the Owner within the time herein provided; (ii) fhe Official Statement or any of the Closing Documents have not been delivered, or fhe Bonds, the Official Statement or any of the Closing Documents have not been executed or a portion of the undenwriting fee provided for in Section 2 hereof has not been paid on the Date of Closing; or (iii) any condition set forth in Section 6(b) hereof has occurred and is continuing.

Section 12. Termination bv Citv and Owner. This Agreement may be terminated in writing by the City or the Owner if the Representative fails to accept delivery of the Bonds on the Date of Closing upon tender thereof to the Undenwriters by the City, delivery to the Representative of all of the Closing Documents; and tender of payment of the underwriting fee to the Undenwriters as provided for in Section 2 hereof.

Section 13. Expenses. The Undenwriters will pay their own out-of-pocket expenses. The Owner will pay all of the other costs and expenses in connection with the tinancing contemplated by this Agreement and the Basic Documents, including, but not limited to: (i) the fees and expenses of Bond Counsel, Corporation Counsel, Counsel to the Undenwriters, Counsel to the Bank and Counsel to the Owner and the General Partner; (ii) fhe fees and expenses of the Trustee; (iii) the cost of duplication and printing of the Official Statement; (iv) the cost of printing the Bonds; (v) fees and expenses of the City and (vi) fees and expenses of the Bank.

Section 14. Indemnitication. (a) the Owner agrees to indemnify and hold harmless (i) the Undenwriters and each person who controls the Undenwriters within the meaning of the Securities Act or the 1934 Acf, and (ii) the Cify and its officers, employees, attorneys and agents as follows:

(i) against any and all loss, liability, claim, damage and expense whatsoever arising out of any untrue statement or alleged untrue statement of a material fact, or the omission or alleged omission from the Official Statement of a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, unless such untrue statement or omission was made in reliance upon and in conformity with written information furnished to the Owner by the Underwriters or the City expressly for use in the Official Statement (or any amendment or supplement thereto);

(ii) against any and all loss, liability, claim, damage and expense whatsoever to the extent of the aggregate amount paid in settlement of any litigation or investigation or proceeding by any governmental agency or body, commenced or threatened, or of any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission referred to in paragraph (i) above, if such settlement is effected with the written consent of the Owner, but only if such alleged untrue statement or omission was not made in reliance upon and in conformity with written information furnished to the Owner by the Underwriters or the City expressly for use in the Official Statement (or any amendment or supplement thereto); and

(iii) against any and all expense whatsoever (including the fees and disbursements of counsel, subject to the limitation set forth in Subsection (c) of this Section, chosen by the Underwriters, each person who controls the Underwriters or the City, their respective officers, employees, attorneys and agents as appropriate) reasonably incurred in investigating, preparing or defending against any litigation or investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever based upon any such untrue statement or omission referred to in paragraph (i) above, or any such alleged untrue statement or omission, to the extent any such expense is not paid under paragraphs (i) or (ii) above but only if such alleged untrue statement or omission was not made in reliance upon and in conformity with written information furnished to the Owner by the Underwriters or the City expressly for use in the Official Statement (or any amendment or supplement thereto).

(b) The Underwriters agree to indemnify and hold harmless (i) the Owner and each person who controls the Owner within the meaning of the Securities Act or the 1934 Act and (ii) the City and its officers, employees, attorneys and agents against any and all loss, liability, claim, damage and expense with respect to (x) untrue statements or omissions or alleged untrue statements or omissions, made in the Official Statement (or any amendment or supplement thereto) under the heading "RATING" or in reliance upon and in conformity with written information furnished to the Owner or the City, as the case may be, by the Underwriters expressly for use in the Official Statement (or any amendment or supplement thereto); or (y) any material misstatements or omissions made by any agent, employee or officer of the Underwriters or anyone authorized by the Underwriters to sell the Bonds made in connection with any offer to sell a Bond if such misstatements or omissions arise from providing any information on the Bonds to purchasers or potential purchasers of a Bond other than a complete Official Statement.

(c) Each indemnitied party will give prompt notice tb each indemnifying party of any action commenced against it or any claim asserted against it in respect of which indemnity may be sought hereunder but failure to so notify any indemnifying party will not relieve it from any liability which it may have othenwise than on account of this indemnity agreement. An indemnifying party, upon receiving notice of any action or claim for which indemnitication is sought by another party hereto, may assume and control the defense thereof with counsel satisfactory to it and the indemnitied party; provided, the City must consent in writing to the assumption of its defense by any counsel appointed by the indemnifying party. Following the assumption of the defense of any such action or claim, the indemnifying party will not be liable for any legal or other expense subsequently incurred by the indemnitied party in the defense of such action or claim, except expenses incurred because (i) the indemnifying party has npt employed counsel to defend such action or claim within a reasonable time after its assumption of the defense thereof, (ii) the indemnitied party has been advised by counsel employed by the indemnitied party to defend such action or claim that the indemnitied party may have available to it one or more defenses to such action or claim that are inconsistent with the defenses available to the indemnifying party or one or more other indemnified parties. An indemnitied party may participate in the defense of such action or claim. In no event (other than aforesaid) will the indemnifying parties be liable for the fees and expenses of more than one counsel for all indemnitied parties in connection with any action or separate but similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances unless it is determined that the retention of one counsel would create a contiict between the indemnitied parties, in which case additional counsel may be retained.

(d) In order to provide for just and equitable contribution as a result of specitic circumstances or acts for which both the Owner and the Underwriters are determined to be liable to the City for the indemnity provided for in paragraphs (a) and (b) of this Section, the Owner and the Underwriters will contribute to the aggregate losses, damages, expenses, liabilities or claims of the nature contemplated by said indemnity agreement incurred by the Owner and the Undenwriters, in such proportions as determined by a court of competent jurisdiction; provided, however, that no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) is entitied to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this Section, each person who controls the Undenwriters, within the meaning of the Securities Act or the 1934 Act, has the same rights of contribution as the Underwriters and each person who controls the Owner within the meaning of the Securities Act or the 1934 Act, has the same rights of contribution as the Owner.

(e) The indemnity provided by subsection (a) of this Section is in addition to any other liability the Owner may otherwise have hereunder, at common law or othenvise, and is provided solely for the benetit of the Undenwriters and the City and their respective successors, assigns, legal representatives or controlling persons and the members, ofticers, employees and agents thereof, and no other person will acquire or have any right under or by virtue of such provisions of this Agreement. The indemnity provided by subsection (b) of this Section will be in addition to any other liability the Undenwriters may othenwise have hereunder, at common law or otherwise, and is provided solely for the benetit of the Owner and its controlling persons and the City, the members, ofticers, employees, attorneys and agents thereof, and their respective successors, assigns, legal representatives, and no other person will acquire or have any right under or by virtue of such provisions of this Agreement.

(f) The Owner agrees to reimburse the Undenwriters and the City (in connection with its indemnity provided in Subsection (a) hereof) and the Undenwriters agree to reimburse the

Owner and the City (in connection with its indemnity provided in Subsection (b) hereof) for any expenses (including reasonable fees and expenses of counsel, subject to the limitation set forth in Subsection (c) of this Section) incurred as a result of producing documents, presenting testimony or evidence or preparing to present testimony or evidence (based upon the time expended by the Undenvriters, the City and/or the Owner, as the case may be, at their then current time charges), in connection with any court or administrative proceeding (including any investigation which may be preliminary thereto) arising out of or relating to the offer, issuance or sale of the Bonds.

Section 15. Notices. Any notice or other communication to be given to the City, the Owner or the Underwriters under this Agreement may be given by delivering the same in writing to their respective addresses set forth below:

If to the City:

City of Chicago
Department of Housing
33 North LaSalle Street
11th Floor
Chicago, Illinois 60602
Attn: Commissioner
Telephone: (312) 742-0440
Fax: (312) 747-1396

With a copy to:

City of Chicago
Office of the Chief Financial Officer
33 N. LaSalle Street
6th Floor
Chicago, Illinois 60602
Attention: Chief Financial Officer
Telephone: (312) 744-6900
Fax: (312) 744-4877

And a copy to:

City of Chicago
Office of the Corporation Counsel
City Hall, Room 600
121 N. LaSalle Street
Chicago, Illinois 60602
Attention: Housing and Economic Development Division
Telephone: (312) 744-0200
Fax: (312) 744-8538

If to the Owner:

Community Housing Partners XV L.P.
c/o Chicago Community Development Corporation
36 South Wabash Avenue, Suite 1310
Chicago, Illinois 60603
Attention: _____
Telephone: (312) 422-7700
Fax: _____

With a copy to:

Duane Morris LLP
190 South LaSalle, Suite 3700
Chicago, Illinois 60603
Attention: Douglas J. Antonio
Telephone: (312) 499-6772
Facsimile: (312) 277-1091

If to the Representative:

Bank of America Merrill Lynch
Merrill Lynch, Pierce, Fenner & Smith Incorporated
222 North LaSalle, FL18
Chicago, IL 60601
Attention: Susan Jun, Director
(312) 499-3308

Section 16. Parties and Interests; Survival. This Agreement is made solely for the benetit of the City, the Owner and the Underwriters, including the successors and assigns of fhe Underwriters, and no other person, partnership, association or corporation will acquire or have any rights hereunder or by virtue hereof. All representations and agreements by the City and the Owner in this Agreement will remain operative and in full force and effect regardless of any investigation made by or on behalf of the Underwriters, and all representations and agreements of all parties hereto will survive the delivery of and payment for the Bonds.

Section 17. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered is deemed to be an original; but such counterparts together constitute but one and the same Agreement.

Section 18. Limitation of Citv Liabilifv. It is understood that the representations, warranties and covenants of the City contained in this Agreement do not create any general obligations or liabiiity of the Cify, and that any obligation or liability of the City hereunder or under the other Basic City Documents is payable solely out of the revenues or other income, charges and moneys derived by the City from, or in connection with, the Loan Agreement, the Indenture or the sale of the Bonds, nor will any officer, member or employee of the City be personally liable therefor.

Section 19. No Advisory or Fiduciary Role. The Issuer acknowledges and agrees that (i) the purchase and sale pf the Bonds pursuant to this Bond Purchase Agreement is an arm's-length commercial transaction between the Issuer and the Underwriter, (ii) in connection therewith and with the process leading to such transaction the Undenwriter is and has been acting solely as a principal and is not acting as the agent or tiduciary of the Issuer, (iii) the Underwriter has not assumed an advisory or tiduciary responsibility in favor of the Issuer with respect to the offering contemplated hereby or the process leading thereto (irrespective of whether the Underwriter has advised or is currentiy advising the Issuer on other matters) and the Undenwriter has no obligation to the Issuer with respect to the offering contemplated hereby

except the obligations expressly set forth in this Bond Purchase Agreement and (iv) the Issuer has consulted its own legal, tinancial and other advisors to the extent it deemed appropriate.

Section 20. *HUD Restrictions*. The following provisions shall apply for so long as HUD or its successors or assigns is the holder or insurer of the Mortgage Note or until the Mortgage Note is paid in full and in the event of any contiict, inconsistency or ambiguity between the provisions of this Section 20 and the provisions of any other Section of this Agreement, the provisions of this Section 20 control:

"Notwithstanding anything in this Agreement to the contrary, including without limitation any provisions for indemnity, the parties shall not have or assert any interest in, lien against or right to any asset of the Project, or to any of fhe proceeds of the Mortgage Note or any of the collateral for the Mortgage Note, other than distributable Surplus Cash (as detined in the Bond Regulatory Agreement). No amount to be paid to the parties hereunder shall be paid from the proceeds of the Mortgage Note, or any reserve or deposit required in connection with the Mortgage Note. The parties and their successors and assigns do not now and will not in the future claim or assert any interest in or claim against or right with respect to the Project, any reserve or deposit required by HUD in connection with the FHA-insured mortgage transaction or rents or other income of the Project other than distributable Surplus Cash."

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Bond Purchase Agreement in connecfion with the City of Chicago Multi-Family Housing Revenue Bonds (Hazel Winthrop Apartments), Series 2011B to be executed by their duly authorized representatives as of the date first above written.

MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED as Representative of the Undenwriters

By: _____

Its: _____

Accepted this ___day of_____ ,2011

CITY OF CHICAGO

By: _____
Gene R. Saffold
Chief Financial Officer

Concurred:

By: _____
Edward M. Burke,
Chairman, Committee on Finance of the City Council

COMMUNITY HOUSING PARTNERS VX L.P.,
an Illinois limited partnership

By: Chicago Community Development Corporation
an Illinois corporation
Its: General Partner

By: _____
Name: _____
Its: _____

By: Hazel Winthrop NFP
an Illinois not-for-profit corporation
Its: General Partner
By: _____
Name: _____
Its: _____

APPENDIX A

FORM OF SUPPLEMENTAL OPINION OF BOND COUNSEL

APPENDIX B

FORM OF OPINION OF COUNSEL TO OWNER AND GENERAL PARTNER

APPENDIX C

FORM OF OPINION OF CORPORATION COUNSEL

APPENDIX D

FORM OF OPINION OF UNDERWRITERS' COUNSEL

APPENDIX E

OFFICIAL STATEMENT

EXHIBIT H

Fee Waivers

Department of Construction and Permits

Waiver of Plan Review, Permit and Inspection Fees:

A. Building Permit
   Zoning
   Construction/Architectural/Structural
   Internal Plumbing
   HVAC
   Water for Construction
   Smoke Abatement
B. Electrical Permit: Service and Wiring
C. Elevator Permit (if applicable)
D. Wrecking Permit (if applicable)
E. Fencing Permit (if applicable)
F. Fees for the review of building plans for compliance with accessibility codes by the Mayor's Office for People with Disabilities imposed by Section 13-32-310(2) of the Municipal Code of Chicago

Department of Water Management

Tap Fees
Cut and Seal Fees
(Fees to purchase B-boxes and remote read-outs are not waived)
Sealing Permit Fees

Department of Transportation

Street Opening Fees
Driveway Permit Fees
Use of Public Way Fees

EXHIBIT I

Form of Redevelopment Agreement

[leave blank 3" x 5" space for recorder's office]

This agreement was prepared by and
after recording return to
Ann R. Perkins, Esq.
City of Chicago Law Department
121 North LaSalle Street, Room 600
Chicago, IL 60602

HAZEL WINTHROP APARTMENTS REDEVELOPMENT AGREEMENT

This Hazel Winthrop Apartments Redevelopment Agreement (this "Agreement") is made as of this ____ day of _____, 2011, by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Housing and Economic Development ("DHED"), Community Housing Partners XV L.P., an Illinois limited partnership ("CHP"), Chicago Community Development Corporation, an Illinois corporation ("CCDC"), and Voice of the People in Uptown, Inc., an Illinois not-for-profit corporation ("VOP" and collectively with CHP and CCDC, the "Developer").

RECITALS

A. Constitutional Authority: As a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois (the "State"), the City has the power to regulate for the protection of the public health, safefy, morals and welfare of its inhabitants, and pursuant thereto, has the power to encourage private development in order to enhance the local tax base, create employment opportunities and to enter into contractual agreements with private parties in order to achieve these goals.

B. Statutory Authority: The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time (the "Act"), to finance projects that eradicate blighted conditions and conservation area factors through the use of tax increment allocation financing for redevelopment projects.

C. City Council Authority: To induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on June 27, 2001: (1) "Approval of Wilson Yard Redevelopment Project Area Tax Increment Finance Program

Redevelopment Plan and Project;" (2) "Designation of Wilson Yard Redevelopment Project Area as a Redevelopment Project Area Pursuant to Tax Increment Allocation Redevelopment Act;" and (3) "Adoption of Tax Increment Allocation Financing for the Wilson Yard Redevelopment Project Area" (the "Original TIF Adoption Ordinance"), and subsequentiy amended the Original TIF Adoption Ordinance with ordinances adopted on November 18, 2009 and on February 10, 2010 (the "TIF Amendment Ordinances" and collectively with the Original TIF Adoption Ordinance, referred to herein as the "TIF Ordinances"). The redevelopment project area referred to above (the "Redevelopment Area") is legally described in Exhibit A hereto.

D. The Project: VOP intends to purchase (the "Acquisition"), and thereafter sell or contribute to CHP, certain property located within the Redevelopment Area at 4509 North Hazel Street, 4426 North Magnolia Avenue, 912-914 West Montrose Avenue and 4813 North Winthrop Avenue, all in Chicago, Illinois 60640 and legally described on Exhibit B hereto (the "Property"), and, within the time frames set forth in Section 3.01 hereof, Developer shall commence and complete rehabilitation of 30 affordable multi-family rental units (the "Facility") thereon. The Facility and related improvements (including but not limited to those TIF-Funded Improvements as detined below and set forth on Exhibit C) are collectively referred to herein as the "Project." The completion of the Project would not reasonably be anticipated without the tinancing contemplated in this Agreement.

E. Redevelopment Plan: The Project will be carried out in accordance with this Agreement and the City of Chicago Wilson Yard Redevelopment Project Area Tax Increment Financing Program Redevelopment Plan (the "Redevelopment Plan") attached hereto as Exhibit D.

F. City Financing: The City agrees to use, in the amounts set forth in Section 4.03 hereof, Incremental Taxes (as detined below), to pay for or reimburse the Developer for the costs of TIF-Funded Improvements pursuant to the terms and conditions of this Agreement.

In addition, the City may, in its discretion, issue tax increment allocation bonds ("TIF Bonds") secured by Incremental Taxes pursuant to a TIF bond ordinance (the "TIF Bond Ordinance") at a later date as described in Section 4.03(d) hereof, the proceeds of which (the "TIF Bond Proceeds") may be used to pay for the costs of the TIF-Funded Improvements not previously paid for from Incremental Taxes, or in order to reimburse the City for the costs of TIF-Funded Improvements.

Now, therefore, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. RECITALS

The foregoing recitals are hereby incorporated into this agreement by reference.

SECTION 2. DEFINITIONS

For purposes of this Agreement, in addition to the terms defined in the foregoing recitals, the following terms shall have the meanings set forth below:

"Act" shall have the meaning set forth in the Recitals hereof.

"Acquisition" shall have the meaning set forth in the Recitals hereof.

"Affiliate" shall mean any person or entity directly or indirectly controlling, controlled by or under common control with the Developer.

"Annual Compliance Report" shall mean a signed report from the Developer to the City (a) itemizing each of the Developer's obligations under this Agreement during the preceding calendar year, (b) certifying the Developer's compliance or noncompliance with such obligations, (c) attaching evidence (whether or not previously submitted to the City) of such compliance or noncompliance and (d) certifying that the Developer is not in default with respect to any provision of this Agreement, the agreements evidencing the Lender Financing, if any, or any related agreements; provided, that the obligations to be covered by the Annual Compliance Report shall include the following: (1) delivery of Financial Statements and unaudited financial statements (Section 8.08); (2) delivery of updated insurance certificates, if applicable (Section 8.13); (3) delivery of evidence of payment of Non-Governmental Charges, if applicable (Section 8.14); (4) delivery of evidence of compliance with the Affordable Housing Covenant (Section 8.19); and (5) compliance with all other executory provisions of this Agreement.

"Available Incremental Taxes" shall mean 95% of those Incremental Taxes deposited in the General Account of the Wilson Yard TIF Fund attributable to the taxes levied on the Redevelopment Area, to the extent available and subject to Prior TIF Obligations (as set forth on Exhibit M hereto), allocated by the City in each fiscal year for payment of the TIF-Funded Improvements.

"Bond(s)" shall have the meaning set forth for such term in Section 8.05 hereof.

"Bond Ordinance" shall mean the City ordinance authorizing the issuance of Bonds.

"Certificate" shall mean the Certificate of Completion of Rehabilitation described in Section 7.01 hereof.

"Change Order" shall mean any amendment or modification to the Scope Drawings, Plans and Specifications or the Project Budget as described in Section 3.03, Section 3.04 and Section 3.05, respectively.

"City Council" shall have the meaning set forth in the Recitals hereof.

"City Funds" shall mean the funds described in Section 4.03(b) hereof.

"Closing Date" shall mean the date of execution and delivery of this Agreement by all parties hereto, which shall be deemed to be the date appearing in the first paragraph of this Agreement.

"Construction Contract" shall mean that certain contract, substantially in the form attached hereto as Exhibit E, to be entered into between CHP and the General Contractor providing for construction of the Project.

"Corporation Counsel" shall mean the City's Office of Corporation Counsel.

"Employer(s)" shall have the meaning set forth in Section 10 hereof.

"Environmental Laws" shall mean any and all federal, state or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, as amended and hereafter amended, including but not limited to (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.); (ii) any so-called "Superfund" or "Superlien" law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1802 et seq.); (iv) the Resource Consen/ation and Recovery Act (42 U.S.C. Section 6902 et seq.); (v) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vi) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (ix) the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.); and (x) the Municipal Code of Chicago, including but not limited to the Municipal Code of Chicago, Sections 7-28-390, 7-28-440, 11-4-1410, 11-4-1420, 11-4-1450, 11-4-1500, 11-4-1530, 11-4-1550, or 11-4-1560.

"Equity" shall mean funds of the Developer (other than funds derived from Lender Financing) irrevocably available for the Project, in the amouni set forth in Section 4.01 hereof, which amount may be increased pursuant to Section 4.06 (Cost Overmns) or Section 4.03(b).

"Escrow" shall mean the construction escrow established pursuant to the Escrow Agreement.

"Escrow Agreement" shall mean the Escrow Agreement establishing a construction escrow, to be entered into as of the date hereof by the Titie Company (or an aftiliate of the Titie Company), the City, the Developer and the Developer's lender(s), substantially in the form of Exhibit F attached hereto.

"Event of Default" shall have the meaning set forth in Section 15 hereof.

"Facility" shall have the meaning set forth in the Recitals hereof.

"FHA-insured Loan" means that certain mortgage loan, insured by The Federal Housing Administration under the National Housing Act, to Developer in connection with the Project.

"Financial Statements" shall mean complete audited tinancial statements of the Developer prepared by a certitied public accountant in accordance with generally accepted accounting principles and practices consistently applied throughout the appropriate periods.

"General Contractor" shall mean the general contractor(s) hired by the Developer pursuant to Section 6.01.

"Hazardous Materials" shall mean any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste detined or qualifying as such in (or for the purposes of) any Environmental Law, or any pollutant or contaminant, and shall include, but not be limited to, petroleum (including crude oil), any radioactive material or by-product material, polychlorinated biphenyls and asbestos in any form or condition.

"HUD" shall mean the United States Department of Housing and Urban Development.

"Incremental Taxes" shall mean such ad valorem taxes which, pursuant to the TIF Ordinances and Section 5/11-74.4-8(b) of the Act, are allocated to and when collected are paid to the Treasurer of the City of Chicago for deposit by the Treasurer into the Wilson Yard TIF Fund established to pay Redevelopment Project Costs and obligafions incurred in the payment thereof.

"Initial Payment" shall have the meaning set forth in Section 4.03(b).

"Lawrence/Broadway Ported Funds" shall mean the funds ported from the Lawrence/Broadway Special Tax Allocafion Fund to the Wilson Yard TIF Fund for the sole purpose of funding the Inifial Payment.

"Lawrence/Broadway Special Tax Allocation Fund" shall mean the special tax allocation fund created by the City in connection with the Lawrence/Broadway Redevelopment Project Area into which incremental taxes from the Lawrence/Broadway Redevelopment Project Area are deposited.

"Lender Financing" shall mean funds, including without limitafion the FHA-insured Loan, borrowed by the Developer from lenders (each, a "Lender") and available to pay for Redevelopment Project Costs, in fhe amouni set forth in Section 4.01 hereof.

"MBE(s)" or minority-owned business enterprise shall mean a business enterprise identified in the Directory of Certified Minority Business Enterprises published by the Ciiy's Purchasing Department, or otherwise certified by the City's Purchasing Department as a minority business enterprise.

"MBE/WBE Program" shall have the meaning set forth in Section 10.03 hereof.

"Municipal Code" shall mean the Municipal Code of the City of Chicago.

"Non-Governmental Charges" shall mean all non-governmental charges, liens, claims, or encumbrances relating to the Developer, the Property or the Project.

"Permitted Liens" shall mean those liens and encumbrances against the Property and/or the Project set forth on Exhibit G hereto.

"Plans and Specifications" shall mean final construcfion documents containing a site plan and working drawings and specifications for the Project, as submitted to the City as the basis for obtaining building permits for the Project.

"Prior Expenditure(s)" shall have the meaning set forth in Section 4.05(a) hereof.

"Project" shall have the meaning set forth in the Recitals hereof.

"Project Budget" shall mean the budget attached hereto as Exhibit H, showing the total cost of the Project by line item, furnished by the Developer to DHED, in accordance with Section 3.03 hereof.

"Property" shall have the meaning set forth in the Recitals hereof.

"Qualified Investor" means a qualified institufional buyer (QIB) or a registered investment

company, or a trust where certificates of participafion are sold to QIBs or registered investment companies.

"Redevelopment Area" shall have the meaning set forth in the Recitals hereof.

"Redevelopment Plan" shall have the meaning set forth in the Recitals hereof.

"Redevelopment Project Costs" shall mean redevelopment project costs as defined in Section 5/11-74.4-3(q) of the Act that are included in the budget set forth in the Redevelopment Plan or otherwise referenced in the Redevelopment Plan.

"Requisition Form" shall mean the documeni, in the form attached hereto as Exhibit **N**, to be delivered by the Developer to DHED pursuant to Section 4.04 of this Agreement.

"Scope Drawings" shall mean preliminary construcfion documents containing a site plan and preliminary drawings and specificafions for the Project.

"Series 2011 Bond Documents" shall mean any documents entered into by the Developer and the City in connecfion with the Series 2011A Bonds and/or the Series 2011B Bonds.

"Series 2011A Bonds" shall mean the Ciiy's Mulfi-Family Housing Revenue Bonds (Hazel Winthrop Apartments), Series 2011A (FHA Insured/GNMA), in an amount not to exceed $_____, the proceeds of which are being loaned to the Developer to finance a portion of the costs of fhe Project.

"Series 2011B Bonds" shall mean the City's Mulfi-Family Housing Revenue Bonds (Hazel Winthrop Apartments), Series 2011B, in an amount not to exceed $_____, the proceeds of which are being loaned to the Developer to finance a portion of the costs of the Project.

"Survey" shall mean a Class A plat of survey in the most recently revised form of ALTA/ACSM land tifie survey of the Property dated within 45 days prior to the Closing Dafe, acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State of Illinois, certified to the City and the Tifie Company, and indicating whether the Property is in a fiood hazard area as identified by the United States Federal Emergency Management Agency (and updates thereof to refiect improvements to the Property in connecfion with the rehabilitafion of the Facility and related improvements as required by the City or lender(s) providing Lender Financing).

"Term of the Agreement" shall mean the period of fime commencing on the Closing Date and ending on the later of. (a) fifteen years after the date of the issuance of the Certificate or (b) the date on which the Redevelopment Area is no longer in effect (through and including December 31, 2024).

"TIF Bonds" shall have the meaning set forth in the Recitals hereof.

"TIF Bond Ordinance" shall have the meaning set forth in the Recitals hereof.

"TIF-Funded Improvements" shall mean those improvements of the Project which (i) qualify as Redevelopment Project Costs, (ii) are eligible costs under the Redevelopment Plan and (iii) the

City has agreed to pay for out of the City Funds, subject to the terms of this Agreement. Exhibit C lists the TIF-Funded Improvements for the Project.

"TIF Ordinances" shall have the meaning set forth in the Recitals hereof.

"Titie Company" shall mean Title Services, Inc.

"Titie Policy" shall mean a titie insurance policy in the most recently revised ALTA or equivalent form, showing the CHP as the insured, noting the recording of this Agreement as an encumbrance against the Property, and a subordination agreemenf in favor of the City with respect to previously recorded liens against the Property related to Lender Financing, if any, issued by the Titie Company.

"WARN Act" shall mean the Worker Adjustment and Retraining Notitication Act (29 U.S.C. Section 2101 et seq.).

"WBE(s)" or women's business enterprise shall mean a business identitied in the Directory of Certitied Women Business Enterprises published by the City's Purchasing Department, or othenwise certitied by the City's Purchasing Department as a women's business enterprise.

"Wilson Yard TIF Fund" shall mean the special tax allocation fund created by the City in connection with the Redevelopment Area into which the Incremental Taxes will be deposited.

SECTION 3. THE PROJECT

3.01 The Proiect. With respect to the Facility, the Developer shall, pursuant to the Plans and Specitications and subject to the provisions of Section 18.17 hereof: (i) commence rehabilitation no later than July, 2011; and (ii) complete rehabilitation no later than July 31, 2012.

3.02 Scope Drawings and Plans and Specitications. The Developer has delivered the Scope Drawings and Plans and Specitications to DHED and DHED has approved same. After such initial approval, subsequent proposed changes to the Scope Drawings or Plans and Specitications shall be submitted to DHED as a Change Order pursuant to Section **3.04** hereof. The Scope Drawings and Plans and Specitications shall at all times conform to the Redevelopment Plan as in effect on the date of this Agreement and all applicable federal, state and local laws, ordinances and regulations. The Developer shall submit all necessary documents fo the City's Building Department, Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the Project.

3.03 Proiect Budget. The Developer has furnished to DHED, and DHED has approved, a Project Budget showing total costs for the Project in an amount not less than Eleven Million Five Hundred Eight Thousand Six Hundred Sixty Nine Dollars ($11,508,669). The Developer hereby certities to the City that (a) the City Funds, together with Lender Financing and Equity described in Section **4.02** hereof, shall be sufficient to complete fhe Project; and (b) the Project Budget is true, correct and complete in all material respects. The Developer shall promptiy deliver to DHED certitied copies of any Change Orders with respect to the Project Budget for approval pursuant to Section **3.04** hereof.

3.04 Change Orders. Except as provided below, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating fo material changes

to the Project must be submitted by the Developer to DHED for DHED's prior written approval. The Developer shall not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection therewith prior to the receipt by the Developer of DHED's written approval. The Construction Contract, and each contract between the General Contractor and any subcontractor, shall contain a provision to this effect. An approved Change Order shall not be deemed to imply any obligation on the part of the City to increase the amount of City Funds which the City has pledged pursuant to this Agreement or provide any other additional assistance to the Developer.

3.05 DHED Approval. Any approval granted by DHED of the Scope Drawings, Plans and Specitications and the Change Orders is for the purposes of this Agreement only and does not affect or constitute any approval required by any other City department or pursuant to any City ordinance, code, regulation or any other governmental approval, nor does any approval by DHED pursuant to this Agreement constitute approval of the quality, structural soundness or safety of the Property or the Project.

3.06 Other Approvals. Any DHED approval under this Agreement shall have no effect upon, nor shall it operate as a waiver of, the Developer's obligations to comply with the provisions of Section **5.03** (Other Governmental Approvals) hereof. The Developer shall not commence construction of the Project until the Developer has obtained all necessary permits and approvals (including but not limited to DHED's approval of the Scope Drawings and Plans and Specifications) and proof of the General Contractor's and each subcontractor's bonding as required hereunder.

3.07 Progress Reports and Survey Updates. The Developer shall provide DHED with written quarterly progress reports detailing the status of the Project, including a revised completion date, if necessary (with any change in completion date being considered a Change Order, requiring DHED's written approval pursuant to Section **3.04**). The Developer shall provide three (**3**) copies of an updated Survey to DHED upon the request of DHED or any lender providing Lender Financing, retiecting improvements made to the Property.

3.08 Inspecting Agent or Architect. An independent agent or architect (other than the Developer's architect) approved by DHED shall be selected to act as the inspecting agent or architect, at the Developer's expense, for the Project. The inspecting agent or architect shall perform periodic inspections with respect fo the Project, providing certitications with respect thereto to DHED, prior to requests for disbursement for costs related to the Project pursuant to the Escrow Agreement.

3.09 Barricades. Prior to commencing any construction requiring barricades, the Developer shall install a construction barricade of a type and appearance satisfactory to the City and constructed in compliance with all applicable federal, state or City laws, ordinances and regulations. DHED retains the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades.

3.10 Signs and Public Relations. The Developer shall erect a sign of size and style approved by the City in a conspicuous location on the Property during the Project, indicating that tinancing has been provided by the City. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding the Developer, the Property and the Project in the City's promotional literature and communications.

3.11 Utility Connections. The Developer may connect all on-site water, sanitary, storm and sewer lines constructed on the Property to City utility lines existing on or near the perimeter of the Property, provided the Developer first complies with all City requirements governing such connections, including the payment of customary fees and costs related thereto.

3.12 Permit Fees. In connection with the Project and subject to waivers authorized by City Council, the Developer shall be obligated to pay only those building, permit, engineering, tap on and inspection fees that are assessed on a uniform basis throughout the City of Chicago and are of general applicability to other property within the City of Chicago.

SECTION 4. FINANCING

4.01 Total Project Cost and Sources of Funds. The cost of the Project is estimated to be $11,508,669, to be applied in the manner set forth in the Project Budget. Such costs shall be funded from the following sources:

Equity (subject to Sections 4.03(b) and 4.06)	
Low-Income Housing Tax Credits	$ 1,963,669*
Deferred Developer Fee	$ 150,000
Lender Financing	
FHA Mortgage/Series 2011A Bonds	$ 2,470,000 (not to exceed $3,000,000)
Series 2011B Bonds	$ 3,225,000 (not to exceed $4,000,000)
City HOME Loan	$ 1,700,000**
Estimated City Funds (subject to Section 4.03)	
Initial Payments TIF	$ 2,000,000***
ESTIMATED TOTAL	$11,508,669

* The projected Equity from the low-income housing tax credits is $2,888,669 (estimate); of this amount, the Series 2011 Bonds will bridge receipt of $925,000; as a result, the Equity from Low-Income Housing Tax Credits is listed as $1,963,669.

** $1,700,000 at initial closing and $2,300,000 after initial closing for a total of $4,000,000

*** Irrevocably available for the Project.

4.02 Developer Funds. Equity and/or Lender Financing may be used to pay any Project cost, including but not limited to Redevelopment Project Costs.

4.03 City Funds.

(a) Uses of City Funds. City Funds may only be used to pay directly or reimburse the Developer for costs of TIF-Funded Improvements that constitute Redevelopment Project Costs. Exhibit C sets forth, by line item, the TIF-Funded Improvements for the Project, and the maximum amount of costs that may be paid by or reimbursed from City Funds for each line item therein (subject to Sections 4.03(b) and 4.05(d)), contingent upon receipt by the City of documentation satisfactory in form and substance to DHED evidencing such cost and its eligibility as a Redevelopment Project Cost.

(b) Sources of City Funds. Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03 and Section 5 hereof, the City hereby agrees to provide City funds from the sources and in the amounts described directly below (the "City Funds") to pay for or reimburse the Developer for the costs of the TIF-Funded Improvements:

(i) Initial Payment. The City will make an initial payment of (A) Two Million Dollars ($2,000,000) from Lawrence/Broadway Ported Funds, plus (B) up to an additional Five Hundred Thousand Dollars ($500,000) from fhe Wilson Yard TIF Fund, if available (collectively, the "Initial Payment"), to [VOP] on the Closing Date.

4.04 Construction Escrow; Requisitton Form. The City and the Developer hereby agree to enter into the Escrow Agreement. All disbursements of Project funds shall be made through the funding of draw requests with respect thereto pursuant to the Escrow Agreement and this Agreement. The City must receive copies of any draw requests and related documents submitted to the Titie Company for disbursements under the Escrow Agreement. Notwithstanding any other provision in this Agreement, in the event of a contiict between the provisions in this Agreement governing the disbursement of the City Funds and the provisions in the Escrow Agreement relating to the disbursement of the City Funds and the order of disbursement and conditions to disbursement of the City Funds and all other Lender Financing sources, the terms of the Escrow Agreement shall control.

At Closing, the Developer shall provide DHED with a Requisition Form, along with the documentation described therein. DHED shall retain the right to approve or reject any cost in the Project or in any Requisition Form as (i) a TIF-Funded Improvement or (ii) a part of the actual total Redevelopment Project Costs.

4.05 Treatment of Prior Expenditures and Subsequent Disbursements.

(a) Prior Expenditures. Only those expenditures made by the Developer with respect to the Project prior to the Closing Date, evidenced by documentation satisfactory to DHED and approved by DHED as satisfying costs covered in the Project Budget, shall be considered previously contributed Equity or Lender Financing hereunder (the "Prior Expenditures"). DHED shall have the right, in its sole discretion, to disallow any such expenditure as a Prior Expenditure. Exhibit J hereto sets forth the prior expenditures approved by DHED as of the date hereof as Prior Expenditures. Prior Expenditures made for items other than TIF-Funded Improvements shall not be reimbursed to fhe Developer, but shall reduce the amount of Equity and/or Lender Financing required to be contributed by the Developer pursuant to Section 4.01 hereof.

(b) Allocation Among Line Items. Disbursements for expenditures related to TIF-Funded Improvements may be allocated to and charged against the appropriate line only, with transfers of

costs and expenses from one line item to another, without the prior written consent of DHED, being prohibited; provided, however, that such transfers among line items, in an amount not to exceed **$50,000** or **$150,000** in the aggregate, may be made without the prior written consent of DHED.

4.06 Cost Overruns. If the aggregate cost of the TIF-Funded Improvements exceeds City Funds available pursuant to Section **4.03** hereof, or if the cost of completing the Project exceeds the Project Budget, the Developer shall be solely responsible for such excess cost, and shall hold the City harmless from any and all costs and expenses of completing the TIF-Funded Improvements in excess of City Funds and of completing the Project.

4.07 Conditional Grant. The City Funds being provided hereunder are being granted to Developer on a conditional basis, subject to the Developer's compliance with the provisions of this Agreement. The City Funds are subject to being reimbursed if the Property, or any portion thereof, ceases to be utilized as affordable rental housing as set forth in Section **8.19** hereof within **15** years following the date of the Certiticate. Upon fultillment of the requirements of Section **8.19** for **15** years following the date of the Certiticate, the grant of City Funds shall no longer be deemed to be conditional.

SECTION 5. CONDITIONS PRECEDENT

The following conditions have been complied with to the City's satisfaction on or prior to the Closing Date:

5.01 Project Budget. The Developer has submitted to DHED, and DHED has approved, a Project Budget in accordance with the provisions of Section **3.03** hereof.

5.02 Scope Drawings and Plans and Specifications. The Developer has submitted to DHED, and DHED has approved, the Scope Drawings and Plans and Specitications accordance with the provisions of Section **3.02** hereof.

5.03 Other Governmental Approvals. The Developer has secured all other necessary approvals and permits required by any state, federal, or local statute, ordinance or regulation and has submitted evidence thereof to DHED.

5.04 Financing. The Developer has furnished proof reasonably acceptable to the City that the Developer has Equity and Lender Financing in the amounts set forth in Section **4.01** hereof to complete the Project and satisfy its obligations under this Agreement. If a portion of such funds consists of Lender Financing, the Developer has furnished proof as of the Closing Date that the proceeds thereof are available to be drawn upon by the Developer as needed and are sufticient (along with other sources set forth in Section **4.01**) to complete the Project. Any liens against the Property in existence at the Closing Date have been subordinated to certain encumbrances of the City set forth herein pursuant to a Subordination Agreement, in a form acceptable to the City, executed on or prior to the Closing Date, which is to be recorded, at the expense of the Developer, with the Oftice of the Recorder of Deeds of Cook County.

5.05 Acquisition and Titie. On the Closing Date, the Developer has furnished the City with a copy of the Title Policy for the Property, certitied by the Titie Company, showing the Developer as the named insured. The Titie Policy is dated as of the Closing Date and contains only those titie exceptions listed as Permitted Liens on Exhibit **G** hereto and evidences the recording of this Agreement pursuant to the provisions of Section **8.18** hereof. The Titie Policy also contains such

endorsements as shall be required by Corporation Counsel, including but not limited to an owner's comprehensive endorsement and satisfactory endorsements regarding zoning (3.1 with parking), contiguity, location, access and sun/ey. The Developer has provided to DHED, on or prior to the Closing Date, documentation related to the purchase of the Property and certitied copies of all easements and encumbrances of record with respect to the Property not addressed, to DHED's satisfaction, by the Title Policy and any endorsements thereto.

5.06 Evidence of Clean Titie. The Developer, at its own expense, has provided the City with searches under the names of CHP, CCDC, VOP (and the following trade names of the Developer: [None]) as follows:

Secretary of State	UCC search
Secretary of State	Federal tax search
Cook County Recorder	UCC search
Cook County Recorder	Fixtures search
Cook County Recorder	Federal tax search
Cook County Recorder	State tax search
Cook County Recorder	Memoranda of judgments search
U.S. District Court	Pending suits and judgments
Clerk of Circuit Court, Cook County	Pending suits and judgments

showing no liens against the Developer, the Property or any tixtures now or hereafter affixed thereto, except for the Permitted Liens.

5.07 Surveys. The Developer has furnished the City with three (3) copies of the Survey.

5.08 Insurance. The Developer, at its own expense, has insured the Property in accordance with Section **12** hereof, and has delivered certiticates required pursuant fo Section **12** hereof evidencing the required coverages tb DHED.

5.09 Opinion of the Developer's Counsel. On the Closing Date, the Developer has furnished the City with an opinion of counsel, substantially in the form attached hereto as Exhibit **K**, with such changes as required by or acceptable to Corporation Counsel. If fhe Developer has engaged special counsel in connection with the Project, and such special counsel is unwilling or unable to give some of the opinions set forth in Exhibit **K** hereto, such opinions were obtained by the Developer from its general corporate counsel.

5.10 Evidence of Prior Expenditures. The Developer has provided evidence satisfactory to DHED in its sole discretion of the Prior Expenditures in accordance with the provisions of Sectton **4.05(a)** hereof.

5.11 Financial Statements. The Developer has provided Financial Statements to DHED for its most recent tiscal year, and audited or unaudited interim tinancial statements.

5.12 Documentation. The Developer has provided documentation to DHED, satisfactory in form and substance to DHED, with respect to current employment matters.

5.13 Environmental. The Developer has provided DHED with copies of that certain phase I environmental audit completed with respect to the Property and any phase II environmental audit

with respect to the Property required by the City. The Developer has provided the City with a letter from the environmental engineer(s) who completed such audit(s), authorizing the City to rely on such audits.

5.14 Organizational Documents; Economic Disclosure Statement. The Developer has provided a copy of its Articles of Incorporation or Certiticate of Limited Partnership containing the original certitication of the Secretary of State of its state of organization; certiticates of good standing from the Secretary of State of its state of organization and all other states in which the Developer is qualitied to do business; a secretary's certificate in such form and substance as the Corporation Counsel may require; by-laws of the corporation or Limited Partnership Agreement; and such other organizational documentation as the City has requested. The Developer has provided to the City an Economic Disclosure Statement, in the City's then current form, dated as of the Closing Date.

5.15 Litigation. The Developer has provided to Corporation Counsel and DHED, a description of all pending or threatened litigation or administrative proceedings involving the Developer, specifying, in each case, the amount of each claim, an estimate of probable liability, the amount of any reserves taken in connection therewith and whether (and to what extent) such potential liabiiity is covered by insurance.

SECTION 6. AGREEMENTS WITH CONTRACTORS

6.01 Bid Requirement for General Contractor and Subcontractors. Prior to entering into an agreement with a General Contractor or any subcontractor for construction of the Project, fhe Developer shall solicit, or shall cause the General Contractor to solicit, bids from qualitied contractors eligible to do business with the City of Chicago, and shall submit all bids received to DHED for its inspection and written approval. For the TIF-Funded Improvements, the Developer shall select the General Contractor (or shall cause the General Contractor to select the subcontractor) submitting the lowest responsible bid who can complete the Project in a timely manner. If the Developer selects a General Contractor (or the General Contractor selects any subcontractor) submitting other than the lowest responsible bid for the TIF-Funded Improvements, the difference between the lowest responsible bid and the bid selected may not be paid out of City Funds. The Developer shall submit copies of the Construction Contract fo DHED in accordance with Section **6.02** below. Photocopies of all subcontracts entered or to be entered into in connection with the TIF-Funded Improvements shall be provided to DHED within five (**5**) business days of the execution thereof. The Developer shall ensure that the General Contractor shall not (and shall cause fhe General Contractor to ensure that the subcontractors shall not) begin work on the Project until the Plans and Specitications have been approved by DHED and all requisite permits have been obtained.

6.02 Construction Contract. Prior to the execution thereof, the Developer shall deliver to DHED a copy of the proposed Construction Contract with the General Contractor selected to handle the Project in accordance with Section **6.01** above, for DHED's prior written approval, which shall be granted or denied within ten (**10**) business days after delivery thereof. Within ten (**10**) business days after execution of such contract by CHP, the General Contractor and any other parties thereto, the Developer shall deliver to DHED and Corporation Counsel a certitied copy of such contract together with any moditications, amendments or supplements thereto.

6.03 Performance and Payment Bonds. Prior to the commencement of any portion of the Project which includes work on the public way, the Developer shall require that the General Contractor shall cause to be issued a Performance-Payment Bond Dual Obligee HUD form, from a

surety acceptable to HUD and in the name of the Developer for the lump sum amount of the [HUD mortgage] and with _____, HUD and Government National Mortgage Association designated as the only dual obligees.

6.04 Employment Opportunity. The Developer shall contractually obligate and cause the General Contractor and each subcontractor to agree to the provisions of Section **10** hereof.

6.05 Other Provisions. In addition to the requirements of this Section **6**, the Construcfion Contract and each contract with any subcontractor shall contain provisions required pursuant to Section **3.04** (Change Orders), Section **8.08** (Prevailing Wage), Section **10.01(e)** (Employment Opportunity), Section **10.02** (City Resident Employment Requirement), Section **10.03** (MBE/WBE Requirements, as applicable), Section **12** (Insurance) and Section **14.01** (Books and Records) hereof. Photocopies of all contracts or subcontracts entered or to be entered into in connecfion with the TIF-Funded Improvements shall be provided to DHED within five (5) business days of the execution thereof.

SECTION 7. COMPLETION OF CONSTRUCTION OR REHABILITATION

7.01 Certificate of Completion of Construction or Rehabilitation.

(a) Upon completion of the rehabilitation of the Project in accordance with the terms of this Agreement, and after final disbursement from the Escrow, and upon the Developer's written request, DHED shall issue to the Developer a Certificate in recordable form certifying that the Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement.

(b) DHED shall respond to the Developer's written request for a Certificate within forty-five (45) days by issuing either a Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed, and the measures which must be taken by the Developer in order to obtain the Certificate. The Developer may resubmit a written request for a Certificate upon completion of such measures.

(c) Developer acknowledges that the City will not issue a Certificate unfil the following conditions have been met:

(i) the Project, including all of the TIF-Funded Improvements, has been substantially completed; and

(ii) All of the **30** rental units have been leased; and

(iii) Developer has provided DHED with evidence acceptable to DHED showing that Developer has complied with building permit requirements; and

(iv) the City's monitoring unit has determined in wrifing that the Developer is in complete compliance with all requirements of Secfions 8.09 and **10**.

7.02 Effect of Issuance of Certificate; Continuing Obligations. The Certificate relates only to the rehabilitafion of the Project, and upon its issuance, the City will certify that the terms of the Agreement specifically related to the Developer's obligafion to complete such activities have been safisfied. After the issuance of a Certificate, however, all executory terms and conditions of

this Agreement and all representations and covenants contained herein will confinue to remain in full force and effect throughout the Term of the Agreement as to the parties described in the following paragraph, and the issuance of the Certiticate shall not be construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms.

Those covenants specitically described at Sections **8.02, 8.18** and **8.19** as covenants that run with the land are the only covenants in this Agreement intended to be binding upon any transferee of the Property (including an assignee as described in the following sentence) throughout the Term of the Agreement notwithstanding the issuance of a Certiticate; provided, that upon the issuance of a Certiticate, the covenants set forth in Section **8.02** shall be deemed to have been fultilled. The other executory terms of this Agreement that remain after the issuance of a Certificate shall be binding only upon the Developer or a permitted assignee of the Developer who, pursuant to Section **18.15** of this Agreement, has contracted to take an assignment of the Developer's rights under this Agreement and assume the Developer's liabilifies hereunder.

7.03 Failure to Complete. If the Developer fails to complete the Project in accordance with the terms of this Agreement, then the City has, but shall not be limited to, any of the following rights and remedies:

(a) the right to terminate this Agreemenf and cease all disbursement of City Funds not yet disbursed pursuant hereto;

(b) the right (but not the obligation) to complete those TIF-Funded Improvements that are public improvements and to pay for the costs of TIF-Funded Improvements (including interest costs) out of City Funds or other City monies. In the event that the aggregate cost of completing the TIF-Funded Improvements exceeds the amount of City Funds available pursuant to Section **4.01**, the Developer shall reimburse the Cify for all reasonable costs and expenses incurred by the City in completing such TIF-Funded Improvements in excess of the available City Funds; and

(c) the right to seek reimbursement of the City Funds from the Developer, provided that the City is enfitied to rely on an opinion of counsel that such reimbursement will not jeopardize the tax-exempt status of the TIF Bonds.

7.04 Notice of Expiration of Term of Agreement: Upon the expiration of the Term of the Agreement, DHED shall provide the Developer, at the Developer's written request, with a written notice in recordable form stating that the Term of the Agreement has expired.

SECTION 8. COVENANTS/REPRESENTATIONS/WARRANTIES OF THE DEVELOPER.

8.01 General. The Developer represents, warrants and covenants, as of the date of this Agreement and as of the date of each disbursement of City Funds hereunder, that:

(a) CHP is an Illinois limited partnership, duly organized, validly existing, qualitied to do business in Illinois, and licensed to do business in any other state where, due to the nature of its activities or properties, such qualitication or license is required;

(b) CCDC is an Illinois corporation and managing general partner of CHP, duly organized, validly existing, qualitied to do business in Illinois, and licensed to do business in any other state where, due to the nature of its activities or properties, such qualitication or license is required;

(c) VOP is an Illinois not-for-protit corporation and member of Hazel Winthrop NFP, an Illinois not-for-profit corporation that is a co-general partner of CHP, duly organized, validly existing, qualitied to do business in Illinois, and licensed to do business in any other state where, due to the nature of its activities or properties, such qualitication or license is required;

(d) each of CHP, CCDC and VOP has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(e) the execution, delivery and performance by the Developer of this Agreement has been duly authorized by all necessary action, and does not and will not violate (as applicable) its Articles of Incorporation, Articles of Organization, by-laws, operating agreement or partnership agreement as amended and supplemented, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which the Developer is now a party or by which the Developer is now or may become bound;

(f) unless otherwise permitted or not prohibited pursuant to or under the terms of this Agreement, the Developer shall acquire and shall maintain good, indefeasible and merchantable fee simple titie to the Property (and all improvements thereon) free and clear of all liens (except for the Permitted Liens, Lender Financing as disclosed in the Project Budget and non-governmental charges that the Developer is contesting in good faith pursuant to Section **8.15** hereof);

(g) the Developer is now and for the Term of the Agreement shall remain solvent and able to pay its debts as they mature;

(h) there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the Developer which would impair its ability fo perform under this Agreement;

(i) the Developer has and shall maintain all government permits, certiticates and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to construct, complete and operate the Project;

(j) the Developer is not in default with respect fo any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to fhe borrowing of money to which the Developer is a party or by which the Developer is bound;

(k) the Financial Statements are, and when hereafter required fo be submitted will be, complete, correct in all material respects and accurately present the assets, liabilities, results of operations and tinancial condition of the Developer, and there has been no material adverse change in the assets, liabilities, results of operations or tinancial condition of the Developer since the date of the Developer's most recent Financial Statements;

(l) prior to the issuance of a Certiticate, the Developer shall not do any of the following without the prior written consent of DHED: (1) be a party to any merger, liquidation or consolidation; (2) sell, transfer, convey, lease or othenwise dispose of all or substantially all of its assets or any portion of the Property (including but not limited to any tixtures or equipment now or hereafter attached thereto) except in the ordinary course of business; (3) enter into any transaction outside the ordinary course of the Developer's business; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity; or (**5**) enter into any transaction that would cause a material and detrimental change to the Developer's tinancial condition;

(m) the Developer has not incurred, and, prior to the issuance of a Certiticate, shall not, without the prior written consent of the Commissioner of DHED, allow the existence of any liens against the Property (or improvements thereon) other than the Pemitted Liens; or incur any indebtedness, secured or to be secured by the Property (or improvements thereon) or any tixtures now or hereafter attached thereto, except Lender Financing disclosed in the Project Budget;

(n) has not made or caused to be made, directiy or indirectiy, any payment, gratuity or offer of employment in connection with the Agreement or any contract paid from the City treasury or pursuant to City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into the Agreement or any City Contract with the Developer in violation of Chapter 2-156-120 of the Municipal Code of the City; and

(o) neither the Developer nor any aftiliate of the Developer is listed on any of the following lists maintained by the Oftice of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unveritied List, the Entity List and the Debarred List. For purposes of this subparagraph (m) only, the term "aftiliate,"when used to indicate a relationship with a specitied person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specitied person or entity, and a person or entify shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directiy or indirectly and whether through share ownership, a trust, a contract or othenwise.

8.02 Covenant to Redevelop. Upon DHED's approval of the Project Budget, the Scope Drawings and Plans and Specitications as provided in Sections **3.02** and **3.03** hereof, and the Developer's receipt of all required building permits and governmental approvals, the Developer shall redevelop the Property in accordance with this Agreement and all Exhibits attached hereto, the TIF Ordinances, the Scope Drawings, Plans and Specitications, Project Budget and all amendments thereto, and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project, the Property and/or the Developer. The covenants set forth in this Section shall run with fhe land and be binding upon any transferee, but shall be deemed satisfied upon issuance by the City of a Certiticate with respect thereto.

8.03 Redevelopment Plan. The Developer represents that the Project is and shall be in compliance with all of the terms of the Redevelopment Plan.

8.04 Use of City Funds. City Funds disbursed to the Developer shall be used by the Developer solely to pay for (or to reimburse the Developer for its payment for) fhe TIF-Funded Improvements as provided in this Agreement.

8.05 Other Bonds. The Developer shall, at the request of the City, agree to any reasonable amendments fo this Agreement that are necessary or desirable in order for the City to issue (in its sole discretion) any bonds in connection with fhe Redevelopment Area, the proceeds of which may be used fo reimburse the City for expenditures made in connection with, or provide a source of funds for the payment for, the TIF-Funded Improvements (the "Bonds"); provided, however, that any

such amendments shall not have a material adverse effect on the Developer or the Project. The Developer shall, at the Developer's expense, cooperate and provide reasonable assistance in connection with the marketing of any such Bonds, including but not limited to providing written descriptions of the Project, making representations, providing information regarding its tinancial condition and assisting the City in preparing an offering statement with respect thereto.

8.06 Employment Opportunity; Progress Reports. The Developer covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor and each subcontractor to abide by the terms set forth in Section 10 hereof. The Developer shall deliver to the City written progress reports detailing compliance with the requirements of Sections 8.08, 10.02 and 10,03 of this Agreement. Such reports shall be delivered to the City quarterly during the Term. If any such reports indicate a shortfall in compliance, the Developer shall also deliver a plan to DHED which shall outiine, to DHED's satisfaction, the manner in which the Developer shall correct any shortfall.

8.07 Employment Profile. The Developer shall submit, and contractually obligate and cause the General Contractor or any subcontractor to submit, to DHED, from time fo time, statements of its employment protile upon DHED's request.

8.08 Prevailing Wage. On account of HUD's senior loan to Developer, the Project is subject to the requirements of the Davis-Bacon Act, 40 U.S.C. Section 276a et seq. Accordingly, pursuant to 820 ILCS 130/11, Section 11 of the Illinois Prevailing Wage Act (820 ILCS 130/0/01 et seq.), the requirements of Illinois Prevailing Wage Act shall not apply to the Project.

8.09 Arms-Length Transactions. Unless DHED has given its prior written consent with respect thereto, no Affiliate of the Developer may receive any portion of City Funds, directly or indirectiy, in payment for work done, services provided or materials supplied in connection with any TIF-Funded Improvement. The Developer shall provide information with respect to any entity to receive City Funds direcfly or indirectly (whether through payment to the Aftiliate by the Developer and reimbursement to the Developer for such costs using City Funds, or otherwise), upon DHED's request, prior tb any such disbursement.

8.10 Contiict of Interest. Pursuant to Section 5/11-74.4-4(n) of the Act, the Developer represents, warrants and covenants that, to the best of its knowledge, no member, ofticial, or employee of the City, or of any commission or committee exercising authority over fhe Project, the Redevelopment Area or the Redevelopment Plan, or any consultant hired by the City or the Developer with respect thereto, owns or controls, has owned or controlled or will own or control any interest, and no such person shall represent any person, as agent or othenwise, who owns or controls, has owned or controlled, or will own or control any interest, direct or indirect, in the Developer's business, the Property or any other property in the Redevelopment Area.

8.11 Disclosure of Interest. The Developer's counsel has no direct or indirect tinancial ownership interest in the Developer, the Property or any other aspect of the Project.

8.12 Financial Statements. The Developer shall obtain and provide to DHED Financial Statements for the Developer's tiscal year ended December 31, 2005 and each year thereafter for the Term of the Agreement. In addition, the Developer shall submit unaudited tinancial statements as soon as reasonably practical following the close of each fiscal year and for such other periods as DHED may request.

8.13 Insurance. The Developer, at its own expense, shall comply with all provisions of Section 12 hereof.

8.14 Non-Governmental Charges. (a) Payment of Non-Governmental Charges. Except for the Permitted Liens, the Developer agrees to pay or cause tp be paid when due any Non-Governmental Charge assessed or imposed upon the Project, the Property or any tixtures that are or may become attached thereto, which creates, may create, or appears to create a lien upon all or any portion of the Property or Project; provided however, that if such Non-Governmental Charge may be paid in installments, the Developer may pay the same together with any accrued interest thereon in installments as they become due and before any tine, penalty, interest, or cost may be added thereto for nonpayment. The Developer shall furnish to DHED, wiihin thirty (30) days of DHED's request, ofticial receipts from the appropriate entity, or other proof satisfactory to DHED, evidencing payment of the Non-Governmental Charge in question.

(b) Right to Contest. The Developer has the right, before any delinquency occurs:

(i) to contest or object in good faith to the amount or validity of any Non-Governmental Charge by appropriate legal proceedings properly and diligentiy instituted and prosecuted, in such manner as shall stay the collection of the contested Non-Governmental Charge, prevent the imposition of a lien or remove such lien, or prevent the sale or forfeiture of the Property (so long as no such contest or objection shall be deemed or construed to relieve, modify or extend the Developer's covenants to pay any such Non-Governmental Charge at the time and in the manner provided in this Section 8.14); or

(ii) at DHED's sole option, to furnish a good and sufticient bond or other security satisfactory to DHED in such form and amounts as DHED shall require, or a good and sufticient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property or any portion thereof or any tixtures that are or may be attached thereto, during the pendency of such contest, adequate to pay fully any such contested Non-Governmental Charge and all interest and penalties upon fhe adverse determination of such contest.

8.15 Developer's Liabilities. The Developer shall nof enter into any transaction that would materially and adversely affect its ability to perform its obligations hereunder or to repay any material liabilities or perform any material obligations of the Developer to any other person or entity. The Developer shall immediately notify DHED of any and all events or actions which may materially affect the Developer's ability to carry on its business operations or perform its obligations under this Agreement or any other documents and agreements.

8.16 Compliance with Laws. To the best of the Developer's knowledge, after diligent inquiry, the Property and the Project are and shall be in compliance with all applicable federal, state and local laws, statufes, ordinances, mles, regulations, executive orders and codes pertaining to or affecting the Project and the Property. Upon the City's request, the Developer shall provide evidence satisfactory to the City of such compliance.

8.17 Recording and Filing. The Developer shall cause this Agreement, certain exhibits (as specitied by Corporation Counsel), all amendments and supplements hereto to be recorded and tiled against the Property on the date hereof in the conveyance and real property records of the county in which the Project is located. This Agreement shall be recorded prior to any mortgage made in connection with Lender Financing. The Developer shall pay all fees and charges incurred

in connection with any such recording. Upon recording, the Developer shall immediately transmit to the City an executed original of this Agreement showing the date and recording number of record.

8.18 Real Estate Provisions.

(a) Governmental Charges.

(i) Payment of Governmental Charges. The Developer agrees to pay or cause to be paid when due all Governmental Charges (as detined below) which are assessed or imposed upon the Developer, the Property or the Project, or become due and payable, and which create, may create, a lien upon the Developer or all or any portion of the Property or the Project. "Governmental Charge" shall mean all federal, State, county, the City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances (except for those assessed by foreign nations, states other than the State of Illinois, counties of the State other than Cook County, and municipalities other than the City) relating to the Developer, the Property or the Project including but not limited to real estate taxes.

(ii) Right fo Contest. The Developer has the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal proceedings properiy and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of fhe Property. No such contest or objection shall be deemed or construed in any way as relieving, modifying or extending the Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless the Developer has given prior written notice to DHED of the Developer's intent to contest or object to a Governmental Charge and, unless, at DHED's sole option,

(i) the Developer shall demonstrate to DHED's satisfaction that legal proceedings instituted by the Developer contesting or objecting to a Governmental Charge shall conclusively operate to prevent or remove a lien against, or the sale or forfeiture of, all or any part of the Property to satisfy such Governmental Charge prior to tinal determination of such proceedings; and/or

(ii) the Developer shall furnish a good and sufticient bond or other security satisfactory to DHED in such form and amounts as DHED shall require, or a good and sufticient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property during the pendency of such contest, adequate to pay fully any such contested Governmental Charge and all interest and penalties upon the adverse determination of such contest.

(b) Developer's Failure To Pay Or Discharge Lien. If the Developer fails fo pay any Governmental Charge or to obtain discharge of the same, the Developer shall advise DHED thereof in writing, at which time DHED may, but shall not be obligated fo, and without waiving or releasing any obligation or liability of the Developer under this Agreement, in DHED's sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which DHED deems advisable. All sums so paid by DHED, if any, and any expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be promptiy disbursed to DHED by the Developer. Notwithstanding anything contained herein to the contrary, this paragraph shall not be construed to obligate the City to pay any such Governmental

Charge. Additionally, if the Developer fails to pay any Governmental Charge, fhe City, in its sole discretion, may require the Developer to submit to the City audited Financial Statements at the Developer's own expense.

(c) Real Estate Taxes.

(i) Acknowledgment of Real Estate Taxes. The Developer agrees that (A) for the purpose of this Agreement, the total projected minimum assessed value of the Property ("Minimum Assessed Value") is shown on Exhibit L attached hereto and incorporated herein by reference for the years noted on Exhibit L; and (B) the real estate taxes anticipated to be generated and derived from the respective portions of the Property and the Project for the years shown are fairiy and accurately indicated in Exhibit L.

(ii) Real Estate Tax Exemption. With respect to the Property or the Project, neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the Developer shall, during the Term of this Agreement, seek, or authorize any exemption (as such term is used and detined in the Illinois Constitution, Article IX, Section 6 (1970)) for any year that the Redevelopment Plan is in effect, provided, however, nothing contained in this provision shall preclude Developer from applying for and receiving abatements of real estate taxes for the Project, subject to the restrictions of clause (iii) below.

(iii) No Reduction in Real Estate Taxes. Neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to fhe Developer shall, during fhe Term of this Agreement, directiy or indirectly, initiate, seek or apply for proceedings in order to lower the assessed value of all or any portion of the Property or the Project below the amount of the Minimum Assessed Value as shown in Exhibit L for the applicable year.

(iv) No Objections. Neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the Developer, shall object to or in any way seek to interfere with, on procedural or any other grounds, the tiling of any Underassessment Complaint or subsequent proceedings related thereto with the Cook County Assessor or with the Cook County Board of Appeals, by either the City or any taxpayer. The term "Underassessment Complaint" as used in this Agreement shall mean any complaint seeking to increase the assessed value of the Property up to (but not aboye) the Minimum Assessed Value as shown in Exhibit L.

(v) Covenants Running with the Land. The parties agree that the restrictions contained in this Section **8.18(c)** are covenants running with the land and this Agreement shall be recorded by the Developer as a memorandum thereof, at the Developer's expense, with the Cook County Recorder of Deeds on the Closing Date. These restrictions shall be binding upon the Developer and its agents, representatives, lessees, successors, assigns and transferees from and after the date hereof, provided however, that the covenants shall be released when the Redevelopment Area is no longer in effect. The Developer agrees that any sale, lease, conveyance, or transfer of titie to all or any portion of the Property or Redevelopment Area from and after the date hereof shall be made explicitly subject to such covenants and restrictions. Notwithstanding anything contained in this Section **8.18(c)** to the contrary, the City, in its sole discretion and by its sole action, without the joinder or

concurrence of the Developer, its successors or assigns, may waive and terminate the Developer's covenants and agreements set forth in this Section 8.18(c).

8.19 Affordable Housing Covenant. The Developer agrees and covenants to the Cify that at all times during the Term of the Agreement, the Developer shall comply with the following affordable housing covenants:

(a) The Facility shall be operated and maintained solely as residential rental housing;

(b) All of the units in the Facility shall be available for occupancy to and be occupied solely by one or more persons qualifying as Low Income Families (as detined below) upon initial occupancy; and

(c) All of the units in the Facility has monthly rents not in excess of thirty percent (30%) of the maximum allowable income for a Low Income Family (with the applicable Family size for such units determined in accordance with the rules specitied in Section 42(g)(2) of the Internal Revenue Code of 1986, as amended); provided, however, that for any unit occupied by a Family (as detined below) that no longer qualities as a Low Income Family due to an increase in such Family's income since the date of its initial occupancy of such unit, the maximum monthly rent for such unit shall not exceed thirty percent (30%) of such Family's monthly income.

(d) As used in this Section 8.19, the following terms have the following meanings:

(i) "Family" shall mean one or more individuals, whether or not related by blood or marriage; and

(ii) "Low Income Families" shall mean Families whose annual income does not exceed sixty percent (60%) of the Chicago-area median income, adjusted for Family size, as such annual income and Chicago-area median income are determined from time to time by the United States Department of Housing and Urban Development, and thereafter such income limits shall apply to this detinition.

(e) The covenants set forth in this Section 8.19 shall run with the land and be binding upon any transferee.

(f) The City and the Developer may enter into a separate agreement to implement the provisions of this Section 8.19.

8.20 Annual Compliance Report. Beginning with the issuance of the Certiticate and continuing throughout the Term of the Agreement, the Developer shall submit to DHED the Annual Compliance Report within 30 days after the end of the calendar year to which the Annual Compliance Report relates.

8.21 Survival of Covenants. All warranties, representations, covenants and agreements of the Developer contained in this Section 8 and elsewhere in this Agreemenf shall be true, accurate and complete at the time of the Developer's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and (except as provided in Section 7 hereof upon the issuance of a Certiticate) shall be in effect throughout the Term of the Agreement.

SECTION 9. COVENANTS/REPRESENTATIONS/WARRANTIES OF CITY

9.01 General Covenants. The City represents that it has the authority as a home rule unit of local government to execute and deliver this Agreement and to perform its obligations hereunder.

9.02 Survival of Covenants. All warranties, representations, and covenants of the City contained in this Section 9 or elsewhere in this Agreement shall be true, accurate, and complete at the time of the City's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and be in effect throughout the Term of the Agreement.

SECTION 10. DEVELOPER'S EMPLOYMENT OBLIGATIONS

10.01 Employment Opportunity. The Developer, on behalf of itself and its successors and assigns, hereby agrees, and shall contractually obligate its or their various contractors, subcontractors or any Affiliate of the Developer operating on the Property (collectively, with the Developer, the "Employers" and individually an "Employer") to agree, that for the Term of this Agreement with respect to Developer and during the period of any other party's provision of services in connection with the construction of the Project or occupation of the Property:

(a) No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as detined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq., Municipal Code, except as otherwise provided by said ordinance and as amended from time to time (the "Human Rights Ordinance"). Each Employer shall take aftirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all gualitied applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

(b) To the greatest extent feasible, each Employer is required to present opportunities for training and employment of low- and moderate-income residents of the City and preferably of the Redevelopment Area; and to provide that contracts for work in connection with the construction of the Project be awarded to business concerns that are located in, or owned in substantial part by persons residing in, the City and preferably in the Redevelopment Area.

(c) Each Employer shall comply with all federal, state and local equal employment and aftirmative action statutes, rules and regulations, including but not limited to the City's Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seg. (1993), and any subseguent amendments and regulations promulgated thereto.

(d) Each Employer, in order to demonstrate compliance with the terms of this Secfion, shall cooperate with and promptiy and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulafions of federal, state and municipal agencies.

(e) Each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every contract entered into in connection with the Project, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any Affiliate operafing on the Property, so that each such provision shall be binding upon each contractor, subcontractor or Affiliate, as the case may be.

(f) Failure to comply with the employment obligafions described in this Sectton **10.01** shall be a basis for the City to pursue remedies under the provisions of Section **15.02** hereof.

10.02 City Resident Constructton Worker Employment Requirement. The Developer agrees for itself and its successors and assigns, and shall contractually obligate its General Contractor and shall cause the General Contractor to contractually obligate its subcontractors, as applicable, to agree, that during the construcfion of the Project they shall comply with the minimum percentage of total worker hours performed by actual residents of the City as specitied in Section 2-92-330 of the Municipal Code of Chicago (at least **50** percent of the total worker hours worked by persons on the site of the Project shall be performed by actual residents of the City); provided, however, that in addition to complying with this percentage, the Developer, its General Contractor and each subcontractor shall be required to make good faith efforts to utilize qualified residents of fhe City in both unskilled and skilled labor posifions.

The Developer may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the Chief Procurement Officer of the City.

"Actual residents of the City" shall mean persons domiciled within the City. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

The Developer, the General Contractor and each subcontractor shall provide for the maintenance of adequate employee residency records to show that actual Chicago residents are employed on the Project. Each Employer shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of DHED in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first fime that an employee's name appears on a payroll, the date that the Employer hired the employee should be written in after the employee's name.

The Developer, the General Contractor and each subcontractor shall provide full access to their employment records to the Chief Procurement Officer, the Commissioner of DHED, the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representafive of any of them. The Developer, the General Contractor and each subcontractor shall maintain all relevant personnel data and records for a period of at least three (3) years after final acceptance of the work constituting the Project.

At the direction of DHED, aftidavits and other supporting documentation will be required of the Developer, the General Contractor and each subcontractor to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of the Developer, the General Contractor and each subcontractor to provide utilization of actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Chief Procurement Officer) shall not suftice to replace the actual, veritied achievement of the requirements of this Section concerning the worker hours performed by actual Chicago residents.

When work at the Project is completed, in the event that the City has determined that the Developer has failed to ensure the fultillment of the requirement of this Section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benetit of demonstrable employment to Chicagoans to the degree stipulated in this Section. Therefore, in such a case of non-compliance, it is agreed that 1/20 of 1 percent (0.0005) of the aggregate hard construction costs set forth in the Project budget (the product of .0005 x such aggregate hard construction costs) (as the same shall be evidenced by approved contract value for the actual contracts) shall be surrendered by the Developer to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsitication of statements and the certitication of payroll data may subject the Developer, the General Contractor and/or the subcontractors to prosecution. Any retainage to cover contract performance that may become due to the Developer pursuant to Section 2-92-250 of the Municipal Code of Chicago may be withheld by the City pending the Chief Procurement Officer's determination as to whether the Developer must surrender damages as provided in this paragraph.

Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this Agreement or related documents.

The Developer shall cause or require the provisions of this Section 10.02 to be included in all construction contracts and subcontracts related to the Project.

10.03. MBE/WBE Commitment. The Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the General Contractor to agree that during the Project:

(a) Consistent with the tindings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code of Chicago (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code of Chicago (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualitied by, the provisions of this Section 10.03, during the course of the Project, at least the following percentages of the MBE/WBE Budget shall be expended for contract participation by MBEs and by WBEs:

(1) At least 24 percent by MBEs.
(2) At least four percent by WBEs.

(b) For purposes of this Section 10.03 only, the Developer (and any party to whom a contract is let by the Developer in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by the Developer in connection with the Project) shall be deemed a "contract" or a "construction contract" as such terms are detined in Sections 2-92-420 and 2-92-670, Municipal Code of Chicago, as applicable.

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, the Developer's MBE/WBE commitment may be achieved in part by the Developer's status as an MBE or WBE (but only fo the extent of any actual work performed on the Project by the Developer) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture or (ii) the amount of any actual work performed on the Project by the MBE or WBE), by the Developer utilizing a MBE or a WBE as the General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more MBEs or WBEs, or by fhe purchase of materials or services used in the Project from one or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE commitment as described in this Section 10.03. In accordance with Section 2-92-730, Municipal Code of Chicago, the Developer shall not substitute any MBE or WBE General Contractor or subcontractor without the prior written approval of DHED.

(d) The Developer shall deliver quarteriy reports to the City's monitoring staff during the Project describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports shall include, inter alia, the name and business address of each MBE and WBE solicited by the Developer or the General Contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in determining the Developer's compliance with this MBE/WBE commitment. The Developer shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the Project for at least tive years after completion of the Project, and the City's monitoring staff shall have access to all such records maintained by the Developer, on tive Business Days' notice, to allow the City to review the Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Project.

(e) Upon the disqualitication of any MBE or WBE General Contractor or subcontractor, if such status was misrepresented by the disqualitied party, the Developer shall be obligated to discharge or cause to be discharged the disqualitied General Contractor or subcontractor, and, if possible, identify and engage a qualitied MBE or WBE as a replacement. For purposes of this subsection (e), the disqualitication procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code of Chicago, as applicable.

(f) Any reduction or waiver of the Developer's MBE/WBE commitment as described in this Section 10.03 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.

(g) Prior to the commencement of the Project, the Developer shall be required to meet with the City's monitoring staff with regard to the Developer's compliance with its obligations under this Section 10.03. The General Contractor and all major subcontractors shall be required to attend this pre-construction meeting. During said meeting, the Developer shall demonstrate to the City's monitoring staff its plan to achieve its obligations under this Section 10.03, the sutticiency of which shall be approved by the City's monitoring staff. During the Projecf, the Developer shall submit the documentation required by this Section 10.03 to the City's monitoring staff, including the following: (i) subcontractor's activity report; (ii) contractor's certitication conceming labor standards and prevailing wage requirements; (iii) contractor letter of understanding; (iv) monthly utillzation report; (v) authorization for payroll agent; (vi) certitied payroll; (vii) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (viii) evidence of compliance with job creation/job retention requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, thaf the Developer is not complying with its obligations under this Section 10.03, shall, upon the delivery of written notice to the Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to the Developer to halt the Project, (2) withhold any further payment of any City Funds to the Developer or the General Contractor, or (3) seek any other remedies against the Developer available at law or in equity.

SECTION 11. ENVIRONMENTAL MATTERS

The Developer hereby represents and warrants to the City that the Developer has conducted environmental studies sufticient to conclude that the Project may be constructed, completed and operated in accordance with all Environmental Laws and this Agreement and all Exhibits attached hereto, the Scope Drawings, Plans and Specitications and all amendments thereto, [the Bond Ordinance] and the Redevelopment Plan.

Without limiting any other provisions hereof, the Developer agrees to indemnity, defend and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against fhe City as a direct or indirect result of any of the following, regardless of whether or not caused by, or within the control of the Developer: (i) the presence of any Hazardous Material on or under, or the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Material from (A) all or any portion of the Property or (B) any other real property in which the Developer, or any person directiy or indirectiy controlling, controlled by or under common control with the Developer, holds any estate or interest whatsoever (including, without limitation, any property owned by a land trust in which the beneticial interest is owned, in whole or in part, by the Developer), or (ii) any liens against the Property permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligation of the City or the Developer or any of its Aftiliates under any Environmental Laws relating to the Property.

SECTION 12. INSURANCE

The Developer shall procure and maintain, or cause to be maintained, at its sole cost and expense, at all times throughout the Term of the Agreement, and until each and every obligation of the Developer contained in the Agreement has been fully performed, the types of insurance specitied below, with insurance companies authorized to do business in fhe State of Illinois covering all operations under this Agreement, whether performed by the Developer, any contractor or

subcontractor:

(a) Prior to Execution and Delivery of this Agreement: At least 10 business days prior to the execution of this Agreement, the Developer shall procure and maintain the following kinds and amounts of insurance:

(i) Workers' Compensation and Occupational Disease Insurance

Workers' Compensation and Occupational Disease Insurance, in statutory amounts, covering all employees who are to provide a service under this Agreement. Employer's liability coverage with limits of not less than $100,000.00 for each accident or illness shall be included.

(ii) Commercial Liability Insurance (Primary and Umbrella)

Commercial Liability Insurance or equivalent with limits of not less than $1,000,000.00 per occurrence, combined single limit, for bodily injury, personal injury and property damage liability. Products/completed operations, independent contractors, broad form property damage and contractual liability coverages are to be included.

(b) Construction: Prior to the construction of any portion of the Project, the Developer shall procure and maintain, or cause to be maintained, the following kinds and amounts of insurance:

(i) Workers' Compensation and Occupational Disease Insurance

Workers' Compensation and Occupational Disease Insurance, in statutory amounts, covering all employees who are to provide a service under or in connection with this Agreement. Employer's liability coverage with limits of not less than $100,000.00 for each accident or illness shall be included.

(ii) Commercial Liability Insurance (Primary and Umbrella)

Commercial Liability Insurance or equivalent with limits of not less than $2,000,000.00 per occurrence, combined single limit, for bodily injury, personal injury and property damage liability. Products/completed operations, explosion, collapse, underground, independent contractors, broad form property damage and contractual liability coverages are to be included.

(iii) Automobile Liability Insurance

When any motor vehicles are used in connection with work to be performed in connection with this Agreement, the Developer shall provide Automobile Liability Insurance with limits of not less than $1,000,000.00 per occurrence combined single limit, for bodily injury and property damage.

(iv) All Risk Builders Risk Insurance

When fhe Developer, any contractor or subcontractor undertakes any construction, including improvements, betterments, and/or repairs, Developer, such contractor or subcontractor shall provide All Risk Blanket Builder's Risk Insurance to cover the materials, equipment, machinery and tixtures that are or will be part of the permanent facilities. Coverage extensions shall include boiler and machinery, and tiood.

(v) Professional Liability

When any architects, engineers or consulting tirms perform work in connection with this Agreement, Professional Liability insurance shall be maintained with limits of $1,000,000.00. The policy shall have an extended reporting period of two years. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Project.

(c) Other Provisions

Upon DHED's request, the Developer shall provide DHED with copies of insurance policies or certiticates evidencing the coverage specitied above. If the Developer fails to obtain or maintain any of the insurance policies required under this Agreement or to pay any insurance policies required under this Agreement, or to pay any premium in whole or in part when due, the City may (without waiving or releasing any obligation or Event of Defaulf by the Developer hereunder) obtain and maintain such insurance policies and take any other action which the City deems advisable to protect its interest in the Property and/or the Project. All sums so disbursed by the City including reasonable attorneys' fees, court costs and expenses, shall be reimbursed by the Developer upon demand by the City.

The Developer agrees, and shall cause each contractor and subcontractor to agree, that any insurance coverages and limits furnished by the Developer and such contractors or subcontractors shall in no way limit the Developer's liabilities and responsibilities specitied under this Agreement or any related documents or by law, or such contractor's or subcontractor's liabilities and responsibilities specitied under any related documents or by law. The Developer shall require all contractors and subcontractors to carry the insurance required herein, or the Developer may provide the coverage for any or all contractors and subcontractors, and if so, the evidence of insurance submitted shall so stipulate.

The Developer agrees, and shall cause its insurers and the insurers of each contractor and subcontractor engaged after the date hereof in connection with the Project to agree, that all such insurers shall waive their rights of subrogation against the City.

The Developer shall comply with any additional insurance requirements that are stipulated by the Interstate Commerce Commission's Regulations, Titie 49 of the Code of Federal Regulations, Department of Transportation; Titie 40 of the Code of Federal Regulations, Protection of the Environment and any other federal, state or local regulations concerning the removal and transport of Hazardous Materials.

The City maintains the right to modify, delete, alter or change the provisions of this **Section 12** and so long as such action does not, without the Developer's prior written consent, increase the requirements set forth in this **Section 12** beyond that which is reasonably customary at such time.

SECTION 13. INDEMNIFICATION

13.01 General Indemnity. Developer agrees to indemnify, pay, defend and hold the City, and its elected and appointed ofticials, employees, agents and aftiliates (individually an "Indemnitee," and collectively the "Indemnitees") harmless from and against; any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (and including without limitation, the reasonable fees and disbursements of counsel for such Indemnitees in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnities shall be designated a party thereto), that may be imposed on, suffered, incurred by or asserted against the Indemnitees in any manner relating or arising out of:

(i) the Developer's failure to comply with any of the terms, covenants and conditions contained within this Agreement; or

(ii) the Developer's or any contractor's failure to pay General Contractors, subcontractors or materialmen in connection with the TIF-Funded Improvements or any other Project improvement; or

(iii) the existence of any material misrepresentation or omission in this Agreement, any offering memorandum or information statement or the Redevelopment Plan or any other document related to this Agreement that is the result of information supplied or omitted by the Developer or any Aftiliate Developer or any agents, employees, contractors or persons acting under the control or at the request of the Developer or any Aftiliate of Developer; or

(iv) the Developer's failure to cure any misrepresentation in this Agreement or any other agreement relating hereto;

provided, however, that Developer shall have no obligation to an Indemnitee arising from the wanton or willful misconduct of that Indemnitee. To the extent that the preceding sentence may be unenforceable because if is violative of any law or public policy, Developer shall contribute fhe maximum portion that it is permitted to pay and satisfy under the applicable law, to the payment and satisfaction of all indemnified liabilities incurred by the Indemnitees or any of them. The provisions of the undertakings and indemnitication set out in this **Section 13.01** shall survive the termination of this Agreement.

SECTION 14. MAINTAINING RECORDS/RIGHT TO INSPECT

14.01 Books and Records. The Developer shall keep and maintain separate, complete, accurate and detailed books and records necessary to retiect and fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto, and to monitor the Project. All such books, records and other documents, including but not limited to the Developer's loan statements, if any, General Contractors' and contractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, shall be available at the Developer's oftices for inspection, copying, audit and examination by an authorized representative of the City, at the Developer's expense. The Developer shall incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered info by the Developer with respect to the Project.

14.02 Inspection Rights. Upon three (3) business days' notice, any authorized representative of the City has access to all portions of the Project and the Property during normal business hours for the Term of the Agreement.

SECTION 15. DEFAULT AND REMEDIES

15.01 Events of Default. The occurrence of any one or more of the following events, subject to fhe provisions of Section 15.03, shall constitute an "Event of Default" by the Developer hereunder:

(a) the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under this Agreement or any of the Series 2011 Bond Documents;

(b) the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under any other agreement with any person or entity if such failure may have a material adverse effect on the Developer's business, property, assets, operations or condition, tinancial or othenvise;

(c) the making or furnishing by the Developer to the City of any representation, warranty, certiticate, schedule, report or other communication within or in connection with this Agreement or any of the Series 2011 Bond Documents which is untrue or misleading in any material respect;

(d) except as othenvise permitted hereunder, fhe creation (whether voluntary or involuntary) of; or any attempt to create, any lien or other encumbrance upon the Property, including any tixtures now or hereafter attached thereto, other than the Permitted Liens, or the making or any attempt to make any levy, seizure or attachment thereof;

(e) the commencement of any proceedings in bankruptcy by or against the Developer or for the liquidation or reorganization of the Developer, or alleging that the Developer is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of the Developer's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving the Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

(f) the appointment of a receiver or trustee for the Developer, for any substantial part of the Developer's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of the Developer; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within sixty (60) days after the commencement thereof;

(g) the entry of any judgment or order against the Developer which remains unsatistied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution;

(h) the occurrence of an event of default under the Lender Financing, which default is not cured within any applicable cure period;

(i) the dissolution of the Developer;

(j) the institution in any court of a criminal proceeding (other than a misdemeanor) against the Developer or any natural person who owns a material interest in the Developer, which is not dismissed within thirty (30) days, or the indictment of the Developer or any natural person who owns a material interest in the Developer, for any crime (other than a misdemeanor); or

(k) prior to the issuance of the Certiticate, the sale or transfer of a majority of the ownership interests of the Developer without the prior written consent of the City, provided, however, the respective interests of Developer's investor limited partner shall be transferable to any aftiliate of Enterprise Community Investments, Inc. without the consent of the City.

For purposes of **Sections 15.01(i)** and **15.01(i)** hereof, a person with a material interest in the Developer shall be one owning in excess of ten (10%) of CHP's partnership interests.

15.02 Remedies. Upon the occurrence of an Event of Default, the City may terminate this Agreement and all related agreements, and may suspend disbursement of City Funds. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to injunctive relief or the specitic performance of the agreements contained herein.

15.03 Curative Period. In the event the Developer shall fail to perform a monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer has failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant. In the event the Developer shall fail to perform a non-monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer has failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying fhe nature of the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, the Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligentiy and continuously prosecutes the cure of such default until the same has been cured, provided further, notwithstanding anything to the contrary contained herein, the City hereby agrees that any cure of and default made or tendered by one of Developer's limited partners or any Lender shall be deemed to be a cure by the Developer and shall be accepted or rejected on the same basis as if made or tendered by Developer.

SECTION 16. MORTGAGING OF THE PROJECT

All mortgages or deeds of trust in place as of the date hereof with respect to the Property or any portion thereof are listed on Exhibit G hereto (including but not limited to mortgages made prior to or on the date hereof in connection with Lender Financing) and are referred to herein as the "Existing Mortgages." Any mortgage or deed of trust that the Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof is referred to herein as a "New Mortgage." Any New Mortgage that the Developer may hereafter elect to execute and record or permii to be recorded against the Property or any portion thereof with the prior written consent of the City is referred to herein as a "Permitted Mortgage." It is hereby agreed by and between the City and the Developer as follows:

(a) In the event that a mortgagee or any other party shall succeed to the Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under a New Mortgage (other than a Permitted Mortgage), whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of the Developer's interest hereunder in accordance with Section **18.15** hereof, the City may, but shall not be obligated to, attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement and, unless so recognized by the City as the successor in interest, such party shall be entitled to no rights or benefits under this Agreement, but such party shall be bound by those provisions of this Agreement that are covenants expressly running with the land.

(b) In the event that any mortgagee shall succeed to the Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under an Existing Mortgage or a Permitted Mortgage, whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of the Developer's interesi hereunder in accordance with Section **18.15** hereof, the City hereby agrees to attorn to and recognize such party as the successor in interesi to the Developer for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of "the Developer" hereunder; provided, however, that, notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if such party accepts an assignment of the Developer's interest under this Agreemenf, such party has no liability under this Agreement for any Event of Default of the Developer which accrued prior to the time such party succeeded to the interesi of the Developer under this Agreement, in which case the Developer shall be solely responsible. However, if such mortgagee under a Permitted Mortgage or an Existing Mortgage does not expressly accept an assignment of the Developer's interest hereunder, such party shall be entitled to no rights and benefits under this Agreement, and such party shall be bound only by those provisions of this Agreement, if any, which are covenants expressly running with the land.

(c) Prior to the issuance by the City to the Developer of a Certiticate pursuant to Section 7 hereof, no New Mortgage shall be executed with respect to the Property or any portion thereof without the prior written consent of fhe Commissioner of DHED.

SECTION 17. NOTICE

Unless otherwise specitied, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) telecopy or facsimile; (c) overnight courier, or (d) registered or certitied mail, return receipt requested.

If to the City:	City of Chicago Department of Housing and Economic Development 121 North LaSalle Street, Room 1000 Chicago, IL 60602 Attention: Commissioner
With Copies To:	City of Chicago Department of Law Finance and Economic Development Division 121 North LaSalle Street, Room 600 Chicago, IL 60602
If to the Developer:	Community Housing Partners XV L.P. c/o Chicago Community Development Corporation 36 S. Wabash, Suite 1310 Chicago, Illinois 60603 Attention: President Chicago Community Development Corporation 36 S. Wabash, Suite 1310 Chicago, Illinois 60603 Attention: President Voice of the People in Uptown, Inc. 4861 N. Kenmore Ave. Chicago, IL 60640 Attention: Executive Director
With Copies To:	Duane Morris, LLP 190 S. LaSalle St. Suite 3700 Chicago, IL 60603 Attention: Douglas J. Antonio, Esq.
And to:	Miner, Barnhill & Galland, P.C. 14 West Erie Street Chicago, IL 60654 Attention: William Miceli, Esq.
And to:	[Enterprise] _____ _____ Attention: _____
And to:	U.S. Department of Housing and Urban Development Chicago Regional Office, Region V 77 West Jackson Boulevard Chicago, Illinois 60604 Attention: Director of Multifamily Housing HUD Project No: _____

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand, or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to subsection (d) shall be deemed received two (2) business days following deposit in the mail.

SECTION 18. MISCELLANEOUS

18.01 Amendment. This Agreement and the Exhibits attached hereto may not be amended or moditied without the prior written consent of the parties hereto; provided, however, that the City, in its sole discretion, may amend, modify or supplement Exhibit D hereto without the consent of any party hereto. It is agreed that no material amendment or change to this Agreement shall be made or be effective unless ratitied or authorized by an ordinance duly adopted by the City Council. The term "material" for the purpose of this Section **18.01** shall be detined as any deviation from the terms of the Agreement which operates to cancel or othenwise reduce any developmental, construction or job-creating obligations of Developer (including those set forth in Sections **10.02** and **10.03** hereof) by more than tive percent (5%) or materially changes the Project site or character of the Project or any activities undertaken by Developer affecting the Projecf site, the Project, or both, or increases any time agreed for performance by the Developer by more than ninety (90) days.

18.02 Entire Agreement. This Agreement (including each Exhibit attached hereto, which is hereby incorporated herein by reference) constitutes the entire Agreement between the parties hereto and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof.

18.03 Limitation of Liability. No member, ofticial or employee of the City shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Developer from the City or any successor in interest or on any obligation under the terms of this Agreement.

18.04 Further Assurances. The Developer agrees to fake such actions, including the execution and delivery of such documents, instruments, petitions and certitications as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

18.05 Waiver. Waiver by the City or the Developer with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective party with respect to any other default or with respect to any particular default, except to the extent specitically waived by the City or fhe Developer in writing. No delay or omission on the part of a party in exercising any right shall operate as a waiver of such righf or any other right unless pursuant to the specitic terms hereof. A waiver by a party of a provision of this Agreement shall not prejudice or constitute a waiver of such party's right othenwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by a party, nor any course of dealing between the parties hereto, shall constitute a waiver of any such parties' rights or of any obligations of any other party hereto as to any future transactions.

18.06 Remedies Cumulative. The remedies of a party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such party unless specitically so provided herein.

18.07 Disclaimer. Nothing contained in this Agreement nor any act of the City shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneticiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

18.08 Headings. The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, detine or expand the content thereof.

18.09 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

18.10 Severability. If any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application thereof, in any circumstance, is held invalid, this Agreement shall be construed as if such invalid part were never included herein and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

18.11 Contiict. In the event of a contiict between any provisions of this Agreement and the provisions of the TIF Ordinances and/or the Bond Ordinance, if any, such ordinance(s) shall prevail and control.

18.12 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its contiicts of law principles.

18.13 Form of Documents. All documents required by this Agreement to be submitted, delivered or furnished to the City shall be in form and content satisfactory to the City.

18.14 Approval. Wherever this Agreement provides for the approval or consent of the City, DHED or the Commissioner, or any matter is to be to the City's, DHED's or the Commissioner's satisfaction, unless specitically stated to the contrary, such approval, consent or satisfaction shall be made, given or determined by the City, DHED or the Commissioner in writing and in the reasonable discretion thereof. The Commissioner or other person designated by the Mayor of the City shall act for the City or DHED in making all approvals, consents and determinations of satisfaction, granting the Certiticate or othenvise administering this Agreement for the City.

18.15 Assignment. The Developer may not sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the City. Any successor in interest to the Developer under this Agreement shall certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement, including but not limited to Sections **8.18** (Real Estate Provisions) and **8.20** (Survival of Covenants) hereof, for the Term of the Agreement. The Developer consents to the City's sale, transfer, assignment or other disposal of this Agreement at any time in whole or in part.

18.16 Binding Effect. This Agreement shall be binding upon the Developer, the City and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of the Developer, the City and their respective successors and permitted assigns (as provided herein). Except as othenvise provided herein, this Agreement shall not run to the benetit of, or be enforceable by, any person or entity other than a party to this Agreement and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right.

18.17 Force Majeure. Neither the City nor the Developer nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destmction by tire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder. The individual or entity relying on this section with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other parties to this Agreement. The individual or entity relying on this section with respect to any such delay may rely on this section only to the extent of the actual number of days of delay effected by any such events described above.

18.18 Exhibits. All of the exhibits attached hereto are incorporated herein by reference.

18.19 Business Economic Support Act. Pursuant to the Business Economic Support Act (30 ILCS 760/1 et seg.), if the Developer is required to provide notice under the WARN Act, the Developer shall, in addition to the notice required under the WARN Act, provide at the same time a copy of the WARN Act notice to the Governor of the State, the Speaker and Minority Leader of the House of Representatives of the State, the President and minority Leader of the Senate of State, and the Mayor of each municipality where the Developer has locations in the State. Failure by the Developer to provide such notice as described above may result in the termination of all or a part of the payment or reimbursement obligations of the City set forth herein.

18.20 Venue and Consent to Jurisdiction. If there is a lawsuit under this Agreement, each party may hereto agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District of Illinois.

18.21 Costs and Expenses. In addition to and not in limitation of the other provisions of this Agreement, Developer agrees to pay upon demand the City's out-of-pocket expenses, including attorney's fees, incurred in connection with the enforcement of the provisions of this Agreement. This includes, subject to any limits under applicable law, attorney's fees and legal expenses, whether or not there is a lawsuit, including attorney's fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services. Developer also will pay any court costs, in addition to all other sums provided by law.

18.22 Business Relationships. The Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (B) that Developer has read such provision and understands that pursuant to such Section 2-156-030 (b), it is illegal for any elected official of the City, or any person acting at the direction of such ofticial, to contact, either orally or in writing, any other City ofticial or employee with respect to any matter involving any person with whom the elected City ofticial or employee has a "Business Relationship" (as detined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving any person with whom the elected City ofticial or employee has a "Business Relationship" (as detined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (C) that a violation of Section 2-156-030 (b) by an elected ofticial, or any person acting at the direction of such ofticial, with respect to any transaction

contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

18.23 HUD Rider. The FHA-insured Loan requires that a "HUD-Required Provisions Rider" in the form attached hereto be, and it hereby is, incorporated into this Agreement as if fully set forth herein and it shall remain a part of this Agreement so long as the Secretary of HUD or his/her successors or assigns are the insurers of the FHA-insured Loan. Upon such time as HUD is no longer the insurer of the FHA-insured Loan or such time as the FHA-insured Loan is paid in full, the parties hereto agree that the HUD-Required Provisions Rider shall no longer be a part of this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Redevelopment Agreement to be executed on or as of the day and year first above written.

VOICE OF THE PEOPLE IN UPTOWN, INC.,
an Illinois not-for-profit corporation

By:_____
Frank S. Alschuler, President

COMMUNITY HOUSING PARTNERS XV, L.P.,
an Illinois limited partnership

By: Chicago Community Development Corporafion, an Illinois corporafion, its Managing General Partner

By: _____
Anthony J. Fusco, Jr., President

CHICAGO COMMUNITY DEVELOPMENT CORPORATION,
an Illinois corporation

By: _____
Anthony J. Fusco, Jr., President

CITY OF CHICAGO

By:_____
_____, Acfing Commissioner,
Department of Housing and Economic Development

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Frank S. Alschuler, personally known to me to be the President of Voice of the People in Uptown, an Illinois not-for-profit corporation ("VOP"), and personally known to me to be fhe same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the Board of Directors of VOP, as his/her free and voluntary act and as the free and voluntary act of VOP, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ___ day of _____, 2011.

_____
Notary Public

My Commission Expires_____

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Anthony J. Fusco, Jr., personally known to me to be the President of Chicago Community Development Corporation, an Illinois corporation ("CCDC"), managing general partner of Community Housing Partners XV L.P., an Illinois limited partnership ("CHP"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged thaf he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the Board of Directors of CCDC, as his/her free and voluntary act and as the free and voluntary act of the CHP, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ___ day of _____, 2011.

_____
Notary Public

My Commission Expires_____

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Anthony J. Fusco, Jr., personally known to me to be the President of Chicago Community Development Corporation, an Illinois corporation ("CCDC"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the Board of Directors of CCDC, as his/her free and voluntary act and as the free and voluntary act of CCDC, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ___ day of _____, 2011.

_____
Notary Public

My Commission Expires_____

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the Acfing Commissioner of the Department of Housing and Economic Development of the City of Chicago (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instmment, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument pursuant to the authority given to him/her by the City, as his/her free and voluntary act and as the free and voluntary act of fhe City, for fhe uses and purposes therein set forth.

GIVEN under my hand and official seal this ____ day of _____, 2011.

_____
Notary Public

My Commission Expires_____

HAZEL WINTHROP APARTMENTS
REDEVELOPMENT AGREEMENT

EXHIBIT A

REDEVELOPMENT AREA LEGAL DESCRIPTION

All that part of Sections 16 and 17 in Township 40 North, Range 14 East of the Third Principal Meridian, bounded and described as follows:

beginning at the point of intersection of the west line of North Magnolia Avenue with the north line of West Wilson Avenue; thence east along said north line of West Wilson Avenue to the east line of Lot 49 in Sheridan Drive Subdivision in the northwest quarter of Section 17 Township 40 North, Range 14 East of the Third Principal Meridian, said east line of Lot 49 being also the west line of the alley east of North Magnolia Avenue; thence north along said west line of the alley east of North Magnolia Avenue to the westerly extension of the north line of the south 10 feet of Lot 20 in said Sheridan Drive Subdivision; thence east along said westeriy extension and the north line of the south 10 feet of said Lot 20 in Sheridan Drive subdivision to the west line of North Racine Avenue; thence north along said west line of North Racine Avenue to the north line of West Leland Avenue, thence east along said north line of West Leland Avenue to the southeriy extension of the east line of Lots 4 through 19, inclusive, in the resubdivision of Lots 206 to 227, inclusive, and the vacated alley adjoining said Lots 206 to 227 of William Deering's Surrenden Subdivision in the west half of the northeast quarter of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, said east line of Lots 4 through 19, inclusive, in the resubdivision of Lots 206 to 227 being also the west line of the Chicago transit authority right-of-way; thence north along said west line of the Chicago Transit Authority right-of-way to the south line bf West Lawrence Avenue; thence east along said south line of West Lawrence Avenue to the west line of Lot 159 in William Deering's Surrenden Subdivision in the west half of the northeast quarter of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, said west line of Lot 159 being also the east line of the alley west of North Winthrop Avenue; thence south along said east line of the alley west of north Winthrop Avenue to the south line of Lot 1 in the subdivision of Lots 160 to 169, inclusive, of William Deering's Surrenden Subdivision in the west half of the northeast quarter of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian; thence east along said south line of Lot 1 in the subdivision of Lots 160 to 169, inclusive, of William Deering's Subdivision and along the easterly extension thereof to the east line of North Winthrop Avenue; thence south along said east line of North Winthrop Avenue to the south line of Lot 6 in the subdivision of Lots 150 to 157, inclusive, of William Deering's Surrenden Subdivision in the west half of the northeast quarter of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian; thence east along said south line of Lot 6 in the subdivision of Lots 150 to 157, inclusive, of William Deering's Surrenden Subdivision to the east line thereof, said east line of Lot 6 being also the west line of the alley west of north Kenmore Avenue; thence north along said west line of the alley west of North Kenmore Avenue to the westerly extension of the south line of Lot 102 in William Deering's Surrenden Subdivision in the west half of the northeast quarter of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian; thence east along said westerly extension and the south line of Lot 102 in William Deering's Surrenden Subdivision and along the easteriy extension thereof, and along the south line of Lot 99 in said William Deering's Surrenden Subdivision and along the easteriy extension thereof to the west line of Lots 2 and 3 in said William Deering's Surrenden Subdivision, said west line of Lots 2 and 3 in William Deering's Surrenden Subdivision being also the east line of the alley west of North Sheridan Road; thence south along said east line of the alley west of North Sheridan Road to the south line of Lot 8 in said William Deering's Surrenden Subdivision in the west

half of the northeast quarter of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian; thence east along said south line of Lot 8 in William Deering's Surrenden Subdivision to the west line of North Sheridan Road; thence north along said west line of North Sheridan Road to the westerly extension of the south line of Lot 3 in Herdienhofflund & Carson's Subdivision of the south six acres of the north ten acres of the east half of the northeast quarter of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, said south line of Lot 3 being also the north line of West Lakeside Avenue; thence east along said westeriy extension and along the north line of West Lakeside Avenue to the northerly extension of the east line of Lot 20 in Horace A. Goodrich's Subdivision of the south 10 rods of the north 30 rods of the east half of the northeast quarter of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian; thence south along said northeriy extension and the east line of Lot 20 in Horace A. Goodrich's Subdivision and along the east line of Lot 21 in said Horace A. Goodrich's Subdivision and along the southeriy extension thereof and along the east line of Lot 20 in J. A. W. Rees Subdivision of the south 10 rods of the north 40 rods of the east half of the northeast quarter of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian and along the east line of Lot 21 in said J. A. W. Rees Subdivision to the north line of West Leland Avenue; thence east along said north line of West Leland Avenue to the east line of north Clarendon Avenue; thence south along said east line of North Clarendon Avenue to the south line of West Wilson Avenue; thence west along said south line of West Wilson Avenue to the west line ot the east 19 feet of Lot 3 in Christian Kurz's Resubdivision of Lots 5 and 6 in Rufus C. Hall's Subdivision in the southeast quarter of the northeast quarter of Section 17, Township 40 North, Range 14 East ot the Third Principal Meridian; thence south along said west line of the east 19 feet of Lot 3 in Christian Kurz's Resubdivision a distance of 79.336 feet, more or less, to a north line of the parcel ot property bearing Permanent Index Number 14-17-221-032; thence west along said north line of the parcel of property bearing PIN 14-17-221-032 to the east line of Lot 2 in said Christian Kurz's Resubdivision; thence south along said east line of Lot 2 in Christian Kurz's Resubdivision and along the southerly extension thereof to the centeriine of the vacated alley lying south of and adjoining Lots 2 through 6, inclusive, in said Christian Kurz's Resubdivision; thence east along said centeriine of the vacated alley lying south of and adjoining Lots 2 through 6, inclusive, in Christian Kurz's Resubdivision to the northeriy extension of the west line of that part of Lot 1 in Christian Kurz's Resubdivision bearing Permanent Index Number 14-17-221-029; thence south along said northerly extension and the west line of that part of Lot 1 in Christian Kurz's Resubdivision bearing Permanent Index Number 14-17-221-029 to the south line of said Lot 1 in Christian Kurz's Resubdivision; thence east along said south line of Lot 1 in Christian Kurz's Resubdivision to the west line of the east 59.6 feet of Lot 9 in H. J. Wallingford's Subdivision of the 15 rods south of and adjacent to the north 95 rods in the east half of the northeast quarter of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian; thence south along said west line of the east 59.6 feet of Lot 9 in H. J. Wallingford's Subdivision to the north line of West Windsor Avenue; thence east along said north line of West Windsor Avenue to the northeriy extension of the west line of Lot 3 in A. L. Blotch's Subdivision of all of Lot 11 and (except the west 40.865 feet thereof) of Lot 12 in H. J. Wallingford's Subdivision of the 15 rods south of and adjacent to the north 95 rods in the east half of the northeast quarter of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian; thence south along said northeriy extension and the west line of Lot 3 in A. L. Blotch's Subdivision to the north line of Lot 1 in A. T. Gait's Sheridan Road Subdivision in the east half of the northeast quarter of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian; thence east along said north line of Lot 1 in A. T. Gait's Sheridan Road Subdivision and along the easteriy extension thereof to the east line of North Clarendon Avenue; thence south along said east line of North Clarendon Avenue to the easteriy extension of the south line of West Sunnyside Avenue being also the north line of Lot 42 in said A. T. Gait's Sheridan Road Subdivision; thence west along said easterly extension and along the south line of West Sunnyside Avenue and its westeriy extension to the east line of Lot 41 in said A. T. Gait's Sheridan Road Subdivision; thence south along the east line of said Lot 41 and

its southerly extension and the east line of Lot 47 in said A. T. Gait's Sheridan Road Subdivision to the north line of West Agatite Avenue being also the south line of Lots 47 to 50, inclusive, in said A. T. Gait's Sheridan Road Subdivision; thence west along said north line of West Agatite Avenue to the northeriy extension of the east line of Lot 8 in Block 1 of John N. Young's Subdivision of Lot 1 and the vacated half of the street north of and adjacent to said Lot 1 in Superior Court Partition of the South 10 acres of the east half of the northeast quarter of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian; thence south along the northeriy and southerly extensions of the east line of said Lot 8 and fhe east lines of Lots 8 and Lot 17 in Block 1 of said John N. Young's Subdivision and along the southerly extensions thereof to the south line of West Montrose Avenue; thence west along said south line of West Montrose Avenue to the southerly extension of the west line of Lot 15 in Block 2 of said John N. Young's Subdivision; thence north along said southeriy extension and the west line of Lot 15 in Block 2 of John N. Young's Subdivision to the north line of said Lot 15; thence east along said north line of Lot 15 in Block 2 of John N. Young's Subdivision to the southeriy extension of the centeriine of the 10 foot private alley lying west of and adjoining Lot 10 in said Block 2 of John N. Young's Subdivision; thence north along said southerly extension and the centeriine of the 10 foot private alley lying west of and adjoining Lot 10 in Block 2 of John N. Young's Subdivision to the south line of West Agatite Avenue; thence west along said south line of West Agatite Avenue to the east line of North Sheridan Road; thence south along said east line of North Sheridan Road to the easteriy extension of the south line of the parcel of properiy bearing Permanent Index Number 14-17-403-023, said property being part of Lot 3 and all of Lot 2 in Block 2 of Buena Park Subdivision of part of Inglehart's Subdivision of the west half of the southeast quarter of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian; thence west along said easteriy extension and the south line of the parcel of property bearing Permanent Index Number 14-17-403-023 and along the westeriy extension thereof to the east line of Lot 44 in aforesaid Block 2 of Buena Park Subdivision, said east line of Lot 44 being also the west line of the alley east of Nprth Kenmore Avenue; thence north along said west line of the alley east of North Kenmore Avenue to the south line of West Montrose Avenue; thence west along said south line of West Montrose Avenue to the southeriy extension of the east line of Lot 287 in William Deering's Surrenden Subdivision in the west half of the northeast quarter of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, said east line of Lot 287 in William Deering's Surrenden Subdivision being also the west line of North Clifton Avenue; thence north along said southeriy extension and the east line of Lot 287 in William Deering's Surrenden Subdivision to the north line of said Lot 287, said north line of Lot 287 being also the south line of the alley north of West Montrose Avenue; thence west along said south line of the alley north of West Montrose Avenue to the west line of Lot 290 in said William Deering's Surrenden Subdivision, said west line of Lot 290 being also the east line of the alley east of North Racine Avenue; thence south along said east line of the alley east of North Racine Avenue and along the southeriy extension thereof to the south line of West Montrose Avenue; thence west along said south line of West Montrose Avenue to the southeriy extension of the east line of Lot 12 in the subdivision of the east 199 feet of the south quarter of the east half of the northwest quarter of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, said east line of Lot 12 being also the west line of North Racine Avenue; thence north along said southeriy extension and along the west line of North Racine Avenue to the south line of the north 10 feet of Lot 4 in said subdivision of the east 199 feet of fhe south quarter of the east half of the northwest quarter of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian; thence west along said south line of the north 10 feet of Lot 4 in said subdivision of the east 199 feet of the south quarter of the east half of the northwest quarter of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian to the west line of said Lot 4, said west line of Lot 4 being also the east line of the alley east of North Magnolia Avenue; thence, south along said east line of the alley east of North Magnolia Avenue to the easterly extension of the south line of Lot 17 in the subdivision of the west 370.25 feet of the east 569.25 feet of the south quarter of the east half of the northwest quarter of Section 17,

Township 40 North, Range 14 East of the Third Principal Meridian; thence west along said easteriy extension and the south line of Lot 17 in the subdivision of the west 370.25 feet of the east 569.25 feet of the south quarter of the east half of the northwest quarter of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian to the east line of North Magnolia Avenue; thence south along said east line of North Magnolia Avenue to the easteriy extension of the north line of the south 20 feet of Lot 34 in said subdivision of the west 370.25 feet of the east 569.25 feet of the south quarter of the east half of the northwest quarter of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian; thence west along said easteriy extension and the north line of the south 20 feet of Lot 34 in the subdivision of the west 370.25 feet of the east 569.25 feet of the south quarter of the east half of the northwest quarter of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian and along the westeriy extension thereof to the east line of Lot 39 in the subdivision of the south quarter of the east half of the northwest quarter, except the east 569.25 feet thereof, of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, said east line of Lot 39 being also the west line of the alley west of North Magnolia Avenue; thence north along said west line of the alley west of North Magnolia Avenue to the westerly extension of the north line of the south 2 feet of Lot 30 in aforesaid subdivision of the west 370.25 feet of the east 569.25 feet of the south quarter of the east half of the northwest quarter of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian; thence east along said westeriy extension and the north line of the south 2 feet of Lot 30 in the subdivision of the west 370.25 feet of the east 569.25 feet of the south quarter of the east half of the northwest quarter of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian to the west line of North Magnolia Avenue; thence north along said west line of North Magnolia Avenue to the north line of the south 20 feet of Lot 28 in said subdivision of the west 370.25 feet of the east 569.25 feet of the south quarter of the east half of the northwest quarter of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian; thence west along said north line of the south 20 feet of Lot 28 in the subdivision of the west 370.25 feet of the east 569.25 feet of the south quarter of the east half of the northwest quarter of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian and along the westeriy extension thereof to the east line of Lot 45 in aforesaid subdivision of the south quarter of the east half of the northwest quarter, except the east 569.25 feet thereof of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, said east line of Lot 45 being also the west line of the alley west of North Magnolia Avenue; thence north along said west line of the alley west of North Magnolia Avenue to the north line of West Sunnyside Avenue; thence east along said north line of West Sunnyside Avenue to the east line of Lot 37 in Sheridan Drive Subdivision in the northwest quarter of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, said east line of Lot 37 being also the west line of the alley east of North Magnolia Avenue; thence north along said west line of the alley east of North Magnolia Avenue to the south line of Lot 46 in said Sheridan Drive Subdivision; thence west along said south line of Lot 46 in Sheridan Drive Subdivision and along the westerly extension thereof to the west line of North Magnolia Avenue; thence north along said west line of North Magnolia Avenue to the point of beginning at the north line of West Wilson Avenue, all in the City of Chicago, Cook County, Illinois.

Prepared by: *National Survey*

HAZEL WINTHROP APARTMENTS
REDEVELOPMENT AGREEMENT

EXHIBIT B

PROPERTY LEGAL DESCRIPTION

PARCEL 1:

LEGAL DESCRIPTION: [to come]

PIN: 14-17-223-014
ADDRESS: 4509 North Hazel Street (852 West Sunnyside Avenue)

PARCEL 2:

LEGAL DESCRIPTION: [to come]

PIN: 14-17-124-015
ADDRESS: 4426 North Magnolia Avenue

PARCEL 3:

LEGAL DESCRIPTION: [to come]

PIN: 14-17-228-020
ADDRESS: 912-914 West Montrose Avenue

PARCEL 4:

LEGAL DESCRIPTION: [to come]

PIN: 14-08-415-017
ADDRESS: 4813 North Winthrop Avenue

HAZEL WINTHROP APARTMENTS
REDEVELOPMENT AGREEMENT

EXHIBIT C

TIF-FUNDED IMPROVEMENTS

Line Item	Cost
Acquisition	$5,600,000
Rehabilitation	$2,255,400
Total	$7,855,400*

*Notwithstanding the total of TIF-Funded Improvements or the amount of TIF-eligible costs, the assistance to be provided by the City is limited to the amount described in Section 4.03 and shall not exceed $2,500,000.

HAZEL WINTHROP APARTMENTS
REDEVELOPMENT AGREEMENT

EXHIBIT D

REDEVELOPMENT PLAN

[not attached for ordinance]

HAZEL WINTHROP APARTMENTS
REDEVELOPMENT AGREEMENT

EXHIBIT E

CONSTRUCTION CONTRACT

[not attached for ordinance]

HAZEL WINTHROP APARTMENTS
REDEVELOPMENT AGREEMENT

EXHIBIT F

ESCROW AGREEMENT

[not attached for ordinance]

HAZEL WINTHROP APARTMENTS
REDEVELOPMENT AGREEMENT

EXHIBIT G

PERMITTED LIENS

1. Liens or encumbrances against the Property:

   Those matters set forth as Schedule B titie exceptions in the owner's title insurance policy issued by the Titie Company as of the date hereof, but only so long as applicable titie endorsements issued in conjunction therewith on the date hereof, if any, continue to remain in full force and effect.

2. Liens or encumbrances against the Developer or the Project, other than liens against the Property, if any: None

EXHIBIT H
PROJECT BUDGET

Acquisition Land	$ 504,000
Acquistion- Building	$5,096,000
Transfer taxes	$ 75,000
Rehab/Construction	$1,945,000
General Requirements (6%)	$ 116,700
Performance Bond	$ 38,100
Contractor Overhead/Profit (2% / 6%)	$ 155,600
Contingency (10%)	$ 194,500
Architect- Design	$ 135,000
Architect- Supervision	$ 35,000
Legal	$ 135,000
Accounting	$ 15,000
Market Study	$ 20,000
Environmental Report	$ 20,000
Real Estate Tax Escrow	$ 35,000
Insurance Escrow	$ 30,000
Titie and Recording (constr. & perm.)	$ 30,000
Construction Period Insurance (including builders risk)	$ 35,000
Construction Period Interest	$ 150,000
Capitalized Interest	$ 150,000
Construction Period Taxes	$ 37,500
Sydication Fees	$ 25,000
FHA Fees	$ 51,800
Application Fee	$ 12,945
Construction Points	$ 65,000
Participant Legal	$ 20,000
MIP	$ 23,310
Permit Expediter	$ 9,500
IHDA Fee reimbursement	$ 11,620
Working Cap LOC Fee	$ 8,500
Negative Arbitrage	$ 300,000
Lender/Syndicator Inspections	$ 10,000
Appraisal	$ 25,000
Survey	$ 13,500
DOH	$ 20,000
Physical Needs Assessment	$ 12,500
TIF consultant	$ 25,000
Bond costs	$ 306,000
Tenant Relocation (temporary)	$ 45,000
Other Soft Costs (tenant services programming)	$ 50,000
Replacement Reserve	$ 30,000
Sect 8 reserve	$ 566,594
Realized Developer's Fee	$ 775,000
Deferred Developer Fee	$ 150,000
TOTAL	$11,508,669

HAZEL WINTHROP APARTMENTS
REDEVELOPMENT AGREEMENT

EXHIBIT I

[Intentionally omitted]

HAZEL WINTHROP APARTMENTS
REDEVELOPMENT AGREEMENT

EXHIBIT J

APPROVED PRIOR EXPENDITURES

None.

HAZEL WINTHROP APARTMENTS
REDEVELOPMENT AGREEMENT

EXHIBIT K

OPINION OF DEVELOPER'S COUNSEL

[To be retyped on the Developer's Counsel's letterhead]

—, ——,

City of Chicago
121 North LaSalle Street
Chicago, IL 60602

ATTENTION: Corporation Counsel

Ladies and Gentiemen:

We have acted as counsel to _____, an [Illinois] _____ (the "Developer"), in connection with the purchase of certain land and the construction of certain facilities thereon located in the _____ Redevelopment Project Area (the "Project"). In thaf capacity, we have examined, among other things, fhe following agreements, instruments and documents of even date herewith, hereinafter referred to as the "Documents":

(a) _____ Redevelopment Agreement (the "Agreement") of even date herewith, executed by the Developer and the City of Chicago (the "City");

[(b) the Escrow Agreement of even date herewith executed by the Developer and the City;]

(c) [insert other documents including but not limited to documents related to purchase and tinancing of the Property and all lender financing related fo the Project]; and

(d) all other agreements, instruments and documents executed in connection with the foregoing.

In addition to the foregoing, we have examined

(a) the original or certitied, conformed or photostatic copies of the Developer's (i) Articles of Incorporation, as amended to date, (ii) qualitications to do business and certiticates of good standing in atl states in which the Developer is qualitied to do business, (iii) By-Laws, as amended to date, and (iv) records of all corporate proceedings relating to the Project [revise if the Developer is not a corporation]; and

(b) such other documents, records and legal matters as we have deemed necessary or relevant for purposes of issuing the opinions hereinafter expressed.

In all such examinations, we have assumed the genuineness of all signatures (other than those of the Developer), the authenticity of documents submitted to us as originals and conformity to the originals of all documents submitted to us as certitied, conformed or photostatic copies.

Based on the foregoing, it is our opinion that:

1. The Developer is a corporation duly organized, validly existing and in good standing under the laws of its state of [incorporation] [organization], has full power and authority to own and lease its properties and to carry on its business as presently conducted, and is in good standing and duly qualitied to do business as a foreign [corporafion] [entity] under the laws of every state in which the conduct of its affairs or the ownership of its assets requires such qualitication, except for those states in which its failure to qualify to do business would not have a material adverse effect on it or its business.

2. The Developer has full right, power and authority to execute and deliver the Documents to which it is a party and to perform its obligations thereunder. Such execution, delivery and performance will not contiict with, or result in a breach of, the Developer's [Articles of Incorporation or By-Laws] [describe any formation documents if the Developer is not a corporation] or result in a breach or other violation of any of the terms, conditions or provisions of any law or regulation, order, writ, injunction or decree of any court, government or regulatory authority, or, to the best of our knowledge after diligent inquiry, any of the terms, conditions or provisions of any agreemenf, instrument or document to which the Developer is a party or by whicti the Developer or its properties is bound. To the best of our knowledge after diligent inquiry, such execution, delivery and performance will not constitute grounds for acceleration of the maturity of any agreement, indenture, undertaking or other instrument to which the Developer is a party or by which it or any of its property may be bound, or result in the creation or imposition of (or the obligation to create or impose) any lien, charge or encumbrance on, or security interest in, any of its property pursuant to the provisions of any of the foregoing, other than liens or security interests in favor of the lender providing Lender Financing (as detined in the Agreement).

3. The execution and delivery of each Document and the performance of the transactions contemplated thereby have been duly authorized and approved by all requisite action on the part of the Developer.

4. Each of the Documents to which the Developer is a party has been duly executed and delivered by a duly authorized ofticer of the Developer, and each such Document constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms, except as limited by applicable bankruptcy, reorganization, insolvency or similar laws affecting the enforcement of creditors' rights generally.

5. Exhibit A attached hereto (a) identities each class of capital stock of the Developer, (b) sets forth the number of issued and authorized shares of each such class, and (c) identities the record owners of shares of each class of capital stock of the Developer and the number of shares held of record by each such holder. To the best of our knowledge after diligent inquiry, except as set forth on Exhibit A, there are no warrants, options, rights or commitments of purchase, conversion, call or exchange or other rights or restrictions with respect fo any of the capital stock of the Developer. Each outstanding share of the capital stock of the Developer is duly authorized, validly issued, fully paid and nonassessable.

6. To the best of our knowledge after diligent inquiry, no judgments are outstanding against the Developer, nor is there now pending or threatened, any litigation, contested claim or governmental proceeding by or against the Developer or affecting the Developer or its property, or seeking to restrain or enjoin the performance by the Developer of the Agreement or the transactions contemplated by the Agreement, or contesting the validity thereof. To the best of our knowledge after diligent inquiry, the Developer is not in default with respect to any order, writ, injunction or decree of any court, government or regulatory authority or in default in any respect under any law, order, regulation or demand of any governmental agency or instrumentality, a default under which would have a material adverse effect on the Developer or its business.

7. To the best of our knowledge after diligent inquiry, there is no default by the Developer or any other party under any material contract, lease, agreement, instrument or commitment to which the Developer is a party or by which the company or its properties is bound.

8. To the best of our knowledge after diligent inquiry, all of the assets of the Developer are free and clear of mortgages, liens, pledges, security interests and encumbrances except for those specitically set forth in the Documents.

9. The execution, delivery and performance of the Documents by the Developer have not and will not require the consent of any person or the giving of notice to, any exemption by, any registration, declaration or tiling with or any taking of any other actions in respect of, any person, including without limitation any court, government or regulatory authority.

10. To the best of our knowledge after diligent inquiry, the Developer owns or possesses or is licensed or otherwise has the right to use all licenses, permits and other gpyernmental approvals and authorizations, operating authorities, certiticates of public convenience, goods carriers permits, authorizations and other rights that are necessary for the operation of its business.

11. A federal or state court sitting in the State of Illinois and applying the choice of law provisions of the State of Illinois would enforce the choice of law contained in the Documents and apply the law of the State of Illinois to the transactions evidenced thereby.

We are attorneys admitted to practice in the State of Illinois and we express no opinion as to any laws other than federal laws of the United States of America and the laws of the State of Illinois.

This opinion is issued at the Developer's request for the benetit of the City and its counsel, and may not be disclosed to or relied upon by any other person.

Very truly yours,

_____

By:_____
Name:_____

HAZEL WINTHROP APARTMENTS
REDEVELOPMENT AGREEMENT

EXHIBIT L

PRELIMINARY TIF PROJECTIONS

N/A

HAZEL WINTHROP APARTMENTS
REDEVELOPMENT AGREEMENT

EXHIBIT M

PRIOR TIF OBLIGATIONS

1) Wilson Yard Redevelopment Project Area Redevelopment Agreement dated as of November 30, 2005, as subsequently amended, by and among the City of Chicago and Wilson Yard Development I LLC, an Illinois limited liability company, Wilson Yard Partners, LP, an Illinois limited partnership, Wilson Yard Development Corporation, an Illinois corporation, Wilson Yard Senior Housing, L.P., an Illinois limited partnership, and Wilson Yard Senior Development Corporation, an Illinois corporation.

2) Intergovernmental Agreement dated as of December 1, 2009, by and between the City of Chicago and the Board of Trustees of Community College Districf No. 508, County of Cook, State of Illinois Regarding Harry S. Truman College.

3) Mercy Preservation Housing Redevelopment Agreement dated as of August 1, 2010, by and among the City of Chicago and HWA 850 Eastwood Limited Partnership, an Illinois limited partnership, HWA- 850 Eastwood GP Corp., NFP, an Illinois not-for-profit corporation, and Mercy Housing Lakefront, an Illinois not-for-profit corporafion.

4) Clifton Magnolia Apartments Redevelopment Agreement dated as of August 19, 2010, by and among the City of Chicago and Community Housing Partners X L.P., an Illinois limited partnership, Chicago Community Development Corporafion, an Illinois corporation, and Voice of the People in Uptown, Inc., an Illinois not-for-profit corporafion.

HAZEL WINTHROP APARTMENTS
REDEVELOPMENT AGREEMENT

EXHIBIT N

REQUISITION FORM

State of Illinois)
) SS
COUNTY OF COOK)

The affiant, _____, _____ of _____, a _____ (the "Developer"), hereby certifies that with respect to that certain _____ Redevelopment Agreement between the Developer and the City of Chicago dated _____, ____ (the "Agreement"):

A. Expenditures for the Project, in the total amount of $_____, have been made:

B. This paragraph B sets forth and is a true and complete statement of all costs of TIF-Funded Improvements for the Project reimbursed by the City to dafe:

$_____

C. The Developer requests reimbursement for the following cost of TIF-Funded Improvements:

$_____

D. None of the costs referenced in paragraph C above have been previously reimbursed by the City.

E. The Developer hereby certifies to the City that, as of the date hereof:

1. Except as described in the attached certificate, the representations and warranties contained in the Redevelopment Agreement are true and correct and the Developer is in compliance with all applicable covenants contained herein.

2. No event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default, exists or has occurred.

All capitalized terms which are not defined herein have the meanings given such terms in the Agreement.

HUD REQUIRED PROVISION RIDER

THIS HUD REQUIRED PROVISIONS RIDER (this "Rider") is attached to and made a part of that certain Hazel Winthrop Apartments Redevelopment Agreement (fhe "Document") dated as of _____, 2011 and executed by the City of Chicago, an Illinois municipal corporation (the "Subordinate Lender"), acting through its Department of Housing and Economic Development, having its oftices at 121 North LaSalle Street, Room 1000, Chicago, Illinois 60602, and Community Housing Partners XV, L.P., an Illinois limited partnership ("Owner"), having its offices c/o Chicago Community Development Corporation, 36 South Wabash Avenue, Suite 1310, Chicago, Illinois 60603, in connection with the Hazel Winthrop Apartments, FHA Project No. 071-_____, located at 4509 North Hazel Street, 4426 North Magnolia Avenue, 912-914 West Montrose Avenue and 4813 North Winthrop Avenue, all in Chicago, Illinois 60640. In the event of any contiict, inconsistency or ambiguity between the provisions of this Rider and the provisions of the Document, the provisions of this Rider shall control. All capitalized terms used herein and not othenwise detined herein shall have the meaning given to such terms in the Document. As used herein, the term "HUD" shall mean the United States Department of Housing and Urban Development; the term "FHA" shall mean the Federal Housing Administration, an organizational unit within HUD; the term "Project" shall have the same meaning as in the HUD Regulatory Agreement described below; and the term "HUD/FHA Loan Documents" shall mean the following documents relating to the HUD-insured mortgage loan for the Project (Project No. 071-_____):

A. Commitment for Insurance of Advances dated _____, 2011, as amended, issued by the Secretary of HUD to Prudential Huntoon Paige Associates, Ltd. ("Mortgagee") in the amount of $_____;

B. Mortgage Note dated as of _____, made by the Owner payable to the order of Mortgagee in the principal amount of $_____ (the "Mortgage Note");

C. Mortgage dated as of _____, made by Owner in favor of Mortgagee and encumbering the Project as security for fhe Mortgage Note (the "Mortgage");

D. Security Agreement dated as of _____, between the Owner, as Debtor, and Mortgagee and/or the Secretary of HUD as their interests may appear, as secured party;

E. UCC Financing Statements made by the Owner, as Debtor, in favor of Mortgagee and/or fhe Secretary of HUD as their interests may appear, as secured party;

F. Regulatory Agreement for Multifamily Housing Projects, dated as of _____, between the Owner and HUD (the "HUD Regulatory Agreement");

G. Building Loan Agreement dated as of _____ between Owner and Mortgagee (the "Loan Agreement");

H. Assignment of Rents and Leases dated as of _____, to be recorded with the Recorder, made by Owner in favor of Mortgagee (the "Lease Assignment"); and

I. Assignment of Contracts and Documents dated as of _____, 2011 made by Owner in favor of Mortgagee (the "Contract Assignment").

R-1 Notwithstanding anything in the Document to the contrary, the provisions of the Document are subordinate to all applicable Federal statutes, HUD mortgage insurance regulations and related HUD directives and administrative requirements other than those HUD mortgage insurance regulations, related HUD directives and/or administrative requirements which have been waived in writing by HUD with respect to the Project. The provisions of the Document are also expressly subordinate to the HUD/FHA Loan Documents. In the event of any contiict between the Document and the provisions of applicable Federal statutes, HUD mortgage insurance regulations, related HUD directives and administrative requirements, or HUD/FHA Loan Documents, the Federal statutes, HUD mortgage insurance regulations, related HUD directives and administrative requirements and HUD/FHA Loan Documents shall control, unless waived in writing by HUD with respect to the Project,

R-2 Failure on the part of the Owner to comply with the covenants contained in the Document shall not serve as the basis for default on any HUD-insured or HUD-held mortgage on the Project. Additionally, and notwithstanding any term or condition to the contrary in the Document or any of the Subordinate Lender's Loan Documents, no failure of the part of the Owner or its successors or assigns to comply with the covenants in the Mortgage Note, the HUD Mortgage, the HUD Regulatory Agreement, or any of the other HUD/FHA Loan Documents shall serve as a basis for the Subordinate Lender, its successors or assigns, or any other party acting by or through the rights provided therein, to declare a default under the Document or any of the Subordinate lender's Loan Documents or to exercise any other rights provided in the Subordinate Lender's Loan Documents, without the express written approval of the Senior Lender, or its successors and assigns to the HUD Mortgage, and HUD.

R-3 Compliance by the Owner with the provisions and covenants of the Document and enforcement of the provisions and covenants contained in the Document, including, but not limited to, any indemnitication provisions or covenants, will not and shall not result in any claim or lien against the Project, any asset of fhe Project, fhe proceeds of the Mortgage, any reserve, or deposit required by HUD in connection with the Mortgage transaction or the rents or other income from the Project, other than distributable "Surplus Cash" (as the term "Surplus Cash" is detined in the HUD Regulatory Agreement).

R-4 No amendment to the Document made after the date of the HUD initial endorsement of the Mortgage Note shall have any force or effect until and unless such amendment is approved in advance in writing by HUD. No amendment made after the aforesaid date to any HUD/FHA Loan Document shall be binding upon the Subordinate Lender unless the Subordinate Lender has consented thereto in writing.

R-5 Unless waived in writing by HUD with respect to the Project, any action which is prohibited or required by HUD pursuant to applicable Federal law, HUD regulations, HUD directives and administrative requirements or the HUD/FHA Loan Documents, shall supersede any contiicting provision of the Document; and the performance or failure to perform of the Owner in accordance with such laws, regulations, directives, administrative requirements or HUD/FHA Loan Documents shall not constitute an event of default under the Document.

R-6 So long as HUD is the insurer or holder of any mortgage on the Project or any indebtedness secured by a mortgage on the Project, the Owner shall not and is not permitted to pay any amount required to be paid under the provisions of the Document except from distributable Surplus Cash, as such term is detined in, and in accordance with the conditions prescribed in the HUD Regulatory Agreement unless specitically permitted in writing by HUD.

R-7 In the event of the appointment, by any court, of any person, other than HUD or Mortgagee, as a receiver, as a mortgagee or party in possession, or in the event of any enforcement of any assignment of leases, rents, issues, protits, or contracts contained in the Document, with or without court action, no rents, revenue or other income of the Project collected by the receiver, person in possession or person pursuing enforcement as aforesaid, shall be utilized for the payment of interest, principal or any other amount due and payable under the provisions of the Document, except from distributable Surplus Cash in accordance with the HUD Regulatory Agreement. The receiver, person in possession or person pursuing enforcement shall operate the Project in accordance with all provisions of the HUD/FHA Loan Documents.

R-8 A duplicate of each notice given, whether required or permitted to be given, under the provisions of the Document shall also be given to:

Department of Housing and Urban Development
77 West Jackson Boulevard
Chicago, IL 60604
Attention: Director of Multifamily Housing
Project No. 071-_____

HUD rhay designate any further or different addresses for such duplicate notices.

R-9 Notwithstanding anything in the Document to the contrary, the Owner and its successors and assigns may sell, convey, transfer, lease, sublease or encumber the Project or any part thereof provided it obtains the prior written consent of HUD to any such sale, conveyance, transfer, lease, sublease or encumbrance. The Owner may make application to HUD for approval of a Transfer of Physical Assets in accordance with HUD regulations, directives and policies. A duplicate copy of such application shall be served on the Subordinate Lender. Within 90 days after such service, the Subordinate Lender shall serve written notice of its approval of such transfer, or of its requirements for approval of such transfer, on HUD, the Mortgagee and the Owner. No such fransfer shall occur or be effective until the Subordinate Lender's requirements shall have been satisfied. In the event the Subordinate Lender fails to serve such notices on HUD, the Mortgagee and the Owner within said time, then any consent by HUD to such transfer shall be conclusively deemed to be the Subordinate Lender's prior written consent to such transfer and consummation of such fransfer shall not be a default under the Document.

R-10 The Owner's covenants contained in the Document shall automatically terminate in the event of a foreclosure or deed in lieu of foreclosure of any mortgage insured of held by HUD with respect to the Project, or any portion thereof. Upon such termination, the Subordinate Lender shall furnish to HUD such releases and other documentation as HUD shall deem necessary of convenient to contirm or evidence such termination.

R-11 Notwithstanding anything in the Document to the contrary, the provisions of this HUD-Required Rider are for the benefit and are enforceable by HUD and the Mortgagee.

SUBORDINATE LENDER:	OWNER:
CITY OF CHICAGO, an Illinois municipal corporation By:_____ _____, _____ Commissioner, Department of Housing and Economic Development	**COMMUNITY HOUSING PARTNERS XV, L.P.,** an Illinois limited partnership By: Chicago Community Development Corporation, an Illinois corporation, Managing General Partner By: _____ Anthony J. Fusco, Jr., President

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

Community Housing Partners XV L.P.

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. [x] the Applicant

   OR

2. [ ] a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: _____

   OR

3. [ ] a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: _____

B. Business address of the Disclosing Party: 36 South Wabash Avenue, Suite i3i0
Chicago, Illinois 60603

C. Telephone: [redacted] Fax: [redacted] Email: [redacted]

D. Name of contact person: Anthony J. Fusco, Jr.

E. Federal Employer Identification No. (if you have one): [redacted]

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):

Tax Increment aad bond financing for the project known as Hazel Winthrop Apartments and located at: 912 West Montrose, 852 West Sunnyside, 4813 West Winthrop, 4424-26 North Magnolia

G. Which City agency or department is requesting this EDS? Department of Housing and Economic Development

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # N/A and Contract # N/A

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

[ ] Person
[ ] Publicly registered business corporation
[ ] Privately held business corporation
[ ] Sole proprietorship
[ ] General partnership
[x] Limited partnership
[ ] Trust

[ ] Limited liability company
[ ] Limited liability partnership
[ ] Joint venture
[ ] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[ ] Yes [ ] No
[ ] Other (please specify)

_____

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

Illinois

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

[ ] Yes [ ] No [x] N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. NOTE: For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
Chicago Community Development Corporation	General Partner

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE**: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any apphcant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
Chicago Community Development Corporation	36 S. Wabash Ave., #1310 Chicago, IL 60603	.0051%
Voice of the People in Uptown, Inc.	4861 N. Kenmore, 1st Floor Chicago, IL 60640	.0049%
Enterprise	6340 Sugarloaf Pkwy., #380 Duluth, GA 30077	99.99%

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

[ ] Yes [X] No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.
Duane Morris LLP, [illegible]	190 S. LaSalle St. #3700 Chicago, IL 60603-3433	Attorney	$100,000
Burling Builders, Inc.	44 W. 60th St. Chicago, IL 60621	General Contractor	$2,300,000
Landon Bone Baker Architects	734 N. Milwaukee Ave. Chicago, IL 60642	Arhcitect	$150,000

(Add sheets if necessary)

[ ] Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

[ ] Yes [X] No [ ] No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

[ ] Yes [ ] No

B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows: (i) neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;

b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;

d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and

e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

3. The certifications in subparts 3, 4 and 5 concern:

• the Disclosing Party;
• any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
• any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
• any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;

b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or

d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

7. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

Not Applicable

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

[ ] is [X] is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

Not Applicable

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

[ ] Yes [X] No

NOTE: If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

[ ] Yes [ ] No

3. If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

__x_1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

____2. The Disclosing Party verifies that, as a result of conducting the search in step 1 above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

NOTE: If the **Matter** is federally funded, complete this Section VI. If the **Matter** is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the **Matter**: (Add sheets if necessary):

None

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the **Matter**.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the **Matter** and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

[x] Yes [ ] No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)
[ ] Yes [X] No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?
[ ] Yes [X] No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
[ ] Yes [X] No

If you checked "No" to question 1. or 2. above, please provide an explanation:
Not applicable. Entity formed for the sole purpose of purchasing the property known as the Hazel Winthrop Apartments.

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. **NOTE:** With respect to Matters subject to Article I of Chapter 1-23 of the Municipal Code (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

The Disclosing Party represents and warrants that:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U. S. General Services Administration.

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS and Appendix A (if applicable) on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS and Appendix A (if applicable) are true, accurate and complete as of the date furnished to the City.

Community Housing Partners XV L.P.
(Print or type name of Disclosing Party)

By: _____
(Sign here)

Anthony J. Fusco, Jr.
(Print or type name of person signing)

President, CHicago Community Development Corporation,
Managing General Partner of Disclosing Party/Applicant
(Print or type title of person signing)

Signed and sworn to before me on (date) 1/26/2011,
at Cook County, Illinois (state).

_____ Notary Public.

Commission expires: 6/15/14.

OFFICIAL SEAL
CAROLYN E GOLAB
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:06/15/14

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

[ ] Yes [x] No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

_____

_____

_____

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

Chicago Community Development Corporation

Check **ONE** of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. [ ] the Applicant

   OR

2. [X] a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: Community Housing Partners XV L.P.

   OR

3. [ ] a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: _____

B. Business address of the Disclosing Party: 36 South Wabash Avenue, Suite 1310

Chicago, Illinois 60603

C. Telephone: [redacted] Fax: [redacted] Email: [redacted]

D. Name of contact person: Anthony J. Fusco, Jr.

E. Federal Employer Identification No. (if you have one): [redacted]

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):

Tax Increment and bond financing for the project known as Hazel Winthrop Apartments and located at: 912 W. Montrose, 852 W. Sunnyside, 4813 N. Winthrop, 4424-26 N. Magnolia.

G. Which City agency or department is requesting this EDS? Department of Housing and Economic Devieopment

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # N/A and Contract # N/A

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

[ ] Person
[ ] Publicly registered business corporation
[X] Privately held business corporation
[ ] Sole proprietorship
[ ] General partnership
[ ] Limited partnership
[ ] Trust
[ ] Limited liability company
[ ] Limited liability partnership
[ ] Joint venture
[ ] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[ ] Yes [ ] No
[ ] Other (please specify)

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

Illinois

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

[ ] Yes [ ] No [X] N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. NOTE: For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
Anthony J. Fusco, Jr.	President, Sole Director

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE**: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
Anthony J. Fusco, Jr.	36 South Wabash Avenue, Suite 1310 Chicago, Illinois 60603	100%

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

[ ] Yes [X] No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.

(Add sheets if necessary)

[X] Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

[ ] Yes [X] No [ ] No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

[ ] Yes [ ] No

B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows: (i) neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;

b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;

d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and

e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

3. The certifications in subparts 3, 4 and 5 concern:

• the Disclosing Party;
• any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
• any "Affiliated Entity" (meaning a person or entity that, directly or indirecdy: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
• any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affihated Entity of a Contractor during the five years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;

b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or

d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

7. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

Not Applicable

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

[ ] is [X] is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

_____

_____

_____

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

[ ] Yes [X] No

NOTE: If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

[ ] Yes [ ] No

3. If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

__X__ 1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

____ 2. The Disclosing Party verifies that, as a result of conducting the search in step 1 above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

_____

_____

_____

_____

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

Not Applicable

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

[ ] Yes [X] No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)
[ ] Yes [ ] No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?
[ ] Yes [ ] No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
[ ] Yes [ ] No

If you checked "No" to question 1. or 2. above, please provide an explanation:

_____

_____

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. **NOTE:** With respect to Matters subject to Article I of Chapter 1-23 of the Municipal Code (imposing **PERMANENT INELIGIBILITY** for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

The Disclosing Party represents and warrants that:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U. S. General Services Administration.

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS and Appendix A (if applicable) on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS and Appendix A (if applicable) are true, accurate and complete as of the date furnished to the City.

Chicago Community Development Corporation
(Print or type name of Disclosing Party)

By: _____
(Sign here)

Anthony J. Fusco, Jr.
(Print or type name of person signing)

President
(Print or type title of person signing)

Signed and sworn to before me on (date) 1/26/2011,
at Cook County, Illinois (state).

_____ Notary Public.

Commission expires: 6/15/14.

OFFICIAL SEAL
CAROLYN E GOLAB
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:06/15/14

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

[ ] Yes [x] No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

_____

_____

_____

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

Hazel Winthrop NFP, an Illinois not for profit corporation

Check **ONE** of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. [ ] the Applicant

   OR

2. [X] a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicam in which the Disclosing Party holds an interest: CHICAGO HOUSING PARTNERS XV L.P.

   OR

3. [ ] a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: _____

B. Business address of the Disclosing Party: 4861 N. KENMORE AVENUE 1S
CHICAGO, IL 60640

C. Telephone: [redacted] Fax: [redacted] Email: [redacted]

D. Name of contact person: DEBRA CLAYBRON

E. Federal Employer Identification No. (if you have one): _____

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):

AN ALLOCATION OF TIF ASSISTANCE FROM THE WILSON YARDS AND LAWRENCE/BROADWAY DISTRICTS FOR HAZEL/ WINTHROP LOCATED AT 4426 N. MAGNOLIA,4813 N. WINTHROP,847 W. SUNNYSIDE/4509 N. HAZEL,912 w MONTROSE
30-UNITS

G. Which City agency or department is requesting this EDS? DEPT. OF HOUSING & ECONOMIC DEVELOPMENT

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

[ ] Person
[ ] Publicly registered business corporation
[ ] Privately held business corporation
[ ] Sole proprietorship
[ ] General partnership
[ ] Limited partnership
[ ] Trust
[ ] Limited liability company
[ ] Limited liability partnership
[ ] Joint venture
[X] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[ ] Yes [X] No
[ ] Other (please specify)

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

ILLINOIS

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

[ ] Yes [ ] No [X] N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. NOTE: For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

if the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
(SEE ATTACHED LIST OF DIRECTORS)	

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,

HAZEL WINTHROP NFP
BOARD OF DIRECTORS LIST
VOLUNTEER -NONCOMPENSATED
July 2010 – June 2011

1. **Frank Alschuler,** *President*
   Elected 1968
   Community Representative

2. **Andy Neilsen,** *Secretary*
   Elected March, 2010
   Community Representative

3. **Tawana Conner,** *Treasurer*
   Elected February 2004
   Tenant Representative

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE**: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
	N/A	

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this **EDS** is signed?

[ ] Yes [X] No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.
		N/A	

(Add sheets if necessary)

[X] Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

[ ] Yes [ ] No [X] No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

[ ] Yes [ ] No

B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article 1 ("Article 1")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows: (i) neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If Article 1 applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;

b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;

d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and

e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

3. The certifications in subparts 3, 4 and 5 concern:

• the Disclosing Party;
• any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
• any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
• any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;

b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or

d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

7. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

_____

_____

_____

_____

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

[ ] is [x] is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

_____

_____

_____

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

[ ] Yes [X] No

NOTE: If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

[ ] Yes [ ] No

3. If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

__x__1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

____2. The Disclosing Party verifies that, as a result of conducting the search in step 1 above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

_____

_____

_____

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

[ ] Yes [x] No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)
[ ] Yes [ ] No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?
[ ] Yes [ ] No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
[ ] Yes [ ] No

If you checked "No" to question 1. or 2. above, please provide an explanation:

_____

_____

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. **NOTE:** With respect to Matters subject to Article 1 of Chapter 1-23 of the Municipal Code (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

The Disclosing Party represents and warrants that:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U. S. General Services Administration.

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS and Appendix A (if applicable) on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS and Appendix A (if applicable) are true, accurate and complete as of the date furnished to the City.

Hazel Winthrop NFP

(Print or type name of Disclosing Party)

By: Frank S. Alschuler

(Sign here)

FRANK S. ALSCHULER

(Print or type name of person signing)

PRESIDENT

(Print or type title of person signing)

Signed and sworn to before me on (date) 1/26/2011,

at COOK County, ILLINOIS (state).

Patricia Daniels pd Notary Public.

Commission expires: 10-17-11.

OFFICIAL SEAL
PATRICIA DANIELS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:10/17/11

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

[ ] Yes [X] No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise natnre of such familial relationship.

_____

_____

_____

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

VOICE OF THE PEOPLE IN UPTOWN, INC.

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. [ ] the Applicant

   OR

2. [X] a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: Community Housing Partners XV L.P.

   OR

3. [ ] a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: _____

B. Business address of the Disclosing Party: 4861 N. KENMORE AVENUE 1S
CHICAGO, IL 60640

C. Telephone: [redacted] Fax: [redacted] Email: [redacted]

D. Name of contact person: DEBRA CLAYBRON

E. Federal Employer Identification No. (if you have one): [redacted]

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):

AN ALLOCATION OF TIF ASSISTANCE FROM THE WILSON YARDS AND LAWRENCE/BROADWAY DISTRICTS FOR HAZEL/ WINTHROP LOCATED AT 4426 N. MAGNOLIA,4813 N. WINTHROP,847 W. SUNNYSIDE/4509 N. HAZEL,912 w MONTROSE 30-UNITS

G. Which City agency or department is requesting this EDS? DEPT. OF HOUSING & ECONOMIC DEVELOPMENT

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

[ ] Person
[ ] Publicly registered business corporation
[ ] Privately held business corporation
[ ] Sole proprietorship
[ ] General partnership
[ ] Limited partnership
[ ] Trust
[ ] Limited liability company
[ ] Limited liability partnership
[ ] Joint venture
[X] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[X] Yes [ ] No
[ ] Other (please specify)

_____

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

ILLINOIS

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

[ ] Yes [ ] No [X] N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and tities of all executive officers and all directors of the entity. NOTE: For not-for-protit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
(SEE ATTACHED LIST OF DIRECTORS)	

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,

VOICE OF THE PEOPLE IN UPTOWN, INC.
BOARD OF DIRECTORS LIST
VOLUNTEER -NONCOMPENSATED
July 2010 – June 2011

1. **Frank Alschuler**, *President*

   Community Representative

2. **Andy Neilsen**, *Secretary*

   Community Representative

3. **Tawana Conner**, *Treasurer*

   Tenant Representative

4. **Mandie** *"Marlene"* **Barton**

   Tenant Representative

5. **Lisa Ortiz**

   Tenant Representative

6. **Mary Thompson**

   Tenant Representative

7. **Jennifer Jones**

   Community Representative

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE**: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
	N/A	

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

[ ] Yes [X] No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.
		N/A	

(Add sheets if necessary)

[ ] Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Mimicipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

[ ] Yes [ ] No [X] No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

[ ] Yes [ ] No

B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows: (i) neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some tive-year compliance timeframes in certifications 2 and 3 below.

2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

a. are not presentiy debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;

b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;

d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and

e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

3. The certifications in subparts 3, 4 and 5 concern:

• the Disclosing Party;
• any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
• any "Affiliated Entity" (meaning a person or entity that, directiy or indirectiy: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
• any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Aftiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five years before the date of such Contractor's or Affiliated Enfity's contract or engagement in connecfion with the Matter:

a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempfing to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local govemment in the United States of America, in that officer's or employee's official capacity;

b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competifion by agreement to bid a fixed price or otherwise; or

c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or

d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violafion of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nafionals List, the Denied Persons List, the Unverified List, the Enfity List and the Debarred List.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

7. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

_____

_____

_____

_____

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

[ ] is [x] is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our aftiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

_____

_____

_____

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

[ ] Yes [x] No

NOTE: If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

[ ] Yes [X] No

3. If you checked "Yes" to Item D.I., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

__x__1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

____2. The Disclosing Party verifies that, as a result of conducting the search in step 1 above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following coustitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

_____

_____

_____

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.I. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congrcss, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certitications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

[ ] Yes [X] No

If "Yes," answer the three questions below:

1. Have you developed and do you have on tile affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)
[ ] Yes [ ] No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable tiling requirements?
[ ] Yes [ ] No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
[ ] Yes [ ] No

If you checked "No" to question 1. or 2. above, please provide an explanation:

_____

_____

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Govemmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Intemet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Intemet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. **NOTE:** With respect to Matters subject to Article I of Chapter 1-23 of the Municipal Code (imposing **PERMANENT INELIGIBILITY** for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

The Disclosing Party represents and warrants that:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Aftiliated Entities delinquent in paying any tine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affihated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U. S. General Services Administration.

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS and Appendix A (if applicable) on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS and Appendix A (if applicable) are true, accurate and complete as of the date furnished to the City.

VOICE OF THE PEOPLE IN UPTOWN, INC

(Print or type name of Disclosing Party)

By: Frank S. Alschuler

(Sign here)

FRANK S. ALSCHULER

(Print or type name of person signing)

PRESIDENT

(Print or type title of person signing)

Signed and sworn to before me on (date) 12/17/2010,
at COOK County, ILLINOIS (state).

Patricia Daniels Notary Public.

Comniission expires: 10-17-11.

OFFICIAL SEAL
PATRICIA DANIELS
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:10/17/11

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

[ ] Yes [X] No

If yes, please identify below (I) the name and titie of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

_____

_____

_____

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

Near North Development Corporation

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. [ ] the Applicant
   OR
2. [X] a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: Community Housing Partners XV L.P.
   OR
3. [ ] a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: _____

B. Business address of the Disclosing Party: 1251 North Clybourn Avenue
Chicago, IL 60610

C. Telephone: [redacted] Fax: [redacted] Email: [redacted]

D. Name of contact person: Kelvin M. Strong

E. Federal Employer Identification No. (if you have one): [redacted]

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):
Tax Increment and bond financing for the project known as Hazel Winthrop Apartments and located at 912 W. Montrose, 852 W. Sunnyside, 4813 W. Winthrop and 4424 - 26 N. Magnolia.

G. Which City agency or department is requesting this EDS? Department of Housing and Economic Development

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # N/A and Contract # N/A

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

[ ] Person
[ ] Publicly registered business corporation
[ ] Privately held business corporation
[ ] Sole proprietorship
[ ] General partnership
[ ] Limited partnership
[ ] Trust
[ ] Limited liability company
[ ] Limited liability partnership
[ ] Joint venture
[X] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[X] Yes [ ] No
[ ] Other (please specify)

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

Illinois

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

[ ] Yes [ ] No [ ] N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. NOTE: For not-for-profit corporations, also list below all members, if any, wbich are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. NOTE: Each legal entity listed below must submit an EDS on its own behalf

Name	Titie
Elbert L. Greene	President / Director
Regina Stewart	Secretary / Treasurer / Director
Makeda London	Director
Gwendolyn Sims	Director

2. Please provide the following information conceming each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." NOTE: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional infonnation from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
None.		

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defmed in Chapter 2-156 of the Municipal Code, whh any City elected official in the 12 months before the date this EDS is signed?

[ ] Yes [X] No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attomey, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of tbe relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attomey, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "houriy rate" or "t.b.d." is not an acceptable response.

(Add sheets if necessary)

[X] Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

SECTION V – CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligadons by any Illinois court of competent Jurisdicdon?

[ ] Yes [ ] No [X] No person directly or indirectiy owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

[ ] Yes [ ] No

B. FURTHER CERTIFICATIONS

I. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Apphcant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows: (i) neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of govemment;

b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

c. are not presently indicted for, or criminally or civilly charged by, a govemmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;

d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and

e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions conceming environmental violations, instituted by the City or by the federal govemment, any state, or any other unit of local govemment.

3. The certifications in subparts 3, 4 and 5 concem:

• the Disclosing Party;
• any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
• any "Affiliated Entity" (meaning a person or entity that, directiy or indirectiy: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local govemment, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
• any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;

b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or

d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

7. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

N/A

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

[ ] is [X] is not

a "financial institution" as defmed in Section 2-32-455(b) of the Municipal Code.

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

_____

_____

_____

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defmed in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

[ ] Yes [X] No

NOTE: If you checked "Yes" to Item D.L, proceed to Items D.2. and D.3. If you checked "No" to Item D.L, proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

[ ] Yes [ ] No

3. If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

_X_ 1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

____2. The Disclosing Party verifies that, as a result of conducting the search in step 1 above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

None.

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following infonnation with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

[ ] Yes [X] No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affinnative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)
[ ] Yes [ ] No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Comphance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?
[ ] Yes [ ] No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
[ ] Yes [ ] No

If you checked "No" to question 1. or 2. above, please provide an explanation:

_____

_____

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to tbe Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Govemmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at www.citvofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Intemet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Intemet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to Article I of Chapter 1-23 of the Municipal Code (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

The Disclosing Party represents and warrants that:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U. S. General Services Administration.

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide tmthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS and Appendix A (if applicable) on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS and Appendix A (if applicable) are true, accurate and complete as of the date furnished to the City.

Near North Development Corporation
(Print or type name of Disclosing Party)

By: _____
(Sign here)

Elbert L. Greene
(Print or type name of person signing)

President
(Print or type title of person signing)

Signed and sworn to before me on (date) 1-28-11,
at COOK County, Illinois (state).

_____ Notary Public.

Commission expires: 2/18/14

OFFICIAL SEAL
ROSIE VAUGHN
Notary Public - State of Illinois
My Commission Expires Feb 18, 2014

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

[ ] Yes [✓] No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise natnre of such familial relationship.

_____

_____

_____

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

Enterprise Community Investment, Inc.

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. [ ] the Applicant
   OR
2. [X] a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: ***Community Housing Partners XV, L.P.***
   OR
3. [ ] a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: _____

B. Business address of the Disclosing Party: *10227 Wincopin Circle, Columbia, MD 21044-3400*

C. Telephone: [redacted] Fax: [redacted] Email: [redacted]

D. Name of contact person: ***Bruce Rothschild***

E. Federal Employer Identification No. (if you have one): [redacted]

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):

Enterprise Community Investment, Inc. is the intended syndicator of equity for the Hazel Winthrop Apartments development in Chicago, Illinois. Enterprise intends to invest $2,895,000 in the development. Enterprise will also be providing the credit enhancement for the bonds through the US Department of Housing and Urban Development.

G. Which City agency or department is requesting this EDS?***Housing and Economic Development***
If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:
Specification # _____*N/A*_____ and Contract # _____*N/A*_____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

[ ] Person
[ ] Publicly registered business corporation
[X] Privately held business corporation
[ ] Sole proprietorship
[ ] General partnership
[ ] Limited partnership
[ ] Trust
[ ] Limited liabiiity company
[ ] Limited liability partnership
[ ] Joint venture
[ ] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[ ] Yes [ ] No
[ ] Other (please specify)

_____

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

_____Maryland_____

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

[X] Yes [ ] No [ ] N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and tities of all executive officers and all directors of the entity. NOTE: For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liabiiity company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
See Exhibit A	
No Members	

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE**: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
Enterprise Community Partners, Inc.	*10227 Wincopin Circle, Columbia, MD 21044*	*100% Common Stock*

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

[ ] Yes [X] No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

_____

_____

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.

(Add sheets if necessary)

[*X*] Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

[ ] Yes [*X*] No [ ] No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

[ ] Yes [ ] No

B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows: (i) neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;

b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;

d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and

e. have nol, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

3. The certifications in subparts 3, 4 and 5 concern:

• the Disclosing Party;
• any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
• any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
• any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;

b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or

d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

7. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

_____*NONE*_____

_____

_____

_____

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

[ ] is [X] is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

N/A

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

[ ] Yes [X] No

NOTE: If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

[ ] Yes [*X*] No

3. If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

_*X*_1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

____2. The Disclosing Party verifies that, as a result of conducting the search in step 1 above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

_____*NONE*_____

_____

_____

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that **NO** persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

[ ] Yes [X] No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)
[ ] Yes [ ] No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?
[ ] Yes [ ] No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
[ ] Yes [ ] No

If you checked "No" to question 1. or 2. above, please provide an explanation:

_____

_____

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connectiou with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. **NOTE:** With respect to Matters subject to Article 1 of Chapter 1-23 of the Municipal Code (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

The Disclosing Party represents and warrants that:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U. S. General Services Administration.

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS and Appendix A (if applicable) on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS and Appendix A (if applicable) are true, accurate and complete as of the date furnished to the City.

Enterprise Community Investment, Inc. Date: February 2, 2011
(Print or type name of Disclosing Party)

By: _____
(Sign here)

Charles R. Warhane
(Print or type name of person signing)

President + CEO
(Print or type title of person signing)

Signed and sworn to before me on (date) February 2, 2011,
at Howard County, MD (state).

_____ Notary Public.

Commission expires: Jan 23, 2013.

MELISSA SLAYTON
Notary Public
Howard County
Maryland
My Commission Expires Jan 23, 2013

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix Is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

[ ] Yes [X] No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

_____

_____

_____

EXHIBIT A

SECTION II – DISCLOSURE OF OWNERSHIP INTERESTS

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1.a. List below the full names and titles of all executive officers and all directors of the entity. For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

DIRECTORS

Name	Title
Bill Beckmann	Trustee
Richard O. Berndt, Esq.	Trustee
Barry Curtis	Trustee
W. Kimball Griffith	Trustee
Ronald Grzywinski	Trustee
Arlene Isaacs-Lowe	Trustee
David D. Leopold	Trustee
Terri L. Ludwig	Trustee
Mary K. Reilly	Trustee
Lee Rosenberg	Trustee
Patricia T. Rouse	Trustee
Tony M. Salazar	Trustee
J. Ronald Terwilliger	Trustee
Thomas J. Watt	Trustee
Charles R. Werhane	Trustee
Thomas W. White	Trustee
Jaime E. Yordan	Trustee

OFFICER

Charles R. Werhane	President & CEO
Bruce Rothschild	Senior Vice President & General Counsel

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

Enterprise Community Partners, Inc.

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. [ ] the Applicant
   OR
2. [*X*] a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: ***Community Housing Partners XV L.P.***
   OR
3. [ ] a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: _____

B. Business address of the Disclosing Party: *10227 Wincopin Circle, Columbia, MD 21044-3400*

C. Telephone: [redacted] Fax: [redacted] Email: [redacted]

D. Name of contact person: ***Bruce Rothschild***

E. Federal Employer Identification No. (if you have one): [redacted]

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):

Enterprise Community Investment, Inc. is the intended syndicator of equity for the Hazel Winthrop Apartments development in Chicago, Illinois. Enterprise intends to invest $2,895,000 in the development. Enterprise will also be providing the credit enhancement for the bonds through the US Department of Housing and Urban Development.

G. Which City agency or department is requesting this EDS? ***Housing and Economic Development***
If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:
Specification # _____*N/A*_____ and Contract # _____*N/A*_____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

[ ] Person
[ ] Publicly registered business corporation
[] Privately held business corporation
[ ] Sole proprietorship
[ ] General partnership
[ ] Limited partnership
[ ] Trust
[ ] Limited liabiiity company
[ ] Limited liabiiity partnership
[ ] Joint venture
[*X*] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[*X*] Yes [ ] No
[ ] Other (please specify)

_____

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

_____Maryland_____

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

[*X*] Yes [ ] No [ ] N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. NOTE: For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liabiiity company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name Title

_____***See Exhibit A***_____

_____***No Members***_____

_____

_____

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE**: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
	N/A	

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

[ ] Yes [*X*] No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on bchalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) **NOTE:** "hourly rate" or "t.b.d." is not an acceptable response.

(Add sheets if necessary)

[*X*] Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Itlinois court of competent jurisdiction?

[ ] Yes [*X*] No [ ] No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

[ ] Yes [ ] No

B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows: (i) neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and (ii) the Applicant understands and acknowtedges that comptiance with Articte I is a continuing requirement for doing business with the City. NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;

b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;

d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and

e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

3. The certifications in subparts 3, 4 and 5 concern:

• the Disclosing Party;
• any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
• any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
• any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;

b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or

d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

7. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

_____*NONE*_____

_____

_____

_____

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

[ ] is [X] is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipat Code.

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

N/A

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

[ ] Yes [X] No

NOTE: If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

[ ] Yes [*X*] No

3. If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

_*X*_1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

____2. The Disclosing Party verifies that, as a result of conducting the search in step 1 above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Malter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or eniities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Parly wilh respect to the Matter: (Add sheets if necessary):

N/A

(If no explanation appears or begins on the lines above, or if the lelters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that **NO** persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will nol expend any federally appropriated funds lo pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to infiuence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congrcss, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or lo extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forlh in paragraphs A.1. and A.2. above.

4. The Disclosing Party certifies that either: (i) il is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Parly must maintain all such subcontractors' cerlificalions for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

[ ] Yes [X] No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)
[ ] Yes [ ] No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?
[ ] Yes [ ] No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
[ ] Yes [ ] No

If you checked "No" to question 1. or 2. above, please provide an explanation:

_____

_____

SECTION VH -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. **NOTE:** With respect to Matters subject to Article I of Chapter 1-23 of the Municipal Code (imposing **PERMANENT INELIGIBILITY** for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

The Disclosing Party represents and warrants that:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U. S. General Services Administration.

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS and Appendix A (if applicable) on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS and Appendix A (if applicable) are true, accurate and complete as of the date furnished to the City.

Enterprise Community Partners, Inc. Date: 1 Feb '11
(Print or type name of Disclosing Party)

By: _____
(Sign here)

Faith E. Thomas
(Print or type name of person signing)

Senior Vice President + General Counsel
(Print or type title of person signing)

Signed and sworn to before me on (date) February 1, 2011,
at Howard County, Maryland (state).

Julie A. Brenneman Notary Public.

Commission expires: 4/1/11.

JULIE BRENNEMAN
NOTARY PUBLIC
HOWARD COUNTY
MARYLAND
My Commission Expires Apr. 01. 2011

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

[ ] Yes [X] No

If yes, please identify below (1) the name and titie of such person, (2) the name of the legal entity to which such person is comected; (3) the name and titie of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

_____

_____

_____

EXHIBIT A

SECTION II – DISCLOSURE OF OWNERSHIP INTERESTS

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

La. List below the full names and titles of all executive officers and all directors of the entity. For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

DIRECTORS

Name	
Priscilla Almodovar	Trustee
Gregory A. Baer	Trustee
Maria F. Barry	Trustee
Bill Beckmann	Trustee
Jospeh E. Brown	Trustee
Raymond R. Christman	Trustee
Richard A.C. Coles	Trustee
Sheila Crowley	Trustee
Adam R. Flatto	Trustee
Dora Leong Gallo	Trustee
Alicia Glen	Trustee
Ronald Grzywinski	Trustee
Enrico (Rick) Lazio	Trustee
Terri L. Ludwig	Trustee
Donna Milrod	Trustee
Edward Norton	Trustee
Carol J. Parry	Trustee

Franklin D. Raines	
Nicholas P. Retsinas	Trustee
Jonathan F.P. Rose	Trustee
Michael J. Roth	Trustee
Patricia T. Rouse	Trustee
Tony M. Salazar	Trustee
Michael Slocum	Trustee
J. Ronald Terwilliger	Trustee
Charles R. Werhane	Trustee
Reginald Wiliiams	Trustee
Jaime E. Yordán	Trustee
Barry Zigas	Trustee
	Trustee

OFFICERS

Terri Ludwig	President and CEO
Faith Thomas	Senior Vice President and General Counsel

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

Gardner Rich, LLC

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. [x] the Applicant
   OR
2. [ ] a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: _____
   OR
3. [ ] a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: _____

B. Business address of the Disclosing Party: 401 South Financial Place
Chicago, IL 60605

C. Telephone: [redacted] Fax: [redacted] Email: [redacted]

D. Name of contact person: Curtis Speurs

E. Federal Employer Identification No. (if you have one): [redacted]

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):

City of Chicago Hazel Winthrop Apartments Bond Financing

G. Which City agency or department is requesting this EDS? Department of Housing and Economic Development

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

[ ] Person
[ ] Publicly registered business corporation
[ ] Privately held business corporation
[ ] Sole proprietorship
[ ] General partnership
[ ] Limited partnership
[ ] Trust

[x] Limited habihty company
[ ] Limited liability partnership
[ ] Joint venture
[ ] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[ ] Yes [ ] No
[ ] Other (please specify)

_____

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

State of Illinois

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

[ ] Yes [ ] No [X] N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

I. List below the full names and titles of all executive officers and all directors of the entity. NOTE: For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For tmsts, estates or other similar entities, list below the legal titieholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and titie of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. NOTE: Each legal entity listed below must submit an EDS on its own behalfi

Name	Title
Christopher P. Gardner	Chief Executive Officer

2. Please provide the following information conceming each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE**: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
Christopher P. Gardner	401 South Financial Place Chicago, IL 60605	100%

SECTION III – BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

[ ] Yes [X] No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV – DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.

(Add sheets if necessary)

[x] Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

[ ] Yes [X] No [ ] No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

[ ] Yes [X] No

B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows: (i) neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;

b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;

d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and

e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

3. The certifications in subparts 3, 4 and 5 concern:

• the Disclosing Party;
• any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
• any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
• any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;

b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or

d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

7. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

None

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

[X] is [ ] is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

None

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

[ ] Yes [X] No

NOTE: If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

[ ] Yes [ ] No

3. If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest
None		

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

_X_ 1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

____ 2. The Disclosing Party verifies that, as a result of conducting the search in step I above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

None

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

NOTE: If the **Matter** is federally funded, complete this Section VI. If the **Matter** is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the **Matter**: (Add sheets if necessary):

None

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the **Matter**.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the **Matter** and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

[X] Yes [ ] No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)
[X] Yes [ ] No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?
[X] Yes [ ] No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
[X] Yes [ ] No

If you checked "No" to question 1. or 2. above, please provide an explanation:

_____

_____

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the apphcable ordinances.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Intemet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the pubhc on the Intemet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to Article I of Chapter 1-23 of the Municipal Code (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

The Disclosing Party represents and warrants that:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U. S. General Services Administration.

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.I. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS and Appendix A (if applicable) on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS and Appendix A (if applicable) are true, accurate and complete as of the date furnished to the City.

Gardner Rich, LLC
(Print or type name of Disclosing Party)

By: _____
(Sign here)

Curtis Spears
(Print or type name of person signing)

President
(Print or type titie of person signing)

Signed and sworn to before me on (date) Febuary-01-2011,
at Cook County, Illinois (state).

Amanda Martinez Notary Public.

Commission expires: July-19-2014.

"OFFICIAL SEAL"
AMANDA MARTINEZ
Notary Public, State of Illinois
My Commission Expires July 19, 2014

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

[ ] Yes [X] No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

_____

_____

_____

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

SEAWAY BANK AND TRUST COMPANY

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. [X] the Applicant
   OR
2. [ ] a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: _____
   OR
3. [ ] a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: _____

B. Business address of the Disclosing Party: 645 EAST 87TH STREET
CHICAGO, IL 60619

C. Telephone: [redacted] Fax: [redacted] Email: [redacted]

D. Name of contact person: RICHARD S. ABRAMS

E. Federal Employer Identification No. (if you have one): [redacted]

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):

CITY OF CHICAGO MULTIFAMILY HOUSING REVENUE BONDS (HAZEL WINTHROP PROJECT) SERIES 2011

G. Which City agency or department is requesting this EDS? DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

[ ] Person
[ ] Publicly registered business corporation
[X] Privately held business corporation
[ ] Sole proprietorship
[ ] General partnership
[ ] Limited partnership
[ ] Trust
[ ] Limited liability company
[ ] Limited liability partnership
[ ] Joint venture
[ ] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[ ] Yes [ ] No
[ ] Other (please specify)

_____

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

ILLINOIS

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

[X] Yes [ ] No [ ] N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. NOTE: For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
JACOBY DICKENS	CHAIRMAN OF THE BOARD
WALTER E. GRADY	PRESIDENT AND CHIEF EXECUTIVE OFFICER
RICHARD S. ABRAMS	EXECUTIVE VICE PRESIDENT & CHIEF OPERATING OFFICER
WILLIAM BATES, JR.	EXECUTIVE VICE PRESIDENT & GENERAL COUNSEL

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE**: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
SEAWAY BANCSHARES, INC	645 EAST 87TH STREET CHICAGO, IL 60619	100%

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

[x] Yes [ ] No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

EDWARD BURKE OF THE LAW FIRM KLAFTER AND BURKE, REGARDING REAL ESTATE TAXES.

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.
NEAL & LEROY, LLC	203 N. LASALLE STREET CHICAGO, ILLINOIS 60601	COUNSEL	$3,000.00(ESTIMATED)

(Add sheets if necessary)

[ ] Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

[ ] Yes [X] No [ ] No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

[ ] Yes [ ] No

B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows: (i) neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If Article 1 applies to the Applicant, the permanent compliance timeframe in Article 1 supersedes some five-year compliance timeframes in certifications 2 and 3 below.

2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;

b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;

d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and

e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

3. The certifications in subparts 3, 4 and 5 concern:

• the Disclosing Party;
• any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
• any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
• any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

• any responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Applicable Party, nor any Affiliated Entity of either the Disclosing Party or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter:

a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;

b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or

d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

3. Neither the Disclosing Party, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

4. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

5. The Disclosing Party understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;

b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or

d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List; the Unverified List, the Entity List and the Debarred List.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

7. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

_____

_____

_____

_____

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

[X] is [ ] is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

_____

_____

_____

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

[ ] Yes [X] No

NOTE: If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

[ ] Yes [ ] No

3. If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

_X_ 1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

____2. The Disclosing Party verifies that, as a result of conducting the search in step 1 above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

_____

_____

_____

(if no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

[X] Yes [ ] No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)
[XX] Yes [ ] No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?
[XX] Yes [ ] No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
[XX] Yes [ ] No

If you checked "No" to question 1. or 2. above, please provide an explanation:

_____

_____

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. **NOTE:** With respect to Matters subject to Article 1 of Chapter 1-23 of the Municipal Code (imposing **PERMANENT INELIGIBILITY** for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

The Disclosing Party represents and warrants that:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U. S. General Services Administration.

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS and Appendix A (if applicable) on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS and Appendix A (if applicable) are true, accurate and complete as of the date furnished to the City.

SEAWAY BANK AND TRUST COMPANY
(Print or type name of Disclosing Party)

By: _____
(Sign here)

RICHARD S. ABRAMS
(Print or type name of person signing)

EXECUTIVE VICE PRESIDENT & CHIEF OPERATING OFFICER
(Print or type title of person signing)

Signed and sworn to before me on (date) 1/28/2011,
at Cook County, IL (state).

Gail Bahar Notary Public.

Commission expires: 09/01/2013

OFFICIAL SEAL
GAIL BAHAR
Notary Public - State of Illinois
My Commission Expires Sep 01, 2013

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to he completed by any legal entity which has only an indirect ownership interest in the Applieant.

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof curtently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership imerest in tne Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

[ ] Yes [X] No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

_____

_____

_____

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

SEAWAY BANCSHARES, INC.

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. [ ] the Applicant

   OR

2. [X] a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: SEAWAY BANK AND TRUST COMPANY

   OR

3. [ ] a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: _____

B. Business address of the Disclosing Party: 645 EAST 87TH STREET
CHICAGO, IL 60619

C. Telephone: [redacted] Fax: [redacted] Email: [redacted]

D. Name of contact person: RICHARD S. ABRAMS

E. Federal Employer Identification No. (if you have one): [redacted]

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):

CITY OF CHICAGO MULTIFAMILY HOUSING REVENUE BONDS (HAZEL WINTHROP PROJECT) SERIES 2011

G. Which City agency or department is requesting this EDS? DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

[ ] Person
[ ] Publicly registered business corporation
[X] Privately held business corporation
[ ] Sole proprietorship
[ ] General partnership
[ ] Limited partnership
[ ] Trust
[ ] Limited liability company
[ ] Limited liability partnership
[ ] Joint venture
[ ] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[ ] Yes [ ] No
[ ] Other (please specify)

_____

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

ILLINOIS

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

[X] Yes [ ] No [ ] N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. NOTE: For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
JACOBY DICKENS	CHAIRMAN OF THE BOARD
WALTER E. GRADY	PRESIDENT AND CHIEF EXECUTIVE OFFICER
RICHARD S. ABRAMS	EXECUTIVE VICE PRESIDENT & CHIEF OPERATING OFFICER
WILLIAM BATES, JR.	EXECUTIVE VICE PRESIDENT & GENERAL COUNSEL

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,

interest of a member or manager in a limited liabiiity company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE**: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
JACOBY DICKENS	645 EAST 87TH STREET	43.773%
WALTER E. GRADY	645 EAST 87TH STREET	11.679%
PAUL J. MONIES	9220 S. MICHIGAN AVE	22.984%

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

[X] Yes [ ] No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):
EDWARD BURKE OF THE LAW FIRM KLAFTER & BURKE REGARDING REAL ESTATE TAXES.

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to infiuence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) **NOTE:** "hourly rate" or "t.b.d." is not an acceptable response.

(Add sheets if necessary)

[X] Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

[ ] Yes [X] No [ ] No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

[ ] Yes [ ] No

B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows: (i) neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;

b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;

d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and

e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

3. The certifications in subparts 3, 4 and 5 concern:

• the Disclosing Party;
• any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
• any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
• any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;

b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or

d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

7. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

_____

_____

_____

_____

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

[X] is [ ] is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

_____

_____

_____

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

[ ] Yes [X] No

NOTE: If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

[ ] Yes [ ] No

3. If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

_x_ 1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

____2. The Disclosing Party verifies that, as a result of conducting the search in step 1 above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

_____

_____

_____

_____

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

_____

_____

_____

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.t. above for his or her lobbying activities or to pay any person or entity to infiuence or attempt to infiuence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congrcss, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

[ ] Yes [X] No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)
[ ] Yes [ ] No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?
[ ] Yes [ ] No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
[ ] Yes [ ] No

If you checked "No" to question 1. or 2. above, please provide an explanation:

_____

_____

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to Article I of Chapter 1-23 of the Municipal Code (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

The Disclosing Party represents and warrants that:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U. S. General Services Administration.

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS and Appendix A (if applicable) on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS and Appendix A (if applicable) are true, accurate and complete as of the date furnished to the City.

SEAWAY BANCSHARES, INC
(Print or type name of Disclosing Party)

By: _____
(Sign here)

RICHARD S. ABRAMS
(Print or type name of person signing)

EXECUTIVE VICE PRESIDENT & CHIEF OPERATING OFFICER
(Print or type title of person signing)

Signed and sworn to before me on (date) 01/28/2011,
at Cook County, IL (state).

_____ Notary Public.

Commission expires: 09/01/2013

OFFICIAL SEAL
GAIL BAHAR
Notary Public - State of Illinois
My Commission Expires Sep 01, 2013

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Parry or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

[ ] Yes [X] No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

Greenberg Traurig, LLP

Check **ONE** of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. [X] the Applicant

   OR

2. [ ] a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: _____

   OR

3. [ ] a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: _____

B. Business address of the Disclosing Party: 77 West Wacker Drive, Suite 3100
Chicago, IL 60601

C. Telephone: [redacted] Fax: [redacted] Email: [redacted]

D. Name of contact person: Matthew R. Lewin

E. Federal Employer Identification No. (if you have one): 31-1814741

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):

Acting as Bond Counsel in connection with the City of Chicago Multi-Family Housing Revenue Bonds (Hazel Winthrop Apartments Project) Series 2011.

G. Which City agency or department is requesting this EDS? Housing and Economic Development

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

[ ] Person
[ ] Publicly registered business corporation
[ ] Privately held business corporation
[ ] Sole proprietorship
[ ] General partnership
[ ] Limited partnership
[ ] Tmst

[ ] Limited liability company
[X] Limited liability partnership
[ ] Joint venture
[ ] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[ ] Yes [ ] No
[ ] Other (please specify)

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

Greenberg Traurig, LLP was organized as a limited liability partnership in 2000. The partnership includes Greenberg Traurig, P.A. (a Florida corporation incorporated in 1969) and Greenberg Traurig of New York, P.C. (incorporated in 1994).

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

[X] Yes [ ] No [ ] N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. NOTE: For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titieholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. NOTE; Each legal entity listed below must submit an EDS on its own behalf.

Name Title

Greenberg Traurig's Executive Officers are Cesar L. Alvarez, Executive Chairman; Larry J. Hoffman, Chairman; Richard A. Rosenbaum, Chief Executive Officer; Matthew Gorson, President; and Richard G. Garrett, Vice President and Chief Legal Officer.

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE**: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
None		

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

[ ] Yes [x] No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

_____

_____

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.
None			

(Add sheets if necessary)

[X] Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

[ ] Yes [ ] No [X] No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

[ ] Yes [ ] No

B. FURTHER CERTIFICATIONS Please see Attachment A for clarification.

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows: (i) neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS: Please see Attachment A for clarification.

a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;

b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;

d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and

e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

3. The certifications in subparts 3, 4 and 5 concern:

• the Disclosing Party;
• any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
• any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
• any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affihated Entity of a Contractor during the five years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local govemment in the United States of America, in that officer's or employee's official capacity;

b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or

d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

Please see Attachment A for clarification.

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local govemment as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Govemmental Ethics) of the Municipal Code.

7. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

Please see Attachment A for clarifications.

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

[ ] is [X] is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning df Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

_____

_____

_____

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

[ ] Yes [X] No

NOTE: If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

[ ] Yes [X] No

3. If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

X 1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance pohcies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

____2. The Disclosing Party verifies that, as a result of conducting the search in step 1 above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

None

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay ahy person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Intemal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

Please see Attachment A for clarification.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

[X] Yes [ ] No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)
[ ] Yes [X] No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?
[ ] Yes [X] No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
[ ] Yes [X] No

If you checked "No" to question 1. or 2. above, please provide an explanation:
Please see Attachment A for clarifications.

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at www.citvofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St,, Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Intemet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. **NOTE:** With respect to Matters subject to Article I of Chapter 1-23 of the Municipal Code (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

The Disclosing Party represents and warrants that:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U. S. General Services Administration.

F.3 If the Disclosing Party is the Apphcant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide tmthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS and Appendix A (if applicable) on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS and Appendix A (if applicable) are true, accurate and complete as of the date furnished to the City.

Greenberg Traurig, LLP
(Print or type name of Disclosing Party)

By: _____
(Sign here)

Matthew R. Lewin
(Print or type name of person signing)

Shareholder
(Print or type title of person signing)

Signed and sworn to before me on (date) January 25, 2011,
at Cook County, Illinois (state).

_____ Notary Public.

Commission expires: 6/11/2013.

OFFICIAL SEAL
JON C. SIMS
Notary Public - State of Illinois
My Commission Expires Jun 11, 2013

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof cmrentiy has a "famihal relationship" with any elected city official or department head. A "famihal relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief fmancial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currentiy have a "famihal relationship" with an elected city official or department head?

[ ] Yes [X] No

If yes, please identity below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and titie of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

_____

_____

_____

CITY OF CHICAGO
ECONOMIC AND DISCLOSURE STATEMENT
AND AFFIDAVIT
GREENBERG TRAURIG ATTACHMENT A

Please see our responses below with respect to Section V. B. on page 4 of the EDS.

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Apphcant should consult for defmed terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows: (i) neither the Applicant nor any controlling person is currentiy indicted or charged with, or has admitted guill of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and (ii) the Applicant understands and acknowledges that comphance with Article I is a continuing requirement for doing business with the City. NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year comphance timeframes in certifications 2 and 3 below.

After due inquiry, to the best of our knowledge, neither the firm, nor any current member of the team providing services in this Matter or any individual listed in Section II.B.1., is currentiy indicted or charged with, or has admitted gullt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency.

2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

a. are not presently debarred, suspended, proposed for debarment, declared inehgible or voluntarily excluded from any transactions by any federal, state or local unit of govemment;

After due inquiry, to the best of our knowledge, neither the firm, nor any current member of the team providing services in this Matter or any individual listed in Section II.B.1., is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government.

b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitmst statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destmction of records; making false statements; or receiving stolen property;

CITY OF CHICAGO
ECONOMIC AND DISCLOSURE STATEMENT
AND AFFIDAVIT
GREENBERG TRAURIG ATTACHMENT A

After due inquiry, to the best of our knowledge, neither the firm, nor any current member of the team providing services in this Matter or any individual listed in Section II.B.1. has, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property.

c. are not presently indicted for or otherwise criminally or civilly charged by a govemmental entity (federal, state or local) with commission of any of the offenses enumerated in clause B.2.b. of this Section V;

After due inquiry, to the best of our knowledge, neither the firm nor any current member of the team providing services in this Matter or any individual listed in Section II.B.1. is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause B.2.b. of this Section V.

d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or defauh; and

After due inquiry, to the best of our knowledge, neither Greenberg Traurig nor any individual listed in Section II.B.1. has, within a five-year period preceding the date of this EDS, had a public transaction terminated for cause or default. In a spirit of broad disclosure in connection with our work for public entities, we previously made the City aware that in 2009 a client relationship with the South Florida Transportation Authority ended due to what the Authority perceived to be a conflict of interest. In addition, we were recently made aware that the Village of Calumet Park, Illinois, terminated its relationship with the firm due to issues surrounding its representation by one of our former shareholders, Mark J. McCombs.

e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions conceming environmental violations, instituted by the City or by the federal govemment, any state, or any other unit of local govemment.

After due inquiry, to the best of our knowledge, neither the firm nor any current member of the team providing services in this Matter or any individual listed in Section U.B.I. has, within a five-year period preceding the date of tbis EDS, been convicted, adjudged guilty, or found liable in a civli proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

CITY OF CHICAGO
ECONOMIC AND DISCLOSURE STATEMENT
AND AFFIDAVIT
GREENBERG TRAURIG ATTACHMENT A

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either tiie Disclosing Party or any Contractor nor any Agents have, during the five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

3.a. We make this certification on behalf of the Firm as an entity, any Affiliates or Agents of the Firm, the current members of the team providing services in this Matter and the individuals listed in Section II.B.1.

3.d. We make this certification on behalf of Greenberg Traurig's Chicago office.

Please see our response below with respect to Section VI. of the EDS.

VI.A.5. As indicated in our response to Section IV, we do not intend to subcontract services in connection with this Matter and therefore this does not apply.

VLB. It is express policy of Greenberg Traurig, LLP to provide equal employment opportunity in all aspects of employer-employee relationship, including recmiting, hiring, promoting, training, compensation, benefits, transfers, discipline, layoff, recall and all privileges and conditions of employment. The firm will not unlawfully discriminate on any basis proscribed by applicable federal, state or local law or ordinance or regulation in the areas of race, color, creed, sex, gender, gender identity or expression, religion, national origin, marital status, pregnancy, sexual orientation, childbirth, veteran status, ancestry, age and disability. The firm maintains both a firm wide "Statement of Equal Opportunity Policy" and a "Voluntary Affirmative Action Pohcy", which we will provide upon request.

Please take note, however, that nothing in our response is intended, or shall be constmed, to cause Greenberg Traurig, LLP to be classified, either directly or indirectiy, as a contractor or subcontractor of the federal govemment or any agency or sub-agency thereof It is the position of the firm that, consequentiy, it is not subject to federal contracting and/or related requirements, including those related to equal employment opportunity and affirmative action. Further, nothing in our response is intended, or shall be constmed, to cause Greenberg Traurig, LLP to be classified, either directly or indirectly, as a contractor or subcontractor of a state, state agency, political subdivision of a state, or any locality, subject to similar state or local affirmative action or equal employment opportunity obligations.

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

GONAZALEZ, SAGGIO & HARLAN, LLC

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. [X] the Applicant

   OR

2. [ ] a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: _____

   OR

3. [ ] a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: _____

B. Business address of the Disclosing Party: **Two Prudential Plaaa, Suite 4525**
180 N. Stetson, Chicago, IL 60601

C. Telephone: [redacted] Fax: [redacted] Email: [redacted]

D. Name of contact person: **Timothy W. Wright, in**

E. Federal Employer Identification No. (if you have one): [redacted]

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):

Hazel-Winthrop Development Multi-Family Housing Transaction Revenue Bonds (Series 2011A and Series 2011B)

G. Which City agency or department is requesting this EDS? **Housing and Economic Development**

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

[ ] Person
[ ] Publicly registered business corporation
[ ] Privately held business corporation
[ ] Sole proprietorship
[ ] General partnership
[ ] Limited partnership
[ ] Trust

[X] Limited liability company
[ ] Limited liability partnership
[ ] Joint venture
[ ] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[ ] Yes [ ] No
[ ] Other (please specify)

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

Illinois

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

[ ] Yes [ ] No [X] N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. NOTE: For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
Timothy W. Wright, III	Co-managing Member
Elizabeth McDuffie	Co-managing Member

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,

interest of a member or manager in a limiled liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE**: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
Timothy W. Wright III	**180 N. Stetson, Chicago, IL**	**26%**
Elizabeth McDuffie	**180 N. Stetson, Chicago, IL**	**26%**
Gerardo Gonzalez	**225 E. Michigan, Milwaukee, WI**	**16%**
David Saggio	**225 E. Michigan, Milwaukee, WI**	**16%**
Emery Harlan	**225 E. Michigan, Milwaukee, WI**	**16%**

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

[ ] Yes [X] No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.

(Add sheets if necessary)

[X] Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

[ ] Yes [X] No [ ] No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

[ ] Yes [ ] No

B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows: (i) neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If Article 1 applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

a. are not presentiy debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;

b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a pubhc transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;

d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and

e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

3. The certifications in subparts 3, 4 and 5 concern:

• the Disclosing Party;
• any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
• any "Affiliated Entity" (meaning a person or entity that, directiy br indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Contractors, the term Affiliated Entity means a person or entity that directiy or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
• any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;

b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or

d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

7. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

N/A

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

[ ] is [x] is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

N/A

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING INTEREST IN CITY BUSfNESS

Any words or terms that are defmed in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

[ ] Yes [x] No

NOTE: If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

[ ] Yes [X] No

3. If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

x 1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and ali predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

____2. The Disclosing Party verifies that, as a result of conducting the search in step 1 above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VIL For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

None

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

[x] Yes [ ] No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)
[ ] Yes [x] No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?
[ ] Yes [x] No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
[ ] Yes [x] No

If you checked "No" to question I. or 2. above, please provide an explanation:
The federal regulations do not apply as we do not have a contract of $50,000 or more and we do not have 50 or more employees

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at www.citvofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to tbe public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. **NOTE:** With respect to Matters subject to Article 1 of Chapter 1-23 of the Municipal Code (imposing **PERMANENT INELIGIBILITY** for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

The Disclosing Party represents and warrants that:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U. S. General Services Administration.

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS and Appendix A (if applicable) on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS and Appendix A (if applicable) are tme, accurate and complete as of the date furnished to the City.

Gonzalez, Saggio and Harlan, LLC

(Print or type name of Disclosing Party)

By: _____
(Sign here)

Timothy W. Wright, III

(Print or type name of person signing)

Co-managing Partner

(Print or type title of person signing)

Signed and swom to before me on (date) January 28, 2011
at Cook County, Illinois (state).

Renee M. Cobbs Notary Public.

Commission expires: 11-18-2014

OFFICIAL SEAL
RENEE M. COBBS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-18-2014

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currentiy has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

[ ] Yes [x] No

If yes, please identify below (1) the name and titie of such person, (2) the name of the legal entity to which such person is connected; (3) the name and titie of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

_____

_____

_____

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

Merrill Lynch, Pierce, Fenner & Smith Incorporated

Check **ONE** of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. [X] the Applicant

   OR

2. [ ] a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: _____

   OR

3. [ ] a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: _____

B. Business address of the Disclosing Party: 4 World Financial Center, New York, NY 10080
c/o 222 N. LaSalle, 18th Fl, Chicago, IL 60601

C. Telephone: [redacted] Fax: [redacted] Email: [redacted]

D. Name of contact person: Susan Jun

E. Federal Employer Identification No. (if you have one): [redacted]

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):

Multifamily Housing Revenue Bonds (Hazel Winthrop Apartments)
2011 Series A and 2011 Series B (4509 N. Hazel/852 w. Sunnyside,
912 W. Montrose, 4426 N. Magnolia, and 4813 N. Winthrop)

G. Which City agency or department is requesting this EDS? Dept. of Housing and Economic Development

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

[ ] Person
[ ] Publicly registered business corporation
[x] Privately held business corporation
[ ] Sole proprietorship
[ ] General partnership
[ ] Limited partnership
[ ] Trust
[ ] Limited liability company
[ ] Limited liability partnership
[ ] Joint venture
[ ] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[ ] Yes [ ] No
[X] Other (please specify) wholly owned subsidiary of publicly registered business corporation

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

Delaware

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

[x] Yes [ ] No [ ] N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. NOTE: For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
Please see attached list.	

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE**: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
Merrill Lynch & Co., Inc.	100 N. Tryon St. Charlotte, NC 28255	100%
Bank of America Corporation	100 N. Tryon St. Charlotte, NC 28255	100%

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

[ ] Yes [X] No Please see attachment

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.
Gonzalez, Saggio and Harlan, LLC	Two Prudential Plaza 180 N. Stetson Ave. Suite 4525 Chicago, IL 60601	Attorney (underwriters' counsel)	$40,000 (estimated)

(Add sheets if necessary)

[ ] Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

[ ] Yes [ ] No [x] No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

[ ] Yes [ ] No

B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows: (i) neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;

b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud: embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;

d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and

e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

3. The certifications in subparts 3, 4 and 5 concern:

• the Disclosing Party;
• any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
• any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
• any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Emity of either the Disclosing Party or any Contractor nor any Agents have, during the five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;

b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or

d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

7. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

Please see relevant attachment.

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

[x] is [ ] is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

N.A.

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

[ ] Yes [x] No

NOTE: If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

[ ] Yes [ ] No

3. If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

_X_ 1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

____ 2. The Disclosing Party verifies that, as a result of conducting the search in step 1 above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

_____

_____

_____

_____

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

N.A.

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

[X] Yes [ ] No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)
[x] Yes [ ] No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?
[X] Yes [ ] No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
[X] Yes [ ] No

If you checked "No" to question 1. or 2. above, please provide an explanation:

_____

_____

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. **NOTE:** With respect to Matters subject to Article I of Chapter 1-23 of the Municipal Code (imposing **PERMANENT INELIGIBILITY** for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

The Disclosing Party represents and warrants that:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U. S. General Services Administration.

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS and Appendix A (if applicable) on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS and Appendix A (if applicable) are true, accurate and complete as of the date furnished to the City.

Merrill Lynch, Pierce, Fenner
& Smith Incorporated

(Print or type name of Disclosing Party)

*To the best of my knowledge after reasonable inquiry.

By: Barbara Feldman
(Sign here)

Barbara K. Feldman
(Print or type name of person signing)

Managing Director
(Print or type title of person signing)

Signed and sworn to before me on (date) January 28, 2011,
at New York County, New York (state).

Patricia Davis Adams Notary Public.

PATRICIA DAVIS ADAMS
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN NEW YORK
NO. [illegible]
COMMISSION EXPIRES MAR. 30, 2011

Commission expires: March 30, 2011.

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Parry is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

[ ] Yes [x] No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

_____

_____

_____

Merrill Lynch, Pierce, Fenner & Smith Incorporated

Date
01/28/2011

Directors & Officers

Appointments

Board Positions	
Krawcheck, Sallie L.	Director
Montag, Thomas Kell	Director
Thompson, Bruce R.	Director

Officers	
Name	Position
Krawcheck, Sallie L.	Co-Chief Executive Officer & Executive Vice President
Montag, Thomas Kell	Co-Chief Executive Officer & Executive Vice President
Thompson, Bruce R.	Executive Vice President
Preston, Douglas G.	Chief Compliance Officer/Broadcort Division & Senior Vice President
Greco, Gloria	Chief Compliance Officer/Registered Investment Advisor & Senior Vice President
Qutub, Robert	Chief Financial Officer & Senior Vice President
Jr, William C Caccamise	Chief Legal Officer, General Counsel & Senior Vice President
Guardino, Joseph A.	Chief Operating Officer & Managing Director
Osaki, Isaac	Co-Chief Compliance Officer/Registered Broker-Dealer & Senior Vice President
Radesi, Michael B.	Co-Chief Compliance Officer/Registered Broker-Dealer & Senior Vice President
Brantley, Thomas M.	Senior Vice President, Tax
Taylor, Bradley M.	Treasurer & Managing Director
Billings, Eric R.	Secretary
Barth, Nathan A.	Assistant Secretary
Finley, Harvetta M	Assistant Secretary
Gerrish, Merlily S.	Assistant Secretary
Hammond, Todd D.	Assistant Secretary
Johnson, Taouana	Assistant Secretary
Kye, Jae	Assistant Secretary
Margolin, Andrew S.	Assistant Secretary
Smith, Connie B.	Assistant Secretary
Willard, Mary E.	Assistant Secretary

Attachment for Section III:

Please note that the Disclosing Party is a subsidiary of Bank of America Corporation ("BAC"). BAC and its subsidiaries had approximately 275,000 full time equivalent employees as of December 31, 2010. Accordingly, it is not possible for BAC to perform due diligence across the full panoply of associates and BAC-related entities in preparing a response to business relationships with City of Chicago elected officials. In responding to this question, the Disclosing Party did perform due diligence within the Public Finance Group of Merrill Lynch, Pierce, Fenner & Smith Incorporated.

Attachment for Section V, B:

In the ordinary course of business, MLPF&S is subject to regulatory examinations, information gathering requests, inquiries, and investigations ("Regulatory Inquiries") by various federal or state securities regulatory agencies and attomeys general, other local, state, and federal agencies, and self-regulatory organizations (collectively, "Regulators"). In connection with formal and informal Regulatory Inquiries, MLPF&S receives numerous requests, subpoenas and orders for documents, testimony and information in connection with various aspects of their regulated activities, and in some cases regulatory action has been taken against MLPF&S. MLPF&S believes that it has cooperated fully with the Regulators in all such inquiries to date and intends to continue to cooperate fully with the Regulators in all such inquiries involving MLPF&S in the future.

Bank of America Corporation (the "Corporation"), MLPF&S's ultimate parent, makes all required disclosures in its Annual Reports on Form 10-K and Quarterly Reports on Form 10-Q, which are updated in Reports on Form 8-K, all of which are filed with the Securities and Exchange Commission ("SEC") ("Regulatory Filings"). MLPF&S makes all required disclosures in its Form BD and ADV filings ("Form BD and ADV Filings") with the Financial Industry Regulatory Authority ("FINRA"). Those Regulatory Filings and Form BD and ADV Filings include disclosures of Regulatory Inquiries as required by federal law and applicable regulations. The Regulatory Filings are publicly available on the SEC's website at www.sec.gov. The Form BD Filings are publicly available on the FINRA BrokerCheck system at http://www.finra.org/Investors/ToolsCalculators/BrokerCheck/index.htm. The Form ADV filings are publicly available on the SEC's Investment Adviser Search website at: http://www.adviserinfo.sec.gov/(S(cerr0u55hmrw5a45022v3vnz))/IAPD/Content/Search/iapd_Search.aspx.

The Corporation cannot confirm or deny the existence of any other, non-public Regulatory Inquiry conducted by any Regulator unless required to do so by law.

Attachment for Section VII, F1:

Bank of America, N.A. , through its home loan servicing business units, is currently maintaining a large portfolio of residential units in foreclosure within the City of Chicago. Due to the administrative challenges associated with the process, certain bills payable to the city associated with specific residential properties may not be processed in the time required. The Bank is committed to ensuring that fines duly payable by the Bank are addressed in a timely manner. To that end, the Bank meets with representatives of the City on a monthly basis to identify fines attributable to the Bank and settle such outstanding fines.

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

Merrill Lynch & Co., Inc.

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. [ ] the Applicant

   OR

2. [x] a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: Merrill Lynch, Pierce, Fenner & Smith Incorporated

   OR

3. [ ] a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: _____

B. Business address of the Disclosing Party: 100 N. Tryon St., Charlotte NC 28255
c/o 222 N. LaSalle, 18th FL, Chicago, IL 60601

C. Telephone: [redacted] Fax: [redacted] Email: [redacted]

D. Name of contact person: Susan Jun

E. Federal Employer Identification No. (if you have one): [redacted]

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):

Multifamily Housing Revenue Bonds (Hazel Winthrop Apartments) 2011 Series A and 2011 SEries B (4509 N. Hazel/852 W. Sunnyside, 912 W. Montrose, 4426 N. Magnolia, and 4813 N. Winthrop)

G. Which City agency or department is requesting this EDS? Dept. of Housing and Economic Development

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

[ ] Person
[X] Publicly registered business corporation
[ ] Privately held business corporation
[ ] Sole proprietorship
[ ] General partnership
[ ] Limited partnership
[ ] Trust
[ ] Limited liability company
[ ] Limited liability partnership
[ ] Joint venture
[ ] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[ ] Yes [ ] No
[ ] Other (please specify)

_____

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

Delaware

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

[ ] Yes [X] No [ ] N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. NOTE: For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
Please see attached list.	

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE**: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
Bank of America Corporation	100 N. Tryon St. Charlotte, NC 28255	100%

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

[ ] Yes [X] No Please see attachment.

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.

(Add sheets if necessary)

[X] Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

[ ] Yes [ ] No [X] No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

[ ] Yes [ ] No

B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows: (i) neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;

b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;

d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and

e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

3. The certifications in subparts 3, 4 and 5 concern:

• the Disclosing Party;
• any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
• any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
• any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Emity, or an Affiliated Entity of a Contractor during the five years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;

b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or

d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

7. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

Please see relevant attachment.

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

[x] is [ ] is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

N.A.

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

[ ] Yes [X] No

NOTE: If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

[ ] Yes [ ] No

3. If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

_x_ 1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

____2. The Disclosing Party verifies that, as a result of conducting the search in step 1 above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

N.A.

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to intluence or attempt to infiuence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

[ ] Yes [x] No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)
[ ] Yes [ ] No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?
[ ] Yes [ ] No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
[ ] Yes [ ] No

If you checked "No" to question 1. or 2. above, please provide an explanation:

_____

_____

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. **NOTE:** With respect to Matters subject to Article 1 of Chapter 1-23 of the Municipal Code (imposing **PERMANENT INELIGIBILITY** for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

The Disclosing Party represents and warrants that:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U. S. General Services Administration.

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in F.1., F.2. or F.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS and Appendix A (if applicable) on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS and Appendix A (if applicable) are true, accurate and complete as of the date furnished to the City.

Merrill Lynch & Co., Inc.
(Print or type name of Disclosing Party)

*To the best of my knowledge after reasonable inquiry

By: _____
(Sign here)

Edward J. Sisk
(Print or type name of person signing)

Managing Director
(Print or type title of person signing)

Signed and sworn to before me on (date) February 4, 2011,
at New York County, New York (state).

Grace Argano Notary Public.

Commission expires: February 12, 2011.

GRACE ARGANO
Notary Public, State of New York
No. 01AR6054791
Qualified in Richmond County
Commission Expires Feb. 12, 2011

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

[ ] Yes [X] No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

_____

_____

_____

DIRECTORS AND OFFICERS OF MERRILL LYNCH & CO., INC. (effective 1/1/09 unless otherwise noted)

Directors	
Brian T. Moynihan	Chairman of the Board (1/1/10)
Charles H. Noski	Director (5/12/10)
Sallie L. Krawcheck	Director (9/26/09)
Thomas K. Montag	Director (9/26/09)
Bruce R. Thompson	Director (1/12/10)

Officers	
Thomas K. Montag	President & Chief Executive Officer (9/26/09 replaced Moynihan)
Mark D. Linsz	Treasurer (effective 3/5/09; Brown removed 2/27/09)
Bruce R. Thompson	Chief Risk Officer (1/12/10)
Robert Qutub	Executive Vice President & Chief Financial Officer (9/26/09 replaced Cotty)
Peter D. Taube	Chief Accounting Officer & Controller (8/15/10)
Edward P. O'Keefe	General Counsel (2/19/09)
Lauren Mogensen	Senior Vice President and Secretary (9/29/10)
Charles F. Bowman	Senior Vice President
William J. Fox	Senior Vice President
Brent C. Andersen	Senior Vice President – Tax
Thomas M. Brantley	Senior Vice President – Tax
Dean M. Fischbeck	Senior Vice President – Tax
Douglas Hassman	Senior Vice President – Tax
Susan D. Mays	Senior Vice President – Tax
William L. McNairy	Senior Vice President – Tax
Suzanne M. Sullivan	Senior Vice President – Tax
Michelle A. Matta	Vice President (5/3/10)
Bradley M. Taylor	Vice President (3/18/09)
Craig T. Beazer	Associate General Counsel (7/30/10)
Teresa M. Brenner	Associate General Counsel
Paul G. Lane	Assistant General Counsel & Asst. Secretary (7/30/10)
Paul James Baalman	Assistant Treasurer (5/6/09)
Marlene Debel	Assistant Treasurer
Gregory Mulligan	Assistant Treasurer (9/26/09)
Taquana Bailey	Assistant Secretary (6/30/09)
Allison L. Gilliam	Assistant Secretary
Colleen O. Johnson	Assistant Secretary
Cynthia A. Killion	Assistant Secretary (7/30/10)
Jae E. Kye	Assistant Secretary (7/30/10)
Connie B. Smith	Assistant Secretary
Nina Tai	Assistant Secretary

Attachment for Section III:

Please note that the Disclosing Party is a subsidiary of Bank of America Corporation ("BAC"). BAC and its subsidiaries had approximately 275,000 full time equivalent employees as of December 31, 2010. Accordingly, it is not possible for BAC to perform due diligence across the full panoply of associates and BAC-related entities in preparing a response to business relationships with City of Chicago elected officials. In responding to this question, the Disclosing Party did perform due diligence within the Public Finance Group of Merrill Lynch, Pierce, Fenner & Smith Incorporated.

Attachment for Section V, B:

Merrill Lynch & Co., Inc. makes all required disclosures in its Form 10-K as filed with the Securifies and Exchange Commission ("SEC"). In addition, Merrill Lynch & Co., Inc's registered broker-dealer and investment adviser subsidiaries make all required disclosures on their Form BDs as filed with FINRA and their Form ADVs as filed with the SEC. These filings include disclosures of investigations and litigation as required by the SRO's and federal law, and are publicly available.

Bank of America Corporation (the "Corporation"), Merrill Lynch & Co., Inc.'s ultimate parent, makes all required disclosures in its Annual Reports on Form 10-K and Quarterly Reports on Form 10-Q, which are updated in Reports on Form 8-K, all of which are filed with the SEC.

Merrill Lynch & Co., Inc. cannot confirm or deny the existence of any other non-public invesfigation conducted by any governmental agency unless required to do so by law.

Attachment for Section VII, F1:

Bank of America, N.A. , through its home loan servicing business units, is currently maintaining a large portfolio of residential units in foreclosure within the City of Chicago. Due to the administrative challenges associated with the process, certain bills payable to the city associated with specific residential properties may not be processed in the time required. The Bank is committed to ensuring that fines duly payable by the Bank are addressed in a timely manner. To that end, the Bank meets with representatives of the City on a monthly basis to identify fines attributable to the Bank and settle such outstanding fines.

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

Bank of America Corporation

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. [ ] the Applicant

   OR

2. [x] a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which the Disclosing Party holds an interest: Merrill Lynch, Pierce, Fenner & Smith Incorporated

   OR

3. [ ] a legal entity with a right of control (see Section II.B.1.) State the legal name of the entity in which the Disclosing Party holds a right of control: _____

B. Business address of the Disclosing Party: 100 N. Tryon St., Charlotte NC 28255
c/o 222 N. LaSalle, 18th FL, Chicago, IL 60601

C. Telephone: [redacted] Fax: [redacted] Email: [redacted]

D. Name of contact person: Susan Jun

E. Federal Employer Identification No. (if you have one): [redacted]

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):

Multifamily Housing Revenue Bonds (Hazel Winthrop Apartments) 2011 Series A and 2011 Series B (4509 N. Hazel/852 W. Sunnyside, 912 W. Montrose, 4426 N. Magnolia, and 4813 N. Winthrop)

G. Which City agency or department is requesting this EDS? Dept. of Housing and Economic Development

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

[ ] Person
[x] Publicly registered business corporation
[ ] Privately held business corporation
[ ] Sole proprietorship
[ ] General partnership
[ ] Limited partnership
[ ] Trust
[ ] Limited liability company
[ ] Limited liability partnership
[ ] Joint venture
[ ] Not-for-profit corporation
(Is the not-for-profit corporation also a 501(c)(3))?
[ ] Yes [ ] No
[ ] Other (please specify)

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

Delaware

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

[ ] Yes [x] No [ ] N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles of all executive officers and all directors of the entity. NOTE: For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

If the entity is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture, list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
Please see attached list.	

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture,

interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE**: Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
None		

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

[ ] Yes [X] No Please see attachment.

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.

(Add sheets if necessary)

[x] Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

[ ] Yes [ ] No [x] No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

[ ] Yes [ ] No

B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows: (i) neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;

b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;

d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and

e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

3. The certifications in subparts 3, 4 and 5 concern:

• the Disclosing Party;
• any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
• any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
• any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;

b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or

d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

4. Neither the Disclosing Party, Affiliated Emity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), 2-56 (Inspector General) and 2-156 (Governmental Ethics) of the Municipal Code.

7. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

Please see relevant attachment.

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

[x] is [ ] is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

N.A.

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

[ ] Yes [x] No

NOTE: If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

[ ] Yes [ ] No

3. If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all information required by paragraph 2. Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

_X_ 1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

____2. The Disclosing Party verifies that, as a result of conducting the search in step 1 above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

_____

_____

_____

_____

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

N.A.

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

[ ] Yes [x] No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)
[ ] Yes [ ] No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?
[ ] Yes [ ] No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?
[ ] Yes [ ] No

If you checked "No" to question 1. or 2. above, please provide an explanation:

_____

_____

SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N.

Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. **NOTE:** With respect to Matters subject to Article I of Chapter 1-23 of the Municipal Code (imposing **PERMANENT INELIGIBILITY** for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

The Disclosing Party represents and warrants that:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U. S. General Services Administration.

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in F-1, F-2 or F-3 above, an explanatory statement must be attached to this EDS.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS and Appendix A (if applicable) on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS and Appendix A (if applicable) are true, accurate and complete as of the date furnished to the City.

Bank of America Corporation

(Print or type name of Disclosing Party)

*To the best of my knowledge after reasonable inquiry

By: _____

(Sign Here)

Edward J. Sisk

(Print or type name of person signing)

Managing Director

(Print or type title of person signing)

Signed and sworn to before me on (date) February 4, 2011,
at New York County, New York (state).

Grace Argano Notary Public.

Commission expires: February 12, 2011.

GRACE ARGANO
Notary Public, State of New York
No. 01AR6054791
Qualified in Richmond County
Commission Expires Feb. 12, 2011

CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

[ ] Yes [x] No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

_____

_____

_____

Directors

Charles O. Holliday, Jr.

Susan S. Bies

William P. Boardman

Frank P. Bramble, Sr.

Virgis W. Colbert

Charles K. Gifford

D. Paul Jones, Jr.

Monica C. Lozano

Thomas J. May

Brian T. Moynihan

Donald E. Powell

Charles O. Rossotti

Robert W. Scully

Executive Officers

Brian T. Moynihan

David C. Darnell

Barbara J. Desoer

Sallie L. Krawcheck

Thomas K. Montag

Charles H. Noski

Edward P. O'Keefe

Joe L. Price

Bruce Thompson

Attachment for Section III:

Please note that the Disclosing Party, Bank of America Corporation, and its subsidiaries, had approximately 275,000 full time equivalent employees as of December 31, 2010. Accordingly, it is not possible for BAC to perform due diligence across the full panoply of associates and BAC-related entities in preparing a response to business relationships with City of Chicago elected officials. In responding to this question, the Disclosing Party did perform due diligence within the Public Finance Group of Merrill Lynch, Pierce, Fenner & Smith Incorporated.

Attachment for Section V, B:

Bank of America Corporation makes all required disclosures in its Form 10-K as filed with the Securities and Exchange Commission and its Annual Report as posted on its website at http://investor.bankofamerica.com/phoenix.zhtml?c=71595&p=irol-reportsannual. In addition, Bank of America Corporation's registered broker-dealer and investment adviser subsidiaries make all required disclosures on their Form BDs as filed with FINRA and their Form ADVs as filed with the SEC. These filings include disclosures of investigations and litigation as required by the SRO's and federal law, and are publicly available. Bank of America Corporation cannot confirm or deny the existence of any other non-public investigation conducted by any governmental agency unless required to do so by law.

Attachment for Section VII, F1:

Bank of America, N.A. , through its home loan servicing business units, is currently maintaining a large portfolio of residential units in foreclosure within the City of Chicago. Due to the administrative challenges associated with the process, certain bills payable to the city associated with specific residential properties may not be processed in the time required. The Bank is committed to ensuring that fines duly payable by the Bank are addressed in a timely manner. To that end, the Bank meets with representatives of the City on a monthly basis to identify fines attributable to the Bank and settle such outstanding fines.

Bank of America Corp /DE/ BAC
10K is 866 pages and is available at the
City of Chicago, Law Department,
Finance and Economic Division.

BANK OF AMERICA CORP /DE/ (BAC)

10-K

Annual report pursuant to section 13 and 15(d)
Filed on 2/26/2010
Filed Period 12/31/2009

THOMSON REUTERS

Westlaw. BUSINESS