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TAX REGULATORY AGREEMENT

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Developer's
Name and Address:

The Miller Partnership L.P.
c/o Capital and Regional Properties Corp.
333 N. Michigan Avenue, 30th Floor
Chicago, Illinois 60601
Attn: Mark L. Hoffman and John Gates

Location of Property:

415 North Lake Street
Gary, Indiana

Name of Project:

Marina Dunes Apartment Complex

RECORD TITLE INSURANCE COMPANY
INDIANA DIVISION
FILED IN INDIANA/S.S. NO.

MAY 20 10 08 AM '91
ROBERT W. ...
RECORDED IN ...
AND

THIS TAX REGULATORY AGREEMENT (the "Agreement") entered into as of April 1, 1991, by and between the City of Gary, Indiana, a municipal corporation of the State of Indiana, having as its mailing address City Hall, Gary, Indiana 4040 (the "Issuer") and the developer identified above (the "Developer").

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IN CONSIDERATION of the Issuer's participation in a financing transaction which will provide funds to finance the purchase, construction and improvement on lands in Gary, Indiana, which is more particularly described in Exhibit "A" attached hereto, of residential rental facilities consisting of multi-family residential rental housing (the "Project") pursuant to a Loan Agreement, Mortgage, Security Agreement Assignments of Rents and Leases and Financing Statement (the "Loan Agreement"), dated as of April 1, 1991, between and among the Issuer, the Developer and The Royal Bank of Scotland plc, acting through its New York Branch (as a Mortgagee thereunder), the Issuer and the Developer acknowledging that this Agreement is necessary to preserve the federal income tax excludability from gross income of interest on the Issuer's Economic Development Revenue Bonds, Series 1991 A (The Miller Partnership L.P. Project), issued to finance the Project (the "Bonds"), covenant and agree that in connection with the operation of the Project, they will comply, and will require (except as otherwise provided herein) any subsequent lessee or purchaser of the Project to comply, with the following:

Section 1. Rental Requirement.

(a) Once available for occupancy, each unit of the Project (as "unit" is defined in Treas. Reg. § 1.103-8(b)(8)(i) and "Project" is defined in Treas. Reg. § 1.103-8(b)(4)) must be rented or available for rental on a continuous basis during the longer of (i) the remaining term of the Bonds, or (ii) a period (the "Qualified Project Period") (A) commencing on the later of (1) the first day on which at least 10% of the units in the Project are first occupied, or (2) the date of issuance of the Bonds, and (B) ending on the date which is the latest of (1) 15 years after the date on which at least 50% of the units in the Project are first occupied, (2) the first day on which no tax-exempt private activity bond issued with respect to such Project is outstanding (all within the meaning of Section 142(d) of the Internal Revenue Code of 1986, as amended (the "Code"), or (3) the date on which any assistance provided with respect to the Project under Section 8 of the United States Housing Act of 1937 terminates.

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(b) All of the units in the Project must be rented or available for rental on a continuous basis to members of the general public and substantially all of the Project must consist of similarly constructed units together with any functionally related or subordinate facilities, including facilities for use by tenants, e.g., swimming pools, recreational facilities, parking areas, and other facilities which are reasonably required for such Project as a residential rental facility.

Section 2. Low or Moderate Income Occupancy Requirement.

(a) Twenty percent (20%) or more of the completed units of the Project (the "Low or Moderate Income Units") shall be occupied by Low or Moderate Income Tenants (as described in Section 3 hereof) continuously during the Qualified Project Period (the "Occupancy Requirement").

(b) A unit shall be treated as occupied by Low or Moderate Income Tenants until re-occupied, other than for a temporary period not to exceed 31 days, by another occupant, at which time the character of the unit shall be redetermined.

Section 3. Low or Moderate Income Tenants: Annual Reviews. (a) "Low or Moderate Income Tenants" means the occupants of a dwelling unit in the Project whose adjusted income, as computed in accordance with Exhibit C hereto, does not exceed fifty percent (50%) of the Median Gross Income for the Area. "Median Gross Income for the Area" means the median income for the area where the Project is located as determined with adjustments for larger and smaller family sizes by the Secretary of the Department of Housing and Urban Development under Section 8(f)(3) of the United States Housing Act of 1937, as amended, or if programs under Section 8(f) are terminated, median income determined under the method used by the Secretary immediately prior to such termination.

(b) The determination of whether the income of the residents of a unit exceed the applicable income limit shall be made first at the time of occupancy and thereafter at least annually on the basis of the current income of such residents. If the income of the occupants of a unit did not exceed the applicable income limit upon commencement of such tenants' occupancy, the income of such occupants shall be treated as continuing to not exceed the applicable income limit unless, as of the most recent determination of annual income, such occupants' income exceeds 140% of the applicable income limit for new tenants at such Project and before the next income determination, another residential unit of comparable or smaller size in the Project is occupied by a new tenant whose income exceeds the applicable income limit.

(c) If all the occupants of a unit are students as defined under Section 151(e)(4) of the Code, no one of whom is entitled to file a joint return under Section 6013 of the Code, such occupants shall not qualify as Low or Moderate Income Tenants hereunder.

(d) Determination of the status of an occupant of a unit as a Low or Moderate Income Tenant shall be made upon initial occupancy of a unit in the Project by such occupant, and a new determination shall be made (i) at least annually thereafter, and (ii) upon the initial occupancy by such occupant of any other unit in the Project.

(e) Except as provided in Section 10 hereof, the method of determining low or moderate income in effect on the date of issuance of the Bonds shall be determinative even if such method is subsequently changed.

Section 4. Additional Covenants. The Developer further covenants and agrees that:

(a) The Developer will own, manage and operate the Project on a continuous basis as a residential rental project comprised of several proximate and interrelated buildings or structures, each containing at least one dwelling unit and all of which contain dwelling units and facilities functionally related and subordinate thereto as described more specifically in the Developer's Tax Representation Certificate dated May 17, 1991.

(b) All of the dwelling units in the Project will consist of similarly constructed units, and each dwelling unit in the Project will contain separate and complete facilities for living, sleeping, eating, cooking and sanitation separate and distinct from other units, including cooking facilities equipped with a cooking range, refrigerator and sink.

(c) None of the dwelling units in the Project will at any time be utilized on a transient basis, will ever be leased or rented for an initial lease term of less than six (6) months, nor will all or any part of the Project ever be used as a hotel, motel, dormitory, fraternity house, sorority house, hospital, nursing home, retirement home, sanitarium, rest home or trailer court or park.

(d) Except for dwelling units occupied by a resident manager or maintenance personnel, the dwelling units in the Project will be rented to persons who are members of the general public, and the Developer shall not give preference to any particular class or group of persons in renting units other than to Low or Moderate Income Tenants and other than as permitted under Section 142(d) of the Code.

(e) The Developer covenants and agrees to prepare and submit the Issuer and the Trustee within thirty (30) days after each anniversary of the first day on which at least 10% of the units in the Project are first occupied, a report certified to be accurate by the Developer substantially in the form of Exhibit B hereto.

(f) The mortgage to be granted by the Developer in connection with the Project provides that the indebtedness secured thereby may be declared to be immediately due and payable, at the option of the holder thereof, upon sale or transfer of the Project or any interest therein or transfer of beneficial interest in the Developer, unless certain conditions specified in the mortgage are met. As a further condition to any sale or transfer of the Project, the proposed purchaser or assignee shall assume in writing and agree to be bound by all of the obligations and covenants of the Developer and all restrictions applicable to the Project contained herein.

Section 5. Covenants and Restrictions Not to Apply Under Certain Circumstances.

(a) In the event of an involuntary noncompliance with the requirements of this Agreement and Treas. Reg. § 1.103-8(b) caused by fire, seizure, requisition, foreclosure, transfer of title by deed in lieu of foreclosure, change in federal law or an action of a federal agency after the date of issuance of the Bonds which prevents the Issuer from enforcing the requirements of this Agreement or Treas. Reg. § 1.103-8(b), or

condemnation or similar event, the covenants and restrictions of this Agreement shall cease to apply, but only if, within a reasonable period, either the Bonds are retired or amounts received as a consequence of such event are used to provide a project which meets the requirement of Section 142(d) of the Code and Treas. Reg. § 1.103-8(b).

(b) Notwithstanding the foregoing, such requirements shall continue to apply to the Project subsequent to foreclosure, transfer of title by deed in lieu of foreclosure or similar event if, at any time during the Qualified Project Period subsequent to such event, the obligor on the acquired purpose obligation (as defined in Section 1.103-13(b)(4)(iv)(a) of the Regulations under the Code) or "related person" (as defined in Section 147(a) of the Code or in Section 1.103-10(e) of said Regulations) obtains an ownership interest in the Project or any portion thereof for federal tax purposes.

Section 6. Income Certification Submission to Trustee.

(a) During the term of this Agreement, the Income Certifications described in Treas. Reg. § 1.167(k)-3(b) will be submitted to the Trustee and the Issuer in substantially the form of Exhibit C hereto and at the times as provided herein.

(b) Except as provided in Section 5 hereof, the Occupancy Requirement shall be a continuing requirement on the part of the Developer and its successors and assigns for the period prescribed in Section 1 hereof, regardless of whether or not the Bonds remain outstanding.

Section 7. Low or Moderate Income Units. The Developer will maintain the Project so that the Low or Moderate Income Units will be similarly constructed with all other units in the Project (although they need not be of the same size nor have the same number of rooms or luxury amenities, but they shall be of similar quality and type of construction). Low or Moderate Income Tenants shall enjoy equal access to all common facilities of the Project.

Section 8. Tenant Lists. All tenant lists, applications, and waiting lists relating to the Project shall be kept separate and identifiable from any other business of the Developer which is unrelated to the Project and shall be maintained in a reasonable condition for proper audit and subject to examination during business hours by representatives of the Issuer or the Trustee.

Section 9. Tenant Lease Requirements. All tenant leases with respect to Low or Moderate Income Units will contain as an additional event of default by the tenant thereunder any material misstatement contained in the Income Certification submitted to the Developer.

Section 10. Modification of Covenants. It is understood and agreed that the covenants of the Issuer and the Developer contained herein are intended to comply with Section 142(d) of the Code and the regulations promulgated thereunder. Consistent with such intent it is agreed that any amendment to Section 142(d) of the Code (or any section of the Code or other law referred to or referenced therein) which would have the effect of reducing the restrictions imposed on the Developer pursuant to this Agreement, shall be deemed to be an amendment to this Agreement without further action on the part of the parties hereto, and this Agreement shall be deemed to have been amended in

accordance with the provisions of such amendment upon the effective date of such amendment. Such amendments shall include, without limitation, any modification of the definition of low or moderate income which would have the effect of increasing the maximum permissible income of the tenants of the Low or Moderate Income Units; provided, however, if any such amendment, in the opinion of qualified Bond Counsel (such counsel to be acceptable to the Trustee), would adversely affect the excludability of the interest on the Bonds from gross income for federal tax purposes, such amendment shall be of no force or effect.

Section 11. Covenant Runs with the Land; Successors Bound. This Agreement shall be placed of record in the land records of Lake County, Indiana, and, except as provided in Section 5 hereof, the covenants contained herein shall run with the land and shall bind, and the benefits shall inure to, respectively, the Developer and its successors and assigns, and the Issuer and all subsequent owners of the Project or any interest therein, for the periods prescribed in Section 1 and Section 2 hereof.

Section 12. No Conflict with Other Documents. The Developer warrants that it has not and will not execute any other agreement with provisions contradictory to, or in opposition to the provisions hereof, and that, in any event, the requirements of this Agreement are paramount and controlling as to the obligations herein set forth and supersede any other requirements in conflict herewith.

Section 13. Amendments and Waivers. This Agreement may be amended, or the enforcement of any obligation of the Developer hereunder waived (in whole or in part) or modified, only upon receipt by the Issuer of an opinion of qualified Bond Counsel satisfactory to the Issuer and to the Trustee to the effect that such proposed amendment or waiver will not adversely affect the excludability of the interest on the Bonds from gross income for federal tax purposes and, exception in the case of a waiver, an amendment in writing executed by the parties hereto, except with respect to modifications and/or amendments made or deemed made in accordance with the provisions of Section 10 hereof, which modifications and/or amendments shall be self-executing without action of the parties. The Developer agrees, from time to time, to take all actions and steps which to its knowledge are necessary to comply, and to cause the Project to comply, with the requirements of Section 142(d) of the Code and to enter into modifications and amendments to this Agreement to the extent required by Treasury Regulations promulgated thereunder. Restrictions contained herein which are not required by such regulations may be amended in accordance with the first sentence of this section.

Section 14. Assignment of Issuer's Interest. For so long as the Bonds are outstanding, the interest of the Issuer in this Agreement will be, and hereby is, assigned to LaSalle National Bank, as Trustee (the "Trustee"), and its successors, under the Indenture, and during such period this Agreement shall be enforceable by the Trustee in accordance with its terms. If the Bonds shall mature or be redeemed prior to the end of the periods set forth in Sections 1 and 2 hereof, the Trustee shall continue to enforce the provisions of this Agreement for and on behalf of the Issuer. In such case, the Developer hereby covenants to pay the reasonable fees and expenses, including attorney's fees, of the Trustee incurred by the Trustee in enforcing the provisions hereof.

Section 15. Defaults, Remedies. If the Developer shall fail to observe or perform any covenant, condition or agreement contained herein on its part to be observed or performed for a period of 30 days after the Trustee or the Issuer shall have given written notice to the Developer of such failure, or such grace period as may be permitted by Section 142(d) of the Code and the regulations thereunder, then and in such event, the Issuer or the Trustee shall be entitled, individually or collectively, in addition to all other remedies provided by law or in equity, to compel specific performance by the Developer of its obligations under this Agreement, it being recognized that the beneficiaries of the Developer's obligations hereunder cannot be adequately compensated by monetary damages in the event of the Developer's default.

Section 16. Notice. Any notice, demand, consent, permission or other communication, which either party hereto is required or desires to give, or communicate to the other party, shall be in writing and shall be given personally or communicated by registered or certified mail, postage prepaid, return receipt requested, addressed to the other party at the address of the party set forth on the first page of this Agreement, and to the Trustee at, LaSalle National Bank, 200 W. Monroe, Chicago, Illinois, 60606, Attention: Corporate Trust Department. Any such notice or other communication so sent shall be deemed to have been given on the second business day following the date the same was deposited in the mail, as registered or certified matter, with postage fully prepaid thereon. Either party may change its address for notice to the other party in the manner provided in this Section.

Section 17. Definitions. Capitalized terms used herein and not otherwise defined herein but defined in the Indenture shall have the meanings assigned to them in the Indenture. Unless otherwise expressly provided herein or unless the context clearly requires otherwise, the following terms shall have the respective meanings set forth below for all purposes of this Agreement:

"Agreement" means this Tax Regulatory Agreement, as it may from time to time be amended.

"Income Certification" means a certification as to income executed by a tenant of the Project, in substantially the form of Exhibit C hereto.

"Indenture" means that certain Trust Indenture dated as of April 1, 1991 between the Issuer and the Trustee, pursuant to which the Bonds are issued and secured.

Section 18. Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired. In case any covenant, stipulation, obligation or agreement of the Issuer or the Developer contained herein shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the Issuer or the Developer, as the case may be, to the full extent permitted by law.

Section 19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and sealed by their respective, duly authorized representatives, as of the day and year first written above.

CITY OF GARY, INDIANA,
as Issuer

By: *Thomas V. Barnes*
Thomas V. Barnes, Mayor



Hall

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THE MILLER PARTNERSHIP L.P. as
Developer

STOP

By: Capital & Regional General
Corporation, its General Partner

By: *Mark L. Hoffman*
Mark L. Hoffman, Vice President



*This instrument prepared by Bruce A. Polizotto, Attorney-at-Law,
Ice Miller Donadio & Ryan, One American Square, Box 82001,
Indianapolis, Indiana 46282*

BAPolizotto

STATE of INDIANA)
) SS.
COUNTY of LAKE)

On this 6th day of May, 1991, before me appeared Thomas V. Barnes and Katie Hall, to me personally known who, being by me sworn did say that they are the Mayor and Clerk, respectively, of the City of Gary, Indiana, a municipal corporation of the State of Indiana, and that the seal affixed to the foregoing instrument is the official seal of said corporation, and that said instrument was signed and sealed on behalf of said municipal corporation, by authority of its legislative body and said Mayor and Clerk, acknowledged said instrument to be the free act and deed of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

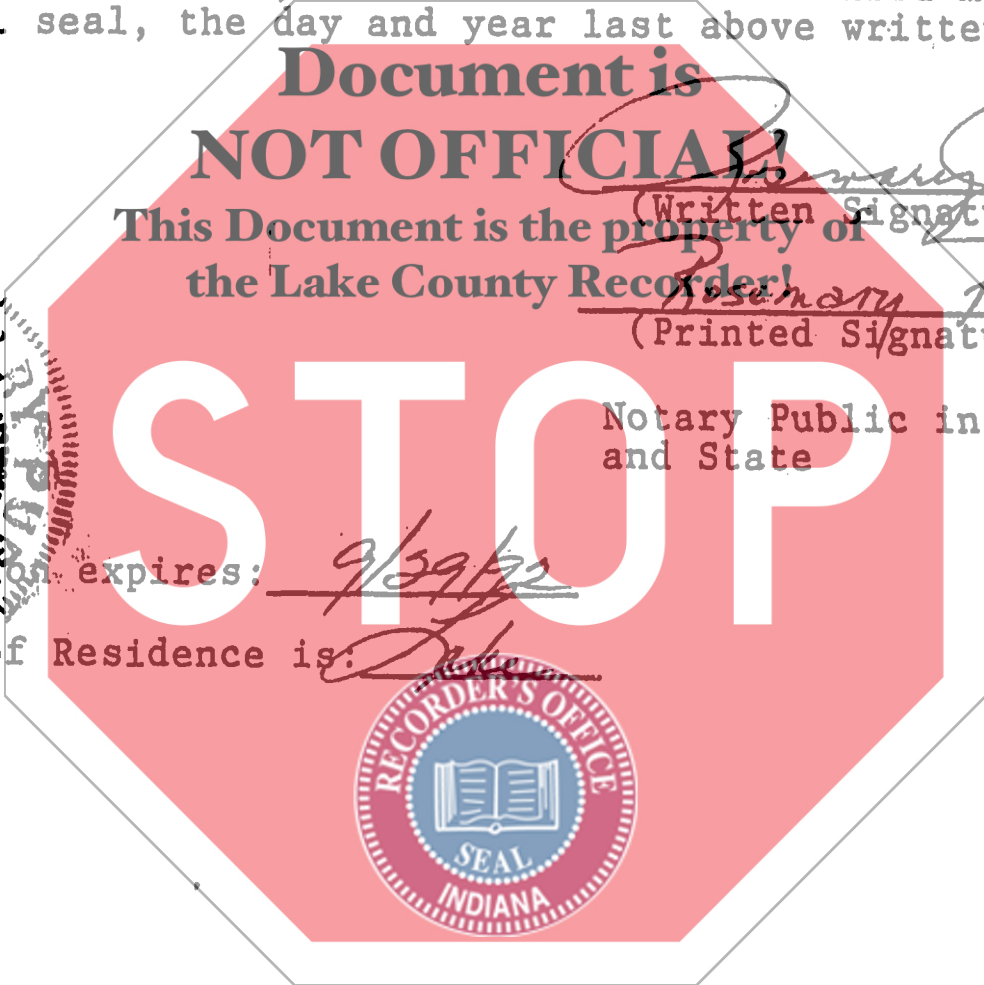
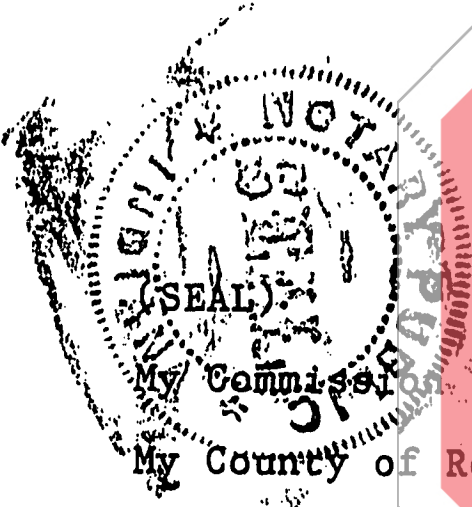
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Rosemary Pruitt
(Written Signature)

Rosemary Pruitt
(Printed Signature)

Notary Public in and for said County
and State



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 17th day of May, 1991, before me appeared Mark L. Hoffman to me personally known, who being by me duly sworn did say that he is the Vice President of Capital & Regional General Corp., an Illinois corporation, the sole General Partner of The Miller Partnership L.P., an Illinois limited partnership, and that he is the person who executed the foregoing instrument as such officer acting for and on behalf of the corporate general partner of said partnership, and acknowledged that he executed the same as his free act and deed as such officer of the general partner of said partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

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the Lake County Recorder! (Signature)

"OFFICIAL SEAL"
SHARON R. LORANCE
Notary Public, State of Illinois
My Commission Expires Sept. 5, 1993

SHARON R. LORANCE
(Printed Name)

Notary Public in and for said
County and State

[SEAL]

My commission expires: 9/05/93

My County of Residence: COOK



EXHIBIT A TO TAX REGULATORY AGREEMENT

PROJECT DESCRIPTION

I. Project Site:

- (a) The land legally described in Exhibit A-1, attached hereto and made a part hereof.
- (b) Any covenants, conditions, restrictions and easements of record benefiting the Project as set forth on the title commitment delivered in connection with the Loan Agreement
- (c) All rights of Borrower under any rental lease agreements existing now or in the future with respect to any apartment units comprising part of the Project Buildings

II. Project Buildings:

14 low to midrise apartment buildings containing 682 units and one former one-story commercial building located on the Project Site and as more particularly described in the survey delivered pursuant to the terms of the Reimbursement Agreement.

III. Project Equipment:

The items of fixtures, furnishings and equipment specified in the Plans (as defined in the Reimbursement Agreement) including, but not limited to:

- Kitchens (including refrigerators, stoves, sinks, cabinets and dishwashers)
- Bathrooms (including sinks, toilets, bathtubs and vanities)
- Carpeting
- Security Inter-com systems
- Windows
- Air conditioners
- Forced air heating units
- Washers and dryers
- Tennis court
- Playground equipment
- Picnic equipment
- Lighting and electrical fixtures
- Outside lighting
- Other items as contained in the plans and specifications submitted pursuant to the Reimbursement Agreement

Parcel A1: Part of the Northwest Quarter of the Southeast Quarter of Section 31, Township 37 North, Range 7 West described as follows: Beginning at a monument at the intersection of the center line of Cypress Avenue and the center line of Section 31, Township 37 North, Range 7 West; thence North along said center line of said Section 31, a distance of 30 feet; thence East along the North line of Cypress Avenue, a distance of 160.02 feet to the point of beginning; thence North parallel with the center line of Lake Street, a distance of 282.00 feet; thence East, parallel to the center line of Cypress Avenue, a distance of 160.76 feet; thence South, parallel with the center line of Lake Street, a distance of 137.00 feet; thence East, parallel with the center line of Cypress Avenue, a distance of 176.33 feet; thence South, parallel with the center line of Lake Street, a distance of 145.00 feet; thence West along the North line of Cypress Avenue, a distance of 337.08 feet to the point of beginning, all in the City of Gary, in Lake County, Indiana.

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Parcel A2: Part of the Northwest Quarter of the Southeast Quarter of Section 31, Township 37 North, Range 7 West of the Second Principal Meridian, described as follows: Beginning at a monument at the intersection of the center line of Cypress Avenue and the West line of said Southeast Quarter of Section 31; thence North along said West line of said Southeast Quarter, a distance of 30 feet to the North right-of-way line of Cypress Avenue and the point of beginning; thence East along the North line of Cypress Avenue a distance of 160.02 feet; thence North, parallel with the center line of Lake Street a distance of 308.15 feet; thence West, parallel to the center line of Cypress Avenue a distance of 152.24 feet to the West line of said Southeast Quarter of Section 31; thence South along said West line a distance of 308 feet, to the point of beginning, all in the City of Gary, in Lake County, Indiana.

Parcel A3: Part of Government Lot 5 in the Southeast Quarter of Section 31, Township 37 North, Range 7 West of the Second Principal Meridian in the City of Gary, Calumet Township, Lake County, Indiana, lying Westerly of the center line of Lake Street and North of the North line of Johnson-Kennedy Estates Fourth Subdivision, more particularly described as beginning at the point of intersection of a line that is parallel to and 408.65 feet West of the center line of Lake Street with a line that is parallel to and 30 feet North of the North line of Johnson-Kennedy Estates Fourth Subdivision (the Center line of Hemlock Street); thence Northerly on said line parallel with Lake Street a distance of 150.24 feet; thence Westerly on a line that is parallel with, and 180.24 feet North of the North line of Johnson-Kennedy Estates Fourth Subdivision, a distance of 226.70 feet, to the West line of Government Lot 5; thence Southerly on said West line, a distance of 150.17 feet to a line that is 30 feet North of and parallel with the North line of Johnson-Kennedy Estates Fourth Subdivision; thence Easterly on said line a distance of 230.5 feet to the place of beginning.

Parcel B1: Part of Government Lot 5 in the East Half of Section 31, Township 37 North, Range 7 West of the Second Principal Meridian, in the City of Gary, Calumet Township, Lake County, Indiana, lying Westerly of the center line of Lake Street and North of the North line of Johnson-Kennedy Estates 4th Subdivision as the same appears in Plat Book 22, page 2, in the Recorder's Office of Lake County, Indiana, more particularly described as beginning at a point in the West line of Government Lot 5, 180.18 feet North of the North line of Johnson-Kennedy Estates 4th Subdivision (the center line of Hemlock Avenue) measured along the West line of said Government Lot 5; thence Northerly on the West line of Government Lot 5, a distance of 329.63 feet to the Grand Calumet River Lagoon; thence along the waters edge of said Lagoon to a line that is parallel to and 333.02 feet West of the center line of Lake Street measured parallel with Hemlock Avenue, the chord distance of the line along said Lagoon being 297.58 feet and the chord bearing being North 79 degrees 07 minutes 51 seconds East; thence Southerly on said line 335.96 feet to the North line of Forest Court, (see Deed Record Book 1209, page 180, Document 414683, recorded July 5, 1962); thence along the dedicated right-of-way of Forest Court, (see Deed Record Book 1296, page 32, Document No. 625929, recorded July 23, 1965) 189.77 feet beginning Northwesterly along the arc of a curve that is concave to the Southeast, said curve having a radius of 40 feet, a chord length of 55.66 feet and a chord bearing of South 44 degrees 06 minutes 04 seconds West to a point which is 373.02 feet Westerly from the centerline of Lake Street; thence Southerly on the West right-of-way line of Forest Court, as the same was dedicated July 23, 1965 a distance of 10.03 feet, said line being parallel with the center line of Lake Street; thence Westerly on a line which is parallel with the North line of Johnson-Kennedy Estates 4th Subdivision, a distance of 262.35 feet, to the point of beginning.

Parcel C1: A part of the Southeast Quarter of Section 31, Township 37 North, Range 7 West of the 2nd P.M., in the City of Gary in Lake County, Indiana, and described as: Commencing at the intersection of the West line of Lake Street and the South line of Hemlock Avenue as shown in the Plat of Johnson-Kennedy Estates 4th Subdivision as shown in Plat Book 22, page 2, in the Recorder's Office in Lake County, Indiana; thence West along the South line of said Hemlock Avenue, a distance of 133.55 feet to the point of beginning of this description; thence continuing West, along the South line of said Hemlock Avenue, a distance of 241.00 feet; thence Southerly on a line parallel with the West line of Lake Street, a distance of 190.13 feet; thence Easterly on a line parallel with the South line of Hemlock Avenue, a distance of 241.00 feet; thence Northerly on a line parallel with the West line of Lake Street, a distance of 190.13 feet to the place of beginning.

Parcel C2: A part of the Southeast Quarter of Section 31, Township 37 North, Range 7 West of the Second Principal Meridian, in the City of Gary in Lake County, Indiana, and described as: Commencing at the intersection of the West line of Lake Street and the South line of Hemlock Avenue as shown in the Plat of Johnson-Kennedy Estates 4th Subdivision in Plat Book 22, page 2, in Lake County, Indiana, thence continuing West along the South line of said Hemlock Avenue a distance of 374.55 feet to the place of beginning of this description; thence Southerly on a line parallel with the West line of Lake Street, a distance of 216.53 feet; thence Westerly on a line parallel with the South line of Hemlock Avenue, a distance of 238.59 feet to the west line of said Southeast Quarter of section 31; thence Northerly on the West line of said Southeast Quarter a distance of 216.42 feet to the South line of Hemlock Avenue; thence Easterly on the South line of Hemlock Avenue, a distance of 233.16 feet to the place of beginning.

Parcel D1 & D2: Part of Government Lot 5 in the Southeast Quarter of Section 31, Township 37 North, Range 7 West of the 2nd P.M., in the City of Gary, Calumet Township, Lake County, Indiana, lying Westerly of the center line of Lake Street and North of the North line of Johnson-Kennedy Estates Fourth Subdivision, more particularly described as beginning at the point of intersection of a line that is parallel to and 33 feet West of the center line of Lake Street with a line that is parallel to and 30 feet North of the North line of Johnson-Kennedy Estates Fourth Subdivision (the center line of Hemlock Avenue); thence Northerly on the West line of Lake Street a distance of 150.24 feet to the South line of Forest Court; thence Westerly on a line that is parallel with the center line of Hemlock Avenue and along the south line of Forest Court a distance of 375.65 feet; thence Southerly on a line that is parallel with the center line of Lake Street a distance of 150.24 feet to the North line of Hemlock Avenue; thence Westerly on said North line, 375.65 feet to the point of beginning.

Parcel E1: Part of the West Half of the Northwest Quarter of the Southeast Quarter of Section 31, Township 37 North, Range 7 West of the 2nd P.M., in the City of Gary, in Lake County, Indiana, described as follows: Beginning at a monument at intersection of the center line of vacated Gibson Street (the center line of Section 31, Township 37 North, Range 7 West) and the center line of Cypress Avenue, thence North along the center line of Section 31, Township 37 North, Range 7 West, a distance of 338 feet, thence East, parallel with the center line of Cypress Avenue, a distance of 152.24 feet; thence South, parallel with the center line of Lake Street, a distance of 26.15 feet; thence East, parallel with the center line of Cypress Avenue a distance of 160.76 feet to the point of beginning; thence continuing East, parallel with the center line of Cypress Avenue, a distance of 176.33 feet; thence South, parallel with the center line of Lake Street a distance of 137.00 feet; thence West, parallel with the center line of Cypress Avenue a distance of 176.33 feet; thence North, parallel with the center line of Lake Street a distance of 137.00 feet to the point of beginning, in the City of Gary, in Lake County, Indiana.

Parcel F1: Lots 17 to 24, inclusive, and the vacated South 20 feet of Hickory Avenue, now Forest Avenue, lying North of and adjacent to said Lot 17, and the vacated North 20 feet of Hemlock Avenue lying South of and adjacent to said Lot 24, and the West Half of the vacated 20 foot alley which adjoins said Lots 17 to 24, inclusive, on the East, all in Block "A" in the Johnson-Kennedy Estates Second Subdivision, in the City of Gary, as shown in Plat Book 17, on page 15, in the Recorder's Office in Lake County, Indiana.

Parcel F2: A part of the West Half of the Northwest Quarter of the Southeast Quarter of Section 31, Township 37 North, Range 7 West of the Second Principal Meridian and more particularly described as follows: Beginning at the intersection of the North line of Cypress Avenue with the West line of Lake Street, thence 133.55 feet West, along the North line of Cypress Avenue; thence 298.12 feet North, parallel with the West line of Lake Street; thence 133.55 feet East, parallel with the North line of Cypress Avenue, to the West line of Lake Street; thence 298.12 feet South, along said West line of Lake Street, to the point of beginning, all in the City of Gary in Lake County, Indiana, also known as Lots 21 to 29, both inclusive, Block 4, Johnson-Kennedy Estates Fourth Subdivision, in the City of Gary, as shown in Plat Book 22, page 2, in Lake County, Indiana.

Parcel F3: Part of Government Lot 5 in the East Half of Section 31, Township 37 North, Range 7 West of the 2nd P.M., in the City of Gary, Lake County, Indiana, lying Westerly of the center line of Lake Street and North of the North line of Johnson-Kennedy Estates Fourth Subdivision, more particularly described as beginning at a point that is 33 feet West of the center line of Lake Street and 230.24 feet North of the center line of Hemlock Avenue, which center line is the North line of said Johnson-Kennedy Estates Fourth Subdivision as shown in Plat book 22, page 2; thence Westerly parallel with the center line of Hemlock Avenue and along the North line of Forest Court, 150.00 feet to a line that is 180.02 feet West of and parallel with the center line of Lake Street; thence Northerly on said parallel line, 369.03 feet to the Grand Calumet River Lagoon; thence Northeasterly along the water's edge to the West line of Lake Street, the chord distance of said line being 151.99 feet and the chord bearing being North 78 degrees 43 minutes 43 seconds East; thence Southerly on said West line, a distance of 398.78 feet to the place of beginning and subject to all easements of Record.

Parcel F4: A part of Government Lot 5 in the Northeast Half of Section 31, Township 37 North, Range 7 West of the 2nd P.M., in the City of Gary, Lake County, Indiana, lying Westerly of the center line of Lake Street and North of the North line of Johnson-Kennedy Estates Fourth Subdivision, as shown in Plat Book 22, page 2, more particularly described as beginning at a point that is 183.02 feet West of the center line of Lake Street and 230.24 feet North of the center line of Hemlock Avenue which said center line is the said North line of Johnson-Kennedy Estates Fourth Subdivision; thence Westerly parallel with the center line of Hemlock Avenue and on the North line of Forest Court, 150 feet to a line that is 333.02 feet West of and parallel with the center line of Lake Street; thence Northerly parallel with the center line of Lake Street, 335.96 feet to the Grand Calumet River Lagoon; thence Northeasterly along the water's edge of said Lagoon to a line that is parallel with and 183.02 feet West of the center line of Lake Street, the chord distance of the line along said Lagoon being 152.57 feet and the chord bearing being North 77 degrees 29 minutes 56 seconds East; thence Southerly, parallel with and 183.02 feet West of the center line of Lake Street, a distance of 369.03 feet to the place of beginning and subject to all easements of record.

Parcel F5: Part of the Northwest Quarter of the Southeast Quarter of Section 31, Township 37 North, Range 7 West of the Second Principal Meridian, more particularly described as follows: Beginning at a monument at the intersection of the center line of vacated Gibson Street, (the center line of said Section 31) and the center line of Cypress Avenue; thence North along the center line of said Section 31, a distance of 721.81 feet; thence East, parallel with the center line of Hemlock Avenue, a distance of 185.05 feet to the point of beginning; thence East, parallel with the center line of Hemlock Avenue, a distance of 53.54 feet; thence North, parallel with the center line of Lake Street a distance of 26.4 feet; thence East, parallel with the center line of Hemlock Avenue a distance of 241 feet; thence South parallel with the center line of Lake Street a distance of 190.23 feet to the North right-of-way line of Kennedy Terrace; thence West, along the North right-of-way line of Kennedy Terrace a distance of 243.04 feet; thence Northwesterly along the right-of-way line of the Kennedy Terrace cul de sac a distance of 66.15 feet, said distance being along the arc of a curve that is concave to the Southwest and whose radius is 52.5 feet, whose chord length is 61.86 feet and whose chord bearing is North 64 degrees 31 minutes 21 seconds West; thence North, parallel with the center line of said Section 31 a distance of 137.15 feet, to the point of beginning, all in the City of Gary, in Lake County, Indiana.

Parcel F6: All of Lots 18 to 26, inclusive, Block "C", of Johnson-Kennedy Estates Second Subdivision, in the City of Gary, as shown in Plat Book 17, page 15, in the Recorder's Office in Lake County, Indiana.

Parcel F7: Part of the Northwest Quarter of the Southeast Quarter of Section 31, Township 37 North, Range 7 West of the 2nd P.M., and described as follows: Beginning at a monument at the intersection of the center line of said Section 31, (the center line of vacated Gibson Street) and the center line of Cypress Avenue; thence North along the center line of said Section 31, a distance of 338 feet to the place of beginning; thence continuing North along the center line of said Section 31, a distance of 383.81 feet; thence East, parallel with the center line of Hemlock Avenue, a distance of 185.05 feet; thence South, parallel with the center line of said Section 31, a distance of 137.15 feet, to a point on Kennedy Terrace cul de sac right of way; thence 146.14 feet Southerly, along said right of way line, and along the arc of a curve that is concave to the East, said curve having a radius of 52.5 feet, a chord length of 103.32 feet and a chord bearing parallel with the centerline of Section 31, Township 37 North, Range 7 West; thence South, parallel with the center line of said Section 31, a distance of 169.47 feet; thence West, parallel with the center line of Cypress Avenue, a distance of 32.15 feet; thence North and parallel with the center line of Lake Street, a distance of 26.15 feet; thence West, parallel with the center line of Cypress Avenue, a distance of 152.24 feet to the point of beginning, all in the City of Gary, Lake County, Indiana.

Parcel F8: Part of the West Half of the Northwest Quarter of the Southeast Quarter of Section 31, Township 37 North, Range 7 West of the 2nd P.M., Gary, Lake County, Indiana, described as follows: Beginning at a monument at intersection of the center line of vacated Gibson Street (center line of said Section 31) and the center line of Cypress Avenue, thence North along the center line of said Section 31, Township 37 North, Range 7 West, a distance of 338 feet; thence East, parallel with the center line of Cypress Avenue, a distance of 152.24 feet; thence South, parallel with the center line of Lake Street, a distance of 26.15 feet; thence East, parallel with the center line of Cypress Avenue, a distance of 32.15 feet to the point of beginning; thence North, parallel with the center line of said Section 31, a distance of 169.47 feet, to a point on the Kennedy Terrace right-of-way; thence 65.47 feet Northeasterly, along said right of way line and along the arc of a curve that is concave to the Northwest, said curve having a radius of 52.5 feet, a chord length of 61.31 feet and a chord bearing of North 64 degrees 10 minutes 20 seconds East, thence East, along the South right of way line of Kennedy Terrace distance of 244.63 feet; thence South, parallel with the center line of Lake Street, a distance of 196.10 feet; thence West, parallel with the center line of Cypress Avenue, a distance of 304.94 feet to the point of beginning, all in the City of Gary, in Lake County, Indiana.

Parcel 2: Lots 12, 13 and 14, Block 3, Johnson-Kennedy Estates Fourth Subdivision, in the City of Gary, as shown in Plat Book 22, page 2, in Lake County, Indiana.

Parcel 3: Lots 15 and 16, Block 3, Johnson-Kennedy Estates 4th Subdivision, in the City of Gary, as shown in Plat Book 22, page 2, in Lake County, Indiana.

Parcel 4: That part of vacated Kennedy Terrace lying West of the East lines of Parcel F5 extended South and Parcel F8 extended North as evidenced in Document recorded January 22, 1991, as Document No. 91003421, being a part of the West Half of the Northwest Quarter of the Southeast Quarter of Section 31, Township 37 North, Range 7 West of the 2nd P.M., in Lake County, Indiana.

Parcel 5: That part of vacated Hemlock Avenue lying West of the West line of Lake Street, as evidenced in Document recorded January 22, 1991, as Document No. 91003421, being a part of the West Half of the Northwest Quarter of the Southeast Quarter of Section 31, Township 37 North, Range 7 West of the 2nd P.M., in Lake County, Indiana.

Parcel 6: Part of Government Lot 5 in the Southeast Quarter of Section 31, Township 37 North, Range 7 West of the Second Principal Meridian, in the City of Gary, Lake County, Indiana, lying Westerly of the centerline of Lake Street and North of the North line of Johnson-Kennedy Estates Fourth Subdivision, more particularly described as follows: Beginning at the point of intersection of a line that is parallel to and 33 feet West of the centerline of Lake Street with a line that is parallel to and 180 feet North of the North line of Johnson-Kennedy Estates Fourth Subdivision, measured on a line parallel to Lake Street; thence Northerly on said 33-foot parallel line, 50 feet to a line that is parallel to and 230 feet North of the North line of Johnson-Kennedy Estates Fourth Subdivision measured along a line parallel to the centerline of Lake Street; thence Westerly on said 230-foot parallel line 452.41 feet to a line that is 485.41 feet West of the centerline of Lake Street measured on a line parallel to the North line of Johnson-Kennedy Estates Fourth Subdivision; thence Southerly on said 485.41 foot parallel line a distance of 10 feet to a curved line of 40-foot radius; thence Westerly, Southerly and Northerly on the arc of the curve struck by the 40-foot radius whose centerpoint is the intersection point of the aforesaid 485.41 foot parallel line with a line that is parallel to and 180 feet Northerly of the North line of Johnson-Kennedy Estates Fourth Subdivision, measured along a line parallel to and 485.41 feet West of the centerline of Lake Street, an arc distance of 187.25 feet to aforesaid line that is 180 feet North of and parallel to the North line of Johnson-Kennedy Estates Fourth Subdivision, measured along a line parallel to the centerline of Lake Street; thence Easterly on said 180-foot parallel line a distance of 412.41 feet to the point of beginning, excepting therefrom the following: that part lying West of a line described as beginning at a point on the South line of heretofore Forest Court 373 feet West of the centerline of Lake Street; thence Northerly on a line which is parallel to and 373 feet West of the centerline of Lake Street, 10 feet; thence Northwesterly on the arc of the curve struck by the 40-foot radius whose centerpoint is the intersection of the aforesaid 373-foot parallel line with the North right of way line of heretofore Forest Court, 64.05 feet to the North right of way line of heretofore Forest Court.

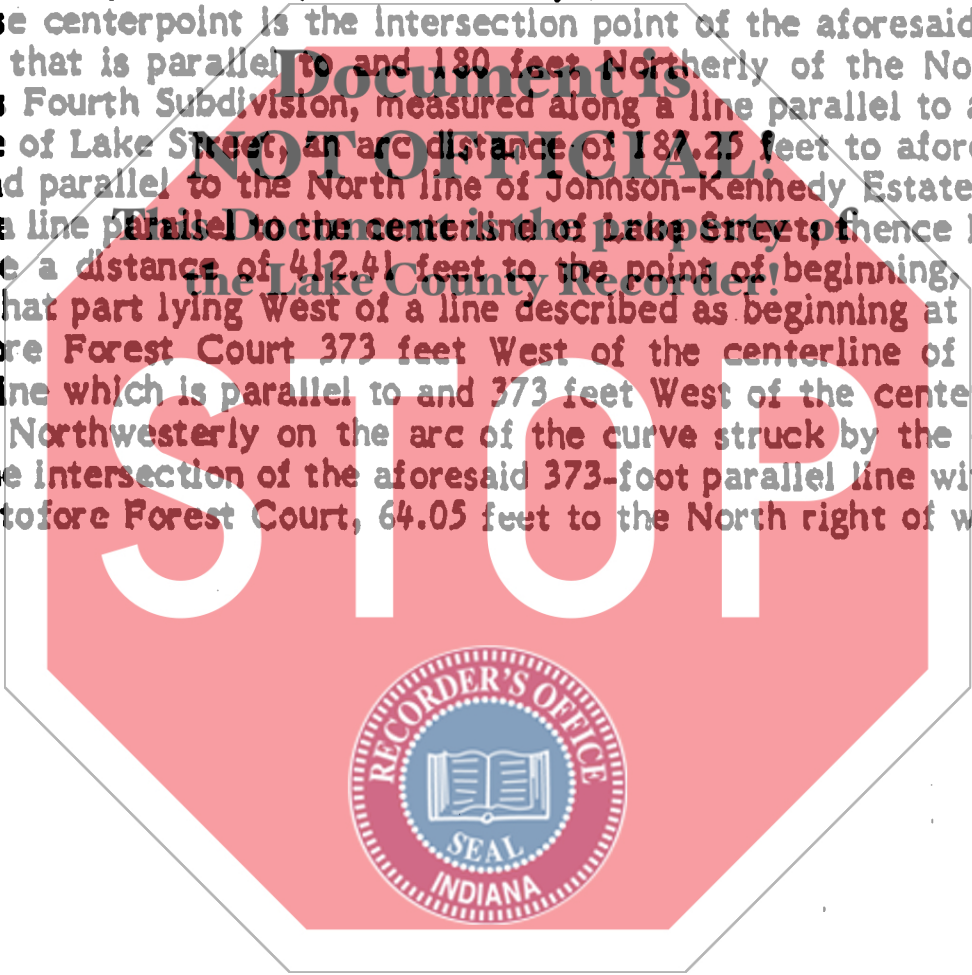


EXHIBIT B

CERTIFICATION OF CONTINUING PROGRAM COMPLIANCE

Witnesseth that on this _____ day of _____, 19_____, the undersigned, having borrowed certain funds from the City of Gary, Indiana (the "Issuer") in association with the Issuer's \$[14,500,000] Economic Development Revenue Bonds, Series 1991 A (The Miller Partnership, L.P. Project), for the purpose of financing a multifamily residential rental housing project located in Gary, Indiana (the "Project"), does hereby certify that during the preceding year (i) such Project was continually in compliance with the Tax Regulatory Agreement dated as of April 1, 1991 by and between the Issuer and the Developer, (ii) _____ % of the units in the Project were occupied by Low or Moderate Income Tenants (minimum of 20% required) or are currently vacant and being held available for such occupancy and have been so held continuously since the date a Low or Moderate Income Tenant vacated such unit, as set forth below.

List names of Low or Moderate Income Tenants who commenced or terminated occupancy during the preceding year.

Commenced Occupancy

Terminated Occupancy

- 1.
- 2.
- 3.

- 1.
- 2.
- 3.

Attach a separate sheet listing the apartment numbers of each unit in the Project and indicating which units are occupied by Low or Moderate Income Tenants.

The representations set forth herein are true and correct to the best of the undersigned's knowledge and belief.



THE MILLER PARTNERSHIP, L.P.

By: Draper & Kramer
Property Manager

By: _____

EXHIBIT C

INCOME COMPUTATION AND CERTIFICATION FORM

Re: Marina Dunes Apartments Development
 Gary, Indiana
 Unit Address and Number: _____

I/We, the undersigned, being first duly sworn, state that I/we have read and answered fully, frankly and personally each of the following questions for all persons who are to occupy the residential rental unit in the above development for which application is made, all of whom are listed below:

1. Names of Members of the Household	2. Relationship to Head of Household	3. Age	4. Social Security Number
_____	HEAD SPOUSE	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

5. The anticipated total income of all the above persons, except minors younger than 18 years of age, during the 12-month period beginning this date is as follows:

<u>Name</u>	<u>Wages*</u>	<u>Interest and Dividends</u>	<u>Periodic Payments**</u>	<u>Other***</u>	<u>Total</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
TOTAL					_____

*All wages and salaries, over-time pay, commissions, fees, tips and bonuses, and other compensation for personal services, in each case before payroll deductions.

**The full amount of periodic payments received from social security, annuities,

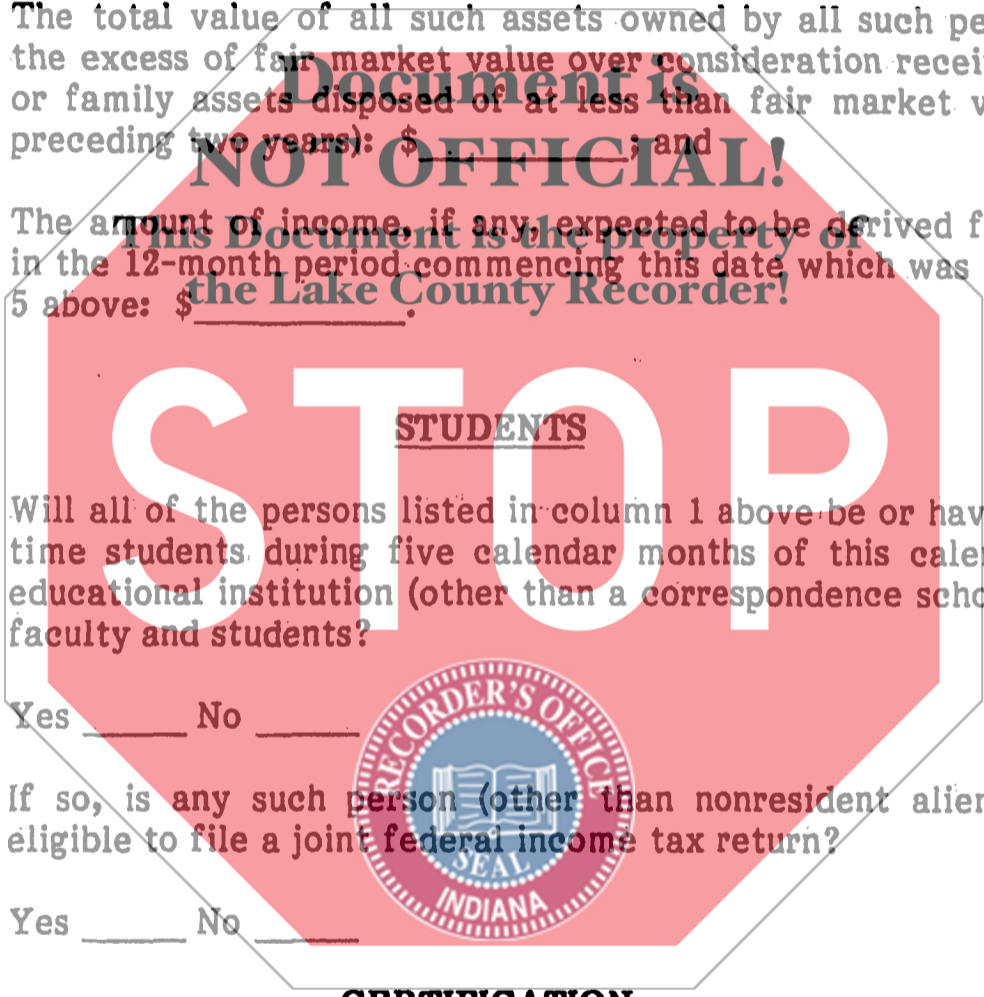
insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, worker's compensation, public or welfare assistance, and alimony and child support payments.

*****SEE SCHEDULE A ATTACHED HERETO FOR MORE DETAILED INFORMATION CONCERNING OTHER INCOME AND EXCLUDABLE ITEMS.**

FAMILY ASSETS

6. If any of the persons described above (or whose income or contributions was included in item 5) has any savings, stocks, bonds, equity in real property, personalty (excluding necessary items such as autos and furniture) or any other form of capital investment, provide:

- a. The total value of all such assets owned by all such persons (including the excess of fair market value over consideration received for business or family assets disposed of at less than fair market value during the preceding two years): \$ _____; and
- b. The amount of income, if any, expected to be derived from such assets in the 12-month period commencing this date which was included in item 5 above: \$ _____.



- 7. a. Will all of the persons listed in column 1 above be or have they been full time students during five calendar months of this calendar year at an educational institution (other than a correspondence school) with regular faculty and students?
Yes _____ No _____
- b. If so, is any such person (other than nonresident aliens) married and eligible to file a joint federal income tax return?
Yes _____ No _____

CERTIFICATION

I/We have reviewed Schedule A attached hereto and certify that the income set forth in paragraph 5 above includes all income, from all sources described on Schedule A, with no exceptions, and are given under penalty of perjury. We acknowledge that all of the above information is relevant to the status under federal income tax law of certain housing tax credits and/or tax-exempt economic development revenue bonds to finance the apartment for which application is being made. We consent to the disclosure of the foregoing information to the U.S. Government, the developer of the project, investors in the project and their legal and accounting representatives, and to any lender providing financing for the development.

Date: _____, 19__

_____ Head of Household

Spouse

[Notary Appears on Following Page]



STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____, the _____, who acknowledged execution of the foregoing document as individuals on their own behalf, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this _____ day of _____, 1991.

My Commission Expires: _____

(signature)

**Document is
NOT OFFICIAL!**

This Document is the property of _____
the Lake County Recorder! (printed name)

My County of Residence: _____ Notary Public in and for said County and State

STOP



FOR COMPLETION BY DEVELOPMENT OWNER OR MANAGER ONLY:

1. Calculation of Eligible Income:

a. Enter total amount entered for entire household, except minors, in 5 above:

\$ _____

b. If the amount entered in 6.a above is greater than \$5,000, enter the excess of _____ % (being the current passbook savings rate as determined by HUD) of line 6.a. over the amount entered on line 6.b., if any.

\$ _____

TOTAL ELIGIBLE INCOME
(line 1.a plus line 1.b):

\$ _____

2. First Year Certifications. In order to comply with applicable federal tax law the development has elected to comply with the requirement that at least 20 percent of the units in the development will be rented to individuals and families with incomes of less than or equal to 50 percent of Median Gross Income for the Area.* Based upon the foregoing election, the Total Eligible Income of the occupants of the unit as a first year tenant qualifies the unit as a set-aside unit for purposes of the housing tax credit provisions contained in Section 42(g) and tax-exempt bond provisions of Section 142(d) of the Internal Revenue Code of 1986.

3. Recertifications. Applicable federal law requires that the determination of whether the income of residents of a unit in the Development exceeds the applicable income limit shall be made at least annually on the basis of the current income of the residents. On recertification, the income of such resident shall be treated as continuing to not exceed the applicable income limit unless, as of the most recent annual recertification, (a) such resident's income exceeds 140% of the income limit applicable for first year tenants, and (b) before the next income determination, any residential unit of comparable or smaller size in the development is occupied by a new resident whose income exceeds the applicable income limit.

Applicant/Tenant:

_____ Qualifies as a first year Low or Moderate Income Tenant under paragraph 2 above.

_____ Qualifies, on recertification, as a continuing tenant under the 140% test under paragraph 3 above.

_____ Does not, on recertification, qualify as a Low or Moderate Income Tenant (NOTE: If this box is checked and the development is not 100% Low or Moderate Income, the next available unit of comparable or smaller size in the development may need to be rented to a first year qualifying Low or Moderate Income Tenant to assure that at least 20% of the units are occupied by, or available for rental to, qualifying tenants).

Date: _____, 19__.

Owner/Manager

* "Median Gross Income for the Area" means the median income for the statistical area where the Project is located as determined by the Secretary of Housing and Urban Development under Section 8(f)(3) of the United States Housing Act of 1937, as amended, taking into account adjustments for family size or if programs under said Section (8)(f) are terminated, median income determined under the method used by the Secretary immediately prior to the termination. Such income figures are to be updated annually by HUD.

