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Exhibit A

Subject Properties as of April 30, 2014

1. Thomas Place Glenview (TP Glenview) (2006)
2200 Patriot Blvd., Glenview, IL 60026
2. Thomas Place Fox Lake (TP Fox Lake) (2010)
27292 W. Nippersink Road, Fox Lake, IL 60020
3. Thomas Place Bettendorf (TP Bettendorf) (2010)
2205 Kimberly Road, Bettendorf, IA 52722
4. Thomas Place Waukee (TP Waukee) (2010)
560 S.E. Brick Drive, Waukee, IA 50263
5. Hometown Harbor East Moline (HH East Moline) (2011)
1011 49th Ave., East Moline, IL 61244
6. Zurich Meadows (2012)
250 Mohawk Trail, Lake Zurich, IL 60047
7. Thomas Place Gurnee (TP Gurnee) (2012)
401 N. Hunt Club Road, Gurnee, IL 60031
8. Gardiner Place (2013)
251 River Haven Dr., East Dundee, IL 60118
9. Thomas Place Orland Park (TP Orland Park) (2013)
15415 S. Harlem Ave., Orland Park, Illinois 60462
10. Thomas Place Glendale Heights (TP Glendale) (2013)
1123 Bloomingdale Road, Glendale Heights, IL 60139
11. Alice Place (currently in design/construction phase)
255 SE Brick Dr., Waukee, IA 50263
12. Lisle Senior Housing (Arbor Place) (currently in design/construction phase)
3060-3080 Ogden Ave., Lisle, Illinois 60532

Exhibit B

Tested Properties as of April 30, 2014

1. Thomas Place Glenview (TP Glenview)
2. Thomas Place Fox Lake (TP Fox Lake)
3. Thomas Place Bettendorf (TP Bettendorf)
4. Thomas Place Waukee (TP Waukee)
5. Hometown Harbor East Moline (HH East Moline)
6. Zurich Meadows
7. Thomas Place Gurnee (TP Gurnee)
8. Gardiner Place
9. Thomas Place Glendale Heights (TP Glendale)

Exhibit C

Role of Each Design/Build Defendant in the Subject Properties

Ryan Companies US, Inc.

Developer: TP Fox Lake, TP Bettendorf, TP Waukee, TP Gurnee, TP Orland Park, Lisle Senior Housing
Builder: TP Glenview, TP Fox Lake, TP Bettendorf, TP Waukee, Zurich Meadows, TP Gurnee, TP Orland Park
Architect: TP Fox Lake, TP Bettendorf, TP Waukee, TP Gurnee, TP Orland Park
Owner: TP Fox Lake, TP Gurnee, TP Orland Park, Lisle Senior Housing

Ryan A + E, Inc. f/k/a Design Build Architectural Services, Inc.

Architect: TP Fox Lake, TP Bettendorf, TP Waukee, TP Gurnee, TP Orland Park

James N. Bergman

Developer: TP Glenview, TP Fox Lake, TP Bettendorf, TP Waukee, HH East Moline, TP Gurnee, Gardiner Place, TP Orland Park, Alice Place
Owner: TP Glenview, TP Fox Lake, TP Bettendorf, TP Waukee, HH East Moline, TP Gurnee, Gardiner Place, TP Orland Park, Alice Place

Iceberg Development Group, LLC

Developer: HH East Moline, Gardiner Place
Owner: HH East Moline, Gardiner Place

Thomas and Thomas Associates, Inc.

Developer: TP Glenview, TP Fox Lake, TP Gurnee, TP Glendale Heights

TP Gurnee, L.P. and TPA Gurnee GP, LLC

Developer and Owner: TP Gurnee

Gardiner Senior Apartments, LP and Gardiner Senior Development, LLC

Developer and Owner: Gardiner Place

TPA Orland, L.P. and TPA Orland GP, LLC

Developer and Owner: TP Orland Park

GHSA LP and GHSA GP, LLC

Developer and Owner: TP Glendale

Alice Place LP and Alice Place GP, LLC

Developer and Owner: Alice Place

RP Lisle LP and RP Lisle GP, LLC

Developer and Owner: Lisle Senior Housing

Exhibit D

Defendants Necessary for Complete Relief

Management Defendants

1. Pioneer Property Management, Inc.
2. PPMI Management, LLC
3. RRG Development, Inc.

Owner Defendants

1. Thomas Place, L.P.
2. Thomas Place, LLC
3. TPA Fox Lake, L.P.
4. TPA Fox Lake GP, LLC
5. JNB Hometown Harbor Bettendorf, L.P.
6. JNB Hometown Bettendorf, LLC
7. JNB Hometown Harbor Waukee, L.P.
8. JNB Hometown Waukee, LLC
9. Hometown Harbor East Moline Limited Partnership
10. Iceberg Development Group, LLC
11. Zurich Meadows Senior Apartments, L.P.
12. Zurich Meadows Apartments, LLC
13. TPA Gurnee, L.P.
14. TPA Gurnee GP, LLC
15. Gardiner Senior Apartments, LP
16. Gardiner Senior Development, LLC
17. TPA Orland, L.P.
18. TPA Orland GP, LLC
19. GHSA, LP
20. GHSA GP, LLC
21. Alice Place, LP
22. Alice Place GP, LLC
23. House of Light Properties, L.L.C.
24. RP Lisle, L.P.
25. RP Lisle GP, LLC
26. Ryan Companies US, Inc.
27. James N. Bergman

Standards for Architectural Planning and Construction Certification

Information provided through the Architectural Planning and Construction Certification must be consistent with the information presented elsewhere within the Project Application. Any discrepancies between the Architectural Planning and Construction Certification and the Project Application may preclude a Project from scoring or result in a failure to meet mandatory Application requirements.

Project name:

Architect Name:

Firm Name:

Address:

Telephone:

Complete all text boxes

Illinois License #:

Design Firm License #:

Definitions

Residential: Include all square footage attributable to the construction of the residential units including hallways, elevator spaces, lobbies, managers office, common areas, building amenities, community space, garages, carports, porches, etc.

Commercial: Include all square footage attributable to the construction of leaseable commercial space in the project.

Services Area: Include all square footage attributable to areas for the provision of resident tenant services.

Off-Site Improvements: Include all square footage attributable to improvements made in areas outside the project boundaries such as installation of public utilities, roads, landscaping, curbs, storm sewers, light standards, etc.

Construction Information

Enter a numerical value (which may be '0') in all blue cells below

Gross SF	%		Age of building(s) to rehabilitated	# of bldgs	# of stories	# of elevators	
	0.0%	Residential: New Construction SF					Single family detached
	0.0%	Residential: Rehabilitation / conversion of non-residential buildings into residential buildings SF					Single family attached (townhouse)
	0.0%	Residential: Rehabilitation of Existing Housing SF					2-4 unit
	0.0%	Residential: Rehabilitation of Abandoned and Foreclosed Single-Family Housing SF					5+ unit
	0.0%	Residential: Total SF					Other
	0.0%	Commercial Space SF					Total
	0.0%	Resident Service Space SF					
	0.0%	Total SF		0			
	0.0%	Residential: New Construction SF					Total Project Units

Construction type (ie. wood frame, masonry, modular, etc.):

Characters remaining: 580

Interior Improvements:

Characters remaining: 580

Exterior improvements:

Characters remaining: 580

Site Improvements:

Characters remaining: 580

Off-site Improvements:

Characters remaining: 580

Demolition of exlstng structures (to create vacant land):

Characters remaining: 580

Architectural Standards

Indicate Compliance with the Authority's Standards for Architectural Planning and Construction using the drop down menus in the rose colored cells below

The Project will comply with the Authority's Standards for Architectural Planning and Construction including:

	All minimum green design requirements as specified in the Standards for Architectural Planning and Construction Section 14.00 - Green Criteria; and
	All applicable Federal and State accessibility laws and / or as specified in the Standards for Architectural Planning and Construction Section 8.00 - Accessibility Standards; and
	All Project amenities as specified in the Standards for Architectural Planning and Construction Section 7.00 - Design and Planning, and an additional five (5) amenities as selected from the list below.

Indicate amenities that will be included in the Project by selecting 'X' from the drop down menus in the rose colored cells below

	Secured bicycle parking (minimum of eight (8) slots per twenty five (25) units)
	Exercise / Fitness Center with at least one (1) machine per 15 units
	Two (2) picnic tables and one (1) grill for every twenty-five (25) units
	An equipped sports court (volleyball, tennis, basketball, etc.) for every 100 units
	Computer room equipped with one (1) computer for every ten (10) units
	Garden plots / designated community garden area with a minimum of 15 square feet per unit
	Upgraded landscaping, including one tree planted on site for every ten units
	100% native or adaptive plantings/landscaping
	Energy Star-rated dishwasher in every unit
	Microwave oven in every unit

	Energy Star-rated ceiling fan with switched light fixture in every living room and bedroom
	Screen doors for every unit
	Porch / patio / balcony for each unit
	Storage space is 25% greater than the minimum requirement
	Residential units are 15% larger than the minimum requirement
	On-site car sharing
	Trash disposal chutes
	Library / Reading room
	Hair salon
	Health and wellness center

Comments:

Characters remaining: 1000

I hereby certify that to the best of my knowledge the information provided above and pertaining to Architectural Planning and Construction is true and correct.

Signature: _____ Date: _____



**ILLINOIS HOUSING DEVELOPMENT AUTHORITY
STANDARDS FOR
ARCHITECTURAL PLANNING AND CONSTRUCTION**

Published December 2013

Effective for all projects receiving building permits after December 31, 2013

Content in italic indicates a revision from a previous version.

INTRODUCTION

The Standards for Architectural Planning and Construction (Standards) are being provided as an aid for owners/developers, architects and contractors for the design and construction of quality affordable housing. These Standards shall be used as a reference in establishing Illinois Housing Development Authority's (Authority) minimum quality standards. The Authority will use these standards to evaluate the plans, specifications and other relevant data of the proposed housing development, including new construction, rehabilitation and the adaptive reuse of existing buildings. We encourage users to exceed these minimum requirements whenever possible, making projects more viable and extending their longevity. By increasing items such as the building's energy efficiency, utilizing environmentally friendly materials, and insuring projects are more cost effective to construct and operate, the owner/developer, taxpayer and the end-user all benefit.

The Authority's design review will be based in-part by the following broad policy objectives:

- Compliance with the Standards to the greatest extent feasible per the scope of work, funding sources and Property Needs Assessment.
- The quality of the building(s) and other improvements must be consistent with the underwriting and program requirements.
- The project must comply with all local, state, and federal codes or regulations (including any applicable lead-based paint, mold, and asbestos regulations and any other Authority requirement).
- The development must be consistent with the demands of the marketplace.
- The design and construction must be consistent with recognized standards and accepted practices in the construction industry.
- The Authority reserves the right to object to any proposed building system or material selection as being in conflict with the Authority's interests.

The Standards are subject to change and modification, this version supersedes and replaces any prior versions. The Authority will also evaluate certain aspects of the Standards that may require modification in order to meet the unique site, design or use of the development. In this event, the Authority will consider modification requests on a case by case basis. It is therefore highly recommended that Authority staff be involved in the design concept at the earliest stage possible to provide guidance through the review process. Lastly, the Authority or it's agents shall have the right of access to the property.

mentioned Codes and Regulations, the construction must also be consistent with recognized standards and accepted practices in the construction industry.

These standards are primarily for new construction. However, any new work done in any rehabilitation or adaptive reuse shall comply with the standards for new materials. If unsure as to which standards shall apply, consult with IHDA Architectural Services staff.

As these Projects will sustain affordable housing over the loan term, the Authority encourages the incorporation of innovation and cost effectiveness whenever possible. The Authority recommends careful consideration of the material selection for the project, as long lasting and durable materials that will minimize unnecessary maintenance and replacement are preferred.

7.01 Required Project Amenities:

- Secured building features, such as security staff, cameras, alarm systems, secure common hallways and entrances, etc. appropriate for the population served and the location of the Project.
- The capability for each unit to access high-speed internet either through wireless service to all residents or hard-wire connection, such as coaxial or Cat-5 cable.
- Window treatments for each unit, such as mini blinds or curtains.
- On-site laundry facilities that will include, at a minimum, one of the following: a.) one washer for every four units with one dryer for every two washers, or b.) washers and dryers installed and maintained in every unit. The provision of washer/dryer hook-ups will not fulfill the requirement for on-site laundry. (See section 15.02 of this standard.)

If the Project has three-bedroom units:

- The units must contain one full bathroom and a three-quarters bathroom consisting of a toilet, sink and shower.

If the Project has four or more bedroom units:

- The units must contain at least two full bathrooms.

Recreation space:

- Elderly Projects, Supportive Housing Projects and SLF Projects, must include a furnished multipurpose or activity room appropriately sized for the development.
- All non-elderly Projects must include a fully equipped playground or tot lot appropriately sized for the Project.

8) Accessibility Standards

Accessibility Codes and Acts: One or more of the following accessibility Codes and Acts shall be applicable to any development funded by IHDA. When there is a conflict in the design requirements of the various Acts and Codes, the most stringent requirements will prevail. If unsure as to which standards shall apply, Authority Architectural Services staff should be consulted.

8.01 Fair Housing Act:

All new construction projects of four or more dwelling units and all buildings constructed for first occupancy after March 13, 1991 are required to comply with accessibility standards and design requirements mandated by Federal Fair Housing Act and ICC/ANSI A117.1, Latest Edition. <http://www.hud.gov/offices/fheo/disabilities/fhefhag.cfm>

8.02 Illinois Accessibility Code:

Housing units that are owned or financed by a governmental unit (Authority) that consist of five or more dwelling units on each project site, shall comply with all requirements of Section 400.350, Multi-

Story Housing requirements Section 400.360, Requirements for Adaptable Dwelling Units of The Illinois Accessibility Code. Renovation projects must comply with Section 400.510 of the Code to determine the level of accessibility required.

http://www.illinoisattorneygeneral.gov/rights/environmental_barriers.html

8.03 Section 504 of the 1973 Rehabilitation Act:

Projects that receive federal financial assistance must comply with Section 504 of the 1973 Rehabilitation Act and 1984 Uniform Federal Accessibility Standards (UFAS):

www.access-board.gov/ufas/ufas.pdf

<http://www.hud.gov/offices/ftheo/library/UFASAccessibilityChecklistforPHAs-5-7-08.pdf>

8.04 The Americans with Disabilities Act:

The common areas open for public use, such as a property management or rental office, shall comply with the requirements of The Americans with Disabilities Act (latest revision).

8.05 Local Building Codes:

Projects must comply with the adopted local building code.

Technical Requirements:

- 8.06** For new constructed buildings that do not have an elevator, 100% of the total number of Ground Floor units must comply with the requirements of the Fair Housing Act and 20% of the total number of dwelling units must comply with the Requirements for Adaptable Dwelling Units, Chapter I, §400.360 of the Illinois Accessibility Code.
- 8.07** For new constructed buildings equipped with an elevator, 100% of the total number of units must comply with the requirements of the Fair Housing Act and 20% of the total dwelling units must comply with the Requirements for Adaptable Dwelling Units, Chapter I, §400.360 of the Illinois Accessibility Code.
- 8.08** New construction projects that are recipients of federal financial assistance, in whole or in part, shall have a **minimum** of 5% of the total number of units or at least one unit (whichever is greater) constructed as being fully accessible for persons with mobility impairments. A **minimum** of an additional 2% of the total number of dwelling units or a least one unit (whichever is greater) must be suitable for occupancy by people with hearing or visual impairments. The number of hearing and visual impaired units shall not be included in the required unit count for accessible units. In projects where there is a variety of units are offered, at least one of each type of unit, including town houses, must be accessible to persons who are mobility impaired. The development must offer the same choices and variety of units to persons with mobility impairments as those who are not mobility impaired. This requirement will overlap some of the other required code requirements and together will satisfy all of the accessibility code requirements.
- 8.09** For rehabilitation projects, Section 400.510 of the Illinois Accessibility Code will determine the level of accessibility required. In addition, projects that receive federal financial assistance will also be required to comply with 24 CFR § 8.23, Alterations of existing housing facilities.
- 8.10** Unless technically infeasible, existing buildings where a change of occupancy occurs shall comply with the requirements for new construction mandated by the Illinois Accessibility Code and local building codes.
- 8.11** Common use areas exclusively for tenants and their guests must meet the requirements the Illinois Accessibility Code and ICC/ANSI A117.1, latest edition.
- 8.12** The requirements described in Section 400.610 of the Illinois Accessibility Code will govern renovation of buildings of a historic nature and any requirements of the State of Illinois Historical Agency.

9) Visitability

Visitability design criteria allow persons with disabilities, access to residential units by providing them with the

Exhibit F

**EXHIBIT 1T
APPLICATION CERTIFICATION**

Project Name: _____

Architect and Developer/Co-Developer – Building Codes and Standards, Size and Cost of Land

Whereas, I certify that the size of the land for this construction site reflects the actual amount of land that is necessary, appropriate and that will be used only for this project.

Whereas, I certify that at a minimum, the preliminary design for proposed tax credit project meets or exceeds the requirements of the codes, laws and regulations named in the QAP, Building Standards section, and that said features of the code shall be incorporated in the final design and construction of the project if funded.

Whereas, I certify that I have reviewed the Threshold Application and acknowledge the election to exceed the minimum number of handicapped accessible units required. The Threshold Application commits to having 25% 50% 75% (select one) of the Low-Income Housing Tax Credits as fully handicapped accessible (not adaptable).

Whereas, I certify that all minimum construction characteristics listed in the Threshold Application will be met or exceeded. In addition, the proposed building equipment/materials will be used for the construction of the project. It is my understanding that unless I receive written permission from IFA, none of the listed materials may be substituted.

The Architect hereby represents and certifies under penalty of perjury items in this certification.

Name of Architectural Firm

Name of Architect

Signature of Architect

In addition to the certification above, the Developer and Co-Developer (if applicable) certify that the cost of the land for this construction site is necessary and appropriate, and that this land will not be subdivided or sold in whole or in part in the future.

Name of Developer

Name/Title

Signature of Developer

Name of Co-Developer (if applicable)

Name/Title

Signature of Co-Developer

Ownership Entity/Applicant - Capital Needs Assessment
(For Rehabilitation, Preservation and Adaptive Reuse Projects)

9% Tax Credit Projects - The undersigned acknowledges that a Capital Needs Assessment will be required with the Carryover Application.

4% Tax Credit Projects - The undersigned acknowledges that a Capital Needs Assessment must be provided to IFA, and approved, prior to start of construction.

Name of Ownership Entity/Applicant

Name/Title

Signature of Ownership Entity/Applicant

Ownership Entity/Applicant – Public Housing Authority Notification

The undersigned acknowledges the Commitment to notify the Public Housing Authority (PHA) of vacancies.

Name of Ownership Entity/Applicant

Name/Title

Signature of Ownership Entity/Applicant

Ownership Entity/Applicant – Affirmative Marketing Plan

The undersigned acknowledges the Affirmative Marketing Plan requirement and that IFA will require the Applicant to submit an Affirmative Marketing Plan no less than 30 days prior to Placed in Service date.

Name of Ownership Entity/Applicant

Name/Title

Signature of Ownership Entity/Applicant

**General Partner, Developer, Consultant, Management Company - Authorization to Verify
Creditworthiness**

The undersigned understands that the Iowa Finance Authority (IFA) is relying on the information provided herein in deciding to grant or continue credit. The undersigned authorizes IFA to make all inquiries it deems necessary to verify the statements made herein, and to determine the undersigned creditworthiness.

Name of General Partner

Name/Title

Signature of General Partner .

Name of Co-General Partner (if applicable)

Name/Title

Signature of Co-General Partner

Name of Developer

Name/Title

Signature of Developer

Name of Co-Developer (if applicable)

Name/Title

Signature of Co-Developer

Name of Consultant

Name/Title

Signature of Consultant

Name of Management Company

Name/Title

Signature of Management Company Representative

Ownership Entity/Applicant and Developer – General Certifications

The undersigned, having full power and authority to execute, deliver, perform, enter into and carry out the performance of this Threshold Application, hereby represents and certifies under penalty of perjury that:

The undersigned Ownership Entity/Applicant and Developer or their duly authorized agent are responsible for ensuring that the Project described in this Threshold Application (the "Project") consists or will consist of the Qualified Residential Rental Property as defined in IRC Section 42 and 103, and covenants to satisfy all applicable requirements of federal tax law in the acquisition, rehabilitation, or construction and operation of the Project to receive Tax Credits.

The Ownership Entity/Applicant or Developer is eligible to file the Threshold Application. The Ownership Entity is eligible to receive an allocation of Tax Credits, enter into a Carryover Agreement and has sufficient capacity to place the Project in Service in a timely manner to qualify for the issuance of a Form 8609. The Ownership Entity/Applicant, the Developer and any Significant Party to the Project (as defined in Section 5.4.6 of the QAP) are not ineligible under the QAP.

All of the information contained in the Threshold Application including the Exhibits is true, complete and accurate and the Iowa Finance Authority may rely on this information, representations and covenants to award Tax Credits to the Ownership Entity. Misrepresentations of any kind may be grounds for denial or loss of Tax Credits, notification of the Internal Revenue Service and may affect future participation in the Tax Credit program in Iowa.

The Ownership Entity/Applicant and the Developer are responsible for all calculations and figures relating to the determination of the Eligible Basis for the Project and understand and agree that the amount of Tax Credit is calculated by reference to the figures submitted with this Threshold Application, as to the Eligible Basis and Qualified Basis of the Project and individual buildings.

The Ownership Entity/Applicant and the Developer certify that the amounts included in the replacement reserves and the operating reserves are an adequate amount necessary to maintain the Project in good repair. The Ownership Entity/Applicant and the Developer certify that these amounts will be available for unit repairs as necessary and understands that the reserve set-aside is a compliance issue.

The Ownership Entity/Applicant and the Developer acknowledge, in the event it becomes necessary for the Iowa Finance Authority to amend the Threshold Application Package, that the Ownership Entity/Applicant's and Developer's Threshold Application must include an acknowledgement of any amendments or modifications to the Threshold Application Package.

The Ownership Entity/Applicant and the Developer and their respective agents agree that they will, at all times, indemnify and hold the State of Iowa and the Iowa Finance Authority, its Board members, employees, agents, elected and appointed officials, harmless against all losses, costs, damages, expenses and liabilities of whatsoever nature or kind including, but not limited to, attorney's fees including the value of time or the Attorney General's office, litigation and court costs, amounts paid in settlement, and amounts paid to discharge judgment, any loss from judgment from the Internal Revenue Service directly or indirectly resulting from, arising out of, or related to acceptance, consideration and approval or disapproval of such reservation, allocation request, Carryover Agreement or a request for a Form 8609.

The Ownership Entity/Applicant and the Developer, by and through duly authorized officer(s), manager(s) or general partner(s) (or, if an individual, by his or her signature), hereby represent and certify that the information contained in this Threshold Application, to the best of their knowledge, is true, complete and accurately describes the proposed Project.

The Ownership Entity/Applicant hereby certifies that no significant parties (as defined in QAP Section 5.4.6) are ineligible pursuant to QAP subsection 5.4.6.1.

The Ownership Entity/Applicant and Developer hereby represent and certify under penalty of perjury that the 2012 QAP requirements will be met.

The Ownership Entity/Applicant and Developer hereby represent and certify under penalty of perjury items in this certification.

Name of Ownership Entity/Applicant

Name/Title

Signature of Ownership Entity/Applicant

Name of Developer

Name/Title

Signature of Developer

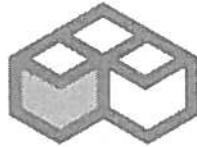
Name of Co-Developer (if applicable)

Name/Title

Signature of Co-Developer



IOWA FINANCE
AUTHORITY



**IOWA FINANCE
AUTHORITY**

**Iowa Finance Authority
Low-Income Housing Tax Credit Program
2013 Qualified Allocation Plan**

SECTION 1. INTRODUCTION

Thank you for your interest in the Low-Income Housing Tax Credit (LIHTC) Program. The Iowa Finance Authority (IFA) administers this program in Iowa, as specified in Iowa Code Section 16.52. In accordance with Section 42 of the Internal Revenue Code (the Code), IFA has developed this Qualified Allocation Plan (QAP) to establish the criteria and process for the allocation of the housing Tax Credit to qualified rental housing developments in Iowa. IFA will implement the QAP following approval of the QAP by the IFA Board of Directors. Final approval of the QAP by the Governor shall be a precondition to the execution of any Carryover Agreement under this QAP. This QAP shall govern the allocation year 2013 and additional Tax Credits authorized by the Heartland Disaster Tax Relief Act of 2008.

The QAP consists of three parts and two appendices:

- Part A establishes the requirements for nine percent (9%) Tax Credits.
- Part B establishes the requirements for four percent (4%) Tax Credits with tax-exempt bonds.
- Part C establishes the terms and conditions that apply to all Tax Credit funded Projects.
- Appendix 1 establishes the threshold requirements for building, construction, site, and rehabilitation that apply to all Tax Credit funded Projects.
- Appendix 2 establishes a glossary of terms.

To the extent possible, the following schedule applies to the Tax Credit Reservation Application process for nine percent (9%) Tax Credits:

Step 1	Rules and QAP become final	Upon adoption and filing of the rules
Step 2	Application and accompanying exhibits available based on 2013 QAP	On or about October 15, 2012
Step 3	Mandatory Developer Application training session	On or about October 15-17, 2012
Step 4	Nonprofit set-aside and Lead Service Provider exhibits due at IFA (if applicable)	On or about November 9, 2012
Step 5	Application due at IFA	December 10, 2012 at 4:30 PM

5. 2009 International Mechanical Code adopted and published by the International Code Council.
6. 2008 Uniform Plumbing Code adopted by the International Association of Plumbing and Mechanical Officials.
7. 2011 National Electric Code adopted by the National Electrical Code Committee and published by the National Fire Protection Association, Inc.
8. 2009 International Energy Conservation Code adopted by the International Code Council.
9. Iowa Administrative Code Chapters: 300 (Administration), 301 (General Provisions), 302 (Accessibility of Building), 303 (Energy Conservation), and 350 (State Historic Building), and 25 (State Plumbing Code).
10. Uniform Federal Accessibility Standards provided in 24 CFR Part 8 and delineated in the American National Standards Institute Standard 2007 A117.1.
11. The Americans with Disabilities Act 1990 provided by the Federal Department of Justice.
12. The Federal Fair Housing Act of 1988 including Title VI of the Civil Rights Act of 1964, Section 109 of the Housing and Community Development Act of 1974, Title VIII of the Civil Rights Act of 1968, Section 3 of the Housing and Urban Development Act of 1968, Executive Order 11063, Section 504 of the Rehabilitation Act of 1973.
13. For adaptive reuse/rehabilitation, the Lead Base Paint Poisoning Prevention Act, the Department of Housing and Urban Development (HUD) Guidelines for the Evaluation and Control of Lead Based Paint Hazards, Environmental Protection Administration (EPA) and Occupational Safety and Health Act (OSHA) provisions shall apply when applicable.
14. For adaptive reuse/rehabilitation, State Historic Preservation Office (SHPO) clearance Section 106 of the National Historic Preservation Act, 36 CFR Part 800 for Projects receiving any direct federal funding (HOME or categorical grant) or affecting properties listed in the National Register of Historic Places, or in a designated historic preservation district or zone.

G. Minimum Development Characteristics. Iowa's environments places heavy demands upon building envelope energy requirements and exterior building components systems. In order to enable long term housing affordability, low maintenance building exteriors and high energy efficiency, structural envelopes and appliances uses are encouraged. For nine percent (9%) Tax Credits, installations that exceed minimal standards may be awarded extra points in the Application as described in Section 6, Scoring Criteria.

The following minimum development characteristics must be utilized in all construction.

1. Exterior Construction: Air infiltration barrier building wrap required on all new siding Applications.
2. Roofs: If shingles will be installed then, use of a minimum of 25-year shingles with a minimum of 30# roofing felt. For flat roofs a system with a 10 year full warranty is required. Full

Exhibit G

Image# 047673090019 Type: AGR
Recorded: 07/01/2011 at 02:01:16 PM
Receipt#: 2011-00036880
Page 1 of 19
Fees: \$54.00
IL Rental Housing Fund: \$10.00
Lake County IL Recorder
Mary Ellen Vanderventer Recorder
File **6745749**

AFTER RECORDING RETURN TO:
Illinois Housing Development Authority
401 North Michigan Avenue, Suite 700
Chicago, Illinois 60611
Attn: Arthur Murphy



Property Address:
401 North Hunt Club Road
Gurnee, Illinois 60031
Property Identification No(s):
07-21-100-009,
07-21-100-010 and
07-21-100-011

LOW INCOME HOUSING TAX CREDIT EXTENDED USE AGREEMENT

Project Summary

Project Owner:	TPA Gurnee, L.P.
Project Owner's Address:	4511 Old Ivy Court Bettendorf, Iowa 52722
Project Name:	Thomas Place Gurnee
Project Address:	401 North Hunt Club Road Gurnee, Illinois 60031
IHDA Project Application No.:	DTC-10394-10
Project Unit Count:	100/100 (Number of Low Income Units/ Total Number of Units in the Project)
Minimum Low Income Set-Aside Election:	At least <u>40%</u> of the units in the Project must be occupied by Tenants at or below <u>60%</u> of Area Median Gross Income and Rent-Restricted in accordance with such income level.
Minimum Applicable Fraction for Project:	At least 100.00%

4017
420752 - 4017
First American Title Order #

THIS LOW INCOME HOUSING TAX CREDIT EXTENDED USE AGREEMENT (this "Agreement") is entered into on the 30th day of June, 2011, by and between **ILLINOIS HOUSING DEVELOPMENT AUTHORITY** (the "Authority"), a body politic and corporate established pursuant to the Illinois Housing Development Act, ILCS 3805/1 *et seq.*, as amended from time to time (the "Act") with its principal offices located at 401 North Michigan Avenue, Suite 700, Chicago, Illinois 60611, and **TPA GURNEE, L.P.**, an Illinois limited partnership (the "Owner"), with its principal offices located at 4511 Old Ivy Court, Bettendorf, Iowa 52722.

RECITALS

(1) The Owner is the holder of legal title of certain real property upon which a qualified low-income housing development is erected, or to be erected, with the common address set forth above in the Project Summary, and legally described on **Exhibit A** attached hereto.

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“Tax Credits” means the low income housing tax credits for which owners of a Qualified Low Income Housing Project may qualify pursuant to Section 42 of the Code.

“Tax Credit Authority” means the maximum amount of Tax Credits which, pursuant to an allocation by the Authority under Section 42(h)(1) of the Code or by virtue of the qualification under Section 42 (h)(4) of the Code, may be received by the owner of a Qualified Low Income Housing Project in any one year.

“Term” shall have the meaning set forth in Section D of this Agreement.

“Unit” means any residential rental unit in the Project consisting of an accommodation containing separate and complete facilities for living, sleeping, eating, cooking, and sanitation; provided, however, that single room occupancy units used on a nontransient basis may be treated as Units.

“Unit Fraction” means the fraction, the numerator of which is the total number of Low Income Units in a building and the denominator of which is the total number of Units in such building.

B. Representations, Warranties and Covenants of the Owner.

The Owner hereby makes the following representations and warranties to induce the Authority to enter into this Agreement:

(1) The Owner (i) is duly organized and validly existing under the laws of the state in which it was formed, and is qualified to transact business under the laws of the State of Illinois; (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted (and as now contemplated by this Agreement); and (iii) has the full legal right, power and authority to execute and deliver this Agreement and to perform all the undertakings of the Owner hereunder.

(2) The execution and performance of this Agreement by the Owner (i) will not violate or, as applicable, have not violated, any provision of law, rule or regulation, or any order of any court or other agency or governmental body; (ii) will not violate or, as applicable, have not violated, any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Owner is a party or by which it or the Project is bound; and (iii) will not result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature.

(3) The Owner has, as of the date of execution, recordation and delivery of this Agreement, good and marketable title to the real estate legally described in **Exhibit A** free and clear of any lien or encumbrance, except those created by any loan documents relating to the Project, those which are created pursuant to this Agreement and those which are otherwise permitted encumbrances.

(4) 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 knowledge of the

Owner, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Agreement), or would materially adversely affect its financial condition.

(5) The Project constitutes or will constitute a Qualified Low Income Housing Project, as defined in Section 42, within and throughout the time period required under this Agreement and Section 42.

(6) Each Unit in the Project contains, or will contain, complete facilities for living, sleeping, eating, cooking and sanitation, which are to be used on other than a transient basis as provided in Section 42(i)(3) of the Code (unless the Project qualifies as a single-room occupancy project or transitional housing for the homeless).

(7) During the term of this Agreement, all Low Income Units shall be leased and rented or made available to members of the general public who qualify as Qualifying Tenants (or otherwise qualify for occupancy of the Low Income Units).

(8) Upon completion of the rehabilitation or construction of the Project, and during the remainder of the term of this Agreement, the Owner represents, warrants and agrees that each Low Income Unit will be and will remain suitable for occupancy taking into account local, health, safety and building codes.

(9) Upon completion of the rehabilitation or construction of the Project, the Owner will not demolish any part of the Project, or substantially subtract from any real or personal property of the Project or permit the use of any residential rental Unit for any purpose other than rental housing during the term of this Agreement, unless required by law.

(10) The Owner represents, warrants and agrees that if the Project, or any part of it, is damaged or destroyed or is condemned or acquired for public use, the Owner will use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with the terms of this Agreement.

(11) The Owner represents and warrants that it has not and will not execute any other agreements 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 rights and obligations herein set forth and supersede any other requirements in conflict herewith.

(12) The Owner agrees, warrants, and covenants to comply with all applicable laws, ordinances, statutes, codes, orders, rules, regulations and decrees of any governmental authority, including, without limitation, the following: Section 42, Regulations and rulings pursuant to Section 42 and the Code generally, the Act and Rules promulgated under the Act, as amended from time to time; the Civil Rights Act of 1964 (42 U.S.C. 2000(d)); Executive Order 11063, as amended by Executive Order 12259; Executive Order 11246; Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Equal Credit Opportunity Act (15 U.S.C. 1691 et seq.); Fair Credit Reporting Act (15 U.S.C. 1681 et seq.); Fair Housing Act, as amended (42 U.S.C. 3601 et

seq.); the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); Architectural Barriers Act of 1968 (42 U.S.C. 4151 *et seq.*); Section 3 of the Housing and Urban Development Act of 1968; Executive Orders 11625, 12432 and 12138, as amended; the Copeland Anti-Kickback” Act (18 U.S.C. 874 *et seq.*); the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. 4201 *et seq.*); the Housing and Community Development Act of 1974; the National Environmental Policy Act (42 U.S.C. 4321 *et seq.*); (“NEPA”); the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4822 *et seq.*); and such governmental requirements as may be from time to time amended or superseded and all of their implementing regulations, as may be amended.

C. Occupancy Restrictions.

(1) At least the percentage of Units and percentage of floor space in the Project (and in each building in the Project, as applicable) needed to support the Minimum Applicable Fraction, as set forth above in the Project Summary, shall be both Rent-Restricted and occupied (or treated as occupied as provided herein) by Qualifying Tenants, as determined in accordance with Section 42 and the Regulations. The Owner shall make the determination of whether an individual or family is a Qualifying Tenant at least annually on the basis of the current income of such Qualifying Tenant(s). Any Unit occupied by an individual or family who is a Qualifying Tenant at the commencement of occupancy shall continue to be treated as if occupied by a Qualifying Tenant, provided that should such Qualifying Tenant's income subsequently exceed one hundred forty percent (140%) of the applicable income limit, such tenant shall no longer be a Qualifying Tenant if, after such determination of income, but prior to the next determination, any residential Unit of comparable or smaller size in the building is rented to a tenant who is not a Qualifying Tenant. If a tenant ceases to be a Qualifying Tenant, the Owner shall take such steps as may be necessary to ensure that the Project meets the Minimum Applicable Fraction. A Low Income Unit that has been vacated will continue to be treated as a Low Income Unit, provided that reasonable attempts are made to rent the Unit. In no case will a Unit be treated as a Low Income Unit if all the tenants of the Unit are students (as determined under Section 152(f)(2) of the Code), no one of whom is entitled to file a joint income tax return; provided, however, that such rule shall not apply to the types of students identified at Section 42(i)(3)(D) of the Code.

(2) The Owner shall require each individual or family that is intended to be a Qualifying Tenant (i) to sign and deliver an income certification form prior to occupancy of a Low Income Unit in the Project; (ii) to sign and deliver such income certification form at least annually so long as such individual or family remains a tenant in the Project; and (iii) to provide appropriate documentation to support each such certification in accordance with the Regulations and in accordance with the requirements of the Authority, as such may be modified from time to time. The Owner shall be responsible for assuring that each tenant's income certifications and documentation satisfy the Regulations and the requirements of the Authority. The Owner shall retain the income certification forms and supporting documentation for all Qualifying Tenants for a period of five years, or such other period as may be specified in Section 42 and/or the Regulations.

(3) The amount of Tax Credit Authority allocated or assigned to the Project is based upon the requirement that the Applicable Fraction for buildings in the Project will be at

Authority's interpretation of this Agreement shall be controlling for purposes of determining whether (i) the Compliance Period or the Extended Use Period shall have commenced, (ii) this Agreement shall have been terminated in accordance with Section D hereof, and (iii) the Occupancy and Other Restrictions set forth in Section C hereof, if any, shall have been complied with.

L. Amendment.

This Agreement may only be amended with the prior written approval of the Authority to reflect changes in the Act, Section 42 and/or the Regulations and any revenue ruling promulgated thereunder, and any such amendment shall be recorded in the Office of the Recorder of Deeds in the county in which the Project is located. The Owner expressly agrees to enter into all amendments to this Agreement that, in the opinion of counsel to the Authority, are reasonably necessary or desirable for maintaining the compliance of the Project under Section 42 and the Regulations.

M. Severability.

The invalidity of any clause, part or provision of this Agreement shall not affect the validity of its remaining portions.

N. Notices.

Any notice, demand, request or other communication that any party may desire or may be required to give to any other party hereunder shall be given in writing (at the addresses set forth below) by any of the following means: (a) personal service; (b) registered or certified United States mail, postage prepaid, return receipt requested; or (c) overnight courier.

Authority: Illinois Housing Development Authority
401 North Michigan Avenue, Suite 700
Chicago, Illinois 60611
Attention: Legal Department

Owner: TPA Gurnee, L.P.
4511 Old Ivy Court
Bettendorf, Iowa 52722
Attention: Jim Bergman

with a courtesy copy to:

U.S.A. Institutional Tax Credit Fund LXXXIV L.P.
c/o The Richman Group
340 Pemberwick Road
Greenwich, CT 06831
Attention: Joanne D. Flanagan, Esq.

and

Ryan Companies US, Inc.
50 South Tenth Street, Suite 300
Minneapolis, Minnesota 55403-2012
Attention: Timothy M. Gray

and

Ward, Murray, Pace & Johnson
202 East Fifth Street
Sterling, Illinois 61081
Attention: Robert LeSage, Esq.

In connection with the courtesy copy to U.S.A. Institutional Tax Credit Fund LXXXIV L.P., Ryan Companies US, Inc. and Ward, Murray, Pace & Johnson, the Authority will exercise reasonable efforts to provide copies of any notices given to Owner; however, the Authority's failure to furnish copies of such notices shall not limit the Authority's exercise of any of its rights and remedies under any document evidencing, securing or governing the Tax Credits from Authority to the Owner, or affect the validity of the notice.

Such addresses may be changed by notice to the other parties given in the same manner as herein provided. Any notice, demand, request or other communication sent pursuant to subsection (a) shall be served and effective upon such personal service. Any notice, demand, request or other communication sent pursuant to subsection (b) shall be served and effective upon proper deposit with the United States Postal Service. Any notice, demand, request or other communication sent pursuant to subsection (c) shall be served and effective upon deposit with the overnight courier.

O. Governing Law.

This agreement shall be governed by the internal laws of the State of Illinois and, where applicable, the laws of the United States of America.

P. Project Decertification.

Notwithstanding anything in this Agreement to the contrary, if the Owner fails to comply fully with Section 42, the covenants and agreements contained herein and with all applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the United States Department of the Treasury, the Service or the Authority, from time to time, pertaining to the obligations of the Owner, the Authority may, in addition to all of the remedies described above or provided by law or in equity, request the Service to decertify the Project for Tax Credits and to immediately commence recapture of the Tax Credits previously allocated to the Project. In such circumstances, if it shall be permissible under Section 42, the Authority may treat the Tax Credit Authority associated with the Project as "returned credit" under Section 42 and the Regulations.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives, as of the day and year set forth above.

AUTHORITY:

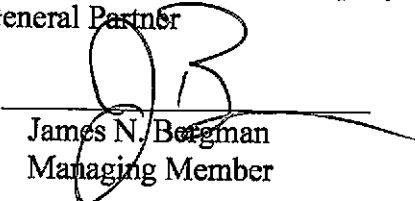
ILLINOIS HOUSING DEVELOPMENT AUTHORITY

By: Sylvia Poniecki
Sylvia Poniecki
Manager - Tax Credit Programs *A.M.*
Multifamily Financing Department

OWNER:

TPA GURNEE, L.P.,
an Illinois limited partnership

By: TPA Gurnee GP, LLC,
an Illinois limited liability company,
its General Partner

By: 
James N. Bergman
Managing Member

STATE OF Illinois)
) SS
COUNTY OF Lee)

I, the undersigned, a Notary Public in and for the County and State aforesaid, certify that James N. Bergman, personally known to me to be the Managing Member of **TPA Gurnee GP, LLC**, an Illinois limited liability company, 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 signed and delivered the said instrument in his capacity as Managing Member of **TPA Gurnee GP, LLC**, as his free and voluntary act and deed and as the free and voluntary act and deed of **TPA Gurnee GP, LLC**, as the general partner of TPA Gurnee, L.P., an Illinois limited partnership, for the uses and purposes therein set forth.

Given under my hand and official seal this 26th day of May, 2011.



Notary Public

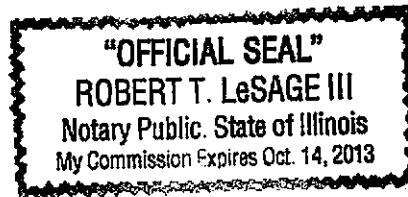


Exhibit H

Unique Doc ID: 1251713
Recorded: 12/29/2011 at 3:01:40.683 PM
Fee Amount: \$107.00
Revenue Tax:
Rita A. Vargas RECORDER
Number: 201100037301
Scott County, Iowa

Preparer information: Mark Thompson, 2015 Grand Avenue, Des Moines, Iowa 50312 (800) 432-7230

Attention: County Recorder - After recording, return original recorded document to: Tax Credit Allocation Division, Dave Vaske-Mgr, Iowa Finance Authority, 2015 Grand Avenue, Des Moines, IA 50312 (800) 432-7230

Project: 08-0929

LAND USE RESTRICTIVE COVENANTS AGREEMENT FOR LOW-INCOME HOUSING TAX CREDIT PROGRAM

ALLOCATION OF CREDITS TO THIS PROJECT IS BASED ON THE FOLLOWING:

- (1) Credits from Set-Aside for Projects involving Qualified Non-Profit Organizations
- (2) Credits from Rural Development Preservation Demonstration Set-Aside
- (3) Credits from Reserved Set-Aside
- (4) Additional Low-Income Targeting
- (5) Waiver of Qualified Contract Rights
- (6) Housing Supportive Services

THIS AGREEMENT, dated as of 12/20/2011 is by and between JNB Hometown Harbor Bettendorf, LP, a Limited Partnership, and its successors and assigns (the "Owner"), and the Iowa Finance Authority, a public instrumentality and agency of the State of Iowa ("IFA").

WITNESSETH:

WHEREAS, the Owner is the owner of a one hundred sixteen (116) unit rental housing development located at 2205 Kimberly Avenue in the City of Bettendorf, County of SCOTT, State of Iowa, on the real property described in Exhibit A attached hereto, known as **Hometown Harbor Bettendorf**, (the "Project"); and

WHEREAS, IFA has been designated by Iowa Code Section 16.52 as the housing credit agency for the State of Iowa for the allocation of low-income housing tax credits under Section 42 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder (the "Code"); and

WHEREAS, on February 17, 2009, President Obama signed into law the American Recovery and Reinvestment Act of 2009, PL 111-5 (the "Recovery Act"), which, in part, created the Tax Credit Assistance Program ("TCAP"), intended to facilitate the production of projects awarded low-income housing tax credits in "fiscal years" 2007, 2008, and 2009, and

12-29-11 10:05:05 RCVD

Project Name: 08-0929 - Hometown Harbor Bettendorf

Land Use Restrictive Covenant

Low-Income Housing Tax Credit Program

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Attention: James Bergman

(i) Each such notice shall be deemed to have been provided: At the time it is actually received; or, within one (1) day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day of delivery; or, Within five (5) days after deposited in the U.S. Mail in the case of registered U.S. Mail. Copies of such notice to each party shall be provided separately. From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein. IFA and the Owner may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

(c) **Compliance with the Law and Regulations.**

(i) The Owner shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing within the scope of this Agreement.

(ii) The Owner declares that it has complied with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.

(iii) IFA may consider the failure of the Owner to comply with any law or regulation as a material breach of this Agreement subjecting the Agreement to be immediate cancellation.

(d) **Amendments.** This Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to this Agreement must be fully executed by both parties.

(e) **Choice of Law and Forum.**

(i) The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of Iowa law.

(ii) In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Agreement, the proceeding shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa, if jurisdiction is proper. If however, jurisdiction is not proper in the Iowa District Court, Polk County, but is proper only in a United States District Court, the matter shall be commenced in the United States District Court for the Southern District of Iowa, Central Division.

Project Name: 08-0929 - Hometown Harbor Bettendorf

Land Use Restrictive Covenant

Low-Income Housing Tax Credit Program

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(m) Successors in Interest. All the terms, provisions, and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.

(n) Counterparts. The parties agree that this Agreement has been or may be executed in several counterparts including facsimile copies, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

OWNER: JNB Hometown Harbor Bettendorf, LP

JNB Hometown Harbor Bettendorf, its General Partner
LLC

By: Jim Bergman
Name - Jim Bergman

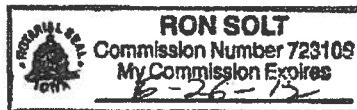
Its: Managing member
Title

STATE OF Iowa)

) ss.

COUNTY OF Scott)

On this 28th day of December 2011, before me, the undersigned, a Notary Public in and for the state of Iowa, personally appeared Jim Bergman to me personally known, who being by me duly sworn did say that the person is the Managing member of JNB Hometown Harbor Bettendorf LLC the General Partner/Managing Member/Officer of JNB Hometown Harbor Bettendorf LLC an (a) Iowa Limited Partnership executing the foregoing instrument, that no seal has been procured by the partnership/limited liability entity/corporation; that the instrument was signed on behalf of the partnership/limited liability entity/corporation as General Partner/Managing Member/Officer of JNB Hometown Harbor Bettendorf LLC, by authority of the Members; and that Jim Bergman; as that officer acknowledge execution of the instrument to be the voluntary act and deed of the Partnership by it and by the officer voluntarily executed.



Ron Solt
Notary Public in and For said State IOWA

Project Name: 08-0929 - Hometown Harbor Bettendorf

Land Use Restrictive Covenant

Low-Income Housing Tax Credit Program

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IOWA FINANCE AUTHORITY

By:

David D. Jamison
Name: David D. Jamison
Title: Executive Director

STATE OF IOWA }
 } ss.
COUNTY OF POLK }

On this 29th day of December, 2011, before me, a Notary Public in and for said State, personally appeared David D. Jamison, to me personally known, who being by me duly sworn did say that he is Executive Director of the Iowa Finance Authority and that said instrument was signed on behalf of the Iowa Finance Authority by authority of its board and said Executive Director acknowledged the execution of said instrument to be the voluntary act and deed of the Iowa Finance Authority by it and by him voluntarily executed.

Nancy Wallis
Notary Public in and for said State



9/27/2012