

91-20809

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20809

91 DEC 30 AM 9: 34

Carol A. Davis

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D.E.	<input checked="" type="checkbox"/>	<i>WV</i>
Verify	<input type="checkbox"/>	<i>WV</i>
Filmed	<input type="checkbox"/>	
Checked	<input type="checkbox"/>	
Fee \$	<u>101.00</u>	

254 094

LAND USE RESTRICTION AGREEMENT
FOR LOW INCOME HOUSING TAX CREDITS

Between

NEBRASKA INVESTMENT FINANCE AUTHORITY
as Authority

and

KASPER STREET HOUSING ASSOCIATES, L.P.
as Owner

November 19, 1991

20809

91-20809A

TABLE OF CONTENTS

(This Table of Contents is not a part of this Land Use Restriction Agreement and is only for convenience of reference.)

PARTIES..... 111

PREAMBLES AND RECITALS..... 1

Section 1. Definitions..... 1

Section 2. Representations, Covenants and Warranties of the Owner..... 2

Section 3. Residential Rental Project..... 3

Section 4. Occupancy Restrictions..... 4

Section 5. Term of Restrictions..... 5

Section 6. Internal Revenue Service Notification..... 5

Section 7. Covenants Run With the Land..... 6

Section 8. Uniformity; Common Plan..... 6

Section 9. Remedies; Enforceability..... 6

Section 10. Amendment; Termination..... 6

Section 11. No Conflict With Other Documents..... 8

Section 12. Fees, Release and Indemnification..... 8

Section 13. Severability..... 8

Section 14. Notices..... 8

Section 15. Governing Law..... 8

Section 16. Termination..... 8

Section 17. Counterparts..... 8

SIGNATURES..... 9

91-20809B

EXHIBIT A ----- Description of Project Site

EXHIBIT B ----- Certification of Tenant Eligibility
and Income Verification

EXHIBIT C ----- Certification of Continuing
Program Compliance

91-208092

SUMMARY PAGE

Date: November 19, 1991

THE OWNER -

Legal Name of Owner: Kasper Street Housing Associates, L.P.

Type of Legal Organization: Limited Partnership
(e.g., corporation, partnership)

State of Organization: Kansas

Business Address of Owner: 150 North Market
Wichita, KS 67202

Contact Person: Herb Krumsick

THE PROJECT -

Name of Project: South Hills Townhomes

Project Address and Legal Description: See Exhibit A
See Exhibit A

Number of Units: 24

Cost of acquisition, construction
and rehabilitation: \$1,234,362.00

Qualified Basis: \$1,137,321.00

TAX CREDIT INFORMATION -

Allocation of Housing Tax Credit Dollars: \$96,672.00

Occupancy Date: 12/92

Applicable Set-Aside Percentage: _____ 100%
(or percentages): _____ %

Applicable Income Percentage: _____ 60%
(or percentages): _____ %

Required Number of Years From Occupancy Date: _____ 30 _____ years

LAND USE RESTRICTION AGREEMENT
FOR LOW INCOME HOUSING TAX CREDITS

91-20809D

THIS LAND USE RESTRICTION AGREEMENT (the "Agreement") is entered into as of the date set forth on the Summary Page hereof between the NEBRASKA INVESTMENT FINANCE AUTHORITY (the "Authority"), a body politic and corporate, not a state agency, but an independent instrumentality exercising essential public functions under the constitution and laws of the State of Nebraska, and the Owner identified on the Summary Page hereof (the "Owner").

W I T N E S S E T H I

WHEREAS, the Authority has been designated by the Governor of the State of Nebraska as the housing tax credit entity for the State of Nebraska for the allocation of low income housing tax credit dollars; and

WHEREAS, the Owner is or shall be the owner of the rental housing development located and as described on the Summary Page hereof and in Exhibit A hereto (the "Project"); and

WHEREAS, the Owner has applied to the Authority for an allocation of low income housing tax credit dollars to the Project in an amount not to exceed the amount set forth on the Summary Page hereof; and

WHEREAS, the Owner and the Project must continuously comply with Section 42 and other applicable sections of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder (the "Regulations"); and

WHEREAS, compliance by the Owner and the Project with Section 42 of the Code is in large part within the control of the Owner; and

WHEREAS, the Authority is unwilling to allocate low income housing tax credit dollars to the Project unless the Owner shall, by entering into this Land Use Restriction Agreement (this "Agreement"), consent to be regulated by the Authority in order that the Authority may enforce the occupancy restrictions and other covenants, terms and conditions of this Agreement in accordance with the Code and the Regulations; and

WHEREAS, the Owner has represented to the Authority in the Owner's Low Income Housing Tax Credit Application (the "Application") that the Owner shall lease to at least the Applicable Set-Aside Percentage of the units in the Project to individuals or families whose income is the Applicable Income Percentage or less of area median gross income (including adjustments for family size) as determined in accordance with the Code ("Qualified Tenants"); and

WHEREAS, the Owner intends, declares and covenants that the regulatory and restrictive covenants set forth herein governing the use, occupancy and transfer of the Project shall be and are covenants running with the land for the term stated herein and binding upon all subsequent owners of the Project for such term and are not merely personal covenants of the Owner.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, and of other valuable consideration, the Owner and the Authority agree as follows:

Section 1. Definitions. Unless otherwise expressly provided herein or unless the context clearly requires otherwise, the terms defined above shall have the meanings set forth above and the following terms shall have the respective meanings set forth below for the purposes hereof and all words and phrases defined in Section 42 of the Code shall have the same meanings in this Agreement:

91-20809 E

"Applicable Income Percentage" means the percentage stated in the Summary Page hereof as the percentage of area median gross income which may not be exceeded by individuals or families qualifying as Qualified Tenants.

"Applicable Set-Aside Percentage" means the percentage stated in the Summary Page hereof as the percentage of units in the Project to be leased to Qualified Tenants.

"Dwelling Units" means the units of multifamily residential rental housing comprising the Project.

"Functionally Related and Subordinate" means and includes facilities for use by tenants, for example, laundry facilities, parking areas and recreational facilities, provided that the same are of a character and size commensurate with the character and size of the Project.

"Occupancy Date" means the first day on which the Project is placed in service, as set forth on the Summary Page hereof.

"Project" means the Project Site and all buildings, structures, fixtures, equipment and other improvements now or hereafter constructed or located upon the Project Site.

"Project Site" means the real property described in Exhibit A attached hereto.

"Qualified Project Period" means a period beginning on the Occupancy Date and ending on the date which is the Required Number of Years after the Occupancy Date.

"Qualified Tenants" means and includes individuals and families whose income is equal or less than the Applicable Income Percentage of area median gross income (including adjustments for family size) as elected and determined in accordance with the Code and Regulations. Notwithstanding the foregoing, the occupants of a unit shall not be considered to be of low income if all occupants are students (as defined in Section 151(B)(4) of the Code), no one of who is entitled to file a joint return under Section 6013 of the Code, unless a student receives APDC assistance under Title IV of the Social Security Act in accordance with Section 42(1)(3)(D) of the Code. The determination of whether an individual or family is a Qualified Tenant shall be made at least annually on the basis of the current income of such Qualified Tenant(s). Any unit occupied by an individual or family who is a Qualified Tenant at the commencement of occupancy shall continue to be treated as if occupied by a Qualified Tenant, provided that, should such Qualified Tenant's income subsequently exceed 140% of the applicable income limit, such tenant shall no longer be a Qualified Tenant if, after such determination of income, but prior to the next determination, any residential unit of comparable or smaller size is rented to a tenant who is not a Qualified Tenant.

"Qualified Unit" means a residential unit in the Project designated for occupancy by Qualified Tenants.

"Related Persons" means two or more persons related within the meaning of Section 147(a)(2) of the Code, including, but not limited to, familial and trust relationships, actual or attributed partnership interests, related corporations and certain corporate shareholders.

"Rent Restricted Unit" means a Dwelling Unit if the gross rent with respect to the Dwelling Unit does not exceed 30% of the income limitation elected by the Owner.

"Required Number of Years" means the number of years after the Occupancy Date on which the Qualified Project Period expires and as set forth on the Summary Page.

Section 2. Representation, Covenants and Warranties of the Owner. The Owner makes the following representations and warranties to induce the Authority to enter into this Agreement and further represents, warrants and covenants that:

91-20809F

(a) The Owner (1) is a legal organization as described on the Summary Page hereof organized under the laws of the State identified on the Summary Page thereof, and is qualified to transact business under the laws of the State of Nebraska, (11) 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 (111) has the full legal right, power and authority to execute and deliver this Agreement and to perform all the undertakings of the Owner hereunder.

(b) The execution and performance of this Agreement by the Owner (1) 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, (11) 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 its property is bound and (111) will not result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature.

(c) The Owner will, at the time of execution and delivery of this Agreement, have good and marketable title to the premises constituting the Project free and clear of any prior lien or encumbrance.

(d) There is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending or, to the 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.

Section 3. Residential Rental Project. The Owner hereby agrees that the Project is to be developed, owned, managed and operated for the qualified Project Period as "residential rental property," as such phrase is used in Section 42 (d) of the Code, on a continuous basis during the qualified Project Period. To that end, the Owner hereby represents, covenants, warrants and agrees as follows:

(a) the estimated cost (or final cost, if applicable) of the acquisition, construction and rehabilitation of the Project will be equal to or in excess of the amount set forth on the Summary Page;

(b) that the Project constitutes and will constitute "residential rental property," as defined in Section 42 of the Code and the Regulations, the rental units of which will be rented or available for rental on a continuous basis to members of the general public;

(c) if the Owner becomes aware of any situation, event or condition which would result in noncompliance of the Project or the Owner with Section 42 of the Code or the Regulations, the Owner shall promptly give written notice thereof to the Authority;

(d) that all of the Dwelling Units will be similarly constructed and that each Dwelling Unit in the Project shall contain separate and complete facilities for living, sleeping, eating, cooking and sanitation for a single person or a family (unless the project qualifies a single-room occupancy project or transitional housing for the homeless);

(e) that none of the Dwelling Units in the Project shall at any time be utilized on a transient basis (unless the Project qualifies as a single-room occupancy project or transitional housing for the homeless); that none of the Dwelling Units in the Project shall be leased or rented for a period of less than six months; and that neither the Project nor any portion thereof shall be used as a hotel, motel, dormitory, fraternity house, sorority house, rooming house, hospital, sanitarium or nursing home, rest home, trailer park, trailer court, mobile home park, or recreational vehicle park or by a cooperative housing corporation (as defined in Section 216(b)(1) of the Code);

(f) that once available for occupancy each Dwelling Unit in the Project must be rented or available for rental on a continuous basis to members of the general public for the Qualified Project Period;

(g) that the Dwelling Units in the Project shall be leased and rented to members of the general public in compliance with the Code and this Agreement, except for any units rented under the housing program pursuant to section 8 of the United States Housing Act of 1937, as amended, which will be leased to eligible tenants in accordance with the constraints and regulations of such housing program;

(h) that the Project shall consist of one or more proximate buildings or structures located on a single tract of land which have similarly constructed units financed pursuant to a common plan (unless the Project qualifies as a scattered-site project), together with functionally related and subordinate facilities which shall be owned by the Owner or a Related Person;

(i) that the Owner shall not discriminate on the basis of race, creed, color, sex, age, handicap, marital status or national origin in the lease, use or occupancy of the Project or in employment of persons for the operation and management of the Project;

(j) that the Owner will accept as tenants, on the same basis as all other prospective tenants, persons who are holders of certificates for federal housing assistance payments for existing housing pursuant to Section 8 of the United State Housing Act of 1937 or a successor federal program, and, in connection therewith, the Owner will not apply tenant selection criteria to such Section 8 certificate holders which are more burdensome than the criteria applied to any other prospective tenants;

(k) that the Owner will not discriminate against prospective tenants on the basis of their receipt of, or eligibility for, housing assistance under any federal, state or local program or on the basis that they have a minor child or children living with them.

(l) that the Owner will not knowingly take or permit to be taken any action which would have the effect, directly or indirectly, of subjecting the Owner of the Project to noncompliance with section 42 of the Code and the Regulations; and

(m) that the Owner may sell, transfer or exchange the entire Project at any time, but the Owner shall notify in writing and obtain the agreement of any buyer or successor or other person acquiring the Project or any interest therein that such acquisition is subject to the requirements of this Agreement. The Owner shall promptly notify the Authority of such transfer. This provision shall not act to waive any other restriction on such sale, transfer or exchange.

Section 4. Occupancy Restrictions. For the purpose of satisfying the requirements of section 42 of the Code, at least for the Qualified Project Period, the Owner hereby represents, covenants and agrees as follows:

(a) throughout the Qualified Project Period (excluding Dwelling Units not previously occupied), at least the Applicable Set-Aside Percentage of the completed Dwelling Units in the Project shall be both a Rent Restricted Unit and occupied solely by Qualified Tenants, prior to the satisfaction of which no additional units shall be rented or leased to any other tenants after initial rental occupancy of Dwelling Units by Qualified Tenants, as required by section 42 of the Code. For purposes of satisfying the requirement that not less than the Applicable Set-Aside Percentage of the Dwelling Units be occupied by Qualified Tenants, no Qualified Tenant shall be denied continued occupancy because, after admission, the Qualified Tenant's family income exceeds the applicable qualifying income level set forth in the definition of "Qualified Tenant" herein. The Owner shall at all times during the Qualified Project Period maintain the percentage requirements of this Agreement by providing the next available units of comparable size to Qualified Tenants as needed to achieve compliance with the foregoing requirements.

91-20809H

If necessary, the Owner shall refrain from renting Dwelling Units in the Project to persons other than Qualified Tenants in order to avoid violating the requirement that at all times during the Qualified Project Period at least the Applicable Set-Aside Percentage of the completed Dwelling Units in the Project shall be both a Rent Restricted Unit and occupied by Qualified Tenants;

(b) to obtain and maintain on file from each Qualified Tenant residing in the Project (which shall be obtained and updated each year during occupancy by such tenant) a copy of such tenant's executed Certification of Tenant Eligibility and Income Verification (attached hereto as Exhibit B) or in such other form and manner as may be required by the applicable rules, regulations or policies now or hereafter promulgated by the Department of the Treasury or the Internal Revenue Service, which are subject to independent investigation and verification by the Authority, and which shall be submitted to the Authority as set forth in (c) below;

(c) the Owner will immediately notify the Authority if at any time the Dwelling Units in the Project are not occupied or available for occupancy as provided above, and the Owner will prepare and submit to the Authority, not later than January 15 of each year following the first year in which 10% of the units in the Project are occupied, a Certificate of Continuing Program Compliance (the form of which is attached hereto as Exhibit C) executed by the Owner stating the number of Dwelling Units of the Project which, as of the first date of each calendar year, were occupied by Qualified Tenants (or were deemed to be occupied by Qualified Tenants as provided in subparagraph (a) above for all or part of such period), together with copies of Certifications of Tenant Eligibility and Income Verification collected by the Owner and not previously submitted;

(d) to obtain and maintain on file, with respect to each Qualified Tenant residing in the Project, written verification of the Qualified Tenant's income for the taxable year immediately preceding such tenant's initial occupancy in the project and annually thereafter;

(e) the form of lease to be used by the Owner in renting any units in the Project to Qualified Tenants shall provide for termination of the lease and consent by such person to immediate eviction proceedings in accordance with state law for failure to qualify as a Qualified Tenant, as applicable, as a result of any material misrepresentation made by such person with respect to his or her income and income verification or failure by such person to annually update the Certification of Tenant Eligibility and Income Verification; and

(f) to permit any duly authorized representative of the Authority, the Department of the Treasury or the Internal Revenue Service to inspect the books and records of the Owner pertaining to the incomes of the Qualified Tenants residing in the Project.

Section 5. Term of Restrictions. (a) The term of the Occupancy Restriction set forth in Section 4 of this Agreement shall (1) commence on the Occupancy Date and (11) end on the date which is the Required Number of Years after the Occupancy Date.

(b) Notwithstanding subsection (a) above, the Owner shall comply with the requirements of Section 42 relating to a 15-year extended use period (30 years total) provided; however, that the extended use period for any building which is part of the Project shall terminate on the date the building is acquired by foreclosure or instrument in lieu of foreclosure.

Section 6. Internal Revenue Service Notification. In the event the Authority discovers any noncompliance of any provisions hereof, the Authority will notify the owner immediately, at which time, the Owner has 60 days to correct such non-compliance. A copy of said notice will be forwarded to the IRS. If within 60 days, the noncompliance is not corrected, the IRS will be notified of the non-compliance. The IRS will also be notified if the noncompliance is corrected within the 60-day period. The Authority is authorized and entitled to do all acts necessary to comply with the monitoring and notification responsibilities set forth in Section 42(m)(1)(B)(iii) of the Code and any regulations or other interpretations thereof by the IRS or the Courts.

91-20809 I

Section 7. Covenants Run With the Land. The Owner hereby declares its express intent that the covenants, restrictions, charges and easements set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors in title including any purchaser, grantee, owner or lessee of any portion of the project and any other person or entity having any right, title or interest therein and upon the respective heirs, executors, administrators, devisees, successors and assigns of any purchaser, grantee, owner or lessee of any portion of the project and any other person or entity having any right, title or interest therein. Each and every contract, deed or other instrument hereafter executed covering or conveying the project or any portion thereof or interest therein shall contain an express provision making such conveyance subject to the covenants, restrictions, charges and easements contained herein; provided, however, that any such contract, deed or other instrument shall conclusively be held to have been executed, delivered and accepted subject to such covenants, regardless of whether or not such covenants are set forth or incorporated by reference in such contract, deed or other instrument. The Owner shall cause this Agreement to be duly recorded (or the terms hereof to be incorporated into a deed to be duly recorded) in the office of public records in the County where the project is located as an encumbrance upon the project site and the Owner shall deliver to the Authority a copy of a title insurance policy evidencing such recording.

Section 8. Uniformity; Common Plan. The provisions hereof shall apply uniformly to the entire project to establish and carry out a common plan for the use, development, and improvement of the project site.

Section 9. Remedies; Enforceability. In the event of a violation or attempted violation of any of the provisions hereof, any one or more of the following may institute and prosecute any proceeding at law or in equity to abate, prevent or enjoin any such violation or attempted violation, or to recover monetary damages caused by such violation or attempted violation; the Authority or any governmental entity succeeding to the Authority's functions or any individual who meets the income limitation applicable under Section 42 of the Code (whether prospective, present or former occupant). The provisions hereof are imposed upon and made applicable to the project and shall run with the land and shall be enforceable against the Owner and each purchaser, grantee, owner or lessee of the project or any portion thereof of interest therein, at any time and from time to time, and the respective heirs, legal representatives, successors and assigns of the Owner and each such purchaser, grantee, owner or lessee. No delay in enforcing the provisions hereof as to any breach or violation shall impart, damage or waive the right of any party entitled to enforce the same or obtain relief against or recover for the continuation or repetition of such breach or violation of any similar breach or violation thereof at any later time or times.

Section 10. Amendment; Termination. The provisions hereof shall not be amended, revised or terminated (except as provided in Section 5 of this Agreement) prior to the stated term hereof except by an instrument in writing duly executed by the Authority and the Owner (or its successors in title) and duly recorded. The Authority's consent to any such amendment, revision or termination, other than a termination pursuant to Section 5 of this Agreement, shall be given only if (a) there shall be attached to the document evidencing such amendment, revision or termination an opinion of Owner's Counsel satisfactory to the Authority that such amendment, revision or termination will not result in noncompliance of the project or the Owner with Section 42 of the Code or (b) evidence satisfactory to the Authority has been filed with said Authority demonstrating that there has occurred an involuntary non-compliance caused by fire, seizure, requisition, change in federal law, action of a federal agency which prevents the Authority from enforcing this Agreement or condemnation or similar event.

Notwithstanding the foregoing, this Agreement shall not terminate by reason of the aforementioned foreclosure, transfer of title by deed in lieu of foreclosure or other similar event or if the Owner or any Related Person or any person with whom the Owner has had family or business ties obtains ownership interest in the project for federal tax purposes during the period in which the restrictions of this Agreement are or would be in effect.

91-208095

Section 11. No Conflict with Other Documents. The Owner warrants that it has not executed 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 rights and obligations herein set forth and supersede any other requirements in conflict herein.

Section 12. Fees, Release and Indemnification. The Owner agrees to pay the Authority an application fee, the greater of 1% of the annual credit requested or \$500. The Owner agrees to pay the Authority a reservation/commitment fee, the greater of 2% of the annual credit amount received or \$250. In addition, the Owner agrees to pay the Authority an allocation fee of 4% of the annual credit allocated and an annual fee, the greater of 3% of the annual credit allocated or \$100. Any legal fees incurred by the Authority with respect to the Project will be paid by the Owner. The Owner hereby agrees to pay, indemnify and hold the Authority harmless from any and all costs, expenses and fees, including all reasonable attorneys' fees which may be incurred by the Authority in enforcing or attempting to enforce this Agreement, including, but not limited to, (1) in the event that the various reports are not submitted as required hereunder and the Authority conducts an on-site inspection of the Owner's book and records and (11) following any default on the part of the Owner hereunder or their successors, whether the same shall be enforced by suit or otherwise; together with all costs, fees and expenses which may be incurred in connection with any amendment to this Agreement or otherwise by the Authority at the request of the Owner (including, but not limited to, the reasonable fees and expenses of the Authority's Counsel in connection with any opinion to be rendered hereunder). The Owner agrees to release the Authority from any claim, loss, demand or judgement as a result of the allocation of tax credit dollars to the Project or the recapture of same by the Internal Revenue Service, and to indemnify the Authority for any claim, loss, demand or judgement against the Authority as the result of an allocation of tax credit dollars to the Project or the recapture of same by the Internal Revenue Service.

Section 13. Severability. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof.

Section 14. Notices. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when mailed by certified or registered mail, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing!

Owner:

Kasper Street Housing Associates, L.P.
150 North Market
Wichita, KS 67202
Attention: Herb Krumsick

Authority:

Nebraska Investment Finance Authority
1033 "O" Street, Suite 218
Lincoln, NE 68508
Attention: Executive Director

Section 15. Governing Law. This Agreement shall be governed by the laws of the state of Nebraska.

Section 16. Termination. Notwithstanding any other provisions hereof, this Agreement and the restrictions and other provisions hereunder shall terminate on the termination of the Qualified Project period without any further action being taken by any party hereto.

Section 17. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

91-20809 K

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.

Kasper Street Housing Associates, L.P., as Owner

Attest:

By Henry J. Johnson
Secretary

By [Signature]
Title GP

STATE OF New Jersey }
COUNTY of Garden } ss.

The foregoing instrument was acknowledged before me this 11th day of December, 1991 by _____ of _____ for and on behalf of the corporation.

Angela M. Marmarou
Notary Public
[Notary Seal]

My Commission expires: April 4, 1993

NEBRASKA INVESTMENT FINANCE AUTHORITY
By [Signature]
Authorized Officer

STATE OF NEBRASKA }
COUNTY OF _____ } ss.

The foregoing instrument was acknowledged before me this 19th day of November, 1991 by an Authorized Officer of the Nebraska Investment Finance Authority.



Karon F. Andretti
Notary Public

My Commission expires: Sept. 7, 1992

91-20809L

EXHIBIT A

Description of Project Site
(Including exact legal description)

Building #1	1001, 1005, 1009, 1013	10th Street Plaza
Building #2	1000, 1004, 1008, 1012	10th Street Plaza
Building #3	1017, 1021, 1025, 1029	10th Street Plaza
Building #4	1016, 1020, 1024, 1028	10th Street Plaza
Building #5	1033, 1037, 1041, 1045	10th Street Plaza
Building #6	1032, 1036, 1040, 1044	10th Street Plaza

Bellevue, NE 68005

That part of Lots 17 and 26, in BELLEVUE BUSINESS PARK, an Addition to the City of Bellevue, as surveyed, platted and recorded, in Sarpy County, Nebraska, to be known as Lot 1, in BELLEVUE BUSINESS PARK REPLAT II, an Addition to the City of Bellevue, as surveyed, platted and recorded, in Sarpy County, Nebraska.

Certification of Tenant Eligibility
and Income Verification

PART I. GENERAL INFORMATION

- 1. PROJECT NAME: _____
- 2. PROJECT ADDRESS: _____
- 3. TOTAL NUMBER OF UNITS: _____
- 4. OWNER NAME & ADDRESS: _____
- 5. MANAGER NAME, ADDRESS & PHONE NUMBER: _____

PART II. UNIT INFORMATION

- 1. APARTMENT ADDRESS: _____
- 2. UNIT TYPE: _____ SQUARE FEET: _____ MONTHLY RENT: _____

PART III. TENANT INFORMATION (See Section A of Instructions.)

- | 1. | <u>Occupant</u> | <u>Age</u> | <u>Student (yes/no)</u> | <u>Child (under 18 years)
of Tenant (yes/no)</u> |
|----|-----------------|------------|-------------------------|--|
| a. | _____ | _____ | _____ | _____ |
| b. | _____ | _____ | _____ | _____ |
| c. | _____ | _____ | _____ | _____ |
| d. | _____ | _____ | _____ | _____ |
| e. | _____ | _____ | _____ | _____ |
- 2. Are any of the students in number 1 above eligible to file a joint return for federal income tax purposes?
Yes _____ No _____
 - 3. Are any of the students in Number 1 above receiving AFDC?
Yes _____ No _____
 - 4. List the income of each occupant (if applicable). (See Section B of Instructions.)

_____ Occupant	_____ Anticipated Annual Income
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

91-20809N

5. Assets: (See Section C of Instructions.)

a. _____ b. _____ c. _____

PART IV. TENANT VERIFICATION

TENANT(S) STATEMENT: The information on this form is to be used to determine maximum income for eligibility. I/we certify that the statements in Part III above are true and complete to the best of my/our knowledge and belief and are given under the penalty of perjury.

Signature _____ Date _____

Signature _____ Date _____

OWNER STATEMENT: The information on this form has been verified as required by the Land Use Restriction Agreement between the Nebraska Investment Finance Authority and the undersigned. The anticipated annual income for the occupants (as adjusted, if necessary, for capital investments) is \$_____. Thus, the family or individual(s) constitute(s) a Qualified Tenant.

Signature _____ Date _____

TENANT INCOME CERTIFICATION INSTRUCTIONS

SECTION A. PART III TENANT INFORMATION

List all occupants of the apartment and their ages, and indicate whether they are students (for this purpose, a student is any individual who has been or will be a full-time student at an education institution during five months of the year in which this application is submitted, other than correspondence school, with regular facilities and students).

SECTION B. PART III TENANT INFORMATION, #3 INCOME

List each occupant and the total anticipated income for each occupant. The total anticipated income for each person listed during the 12-month period commencing with the date of occupancy will include:

full amount, before any payroll deductions of wages, salaries, overtime, commissions, fees, tips and bonuses; net income from operation of a business or profession; interest and dividends and other net income from real or personal property; periodic payments from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic payments; payments in lieu of earnings, such as unemployment and disability compensation, workers' compensation and severance pay; public assistance income, where payments include amounts specifically designated for shelter and utilities; periodic and determinable allowances such as alimony and child support, and regular contributions or gifts from persons not residing in the dwelling; all regular and special pay and allowances of members of the Armed Forces (whether or not living in the dwelling) who are the head of the family or spouse; and any earned income tax credit to the extent it exceeds income tax liability;

but will exclude:

91-208090

casual or sporadic or irregular gifts; amounts which are specifically for reimbursement of medical expenses; lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and workers' compensation), capital gains and settlement for personal or property losses; amounts of educational scholarships paid directly to the student or the educational institution, and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, books and equipment, but in either case only to the extent used for such purposes; special pay to a serviceman head of a family who is away from home and exposed to hostile fire, relocation payments under Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970; foster child care payments; the value of coupon allotments for the purchase of food pursuant to the Food Stamp Act of 1964 which is in excess of the amount actually charged for the allotments; payments received pursuant to participation in ACTION volunteer programs; and income from the employment of children (including foster children) of the occupant, under the age of 18 years.

SECTION C. PART III TENANT INFORMATION, #4 ASSETS

1. If any of the occupants have any savings accounts, bonds, equity in real property, or other forms of capital investment (excluding necessary items such as furniture or automobiles), enter in Part III, #4 Assets, the following amounts:
 - a. The total value of all assets owned by all occupants
 - b. The amount of income expected to be derived from such assets in the 12-month period commencing with the occupancy of the unit.
 - c. The amount of income expected to be derived from such assets that has already been included in Part III, #3 Anticipated Annual Income.

OWNER INSTRUCTIONS FOR INCOME CERTIFICATION

Part I of the Certificate asks for the Project Name, Project Address, etc. and should be filled out by a representative of the Owner. Similarly, Part II of the Certificate asks for the Apartment Address, etc. and should also be filled out by a representative of the Owner.

Part III, Section 1, of the Certificate asks the occupants to list their names, ages and whether they are students. Part III, Section 2, of the Certificate asks whether any of the students listed in Part III, Section 1, are able to file a joint return for federal income tax purposes (i.e., if they are married). Part III, Section 3, of the Certificate asks each occupant to list his/her anticipated annual income, as defined. Finally, Part III, Section 4, asks the occupants to estimate the value of all "capital investments" (excluding "necessary items"), the estimated amount of income expected to be derived from these "capital investments", and the amount of income expected to be derived from these "capital investments" that has already been included in Part III, Section 3, of the Certificate. The occupant is referred to in instructions with the Certificate to assist him/her in filling out the various sections.

The information provided in Section 1 through 4 of Part III of the Certificate should be sufficient to determine whether an individual(s) or the family constitutes a very low income resident for federal income tax purposes ("Very Low Income Tenant").

The Income Tax Regulations generally provide that the occupants of a unit shall not be considered "of low income" if all of the occupants are students no one of whom is entitled to file a joint return for federal income tax purposes. Thus, if Part III, Section 1, of the Certificate indicates that all of the occupants are students, and if Part III, Section 2, of the Certificate indicates that none of the students are able to file a joint return for federal income tax purposes (i.e., none of the students are married), the occupants are not Very Low Income Tenants even if the occupants have no income.

91-20809P

Assuming the occupants of the units are not all students none of who are entitled to file a joint return for federal income tax purposes, the next step in filling out the certificate is to determine the "anticipated annual income" of the occupants of the unit for the "certification year". The "certification year" is the 12-month period of time that begins on the date the unit is first occupied. Thus, if the certification is completed before the prospective occupants move into the occupants should recertify the certificate on the date they actually move into the unit so that you may determine whether they qualify as Very Low Income Tenants.

All payments from all sources received by the family head (even if temporarily absent) and each additional member of the family household, the main exception being the income from employment of children (including foster children) of the occupant of the occupant, under the age of 18 years that are members of the household, should be included in "anticipated annual income". For example, if a 17-year old son or daughter has a part- or full-time job that pays \$5,000 per year and has income from bank deposits of \$100 per year, only the \$100 should be listed. Part III, Section 1, of the certificate indicates the various relationships of the occupants in a household and their ages.

Once the anticipated annual income in Part III, Section 3, of the Certificate has been totaled, you should determine whether the occupants have "capital investments", including capital investments of any children in the family, of more than \$5,000 listed in Part III, Section 4.a of the certificate. If the "capital investments" exceed \$5,000, "anticipated annual income" will be the sum of the amount totaled in Part III, Section 3, of the Certificate plus the greater of, if any, (a) the actual amount of income in Part III, Section 4.b, minus the amount of income enumerated in Part III, Section 4.c, if any, or (b) the "imputed amount of income" minus the amount of income enumerated in Part III, Section 4.c, if any. The "imputed amount of income" is the value of the assets listed Part III, Section 4.a, of the Income Certification multiplied by the "current passbook savings rate" as determined by the United States Department of Housing and Urban Development. (The "current passbook savings rate" will vary from time to time; if the "current passbook savings rate" is unavailable, you should multiply the value of the assets by 10%.) For example, if the prospective occupants list assets of \$7,000 in Part III, Section 4.a, of the Income Certification, and the "current passbook savings rate" is 6%, the "imputed amount of income" is \$420.

The "anticipated annual income" of Part III, Section 3, of the Certificate plus, if the capital investments exceed \$5,000, the necessary adjustments of Part III, Section 4, of the Certificate, as discussed in the preceding paragraph, should be entered in the blank on the Owner Statement portion of the Certificate.

91-20809 Q

INCOME VERIFICATION
(for employed person)

The undersigned employee has applied for a rental housing unit located in a project which has been allocated a "low income tax credit" from the Nebraska Investment Finance Authority. Income statements of certain prospective tenants must be stringently verified. Please indicate below the employee's current annual income from wages, overtime, bonuses, commissions or any other form of compensation on a regular basis.

ANNUAL WAGES:
OVERTIME:
BONUSES:
COMMISSIONS:
TOTAL CURRENT INCOME:

I hereby certify that the statements above are true and complete to the best of my knowledge.

Signature _____ Title _____
Date _____

I hereby grant you permission to disclose my income to _____ in order that it may determine my income eligibility for rental of an apartment located in their project which has received a "low income tax credit" allocation from the Nebraska Investment Finance Authority.

Signature _____ Date _____
Please send to:

INCOME VERIFICATION

(for self-employed persons)

91-20809R

I hereby attach copies of my individual federal and state income tax returns for the immediately preceding three calendar years for which such income tax returns could have been filed (or, if not filed, were not required to be filed), and certify that the information shown in such income tax returns is true and complete to the best of my knowledge and that any income tax returns not filed were not required to be filed.

Signature

Date

91-208095

EXHIBIT C

Certificate of Continuing Program Compliance

TO: Nebraska Investment Finance Authority
1033 "O" Street, Suite 218
Lincoln, NE 68508
Attention: Executive Director

The undersigned, _____, on behalf of _____ (the "Owner"), hereby represents and warrants that:

1. It has read and is thoroughly familiar with the provisions of the Land Use Restriction Agreement between the Owner and the Nebraska Investment Finance Authority (the "Authority").
2. As of the date of this Certificate, the following percentages of completed residential units in the Project (1) are occupied by Qualified Tenants (as such term is defined in the Land Use Restriction Agreement) or (ii) are currently vacant and being held available for such occupancy and have been so held continuously since the date a Qualified Tenant vacated such unit, as indicated:
 Occupied by Qualified Tenants: _____ % Unit Nos.: _____
 Held vacant for occupancy continuously since last occupied by Qualified Tenants: _____ % Unit Nos.: _____
3. At no time since the date of filing of the last Certification of Continuing Program Compliance have less than the Applicable Set-Aside Percentage (as defined in the Land Use Restriction Agreement) of the completed units in the Project been occupied by or been last occupied by Qualified Tenants.
4. The Owner is not in default under the terms of the Land Use Restriction Agreement.

[OWNER]
By _____
Date _____