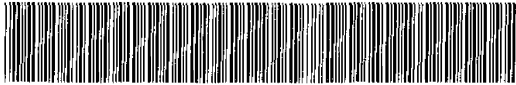




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ACKNOWLEDGEMENT OF COVENANT RUNNING WITH LAND

WHEREAS, on February 2, 2010, by Resolution No. 113, AN Agreement (hereafter referred to as "the Agreement") was entered into by and between the City of Omaha, a Municipal Corporation of the Metropolitan class in the State of Nebraska (hereafter referred to as "the City") and NCTHP Limited Partnership, a Nebraska Limited Partnership (hereinafter referred to as the "L.P."), Midwest Housing Assistance Corporation, a Nebraska Corporation, General Partner, , wherein the City would provide a grant in an amount of \$40,000 to assist in the rehabilitation work of the property and improvements thereon, and legally described as:

§ 1/2
 Lot 19, except the West ~~8 1/2~~ feet thereof and Lots 20 and 21, In Laurel Park, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska (commonly known as 4462 Redman Avenue, Apartments 2, and 4; 4464 Redman Avenue, Apartment 4; 4466 Redman Avenue, Apartments 1, 3, and 4; 4468 Redman Avenue, Apartment 1, Omaha, Nebraska

NOW THEREFORE, the L.P., (hereinafter referred to as the "Owner(s)"), for themselves, their successors and assigns, agree that the restrictions and covenants in the Agreement shall be covenants running with the land, and that it, in any event and without regard to technical classification and designation, legal or otherwise, shall be binding, to the fullest extent permitted by law and equity, and enforceable by the City, its successors and assigns, against the Owner(s), their successors and assigns, to any part of the property that is the subject of the Agreement, or any interest therein and any party in the possession or occupancy of any part of said property. The Owner(s), for themselves, their successors and assigns, further covenant and agree, that without regard to whether the City or the United States is an owner of any interest in the land to which the covenants relate, the covenants running with the land shall remain in effect for five (5) years after the date of Project Close Out of the project, the period specified or referred to in Section 1.12 in the Agreement, or until such date thereafter to which it may be modified by proper amendment of the Agreement, on which date such covenants may terminate. The Owner(s), for themselves, their successors and assigns, further covenant and agree that this property shall continue to be used as rental units for qualified low- and moderate-

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 Department*

income families, as described in Section 2.01 in the Agreement, for the term of this covenant. In the event of default, gross negligence or other substantial noncompliance, the outstanding amount of the grant at the time of default shall be due and payable immediately from the Owner(s), their successors and assigns, to the City.

NCTHP, LIMITED PARTNERSHIP, a Nebraska
Limited Partnership

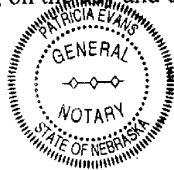
By: *Ted Witt*
Midwest Housing Assistance Corporation.,
A Nebraska Corporation, General Partner

By: *Ted Witt* 2/12/10
Ted Witt, Vice President Date

STATE OF NEBRASKA)
) §
COUNTY OF DOUGLAS)

On this 12th day of February, 2010 before me, the Undersigned, a Notary Public duly commissioned and qualified in and for said County, personally came Ted Witt, Vice President of Midwest Housing Corporation, a Nebraska Corporation, General Partner of NCTHP Limited Partnership, a Nebraska Limited Partnership, known to be the identical person(s) whose name is affixed to the above and foregoing instrument as Acknowledgement of Covenants Running with the Land, and they acknowledged the same instrument and the execution thereof to be their voluntary act and deed for the purpose therein expressed.

In testimony whereof, I have hereunto set my hand and affixed my Notarial Seal at Omaha, Nebraska, on the day and date last above written.



Patricia Evans
Notary Public

MY COMMISSION EXPIRES
September 16, 2012

My commission expires September 16, 2012