

Public Notice

Housing Commission Regular Meeting

In accordance with the Statutes of the State of Illinois and the Ordinances of the City of Highland Park, the next regular meeting of the City of Highland Park Housing Commission, the Peers Housing Association, Ravinia Housing Association, and Sunset Woods Association is scheduled to be held at the hour of **6:30 P.M. on Wednesday, August 5, 2026** and will take place at City Hall, 1707 St Johns Avenue, Highland Park, Illinois inside the Council Chambers. Individuals with questions or feedback about an agenda item can address the Commission in the following ways:

1. **EMAILS FOR THE RECORD.** Email the Housing Commission staff liaison, Planner Zubin Coleman at zcoleman@cityhpil.com. If you wish to have your comments read into the record, limit your communication to 200 words or less. Public comments received by 4:30 PM the day of the meeting will be read under Business from the Public. Public comments should contain the following information:
 - In the subject line, identify, “Housing Commission Meeting – Read into the Record”
 - Name
 - City
 - Address (optional)
 - Phone (optional)
 - Organization, agency representing, if applicable.
 - Topic or agenda item number of interest
2. **EMAILS WITH UNLIMITED INFORMATION.** Individuals who do not wish to have their comments read into the record can email Senior Planner, Zubin Coleman an unlimited number of words. Emails will be forwarded to the Housing Commission if requested.
3. **TELEPHONE.** Individuals with no access to email may leave a message with Senior Planner Zubin Coleman at 847.926.1853.
4. **LIVE COMMENTS.** Individuals are able to address the Commission during the meeting. Questions/comments are limited to written testimony into the record or spoken comments, not both. Business from the Public is only listed on the Housing Commission Meeting Agenda. Comments should be limited to three minutes or less.

All emails received will be acknowledged at the meeting. Individuals may also leave a voice message with Senior Planner, Zubin Coleman at 847.926.1853 or at zcoleman@cityhpil.com with any questions.

The City encourages individuals to sign-up for its enews for important information from the City and its government partners. The City updates its website daily and also posts on social media daily. To sign-up for the enews, visit www.cityhpil.com.

The City, in compliance with the Americans with Disabilities Act, requests that persons with disabilities who require certain accommodations to allow them to observe and/or participate in this hearing, or who have questions about the accessibility of the meeting facilities, contact the City’s ADA coordinator Emily Taub at etaub@cityhpil.com or 847.926.1005.

AGENDA

City of Highland Park Housing Commission Regular Meeting August 5, 2026 - 6:30 pm

I. Call to order

II. Roll Call

III. Business from the Public

IV. Approval of Regular Meeting Minutes – July 1, 2026

V. Scheduled Business

1. Items for Omnibus Vote Consideration
 - Payment of Invoices
 - Ratification of Payments – HDA Peers Mortgage Loan IHDA Check Reimbursement
2. Peers, Ravinia, Sunset Woods Associations, and HTF
 - Consideration of ERES Management Report and Financials
 - Sunset Woods Financials
 - Housing Trust Fund (HTF) Financials
 - Other Association Business
 - Peers Pipe Replacement Update – Funding
 - Peers Housing Association Fund Account Management
 - 2026-27 Insurance Renewal for Peers, Ravinia & Sunset Woods Housing Associations
 - CPAH – Sunset Woods Association Agreement Update – Services Provided

VI. Old Business

VII. New Business

1. Consideration of a Resolution Approving CPAH's 2026 Operating Grant Agreement Quarter 2 Drawdown Disbursement
2. Consideration of a Resolution Approving CPAH's 2025 Scattered Site Grant Agreement Final Drawdown Disbursement for 1500 McCraren Road

VIII. Other Business

1. Next Housing Commission Meeting, Wednesday, September 2, 2026

IX. Adjournment

**MINUTES OF A REGULAR MEETING OF
HOUSING COMMISSION
OF THE CITY OF HIGHLAND PARK, ILLINOIS**

MEETING DATE: Wednesday, July 1, 2026

MEETING LOCATION: Council Chambers, City Hall, 1707 St. Johns Avenue, Highland Park, IL

CALL TO ORDER

At 6:30 p.m., Chairperson Fernandez Sykes called an on-site meeting of the Highland Park Housing Commission, Peers Housing Association, Ravinia Housing Association, and the Sunset Woods Association to order. Each of the Commissioners also serves as Directors of each of the Housing Associations. Public comments may be emailed to city@hpil.com or phoned into at 847.432.0867. The City web site is www.cityhpil.com. Staff was asked to call the roll.

ROLL CALL

Commissioners Present: Chairperson Fernandez Sykes; Commissioners Adland, Beasley, Rachman, & Shapiro Kopin

Commissioner Absent: Commissioner Farris

Councilmember Absent: Tapia

Student Council Present: Sydney Jones

Student Council Absent: Rylee Sullivan

Staff declared that a quorum was present.

Staff Present: Fontane, Coleman

Guests Present: Harold Eich, Regional Director & Brad Schmidt, Facilities Manager/ERES
Laurie Williams, Executive Director/Collaborative Community Housing Initiative/CCHI

Others Present: Gale Cerabona, Recorder

BUSINESS FROM THE PUBLIC

There was no Business from the Public.

APPROVAL OF MINUTES

Regular Meeting of the Housing Commission – June 3, 2026

Commissioner Rachman moved to approve the June 3, 2026, regular meeting minutes. Commissioner Shapiro Kopin seconded the motion.

On a voice vote:

Voting Yea: Chairperson Fernandez Sykes; Commissioners Adland, Rachman, & Shapiro Kopin

Voting Nay: None

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OF THE CITY OF HIGHLAND PARK, ILLINOIS**

Chairperson Fernandez Sykes declared that the motion passed unanimously.

SCHEDULED BUSINESS

1. Items for Omnibus Vote Consideration

- Payment of Invoices

Senior Planner Coleman advised there is nothing outstanding.

- Ratification of Payments
 - Sunset Woods Annual Report Filing to the State

Senior Planner Coleman advised, regarding IRS audits, the fee for Sunset Woods was due and submitted.

2. Peers, Ravinia, Sunset Woods Associations, & Housing Trust Fund

- Consideration of ERES Management Report and Financials

Peers

Senior Planner Coleman referred the HC to a memo pertaining to the pipe issue.

Mr. Eich said Ms. Leykin sends her best wishes, as she is on maternity leave.

He introduced Brad Schmidt, Facilities Manager at ERES. Mr. Eich said contractors and inspectors have been reviewing the pipes at Peers, and noted other electrical issues have arisen.

Commissioner Beasley arrived at 6:34 p.m.

It was noted pipe replacement, removal is necessary. After further review, this can wait until the weather breaks, perhaps in September, as power will have to be turned off. A full scope and recommendation will be presented to the HC very shortly. Potentially 7 residents would be relocated for a month. Power should be restored at the end of every day.

Some HC comments are.....

- Commissioner Beasley asked if there would be funds given to the residents if they don't stay with family during that time. Mr. Eich said it's the owner's decision. The recommendation is to house these residents at an *Extended Stay* hotel.
- Commissioner Shapiro Chopin stated she is aware a subcontractor made an error, and asked if there is any retribution. Mr. Schmidt said the subcontractor made everything right (flooring, etc.). Mr. Eich said this is not unusual for this to occur. An aggressive plan is in place. The contractor or subcontractor weren't the reasons for the issue.
- Commissioner Adland asked:
 - why wait until September and not October. Mr. Eich said if there continues to be no blockage, this could wait.
 - what the root cause is. Mr. Schmidt stated it happens as it is cast-iron pipe with PVC that settled and built up. Mr. Eich noted this is facilitated by grease and kitchen drains.

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- Chair Fernandez Sykes asked, and Senior Planner Coleman said the quote will hold its price. Mr. Eich advised of items not included in the invoice such as flooring, patch work, etc. This will be in the reserve plan.
- Commissioner Rachman asked:
 - and Mr. Eich said insurance doesn't often cover relocation. He will see if there is eligibility. The useful life of the roof is over 20 years. The reserve is being built up and could be used for relocation or a roof, etc.
 - if the roof is able to withstand another year. Mr. Schmidt believes so.

Senior Planner Coleman expounded on monies to be used (capital expenses, interest).

- Commissioner Adland said residents won't be able to refrigerate anything. Mr. Schmidt said there is access to electrical units, so power could go to the units.

Senior Planner Coleman concluded that action needs to be taken on Kelsey Mechanical for \$89,820.

Commissioner Rachman moved to approve the Kelsey Mechanical invoice as presented. Commissioner Beasley seconded the motion.

On a voice vote:

Voting Yea: Chairperson Fernandez Sykes; Commissioners Adland, Beasley, Rachman, & Shapiro Kopin

Voting Nay: None

Chairperson Fernandez Sykes declared that the motion passed unanimously.

- Sunset Woods Financials

Senior Planner Coleman advised there is nothing outstanding.

- Housing Trust Fund (HTF) Financials

Senior Planner Coleman advised there is nothing outstanding.

- Other Association Business
 - Peers Pipe Replacement Update
 - Peers Housing Association Fund Account Management

Senior Planner Coleman referred to the Staff memo regarding the 6-month CD account, and noted it matures July 7, 2026. Bank Staff recommends this be placed into another auto removal 6-month CD.

More HC comments are.....

- Commissioner Adland asked:
 - and Senior Planner Coleman said 1 account is untouched potentially for the pipe replacement.
 - if the Bank offers a savings account with interest more than .2%. Senior Planner Coleman said likely it does. He noted this account wasn't acted on in the past. It's not

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recommended to touch that account due to possible payment needs. This is highlighted and will be reviewed.

- Commissioner Shapiro Kopin asked when the Ravinia Savings CD expires. Senior Planner Coleman believes it is an 23-month CD (maturing winter 2028).
- Commissioner Adland:
 - asked if there are any other banks with a better interest rate. It was noted First Bank of Highland Park is exclusive for Sunset Woods. Their Staff hasn't been consulted.
 - recommends the absolute best interest rate be sought. Senior Planner Coleman said these funds are not coming from developers. Director Fontane noted it's not so much which Bank, it's what account holds the money (no penalties for early withdrawals, etc.). He expounded. The repairs have increased to \$89,000.
 - noted high-yield saving accounts are in the mid-4% range.
 - said the goal is to get the highest interest rate. Senior Planner Coleman will look into.
- Commissioner Shapiro Kopin said once more information is received about repairs/relocation, a portion could be placed into a higher-yield account.

Commissioner Shapiro Kopin moved to rollover the CD into another CD account at 3.15%. Commissioner Adland seconded the motion.

On a voice vote:

Voting Yea: Chairperson Fernandez Sykes; Commissioners Adland, Beasley, Rachman, & Shapiro Kopin

Voting Nay: None

Staff declared that the motion passed unanimously.

OLD BUSINESS

1. CCHI Grant Agreement – Update

Senior Planner Coleman recalled a grant agreement between the City of Highland Park and CCHI in October, 2025, at 1651 Richfield Avenue for disability housing. He noted a construction timeline would be provided.

Ms. Williams with CCHI said 46 residents will be moving to 1651 Richfield Avenue, formerly The Auberge. She noted the building is 98% sold. Renovations are going great. Lighting, color are being redone for sensory reasons.

Some HC comments are.....

- Commissioner Shapiro Kopin asked if:
 - 4 affordable units are 361 sq. ft. Ms. Williams stated 2 are 361 sq. ft. and 2 are 401 sq. ft.
 - there are enough communal spaces. Ms. Williams noted it is a great-size apartment; more community space (on 3 floors) than resident space. She explained there's a movie room, game room, arcade, Yoga studio, etc.
- Commissioner Rachman asked how distinctions are made on the income-AMI issue. Ms. Williams said financial statements were reviewed; qualification system. She noted Lake County is giving a grant for 2 affordable units. Senior Planner Coleman stated the grant expires in April, 2027. He expressed this is a big win for the housing program.

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2. Payment-in-Lieu Fee Analysis

Senior Planner Coleman reminded this was discussed at the last meeting. He noted Director Fontane would give a presentation on methodology and findings.

Director Fontane proceeded:

- Annual Fee Resolution (Payment-in-Lieu Housing Fee directed by City Council in 2022; to be reviewed in 3-5 years)
- Request for Feedback & Recommendation
- Background
 - 2003-2023 (\$100,000 - \$185,400)
- Fee-in-Lieu – HC’s Overarching Criteria (2003)
- Policy Framework – Scattered Site Program
 - funded by Housing Trust Fund/HTF
- Methodology – Informing In-Lieu Fee Amount
- Methodology – Underlying Assumptions

Discussion took place about AMI in Highland Park. Chair Fernandez Sykes said this is a larger issue about the direction of the Scattered Site program; a more affordable pool. Commissioner Beasley stated some residents are priced out of Highland Park, as housing is astronomical. She would like the fee to be raised. Commissioner Rachman stated there are 30 homes available in Highland Park from \$500,000-\$6.7 million. Director Fontane reminded the purpose is to create housing for people who cannot afford housing in Highland Park. Policy is a different subject matter.

Director Fontane continued the presentation:

- Fee-in-Lieu Amount – Considerations
 - 15% in a development should be affordable
- Key Findings – Sales Data Approach
 - \$217,000 per unit
- Key Findings – Program Experience Approach
 - \$222,500 per unit
- Key Policy Questions

Some HC comments are.....

- Commissioner Adland asked if there is a:
 - proxy that can track developer applications regarding fees-in-lieu. He asked how it compares. Director Fontane responded – by looking at housing prices.
 - comparable median-index housing price. Director Fontane said the sales price approach has been utilized since the beginning.
- Commissioner Shapiro Kopin:
 - noted housing in Highland Park is inflated; will become more and more difficult to find houses to purchase and rehab. Director Fontane reminded the HC has increased the subsidy.
 - said it is appropriate to raise the fee-in-lieu. Development is not occurring in Highland Park. Director Fontane said the HC should not set the PMI too large.
- Commissioner Rachman:

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- stated then the fee becomes inflationary which increases the end product.
- said 9 houses have been purchased within a number of years. There is enough money (\$1 million) to buy 9 more houses now. Director Fontane shared the policy goal is creating housing on-site. Fee-in-Lieu is an alternative. There are 68 Scattered Sites. He explained operating costs. CPAH is an external partner with affordable-housing expertise.

Audience member and author of letter sent to the HC, Mr. Michael Dobrow, Local Government Affairs Director with the Illinois Realtors, said he agrees and asked the HC to refer to his letter. He thanked the HC for the work it does.

Commissioner Beasley moved to recommend to City Council that the Payment-in-Lieu affordable housing fee for Fiscal Year 2027 be increased from \$185,400 to \$222,500 per unit. Commissioner Shapiro Kopin seconded the motion.

On a roll call vote

Voting Yea: Chairperson Fernandez Sykes; Commissioners Adland, Beasley, Rachman, & Shapiro Kopin

Voting Nay: None

Chairperson Fernandez Sykes declared that the motion passed unanimously.

NEW BUSINESS

1. CPAH 2027 Grant Requests

Chair Fernandez Sykes referred to CPAH's memos.

Director Fontane advised the budget is being developed for 2027. The fund-balance targets are being reviewed and may be based on revenues. A deviation was a grant to CCHI. He suggested that CPAH's 2 requests be honored, and if need be, have a departure from the fund-balance target.

The HC concurred with this recommendation.

OTHER BUSINESS

1. Commissioner Update

Senior Planner Coleman advised Commissioner Rosen has resigned from the HC due to schedule conflicts.

2. Next Housing Commission Meeting, Wednesday, August 5, 2026

The next HC Meeting is scheduled for Wednesday, August 5, 2026.

ADJOURNMENT

Commissioner Beasley moved to adjourn at 8:41 p.m. Commissioner Shapiro Kopin seconded the motion.

On a roll call vote

Voting Yea: Chairperson Fernandez Sykes; Commissioners Adland, Beasley, Rachman, & Shapiro Kopin

Voting Nay: None

Chairperson Fernandez Sykes declared that the motion passed unanimously.

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Respectfully Submitted,

Gale Cerabona
Recorder

MINUTES OF A REGULAR MEETING ON JUNE 3, 2026, WERE APPROVED WITHOUT CORRECTIONS.

DRAFT

Memorandum

Loan Number: 12-2269-02

Payee: Peers Housing Association FKA: Highland Park Housing Assoc #1

Payment Type: **X** **CHECK** WIRE Wire instructions attached

Mailing Address: 1707 St Johns Avenue

Highland Park IL 60635

Amount: \$14,949.32

Purpose: Payoff overpayment refund. Loan is paid in full.



ILLINOIS HOUSING DEVELOPMENT AUTHORITY
ADMINISTRATIVE FUND - ACCOUNTS PAYABLE
 111 EAST WACKER DRIVE - SUITE 1000
 CHICAGO, ILLINOIS 60601-4306

BANK OF AMERICA, N.A.
 CHICAGO, ILLINOIS 60603
 70-2328 / 719

DATE
 07-13-2026

CONTROL NO.

PAY FOURTEEN THOUSAND NINE HUNDRED FORTY-NINE DOLLARS AND THIRTY-TWO CENTS

CHECK AMOUNT
\$ **14,949.32**
 VOID AFTER 180 DAYS

TO THE ORDER OF
PEERS HOUSING ASSOCIATION
1707 ST. JOHNS AVENUE
Highland Park, IL 60035

[Signature]
[Signature]

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

INVOICE DATE	INVOICE #	REF. #	INVOICE TOTAL	DESCRIPTION
07-09-2026	Loan#12-2269-02		14,949.32	LOAN#12-2269-02



MEMORANDUM

TO: Highland Park Housing Commission
FROM: Harold Eich on behalf of Irina Leykin
RE: July 2026 Management Report and June 2026 Financials
DATE: July 27, 2026

FRANK B. PEERS

Operations

- Management continues to monitor the pipe project which was discussed at the prior Commission meetings. Since the last meeting there have not been any additional issues or related backups. Management has paid the required deposit to the contractor for the project and is still anticipating completing an additional camera inspection of the line in August, and continues to target September – October to begin the project.
- Roof inspection was completed and minor deficiencies were identified and repaired. Report to be provided once received from the contractor.
- Multiple sinks rodded and repaired as part of the preventative maintenance process.

Occupancy

- At present, there are no vacancies.

Financial

- Net Operating Income (NOI) in June was positive to budget by \$17,710.49 MTD and YTD NOI was positive to budget by \$84,324.93. Cash carry over was at \$1,557,612.86 Debt Service Coverage Ratio for June was 2.72.

Income

- Income was positive to budget by \$454.22 MTD and positive by \$1,315.44 YTD.

Expense

- Expense line items which were significantly over budget (more than \$1,000 YTD) include:
 - Audit expense – MTD timing variance as the expense was budgeted in June.
 - Exterminating contract – MTD variance due to additional roach treatment service needed in the building.
 - Union benefits – December 2025 invoice was processed in January.
 - Capital expenditures – Deposit for pipe replacement on the first floor. The expense will be covered from operations due to insufficient funds on replacement reserve account as the property is saving for replacement of roofs in 2027.
 - Bath rehab – Deposit for tub to shower conversion was paid during the month. Remaining balance is expected to show on July financials.



RAVINIA HOUSING

Operations

- Roof inspection was completed and minor deficiencies were identified and repaired. Report to be provided once received from the contractor.
- NHC MOR was conducted on June 25, 2026. Report received on July 20, 2026 and the overall score was Above-Average.
- Management continues to investigate a water leak at Pleasant Ave. This problem may be related to the seal on vent pipe, which was repaired this month. Additional information will be provided once received, as needed.

Occupancy

- At present, there are no vacancies.

Financial

- Net Operating Income (NOI) in June was positive to budget by \$5,505.82 MTD and positive to budget by \$28,383.98 YTD. Cash carry over was at \$15,986.43.
- Debt Service Coverage Ratio for June was 3.83.

Income

- Income was positive to budget by \$61.09 MTD and positive to budget by \$3,691.48 YTD.

Expense

- Expense line items which were significantly over budget (more than \$1,000 YTD) include:
 - Audit – timing variance as the expense was budgeted in June.
 - Decorating – Variance due to higher turn costs than anticipated, for the turnover of the unit that was recently evicted. This was a longer term tenant and the unit had far greater than average wear and tear.
 - CapEx – Variance due to fire panel replacement invoice paid in April
 - Appliances - Variance due to replacing 2 refrigerators in preparation to HUD NSPIRE inspection.
 - Door Replacements – Variance due to replacements and repairs completed in the recently evicted unit

Accounts Receivable Update

June 2026

Frank B. Peers (68 units)

Tenant A/R decreased from \$4 at the end of May to \$1 at the end of June.

Subsidy A/R decreased from \$606 at the end of May to \$123 at the end of June.

Tenant delinquency includes:

Current delinquency: \$1

Ravinia Housing (17 units)

Tenant A/R decreased from \$2,709.88 at the end of May to \$2,697.78 at the end of June.

Subsidy A/R increased from \$87 at the end of May to \$134 at the end of June.

Tenant delinquency includes:

Current delinquency: \$ 21 (2 tenants)

30-day delinquency: \$ 267 (1 tenant)

60-day delinquency: \$ 0

90+ days delinquency: \$ 0

Two residents are on repayment plans. One resident's rent was adjusted creating the delinquency.

****Note****

These charges fluctuate from month to month. If a resident pays rent late or not at all, it causes the Tenant A/R to increase the following month.

With regard to the subsidy A/R, we request the rent from HUD, 1 month in advance. For Example: On July 1st, we send our HAP/Voucher subsidy request to HUD, for the month of June. Because of this, activities like move-ins, move-outs or certifications, will affect the subsidy A/R balance; causing it to increase or decrease. Tenants that have entered into repayment agreements would create A/R balances for either the tenant or subsidy ledgers as well, as the property is required to pay back the incorrect amount received by HUD due to the error, and then collect that amount directly from the resident as part of their repayment agreement.

FRANK B. PEERS HOUSING

Balance Sheet

	Month Ending 04/30/26	Month Ending 05/31/26 Actual	Month Ending 06/30/26 Actual
ASSETS			
Current Assets			
1110-0000 - Petty Cash	200.00	200.00	200.00
1121-0000 - Cash - Operating	1,486,649.63	1,516,911.82	1,557,612.86
1130-0000 - Tenant/member accounts receivable	0.02	4.00	0.00
1131-0000 - Accounts receivable - subsidy	2,371.00	606.00	123.00
1240-0000 - Prepaid property and liability insurance	29,152.21	19,550.47	9,948.73
Total Current Assets	1,518,372.86	1,537,272.29	1,567,884.59
Other Assets			
1290-0000 - Misc Prepaid Expenses	90.91	15,095.31	15,150.39
1192-0000 - Tenant Sec Dep	25,209.33	25,220.33	25,231.44
1310-0000 - Real estate tax escrow	22,124.24	22,124.24	22,124.24
1311-0000 - Insurance escrow	69,451.61	79,460.54	89,469.47
1330-0000 - Debt Service Escrow	170,620.00	170,620.00	170,620.00
1320 - Replacement Reserve	241,852.92	243,626.47	245,626.47
1340 - Residual Receipt	15,985.50	15,985.50	15,985.50
Total Other Assets	545,334.51	572,132.39	584,207.51
Fixed Assets			
1420-0000 - Building	1,796,875.15	1,796,875.15	1,796,875.15
1420-0001 - Building Improvements	2,354,041.52	2,354,041.52	2,354,041.52
1430-0000 - Land Improvements	1,535,414.79	1,535,414.79	1,535,414.79
1440-0000 - Building Equipment Portable	189,686.00	189,686.00	189,686.00
1450-0000 - Furniture for project/tenant use	768,491.60	768,491.60	768,491.60
1497-0000 - Site improvements	363,370.04	363,370.04	363,370.04
4120-0000 - Accum depr - buildings	(5,090,033.03)	(5,090,033.03)	(5,090,033.03)
1498-0000 - Current F/A	24,502.37	25,170.75	28,828.15
Total Fixed Assets	1,942,348.44	1,943,016.82	1,946,674.22
Financing Costs			
1900-0001 - Deferred Financing Costs	192,398.85	192,398.85	192,398.85
1999-0000 - Accum Amort - Bond Costs	(161,592.22)	(161,592.22)	(161,592.22)
Total Financing Costs	30,806.63	30,806.63	30,806.63
Partnership Assets			
1701-0000 - Cash - Partnership	14,829.86	14,829.86	14,819.86
1703-0000 - Partnership Receivable	45,681.19	45,681.19	45,681.19
Total Partnership Assets	60,511.05	60,511.05	60,501.05
1702 Partnership MM			

FRANK B. PEERS HOUSING
Balance Sheet

	Month Ending 04/30/26	Month Ending 05/31/26 Actual	Month Ending 06/30/26 Actual
1702-0000 - Partnership MM	68.54	70.84	4,207.87
Total 1702 Partnership MM	1,081,438.02	1,081,508.86	1,085,716.73
Total Assets	5,178,811.51	5,225,248.04	5,275,790.73

FRANK B. PEERS HOUSING

Balance Sheet

	Month Ending 04/30/26	Month Ending 05/31/26 Actual	Month Ending 06/30/26 Actual
Liabilities & Equity			
Current Liabilities			
2110-0000 - Accounts payable	7,301.59	169.92	1,616.04
2114-0000 - 401K Payable	280.67	280.67	280.67
2120-0000 - Accrued wages and p/r taxes payable	6,818.56	14,082.12	6,818.56
2130-0000 - Accrued interest - mortgage	11,085.79	10,940.52	10,868.24
2180-0000 - Misc current liabilities	17,486.39	17,233.10	18,910.98
Total Current Liabilities	<u>42,973.00</u>	<u>42,706.33</u>	<u>38,494.49</u>
Non-Current Liabilities			
2320-0000 - Mortgage Payable (long term)	0.24	(14,893.95)	(29,924.29)
2191-0000 - Security deposits-residential	22,701.00	22,711.00	22,721.00
2191-0001 - Pet Deposit	950.00	950.00	950.00
2210-0000 - Prepaid Rent	1,138.21	1,498.24	2,229.35
2211-0000 - Prepaid HUD	6,715.00	6,864.00	6,605.00
2320-1000 - Mortgage payable - 2nd note	2,290,000.00	2,290,000.00	2,290,000.00
Total Non-Current Liabilities	<u>2,321,504.45</u>	<u>2,307,129.29</u>	<u>2,292,581.06</u>
Owner's Equity			
3100-0000 - Limited Partners Equity	2,370,665.90	2,370,665.90	2,370,665.90
3209-0000 - Prior Year Retained Earnings	223,436.22	223,436.22	223,436.22
3210-0000 - Retained earnings	155,713.03	220,231.94	281,310.30
Current Month Earnings	64,518.91	61,078.36	69,302.76
Total Owner's Equity	<u>2,814,334.06</u>	<u>2,875,412.42</u>	<u>2,944,715.18</u>
Total Liability & Owner Equity	<u>5,178,811.51</u>	<u>5,225,248.04</u>	<u>5,275,790.73</u>

FRANK B. PEERS HOUSING

Actual vs Budget Accrual Operating Statement

	Month Ending 06/30/26			Year To Date 06/30/26			Year Ending 12/31/26
	Actual	Budget	Variance	Actual	Budget	Variance	Annual Budget
GROSS OPERATING INCOME							
RESIDENTIAL RENTAL INCOME							
5120-0000 - Apartment rent	22,099.00	125,549.00	(103,450.00)	135,789.00	753,294.00	(617,505.00)	1,506,588.00
5121-0000 - Tenant assistant payments	103,450.00	(0.00)	103,450.00	617,505.00	(0.00)	617,505.00	(0.00)
5140-0000 - Commercial base rent	60.00	60.00	0.00	360.00	360.00	0.00	720.00
TOTAL RESIDENTIAL RENTAL INCOME	125,609.00	125,609.00	0.00	753,654.00	753,654.00	0.00	1,507,308.00
VACANCIES & ADJUSTMENTS							
5220-0000 - Vacancy loss - apartments	0.00	(751.00)	751.00	(3,096.00)	(4,506.00)	1,410.00	(9,012.00)
TOTAL VACANCIES & ADJUSTMENTS	0.00	(751.00)	751.00	(3,096.00)	(4,506.00)	1,410.00	(9,012.00)
OTHER INCOME & ADJUSTMENTS							
5910-0000 - Laundry income	0.00	166.67	(166.67)	1,723.05	1,000.02	723.03	2,000.04
5920-0000 - Nsf check fee	25.00	(0.00)	25.00	50.00	25.00	25.00	75.00
5990-0000 - Misc other income	33.45	186.67	(153.22)	(323.20)	1,120.02	(1,443.22)	2,240.04
5410-0000 - Interest Income Project Operations	1.11	3.00	(1.89)	6.24	18.00	(11.76)	36.00
5413-0000 - Interest income - escrow	0.00	(0.00)	0.00	9,112.39	8,500.00	612.39	18,100.00
TOTAL OTHER INCOME	59.56	356.34	(296.78)	10,568.48	10,663.04	(94.56)	22,451.08
GROSS OPERATING INCOME	125,668.56	125,214.34	454.22	761,126.48	759,811.04	1,315.44	1,520,747.08
ADVERTISING & RENTING EXPENSE							
6211-0000 - Marketing/Promotions/Advertising	45.40	0.00	(45.40)	45.40	453.00	407.60	453.00
6253-0000 - Credit Report Fees	0.00	34.00	34.00	68.00	204.00	136.00	408.00
TOTAL ADVERTISING & RENTING EXPENSE	45.40	34.00	(11.40)	113.40	657.00	543.60	861.00
ADMINISTRATIVE EXPENSE							
6311-0000 - Office supplies	391.78	334.17	(57.61)	1,407.26	2,005.02	597.76	4,010.04
6316-0000 - Office Equipment	1,074.46	410.00	(664.46)	2,639.65	2,460.00	(179.65)	4,920.00
6320-0000 - Management fee	6,584.59	6,553.42	(31.17)	39,089.60	39,320.52	230.92	78,641.04
6340-0000 - Legal Expense - Project	0.00	500.00	500.00	0.00	1,000.00	1,000.00	1,000.00
6350-0000 - Audit Expense	0.00	0.00	0.00	17,400.00	12,070.00	(5,330.00)	12,070.00
6360-0000 - Telephone/Internet/Cable/Cellphones	821.40	733.00	(88.40)	4,904.39	4,398.00	(506.39)	8,796.00
6360-0001 - Answering Service/ Pagers	214.44	76.00	(138.44)	428.19	456.00	27.81	912.00
6365-0000 - Training & Education Expense	0.00	368.00	368.00	156.44	508.00	351.56	2,488.00
6370-0000 - Bad debts	0.00	0.00	0.00	(5,512.00)	500.00	6,012.00	1,000.00
6371-0000 - Fees Dues & Contributions	120.00	700.00	580.00	2,057.90	1,800.00	(257.90)	1,800.00
6380-0000 - Consulting/study costs	87.00	1,500.00	1,413.00	348.00	1,860.00	1,512.00	3,360.00
6390-0000 - Misc administrative expenses	196.73	313.00	116.27	2,746.39	2,078.00	(668.39)	4,256.00
6391-0000 - Property Management Software Fees	368.02	371.00	2.98	2,008.59	2,190.00	181.41	4,416.00
6392-0000 - Computer Supplies/Data Processing	244.08	56.08	(188.00)	611.55	336.48	(275.07)	672.96
6395-0000 - Tenant Retention	0.00	400.00	400.00	(1,134.14)	2,400.00	3,534.14	4,800.00
6431-0000 - Travel & Expense Reimbursement	0.00	50.00	50.00	36.83	300.00	263.17	600.00
6851-0000 - Bank Service Fees	0.00	17.00	17.00	5.35	102.00	96.65	204.00
6860-0000 - Security Deposit Interest	0.11	6.00	5.89	0.50	36.00	35.50	68.00
TOTAL ADMINISTRATIVE EXPENSE	10,102.61	12,387.67	2,285.06	67,194.50	73,820.02	6,625.52	134,014.04
PAYROLL & RELATED COSTS							
6310-0000 - Office salaries	7,524.46	7,479.00	(45.46)	47,574.64	48,111.00	536.36	96,726.00

FRANK B. PEERS HOUSING
Actual vs Budget Accrual Operating Statement

	Month Ending 06/30/26			Year To Date 06/30/26			Year Ending 12/31/26
	Actual	Budget	Variance	Actual	Budget	Variance	Annual Budget
6491-0000 - Temp Maintenance Contractor	1,876.05	0.00	(1,876.05)	1,876.05	0.00	(1,876.05)	0.00
6510-0000 - Janitor and cleaning payroll	3,095.26	2,831.00	(264.26)	19,885.64	18,401.00	(1,484.64)	36,802.00
6540-0000 - Repairs payroll	811.88	3,738.00	2,926.12	23,838.35	24,296.00	457.65	48,592.00
6900-0000 - Social Service Coordinator	698.55	2,846.61	2,148.06	7,370.82	17,079.66	9,708.84	34,159.32
6715-0000 - Payroll Taxes	837.90	1,082.00	244.10	9,475.81	9,279.00	(196.81)	16,348.00
6722-0000 - Workers compensation	293.33	314.00	20.67	1,767.48	1,830.00	62.52	3,714.00
6723-0000 - Employee Health Ins/Other Benefits	561.21	1,685.00	1,123.79	1,814.43	9,897.00	8,082.57	20,156.00
6724-0000 - Union Benefits	2,736.64	2,458.67	(277.97)	17,110.24	14,752.02	(2,358.22)	29,504.04
6726-0001 - Contingency	0.00	0.00	0.00	5,208.00	5,208.00	0.00	5,688.00
TOTAL PAYROLL & RELATED COSTS	18,435.28	22,434.28	3,999.00	135,921.46	148,853.68	12,932.22	291,689.36
OPERATING EXPENSES							
6515-0000 - Janitors and cleaning supplies	135.41	250.00	114.59	1,431.75	1,500.00	68.25	3,000.00
6518-0000 - Uniforms	0.00	0.00	0.00	0.00	500.00	500.00	500.00
6519-0000 - Exterminating Contract	112.00	146.00	34.00	2,490.00	876.00	(1,614.00)	1,752.00
6520-0000 - Miscellaneous Repair Contractors	92.50	1,350.00	1,257.50	7,021.16	8,100.00	1,078.84	16,200.00
6525-0000 - Rubbish removal	917.97	700.00	(217.97)	5,041.98	4,200.00	(841.98)	8,400.00
TOTAL OPERATING EXPENSES	1,257.88	2,446.00	1,188.12	15,984.89	15,176.00	(808.89)	29,852.00
UTILITIES							
6450-0000 - Electricity	709.92	2,456.00	1,746.08	8,149.05	9,634.00	1,484.95	17,575.00
6451-0000 - Water & Sewer	2,541.60	2,140.00	(401.60)	15,084.01	18,117.00	3,032.99	35,956.00
6452-0000 - Gas	1,043.87	1,815.00	771.13	17,297.36	18,692.00	1,394.64	24,859.00
TOTAL UTILITIES	4,295.39	6,411.00	2,115.61	40,530.42	46,443.00	5,912.58	78,390.00
MAINTENANCE EXPENSES							
6530-0200 - Security Services	93.61	0.00	(93.61)	93.61	0.00	(93.61)	0.00
6536-0000 - Ground supplies & Equipment Repairs	116.91	0.00	(116.91)	284.85	500.00	215.15	1,000.00
6537-0000 - Grounds Contractor (Landscaper)	2,022.55	750.00	(1,272.55)	2,774.55	5,500.00	2,725.45	11,000.00
6541-0000 - Repair & Maintenance Supplies	923.58	1,483.33	559.75	6,314.13	8,899.98	2,585.85	17,799.96
6545-0000 - Elevator Contractor (Annual Maintenance Contract)	465.21	450.00	(15.21)	2,791.26	3,700.00	908.74	7,400.00
6546-0000 - Heating/Cooling/Boiler Contract Repair & Supplies	0.00	2,375.00	2,375.00	4,602.72	14,250.00	9,647.28	28,500.00
6548-0000 - Snow removal	0.00	0.00	0.00	2,966.25	5,934.00	2,967.75	12,368.00
6560-0000 - Decorating (Tenant Pntg-Cycle/Turnover by Contractor)	0.00	700.00	700.00	2,600.00	4,200.00	1,600.00	8,400.00
6560-0001 - Decorating (Common areas - by Contractor)	0.00	0.00	0.00	500.00	3,000.00	2,500.00	6,000.00
6563-0000 - Window Covering	2.72	150.00	147.28	307.57	300.00	(7.57)	600.00
6581-0000 - Window Washing	0.00	2,200.00	2,200.00	0.00	2,200.00	2,200.00	2,200.00
6582-0000 - Fire Protection & Fire Equipment	1,750.00	250.00	(1,500.00)	6,319.61	15,630.00	9,310.39	18,490.00
6595-0000 - Plumbing Repairs	582.55	2,225.00	1,642.45	2,677.05	13,350.00	10,672.95	26,700.00
6596-0000 - Floor Repairs/Cleaning	0.00	900.00	900.00	0.00	900.00	900.00	1,800.00
6598-0000 - Roof Repairs	0.00	250.00	250.00	0.00	250.00	250.00	250.00
TOTAL MAINTENANCE EXPENSES	5,957.13	11,733.33	5,776.20	32,231.60	78,613.98	46,382.38	142,507.96
TAXES AND INSURANCE							
6720-0000 - Property and liability insurance	9,601.74	11,505.42	1,903.68	57,610.44	69,032.52	11,422.08	143,592.20
TOTAL TAXES AND INSURANCE	9,601.74	11,505.42	1,903.68	57,610.44	69,032.52	11,422.08	143,592.20
TOTAL OPERATING EXPENSES	49,695.43	66,951.70	17,256.27	349,586.71	432,596.20	83,009.49	820,906.56

FRANK B. PEERS HOUSING
Actual vs Budget Accrual Operating Statement

	Month Ending 06/30/26			Year To Date 06/30/26			Year Ending 12/31/26
	Actual	Budget	Variance	Actual	Budget	Variance	Annual Budget
NET OPERATING INCOME (LOSS)	75,973.13	58,262.64	17,710.49	411,539.77	327,214.84	84,324.93	699,840.52
FINANCIAL EXPENSES							
6820-0000 - Mortgage interest	10,868.24	10,868.24	0.00	66,370.46	66,297.12	(73.34)	129,969.63
6850-0000 - Mortgage Service Fee	0.00	474.00	474.00	1,942.28	2,889.00	946.72	5,667.00
TOTAL FINANCIAL EXPENSES	10,868.24	11,342.24	474.00	68,312.74	69,186.12	873.38	135,636.63
NET OPER INC/(LOSS) BEFORE CAP. EXP.	65,104.89	46,920.40	18,184.49	343,227.03	258,028.72	85,198.31	564,203.89
Partnership Income							
8005-0000 - Mortgagor Entity Income	4,207.87	0.00	4,207.87	7,406.03	0.00	7,406.03	0.00
8010-0000 - Other Entity Expense	(10.00)	(0.00)	(10.00)	(20.00)	(0.00)	(20.00)	(0.00)
Total Partnership Activity	4,197.87	(0.00)	4,197.87	7,386.03	(0.00)	7,386.03	(0.00)
NET INCOME (LOSS)	69,302.76	46,920.40	22,382.36	350,613.06	258,028.72	92,584.34	564,203.89
Cash Flow - Financing Activities							
7104-0000 - Replacement Reserve	2,000.00	2,000.00	0.00	10,867.75	12,000.00	1,132.25	24,000.00
7108-0000 - Mortgage Payable (long term)	15,030.34	15,030.00	(0.34)	89,028.53	89,092.00	63.47	180,804.00
Total Cash Flow - Financing Activities	17,030.34	17,030.00	(0.34)	99,896.28	101,092.00	1,195.72	204,804.00
CAPITAL EXPENDITURES & ESCROWS							
6991-0000 - Capital expenditures	0.00	0.00	0.00	13,250.00	0.00	(13,250.00)	0.00
6991-0005 - Bath - Rehab	3,000.00	0.00	(3,000.00)	9,000.00	6,000.00	(3,000.00)	12,000.00
6991-0006 - Kitchen - Rehab	0.00	0.00	0.00	0.00	10,000.00	10,000.00	10,000.00
6993-0001 - Appliances	657.40	0.00	(657.40)	2,387.40	3,400.00	1,012.60	6,400.00
6993-0003 - A/C Replacements	0.00	0.00	0.00	668.38	750.00	81.62	1,500.00
6994-0000 - Carpet & tile	0.00	0.00	0.00	3,522.37	6,000.00	2,477.63	12,000.00
TOTAL CAPITAL EXPENDITURES & ESCROWS	3,657.40	0.00	(3,657.40)	28,828.15	26,150.00	(2,678.15)	41,900.00
GAIN/(LOSS) AFTER CAPITAL EXP. & ESCROWS	48,615.02	29,890.40	18,724.62	221,888.63	130,786.72	91,101.91	317,499.89
Debt Service Coverage Ratio	2.72	2.09	0.63	2.48	1.95	0.53	2.09

RAVINIA HOUSING Balance Sheet

	Month Ending 04/30/26	Month Ending 05/31/26 Actual	Month Ending 06/30/26 Actual
ASSETS			
Current Assets			
1110-0000 - Petty Cash	200.00	200.00	200.00
1121-0000 - Cash - Operating	18,032.04	19,698.13	15,986.43
1130-0000 - Tenant/member accounts receivable	2,875.65	2,709.88	2,597.78
1131-0000 - Accounts receivable - subsidy	87.00	87.00	134.00
1240-0000 - Prepaid property and liability insurance	10,409.89	6,984.99	3,560.09
1250-0000 - Prepaid Mortgage Insurance	1,161.96	1,056.33	950.70
Total Current Assets	32,766.54	30,736.33	23,429.00
Other Assets			
1290-0000 - Misc Prepaid Expenses	22.72	36.45	50.18
1192-0000 - Tenant Sec Dep	9,261.68	9,252.05	9,242.45
1311-0000 - Insurance escrow	35,570.58	39,338.04	43,105.50
1312-0000 - Mortgage Insurance Escrow	458.27	568.54	678.81
1320 - Replacement Reserve	37,346.50	39,192.47	41,039.95
Total Other Assets	82,659.75	88,387.55	94,116.89
Fixed Assets			
1420-0000 - Building	1,048,224.20	1,048,224.20	1,048,224.20
1420-0001 - Building Improvements	358,188.56	358,188.56	358,188.56
1430-0000 - Land Improvements	327,439.75	327,439.75	327,439.75
1450-0000 - Furniture for project/tenant use	483,247.58	483,247.58	483,247.58
1497-0000 - Site improvements	278,198.79	278,198.79	278,198.79
1499-0000 - Accumulated Depreciation	13,201.56	13,201.56	13,201.56
4120-0000 - Accum depr - buildings	(2,295,191.46)	(2,295,191.46)	(2,295,191.46)
1498-0000 - Current F/A	7,542.73	15,391.59	16,106.92
Total Fixed Assets	220,851.71	228,700.57	229,415.90
Financing Costs			
1900-0001 - Deferred Financing Costs	62,658.71	62,658.71	62,658.71
1999-0000 - Accum Amort - Bond Costs	(29,072.30)	(29,072.30)	(29,072.30)
Total Financing Costs	33,586.41	33,586.41	33,586.41
Partnership Assets			
1701-0000 - Cash - Partnership	176,153.51	176,153.51	177,092.35
Total Partnership Assets	176,153.51	176,153.51	177,092.35
Total Assets	546,017.92	557,564.37	557,640.55

RAVINIA HOUSING Balance Sheet

	Month Ending 04/30/26	Month Ending 05/31/26 Actual	Month Ending 06/30/26 Actual
Liabilities & Equity			
Current Liabilities			
2110-0000 - Accounts payable	10,562.38	14,453.90	1,764.46
2120-0000 - Accrued wages and p/r taxes payable	1,601.74	3,428.12	1,601.74
2130-0000 - Accrued interest - mortgage	1,074.02	1,070.13	1,066.23
2131-0000 - Accrued Interest Bank Loans	1,165.11	1,165.11	1,165.11
2131-0001 - Accrued Interest - 2nd Note	21,980.21	21,980.21	21,980.21
2180-0000 - Misc current liabilities	1,191.60	1,178.05	1,143.20
Total Current Liabilities	<u>37,575.06</u>	<u>43,275.52</u>	<u>28,720.95</u>
Non-Current Liabilities			
2320-0000 - Mortgage Payable (long term)	286,405.28	285,368.96	284,328.75
2191-0000 - Security deposits-residential	8,400.00	7,518.00	7,518.00
2191-0001 - Pet Deposit	300.00	300.00	300.00
2210-0000 - Prepaid Rent	2,874.08	1,065.19	784.19
2211-0000 - Prepaid HUD	2,296.00	2,779.00	3,880.00
2320-1000 - Mortgage payable - 2nd note	459,322.72	459,322.72	459,322.72
Total Non-Current Liabilities	<u>759,598.08</u>	<u>756,353.87</u>	<u>756,133.66</u>
Partnership Liabilities			
2901-0000 - Partnership Payable	37,428.48	37,428.48	37,428.48
Total Partnership Liabilities	<u>37,428.48</u>	<u>37,428.48</u>	<u>37,428.48</u>
Owner's Equity			
3100-0000 - Limited Partners Equity	25,462.78	25,462.78	25,462.78
3209-0000 - Prior Year Retained Earnings	(346,113.41)	(346,113.41)	(346,113.41)
3210-0000 - Retained earnings	19,501.32	32,066.93	41,157.13
Current Month Earnings	12,565.61	9,090.20	14,850.96
Total Owner's Equity	<u>(288,583.70)</u>	<u>(279,493.50)</u>	<u>(264,642.54)</u>
Total Liability & Owner Equity	<u>546,017.92</u>	<u>557,564.37</u>	<u>557,640.55</u>

RAVINIA HOUSING

Actual vs Budget Accrual Operating Statement

	Month Ending 06/30/26			Year To Date 06/30/26			Year Ending 12/31/26
	Actual	Budget	Variance	Actual	Budget	Variance	Annual Budget
GROSS OPERATING INCOME							
RESIDENTIAL RENTAL INCOME							
5120-0000 - Apartment rent	9,898.00	31,296.00	(21,398.00)	52,731.00	186,599.00	(133,868.00)	374,375.00
5121-0000 - Tenant assistant payments	21,398.00	(0.00)	21,398.00	133,868.00	(0.00)	133,868.00	(0.00)
TOTAL RESIDENTIAL RENTAL INCOME	31,296.00	31,296.00	0.00	186,599.00	186,599.00	0.00	374,375.00
VACANCIES & ADJUSTMENTS							
5220-0000 - Vacancy loss - apartments	(1,808.00)	(1,814.00)	6.00	(3,267.00)	(5,442.00)	2,175.00	(9,070.00)
TOTAL VACANCIES & ADJUSTMENTS	(1,808.00)	(1,814.00)	6.00	(3,267.00)	(5,442.00)	2,175.00	(9,070.00)
OTHER INCOME & ADJUSTMENTS							
5920-0000 - Nsf check fee	0.00	(0.00)	0.00	25.00	(0.00)	25.00	(0.00)
5922-0000 - Late fees	5.00	5.00	0.00	73.00	30.00	43.00	60.00
5990-0000 - Misc other income	57.00	(0.00)	57.00	1,475.35	(0.00)	1,475.35	(0.00)
5410-0000 - Interest Income Project Operations	0.40	1.00	(0.60)	2.30	6.00	(3.70)	12.00
5413-0000 - Interest income - escrow	18.69	20.00	(1.31)	96.83	120.00	(23.17)	240.00
TOTAL OTHER INCOME	81.09	26.00	55.09	1,672.48	156.00	1,516.48	312.00
GROSS OPERATING INCOME	29,569.09	29,508.00	61.09	185,004.48	181,313.00	3,691.48	365,617.00
ADVERTISING & RENTING EXPENSE							
6211-0000 - Marketing/Promotions/Advertising	11.35	0.00	(11.35)	11.35	213.00	201.65	263.00
6253-0000 - Credit Report Fees	36.00	20.83	(15.17)	267.00	124.98	(142.02)	249.96
TOTAL ADVERTISING & RENTING EXPENSE	47.35	20.83	(26.52)	278.35	337.98	59.63	512.96
ADMINISTRATIVE EXPENSE							
6311-0000 - Office supplies	157.95	150.00	(7.95)	1,087.05	900.00	(187.05)	1,800.00
6316-0000 - Office Equipment	268.63	80.00	(188.63)	659.93	480.00	(179.93)	960.00
6320-0000 - Management fee	1,143.20	1,147.92	4.72	6,853.24	6,887.52	34.28	13,775.04
6340-0000 - Legal Expense - Project	0.00	0.00	0.00	250.00	1,000.00	750.00	1,700.00
6350-0000 - Audit Expense	0.00	0.00	0.00	18,400.00	15,600.00	(2,800.00)	15,600.00
6360-0000 - Telephone/Internet/Cable/Cellphones	606.56	512.00	(94.56)	3,774.92	3,072.00	(702.92)	6,144.00
6360-0001 - Answering Service/ Pagers	53.62	19.00	(34.62)	107.06	114.00	6.94	228.00
6365-0000 - Training & Education Expense	0.00	92.00	92.00	46.22	127.00	80.78	577.00
6370-0000 - Bad debts	351.00	0.00	(351.00)	351.00	5,000.00	4,649.00	5,000.00
6371-0000 - Fees Dues & Contributions	30.00	0.00	(30.00)	60.00	510.00	450.00	510.00
6380-0000 - Consulting/study costs	0.00	1,500.00	1,500.00	1,274.00	3,000.00	1,726.00	3,000.00
6390-0000 - Misc administrative expenses	158.89	275.00	116.11	1,708.62	1,650.00	(58.62)	3,300.00
6391-0000 - Property Management Software Fees	202.76	167.00	(35.76)	869.67	986.00	116.33	1,988.00
6392-0000 - Computer Supplies/Data Processing	87.20	35.00	(52.20)	493.45	210.00	(283.45)	420.00
6431-0000 - Travel & Expense Reimbursement	74.54	100.00	25.46	74.54	200.00	125.46	400.00
6851-0000 - Bank Service Fees	85.00	85.00	0.00	515.35	510.00	(5.35)	1,020.00
6860-0000 - Security Deposit Interest	0.10	2.00	1.90	0.32	12.00	11.68	24.00
TOTAL ADMINISTRATIVE EXPENSE	3,219.45	4,164.92	945.47	36,525.37	40,258.52	3,733.15	56,446.04
PAYROLL & RELATED COSTS							
6310-0000 - Office salaries	1,872.68	1,870.00	(2.68)	11,885.23	12,029.00	143.77	24,184.00
6491-0000 - Temp Maintenance Contractor	469.01	0.00	(469.01)	469.01	0.00	(469.01)	0.00
6510-0000 - Janitor and cleaning payroll	769.93	707.00	(62.93)	4,967.51	4,596.00	(371.51)	9,192.00

RAVINIA HOUSING

Actual vs Budget Accrual Operating Statement

	Month Ending 06/30/26			Year To Date 06/30/26			Year Ending 12/31/26
	Actual	Budget	Variance	Actual	Budget	Variance	Annual Budget
6540-0000 - Repairs payroll	199.20	934.00	734.80	5,955.84	6,072.00	116.16	12,144.00
6715-0000 - Payroll Taxes	208.21	270.00	61.79	2,280.20	2,321.00	40.80	4,086.00
6722-0000 - Workers compensation	73.33	76.00	2.67	437.35	441.00	3.65	897.00
6723-0000 - Employee Health Ins/Other Benefits	114.45	421.00	306.55	577.39	2,471.00	1,893.61	5,035.00
6724-0000 - Union Benefits	684.16	602.50	(81.66)	4,277.56	3,615.00	(662.56)	7,230.00
6726-0001 - Contingency	0.00	0.00	0.00	1,302.00	1,302.00	0.00	1,422.00
TOTAL PAYROLL & RELATED COSTS	4,390.97	4,880.50	489.53	32,152.09	32,847.00	694.91	64,190.00
OPERATING EXPENSES							
6515-0000 - Janitors and cleaning supplies	42.02	16.67	(25.35)	85.40	100.02	14.62	200.04
6518-0000 - Uniforms	0.00	500.00	500.00	0.00	500.00	500.00	500.00
6519-0000 - Exterminating Contract	0.00	0.00	0.00	0.00	250.00	250.00	500.00
6520-0000 - Miscellaneous Repair Contractors	0.00	883.33	883.33	1,024.16	5,299.98	4,275.82	10,599.96
6525-0000 - Rubbish removal	750.51	700.00	(50.51)	4,205.80	4,200.00	(5.80)	8,400.00
TOTAL OPERATING EXPENSES	792.53	2,100.00	1,307.47	5,315.36	10,350.00	5,034.64	20,200.00
UTILITIES							
6450-0000 - Electricity	139.89	120.00	(19.89)	1,334.29	1,545.00	210.71	2,881.00
6451-0000 - Water & Sewer	0.00	0.00	0.00	283.66	666.37	382.71	2,062.79
6452-0000 - Gas	62.98	33.33	(29.65)	62.98	199.98	137.00	399.96
TOTAL UTILITIES	202.87	153.33	(49.54)	1,680.93	2,411.35	730.42	5,343.75
MAINTENANCE EXPENSES							
6530-0200 - Security Services	0.00	0.00	0.00	1,419.64	600.00	(819.64)	1,400.00
6536-0000 - Ground supplies & Equipment Repairs	0.00	0.00	0.00	0.00	200.00	200.00	200.00
6537-0000 - Grounds Contractor (Landscaper)	1,566.56	1,556.00	(10.56)	4,700.16	6,224.00	1,523.84	15,560.00
6541-0000 - Repair & Maintenance Supplies	840.48	825.00	(15.48)	3,130.39	4,950.00	1,819.61	10,000.00
6546-0000 - Heating/Cooling/Boiler Contract Repair & Supplies	0.00	666.67	666.67	1,213.31	4,000.02	2,786.71	8,000.04
6548-0000 - Snow removal	0.00	0.00	0.00	6,987.30	6,988.00	0.70	27,952.00
6560-0000 - Decorating (Tenant Pntg-Cycle/Turnover by Contractor)	0.00	0.00	0.00	4,500.00	2,250.00	(2,250.00)	4,500.00
6563-0000 - Window Covering	0.00	0.00	0.00	378.47	0.00	(378.47)	0.00
6582-0000 - Fire Protection & Fire Equipment	0.00	0.00	0.00	2,608.14	5,260.00	2,651.86	8,200.00
6595-0000 - Plumbing Repairs	0.00	856.00	856.00	1,421.00	5,136.00	3,715.00	10,272.00
6598-0000 - Roof Repairs	0.00	500.00	500.00	0.00	500.00	500.00	4,000.00
TOTAL MAINTENANCE EXPENSES	2,407.04	4,403.67	1,996.63	26,358.41	36,108.02	9,749.61	90,084.04
TAXES AND INSURANCE							
6720-0000 - Property and liability insurance	3,424.90	4,206.59	781.69	20,549.40	25,239.54	4,690.14	52,299.83
TOTAL TAXES AND INSURANCE	3,424.90	4,206.59	781.69	20,549.40	25,239.54	4,690.14	52,299.83
TOTAL OPERATING EXPENSES	14,485.11	19,929.84	5,444.73	122,859.91	147,552.41	24,692.50	289,076.62
NET OPERATING INCOME (LOSS)	15,083.98	9,578.16	5,505.82	62,144.57	33,760.59	28,383.98	76,540.38
FINANCIAL EXPENSES							
6820-0000 - Mortgage interest	1,066.23	1,066.00	(0.23)	6,455.61	6,456.00	0.39	12,770.00
6850-0000 - Mortgage Service Fee	105.63	115.00	9.37	647.70	690.00	42.30	1,380.00
TOTAL FINANCIAL EXPENSES	1,171.86	1,181.00	9.14	7,103.31	7,146.00	42.69	14,150.00

RAVINIA HOUSING

Actual vs Budget Accrual Operating Statement

	Month Ending 06/30/26			Year To Date 06/30/26			Year Ending 12/31/26
	Actual	Budget	Variance	Actual	Budget	Variance	Annual Budget
NET OPER INC/(LOSS) BEFORE CAP. EXP.	13,912.12	8,397.16	5,514.96	55,041.26	26,614.59	28,426.67	62,390.38
Partnership Income							
8005-0000 - Mortgagor Entity Income	938.84	0.00	938.84	966.83	0.00	966.83	0.00
Total Partnership Activity	938.84	(0.00)	938.84	966.83	(0.00)	966.83	(0.00)
NET INCOME (LOSS)	14,850.96	8,397.16	6,453.80	56,008.09	26,614.59	29,393.50	62,390.38
Cash Flow - Financing Activities							
7104-0000 - Replacement Reserve	1,828.79	1,761.00	(67.79)	10,905.30	10,566.00	(339.30)	21,132.00
7108-0000 - Mortgage Payable (long term)	1,040.21	1,040.00	(0.21)	6,183.24	6,183.00	(0.24)	12,507.00
Total Cash Flow - Financing Activities	2,869.00	2,801.00	(68.00)	17,088.54	16,749.00	(339.54)	33,639.00
CAPITAL EXPENDITURES & ESCROWS							
7105-0000 - Replacement Reserve Reimbursement	0.00	0.00	0.00	0.00	(10,000.00)	(10,000.00)	(10,000.00)
6991-0000 - Capital expenditures	0.00	0.00	0.00	6,195.00	0.00	(6,195.00)	0.00
6991-0005 - Bath - Rehab	0.00	6,000.00	6,000.00	0.00	6,000.00	6,000.00	6,000.00
6991-0016 - Concrete Repairs	0.00	6,000.00	6,000.00	0.00	6,000.00	6,000.00	6,000.00
6991-0018 - Entry/Exterior Door Replacement	0.00	0.00	0.00	3,274.16	0.00	(3,274.16)	0.00
6993-0001 - Appliances	715.33	2,000.00	1,284.67	2,063.06	2,000.00	(63.06)	2,000.00
6993-0002 - Water Heaters	0.00	0.00	0.00	0.00	2,600.00	2,600.00	2,600.00
6994-0000 - Carpet & tile	0.00	5,000.00	5,000.00	4,574.70	5,000.00	425.30	10,000.00
TOTAL CAPITAL EXPENDITURES & ESCROWS	715.33	19,000.00	18,284.67	16,106.92	11,600.00	(4,506.92)	16,600.00
GAIN/(LOSS) AFTER CAPITAL EXP. & ESCROWS	11,266.63	(13,403.84)	24,670.47	22,812.63	(1,734.41)	24,547.04	12,151.38
Debt Service Coverage Ratio	3.83	2.48	1.35	2.64	1.45	1.19	1.65

Highland Park Housing Commission - Cash Fund Balance as of 06/2026

			Frank B. Peers Capital Improvements Up-Date June 2026							
Task			Date for Bids	Date for Work	Estimated \$ Use of Operating	Estimated \$ Use of Reserves	Comments	\$ Actual Cost		Replacment Reserve Request Date
	Pipe Replacement 1st installment		Jan-26			\$ 13,250.00				
	Appliances		Jan-26			\$ 1,730.00				
	Floor Replacements 311 and 315		Jan-26			\$ 2,771.00				
	Floor Replacement 208		Mar-26			\$ 725.00				
	Tub Replacement Deposit and Payment 211		Apr-26			\$ 6,000.00				
	AC Replacement		May-26			\$ 668.38				
	Refrigerator Replacement		Jun-26			\$ 657.00				
	Tub Replacement Deposit 307		Jun-26			\$ 3,000.00				
	Total				\$ -	\$ 28,801.38				
	Reserves 2021 Cash Flow									
Jun-26	\$ 245,626.47									
2026 Remaining Escrow Deposit	\$ 12,000.00									
Expected Use of Reserves \$ in 2026	\$ -									
Balance expected at end of 2026	\$ 257,626.47									
IHDA Minimum @\$1500/unit	\$ 102,000.00									

			Ravinia Capital Improvements Up-Date June 2026						
Task			Date for Work	Planned \$ Use of R&R	\$ Use of Construction	Planned \$ Use of Operating	Comments	Date Complete	\$ Actual Complete Operations
	Appliance Replacement		Feb-26			\$ 657.40			
	Pleasant 747 Refrigerator Replacement		Mar-26			\$ 690.33			
	Fire Panel Replacement/Repair		Apr-26			\$ 6,195.00			
	2755 Door Replacement		May-26			\$ 3,274.16			
	2755 Flooring Replacement		May-26			\$ 4,574.70			
	Totals			\$ -		\$ 15,391.59			
	<u>Reserves Cash Flow</u>								
Jun-25	\$ 41,039.95								
2026 Remaining Escrow Deposit	\$ 10,972.74								
Expected Use of Reserves \$ in 2026									
Balance expected at end of 2026	\$ 52,012.69								
IHDA Minimum @\$1500/unit	\$ 25,500.00								

SWA 2 Rental
Balance Sheet
June 30, 2026

ASSETS

Current Assets		
FBHP Checking x3530	\$	115,999.00
FBHP Sec Dep Savings x0207		2,284.20
Prepaid Insurance		1,080.00
Accounts Receivable		<u>(2,200.00)</u>
Total Current Assets		117,163.20
Property and Equipment		
Furniture and Fixtures		3,041.60
Building Unit 231		135,000.32
Building Unit 319		134,999.62
Accum Dep Building		<u>(83,685.86)</u>
Total Property and Equipment		189,355.68
Other Assets		<u> </u>
Total Other Assets		<u>0.00</u>
Total Assets	\$	<u><u>306,518.88</u></u>

LIABILITIES AND CAPITAL

Current Liabilities		
Security Deposits	\$	<u>1,358.94</u>
Total Current Liabilities		1,358.94
Long-Term Liabilities		<u> </u>
Total Long-Term Liabilities		<u>0.00</u>
Total Liabilities		1,358.94
Capital		
Beginning Balance Equity		246,832.40
Equity-Retained Earnings		54,072.08
Net Income		<u>4,255.46</u>
Total Capital		<u>305,159.94</u>
Total Liabilities & Capital	\$	<u><u>306,518.88</u></u>

SWA 2 Rental
Income Statement
Compared with Budget
For the Six Months Ending June 30, 2026

	Current Month Actual	Current Month Budget	Current Month Variance	Year to Date Actual	Year to Date Budget	Year to Date Variance
Revenues						
Rents	\$ 2,300.00	\$ 2,300.00	0.00	\$ 13,800.00	\$ 13,800.00	0.00
Interest Income	0.70	0.00	0.70	3.96	0.00	3.96
Vacancy	0.00	(115.00)	115.00	0.00	(690.00)	690.00
Total Revenues	2,300.70	2,185.00	115.70	13,803.96	13,110.00	693.96
Cost of Sales						
Total Cost of Sales	0.00	0.00	0.00	0.00	0.00	0.00
Gross Profit	2,300.70	2,185.00	115.70	13,803.96	13,110.00	693.96
Expenses						
Office Supplies	0.00	25.00	(25.00)	0.00	150.00	(150.00)
Management Fee	149.50	142.00	7.50	1,189.50	852.00	337.50
Audit Expense	0.00	125.00	(125.00)	2,057.14	750.00	1,307.14
Software/Data Processing	7.06	5.00	2.06	35.30	30.00	5.30
Painting & Decorating	0.00	125.00	(125.00)	0.00	750.00	(750.00)
Appliance Repairs/replace	0.00	25.00	(25.00)	0.00	150.00	(150.00)
Supplies	0.00	8.00	(8.00)	0.00	48.00	(48.00)
Maintenance	0.00	42.00	(42.00)	0.00	252.00	(252.00)
Condo Asst Rental Units	0.00	819.00	(819.00)	5,979.76	4,914.00	1,065.76
Cable TV	0.00	133.00	(133.00)	283.72	798.00	(514.28)
Real Estate tax expense	3.08	0.00	3.08	3.08	0.00	3.08
Bldg Insurance	0.00	42.00	(42.00)	0.00	252.00	(252.00)
Total Expenses	159.64	1,491.00	(1,331.36)	9,548.50	8,946.00	602.50
Net Income	\$ 2,141.06	\$ 694.00	1,447.06	\$ 4,255.46	\$ 4,164.00	91.46

SWA 2 Rental
Statement of Cash Flow
For the six Months Ended June 30, 2026

	Current Month	Year to Date
Cash Flows from operating activities		
Net Income	\$ 2,141.06	\$ 4,255.46
Adjustments to reconcile net income to net cash provided by operating activities		
Accounts Receivable	0.00	1,100.00
Accounts Payable	(149.50)	(1,030.62)
	<u>(149.50)</u>	<u>69.38</u>
Total Adjustments	<u>(149.50)</u>	<u>69.38</u>
Net Cash provided by Operations	<u>1,991.56</u>	<u>4,324.84</u>
Cash Flows from investing activities		
Used For		
	<u>0.00</u>	<u>0.00</u>
Net cash used in investing	<u>0.00</u>	<u>0.00</u>
Cash Flows from financing activities		
Proceeds From		
Used For		
	<u>0.00</u>	<u>0.00</u>
Net cash used in financing	<u>0.00</u>	<u>0.00</u>
Net increase <decrease> in cash	<u>\$ 1,991.56</u>	<u>\$ 4,324.84</u>
Summary		
Cash Balance at End of Period	\$ 118,283.20	\$ 118,283.20
Cash Balance at Beg of Period	(116,291.64)	(113,958.36)
	<u>(116,291.64)</u>	<u>(113,958.36)</u>
Net Increase <Decrease> in Cash	<u>\$ 1,991.56</u>	<u>\$ 4,324.84</u>

SWA 2 Rental
Account Register
For the Period From Jun 1, 2026 to Jun 30, 2026
1103M14 - FBHP Checking x3530

Filter Criteria includes: Report order is by Date.

Date	Trans No	Type	Trans Desc	Deposit Amt	Withdrawal Amt	Balance
			Beginning Balance			114,008.14
6/1/26	1500	Withdrawal	Housing Opportunity Developmen		149.50	113,858.64
6/2/26	Aotopay 06-26	Withdrawal	Lake County Collector		3.08	113,855.56
6/3/26	RP ACH 6.3.26	Deposit	Rent	1,200.00		115,055.56
6/16/26	Autopay 06-26	Withdrawal	Real Page, Inc.		7.06	115,048.50
6/18/26	DEP 6.18.26	Deposit	Rent	1,100.00		116,148.50
6/30/26	1499	Withdrawal	Housing Opportunity Developmen		149.50	115,999.00
			Total	2,300.00	309.14	

Sunset Woods Housing 12
Balance Sheet
June 30, 2026

ASSETS

Current Assets		
Assn FBHP Checking	\$	10,377.00
FBHP General Checking X3522		25,925.43
FBHP Sec Dep. Savings x5723		10,974.94
Assn FBHP Savings		109,626.00
FBHP Savings x5731		9,526.46
Tax Reserve		1.66
Accounts Receivable		<u>(2,291.50)</u>
Total Current Assets		164,139.99
Property and Equipment		
Building		1,552,988.40
Building Improvements		20,532.96
Appliances		422.64
Accum Dep Furn & Fixtures		(399.37)
Accum Dep Equipment		(403.85)
Accum Dep Building		(869,413.47)
Debt issuance costs - accum am		(2,582.00)
Debt issuance costs		<u>4,842.00</u>
Total Property and Equipment		705,987.31
Other Assets		<u> </u>
Total Other Assets		<u>0.00</u>
Total Assets	\$	<u><u>870,127.30</u></u>

LIABILITIES AND CAPITAL

Current Liabilities		
Accounts Payable	\$	3,092.33
Security Deposits		<u>10,051.00</u>
Total Current Liabilities		13,143.33
Long-Term Liabilities		
Notes Payable, Lake Co		116,760.18
Notes Payable, FBHP		(47,468.10)
Current Portion of FBHP Mortga		359,388.00
Current Portion of IHDA Mortga		1,200.00
Notes Payable, IHDA		<u>205,062.60</u>
Total Long-Term Liabilities		<u>634,942.68</u>
Total Liabilities		648,086.01
Capital		
Beginning Balance Equity		(85,000.00)
Equity-Retained Earnings		299,166.44
Net Income		<u>7,874.85</u>
Total Capital		<u>222,041.29</u>
Total Liabilities & Capital	\$	<u><u>870,127.30</u></u>

Sunset Woods Housing 12
Income Statement
Compared with Budget
For the Six Months Ending June 30, 2026

	Current Month Actual	Current Month Budget	Current Month Variance	Year to Date Actual	Year to Date Budget	Year to Date Variance
Revenues						
Rents	\$ 8,666.00	\$ 8,414.00	252.00	\$ 51,968.00	\$ 50,484.00	1,484.00
Subsidy Income	1,544.00	1,796.00	(252.00)	9,351.00	10,776.00	(1,425.00)
Interest Income	5.23	0.00	5.23	30.63	0.00	30.63
Vacancy	0.00	(511.00)	511.00	0.00	(3,066.00)	3,066.00
Total Revenues	10,215.23	9,699.00	516.23	61,349.63	58,194.00	3,155.63
Cost of Sales						
Total Cost of Sales	0.00	0.00	0.00	0.00	0.00	0.00
Gross Profit	10,215.23	9,699.00	516.23	61,349.63	58,194.00	3,155.63
Expenses						
Office Supplies	5.44	25.00	(19.56)	63.11	150.00	(86.89)
Management Fee	663.68	630.00	33.68	3,230.87	3,780.00	(549.13)
Audit Expense	0.00	667.00	(667.00)	12,342.86	4,002.00	8,340.86
Exterminating	0.00	75.00	(75.00)	0.00	450.00	(450.00)
Credit Ck Fees	0.00	4.00	(4.00)	0.00	24.00	(24.00)
Government Fees	0.00	96.00	(96.00)	0.00	576.00	(576.00)
Software/Data Processing	0.00	32.00	(32.00)	211.70	192.00	19.70
Carpet Cleaning	0.00	83.00	(83.00)	0.00	498.00	(498.00)
Heating & Air	115.00	42.00	73.00	115.00	252.00	(137.00)
Electrical & Plumbing Maint	0.00	42.00	(42.00)	0.00	252.00	(252.00)
Painting & Decorating	0.00	108.00	(108.00)	0.00	648.00	(648.00)
Appliance Repairs/Replace	1,087.09	83.00	1,004.09	1,597.09	498.00	1,099.09
Supplies	0.00	125.00	(125.00)	22.48	750.00	(727.52)
Maintenance	0.00	167.00	(167.00)	17.99	1,002.00	(984.01)
Condo Assessment Rental Units	0.00	3,356.00	(3,356.00)	25,666.20	20,136.00	5,530.20
Cable TV	0.00	800.00	(800.00)	851.16	4,800.00	(3,948.84)
Real Estate tax expense	0.00	3.00	(3.00)	463.33	18.00	445.33
Loan Interest	1,425.26	2,349.00	(923.74)	8,437.99	14,094.00	(5,656.01)
Professional Services	0.00	0.00	0.00	455.00	0.00	455.00
Bldg Insurance	0.00	250.00	(250.00)	0.00	1,500.00	(1,500.00)
Total Expenses	3,296.47	8,937.00	(5,640.53)	53,474.78	53,622.00	(147.22)
Net Income	\$ 6,918.76	\$ 762.00	6,156.76	\$ 7,874.85	4,572.00	3,302.85

Sunset Woods Housing 12
Statement of Cash Flow
For the six Months Ended June 30, 2026

	Current Month	Year to Date
Cash Flows from operating activities		
Net Income	\$ 6,918.76	\$ 7,874.85
Adjustments to reconcile net income to net cash provided by operating activities		
Tax Reserve	(2.23)	(13.38)
Accounts Receivable	(94.00)	1,065.50
Subsidy Accounts Receivable	0.00	(59.00)
Accounts Payable	(855.71)	(8,605.48)
Accrued Management Fee	0.00	(887.15)
Accrued Expenses	0.00	5,244.36
	<u>(951.94)</u>	<u>(3,255.15)</u>
Total Adjustments		
Net Cash provided by Operations	<u>5,966.82</u>	<u>4,619.70</u>
Cash Flows from investing activities		
Used For		
Net cash used in investing	<u>0.00</u>	<u>0.00</u>
Cash Flows from financing activities		
Proceeds From		
Used For		
Notes Payable, FBHP	(1,026.51)	(8,726.63)
Notes Payable, IHDA	(100.00)	(500.00)
	<u>(1,126.51)</u>	<u>(9,226.63)</u>
Net cash used in financing		
Net increase <decrease> in cash	<u>\$ 4,840.31</u>	<u>(\$ 4,606.93)</u>
Summary		
Cash Balance at End of Period	\$ 166,429.83	\$ 166,429.83
Cash Balance at Beg of Period	(161,589.52)	(171,036.76)
Net Increase <Decrease> in Cash	<u>\$ 4,840.31</u>	<u>(\$ 4,606.93)</u>

Sunset Woods Housing 12
Account Register
For the Period From Jun 1, 2026 to Jun 30, 2026
1103M13 - FBHP General Checking X3522

Filter Criteria includes: Report order is by Date.

Date	Trans No	Type	Trans Desc	Deposit Amt	Withdrawal Amt	Balance
			Beginning Balance			21,090.35
6/1/26	2297	Withdrawal	Housing Opportunity Dev. Corp.		669.12	20,421.23
6/1/26	Autopay 2606	Withdrawal	Illinois Housing Development A		100.00	20,321.23
6/1/26	HAP 6.1.26	Deposit	Subsidy	1,544.00		21,865.23
6/1/26	RP CC 6.1.26	Deposit	Rent	1,356.00		23,221.23
6/3/26	2292	Withdrawal	Allied Air Conditioning and He		115.00	23,106.23
6/3/26	2293	Withdrawal	Ravinia Plumbing, Heating & El		1,087.09	22,019.14
6/5/26	RP ACH 6.5.26	Deposit	Rent	680.00		22,699.14
6/9/26	DEP 6.9.26	Deposit	Rent	5,377.00		28,076.14
6/16/26	Autopay 2606	Withdrawal	Real Page, Inc.		42.34	28,033.80
6/25/26	RP ACH 6.25.26	Deposit	Rent	910.00		28,943.80
6/26/26	Autopay 2606	Withdrawal	First Bank Chicago		2,454.00	26,489.80
6/29/26	DEP 6.29.26	Deposit	Rent	750.00		27,239.80
6/30/26	2298	Withdrawal	Housing Opportunity Dev. Corp.		813.37	26,426.43
6/30/26	2299	Withdrawal	LCHA c/o HODC		95.00	26,331.43
6/30/26	2300	Withdrawal	Friends of Builders of Skills,		406.00	25,925.43
			Total	10,617.00	5,781.92	

HOUSING TRUST FUND

Schedule of Changes in Fund Balance

	Actual Through June 2026	Estimated Jul - Dec 2026	Total ³ 2026 Budget
Beginning Fund Balance (Audited)	1,933,509	1,590,597	1,590,597
Demolition Tax	45,000	35,000	80,000
Demolition Permits	55,964	(43,964)	12,000
Reimbursements and Grants	-	-	-
Interest Revenue	32,605	51,095	83,700
Contributions/Donations/Transfers ⁴	-	-	-
Payment in lieu of Affordable Housing ¹	74,160	333,720	407,880
Proceeds of Ceding Volume Cap	-	-	-
Total Revenue	207,729	375,851	583,580
Contractual Services (Obligations) ²	527,750	566,100	1,093,850
Employment Expenses	6,110	6,485	12,595
Salaries	16,781	19,577	36,358
Personnel Expenditures	22,891	26,062	48,953
Total Expenditures	550,641	592,162	1,142,803
Ending Fund Balance	1,590,597	1,374,286	1,031,374
Fund Balance at 150% target		1,714,205	1,714,205
Fund Balance less Obligations and Target		(339,918)	(682,830)

Notes:

1. Anticipated Revenue:

2026 Payment in lieu	407,880
2026 Demolition Tax	300,000
2026 Demolition Permits	15,000
Total	<u>722,880</u>

2. Obligations:

Scattered Site Grant Budgeted for 2026	1,175,000
Operating Grant Budgeted for 2026	111,000
Temporary Housing Assistance	10,000
Total	<u>1,296,000</u>

3. Adopted Budget

Housing Trust Fund
Balance Sheet and Schedule of Revenues, Expenditures, and Changes in Fund Balance Per City General Ledger

	Adopted Annual 2026	Estimated															Actual									
	Annual 2026	Jul - Dec 2026	Jun YTD 2026	2025	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008	2007	2006	2005	2004	2003
Balance Sheet																										
Cash & Investments	1,031,374	1,374,286	1,590,597	1,933,509	1,968,422	1,908,458	1,634,854	2,386,240	1,522,923	1,329,104	709,596	555,762	634,659	808,800	866,008	834,576	1,001,264	1,091,569	1,254,767	1,282,048	1,517,934	1,873,748	245,714	1,148,435	704,498	229,405
Accounts Receivable													250,000									(10,500)				
Due from Other Funds																							1,700,000			
Other Assets																				(169)		378	539			
Total Assets	1,031,374	1,374,286	1,590,597	1,933,509	1,968,422	1,908,458	1,634,854	2,386,240	1,522,923	1,329,104	709,596	555,762	884,659	808,800	866,008	834,576	1,001,264	1,091,569	1,254,767	1,281,879	1,517,934	1,863,625	1,946,254	1,148,435	704,498	229,405
Accounts Payable										67,500											1,000					
Accrued Salaries Payable											1,011		1,009	627	789	720	175	308	233		395	596	218			
Refundable Deposits														61,000												
Total Liabilities	-	-				-	-	-	-	67,500	1,011	-	1,009	61,627	789	720	175	308	233	-	1,395	596	218	-	-	-
Fund Balance Actual	1,031,374	1,374,286	1,590,597	1,933,509	1,968,422	1,908,458	1,634,854	2,386,240	1,522,923	1,261,604	708,584	555,762	883,651	747,173	865,220	833,856	1,001,088	1,091,261	1,254,534	1,281,879	1,516,540	1,863,029	1,946,036	1,148,435	704,498	229,405
Fund Balance Reported¹	N/A	N/A	1,590,597	1,933,509	TRUE	1,908,458	1,634,854	2,445,490	1,522,923	1,262,614	709,595	556,762	884,658	808,800	866,008	833,856	1,001,088	1,091,261	1,254,535	1,281,879	1,516,539	1,863,030	1,946,036	1,148,435	704,498	229,405
Actual Over/(Under) Rptd³	N/A	N/A				-	-	(59,250)	-	(1,010)	(1,011)	(1,000)	(1,007)	(61,627)	(788)	0	0	(0)	(1)	(0)	1	(1)	(0)	0	0	-
Changes in Fund Balance																										
Revenues⁴	583,580	375,851	207,729	465,611	324,094	471,340	644,681	1,179,417	485,162	749,266	260,096	240,152	458,750	453,650	365,518	170,586	129,890	60,828	107,181	265,857	584,267	1,557,629	942,598	798,678	645,094	229,405
Expenditures⁵	1,142,803	592,162	550,641	500,523	307,256	197,735	1,396,067	316,100	223,842	196,246	107,273	568,041	322,273	571,697	334,155	337,818	220,063	224,101	134,526	500,518	930,757	1,640,635	144,997	354,742	170,000	
Change in Fund Balance	(559,223)	(216,311)	(342,912)	(34,912)	16,838	273,605	(751,386)	863,317	261,319	553,019	152,822	(327,889)	136,478	(118,047)	31,363	(167,232)	(90,172)	(163,273)	(27,344)	(234,661)	(346,489)	(83,007)	797,600	443,937	475,094	229,405
Beginning Fund Balance (Audited)	1,590,597	1,590,597	1,933,509	1,968,422	1,951,583	1,634,854	2,386,240	1,522,923	1,261,604	708,584	555,762	883,651	747,173	865,220	833,856	1,001,088	1,091,261	1,254,534	1,281,879	1,516,540	1,863,029	1,946,036	1,148,435	704,498	229,405	-
Ending Fund Balance	1,031,374	1,374,286	1,590,597	1,933,509	1,968,422	1,908,458	1,634,854	2,386,240	1,522,923	1,261,604	708,584	555,762	883,651	747,173	865,220	833,856	1,001,088	1,091,261	1,254,534	1,281,879	1,516,540	1,863,029	1,946,036	1,148,435	704,498	229,405
Due to Others² per City Accounts																										
Due to Others² per City Accounts	-	-	-	-		-		-	-	229,405	229,405	229,405	229,405	229,405	229,405	229,405	229,405	229,405	229,405	229,405	229,405	229,405	229,405	229,405	229,405	229,405
Fund Balance per City Accounts	1,031,374	1,374,286	1,590,597	1,933,509	1,968,422	1,908,458	1,634,854	2,386,240	1,522,923	1,032,199	479,180	326,357	654,246	517,768	635,815	604,452	771,684	861,856	1,025,130	1,052,474	1,287,135	1,633,624	1,716,631	919,031	475,094	-
Fund Balance Actual	1,031,374	1,374,286	1,590,597	1,933,509	1,968,422	1,908,458	1,634,854	2,386,240	1,522,923	1,261,604	708,584	555,762	883,651	747,173	865,220	833,856	1,001,088	1,091,261	1,254,534	1,281,879	1,516,540	1,863,029	1,946,036	1,148,435	704,498	229,405

Notes:

1. Reported to the Housing Commission.

2. Equals the 2003 Fund Balance which was incorrectly recorded in 2003 to the account Due to Others. Since there were no expenditures in 2003, it is equal to 100% of 2003 Demolition Tax Revenue recorded to HTF in 2003.

3. Reporting errors.

4. Anticipated Revenue:

2026 Payment in lieu	407,880
2026 Demolition Tax	300,000
2026 Demolition Permits	15,000
Total	<u>722,880</u>

5. Obligations:

Scattered Site Grant Budgeted for 2026	1,175,000
Operating Grant Budgeted for 2026	111,000
Temporary Housing Assistance	10,000
Total	<u><u>1,296,000</u></u>

Date: August 5, 2026
To: Housing Commission
From: Zubin Coleman, Senior Planner
Subject: Peers Housing Association MMA Account #4382

Background

The Peers Housing Association (PHA) has several banking accounts. One of which (account #4382) is a Money Market Account (MMA) that accrues 0.2% interest. The Housing Commission (“Commission”) requested Staff to look into reinvestment options for this account to yield higher interest

At the [July 1st, 2026 HC meeting](#), the Commission voted to auto-renew Peers account #6619 into another 6-month Certificate of Deposit (CD)¹ to take advantage of a higher yielding interest rate². The 6-month CD is set to mature January 7th, 2027. The same account (#6619) was only yielding 0.5% interest before the Commission voted to transfer those account funds into a 6-month CD yielding 3.15% at their [January 7th, 2026 HC meeting](#). Account# 6619 has yielded \$6,982.49 of interest between January 2026 and July 2026.

During the Commission’s deliberation at the July meeting, a question was raised why Peers Savings Maxsafe Money Market Account (MMA) account #4382 was only yielding 0.2% interest. Staff informed them that the MMAs³ was originated years ago for liquidity purposes. Similarly to Peers account #6619 and Ravinia account #4182⁴, the Commission has prioritized in yielding higher interest for the housing association entity fund accounts. Staff informed the Commission that they’d find interest rate options for Peers account #4382 so that it begins yielding interest sooner rather than later.

The list of Housing Association entity accounts are seen below.

Peers & Ravinia Housing Association Accounts as of July 30, 2026

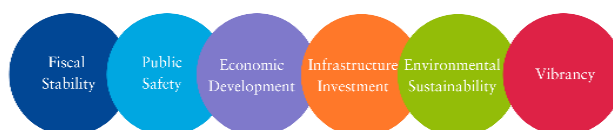
Housing Assoc.	Account Type	Account #	Balance	Interest
Peers	Checking	1321	\$14,819.86	0%

¹ CDs are FDIC insured and set up with a fixed interest rate and a penalty fee for any withdrawals prior to account maturity. CD’s are not as liquid as MMA’s but are useful for long-term savings.

² Account #6619 was set to mature on January 7, 2026 with a ten-day grace period to act on the account before auto-renewal with the same 0.5% interest rate.

³ MMAs are mutual funds that are generally short-term investments and have variable rates. There is no penalty fee for withdrawals and are generally more liquid accounts, which are useful for immediate needs and expenses.

⁴ At the [March 4, 2026](#) meeting, the Commission voted to move the account into a 23-month CD yielding 3.2% interest



Peers	Savings CD	6619	\$530,878.22	3.15%
Peers	Savings MaxSafe MMA	4382	\$556,192.06	0.2%
Ravinia	Checking	1291	\$1,000	0%
Ravinia	Savings CD	4182	\$177,036.23	3.2%

One thing to note about Peers account #4382 is the series of expense obligations expected to occur for the ongoing Peers pipe replacement project. As discussed at the [July 1st, 2026 HC meeting](#), a pipe located beneath the ground floor in the west wing of Peers requires replacement – the approx. four-week project repairs will begin in September or October of this year. Due to the location of the pipe and the electrical conduits, in total, the plumbing, electrical, and excavation floor repairs alone are estimated to cost \$100,000. That amount can, and will, be paid out of the Peers Replacement Reserve account with reimbursement by the Department of Housing & Urban Development (HUD). ERES will handle these payments.

The other repairs (highlighted shown below) are not eligible for reimbursement through replacement reserve and must be paid by the Peers Housing Association entity fund accounts⁵. Account#4382 will be the account used for payment for the remainder of the highlighted items below; totaling \$38,250 with a potential added cost of \$54,000 (possible relocation expenses depending on project repair) tallying up to possibly \$92,250 for City-obligated costs.

Cost Breakdown:

Highland Park Project	Total	Potential Additions	Money Down To Date	Notes
Electrical, Sewer Pipe and floor cut	\$ 90,000.00		\$ 13,250.00	
Floor Repair	\$ 10,000.00			
Allowance for wall repair and painting	\$ 5,000.00			
Hospitality/Refreshments	\$ 7,500.00			food/snacks/entertainment for residents out of the unit during the work day
Allowance for Ramp/barricade	\$ 5,000.00			This has been added to the scope and cost at the recommendation of City inspectors for safety reasons.
Relocation of 7 units	\$ 15,750.00			Based on \$75/night. Anticipates relocation of first floor units but all other units being able to return to their units at the end of each work day
Relocation of additional 24 units		\$54,000		This is listed in the event that power is unable to be restored to units above the first floor at the end of each day. This could occur, if needed, with each unit total \$2,250/month for relocation.
Resident incentive for staying with friends and family	\$ 5,000.00			Allowance of \$150/resident/week who elects to stay with family/friends in lieu of hotel
Total	\$138,250.00	\$ 54,000.00		

Costs for the electrical, pipe, plumbing and floor repairs can likely be reimbursed from the replacement reserve account. Relocation expenses, hospitality related expenses, minor painting and patching, as well as temporary structures are not anticipated to be Replacement Reserve eligible.

Thus, account #4382 needs to keep a minimum of \$92,250 liquid for Peers pipe repairs expenses identified above. Therefore, Staff suggests that another \$25,000 be set aside in

⁵ Technically, Peers Checking account #1321 will be used to pay for the ongoing Peers pipe replacement expenses. All Peers entity accounts have the capability to transfer funds in and out from checking account #1321, as it is best practice to track all entity fund payments through checking account transactions.

addition to the \$92,250. The extra \$25,000 cushion can cover any unexpected costs that may arise as the project unfolds. No additional expenses are expected at this time, but it's good practice to prepare for the unexpected. In total, \$117,250 from account #4382 should not be considered as part of the refinancing options. The remaining \$438,942.06 is still under consideration for refinancing options tonight before the Commission tonight.

Unlike Staff's recommendations for refinancing other Housing Association entity accounts in 2026, Staff recommends refinancing for a MMA instead of a CD in this instance. CD's have been the Commission's focus this year since they typically offer higher interest-yielding options. However, Peers already has an existing 6-month CD that's generated interest at a 3.15% rate. The Commission will consider refinancing options for that CD when it matures January 2027, which will align with the goal of prepping for the 5-year Capital Improvement Plan (CIP); Peers will need access to funds for their roof replacement and other capital repairs occurring in 2027-28.

Between the need for liquidity in 2027 and the benefit of accruing higher interest, Staff is recommending a Premium Bank MMA⁶ with Highland Park Bank & Trust (HPBT), as opposed to a CD. Currently, the best Premium Bank MMA option eligible for this account's balance is the '\$250k - \$2,499,999.99' range with a 2.5% interest rate. This rate far exceeds the 0.2% rate currently assigned to Account #4382. If the Commission were to opt for a standard MaxSafe MMA, which provides complete FIDC insurance, then the \$438,942.06 balance could only take advantage of a 0.10% interest rate. All HPBT rates are listed in **Attachment A**. Having all Peers & Ravinia funds with HPBT is advantageous for the housing program and the City. Other City CD's and MMA's are with HPBT and the continuity and comfortability levels between the Bank and City are valued among all involved parties.

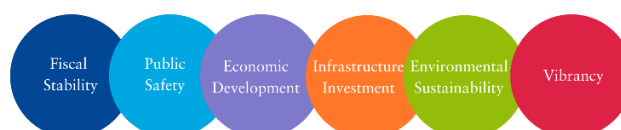
In summary, \$117,250 should remain in account #4382 to cover expenses for the Peers pipe replacement project that aren't eligible for replacement reserve reimbursement via ERES. The remaining \$438,942.06 should be refinanced into a new account – Staff recommends refinancing the remaining amount into a new Premium Bank MMA account that yields 2.5% interest. Staff recommends a MMA, as opposed to a CD, for future liquidity purposes. If approved, the new 2.5% interest MMA account will finance the 2027-28 CIP Peers roof replacement project, and other capital expenses.

Recommendation. Staff recommend the Commission direct staff to do the following:

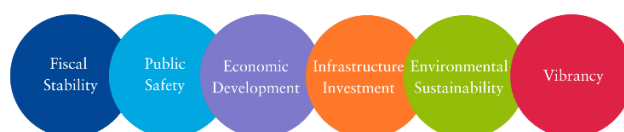
➤ **Regarding Peers Association Account #4382.**

- Maintain a balance of \$117,250 in Peers MMA #4382 to cover the expenses for the Peers pipe repair project set to occur in September or October.

⁶ Premium Bank MMA's are FIDC insured up to \$250k. MaxSafe MMA's are completely FIDC insured.



- Move the remaining \$438,942.06 into a new Premium Bank Money Market Account with an interest rate of 2.5%.



Attachment A

Below are interest rates for various MMA accounts as of July 30, 2026. “New Money” specials refer to new money coming into the bank. Existing or New Special refers to existing money already within the bank or additional “new” money an existing client is bringing to the bank.

Interest rates (as of July 30, 2026)

Not Maxsafe Bank Money Market with \$10K minimum balance

Premium Plus Money Market	Business
\$0-\$249,999.99	0.00%
\$250k-\$2,499,999.99	2.50%
\$2.5M-\$9,999,999.99	2.95%
\$10M+	3.00%

Maxsafe Business MMA currently

Annual percentage yield (APY)

\$0.00 - \$149,999.99: 0.05% APY;

\$150,000.00 - \$499,999.99: 0.10% APY;

\$500,000.00 - \$999,999.99: 0.15% APY;

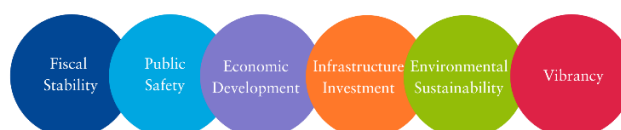
\$1,000,000.00 - \$999,999,999.00: 0.15% APY

Premium Bank Money Market, minimum balance \$250K

Premium Plus Money Market	Business
\$0-\$249,999.99	0.00%
\$250k-\$2,499,999.99	2.50%
\$2.5M-\$9,999,999.99	2.95%
\$10M+	3.00%

Maxsafe CD's

6 Month	3.15%
12 Month	2.95%
24 Month	2.90%



Line	Effective	Expiration	Locations	Policy Number	Carrier	Policy Description	Current Premium	Renewal Offer	Status of Quote	Terrorism	Percentage difference	Dollar difference
LIAC	8/9/2026	8/9/2027	Peers & Ravina	CSU0215106	Cincinnati	General Liability	\$26,639.00	\$27,978.00	Final quote includes taxes and fees on expiring and renewal	\$270.00	5%	\$1,339.00
PROC	8/9/2026	8/9/2027	Peers & Ravina	ATESP0291901	Republic Vangaud	Commercial Property	\$66,240.00	\$55,558.00	Final quote includes taxes and fees on expiring and renewal	\$2,458.00	-16%	(\$10,682.00)
UMBC	8/9/2026	8/9/2027	Peers & Ravina & Sunset Woods	IXG677262	Gen Starr	Excess Liability - 1st Layer Lead	\$31,515.90	\$35,582.00	Final quote includes taxes and fees on expiring and renewal	\$945.00	13%	\$4,066.10
D&OC	8/9/2026	8/9/2027	Peers & Ravina & Sunset Woods	MKLM3MMN000442	Markel	Directors & Officers Liability	\$4,475.00	\$4,499.00	Final quote includes taxes and fees on expiring and renewal	\$0.00	1%	\$24.00
UMBC	8/9/2026	8/9/2027	Peers & Ravina & Sunset Woods	CXS4007057	Scottsdae Insurance	Excess Liability - 2nd Layer 5M xs 5M	\$9,223.00	\$9,335.00	Final quote includes taxes and fees on expiring and renewal	\$432.00	1%	\$112.00
AUTC	8/9/2026	8/9/2027	Peers & Ravina	EBA0692168.	Cincinnati	Commercial Auto	\$587	\$587	Final quote includes taxes and fees on expiring and renewal	\$0.00	0%	\$0.00
Wind	8/9/2026	8/9/2027	Peers & Ravina	JEMWDBB00587-00	Underwriters at Lloyds	Wind & Hail Deductibe Buy Down	\$19,051	\$9,903	Final quote includes taxes and fees on expiring and renewal	\$0.00	-48%	(\$9,148.00)
PKGC	8/9/2026	8/9/2027	Sunset Woods	WS539347	Northfield	Property and General Liability - Sunset	\$4,496	\$5,150	Final quote includes taxes and fees on expiring and renewal	\$0.00	15%	\$654.00
Total							\$162,226.90	\$148,592.00		\$4,105.00	-8%	(\$13,634.90)

Highland Park Housing Association, Inc.

Insurance Proposal



Prepared by:
Lydia Calderon
Account Executive
T: (312) 759-4403
E: lydia.calderon@nfp.com

Effective Date: 8/9/2026 to 8/9/2027

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Team Chart

Lydia Calderon	Account Executive
Phone:(312) 759-4403 Fax: (312) 630-0833 Email: lydia.calderon@nfp.com	<i>Responsible for the day-to-day administrative insurance needs. Manages the execution of your Certificates of Insurance. Oversees quality control services by verifying your policies are accurate and in accordance with binders, endorsement requests etc.</i>



Executive Summary

We are pleased to present the renewal terms for Highland Park Housing Association, Inc.'s Property & Casualty insurance program effective August 9, 2026 through August 9, 2027. This proposal includes coverage solutions for Property, General Liability, Automobile, Excess Liability, Directors & Officers Liability, and Employment Practices Liability.

Despite continued challenges within the insurance marketplace, we were able to obtain competitive renewal terms while maintaining the overall structure of the current insurance program. Through our marketing efforts and negotiations with carriers, the proposed renewal results in an overall premium reduction of \$13,634.90 compared to the expiring program.

The proposal preserves the organization's core coverage protections while also addressing wind and hail exposure through the inclusion of an optional deductible buy-down solution. This option provides additional flexibility in managing potential out-of-pocket costs following a covered wind or hail loss.

Based on the coverage provided, carrier quality, and overall pricing, we recommend the program outlined in this proposal. We believe it offers a balanced combination of protection, stability, and value for the upcoming policy term.



Marketing Summary

Line of Business	Carrier	Status	Comments
Property	Republic Vanguard	Quoted	Presented in proposal
Property	WKFC – Quota Share	Indication	\$55,553 - \$5 less than Republic
General Liability	Cincinnati	Quoted	Presented in proposal
Directors & Officers	Markel	Quoted	Presented in Proposal
Excess Liability – 1 st Layer 5M	Gen Starr	Quoted	Presented in Proposal
Excess Layer 2 nd Layer	Scottsdale	Quoted	Presented in Proposal
Auto	Cincinnati	Quoted	Presented in Proposal
Wind & Hail Deductible Buy Down	Underwriters at Lloyds	Quoted	Presented in Proposal
Sunset Woods Package Policy	Northfield	Quoted	Presented in Proposal



Premium Summary

Policy Description	Current Premium	Renewal Offer	Terrorism	Percentage difference	Dollar difference
General Liability	\$26,639.00	\$27,978.00	\$270.00	5%	\$1,339.00
Commercial Property	\$66,240.00	\$55,558.00	\$2,458.00	-16%	(\$10,682.00)
Excess Liability - 1st Layer Lead	\$31,515.90	\$35,582.00	\$945.00	13%	\$4,066.10
Directors & Officers Liability	\$4,475.00	\$4,499.00	\$0.00	1%	\$24.00
Excess Liability - 2nd Layer 5M xs 5M	\$9,223.00	\$9,335.00	\$432.00	1%	\$112.00
Commercial Auto	\$587	\$587	\$0.00	0%	\$0.00
Wind & Hail Deductible Buy Down	\$19,051	\$9,903	\$0.00	-48%	(\$9,148.00)
Property and General Liability - Sunset	\$4,496	\$5,150	\$0.00	15%	\$654.00
Total	\$162,226.90	\$148,592.00	\$4,105.00	-8%	(\$13,634.90)

Minimum Earned Premium:

- Property - 25% Minimum Earned Premium
- General Liability - 25% Minimum Earned Premium
- Sunset Woods Package Policy - 25% Minimum Earned Premium



Named Insured

First Named Insured

Highland Park Housing Association, Inc.
Sunset Woods Association

Other Named Insured

Highland Park Housing
Peers Housing Association
Ravinia Housing Association

Important Notice – Rights of Named Insureds:

The First Named Insured is the only entity that may act on behalf of other insureds under the policy with respect to: the giving of notices of claims, giving and receiving notice of cancellation, receiving of any return premiums that may become due under the policy/policies; the receipt and acceptance of any endorsements issued to form a part of the policy, exercising or declining coverages offered during the year.

Please review the above Named Insureds carefully. Any entity not shown in this section may not be an insured entity. This may include affiliates, subsidiaries, LLC's, partnerships and joint ventures. Please contact us if you believe the information is inaccurate.



Location Schedule

Location #	Building #	Address
Highland Park Housing Association, Inc.		
1	1	400 Central Ave, Highland Park, IL 60035
2	1	735-743 Pleasant Ave, Highland Park, IL 60035
3	1	745-747 Pleasant Ave, Highland Park, IL 60035
4	1	755-763 Pleasant Ave, Highland Park, IL 60035
5	1	735-63 Pleasant Ave, Highland Park, IL 60035
6	1	2743 St. John's Ave, Highland Park, IL 60035
7	1	2745-53 St. John's Ave, Highland Park, IL 60035
8	1	2755 St. John's Ave, Highland Park, IL 60035
Sunset Woods Association		
1	1	891 Central Ave Units 103, 112, 203, 212, 214, 216, 231, 237, 303, 312, 314, 316, 319, and 337 Highland Park, IL 60035 (14 Buildings)

Only the locations shown above are included in this proposal. If any locations are not shown above and should be included for coverage, please notify us immediately.



Commercial Property

Commercial Property Coverage Detail

Carrier	Republic-Vanguard Insurance Company
A.M. Best Rating	A- (Excellent) - XV (Greater than or Equal to USD 2.00 Billion)
Admitted Status	Non-Admitted
Policy Period	8/9/2026 to 8/9/2027

Loc #	Subject	Limit	Deductible	Valuation*	Co-Insurance	Cause of Loss
All	Total Insured Value	\$21,832,693				
1-1	Building	\$14,326,159	\$10,000	Agreed Value/ Replacement Cost	100%	Special (Including theft)
1-1	Business Personal Property	\$28,627	\$10,000	Actual Cash Value	80%	Special (Including theft)
1-1	Rental Value Only	\$1,505,588	72 Hours	Actual Loss Sustained	100%	Special (Including theft)
2-1	Building	\$1,197,293	\$10,000	Agreed Value/ Replacement Cost	100%	Special (Including theft)
2-1	Rental Value Only	\$86,832	72 Hours	Actual Loss Sustained	100%	Special (Including theft)
3-1	Building	\$627,341	\$10,000	Agreed Value/ Replacement Cost	100%	Special (Including theft)
3-1	Rental Value Only	\$43,416	72 Hours	Actual Loss Sustained	100%	Special (Including theft)
4-1	Building	\$1,197,293	\$10,000	Agreed Value/ Replacement Cost	100%	Special (Including theft)
4-1	Rental Value Only	\$86,832	72 Hours	Actual Loss Sustained	100%	Special (Including theft)
5-1	Building	\$12,215	\$10,000	Agreed Value/ Replacement Cost	100%	Special (Including theft)
5-1	Business Personal Property	\$6,361	\$10,000	Actual Cash Value	80%	Special (Including theft)
6-1	Building	\$367,711	\$10,000	Agreed Value/ Replacement Cost	100%	Special (Including theft)
6-1	Rental Value Only	\$23,880	72 Hours	Actual Loss Sustained	80%	Special (Including theft)
7-1	Building	\$1,579,819	\$10,000	Agreed Value/ Replacement Cost	100%	Special (Including theft)
7-1	Rental Value Only	\$112,884	72 Hours	Actual Loss Sustained	100%	Special (Including theft)
8-1	Building	\$608,734	\$10,000	Agreed Value/ Replacement Cost	100%	Special (Including theft)
8-1	Rental Value Only	\$21,708	72 Hours	Actual Loss Sustained	100%	Special (Including theft)

*ACV applies to roof surfacing for roofs over 10 years old



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Business Income/Extra Expense – Limits should be calculated each year by using the Business Income and Extra Expense worksheet.

COINSURANCE* *If your policy has a Coinsurance provision, and you have not purchased a sufficient limit of insurance (equal to, or greater than the required percentage of the value of the insured building or business personal property), you may be subject to a penalty and may not receive the expected loss recovery. If you have not insured your property for the correct value, you will not recover the full amount of a loss even if you have higher limits available.*

Minimum Earned Premium: 25%

Additional Coverages	Limit
Equipment Breakdown	Included
Ordinance or Law	
Undamaged Parts	Included
Demolition Costs	10% of Building Limit
Increased Cost of Construction	10% of Building Limit
Water Damage Deductible	\$25,000
Wind/Hail Deductible	1% subject to Min of \$50,000

MARGIN CLAUSE* *If your policy has a Margin Clause, it typically states that the most the insured can collect for a loss at a given location is a specified percentage of the values reported for that location on the Statement of Values. This means you will only collect the amount you indicated in your Stated Value plus the margin clause percentage, even if you have higher limits available. This makes reporting the correct values of extreme importance, and failure to do so could leave you with uninsured losses. This is especially important if you have multiple locations with a blanket limit and “per location” limitation of liability provision. Please review your policy for your specific details.*

Endorsements, Limitations, Warranties and Exclusions Include but are not Limited to the Following:

- Commercial Policy Jacket IL-PJ-RVIC 1016
- Signature Page ILSIGDEC-H 0414
- Commercial Lines Policy Common Declarations DCESP001 1119
- Commercial Property Declarations DCESP002 1119
- Property Supplemental Declarations DCESP0050116
- Equipment Breakdown Coverage Endorsement Schedule 31-1221 0710
- Named Insured Schedule PGI CPP 004
- Mortgagee Schedule MortSched
- Schedule Of Forms DCESP0041115
- Policyholder Notice - Service of Process CPS33005 0118
- U.S. Treasury Department's Office of Foreign Assets Control ("OFAC")
- Advisory Notice to Policy Holders
- DCESP059 0419
- Heat Maintenance Condition DCESP0370116
- Minimum Earned Premium Endorsement DCESP023 1119
- Actual Cash Value for Roof Surfacing DCESP0280116
- Discharge from Sewer, Drain or Sump (Not Flood-Rated) CP10381012
- Limitations on Coverage for Roof Surfacing CP10361012
- Loss Payable Provisions CP12181012
- Multiple Deductible Form CP0320 0418
- Ordinance or Law Coverage - Sublimits (B, C and Combined) DCESP0420116



Endorsements, Limitations, Warranties and Exclusions Include but are not Limited to the Following:

- Windstorm or Hail Percentage Deductible DCESP0510116
- Actual Cash Value Definition DCESP0290116
- Exclusion of Certified Acts of Terrorism (Rejected) IL09530115
- Cyber Incident Exclusion CP10751220
- Existing Damage Exclusion Endorsement DCESP034 0520
- Exclusion of Loss Due to Virus or Bacteria CP01400706
- Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism IL0031 0106
- Building and Personal Property Coverage Form CP00101012
- Business Income (Without Extra Expense) Coverage Form CP00321012
- Equipment Breakdown Coverage 31-1220 0710
- Causes of Loss - Special Form CP1030 0917
- Common Policy Conditions IL00171198
- Commercial Property Conditions CP00900788
- Claim Reporting Info DN990035 11 23

All limits, deductibles, extensions, and exclusions are included only to illustrate pertinent points of coverage, or lack thereof, in the proposed insurance. Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations, and exclusions that will govern in the event of a loss.



Wind and Hail Deductible Buy

Wind and Hail Deductible Buy Down Coverage Detail

Carrier	Underwriters at Lloyd's of London
A.M. Best Rating	A+ (Superior) - XV (Greater than or Equal to USD 2.00 Billion)
Admitted Status	Non-Admitted
Policy Period	8/9/2026 to 8/9/2027

Loc #	Subject	Limit	Deductible
All	Total Insured Value	\$ 21,832,693	
All	All Wind and Hail Deductible Buy Back	\$168327	Buy Down from a 2% Deductible to a \$50,000 Deductible
All	All Wind and Hail Deductible Buy Back		Overlying Deductible: \$218,327

Minimum Earned Premium: 100%

Endorsements, Limitations, Warranties and Exclusions Include but are not Limited to the Following:

- JEM-DBB-035 (01-21) Lloyd's Certificate SLC-3 (USA)
- JEM-DBB-007 (01-23) Deductible Buy Back - Stevens 22 (USA)
- JEM-DBB-001 (01-21) Applicable Law (U.S.A)
- JEM-DBB-002 (01-21) Asbestos Endorsement
- JEM-DBB-003 (01-21) Biological or Chemical Materials Exclusion
- JEM-DBB-006 (01-21) Cancellation Clause
- JEM-DBB-028 (01-21) Schedule of Locations
- JEM-DBB-027 (01-21) Schedule of Forms and Endorsements
- JEM-DBB-008 (01-21) Electronic Date Recognition Exclusion (EDRE)
- JEM-DBB-013 (01-21) Fraudulent Claims Clause
- JEM-DBB-014 (01-21) Illinois Cancellation and Non Renewal Clause (Commercial)
- JEM-DBB-015 (01-21) Illinois Cancellation and Non Renewal Clause (Personal Lines)
- JEM-DBB-016 (01-21) Illinois Surplus Lines Notice
- JEM-DBB-018 (01-21) Land, Water and Air Exclusion Clause
- JEM-DBB-019 (01-21) Lloyd's Privacy Policy Statement
- JEM-DBB-021 (01-21) Microorganism Exclusion (Absolute)
- JEM-DBB-022 (01-21) Nuclear Incident Exclusion Clause - Liability Direct (Broad)
- JEM-DBB-023 (01-21) Pre-Existing Damage Provision
- JEM-DBB-024 (01-21) Property Cyber and Data Exclusion
- JEM-DBB-025 (01-21) Radioactive Contamination Exclusion Clause Physical Damage – Direct
- JEM-DBB-026 (01-21) Sanctions Limitation and Exclusion Clause
- JEM-DBB-049 (01-22) Seepage & Pollution, Land, Air, Water Exclusion & Debris Removal Endorsement
- JEM-DBB-032 (01-21) Service of Suit Clause (USA)
- JEM-DBB-034 (01-21) Several Liability Clause (Insurance)
- JEM-DBB-040 (01-21) U.S. Terrorism Risk Insurance Act of 2002 As Amended New and Renewal Business Endorsement
- JEM-DBB-041 (01-21) U.S. Terrorism Risk Insurance Act of 2002 As Amended Not Purchased Clause



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Endorsements, Limitations, Warranties and Exclusions Include but are not Limited to the Following:

- JEM-DBB-042 (01-21) U.S. Treasury Department's Office of Foreign Assets Control ('OFAC') Advisory to Policyholders
- JEM-DBB-044 (01-21) War and Civil War Exclusion Clause
- JEM-DBB-045 (01-21) War and Terrorism Exclusion Endorsement
- JEM-DBB-030 (01-24) Security Schedule



General Liability

General Liability Coverage Detail

Carrier	The Cincinnati Specialty Underwriters Insurance Company
A.M. Best Rating	A+ (Superior) - XV (Greater than or Equal to USD 2.00 Billion)
Admitted Status	Non-Admitted
Policy Period	8/9/2026 to 8/9/2027
Policy Form	Occurrence

Coverage Description	Limit
General Aggregate – Applies per Policy	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Fire Damage – Any One Fire	\$100,000
Medical Expense – Any One Person	Excluded

Minimum Earned Premium: 25%

Deductible

Deductible Description	Amount	Deductible Basis
Combined Bodily Injury and Property Damage	\$5,000	Per Claim

Schedule of Hazards

Classification	Class Code	Premises Rate	Exposure	Premium Basis
Location 1				
Apartment Buildings - other than Greater New York	60010	312.842	68	Unit - Per Unit
Location 2				
Dwellings - Four-Family (Lessor's Risk Only)	63013	964.080	1	Unit - Per Unit
Location 3				
Dwellings - Two-Family (Lessor's Risk Only)	63011	790.400	1	Unit - Per Unit
Location 4				
Dwellings - Four-Family (Lessor's Risk Only)	63013	923.520	1	Unit - Per Unit
Location 5				
Warehouses - Private - Other Than Not-For-Profit	68706	577.200	500	Area
Location 6				
Dwellings - One-Family (Lessor's Risk Only)	63010	728.000	1	Unit - Per Unit



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Schedule of Hazards

Classification	Class Code	Premises Rate	Exposure	Premium Basis
Location 7				
Apartment Buildings - other than Greater New York	60010	253.968	5	Unit - Per Unit
Location 8				
Dwellings - One-Family (Lessor's Risk Only)	63010	728.000	1	Unit - Per Unit

Additional Coverages

Additional Insured - Mortgagee, Assignee or Receiver Included

Endorsements, Limitations, Warranties, and Exclusions Include but are not Limited to the Following:

- CSIA501 (07/14) Common Policy Declarations
- CSIA409 (01/08) Named Insured Schedule
- CSIA410 (03/08) Notice to Policyholders
- CSIA448 (09/20) Policyholder Notice Terrorism Insurance Coverage
- CSIA417 (01/15) Cap On Losses From Certified Acts Of Terrorism
- CSIA403 (11/17) Special Provisions - Premium
- CSIA404 (08/07) Service of Suit
- CSIA464 (02/23) U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policy
- CSIA302 (02/24) Exclusion - Perfluorinated Compounds (PFC) and Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)
- CSIA301 (02/23) War Exclusion
- CSGA501 (04/08) Commercial General Liability Coverage Part Declarations
- CSGA403 (10/07) Liability Premises Schedule
- CSGA408 (04/08) Commercial General Liability Classification and Premium Schedule
- CG0001TOC (04/13) Commercial General Liability Coverage Form Table of Contents
- CG0001 (04/13) Commercial General Liability Coverage Form
- CSGA401TOC (02/13) Changes to Commercial General Liability Coverage Form Table of Contents
- CSGA401 (02/13) Changes to Commercial General Liability Coverage Form
- CSGA4014IL (09/11) Illinois Changes - Civil Union
- CG0300 (01/96) Deductible Liability Insurance
- IL0162 (10/13) Illinois Changes - Defense Costs
- CG2150 (04/13) Amendment of Liquor Liability Exclusion
- CG2196 (03/05) Silica Or Silica-Related Dust Exclusion
- CSGA306 (04/20) Exclusion - Communicable Disease, Contagious Disease or Infectious Disease
- CG2426 (04/13) Amendment of Insured Contract Definition
- CSGA361 (06/08) Exclusion - Fungi or Bacteria
- CSGA439 (11/08) Amendment of Duties in the Event of Occurrence Offense Claim or Suit Condition
- CG2147 (12/07) Employment-Related Practices Exclusion
- CSGA3167 (04/19) Exclusion - Construction with Maintenance Exception
- CSGA364 (06/08) Exclusion - Coverage C - Medical Payments
- CG2018 (12/19) Additional Insured - Mortgagee, Assignee or Receiver
- CSGA3086 (08/12) Exclusion - Medical Professional Services
- CSGA3205 (06/23) Exclusion - Cyber Liability
- CSGA3206 (06/23) Exclusion - Privacy Violation Liability
- CG2185 (12/23) Exclusion - Electronic Data - Deletion of Bodily Injury Exception



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Endorsements, Limitations, Warranties, and Exclusions Include but are not Limited to the Following:

- CSGA3203 (04/23) Exclusion - Human Trafficking
- CG2165 (12/04) Total Pollution Exclusion with a Building Heating, Cooling and Dehumidifying Equipment Exception and
- CSGA418 (06/08) Amendment of Pollutants Definition
- CSGA355 (06/08) Exclusion - Formaldehyde
- CSGA3020 (07/12) Exclusion - Bed Bugs
- CSGA315 (10/23) Exclusion - Firearm(s) or Ammunition(s) - Total
- CG4028 (09/22) Broad Abuse or Molestation Exclusion
- CSGA4102 (07/19) Limitation of Coverage to Designated Premises
- CSGA3177 (04/23) Exclusion - Bodily Injury to Contractors or Subcontractors
- CSGA4099 (04/25) Limitation of Coverage to Designated Operations
- CSGA3220 (04/25) Exclusion - Discrimination
- IL0017 (11/98) Common Policy Conditions
- IL0021 (09/08) Nuclear Energy Liability Exclusion Endorsement
- CSLL348 (01/08) Limitation - No Stacking of Limits of Insurance
- IL0003 (09/08) Calculation of Premium

All limits, deductibles, extensions, and exclusions are included only to illustrate pertinent points of coverage, or lack thereof, in the proposed insurance. Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations, and exclusions that will govern in the event of a loss.

The premium quoted is the minimum and deposit and is fully earned. The policy is auditable at expiration or cancellation, and charges may be made for additional exposures; however, the premium will never fall below the minimum and deposit premium shown above.

Premiums are calculated based on the insurance company's rules and rates. Premiums shown as advance or deposit premiums are subject to audit and adjustment at the close of each audit period. If the advance premium is less than the earned premium as determined by the audit, the insured pays the difference. If the advance premium is more than the earned premium as determined by the audit, the insurance company returns the difference to the insured. The insured must keep records of the information needed for the audit and the premium calculations and send copies to the insurance company when they request them.



Commercial Automobile

Commercial Auto Coverage Detail

Carrier	The Cincinnati Insurance Company
A.M. Best Rating	A+ (Superior) - XV (Greater than or Equal to USD 2.00 Billion)
Admitted Status	Admitted
Policy Period	8/9/2026 to 8/9/2027

Coverage	Symbol(s)	Limit/Deductible
Liability	8 9	\$1,000,000 CSL
Uninsured Motorist	8 9	\$1,000,000 CSL
Underinsured Motorist	8 9	\$1,000,000 CSL

Hired and Borrowed Auto		
Hired/Borrowed Liability	Coverage: Yes	States: IL
		If any basis: N/A
Non-Owned Auto Liability	Coverage: Yes	States: IL
		# of Employees: 25

COVERED AUTO SYMBOLS		
(1) ANY AUTO	(4) OWNED AUTOS OTHER THAN PRIVATE PASSENGER	(7) AUTOS SPECIFIED ON SCHEDULE
(2) ALL OWNED AUTOS	(5) ALL OWNED AUTOS WHICH REQUIRE NO-FAULT COVERAGE	(8) HIRED AUTOS
(3) OWNED PRIVATE PASSENGER AUTOS	(6) OWNED AUTOS SUBJECT TO COMPULSORY U.M. LAW	(9) NON-OWNED AUTOS



Excess Liability - 5M xs 1st Layer

Excess Liability Coverage Detail

Carrier	General Star Indemnity Company
A.M. Best Rating	A++ (Excellent) - XV (Greater than or Equal to USD 2.00 Billion)
Admitted Status	Non-Admitted
Policy Period	8/9/2026 to 8/9/2027
Policy Form	Occurrence

Excess Policy Limits of Liability	Limit
Each Occurrence	\$5,000,000
Annual Aggregate	\$5,000,000
Retained Limit/Deductible	

Underlying Coverages

Policy Type	Carrier/Policy #	Policy Term	Limit
Commercial Auto		8/1/2026 to 8/9/2027	
Combined Single Limit - Each Accident			\$1,000,000
Bodily Injury - Each Accident			
Bodily Injury - Each Person			
Property Damage - Each Accident			
General Liability		8/9/2026 to 8/9/2027	
Each Occurrence			\$1,000,000
General Aggregate			\$2,000,000
Products & Completed Ops Aggregate			\$2,000,000
Personal & Advertising Injury			\$1,000,000
Damage to Rented Premises			\$100,000
Medical Expense			\$0

Endorsements, Limitations, Warranties and Exclusions Include but are not Limited to the Following:

-

All limits, deductibles, extensions, and exclusions are included only to illustrate pertinent points of coverage, or lack thereof, in the proposed insurance. Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations, and exclusions that will govern in the event of a loss.



Excess Liability - 5M xs 5M

Excess Liability Coverage Detail

Carrier	Scottsdale Insurance Company
A.M. Best Rating	A XV
Admitted Status	Non-Admitted
Policy Period	8/9/2026 to 8/9/2027
Policy Form	Occurrence

Excess Policy Limits of Liability	Limit
Each Occurrence	\$5,000,000
Annual Aggregate	\$5,000,000
Retained Limit/Deductible	

Underlying Coverages

Policy Type	Carrier/Policy #	Policy Term	Limit
Commercial Auto		8/9/2026 to 8/9/2027	
Combined Single Limit - Each Accident			\$1,000,000
Bodily Injury - Each Accident			
Bodily Injury - Each Person			
Property Damage - Each Accident			
General Liability		8/9/2026 to 8/9/2027	
Each Occurrence			\$1,000,000
General Aggregate			\$2,000,000
Products & Completed Ops Aggregate			\$2,000,000
Personal & Advertising Injury			\$1,000,000
Damage to Rented Premises			\$100,000
Medical Expense		8/9/2026 to 8/9/2027	
Commercial Umbrella			\$5,000,000

Endorsements, Limitations, Warranties and Exclusions Include but are not Limited to the Following:

XLS-0270 05-15 CARE, CUSTODY OR CONTROL EXCLUSION
XLS-0381 05-15 CROSS LIABILITY EXCLUSION (NAMED INSURED)
XLS-0410 11-08 DESIGNATED PREMISES ENDORSEMENT

Description And Location Of Premises



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1. 400 CENTRAL AVE, HIGHLAND PARK IL 60035
2. 735 PLEASANT AVE, HIGHLAND PARK IL 60035
3. 745 PLEASANT AVE, HIGHLAND PARK IL 60035
4. 755 PLEASANT AVE, HIGHLAND PARK IL 60035
5. 735 PLEASANT AVE, HIGHLAND PARK IL 60035
6. 2745-53 SAINT JOHNS AVE, HIGHLAND PARK IL 60035
7. 2755 SAINT JOHNS AVE, HIGHLAND PARK IL 60035
8. 2743 SAINT JOHNS AVE, HIGHLAND PARK, IL 60035

XLS-0432 11-08 DESIGNATED WORK EXCLUSION - EXTERIOR INSULATION AND FINISH SYSTEMS

XLS-0520 11-08 EMPLOYMENT-RELATED PRACTICES EXCLUSION

XLS-0530 05-15 EMPLOYEES RETIREMENT INCOME SECURITY ACT EXCLUSION (E.R.I.S.A.)

XLS-0795 11-08 KNOWN INJURY OR DAMAGE EXCLUSION

XLS-0830 11-08 LIQUOR LIABILITY EXCLUSION

XLS-1160 11-08 PROFESSIONAL LIABILITY EXCLUSION

Description Of Professional Services

Any and all professional services.

XLS-1370 11-08 EARTH OR LAND MOVEMENT EXCLUSION

XLS-1502 01-26 WAR LIABILITY EXCLUSION

XLS-2318 11-08 VIOLATION OF STATUTES THAT GOVERN E-MAILS, FAX, PHONE CALLS OR OTHER METHODS OF SENDING MATERIAL OR INFORMATION EXCLUSION

XLS-2322 02-24 UNDERLYING SUBLIMIT COVERAGE EXCLUSION

XLS-2327 01-19 MULTI-UNIT HABITATIONAL CONVERSION EXCLUSION

XLS-2339 11-08 AUTO LIABILITY EXCLUSION

XLS-2376 12-12 HYDRAULIC FRACTURING EXCLUSION

XLS-2383 04-13 LIMITS ENDORSEMENT

XLS-2390 07-13 EXCLUSION-VERMIN

XLS-2637 03-22 NEW YORK CONTRACTING OPERATIONS EXCLUSION

XLS-2640 03-22 HABITABILITY EXCLUSION

XLS-2661 06-22 PFC/PFAS EXCLUSION

All limits, deductibles, extensions, and exclusions are included only to illustrate pertinent points of coverage, or lack thereof, in the proposed insurance. Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations, and exclusions that will govern in the event of a loss.

Directors and Officers Liability

Directors and Officers Liability Coverage Detail

Carrier	Markel American Insurance Company
A.M. Best Rating	A (Excellent) - XV (Greater than or Equal to USD 2.00 Billion)
Admitted Status	Admitted
Policy Period	8/9/2026 to 8/9/2027

Note: This policy is Claims-Made. In order for coverage to apply, the claim must occur on or after the retroactive date and be reported during the policy term.

Coverage	Limit
Combined Aggregate Limit of Liability (Share with EPL)	\$1,000,000
Each Claim	\$1,000,000
Aggregate	\$1,000,000
Additional Claim Expenses Policy Aggregate (All Purchased Coverage Parts)	\$500,000
	Retention
Organization Reimbursement	\$10,000
Organization Liability	\$10,000

Defense	
Defense Costs Inside or Outside Limit of Liability	Inside

Terms and Conditions	
Pending or Prior Proceedings Date	7/9/1997

Endorsements, Limitations, Warranties and Exclusions Include but are not Limited to the Following:
• MJIL 1000 06 10 Policy Jacket • MPIL 1007 01 20 Privacy Notice • MPIL 1083 04 15 US Treasury Dept's Office Of Foreign Assets Control ("OFAC") Notice • MPIL 1113-IL 04 18 Illinois Important Notice • MPIL 5007 02 23 Cyber Perils Disclosure Notice • MPML 1003 01 15 Policyholder Disclosure Notice Of Certified Acts of Terrorism • MDML 1001 01 16 Not-For-Profit Management Liability Policy Declarations • MDIL 1001 08 10 Forms Schedule • MML 1004 01 16 General Terms And Conditions • MML 1005 01 16 Directors And Officers And Organization Liability Coverage Part • MML 1006 01 16 Employment Practices & Third Party Discrimination Liability Coverage Part • MIL 1214 09 17 Trade Or Economic Sanctions • MML 1216 05 10 IRCA Sublimit Endorsement \$50k sublimit: as expiring



Endorsements, Limitations, Warranties and Exclusions Include but are not Limited to the Following:

- MML 1223 01 15 Certified Acts of Terrorism Coverage
- MML 1238 01 16 Regulatory Endorsement
\$50k retention: as expiring
- MML 1255 01 16 Additional Entities Insured Excluding Subsidiaries Ravinia Housing Association and Sunset Woods Association
- MML 1319 01 11 Failure to Effect or Maintain Insurance Exclusion
- MML 1325-IL 01 11 Illinois Punitive, Exemplary or Multiple Damages
- MML 1335 06 12 Exclusion - Absolute Bodily Injury/Property Damage
- MML 1337 01 16 Exclusion - Absolute Personal Injury
- MML 1340 08 15 Exclusion - Broad Professional Liability
- MML 1365 01 16 Consumer Protection Exclusion
- MML 1416-IL 01 16 Illinois Amendatory
- MML 1461-IL 01 11 Illinois Changes - Pollution
- MML 1463-IL 01 11 Illinois Changes-Pre-Judgment and Post-Judgment Interest
- MML MANUSCRIPT-1 Private Information Exclusion: as expiring
- MML MANUSCRIPT-3 Exclude Claims Brought By or On Behalf Of: as expiring

All limits, deductibles, extensions, and exclusions are included only to illustrate pertinent points of coverage, or lack thereof, in the proposed insurance. Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations, and exclusions that will govern in the event of a loss.

Important

- Coverage is written on a Claims-Made and Reported form, insurance applies only to covered incidents that occur on or after the retroactive date AND are first reported during the policy term or during an Extended Reporting Period, should you purchase one.
- Your duties and obligations are outlined in the policy. We ask that you familiarize yourself with the Claims Reporting section of the policy which outlines your duties in the event of an accident, occurrence, claim or suit.



Employment Practices Liability

Employment Practices Liability Coverage Detail

Carrier	Markel American Insurance Company
A.M. Best Rating	A (Excellent) - XV (Greater than or Equal to USD 2.00 Billion)
Admitted Status	Admitted
Policy Period	8/9/2026 to 8/9/2027

Coverage	Limit
Combined aggregate limit of liability (Share with D&O)	\$1,000,000
Each Claim	\$1,000,000
Aggregate	\$1,000,000
Third Party Coverage	\$1,000,000
	Retention
Each Claim	\$10,000

Defense	
Defense Costs Inside or Outside Limit of Liability	Inside

Terms and Conditions	
Pending or Prior Proceedings Date	7/9/1997



Sunset Woods Package Policy - Commercial Property

Commercial Property Coverage Detail

Carrier	Northfield Insurance Company
A.M. Best Rating	A++ (Superior) – XV (Greater than or Equal to USD 2.00 Billion)
Admitted Status	Non-Admitted
Policy Period	8/9/2026 to 8/9/2027

Loc #	Subject	Limit	Deductible	Valuation*	Co-Insurance	Cause of Loss
1-1	Building	\$5,000	\$1,000	Replacement Cost	80%	Special (Including theft)
1-1	Business Income with Extra Expense	\$5,000	72 Hours	Actual Loss Sustained	80%	Special (Including theft)
1-2	Building	\$5,000	\$1,000	Replacement Cost	80%	Special (Including theft)
1-2	Business Income with Extra Expense	\$5,000	72 Hours	Actual Loss Sustained	80%	Special (Including theft)
1-3	Building	\$5,000	\$1,000	Replacement Cost	80%	Special (Including theft)
1-3	Business Income with Extra Expense	\$5,000	72 Hours	Actual Loss Sustained	80%	Special (Including theft)
1-4	Building	\$5,000	\$1,000	Replacement Cost	80%	Special (Including theft)
1-4	Business Income with Extra Expense	\$5,000	72 Hours	Actual Loss Sustained	80%	Special (Including theft)
1-5	Building	\$5,000	\$1,000	Replacement Cost	80%	Special (Including theft)
1-5	Business Income with Extra Expense	\$5,000	72 Hours	Actual Loss Sustained	80%	Special (Including theft)
1-6	Building	\$5,000	\$1,000	Replacement Cost	80%	Special (Including theft)
1-6	Business Income with Extra Expense	\$5,000	72 Hours	Actual Loss Sustained	80%	Special (Including theft)
1-7	Building	\$5,000	\$1,000	Replacement Cost	80%	Special (Including theft)
1-7	Business Income with Extra Expense	\$5,000	72 Hours	Actual Loss Sustained	80%	Special (Including theft)
1-8	Building	\$5,000	\$1,000	Replacement Cost	80%	Special (Including theft)
1-8	Business Income with Extra Expense	\$5,000	72 Hours	Actual Loss Sustained	80%	Special (Including theft)
1-9	Building	\$5,000	\$1,000	Replacement Cost	80%	Special (Including theft)
1-9	Business Income with Extra Expense	\$5,000	72 Hours	Actual Loss Sustained	80%	Special (Including theft)
1-10	Building	\$5,000	\$1,000	Replacement Cost	80%	Special (Including theft)
1-10	Business Income with Extra Expense	\$5,000	72 Hours	Actual Loss Sustained	80%	Special (Including theft)
1-11	Building	\$5,000	\$1,000	Replacement Cost	80%	Special (Including theft)
1-11	Business Income with Extra Expense	\$5,000	72 Hours	Actual Loss Sustained	80%	Special (Including theft)



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Loc #	Subject	Limit	Deductible	Valuation*	Co-Insurance	Cause of Loss
1-12	Building	\$5,000	\$1,000	Replacement Cost	80%	Special (Including theft)
1-12	Business Income with Extra Expense	\$5,000	72 Hours	Actual Loss Sustained	80%	Special (Including theft)
1-13	Building	\$5,000	\$1,000	Replacement Cost	80%	Special (Including theft)
1-13	Business Income with Extra Expense	\$5,000	72 Hours	Actual Loss Sustained	80%	Special (Including theft)
1-14	Building	\$5,000	\$1,000	Replacement Cost	80%	Special (Including theft)
1-14	Business Income with Extra Expense	\$5,000	72 Hours	Actual Loss Sustained	80%	Special (Including theft)

Business Income/Extra Expense – Limits should be calculated each year by using the Business Income and Extra Expense worksheet.

COINSURANCE* If your policy has a Coinsurance provision, and you have not purchased a sufficient limit of insurance (equal to, or greater than the required percentage of the value of the insured building or business personal property), you may be subject to a penalty and may not receive the expected loss recovery. If you have not insured your property for the correct value, you will not recover the full amount of a loss even if you have higher limits available.

Minimum Earned Premium: 25%

Additional Coverages	Limit/Deductible
Wind and Hail Deductible	\$2,500

MARGIN CLAUSE* If your policy has a Margin Clause, it typically states that the most the insured can collect for a loss at a given location is a specified percentage of the values reported for that location on the Statement of Values. This means you will only collect the amount you indicated in your Stated Value plus the margin clause percentage, even if you have higher limits available. This makes reporting the correct values of extreme importance, and failure to do so could leave you with uninsured losses. This is especially important if you have multiple locations with a blanket limit and “per location” limitation of liability provision. Please review your policy for your specific details.

Endorsements, Limitations, Warranties and Exclusions Include but are not Limited to the Following:

- S1-IL (9/05) Commercial Insurance Policy
- N-3825 (4/25) Notice of Change in Policy Terms Notice of Reduction in Coverage S43-CG (3/25) Exclusion - Punitive or Exemplary Damages
- N-3826 (4/25) Notice of Change in Policy Terms Notice of Reduction in Coverage S2953-CG (3/25) Exclusion – Habitability of Premises
- N-3827 (4/25) Notice of Change in Policy Terms Notice of Reduction in Coverage S94-CG (3/25) Exclusion - Injury to Workers
- N-3834 (12/25) Notice of Change in Policy Terms Notice of Reduction in Coverage CG D9 68 06 25 Exclusion – Human Trafficking
- N-3835 (4/26) Notice of Change in Policy Terms Notice of Reduction in Coverage Lead Exclusion Silica or Silica-Related Dust Exclusion Definition of Pers Advt Injury
- S1D-IL (9/05) Common Policy Declarations
- S1D-ILS (9/05) Schedule of Forms and Endorsements
- N-3800 (9/22) Important Notice Reporting A Claim
- N-3799 (8/22) Read Your Policy



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Endorsements, Limitations, Warranties and Exclusions Include but are not Limited to the Following:

- N-3384 (4/25) Important Notice - Producer Compensation
- IL 00 21 (09/08) Nuclear Energy Liability Exclusion Endorsement
- IL 00 17 (11/98) Common Policy Conditions
- S1030-IL (03/24) Service of Suit
- S2612-IL (6/17) Amendment - Non-Renewal
- IL T4 14 (01/21) Cap on Losses From Certified Acts of Terrorism
- IL E0 97 (07/22) Actual Cash Value
- S2765-IL (1/14) Amendment - Minimum Earned Premium
- S2874-IL (6/17) Exclusion - Animals
- S2965-IL (3/15) Amendment of Common Policy Conditions Prohibited Coverage - Unlicensed Insurance and Trade or Economic Sanctions
- S2976-IL (8/15) Exclusion Of Loss Due To Virus Or Bacteria
- IL 01 47 (09/11) Illinois Changes - Civil Union
- IL 01 18 (02/17) Illinois Changes
- IL 09 35 (07/02) Exclusion of Certain Computer-Related Losses
- S9D-CP (11/21) Commercial Property Coverage Part Declarations
- S2767-CP (5/06) Schedule of Mortgage Holder(s)
- CP 00 18 (10/12) Condominium Commercial Unit-Owners Coverage Form
- CP 00 30 (10/12) Business Income (and Extra Expense) Coverage Form
- CP 00 90 (07/88) Commercial Property Conditions
- CP 10 30 (09/17) Causes of Loss - Special Form
- S69-CP (11/16) Endorsement - Vacancy Restriction and Fungus Exclusion Changes
- CP T3 81 (01/21) Federal Terrorism Risk Insurance Act Disclosure
- S2649-CP (8/24) Multiple Deductible Form
- S2895-CP (11/16) Windstorm or Hail Fixed Dollar Deductible
- S2955-CP (8/24) Amendatory Provisions - Duties in the Event of Loss or Damage
- S3013-CP (9/22) Limitations on Coverage for Roof Surfacing
- S3175-CP (3/21) Exclusion - Faulty, Inadequate Or Defective
- S3180-CP (9/23) Electronic Vandalism Limitation And Other Changes
- CP T4 52 (01/23) Digital Assets Exclusions - Digital Currency And Non-Fungible Tokens
- CP 02 99 (06/07) Cancellation Changes
- CP 12 18 (10/12) Loss Payable Provisions
- CP 12 70 (09/96) Joint or Disputed Loss Agreement

All limits, deductibles, extensions, and exclusions are included only to illustrate pertinent points of coverage, or lack thereof, in the proposed insurance. Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations, and exclusions that will govern in the event of a loss.



Sunset Woods Package Policy - General Liability

General Liability Coverage Detail

Carrier	Northfield Insurance Company
A.M. Best Rating	A++ (Superior) – XV (Greater than or Equal to USD 2.00 Billion)
Admitted Status	Non-Admitted
Policy Period	8/9/2026 to 8/9/2027
Policy Form	Occurrence

Coverage Description	Limit
General Aggregate – Applies per Policy	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Fire Damage – Any One Fire	\$100,000
Medical Expense – Any One Person	\$5,000

Minimum Earned Premium: 25%

Deductible

Deductible Description	Amount	Deductible Basis
Bodily Injury/Property Damage Combined	\$500	Each Claim

Schedule of Hazards

Classification	Class Code	Exposure	Premium Basis
Location 1			
Condominium Unit Owner - Residential	60010002	14	Unit

Additional Coverages	Limit
Assault or Battery	
Each Offense Limit	\$500,000
Aggregate Limit	\$1,000,000

Endorsements, Limitations, Warranties, and Exclusions Include but are not Limited to the Following:

- S2584D-CG (9/07) Commercial GL Coverage Part Declarations
- CG 00 01 (12/07) General Liability Coverage Form
- S19-CG (3/17) Amendment - Contractual Liability
- S21-CG (5/21) Deductible Liability Insurance



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Endorsements, Limitations, Warranties, and Exclusions Include but are not Limited to the Following:

- S40-CG (1/22) Exclusion - Abuse or Molestation
- S42-CG (2/16) Total Pollution Exclusion with Exceptions for Building Heating, Cooling, Dehumidifying and Personal Hot Water Heating Equipment and Hostile Fire
- S43-CG (3/25) Exclusion - Punitive or Exemplary Damages
- S46-CG (2/23) Exclusion - Independent Contractors
- S51-CG (1/16) Exclusion - Waterslide
- S94-CG (3/25) Exclusion - Injury to Workers
- S267-CG (4/26) Combination Endorsement Bodily Injury and Property Damage Liability
- S354-CG (9/23) Exclusion - Liquor - Absolute
- S524-CG (1/25) Exclusion - Tobacco or Nicotine
- S3222-CG (1/23) Exclusion - Violation of Biometric Information Privacy Laws
- S3239-CG (4/23) Amendment - Premium Audit Condition
- S2114-CG (4/14) Exclusion - Exterior Insulation and Finish Systems
- S2582-CG (1/13) Exclusion - Aircraft, Auto or Watercraft
- S2608-CG (11/16) Exclusion - Real Estate Development Activities
- IL T3 68 (01/21) Federal Terrorism Risk Insurance Act Disclosure
- S2623-CG (4/26) Combination Endorsement Personal And Advertising Injury Liability
- S2816-CG (8/24) Limited Assault or Battery Liability Coverage
- S2961-CG (1/25) Exclusion - Cannabis
- S2972-CG (5/15) Exclusion - Inhalation Devices
- S2996-CG (5/16) Exclusion - Cross Liability - Broad Form
- S3024-CG (1/17) Limitation Of Coverage To Designated Premises - Condominiums and Cooperatives
- CG D9 41 (09/22) Exclusion - PFAS
- CG D9 68 (06/25) Exclusion - Human Trafficking
- CG 21 44 (04/17) Limitation of Coverage to Designated Premises, Project or Operation
- CG 24 26 (07/04) Amendment of Insured Contract Definition
- S56-CG (2/20) Amendment - Deposit Premium and Minimum Premium
- S311-CG (7/18) Exclusion - Professional Services

All limits, deductibles, extensions, and exclusions are included only to illustrate pertinent points of coverage, or lack thereof, in the proposed insurance. Other exclusions and policy limitations may apply. Please refer to the actual policies for specific terms, conditions, limitations, and exclusions that will govern in the event of a loss.

The premium quoted is the minimum and deposit and is fully earned. The policy is auditable at expiration or cancellation, and charges may be made for additional exposures; however, the premium will never fall below the minimum and deposit premium shown above.

Premiums are calculated based on the insurance company's rules and rates. Premiums shown as advance or deposit premiums are subject to audit and adjustment at the close of each audit period. If the advance premium is less than the earned premium as determined by the audit, the insured pays the difference. If the advance premium is more than the earned premium as determined by the audit, the insurance company returns the difference to the insured. The insured must keep records of the information needed for the audit and the premium calculations and send copies to the insurance company when they request them.



Additional Coverage Options

Property	Liability
Property	General Liability
Equipment Breakdown/Boiler and Machinery	Employee Benefits Liability
Earthquake	Products Recall
Flood	Warehouse Legal Liability
Wind	Excess Liability/Umbrella
Inland Marine	Automobile
Builders Risk	Auto Liability
Bailee Coverage	Hired-Non-Owned Auto Liability
Motor Truck Cargo	Garage Liability
Ocean Cargo	Drive Other Car
Professional/Management Liability	Environmental
Directors and Officers Liability	Pollution Legal Liability
Fiduciary Liability	Contractor's Pollution Liability
Employment Practices Liability/Incl. 3 rd Party	Storage Tank Liability
Crime/ Employee Dishonesty	Contractors Pollution & Professional Liability
Special Risk/ K&R	General Liability/ Pollution Liability
Cyber Liability/Tech E&O	
Professional Liability Errors and Omissions	
Media Liability	
Employed Lawyers	
Workers' Compensation	Miscellaneous
Workers' Compensation	Trade Credit
Stop Gap Liability	Travel Accident
	Aviation
	Foreign Operations/ Foreign Package

Additional lines of coverage may be available. Please review the above list and let us know if you are interested in obtaining a quote for one or more of the above lines of coverage, or for any other line of coverage not listed. Coverage is subject to carrier underwriting, quoting, and binding.



Important Information and Compensation Disclosure

Please review the proposal carefully as terms and conditions may differ from your current insurance program and also differ from the insurance specifications submitted by you or your representative. The proposal is intended to be a summary of coverages only. The actual details of coverage, as well as the general terms and conditions, cancellation provisions, and exclusions affecting such coverage, are subject to the actual policy forms. This proposal is an offering of the insurance coverage herein described. All premiums and proposed coverages are based on information provided by you at the time of quotation and are subject to adjustment.

When this proposal contains references to liability limits, note that other limits may be available. Please advise us if you would like alternate liability limits. Please note that limits may extend through excess and/ or umbrella policies and this should be factored into your decision concerning the appropriate limits.

When this proposal contains references to property limits it is understood that it is your responsibility to determine the replacement cost of such property and to select an appropriate limit. We can assist in helping to determine property values however the ultimate decision on limits is yours.

It is important that your insurance company fully understands the nature of your business. Activities other than those specifically insured may not be covered. Please contact us immediately if you need to arrange proper coverage for your new/additional business activities.

Information Accuracy, Completeness, Changes and Developments

NFP will endeavor to provide coverage based upon the information provided by you, the client. You are responsible for the accuracy and completeness of the information and NFP accepts no responsibility arising from your failure to provide such information to NFP. In the event of a material change in operations, nature of risk, exposures, losses, property values or ownership which may affect services and coverages, you must notify NFP of such changes as soon as practicable.

Claims Reporting

It is your responsibility to directly notify those insurers whose policies may apply to any circumstances, occurrences, claims, suits, demands and losses in accordance with the terms and conditions of your policies. NFP P&C assumes no duty or responsibility with respect to such notifications or monitoring your obligation to place insurers on notice unless undertaken in a separate written agreement. You may send copies of such notices to members of our staff for informational purposes only, but the receipt of such notice by NFP P&C shall not create additional duties or obligations owed by NFP P&C to you nor constitute notice to your insurers.

Use of Client Information

NFP gathers data containing information about you and your insurance placements, and that information may be shared between NFP affiliated companies, as well as with third-party service providers acting on our behalf including but not limited to carriers, underwriters, wholesalers and third-party intermediaries (Permitted Third Parties). Permitted Third Parties are not considered Representatives of NFP and NFP expressly disclaims and assumes no responsibility for the actions of such Permitted Third Parties. In addition to being used to provide services to you, the information may be used for business administration, business reporting, statistical analysis, marketing of our products or services and providing consulting or other services to insurance companies. When used for the development of products and services NFP will use aggregated, de-identified data, and shall not publish externally or otherwise disclose any information which derives from data originating from you which would identify you without prior consent.

Logo

Unless otherwise instructed by you, you agree that we may use your company name and logo in marketing materials and for internal business purposes.



Insurance Compensation Disclosure

As an insurance broker/agent, NFP Property & Casualty Services, Inc. (NFP P&C) is licensed as an insurance broker/agent, in all fifty states. Our insurance producers are authorized by their license to confer with the insurance purchasers about the benefits, terms, and conditions of insurance contracts, to offer advice concerning the benefits of particular insurance contracts, to sell insurance, and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

NFP P&C may receive compensation in the form of commissions of either a specific dollar amount or a percentage of the premium set at the time of the purchase, renewal, or servicing of a particular insurance policy; therefore, the amount of commissions we receive will depend on the policies and the insurance company you select. We may also receive contingent commissions based on the volume of business placed with the insurance company, the profitability of that business, and other factors. We generally do not know if a contingent payment will be made, or the amount of any such contingent payment, at the time the insurance contract is placed with an insurance company. In addition to the compensation that NFP P&C receives, our corporate parent or affiliates may receive contingent payments from insurance companies based on factors that are not client-specific, such as the performance or size of the overall book of business produced with an insurance company. We may also participate in insurer-sponsored events, such as trips, seminars, and advisory council meetings, based on the volume of business placed with the insurance company you select.

NFP Commissions

Unless applicable state law and regulation or contractual agreement states otherwise, any commission NFP receives for any of your insurance placements is fully earned at inception of the insurance programs, and NFP is entitled to retain such commissions in the event of an early cancellation of coverage or a reduction in coverage resulting in a premium adjustment.

You may receive information about NFP P&C's expected compensation on the policy or policies you select and about any policies we have presented to you, which you did not select by asking for the information.

Premium Remittance

Premiums paid by the Client to NFP for remittance to insurers and Client premium refunds paid to NFP by insurance companies for remittance to the Client are deposited into fiduciary accounts in accordance with applicable insurance laws until they are due to be paid to the insurance company or the Client. Subject to such laws and the applicable insurance company's consent, where required, NFP will retain the interest or investment income earned while such funds are on deposit in such accounts.

Intermediaries

Where applicable, NFP P&C may recommend the use of intermediaries to assist in the placement and servicing of your insurance program. Intermediaries include but are not limited to co-brokers, managing general agents/managing general underwriters, wholesale brokers, other retail agents/brokers or reinsurance brokers ("Intermediaries"). Any compensation attributed to your insurance program paid to Intermediaries is in addition to fees and/or commissions payable and shall not be used to offset or reduce the fees and/or commissions. NFP P&C may, where appropriate, use an intermediary that is affiliated with NFP P&C through common ownership or control, including affiliates of its parent or ultimate parent company. When a third-party Intermediary is used, NFP does not control or take responsibility for the actions of such Intermediaries.

Surplus Lines and Other Taxes and Fees

Should this proposal recommend the use of surplus lines carriers, please be aware that these carriers may not be eligible for financial insolvency protection in the same manner that admitted carriers could be protected. This could lead to potentially uninsured exposure. Also, please be aware that NFP P&C is under no obligation to monitor any financing obligation of your premium or any matter related to premium billing conducted directly by any carrier(s). If there are state surplus lines taxes and/or fees associated with these types of placements, NFP will do its best to identify the



amounts in advance. In all instances, the payment of these taxes/fees will remain the responsibility of the Client. To the extent that it is the responsibility of NFP to pay such fees, NFP will invoice the client directly.



Action Items, Subjectivities, and Binding Requirements

Property:

- Payment is Due Within 20 Days of Effective Date
- Signed and Dated TRIA Disclosure Form Within 15 Days of Binding
- Signed and Completed Diligent Effort Form
- Signed Acord Application Within 15 Days of Binding
- WARRANT: Heat Must be Maintained at 55 Degrees Fahrenheit to Preclude Pipes from Freezing

General Liability:

- In compliance with TRIA, a signed disclosure statement and coverage selection form is required at the time coverage is bound.
- Please advise if coverage is desired. Coverage is not bound until issuance of a policy number by the company.

Sunset Woods Package Policy:

- A written request to bind coverage is required prior to binding
- Refer to Carrier Quote for terms, conditions, bind requirements, and forms/endorsements that will apply to this policy
- Please provide Inspection Contact Name and Phone Number at binding (email if available). Coverage is subject to a satisfactory inspection.



Client Authorization to Bind

Please carefully review this proposal and advise of any requested changes or questions you may have related to coverages, limits, retentions or anything that concerns you. If you have no changes or questions please complete the below Authorization to Bind or confirm in writing your binding instructions.

Insured's Acknowledgment and Authorization to Bind

We hereby acknowledge receipt and review of the information presented in this Renewal Proposal ("Proposal") dated **August 9, 2026**. We hereby instruct NFP to bind the insurance program selected by us and understand that our instructions to bind constitutes our acceptance of the terms and conditions described in this Renewal Proposal.

Line of Business	Carrier	Admitted Status	Bind (Y/N)
Property	Republic-Vanguard	Non-Admitted	
Wind and Hail Deductible Buy Down	Lloyd's	Non-Admitted	
General Liability	Cincinnati	Non-Admitted	
Automobile	Cincinnati	Admitted	
Excess Liability - 5M xs 1 st Layer	General Star	Non-Admitted	
Excess Liability – 5M xs 5M	Scottsdale	Non-Admitted	
Directors & Officers Liability	Markel American	Admitted	
Sunset Woods Package Policy	Northfield	Non-Admitted	

Name: _____

Title: _____

Signature: _____

Date: _____



Guide to Best's Financial Strength Ratings

Best's Financial Strength Rating (FSR) Scale			
Rating Categories	Rating Symbols	Rating Notches*	Category Definitions
Superior	A+	A++	Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.
Excellent	A	A-	Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.
Good	B+	B++	Assigned to insurance companies that have, in our opinion, a good ability to meet their ongoing insurance obligations.
Fair	B	B-	Assigned to insurance companies that have, in our opinion, a fair ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
Marginal	C+	C++	Assigned to insurance companies that have, in our opinion, a marginal ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
Weak	C	C-	Assigned to insurance companies that have, in our opinion, a weak ability to meet their ongoing insurance obligations. Financial strength is very vulnerable to adverse changes in underwriting and economic conditions.
Poor	D	-	Assigned to insurance companies that have, in our opinion, a poor ability to meet their ongoing insurance obligations. Financial strength is extremely vulnerable to adverse changes in underwriting and economic conditions.
*Each Best's Financial Strength Rating Category from "A+" to "C" includes a Rating Notch to reflect a gradation of financial strength within the category. A Rating Notch is expressed with either a second plus "+" or a minus "-".			
Financial Strength Non-Rating Designations			
Designation Symbols	Designation Definitions		
E	Status assigned to insurers that are publicly placed, via court order into conservation or rehabilitation, or the international equivalent, or in the absence of a court order, clear regulatory action has been taken to delay or otherwise limit policyholder payments.		
F	Status assigned to insurers that are publicly placed via court order into liquidation after a finding of insolvency, or the international equivalent.		
S	Status assigned to rated insurance companies to suspend the outstanding FSR when sudden and significant events impact operations and rating implications cannot be evaluated due to a lack of timely or adequate information; or in cases where continued maintenance of the previously published rating opinion is in violation of evolving regulatory requirements.		
NR	Status assigned to insurance companies that are not rated; may include previously rated insurance companies or insurance companies that have never been rated by AM Best.		
Rating Disclosure – Use and Limitations			
A Best's Credit Rating (BCR) is a forward-looking independent and objective opinion regarding an insurer's, issuer's or financial obligation's relative creditworthiness. The opinion represents a comprehensive analysis consisting of a quantitative and qualitative evaluation of balance sheet strength, operating performance, business profile and enterprise risk management or, where appropriate, the specific nature and details of a security. Because a BCR is a forward-looking opinion as of the date it is released, it cannot be considered as a fact or guarantee of future credit quality and therefore cannot be described as accurate or inaccurate. A BCR is a relative measure of risk that implies credit quality and is assigned using a scale with a defined population of categories and notches. Entities or obligations assigned the same BCR symbol developed using the same scale, should not be viewed as completely identical in terms of credit quality. Alternatively, they are alike in category (or notches within a category), but given there is a prescribed progression of categories (and notches) used in assigning the ratings of a much larger population of entities or obligations, the categories (notches) cannot mirror the precise subtleties of risk that are inherent within similarly rated entities or obligations. While a BCR reflects the opinion of A.M. Best Rating Services, Inc. (AM Best) of relative creditworthiness, it is not an indicator or predictor of defined impairment or default probability with respect to any specific insurer, issuer or financial obligation. A BCR is not investment advice, nor should it be construed as a consulting or advisory service, as such; it is not intended to be utilized as a recommendation to purchase, hold or terminate any insurance policy, contract, security or any other financial obligation, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. Users of a BCR should not rely on it in making any investment decision; however, if used, the BCR must be considered as only one factor. Users must make their own evaluation of each investment decision. A BCR opinion is provided on an "as is" basis without any expressed or implied warranty. In addition, a BCR may be changed, suspended or withdrawn at any time for any reason at the sole discretion of AM Best.			
For the most current version, visit www.ambest.com/ratings/index.html . BCRs are distributed via the AM Best website at www.ambest.com . For additional information regarding the development of a BCR and other rating-related information and definitions, including outlooks, modifiers, identifiers and affiliation codes, please refer to the report titled "Guide to Best's Credit Ratings" available at no charge on the AM Best website. BCRs are proprietary and may not be reproduced without permission. Copyright © 2025 by A.M. Best Company, Inc. and/or its affiliates. ALL RIGHTS RESERVED. Version 121719			



Agreement

August __, 2026

This agreement (the "Agreement") is between Community Partners for Affordable Housing ("CPAH"), an Illinois not-for-profit corporation, and Sunset Woods Condominium Association ("Association"). This Agreement shall become effective on August __, 2026 ("Effective Date"), provided it is signed by both CPAH and the Association before the Effective Date.

The Association hereby agrees to retain CPAH to provide Income and asset verification services, and other qualification services, related to the purchase of units at Sunset Woods Condominiums. The purpose of the income and asset verification and related verification is to ensure that purchasers are below the relevant Area Median Income limit, and the program asset limit for the specific unit at the time of purchase, and otherwise compliant with affordable housing program rules. Income limits are updated annually and specified by the Federal Department of Housing and Urban Development ("HUD") as approved by Lake County, IL.

CPAH will provide the following services:

- Respond to inquiries from prospective buyers, realtors, and others, and providing information and guidance related to Income and asset qualification;
- Assist with the application process and collect required information including but not limited to:
 - Completed applications;
 - If relevant, last filed tax returns for each adult in the household;
 - If relevant, most recent social security benefit statement for each person in the household receiving social security;
 - If relevant, 2 most recent months of paystubs from each job held by a member of the household;
 - If relevant, the prior year W2 or 1099 for each job held by a member of the household;
 - If relevant, an employer verification form for each job held by a member of the household;
 - Documents related to other sources of income as relevant including, but not limited to, child support, maintenance, annuities, unemployment, and disability;
 - Driver's license, passport, state issued ID, or other acceptable forms of identification showing address and birth date for each household member;
 - 6 months of most recent bank statements from each checking account owned or co-owned by each adult member of the household;
 - 3 months of most recent statements from each savings, investment, retirement or other account owned or co-owned by each adult member of the household;
 - Documentation that may be necessary to comply with program rules.

CPAH will work with applicants until their application is complete and to clarify information as necessary. Once the application is complete, CPAH will review it and provide a final determination as to qualification for the program and for the specific unit.

For these services, the Association will pay CPAH \$400/per unit for sale. If the seller removes the home from the market for more than 30 days, a new fee will be assessed each time the home is returned to the market. CPAH agrees that if the Association so chooses, the fee can be paid by the seller of the unit or by other agreement between the Association and the seller. CPAH further agrees that the Property Manager, upon being notified of "intent to sell" by an owner of a Sunset Woods condominium, can collect CPAH's fee as part of their administrative procedures involved with the sale of said unit.

This Agreement will be in effect until August __, 2028, The Agreement may be terminated by either party with 30 days written notice and with notification to the City of Highland Park via the Housing Commission.

_____ Date: _____
Community Partners for Affordable Housing

_____ Date: _____
Sunset Woods Condominium Association



400 Central Avenue, #111 • Highland Park Illinois 60035
Phone: 847.681.8746 • Fax: 847.681.8846 • cpah@cpahousing.org

Agreement

This agreement (the "Agreement") is between Community Partners for Affordable Housing ("CPAH"), an Illinois not-for-profit corporation, and Sunset Woods Condominium Association ("Association"). This Agreement shall become effective on November 15, 2017 ("Effective Date"), provided it is signed by both CPAH and the Association before the Effective Date.

The Association hereby agrees to retain CPAH to provide income and asset verification services, and other qualification services, related to the purchase of units at Sunset Woods Condominiums. The purpose of the income and asset verification and related verification is to ensure that purchasers are below the relevant Area Median Income limit, and the program asset limit for the specific unit at the time of purchase, and otherwise compliant with affordable housing program rules. Income limits are updated annually and specified by the Federal Department of Housing and Urban Development ("HUD").

CPAH will provide the following services:

- Responding to inquiries from prospective buyers, realtors, and others, and providing information and guidance related to income and asset qualification;
- Providing applications to interested parties, and collecting:
 - Completed applications;
 - If relevant, last filed tax returns for each adult in the household;
 - If relevant, most recent social security benefit statement for each person in the household receiving social security;
 - If relevant, the prior year W2 or 1099 for each job held by a member of the household;
 - If relevant, an employer verification form for each job held by a member of the household;
 - Documents related to other sources of income as relevant including, but not limited to, child support, maintenance, annuities, unemployment, and disability.
 - Driver's license, passport, state issued ID, or other acceptable forms of identification showing address and birth date for each household member;
 - 6 months of bank statements from each account owned or co-owned by each adult member of the household.
 - Documentation that may be necessary to comply with program rules.
- Following up with applicants to collect the information necessary to complete an application and to make inquiries related to the application;
- Providing a final determination as to program qualification.

CPAH will use the documentation to calculate gross household income, household assets, housing payment/debt to income ratios, and make other determinations in order to comply with program rules.



400 Central Avenue, #111 • Highland Park Illinois 60035
Phone: 847.681.8746 • Fax: 847.681.8846 • cpah@cpahousing.org

For these services, the Association will pay CPAH \$300/per unit for sale. However, if the seller removes the home from the market for more than 30 days, a new fee will be assessed each time the home is returned to the market. CPAH agrees that if the Association so chooses, the fee can be paid at-closing by the seller of the unit or by other agreement between the Association and the seller. CPAH further agrees that the Property Manager, upon being notified of "intent to sell" by an owner of a Sunset Woods condominium, can collect CPAH's fee on CPAH's behalf as part of their administrative procedures involved with the sale of said unit.

This Agreement will be in effect until November 14, 2018 ("Termination Date"), unless renewed by written agreement of CPAH and the Association before the Termination Date. The Agreement may be terminated by either party with 30 days written notice and with notification to the City of Highland Park via the Housing Commission.

Community Partners for Affordable Housing

Date:

12/1/17

Sunset Woods Condominium Association

Date:

12/1/17

It is understood and agreed that Berkson & Sons executed this contract solely as agent for the property owner and not personally. Contractor/vendor agrees that Berkson & Sons shall have no personal liability for the payment of any sums due contractor hereunder, and that contractor/vendor shall look solely to its mechanic lien rights, if any, and the owner of the subject property for the payment of any sums which may become due hereunder.

July 23, 2026

Highland Park Housing Commission
Attn: Zubin Coleman
1150 Half Day Road
Highland Park, IL 60035

Dear Zubin,

This letter serves as our quarterly report with quarterly drawdown request (\$27,750) for quarter 2 covering the period April 1, 2026 through June 30, 2026, per our 2026 operating grant agreement.

Community Land Trust Program

- CPAH sold the 3bd/2bth single family home at 1500 Mccraren Road for \$210,000. The buyer is a 3-person household (2 parents and 1 child). See attached photo.
- CPAH (via AHC) just finished rehab on a 3bd/4bth single family home at 1095 Central Avenue. The home is available at \$230,000 for a household <80% AMI.
- CPAH (via AHC) acquired a 4bd/1.5bth single family home at 887 Deerfield Road. The home requires very minimal work (which is almost complete) and is available at \$230,000 for a household <80% AMI.
- CPAH (via AHC) acquired a 2bd/3bth single family home at 946 Burton that will be converted into a 3bd/3bth home. Rehab is expected to take approximately 3 months, once building permits are received. The home will be sold for \$230,000.

Betsy Lassar Place (8-Unit Townhome Development)

Betsy Lassar Place is progressing on-schedule and on-budget. We are expecting completion at the end of August. We will begin executing sales contracts this month. Four townhomes are for households <80% AMI and four townhomes are for households <120% AMI. A groundbreaking ceremony will be planned this Fall. Please see the attached schedule and photos.

Inclusionary Housing

CPAH had 1,088 households on the Highland Park Inclusionary Housing rental waitlist as of June 30, 2026. We received 187 rental waitlist applications from April through June, of

which 112 were placed on the waitlist and 75 were denied because they lacked sufficient income. As of June 30th, there were three vacancies due to unit turnovers. All three vacant units have applications pending with the development property manager.

CPAH continues to conduct annual income recertifications for the existing 52 inclusionary rental units (17 Albion, 4 Laurel Courts, 5 Ravinia Crossing, 11 McGovern, 3 Bloom, 2 St. Johns, 10 Albion II), assist property managers with ongoing questions related to the inclusionary units and tenants, market to those who might be interested in applying to be on the waitlist for upcoming affordable housing opportunities in Highland Park, and manage inclusionary sales and re-sales. CPAH also regularly consults with and meets with City Community Development staff.

General Affordable Housing Work

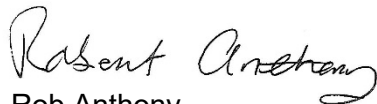
In addition to the specific CLT and inclusionary housing work described above, CPAH continued to provide a range of other housing services including housing counseling, down payment assistance, home repair and accessibility programs, foreclosure prevention, property management services, grant writing to leverage Housing Trust Fund dollars, and a range of post-purchase stewardship for homeowners and tenants including home maintenance classes, assistance with refinances, property tax assessments, financial education, matched savings program, revolving loan fund, and various other supports to help resident secure long-term housing stability.

The attached pages provide a summary of indirect expenses incurred on Highland Park activity during the second quarter of 2026.

We sincerely appreciate all the support and leadership provided by the Housing Commission which has made the City of Highland Park a nationally recognized model and leader throughout the region.

Please don't hesitate to contact me at 847-263-7478 ext 22 or ranthony@cpahousing.org with any questions.

Sincerely,

A handwritten signature in black ink that reads "Rob Anthony". The signature is written in a cursive, flowing style.

Rob Anthony
President

1500 McCraren, Highland Park



1095 Central Avenue, Highland Park



887 Deerfield Road, Highland Park



946 Burton, Highland Park

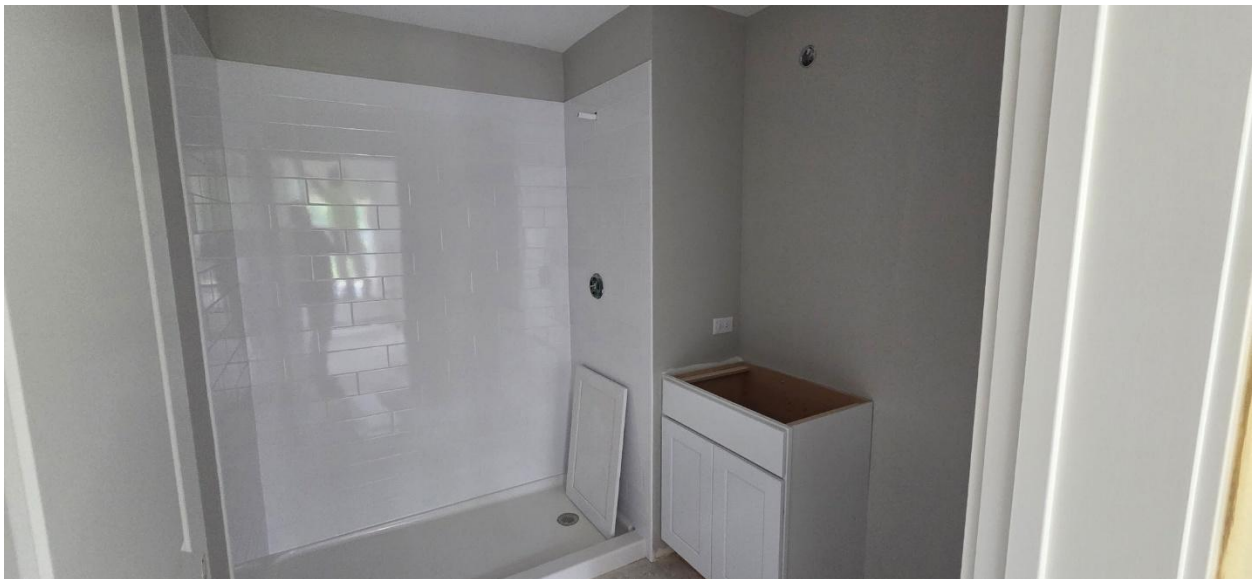


Highland Park Townhomes- 925 Deerfield Road
Draw 9- Project Photos- 7.1.26

Garage Doors- 100% Complete



Tile- Shower Walls- All 8 units complete (Typical)



Drywall, Trim Carpentry 100% Complete

Vinyl Flooring 70% Complete

Interior Rails Delivered/Installed

Painting trim and walls in progress throughout







Progress Construction Schedule-7.1.26
PROJECT TITLE: Highland Park Townhomes 925 Deerfield Rd, A-H

SITE WORK	Duration	Start	Finish	Notes
Fencing & silt fence	1 day	8/12/2025	8/12/2025	complete
Fire Dept Training/mobilization sewer/water	3d	8/13/2025	8/15/2025	complete
Permanent water & sewer disconnects in Deerfield Road	2 wks	8/18/2025	8/29/2025	complete
Proposed water & sewer connections in Deerfield Road-	4 days	9/1/2025	9/4/2025	complete
Tree Clearing/grubbing	1 day	9/5/2025	9/5/2025	complete
Demolition of buildings	1 wk	9/8/2025	9/12/2025	complete
Excavation for Ftg/Foundation, removal of poor soils, stone fill	1 wk	9/25/2025	10/3/2025	complete
VERTICAL CONSTRUCTION				
Concrete Footing/Foundation	2 wks	10/6/2025	10/13/2025	complete
San/water services stubs, backfill foundation, Concrete Interior Slab	3 wks	10/13/2025	10/31/2025	complete
Site Underground Sanitary, Water, Storm, & Detention System	6 wks	11/3/2025	12/12/2025	complete
Framing & Roofing, Windows, Ext Doors	2.5 mo	12/15/2025	2/27/2026	complete
Rough Mechanicals	2 mo	3/2/2026	5/1/2026	complete
Plumbing	6 wks	3/2/2026	4/10/2026	complete
HVAC	6 wks	3/9/2026	4/17/2026	complete
Sprinklers	6 wks	3/16/2026	4/24/2026	complete
Electric	6 wks	3/23/2026	5/1/2026	complete
Insulation/Drywall	2 mo	3/30/2026	5/29/2026	complete
Finishes-Tile, cabinetry/trim, tops, baths,flooring	2 mo	5/18/2026	7/20/2026	in progress
Cabinetry/Trim Carpentry	6 wks	5/18/2026	6/11/2026	complete
Tile/Flooring	8 wks	6/10/2026	7/10/2026	in progress
Paint/spray trim/doors	6 wks	6/10/2026	7/10/2026	in progress
Tops/Mech Trim/Appliances	6 wks	6/17/2026	7/20/2026	in progress
Painting Walls/Carpeting/Punchlist/Touchups	6 wks	6/24/2026	8/5/2026	in progress
Final Cleans/Inspections/Turnover walk thru	4 wks	7/15/2026	8/14/2026	
Substantial Completion Unit Interiors	1 wk	8/17/2026	8/24/2026	
EXTERIOR FAÇADE/SITE PAVING & LANDSCAPE				
Masonry/Siding	2 mo	4/1/2026	5/31/2026	99% complete
Subgrade for curbs/pvmt Deerfield Road and Driveway	1wk	7/13/2026	7/20/2026	on hold for patio approval
Curb & Gutter	1 wk	7/20/2026	7/27/2026	
Backfill/FG/Binder/Surface	1 wk	7/27/2026	8/3/2026	
Street lighting/Perm pavers/hardscape	2 wks	8/3/2026	8/17/2026	
Topsoil Respread/Softscape	2 wks	8/17/2026	8/31/2026	
Exterior asbuilts complete	1 wk	8/31/2026	9/4/2026	
Project Substantial Completion	1d	9/7/2026	9/7/2026	

**Community Partners for Affordable Housing
Highland Park Activity (HPA) - 36
Q2 2026**

	<u>Expenses</u>	April	May	June	Q2 2026 Total
5001-60	Salary - President	2,683.46	2,888.89	2,389.28	7,961.63
5002-60	Salary - VP Real Estate	-	-	-	0.00
5003-60	Salary - Sr. Property Manager	-	-	-	0.00
5034-60	Rental Assistance Coordinator	-	-	-	0.00
5004-60	Salary-Director of Underwriting	-	-	-	0.00
5005-60	Salary-Director of Couns and Ed	-	-	-	0.00
5006-60	Inclusionary Housing Coordinator	1,778.43	1,607.95	1,654.09	5,040.47
5007-60	Salary - Housing Counselor #2	-	-	-	0.00
5087-60	Housing Counselor #3	-	-	-	0.00
5008-60	Salary-Intake Coord-Homeown	42.98	-	45.13	88.11
5009-60	Salary-Intake Coord-Couns & Ed	-	2,385.48	2,040.00	4,425.48
5010-60	Salary - Director of RE Mgm	-	-	-	0.00
5011-60	Salary - Property Manager	-	-	70.65	70.65
5012-60	Salary - VP Community Relations	2,303.20	2,204.49	2,538.22	7,045.91
5013-60	Salary - Bookkeeper	-	-	-	0.00
5030-60	Rental Housing Coordinator	-	-	-	0.00
5020-60	Director of Development	-	-	-	0.00
5022-60	Housing Development Associate	445.83	198.06	31.50	675.39
5035-60	Director of Operations	40.91	112.39	-	153.30
5032-60	Director of Finance	-	-	-	0.00

5033-60	Emergency Assistance Coord	-	-	-	0.00
5037-60	Salary - Floating Intake Coordinator	-	-	-	0.00
5036-60	Property Maintenance Technician	-	-	-	0.00
5038-60	Salary - Marketing & Communications Manager	-	-	-	0.00
5014-60	HRA Disbursements	15.50	6.40	2.88	24.78
5015-60	Payroll Tax Expense	450.18	682.14	626.51	1,758.83
5016-60	Medical/Dental Benefits	322.16	489.62	439.83	1,251.61
5017-60	Retirement Contribution	246.82	373.83	340.23	960.88
5018-60	Disability & Life Insurance	27.22	41.37	37.16	105.75
5039-60	Workers Comp Insurance	17.13	25.97	23.82	66.92
5019-60	Temporary Services/Consultants	-	-	87.86	87.86
5021-60	Local Travel	-	-	-	0.00
5040-60	Professional Development - G&A	-	-	-	0.00
5052-60	Accounting Services	-	-	-	0.00
5054-60	Legal Services	-	-	-	0.00
5055-60	Payroll & Benefits Admin	139.23	211.60	194.61	545.44
5056-60	Audit Expenses	1,170.16	503.88	-	1,674.04
5057-60	Copier/Printer Supplies & Usage	6.68	8.01	7.20	21.89
5058-60	IT Purchases & Services	30.16	80.83	215.69	326.68
5059-60	Phone Equipment & Usage	36.09	22.03	44.47	102.59
5060-60	Postage Equipment & Usage	15.94	40.36	9.92	66.22
5061-60	Office Supplies	27.31	60.22	35.15	122.68
5062-60	Office Rent	252.24	383.36	344.37	979.97

5063-60	Utilities - Electric & Internet	23.70	32.15	27.70	83.55
5064-60	Bank & Credit Card Fees	3.69	315.19	31.83	350.71
5065-60	Insurance	60.79	92.38	82.99	236.16
5066-60	Meeting Expenses	29.63	17.01	39.11	85.75
5067-60	Marketing - General	31.31	59.52	240.13	330.96
5069-60	Dues & Subscriptions	9.75	-	13.26	23.01
5070-60	Corporate Expenses	3.90	18.54	16.34	38.78
5074-60	Recording Fees - Other	0.20	-	-	0.20
5075-60	Events	-	-	-	0.00
5077-60	Credit Reports - Other	-	19.52	7.52	27.04
5080-60	Loan Administration Fees-Other	-	4.47	-	4.47
5098-60	Depreciation	-176.98	98.19	83.69	4.90
5099-60	Miscellaneous Expense	-	-	-	0.00
66000	Payroll Expenses	-	-	-	0.00
69800	Uncategorized Expenses	-	-	-	0.00
5053-60	Answering Service	1.97	2.99	3.22	8.18
5021-60	Travel - Other	-	-	0.00	0.00
5040-60	Professional Development - G&A	2.22	-	16.21	18.43
5071-60	Taxes Other	0.00	-	0.00	0.00
5076-60	Fundraising Events	0.00	27.74	0.00	27.74
66900	Reconciliation Discrepancies	0.00	0.00	0.00	0.00
5083-60	Other Direct Project Costs	0.00	0.00	0.00	0.00
5110-60	Interest Expense	0.00	0.00	0.00	0.00
5101-60	Prior Year Adjustments	0.00	0.00	0.00	0.00
Total		10,041.81	13,014.58	11,740.57	34,796.96

THE HIGHLAND PARK HOUSING COMMISSION

RESOLUTION NO. 08-2026

A RESOLUTION AUTHORIZING DISBURSEMENT FROM THE HOUSING TRUST FUND OF A PAYMENT TO COMMUNITY PARTNERS FOR AFFORDABLE HOUSING EXPENSES FOR 2026 OPERATING GRANT – Q2

WHEREAS, the Highland Park Housing Commission ("**Commission**") is an independent municipal corporation created pursuant to Section 33.1101 of "The Highland Park Code of 1968," as amended ("**City Code**"); and

WHEREAS, pursuant to Section 33.1133 of "The Highland Park Code of 1968," as amended ("**City Code**"), the Commission is solely responsible for the City of Highland Park Affordable Housing Trust Fund ("**Housing Trust Fund**"); and

WHEREAS, the purposes of the Housing Trust Fund include: (i) to provide financial resources to address the affordable housing needs of individuals and families of low- and moderate- income households who live or work in the City by promoting, preserving, and producing long-term affordable housing and related services; and (ii) to provide support for not-for-profit organizations that actively address the affordable housing needs of low- and moderate-income households; and

WHEREAS, Community Partners for Affordable Housing ("**CPAH**") is a nonprofit organization that develops and preserves permanently affordable housing for low- and moderate-income households; and

WHEREAS, on January 28, 2026 CPAH filed a written request with the Commission for grant funding, in the amount of \$111,000, to be used by CPAH for operating expenses and general affordable housing activities in the City ("**Operating Grant**"); and

WHEREAS, on March 4, 2026, the Commission adopted Resolution No. 02-2026 approving an agreement with Grantee awarding an operating grant to Grantee in the amount not to exceed \$111,000 ("**Operating Grant Agreement**"); and

WHEREAS, Section 33.1133(C)(l) of the City Code requires that disbursements from the Housing Trust Fund shall not be made except by the City Finance Director upon the written direction of the Commission by resolution duly adopted; and

WHEREAS, the Commission has determined that it will serve and be in the best interest of the Commission, the City, and its residents to approve the Operating Grant and authorize the City Finance Director to disburse funds from the Housing Trust Fund in an amount not to exceed \$111,000, via four (4) quarterly drawdowns of \$27,750 each, for the payment to CPAH pursuant to the Operating Grant, in accordance with the terms and conditions of this Resolution;

WHEREAS, on May 6, 2026, the Housing Commission approved Resolution No.07-2026, authorizing a first disbursement of the Operating Grant in the amount of **\$27,750** to Grantee for eligible activities; and

{00116869.2}

THE HIGHLAND PARK HOUSING COMMISSION

RESOLUTION NO. 08-2026

NOW, THEREFORE, BE IT RESOLVED BY THE HIGHLAND PARK HOUSING COMMISSION, as follows:

SECTION ONE: RECITALS. The foregoing recitals are incorporated into and made a part of, this Resolution as findings of the Highland Park Housing Commission.

SECTION TWO: DISBURSEMENT. The Commission hereby authorizes the City Finance Director to disburse \$27,750 of the Operating Grant to CPAH to reimburse CPAH for the **second quarter drawdown** as authorized by the Operating Grant Agreement.

SECTION THREE: AUTHORIZATION. The Chairman of the Commission and the City Finance Director are hereby authorized and directed to execute such documentation as may be necessary to effectuate the disbursement authorized in Section Two of this Resolution.

SECTION FOUR: EFFECTIVE DATE. This Resolution will be in full force and effect upon its passage and approval by a majority of the members of the Housing Commission.

AYES:

NAYES:

ABSENT:

RECUSED:

PASSED:

APPROVED:

ATTEST

Sherri Farris, Vice Chair

Zubin Coleman, Staff Liaison

{00116869.2}

**GRANT AGREEMENT
AFFORDABLE HOUSING TRUST FUND
OPERATING GRANT**

(January 1, 2026 to January 31, 2027)

This **Grant Agreement** (the “**Agreement**”) is dated as of the 4th of March 2026, by and between the **Highland Park Housing Commission** (the “**Commission**”) and **Community Partners for Affordable Housing** (“CPAH”).

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in the Agreement, and pursuant to the Commission’s powers, the parties agree as follows:

Section 1. Recitals.

- A. On May 28, 2002, the City Council of Highland Park adopted Ordinance No. 34-02 establishing the Affordable Housing Trust Fund (HTF) to be administered by the City’s Housing Commission with the assistance of the Housing Trust Fund Advisory Committee. Pursuant to said ordinance, the Commission makes the final decision to approve or deny all applications for funding by the HTF.
- B. The purpose of the HTF is to provide financial resources to address the affordable housing needs of low- and moderate-income individuals and families who live or work in Highland Park, including, among other things, by providing support for not-for-profit organizations that actively address the affordable housing needs of such individuals and families and, in particular, by giving priority to eligible applications from the Highland Park Illinois Community Land Trust (now CPAH).
- C. By Resolution No. R33-3, adopted on March 10, 2003, the City Council endorsed the formation and directed the incorporation of the Highland Park Illinois Community Land Trust.
- D. The Highland Park Illinois Community Land Trust was established as an independent, not-for-profit corporation on March 17, 2003, as an outgrowth of the Affordable Housing Needs and Implementation Plan element of the City’s Master Plan to address the affordable housing needs of low- and moderate-income individuals and families who live or work in Highland Park. The Highland Park Illinois Community Land Trust changed its name to Community Partners for Affordable Housing (CPAH) in July of 2010. In January 2019, CPAH merged with Lake County Residential Development Corporation and Affordable Housing Corporation of Lake County but retains the CPAH name.
- E. CPAH submitted a request for operating funds to the HTF dated {January 28, 2026} a copy of which is attached hereto as **Exhibit 1**.
- F. At its meeting on March 4, 2026, the Commission approved CPAH’s request for operating funds. HC Resolution 02-2026 is attached as **Exhibit 2**.

Section 2. Covenants.

- A. The HTF agrees to make a **\$111,000** grant to **CPAH**, hereafter called "GRANTEE," for the following: Funds provided will be used to continue and expand its current general administrative and program activities, including grant writing, and administration of certain aspects of the City's Inclusionary Housing Program, including publicizing the program, conducting orientation for interested persons, establishing and managing a waiting list of conditionally qualified applicants, and training lenders and attorneys about the program requirements, including the Ground Lease and/or Declaration of Covenants, Conditions, and Restrictions, and qualifying applicants for specific units that become available.

All monies granted for operating support will be expended by GRANTEE between January 1, 2026 and January 31, 2027. All monies awarded must be expended or returned to the HTF. The Housing Commission, in its sole discretion, may extend the expenditure period based on a request from CPAH. Grant monies will be paid to the GRANTEE after the Commission has received the signed Grant Agreement from CPAH.

- B. GRANTEE agrees that all funds received pursuant to this grant agreement will be expended only for the activities identified in Paragraph 2(A). In the event GRANTEE uses the funds for a purpose other than those identified in Paragraph 2(A) and the City's Affordable Housing Plan as filed with the State of Illinois, without the prior consent of the Commission, all grant funds shall be refunded to the HTF.
- C. GRANTEE agrees to submit quarterly reports with a quarterly drawdown request on the following dates:
May 1, 2026, August 1, 2026, November 1, 2026, January 1, 2027
- D. GRANTEE agrees to submit Financial and Evaluation Reports to the Commission on forms acceptable to the Commission, on or before January 15, 2027.
- E. GRANTEE agrees upon request to make available to the Commission financial records for the year in which a grant was received from the Housing Trust Fund.
- F. GRANTEE agrees that no person shall, on the grounds of race, color, religion, national origin, sex, disability, sexual preference, ancestry or age, while otherwise qualified, be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under any activity including employment, supported in whole or in part by funds provided under this grant.
- G. GRANTEE does hereby agree to indemnify, hold harmless, and defend the City of Highland Park, Highland Park Housing Commission, its agents, servants and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses, and expenses including but not limited to CPAH Board members, employees, consultants, and residents or prospective residents of CPAH, or any death at any time resulting from injury or any damage to such persons, or any death at any time resulting from injury or any damage to any property which may arise or which may arise or which may be alleged to have arisen out of, or in connection with

**Affordable Housing Trust Fund
CPAH OPERATING GRANT AGREEMENT
January 1, 2026 to January 31, 2027**

PAGE 3

the activities of CPAH supported in whole or part with funds awarded for the purposes described in Paragraph 2A.

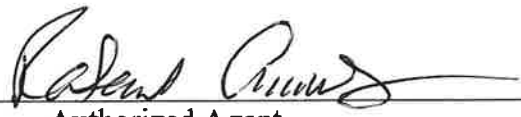
Highland Park Housing Commission

Grantee: Community Partners for Affordable Housing
(CPAH)

By


Isis Fernandez-Sykes

By


Authorized Agent


Chair


Title

3-4-26
Date

3-4-26
Date

**Exhibit 1
Grant Application**

**Exhibit 2
HC Resolution 02-2026
Approved March 4, 2026**

July 22, 2026

Highland Park Housing Commission
Attn: Zubin Coleman
1150 Half Day Road
Highland Park, IL 60035

Dear Zubin,

This letter serves as a draw request for \$97,850 for the acquisition of 1500 Mccraren Road, Highland Park which was added to the City's Community Land Trust inventory, per our scattered site grant agreement dated February 5, 2025. Per the grant agreement draw requirements, please find the following:

1. *Evidence Regarding the Acquisition of the Properties.* CPAH shall provide the Housing Commission with evidence of the seller, location, and anticipated purchase price of the specific property to which the particular draw request pertains.

Please see attached purchase contract (attachment 1).

2. *Compliance with Housing Commission's Requirements.* A certification from grantee that grantee, to its best knowledge, has complied with the Housing Commission's requirements set forth in grantee's grant application, as approved by the Housing Commission.

Please accept this certification that CPAH has, to the best of our knowledge, complied with the Housing Commission's requirements set forth in our grant application, as approved by the Housing Commission.

3. *Evidence Regarding Funding for the Project.* Evidence (a) of all of grantee's funding commitments, and (b) that grantee's sources and applications of funds for the project, including all equity, debt, and grant funds, have not materially changed in any way that would adversely affect grantee's ability to perform under this agreement.

Please see attached funding agreement from Lake County (attachment 2).

4. Marketing Plan and Resident Selection Plan. A marketing plan and resident selection plan for the properties.

Please see attached plan (attachment 3).

5. Pricing of Units. Documentation on the pricing of the properties, as stated in the project summary.

Please see the attached sales contract to homebuyer (attachment 4).

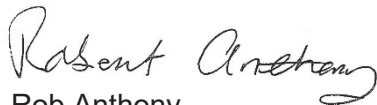
6. Compliance with Uniform Relocation Act. Evidence of its compliance with the relocation noticing provisions and a copy of its relocation plan, to the extent applicable, as required by the Uniform Relocation Act, 42 U.S.C 61 et seq. Please see rider to buyer's sales contract (attachment 1)

7. Additional Documents. Such other documents as the Housing Commission, its designees, or its counsel may reasonably request as a condition precedent to disbursement of any portion of the Grant.

NA.

Please don't hesitate to contact me at 847-263-7478 ext 22 or ranthony@cpahousing.org with any questions.

Sincerely,



Rob Anthony
President



MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 8.0

ATTACHMENT 1

1 **1. THE PARTIES:** Buyer and Seller are hereinafter referred to as the "Parties."

2 Buyer Name(s) [PLEASE PRINT] _____

3 Seller Name(s) [PLEASE PRINT] _____

4 **If Dual Agency applies, check here ☐ and complete Optional Paragraph 30.**

5 **2. THE REAL ESTATE:** Real Estate is defined as the property, all improvements, the fixtures and Personal Property
6 included therein. Seller agrees to convey to Buyer or to Buyer's designated grantee the Real Estate with approximate
7 lot size or acreage of _____ commonly known as:

8 _____
9 Address Unit # [IF APPLICABLE] City State Zip County

10 Permanent Index Number(s): _____

11 ☐ Single Family Attached ☐ Single Family Detached ☐ Multi-Unit

12 **If Designated Parking is Included:** # of space(s) _____; identified as space(s) # _____; location _____

13 [CHECK TYPE] ☐ deeded space, PIN: _____ ☐ limited common element ☐ assigned space.

14 **If Designated Storage is Included:** # of space(s) _____; identified as space(s) # _____; location _____

15 [CHECK TYPE] ☐ deeded space, PIN: _____ ☐ limited common element ☐ assigned space.

16 **3. PURCHASE PRICE AND PAYMENT:** The Purchase Price is \$ _____. After the payment of Earnest
17 Money as provided below, the balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing in
18 "Good Funds" as defined by law.

19 **a) CREDIT AT CLOSING:** Provided Buyer's lender permits such credit to show on the final settlement statement
20 or lender's closing disclosure, **and if not, such lesser amount as the lender permits**, Seller agrees to credit
21 \$ _____ to Buyer at Closing to be applied to prepaid expenses, closing costs or both.

22 **b) EARNEST MONEY:** Earnest Money of \$ _____ shall be tendered to Escrowee on or before
23 _____ Business Days after Date of Acceptance. Additional Earnest Money, if any, of \$ _____ shall
24 be tendered by _____, 20 _____. Earnest Money shall be held in trust for the mutual benefit of
25 the Parties by [CHECK ONE]: ☐ Seller's Brokerage; ☐ Buyer's Brokerage; ☐ As otherwise agreed by the Parties,
26 as "Escrowee." **In the event the Contract is declared null and void or is terminated, Earnest Money shall be**
27 **disbursed pursuant to Paragraph 27.**

28 **c) BALANCE DUE AT CLOSING:** The Balance Due at Closing shall be the Purchase Price, plus or minus
29 prorations, less Earnest Money paid, less any credits at Closing.

30 **If Home Warranty applies, check here ☐ and complete Optional Paragraph 33.**

31 **4. SELLER CONTRIBUTION TO BUYER BROKERAGE COMPENSATION:** [INITIAL ONLY ONE OF THE FOLLOWING
32 SUBPARAGRAPHS a OR b]

33 [INITIALS] _____ a) Seller agrees to pay to Buyer's Brokerage [CHOOSE ONLY ONE]: ☐ _____% of
34 Purchase Price; or ☐ \$ _____ on Buyer's behalf to be applied to Buyer's Brokerage compensation.

35 [INITIALS] _____ b) Seller will not pay Buyer's Brokerage compensation.

36 **5. CLOSING:** Closing shall be on _____, 20____ or at such time as mutually agreed by the
37 Parties in writing. Closing shall take place at the escrow office of the title insurance company, its underwriter, or
38 its issuing agent that will issue the Owner's Policy of Title Insurance, whichever is situated nearest the Real Estate.

39 **6. POSSESSION:** Unless otherwise provided in Optional Paragraph 35, Seller shall deliver possession to Buyer at
40 Closing. Possession shall be deemed to have been delivered when Seller and all occupants (if any) have vacated the
41 Real Estate and delivered keys to the Real Estate to Buyer or to the office of the Seller's Brokerage.

42 **7. FIXTURES AND PERSONAL PROPERTY AT NO ADDED VALUE:** All of the fixtures and included Personal Property
43 are owned by Seller and to Seller's knowledge are in operating condition on Date of Acceptance, unless otherwise

Buyer Initial RA Buyer Initial _____

Address: _____

Seller Initial BDP Seller Initial _____

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44 stated herein. Seller agrees to transfer to Buyer all fixtures, all heating, electrical, plumbing, and well systems
45 together with the following items as they exist at time of presentation of offer at no added value by Bill of Sale at
46 Closing [CHECK OR ENUMERATE APPLICABLE ITEMS]:

47 __ Refrigerator(s)	__ Electronic / Media Air Filter(s)	__ All Window Treatments & Hardware	__ Above Ground Pool
48 __ Wine/Beverage Refrigerator	__ Sump Pump(s)	__ Built-in / Attached Shelving	__ Pool Equipment
49 __ Freezer(s)	__ Sump Pump Battery Backup	__ Wall Mounted Brackets (AV/TV)	__ Sprinkler System
50 __ Oven / Range / Stove	__ Reverse Osmosis System	including hardware	__ Invisible Fence, Collar
51 __ Dishwasher	__ Backup Generator System	__ Ceiling Fan(s)	& Remote
52 __ Trash Compactor	__ Water Softener (unless rented)	__ All Tacked Down Carpeting	__ Interior Security System
53 __ Microwave	__ Propane Tank(s) (unless rented)	__ Storms and Screens	__ Satellite Dish & Equipment
54 __ Garbage Disposal	__ Smoke Detectors	__ Fireplace Screens / Doors / Grates	__ Smart Thermostat
55 __ Washer(s)	__ Carbon Monoxide Detectors	__ Fireplace Gas Log(s)	__ Video Doorbell
56 __ Dryer(s)	__ Garage Door Opener(s) with	__ Outdoor Shed	__ Surround Sound System
57 __ Water Heater	All Transmitters	__ Outdoor Playset(s)	__ Home Theater / Projector
58 __ Central Air Conditioning	__ Intercom System	__ Planted Vegetation	__ Surveillance System(s)
59 __ Window Air Conditioner(s)	__ Security System (unless rented)	__ Hardscape	__ Electric Vehicle Charging
60 __ Central Humidifier	__ Light Fixtures (as they exist)	__ Attached Gas Grill	System

61 **If Alternative Energy (solar panels) apply, check here ☐ and complete Optional Paragraph 34.**

62 **Other Items Included at No Added Value:** _____

63 _____

64 **Items Not Included:** _____

65 Seller warrants to Buyer that all fixtures, systems and Personal Property included in this Contract shall be in
66 operating condition at Possession except: _____.

67 A system or item shall be deemed to be in operating condition if it performs the function for which it is intended,
68 regardless of age, and does not constitute a threat to health or safety.

69 **8. FINANCING:** [INITIAL ONLY ONE OF THE FOLLOWING SUBPARAGRAPHS a, b, OR c]

70 _____ **a) FINANCING CONTINGENCY:** Not later than **forty-five (45) days after Date of Acceptance or**
71 **five (5) Business Days prior to the date of Closing**, whichever is earlier, ("Financing Contingency Date") Buyer
72 shall provide written evidence from Buyer's licensed lending institution confirming that Buyer has received
73 financing approval subject only to "at close" conditions, matters of title, survey, and matters within Buyer's control
74 for financing as follows: [CHECK ONE] ☐ fixed; ☐ adjustable; [CHECK ONE] ☐ conventional; ☐ FHA; ☐ VA;
75 ☐ USDA; ☐ other _____ loan for _____% of the Purchase Price, plus
76 private mortgage insurance (PMI), if required, with an interest rate (initial rate if an adjustable rate mortgage used)
77 not to exceed _____% per annum, amortized over not less than _____ years. Buyer shall pay discount points not
78 to exceed _____% of the loan amount. Buyer shall pay origination fee(s), closing costs charged by lender, and title
79 company escrow closing fees. [CHECK IF APPLICABLE] ☐ Buyer financing shall be contingent upon Buyer
80 obtaining secondary financing or grants as follows: _____

81 If Buyer, having applied for the financing specified above, has received a written rejection of the financing
82 application, and serves notice as provided in Paragraph 28 (hereinafter referred to as "Notice") of same to Seller
83 not later than the Financing Contingency Date or by any extended financing contingency date agreed to by the
84 Parties, this Contract shall be null and void.

85 If Buyer has not received a written rejection of the financing application, but, not later than the Financing
86 Contingency Date or any extended financing contingency date agreed to by the Parties, has provided to Seller
87 Notice that Buyer has not yet received such written evidence of financing approval, this Contract shall be voidable
88 at the election of either Party by giving Notice to terminate this Contract to the other Party. If prior to the Seller
89 serving such Notice to terminate, Buyer provides written evidence of such financing approval, this Contract shall
90 remain in full force and effect.

91 Upon the expiration of ten (10) Business Days after Date of Acceptance, if Buyer has failed to make a financing

Buyer Initial RA Buyer Initial _____

Address: _____

Seller Initial BDP Seller Initial _____

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92 application and paid all fees and taken all actions required for such application to proceed and the appraisal to be
93 performed, Seller shall have the option to declare this Contract terminated by giving Notice to Buyer not later than
94 five (5) Business Days thereafter or any extension thereof agreed to by the Parties in writing.

95 **A Party causing delay in the financing approval process shall not have the right to terminate under this**
96 **subparagraph. In the event neither Party elects to declare this Contract terminated as specified above, or as**
97 **otherwise agreed, then this Contract shall continue in full force and effect without any financing contingencies.**

98 **Unless otherwise provided in Paragraph 31, this Contract is not contingent upon the sale and/or closing of**
99 **Buyer's existing real estate.** Buyer shall be deemed to have satisfied the financing conditions of this subparagraph
100 if Buyer obtains financing approval in accordance with the terms of this subparagraph even though the financing
101 is conditioned on the sale and/or closing of Buyer's existing real estate.

102 If Buyer is seeking FHA, VA, or USDA financing, **required amendments and disclosures shall be attached to this**
103 **Contract.** If VA, the Funding Fee, or if FHA, the Mortgage Insurance Premium (MIP), shall be paid by Buyer.

104 _____ **b) CASH TRANSACTION WITH NO FINANCING:** [ALL CASH] If this selection is made, Buyer will pay at
105 Closing, in the form of "Good Funds," the Balance Due at Closing. Buyer represents to Seller, as of the Date of Offer, that
106 Buyer has sufficient funds available to satisfy the provisions of this subparagraph. Buyer agrees to verify the above
107 representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to Seller,
108 Seller's attorney or Seller's Designated Agent that may be reasonably necessary to prove the availability of sufficient funds
109 to close. The Parties shall share the title company escrow closing fee equally. **Unless otherwise provided in Paragraph 31,**
110 **this Contract shall not be contingent upon the sale and/or closing of Buyer's existing real estate.**

111 _____ **c) CASH TRANSACTION, FINANCING ALLOWED:** If this selection is made, Buyer will pay at closing,
112 in the form of "Good Funds," the Balance Due at Closing. Buyer represents to Seller, as of the Date of Offer, that Buyer
113 has sufficient funds available to satisfy the provisions of this subparagraph. Buyer agrees to verify the above
114 representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to
115 Seller, Seller's attorney or Seller's Designated Agent that may be reasonably necessary to prove the availability of
116 sufficient funds to close. Notwithstanding such representation, Seller agrees to reasonably and promptly cooperate
117 with Buyer so that Buyer may apply for and obtain a mortgage loan or loans including but not limited to providing
118 access to the Real Estate to satisfy Buyer's obligations to pay the Balance Due at Closing. Such cooperation shall include
119 the performance in a timely manner of all of Seller's pre-closing obligations under this Contract. **This Contract shall**
120 **NOT be contingent upon Buyer obtaining financing.** Buyer shall pay the title company escrow closing fee if Buyer
121 obtains a mortgage; provided however, if Buyer elects to close without a mortgage loan, the Parties shall share the title
122 company escrow closing fee equally. **Unless otherwise provided in Paragraph 31, this Contract shall not be**
123 **contingent upon the sale and/or closing of Buyer's existing real estate.**

124 **9. HOMEOWNER INSURANCE:** This Contract is contingent upon Buyer obtaining evidence of insurability for an
125 Insurance Service Organization HO-3 or equivalent policy at standard premium rates within ten (10) Business Days
126 after Date of Acceptance. **If Buyer is unable to obtain evidence of insurability and serves Notice with proof of**
127 **same to Seller within the time specified, this Contract shall be null and void. If Notice is not served within the**
128 **time specified, Buyer shall be deemed to have waived this contingency and this Contract shall remain in full**
129 **force and effect.**

130 **10. FLOOD INSURANCE:** Buyer shall have the option to declare this Contract null and void if the Real Estate is located
131 in a special flood hazard area. **If Notice of the option to declare contract null and void is not given to Seller within**
132 **ten (10) Business Days after Date of Acceptance or by the Financing Contingency Date, whichever is later, Buyer**
133 **shall be deemed to have waived such option and this Contract shall remain in full force and effect.** Nothing herein
134 shall be deemed to affect any rights afforded by the Residential Real Property Disclosure Act.

135 **11. STATUTORY DISCLOSURES:** If applicable, prior to signing this Contract, Buyer:
136 [CHECK ONE] ☐ has ☐ has not received a completed Illinois Residential Real Property Disclosure;
137 [CHECK ONE] ☐ has ☐ has not received the EPA Pamphlet, "Protect Your Family From Lead In Your Home;"

Buyer Initial RA Buyer Initial _____

Address: _____

Seller Initial BDP Seller Initial _____

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138 [CHECK ONE] ☐ has ☐ has not received a Lead-Based Paint Disclosure;
139 [CHECK ONE] ☐ has ☐ has not received the IEMA, "Radon Testing Guidelines for Real Estate Transactions;"
140 [CHECK ONE] ☐ has ☐ has not received the Disclosure of Information on Radon Hazards.

141 **12. PRORATIONS:** The requirements contained in this paragraph shall survive the Closing. Proratable items shall
142 be prorated to and including the Date of Closing and shall include without limitation, general real estate taxes;
143 rents and deposits (if any) from tenants; Special Service Area or Special Assessment Area tax for the year of Closing
144 only; utilities, water and sewer, pre-purchased fuel; and Homeowner or Condominium Association fees (and
145 Master/Umbrella Association fees, if applicable). Accumulated reserves of a Homeowner/Condominium
146 Association(s) are not a proratable item.

147 a) The general real estate taxes shall be prorated to and including the date of Closing based on _____% of
148 the most recent ascertainable full year tax bill. All general real estate tax prorations shall be final as of Closing,
149 except as provided in subparagraph b) below or as otherwise agreed by the Parties in writing. If the amount of
150 the most recent ascertainable full year tax bill reflects a homeowner, senior citizen, disabled veteran or other
151 exemption, a senior freeze or senior deferral, then Seller has submitted or will submit in a timely manner all
152 necessary documentation to the appropriate governmental entity, before or after Closing, to preserve said
153 exemption(s). **The proration shall not include exemptions to which the Seller is not lawfully entitled.**

154 b) In the event the Real Estate is improved, but has not been previously taxed for the entire year as currently
155 improved, the sum of three percent (3%) of the Purchase Price shall be deposited in escrow with the title
156 company with the cost of the escrow to be divided equally by Buyer and Seller and paid at Closing. When the
157 exact amount of the taxes to be prorated under this Contract can be ascertained, the taxes shall be prorated by
158 Seller's attorney at the request of either Party and Seller's share of such tax liability after proration shall be paid
159 to Buyer from the escrow funds and the balance, if any, shall be paid to Seller. If Seller's obligation after such
160 proration exceeds the amount of the escrow funds, Seller agrees to pay such excess promptly upon demand.

161 c) Seller represents, if applicable, that as of Date of Acceptance Homeowner/Condominium Association(s) fees
162 are \$ _____ per _____ (and, if applicable, Master/Umbrella Association fees
163 are \$ _____ per _____). Seller agrees to pay prior to or at Closing the
164 remaining balance of any special assessments by the Association(s) confirmed prior to Date of Acceptance.

165 d) Special Assessment Area or Special Service Area installments due after the year of Closing shall not be
166 proratable items and shall be paid by Buyer, unless otherwise provided by ordinance or statute.

167 **13. ATTORNEY REVIEW:** Within five (5) Business Days after Date of Acceptance, the attorneys for the respective
168 Parties, by Notice, may:

169 a) Approve this Contract; or

170 b) Disapprove this Contract, which disapproval shall not be based solely upon the Purchase Price; or

171 c) Propose modifications to this Contract, except for the Purchase Price, which proposal shall be conclusively
172 deemed a counteroffer notwithstanding any language contained in any such proposal purporting to state the
173 proposal is not a counteroffer. If after expiration of ten (10) Business Days after Date of Acceptance written
174 agreement has not been reached by the Parties with respect to resolution of all proposed modifications, either
175 Party may terminate this Contract by serving Notice, whereupon this Contract shall be immediately deemed
176 terminated; or

177 d) Offer proposals specifically referring to this subparagraph d) which shall not be considered a counteroffer.
178 Any proposal not specifically referencing this subparagraph d) shall be deemed made pursuant to
179 subparagraph c) as a modification. If proposals made with specific reference to this subparagraph d) are not
180 agreed upon, **neither** Buyer nor Seller may declare this Contract null and void, and this Contract shall remain
181 in full force and effect.

182 **If Notice of disapproval or proposed modifications is not served within the time specified herein, the provisions**
183 **of this paragraph shall be deemed waived by the Parties and this Contract shall remain in full force and effect.**

Buyer Initial RA Buyer Initial _____

Address: _____

Seller Initial BDP Seller Initial _____

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184 If Notice of termination is given, said termination shall be absolute and the Contract rendered null and void
185 upon the giving of Notice, notwithstanding any language proffered by any Party purporting to permit unilateral
186 reinstatement by withdrawal of any proposal(s).

187 **14. AS-IS CONDITION – NO REPRESENTATIONS OR WARRANTIES OF THE PHYSICAL CONDITION OF THE REAL**
188 **ESTATE:** *[INITIAL IF APPLICABLE]*

189 _____ This Contract is for the sale and purchase of the Real Estate in its “AS IS” condition as of the
190 Date of Offer. Buyer acknowledges that no representations, warranties or guarantees with respect to the condition
191 of the Real Estate have been made by Seller or Seller’s Designated Agent other than those known defects, if any,
192 disclosed by Seller, except for those representations made in Paragraph 24. Buyer acknowledges that the warranty
193 provisions of Paragraph 7 as set forth on lines 65-66 do not apply to this Contract. Buyer waives any inspection
194 unless Paragraph 15 b) or c) is initialed.

195 **15. INSPECTIONS:** *[INITIAL ONLY ONE OF THE FOLLOWING SUBPARAGRAPHS a, b, OR c]*
196 **IF NO SUBPARAGRAPH IS INITIALED UNDER THIS SECTION, SUBPARAGRAPH a) SHALL APPLY.**

197 _____ **a) WAIVER OF PROFESSIONAL INSPECTIONS:** Buyer acknowledges the right to conduct inspections
198 of the Real Estate and hereby waives the right to conduct any such inspections of the Real Estate, and further agrees
199 that the provisions of subparagraphs b) and c) of this Paragraph shall not apply.

200 _____ **b) RIGHT TO INSPECTION WITH REQUESTS:** Buyer may conduct at Buyer’s expense (unless payment
201 for such expense is otherwise required by governmental regulation) any or all of the following inspections of the
202 Real Estate by one or more licensed or certified inspection services: home, radon, environmental, lead-based paint,
203 lead-based paint hazards or wood-destroying insect infestation, or any other inspections desired by Buyer in the
204 exercise of reasonable due diligence. Seller agrees to make all areas of the Real Estate accessible for inspection(s)
205 upon reasonable notice and to have all utilities turned on during the time of such inspections. Buyer shall indemnify
206 Seller and hold Seller harmless from and against any loss or damage caused by any acts of Buyer or any person
207 performing any inspection on behalf of Buyer.

208 1) The request for repairs shall cover only the major components of the Real Estate, limited to central heating
209 and cooling system(s), plumbing and well system, electrical system, roof, walls, windows, doors, ceilings,
210 floors, appliances and structural and mechanical components. A major component shall be deemed to be in
211 operating condition, and therefore not defective within the meaning of this paragraph, if it does not constitute
212 a current threat to health or safety, and performs the function for which it is intended, regardless of age or if it
213 is near or at the end of its useful life. Minor repairs, routine maintenance items and painting, decorating or
214 other items of a cosmetic nature, no matter the cost to remedy same, do not constitute defects, are not a part of
215 this contingency and shall not be a basis for the Buyer to cancel this Contract. **A request by Buyer for credits or**
216 **repairs in violation of the terms of this subparagraph shall allow Seller to declare this Contract terminated and**
217 **direct the return of Buyer’s Earnest Money.** If radon mitigation is performed, Seller shall pay for any retest.

218 2) Buyer shall serve Notice of any major component defects disclosed by any inspection for which Buyer
219 requests resolution by Seller within five (5) Business Days (ten (10) calendar days for a lead-based paint or lead-
220 based paint hazard inspection) after Date of Acceptance. **Buyer SHALL NOT send any portion of the**
221 **inspection report with the Notice provided under this subparagraph unless such inspection report, or any**
222 **part thereof, is specifically requested in writing by Seller or Seller’s attorney.** If after expiration of ten (10)
223 Business Days after Date of Acceptance written agreement has not been reached by the Parties with respect to
224 resolution of all inspection issues, either Party may terminate this Contract by serving Notice to the other Party,
225 whereupon this Contract shall be immediately deemed terminated.

226 3) Notwithstanding anything to the contrary set forth above in this paragraph, in the event the inspection
227 reveals that the condition of the Real Estate is unacceptable to Buyer and Buyer serves Notice to Seller within
228 five (5) Business Days after Date of Acceptance, this Contract shall be null and void. **Buyer SHALL NOT send**
229 **any portion of the inspection report with the Notice provided under this subparagraph unless such**
230 **inspection report, or any part thereof, is specifically requested in writing by Seller or Seller’s attorney.**

231 4) Failure of Buyer to conduct said inspection(s) and notify Seller within the time specified operates as a
232 waiver of Buyer's rights to terminate this Contract under this Paragraph 15 and this Contract shall remain
233 in full force and effect.

234 _____ c) **RIGHT TO INSPECTION WITH NO REQUESTS:** Buyer may conduct at Buyer's expense such
235 inspections as Buyer desires. In that event, Seller shall make the Real Estate available to Buyer's inspector at
236 reasonable times. Buyer shall indemnify Seller and hold Seller harmless from and against any loss or damage
237 caused by the acts of negligence of Buyer or any person performing any inspection. In the event the inspection
238 reveals that the condition of the Real Estate is unacceptable to Buyer and Buyer so notifies Seller within five (5)
239 Business Days after Date of Acceptance, this Contract shall be null and void. **Buyer SHALL NOT send any portion**
240 **of the inspection report with the Notice provided under this subparagraph unless such inspection report, or any**
241 **part thereof, is specifically requested in writing by Seller or Seller's attorney.** Failure of Buyer to notify Seller or
242 to conduct said inspection operates as a waiver of Buyer's right to terminate this Contract under this paragraph and this
243 Contract shall remain in full force and effect. A request by Buyer for credits or repairs in violation of the terms of this
244 subparagraph shall allow Seller to declare this Contract terminated and direct the return of Buyer's Earnest Money.

245 **16. ADDITIONAL INSPECTIONS NOT SUBJECT TO PARAGRAPH 14 AND 15:** *[INITIAL ALL APPLICABLE SUBPARAGRAPHS]*

246 _____ a) **WOOD DESTROYING INSECT INSPECTION:** Within fifteen (15) Business Days after Date of
247 Acceptance, Seller at Seller's expense shall deliver to Buyer a written report, dated not more than six (6) months
248 prior to the Date of Closing, by a licensed inspector certified by the appropriate state regulatory authority in the
249 subcategory of termites, stating that there is no visible evidence of active infestation by termites or other wood
250 destroying insects. Unless otherwise agreed between the Parties, if the report discloses evidence of active
251 infestation or structural damage, Buyer has the option within five (5) Business Days after receipt of the report to
252 proceed with the purchase or to declare this Contract null and void.

253 _____ b) **WELL OR SANITARY SYSTEM INSPECTION:** Notwithstanding anything in the preceding
254 paragraph, Seller shall obtain at Seller's expense a well water test stating that the well delivers not less than five (5)
255 gallons of water per minute and including a bacteria and nitrate test and/or a septic report from the applicable
256 County Health Department, a Licensed Environmental Health Practitioner, or a Licensed Private Sewage System
257 Installation Contractor, each dated not more than ninety (90) days prior to Closing, stating that the well and water
258 supply and the private sanitary system are in operating condition with no defects noted. Seller shall remedy any
259 defect or deficiency disclosed by said report(s) prior to Closing, provided that if the cost of remedying a defect or
260 deficiency and the cost of landscaping together exceed \$5,000, and if the Parties cannot reach agreement regarding
261 payment of such additional cost, this Contract may be terminated by either Party. Additional testing recommended
262 by the report shall be obtained at the Seller's expense. If the report recommends additional testing after Closing,
263 the Parties shall have the option of establishing an escrow with a mutual cost allocation for necessary repairs or
264 replacements, or either Party may terminate this Contract prior to Closing. Seller shall deliver a copy of such
265 evaluation(s) to Buyer not less than ten (10) Business Days prior to Closing.

266 **17. CONDOMINIUM/Common Interest Associations:** *[IF APPLICABLE]* The Parties agree that the terms contained
267 in this paragraph, which may be contrary to other terms of this Contract, shall supersede any conflicting terms, and
268 shall apply to property subject to the Illinois Condominium Property Act and the Common Interest Community
269 Association Act or other applicable state association law ("Governing Law").

270 a) Title when conveyed shall be good and merchantable, subject to terms and provisions of the Declaration of
271 Condominium/Covenants, Conditions and Restrictions ("Declaration/CCRs") and all amendments; public and
272 utility easements including any easements established by or implied from the Declaration/CCRs or
273 amendments thereto; party wall rights and agreements; limitations and conditions imposed by the Governing
274 Law; installments due after the date of Closing of general assessments established pursuant to the Declaration/CCRs.

275 b) Seller shall be responsible for payment of all regular assessments due and levied prior to Closing and for all
276 special assessments confirmed prior to Date of Acceptance.

Buyer Initial RA Buyer Initial _____

Address: _____

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Seller Initial BDP Seller Initial _____

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- 277 c) Seller shall notify Buyer of any proposed special assessment or increase in any regular assessment between Date
278 of Acceptance and Closing. The Parties shall have three (3) Business Days after receipt of Notice to reach agreement
279 relative to payment thereof. Absent such agreement either Party may declare the Contract null and void.
- 280 d) Seller shall, within ten (10) Business Days after Date of Acceptance, apply for those items of disclosure upon
281 sale as described in the Governing Law, and provide same in a timely manner, but no later than the time period
282 provided for by law. This Contract is subject to the condition that Seller be able to procure and provide to Buyer
283 a release or waiver of any right of first refusal or other pre-emptive rights to purchase created by the
284 Declaration/CCRs. In the event the Condominium Association requires the personal appearance of Buyer or
285 additional documentation, Buyer agrees to comply with same.
- 286 e) In the event the documents and information provided by Seller to Buyer disclose that the existing
287 improvements are in violation of existing rules, regulations or other restrictions or that the terms and conditions
288 contained within the documents would unreasonably restrict Buyer's use of the Real Estate or would result in
289 financial obligations unacceptable to Buyer in connection with owning the Real Estate, then Buyer may declare
290 this Contract null and void by giving Notice to Seller within five (5) Business Days after the receipt of the
291 documents and information required by this paragraph, listing those deficiencies which are unacceptable to
292 Buyer. If Notice is not served within the time specified, Buyer shall be deemed to have waived this contingency,
293 and this Contract shall remain in full force and effect.
- 294 f) Seller shall provide a certificate of insurance showing Buyer and Buyer's mortgagee, if any, as an insured.

295 **18. THE DEED:** Seller shall convey or cause to be conveyed to Buyer or Buyer's designated grantee good and
296 merchantable title to the Real Estate by recordable Warranty Deed, with release of homestead rights, (or the
297 appropriate deed if title is in trust or in an estate), and with real estate transfer stamps to be paid by Seller (unless
298 otherwise designated by local ordinance). Title when conveyed will be good and merchantable, subject only to:
299 covenants, conditions and restrictions of record and building lines and easements, if any, provided they do not
300 interfere with the current use and enjoyment of the Real Estate; and general real estate taxes not due and payable
301 at the time of Closing.

302 **19. MUNICIPAL ORDINANCE, TRANSFER TAX, AND GOVERNMENTAL COMPLIANCE:**

- 303 a) The Parties are cautioned that the Real Estate may be situated in a municipality that has adopted a pre-
304 closing inspection or disclosure requirement, municipal Transfer Tax or other similar ordinances. Cost of
305 transfer taxes, inspection fees, and any repairs required by an inspection pursuant to municipal ordinance shall
306 be paid by the Party designated in such ordinance unless otherwise agreed to by the Parties.
- 307 b) The Parties agree to comply with the reporting requirements of the applicable sections of the Internal
308 Revenue Code, the Foreign Investment in Real Property Tax Act (FIRPTA), and the Real Estate Settlement
309 Procedures Act of 1974, as amended.

310 **20. TITLE:** At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within
311 customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title
312 commitment for an ALTA title insurance policy in the amount of the Purchase Price with extended coverage by a
313 title company licensed to operate in the State of Illinois, issued on or subsequent to Date of Acceptance, subject only
314 to items listed in Paragraph 18 and shall cause a title policy to be issued with an effective date as of Closing. The
315 requirement to provide extended coverage shall not apply if the Real Estate is vacant land. The commitment for
316 title insurance furnished by Seller will be presumptive evidence of good and merchantable title as therein shown,
317 subject only to the exceptions therein stated. **If the title commitment discloses any unpermitted exceptions or if**
318 **the Plat of Survey shows any encroachments or other survey matters that are not acceptable to Buyer, then Seller**
319 **shall have said exceptions, survey matters or encroachments removed, or have the title insurer commit to either**
320 **insure against loss or damage that may result from such exceptions or survey matters or insure against any court-**
321 **ordered removal of the encroachments.** If Seller fails to have such exceptions waived or insured over prior to Closing,
322 Buyer may elect to take title as it then is with the right to deduct from the Purchase Price prior encumbrances of a definite

Buyer Initial RA Buyer Initial _____

Address: _____

Seller Initial BDP Seller Initial _____

323 or ascertainable amount. Seller shall furnish to Buyer at Closing an Affidavit of Title covering the date of Closing, and
324 shall sign any other customary forms required for issuance of an ALTA Insurance Policy.

325 **21. PLAT OF SURVEY:** Not less than one (1) Business Day prior to Closing, except where the Real Estate is a
326 condominium, Seller shall, at Seller's expense, furnish to Buyer or Buyer's attorney a Plat of Survey that conforms
327 to the current Minimum Standard of Practice for boundary surveys, is dated not more than six (6) months prior to
328 the date of Closing, and is prepared by a professional land surveyor licensed to practice land surveying under the
329 laws of the State of Illinois. The Plat of Survey shall show visible evidence of improvements, rights of way,
330 easements, use and measurements of all parcel lines. The land surveyor shall set monuments or witness corners at
331 all accessible corners of the land. **All such corners shall also be visibly staked or flagged.** The Plat of Survey shall
332 include the following statement placed near the professional land surveyor's seal and signature: "This professional
333 service conforms to the current Illinois Minimum Standards for a boundary survey." A Mortgage Inspection, as
334 defined, is not a boundary survey and is not acceptable.

335 **22. DAMAGE TO REAL ESTATE OR CONDEMNATION PRIOR TO CLOSING:** If prior to delivery of the deed the Real
336 Estate shall be destroyed or materially damaged by fire or other casualty, or the Real Estate is taken by
337 condemnation, then Buyer shall have the option of either terminating this Contract (and receiving a refund of
338 Earnest Money) or accepting the Real Estate as damaged or destroyed, together with the proceeds of the
339 condemnation award or any insurance payable as a result of the destruction or damage, which gross proceeds Seller
340 agrees to assign to Buyer and deliver to Buyer at Closing. Seller shall not be obligated to repair or replace damaged
341 improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be
342 applicable to this Contract, except as modified by this paragraph.

343 **23. CONDITION OF REAL ESTATE AND INSPECTION:** Seller agrees to leave the Real Estate in broom clean condition.
344 All refuse and personal property that is not to be conveyed to Buyer shall be removed from the Real Estate at Seller's
345 expense prior to delivery of Possession. Buyer shall have the right to inspect the Real Estate, fixtures and included
346 Personal Property prior to Possession to verify that the Real Estate, improvements and included Personal Property
347 are in substantially the same condition as of Date of Acceptance, normal wear and tear excepted.

348 **24. SELLER REPRESENTATIONS REGARDING NOTIFICATIONS AND KNOWLEDGE:** Seller's representations contained
349 in this paragraph shall survive the Closing. Seller represents that with respect to the Real Estate, Seller is not aware
350 of, nor has Seller received any written notification from any association or governmental entity regarding:

- 351 a) zoning, building, fire or health code violations that have not been corrected;
- 352 b) any pending rezoning;
- 353 c) boundary line disputes;
- 354 d) any pending condemnation or Eminent Domain proceeding;
- 355 e) easements or claims of easements not shown on the public records;
- 356 f) any hazardous waste on the Real Estate;
- 357 g) real estate tax exemption(s) to which Seller is not lawfully entitled;
- 358 h) any improvements to the Real Estate for which the required initial and final permits were not obtained;
- 359 i) any improvements to the Real Estate which are not included in full in the determination of the most recent
360 tax assessment;
- 361 j) any improvements to the Real Estate which are eligible for the home improvement tax exemption;
- 362 k) any proposed, unconfirmed or pending special assessment affecting the Real Estate by any association; or
- 363 l) any special assessment by a governmental entity which has not been paid in full by Seller.

364 All Seller representations shall be deemed re-made as of Closing. If prior to Closing Seller becomes aware of matters
365 that require modification of the representations previously made in this Paragraph 24, Seller shall promptly notify
366 Buyer. If the matters specified in such Notice are not resolved prior to Closing, Buyer may terminate this Contract
367 by Notice to Seller and this Contract shall be null and void.

Buyer Initial RA Buyer Initial _____

Seller Initial BDP Seller Initial _____

Address: _____

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368 **25. BUSINESS DAYS/HOURS:** Business Days are defined as Monday through Friday, excluding Federal holidays.
369 Business Hours are defined as 8 a.m. to 6 p.m. Chicago time. In the event the Closing or Financing Contingency
370 Date described in this Contract does not fall on a Business Day, such date shall be the next Business Day.

371 **26. ELECTRONIC OR DIGITAL SIGNATURES:** Facsimile or digital signatures shall be sufficient for purposes of
372 executing, negotiating, finalizing, and amending this Contract, and delivery thereof by one of the following
373 methods shall be deemed delivery of this Contract containing original signature(s). An acceptable facsimile
374 signature may be produced by scanning an original, hand-signed document and transmitting same by electronic
375 means. An acceptable digital signature may be produced by use of a qualified, established electronic security
376 procedure mutually agreed upon by the Parties. Transmissions of a digitally signed copy hereof shall be by an
377 established, mutually acceptable electronic method, such as creating a PDF ("Portable Document Format")
378 document incorporating the digital signature and sending same by electronic mail.

379 **27. DIRECTION TO ESCROWEE:** In every instance where this Contract shall be deemed null and void or if this
380 Contract may be terminated by either Party, the following shall be deemed incorporated: "and Earnest Money
381 refunded upon the joint written direction by the Parties to Escrowee or upon an entry of an order by a court of
382 competent jurisdiction."

383 In the event either Party has declared the Contract null and void or the transaction has failed to close as provided
384 for in this Contract and if Escrowee has not received joint written direction by the Parties or such court order, the
385 Escrowee may elect to proceed as follows:

386 a) If the Escrowee is a licensed Illinois real estate brokerage, Escrowee may give written Notice to the Parties
387 as provided for in this Contract at least fourteen (14) days prior to the date of intended disbursement of Earnest
388 Money indicating the manner in which Escrowee intends to disburse in the absence of any written objection. If
389 no written objection is received by the date indicated in the Notice then Escrowee shall distribute the Earnest
390 Money as indicated in the written Notice to the Parties. **If any Party objects in writing** to the intended
391 disbursement of Earnest Money then Earnest Money shall be held until receipt of joint written direction from
392 all Parties or until receipt of an order of a court of competent jurisdiction.

393 b) Escrowee may file a Suit for Interpleader and deposit any funds held into the Court for distribution after
394 resolution of the dispute between Seller and Buyer by the Court. Escrowee may retain from the funds deposited
395 with the Court the amount necessary to reimburse Escrowee for court costs and reasonable attorney's fees
396 incurred due to the filing of the Interpleader. If the amount held in escrow is inadequate to reimburse Escrowee
397 for the costs and attorney's fees, Buyer and Seller shall jointly and severally indemnify Escrowee for additional
398 costs and fees incurred in filing the Interpleader action.

399 **28. NOTICE:** Except as provided in Paragraph 31 c) 2) regarding the manner of service for "kick-out" Notices, all
400 Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to any
401 one of the multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner:

- 402 a) By personal delivery; or
403 b) By mailing to the addresses recited herein on Page 14 by regular mail and by certified mail, return receipt
404 requested. Except as otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or
405 c) By facsimile transmission. Notice shall be effective as of date and time of the transmission, provided that the
406 Notice transmitted shall be sent on Business Days during Business Hours. In the event Notice is transmitted during
407 non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission; or
408 d) By e-mail transmission if an e-mail address has been furnished by the recipient Party or the recipient Party's
409 attorney to the sending Party or is shown in this Contract. Notice shall be effective as of date and time of e-mail
410 transmission, provided that, in the event e-mail Notice is transmitted during non-business hours, the effective date
411 and time of Notice is the first hour of the next Business Day after transmission. An attorney or Party may opt out
412 of future e-mail Notice by any form of Notice provided by this Contract; or

Buyer Initial RA Buyer Initial _____

Address: _____

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Seller Initial BDP Seller Initial _____

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- e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day following deposit with the overnight delivery company.
- f) If a Party fails to provide contact information herein, as required, Notice may be served upon the Party's Designated Agent in any of the manners provided above.
- g) The Party serving a Notice shall provide courtesy copies to the Parties' Designated Agents. Failure to provide such courtesy copies shall not render Notice invalid.

29. PERFORMANCE: Time is of the essence of this Contract. In any action arising out of or relating to this Contract, including but not limited to any claims or causes of action in law or in equity, the Parties are free to pursue any legal remedies available and the prevailing party in such litigation shall be entitled to collect reasonable attorney fees and costs from the non-prevailing party, as ordered by a court of competent jurisdiction.

THE FOLLOWING NUMBERED PARAGRAPHS ARE A PART OF THIS CONTRACT ONLY IF INITIALED BY THE PARTIES.

30. CONFIRMATION OF DUAL AGENCY: The Parties confirm that they have previously consented to _____ [LICENSEE] acting as a Dual Agent in providing brokerage services on their behalf and specifically consent to Licensee acting as a Dual Agent with regard to the transaction referred to in this Contract.

31. SALE OF BUYER'S REAL ESTATE:

a) REPRESENTATIONS ABOUT BUYER'S REAL ESTATE: Buyer represents to Seller as follows:

1) Buyer owns real estate (hereinafter referred to as "Buyer's Real Estate") with the address of:

_____	_____	_____	_____
Address	City	State	Zip

2) Buyer [CHECK ONE] ☐ has ☐ has not entered into a contract to sell Buyer's Real Estate.

If Buyer has entered into a contract to sell Buyer's Real Estate, that contract:

a) [CHECK ONE] ☐ is ☐ is not subject to a financing contingency.

b) [CHECK ONE] ☐ is ☐ is not subject to a real estate sale contingency.

c) [CHECK ONE] ☐ is ☐ is not subject to a real estate closing contingency.

3) Buyer [CHECK ONE] ☐ has ☐ has not publicly listed Buyer's Real Estate for sale with a licensed real estate brokerage and in a local multiple listing service.

4) If Buyer's Real Estate is not publicly listed for sale with a licensed real estate brokerage and in a local multiple listing service, Buyer [CHECK ONE]:

a) ☐ Shall publicly list real estate for sale with a licensed real estate brokerage who will place it in a local multiple listing service within five (5) Business Days after Date of Acceptance.

[FOR INFORMATION ONLY] Brokerage: _____

Brokerage's Address: _____ Phone: _____

b) ☐ Does not intend to list Buyer's Real Estate for sale with a licensed real estate brokerage.

b) CONTINGENCIES BASED UPON SALE AND/OR CLOSING OF REAL ESTATE:

1) This Contract is contingent upon Buyer having entered into a contract for the sale of Buyer's Real Estate that is in full force and effect as of _____, 20 _____. Such contract should provide for a closing date not later than the Closing Date set forth in this Contract. **If Notice is served on or before the date set forth in this subparagraph that Buyer has not procured a contract for the sale of Buyer's Real Estate, this Contract shall be null and void. If Notice that Buyer has not procured a contract for the sale of Buyer's Real Estate is not served on or before the close of business on the date set forth in this subparagraph, Buyer shall be deemed to have waived all contingencies contained in this Paragraph 31, and this Contract shall remain in full force and effect. (If this paragraph is used, then the following paragraph must be completed.)**

2) In the event Buyer has entered into a contract for the sale of Buyer's Real Estate as set forth in Paragraph 31 b) 1) and that contract is in full force and effect, or has entered into a contract for the sale of Buyer's Real Estate prior to the execution of this Contract, this Contract is contingent upon Buyer closing the sale of Buyer's Real

Buyer Initial RA Buyer Initial _____

Address: _____

Seller Initial BDP Seller Initial _____

Estate on or before _____, 20 _____. If Notice that Buyer has not closed the sale of Buyer's Real Estate is served before the close of business on the next Business Day after the date set forth in the preceding sentence, this Contract shall be null and void. If Notice is not served as described in the preceding sentence, Buyer shall have deemed to have waived all contingencies contained in this Paragraph 31, and this Contract shall remain in full force and effect.

- 3) If the contract for the sale of Buyer's Real Estate is terminated for any reason after the date set forth in Paragraph 31 b) 1) (or after the date of this Contract if no date is set forth in Paragraph 31 b) 1)), Buyer shall, within three (3) Business Days after such termination, notify Seller of said termination. **Unless Buyer, as part of said Notice, waives all contingencies in Paragraph 31 and complies with Paragraph 31 d), this Contract shall be null and void as of the date of Notice. If Notice as required by this subparagraph is not served within the time specified, Buyer shall be in default under the terms of this Contract.**

c) SELLER'S RIGHT TO CONTINUE TO OFFER REAL ESTATE FOR SALE: During the time of this contingency, Seller has the right to continue to show the Real Estate and offer it for sale subject to the following:

- 1) If Seller accepts another bona fide offer to purchase the Real Estate while contingencies expressed in Paragraph 31 b) are in effect, Seller shall notify Buyer in writing of same. Buyer shall then have _____ hours after Seller gives such Notice to waive the contingencies set forth in Paragraph 31 b), subject to Paragraph 31 d).
- 2) Seller's Notice to Buyer (commonly referred to as a "kick-out" Notice) shall be in writing and shall be served on Buyer, not Buyer's attorney or Buyer's Real Estate Agent. Courtesy copies of such "kick-out" Notice should be sent to Buyer's attorney and Buyer's Real Estate Agent, if known. Failure to provide such courtesy copies shall not render Notice invalid. Notice to any one of a multiple-person Buyer shall be sufficient Notice to all Buyers. Notice for the purpose of this subparagraph only shall be served upon Buyer in the following manner:
 - a) By personal delivery effective at the time and date of personal delivery; or
 - b) By mailing to the address recited herein for Buyer by regular mail and by certified mail. Notice shall be effective at 10 a.m. on the morning of the second day following deposit of Notice in the U.S. Mail; or
 - c) By commercial delivery overnight (e.g., FedEx). Notice shall be effective upon delivery or at 4 p.m. Chicago time on the next delivery day following deposit with the overnight delivery company, whichever first occurs.
- 3) If Buyer complies with the provisions of Paragraph 31 d) then this Contract shall remain in full force and effect.
- 4) If the contingencies set forth in Paragraph 31 b) are NOT waived in writing within said time period by Buyer, this Contract shall be null and void.
- 5) Except as provided in Paragraph 31 c) 2) above, all Notices shall be made in the manner provided by Paragraph 28 of this Contract.
- 6) Buyer waives any ethical objection to the delivery of Notice under this paragraph by Seller's attorney or representative.

d) WAIVER OF PARAGRAPH 31 CONTINGENCIES: Buyer shall be deemed to have waived the contingencies in Paragraph 31 b) when Buyer has delivered written waiver and deposited with the Escrowee additional earnest money in the amount of \$ _____ in the form of a cashier's or certified check within the time specified. **If Buyer fails to deposit the additional earnest money within the time specified, the waiver shall be deemed ineffective and this Contract shall be null and void.**

e) BUYER COOPERATION REQUIRED: Buyer authorizes Seller or Seller's agent to verify representations contained in Paragraph 31 at any time, and Buyer agrees to cooperate in providing relevant information.

32. CANCELLATION OF PRIOR REAL ESTATE CONTRACT: [INITIAL APPLICABLE SUBPARAGRAPHS]

- a) In the event Seller has entered into a prior real estate contract that is contingent upon the sale or closing of the sale of purchaser's real estate, this Contract shall be subject to written cancellation of the prior contract on or before _____, 20 _____. Seller's notice to the purchaser under the prior contract should not be served until after Attorney Review and Professional Inspections provisions of this Contract have expired, been satisfied or waived.

Buyer Initial RA Buyer Initial _____

Address: _____

Seller Initial BDP Seller Initial _____

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504 ____ b) In the event Seller has entered into a prior real estate contract that is NOT contingent upon
505 the sale or closing of the sale of purchaser's real estate, this Contract shall be subject to written cancellation of the
506 prior contract on or before ____, 20 _____. Except for requirement of the deposit of Earnest
507 Money, the number of Business Days available for the performance of any obligation under this Contract shall not
508 be measured from the Date of Acceptance of this Contract but shall be measured from the date that Seller delivers
509 Notice to Buyer that the prior real estate contract has been cancelled.

510 ____ c) In the event Buyer has entered into a prior contract for the purchase of other real estate
511 ("Buyer's Prior Contract"), this Contract shall be contingent upon the Notice by Buyer to Seller on or before
512 ____, 20 ____ that Buyer's Prior Contract has been terminated.

513 **In the event any prior real estate contract referred to in this paragraph is not cancelled on or before the date**
514 **specified in the applicable subparagraph above, this Contract shall be null and void.**

515 ____ **33. HOME WARRANTY POLICY:** Seller shall provide at no expense to Buyer a Home Warranty
516 Policy at a cost of \$ _____. Evidence of a fully pre-paid policy shall be delivered at Closing.

517 ____ **34. ALTERNATIVE ENERGY:** There are: ☐ Solar Panels ☐ Other: _____
518 _____ which are [CHECK ONE]:

519 ☐ Owned by Seller with no further financial obligations;

520 ☐ Owned, but subject to a financing agreement with remaining payment(s) of \$ _____ which shall be:

521 ☐ Paid in full by Seller not later than Closing, or ☐ Assumed by Buyer;

522 ☐ Rented with a monthly payment of \$ _____.

523 Seller shall provide to Buyer not later than three (3) Business Days after Date of Acceptance, copies of all
524 documentation regarding solar panels or other sources of energy to the premises including purchase agreements,
525 financing agreements or rental agreements and electricity supply agreements. Buyer may declare this Contract null
526 and void by giving Notice to Seller not later than three (3) Business Days after the receipt of the documents and
527 information required by this paragraph. If the documents are inconsistent with the representations in this paragraph
528 or the agreements cannot be terminated or assigned as of the Closing Date, the Buyer may cancel at any time.

529 ____ **35. POSSESSION AFTER CLOSING:** Possession shall be delivered no later than 11:59 p.m. on the
530 date that is [CHECK ONE] ☐ ____ days after the date of Closing or ☐ ____, 20 ____ ("the
531 Possession Date"). Seller shall be responsible for all utilities, contents and liability insurance, and home
532 maintenance expenses until delivery of possession. Seller shall deposit in escrow at Closing with an escrowee as
533 agreed, the sum of \$ _____ (if left blank, two percent (2%) of the Purchase Price) and disbursed as
534 follows:

535 a) The sum of \$ _____ per day to Buyer for use and occupancy from and including the day
536 after Closing to and including the day of delivery of Possession if on or before the Possession Date;

537 b) The amount per day equal to three (3) times the daily amount set forth herein shall be paid to Buyer for each
538 day after the Possession Date specified in this paragraph that Seller remains in possession of the Real Estate; and

539 c) The balance, if any, to Seller after delivery of Possession and provided that the terms of Paragraph 23 have
540 been satisfied. Seller's liability under this paragraph shall not be limited to the amount of the possession escrow
541 deposit referred to above. Nothing herein shall be deemed to create a Landlord/Tenant relationship between
542 the Parties.

543 ____ **36. SPECIFIED PARTY APPROVAL:** This Contract is contingent upon the approval of the Real
544 Estate by _____ Buyer's Specified Party, within five (5) Business Days after Date of Acceptance.
545 In the event Buyer's Specified Party does not approve of the Real Estate and Notice is given to Seller within the
546 time specified, this Contract shall be null and void. If Notice is not served within the time specified, this provision
547 shall be deemed waived by the Parties and this Contract shall remain in full force and effect.

Buyer Initial RA Buyer Initial _____

Address: _____

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548 _____ **37. CONTRACT ADDENDUMS:** The following addendums have been approved to be attached to
549 the Multi-Board Residential Real Estate Contract 8.0 and, if checked, are hereby incorporated into this Contract:

- 550 ☐ Appraisal Addendum
- 551 ☐ Multi-Unit (4 Units or fewer)
- 552 ☐ Reverse Contingency Addendum
- 553 ☐ Short Sale Addendum

552 [IDENTIFY BY TITLE]: _____
553 _____

554 _____ **38. MISCELLANEOUS PROVISIONS:** Buyer’s and Seller’s obligations are contingent upon the
555 Parties entering into a separate written agreement consistent with the terms and conditions set forth herein, and
556 with such additional terms as either Party may deem necessary, providing for one or more of the following:

557 [CHECK APPLICABLE BOXES]

- 558 ☐ Articles of Agreement for Deed
- 559 ☐ Tax-Deferred Exchange
- 560 ☐ Vacant Land
- 561 ☐ or Purchase Money Mortgage
- 562 ☐ Interest Bearing Account
- 563 ☐ Lease Purchase
- 564 ☐ Assumption of Seller’s Mortgage
- 565 ☐ Commercial / Investment
- 566 ☐ Cooperative Apartment
- 567 ☐ New Construction

562 Other: _____
563 _____

564 [THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]

565 THE PARTIES ACKNOWLEDGE THAT THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS AND IS SUBJECT TO
566 THE COVENANT OF GOOD FAITH AND FAIR DEALING IMPLIED IN ALL ILLINOIS CONTRACTS.
567 THIS DOCUMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND DELIVERED TO THE PARTIES OR THEIR AGENTS.
568 THE PARTIES REPRESENT THAT THE TEXT OF THIS COPYRIGHTED FORM HAS NOT BEEN ALTERED AND IS IDENTICAL TO THE OFFICIAL
569 MULTI-BOARD RESIDENTIAL REAL ESTATE CONTRACT 8.0.

570 _____
571 Date of Offer
572 Robert Anthony
573 Buyer Signature
574 _____
575 Buyer Signature
576 _____
577 Print Buyer(s) Name(s) [REQUIRED]
578 _____
579 Address [REQUIRED]
580 _____
581 City, State, Zip [REQUIRED]
582 _____
583 Phone E-mail

7/2/26
DATE OF ACCEPTANCE
Brad Dennison, President
Seller Signature

Seller Signature

Print Seller(s) Name(s) [REQUIRED]

Address [REQUIRED]

City, State, Zip [REQUIRED]

Phone E-mail

584 **FOR INFORMATION ONLY**

585 _____
586 Buyer's Brokerage MLS # State License #
587 _____
588 Address City Zip
589 _____
590 Buyer's Designated Agent MLS # State License #
591 _____
592 Phone Fax
593 _____
594 E-mail
595 _____
596 Buyer's Attorney E-mail
597 _____
598 Address City State Zip
599 _____
600 Phone Fax
601 _____
602 Mortgage Company Phone
603 _____
604 Loan Officer Phone/Fax
605 _____
606 Loan Officer E-mail

Seller's Brokerage MLS # State License #

Address City Zip

Seller's Designated Agent MLS # State License #

Phone Fax

E-mail

Seller's Attorney E-mail

Address City State Zip

Phone Fax

Homeowner's/Condo Association [IF ANY] Phone

Management Co./Other Contact Phone

Management Co./Other Contact E-mail

607 **Illinois Real Estate License Law requires all offers be presented in a timely manner; Buyer requests verification that this offer was presented.**
608 **Seller Rejection:** This offer was presented to Seller on _____, 20 _____ at _____ : _____ a.m. / p.m.
609 and rejected on _____, 20 _____ at _____ : _____ a.m. / p.m. _____ [SELLER INITIALS]

610 © 2025 Multi-Board Joint Venture. All rights reserved. **Unauthorized duplication or alteration of this form or any portion thereof is prohibited.** Official form available at www.irela.org (website of
611 Illinois Real Estate Lawyers Association). Approved by the following organizations, February 2025: · Chicago Association of REALTORS® · Chicago Bar Association · DuPage County Bar Association ·
612 Heartland REALTOR® Organization · Grundy County Bar Association · HomeTown Association of REALTORS® · Illinois Real Estate Lawyers Association · Illini Valley Association of REALTORS® · Kane
613 County Bar Association · Kankakee-Iroquois-Ford County Association of REALTORS® · Mainstreet Organization of REALTORS® · McHenry County Bar Association · North Shore-Barrington Association
614 of REALTORS® · North Suburban Bar Association · Northwest Suburban Bar Association · NorthWest Illinois Alliance of REALTORS® · Oak Park Area Association of REALTORS® · Ogle County Bar
615 Association · Quincy Association of REALTORS® · REALTOR® Association of the Fox Valley, Inc. · Three Rivers Association of REALTORS® · Will County Bar Association ·

RIDER TO REAL ESTATE CONTRACT

This Rider ("**Rider**") is made part of and incorporated into the Multi-Board Residential Real Estate Contract between the AFFORDABLE HOUSING CORPORATION OF LAKE COUNTY ("**Seller**") and CPAH CLT, LLC, ("**Buyer**") dated July 2, 2026 ("**Contract**") for the purchase and sale of the real estate commonly known as: 1500 Mccraren Road, Highland Park, IL 60035 ("**Property**").

Except as modified by this Rider, all of the terms and conditions contained in Contract remain in full force and effect. In the event of any conflict between the terms and conditions of this Rider and the terms and conditions of the Contract, the terms and conditions of this Rider shall prevail. Capitalized terms used but not defined in this Rider shall have the meanings given to them in the Sales Agreement.

Buyer and Seller acknowledge and agree as follows:

1. Buyer would like to purchase the property located at 1500 Mccraren Road, Highland Park, IL 60035 if a satisfactory agreement can be reached. Buyer is prepared to pay \$436,000, the Purchase Price listed in the Contract, for the Property under the conditions described in Contract. The following information is disclosed to Seller by Buyer for notification purposes only because federal funds may be used in the purchase:
 - a. The sale is voluntary. If Seller does not wish to sell, Buyer will not acquire the Property. Buyer does not have the power to acquire the Property by condemnation (i.e. eminent domain).
 - b. Buyer estimates the current market value of the property to be approximately \$436,000.

Since the purchase would be a voluntary, arm's length transaction, you would not be eligible for relocation payments or other relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), or any other law or regulation. Contract is made on the condition that no tenant will be permitted to occupy the property before the sale is completed.
2. Notwithstanding any other provision in Contract, Buyer shall have no obligation to purchase the Property, and no transfer of title to the Buyer may occur, unless and until Lake County has provided Buyer with a written determination, on the basis of a federally required environmental review and an approved request for release of federal funds, that purchase of the property by Buyer may proceed, subject to any other contingencies in Contract, or may proceed only if certain conditions to address issues in the environmental review shall be satisfied before or after the purchase of the Property. Lake County shall use its best efforts to conclude the environmental review of the property expeditiously. If Lake County has not approved such environmental review and authorized the Buyer to purchase the Property on or before 7/9/2026, then Seller may terminate the Contract by sending Buyer written notice.
3. In addition to Buyer's other rights herein, the Contract shall be subject to the following appraisal contingency. Buyer shall select an appraiser to perform one or more appraisals of the Real Estate. If any such appraisal is for less than the purchase price, Buyer shall have the right to request that Seller reduce the sales price of the Real Estate to a price not less than the appraised price. Seller shall accept or reject the revised price within three days from the date that the revised offer is delivered to Seller. If Seller does not accept the revised offer, Buyer shall have the right, but not the obligation, to terminate this Agreement without penalty upon notice to Seller, provided that such notice is given within three days of the Seller's rejection.

BUYER:

By: CPAH CLT, LLC, an IL limited liability company

By: Community Partners for Affordable Housing, an Illinois not for profit corporation, its sole member

Robert Anthony
Robert Anthony, President

SELLER:

By: Affordable Housing Corporation of Lake County

Printed Name: Brad Dennison, President

7/2/26
Date:

7-2-26
Date



Illinois REALTORS®
RESIDENTIAL REAL PROPERTY DISCLOSURE REPORT
(765 ILCS 77/35)

NOTICE: THE PURPOSE OF THIS REPORT IS TO PROVIDE PROSPECTIVE BUYERS WITH INFORMATION ABOUT MATERIAL DEFECTS IN THE RESIDENTIAL REAL PROPERTY BEFORE THE SIGNING OF A CONTRACT. THIS REPORT DOES NOT LIMIT THE PARTIES' RIGHT TO CONTRACT FOR THE SALE OF RESIDENTIAL REAL PROPERTY IN "AS IS" CONDITION. UNDER COMMON LAW, SELLERS WHO DISCLOSE MATERIAL DEFECTS MAY BE UNDER A CONTINUING OBLIGATION TO ADVISE THE PROSPECTIVE BUYERS ABOUT THE CONDITION OF THE RESIDENTIAL REAL PROPERTY EVEN AFTER THE REPORT IS DELIVERED TO THE PROSPECTIVE BUYER. COMPLETION OF THIS REPORT BY THE SELLER CREATES LEGAL OBLIGATIONS ON THE SELLER; THEREFORE SELLER MAY WISH TO CONSULT AN ATTORNEY PRIOR TO COMPLETION OF THIS REPORT.

Property Address: _____

City, State & Zip Code: _____

Seller's Name: _____

This Report is a disclosure of certain conditions of the residential real property listed above in compliance with the Residential Real Property Disclosure Act. This information is provided as of _____, 20____. The disclosures herein shall not be deemed warranties of any kind by the seller or any person representing any party in this transaction.

In this form, "aware" means to have actual notice or actual knowledge without any specific investigation or inquiry. In this form, a "material defect" means a condition that would have a substantial adverse effect on the value of the residential real property or that would significantly impair the health or safety of future occupants of the residential real property unless the seller reasonably believes that the condition has been corrected.

The seller discloses the following information with the knowledge that even though the statements herein are not deemed to be warranties, prospective buyers may choose to rely on this information in deciding whether or not and on what terms to purchase the residential real property.

The seller represents that to the best of his or her actual knowledge, the following statements have been accurately noted as "yes" (correct), "no" (incorrect), or "not applicable" to the property being sold. If the seller indicates that the response to any statement, except number 1, is yes or not applicable, the seller shall provide an explanation in the additional information area of this form.

	YES	NO	N/A	
1.	___	___	___	Seller has occupied the property within the last 12 months. (If "no," please identify capacity or explain relationship to property.) _____ _____ _____
2.	___	___	___	I currently have flood hazard insurance on the property.
3.	___	___	___	I am aware of flooding or recurring leakage problems in the crawl space or basement.
4.	___	___	___	I am aware that the property is located in a floodplain.
5.	___	___	___	I am aware of material defects in the basement or foundation (including cracks and bulges).
6.	___	___	___	I am aware of leaks or material defects in the roof, ceilings, or chimney.
7.	___	___	___	I am aware of material defects in the walls, windows, doors, or floors.
8.	___	___	___	I am aware of material defects in the electrical system.
9.	___	___	___	I am aware of material defects in the plumbing system (includes such things as water heater, sump pump, water treatment system, sprinkler system, and swimming pool).
10.	___	___	___	I am aware of material defects in the well or well equipment.
11.	___	___	___	I am aware of unsafe conditions in the drinking water.
12.	___	___	___	I am aware of material defects in the heating, air conditioning, or ventilating systems.
13.	___	___	___	I am aware of material defects in the fireplace or wood burning stove.
14.	___	___	___	I am aware of material defects in the septic, sanitary sewer, or other disposal system.
15.	___	___	___	I am aware of unsafe concentrations of radon on the premises.
16.	___	___	___	I am aware of unsafe concentrations of or unsafe conditions relating to asbestos on the premises.
17.	___	___	___	I am aware of unsafe concentrations of or unsafe conditions relating to lead paint, lead water pipes, lead plumbing pipes or lead in the soil on the premises.
18.	___	___	___	I am aware of mine subsidence, underground pits, settlement, sliding, upheaval, or other earth stability defects on the premises.
19.	___	___	___	I am aware of current infestations of termites or other wood boring insects.
20.	___	___	___	I am aware of a structural defect caused by previous infestations of termites or other wood boring insects.
21.	___	___	___	I am aware of underground fuel storage tanks on the property.
22.	___	___	___	I am aware of boundary or lot line disputes.
23.	___	___	___	I have received notice of violation of local, state or federal laws or regulations relating to this property, which violation has not been corrected.
24.	___	___	___	I am aware that this property has been used for the manufacture of methamphetamine as defined in Section 10 of the Methamphetamine Control and Community Protection Act.

Note: These disclosures are not intended to cover the common elements of a condominium, but only the actual residential real property including limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit.

Note: These disclosures are intended to reflect the current condition of the premises and do not include previous problems, if any, that the seller reasonably believes have been corrected.

If any of the above are marked "not applicable" or "yes", please explain here or use additional pages, if necessary: _____

Check here if additional pages used: _____

Seller certifies that seller has prepared this report and certifies that the information provided is based on the actual notice or actual knowledge of the seller without any specific investigation or inquiry on the part of the seller. The seller hereby authorizes any person representing any principal in this transaction to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

THE SELLER ACKNOWLEDGES THAT THE SELLER IS REQUIRED TO PROVIDE THIS DISCLOSURE REPORT TO THE PROSPECTIVE BUYER BEFORE THE SIGNING OF THE CONTRACT AND HAS A CONTINUING OBLIGATION, PURSUANT TO SECTION 30 OF THE RESIDENTIAL REAL PROPERTY DISCLOSURE ACT, TO SUPPLEMENT THIS DISCLOSURE PRIOR TO CLOSING.

Seller: Brad Dennison, President Date: _____

Seller: _____ Date: _____

THE PROSPECTIVE BUYER IS AWARE THAT THE PARTIES MAY CHOOSE TO NEGOTIATE AN AGREEMENT FOR THE SALE OF THE PROPERTY SUBJECT TO ANY OR ALL MATERIAL DEFECTS DISCLOSED IN THIS REPORT ("AS IS"). THIS DISCLOSURE IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PROSPECTIVE BUYER OR SELLER MAY WISH TO OBTAIN OR NEGOTIATE. **THE FACT THAT THE SELLER IS NOT AWARE OF A PARTICULAR CONDITION OR PROBLEM IS NO GUARANTEE THAT IT DOES NOT EXIST. THE PROSPECTIVE BUYER IS AWARE THAT THE PROSPECTIVE BUYER MAY REQUEST AN INSPECTION OF THE PREMISES PERFORMED BY A QUALIFIED PROFESSIONAL.**

Prospective Buyer: Robert Anthon Date: 7-7-26 Time: _____

Prospective Buyer: _____ Date: _____ Time: _____

A COPY OF SECTIONS 5 THROUGH 65 OF ARTICLE 2 OF THE RESIDENTIAL REAL PROPERTY DISCLOSURE ACT IS AFFIXED HERETO AND SHOULD BE REVIEWED BY PROSPECTIVE BUYER.

RESIDENTIAL REAL PROPERTY DISCLOSURE ACT

ARTICLE 2: DISCLOSURES

765 ILCS 77/5 *et seq.*

Section 5. Definitions: As used in this Act, unless the context otherwise requires the following terms have the meaning given in this section:

“Residential real property” means real property improved with not less than one nor more than four residential dwelling units: units in residential cooperatives; or, condominium units including the limited common elements allocated to the exclusive use thereof that form an integral part of the condominium unit. The term includes a manufactured home as defined in subdivision (53) of Section 9-102 of the Uniform Commercial Code that is real property as defined in the Conveyance and Encumbrance of Manufactured Homes as Real Property and Severance Act.

“Seller” means every person or entity who:

- (1) is a beneficiary of an Illinois land trust; or
- (2) has an interest, legal or equitable, in residential real property as:
 - i. an owner;
 - ii. a beneficiary of a trust;
 - iii. a beneficiary pursuant to testate disposition, intestate succession, or a transfer on death instrument; or
 - iv. a contract purchaser or lessee of a ground lease.

“Seller” does not include a party to a transfer that is exempt under Section 15 or a beneficiary who has both (i) never occupied the residential real property and (ii) never had management responsibility for the residential real property.

“Prospective buyer” means any person or entity negotiating or offering to become an owner or lessee of a ground lease of residential real property by means of a transfer for value to which this Act applies.

“Contract” means a written agreement by the seller and prospective buyer that would, subject to the satisfaction of any negotiated contingencies, require the prospective buyer to accept a transfer of the residential real property.

Section 10. Applicability. Except as provided in Section 15, this Act applies to any transfer by sale, exchange, installment land sale-contract, assignment of beneficial interest, lease with an option to purchase, ground lease or assignment of ground lease of residential real property.

Section 15. Seller Exemptions. A seller in any of the following transfers is exempt from this Act, regardless of whether a disclosure report is delivered:

(1) Transfers pursuant to court order, including, but not limited to, transfers ordered by a probate court in administration of an estate, transfers between spouses resulting from a judgment of dissolution of marriage or legal separation, transfers pursuant to an order of possession, transfers by a trustee in bankruptcy, transfers by eminent domain and transfers resulting from a decree for specific performance.

(2) Transfers from a mortgagor to a mortgagee by deed in lieu of foreclosure or consent judgment, transfer by judicial deed issued pursuant to a foreclosure sale to the successful bidder or the assignee of a certificate of sale, transfer by a collateral assignment of a beneficial interest of a land trust, or a transfer by a mortgagee or a successor in interest to the mortgagee’s secured position or a beneficiary under a deed in trust who has acquired the real property by deed in lieu of foreclosure, consent judgment or judicial deed issued pursuant to a foreclosure sale.

(3) Transfers by a fiduciary in the course of the administration of a decedent’s estate, guardianship, conservatorship, or trust. As used in this paragraph, “trust” includes an Illinois land trust.

(4) Transfers from one co-owner to one or more other co-owners.

(5) Transfers from a decedent pursuant to testate disposition, intestate succession, or a transfer on death instrument.

(6) Transfers made to a spouse, or to a person or persons in the lineal line of consanguinity of one or more of the sellers.

(7) Transfers from an entity that has taken title to residential real property from a seller for the purpose of assisting in the relocation of the seller, so long as the entity makes available to all prospective buyers a copy of the disclosure report furnished to the entity by the seller.

(8) Transfers to or from any governmental entity.

(9) Transfers of newly constructed residential real property that has never been occupied. This does not include rehabilitation of existing residential real property.

Section 20. Disclosure Report Requirements. A seller of residential real property shall complete all items in the disclosure report described in Section 35. The seller shall deliver to the prospective buyer the written disclosure report required by this Act before the signing of a contract.

Section 25. Liability of seller.

(a) The seller is not liable for any error, inaccuracy, or omission of any information delivered pursuant to this Act if (i) the seller had no knowledge of the error, inaccuracy, or omission, (ii) the error, inaccuracy, or omission was based on a reasonable belief that a material defect or other matter not disclosed had been corrected, or (iii) the error, inaccuracy, or omission was based on information provided by a public agency or by a licensed engineer, land surveyor, structural pest control operator, or by a contractor about matters within the scope of the contractor’s occupation and the seller had no knowledge of the error, inaccuracy, or omission.

(b) The seller shall disclose material defects of which the seller has actual knowledge.

(c) The seller is not obligated by this Act to make any specific investigation or inquiry in an effort to complete the disclosure statement.

Section 30. Disclosure report supplement. If, prior to closing, any seller becomes aware of an error, inaccuracy, or omission in any prior disclosure report or supplement after delivery of that disclosure report or supplement to a prospective buyer, that seller shall supplement the prior disclosure report or supplement with a written supplemental disclosure, delivered by any method set forth in Section 50.

Section 35. Disclosure report form. . . . [omitted]

Section 40. Material defect.

(a) If a seller discloses a material defect in the Residential Real Property Disclosure Report, including a response to any statement that is answered “yes” except numbers 1 and 2, and, in violation of Section 20, it is delivered to the prospective buyer after all parties have signed a contract, the prospective buyer, within 5 business days after receipt of that report, may terminate the contract or other agreement with the return of all earnest money deposits or down payments paid by the prospective buyer in the transaction without any liability to or recourse by the seller.

(b) If a seller discloses a material defect in a supplement to this disclosure report, the prospective buyer shall not have a right to terminate unless:

(i) the material defect results from an error, inaccuracy, or omission of which the seller had actual knowledge at the time the prior disclosure was completed and signed by the seller; (ii) the material defect is not repairable prior to closing; or (iii) the material defect is repairable

prior to closing, but within 5 business days after the delivery of the supplemental disclosure, the seller declines, or otherwise fails to agree in writing, to repair the material defect.

(c) The right to terminate the contract, however, shall no longer exist after the conveyance of the residential real property. For purposes of this Act the termination shall be deemed to be made when written notice of termination is delivered to at least one of the sellers by any method set forth in Section 50, at the contact information provided by any seller or indicated in the contract or other agreement. Nothing in subsection (a) or (b) shall limit the remedies available under the contract or Section 55.

Section 45. Other Law. This Act is not intended to limit remedies or modify any obligation to disclose created by any other statute or that may exist in common law in order to avoid fraud, misrepresentation, or deceit in the transaction.

Section 50. Delivery of disclosure report. Delivery of the Residential Real Property Disclosure Report provided by this Act shall be by:

(1) personal delivery or facsimile, email, or other electronic delivery to the prospective buyer at the contact information provided by the prospective buyer or indicated in the contract or other agreement;

(2) depositing the report with the United States Postal Service, postage prepaid, first class mail, addressed to the prospective buyer at the address provided by the prospective buyer or indicated on the contract or other agreement; or

(3) depositing the report with an alternative delivery service such as Federal Express or UPS, delivery charges prepaid, addressed to the prospective buyer at the address provided by the prospective buyer or indicated on the contract or other agreement.

For purposes of this Act, delivery to one prospective buyer is deemed delivery to all prospective buyers. Delivery to an authorized individual acting on behalf of a prospective buyer constitutes delivery to all prospective buyers. Delivery of the Report is effective upon receipt by the prospective buyer. Receipt may be acknowledged on the Report, in an agreement for the conveyance of the residential real property, or shown in any other verifiable manner.

Section 55. Violations and damages. If the seller fails or refuses to provide the disclosure report prior to the conveyance of the residential real property, the prospective buyer shall have the right to terminate the contract. A seller who knowingly violates or fails to perform any duty prescribed by any provision of this Act or who discloses any information on the Residential Real Property Disclosure Report that the seller knows to be false shall be liable in the amount of actual damages and court costs, and the court may award reasonable attorney's fees incurred by the prevailing party.

Section 60. Limitation of Action. No action for violation of this Act may be commenced later than one year from the earlier of the date of possession, date of occupancy or date of recording of an instrument of conveyance of the residential real property.

Section 65. Disclosure Report Form; Contents; Copy of Act. A copy of Sections 5 through 65 of Article 2 of this Act, excluding Section 35, must be printed on or as a part of the Residential Real Property Disclosure Report form.

Date provided to Buyer: _____

Seller: Brad Dennison, President

RIDER TO REAL ESTATE CONTRACT

This Rider ("**Rider**") is made part of and incorporated into the Multi-Board Residential Real Estate Contract between the AFFORDABLE HOUSING CORPORATION OF LAKE COUNTY ("**Seller**") and CPAH CLT, LLC, ("**Buyer**") dated December 12, 2025 ("**Contract**") for the purchase and sale of the real estate commonly known as: 1342 Ferndale Ave, Highland Park, IL 60035 ("**Property**").

Except as modified by this Rider, all of the terms and conditions contained in Contract remain in full force and effect. In the event of any conflict between the terms and conditions of this Rider and the terms and conditions of the Contract, the terms and conditions of this Rider shall prevail. Capitalized terms used but not defined in this Rider shall have the meanings given to them in the Sales Agreement.

Buyer and Seller acknowledge and agree as follows:

1. Buyer would like to purchase the property located at 1342 Ferndale Ave, Highland Park, IL 60035 if a satisfactory agreement can be reached. Buyer is prepared to pay \$465,000, the Purchase Price listed in the Contract, for the Property under the conditions described in Contract. The following information is disclosed to Seller by Buyer for notification purposes only because federal funds may be used in the purchase:
 - a. The sale is voluntary. If Seller does not wish to sell, Buyer will not acquire the Property. Buyer does not have the power to acquire the Property by condemnation (i.e. eminent domain).
 - b. Buyer estimates the current market value of the property to be approximately \$465,000.Since the purchase would be a voluntary, arm's length transaction, you would not be eligible for relocation payments or other relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), or any other law or regulation. Contract is made on the condition that no tenant will be permitted to occupy the property before the sale is completed.
2. Notwithstanding any other provision in Contract, Buyer shall have no obligation to purchase the Property, and no transfer of title to the Buyer may occur, unless and until Lake County has provided Buyer with a written determination, on the basis of a federally required environmental review and an approved request for release of federal funds, that purchase of the property by Buyer may proceed, subject to any other contingencies in Contract, or may proceed only if certain conditions to address issues in the environmental review shall be satisfied before or after the purchase of the Property. Lake County shall use its best efforts to conclude the environmental review of the property expeditiously. If Lake County has not approved such environmental review and authorized the Buyer to purchase the Property on or before January 31, 2026, then Seller may terminate the Contract by sending Buyer written notice.
3. In addition to Buyer's other rights herein, the Contract shall be subject to the following appraisal contingency. Buyer shall select an appraiser to perform one or more appraisals of the Real Estate. If any such appraisal is for less than the purchase price, Buyer shall have the right to request that Seller reduce the sales price of the Real Estate to a price not less than the appraised price. Seller shall accept or reject the revised price within three days from the date that the revised offer is delivered to Seller. If Seller does not accept the revised offer, Buyer shall have the right, but not the obligation, to terminate this Agreement without penalty upon notice to Seller, provided that such notice is given within three days of the Seller's rejection.

BUYER:

By: CPAH CLT, LLC, an IL limited liability company

By: Community Partners for Affordable Housing, an Illinois not for profit corporation, its sole member

Robert Anthony
Robert Anthony, President

12-12-25
Date

SELLER:

Brad Dennison, President

Printed Name: Brad Dennison, President
The Affordable Housing Corporation of Lake County

12/12/25
Date:

2025 HOME INVESTMENT PARTNERSHIPS AGREEMENT

THIS HOME INVESTMENT PARTNERSHIPS PROGRAM AGREEMENT ("Agreement"), made this 13th day of April 2026, is between the LAKE COUNTY CONSORTIUM, Illinois, a consortium composed of the Cities of North Chicago, Illinois and Waukegan Illinois, and the lead entity Lake County, a body politic and corporate, having a principal place of business at 18 North County Street, Waukegan, IL 60085 ("Participating Jurisdiction" or "PJ") and **Community Partners for Affordable Housing**, an Illinois Nonprofit Corporation, Lake County designated Community Housing Development Organization ("CHDO"), and Project Developer having a principal place of business at 800 S. Milwaukee Ave., Suite 201, Libertyville, IL 60048 ("DEVELOPER"). This Agreement shall become effective upon the date it is executed by the Community Development Administrator and authorized representative of DEVELOPER, and no work shall commence prior to such execution.

WHEREAS, the Consortium has received an allocation under Title II of the Cranston-Gonzalez National Affordable Housing Act, also known as the HOME Investment Partnerships Act ("ACT"), from the United States Department of Housing and Urban Development, ("HUD") and governed by the federal regulations published at 24 CFR Part 92: HOME Investment Partnerships Program ("24 CFR Part 92," "HOME RULE"); and

WHEREAS, pursuant to the terms of the grant, PJ is required to undertake certain activities to provide and expand the supply of decent, safe, and sanitary affordable housing in its jurisdiction; and

WHEREAS, DEVELOPER submitted an application for consideration of a HOME-assisted housing project and the PJ conducted a competitive application and review process, thereafter the PJ awarded HOME funds to DEVELOPER for the Project; and

WHEREAS, pursuant to 24 CFR 92.300 not less than fifteen percent (15%) of the PJ's total HOME allocation is to be invested in housing to be developed, owned or sponsored by eligible CHDOs; and

WHEREAS, pursuant to 24 CFR 92.300, DEVELOPER has been certified as a CHDO for the HOME 2025 Program Year; and

WHEREAS, pursuant to 24 CFR 92.300, DEVELOPER is completing this Project as a certified CHDO in a Developer role and thus PJ desires to enter into an agreement and commit funding for this project from PJ's CHDO Reserve, and DEVELOPER will conduct the scope of work as per this Agreement and HOME Program CHDO requirements; and

WHEREAS, PJ and DEVELOPER enter into this Agreement pursuant to their respective powers to enter into such agreements, as those powers are defined in the Illinois Constitution and applicable statutes.

NOW, THEREFORE, all recitals set forth above are incorporated herein and made a part hereof, the same constituting the factual basis for this Agreement, PJ and DEVELOPER do mutually agree as follows:

1. SCOPE OF SERVICES AND USE OF HOME FUNDS

- A. The express purpose of this Agreement is to provide DEVELOPER with a forgivable, deferred loan of HOME funds, which will be used by DEVELOPER to execute a homebuyer acquisition and sale Project consisting of one (1) housing unit, utilizing the community land trust housing model, pursuant to 24 CFR Part 92. Specific Activities shall be located in Lake Forest and Highland Park, Illinois and conform to the requirements of the Neighborhood Standards and Market Need requirements as prescribed in this Agreement.
- B. This Project shall receive a maximum of One Hundred Forty-Two Thousand Five Hundred Forty Five and no/100 dollars (\$142,545.00) to be paid in the manner set forth in this Agreement. DEVELOPER shall receive a maximum of One Hundred Forty Two Thousand Five Hundred Forty-Five and no/100 dollars (\$142,545.00) (\$142,545. 00), and PJ shall receive a maximum of (\$0) for Project environmental review and inspection costs.
- C. DEVELOPER shall be responsible for the contribution of a minimum of Thirty-Five Thousand Six Hundred Thirty-Six and 25/100 Dollars (\$35,636.25) (25% of total HOME Funds allocated) qualified matching funds to the Consortium HOME Program and shall provide evidence of said matching funds and source of funds to PJ in accordance with the HOME Program requirements at 24 CFR 92.220. Evidence of eligible match is to be provided in percentage increments relative to requests for disbursement of the total Project funds; excess match may be reported at the time of incurrence and applied to the match requirement. If DEVELOPER has provided previous HOME Program match funds under other Consortium agreements, the match required under this Agreement may be reduced, at the discretion of the PJ.
- D. Prior to acquisition, DEVELOPER will provide PJ with applicable property information with respect to Paragraph 3.G and Paragraph 20.B so that PJ may fulfill the environmental review requirements of 24 CFR Part 58 and so as to not commit funding to a Project without obtaining proper clearance.
- E. This Agreement serves as a reservation of funds agreement until such properties are determined and approved by PJ. **Within thirty (30) days** of identification of a property and approval of property from PJ, DEVELOPER will provide PJ with a detailed scope of work and associated budget to be incorporated into this Agreement as Exhibit B. PJ approval is pending individual site underwriting per HOME Rule requirements for applicable costs; DEVELOPER may be required to provide PJ with cost and additional Project documentation as applicable. Specifically, cost items per this Agreement include the costs of acquisition (including purchase price and all usual and customary closing costs), the costs of rehabilitation (including supplies, materials, labor including the hiring of contractors, subcontractors and trades necessary to complete the work), the usual and customary costs associated with carrying each unit until sold , and a developer fee up to ten (10%) percent of total development costs for each unit based on the individual unit or property budgets. The following payment schedule of the developer fee applies:

F.

Scope	Developer Fee Payout Percentage
Completion of Acquisition	Initial 25%
Completion of Construction	70%
Sale of unit	Final 5%

- G. PJ may withhold a ten percent (10%) retainer from the total amount of HOME Funds allocated to **each Activity per the budget** under this Agreement until such time of Construction Completion. PJ may withhold a five percent (5%) retainer from the total amount of HOME Funds allocated to **each Activity per the budget** until the HOME units are sold to an eligible beneficiary and DEVELOPER has submitted the required completion reports, final request for disbursement, and required Project Documents. DEVELOPER will have exactly 275 days (nine months) from the date of Construction Completion to sell the HOME units to eligible homebuyers. **After 275 days, a Rental Conversion shall take place** for all HOME units not sold.
- H. In the event of a Rental Conversion, DEVELOPER shall execute a separate agreement with PJ to govern any rental housing units derived as a result of HOME assistance under this Agreement, and execute a Land Use Restriction Agreement that incorporates the entire developer subsidy and applicable Period of Affordability. Such agreement shall be executed immediately upon expiration of the 275 days requirement.

2. DEFINITIONS

- A. “Activity” or “Activities”: The address-specific, eligible use of HOME Funds for which income-eligible beneficiaries have been or will be identified.
- B. “Activity Completion”: Occurs when a specific housing unit deemed an individual Activity is complete including construction and sale to an eligible homebuyer.
- C. “Area Median Income”: The median household income distribution range for a metropolitan area or a non-metropolitan county, adjusted for household size, which is calculated annually by HUD for use in determining eligibility for housing programs.
- D. “Community Housing Development Organization (CHDO)”: A private nonprofit organization that complies with the qualifications set-forth in 24 CFR 92.2, and develops, owns, or sponsors HOME-assisted housing and has been certified as such by PJ.
- E. “Construction Completion” or “Completion of Construction”: All necessary construction work has been completed and the housing unit has received a certificate of occupancy or other local certification indicating that construction or rehabilitation has been completed and the property is ready for occupancy.

- F. “Contractor”: An entity other than DEVELOPER (except as noted in the Labor Standards Provisions), that furnishes services or supplies to DEVELOPER (other than standard commercial supplies, office space or printing services).
- G. “Developer Fee”: A scheduled fee payable to DEVELOPER on a percentage basis relative to eligible Total Development Costs. Said fee and parameters is outlined in Paragraph 1 of this Agreement.
- H. “HUD”: The U.S. Department of Housing and Urban Development, its Secretary or a person authorized to act on his/her behalf.
- I. “Household Income”: The 24 CFR 5.609 definition of “Annual Income”, as modified by the exclusions from income established at 24 CFR 5.611 and the requirements of 24 CFR Part 92.
- J. “Lake County Housing and Community Development Commission (HCDC)”: A local commission which serves as the review panel for all locally proposed programmatic and related policy changes as related to the HOME Program.
- K. “Lake County Community Development”: The Lake County staff responsible for the local administration and enforcement of the HOME Investment Partnerships Program and administrative staff of the PJ as provided by local and HUD regulations.
- L. “Lake County Consortium” or “Consortium”: The Participating Jurisdiction that receives HOME Investment Partnerships Program funds and is composed of the Cities of North Chicago and Waukegan and Lake County. Lake County is the lead entity in the Consortium, and the Lake County Board governs the Consortium through authorizing resolutions that are carried out by HCDC and Lake County Community Development per HCDC’s By-Laws.
- M. “Monitoring Agency”: Lake County Community Development is the designated agency monitoring the HOME-assisted housing Project under this Agreement.
- N. “Non-Expendable”: Goods that are not ordinarily consumed in use and retain their original identity during the period of use.
- O. “Participating Jurisdiction” or “PJ”: The HUD term given to any State or local government that HUD has designated to administer a HOME Program. The Lake County Consortium is a Participating Jurisdiction. Definitions (L) and (O) may be used interchangeably.
- P. “Program”: The HOME Investment Partnerships (HOME) Program approved by HUD that governs this Agreement and may be amended from time to time.
- Q. “Program Income”: Gross income (repayment, interest, or other appropriate return on investment of HOME Funds) received by DEVELOPER directly generated from the use of HOME funds or Matching Contributions.

- R. "Project": A site or sites together with any building (including manufactured housing unit) or buildings located on the site(s) that are under common ownership, management, and financing and are to be assisted with HOME funds as a single undertaking in compliance with the requirements of the HOME Program. The Project includes the Activities or group of Activities covered by this Agreement associated with the site(s) and building(s). Definitions (A) and (R) may be used interchangeably.
- S. "Project Completion": All necessary title transfer requirements and construction work have been performed; the Project complies with all the requirements of this Agreement including the property standards; the final drawdown has been disbursed for the Project; DEVELOPER has submitted an acceptable Project Completion Report; and the Project completion information has been entered in the Integrated Disbursement and Information System established by HUD (IDIS).
- T. "Rental Conversion": If in the event a housing unit created under this Agreement is not sold to an eligible homebuyer within nine-months of Construction Completion, the housing unit must be converted to a HOME rental unit that complies with all HOME requirements for the period of affordability applicable to such rental units and as defined by 24 CFR 92.252.
- U. "Single Family Housing": A one- to four-family residence, condominium unit, cooperative unit, combination of manufactured housing and lot, or manufactured housing lot.

3. TERMS OF PROJECT

- A. Each housing unit shall be a separate Activity under this Agreement, and sold to an eligible homebuyer, as defined per income certification and underwriting requirements as prescribed by the Program and implementing regulations, earning no more than eighty percent (80%) of the Area Median Income (AMI). DEVELOPER is required to use the AMI determination as prescribed and updated by HUD as in effect at the time of the homebuyer certification (Exhibit E).
- B. The housing units must be available for subsequent repurchase only to an eligible homebuyer whose family qualifies as a low-income family and will use the housing as their principal residence. If the Project property does not continue to be the principal residence for the duration of the Period of Affordability, as outlined below, PJ shall recoup a portion of the HOME funds expended on the Project equivalent to the amount as described in Paragraph 8.
- C. The sales price of the Project property shall be determined by an appraisal. The sales proceeds shall be disposed of as outlined in Paragraph 17.
- D. Prior to acquisition of the Project property, DEVELOPER must determine the Current Market Value of the property. This may be done either by compiling a list of comparable properties from the Multiple Listing Service (MLS) or ordering an appraisal of the property. An appraisal must be completed within sixty (60) days of the offer made for the property. An initial offer can be made subject to the completion of an Appraisal within sixty (60) days of a final offer and/or closing. If sixty (60) days lapse after the initial Appraisal and Project property has not yet been acquired, DEVELOPER shall request an update to the Appraisal.

- E. DEVELOPER is required to provide PJ with Project Documentation (Exhibit A) as required to meet the assessment requirements for market analysis and underwriting for each housing Activity. This includes, but is not limited to,;
- 1) evidence of local market conditions (listings of comparable sales and construction);
 - 2) any potential homebuyer identification listings;
 - 3) sales marketing plan;
 - 4) development schedule;
 - 5) evidence of Project financing, budget (to contain line-item sources and uses, itemized anticipated costs and fees, a homebuyer proforma that includes the construction period reflected in the development schedule, cash flow, and buyer estimated mortgages), project bid documentation and specification (including initial cost estimates and final costs as per cost reasonableness expectations);
 - 6) purchase and sale appraisals;
 - 7) sales listings; and
 - 8) homebuyer required documentation.
- F. Prior to execution of any direct subsidy to homebuyers in the form of homebuyer down payment assistance, closing costs, or sales price reduction, DEVELOPER shall complete an underwriting process and homebuyer eligibility process including income certification, ratio and cash evaluations, and mortgage requirements as per PJ's homebuyer underwriting policies.
- G. This Project Agreement is programmatic in nature, the initial development Project is approved. Subsequent development actions undertaken as part of this Agreement, deemed Activities, are subject to individual analysis and review as outlined herein.
- 1) DEVELOPER shall not incur any costs, nor will any HOME funds be advanced, until PJ has completed an environmental review of the proposed Activity site as required per 24 CFR Part 58. The environmental review may result in a decision to proceed with, modify, or cancel the Project, and such notice will be provided to DEVELOPER.
 - 2) Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by PJ of an Authority to Use Grant Funds from HUD, or the State of Illinois, under 24 CFR Part 58.
 - 3) Prior to incurrence of costs and request for disbursement, DEVELOPER must receive a Notice to Proceed from PJ to commence work after having completed required Project

Documentation submission requirements as related to evaluation of market and underwriting conditions for each Activity.

- 4) Should DEVELOPER need to enter into any agreement for the acquisition of a property that has not yet been determined as approved, DEVELOPER shall abide by the following:
 - a) DEVELOPER must submit the property address to the PJ for approval as related to this criteria and the required 24 CFR Part 58 Environmental Review as outlined herein, and receive written approval from PJ prior to any acquisition or binding commitment of funds to a specific property.
 - b) DEVELOPER will provide, and the seller of the unit must sign, an Acquisition Addendum to the sales contract which states:
 - i. Any offer made on a unit prior to completion of a 24 CFR Part 58 Environmental Review is conditioned upon PJ completing its review and authorizing the purchase, and that therefore the purchase utilizing funds under this Agreement may not be available. Specifically, the addendum shall state that the purchaser (DEVELOPER) shall have no obligation to purchase the property and no transfer of title to the purchaser may occur unless PJ has completed the federally required environmental review and authorized purchase of the property; DEVELOPER must consult with PJ prior to entering into a conditional contract for any multi-family property.
 - ii. DEVELOPER does not have and/or will not use the power of eminent domain to acquire the unit;
 - iii. If the owner of record and DEVELOPER cannot reach an agreement on the acquisition of the unit, the acquisition will not take place;
 - iv. DEVELOPER's finding of the Current Market Value of the unit; and
 - v. The occupancy status (tenant, owner, or vacant) of any unit to be acquired.
 - c) DEVELOPER shall ensure that any earnest money deposit ("Deposit") using HUD funds is a reasonable amount and DEVELOPER must ensure that the Deposit is: (a) refundable if the conditions in this paragraph are not met OR (b) nominal, herein defined as \$1,000 or less for a Single-family property (1-4 units) or 3% or less of purchase price for a multi-family property (more than 4 units).
- H. The Project property must meet the Property Standards stated in 24 CFR 92.251, which includes standards for state and local codes, ordinances, and zoning requirements; HUD requirements for new construction and rehabilitation; accessibility; disaster mitigation; and lead based paint. Work required to address Lead-Based Paint Hazards as identified by a certified Lead Assessor will be subject to review and approval by the PJ. All work will be conducted in a manner compliant with the HUD required lead assessment and abatement standards, further addressed in Paragraph 20.B.12 and Exhibit L, incorporated herein by

reference. DEVELOPER must maintain compliance with the Lake County Construction and Rehabilitation Standards, 24 CFR 92.251 and 92.355, and all local and state building codes, at the time of occupancy and for the duration of the Period of Affordability. DEVELOPER must comply with PJ's inspections requirements: initial inspection, progress inspection(s), and a final inspection. The inspections will be completed by a PJ-appointed inspector, and DEVELOPER must request for PJ to schedule each inspection.

- I. The HOME-assisted Project performed and completed by DEVELOPER under this Agreement must conform to the Period of Affordability requirements of 24 CFR 92.254, as applicable and described in Paragraph 8. DEVELOPER is required to repay the investment of HOME funds if the housing does not meet the affordability requirements for the below specified time period.
- J. DEVELOPER shall execute a homebuyer agreement with each eligible homebuyer, of which PJ is a party thereto, and as approved by PJ prior to execution (Exhibit H). Upon sale of the HOME unit(s), DEVELOPER will execute a required Mortgage and Note that details PJ's prescribed resale requirements, and any other documents normally utilized by DEVELOPER, to be included as Exhibit H.
- K. In the event DEVELOPER chooses to use HOME funds to assist eligible homebuyers through lease-purchase programs for existing housing, DEVELOPER must notify PJ immediately. DEVELOPER's failure to notify PJ, and receive approval of the change to a lease-purchase program, will result in PJ withholding payments for Activities covered under this Agreement.
 - 1) If HOME Funds are used to acquire housing that will be resold to a homebuyer through a lease-purchase program, the HOME Period of Affordability requirements for rental housing in 24 CFR 92.252 shall apply.
 - 2) DEVELOPER shall provide PJ with any and all lease-purchase documents for review and approval prior to use.
 - 3) An eligible homebuyer must enter into a lease-purchase agreement within six (6) months of Construction Completion. HOME units must be purchased by an eligible homebuyer within thirty-six (36) months of signing the lease-purchase agreement.
 - 4) The homebuyer must qualify as a low-income family at the time the lease-purchase agreement is signed.
- L. Work per this Agreement must commence no later than ninety (90) days from the date of execution of this Agreement and be completed within eighteen months (18) of the date of execution of this Agreement. DEVELOPER may request an extension for Project Completion; such extension may not prolong the Project beyond December 31, 2026.
- M. The following Project terms, defined as Representations of DEVELOPER, shall apply:
 - 1) DEVELOPER has the requisite power and authority to carry on business as intended under this Agreement.

- 2) The execution and performance by DEVELOPER of the terms and provisions of this Agreement and all other agreements executed in relation to this Agreement have been duly authorized and will not violate any provision of law, any order of any court, or other agency of government, or any indenture, agreement or other instrument to which DEVELOPER is a party or by which it is bound.
- 3) Financial data, reports, and other information furnished to PJ by DEVELOPER are accurate and complete and fairly present the financial position of DEVELOPER as per Paragraph 15 of this Agreement.
- 4) DEVELOPER shall obtain all necessary governmental permits for the Project. The undertaking of the Project will not violate any financial, building, zoning, subdivision, land-use, health, historic preservation, licensing, rent control, planning, sanitation, architectural access, environmental protection, or any other applicable law, ordinance or regulation.
- 5) DEVELOPER represents and warrants that it will have sufficient funds to complete and operate the Project in accordance with the provisions and requirements of this Agreement.
- 6) As stated in Paragraph 1.E, DEVELOPER is required to provide PJ an itemized budget for the Project, and an itemized budget and schedule of activities to be performed **for each Activity** (Exhibit B). Should the Project or any Activity fall out of compliance with the attached budget or schedule, DEVELOPER shall notify PJ in writing immediately. Each budget will be analyzed by PJ for cost reasonableness, reasonable fees, adequate project financing, HOME funding gap, reasonable sales prices and projections, adequate construction costs, and financing.
- 7) DEVELOPER will comply with all federal uniform administrative requirements (2 CFR Part 200) cited in 24 CFR 92.505 for nonprofit organizations.
- 8) DEVELOPER shall at all times observe and comply with 24 CFR Part 92 and all applicable laws, ordinances or regulations of the Federal, state, PJ, and local governments, which may in any manner affect the performance of this Agreement, and DEVELOPER shall perform all acts with responsibility to PJ in the same manner as PJ is required to perform all acts with responsibility to the Federal government. DEVELOPER shall comply with all regulations, policies, guidelines and requirements with respect to the acceptance and use of HOME funds, and the policies of PJ as applicable to the HOME Program.
- 9) DEVELOPER acknowledges and agrees that its responsibility under this Agreement continues beyond the Project Completion date, through the Period of Affordability as defined for each Activity.

4. BUDGET

- A. PJ shall distribute to DEVELOPER a portion of the total funds received by PJ under the HOME Program Grant in consideration of DEVELOPER's undertaking to perform the Project and incur eligible expenses as permitted in 24 CFR 92.206.
- B. An overall budget shall govern total Project costs. Each specific Activity undertaken as part of this Project is required to have a separate budget for PJ evaluation and underwriting; Project funds are not equally divided to separate Activities and are to be allocated to specific Activities under this Project based on the HOME gap financing requirement. All Project work shall be performed in compliance with all applicable budgets, summarized below:

Budget Item	HOME Funds Allocated
Developer Fee	Up to 10%*
Acquisition	\$142,545
PJ Environmental Review & Inspection Costs	\$0
Total	\$142,545

- C. DEVELOPER shall complete a detailed line item budget pertaining to acquisition and construction costs for the Project and each Activity, attached as Exhibit B and incorporated herein by reference. The line item budget shall indicate the sources and uses of each Activity within the Project.

5. ROLES AND RESPONSIBILITIES

- A. DEVELOPER and PJ shall at all times observe and comply with 24 CFR Part 92 and all applicable laws, ordinances or regulations of the Federal, state, county, and local government, which may in any manner affect the performance of this Agreement. DEVELOPER shall perform all acts with responsibility to PJ in the same manner as PJ is required to perform all acts with responsibility to the Federal government.
- B. DEVELOPER will be responsible for development activities as per this Agreement. This includes compliance with the requirements of the 2 CFR 200.321 in conducting outreach, application processing and income verification, tenant selection, preparation of work specifications, maintenance of a list of eligible contractors, contractor selection and contracting record maintenance, and on-site in progress and final inspections.
- C. DEVELOPER, as a CHDO Developer, shall be in sole charge of all aspects of the development process (including, but not limited to, obtaining zoning, securing non-HOME financing, selecting architects, engineers, and general contractors, overseeing progress of work, and determining reasonableness of costs). DEVELOPER shall retain ownership of the Project property during the entire development period.
- D. The following tasks shall be undertaken by PJ or DEVELOPER, as indicated below, in accordance with HOME Program requirements:

- 1) Marketing of Project: DEVELOPER, in consultation with PJ, shall develop and manage marketing efforts for the Project.
- 2) Homebuyer Eligibility and Documentation Compilation:
 - a) DEVELOPER, in consultation with PJ, will be responsible for determining eligibility of homebuyers. All applications will be taken at the offices of DEVELOPER on a first-come, first-serve basis and as per the marketing plan. DEVELOPER shall certify a homebuyer as eligible as prescribed herein and as per 24 CFR 92.217 and 92.254. No homebuyer assistance may be warranted or guaranteed without completion of required underwriting and assessment as prescribed herein and approved by PJ.
 - b) DEVELOPER shall submit to PJ, for review, documents used by DEVELOPER to certify eligible homebuyers and documents used for application for purchase of HOME units. Income verification shall be completed using the Part 5 Income Method, as defined by HUD. All income and homeownership documentation shall be verified through third-party sources, using sample documentation provide in Exhibit C. The homebuyer and employer, as applicable, will be required to sign these forms to verify the applicant's income.
 - c) DEVELOPER must document and certify that the homebuyer is an eligible beneficiary with an annual income, adjusted for family size, less than or equal to eighty percent (80%) of the AMI, in accordance with HUD Part 5, Subsection 8 method of determining income, 24 CFR 92.203(b)(1).
 - d) Income eligibility documentation must have been obtained within six months before executing a homebuyer agreement with the DEVELOPER. The applicable income limits shall be included for reference in Exhibit E. PJ shall be a party to the homebuyer agreement and have rights of indemnification, rights to inspection, approvals, and project-specific monitoring during the course of the Project and long-term, as applicable.
 - e) No applicant shall be assisted if he or she is deemed ineligible due to income limits, as per Exhibit E. PJ shall complete and retain demographic information for all assistance applicants. If an applicant does not complete the intake process or is found to be ineligible at any point during the intake process, DEVELOPER shall retain copies of the application and any available documentation.
- 3) DEVELOPER shall document that each homebuyer has successfully completed a housing counseling program. The homebuyer must fully complete the housing counseling program, and provide proof of such completion to DEVELOPER, prior to purchasing the HOME unit. DEVELOPER shall submit documentation of the homebuyer's completion of the housing counseling program to PJ.
- 4) DEVELOPER will notify PJ of prospective Project locations in writing including a common address, site photos, and Property Identification Number information.

DEVELOPER agrees to comply with any environmental review or assessment required by 24 CFR Part 58, for each property, as conducted by PJ.

- a) DEVELOPER shall cooperate with and participate in the fulfillment of the Consortium's responsibilities pursuant to HUD's environmental review process, as it applies at 24 CFR Part 58, as amended, and shall permit the Consortium or its designees or employees to conduct site inspections, appropriate tests, examination of applicable documents, and such other activities as the Consortium deems appropriate in order to fulfill its responsibilities in implementation of the policies of the National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. 4321, et seq.).
 - b) PJ has completed a prior "Tier 1" environmental review for Activities to take place under this Agreement. PJ shall conduct a "Tier 2" review for each individual Activity to be funded by this Agreement upon notice from DEVELOPER. **Not until the environmental review process has been completed may any costs be caused to be incurred or actually incurred by DEVELOPER (inclusive of interim financing) unless determined exempt from such environmental review.**
- E. Further, DEVELOPER warrants that it will not acquire, rehabilitate, convert, sell, repair or construct property, nor commit or expend HOME or local funds for these HOME Program Activities on a HOME or HUD assisted Project until PJ has completed an Environmental Review and has given notification of its approval in accordance with 24 CFR Part 58 to DEVELOPER.
- F. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval of a specific Activity, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review under 24 CFR Part 58. The parties further agree that the provision of any funds to the Project is conditioned on PJ's determination to proceed with, modify or cancel the Project based on the results of a subsequent environmental review, as outlined in Paragraph 3.G of this Agreement.

6. INITIAL INSPECTIONS

- A. After an initial inspection and approval to proceed, DEVELOPER will determine the extent of the rehabilitation required for the property and whether lead-based paint or hazards are present in the unit. DEVELOPER will provide the beneficiary(ies) with the required lead-based paint notifications and pamphlets, will obtain signed documentation of their receipt, and will provide copies of documentation to PJ within two (2) weeks.
- B. DEVELOPER will appropriately document all initial inspections, cost estimates, preliminary and final scopes of work and specifications, and allow for regular inspection by PJ, and conduct Activities in compliance with local codes and ordinances per the jurisdiction of the Activity and the Lake County Consortium Rehabilitation Standards as drafted and as may be amended from time to time.

- C. DEVELOPER will document the Project by taking pictures of the property before, during and after the Construction Completion to include in the Project file.
- D. DEVELOPER will prepare a file for each Activity, which includes any checklists to be provided, or approved, by PJ as Exhibit D.

7. WRITE-UP AND COST ESTIMATES

- A. Upon completion of the initial inspection, DEVELOPER, in consultation with PJ as necessary, will prepare a work write-up in conformance with the Consortium's HOME Program Rehabilitation and Construction Standards (Attachment A) and Procedures for Lead Hazard Reduction (Attachment B), Radon, Floodplain, Historic Preservation, and Architectural Barriers requirements. **The work write-up shall identify any and all code violations and incipient code violations that must be addressed during rehabilitation and incorporated into the specifications process.**
- B. It will be the responsibility of DEVELOPER to prepare internal cost estimates that reflect current market prices for each line item and identify the priority to which it responds. DEVELOPER will request an initial inspection from the PJ to be performed by the PJ-approved inspector. The initial PJ inspection will ensure that the scope of work meets the HOME Program standards. Once the write-up has been reviewed and evaluated by PJ for cost reasonableness and compliance, DEVELOPER will conduct a procurement process for the necessary scope of work and materials. All work per this Agreement must net full compliance with local code requirements.
- C. Each newly constructed or rehabilitated unit shall have an appraised post-rehabilitation value not to exceed ninety-five percent (95%) of the median price for PJ, as provided by HUD. Exhibit G provides the current 95% value limits for PJ.
- D. After Construction Completion, DEVELOPER will obtain an appraisal indicating the value of the property and compare this after-rehabilitation value to the maximum 95% value limits in Exhibit G. If the after-rehabilitation value is less than the maximum appraised value allowed, the property is determined to be eligible to be rehabbed with HOME funds. However, if the after-rehab value is greater than the 95% value limits allowed, the property would not be eligible for rehabilitation under the HOME Program.
- E. DEVELOPER must assure that the amount of HOME Funds invested in each housing unit is in compliance with the minimum and maximum subsidy requirements. A minimum of \$1,000.00 in assistance is invested per unit in accordance with 24 CFR 92.205(c), and no more than the maximum per unit subsidy allowed by 24 CFR 92.250(a) will be invested.

8. RESIDENCY, PERIOD OF AFFORDABILITY, AND RESALE:

- A. Eligible homebuyers are required to comply with primary residency requirements for the Period of Affordability; said requirements will be made part of the homebuyer agreement and restriction documentation, herein referenced and made a part of this Agreement, in Exhibit H.

- B. Pursuant to 24 CFR 92.254, each HOME unit must remain affordable for not less than the appropriate period, as specified in the table below. The Period of Affordability begins after Project Completion and as reported in the Federal reporting system, without regard to the term of any loan or mortgage or to transfer of ownership. Affordability restrictions shall not terminate upon foreclosure, transfer in lieu of foreclosure, transfer by will in the event of death of the eligible homeowner or assignment of an FHA insured mortgage; in the event of one of the foregoing, the affordability restrictions shall be handled on a case-by-case basis. **The Period of Affordability for the Project property subject to this Agreement shall be fifteen (15) years, unless the final HOME investment differs from the anticipated HOME investment under this Agreement.** PJ shall notify DEVELOPER, in writing, of the date on which the Period of Affordability begins for each Activity within this Project.

<u>HOME Assistance Amount per Unit</u>	<u>Minimum Period of Affordability in years</u>
Under \$15,000	5
\$15,000 to \$40,000	10
Over \$40,000	15

- C. In the event that a homebuyer will not occupy the residence or meet the primary residence requirements, the ground lease provisions prescribing the means of sale of the housing unit shall apply so that DEVELOPER may maintain the affordable investment. HOME unit sales and ground-lease governed land are subject to resale provisions. **Should the requirements of the Period of Affordability not be met, the entire sum of the HOME investment is due for each Activity.**
- D. DEVELOPER agrees that its responsibility under this Agreement continues beyond this Agreement's termination date. DEVELOPER will verify the homebuyer's use of the property as principal residence during the Period of Affordability on an annual basis and maintain records of such documentation.
- E. This Agreement shall remain in full force and effect until the expiration of the Period of Affordability for each Activity within this Project. DEVELOPER must keep records sufficient to document such affordability and duration for review by PJ, as delineated in Paragraph 15 of this Agreement.
- F. Resale Provisions: HOME unit sales are subject to resale provisions. The resale option ensures that the HOME-assisted unit remains affordable over the entire Period of Affordability. The resale total is inclusive of the development subsidy and any direct assistance to the homebuyer. Upon the expiration of the Period of Affordability, as related to the total HOME investment per Activity, all resale provisions shall expire. All HOME-assisted units shall meet the following criteria:
- 1) The new purchaser must be low-income, meeting the HOME Program definition, and ***within the same income limit*** as the original buyer. Additionally, the homebuyer must occupy the property as their principal residence.

- 2) To ensure that the sales price is affordable to a low-income homebuyer, the homebuyer may receive direct assistance through a reduction in sales price, down payment assistance, or closing cost assistance.
- 3) The sales price must be “affordable” to the new purchaser. In this instance, affordability for the new purchaser is a sales price that would require the new purchaser to pay no more 30% of their monthly income on the fixed costs of homeownership (the loan principal, interest, taxes and insurance, or “PITI payment”).
- 4) Under no circumstances may the “affordable” sales price exceed 95% of the median purchase price for the area.
- 5) The maximum sale price shall be calculated using the following formula:

$$\begin{array}{r}
 \text{Down Payment} \\
 \text{Loan Principal Paid} \\
 \text{Current Loan Amount} \\
 \text{Capital Improvement Value} \\
 + \text{House Value Change, per HPI} \\
 \hline
 \text{Maximum Sales Price}
 \end{array}$$

- a) Down Payment: the financial contribution by the original homebuyer for their acquisition of the property, as evidenced on the HUD-1 or closing statement.
- b) Loan Principal Paid: Payments made by the original homebuyer on their purchase money loan. This shall be calculated by the difference between the original loan amount at time of purchase (from the HUD-1 or closing statement or recorded loan document) and the loan amount at time of sale (from the loan payoff letter or other documentation from the lender).
- c) Current Loan Amount: The amount of the purchase money loan at the time of sale (from the loan payoff letter or other documentation from the lender).
- d) Capital Improvement: an investment by the original homebuyer into the house’s infrastructure such as the roof, heating system, or windows. Lake County shall use the actual cost of the Capital Improvement, not the increase in value to the house because of the Capital Improvement. For the cost of the Capital Improvement to be eligible the original homebuyer must show proof of payment. Capital Improvement shall not include routine maintenance to the house, such as painting.
- e) House Value Change: The dollar value in the increase or decrease of the house as produced from the “Housing Price Index Calculator” at www.FHFA.gov.

The house may be sold for less than the maximum sales price, so long as the sales price still meets the other requirements of this Resale Policy.

- 6) The sales price must provide the original homebuyer, now the seller, a “fair return” on their investment (including any down payment, loan principal payments and capital improvement investment made by the owner since purchase). Fair return to seller shall be calculated using the following formula:

$$\begin{array}{r}
 \text{Original Purchase Price} \\
 \text{Homeowner share of appreciation} \\
 + \text{ Capital Improvement Value} \\
 \hline
 \text{Fair Return to Seller}
 \end{array}$$

- a) Original Purchase Price: The dollar value paid for the house as evidenced by the sales contract, HUD-1 or settlement statement.
 - b) Homeowner share of appreciation: The market appreciation of the house multiplied by the homeowner's investment ratio multiplied by 15%. The market appreciation shall be the difference in the value of the house as determined by an appraisal at the time of the homeowner's original purchase and at the time of sale; in a declining housing market, the market appreciation value may be negative. The homeowner's investment ratio shall be the ratio of the Original Purchase Price to the appraised value of the house at the time of original purchase.
 - c) Capital Improvement Value: as defined above.
- 7) The net proceeds, if any, from the sale are subject to the discretion of the first mortgage holder and consultation with PJ.
 - 8) DEVELOPER shall underwrite, prepare and execute a Promissory Note and Mortgage that outlines the resale requirements, in consultation with and as approved by PJ. DEVELOPER shall require the eligible homebuyer to execute the Promissory Note and Mortgage, and shall record such documents with the Lake County Recorder of Deeds and provide a copy to PJ.
 - 9) Prepayment or assumption of the HOME mortgage loan is prohibited.
- G. DEVELOPER shall require each homebuyer to execute a Homebuyer Agreement, which reflects the lending of HOME Program funds to the homebuyer for the HOME unit. The Homebuyer Agreement shall include the Resale Provisions of this Agreement. Each homebuyer shall also execute a mortgage and note reflecting the amount of direct homebuyer assistance provided with HOME funds.
 - H. DEVELOPER shall execute a separate Land Use Restriction Agreement for each HOME unit. The Land Use Restriction Agreement shall contain the Resale Provisions of this Agreement.
9. CONTRACTOR SELECTION AND BIDDING
- A. DEVELOPER will be responsible for pre-qualifying a list of contractors who will be available to participate in the Project during the duration of the Agreement and/or utilize competitive bidding processes, and complete such a process, at minimum, on a quarterly basis.

- B. DEVELOPER shall comply with the requirements of 2 CFR 200.321 and take affirmative steps to ensure that small businesses, minority businesses, women's business enterprises, and labor surplus area firms are included in solicitation opportunities, consistent with full and open competition. Such outreach shall not be construed to provide preferential treatment in the award of contracts and all awards shall be made based on full and open competition.
 - C. DEVELOPER will assure that none of the selected contractors are on the Federal Excluded Parties list or any State list, as outlined in Paragraph 20.B.17 of this Agreement.
 - D. DEVELOPER will ensure that required contract provisions are extended to any contractors and subcontractors as described herein and specifically relating to use of HOME Funds, Labor Requirements, duration and scope of work, contract close-out requirements and other applicable federal requirements.
 - E. DEVELOPER will make available to PJ all procurement documentation including bid and proposal selection logic and cost documentation.
10. Commencement of Work: DEVELOPER may proceed with work under this Agreement, provided scope and costs conform to the evaluated budgets and Project Documentation and PJ provides DEVELOPER with a Notice to Proceed.
11. Progress and Final Inspections
- A. Inspections shall be made by PJ as DEVELOPER requests funds in order to ensure that work performance is in accordance with PJ's written rehabilitation standards and procedures and such costs have been incurred.
 - B. Additional inspections will be made at critical times during the construction, as required, and as necessary to ensure quality and timely completion of construction, by PJ.
 - C. PJ may conduct additional inspections in regard to slow progress or complex or difficult construction items or disputes.
 - D. DEVELOPER is required to comply with local inspection requirements.
 - E. PJ shall perform a final inspection to ensure that all construction work is complete and compliant with HOME standards.
12. Payment Requests and Disbursements
- A. PJ shall make disbursements to DEVELOPER on a reimbursement basis for eligible documented Project-related hard and soft costs in compliance with this Agreement, and the developer fee associated with the Project. PJ shall use the allocated Project costs to reimburse PJ for the required environmental review and inspection costs. No money under this Agreement shall be disbursed by DEVELOPER or PJ to any Contractor, or to DEVELOPER, except pursuant to a written contract which incorporates the applicable

requirements of this Agreement and HUD regulations.

- B. DEVELOPER may not request partial or full disbursement of funds under this Agreement until the funds are needed for reimbursement of payment for eligible costs that have actually been incurred. Identification of what constitutes an eligible cost is outlined in 24 CFR 92.205-209.
- C. Project set-up information shall be entered into the disbursement and information system by PJ, after which the funds will be deposited in the local account of the HOME Investment Trust Fund. Only PJ may request disbursement of HOME Program funds. 24 CFR 92.502(c) & (e).
- D. PJ shall process DEVELOPER's claims for payment in a timely and reasonable manner upon its determination that DEVELOPER has submitted all required supporting documentation.
- E. All disbursement requests of DEVELOPER shall comply with the following requirements:
 - 1) Disbursement of HOME Funds under this Agreement will be pursuant to 24 CFR 92.206. DEVELOPER's claims must be for eligible costs actually incurred, and PJ must have received and approved Project Documentation.
 - 2) No disbursement will be made until PJ has verified work completed by contractors of DEVELOPER as eligible per the debarment rules of this Agreement. Further, DEVELOPER must submit to PJ copies of all lien release and waiver documentation for all payments at the time of each request.
 - 3) In order to make a request for disbursement under this Contract, DEVELOPER must submit documentation to verify that an appropriate amount of an eligible Matching Contribution has been made. Matching Contributions must be made prior to or simultaneous with the disbursement of HOME funds as referenced in this Paragraph or as outlined in Paragraph 1.C of this Agreement.
 - 4) PJ, at its sole discretion, may disburse funds under this Agreement to DEVELOPER using PJ's Corporate Funds. In such cases, DEVELOPER must treat these funds in all manners as if they were funds from the Federal Government, including the following of all applicable rules, regulations and requirements as outlined in this Agreement.
 - 5) DEVELOPER shall receive and utilize the HOME funds, awarded by this Agreement, solely for activities eligible, reasonable, and necessary under the provisions of the Project application, this Agreement, applicable Federal laws and regulations including 24 CFR 92 and 2 CFR Part 200 and other applicable federal requirements as implemented through HUD regulations, notices, and guidance that currently exist and that may be issued in the future, and shall use said funds for no other purpose.
 - 6) All costs shall be supported properly with official documentation evidencing in detail the nature and propriety of charges. All Project work contracted between DEVELOPER

- and contractors must be supported by written contractual agreements defining the scope of work with line item detail task descriptions and associated costs, a timeline for completion, insurance coverage, and recourse for non-performance. **Approved bid specifications and Project work estimates do not qualify as written contracts.** All checks, payroll claim forms, invoices, contracts, agreements, vouchers, purchase orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible in both DEVELOPER's files and in written supporting documentation provided to PJ.
- 7) All retainers and requirements for thresholds of request for reimbursement as related to Activity and Construction Completion are applicable as described herein this Agreement.
 - 8) DEVELOPER is allowed sixty (60) days following the end date of this Agreement in which to submit final billings. Requests for drawdowns submitted after sixty (60) days following the end of this Agreement will not be honored by PJ unless the terms of this Agreement and the provisions herein are extended to cover any additional time period during which DEVELOPER is to complete the Project, if approved by PJ.
- F. DEVELOPER shall comply with and assist PJ's compliance with, as applicable, 24 CFR 92 and 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

13. DURATION OF AGREEMENT

- A. This Agreement shall become effective on the date it is executed by the Lake County Community Development Administrator and authorized representative of the DEVELOPER, with all expenditures under this Agreement to be incurred within eighteen (18) months from that date. No work shall commence prior to this Agreement's execution. The Agreement is in place for the duration of applicable Period of Affordability, as designated above.
- B. If DEVELOPER is delayed in the completion of the Project by any cause legitimately beyond its control, it shall immediately, upon receipt and knowledge of such delay, give written notice to PJ and request an extension of time for completion of the Project. No extension shall exceed December 31, 2026; said four-year date is independent of the execution date of this Agreement. An Agreement Amendment may result in an automatic extension of this Agreement and its terms, however no extension, by amendment or otherwise, may reach beyond December 31, 2026
- C. PJ shall consider DEVELOPER's extension request and make a determination of an extension for completion of the Project as PJ, in its sole discretion, deems necessary for completion of the Project due to the circumstances causing the delay.
 - 1) PJ shall act upon the extension request and recommendation in a timely manner, and notify DEVELOPER of a grant or denial of such request.

- 2) If DEVELOPER does not complete the Project within eighteen (18) months after the execution of the Agreement or by the date of any extension granted by PJ, PJ reserves the right to withhold the remaining balance of the HOME funds allocated to DEVELOPER's Project and terminate the remainder, portions of, or full Agreement, and require repayment of all expended HOME funds as applicable.

14. GENERAL HOME PROGRAM REQUIREMENTS

- A. DEVELOPER agrees to comply with all requirements of the HOME Program as stated in 24 CFR Part 92.
- B. All activities associated with this Project shall comply with the "Project Requirements" laid out in 24 CFR Part 92, Subpart F.
- C. PJ and DEVELOPER are responsible for ensuring that all HOME units assisted under the Project are eligible, the property is qualified, appropriate documents are executed, and for meeting HOME Program processing steps as outlined in this Agreement and in 24 CFR Part 92.
- D. DEVELOPER shall receive and utilize the HOME funds, awarded by this Agreement, solely for activities eligible, reasonable, and necessary under the provisions of the Project application, this Agreement, applicable Federal laws and regulations, including 24 CFR 92 and 2 CFR 200 and other applicable federal requirements, as implemented through HUD regulation, notices and guidance that currently exist and that may be exist and that may be issued in the future, and shall use said funds for no other purpose.
- E. DEVELOPER is prohibited from charging servicing, origination, processing, inspection or other fees for the costs of providing homeownership assistance.
- F. Any notices, information or questions regarding this Agreement, Project approval, termination, amendments, reports and records required, etc., should be directed to:

If to PJ: Lake County Community Development
500 W. Winchester, Unit #101
Libertyville, Illinois 60048

If to DEVELOPER: Community Partners for Affordable Housing
ATTN: Rob Anthony
800 S. Milwaukee Ave. Suite 201,
Libertyville, IL 60048

15. Records and Reports

- A. Records
 - 1) Records shall be maintained by DEVELOPER in accordance with requirements prescribed by HUD or PJ with respect to all matters covered by this Agreement. Except

as otherwise authorized by HUD, records such as inspection reports, building permits, subcontractor contracts and payments, plans, specifications, Project beneficiaries, etc., shall be maintained for a period of five (5) years following the Project Completion date as reported in the federal system. Written agreements, beneficiary documentation, and documents imposing recapture/resale restrictions must be retained for five (5) years after this Agreement terminates. 24 CFR 92.508(c).

- 2) DEVELOPER shall maintain sufficient records to enable PJ and HUD to determine whether the Program has met the requirements at 24 CFR 92.508(a)(3)(iv), (v), (x) and 92.508(a)(7).
- 3) DEVELOPER shall retain records pertaining to this Agreement for five (5) years after this Agreement terminates. 24 CFR 92.508(c)(4). DEVELOPER shall retain Activity records for five (5) years after the close of the Period of Affordability.
- 4) DEVELOPER shall provide access to any pertinent books, documents, papers, or other records having to do with the Project to PJ, HUD, and the Comptroller General so they may make audits and examinations. 24 CFR 92.508(d)(2).

B. Reports

- 1) At such times and on such forms as HUD or PJ may require, DEVELOPER shall furnish regarding records, data and information pertaining to matters covered by this Agreement.
- 2) DEVELOPER shall provide statistical data with respect to services provided and persons benefitted under this Agreement.
- 3) At regular intervals during the term of this Agreement, PJ may conduct on-site and off-site reviews and inspections of the content and progress of DEVELOPER's performance. If, as a result of such review, it is the opinion of PJ that revisions to this Agreement are necessary or the methods employed by DEVELOPER are inappropriate, PJ may propose an amendment to this Agreement with such revisions and notify DEVELOPER in writing. Upon receipt of such notification of revision, DEVELOPER shall, within ten (10) days, accept the amendment. The proposed revisions shall be subject to PJ's written approval and amendment to this Agreement. Should DEVELOPER not agree to the amendment or reach consensus with PJ on alternative solutions, this Agreement may be terminated.
- 4) DEVELOPER shall submit to PJ a project setup report at the time the Project beneficiary is contractually obligated to participate in the HOME Program. During the Project, DEVELOPER must also submit quarterly progress reports to PJ on or before the fifteenth (15) day of the next month following the close of the quarter. The quarterly progress reports shall include details of all Program Income funds. Additionally, DEVELOPER shall complete a Project Completion Report prior to requesting final draw of funds and no later than thirty (30) days after Project Completion.

- C. DEVELOPER shall provide other reports and records as required to satisfy HUD inspections, PJ requirements, and HOME Program requirements.
- D. Failure of DEVELOPER to comply with the above Progress Report requirements will constitute a violation of this Agreement and may result in the withholding of future payments.
- E. DEVELOPER hereby agrees to have an annual agency audit conducted in accordance with 2 CFR Part 200, as applicable, and to submit this audit to the Grantee as outlined herein this Agreement. Audits are to be submitted annually for the duration of the Agreement.
- F. Project Files: DEVELOPER shall keep and file information as required by the HOME Program and PJ. This includes documentation of Eligible Homebuyer, Eligible Residence, Homebuyer Agreement, Mortgage and Note, and annual verification of Principal Residence during the Period of Affordability.
- G. Requests of PJ: At the request of PJ, DEVELOPER shall furnish such reports, budgets, certifications and other documents required pursuant to Federal, state, or county rules, regulations and policies that are applicable to the Project and shall give specific answers to questions from PJ, from time to time, relative to DEVELOPER's contracts and operations in connection with the Project.

16. INSURANCE, BONDING, AND INDEMNIFICATION REQUIREMENTS

A. Insurance

- 1) DEVELOPER shall comply with the bonding and insurance requirements as prescribed by PJ.
- 2) DEVELOPER shall maintain for the duration of the Agreement and any extensions thereof, at DEVELOPER's expense, insurance that includes "Occurrence" basis wording and is issued by a company or companies qualified to do business in the State of Illinois that are acceptable to PJ, which generally requires that the company(ies) be assigned a Best's Rating of A or higher with a Best's financial size category of Class XIV or higher, in the following types or amounts:
 - a) Commercial General Liability in a broad form, to include, but not limited to, coverage for the following where exposure exists: Bodily Injury and Property Damage, Premises/Operations, Independent Contractors, Products/Completed Operations, Personal Injury and Contractual Liability; for a two year period after completion of the project, limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and
 - b) Workers' Compensation to cover all employees and meet statutory limits in compliance with applicable state and federal laws including Section 4(1) of the "Workman's Compensation Act of the State of Illinois" as adopted and amended, and first party property insurance where exposure exists.

- B. Insurance coverage limits and terms are subject to negotiation on a project by project basis. The Community Development Administrator and Lake County Government reserve all rights for the final approval of all applicable insurance coverage and documentation.
- C. DEVELOPER agrees to provide PJ with Certificates of Insurance, Exhibit J, and Endorsement documentation evidencing the above required insurance prior to commencement of this Agreement, and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies. PJ shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change and said notification shall be stated on the Certificate of Insurance. DEVELOPER's subcontractors, if any, shall comply with the same insurance requirements. DEVELOPER agrees to carry insurance to indemnify PJ against any and all claims of any nature whatsoever which may arise from the Project. PJ must be added to the General Liability insurance as an additional insured.
- D. Insurance Notices and Certificates of Insurance shall be provided to:

Community Development Administrator
Lake County Department of Planning, Building and Development
500 West Winchester Road, Unit 101
Libertyville, Illinois 60048

- E. DEVELOPER shall comply with the bonding and insurance requirements of 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).
- F. DEVELOPER shall insure recognition of the role of PJ in providing services through this Agreement. In addition, DEVELOPER will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.
- G. Indemnification Provisions
 - 1) DEVELOPER agrees to indemnify and hold PJ, its officials, board members, constitutional officers, officers, agents, attorneys, and employees (each an "indemnified party") harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done or omitted to be done on the Project while this Agreement's obligations remain outstanding, including but not limited to:
 - a) any condition of the Project;
 - b) any breach or default on the part of DEVELOPER in the performance of any of its obligations under this Agreement;
 - c) any act of negligence of DEVELOPER or of any of its agents, contractors, servants, employees or licensors;
 - d) any act of negligence of any assignee or lessee of DEVELOPER, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of DEVELOPER; and

- e) any performance by any indemnified party of any act required under this Agreement or requested by DEVELOPER.

Excluding, however, claims occasioned by the negligence or willful misconduct of the indemnified party.

- 2) DEVELOPER agrees to save and hold each indemnified party harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon. In case any such claim shall be made or action brought based upon any such claim in respect of which indemnity may be sought against DEVELOPER, upon receipt of notice in writing from the indemnified party setting forth the particulars of such claim or action, DEVELOPER shall assume the defense thereof including the employment of counsel and the payment of all costs and expenses. In any such action each indemnified party shall have the right to employ separate counsel mutually acceptable to the indemnified party and DEVELOPER and to participate in the defense thereof; provided that if the indemnified party and DEVELOPER cannot agree on mutually acceptable counsel, the indemnified party shall have the exclusive right to select such counsel. The fees and expenses of such counsel reasonably incurred shall be at the expense of DEVELOPER without regard to any authorization of such employment by DEVELOPER.

17. PROGRAM INCOME AND CHDO PROCEEDS

- A. No Program Income is generated from this Project.
- B. Any repayment, interest or other return on investment of the HOME Funds, including homebuyer resale funds realized from funds governed by this Agreement, is considered recapturable funding and is to be returned to PJ. DEVELOPER shall receipt all such monies associated with the Project and report them to PJ no later than fifteen (15) days of such receipt. DEVELOPER must provide all supporting documentation to PJ to define the amount and terms for receipt of Program Income.
- C. Any proceeds from the sale of HOME-assisted units are considered CHDO Proceeds and may be retained by the DEVELOPER. Upon receipt of the CHDO Proceeds, the DEVELOPER is required to place hold such funds in a non-interest bearing account and provide documentation evidence of the total sum received to PJ no later than seven (7) days after such receipt, for at which time, PJ will execute a CHDO Proceeds agreement with DEVELOPER to specify the eligible use of such proceeds. Failure to comply with CHDO Proceeds agreement requirements shall require the return of CHDO Proceeds, in their entirety, by DEVELOPER to PJ.
- D. Upon expiration of the Agreement, DEVELOPER shall transfer to PJ any HOME funds, including Program Income, on hand and any accounts receivable attributable to the use of HOME funds.

18. TERMINATION OF AGREEMENT, SUSPENSION OF PAYMENT, AND ENFORCEMENT

- A. Affordable housing requirements may be enforced by deed restrictions, covenants running with the land, use restrictions, or other mechanism approved by HUD under which PJ has the right to require specific performance. Specifically, the affordability requirements laid out in Paragraph 8 of this Agreement shall be imposed by restriction mortgage and note and/or a land use restriction agreement.
- B. In accordance with 2 CFR Part 200, PJ may terminate or suspend this Agreement in whole or in part if DEVELOPER materially fails to comply with any term of this Agreement. PJ will initiate termination by issuing a Notice of Failure, identifying the cause for termination and giving DEVELOPER thirty (30) days to cure the failure in accordance with the provisions in the Agreement. The Notice of Failure shall set forth the reasons for such termination, the effective date, the steps necessary to cure the failure under this Agreement, and, in the case of partial termination, the portion of the Agreement to be terminated. However, if, in the case of a partial termination, PJ determines that the remaining portion of the award will not accomplish the purposes for which the award was made, PJ may terminate the award in its entirety under either 2 CFR 200.338 or 2 CFR 200.339. If the failure or the specific terms of the Notice of Failure are not cured within thirty (30) days, PJ will terminate the Agreement and declare default under any mortgage or deed restriction executed in relation to this Agreement as deemed necessary while maintaining protections for any leases executed with eligible and complaint homebuyers.
- C. Causes for termination shall include, but not be limited to, the following:
- 1) failure, for any reason, of DEVELOPER to fulfill in a timely and proper manner its obligations under this Agreement, including compliance with the approved program and Agreement conditions, and such statutes, executive orders, and HUD directives as may become applicable at any time;
 - 2) failure to maintain the property as affordable for the entire Period of Affordability as expressed in this Agreement;
 - 3) submission by DEVELOPER to PJ of reports that are materially incorrect or incomplete or not submitted in the proper format or timeframe;
 - 4) improper use of funds provided under this Agreement;
 - 5) failure of DEVELOPER to supply PJ with quarterly or annual reports and the data necessary to the continuing planning process of PJ;
 - 6) suspension or termination by HUD of the HOME Program allocation to PJ under which this Agreement is made, or the portion of it delegated by this Agreement; provided, however, that if the HOME Program allocation is merely reduced and in the absence of any contrary HUD directive, DEVELOPER may readjust its budget and recommend Agreement amendments to PJ;
 - 7) violation of the Conflict of Interest requirements identified in this Agreement;
 - 8) violation of the Non-Disparagement provision of this Agreement;

9) failure to comply with the approved project schedule; or

10) when required by HUD.

D. All HOME Funds are subject to repayment by DEVELOPER to PJ in the event the Project is terminated pursuant to one of the reasons listed in this Paragraph 18.

E. PJ may suspend or terminate this Agreement, in whole or in part, if funding from the United States Government becomes unavailable for any reason. In the event this Agreement is suspended or terminated due to a lack of funding by the Federal Government, PJ will notify DEVELOPER in writing that this Agreement is suspended or terminated. PJ will not be liable for any loss or damage to DEVELOPER that results directly or indirectly from said suspension or termination.

F. Upon suspension or termination of this Agreement, DEVELOPER must remit to PJ the entire amount of HOME funds that have been expended in a manner prescribed by PJ. The foregoing provision may be waived at the sole discretion of PJ for good cause shown.

19. REMEDIES

A. In the event of any violation or breach of this Agreement, including but not limited to, DEVELOPER's misuse or misapplication of funds derived from this Agreement, by DEVELOPER's violation of any of the statutes, rules and regulations of HUD, either directly or indirectly, by DEVELOPER and/or any of its agents or representatives, then DEVELOPER, to the extent permitted by law, agrees to defend, indemnify, and hold PJ harmless from any requirement to repay to HUD the HOME funds received by DEVELOPER for this Project or penalties and expenses, including attorneys' fees and other costs of litigation, resulting from such action or omission by DEVELOPER.

B. In the event HUD, or any other Federal agency, makes any claim which would give rise to invoking the remedy provisions, as set forth in Paragraph 19.A above, then PJ or DEVELOPER shall immediately notify the other party in writing, providing the full details of the alleged violation. The alleged breaching party shall have the right to contest the claim, in its own name or in the name of the other party, through all levels of any administrative proceedings or in any court of competent jurisdiction without any cost to the other party. Upon any final adjudication, or upon any settlement agreed to between the party alleged to have breached this Agreement and the Federal agency, the alleged breaching party shall promptly pay any funds found due and owing.

C. As long as the party entitled to the remedy is not in jeopardy of losing any other Federal funding, of any kind or description, as a result of the alleged breach, the allegedly breaching party shall have complete right to settle or compromise any claim and to pay any judgment to the Federal government, so long as the party entitled to the remedy is indemnified.

20. OTHER FEDERAL REQUIREMENTS

- A. DEVELOPER hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements with respect to the acceptance and use of HOME funds in accordance with the ACT and the policies of PJ as applicable to the HOME Program.
- B. DEVELOPER shall comply with all Federal Requirements as set forth in 24 CFR Part 92, Subpart H, including, but not limited to, the following:
 - 1) The Federal requirements set forth in 24 CFR Part 5, Subpart A, and 24 CFR 92.350, specifically, are applicable to participants in the HOME Program. The requirements of this part include: nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors; and drug-free workplace;
 - 2) Fair Housing and Equal Opportunity: The requirements found in 24 CFR 92.205 and 92.250; Title VI of Civil Rights Act of 1964 (42 U.S.C. 2000d et. seq.) and implementing regulations issued at 24 CFR Part 1 prohibiting discrimination on the basis of race, color, or national origin in programs and activities receiving federal financial assistance; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); Fair Housing Act (42 U.S.C. 3601-3620); Executive Order 11063 (amended by Executive Order 12259); Age Discrimination Act of 1975, as amended (42 U.S.C. 6101); 24 CFR 5.105(a);
 - 3) The affirmative marketing requirements per 24 CFR 92.351: to affirmatively market the Project and submit to PJ an affirmative marketing plan to be incorporated in this Agreement as Exhibit I, or adopt PJ's affirmative marketing policies;
 - 4) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR 8, prohibits discrimination against handicapped disabled individuals;
 - 5) Section 3 of the Housing and Urban Development Act of 1968 (implemented at 24 CFR Part 135) when the amount of assistance exceeds \$200,000 or a contract or subcontract exceeds \$100,000;
 - a) The parties to this Agreement agree to comply with HUD's regulations in 24 CFR Part 135. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the 24 CFR Part 135 regulations.
 - b) DEVELOPER agrees to include the Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

- c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
 - d) To the greatest extent feasible, opportunities for training and employment arising in connection with the planning and carrying out of any project assisted with HOME Funds should be given to low-income persons residing within the unit of general local government or the metropolitan area as determined by HUD, in which the project is located.
 - e) To the greatest extent feasible, contracts for work to be performed in connection with any such Project should be awarded to business concerns, including but not limited to individuals or firms doing business in the field of planning, consulting, design, architecture, building construction, rehabilitation, maintenance, or repair, which are located in or owned in substantial part by persons residing in the same metropolitan area (or nonmetropolitan County) as the project.
 - f) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
 - g) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- 6) Minority and Women Employment: the requirements of Executive Orders 11625, 12432 and 12138; and 2 CFR 200.321. PJ shall attempt to maximize the participation of Minority-Owned Business Enterprises and Women-Owned Business Enterprises (MBE/WBE) in Projects funded through the HOME Program.
- a) Definition of Minority-Owned and Women-Owned Business Enterprises: Any relevant business that is **at least 51% owned, operated, and controlled** by one or more minority person(s) or women shall be considered a Minority-Owned Business Enterprise or Women-Owned Business Enterprise.
 - b) PJ implements the following procedures in an attempt to achieve participation by MBE and WBE in the HOME Program and other programs funded by the U.S.

Department of Housing and Urban Development (HUD):

- i. Administration of the MBE and WBE Outreach Program will be the responsibility of the Lake County Community Development Administrator.
- ii. To help contractors and partner agencies expand the use of Minority-Owned and Women-Owned Businesses Enterprises, the Illinois Capital Development Board maintains a directory of firms certified as MBE or WBE by the Illinois Department of Transportation or the Illinois Department of Central Management Services. This database is searchable by county or trade. All local Minority-Owned and Women-Owned Business Enterprises will be encouraged to apply for inclusion on this list. The database is available online at the following URL: www.cdb.state.il.us/CDBWEB_MBEFBE.nsf/websearch?OpenForm. The website address will be included in the HOME Housing Management Guide that is distributed to all recipients of HOME Housing Funds and any other interested parties. PJ will provide assistance in navigating this website and provide a current printed list of MBEs and WBEs from this website upon request.
- iii. Recipients of HOME funds may be required to identify all MBEs and WBEs utilized on their Project and document efforts in obtaining bids, price quotes or proposals from MBEs and WBEs for their particular project PJ will tabulate the utilization of MBEs and WBEs by all participants and submit the required reports to HUD.
- iv. Recipients of HOME funds will be required to have procurement procedures that will award contracts to organizations with the most cost effective and responsive bid or quote; therefore, MBEs and WBEs and all other bidders will have equal access to available contracts and business.

7) Build America Buy America

The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice "Public Interest Phased Implementation Waiver for FY2022 and FY 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001). Any funds obligated by HUD on or after the applicable listed effective dates are subject to BABA requirements unless excepted by a waiver.

8) § 92.354 Labor:

- a) This subsection of Paragraph 20.B.8 applies to HOME-assisted Projects with at least twelve (12) HOME units. The provisions of the Davis Bacon Act P.L. 86-624, as amended, (40 U.S.C.276a-276a-5) and Related Acts apply; DEVELOPER is required to receive written permission and amendment to this Agreement to expand the number of HOME units beyond the current Agreement scope.

- b) The Contract Work Hours & Safety Standards Act as per 92.354 (40 U.S.C. 327 et. seq.) and 29 CFR Parts 1, 3, 5, 6 and 7 apply under this Agreement.
 - c) The Copeland “Anti-Kickback” Act (40 U.S.C. 276c) applies to this Project.
 - d) The Housing and Urban Development Act of 1968, Section 3 (12 U.S.C. 1701u) applies to this Agreement and every contract or agreement DEVELOPER may enter into in order to fulfill this Project and Agreement.
 - a) Illinois Prevailing Wage Act: This Agreement may call for the construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 *et seq.* (“the Act”). Where Federal Davis Bacon and Related Acts (“DBRA”) applies, the Act also applies. The Act requires contractors and subcontractors to pay laborers, workers and mechanics hourly cash wages plus fringe benefits no less than the “prevailing rate of wages” determined by the Illinois Department of Labor (<https://labor.illinois.gov/laws-rules/conmed/current-prevailing-rates.html>) or the “wage determination” determined by the U.S. Department of Labor (<https://sam.gov/wage-determinations>). The DEVELOPER and all contractors and subcontractors rendering services under this agreement must comply with all requirements of the Act and DBRA, including but not limited to wage and fringe rates, submission of certified payrolls, posting of required notices, and adherence to all record-keeping obligations. Where both the Act and DBRA apply, the contractor and all subcontractors shall comply with the higher of the applicable wage rates and the more stringent of the applicable reporting, certification, and record-keeping requirements.
- 9) § 92.356 Conflict of Interest: In the procurement of property and services by participating jurisdictions, State recipients, and DEVELOPERS, the conflict of interest provisions in 2 CFR 200 apply. In all cases not governed by 2 CFR 200, the provisions of 24 CFR 92.356 apply.
- a) Per 24 CFR 92.356(f): no owner, developer, or sponsor of a project assisted with HOME Funds (or officer, employee, agent, elected or appointed official, or consultant of the owner, developer, or sponsor or immediate family member or immediate family member of an officer, employee, agent, elected or appointed official, or consultant of the owner, developer, or sponsor) whether private, for-profit or nonprofit (including a community housing development organization (CHDO) when acting as an owner, developer, or sponsor) **may occupy a HOME-assisted affordable housing unit** in a project during the required Period of Affordability specified in §92.254(e). This provision does not apply to an individual who receives HOME Funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker.
 - b) Additionally, per 24 CFR 92.356(b): no officer, employee, agent, consultant, elected official or appointed official of the Consortium, or its designees or agents, member

of the governing body of the Consortium or the DEVELOPER (and no one with whom they have family, personal, business or professional ties) who exercise or have exercised any functions or responsibilities with respect to projects assisted with HOME Funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities **may obtain a financial interest or benefit from a HOME-assisted project**, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family, personal, business or professional ties, during his or her tenure or for one year thereafter, shall have any personal or financial benefit, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the HOME-assisted project funded under this Agreement.

- c) DEVELOPER agrees that it will incorporate into every written contract the following provision: “INTEREST OF CONTRACTOR AND EMPLOYEES: The Contractor covenants that no officer, employee, agent, consultant, elected officials or appointed officials of the Contractor, or its designees or agents, member of the governing body of the Contractor (and no one with whom they have family, personal, business or professional ties) who exercise or have exercised any functions or responsibilities with respect to projects assisted with HOME Funds or who are in a position to participate in a decision-making process or gain inside information with regard to these activities may obtain a financial interest or benefit from a HOME-assisted project, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family, personal, business or professional ties, during his or her tenure or for one year thereafter, shall have any personal or financial benefit, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the HOME-assisted project funded under this Agreement.”
 - d) If such a conflict does exist, DEVELOPER is bound to disclose officially in writing, on DEVELOPER’s letterhead, the nature and extent of that conflict to PJ, prior to execution of this Agreement or if discovered subsequently to disclose such conflict as soon as it occurs or is known.
 - e) PJ may grant an exception to this Conflict of Interest provision upon written request of DEVELOPER, on a case-by-case basis, if PJ determines that the exception will serve to further the purposes of the HOME program and the effective and efficient administration of DEVELOPER’s HOME-assisted project. In making such a determination, PJ shall consider the factors set out in 24 CFR 92.356(f)(2).
 - f) Failure to comply with Conflict of Interest provisions set-forth above may result in termination of this Agreement as described in Paragraph 18 of this Agreement.
- 10) Environmental Reviews: the requirements found in 24 CFR 92.352, 24 CFR 58.35(a)(4), the National Environmental Policy Act (NEPA) of 1969, Flood Insurance requirements found in Section 202 of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106), and its regulations which impose specific prohibitions and conditions upon acquisition, new

- construction or rehabilitation of a federally assisted project located in an area identified as having special flood hazards. PJ shall require and monitor compliance where an area has been identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards and DEVELOPER shall be responsible for assuring the flood insurance under the National Flood Insurance Program is obtained and maintained. Copies of records pertaining to flood insurance protection shall be provided to PJ upon request. For any property acquired with HOME funds that requires flood insurance protection, DEVELOPER must maintain records demonstrating beneficiary's annual renewal of flood insurance throughout the Period of Affordability. DEVELOPER shall also be responsible for the Environmental Review requirements laid out in Paragraph 2.F of this Agreement.
- 11) The Project shall meet the requirements of Site and Neighborhood Standards as per 24 CFR 92.202.
 - 12) For pre-1978 units, DEVELOPER shall meet the requirements at 24 CFR 92.353, Lead-Based Paint Poisoning Prevention Act of 1971 (42 U.S.C. 4821 et. seq.), Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), 24 CFR Part 35, 982.401(j) and Subparts A, B, J, K, M and R (except paragraph 982.401(j)(1)(i)), and EPA *Renovation, Repair and Painting Final Rule*, 40 CFR 745. When occupants are present in a property, occupants shall be temporarily relocated, if determined to be necessary, as required at 24 CFR 92.353(b). Exhibit L specifically reference Lead-Based Paint mitigation requirements. DEVELOPER shall ensure that the Project property remains in compliance with all Lead-Based Paint codes and regulations.
 - 13) DEVELOPER shall follow the requirements found in 24 CFR 92.353, Uniform Relocation and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4201-4655), 49 CFR Part 24, 24 CFR Part 42, Subpart B, and Section 104(d) "Barney Frank Amendments." Additionally, DEVELOPER shall abide by the Lake County Residential Anti-Displacement and Relocation Assistance Plan for temporary relocation and permanent displacement of persons occupying HOME-assisted Projects.
 - 14) Executive Order 13166 eliminates, to the extent possible, limited English proficiency as a barrier to full and meaningful participation by beneficiaries in all federally-assisted and federally-conducted programs and activities.
 - 15) Pursuant to 24 CFR 87.100, the undersigned representative of DEVELOPER certifies, to the best of his or her knowledge and belief, that:
 - a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of DEVELOPER, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Agreement, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Agreement, grant, loan, or cooperative agreement.

- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any DEVELOPER, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Agreement, grant, loan, or cooperative agreement, the undersigned representative of DEVELOPER shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c) The undersigned representative of DEVELOPER shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, agreements, etc.) and that all DEVELOPERs shall certify and disclose accordingly.
 - d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 16) Uniform Administrative Requirements: DEVELOPER shall administer the HOME funds in conformance with the regulations, policies, guidelines and requirements of 24 CFR 92.504 and 24 CFR 92.505, 2 CFR Part 200 as they relate to the acceptance and use of Federal funds for the Project.
- a) Procurement, Finances, Administration: DEVELOPER shall administer HOME funds such as procurement, financial management system, CHDO Proceeds, and other administrative responsibilities in accordance with 2 CFR Part 200, as applicable, and shall follow 24 CFR 92.251 covering utilization of real property.
 - b) Audits: DEVELOPER shall adopt the audit requirements in accordance with 2 CFR Part 200 Subpart F if DEVELOPER expends \$500,000.00 or more in federal funds in a year, and specifically the audit requirements of 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), as applicable. PJ may arrange for its own staff or an independent certified public accountant to make periodic audits of the fiscal and accounting operations of DEVELOPER. PJ may make an examination of DEVELOPER's fidelity bonding and fiscal and accounting procedures to determine whether these procedures meet the requirements of this Agreement.
 - c) Cost Principles and Eligible Costs: DEVELOPER shall comply with the requirements of 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), as applicable, 24 CFR 92.206, and as described per implementing rules and regulations of the Program.
 - d) DEVELOPER shall permit the authorized representatives of PJ, HUD and the Comptroller General of the United States to inspect and audit all data and reports of DEVELOPER relating to its performance under the Agreement.

- 17) Debarment: In line with Paragraph 9.C of this Agreement, neither the DEVELOPER nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement or any other covered transactions by any Federal agency; DEVELOPER will verify that all contractors (including subcontractors) completing work as per this Agreement are presently not excluded nor pending exclusion and submit verification documentation as found at the Federal System for Award Management online resource: <http://www.sam.gov/portal/public/SAM>. DEVELOPER will provide PJ with said documentation prior to incurrence of expenses so as to allow for PJ verification. No funds will be disbursed to the DEVELOPER for any work completed by a debarred or excluded contractor.

21. FAIR HOUSING REQUIREMENTS

- A. To the extent practicable, DEVELOPER shall market the Project by working with third parties that serve underrepresented members of protected classes under the Fair Housing Act and Illinois Human Rights Act.
 - B. DEVELOPER shall post a Federal Fair Housing Poster in its office. The poster shall be placed in an area that is visible to all Project beneficiaries and visitors.
 - C. DEVELOPER shall provide all Project beneficiaries with information regarding fair housing rights under the Fair Housing Act and Illinois Human Rights Act, document beneficiaries' receipt of such information, and provide a copy of the documentation to PJ within one (1) month of sale of the Project unit. PJ shall approve DEVELOPER's fair housing rights information prior to its distribution to Project beneficiaries. The fair housing rights information shall include the contact information for Prairie State Legal Services and Lake County Community Development.
 - D. DEVELOPER shall attend a fair housing rights training session annually, from the time of Agreement execution through the Period of Affordability. PJ shall host two fair housing rights training sessions per year, and provide notice of such session to DEVELOPER. DEVELOPER may attend either of the sessions, or attend a training session offered by a third party to fulfill the annual requirement. PJ staff shall track attendance at training sessions to ensure DEVELOPER's compliance with this Paragraph.
 - E. Failure of DEVELOPER to comply with the annual fair housing training session requirement or the distribution of fair housing rights information requirement will constitute a violation of this Agreement and may result in a remediation plan, withholding of future payments, termination of the Agreement, or required repayment of all funds disbursed under this Agreement. The extent of action taken shall be determined by PJ on a case-by-case basis.
22. DEVELOPER shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix A to 2 CFR Part 25, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR Part 170.

23. NON-DISPARAGEMENT

- A. DEVELOPER agrees that it shall take no action which is intended, or would reasonably be expected, to either defame or disparage the PJ or any of PJ's employees.
- B. For purposes of this provision:
 - 1) "Disparage" shall mean the making of any false statement, written or oral, about the PJ's ability to perform its duties under the HOME Program, this Agreement, or any responsibilities related thereto.
 - 2) "Defame" shall mean the making of any slanderous or libelous statement that damages the reputation of the PJ or its employees.
- C. PJ will report all incidences of disparagement or defamation to the Housing and Community Development Commission and the County Board as part of the Grant Performance Update.
- D. DEVELOPER and PJ hereby agree and acknowledge that this non-disparagement provision is a material term of this Agreement, the absence of which would have resulted in either party refusing to enter into the Agreement.
- E. This non-disparagement provision shall remain enforceable throughout the term of this Agreement and for a period of twelve (12) months after the conclusion of the Period of Affordability.
- F. Nothing herein shall prevent DEVELOPER from making any truthful statement in connection with any legal proceeding or investigation by the PJ, HUD, or any other governmental authority.

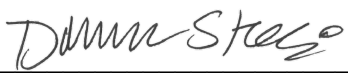
24. MISCELLANEOUS PROVISIONS

- A. Amendments: This Agreement may not be amended without PJ approval. Any amendment to this Agreement must be in writing and signed by a duly authorized representative of both parties. Such amendment(s) shall not invalidate this Agreement, nor relieve or release PJ or DEVELOPER from its obligations under this Agreement. However, PJ may amend this Agreement without DEVELOPER approval, to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendment(s) results in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both PJ and DEVELOPER.
- B. Subject to Financial Assistance: This Agreement is made subject to financial assistance agreements between the PJ and the United States Department of Housing and Urban Development, with the rights and remedies of the parties hereto being in accordance with this Agreement.

- C. Assignment: Except as provided per Contractor Selection and Bidding hereof, DEVELOPER shall not assign this Agreement or any part thereof and DEVELOPER shall not transfer or assign any HOME funds, property or assets acquired using HOME funds or claims due or to become due hereunder, without the written approval of the PJ having first been obtained.
- D. Headings: The section and paragraph headings of this Agreement are for convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement, and should be ignored in construing or interpreting this Agreement.
- E. Severability: If a provision of this Agreement is or becomes illegal, invalid, or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of this Agreement, or the validity or enforceability in other jurisdictions of that or any other provision of this Agreement.
- F. Integration: This Agreement, along with any exhibits, appendices, addenda, schedules, and amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. The parties hereby acknowledge and represent, by affixing their signatures hereto, that said parties have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement, made by or on behalf of any other party or any other person or entity whatsoever, prior to the execution of this Agreement. The parties hereby waive all rights and remedies, at law or in equity, arising or which may arise as the result of a party's reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance, provided that nothing herein contained shall be construed as a restriction or limitation of said party's right to remedies associated with the gross negligence, willful misconduct or fraud of any person or party taking place prior to, or contemporaneously with, the execution of this Agreement.
- G. Agreement Duration: As delineated in Paragraph 8, this Agreement will remain in effect for the Period of Affordability required by Federal regulation under the HOME Program and record keeping requirements as prescribed herein, unless determined by PJ pursuant to the terms of this Agreement above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates recited below.

**LAKE COUNTY
CONSORTIUM**

By: 
Dominic Strezo, Community Development
Administrator

Date: 4/22/26

**COMMUNITY PARTNERS FOR
AFFORDABLE HOUSING**

By: 
Rob Anthony, President

Date: 4-20-26



COMMUNITY
PARTNERS for
**AFFORDABLE
HOUSING**

ATTACHMENT 3

Main Office

800 S. Milwaukee Ave., Suite 201 Libertyville, IL 60048

Community Partners for Affordable Housing Resident Selection Criteria

Non-Discrimination Policy

Community Partners for Affordable Housing (CPAH) is an Equal Housing Opportunity provider and conducts business in accordance with the U.S. Fair Housing Act, the Illinois Human Rights Act and City of Highland Park and other local anti-discrimination laws and policies. The fair housing logo will be used on all promotional material.

Threshold Eligibility Criteria Income

Maximum household income must not exceed 120% of the Chicago area median income (AMI), adjusted for household size, as published from time to time by the Department of Housing and Urban Development. In the case where funding sources require lower household income, those regulations will prevail. In most cases, funding sources require the total household income to be less than of 80% of the Chicago AMI, adjusted for household size.

Housing and Debt Ratios

Housing to Income Ratios (defined as monthly housing payment for principal, interest, taxes and insurance divided by monthly household income) may not exceed 35% of gross household income. Debt to Income Ratios (defined as total monthly household debt payments divided by monthly household income) may not exceed 43% of gross household income. Combined Loan To Value Ratios (defined as the total of loan amounts divided by the re-sale restricted value of the home) may not exceed 100%.

Assets

Non retirement-restricted assets for the household may not exceed 100% of the Chicago AMI for the household size, measured after house closing. The Board will publish an approved list of inclusions and exclusions (see list in packet) for purposes of calculating the value of assets subject to this requirement. In addition to the foregoing, the head of household or spouse/domestic partner may not own other residential property at the time of purchase. Retirement assets are not subject to an asset limit.

Down Payment

Homebuyers are required to contribute a minimum of 1% of the net purchase price or \$1,000, whichever is greater, of their own funds as earnest money that will be applied to the purchase of the home.

Gifts

Gifts to help purchase the home may not exceed \$10,000.

Reserves.

Homebuyers must have at least one month of principal, interest, taxes, insurance and condo/homeowner association fees in reserve prior to closing.

www.cpahousing.org
phone 847.263.7478
fax 847.796.8060

Homebuyer Education

Homebuyers must complete the CPAH Information Session and a HUD certified homebuyer education class either at CPAH or another HUD certified program. County Affordable Housing Corporation's pre-purchase counseling program or other pre-purchase counseling certified by the U.S. Department of Housing and Urban Development. First-time homebuyers are defined as individuals who have not owned a home during the prior three-year period, a single parent who has only owned with a former spouse while married, an individual who is a displaced homemaker and has only owned with a spouse, an individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations, and an individual who has only owned a property that was not in compliance with State, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.

Mortgage Qualified

Applicants must be mortgage qualified by a participating mortgage lender. A pre-approval letter must be submitted.

Residency Requirement

Applicants must be legal residents of the United States.

Secondary Selection Criteria

For the purpose of ordering the waiting list in instances where there are two or more households who are determined through the application process to be conditionally eligible and qualify for the same dwelling unit under the occupancy guidelines below, priority will be given to households who meet the following criteria:

Local Priority

Households who have lived for the past 12 consecutive months in the community where the home is located or the head of household or spouse/domestic partner works in the community where the home is located will receive a local priority. An individual will be considered to work in the community if he/she is currently employed or has a bona fide offer to work in the community. For purposes of this policy, a person must work in community at least 20 hours per week to be considered to work in the community. For purposes of this policy, an applicant will be considered a resident of the community if they rented in the community within five years of submitting their application and were involuntarily displaced as a result of fire, disaster, government action, or action by a private owner that the tenant could not control or prevent. For purposes of this policy, a person shall qualify as the head of household's "Domestic Partner" if: (i) neither the head of household nor such person is married; (ii) each of the head of household and such person is at least eighteen (18) years old and competent to consent and enter into legally binding contracts; (iii) the head of household and such person are not related to each other by blood closer than would bar marriage in the State of Illinois; (iv) the head of household and such person is each other's sole Domestic Partner; (v) the head of household and such person are mutually responsible for each other's common welfare; and (vi) such person satisfies at least one of the following criteria: (a) such

person is the primary beneficiary under the head of household's will; (b) the head of household and such person have joint ownership of a motor vehicle; (c) the head of household and such person have a bona-fide joint credit account; (d) the head of household and such person have a bona-fide joint checking or savings account; (e) such person is designated as the primary beneficiary of the head of household's life insurance or retirement benefits; or (f) such person holds a power of attorney for healthcare decisions for the head of household.

Low-Income

Households with incomes that do not exceed 80% of the Chicago AMI will receive a low-income priority. In the case where funding source mandate maximum incomes lower than 80% of the Chicago AMI, those regulations will prevail.

Affordable Housing Inventory

With the approval of the Board of Directors, and when permitted by funding sources, households who have sold or entered into a contract to sell their dwellings to CPAH, thereby contributing to CPAH's affordable housing inventory, will receive an affordable housing inventory priority.

Occupancy Guidelines.

To ensure that units are not underutilized, household size will be matched to the following unit sizes whenever possible:

Unit Size Minimum Household Size

- | | |
|---|------|
| 1 | BR 1 |
| 2 | BR 2 |
| 3 | BR 3 |
| 4 | BR 5 |

The maximum occupancy in homes purchased or rented under the program will be based on the regulations established by the unit of local government where the home is located.

SALES AGREEMENT

SELLER: CPAH CLT LLC, an Illinois limited liability company
ADDRESS: 800 S. Milwaukee, Suite 201, Libertyville, IL 60048

BUYER: Raul Josue Alvarado and Leslie Herrera
ADDRESS: 1012 Flossmoor Avenue
 Waukegan, IL 60085
PHONE: 312-912-4281; 847-770-7471

PROPERTY SOLD: 1500 McCraren Road, Highland Park, IL 60035

THE BUILDING AND APPURTENANT IMPROVEMENTS ONLY (the “**Unit**”), as presently erected on the premises situated in the County of Cook, State of Illinois described in **Exhibit A**

AGREEMENTS:

Buyer agrees to purchase and Seller agrees to sell the Unit in accordance with the following terms and conditions:

1. **Purchase Price.** Buyer agrees to pay Seller for the Unit the purchase price set forth below (the “Purchase Price”), which Purchase Price is subject to adjustments as expressly provided in this Agreement, as follows:

GROSS PURCHASE PRICE: \$475,000 (TO BE ADJUSTED PER LENDER APPRAISAL)
SUBSIDY (defined below): \$265,000 (TO BE ADJUSTED PER LENDER APPRAISAL)

NET PURCHASE PRICE: \$210,000

- | | | |
|-----|---|-----------|
| (a) | Earnest money due upon signing of the Sales Agreement. | \$2100 |
| (b) | Subsidy (defined below). | \$265,000 |
| (c) | The balance of the Gross Purchase Price, plus or minus prorations and minus Subsidy, shall be paid on the Closing Date (as defined in Section 2 below) by Cashier’s or Certified Check. | \$207,900 |

2. **Closing Date.** Buyer shall acquire, and Seller shall sell and convey, the Unit to Buyer (the “**Closing**”) on June 30, 2026 or such other date as mutually agreed upon by the parties, or on the date to which such date is extended by reason of Section 6 below (the “**Closing Date**”). The Closing shall take place, unless subsequently agreed otherwise, at the Northbrook office of Stewart Title Insurance Company (the “**Title Insurer**”). Buyer shall complete the closing documents and mortgage papers in preparation for the Closing as and when requested to do so by Seller and Buyer’s mortgage lender, if any.

3. **Proration of Real Estate Taxes and Payment of Closing Costs.**

(a) Buyer (or Buyer's mortgage lender ("**Lender**") shall receive the bill for, and pay, any outstanding 2025 general real estate taxes (payable in 2026) and any outstanding 2026 general real estate taxes (payable in 2027) that have not been paid by CPAH before closing. In consideration thereof, Buyer will receive a credit at Closing in the amount of the "**Buyer Tax Credit**", which amount is defined and explained in **Exhibit B** attached hereto. Such proration is final. Further, Buyer (or Lender) will receive the bill for, and pay, general real estate taxes assessed against the Unit and the Land for subsequent years so long as Buyer holds a fee interest in the Unit and a leasehold interest in the Land. Seller hereby agrees to promptly deliver to Buyer any bill for 2025 and 2026 taxes (payable in 2026 and 2027, respectively) and for taxes for subsequent years applicable to the Unit and/or Land and received by Seller. It shall be Buyer's responsibility to notify Lender of this Agreement and to make proper arrangements for the escrow and payment of said general real estate taxes.

(b) Seller shall pay the amount of real estate transfer tax imposed by state law and county ordinance, if any, and seller shall pay the amount of any real estate transfer tax imposed by Highland Park local ordinance. Both parties agree to execute any declarations or any forms required in connection with the payment of any such taxes. Seller shall pay the title charges customarily charged to Seller by the Title Insurer and Buyer shall pay any such charges customarily charged to Buyer for, but not limited to, recording Buyer's deed and any mortgage and the charge for continuation title search to cover recordation, as well as any charges attributable to any mortgage of Buyer.

(c) **Bill of Sale.** All personal property defined and listed on a bill of sale in the form of **Exhibit C** attached hereto (the "**Personal Property**" and the "**Bill of Sale**") shall be conveyed by Seller to Buyer.

4. **Special Affordable Housing Provisions.**

(a) Buyer acknowledges that the intention of the parties is to have the Unit sold and purchased and at all times owned and occupied as "affordable housing."

(b) Seller agrees to provide Buyer with a subsidy in the amount of **\$265,000** (the "**Subsidy**" to be adjusted per lender's appraisal) to be applied solely towards the Gross Purchase Price of the Unit, as set forth in Section 1 of this Agreement. The Subsidy shall be provided by Seller to Buyer at Closing in the form of a credit against the Gross Purchase Price equal to the Subsidy.

(c) Seller shall convey title to the Unit to Buyer, and Buyer shall accept title to the Unit subject to and at Closing execute, the CPAH CLT LLC Ground Lease in the form of **Exhibit D** attached hereto (the "**Ground Lease**"). At or before Closing: (i) Buyer shall execute and deliver to Seller the Letter of Stipulation of Owner (as defined in the Ground Lease), (ii) Buyer shall cause its legal counsel to execute and deliver to Seller the Acknowledgment of Legal Counsel (as defined in the Ground Lease), and (iii) Buyer shall deliver to Seller copies of the insurance policies required to be carried by Buyer.

(d) Seller shall provide and Buyer agrees to execute and record a ten-dollar subordinate mortgage and note in the form of **Exhibit E** attached hereto.

5. **Title Commitment.** Seller shall deliver or cause to be delivered to Buyer or Buyer's agent at least seven (7) days prior to the Closing Date, at Seller's cost and expense, a title commitment for an Owners' ALTA Form B title insurance policy with extended coverage over general exceptions 1 through 5 of Schedule B of said policy, issued by the Title Insurer in the amount of the Purchase Price, covering Buyer's fee interest in the Unit and Buyer's leasehold interest in the Land, on or after the date hereof, showing title in Seller subject only to the "**Permitted Exceptions**" set forth at Exhibit B to the Special Warranty Deed (as defined below). The aforesaid title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated.

If the title commitment discloses exceptions other than the Permitted Exceptions (the "**Unpermitted Exceptions**"), Seller shall have ten (10) days from the date of delivery thereof to have the Unpermitted Exceptions removed from the commitment or to have the Title Insurer commit to insure against loss or damage that may be occasioned by such Unpermitted Exceptions, and, in such event, the time of closing shall be a date within (20) days following delivery of the commitment as mutually agreed in writing by the parties. If Seller fails to have Unpermitted Exceptions removed, or in the alternative, to obtain the commitment for title insurance specified above as to such Unpermitted Exceptions within the specified time, Buyer may, upon written notice thereof given to Seller within ten (10) days of the expiration of said ten (10) day period, elect either to terminate this Agreement or to take such title as Seller is able to deliver. If Buyer fails to give any notice within said ten (10) day period or elects to terminate this Agreement, this Agreement shall become null and void without further action of the parties, all earnest money shall be returned to Buyer and thereupon, neither party shall have any further rights or obligations under this Agreement.

6. **Conveyance of Title.** At Closing, Seller shall convey title to the Unit to Buyer, or cause title to the Unit to be conveyed to Buyer, by a Special Warranty Deed attached hereto as **Exhibit F**.

If the parties who are named as Buyer are husband and wife, title to the Unit shall be conveyed to said persons as tenants by the entirety, unless Buyer shall otherwise direct seller in writing, within the Attorney Review Period, as defined below. If Buyer intends to hold title to the Unit in an Illinois Land Trust or other title holding entity, then Buyer shall so notify Seller in writing within the Attorney Review Period, as defined below.

7. **Survey.** Concurrently with the execution of Agreement, Seller has furnished Buyer with a survey of the Land attached hereto as **Exhibit G** (the "Original Survey") **dated April 1, 2025** the event Buyer has objections to matters disclosed on the Survey, Buyer's attorney shall identify those objections in writing during the Attorney Review Period, as defined below.

8. **Assignment.** Buyer shall not assign or transfer this Agreement or any of Buyer's rights or interests hereunder and any such attempted or purported assignment shall be automatically null and void.

9. **Agency.** Each party designated as “Buyer” on the front of this Agreement does hereby irrevocably authorize the other for, and in his/her name, or as his/her agent, in dealing with Seller to do, execute and/or perform any act, deed, matter or thing whatsoever with reference hereto, with reference to the Unit, and does hereby ratify and confirm all that such agent may do by virtue hereby.

10. **Unit Broker.** Buyer represents and warrants to Seller that Buyer has had no dealings with respect to the purchase and sale of the Unit with any broker or Unit dealer and that the purchase and sale of the Unit was negotiated and made directly between the parties hereto.

11. **Defaults and Termination.** If Buyer should fail or refuse to perform any obligation of Buyer under the terms of this Agreement and such failure continues for ten (10) days after Buyer delivers to Seller written notice of such failure, then at the option of Seller, this Agreement shall be terminated and all sums theretofore paid by Buyer shall be forfeited and paid to Seller as liquidated damages and not as penalty as Seller’s sole and exclusive remedy at law or in equity.

If Seller fails to perform any of Seller’s obligations under this Agreement and such failure continues for ten (10) days after Buyer delivers to Seller written notice of such failure, Buyer’s only remedy shall be to terminate this Agreement by written notice delivered to Seller. Upon such termination, all payments made by Buyer to Seller under this Agreement shall be returned to Buyer and thereupon this Agreement shall be and become null and void and of no further force or effect and neither party shall have any further rights or obligations hereunder.

12. **R.E.S.P.A** Buyer and Seller hereby agree to make all disclosures and do all things necessary to comply with the applicable provisions of the Property Settlement Procedures Act of 1974, and as thereafter amended. In the event that either party shall fail to make appropriate disclosure when asked, such failure shall be considered a breach on the part of said party.

Notices. All notices, demand or communications required or desired to be given pursuant to the terms of this Agreement shall be in writing and served personally, by recognized courier service or sent certified or registered mail, postage prepaid, return receipt requested, at the address of the parties indicated on the first page of this Agreement, with a copy also being sent to Seller’s Attorneys: **Eric Feldman, 53 W Jackson Blvd, Suite 1622 Chicago IL 60604, 312-344-3529;** and to **Buyer’s Attorneys: Adam Picklin, 1200 Shermer Road, Suite 480, Northbrook, IL 60062. 847-965-8686.**

13. Notices shall be effective as of the date of delivery if by fax or email, or by receipt (or refusal of receipt) or two (2) days after deposit in the U.S. mail.

14. **Possession and Entry.** Buyer shall be entitled to occupancy and possession of the Unit from and after the Closing provided Seller has received at Closing payment in full of the Purchase Price and the other amounts required to be paid by Buyer at Closing. Prior to Closing, all construction equipment, tools, excess materials and rubbish will be removed from the Unit and the Land and disposed of and at said Closing, Seller will deliver possession of the Unit in broom clean condition. If Buyer, or its employees, agents or contractors, shall enter the Unit prior to Closing, which Buyer acknowledges it shall not do without Seller’s prior consent, such entry shall be at Buyer’s sole risk and Buyer hereby releases Seller and agrees to indemnify and hold Seller

harmless from and against any and all loss, damage, claim, expense, cost, fine, penalty and liability (including, without limitation, attorney's fees and court costs) arising out of, relating to or resulting from: (a) injury or damage to Buyer's person or property or to the person or property of any agent or employee of Buyer, of any persons accompanying Buyer or any other party and (b) the entry into the Unit by Buyer or its employees, agents or contractors. Any delay in the completion of the Unit which arises due to such entry of Buyer or its employees, agents or contractors shall not be the responsibility of Seller.

15. **Miscellaneous.**

(a) This Agreement, together with all exhibits, riders and other attachments hereto and all applications and other documents submitted to Seller by Buyer in connection herewith, constitutes the entire understanding and agreement between the parties hereto. No representations, warranties, undertaking or promises, whether written or oral, expressed or implied, have been made by either Seller or Buyer, or their respective agent, unless expressly stated herein or unless mutually agreed upon in writing by the parties.

(b) All amendments, supplements, or riders hereto, if any shall be in writing and executed by both parties.

(c) Time is of the essence of this Agreement.

(d) The headings and captions contained herein are inserted for convenient reference only and shall not be deemed to construe or limit the Section to which they apply.

(e) Exhibits, riders and supplements attached hereto are by this reference incorporated herein.

(f) Buyer shall not record this Agreement nor any memorandum of this Agreement, any such recording being deemed to be a default by Buyer hereunder.

(g) This Agreement is not assignable by either part without prior written consent of the other.

(h) The invalidity, illegality, or unenforceability of any agreement, condition, reservation, or other provision of this Agreement, in its entirety or as applied to particular circumstances, shall not impair or affect in any manner the validity, legality, enforceability or effect of the remainder of this Agreement.

16. Intentionally omitted.

17. **Buyer's Status.** Buyer represents and warrants to Seller that there is nothing in Buyer's status which could or might preclude or prevent Buyer from consummating this transaction as herein set forth that all documents executed and delivered by Buyer to Seller to confirm Buyer's qualifications as a party entitled to purchase the Unit are true, complete and accurate in all respects as of the date of this Agreement and as of the Closing Date.

18. **Attorney Review.** The attorney for the Buyer may approve or disapprove of this Agreement, including all Exhibits hereto, within seven (7) business days after the date of Seller's acceptance of this Agreement (the "**Attorney Review Period**"). Any notice of disapproval shall be in writing in accordance with Section 14 above. If within the Attorney Review Period the Buyer's attorney serves such notice to Seller, this Agreement shall be null and void and the earnest money refunded to Buyer. If such notice is not served within the Attorney Review Period, this provision shall be deemed waived by the Buyer and this Agreement shall remain in full force and effect.

19. **Home Inspection.** Buyer may secure at Buyer's expense a home, radon, lead-based paint and/or lead-based paint hazards, and/or wood insect infestation inspections of the property by one or more professional inspection services within seven (7) business days after the date of Seller's acceptance of this Agreement (the "**Home Inspection Period**"). Buyer shall serve written notice upon Seller of any defects (i.e., items that do not conform to the requirements of this contract) within three (3) business days following such inspection. If a written agreement cannot be reached by Buyer and Seller prior to closing with respect to resolution of inspection issues, then either Buyer or Seller may terminate this Agreement by written notice to the other party, and this Agreement shall be null and void and the earnest money refunded to Buyer.

20. **Earnest Money.** The earnest money shall be held by Eric Feldman & Associates, P.C. in a non-interest-bearing account for the mutual benefit of the parties.

21. **Mortgage Contingency.** This Agreement is contingent upon Buyer's ability to secure within thirty (30) days after the date hereof, an unconditional written mortgage loan commitment (except for matters of title or survey or other matters totally within buyer's control) with a fixed interest rate not to exceed four percent (7.5%) per annum, amortized over not less than thirty (30) years, (the "Commitment"). In the event Buyer is unable to procure the Commitment and Buyer notifies Seller thereof as provided in this Agreement, this Agreement shall be null and void, the earnest money shall be promptly returned to Buyer and Seller shall have no right to obtain financing for Buyer.

IN WITNESS WHEREOF, the parties hereby have executed this Sales Agreement on 05 / 21 / 2026

BUYER(S):



Raul Josue Alvarado



Leslie Herrera

By: CPAH CLT LLC, an Illinois limited liability company

By: Community Partners for Affordable Housing, an Illinois not for profit corporation, its sole and managing member.

By: Robert Anthony

Its: President

Exhibit A

Legal Description of Property

LOT 13 IN SHERWOOD FOREST SUBDIVISION, OF PART OF THE NORTH WEST QUARTER OF THE NORTH WEST QUARTER OF SECTION 27 AND PART OF THE NORTH EAST QUARTER OF SECTION 28 AND LOT 3 OF MOONEY'S COMMERCIAL SUBDIVISION, ALL IN TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED OCTOBER 27, 1930, AS DOCUMENT 360987 IN BOOK "V" OF PLATS, PAGES 48 AND 49, IN LAKE COUNTY, ILLINOIS.

PIN: 16-27-110-007

Commonly Known As: 1500 McCraren Road, Highland Park, IL 60035

Exhibit B

Tax Proration

2025 Taxes (payable in 2026) and 2026 Taxes (payable in 2027)

Tax credit will be on a prorated basis for the number of days in 2025 and 2026 that buyer did not own the home. If the tax bill is available, 2025 taxes will be based on the actual bill, and the 2026 will be based on 105% of 2025 taxes.

PRORATION = a fraction, the numerator being the number of days in Calendar Year 2025 prior to the date of Closing and the denominator being 365.

BUYER TAX CREDIT = ESTIMATED ANNUAL TAXES x PRORATION
--

These figures may be confirmed by contacting the Moraine Township Assessor, Tom Healy, at 847-432-3240 or assessor@morainetownship.org

Exhibit
BILL OF SALE

Seller, CPAH CLT LLC, an Illinois limited liability company, of Lake County, in the State of Illinois, in consideration of Ten and 00/100 Dollars, receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over to **Raul Josue Alvarado and Leslie Herrera** SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS set forth below, the following described personal property, if any, located at the property commonly known as **1500 McCraren Road, Highland Park, IL 60035**, and legally described on Exhibit A attached hereto and made a part hereof (the "Real Estate"), to-wit:

All fixtures, heating, electrical, and plumbing systems, refrigerator, range, and dishwasher, washer and dryer,

(collectively, the "Personal Property"), to be delivered to Buyer at closing.

Seller hereby represents and warrants to Buyer that Seller is the absolute owner of said property, that said property is free and clear of all liens, charges and encumbrances, other than the covenants, conditions and restrictions set forth below, and that Seller has full right, power and authority to sell said personal property and to make this Bill of Sale. All warranties of quality, fitness and merchantability are hereby excluded.

Concurrently with the execution and delivery of this Bill of Sale, Seller is conveying title to the building and improvements only, constructed on the Real Estate (the "Unit") to Buyer pursuant to a Special Warranty Deed (the "Deed") dated the same date as this Bill of Sale.

By its acceptance of this Bill of Sale, Buyer hereby covenants and agrees as follows:

1. Except as expressly provided in Paragraph 2 below, Buyer shall not sell, assign, transfer, lease, or grant a lien on or security interest in, all or any portion of the Personal Property or the Replacement Personal Property (as defined below) without Seller's prior, written consent in each instance, which consent may be granted or withheld by Seller in its sole discretion for any reason or for no reason.

2. If Buyer conveys title to the Unit to any person or entity, including, without limitation, to Seller or any of its affiliates, in compliance with the terms, covenants, conditions and restrictions set forth in the Deed, then simultaneously with such conveyance of the Unit by Buyer, Buyer shall sell, assign, transfer and convey the Personal Property and the Replacement Personal Property, if any, to the purchaser of the Unit from Buyer, for a purchase price of Ten and No/100 Dollars (\$10.00). If Buyer conveys the Personal Property and the Replacement Personal Property in accordance with this Paragraph 2, Buyer shall effect such conveyance in accordance with a Bill of Sale in a form designated by Seller in writing.

3. Buyer shall, at its cost, keep the Personal Property and the Replacement Personal Property (if any) in good condition and repair.

4. Except as expressly provided below in this Paragraph 4, Buyer shall not cause or permit any of the Personal Property to be removed from the Real Estate. Notwithstanding the foregoing terms of this Paragraph 4, Buyer may remove and dispose of any items of the Personal Property which may have become obsolete, unfit for use, or uneconomical to repair, provided Buyer, at its cost, promptly replaces any items of Personal Property so removed or disposed of with other personal property (the "Replacement Personal Property") free of any security interest, lien or encumbrance. The Replacement Personal Property shall be of the same character and at least equal usefulness and quality to the item of Personal Property so removed or disposed of.

5. Upon Seller's request, Buyer agrees to promptly execute and deliver to Seller any UCC financing statements and other documents, instruments and notices (collectively, the "Financing Statements") that Seller may request in order to place of public record the terms, covenants, conditions and restrictions set forth in this Bill of Sale. Buyer also hereby authorizes Seller to record this Bill of Sale and any Financing Statements, whether or not signed by Buyer, in such public offices and records as Seller may select.

IN WITNESS WHEREOF, Seller and Buyer have signed and sealed this Bill of Sale this ____ day of _____, 2026.

SELLER:

CPAH CLT LLC, an Illinois limited liability company

By: Community Partners for Affordable Housing, an Illinois not for profit corporation, its sole and managing member.

By: _____

Its: President

BUYERS:

Raul Josue Alvarado

Leslie Herrera

Legal Description of Property

LOT 13 IN SHERWOOD FOREST SUBDIVISION, OF PART OF THE NORTH WEST QUARTER OF THE NORTH WEST QUARTER OF SECTION 27 AND PART OF THE NORTH EAST QUARTER OF SECTION 28 AND LOT 3 OF MOONEY'S COMMERCIAL SUBDIVISION, ALL IN TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED OCTOBER 27, 1930, AS DOCUMENT 360987 IN BOOK "V" OF PLATS, PAGES 48 AND 49, IN LAKE COUNTY, ILLINOIS.

PIN: 16-27-110-007

Commonly Known As: 1500 McCraren Road, Highland Park, IL 60035

Exhibit D

Ground Lease

[Attached under separate cover]

Exhibit E

Subordinate Mortgage and Note

[Attached under separate cover]

This Document Prepared By:
Eric Feldman
53 W. Jackson Suite 1622
Chicago, IL 60604

After Recording Return To:
Adam Picklin
1200 Shermer Road, Suite 480
Northbrook, IL 60062

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE ONLY

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that CPAH CLT LLC, an Illinois limited liability company, (hereinafter the "Grantor"), having its principal place of business at 800 S. Milwaukee, Suite 201, Libertyville, IL 60048, in consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby **GRANTS, BARGAINS, SELLS AND CONVEYS** to **Raul Josue Alvarado and Leslie Herrera** (hereinafter, "Grantee") who currently resides at **1012 Flossmoor Avenue, Waukegan, IL 60085** the following: THE BUILDING AND APPURTENANT IMPROVEMENTS ONLY, as presently erected on the premises situated in the County of Lake, State of Illinois described in Exhibit A, attached hereto and incorporated herein (the "Property").

TO HAVE AND TO HOLD the herein described building and improvements, together with all rights, appurtenances, estates, title and interests thereto belonging, unto said Grantee, her heirs, successors and assigns forever. Subject to the Permitted Exceptions set forth on Exhibit B attached hereto and incorporated herein, Grantor hereby warrants the title to said property against the lawful claims of all persons claiming by, through or under the said Grantor, but not further or otherwise.

It is the intention of Grantor that the real property underlying the buildings and improvements conveyed herein shall remain vested in Grantor and that this Special Warranty Deed shall convey only such buildings and improvements as are presently erected upon such property.

IN WITNESS WHEREOF, CPAH CLT LLC, an Illinois limited liability company, has caused this Special Warranty Deed to be executed as of this ____ day of _____, 2026.

PIN: 16-27-110-007 (affects the land herein and other property)

Doc ID: dda3ec6ec073da31ea787fe79896ff15eaa7ad07 Page 179 of 197

EXHIBIT A

Legal Description

LOT 13 IN SHERWOOD FOREST SUBDIVISION, OF PART OF THE NORTH WEST QUARTER OF THE NORTH WEST QUARTER OF SECTION 27 AND PART OF THE NORTH EAST QUARTER OF SECTION 28 AND LOT 3 OF MOONEY'S COMMERCIAL SUBDIVISION, ALL IN TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED OCTOBER 27, 1930, AS DOCUMENT 360987 IN BOOK "V" OF PLATS, PAGES 48 AND 49, IN LAKE COUNTY, ILLINOIS.

PIN: 16-27-110-007

Commonly Known As: 1500 McCraren Road, Highland Park, IL 60035

EXHIBIT B

PERMITTED EXCEPTIONS

1. **Ground lease entered into by and between Grantor and Grantee, dated as of the date of this Special Warranty Deed**

THE HIGHLAND PARK HOUSING COMMISSION

RESOLUTION NO. 09-2026

A RESOLUTION AUTHORIZING THE THIRD 2025 SCATTERED SITE AFFORDABLE HOUSING DISBURSEMENT FROM THE HOUSING TRUST FUND OF A PAYMENT TO COMMUNITY PARTNERS FOR AFFORDABLE HOUSING EXPENSES

WHEREAS, the Highland Park Housing Commission ("**Commission**") is an independent municipal corporation created pursuant to Section 33.1101 of "The Highland Park Code of 1968," as amended ("**City Code**"); and

WHEREAS, pursuant to Section 33.1133 of "The Highland Park Code of 1968," as amended ("**City Code**"), the Commission is solely responsible for the City of Highland Park Affordable Housing Trust Fund ("**Housing Trust Fund**"); and

WHEREAS, the purposes of the Housing Trust Fund include: (i) to provide financial resources to address the affordable housing needs of individuals and families of low- and moderate- income households who live or work in the City by promoting, preserving, and producing long-term affordable housing and related services; and (ii) to provide support for not-for-profit organizations that actively address the affordable housing needs of low- and moderate-income households; and

WHEREAS, on February 5, 2025, the Commission considered and approved an agreement with Community Partners for Affordable Housing ("**CPAH**") for the provision of a grant by the Commission to CPAH, in the amount of \$293,550 to be used by CPAH for the acquisition of at least three properties in the City to be prepared and used as affordable housing ("**Scattered Site Agreement**"); and

WHEREAS, Section 33.1133(C)(l) of the City Code requires that disbursements from the Housing Trust Fund shall not be made except by the City Finance Director upon the written direction of the Commission by resolution duly adopted; and

WHEREAS, the Commission has determined that it will serve and be in the best interest of the Commission, the City, and its residents to authorize the City Finance Director to encumber funds from the Housing Trust Fund in an amount not to exceed \$293,550 for the payment to CPAH of the aforementioned grant, in accordance with the terms and conditions of this Resolution and the Scattered Site Agreement; and

WHEREAS, the 2025 Scattered Site Grant Agreement was approved for three drawdown requests and this is the **third drawdown request**. The following drawdowns have been made;

- (a) Drawdown no. 1 of \$97,850 for acquisition of 661 Homewood Avenue approved by HC at Jan. 7, 2026 Housing Commission meeting.
- (b) Drawdown no. 2 of \$97,850 for acquisition of 1342 Ferndale Avenue approved by HC at Jan. 7, 2026 Housing Commission meeting.

THE HIGHLAND PARK HOUSING COMMISSION

RESOLUTION NO. 09-2026

NOW, THEREFORE, BE IT RESOLVED BY THE HIGHLAND PARK HOUSING COMMISSION, as follows:

SECTION ONE: RECITALS. The foregoing recitals are incorporated into, and made a part of, this Resolution as findings of the Highland Park Housing Commission.

SECTION TWO: DISBURSEMENT. The Commission hereby authorizes the City Finance Director to disburse up to **\$97,850.00** to CPAH to reimburse CPAH for the purchase by CPAH of the real property located at **1500 McCraren**, Highland Park, Illinois, in accordance with the Scattered Site Agreement. This is Disbursement **#3** – the final disbursement for this grant

SECTION THREE: AUTHORIZATION. The Chairman of the Commission and the City Finance Director are hereby authorized and directed to execute such documentation as may be necessary to effectuate the disbursement authorized in Section Two of this Resolution.

SECTION FOUR: EFFECTIVE DATE. This Resolution will be in full force and effect upon its passage and approval by a majority of the members of the Housing Commission.

AYES:

NAYES:

ABSENT:

RECUSED:

PASSED:

APPROVED:

ATTEST

Sherri Farris, Vice Chair

Zubin Coleman, Staff Liaison

GRANT AGREEMENT

Between

COMMUNITY PARTNERS FOR AFFORDABLE HOUSING

and

CITY OF HIGHLAND PARK HOUSING COMMISSION

This **GRANT AGREEMENT** (the “**Agreement**”) is entered into as of February 5, 2025, between **COMMUNITY PARTNERS FOR AFFORDABLE HOUSING**, a 501(c)(3) nonprofit corporation, with offices at 800 Milwaukee Avenue, #201, Libertyville, IL 60048, and the **CITY OF HIGHLAND PARK HOUSING COMMISSION**, an Illinois municipal corporation, with offices at 1150 Half Day Road, Highland Park, IL 60035.

SECTION 1. RECITALS.

A. The Housing Commission was created by the City of Highland Park, Illinois (“**City**”) for purposes of promoting the development and preservation of decent, affordable housing in the City.

B. The Housing Commission administers the Highland Park Affordable Housing Trust Fund (“**Fund**”), which Fund was established pursuant to ordinance of the City in May 2002.

C. On February 5, 2025, the Housing Commission considered and approved a motion to approve a grant in the amount of \$293,550 for the purchase of three residential units to be maintained permanently as affordable housing units (“**Grant**”), subject to, among other things, the Housing Commission and Grantee entering into this Agreement and certain other documents and agreements evidencing, securing and/or pertaining to the Grant (collectively, the “**Grant Documents**”).

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the Parties agree as follows:

SECTION 2. DEFINITIONS. Whenever used in this Agreement, the following terms have the following meanings, unless a different meaning is required by the context:

“Completion Date”: For each Property that is sold by Grantee to third-party purchasers, the date which is eighteen months after the date on which Grantee conveys to a third-party purchaser its ownership interest in that Property.

“Effective Date”: The date set forth in the first paragraph of Page 1 of this Agreement.

“Grant”: The funds that the Housing Commission has agreed to provide to Grantee pursuant to the terms of this Agreement.

“Grantee”: Community Partners for Affordable Housing, a 501(c)(3) nonprofit corporation.

{00115931.6}

“Housing Commission”: The City of Highland Park Housing Commission, an Illinois municipal corporation, and its authorized designees.

“Parties”: The Housing Commission and the Grantee, collectively.

“Schedule of Construction”: The schedule for commencement and completion of construction of the Project, as set forth in **Exhibit C** which is attached to and incorporated herein by reference.

SECTION 3. PURPOSE AND SCOPE.

Grantee intends to enter into contracts for the purchase of single-family, condominium, or townhome dwellings located at one or more scattered sites in the City, together with all improvements and fixtures thereon and all personal property located on or used in connection therewith (collectively, the **“Properties”**). Grantee proposes to acquire, and make available for purchase or rental by low-income and moderate-income households, the Properties, in accordance with this Agreement, and as more specifically described in the project summary set forth in **Exhibit A** attached hereto and incorporated herein by reference (**“Project Summary”**). The development and sale activity, and all related undertakings by Grantee, is/are referred to in this Agreement as the **“Project”**.

SECTION 4. PERFORMANCE OF PROJECT.

A. **Project Schedule.** Grantee shall undertake the Project pursuant to the Project Summary and the Schedule of Construction, and shall notify and consult with the Housing Commission whenever any event prevents the timely completion of the Project.

B. **Project Construction.** Grantee shall construct the Project, or use reasonable efforts to ensure that the Project is constructed, in the manner contemplated by the Project Summary. Neither the Project Summary nor the Schedule of Construction shall be modified or amended except upon the prior written approval of the Housing Commission.

C. **Leases.** Properties for which Grantee will retain ownership, for lease to third-party tenants, must be made available for lease not later than the date that is six months after the date of completion by Grantee of necessary rehabilitation of each respective Property. All leased Properties must be maintained at all times in a good and habitable condition and in accordance with all applicable property maintenance laws and regulations.

SECTION 5. GRANT DISBURSEMENTS.

A. **Draw Requests.** Subject to the terms and conditions of this Agreement and the other Grant Documents, the Housing Commission shall provide the Grant to the Grantee pursuant to written draw requests submitted by Grantee to the Housing Commission (**“Draw Request”**); provided, however, that the Housing Commission shall have no obligation to disburse any portion of the Grant to the Grantee except upon delivery by the Grantee to the Housing Commission of the following documents and information, in form and substance satisfactory to the Housing Commission and its counsel in their sole discretion:

1. Evidence Regarding the Acquisition of the Properties. CPAH shall provide the Housing Commission with evidence of the seller, location, and anticipated purchase price of the specific Property or Properties to which the particular Draw Request pertains.

2. Compliance with Housing Commission's Requirements. A certification from Grantee that Grantee, to its best knowledge, has complied with the Housing Commission's requirements set forth in Grantee's Grant Application, as approved by the Housing Commission.

3. Evidence Regarding Funding for Project. Evidence (a) of all of Grantee's funding commitments, and (b) that Grantee's sources and applications of funds for the Project, including all equity, debt and grant funds, have not materially changed in any way that would adversely affect Grantee's ability to perform under this Agreement.

4. Marketing Plan and Resident Selection Plan. A marketing plan and resident selection plan for the Properties.

5. Pricing of Units. Documentation on the pricing of the Properties, as stated in the Project Summary.

6. Compliance with Uniform Relocation Act. Evidence of its compliance with the relocation noticing provisions and a copy of its relocation plan, to the extent applicable, as required by the Uniform Relocation Act, 42 U.S.C. 61 *et seq.*

7. Additional Documents. Such other documents as the Housing Commission, its designees, or its counsel may reasonably request as a condition precedent to disbursement of any portion of the Grant.

B. Deadline for Submittal of Draw Requests. Grantee shall submit all Draw Requests within 24 months after the Effective Date of this Agreement; provided, however, that Grantee may request an extension of such date, which request shall be reviewed by and shall be subject to approval by the Housing Commission, in its sole discretion. The Parties acknowledge and agree that the granting of any such extension shall not require an amendment to this Agreement. Grantee acknowledges and agrees that it will have no right or claim to any portion of the Grant for which a Draw Request is not timely submitted in accordance with the requirements of this Section 5.B.

SECTION 6. LEASES AND TRANSFERS OF PROPERTY.

To protect and maintain the goals of Grantee and the Housing Commission, at no time shall title to any portion of any Property be leased, transferred, or encumbered except in compliance with the requirements set forth in this Section 6. For purposes hereof, "transfer or encumbrance" includes (a) any sale, lease, sublease, conveyance, assignment, pledge, or mortgage of any portion of, or interest in, any Property, and (b) any transfer, encumbrance, or pledge of any ownership or controlling interest in (i) Grantee; (ii) any other entity that owns or occupies any of the Properties or any part thereof; or (iii) any constituent (e.g. shareholders, partners, or members) of Grantee or any such owning or occupying entity.

A. Execution and Recordation of Restrictive Covenant. Not later than three business days after acquiring a Property, and prior to leasing, transferring, or encumbering any Property, Grantee must execute and record a restrictive covenant against the Property to preserve the affordability of the Property ("***Restrictive Covenant***"), in the general form of **Exhibit B** attached hereto and incorporated herein by reference. In connection therewith:

1. The Restrictive Covenant must contain, without limitation, the following provisions:

a. The seller of the Property must provide written notice to the Housing Commission of any transfer of ownership of any portion of the Property, which notice must include the full contact information of the new owner(s) of the Property;

b. The Property must be maintained, operated, marketed, and used as affordable housing in strict compliance with the then-applicable marketing plan, resident selection plan, and pricing documentation submitted by Grantee pursuant to Sections 5.A.4 and 5.A.5 of this Agreement, except as may be approved by the Housing Commission, by resolution duly adopted, in its sole and absolute discretion;

c. The Housing Commission may enforce the Restrictive Covenant, which enforcement may include specific performance, the filing and foreclosure of liens, and reimbursement of the Grant; and

d. In the event of a change in law that affects the existence or organization of the Housing Commission, the City of Highland Park may exercise all rights granted to the Housing Commission pursuant to the Restrictive Covenant.

2. In the event that Grantee has granted any mortgage or other security interest in any Property prior to recordation of the Restrictive Covenant, the mortgagee or holder of the security interest must either: (a) release its mortgage or security interest prior to recordation of the Restrictive Covenant; or (b) agree in writing to subordinate its interest in the Property to the Housing Commission.

B. Marketing, Resident Selection, and Unit Pricing. All Properties for which a Draw Request has been submitted by the Grantee and approved by the Housing Commission must be maintained, operated, marketed, and used in strict compliance with the then-applicable marketing plan, resident selection plan, and pricing documentation submitted by Grantee pursuant to Sections 5.A.4 and 5.A.5 of this Agreement, except as may be approved by the Housing Commission, by resolution duly adopted, in its sole and absolute discretion.

C. Transfers and Encumbrances. No portion of any portion of any Property be leased, transferred, or encumbered without the prior written consent of the Housing Commission in each instance, unless such transfer or conveyance complies in all respects with the terms and conditions of this Agreement and of the Restrictive Covenant; provided, however, that Grantee may transfer all or any portion of a Property to a wholly-owned subsidiary, parent corporation, or affiliate of Grantee upon notice to, but without the need for written consent of, the Housing Commission.

SECTION 7. REPORTING AND NOTICES.

So long as this Agreement is in effect, Grantee shall:

A. Progress Reports. Deliver to the Housing Commission, on a quarterly basis or on such other timeline as requested by the Housing Commission, progress reports in form and substance acceptable to the Housing Commission, setting forth such information as the Housing Commission shall require, including but not limited to pricing of the Properties, income qualifications of initial purchasers of the Properties, stages of completion of construction, schedule updates, reports on the use of funds, evidence of Grantee's financial status, and performance relative to the Agreement in a form to be provided by the Housing Commission. To further permit the verification of such status, Grantee will permit any person designated by the Housing Commission to visit and inspect the Project, and to review the books and financial records of Grantee, and Grantee will discuss its affairs, finances and accounts with the Housing Commission at such reasonable times and as often as may be requested by the Housing Commission.

B. Quarterly Reports to Housing Commission. CPAH shall provide the above quarterly reports on the following schedule:

May 1, 2025, August 1, 2025 November 1, 2025, January 1, 2026.

C. Notice to Be Provided to Housing Commission. Promptly give written notice to the Housing Commission as soon as reasonably possible of:

1. Any condition, event or act which constitutes an Event of Default (as defined in Section 12 of this Agreement) or which, with the giving of notice or lapse of time, or both, could constitute an Event of Default under this Agreement;
2. Any pending material litigation or any government order specifically and materially affecting Grantee or the Project;
3. Any change of name, address, identity, or ownership of Grantee;
4. Any other event or fact which may reasonably be deemed by the Housing Commission to adversely affect the financial or operating conditions of either Grantee or the Project; and
5. Any other event or fact for which notice is required by this Agreement or other applicable law or regulation.

SECTION 8. RECORDKEEPING, MONITORING, EVALUATION AND AUDIT.

A. Retention of Records. Keep such beneficiary and other demographic records and financial information as the Housing Commission may require. Such records will include information pertaining to (1) authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income as applicable, and (2) Project performance and efforts to comply with the provisions of the Agreement. All such records, and all other records pertinent to the Grant and work undertaken as part of this Agreement, shall be retained by Grantee for the duration of the

Agreement. Grantee shall furnish the Housing Commission with any periodic reports it may request pertaining to the activities undertaken under this Agreement, and certify the accuracy of the information contained in the periodic reports, including any close-out reports, the costs and obligations incurred in connection with the Project and any other matters covered by this Agreement. Grantee shall furnish the Housing Commission operating statements, if any, and other such financial and Project information which it shall require. Failure to submit requested reports or records within a reasonable time after request may result in termination of this Agreement. If any claim, litigation, or audit is started before expiration of this Agreement, the records shall be retained by Grantee until all litigation, claims, or audit findings involving the records or the Agreement have been fully resolved or terminated.

B. Access to Property. During the Project, Grantee shall grant representatives and designees of the Housing Commission access to the Properties on a monthly basis, or such other time as reasonably requested by the Housing Commission, for the purpose of inspecting Grantee's progress in completing the Project and for review of Grantee's and the Project's books and records, all at Grantee's cost and expense.

SECTION 9. OTHER TERMS AND CONDITIONS.

A. Recognition of Housing Commission's Contribution. Give recognition to the Housing Commission for its contribution to the Project in any advertisements (printed or radio and television) that promote the Project, and in any literature, programs, leaflets, flyers and other materials that promote the Project.

B. Compliance with Fair Housing Amendments Act. At all times (i) manage the Project in compliance with the Fair Housing Amendments Act of 1988 and any similar State of Illinois fair housing laws, and (ii) affirmatively market the Project to all eligible beneficiaries in a non-discriminatory manner.

C. Compliance with Laws. Take all actions necessary to preserve its right to continue business and operate within the limits set forth in its governing corporate or partnership documents, and under the applicable laws, regulations and ordinances of the United States of America, and any state or political subdivision thereof.

SECTION 10. NEGATIVE COVENANTS.

So long as this Agreement remains in effect, Grantee shall not, without the prior written consent of the Housing Commission:

A. No Violation of Laws. Permit any violation or notice of violation of any law, ordinance or regulation of any governmental authority, during or after construction of the Project, including all environmental laws, ordinances or regulations.

B. No Change in Nature of Business. Substantially change the nature of Grantee's business from that currently being conducted; or change the nature or scope of the Project.

C. No Religious Service Requirements. Require persons to participate in any religious service as a condition of receiving shelter or any other housing related assistance.

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D. No Conflict of Interest. The Grantee will ensure that it has adequate procedures in place to enable early identification and effective management of any conflicts of interest which it or its Staff may have in relation to this Agreement. Upon identification by Grantee of a conflict of interest, it will notify the Housing Commission of the conflict and of its proposed plan for management of the conflict.

SECTION 11. TERMINATION OF CERTAIN OF GRANTEE'S OBLIGATIONS.

As of the respective Completion Date for each Property sold by Grantee to a third-party purchaser, Grantee's obligation to deliver progress reports to the Housing Commission as set forth in Section 7.A of this Agreement for such Property shall be on an annual basis (rather than a quarterly basis), or on such other timeline as the Housing Commission may request.

SECTION 12. EVENTS OF DEFAULT AND ENFORCEMENT.

A. Event of Default. If Grantee defaults in the performance or observance of any covenant, agreement or obligation under this Agreement, the Restrictive Covenant, or any other Grant Document, or if the Housing Commission at any time reasonably believes after appropriate inquiry that completion of the Project is impaired, or has reason to believe after appropriate inquiry that the Project will not be approved by the appropriate governmental and regulatory authorities, and if such default or non-performance remains uncured for a period of 60 days after written notice specifying such default and the actions required to correct the same shall have been given by the Housing Commission to Grantee or other such person, then such uncured breach or default shall constitute an "**Event of Default**" hereunder.

B. Any Action at Law or In Equity. Upon the occurrence of an Event of Default under this Agreement, the Housing Commission may take whatever action at law or in equity as it deems most effectual to enforce the obligations of Grantee under this Agreement and to abate, prevent or enjoin any violation or attempted violation of the provisions of this Agreement as a result of such Event of Default or violation or attempted violation of the provisions of this Agreement; provided, however, that under no circumstances shall the Housing Commission have the right to recover monetary damages against any of Grantee's officers, directors, or shareholders in their personal capacities. Nothing in this Section 12.B shall be deemed or interpreted as prohibiting the Housing Commission from recovering monetary damages from Grantee or from any third-party purchaser of any portion of any of the Properties.

C. Specific Performance and Appointment of Receiver. In addition to any and all other available remedies, Grantee hereby consents and agrees that any one or more of the following remedies shall be available upon the occurrence of an Event of Default hereunder:

1. **Specific Performance.** Grantee hereby acknowledges and agrees that specific performance of the covenants and requirements of this Agreement shall be necessary to achieve the intent hereof; that no appropriate remedy at law would be available upon an Event of Default hereunder, or if available, any such remedy would be inadequate to implement the public purposes hereof; and that the Housing Commission would be irreparably injured by Grantee's failure specifically to perform the covenants and requirements hereof; and, therefore, that the Housing Commission shall

have the right to seek specific performance of any of the covenants and requirements of this Agreement or an order enjoining any violation of this Agreement, including voiding any rental or leasing arrangement, any contract for sale, or any sale or other transfer or conveyance of any of the Properties in violation of the terms of this Agreement.

2. Appointment of Receiver. Grantee hereby agrees that the appointment of a receiver for the Project may be necessary to prevent waste to the Properties following an Event of Default under this Agreement and, therefore, that the Housing Commission may require the appointment of a receiver for the Project to ensure the prompt and faithful performance of the terms and conditions of this Agreement.

D. Reimbursement; Damages. In addition to any and all applicable remedies, the Housing Commission, in accordance with the ordinance establishing the Fund, may require that Grantee, in the Housing Commission's sole discretion, to:

1. Reimburse the Housing Commission up to 100 percent of the Grant, plus interest thereon at the highest rate allowed by law, allocated by the Housing Commission to the Property and/or the applicable parcel or part thereof; or
2. In the case of Grantee's conveyance or other transfer of a Property in violation of the terms of the Restrictive Covenant, pay damages for the cost of creating or obtaining other comparable dwelling units to replace the Property in the event such Property can no longer be affordable housing for a Qualified Purchaser (as defined in the Restrictive Covenant).

E. Cumulative Remedies. Subject to the limitations hereinabove set forth, no remedy conferred upon or reserved to the Housing Commission by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or any related documents, or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any failure to perform under this Agreement shall impair any such right or power or shall be construed to be a waiver thereof.

SECTION 13. LIMITATION.

Notwithstanding anything to the contrary in this Agreement, in the Restrictive Covenant, or in the other Grant Documents, the Housing Commission shall not be required hereunder to disburse or obligate any funds to Grantee other than funds made available to the Housing Commission by the City.

SECTION 14. REPRESENTATIONS AND WARRANTIES.

In order to induce the Housing Commission to enter into this Agreement and to make the Grant, Grantee makes the following representations and warranties to the Housing Commission, effective as of the Effective Date of this Agreement, which representations and warranties shall survive the execution and delivery of the Agreement to the Housing Commission:

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A. **Organization and Standing of Grantee.** Grantee is a 501(c)(3) nonprofit corporation duly organized and validly existing under the laws of the State of Illinois; it has the power to own its own properties and to carry on its business as now being conducted.

B. **Ability to Perform.** There is no action or proceeding pending or threatened against Grantee in any court or before any governmental authority, arbitration board, or tribunal which, individually or in the aggregate, could materially adversely affect its financial condition, properties or operations, or its ability to perform under this Agreement.

C. **Tax Returns and Payments.** Grantee has filed all federal, state and local income tax returns required to be filed, and has paid all taxes shown to be due on said returns, and has made provision for all liabilities not so paid or accrued under returns not yet due. In addition, to the extent required, Grantee has complied with and has paid all premiums or other charges due under applicable workers' compensation and unemployment compensation laws.

D. **Execution and Performance of Agreement Authorized, Valid and Binding.** The execution and delivery of the Agreement, the applicable Restrictive Covenant, and all other Grant Documents have been or will be fully authorized by Grantee. This Agreement, the applicable Restrictive Covenant, and the other Grant Documents constitute legal, valid and binding obligations of Grantee enforceable in accordance with their respective terms.

E. **Conflicts with Other Instruments.** Grantee is not a party to any contract or agreement or subject to any restrictions, which materially and adversely affect its business, its properties or assets, or its financial condition. The execution and delivery of this Agreement, the Restrictive Covenants, and the other Grant Documents, and Grantee's performance thereunder, will not be in conflict with the terms of any other contract or agreement to which Grantee is a party or by which Grantee or the Project is bound and will not result in a breach of the terms of or constitute a default under Grantee's corporate documents.

F. **Financial Statements.** Grantee has delivered to the Housing Commission complete and correct financial statements which present fairly and completely the financial condition of Grantee for the periods covered therein, in accordance with generally accepted accounting principles consistently applied. No material adverse change has occurred in the financial condition of Grantee as reflected in such statements.

G. **Project Complies with Laws.** To Grantee's best knowledge, the Project will comply in all respects with zoning, building and other applicable federal, state, and local ordinances, laws, rules, and regulations affecting the Project. Compliance with the American Disabilities Act of 1990, 28 C.F.R. Part 35, will be required, if applicable. Grantee has complied, and will continue to comply, with all restrictions and requirements of any other funding sources for the Project.

H. **No Governmental Approval Required.** The execution and delivery of this Agreement, the Restrictive Covenants, and the other Grant Documents, and Grantee's performance thereunder, do not require any further approval of any government, or any governmental or quasi-governmental agency, or any filing therewith or notice thereto, and any approvals which are required have been obtained (except for required City approvals which Grantee shall obtain prior to commencement of construction of the Project). At the time of each Draw Request, Grantee shall

reaffirm this representation and warranty and shall further represent and warrant that all required City approvals have been obtained.

I. **No Misleading Statements.** No information, exhibit or report furnished by Grantee to the Housing Commission in connection with this Agreement, the applicable Restrictive Covenant, and the other Grant Documents contains any misstatement of fact or omits to state any fact necessary to make the statements contained therein not materially misleading. Grantee has provided all information requested by the Housing Commission, and such information is complete and accurate in all material respects. There is no fact known to Grantee which could materially adversely affect or which might in the future, in Grantee's reasonable judgment, materially adversely affect the assets, properties or financial condition of Grantee.

J. **No Third-Party Rights.** Nothing expressed or implied in this Agreement shall be construed to confer upon or to give any person or entity, other than the Parties, any rights or remedies against the Housing Commission.

SECTION 15. INDEMNIFICATION.

Grantee shall and hereby agrees to indemnify, defend and hold harmless the Housing Commission and the City, and all officers, directors, commissioners, employees, agents, contractors, consultants, legal counsel and accountants thereof, from and against any and all loss, cost, damage, expense, claim, liability, or fee, including reasonable attorneys' fees ("***Claims***"), arising out of or asserted as a result of: (i) Grantee's breach of the terms of this Agreement; (ii) its use of the Grant funds in violation of the terms of this Agreement; or (iii) Housing Commission efforts to enforce this Agreement following an Event of Default on the part of Grantee hereunder, whether the same shall be enforced by suit or otherwise or incurred by the Housing Commission as a result of such Event of Default. This indemnification obligation shall survive any termination of this Agreement and shall survive any close-out of the Grant or similar event or circumstance.

SECTION 16. MISCELLANEOUS PROVISIONS.

A. **Amendment, Modification and Waiver.** No amendment, modification or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof, and be duly executed by both Parties. No waiver of any condition precedent to the funding of the Grant shall constitute a waiver of any of the other conditions of the Housing Commission's obligation to make the Grant. Failure of the Housing Commission to exercise its rights hereunder on any one occasion shall not be construed as a waiver of any requirement of this Agreement or a waiver of the Housing Commission's right to take advantage of any subsequent or continued breach by Grantee of any covenant contained herein. No delay or omission on the part of the Housing Commission, or any subsequent holder of the rights under this Agreement, to exercise any right or power arising from any Event of Default shall impair any such right or power or be considered to be a waiver of any such default or any acquiescence therein.

B. **Successors and Assigns.** All covenants and agreements in this Agreement contained by or on behalf of any of the Parties shall bind and inure to the benefit of their respective successors and assigns; provided, however, the Agreement and any rights hereunder may not be assigned by Grantee, by operation of law or otherwise, and any purported assignment thereof by Grantee shall be null and void, unless either: (1) the assignment is made in compliance with the

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F. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement duly to be executed, effective as of the day and year first above written.

Grantee:

COMMUNITY PARTNERS FOR AFFORDABLE HOUSING

By: Robert Anthony

Print: Robert Anthony

Title: President

Housing Commission:

CITY OF HIGHLAND PARK HOUSING COMMISSION

By: Isis Fernander Sykes

Print: Isis Fernander Sykes

Title: Chairwoman

requirements of this Agreement; or (2) Grantee shall have first obtained the written consent of the Housing Commission thereto.

C. Notices. All notices required or permitted to be given under this Agreement shall be given by the Parties by (i) personal delivery, (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon, or (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section. The address of any Party may be changed by written notice to the other Parties. Any mailed notice shall be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier shall be deemed to have been given and received within 24 hours after deposit. Notices and communications to the Parties shall be addressed to, and delivered at, the following addresses:

If to the Housing Commission: City of Highland Park Housing Commission
Attn: Community Development Director
1150 Half Day Road
Highland Park, IL 60035

with a copy to: Elrod Friedman LLP
Attn: Hart Passman
325 N. LaSalle St., Ste. 450
Chicago, IL 60654

If to Grantee: Community Partners for Affordable Housing
Attn: President
800 Milwaukee Avenue, #201
Libertyville, IL 60048

The Housing Commission and Grantee may, by notice, designate any further or different addresses to which subsequent notices, certificates or other communications must be sent.

D. Public Statements. Grantee will not issue any news releases or other public statements regarding the Housing Commission's role in the Project except upon prior approval from the Chairman of the Housing Commission. In any approved news releases or other public statements regarding the Project, Grantee must clarify that does not represent or speak for the Housing Commission.

E. Construction; Governing Law; Severability. This Agreement shall be construed in accordance with the laws of the State of Illinois. The foregoing sentence shall not limit the applicability of Federal law to this Agreement. If any provision of this Agreement or the application thereof to any person or circumstances is held to be invalid or unenforceable by any decision of any court of competent jurisdiction, such decision shall not impair or otherwise affect any other provision of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable. If any provision of this Agreement is held to constitute a violation of the rule against perpetuities, that provision shall be deemed to remain in effect until the death of the last survivor of the now living descendants of Joseph R. Biden, President of the United States, plus 21 years thereafter.

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The following Exhibits are attached:

- Exhibit A: Application Summary
- Exhibit B: Template Restrictive Covenant

