

ASSIGNMENT OF SECURITY DEPOSIT AND TERMINATION AGREEMENT

This Assignment of Security Deposit and Termination Agreement (the “Assignment”) is dated as of [____], 2022, and is between Rosewood Harmony Housing LLC, a Delaware limited liability company (“Assignor”); Rosewood Essential Housing LLC, an Illinois limited liability company (“Assignee”); and The County of Lake, Illinois, a political subdivision duly organized and validly existing under the Constitution and laws of the State of Illinois (the “County”).

A. Assignor, as seller, and TMO Acquisitions LLC, a New Jersey limited liability company, as buyer (“TMO”), entered into a Purchase and Sale Agreement (the “PSA”), dated as of June 22, 2022, for the purchase and sale of the property commonly known as Rosewood Apartments, 318 West Forest Avenue, Round Lake, Lake County, Illinois (the “Property”). TMO assigned its interest as buyer with respect to the Property under the PSA to Assignee, pursuant to a Partial Assignment and Assumption of Purchase and Sale Agreement dated [DATE]. All capitalized terms used in this Assignment, but not defined herein, have the meanings given to them in the Agreement.

B. Closing of the sale of the Property (“Closing”) to Assignee is scheduled for [____], 2022.

C. Rosewood Apartments Limited Partnership, an Illinois limited partnership (“Original Owner”), and the County entered into a Performance Security Agreement dated October 1, 2004 (the “Original Security Agreement”). At the time the Original Security Agreement was executed, Original Owner deposited a cash deposit of \$25,000 (the “Security Deposit”) with the County to secure Original Owner’s obligations under the Original Security Agreement.

D. Assignor and the County entered into a Performance Security Agreement dated July 1, 2021 (the “Second Security Agreement”) to secure Assignor’s obligations under that certain Land Use Restriction Agreement, dated as of October 1, 2004, recorded in the Recorder’s Office, Lake County, Illinois as instrument number 5680966 on November 12, 2004, as affected by that certain Assignment and Assumption Agreement, dated as of July 1, 2021, recorded in the Recorder’s Office, Lake County, Illinois as instrument number 7815069 on August 4, 2021. When Assignor and the County entered into the Second Security Agreement, the Original Security Agreement was terminated, and the Original Owner assigned the right to the Security Deposit to Assignor.

E. Assignor and the County have agreed to terminate the Second Security Agreement, and Assignee and the County have agreed to simultaneously enter into a new Performance Security Agreement (the “New Security Agreement”).

F. Assignor wishes to assign to Assignee, and Assignee wishes to accept, Assignor’s right to the Security Deposit, including any interest that has accrued thereon.

G. The parties have agreed that the Security Deposit, including any interest that has accrued thereon, will continue to be held by the County as the security deposit plus accrued interest under the terms of the New Security Agreement.

For valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor hereby assigns to Assignee, and Assignee hereby accepts, all of Assignor's interest in and to the Security Deposit.

1. Assignor and the County agree that the Second Security Agreement is hereby terminated.
2. The parties agree that the County will continue to hold the Security Deposit plus accrued interest as a security deposit under the New Security Agreement.
3. To the extent that Assignor reimbursed the Original Owner for the Security Deposit upon Assignor's acquisition of the Property, at Closing, Assignee will reimburse Assignor in an amount equivalent to the Security Deposit plus any interest that accrued on the Security Deposit prior to the date of this Assignment.
4. This Assignment will be binding upon and inure to the benefit of the parties and their respective successors and assigns.
5. This Assignment may be executed in counterparts, each of which will be deemed to be an original, but all of which taken together will constitute one and the same instrument. When counterparts have been executed by all parties, they will have the same effect as if the signatures to each counterpart or copy were upon the same document and copies of such documents will be deemed valid as originals. This Assignment may be delivered by e-mail.

[SIGNATURE PAGES FOLLOW]

ASSIGNOR:

ROSEWOOD HARMONY HOUSING
LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

ASSIGNEE:

ROSEWOOD ESSENTIAL HOUSING LLC,
an Illinois limited liability company

By: _____
Name: _____
Title: _____

COUNTY:

THE COUNTY OF LAKE, ILLINOIS

By:

Sandy Hart
Chair of the County Board