

[CPAH Letterhead]

[Date]

[Name of Governmental Entity]

[Address of Governmental Entity]

Re: Request for Consent

Ladies and Gentlemen:

Community Partners for Affordable Housing, an Illinois not for profit corporation with recognition of tax exemption by the Internal Revenue Service under Section 501(c)(3) of the Internal Revenue Code ("CPAH"), entered into a Memorandum of Understanding with Affordable Housing Corporation of Lake County ("AHC") and Lake County Residential Development Corporation ("LCRDC"), pursuant to which AHC, LCRDC and CPAH (collectively, the "Parties") agreed to enter into a combination of the Parties in order to better provide affordable housing services that empower individuals and families to secure and retain quality housing in Lake County and northern Cook County Illinois. AHC and LCRDC are also both not for profit corporations with recognition of tax exemption by the Internal Revenue Service under Section 501(c)(3) of the Internal Revenue Code dedicated to providing affordable housing.

As part of this transaction, CPAH will be converted into an Illinois limited liability company as of January 1, 2019 and become wholly-owned by LCRDC. At that time LCRDC will change its name to Community Partners for Affordable Housing and CPAH will change its name to CPAH CLT, LLC. As a limited liability company, CPAH will cease to have a board of directors but will be under the management of its sole member, LCRDC. (In connection with the combination, the board of directors of LCRDC is being reconstituted to include directors who formerly served on the boards of directors of all three Parties.) This combination of the Parties and the changes to CPAH are referred to collectively as the "Transaction".

CPAH and its wholly-owned Illinois limited liability companies, CPAH Senior Cottages LLC, HPICLT-Hyacinth LLC and HPICLT Hyacinth Rental LLC (collectively with CPAH, the "CPAH Entities"), have received various forms of support from [the applicable governmental agency] to aid the CPAH Entities in providing affordable housing to low-income residents in Lake County. While this support has been primarily in the form of grants that have allow the CPAH Entities to purchase, renovate and provide affordable housing, support may also be provided by loans and other forms of financing assistance (collectively, the "Financing Assistance"). The Financing Assistance was evidenced by various agreements with [the name of the governmental agency] (the "Financing Assistance Documents") which placed covenants and various restrictions on the CPAH Entities and their real estate. Some of the Financing Assistance is also secured by land use restriction agreements ("LURAs") filed in the real estate records against the real estate now owned by the CPAH Entities and which real estate was acquired with Financing Assistance from [name of governmental agency.]

The Financing Assistance Documents and the LURAs may contain provisions that would be violated by CPAH being a party to the Transaction. Given that (1) the mission of CPAH will not

be changed by the Transaction, (2) after the Transaction CPAH will be controlled by a not for profit corporation with recognition of tax exemption by the Internal Revenue Service under Section 501(c)(3) of the Internal Revenue Code that is committed, like CPAH, to providing affordable housing to low-income individuals, and (3) the CPAH Entities will continue to honor and be bound by all their respective obligations under the Financing Assistance Documents and the LURAs, CPAH requests that [name of governmental agency] hereby agree in writing that CPAH participating in the Transaction will not be deemed to be a default under or violation of any of the Financing Assistance Documents and the LURAs and that any defaults under the Financing Assistance Documents caused by the Transaction are waived.

CPAH agrees that the CPAH Entities will continue to use the Financing Assistance as required by the Financing Assistance Documents and will take any reasonable steps and provide such other assurances that [name of governmental entity] may require to assure it that the Financing Assistance will continue to be used for its intended purposes and the housing owned by the CPAH Entities will continue to be subject to the restrictions existing prior to the Transaction.

Very truly yours,

Community Partners for Affordable Housing

By: _____

Kim Ulbrich, Executive Director

AGREED:

[Name of governmental entity]

By: _____

Its: _____

Dated: _____, 2018