

RESOLUTION

2022-38

**A RESOLUTION AUTHORIZING THE COUNTY BOARD CHAIRMAN
TO EXECUTE DOCUMENTS RELATED TO THE REFINANCING THE
DEKALB COUNTY SUPPORTIVE LIVING FACILITY
("HERITAGE WOODS OF DEKALB")**

WHEREAS, The DeKalb County Supportive Living Facility Not-For-Profit was established in 2007;

WHEREAS, the Not-For-Profit, a subsidiary of the DeKalb County government is a limited partner in the Heritage Woods of DeKalb Supportive Living Facility that was constructed on the County's DeKalb Campus; and

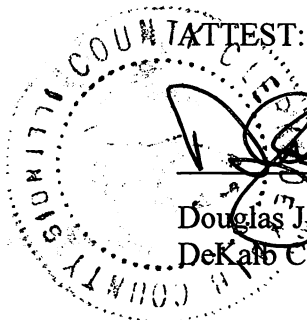
WHEREAS, the DeKalb County Board oversees the DeKalb County Supportive Living Facility Not-For-Profit after absorbing the Nursing Home Operating Board; and

WHEREAS, the partners of the Heritage Woods of DeKalb, LLC intends to refinance the facility and are requesting approval by the DeKalb County Supportive Living Not-for-Profit; and

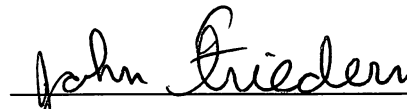
WHEREAS, several documents including a Subordination Agreement, Ground Lease Estoppel, Sublease Estoppel, General Partner Consent need to be executed by the Chairman of Board;

NOW, THEREFORE BE IT RESOLVED by the County Board of DeKalb County that the County Board hereby authorizes and directs the Chairman of the Board to execute the documents as set forth in the attached Exhibit A to this Resolution as well as any other agreements on behalf of the DeKalb County Supportive Living Facility Not-For-Profit to facilitate the refinancing of its facility.

PASSED THIS 20TH DAY OF APRIL 2022 AT SYCAMORE, ILLINOIS



SIGNED:


John Frieders, Chairman
DeKalb County Board

**CONSENT OF THE MEMBERS AND MANAGER
OF
HERITAGE WOODS OF DEKALB, LLC**

The undersigned being all of the members and the manager of Heritage Woods of DeKalb, LLC (“Company”), acting pursuant to the Limited Liability Company Act of the State of Illinois, do hereby adopt the following resolutions in lieu of holding a meeting as of February 1, 2022:

WHEREAS, the Company serves as the general partner of DeKalb SLF LP, an Illinois limited partnership (“Owner”);

WHEREAS, the Owner was formed for the purpose of developing, constructing, owning and leasing Heritage Woods of DeKalb, a 76-unit supportive living facility, in DeKalb, Illinois as a supportive living facility (the “Project”);

WHEREAS, the Owner desires to refinance the existing financing on the Project with financing from the proceeds of the issuance by the Illinois Finance Authority (“Issuer”) of its Multifamily Housing Revenue Refunding Bonds (DeKalb SLF Project), Series 2022A, in the approximate aggregate principal amount not to exceed \$7,500,000 (the "Tax-Exempt 2022A Bonds"), its Multifamily Housing Revenue Refunding Bonds (DeKalb SLF Project), Taxable Series 2022B in the approximate aggregate principal amount not to exceed \$1,750,000 (the "Taxable 2022B Bonds" and together with the Tax-Exempt 2022A Bonds, the "Bonds"), for which Heartland Bank and Trust will serve as trustee (“Trustee”);

WHEREAS, in connection with the Bonds, the Owner must execute and deliver to Trustee and/or Issuer the following loan documents and related agreements relating to the Bonds: promissory note(s), a bond and loan agreement, a mortgage, a regulatory agreement, an assignment of leases and rents, an assignment of contracts and permits and various additional documents and certification forms, and various additional certification forms and documents that may be required by Trustee and/or Issuer (collectively, the “Bond Loan Documents”);

WHEREAS, in connection with the Bonds, the Owner must enter into a subordination agreement with DeKalb County Supportive Living Facility Not-For-Profit (“DeKalb NFP”) with respect to the existing AHP Subsidy grant and subsequent loan from DeKalb NFP to the Owner (“AHP Subordination Agreement”);

WHEREAS, Pine View Supportive Living Facility, LLC, an Illinois limited liability company is the manager of the Company (“Manager”);

NOW, THEREFORE, BE IT RESOLVED, that the Company, be and it is hereby authorized, empowered, and directed to enter into, execute, and deliver in its capacity as manager of the Owner, and Pine View Supportive Living Facility, LLC in its capacity as the Manager of the Company, acting singly, is authorized, empowered and

directed to (i) sign on behalf of the Company as manager of the Owner the Bond Loan Documents, and the AHP Subordination Agreement, with such modifications as the Manager may deem necessary or appropriate, (ii) establish any reserves now or hereafter required by the Bond Loan Documents, and (iii) enter into all related transactions and to execute any and all related agreements, certificates, instruments, notices or documents which are necessary, appropriate or desirable in the judgment of the executing officer to accomplish the foregoing;

FURTHER RESOLVED, that the Company, be and it is hereby authorized, empowered, and directed to enter into, execute, and deliver on behalf of the Owner, in its capacity as manager of the Owner, and Pine View Supportive Living Facility, LLC in its capacity as the Manager of the Company, acting singly, is authorized, empowered and directed to, to cause to be executed and delivered, all other project closing documents or due diligence required by (i) Trustee or the Issuer relating to the closing of the Bonds, or (ii) are otherwise requested by any of the foregoing relating to the Project;

FURTHER RESOLVED, that the taking of each and every action, the expenditure of funds, and the execution, acknowledgment, delivery, amendment and modification of each and every instrument pursuant to the foregoing resolutions (i) shall be binding upon the Company for all intents and purposes whatsoever; and (ii) shall be conclusive evidence that the same has been fully authorized by these resolutions. Any actions taken, any expenditures of funds made, and any instruments executed, acknowledged, delivered, amended and/or modified prior to the date of these resolutions are hereby approved, ratified and confirmed; and

FURTHER RESOLVED, that the Manager of the Company be and it hereby is authorized, empowered, and directed to take such further action on behalf of the Company, in its capacity as Manager, on behalf of the Owner, as it deems necessary to effectuate the foregoing.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned hereby certify that they have all power and authority necessary to authorize the execution and delivery of this Consent and that the foregoing resolutions have been duly adopted upon their execution of this instrument, to which they have set their signatures and seals as of the date written above.

Manager and Member:

PINEVIEW SUPPORTIVE LIVING FACILITY, LLC, an Illinois limited liability company

By: Gardant Management Solutions Inc.,
an Illinois corporation

By: _____
Rod Burkett, *President*

Members:

DEKALB COUNTY SUPPORTIVE LIVING FACILITY NOT-FOR-PROFIT, an Illinois not-for-profit corporation

By: John Frieders
Name: John Frieders

Its: DeKalb County Board Chairman

SUBORDINATION AGREEMENT

(AHP Loan)

THIS SUBORDINATION AGREEMENT (this “**Agreement**”), is executed as of the _____ day of March, 2022 by and among **DEKALB SUPPORTIVE LIVING FACILITY NOT FOR PROFIT**, an Illinois not for profit corporation (“**Subordinate Lender**”), **DEKALB SLF LP**, an Illinois limited liability company (“**Borrower**”) and **HEARTLAND BANK AND TRUST COMPANY**, an Illinois state banking corporation having its principal corporate trust office in Illinois, as trustee (the “**Trustee**”).

RECITALS

WHEREAS, pursuant to 20 ILCS 3501/801-1 et seq., as supplemented and amended, the Illinois Finance Authority , a body politic and corporate of the State of Illinois (the “**Issuer**”) has agreed to issue its Multi-Family Housing Revenue Refunding Bonds (DeKalb Supportive Living Facility Project), Series 2022, in the aggregate principal amount of Seven Million Five Hundred and Thirty-Five Thousand Dollars (\$7,535,000) (the “**Bonds**”) for the purpose of refunding the Issuer’s outstanding principal amount of Multifamily Housing Revenue Bonds (DeKalb Supportive Living Facility Project), Series 2007 (the “**Refunded Bonds**”), the proceeds of which were used to finance or reimburse the Borrower for a portion of the costs of acquisition, construction and equipping of a 76-unit supportive living multifamily housing facility located at 2600 North Annie Glidden Road, DeKalb, Illinois, within the territorial jurisdiction of the Issuer (collectively, the “**Project**”) and paying costs of issuance of the Bonds;

WHEREAS, the Project is located on Borrower’s leasehold estate under that certain Sublease Agreement dated as of April 1, 2007, between Subordinate Lender (with its successors and assigns, including the estate and anyone acting for it in any bankruptcy, and including any debtor in possession acting for it, the “**Landlord**”), as sublessor and Borrower, as sublessee (such sublease, as modified from time to time, the “**Ground Lease**”), by which Ground Lease Landlord demised to Borrower that certain tract or parcel of land and premises located at 2600 North Annie Glidden Road, DeKalb, Illinois, and more fully described on the attached **Exhibit A** (the “**Real Estate**”; Borrower’s leasehold estate in the Real Estate shall be the “**Property**”);

WHEREAS, the Issuer and the Trustee will enter into a certain Bond and Loan Agreement dated of even date herewith (the “**Bond Agreement**”) under the terms of which the Issuer will issue the Bonds and lend the proceeds of the sale of the Bonds in the aggregate amount of Seven Million Five Hundred and Thirty-Five Thousand Dollars (\$7,535,000) to the Borrower (collectively, the “**Senior Obligation**”) to enable it to refinance the Project, which Senior Obligations is or will be secured by a real estate mortgage, security agreement, assignment of leases, fixture filings and all other agreements, pledges and collateral documents from time to time granted by Borrower to Trustee (hereafter the “**Senior Collateral Documents**”);

WHEREAS, the Subordinate Lender has made a subordinate loan to Borrower in the amount

of \$360,000 (“**Subordinate Obligation**”), which is evidenced by that certain Promissory Note dated as of June 6, 2007 made by the Borrower in favor of the Subordinate Lender in the amount of \$360,000 (“**Subordinate Collateral Document**”); and

WHEREAS, the Borrower and Trustee acknowledge that Subordinate Lender has received the funds with which it made the Subordinate Obligation from The Bank of Carbondale (“**BOC**”) who is in turn receiving proceeds from the Federal Home Loan Bank of Chicago (“**FHLB**”, and, together with BOC, the “**Source Lender**”) pursuant to the terms of the following documents by and among one or more of Borrower, Subordinate Lender, BOC, and FHLB (collectively, the “**Source Loan Documents**”): (i) Federal Home Loan Bank of Chicago Affordable Housing Program Agreement for Rental Properties having an effective date of July 1, 2006; (ii) Affordable Housing Program Recapture Agreement dated as of June 1, 2007 recorded against the Property pursuant to that certain Memorandum of Recapture Agreement recorded with the DeKalb County Recorder as Document Number 202200511 (the “**Retention Agreement**”); and (iii) Assignment of Promissory Note made as of June 6, 2007 by Subordinate Lender in favor of BOC (the “**Collateral Assignment**”).

As an inducement to Trustee and Issuer to extend to Borrower the Senior Obligation, Borrower and Subordinate Lender agree to subordinate the lien of the Subordinate Collateral Document and all right to payment and satisfaction in full of the Subordinate Obligation to the prior lien, force and effect of the Senior Collateral Documents and the right to payment and satisfaction in full of the Senior Obligation.

AGREEMENT

NOW THEREFORE, in consideration of the following mutual promises, covenants and conditions, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Definitions. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Bond Agreement.
2. Subordination. Subordinate Lender, on behalf of itself and its successors and/or assigns, hereby subordinates the priority of the lien of the Subordinate Collateral Document and all rights to payment and satisfaction in full of the Subordinate Obligation to the lien of the Senior Collateral Documents and the right to payment and satisfaction in full of the Senior Obligation.
3. Effect of Provisions. The provisions hereof as to subordination are solely for the purpose of defining the relative rights of the holders of the Senior Obligation and/or the Senior Collateral Documents, on the one hand, and the holders of the Subordinate Obligation and/or the Subordinate Collateral Document, on the other hand, and such provisions shall not impair as between Borrower and any holder of the Senior Obligation, Senior Collateral Documents, Subordinate Obligation or Subordinate Collateral Document the obligation of Borrower to Trustee or, as the case may be, to Subordinate Lender, which is unconditional and absolute in accordance with the Senior Collateral Documents or, as the case may be, the Subordinate Collateral Document.
4. Permitted Payments, Default, Notice and Cure Rights.

- a. Subordinate Lender may receive from Borrower, and Borrower may make regularly scheduled payments of the Subordinate Obligations in accordance with the term of the Subordinate Collateral Document; provided, however, if there shall occur a default by the Borrower of any Senior Obligation, then no payments shall be made by the Borrower to the Subordinate Lender until Senior Lender notifies the Subordinate Lender that such default has been cured by the Borrower.
- b. Subordinate Lender shall deliver to Trustee a default notice within five (5) business days in each case where Subordinate Lender has given a notice of default with respect to the Subordinate Obligation to the Borrower. Trustee shall have the right, but not the obligation, to cure any monetary default within sixty (60) days following the date of the default notice applicable thereto; provided, however, that Subordinate Lender shall be entitled during such 60-day period to continue to pursue its remedies under the Subordinate Collateral Document. Trustee may have up to ninety (90) days from the date of a default notice to cure the non-monetary default identified therein unless a shorter period is provided for in the Source Loan Documents; provided, however, that Subordinate Lender shall be entitled during such 90-day period to continue to pursue its remedies under the Subordinate Collateral Document. If Borrower fails to make a required payment pursuant to the Subordinate Collateral Documents and Subordinate Lender shall have accelerated the indebtedness, then Trustee shall be deemed to have cured a default identified in a default notice, monetary or non-monetary, if it cures such default as originally described in such default notice. By way of example and not limitation, if Borrower fails to make a required payment pursuant to the Subordinate Collateral Document, Trustee shall be deemed to have cured such payment default if it pays such required payment within sixty (60) days from the date of the default notice and the acceleration of the indebtedness for such payment of default (and only such payment default) will be no longer effective for such payment default applicable thereto whether or not Subordinate Lender has accelerated the debt with respect to the Subordinate Obligation as a consequence of such default.

5. Stand Still. Notwithstanding any provision to the contrary contained herein or in any of the Subordinate Collateral Document, Subordinate Lender shall not accelerate the Subordinate Obligation, commence foreclosure proceedings with respect to the Property under the Subordinate Collateral Document, or appoint (or seek the appointment of) a receiver with respect to the Property under the Subordinate Collateral Documents, prior to the date that is sixty (60) days following the earlier of (a) the date that Trustee provides Borrower or Subordinate Lender notice of a default with respect to the Senior Obligation, or (b) the date that Subordinate Lender provides Trustee with notice of a default with respect to the Subordinate Obligation. Notwithstanding the foregoing, nothing herein shall prohibit Subordinate Lender from taking any action as Subordinate Lender may in good faith reasonably determine to be necessary to prevent damage, loss, or any material adverse event from occurring with respect to the Property or to preserve any rights, remedies and interests it may have, or that is expressly required to do so by Source Lender pursuant to the terms of the Source Loan Documents, provided, however, that prior to doing so, it shall give Trustee thirty (30) days advance written notice of intent to take such action.

6. Protective Advances and Modifications of the Senior Obligation. Without notice to or consent of Subordinate Lender, Trustee reserves and shall have the right to (a) extend, compromise, modify or amend the Senior Obligation and/or the Senior Collateral Documents. Subordinate Lender acknowledges and agrees that the exercise by Trustee of the rights reserved in

this paragraph shall not affect, impair or otherwise limit the subordination and agreements of Subordinate Lender set forth herein.

7. Waiver of Subrogation. Until such time as the Senior Obligation has been paid in full, Subordinate Lender waives and releases any and all rights of subrogation which it may have against Borrower to the extent subrogation would result in Subordinate Lender obtaining a priority equal or superior to the priority of the Senior Collateral Documents for any funds which Subordinate Lender may advance either to cure defaults under the Senior Collateral Documents or pay liens encumbering the Senior Collateral Documents or otherwise protect the lien of the Subordinate Collateral Document.

8. Limitation on Assignment of Subordinate Obligation. Subordinate Lender consents and agrees that until the payment in full of the Senior Obligation, Subordinate Lender will not sell or assign the Subordinate Obligation without the prior written consent of Trustee, except to the Source Lender.

9. Notices. Each notice, request, demand, consent, approval or other communication (hereinafter in this Section referred to collectively as “notices” and referred to singly as a “notice”) which Trustee or Subordinate Lender is required or permitted to give to the other party pursuant to this Agreement shall be in writing and shall be deemed to have been duly and sufficiently given if: (a) personally delivered with proof of delivery thereof (any notice so delivered shall be deemed to have been received at the time so delivered); or (b) sent by Federal Express (or other similar national overnight courier) designating early morning delivery (any notice so delivered shall be deemed to have been received on the next business day following receipt by the courier); or (c) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any notice so sent shall be based upon the date of actual receipt), addressed to the respective parties as follows:

Subordinate Lender: DeKalb Supportive Living Facility Not For Profit
[Address]

Trustee: Heartland Bank and Trust Company
[Address]

Borrower: DeKalb SLF LP
c/o Gardant Management Solutions Inc.
4882 N. Convent Street
Bourbonnais, IL 60914
Attention: Rod Burkett

10. Non-Collusion and Acceptance. The undersigned Borrower and Trustee attest, subject to the penalties for perjury, that he/she is Borrower or Trustee, as the case may be, or that he/she is the properly authorized representative, agent, member or officer of Borrower or Trustee, that

he/she has not, nor has any other member, employee, representative, agent or officer of Borrower or Trustee, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of this Agreement.

[Signature Pages Follow]

SIGNATURE PAGE TO SUBORDINATION AGREEMENT

IN WITNESS WHEREOF, Borrower, Trustee and Subordinate Lender have, through their duly authorized representatives, entered into this Agreement. The parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures, as of the day and year first written above, hereby agree to the terms thereof.

BORROWER:

DEKALB SLF LP, an Illinois limited partnership

By: Heritage Woods of DeKalb, LLC, an Illinois limited liability company, its general partner

By: Pine View Supportive Living Facility, LLC, an Illinois limited liability company, its Member-Manager

By: Gardant Management Solutions Inc., an Illinois corporation, its Manager

By: _____
Rod Burkett, President

TRUSTEE:

HEARTLAND BANK AND TRUST COMPANY,
as Trustee

By: _____
Authorized Officer

SUBORDINATE LENDER:

**DEKALB SUPPORTIVE LIVING FACILITY
NOT FOR PROFIT**, an Illinois not for profit corporation

By: John Frieders
Name: John Frieders
Title: DeKalb County Board Chairman

STATE OF ILLINOIS)
) SS.
COUNTY OF DEKALB)

I, Tasha Sims, a Notary Public in and for the County and State aforesaid, CERTIFY that John Frieders, personally known to me to be the DeKalb Supportive Living Facility Not For Profit, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the foregoing instrument as her or his own free and voluntary act and as the free and voluntary act of the not for profit corporation for the uses and purposes set forth in such instrument.

GIVEN under my hand and Notarial Seal this 27th day of April, 2022.





Notary Public
in and for DeKalb County, Illinois

(SEAL)

My Commission Expires:
01/15/2024

**EXHIBIT A
LEGAL DESCRIPTION**

The real property legally described below, to the extent of the Borrower's leasehold interest in it, which leasehold interest was created by that certain Sublease Agreement dated April 1, 2007, notice of which was recorded in the office of the Recorder of Deeds of The County of DeKalb, Illinois, on May 17, 2007, as Document No.2007008723.

LEGAL DESCRIPTION:

PARCEL 1:

LOT 1 OF WINDSONG ACRES, BEING A PLANNED DEVELOPMENT AND RESUBDIVISION OF PART OF LOT 1 OF DEKALB COUNTY HEALTH FACILITIES, OF PART OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 40 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF DEKALB, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 8, 2006, IN PLAT CABINET #9, AT SLIDE #198-A, AS DOCUMENT NO. 2006016822 AND AFFIDAVIT OF CORRECTION RECORDED FEBRUARY 15, 2007 AS DOCUMENT NUMBER 2007002758, IN DEKALB COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS OVER THE PRIVATE DRIVE, COUNTY HEALTH BOULEVARD, AS SET FORTH ON THE PLAT OF WINDSONG ACRES, BEING A PLANNED DEVELOPMENT AND RESUBDIVISION OF PART OF LOT 1 OF DEKALB COUNTY HEALTH FACILITIES, OF PART OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 40 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF DEKALB, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 8, 2006, IN PLAT CABINET #9, AT SLIDE #198-A, AS DOCUMENT NO. 2006016822 AND AFFIDAVIT OF CORRECTION RECORDED FEBRUARY 15, 2007 AS DOCUMENT NUMBER 2007002758, IN DEKALB COUNTY, ILLINOIS.

PARCEL 3:

A PERMANENT NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY ACCESS EASEMENT RECORDED APRIL 3, 2007 AS DOCUMENT NO. 2007005823, FROM THE DEKALB COUNTY PUBLIC BUILDING COMMISSION, OWNER OF LOT 1 OF DEKALB COUNTY HEALTH FACILITIES SUBDIVISION, TO THE OWNERS OF LOT 1 OF WINDSONG ACRES, THEIR SUCCESSORS AND ASSIGNS, FOR THE PURPOSE OF INGRESS AND EGRESS TO LOT 1 OF WINDSONG ACRES OVER THE AREAS DESIGNATED AS "ACCESS EASEMENT" AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1 OF FINAL PLAT OF WINDSONG ACRES,

BEING A PLANNED DEVELOPMENT AND RESUBDIVISION OF PART OF LOT 1 OF DEKALB COUNTY HEALTH FACILITIES SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SAID SECTION 10, THE PLAT OF WHICH FIRST NAMED SUBDIVISION IS RECORDED AS DOCUMENT NO. 2006016822; THENCE SOUTHEASTERLY ON THE EASTERLY EXTENSION OF SAID LOT 1 OF WINDSONG ACRES ON A CURVE WHOSE RADIUS IS 435.00 FEET AND WHOSE CENTER IS TO THE EAST, THE CHORD OF SAID CURVE BEARS SOUTH 45 DEGREES 18 MINUTES 00 SECONDS EAST, A CHORD DISTANCE OF 28.92 FEET TO THE POINT OF BEGINNING; THENCE NORTHWESTERLY ON A CURVE WHOSE RADIUS IS 47.00 FEET AND WHOSE CENTER IS TO THE WEST, THE CHORD OF SAID CURVE BEARS NORTH 10 DEGREES 42 MINUTES 45 SECONDS WEST, A CHORD DISTANCE OF 46.82 FEET TO POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY ON A CURVE WHOSE RADIUS IS 438.00 FEET AND WHOSE

CENTER IS TO THE EAST, THE CHORD OF SAID CURVE BEARS NORTH 21 DEGREES 07 MINUTES 15 SECONDS WEST, A CHORD DISTANCE OF 291.91 FEET; THENCE NORTHEASTERLY ON A CURVE WHOSE RADIUS IS 391.00 FEET AND WHOSE CENTER IS TO THE EAST, THE CHORD OF SAID CURVE BEARS NORTH 19 DEGREES 15 MINUTES 24 SECONDS EAST, A CHORD DISTANCE OF 279.13 FEET TO A POINT OF TANGENCY; THENCE NORTH 40 DEGREES 10 MINUTES 10 SECONDS EAST, A DISTANCE OF 45.28 FEET; THENCE NORTHWESTERLY ON A CURVE WHOSE RADIUS IS 23.10 FEET AND WHOSE CENTER IS TO THE WEST, THE CHORD OF SAID CURVE BEARS NORTH 4 DEGREES 50 MINUTES 46 SECONDS WEST, A CHORD DISTANCE OF 32.67 FEET TO THE EASTERLY LINE OF LOT 1 OF SAID FINAL PLAT OF WINDSONG ACRES; THENCE NORTH 40 DEGREES 08 MINUTES 17 SECONDS EAST, A DISTANCE OF 26.60 FEET ON THE EASTERLY LINE OF SAID LOT 1; THENCE SOUTH 49 DEGREES 51 MINUTES 43 SECONDS EAST, A DISTANCE OF 53.14 FEET; THENCE SOUTH 40 DEGREES 10 MINUTES 10 SECONDS WEST, A DISTANCE OF 95.01 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ON A CURVE WHOSE RADIUS IS 361.00 FEET AND WHOSE CENTER IS TO THE EAST, THE CHORD OF SAID CURVE BEARS SOUTH 19 DEGREES 15 MINUTES 24 SECONDS WEST, A CHORD DISTANCE OF 257.72 FEET; THENCE SOUTHEASTERLY ON A CURVE WHOSE RADIUS IS 408.00 FEET AND WHOSE CENTER IS TO THE EAST, THE CHORD OF SAID CURVE BEARS SOUTH 25 DEGREES 58 MINUTES 17 SECONDS EAST, A CHORD DISTANCE OF 335.98 FEET; THENCE SOUTH 41 DEGREES 53 MINUTES 26 SECONDS WEST, A DISTANCE OF 54.06 FEET TO A POINT IN THE SOUTHERLY EXTENSION OF THE EASTERLY LINE OF SAID LOT 1; THENCE NORTHWESTERLY ON A CURVE WHOSE RADIUS IS 435.00 FEET AND WHOSE CENTER IS TO THE EAST, THE CHORD OF SAID CURVE BEARS NORTH 49 DEGREES 33 MINUTES 16 SECONDS WEST, A CHORD DISTANCE OF 35.67 FEET TO THE POINT OF BEGINNING, IN DEKALB COUNTY, ILLINOIS.

PARCEL 4:

A PERMANENT EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY PLAT OF EASEMENT RECORDED APRIL 3, 2007 AS DOCUMENT NO. 2007005821, FROM THE DEKALB COUNTY PUBLIC BUILDING COMMISSION, OWNER OF LOT 1 OF DEKALB COUNTY HEALTH FACILITIES SUBDIVISION, TO THE OWNERS OF LOT 1 OF WINDSONG ACRES, THEIR SUCCESSORS AND ASSIGNS, FOR SANITARY SEWER SERVICE TOGETHER WITH THE RIGHT TO INSTALL, CONSTRUCT, RENEW, OPERATE, MAINTAIN AND RECONSTRUCT A SANITARY SEWER SERVICE TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSES THEREIN STATED. TOGETHER WITH A TEMPORARY EASEMENT ALSO HEREBY GRANTED TO DeKALB SLF LP, AND ITS SUCCESSORS AND ASSIGNS TO CONSTRUCT THE SANITARY SEWER TO INCLUDE THE RIGHT OF INGRESS AND EGRESS OVER THOSE PORTIONS OF LOT 1 NECESSARY TO REACH THE EASEMENT DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1 OF FINAL PLAT OF WINDSONG ACRES, BEING A PLANNED DEVELOPMENT AND RESUBDIVISION OF PART OF LOT 1 OF DEKALB COUNTY HEALTH FACILITIES SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SAID SECTION 10, THE PLAT OF WHICH FIRST NAMED SUBDIVISION IS RECORDED AS DOCUMENT NO. 2006016822; THENCE NORTHWESTERLY ON THE EASTERLY LINE OF LOT 1 OF SAID FINAL PLAT OF WINDSONG ACRES ON A CURVE WHOSE RADIUS IS 435.00 FEET AND WHOSE CENTER IS TO THE EAST, THE CHORD OF SAID CURVE BEARS NORTH 15 DEGREES 12 MINUTES 26 SECONDS WEST, A CHORD DISTANCE OF 410.96 FEET TO THE POINT OF BEGINNING; THENCE NORTHWESTERLY ON THE EASTERLY LINE OF SAID LOT 1 ON A CURVE WHOSE RADIUS IS 435.00 FEET AND WHOSE CENTER IS TO THE EAST, THE CHORD OF SAID CURVE BEARS NORTH 14 DEGREES, 18 MINUTES, 13 SECONDS EAST A CHORD DISTANCE OF 20.09 FEET; THENCE SOUTH 70 DEGREES 19 MINUTES 06 SECONDS, A DISTANCE OF 105.28 FEET; THENCE SOUTH 9 DEGREES 13 MINUTES 53 SECONDS WEST, A DISTANCE OF 20.34 FEET; THENCE NORTH 70 DEGREES 19 MINUTES 06 SECONDS WEST, A DISTANCE OF 107.09 FEET TO THE POINT OF BEGINNING, IN DEKALB COUNTY, ILLINOIS.

PARCEL 5:

TEMPORARY EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY PLAT OF EASEMENT RECORDED APRIL 3, 2007 AS DOCUMENT NOS. 2007005822 AND 2007005824, FROM DEKALB COUNTY PUBLIC BUILDING COMMISSION, GRANTED TO DeKALB SLF LP, ITS SUCCESSORS AND ASSIGNS, FOR THE CONSTRUCTION OF A WATER MAIN AND TO INCLUDE THE RIGHT OF INGRESS AND EGRESS TO REACH THE WATER MAIN EASEMENT OVER PORTIONS OF THE FOLLOWING DESCRIBED LAND:

LOT 1 OF DEKALB COUNTY HEALTH FACILITIES SUBDIVISION, BEING A RESUBDIVISION OF LOTS 4 AND 5 OF THE DRESSER FARM SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 10, TOWNSHIP 40 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF DEKALB, DEKALB COUNTY, ILLINOIS.

SUBLESSOR'S ESTOPPEL CERTIFICATE AND AGREEMENT

_____, 2022

Fidelity National Title Insurance Company
4111 Executive Parkway, Suite 304
Westerville, OH 43081

Illinois Finance Authority
160 North LaSalle Street, Suite S1000
Chicago, Illinois 60601

Heartland Bank and Trust Company
1985 DeKalb Avenue
Sycamore, IL 60178

Re: Ground leased property located at 2626 N. Annie Glidden Road, DeKalb, Illinois and commonly known as Heritage Woods of DeKalb ("**Property**")

To Whom It May Concern:

The undersigned, DeKalb County Supportive Living Facility Not-For-Profit, an Illinois not-for-profit corporation ("**Sublessor**"), as sublessor under that certain Sublease Agreement dated as of April 1, 2007 (collectively, the "**Sublease**"), between Sublessor and DeKalb SLF LP, an Illinois limited partnership d/b/a Heritage Woods of DeKalb ("**Sublessee**"), as sublessee, covering the Property, warrants, represents and certifies to Fidelity National Title Insurance Company; Illinois Finance Authority and Heartland Bank and Trust Company, and their successors and assigns (collectively or individually, "**Certification Parties**") as follows, as of the date of this Sublessor's Estoppel Certificate ("**Certificate**"):

1. The term of the Sublease commenced on May 15, 2007 and expires on May 14, 2106.
2. The current fixed rent under the Sublease is \$1.00 per annum, and has been paid in full through the term of the Sublease. No additional rent or charge (including taxes, maintenance, operating expenses or otherwise) that has been billed to Sublessee by Sublessor is overdue. There are no provisions for, and Sublessor has no rights with respect to, increasing the rent, except as expressly set forth in the Sublease. A true, accurate and complete copy of the Sublease is attached hereto as **Exhibit A**.
3. All conditions precedent to the effectiveness of the Sublease have been fully satisfied and the Sublease is in full force and effect. The Sublease has not been assigned, modified, supplemented or amended in any way. There are no other agreements concerning the Property, whether oral or written, between Sublessee and Sublessor.
4. Sublessor has not delivered or received any notices of default under the Sublease; to the best of the Sublessor's knowledge, there is no default by Sublessee or Sublessor under the Sublease, nor has any event or omission occurred which, with the giving of notice or the lapse of time, or both, would constitute a default.
5. Sublessor is the leasehold owner of the Property. Sublessor has not subordinated its interest in the Sublease to any mortgage, lien or other encumbrance on the fee. Sublessor has not assigned, conveyed, transferred, sold encumbered or mortgaged its interest in the Sublease or the Property.

Subessor's Estoppel Certificate

6. No third party has any option or preferential right to purchase all or any part of the Property.
7. Sublessor has not received written notice of any pending eminent domain proceedings or other governmental actions or any judicial actions of any kind against Sublessor's interest in the Property.
8. Sublessor has not received written notice that it is in violation of any governmental law or regulation applicable to its interest in the Property.
9. No union of the interests of Sublessor and Sublessee will result in a merger of the Sublease into any superior leasehold interest or the fee interest in the Property.
10. Sublessor and the person or persons executing this Certificate on behalf of Sublessor have the power and authority to execute this Certificate.
11. Sublessor acknowledges that Heartland Bank and Trust Company ("**Lender**"), is now, or will become, a subleasehold mortgagee pursuant to Sections 31 and 32 of the Sublease and this Certificate shall satisfy the notification requirements to Sublessor of Lender's leasehold mortgage as provided for in Sections 31 and 32(a) of the Sublease.
12. In connection with certain bond financing which will directly or indirectly benefit the Property and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged among Sublessor, Sublessee and Lender; each of Sublessor, Sublessee and Lender hereby agree that Lender is entitled to the benefit of all protections granted to leasehold mortgagees under the Sublease, including without limitation Section 32 therein, and the right to enforce same, without the need for providing any separate notice under the Sublease.
13. Sublessor acknowledges that Lender's address for notice and other purposes under the Sublease is as follows:

Heartland Bank and Trust Company
1985 DeKalb Avenue
Sycamore, IL 60178
Attn: _____

With a copy to: Ice Miller, LLP
200 W. Madison Street, Suite 3500
Chicago, IL 60606
Attn: James M. Snyder

[Signature Page Follows]

The Certification Parties and their successors and assigns may rely upon the truth and accuracy of the certifications contained in this Certificate, and this Certificate will be binding upon Sublessor and its successors and assigns, and inure to the benefit of the Certification Parties and their successors and assigns. This Certificate may not be deemed to alter or modify any of the terms and conditions of the Sublease.

SUBLESSOR:

DEKALB COUNTY SUPPORTIVE LIVING FACILITY NOT-FOR-PROFIT

By: John Frieders
Name: John Frieders
Its: DeKalb County Board Chairman

SUBLESSEE:

DEKALB SLF LP

an Illinois limited partnership
d/b/a Heritage Woods of DeKalb

By: Heritage Woods of DeKalb, LLC,
an Illinois limited liability company
Its General Partner

By: Pine View Supportive Living Facility, LLC,
an Illinois limited liability company,
Its Manager

By: Gardant Management Solutions Inc.,
an Illinois corporation,
its Manager

By: _____
Rod Burkett, President

LENDER:

HEARTLAND BANK AND TRUST COMPANY

By: _____
Name: _____
Its: _____

EXHIBIT A

Sublease

[see attached]

GROUND LESSOR'S ESTOPPEL CERTIFICATE AND AGREEMENT

_____, 2022

Fidelity National Title Insurance Company
4111 Executive Parkway, Suite 304
Westerville, OH 43081

Illinois Finance Authority
160 North LaSalle Street, Suite S1000
Chicago, Illinois 60601

Heartland Bank and Trust Company
1985 DeKalb Avenue
Sycamore, IL 60178

Re: Ground leased property located at 2626 N. Annie Glidden Road, DeKalb, Illinois and commonly known as Heritage Woods of DeKalb ("**Property**")

To Whom It May Concern:

The undersigned, DeKalb County, Illinois, a non-home rule county of the State of Illinois ("**Lessor**"), as lessor under that certain Ground Lease dated as of April 1, 2007 (collectively, the "**Lease**"), between Lessor and DeKalb County Supportive Living Facility Not-For-Profit, an Illinois not-for-profit corporation ("**Lessee**"), as lessee, covering the Property, warrants, represents and certifies to Fidelity National Title Insurance Company; Illinois Finance Authority and Heartland Bank and Trust Company, and their successors and assigns (collectively or individually, "**Certification Parties**") as follows, as of the date of this Ground Lessor's Estoppel Certificate ("**Certificate**"):

1. The term of the Lease commenced on May 15, 2007 and expires on May 14, 2106.
2. The current fixed rent under the Lease is \$1.00 per annum, and has been paid in full through the term of the Lease. No additional rent or charge (including taxes, maintenance, operating expenses or otherwise) that has been billed to Lessee by Lessor is overdue. There are no provisions for, and Lessor has no rights with respect to, increasing the rent, except as expressly set forth in the Lease. A true, accurate and complete copy of the Lease is attached hereto as **Exhibit A**.
3. All conditions precedent to the effectiveness of the Lease have been fully satisfied and the Lease is in full force and effect. The Lease has not been assigned, modified, supplemented or amended in any way. There are no other agreements concerning the Property, whether oral or written, between Lessee and Lessor.
4. Lessor has not delivered or received any notices of default under the Lease; to the best of the Lessor's knowledge, there is no default by Lessee or Lessor under the Lease, nor has any event or omission occurred which, with the giving of notice or the lapse of time, or both, would constitute a default.
5. Lessor is the fee simple owner of the Property. Lessor has not subordinated its interest in the Lease to any mortgage, lien or other encumbrance on the fee. Lessor has not assigned, conveyed, transferred, sold encumbered or mortgaged its interest in the Lease or the Property.
6. No third party has any option or preferential right to purchase all or any part of the Property.

7. Lessor has not received written notice of any pending eminent domain proceedings or other governmental actions or any judicial actions of any kind against Lessor's interest in the Property.
8. Lessor has not received written notice that it is in violation of any governmental law or regulation applicable to its interest in the Property.
9. No union of the interests of Lessor and Lessee will result in a merger of the Lease into any superior leasehold interest or the fee interest in the Property.
10. Lessor and the person or persons executing this Certificate on behalf of Lessor have the power and authority to execute this Certificate.
11. Lessor acknowledges that Heartland Bank and Trust Company ("**Lender**"), is now, or will become, a subleasehold mortgagee pursuant to Section 32(e) of the Lease and this Certificate shall satisfy the notification requirements to Lessor of Lender's leasehold mortgage as provided for in Sections 31 and 32 of the Lease.
12. In connection with certain bond financing which will directly or indirectly benefit the Property and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged among Lessor, Lessee and Lender; each of Lessor, Lessee and Lender hereby agree that Lender is entitled to the benefit of all protections granted to leasehold mortgagees under the Lease, including without limitation Section 32 therein, and the right to enforce such protections, without the need for providing any separate notice under the Lease.
13. Lessor acknowledges that Lender's address for notice and other purposes under the Lease is as follows:

Heartland Bank and Trust Company
1985 DeKalb Avenue
Sycamore, IL 60178
Attn: _____

With a copy to: Ice Miller, LLP
200 W. Madison Street, Suite 3500
Chicago, IL 60606
Attn: James M. Snyder

[Signature Page Follows]

The Certification Parties and their successors and assigns may rely upon the truth and accuracy of the certifications contained in this Certificate, and this Certificate will be binding upon Lessor and its successors and assigns, and inure to the benefit of the Certification Parties and their successors and assigns. This Certificate may not be deemed to alter or modify any of the terms and conditions of the Lease.

LESSOR:

DEKALB COUNTY, ILLINOIS

By: John Frieders
Name: John Frieders
Its: DeKalb County Board Chairman

LESSEE:

DEKALB COUNTY SUPPORTIVE LIVING FACILITY NOT-FOR-PROFIT
an Illinois not-for-profit corporation

By: John Frieders
Name: John Frieders
Its: DeKalb County Board Chairman

LENDER:

HEARTLAND BANK AND TRUST COMPANY

By: _____
Name: _____
Its: _____

EXHIBIT A

Lease

[see attached]