

AGREEMENT BETWEEN THE CITY OF PEORIA, ILLINOIS
AND
ACCESS PEORIA, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY,
FOR
HOME PROGRAM FUNDS

NEW CONSTRUCTION OF RENTAL HOUSING – ACCESS PEORIA PROJECT
713 E. LASALLE STREET (18-04-232-016)
1707 N. INDIANA AVE (18-04-231-025)

PROJECT # 14ASPA
IDIS # 4478
Affordable Units to be Constructed: 4
Total Project Funding: \$408,827

Approved by the Peoria City Council on October 28, 2014
Council Agenda Item #- 14-434

This Agreement entered into by and between The City of Peoria (“City”), an Illinois municipal corporation and ACCESS PEORIA, LLC (“Access Peoria”), an Illinois limited liability company, on this 23 day of December, 2014.

WHEREAS, the City is a recipient of funds from the United States Department of Housing and Urban Development (“HUD”), as administrator of the HOME Investment Partnerships Program (“HOME Program”) pursuant to which HUD has agreed to make a grant to the City, the funds (as hereinafter defined) of which are used to create and preserve affordable housing for low-income individuals in the community;

WHEREAS, Access Peoria is an Illinois limited liability company and an affiliate of HOME First, LLC, an Illinois limited liability company. Of which, HOME First, LLC is the sole member of IFF, an Illinois nonprofit organization;

WHEREAS, Access Peoria is the owner of the vacant lots located at 713 E. LaSalle Street and 1707 N. Indiana Avenue;

WHEREAS, Access Peoria made application to the City for HOME funds in connection with the Partners for a Better East Bluff initiative funded in part with the National Foreclosure Settlement funds from the Illinois Attorney General Office awarded to Local Initiative Support Corporation (LISC);

WHEREAS, Access Peoria will serve as the Owner and Developer for the construction of eight (8) new residential duplexes [sixteen (16) units] that will provide affordable rental housing for low-income, disabled households in the Access Peoria project; and

WHEREAS, two (2) new residential duplexes [four (4) units] in the Access Peoria project will be considered HOME units under this Agreement;

NOW THEREFORE, in consideration of the recitals set forth above and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

- I. **RECITALS.** The foregoing recitals are made a part of this Agreement.

- II. **PURPOSE.** The purpose of this Agreement is to reimburse Access Peoria for eligible project expenses it incurs in order to construct two (2) new duplexes, four (4) units in the Access Peoria project. This Agreement and funds shall be subject to the terms and conditions of the HOME Investment Partnership Act [42 U.S.C. § 12701 *et seq*] and the Code of Federal Regulations Title 24, Volume 1 [24CFR92.1 *et seq*]; Code of Federal Domestic Assistance 14.239.

- III. **TERMS AND SECURITY.**
 - A. For the purposes of this Agreement, the “HOME Affordability Period” shall mean twenty (20) years from date of completion of Activity #2 described in Section IV.; the date the Project is identified as “completed” in HUD’s Integrated Disbursement Information System.

 - B. The term “units” shall mean either one-bedroom or two-bedroom rental housing units in the newly constructed residential duplexes located at 713 E LaSalle Street and 1707 N. Indiana Ave, with at least one (1) of the units meeting the accessibility standards of the Americans with Disabilities Act of 1990 (ADA).

 - C. The term “tenants”, as defined by HUD, is an individual whose household has a gross annual income, as adjusted for family size, that is less than or equal to eighty percent (80%) of the median income for the metropolitan statistical area or county.

 - D. The term “funds” shall mean the Four Hundred and Eight Thousand Eight Hundred and Twenty Seven Dollars (\$408,827.00) of HOME Program funds awarded to Access Peoria.

- IV. **SCOPE OF SERVICE.**
 - A. **Activities**

Access Peoria shall construct two new residential duplexes [4 units], in a manner satisfactory to the City and consistent with any standards required by HUD as a condition of providing these funds. Such funds will include reimbursement for the following eligible activities under the HOME Program:

Activity #1: The construction of two new residential duplexes [4 units] for the purpose of providing affordable rental housing units for low-and moderate-income, individuals and/or families. This should occur within eighteen (18) months from the execution of this Agreement. The Access Peoria Construction Schedule is attached hereto and incorporated herein as “Exhibit A”.

Activity #2: The occupancy of tenants of 4 units to low- and moderate-income individuals/families according to all applicable HUD laws, regulations, and rules. This should occur within six (6) months from the completion of Activity #1 described above.

Activity #3: The furnishing of information regarding the 4 units upon City's request to ensure monitoring compliance with the applicable HUD laws, regulations, and rules concerning the HOME Affordability Period and guidelines.

B. Performance Monitoring

The City will monitor the performance of Access Peoria according to the goals and performance standards contained in this Agreement. During the HOME Affordability Period, the City will certify annual income of tenants to document eligibility and inspect units for property code compliance. Substandard performance as determined by the City will constitute non-compliance with this Agreement.

Participation in any prohibited activities as defined in 24 CFR 92.214 (a-b) shall constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by Access Peoria within 60 days after being notified by the City, termination of the Agreement will be initiated and all funds must be returned to the City.

C. Construction Monitoring

The City will monitor the performance of Access Peoria regarding the construction of two new residential duplexes [4 units]. The City reserves the right to review and approve all general contractors and sub-contractors that shall participate. Funds cannot be used to directly or indirect employ, award contracts to or otherwise engage the services of any contractor, subrecipient or sub-contractors during any period of debarment, suspension or placement of ineligibility status on the Federal System for Award Management lists.

Access Peoria will meet with City staff to review construction site plans. No construction can proceed without written authorization from the Community Development Director or his/her designee.

Access Peoria will secure all appropriate building permits, zoning permits, and all required approvals from the City. All plans must utilize new construction materials or equivalent grade materials as authorized by City Rehabilitation and/or Building Inspection staff.

During the construction phase of the project, Access Peoria agrees to allow City Rehabilitation Staff access to the project at all reasonable times for the purpose of inspection. The primary purpose of the inspection will be to ensure that the construction meets all applicable City, State of Illinois, and HUD property standards, codes, regulations, and laws. Moreover, Access Peoria agrees to allow City Building Inspectors access for required building inspections such as, but not limited to plumbing and electrical inspections.

D. Labor Provisions

- i. *Davis-Bacon Federal Labor Act (40 U.S.C. 276a-276a-5)*: The construction of the two new residential duplexes [4 units] for Access Peoria project does not trigger the requirements of the Davis-Bacon Act. However, in accordance with the other financing sources for the Access Peoria project, Access Peoria has agreed to comply with the Davis-Bacon Federal Labor Act. Access Peoria agrees to include the provisions of the Davis-Bacon Act in all contracts for the construction of the Access Peoria project. Additionally, Access Peoria

agrees to provide records and reports of the prevailing wage compliance to the City upon request.

- ii. *Contract Work Hours and Safety Standards Act (CWHSSA), as amended (40 USC 327-333)*: The CWHSSA will apply to the construction of the two new residential duplexes [four (4) units] for Access Peoria project, as the project is considered a “federally assisted construction contract over \$100,000”. Access Peoria agrees to require contractors and subcontractors to pay laborers and mechanics employed in performance of the construction of Access Peoria project one and one-half times their basic rate of pay for all hours worked over 40 in a workweek. In order to document compliance, the City will accept the U.S. Department of Labor Payroll (form WH-347). Additionally, in compliance with CWHSSA, Access Peoria agrees to prohibit any unsanitary, hazardous, or dangerous working conditions at the Access Peoria project in accordance to the Federal Department of Labor’s Occupational Safety and Health Administration (OSHA).
- iii. *Copeland (Anti-Kickback) Act (40 USC 276c)*: The Copeland Act will apply to the construction of the two new residential duplexes [four (4) units] for Access Peoria project, as the project is considered a “federally assisted contract in excess of \$2,000”. Access Peoria agrees to prohibit contractors and subcontractors from in any way inducing an employee to give up any part of the compensation to which he or she is entitled under his or her contract of employment in performance of the construction of the Access Peoria project. In order to document compliance, the City will accept the U.S. Department of Labor Payroll (form WH-347).
- iv. *Fair Labor Standards Act (FLSA) of 1938, as amended (29 USC 201, et.seq.)*: The FLSA will apply to the construction of the two new residential duplexes [four (4) units] for Access Peoria project. Access Peoria agrees to require contractors and subcontractors to pay Federal minimum wage for all workers and provide at least one and one-half times their basic rate of pay for all hours worked over 40 in a workweek. Additionally, Access Peoria agrees to prohibit contractors and subcontractors from employing youth under the age of 18 for performance of the construction of the Access Peoria project.
- v. *Minority and Women Business Enterprise (MBE/WBE) and Local Workforce Utilization requirement*: Access Peoria agrees to require its General Contractor and subcontractors make a good-faith effort to employ MBE/WBE businesses and local workforce in the following goal percentages:
 - a. 10% of the total contract award should be awarded to MBEs
 - b. 5% of the total contract award should be awarded to WBEs
 - c. 17% of the total contract amount should be awarded to local workforce
 - d. The goal percentages for MBE/WBE and local workforce utilization can be duplicative.
- vi. *Section 3 of the Housing and Urban Development Act of 1968 (24 CFR 135)*: Section 3 regulations will apply to the construction of the two new residential duplexes [four (4) units] for the Access Peoria project. Access Peoria agrees to direct applicable employment and other economic opportunities, to the greatest extent possible, and consistent with existing Federal, State and local laws and regulations, to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

V. **PAYMENT.**

A. Budget

Access Peoria made application to the City for HOME funds in connection with the Partners for a Better East Bluff initiative funded in part with the National Foreclosure Settlement funds from the Illinois Attorney General Office awarded to Local Initiative Support Corporation (LISC). The HOME funds awarded to Access Peoria is a portion of the Construction Budget, which is attached hereto and incorporated herein as "Exhibit B." Additionally, the Total Development Budget is attached hereto and incorporated herein as "Exhibit C".

TOTAL HOME FUNDS BUDGET	
Construction Materials and Labor, exclusive of general requirements and contractors profit (approx. \$102,206.75 per unit)*	\$408,827
TOTAL AWARD	\$408,827

**Total funds per unit shall not exceed the per unit subsidy limits based on the Section 221(d)(3) limits for elevator-type projects, by bedroom size (with adjustments up to 240% for "high cost" geographic areas). The 2012 published Section 221(d)(3) limits will remain in effect until further notice is issued from HUD.*

B. Reimbursement Procedures

It is expressly agreed and understood that the total amount to be reimbursed by the City under this Agreement shall not exceed Four Hundred and Eight Thousand Eight Hundred and Twenty Seven Dollars (\$408,827.00).

The City will reimburse Access Peoria for eligible activity expenses as defined by 24 CFR Part 92.206, based upon program and budget information submitted by Access Peoria, and consistent to City policy and procedures concerning reimbursement. The City will make reimbursements to Access Peoria **after** satisfactory completion of the environmental assessment according to 24 CFR Part 92.352 (a-b).

Reimbursement of HOME funds will be made in accordance to the Construction Escrow Agreement, which is attached hereto and incorporated herein as "Exhibit D".

Specific questions regarding reimbursement documentation may be directed to the Community Development Director or his/her designee.

VI. **HOME AFFORDABILITY PERIOD REQUIREMENTS.**

A. General Requirements

At time of project completion, the City and Access Peoria will execute a "Notice of Restriction on Use of Property" to be recorded against the 8 duplexes to be developed as a part of the Access Peoria project to secure the HOME Affordability Period. The HOME Affordability Period shall mean twenty (20) years from the date Access Peoria project is identified as "completed" in HUD's Integrated Disbursement Information System. For the purposes of the HOME Affordability Period, the 4 units will be designated as "floating" in accordance with 24 CFR

92.252(j). A “floating” unit is a unit that is initially designated as a HOME assisted unit, but the designation may change at some point during the HOME Affordability Period. Access Peoria agrees to maintain the total number of HOME assisted units (4) throughout the HOME Affordability Period amongst the 8 duplexes in which the Notice of Use Restriction is recorded and will ensure whatever unit within the Access Peoria project carries the designation of “assisted” meets the affordability requirements. Access Peoria agrees to repay the total amount of funds provided under this Agreement if the units do not meet the affordability requirements.

B. Rent and Occupancy

Throughout the duration of the HOME Affordability Period, Access Peoria agrees to lease the 4 units to households who have annual incomes that do not exceed 80 percent of the area median income.

Rent amounts for each HOME assisted unit will be determined by HUD’s HOME Program Rent Limits. Utility allowances for tenant-paid utilities must be reduced from the applicable HOME rent limits. The City will provide utility allowances to Access Peoria if tenants of the units are responsible for utility costs.

Both area median income limits and HOME program rent limits are published by HUD on an annual basis. The City will provide this information to Access Peoria upon release from HUD. Further, the City uses the IRS definition of adjusted gross income included on the IRS Form 1040 to determine income eligibility of a household. The City will provide the income calculation using this definition to Access Peoria for the purposes of tenant eligibility.

If tenants should receive additional subsidy through rental assistance programs, such as Section 8, HOME rents can be raised to the rental assistance program limit only if (i) the tenant pays no more than 30 percent of adjusted income for monthly rent, (ii) the subsidy is project-based, not tenant based, and (iii) the tenant’s income is less than 50 percent of the area median income.

Before a tenant occupies a unit, tenant eligibility must be documented with source documents, including but not limited wage statements, interest statements, and/or unemployment compensation statements. Access Peoria will retain such source document throughout the duration of the tenant’s lease.

Access Peoria agrees to contact the City when the income of a tenant occupying HOME assisted units increases over the allowable HOME limits.

C. Property Standards

Throughout the duration of the HOME Affordability Period, Access Peoria will ensure that the units meet the City’s Property Maintenance Code. Additionally, Access Peoria will allow the City to conduct on-site property inspections every three (3) years beginning on the date of project completion. Access Peoria may also conduct and document regular property inspections in the interim to ensure compliance with property standards.

D. Lease Provisions

Throughout the duration of the HOME Affordability Period, Access Peoria will agree to execute a written lease, occupancy agreement or other comparable legal document for each tenant

occupying a HOME assisted unit. The lease will include, but should not be limited to, the following provisions:

- a. Lease Length – Lease should be executed for at least one year, unless Access Peoria and the tenant mutually agree to a shorter period. However, the term may not be for a period less than 30 days.
- b. Termination of Tenancy – Access Peoria agrees to not terminate the tenancy or refuse to renew the lease of a tenant, except for allowable reasons:
 - i. Serious or repeated violation of the terms and conditions of the lease;
 - ii. Violating Federal, State or local law; or
 - iii. Other good cause
- c. HOME Rents – Access Peoria agrees to specify the allowable HOME rents and procedures for providing a 30 day written notice to tenants prior to alterations of rent amounts.
- d. Compliance with State and Local Tenant-Landlord Laws – Access Peoria agrees to comply with applicable State and local tenant-landlord laws.
- e. Prohibited clauses - Access Peoria agrees to not include the Federally-prohibited lease clauses listed in 24 CFR 92.253(b):
 - i. *Agreement to be sued.* Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;
 - ii. *Treatment of property.* Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State law;
 - iii. *Excusing owner from responsibility.* Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent;
 - iv. *Waiver of notice.* Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;
 - v. *Waiver of legal proceedings.* Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;
 - vi. *Waiver of a jury trial.* Agreement by the tenant to waive any right to a trial by jury;
 - vii. *Waiver of right to appeal court decision.* Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and
 - viii. *Tenant chargeable with cost of legal actions regardless of outcome.* Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

E. Affirmative Marketing and Tenant Selection

Access Peoria will have a written tenant selection plan for Access Peoria project that states the procedures for taking applications, screening applications including determining household income and eligibility determinations, maintenance of waiting lists (if applicable) and the process for notifying applicants of eligibility or rejection.

Access Peoria will also use equal opportunity language and fair housing logo in advertisements and literature regarding Access Peoria project, and ensure that literature is understandable to clients with key information available in other languages.

Access Peoria must incorporate affirmative marketing strategies to inform persons not likely to apply for housing without special outreach, maintain records to document actions taken to market HOME assisted units and to assess the marketing effectiveness and identify corrective action procedures that will be taken if the marketing is deemed ineffective.

VII. NOTICES.

Communication and details concerning this Agreement shall be directed to the following representatives:

<u>CITY</u>	<u>ACCESS PEORIA, LLC.</u>
Community Development Director	Access Peoria, LLC
(or his/her designee)	c/o IFF
City Hall	One North LaSalle Street, Suite 700
419 Fulton Street, Suite 300	Chicago, IL 60602
Peoria, IL 61602	Attn: Tara Peele
(309) 494-8656	(312) 521-7383

VIII. GENERAL CONDITIONS.

A. Hold Harmless and Indemnification

Access Peoria shall hold harmless, defend, and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of Access Peoria' performance or nonperformance of the services or subject matter called for in this Agreement.

B. Worker's Compensation

Access Peoria shall provide Worker's Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

C. Insurance

1. General Coverage

Access Peoria shall carry at a minimum the below described insurance coverage to protect contract assets, including but not limited to the property and the structure, from loss due to theft, fraud, and/or undue physical damage. Access Peoria will ensure its contractors and other sub-contractors carry appropriate insurance. Minimum amounts of contractor's insurance are as follow:

COVERAGE	BODILY INJURY	PROPERTY DAMAGE
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General Liability	\$300,000	\$100,000
Contractor's Liability	\$300,000	\$100,000
Automobile Liability	\$100,000/\$300,000	\$50,000
Workman's Compensation	Statutory Limits	-

All insurance policies must remain in full coverage until City Rehabilitation Staff sign off that the project is completed. Upon request by the City, Access Peoria will provide the City with all required certificates and/or proof of insurance. In addition any and all insurance policies shall name the City as an additional insured under said policy or policies.

D. Amendments

The City or Access Peoria may amend this Agreement at any time and are executed in writing, signed by a duly authorized representative of both parties. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Access Peoria from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with Federal, state, and local governmental guidelines, policies, and available funding amounts, or for other similar reasons. If such amendments result in a change in 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 the City and Access Peoria.

The Agreement cannot be assumed by or assigned to another entity without written authorization and approval from the City.

E. Suspension or Termination

The City may suspend or terminate this Agreement, in whole or in part, if Access Peoria materially fails to comply with any term of this Agreement, or with any of the rules, regulations, or provisions referred to herein; and the City may declare Access Peoria ineligible for any further participation in the City's programs, in addition to other remedies as provided by law. In the event there is reason to believe Access Peoria is in noncompliance with any applicable rules or regulations, the City will suspend ALL reimbursement of the said Agreement funds until such time as Access Peoria is found to be in compliance by the City, or is otherwise adjudicated to be in compliance.

IX. ADMINISTRATIVE REQUIREMENTS.

A. Financial Management

Access Peoria serving as the Owner and Developer agrees to have financial management systems that meet the standards of CFR Part 84.21

1. Internal Controls

Access Peoria shall have the following internal controls within its financial management system:

- An organizational chart setting forth the actual lines of responsibility of personnel involved in financial transactions;
- Written definition and delineation of duties among key personnel involved in financial transactions;

- An accounting policy and procedures manual that includes specific approval authority for financial transactions and guidelines for controlling expenditures, a set of written procedures for recording of transactions, and utilizes a chart of accounts;
- Separation of duties is adequate so that no one individual has authority over a financial transaction from beginning to end. In other words, one person should not have responsibility for more than one of the following functions:
 - Authorization to execute a transaction;
 - Recording of the transaction;
 - Custody of the assets involved in the transaction
- Hiring policies ensuring that staff qualifications are commensurate with job responsibilities
- Control over assets, blank forms and confidential documents so that these types of documents are limited to authorized personnel only.
- Periodic reconciliation of financial records to actual assets and liabilities.

2. Budget Controls

Access Peoria shall have the following budget control within its financial management system:

- Maintain accounting records (as defined in subsection 3 below) for the amounts budgeted for eligible activities;
- Periodically compare actual obligations and expenditures to date against planned obligations and expenditures, and against projected accomplishments for such outlays;
- Report deviations from budget and program plans, and request approval for budget and program plan revisions.

3. Accounting Records

Access Peoria shall have the following accounting records within its financial management system:

- Chart of accounts- a list of account names and the numbers assigned to each of the account names;
- Cash receipts journal- documents, in chronological order, when funds were received, in what amounts and from what sources;
- Payroll journals
- General Ledger- summarizing, in chronological order, the activity and financial status of all the accounts.

B. Documentation and Record Keeping

1. Records to be Maintained

Access Peoria shall maintain all records required by Federal regulations, specified in 24 CFR Part 92.508, that are pertinent to Access Peoria project and the eligible costs to be funded under this Agreement. Such records shall include, but not be limited to:

- a. Records providing a full description of the project;
- b. Records required to document the eligibility of costs;
- c. Records required to document the eligibility of activities, specifically:

- i. Records demonstrating that each individual/family is income eligible in accordance with 24 CFR Part 92.203;
- ii. Records demonstrating that each project meets the property standards of 24 CFR Part 92.251 and the lead-based paint requirements of 24 CFR Part 92.355;
- e. Records documenting compliance with Fair Housing and Equal Opportunity components of the HOME Program;
- f. Financial records as required by 24 CFR Part 84.21.

2. Retention

Access Peoria shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the expiration of the HOME Affordability Period. If there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until the completion of the action and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Audits and Inspections

Access Peoria records with respect to any matters covered by this Agreement shall be made available to the City and its designees, or HUD and its designees, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make copies of all relevant data. Any deficiencies noted in audit reports must be fully corrected by Access Peoria within 30 days. Failure of Access Peoria to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

In addition, Access Peoria understands that all aspects of the sponsored activity(ies) or program will be open to inspection by employees or agents of the City, State and/or Federal governments.

4. Quarterly Reports

Access Peoria shall submit a quarterly budget and report regarding the budget and expenditures of the Access Peoria project. Access Peoria will also submit a quarterly program report regarding the accomplishments of project. The City will provide Access Peoria with reporting forms or with the approval of the City, Access Peoria may substitute an alternative report/format that contains the requested information. The reports shall be submitted to the Community Development Director (or his/her designee) no later than the 10th day following the end of each quarter as long as funds remain to be expended.

X. OTHER PROGRAM REQUIREMENTS.

A. Property Standards

The HOME assisted units must meet the property standards of 24 CFR 92.251, including compliance with all City of Peoria housing, budget and zoning codes. The units must meet the accessibility requirements at 24 CFR part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and covered multifamily dwellings, as defined at 24 CFR 100.201, must also meet the design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-3619).

B. Conflict of Interest

Access Peoria understands and agrees that no person, who is an employee, agent, consultant, or officer of Access Peoria may obtain an interest, financial or otherwise, or benefit from a HOME assisted activity or have any interest in any contract, subcontract, or agreement with respect to any HOME assisted activity pursuant to 24 CFR 92.356. This prohibition applies to employees, agents, consultants, or officers of Access Peoria or those with whom they have family or business ties during their entire employment/business relationship with Access Peoria and for one (1) year after the expiration of their employment/business relationship with Access Peoria.

C. Nondiscrimination

Access Peoria will not discriminate against anyone because of race, color, creed, religion, sexual orientation, ancestry, national origin, sex, disability, or other handicap, age, marital or familial status, or status with regard to public assistance. Access Peoria will take affirmative action to insure that all practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Access Peoria agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

Specifically, Access Peoria must show proof of valid City Equal Employment Opportunity Certification prior to any request for the reimbursement of funds.

D. Religious Organization

Access Peoria agrees that funds provided under this contract will not be used for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR Part 92.257.

E. Prohibition Against hiring City Employees

Access Peoria agrees, as a condition of accepting this Agreement with the City, that for a period of one year following completion of this Agreement, that it shall be prohibited from hiring, directly or indirectly, any City employee or official who was involved, directly or indirectly in: (1) the selection and/or recommendation to select the Access Peoria for performance of this Agreement; (2) coordinating the efforts of the Access Peoria in the consummation or completion of this Agreement; or (3) monitoring or determining the performance of the Access Peoria. Access Peoria further acknowledges and agrees that upon the City's determination that a violation of this provision has occurred, the penalty imposed, at the sole discretion of the City, may include one or more of the following; (1) cancellation of any other contract(s) between the City and the Access Peoria; (2) disqualification of the Access Peoria from bidding or being awarded future contracts with the City for a period of 2 years; and/or (3) payment of liquidated damages to the City in the amount of \$25,000.

XI. ENVIRONMENTAL REQUIREMENTS.

A. Environmental Assessment

The City shall conduct an environmental assessment pursuant to 24 CFR, Part 58 prior to approving any requests for the release of funds by Access Peoria. Access Peoria understands

and agrees that it may not receive any funds until the City has conducted an Environmental Assessment pursuant to 24 CFR Part 58 and approved accordingly.

B. Lead-Based Paint Requirements

Access Peoria agrees to comply with the lead-based paint provision of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4821, et seq. and the lead-based paint requirements in 24 CFR Part 92.355 and 24 CFR Part 35.

XII. SEVERABILITY.

If any provision of the Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. ENFORCEMENT OF THIS AGREEMENT.

If Access Peoria fails to comply with the requirements and covenants contained herein, the same shall constitute a breach of this Agreement and the City shall be entitled to all remedies under Illinois law at the time of the breach.

XIV. SURVIVAL OF OBLIGATIONS.

The Access Peoria obligations as set forth in this Agreement shall survive the disbursement of the HOME funds and shall expire upon the expiration of the HOME Affordability Period, and Access Peoria shall continue to cooperate with the City and furnish any documents, exhibits or showings as required.

XV. LIABILITY OF CITY.

In no event shall the City be liable to Access Peoria for consequential or incidental damages, including, without limitation, lost profits, whatever the nature of the breach by the City of its obligations under this Agreement or in connection with the Project, and Access Peoria waives all claims for consequential and incidental damages and for all damages described in Paragraph XVII below.

XVI. FUNDING.

The parties acknowledge that the HOME funds are monies provided by HUD, and that the City is under no obligation to request such funds for any disbursement unless and until all necessary preconditions to disbursement have been satisfied to the City's satisfaction, and that significant time delays might result from the funding of such monies by HUD. Without limiting the generality of Paragraph XVI above, in no event shall the City be liable to Access Peoria for any damages whatsoever which might result in whole or in part from any delays in funding.

LISTING OF EXHIBITS

- Exhibit A: Access Peoria Construction Schedule; ten (10) pages
- Exhibit B: Access Peoria Construction Budget; three (3) pages
- Exhibit C: Access Peoria Total Development Budget; two (2) pages
- Exhibit D: Construction Escrow Agreement; twelve (12) pages

[Signatures on Next Pages]

APPROVED AND EXECUTED AS OF THIS 23 DAY OF December 2014.

ACCESS PEORIA, LLC

an Illinois limited liability company

By: HOME First, LLC,
an Illinois limited liability company,
its sole member

By: IFF, an Illinois nonprofit corporation
the sole member

By: *Terry Pieniazek*

Name: TERRY PIENIAZEK

Its: VP-RES

STATE OF ILLINOIS,
COUNTY OF Cook, SS:


The foregoing instrument was acknowledged before me, a Notary Public, in and for said county and state, this Dec 23, 2014, by Terry Pieniazek, the VP RES of IFF, an Illinois nonprofit corporation, the sole member of HOME First, LLC, an Illinois limited liability company, its sole member of Access Peoria, LLC, an Illinois limited liability company.

Nomeda Tautkute
Notary Public


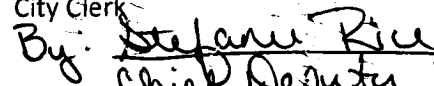
My Commission Expires: Sep. 20, 2017



CITY OF PEORIA, ILLINOIS,
an Illinois Municipal Corporation

By: 
City Manager *Acting City Manager*

Attest:


City Clerk
By: 
Chief Deputy City Clerk
Approved as to Content:


Corporation Counsel

Approved as to Form:

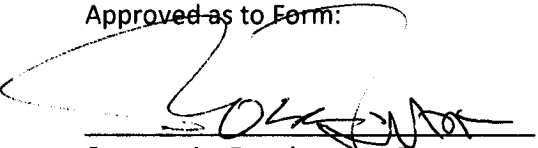

Community Development Department

Exhibit A

Access Peoria Construction Schedule



ID	Task Name	Duration	Start	Finish	Predecessors	Month												
						December	January	February	March	April	May	June	July	August	September	October	November	December
1	Access Peoria - Peoria, IL																	
2																		
3																		
4	Construction	242 days	Mon 12/22/14	Mon 11/30/15														
5	1915 N. Peoria Ave. - Building Type B	129 days	Mon 12/22/14	Tue 6/23/15														
6	Sitework	93 days	Mon 12/22/14	Fri 5/1/15														
7	Earthwork & Site Prep	13 days	Mon 12/22/14	Fri 1/9/15														
8	Sanitary Sewer	7 days	Mon 3/30/15	Tue 4/7/15	7,29													
9	Site Water	7 days	Mon 3/30/15	Tue 4/7/15	7,29													
10	Site gas Lines	7 days	Mon 3/30/15	Tue 4/7/15	7,29													
11	Site Electric	7 days	Mon 3/30/15	Tue 4/7/15	7,29													
12	Concrete Curbs & Gutter	7 days	Wed 4/8/15	Thu 4/16/15	11													
13	Install Rock Base	1 day	Fri 4/17/15	Fri 4/17/15	8,9,10,12,24													
14	Paving	3 days	Mon 4/20/15	Wed 4/22/15	13,24FS+4 day													
15	Concrete Sidewalks	3 days	Mon 4/20/15	Wed 4/22/15	13													
16	Asphalt Striping	1 day	Thu 4/23/15	Thu 4/23/15	14													
17	Final Grade	2 days	Thu 4/23/15	Fri 4/24/15	15													
18	Planting beds & Landscaping	7 days	Thu 4/23/15	Fri 5/1/15	15													
19																		
20	Building Construction	116 days	Mon 1/12/15	Tue 6/23/15														
21	Foundations	13 days	Mon 1/12/15	Wed 1/28/15	7													
22	Underslab Rough In	5 days	Thu 1/29/15	Wed 2/4/15	21													
23	Underslab Insulation & Vapor Retarder	1 day	Thu 2/5/15	Thu 2/5/15	22													
24	SOG	8 days	Fri 2/6/15	Tue 2/17/15	23													
25	Wood Framing & Blocking	15 days	Wed 2/18/15	Tue 3/10/15	24													
26	Trusses & Sheathing	3 days	Wed 3/11/15	Fri 3/13/15	25													
27	Shingle Roofing	3 days	Mon 3/16/15	Wed 3/18/15	26													
28	Windows & Exterior Doors	3 days	Wed 3/11/15	Fri 3/13/15	25													
29	Masonry	10 days	Mon 3/16/15	Fri 3/27/15	26													
30	Siding & Sheet Metal	5 days	Mon 3/30/15	Fri 4/3/15	27,28,29													
31	MEP Rough ins	10 days	Thu 3/19/15	Wed 4/1/15	25,27													
32	Insulation	2 days	Mon 4/6/15	Tue 4/7/15	30,31													
33	Drywall Hang & Tape	10 days	Wed 4/8/15	Tue 4/21/15	31,32													
34	Painting	12 days	Wed 4/15/15	Thu 4/30/15	33SS+5 days													
35	Ceramic Tile	7 days	Fri 5/1/15	Mon 5/11/15	34													

Project: 12012014_Access Peoria Date: Mon 12/1/14	Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline	
	Split		External Tasks		Inactive Summary		Manual Summary		Critical	
	Milestone		External Milestone		Manual Task		Start-only		Critical Split	
	Summary		Inactive Task		Duration-only		Finish-only		Progress	

MORRISSEY CONSTRUCTION COMPANY

ID	Task Name	Duration	Start	Finish	Predecessors	December	January	February	March	April	May	June	July	August	September	October	November	December				
						M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W
36	Vinyl Strip Flooring & Base	7 days	Fri 5/1/15	Mon 5/11/15	34																	
37	Vinyl Tile Flooring & Base	7 days	Fri 5/1/15	Mon 5/11/15	34																	
38	Finish Carp/Cabinets/Misc. Specialties	20 days	Tue 5/12/15	Tue 6/9/15	34,35,37																	
39	Pre Hung Doors & Hardware	20 days	Tue 5/12/15	Tue 6/9/15	38SS																	
40	Marble Window Sills	20 days	Tue 5/12/15	Tue 6/9/15	38SS																	
41	MEP Finish	20 days	Tue 5/12/15	Tue 6/9/15	38SS																	
42	Appliances	20 days	Tue 5/12/15	Tue 6/9/15	38SS																	
43	Toilet Accessories	20 days	Tue 5/12/15	Tue 6/9/15	38SS																	
44	Window Blinds	20 days	Tue 5/12/15	Tue 6/9/15	38SS																	
45	Final Clean	5 days	Wed 6/10/15	Tue 6/16/15	36,40,41,42,43																	
46	Punch List	5 days	Wed 6/17/15	Tue 6/23/15	16,17,18,39,40																	
47																						
48	1831 - 1833 N. Peoria Ave. - Building Type B	123 days	Mon 1/12/15	Thu 7/2/15																		
49	Sitework	93 days	Mon 1/12/15	Thu 5/21/15																		
50	Earthwork & Site Prep	13 days	Mon 1/12/15	Wed 1/28/15	7																	
51	Sanitary Sewer	7 days	Thu 4/16/15	Fri 4/24/15	50,72																	
52	Site Water	7 days	Thu 4/16/15	Fri 4/24/15	50,72																	
53	Site gas Lines	7 days	Thu 4/16/15	Fri 4/24/15	50,72																	
54	Site Electric	7 days	Thu 4/16/15	Fri 4/24/15	50,72																	
55	Concrete Curbs & Gutter	7 days	Mon 4/27/15	Tue 5/5/15	54																	
56	Install Rock Base	1 day	Wed 5/6/15	Wed 5/6/15	51,52,53,55,60																	
57	Paving	3 days	Thu 5/7/15	Mon 5/11/15	56,67FS+4 day																	
58	Concrete Sidewalks	3 days	Thu 5/7/15	Mon 5/11/15	56																	
59	Asphalt Striping	1 day	Tue 5/12/15	Tue 5/12/15	57																	
60	Final Grade	2 days	Tue 5/12/15	Wed 5/13/15	58																	
61	Planting beds & Landscaping	7 days	Tue 5/12/15	Thu 5/21/15	58																	
62																						
63	Building Construction	110 days	Thu 1/29/15	Thu 7/2/15																		
64	Foundations	13 days	Thu 1/29/15	Mon 2/16/15	50,21																	
65	Underslab Rough In	5 days	Tue 2/17/15	Mon 2/23/15	64																	
66	Underslab Insulation & Vapor Retarder	1 day	Tue 2/24/15	Tue 2/24/15	65																	
67	SOG	8 days	Wed 2/25/15	Fri 3/6/15	66																	
68	Wood Framing & Blocking	15 days	Mon 3/9/15	Fri 3/27/15	67																	
69	Trusses & Sheathing	3 days	Mon 3/30/15	Wed 4/1/15	68																	
70	Shingle Roofing	3 days	Thu 4/2/15	Mon 4/6/15	69																	

Project: 12012014_Access Peoria Date: Mon 12/1/14	Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline	
	Split		External Tasks		Inactive Summary		Manual Summary		Critical	
	Milestone		External Milestone		Manual Task		Start-only		Critical Split	
	Summary		Inactive Task		Duration-only		Finish-only		Progress	

MORRISSEY CONSTRUCTION COMPANY

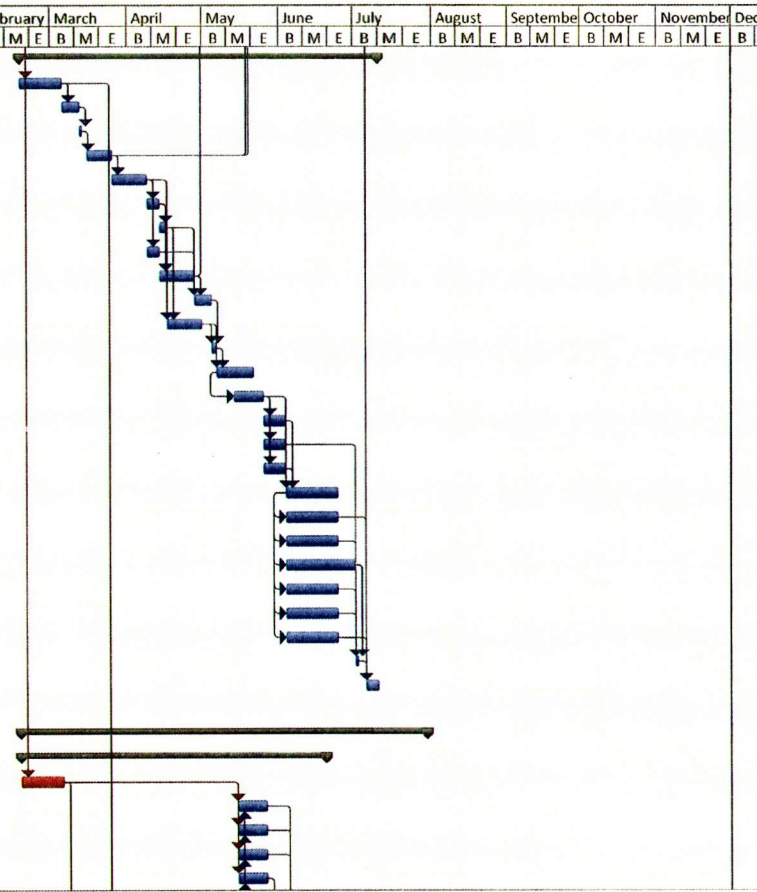
ID	Task Name	Duration	Start	Finish	Predecessors	December	January	February	March	April	May	June	July	August	September	October	November	December
						M	E	B	M	E	B	M	E	B	M	E	B	M
71	Windows & Exterior Doors	3 days	Mon 3/30/15	Wed 4/1/15	68													
72	Masonry	10 days	Thu 4/2/15	Wed 4/15/15	69													
73	Siding & Sheet Metal	5 days	Thu 4/16/15	Wed 4/22/15	70,71,72													
74	MEP Rough ins	10 days	Tue 4/7/15	Mon 4/20/15	68,70													
75	Insulation	2 days	Thu 4/23/15	Fri 4/24/15	73,74													
76	Drywall Hang & Tape	10 days	Mon 4/27/15	Fri 5/8/15	74,75													
77	Painting	10 days	Mon 5/4/15	Fri 5/15/15	76SS+5 days													
78	Ceramic Tile	7 days	Tue 5/19/15	Wed 5/27/15	77													
79	Vinyl Strip Flooring & Base	7 days	Tue 5/19/15	Wed 5/27/15	77													
80	Vinyl Tile Flooring & Base	7 days	Tue 5/19/15	Wed 5/27/15	77													
81	Finish Carp/Cabinets/Misc. Specialties	15 days	Thu 5/28/15	Wed 6/17/15	77,78,80													
82	Pre Hung Doors & Hardware	15 days	Thu 5/28/15	Wed 6/17/15	81SS													
83	Marble Window Sills	15 days	Thu 5/28/15	Wed 6/17/15	81SS													
84	MEP Finish	20 days	Thu 5/28/15	Wed 6/24/15	81SS													
85	Appliances	15 days	Thu 5/28/15	Wed 6/17/15	81SS													
86	Toilet Accessories	15 days	Thu 5/28/15	Wed 6/17/15	81SS													
87	Window Blinds	15 days	Thu 5/28/15	Wed 6/17/15	81SS													
88	Final Clean	1 day	Thu 6/25/15	Thu 6/25/15	79,83,84,85,86													
89	Punch List	5 days	Fri 6/26/15	Thu 7/2/15	59,60,61,82,83													
90																		
91	1634 N Missouri Ave. - Building Type A	115 days	Thu 1/29/15	Fri 7/10/15														
92	Sitework	88 days	Thu 1/29/15	Tue 6/2/15														
93	Earthwork & Site Prep	13 days	Thu 1/29/15	Mon 2/16/15	50													
94	Sanitary Sewer	7 days	Tue 4/28/15	Wed 5/6/15	93,115													
95	Site Water	7 days	Tue 4/28/15	Wed 5/6/15	93,115													
96	Site gas Lines	7 days	Tue 4/28/15	Wed 5/6/15	93,115													
97	Site Electric	7 days	Tue 4/28/15	Wed 5/6/15	93,115													
98	Concrete Curbs & Gutter	7 days	Thu 5/7/15	Fri 5/15/15	97													
99	Install Rock Base	1 day	Tue 5/19/15	Tue 5/19/15	94,95,96,98,100													
100	Paving	3 days	Wed 5/20/15	Fri 5/22/15	99,110FS+4 days													
101	Concrete Sidewalks	3 days	Wed 5/20/15	Fri 5/22/15	99													
102	Asphalt Striping	1 day	Mon 5/25/15	Mon 5/25/15	100													
103	Final Grade	2 days	Mon 5/25/15	Tue 5/26/15	101													
104	Planting beds & Landscaping	7 days	Mon 5/25/15	Tue 6/2/15	101													
105																		

Project: 12012014_Access Peoria Date: Mon 12/1/14	Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline	
	Split		External Tasks		Inactive Summary		Manual Summary		Critical	
	Milestone		External Milestone		Manual Task		Start-only		Critical Split	
	Summary		Inactive Task		Duration-only		Finish-only		Progress	

Page 3

MORRISSEY CONSTRUCTION COMPANY

ID	Task Name	Duration	Start	Finish	Predecessors	December		January		February		March		April		May		June		July		August		September		October		November		December
						M	E	B	M	E	B	M	E	B	M	E	B	M	E	B	M	E	B	M	E	B	M	E	B	M
106	Building Construction	102 days	Tue 2/17/15	Fri 7/10/15																										
107	Foundations	13 days	Tue 2/17/15	Thu 3/5/15	93,64																									
108	Underslab Rough In	5 days	Fri 3/6/15	Thu 3/12/15	107																									
109	Underslab Insulation & Vapor Retarder	1 day	Fri 3/13/15	Fri 3/13/15	108																									
110	SOG	8 days	Mon 3/16/15	Wed 3/25/15	109																									
111	Wood Framing & Blocking	10 days	Thu 3/26/15	Wed 4/8/15	110																									
112	Trusses & Sheathing	3 days	Thu 4/9/15	Mon 4/13/15	111																									
113	Shingle Roofing	3 days	Tue 4/14/15	Thu 4/16/15	112																									
114	Windows & Exterior Doors	3 days	Thu 4/9/15	Mon 4/13/15	111																									
115	Masonry	10 days	Tue 4/14/15	Mon 4/27/15	112																									
116	Siding & Sheet Metal	5 days	Tue 4/28/15	Mon 5/4/15	113,114,115																									
117	MEP Rough ins	10 days	Fri 4/17/15	Thu 4/30/15	111,113																									
118	Insulation	2 days	Tue 5/5/15	Wed 5/6/15	116,117																									
119	Drywall Hang & Tape	10 days	Thu 5/7/15	Thu 5/21/15	117,118																									
120	Painting	7 days	Thu 5/14/15	Mon 5/25/15	119SS+5 days																									
121	Ceramic Tile	7 days	Tue 5/26/15	Wed 6/3/15	120																									
122	Vinyl Strip Flooring & Base	7 days	Tue 5/26/15	Wed 6/3/15	120																									
123	Vinyl Tile Flooring & Base	7 days	Tue 5/26/15	Wed 6/3/15	120																									
124	Finish Carp/Cabinets/Misc. Specialties	15 days	Thu 6/4/15	Wed 6/24/15	120,121,123																									
125	Pre Hung Doors & Hardware	15 days	Thu 6/4/15	Wed 6/24/15	124SS																									
126	Marble Window Sills	15 days	Thu 6/4/15	Wed 6/24/15	124SS																									
127	MEP Finish	20 days	Thu 6/4/15	Wed 7/1/15	124SS																									
128	Appliances	15 days	Thu 6/4/15	Wed 6/24/15	124SS																									
129	Toilet Accessories	15 days	Thu 6/4/15	Wed 6/24/15	124SS																									
130	Window Blinds	15 days	Thu 6/4/15	Wed 6/24/15	124SS																									
131	Final Clean	1 day	Thu 7/2/15	Thu 7/2/15	122,126,127,1																									
132	Punch List	5 days	Mon 7/6/15	Fri 7/10/15	102,103,104,1																									
133																														
134	603 E. Ravine - Building Type B	115 days	Tue 2/17/15	Wed 7/29/15																										
135	Sitework	88 days	Tue 2/17/15	Fri 6/19/15																										
136	Earthwork & Site Prep	13 days	Tue 2/17/15	Thu 3/5/15	93																									
137	Sanitary Sewer	7 days	Fri 5/15/15	Tue 5/26/15	136,158																									
138	Site Water	7 days	Fri 5/15/15	Tue 5/26/15	136,158																									
139	Site gas Lines	7 days	Fri 5/15/15	Tue 5/26/15	136,158																									
140	Site Electric	7 days	Fri 5/15/15	Tue 5/26/15	136,158																									



Project: 12012014_Access Peoria Date: Mon 12/1/14	Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline	
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	Summary		Inactive Task		Duration-only		Finish-only		Progress	

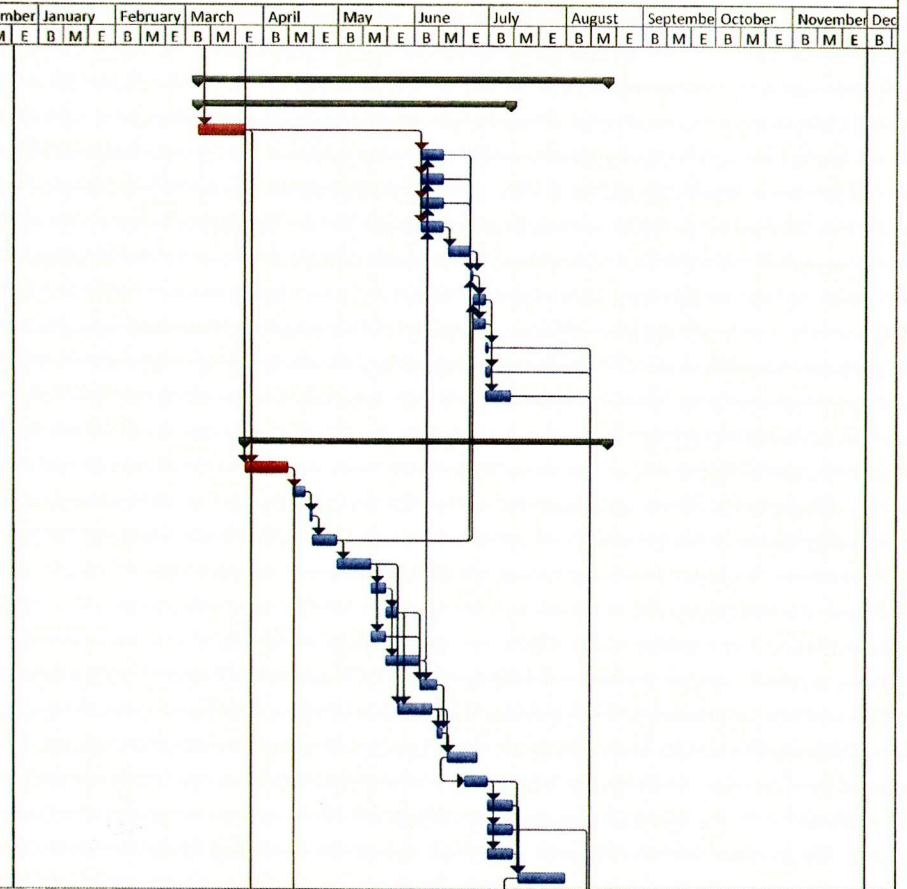
MORRISSEY CONSTRUCTION COMPANY

ID	Task Name	Duration	Start	Finish	Predecessors	December	January	February	March	April	May	June	July	August	September	October	November	December																								
						M	F	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M
141	Concrete Curbs & Gutter	7 days	Wed 5/27/15	Thu 6/4/15	140																																					
142	Install Rock Base	1 day	Fri 6/5/15	Fri 6/5/15	137,138,139,1																																					
143	Paving	3 days	Mon 6/8/15	Wed 6/10/15	142,153FS+4 c																																					
144	Concrete Sidewalks	3 days	Mon 6/8/15	Wed 6/10/15	142																																					
145	Asphalt Striping	1 day	Thu 6/11/15	Thu 6/11/15	143																																					
146	Final Grade	2 days	Thu 6/11/15	Fri 6/12/15	144																																					
147	Planting beds & Landscaping	7 days	Thu 6/11/15	Fri 6/19/15	144																																					
148																																										
149	Building Construction	102 days	Fri 3/6/15	Wed 7/29/15																																						
150	Foundations	13 days	Fri 3/6/15	Tue 3/24/15	136																																					
151	Underslab Rough In	5 days	Wed 3/25/15	Tue 3/31/15	150																																					
152	Underslab Insulation & Vapor Retarder	1 day	Wed 4/1/15	Wed 4/1/15	151																																					
153	SOG	8 days	Thu 4/2/15	Mon 4/13/15	152																																					
154	Wood Framing & Blocking	10 days	Tue 4/14/15	Mon 4/27/15	153																																					
155	Trusses & Sheathing	3 days	Tue 4/28/15	Thu 4/30/15	154																																					
156	Shingle Roofing	3 days	Fri 5/1/15	Tue 5/5/15	155																																					
157	Windows & Exterior Doors	3 days	Tue 4/28/15	Thu 4/30/15	154																																					
158	Masonry	10 days	Fri 5/1/15	Thu 5/14/15	155																																					
159	Siding & Sheet Metal	5 days	Fri 5/15/15	Fri 5/22/15	156,157,158																																					
160	MEP Rough ins	10 days	Wed 5/6/15	Wed 5/20/15	154,156																																					
161	Insulation	2 days	Mon 5/25/15	Tue 5/26/15	159,160																																					
162	Drywall Hang & Tape	10 days	Wed 5/27/15	Tue 6/9/15	160,161																																					
163	Painting	7 days	Wed 6/3/15	Thu 6/11/15	162SS+5 days																																					
164	Ceramic Tile	7 days	Fri 6/12/15	Mon 6/22/15	163																																					
165	Vinyl Strip Flooring & Base	7 days	Fri 6/12/15	Mon 6/22/15	163																																					
166	Vinyl Tile Flooring & Base	7 days	Fri 6/12/15	Mon 6/22/15	163																																					
167	Finish Carp/Cabinets/Misc. Specialties	15 days	Tue 6/23/15	Tue 7/14/15	163,164,166																																					
168	Pre Hung Doors & Hardware	15 days	Tue 6/23/15	Tue 7/14/15	167SS																																					
169	Marble Window Sills	15 days	Tue 6/23/15	Tue 7/14/15	167SS																																					
170	MEP Finish	20 days	Tue 6/23/15	Tue 7/21/15	167SS																																					
171	Appliances	15 days	Tue 6/23/15	Tue 7/14/15	167SS																																					
172	Toilet Accessories	15 days	Tue 6/23/15	Tue 7/14/15	167SS																																					
173	Window Blinds	15 days	Tue 6/23/15	Tue 7/14/15	167SS																																					
174	Final Clean	1 day	Wed 7/22/15	Wed 7/22/15	165,169,170,1																																					
175	Punch List	5 days	Thu 7/23/15	Wed 7/29/15	145,146,147,1																																					

Project: 12012014_Access Peoria Date: Mon 12/1/14	Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline	
	Split		External Tasks		Inactive Summary		Manual Summary		Critical	
	Milestone		External Milestone		Manual Task		Start-only		Critical Split	
	Summary		Inactive Task		Duration-only		Finish-only		Progress	

MORRISSEY CONSTRUCTION COMPANY

ID	Task Name	Duration	Start	Finish	Predecessors	December	January	February	March	April	May	June	July	August	September	October	November	December		
						M	E	D	M	F	D	M	F	B	M	E	B	M	E	B
176	1817 & 1819 N. Indiana Ave. - Building Type A																			
177	Sitework	88 days	Fri 3/6/15	Mon 8/17/15																
178			Fri 3/6/15	Thu 7/9/15																
179	Earthwork & Site Prep	13 days	Fri 3/6/15	Tue 3/24/15	136															
180	Sanitary Sewer	7 days	Thu 6/4/15	Fri 6/12/15	179,201															
181	Site Water	7 days	Thu 6/4/15	Fri 6/12/15	179,201															
182	Site gas Lines	7 days	Thu 6/4/15	Fri 6/12/15	179,201															
183	Site Electric	7 days	Thu 6/4/15	Fri 6/12/15	179,201															
184	Concrete Curbs & Gutter	7 days	Mon 6/15/15	Tue 6/23/15	183															
185	Install Rock Base	1 day	Wed 6/24/15	Wed 6/24/15	180,181,182,1															
186	Paving	3 days	Thu 6/25/15	Mon 6/29/15	185,196FS+4 c															
187	Concrete Sidewalks	3 days	Thu 6/25/15	Mon 6/29/15	185															
188	Asphalt Striping	1 day	Tue 6/30/15	Tue 6/30/15	186															
189	Final Grade	2 days	Tue 6/30/15	Wed 7/1/15	187															
190	Planting beds & Landscaping	7 days	Tue 6/30/15	Thu 7/9/15	187															
191																				
192	Building Construction	102 days	Wed 3/25/15	Mon 8/17/15																
193	Foundations	13 days	Wed 3/25/15	Fri 4/10/15	179,107															
194	Underslab Rough In	5 days	Mon 4/13/15	Fri 4/17/15	193															
195	Underslab Insulation & Vapor Retarder	1 day	Mon 4/20/15	Mon 4/20/15	194															
196	SOG	8 days	Tue 4/21/15	Thu 4/30/15	195															
197	Wood Framing & Blocking	10 days	Fri 5/1/15	Thu 5/14/15	196															
198	Trusses & Sheathing	3 days	Fri 5/15/15	Wed 5/20/15	197															
199	Shingle Roofing	3 days	Thu 5/21/15	Mon 5/25/15	198															
200	Windows & Exterior Doors	3 days	Fri 5/15/15	Wed 5/20/15	197															
201	Masonry	10 days	Thu 5/21/15	Wed 6/3/15	198															
202	Siding & Sheet Metal	5 days	Thu 6/4/15	Wed 6/10/15	199,200,201															
203	MEP Rough ins	10 days	Tue 5/26/15	Mon 6/8/15	197,199															
204	Insulation	2 days	Thu 6/11/15	Fri 6/12/15	202,203															
205	Drywall Hang & Tape	10 days	Mon 6/15/15	Fri 6/26/15	203,204															
206	Painting	7 days	Mon 6/22/15	Tue 6/30/15	205SS+5 days															
207	Ceramic Tile	7 days	Wed 7/1/15	Fri 7/10/15	206															
208	Vinyl Strip Flooring & Base	7 days	Wed 7/1/15	Fri 7/10/15	206															
209	Vinyl Tile Flooring & Base	7 days	Wed 7/1/15	Fri 7/10/15	206															
210	Finish Carp/Cabinets/Misc. Specialties	15 days	Mon 7/13/15	Fri 7/31/15	206,207,209															



Project: 12012014_Access Peoria Date: Mon 12/1/14	Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline	
	Split		External Tasks		Inactive Summary		Manual Summary		Critical	
	Milestone		External Milestone		Manual Task		Start-only		Critical Split	
	Summary		Inactive Task		Duration-only		Finish-only		Progress	

MORRISSEY CONSTRUCTION COMPANY

ID	Task Name	Duration	Start	Finish	Predecessors	December	January	February	March	April	May	June	July	August	September	October	November	December
						M	E	B	M	E	B	M	E	B	M	E	B	M
211	Pre Hung Doors & Hardware	15 days	Mon 7/13/15	Fri 7/31/15	210SS													
212	Marble Window Sills	15 days	Mon 7/13/15	Fri 7/31/15	210SS													
213	MEP Finish	20 days	Mon 7/13/15	Fri 8/7/15	210SS													
214	Appliances	15 days	Mon 7/13/15	Fri 7/31/15	210SS													
215	Toilet Accessories	15 days	Mon 7/13/15	Fri 7/31/15	210SS													
216	Window Blinds	15 days	Mon 7/13/15	Fri 7/31/15	210SS													
217	Final Clean	1 day	Mon 8/10/15	Mon 8/10/15	208,212,213,2													
218	Punch List	5 days	Tue 8/11/15	Mon 8/17/15	188,189,190,2													
219																		
220	1707 N. Indiana Ave. - Building Type B	110 days	Wed 3/25/15	Thu 8/27/15														
221	Sitework	83 days	Wed 3/25/15	Tue 7/21/15														
222	Earthwork & Site Prep	10 days	Wed 3/25/15	Tue 4/7/15	179													
223	Sanitary Sewer	7 days	Tue 6/16/15	Wed 6/24/15	222,244													
224	Site Water	7 days	Tue 6/16/15	Wed 6/24/15	222,244													
225	Site gas Lines	7 days	Tue 6/16/15	Wed 6/24/15	222,244													
226	Site Electric	7 days	Tue 6/16/15	Wed 6/24/15	222,244													
227	Concrete Curbs & Gutter	7 days	Thu 6/25/15	Mon 7/6/15	226													
228	Install Rock Base	1 day	Tue 7/7/15	Tue 7/7/15	223,224,225,2													
229	Paving	3 days	Wed 7/8/15	Fri 7/10/15	228,239FS+4 c													
230	Concrete Sidewalks	3 days	Wed 7/8/15	Fri 7/10/15	228													
231	Asphalt Striping	1 day	Mon 7/13/15	Mon 7/13/15	229													
232	Final Grade	2 days	Mon 7/13/15	Tue 7/14/15	230													
233	Planting beds & Landscaping	7 days	Mon 7/13/15	Tue 7/21/15	230													
234																		
235	Building Construction	97 days	Mon 4/13/15	Thu 8/27/15														
236	Foundations	10 days	Mon 4/13/15	Fri 4/24/15	222,193													
237	Underslab Rough In	5 days	Mon 4/27/15	Fri 5/1/15	236													
238	Underslab Insulation & Vapor Retarder	1 day	Mon 5/4/15	Mon 5/4/15	237													
239	SOG	6 days	Tue 5/5/15	Tue 5/12/15	238													
240	Wood Framing & Blocking	10 days	Wed 5/13/15	Wed 5/27/15	239													
241	Trusses & Sheathing	3 days	Thu 5/28/15	Mon 6/1/15	240													
242	Shingle Roofing	3 days	Tue 6/2/15	Thu 6/4/15	241													
243	Windows & Exterior Doors	3 days	Thu 5/28/15	Mon 6/1/15	240													
244	Masonry	10 days	Tue 6/2/15	Mon 6/15/15	241													
245	Siding & Sheet Metal	5 days	Tue 6/16/15	Mon 6/22/15	242,243,244													

Project: 12012014_Access Peoria Date: Mon 12/1/14	Task Project Summary Split External Tasks Milestone External Milestone Summary Inactive Task	Inactive Milestone Inactive Milestone Inactive Summary Inactive Summary Manual Task Manual Task Duration-only Duration-only	Manual Summary Rollup Manual Summary Rollup Manual Summary Manual Summary Start-only Start-only Finish-only Finish-only	Deadline Deadline Critical Critical Critical Split Critical Split Progress Progress
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Exhibit B

Access Peoria Construction Budget



Owner's Sworn Statement

Access Peoria, LLC

Escrow # TBD
 IHDA Loan # 11074
 IHDA Draw # 1
 Date 12/11/2014

The affiant, Access Peoria, LLC, being duly sworn on oath deposes and says that he is the owner of the scattered site units located in Peoria, Illinois and:

1. That the affiant is thoroughly familiar with all the facts and circumstances concerning this development.
2. That all during the term of the construction period as agreed by IHDA, the only work done or materials furnished in connection with the development are listed below:
3. That the only contracts let for the furnishing of future work or materials relative to the completed struction period as agreed by IHDA, the only work done or materials improvements are listed below and
4. That this statement is a true and complete statement of all such contracts, previous payments and balances due, if any.

	NAME/ADDRESS	Description	ORIGINAL TOTAL	ADJUSTMENTS	ADJ TOTAL	PREV PAID	NET AMT DUE	BAL TO BECOME DUE
1	Access Peoria, LLC	Acquisition	\$ 7,529.00	\$ -	\$ 7,529.00	\$ -	\$ 6,644.00	\$ 885.00
2	Access Peoria, LLC	Holding Costs	\$ 10,000.00	\$ 11,148.08	\$ 21,148.08	\$ -	\$ 2,340.00	\$ 18,808.08
3	Morrissey Construction	Construction	\$ 2,659,571.00	\$ 89,358.45	\$ 2,748,929.45	\$ -	\$ -	\$ 2,748,929.45
4	Access Peoria, LLC	Construction Contingency	\$ 200,000.00	\$ (62,553.53)	\$ 137,446.47	\$ -	\$ -	\$ 137,446.47
5	Worn Jerabek Architects	Design Development	\$ 114,080.00	\$ -	\$ 114,080.00	\$ -	\$ 114,080.00	\$ -
6	Worn Jerabek Architects	Construction Administration	\$ 21,920.00	\$ -	\$ 21,920.00	\$ -	\$ -	\$ 21,920.00
7	Worn Jerabek Architects	Reimbursables	\$ 6,000.00	\$ -	\$ 6,000.00	\$ -	\$ 806.71	\$ 5,193.29
8	Applegate+Thorne-Thomsen	Legal Fees	\$ 35,000.00	\$ 6,229.00	\$ 41,229.00	\$ -	\$ 41,229.00	\$ -
9	Access Peoria, LLC	Survey Fees	\$ 17,250.00	\$ -	\$ 17,250.00	\$ -	\$ 17,250.00	\$ -
10	Chicago Title and Trust	Title and Recording	\$ 15,000.00	\$ -	\$ 15,000.00	\$ -	\$ 8,841.00	\$ 6,159.00
11	Chicago Title and Trust	Construction Escrow Fees	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ 4,000.00	\$ 1,000.00
12	Access Peoria, LLC	IHDA Application Fee	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -
13	Federal Home Loan Bank 200 E Rundolph, Chicago IL	Working Capital Letter of Credit (\$83,000)	\$ 1,596.00	\$ 3,384.00	\$ 4,980.00	\$ -	\$ -	\$ 4,980.00
14	Sundstrom Appraisal	Appraisal	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ 1,200.00	\$ 3,800.00
15	Rmsey Geotechnical Engineering	Soil Tests	\$ 19,758.00	\$ (6,310.00)	\$ 13,448.00	\$ -	\$ 12,250.00	\$ 1,198.00
16	To Be Let	Green Certification Fees	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00
17	To Be Let	Environmental Fees	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00
18	To Be Let	Construction Materials Testing	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00
19	Access Peoria, LLC	City of Peoria re-platting fee	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -
20	PO Box 1414 Minneapolis, MN 55486	Construction Period Insurance	\$ 12,000.00	\$ 12,344.00	\$ 24,344.00	\$ -	\$ 23,581.00	\$ 763.00
21	Access Peoria, LLC	Construction Period RE Tax	\$ 5,400.00	\$ -	\$ 5,400.00	\$ -	\$ -	\$ 5,400.00
22	IHDA	Operating Reserve	\$ 395,138.00	\$ -	\$ 395,138.00	\$ -	\$ 395,138.00	\$ -
23	IHDA	Real Estate Tax Reserve	\$ 3,960.00	\$ -	\$ 3,960.00	\$ -	\$ 3,960.00	\$ -
24	IHDA	Insurance Reserve	\$ 8,400.00	\$ -	\$ 8,400.00	\$ -	\$ 8,400.00	\$ -
25	IHDA	Replacement Reserve	\$ 24,000.00	\$ -	\$ 24,000.00	\$ -	\$ 24,000.00	\$ -
26	Access Peoria, LLC	Other Non Marketing Rent Up Costs	\$ 5,478.00	\$ -	\$ 5,478.00	\$ -	\$ -	\$ 5,478.00
27	City of Peoria	East Bluff TIF RE Tax Reserve	\$ 101,827.00	\$ -	\$ 101,827.00	\$ -	\$ -	\$ 101,827.00
28	Access Peoria, LLC	Developer Fee	\$ 284,058.00	\$ (53,600.00)	\$ 230,458.00	\$ -	\$ 57,614.50	\$ 172,843.50
		Totals this Draw:	\$ 3,986,465.00	\$ -	\$ 3,986,465.00	\$ -	\$ 724,834.21	\$ 3,261,630.79



Owner's Sworn Statement
Access Peoria, LLC

Escrow #
IHDA Loan #
IHDA Draw #
Date

TBD
11074
1
12/11/2014

SIGNED THIS 16 DAY OF Dec, 2014 Sandy Remond VP-PRES
SIGNATURE AND TITLE OF AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 16 DAY OF Dec, 2014

Nomecia Tautkute
NOTARY PUBLIC

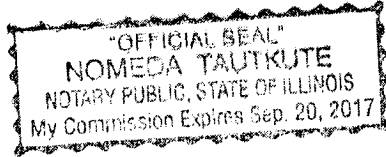


Exhibit C

Access Peoria Total Development Budget



ILLINOIS HOUSING DEVELOPMENT AUTHORITY
APPLICATION FOR PAYMENT AND SWORN STATEMENT
FOR CONTRACTOR AND SUBCONTRACTOR TO OWNER

Development Title	Access Peoria	Date	
Building	Master CSS	Payment Application #	
Owner	Access Peoria, LLC	Period From	
Architect	Worn Jerabek Architects PC	Change Orders #	
Contractor	Morrissey Construction Company	IHDA No.	11074

1	2	3		4	5	6	7
Contractor Work/Material Contracted For	Adjusted Total Contract Including Change Orders	Work Completed & Materials Stored		Total Retained Including This Application	Previously Paid	Net Amount Now Due Col. 3 Minus (Cols. 4 & 5)	Balance To Become Due Col. 2 Minus (Cols. 5 & 6)
		%	Dollar Value				
Soil Treatment TBD	\$2,800.00	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$2,800.00
Earthwork/Site Utilities TBD	\$188,000.00	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$188,000.00
Asphalt Patch/Site Access TBD	\$9,750.00	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$9,750.00
Site Improvements TBD	\$80,276.00	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$80,276.00
Lawns & Plantings TBD	\$40,000.00	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$40,000.00
Site Concrete TBD	\$93,244.00	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$93,244.00
Building Concrete TBD	\$300,086.50	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$300,086.50
Cold Weather Concrete TBD	\$35,758.00	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$35,758.00
Masonry TBD	\$50,100.00	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$50,100.00
Rough Carpentry TBD	\$296,820.00	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$296,820.00
Wood Trusses TBD	\$44,001.00	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$44,001.00
Finish Carpentry TBD	\$23,812.25	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$23,812.25
Insulation TBD	\$29,525.00	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$29,525.00
Asphalt Shingles TBD	\$66,000.00	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$66,000.00
Siding/Soffit/Fascia TBD	\$178,505.00	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$178,505.00
Gutters/Downspouts TBD	\$12,000.00	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$12,000.00
Sealants TBD	\$11,268.16	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$11,268.16
Doors & Hardware TBD	\$58,142.00	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$58,142.00
Access Panels TBD	\$3,200.00	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$3,200.00

Vinyl Windows TBD	\$17,616.00	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$17,616.00
Drywall TBD	\$120,520.00	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$120,520.00
Flooring TBD	\$55,698.00	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$55,698.00
Painting TBD	\$42,100.00	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$42,100.00
Signage TBD	\$1,600.00	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$1,600.00
Mailboxes TBD	\$2,840.00	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$2,840.00
Toilet Accessories TBD	\$24,800.00	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$24,800.00
Wardrobe & Closet TBD	\$4,000.00	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$4,000.00
Appliances TBD	\$76,776.09	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$76,776.09
Kitchen Cabinets TBD	\$47,116.00	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$47,116.00
Window Treatments TBD	\$7,200.00	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$7,200.00
Plumbing TBD	\$170,000.00	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$170,000.00
HVAC TBD	\$172,000.00	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$172,000.00
Electrical TBD	\$111,630.00	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$111,630.00
SUB TOTAL	\$2,377,184.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,377,184.00
change order	\$0.00	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
To Be Let	\$23,154.00	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$23,154.00
General Requirements	\$141,875.00	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$141,875.00
General Overhead	\$47,292.00	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$47,292.00
General Profit	\$117,785.00	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$117,785.00
Bonds & Insurance	\$41,639.00	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$41,639.00
GRAND TOTAL	\$2,748,929.00		\$0.00	\$0.00	\$0.00	\$0.00	\$2,748,929.00

Amount of Original Contract
Extras to Contract
Total Contract & Extras
Credits to Contract
Adjusted Total Contract

\$2,748,929.00	Work Completed (Col. 3)	\$0.00
\$0.00	Total Retained (Col. 4)	\$0.00
\$2,748,929.00	Net Amount Earned (Col. 3. minus Col. 4)	\$0.00
\$0.00	Previously Paid (Col. 5)	\$0.00
\$2,748,929.00	Net Amount Due this Payment (Col. 6.)	\$0.00



ILLINOIS HOUSING DEVELOPMENT AUTHORITY
APPLICATION FOR PAYMENT AND SWORN STATEMENT
FOR CONTRACTOR AND SUBCONTRACTOR TO OWNER

State of Illinois
County of Madison

The undersigned Michael C. Morrissey being first duly sworn, on oath deposes and says, that he/she is the Vice President (title) of Morrissey Construction Company (firm name) Contractor for the General Contracting (type of work) for the following project Access Peoria (development) located at Peoria, IL. (development address).

That, for the purpose of this work the foregoing orders have been place and the foregoing parties subcontracted with and these have furnished materials or have provided labor or both, for said project.

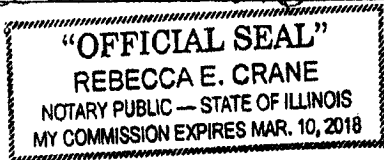
That, for the amount for such order or subcontract is as stated above and that there is due and to become due them respectively, the amounts set opposite their names for materials or labor or both.

That, this statement is made in compliance with the statutes relating to Mechanics Liens and for the purpose of procuring from the Owner FINAL/PARTIAL payment in accordance with the terms of the contract and is a full, true and complete statement, of all parties furnishing labor and/or material, and of amounts paid, due and to become due them.

Signed this 1st day of December, 2014
Morrissey Construction Company
Contractor

Signed

Subscribed and sworn before me this 1st day of December, 2014
Rebecca E. Crane
Notary



CONSTRUCTION ESCROW AGREEMENT

THIS CONSTRUCTION ESCROW AGREEMENT (this "Escrow Agreement") is made and entered into this _____ day of December, 2014 by and among **ACCESS PEORIA, LLC**, an Illinois limited liability company (the "Developer"), **LOCAL INITIATIVES SUPPORT CORPORATION**, a New York not-for-profit corporation ("LISC"), the **CITY OF PEORIA**, an Illinois municipal corporation located in Peoria County, Illinois ("City"), the **ILLINOIS HOUSING DEVELOPMENT AUTHORITY** (the "Authority"; together with LISC and the City, each a "Grantor" and collectively, the Grantors"), a body politic and corporate of the State of Illinois, and **CHICAGO TITLE INSURANCE COMPANY**, a Nebraska corporation (the "Escrow Agent").

RECITALS

A. The Authority has issued its Conditional Commitment Letter, dated October 29, 2014, which the Developer has accepted, pursuant to which the Authority is making to the Developer a grant from the CDBG IKE Program in the amount of Two Million Five Hundred Seventy-Seven Thousand Six Hundred Thirty-Eight and No/100 Dollars (\$2,577,638.00) (the "CDBG Grant"), for the acquisition, rehabilitation, and permanent financing of eight scattered sites located in Peoria, Illinois consisting of a total of Sixteen (16) units and commonly known as Access Peoria (the "Project"), to be located on the Real Estate legally described on **Exhibit A** attached to and made a part of this Escrow Agreement (the "Real Estate"); the Real Estate and the improvements to be rehabilitated on it are referred to in this Escrow Agreement as the "Development". The Grant is secured by a first (1st) lien position mortgage on the Development, of even date herewith, executed by the Developer (the "Mortgage"). The CDBG Grant is evidenced by a Mortgage Note dated December ___, 2014, executed by the Developer in favor of the Authority (the "Authority Note") and secured by a first (1st) lien mortgage position on the Development dated December ____, 2014, executed by the Developer (the "Authority Mortgage"). The Commitment Letter, the Authority Note, the Authority Mortgage and all other loan documents securing the CDBG Grant shall be collectively referred to herein as the "CDBG Grant Documents."

B. LISC is making to the Developer for the Project a grant from the National Foreclosure Settlement Program in the amount of One Million and No/100 Dollars (\$1,000,000.00) (the "LISC Grant") for the acquisition, construction and financing of the Project. The LISC Grant is evidenced by a Grant Agreement, executed by the Developer in favor of LISC (the "LISC Grant Agreement").

C. The City is making a grant under the HOME Program to the Developer in the amount of Four Hundred Eight Thousand Eight Hundred Twenty-Seven and No/100 Dollars (\$408,827.00) (the "City Grant"). The proceeds of the City Grant are to be used only for the construction of the Four (4) units located at 713 E. LaSalle Street and 1707 N. Indiana Ave (collectively the "City Units") as a part of the Development. The City Grant is evidenced by a Subgrantee Agreement dated _____, 2014, executed by the Developer in favor of the City (the "City Subgrantee Agreement") and secured by a second (2nd) lien position Notice of Restriction on Use of Property

and date of such Use Restriction will reflect the completion date of Project (the "City Use Restriction"). The City Subgrantee Agreement, the City Use Restriction and all other loan documents securing the City Grant shall be collectively referred to herein as the "City Grant Documents."

D. The Escrow Agent (also known as the "Title Company") has committed to issue its ALTA Mortgagee's Title Policy No. **5245-1401774** dated _____, 2014, insuring the priority of the CDBG Grant on the Development (the "Authority Title Policy").

E. The Grantors and the Developer desire to use the staff and the expertise of the Escrow Agent to collect, review and approve lien waivers and disburse the proceeds of the Grants, subject to the terms of this Escrow Agreement.

NOW, THEREFORE, in consideration of the Recitals set forth above and the mutual agreements set forth below, the parties hereto agree as follows:

SECTION I: ESCROW ACCOUNT

- 1.** There shall be created with the Escrow Agent an escrow account (the "Escrow Account"), which shall contain a LISC Subaccount, a City Subaccount, an Authority Subaccount and a Developer Subaccount.
- 2.** From time to time, at the request of the Developer, the Grantors will deposit proceeds of their respective Grants with the Escrow Agent; provided, however, in no event shall the proceeds of the CDBG Grant nor the City Grant be used to pay any reserves required by any of the Grantors. Instead, proceeds from the LISC Grant must be used to fund such reserves. Otherwise, subject to terms of CDBG Grant Document, the LISC Grant Agreement and the City Grant Documents, respectively, the proceeds of the CDBG Grant may be disbursed as needed during construction, and when such proceeds have been fully disbursed, then the proceeds of the LISC Grant and City Grant will be disbursed as needed during construction; provided that the proceeds of the City Grant be used only for the construction of the City Units.
- 3.** The proceeds of the CDBG Grant shall be deposited in the Authority Subaccount. The proceeds of the LISC Grant shall be deposited in the LISC Subaccount; and the proceeds of the City Grant shall be deposited in the City Subaccount. The LISC Subaccount, the City Subaccount, the Authority Subaccount, and the Borrower Subaccount are sometimes referred to as the "Subaccounts."

SECTION II: CONSTRUCTION DISBURSEMENTS

1. General Conditions. Payments in connection with the costs of rehabilitating the Development, as approved by the Grantors, shall be made as follows:

- (a) By checks payable to Morrissey Construction Company (the "General Contractor") for general requirements, builder's overhead (and for builder's profit, when applicable), labor and materials furnished directly by the General Contractor for the Project; provided, however, the proceeds of the City Grant cannot be used to pay general requirements or builder's overhead;
- (b) By checks payable to each subcontractor evidencing payment due for labor and materials furnished for the Project; and
- (c) By checks payable to the General Contractor for labor and materials furnished by subcontractors when such items have been paid directly by the General Contractor, and when substantiated by payment affidavits and lien waivers from the subcontractors.

For the purpose of this Escrow Agreement, the term "subcontractor" shall include all contractors, subcontractors, mechanics and materialmen furnishing services, labor, materials and supplies to the Project.

2. Conditions of Disbursement. The terms and conditions under which such disbursements shall be made are as follows:

(a) Once proceeds of the CDBG Grant are sent by the Authority to the Escrow Agent, such funds must be disbursed by the Escrow Agent to the parties listed to receive such funds in the Payout Order (as hereinafter defined) within forty-eight (48) hours of the date such funds are received by the Escrow Agent, or if not paid within the forty-eight (48) hour time frame, such funds shall automatically be returned to the Authority by the Escrow Agent and will no longer be available to the Developer. If the Escrow Agent disburses proceeds from the CDBG Grant after the forty-eight (48) hour period, the Escrow Agent shall be liable to the Authority for such funds and shall reimburse to the Authority such funds disbursed.

The Escrow Agent shall deliver to the Authority a disbursement ledger, within three (3) business days of the disbursement of any proceeds of the CDBG Grant.

(b) Prior to the first disbursement under this Escrow Agreement, the Escrow Agent shall furnish the Authority Title Policy to the Authority showing the Borrower as fee owner of the Development and the Authority as the insured, and insuring the Authority Mortgage's lien as a first (1st) on the Development, and

The first disbursement from the Escrow Account shall not be made until the following requirements have been satisfied:

- (1) The Escrow Agent has received from the Authority written approval of the condition of title shown in the Authority Title Policy.
- (2) The Escrow Agent has received sufficient funds to cover the amount of the

requested disbursement, together with a request signed by the Developer and the Grantors that the disbursement be made.

- (3) The Escrow Agent is in a position to issue an endorsement to the Authority Title Policy in the form attached to this Escrow Agreement as **Exhibit B** and made a part of it. The amount shown in such endorsement shall be the amount of the first disbursement made by the Authority, and its effective date shall be the date that the Authority's funds are disbursed by the Escrow Agent from the Escrow Account.

(c) Prior to each subsequent disbursement under this Escrow Agreement, the following requirements must be satisfied:

- (1) The Escrow Agent has received from the Grantors sufficient funds to cover the amount of the disbursement requested together with a request for disbursement signed by the Developer and approval of such disbursement request signed by the Authority and the other Grantors, as applicable, in writing. Such disbursement amount, disbursement request and approval shall include any extras or change orders not previously covered by waivers or deposited funds.
- (2) The Escrow Agent is in a position to issue an endorsement to the Authority Title Policy in a form acceptable to the Authority, in a form acceptable to the Authority. The amounts shown in such endorsement shall be the amounts of the funds disbursed by the Authority under this Escrow Agreement and its effective date shall be that of the most recent disbursement by the Escrow Agent of funds deposited by the Authority (and/or the other Grantors, as applicable).

(d) Prior to the final disbursement under this Escrow Agreement, the following requirements must be satisfied:

- (1) The Escrow Agent has received from the Developer's consulting architect a written certificate certifying that Project has been completed and all of the materials are in place to the extent shown in any request for payment by the General Contractor.
- (2) The Escrow Agent has received from each of the Grantors written approval of the Developer's and the General Contractor's request for final disbursement.
- (3) The Escrow Agent is in a position to issue a final endorsement to the Authority Title Policy in the amount of the CDBG Grant, and showing title to the Development to be subject only to such exceptions as have been previously approved in writing by the Grantors.

- (4) All required documentation for the final draw request must be submitted to the Escrow Agent prior to any disbursements of the final draw.

In connection with each request for disbursement, provided that (i) the Developer is not in default under any of the CDBG Grant, the LISC Grant or the City Grant; (ii) no event has occurred that would, with the passage of time or the giving of notice or both, would be a default under the CDBG Grant, the LISC Grant or the City Grant; and (iii) upon satisfaction of the conditions set forth in **Paragraphs 2(a), 2(b), 2(c), 2(d) and 2(e)** of this **Section II**, as applicable; each of the Grantors shall make their respective deposits with the Escrow Agent, in immediately available funds, in the amount such Grantor has approved.

(e) It is understood by the parties and by the General Contractor, who has executed this Escrow Agreement to evidence its understanding of the provisions of this **Paragraph 2(e)** and not as a party, that the following will be required by the Escrow Agent in connection with each disbursement in order to enable the Escrow Agent to fulfill its obligations under this Escrow Agreement;

- (1) There shall be deposited with the Escrow Agent a properly executed General Contractor's sworn statement (the "Contractor's Sworn Statement") together with supporting waivers and releases in a form satisfactory to the Escrow Agent. The Contractor's Sworn Statement shall set forth in detail all subcontractors with whom the General Contractor has entered into a contract, together with their addresses, the work and materials to be furnished, the amounts of the contracts, amounts paid to date, and balance owing.
- (2) There shall be deposited with the Escrow Agent a payout order from the General Contractor, which shall be approved by the Developer and each of the Grantors in writing ("Payout Order") and with shall list all of the parties that shall receive proceeds of the Grants at that time. Such order may be embodied in the Contractor's Sworn Statement or may take the form of a separate document.
- (3) There shall be deposited with the Escrow Agent a certification, on which the Escrow Agent is authorized to rely without further inquiry or investigation, that materials are in place and work has been completed on the improvements being constructed which have a value equal to the total of the funds (other than funds disbursed for non-construction items) that have been and are to be disbursed. This certificate is to be addressed to the Escrow Agent and is to be made by the Developer's Architect, Worn Jerabek, whose address is 212 W Superior, Suite 600, Chicago, Illinois 60654.
- (4) There shall be deposited with the Escrow Agent a properly executed Developer's sworn statement (the "Developer's Sworn Statement").
- (5) The Escrow Agent may, at its discretion, take whatever steps the Escrow

Agent may deem necessary to verify the accuracy of the Contractor's Sworn Statement or the Developer's Sworn Statement that may be required under this Escrow Agreement.

- (6) The Escrow Agent shall not accept any blanket lien waivers by the General Contractor as to labor performed materials furnished by others. The Escrow Agent shall not accept any blanket pre-signed waivers by any subcontractors.
- (7) Upon completion of the Project, the Developer shall promptly submit notice of such completion to the Escrow Agent and each of the Grantors and, upon final disbursement of the proceeds of the CDBG Grant, shall cause the Escrow Agent to issue a final endorsement to the Authority Title Policy. After Escrow Agent pays the final disbursement under this Escrow Agreement, any amounts remaining in the Authority Subaccount shall be transferred to the Authority, and any amounts remaining in the LISC Subaccount shall be transferred to LISC.
- (8) If at any time the Escrow Agent discovers a misstatement of a material fact in any request or other notice from the Developer, it shall promptly give notice of such discovery to the Developer and the Authority and the other Grantors, as applicable, and the Escrow Agent shall thereafter not disburse funds from the Escrow Account until such misstatements have been corrected to the satisfaction of the Authority and the other Grantors, as applicable.
- (9) Upon termination of this Escrow Agreement, the Escrow Agent shall disburse any funds then remaining in each Subaccount to the respective depositor.
- (10) The Escrow Agent's charges for services performed and title insurance protection provided under this Escrow Agreement are to be paid from funds deposited in the Escrow Account, and the Escrow Agent reserves the right to suspend further processing under this Escrow Agreement until such funds have been deposited or other arrangements satisfactory to the Escrow Agent have been made.

It is understood by the parties hereto that the requirements listed in this **Paragraph 2(e)** are solely for the Escrow Agent's benefit in assisting the Escrow Agent to fulfill its obligations under this Escrow Agreement.

SECTION III: MISCELLANEOUS

If any of the Grantors, pursuant to any disbursement request, deposits with the Escrow Agent funds in an amount greater than the amount requested pursuant to such disbursement request, the Escrow Agent shall promptly transfer the amount of such excess back to the respective Grantor.

NOTWITHSTANDING ANYTHING IN THIS ESCROW AGREEMENT TO THE

CONTRARY, THE ESCROW AGENT SHALL NOT MAKE ANY DISBURSEMENTS UNDER THIS ESCROW AGREEMENT IF ANY GRANTOR HAS NOTIFIED THE ESCROW AGENT IN WRITING OR BY TELEX, TELECOPY OR TELEGRAM NOT TO DO SO. IF THE ESCROW AGENT HAS RECEIVED SUCH A NOTICE FROM A GRANTOR, THE ESCROW AGENT SHALL NOT MAKE ANY DISBURSEMENTS UNDER THIS ESCROW AGREEMENT (a) EXCEPT AS PROVIDED IN THE IMMEDIATELY SUCCEEDING PARAGRAPH OR (b) UNLESS AND UNTIL SUCH GRANTOR HAS NOTIFIED THE ESCROW AGENT IN WRITING TO DO SO.

Upon notice to the Escrow Agent from a Grantor of the occurrence of an event of default under one of the Grants, the Escrow Agent shall, upon receipt of such written notice, transfer all amounts then remaining in: (i) the Authority Subaccount to the Authority, (ii) the LISC Subaccount to LISC, and (iii) the City Subaccount to the City.

Unless otherwise specified, any notice, demand or request required under this Escrow Agreement shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier, receipt requested; or (c) registered or certified mail, return receipt requested.

IF TO THE DEVELOPER:

Access Peoria, LLC
1 N LaSalle Street, Suite 700
Chicago, Illinois 60602
Attention: Ms. Tara Peele

IF TO THE AUTHORITY:

Illinois Housing Development Authority
401 N. Michigan Ave., Suite 700
Chicago, Illinois 60611
Attention: Finance Department

IF TO THE LISC:

Local Initiatives Support Corporation
501 Seventh Avenue, 7th Floor
New York, New York 10018
Attention: Ms. Celayne G. Hill

IF TO THE CITY:

City of Peoria
City Hall 419 Fulton Street, Suite 300
Peoria, IL 61602
Attention: Mr. Ross Black

IF TO THE ESCROW AGENT:

Chicago Title Insurance Company
416 Main, Suite 811
Peoria, Illinois 61602
Attention: Lindsay Morris

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand or request sent pursuant to clause (a) shall be deemed received upon such personal service. Any notice, demand or request sent pursuant to clause (b) shall be deemed received on the business day immediately following deposit with the overnight courier, and any notice, demand or request sent pursuant to clause (c) shall be deemed received on the third (3rd) business day following deposit in the mail.

Notwithstanding any requirement or undertaking in this Escrow Agreement, the Escrow Agent assumes no obligation for insuring that sufficient funds will be available to pay all costs incurred in completing the Project, or that the Project will be completed. Except with respect to funds for which the Escrow Agent has received investment instructions in writing, the Escrow Agent shall be under no duty to invest or reinvest any cash at any time held by it under this Escrow Agreement. All income, if any, derived from any use that the Escrow Agent may make of any deposits under this Escrow Agreement shall belong to the respective depositors.

While the subcontractors and any suppliers of labor and materials listed on Sworn Statements deposited with the Escrow Agent are not parties to this Escrow Agreement and have no standing to alter its terms, it is understood by the parties hereto that the Escrow Agent is authorized to furnish to such subcontractors and suppliers information that the Escrow Agent may deem appropriate with regard to the times at which disbursements might be made to them, and what conditions remain unsatisfied when the Escrow Agent is not in a position to disburse make disbursements.

No changes, amendments, modifications, cancellations or discharge of this Escrow Agreement, or any part of it, shall be valid unless in writing executed by the parties hereto or their respective successors and assigns. However, the Authority may amend and modify this Escrow Agreement with the consent of the Escrow Agent, but without the written consent of any other party, so long as such amendments or modifications do not adversely affect the rights or obligations of the Developer.

This Escrow Agreement may be executed in several counterparts each of which shall constitute an original and all of which shall constitute one and the same instrument.

This Escrow Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois, exclusive of its conflict of laws provisions.

The Escrow Agent, the Authority, LISC, the City and the Developer agree that this Escrow Agreement is not intended by any of them to give any benefits, rights, privileges, actions or remedies to any person, partnership, firm or corporation, other than the Escrow Agent, the Authority, LISC, the City and the Developer, as a third party beneficiary or otherwise under any theory of law.

The captions used in this Escrow Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or the intent of any provision of this Escrow Agreement.

If any provision of this Escrow Agreement, or any paragraph, sentence, clause, phrase or

word, or the application of them, in any circumstance, is held invalid, the remainder of this Escrow Agreement shall be construed as if such invalid part were never included in it and this Escrow Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

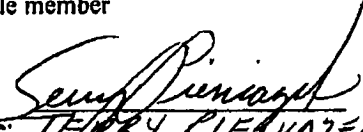
[SIGNATURE PAGE TO FOLLOW]

DEVELOPER:

ACCESS PEORIA, LLC,
an Illinois limited liability company

By: Home First, LLC,
an Illinois limited liability company

By: IFF,
an Illinois not-for-profit corporation,
its sole member

By: 
Name: TERRY PIERDZIALEK
Its: VP-RES

AUTHORITY:

**ILLINOIS HOUSING DEVELOPMENT
AUTHORITY**

By: _____
Its _____

LISC:

**LOCAL INITIATIVES SUPPORT
CORPORATION**

By: _____
Its _____

CITY OF PEORIA

By: _____
City Manager

Approved as to Content:

Corporation Counsel

DEVELOPER:
ACCESS PEORIA, LLC,
an Illinois limited liability company

By: **HOME FIRST, LLC,**
an Illinois limited liability company
its sole member

By: IFF, an Illinois non-profit
corporation, its sole member

By: _____
Printed Name: _____
Its: _____

AUTHORITY:
ILLINOIS HOUSING DEVELOPMENT *AR*
AUTHORITY

By: 
Its _____

LISC:
LOCAL INITIATIVES SUPPORT
CORPORATION

By: _____
Its _____

CITY OF PEORIA

By: _____
City Manager

Approved as to Content:

Corporation Counsel

ESCROW AGENT:
CHICAGO TITLE INSURANCE COMPANY

By: _____
Its _____

ACCEPTED BY GENERAL CONTRACTOR:
MORRISSEY CONSTRUCTION COMPANY

By: _____
Its _____

DEVELOPER:
ACCESS PEORIA, LLC,
an Illinois limited liability company

By: **HOME FIRST, LLC,**
an Illinois limited liability company
its sole member

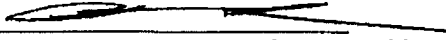
By: IFF, an Illinois non-profit
corporation, its sole member

By: _____
Printed Name: _____
Its: _____

AUTHORITY:
ILLINOIS HOUSING DEVELOPMENT
AUTHORITY

By: _____
Its _____

LISC:
LOCAL INITIATIVES SUPPORT
CORPORATION

By: 
Its Vice President and Controller

CITY OF PEORIA

By: _____
City Manager

Approved as to Content:

Corporation Counsel

ESCROW AGENT:
CHICAGO TITLE INSURANCE COMPANY

By: _____
Its _____

ACCEPTED BY GENERAL CONTRACTOR:
MORRISSEY CONSTRUCTION COMPANY

By: _____
Its _____

DEVELOPER:
ACCESS PEORIA, LLC,
an Illinois limited liability company

By: **HOME FIRST, LLC,**
an Illinois limited liability company
its sole member

By: IFF, an Illinois non-profit
corporation, its sole member

By: _____
Printed Name: _____
Its: _____

AUTHORITY:
**ILLINOIS HOUSING DEVELOPMENT
AUTHORITY**

By: _____
Its _____

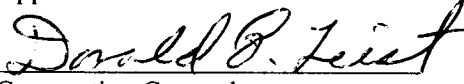
LISC:
**LOCAL INITIATIVES SUPPORT
CORPORATION**

By: _____
Its _____

CITY OF PEORIA

By:  _____
City Manager

Approved as to Content:


Corporation Counsel

ESCROW AGENT:
CHICAGO TITLE INSURANCE COMPANY

By: _____
Its _____

ACCEPTED BY GENERAL CONTRACTOR:
MORRISSEY CONSTRUCTION COMPANY

By: _____
Its _____

DEVELOPER:
ACCESS PEORIA, LLC,
an Illinois limited liability company

By: **HOME FIRST, LLC,**
an Illinois limited liability company
its sole member

By: IFF, an Illinois non-profit
corporation, its sole member

By: _____
Printed Name: _____
Its: _____

AUTHORITY:
ILLINOIS HOUSING DEVELOPMENT
AUTHORITY

By: _____
Its _____

LISC:
LOCAL INITIATIVES SUPPORT
CORPORATION

By: _____
Its _____

CITY OF PEORIA

By: _____
City Manager

Approved as to Content:

Corporation Counsel

ESCROW AGENT:
CHICAGO TITLE INSURANCE COMPANY

By: *Daisy Byrnes*
Its Escrow Administrator

ACCEPTED BY GENERAL CONTRACTOR:
MORRISSEY CONSTRUCTION COMPANY

By: _____
Its _____

MORRISSEY CONSTRUCTION COMPANY

By: 
Its Vice President

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

PARCEL 1:

LOT 1 OF FINAL PLAT OF ACCESS PEORIA SITE 2, A RESUBDIVISION OF LOT 4 AND THE SOUTHERLY 20 FEET OF LOT 3 IN FLORODORA PLACE, BEING IN THE NORTHEAST QUARTER OF SECTION, TOWNSHIP 8 NORTH, RANGE 8 EAST OF THE FOURTH PRINCIPAL MERIDIAN, AS SHOWN ON PLAT RECORDED DECEMBER 1, 2014 IN PLAT BOOK 13, PAGE 46, AS DOCUMENT NO. 2014025129, SITUATED IN THE COUNTY OF PEORIA AND STATE OF ILLINOIS.

PINS: 18-04-202-020; PARCEL 18-04-202-032 (FOR 2014, 18-04-202-033 FOR 2015)
COMMON ADDRESS: 1831 & 1833 N. PEORIA AVE, PEORIA, IL 61603

PARCEL 2:

LOT 1 OF FINAL PLAT OF ACCESS PEORIA SITE 4, A RESUBDIVISION OF PART OF LOTS 4 AND 5 IN BLOCK 12 OF SMITH FRYE'S ADDITION, BEING IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 8 NORTH, RANGE 8 EAST OF THE FOURTH PRINCIPAL MERIDIAN, AS SHOWN ON PLAT RECORDED DECEMBER 1, 2014 IN PLAT BOOK 13, PAGE 48, AS DOCUMENT NO. 2014025131, SITUATED IN THE COUNTY OF PEORIA AND STATE OF ILLINOIS.

PIN: 18-04-277-004; PARCEL 18-04-277-003 (FOR 2014, 18-04-277-021 FOR 2015)
COMMON ADDRESS: 1512 & 1514 N. NEW YORK AVE, PEORIA, IL 61603

PARCEL 3:

LOT 1 OF FINAL PLAT OF ACCESS PEORIA SITE 5, A RESUBDIVISION OF THE NORTH 32 FEET OF LOT 14 AND ALL OF LOT 15 IN THEILIG PLACE, BEING A PART OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 8 NORTH, RANGE 8 EAST OF THE FOURTH PRINCIPAL MERIDIAN, CITY OF PEORIA, PEORIA COUNTY, ILLINOIS, AS SHOWN ON PLAT RECORDED DECEMBER 1, 2014 IN PLAT BOOK 13, PAGE 47, AS DOCUMENT NO. 2014025130, SITUATED IN THE COUNTY OF PEORIA AND STATE OF ILLINOIS.

PIN: 18-04-227-022; PARCEL 18-04-227-021 (FOR 2014, 18-04-227-033 FOR 2015)
COMMON ADDRESS: 1817 & 1819 N. INDIANA AVE, PEORIA, IL 61603

PARCEL 4:

LOT 1 OF FINAL PLAT OF ACCESS PEORIA SITE 3, A RE-SUBDIVISION OF LOT 6 AND THE SOUTH 20 FEET OF LOT 7 IN BLOCK 2 OF J.J. GREENE SUBDIVISION OF LOT 5 IN COMMISSIONER'S SUBDIVISION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 9 NORTH, RANGE 8 EAST OF THE FOURTH PRINCIPAL MERIDIAN, CITY OF PEORIA, PEORIA COUNTY, ILLINOIS, AS SHOWN ON PLAT RECORDED DECEMBER 1, 2014 IN PLAT BOOK 13, PAGE 50, AS DOCUMENT NO. 2014025133, SITUATED IN THE COUNTY OF PEORIA AND STATE OF ILLINOIS.

PIN: 14-33-453-032

COMMON ADDRESS: 1915 N. PEORIA AVE, PEORIA, IL 61603

PARCEL 5:

LOT 1 OF FINAL PLAT OF ACCESS PEORIA SITE 7, A RE-SUBDIVISION OF LOT 20 IN BLOCK 3 OF BUCKNER'S ADDITION TO THE CITY OF PEORIA, BEING A PART OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 8 NORTH, RANGE 8 EAST OF THE FOURTH PRINCIPAL MERIDIAN, PEORIA COUNTY, ILLINOIS, AS SHOWN ON PLAT RECORDED DECEMBER 1, 2014 IN PLAT BOOK 13, PAGE 45, AS DOCUMENT NO. 2014025128, SITUATED IN THE COUNTY OF PEORIA AND STATE OF ILLINOIS.

PIN: 18-04-227-031

COMMON ADDRESS: 603 E. RAVINE AVE, PEORIA, IL 61603

PARCEL 6:

LOT 1 OF FINAL PLAT OF ACCESS PEORIA SITE 8, A RE-SUBDIVISION OF LOT 20 AND THE WEST HALF OF LOT 21 IN LASALLE PLACE IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 8 NORTH, RANGE 8 EAST OF THE FOURTH PRINCIPAL MERIDIAN, AS SHOWN ON PLAT RECORDED DECEMBER 1, 2014 IN PLAT BOOK 13, PAGE 52, AS DOCUMENT NO. 2014025135, SITUATED IN THE COUNTY OF PEORIA AND STATE OF ILLINOIS.

PIN: 18-04-232-016

COMMON ADDRESS: 713 E. LASALLE ST, PEORIA, IL 61603

PARCEL 7:

LOT 1 OF FINAL PLAT OF ACCESS PEORIA SITE 6, A RE-SUBDIVISION OF LOT 4 IN BLOCK B OF MCCLURE ADDITION IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 8 NORTH, RANGE 8 EAST OF THE FOURTH PRINCIPAL MERIDIAN, AS SHOWN ON PLAT RECORDED DECEMBER 1, 2014 IN PLAT BOOK 13, PAGE 49, AS DOCUMENT NO. 2014025132, SITUATED IN THE COUNTY OF PEORIA AND STATE OF ILLINOIS.

PIN: 18-04-231-025

COMMON ADDRESS: 1707 N. INDIANA AVE, PEORIA, IL 61603

PARCEL 8:

LOT 1 OF FINAL PLAT OF ACCESS PEORIA SITE 1, A RE-SUBDIVISION OF LOTS 16 AND 17 IN MAPLE RIDGE ADDITION IN PART OF THE SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 8 NORTH, RANGE 8 EAST OF THE FOURTH PRINCIPAL MERIDIAN, AS SHOWN ON PLAT RECORDED DECEMBER 1, 2014 IN PLAT BOOK 13, PAGE 51, AS DOCUMENT NO. 2014025134, SITUATED IN THE COUNTY OF PEORIA AND STATE OF ILLINOIS.

PIN: 18-04-210-032

COMMON ADDRESS: 1634 N. MISSOURI AVE, PEORIA, IL 61603