

## CONTRACT FOR PROFESSIONAL SERVICES

### Agreement for the Management of the Revolving Loan Fund for Public and Nonprofit Energy Efficiency Improvement Projects

This agreement (the or this "Agreement") is being entered into and made effective as of June 24, 2010 (the "Effective Date"), by and between THE COUNTY OF KANE, ILLINOIS (the "County"), a body politic and corporate existing under the laws of the State of Illinois and a unit of local government under §1 of Article VII of the Illinois Constitution (Ill. Const., Art. VII, §1), and THE CHICAGO COMMUNITY LOAN FUND (the "Vendor"). For and in consideration of the mutual promises set forth herein, the parties agree as follows:

#### § 1. PURPOSE OF AGREEMENT

The County is a recipient of a grant (the "Grant") through the Energy Efficiency and Conservation Block Grant ("EECBG") program of the United States Department of Energy ("DOE") pursuant to the Award Agreement (as hereinafter defined) and wishes to use a portion of the proceeds of the Grant to establish and manage a Revolving Loan Fund Program (the "Program") to encourage public and nonprofit energy efficiency improvements.

The County hereby retains the Vendor to assist the County in the management of the Program by providing the Services (as hereinafter defined).

#### § 2. DEFINITIONS

In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used in this Agreement shall have the following meanings unless the context or use indicates another or different meaning or intent:

*"Applicable Regulations"* means all federal laws, requirements, regulations and guidelines currently or in the future applicable to the Program and the Grant, including, but not limited to, ARRA, NEPA, NHPA, EISA, the Davis-Bacon Act, the Award Agreement and regulations set forth by the DOE for EECBG funding.

*"ARRA"* means the American Recovery and Reinvestment Act of 2009, as may be amended from time to time.

*"Award Agreement"* means the Assistance Agreement award number DE-EE0000818, dated August 24, 2009, between the County and the DOE, containing the terms and conditions of the Grant.

*"Borrower"* means a recipient of a Loan.

*"Davis-Bacon Act"* means the Davis-Bacon Act of 1931, as may be amended from time to time.

“*EISA*” means the Energy Independence and Security Act of 2007, as may be amended from time to time.

“*Initial Deposit*” means the \$340,000 remitted by the County to the Vendor for deposit into the Loan Fund.

“*Loan*” means a loan from the County to a Borrower of a portion of the Grant proceeds.

“*Loan Fund*” means a segregated account established by the County with the Vendor for purposes of funding and servicing the Loans.

“*Loan Payment*” means any prepayment or regularly scheduled payment of principal and interest on a Loan.

“*NEPA*” means the National Environmental Policy Act of 1969, as may be amended from time to time.

“*NHPA*” means the National Historic Preservation Act of 1966, as may be amended from time to time.

“*Services*” means the services to be provided to the Vendor pursuant to this Agreement.

### § 3. VENDOR’S SERVICES AND RESPONSIBILITIES

(a) The Services to be provided by the Vendor are set forth in *Exhibit A* hereto. Such Services are limited to those expressly contained in *Exhibit A* hereto and no other Services shall be implied. The Services do not encompass any other matter not expressly included in *Exhibit A*, including, without limitation, the following: (i) marketing of the Program, (ii) origination of Loans, (iii) handling of inquiries from potential Borrowers, (iv) site and project inspections, (v) Program eligibility, energy audit and project eligibility, (vi) final approval of Borrowers’ applications, (vii) project and energy monitoring and (viii) compliance with Applicable Regulations, including reporting to any state or federal governmental or regulatory entities.

(b) The Vendor shall neither be responsible for, nor chargeable with, knowledge of, nor have any requirement to comply with, the terms and conditions of any agreement, instrument or document between the County and any entity of the federal government in connection with the Program, nor shall the Vendor be required to determine if any person or entity has complied with any such agreement, instrument or document, nor shall any additional obligations of the Vendor be inferred from the terms of such agreement, instrument or document.

(c) The Vendor shall perform the Services in accordance with generally accepted and currently recognized practices and principles applicable to the performance thereof and in a manner consistent with that level of care and skill ordinarily exercised by professionals currently performing such work in the same locality under similar conditions. The Vendor shall not be liable for the default of a Borrower under any Loan Agreement (as described in *Exhibit A*) or other documentation or any losses sustained with respect to a Loan.

(d) The Vendor shall keep accurate books and records pertaining to each Loan, including disbursements made and payments received. Such records shall be available for inspection by the County upon reasonable notice to the Vendor.

(e) The Vendor shall preserve the confidentiality of any and all non-public information obtained by it in connection with its performance of its responsibilities under this Agreement (the "Confidential Information"); *provided, however*, that nothing herein shall prevent the Vendor from disclosing such information to: (i) those of its employees who have a need to know such information to perform the obligations of the Vendor under this Agreement; (ii) any regulatory agency having jurisdiction over the Vendor or the County; and (iii) but only after prior written consent of the County, any other individual or entity to which such disclosure may be necessary or appropriate; *provided, however*, that Vendor covenants to exercise reasonable efforts to keep such information as confidential as the circumstances permit. The Vendor shall use the Confidential Information only for the performance of its duties hereunder and for no other purpose unless otherwise agreed to by the County.

(f) The Vendor shall not amend, alter, change or waive any material term of any Loan without prior written consent of the County.

(g) The County hereby authorizes and empowers the Vendor to execute and deliver any and all documents or instruments on behalf of the County and in the name of the County (including the endorsement of checks) which the Vendor in its sole discretion shall reasonably determine are necessary to effect collection of payments due on the Loans and to otherwise perform servicing obligations.

(h) As determined by the County and requisite legal counsel, the Vendor shall file any documents necessary to secure the repayment of any Loan, including and any and all termination statements, instruments of discharge, satisfaction or cancellation thereof.

(i) The County and the Vendor hereby agree that the Vendor does not guarantee the collectability of any Loans but will exercise reasonable diligence in the collections of any delinquent Loans.

#### § 4. RELATIONSHIP OF PARTIES

The County hereby agrees that for purposes of the Applicable Regulations, the Vendor shall be deemed to be the County's vendor (as defined in the Applicable Regulations) in the performance of the Services and not a sub-recipient (as defined in the Applicable Regulations) of the Grant or any portion thereof. The relationship between the parties hereto is that of a buyer and seller of professional services and as such the Vendor is an independent contractor, and not as agent, of the County in the performance of the Services and it is understood that the parties have not entered into any joint venture or partnership. The Vendor is not an employee or the agent of the County for any purpose.

§ 5. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE VENDOR

The Vendor represents, warrants and covenants as follows:

(a) The Vendor is a duly organized and validly existing corporation in good standing under the laws of Illinois and has all requisite power and authority to enter into this Agreement and the individual executing this Agreement on behalf of the Vendor is duly authorized to do so.

(b) This Agreement has been duly authorized, executed and delivered by the Vendor and constitutes the legal, valid and binding obligation of the Vendor enforceable against the Vendor in accordance with its terms, except to the extent that the enforcement thereof may be limited by laws relating to bankruptcy, insolvency, reorganization, moratorium or other similar laws and equitable principles of general application affecting the rights and remedies of creditors and secured parties.

(c) The execution, delivery and performance of this Agreement will not result in the breach of any term or provision of the articles of incorporation or by-laws of it or result in the breach of any term or provision of, or conflict with or constitute a default under, any material agreement, indenture or loan or credit agreement or other material instrument to which it or its property is subject, or result in the violation of any law, rule, regulation, order, judgment or decree to which it or its property is subject.

(d) The Vendor has reviewed the scope of the Services, is familiar with the field of knowledge bearing upon the performance of the Services and has any licenses, permits or approvals necessary or appropriate to perform the Services.

(e) If appropriate, the Vendor will immediately notify the County of any failure or known anticipated failure on its part to observe and perform any warranty, representation, covenant or agreement required to be observed and performed by it under this Agreement.

(f) The Vendor will cooperate with and assist the County as reasonably requested by the County, in carrying out County's covenants, agreements, duties and responsibilities under this agreement, *provided, however*, that Vendor shall not be liable for any failure of the County to perform said covenants, agreements, duties and responsibilities.

§ 6. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE COUNTY

The County represents, warrants and covenants as follows:

(a) The County is a body corporate and politic and a unit of local government duly organized and existing under the laws of the State of Illinois. The County has full power and authority to enter into the transactions contemplated in this Agreement and to carry out all of its obligations therein. The individual executing this Agreement on behalf of the County is duly authorized to do so.

(b) This Agreement has been duly authorized, executed and delivered by the County and constitutes the legal, valid and binding obligation of the County enforceable against the County in accordance with its terms, except to the extent that the enforcement thereof may be limited by laws relating to bankruptcy, insolvency, reorganization, moratorium or other similar laws and equitable principles of general application affecting the rights and remedies of creditors and secured parties.

(c) The execution, delivery and performance of this Agreement will not violate any ordinance or other proceedings of the County, or any judgment, order, rule or regulation of any court or of any public or governmental agency or authority applicable to the County, and will not conflict with, violate or result in a material breach of any of the provisions of, or constitute a default under, any indenture, mortgage, deed of trust or other agreement or instrument to which the County is a party or by which it or its properties are bound.

(d) None of the services to be provided by the Vendor under this Agreement, or the Agreement itself, are subject to any of the County's procurement or public bidding laws, rules and regulations.

(e) The County has complied and will continue to comply with any and all Applicable Regulations, including, but not limited to, the following:

(i) The County's administrative expenses in connection with the Grant will not exceed the greater of \$75,000 or 10 percent of the total amount of the Grant, excluding costs incurred in meeting the reporting requirements discussed below.

(ii) The County will use its best efforts to comply with any and all requests made by the DOE in connection with DOE's exercise of normal Federal stewardship during the course of this Agreement. This includes producing any requested documentation, providing reasonable access to facilities for site visits where applicable, making any adjustments to projects requested by the DOE, and complying with any other requests or orders of the DOE.

(iii) The County has reviewed and will comply with the reporting requirements identified on the Federal Assistance Reporting Checklist, Department of Energy Form 4600.2.

(iv) All materials published by the County based on or developed under any projects connected with the Grant will contain the required acknowledgment of DOE's support and disclaimer as specified in the Award Agreement.

(v) The County will observe any and all conditions, limitations, or restrictions on proposed activities to be conducted using Grant proceeds imposed by the DOE. The County will not otherwise use any Grant proceeds in any manner that violates NEPA requirements.

(vi) Where necessary, the County has developed waste management plans to the satisfaction of the DOE and will continue to develop such plans as needed.

(vii) The County will use its best efforts to ensure that all activities conducted by the County, any sub-grantee, or any recipient of any Grant proceeds are eligible activities under 42 U.S.C. 17154(1)-(13) as amended.

(viii) The Grant will not be used to finance, directly or indirectly, projects for gambling establishments, aquariums, zoos, golf courses or swimming pools.

(ix) The County will ensure that all permits for projects to be financed by the Grant are obtained and all federal, state and municipal laws applicable to such projects are complied with.

(x) The County will ensure that any obligations and expenditures related to Grant proceeds are segregated, tracked and maintained apart and separate from all other revenue streams. The County will revise its financial and accounting systems as necessary to ensure that Grant proceeds are not commingled with any other funds or used for any ineligible activity. If requested, the County will provide access to its financial records in connection with the Grant to the appropriate government agency.

(xi) The County has reviewed and will comply with all of the reporting and registration requirements specified in Section 1512 of ARRA including but not limited to filing quarterly reports specifying the use of Grant proceeds and maintaining current and complete registration in the Central Contractor Registration.

(xii) The County has reviewed and will comply with the "Buy American" provisions of ARRA. All purchases of steel, iron, manufactured goods, or any other item or material covered by Section 1605 will comply with the provisions of that Section.

(xiii) The County has reviewed and will comply with all provisions of ARRA and the Davis-Bacon Act concerning contracts for labor connected with the use of Grant proceeds.

(xiv) The amount of the Grant proceeds to be used in establishing the Program does not exceed the greater of \$250,000 or 20 percent of the total amount received by the County from the Grant.

(f) The County has not taken and will not take any action that would violate any Applicable Regulation or could have a materially adverse effect on the Grant or the Program.

(g) If appropriate, the County will immediately notify the Vendor of any failure or known anticipated failure on its part to observe and perform any warranty, representation, covenant or agreement required to be observed and performed by it under this agreement.

(h) The County will inform and instruct Borrowers and any other sub-recipients (as defined in the Applicable Regulations) of the Grant regarding any reporting requirements under the Applicable Regulations that may be applicable to such parties.

(i) The County will cooperate with and assist the Vendor as reasonably requested by the Vendor, in carrying out the Vendor's covenants, agreements, duties and responsibilities under this Agreement and in connection therewith will execute and deliver all such papers, documents and instruments as may be necessary and appropriate in furtherance thereof.

#### § 7. COMPENSATION

(a) In consideration for the performance of the Services by the Vendor, the County shall pay the Vendor the following fees:

(i) An initial fee in the amount of \$17,000, to be payable immediately upon the transfer of the Initial Deposit by the County to the Vendor.

(ii) A transaction fee for each Loan in the amount of 3% of the principal amount of each such Loan, to be payable at closing of each such Loan.

(b) The County shall reimburse the Vendor for any out-of-pocket expenses incurred by the Vendor for which the Vendor has obtained the County's consent prior to any such expense being incurred by the Vendor.

#### § 8. LOAN FUND

(a) The Vendor shall establish a segregated fund to be known as the "Loan Fund." It is the intent of the parties hereto that all moneys held in the Loan Fund shall not be subject to lien or attachment of any creditor of the Vendor.

(b) Simultaneously with the execution of this Agreement, the County shall remit to the Vendor the Initial Deposit, which the Vendor shall deposit into the Loan Fund.

(c) Moneys in the Loan Fund may be invested only upon the written direction of the County. Any such direction shall include a statement confirming that the County has determined that any such investment does not violate the Applicable Regulations. The Vendor shall not have any liability for any loss sustained as a result of any investment of moneys in the Loan Fund.

(d) Moneys in the Loan Fund, including any Loan Payments received by the Vendor, shall be disbursed from time to time to fund Loans approved by the County.

(e) All Loan Payments, as and when received by the Vendor, shall be deposited in the Loan Fund.

(f) The Vendor may, in its discretion, establish additional accounts within the Loan Fund, and subaccounts within any of such accounts, as the Vendor may deem necessary or useful to perform its duties hereunder.

§ 9. TERM; TERMINATION

(a) The term of this Agreement shall commence on the Effective Date and unless earlier terminated in accordance herewith, shall expire 60 days after the first date on which the aggregate amount of Loans disbursed by the Vendor equals the Initial Deposit (the “Final Disbursement Date”). Thereafter, this Agreement may be reinstated for a new term and/or renegotiated, all as mutually agreed to by the parties hereto.

(b) The Vendor shall give immediate written notice to the County of the occurrence of the Final Disbursement Date. Failure to give such notice, however, shall not constitute a default under this Agreement nor in any way affect the termination of this Agreement upon the 60th day following the Final Disbursement Date.

(c) Notwithstanding the foregoing, the County or the Vendor may, at any time and without cause, upon 90 days’ written notice to the other party, terminate this Agreement prior to the expiration of the term hereof. In addition, if any party defaults in the performance of its obligations under this Agreement, and such default is not cured within 30 days of receipt of written notice thereof from the other party, or any representation or warranty is determined to be untrue in any material respect, the other party may terminate this Agreement upon 15 days’ written notice to the other party.

§ 10. ACTIONS UPON TERMINATION OF THIS AGREEMENT

(a) Upon termination of this Agreement, the Vendor shall cease performing all Services under this Agreement and shall promptly (i) account for and transfer to the County all funds held by it relating to the Program, (ii) deliver to the County all records and documents relating to each Loan; and (iii) send notice, in the form of *Exhibit B* hereto, to each Borrower to the effect that the County shall henceforth be responsible for the servicing of such Borrower’s Loan.

(b) Upon termination of this Agreement, the Vendor agrees to cooperate with the County in winding up the Vendor’s rights and responsibilities with respect to such each Loan, and to execute such documents and perform such other matters as are commercially reasonable and necessary for the transfer of its servicing duties to the County.

§ 11. LIMITED LIABILITY OF VENDOR

Neither the Vendor nor any of its officers, directors, employees, agents or subcontractors shall be under any liability to the County for any action taken, or for refraining from taking any action in good faith pursuant to this Agreement, or for any errors in judgment, except for actions or inactions constituting gross negligence or intentional misconduct. Any liability of the Vendor under this Agreement shall be limited to the amount of fees paid to the Vendor by the County.



§ 12. INSURANCE

The Vendor shall obtain prior to the commencement of the Services and shall maintain until the completion of the Services the following insurance coverage:

- (a) Workers Compensation      Shall be in accordance with the provisions of the laws of the State of Illinois;
- (b) General Liability            \$2,000,000 combined single limit (or equivalent);
- (c) Excess Liability             \$2,000,000 each occurrence; and
- (d) Professional Liability      \$2,000,000 per claim.

Prior to commencement of the Services, the Vendor shall furnish the County with a certificate of insurance evidencing the coverage listed above which names the County as an additional insured and provides that the County shall receive not less than 30 days' prior written notice of any cancellation of or material change in the policy.

§ 13. EQUAL EMPLOYMENT OPPORTUNITY

The Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), is hereby incorporated herein as though fully set forth herein.

§ 14. SUBCONTRACTORS

The Vendor may use a subcontractor to perform any of the Services, with prior approval by the County, which approval shall not be unreasonably withheld or denied, and any such subcontractor shall be bound by the conditions of this Agreement between the County and Vendor. All subcontractors shall perform their work in accordance with all terms of the agreement and specifications. Lien waivers for any subcontractor shall be submitted to the County through the Vendor from such subcontractor upon completion of the individual work.

§ 15. NOTICES

Any notice, invoice, certification or communication required or permitted hereunder shall be sufficiently given if served personally, sent via fax, or sent by first class mail, postage prepaid to:

County:                            Kane County Department of Environmental Management  
   Attention: Tim Harbaugh, Director  
   Kane County Government Center  
   719 S. Batavia Ave.  
   Geneva, IL 60134  
   (Fax No.: 630-208-5137)

Vendor: Chicago Community Loan Fund  
Attention: Mark Fick  
29 East Madison Street, Suite 1700  
Chicago, IL 60602  
(Fax No.: 312-252-0419)

Notice via fax shall be effective as of the date and time set forth on the fax transmittal sheet produced by the sending fax machine. Notice by first class mail shall be effective four days after mailing.

§ 16. MISCELLANEOUS

(a) This agreement constitutes the entire agreement between the parties and supersedes any prior agreement relating to the subject matter hereof.

(b) This agreement, including any exhibits hereto, may be modified or amended at any time but only by a duly authorized written instrument executed by the parties hereto.

(c) The Director of the Kane County Department of Environmental Management, or his written designee, shall act as the County's representative with respect to the Services and shall transmit to and receive from the Vendor information with respect to the Services.

(d) The agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any action brought under or which relates to this Agreement shall be brought in Kane County, Illinois.

(e) This agreement shall be binding upon and shall inure to the benefit of the parties and their successors and assigns, provided, however, that neither party may assign this Agreement without the prior written consent of the other.

(f) The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance and shall not be deemed to be a waiver of any future breach or a waiver of any provision of this Agreement.

(g) Nothing in this Agreement shall be construed as creating any personal liability on the part of any officer, employee or agent of any public body that may be a party to this Agreement, nor shall it be construed as giving any rights or benefits under this Agreement to anyone other than the parties hereto.

(h) All exhibits referred to in this Agreement are attached and by this reference incorporated herein as though fully set forth.

(i) This agreement may be executed in any number of counterparts, all such counterparts taken together constituting but one and the same agreement.

(j) If any action is filed under or relating to this Agreement, the non-prevailing party (as determined by the court) shall pay, in addition to all other amounts which the non-prevailing party may be ordered to pay, the prevailing party's costs, expenses and reasonable attorney's fees.

(k) In case any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby.

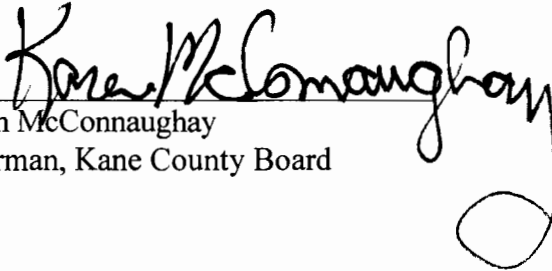
§ 17. ARRA AND EECBG REQUIREMENTS ACKNOWLEDGEMENT

The Vendor hereby acknowledges that the Program is funded in part, or in whole, by an EECBG from the DOE through the ARRA. As such, the Vendor shall abide by all regulations set forth by the DOE for EECBG funding and the United States Government for ARRA funds which may be applicable to the Vendor in its capacity as vendor (as defined in the Applicable Regulations). The Vendor hereby acknowledges that it has received and reviewed a copy of the Award Agreement, and will comply with all requirements and regulations set forth therein which may be applicable to the Vendor in its capacity as vendor (as defined in the Applicable Regulations). Furthermore, the Vendor shall (if not already) obtain a DUNS number and register with the U.S. Central Contractor Registration ("CCR") and provide DUNS number and CCR verification to the County upon receipt thereof.


Vendor DUNS #: (to be filled out by the Vendor) 176774149

IN WITNESS WHEREOF, each party has caused this Agreement to be signed in its corporate name by its proper officer duly authorized, as of the day, month and year first listed above.

THE COUNTY OF KANE, ILLINOIS

  
\_\_\_\_\_  
Karen McConaughay  
Chairman, Kane County Board

THE CHICAGO COMMUNITY LOAN FUND

  
\_\_\_\_\_  
Calvin L. Holmes  
Executive Director

## EXHIBIT A

### SCOPE OF SERVICES

#### TASK 1: CREATION OF APPLICATION FORMS; INITIAL REVIEW OF APPLICATIONS

(a) The Vendor shall create application documents (each, an "Application") for potential Borrowers; the forms thereof to be approved by the County.

(b) Upon receipt of each Application from the County or a potential Borrower, the Vendor shall review it for (i) completeness, (ii) sufficiency of funds in the Loan Fund to make the requested Loan and (iii) satisfaction of certain initial guidelines to be provided by the County (collectively, the "Initial Review Factors"). Such guidelines, once provided by the County, shall be attached to this Agreement as *Exhibit C* and shall then become a part of this Agreement.

(c) The Vendor shall return to the County any Application which is incomplete or which does not satisfy the Initial Review Factors.

#### TASK 2: UNDERWRITING REVIEW

The Vendor shall review and analyze each Application based on the following criteria:

- (a) Borrower financial strength;
- (b) Project financial strength;
- (c) Borrower capacity; and
- (d) Repayment risk.

#### TASK 3: LOAN RECOMMENDATION

The Vendor shall provide a written recommendation of approval or denial of each Application to the County based upon its underwriting review. The County, however, shall provide a final approval decision on each Application.

#### TASK 4: LOAN DOCUMENTATION

The Vendor shall work with its legal counsel and the County's legal counsel to produce all documents for each Loan approved by the County (each, an "Approved Loan), such documents to be approved by the County's legal counsel and shall include, but not be limited to, some or all of the following:

- (a) Letter of Commitment;

- (b) Loan Agreement;
- (c) Promissory Note;
- (d) Environmental Indemnity, as needed;
- (e) Documentation of Security, as needed; and
- (f) UCC Financing statements, as needed.

#### TASK 5: LOAN CLOSING

The Vendor shall conduct a closing for each Approved Loan pursuant to procedures established by the County and the Vendor. Such procedures, once agreed to by the parties to this Agreement, shall be attached to this Agreement as *Exhibit D* and shall become a part of this Agreement.

#### TASK 6: DISBURSEMENT OF FUNDS

The Vendor shall establish procedures for the disbursement of funds for each Loan approved by the County. Such procedures, once agreed to by the parties to this Agreement, shall be attached to this Agreement as *Exhibit E* and shall become a part of this Agreement. The Vendor shall disburse Loan proceeds at the direction of the County upon completion of the closing process and receipt of all required documentation from the related Borrower and the County as required by the related Loan Agreement. Disbursements may occur on multiple occasions depending upon the nature of the construction work as detailed in the related Loan Agreement.

#### TASK 7: LOAN SERVICING

The Vendor shall conduct all loan servicing according to terms and conditions established in the Loan Agreement for each outstanding Loan. The Vendor shall perform the following tasks as part of its Loan servicing:

- (a) Deliver monthly invoices to each Borrower;
- (b) Receive each Loan Payment when due or soon thereafter;
- (c) Deposit each Loan Payment into the Loan Fund;
- (d) Maintain records of Loan Payments and Loan Fund balances;
- (e) Make reasonable attempts to collect Loan Payments on delinquent loans; and

(f) Provide a summary of loan servicing activities, including loan repayments and delinquencies, to the County on a quarterly basis.

#### TASK 8: LOAN MONITORING

The Vendor shall create a questionnaire relating to the financial status of (i) each Borrower and (ii) the project financed by such Borrower's Loan (the "Semi-Annual Borrower Questionnaire") to be sent to each Borrower semi-annually.\* The form of the Semi-Annual Borrower Questionnaire, once agreed to by the parties to this Agreement, shall be attached to this Agreement as *Exhibit F* and shall become a part of this Agreement. Promptly upon receipt of Semi-Annual Borrower Questionnaires from all Borrowers for a given semi-annual period, the Vendor shall send to the County a loan monitoring report (the "Semi-Annual Loan Report"). The form of the Semi-Annual Loan Report, once agreed to by the parties to this Agreement, shall be attached to this Agreement as *Exhibit G* and shall become a part of this Agreement.

#### TASK 9: FINAL REPAYMENT

The Vendor and the County shall establish procedures for a close out of all Loans (the "Close Out Procedures"). Such Close Out Procedures, once agreed to by the parties to this Agreement, shall be attached to this Agreement as *Exhibit H* and shall become a part of this Agreement. Upon receipt of a final Loan Payment on any Loan, the Vendor shall follow the Close Out Procedures for such Loan.

---

\* Questionnaire to include request for financial statements.

**EXHIBIT B**

**FORM OF NOTIFICATION OF NEW SERVICER**

Date

Name of Borrower

Address of Borrower

Re:                    Loan Account Number: \_\_\_\_\_  
                          The County of Kane, Illinois Energy Efficiency Revolving Loan Fund

We are sending you this notice to inform you that The County of Kane, Illinois (the "New Servicer") will be responsible for the servicing of the loan referred to above (the "Loan") beginning on \_\_\_\_\_, 20\_\_ (the "Transfer Date"). Please note that the transfer of all servicing function and duties to the New Servicer will not affect the substantive terms of the Loan. However, on and after the Transfer Date, unless otherwise directed in writing by the New Servicer, all payments coming due on the Loan and any other amounts relating thereto should be remitted to:

[Wiring Instructions]  
                          [Bank]  
                          ABA # \_\_\_\_\_  
A/C Number: \_\_\_\_\_  
                          A/C: \_\_\_\_\_  
                          Ref: \_\_\_\_\_

Any inquiries, notices and correspondence relating to the Loan should be directed to the New Servicer at the following address and phone number:

The County of Kane, Illinois  
719 Batavia Avenue, Building A  
Geneva, IL 60134-3077  
Telephone: \_\_\_\_\_  
Attention: \_\_\_\_\_

**[Please do not send Loan payments to the Chicago Community Loan Fund ("CCLF") after the Transfer Date. Payments received by CCLF may be returned to you and this may result in late charges and your account becoming past due.]**

Thank you for your attention to this matter.

Sincerely,  
Chicago Community Loan Fund



**EXHIBIT C**

**INITIAL REVIEW FACTORS**

[To Be Attached After Execution of the Agreement]

**EXHIBIT D**

**CLOSING PROCEDURES**

[To Be Attached After Execution of the Agreement]

**EXHIBIT E**

**DISBURSEMENT PROCEDURES**

[To Be Attached After Execution of the Agreement]

**EXHIBIT F**

**SEMI-ANNUAL BORROWER QUESTIONNAIRE**

[To Be Attached After Execution of the Agreement]

**EXHIBIT G**

**SEMI-ANNUAL LOAN REPORT**

[To Be Attached After Execution of the Agreement]

**EXHIBIT H**

**CLOSE OUT PROCEDURES**

[To Be Attached After Execution of the Agreement]