

EXHIBIT A TO ORDINANCE

PURCHASE, SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS PURCHASE, SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Agreement**”) is made and entered into as of _____, 2025 (the “**Effective Date**”), by and between the **CHICAGO COMMUNITY LAND TRUST**, d/b/a the Chicago Housing Trust, an Illinois not-for-profit corporation (“**Seller**”), and the **CITY OF CHICAGO**, an Illinois municipal corporation (“**Purchaser**”). Seller and Purchaser are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, Seller desires to sell, convey, assign and transfer (“**Transfer**”), and Purchaser desires to purchase and assume, all of Seller's assets, tangible and intangible, and the other Property (as hereafter defined), on the terms set forth in this Agreement; and

WHEREAS, on October 17, 2024, the Board of Directors of the Seller passed a resolution authorizing the Seller's Executive Director and Board President to take any and all action necessary to effectuate the transfer of Seller's assets and liabilities to Purchaser and to wind-up and cease operations of the Seller; and

WHEREAS, the Parties have also agreed to conduct the Transfer through mutual cooperation, which requires the Parties to work together in good faith to fulfill the terms of the Agreement, including sharing information and providing necessary support to each other to effectuate the terms of the Agreement; and

WHEREAS, the Parties shall make best efforts to effectuate the winding-up of the CHT's corporate business and Transfer by December 31, 2025, including without limitation the tasks identified in **Exhibit E** (the “**Winding-up Tasks**”); and

WHEREAS, it is the intent of the Parties to complete as many Winding-up Tasks as practicable prior to the Closing; and

WHEREAS, pursuant to an ordinance adopted by the City Council of the City of Chicago on _____, 2025, the Chief Financial Officer and the Budget Director of the Purchaser are each authorized to execute this Agreement; and

WHEREAS, pursuant to a duly-authorized resolution of the Board of Directors of the Seller passed on June _____, 2025, the Seller's Board President and Secretary are authorized to execute and attest to this Agreement; and

WHEREAS, the City, through the Commissioner of the Department of Housing (“**DOH**”), agrees to create an advisory board, which shall initially include the current members of the CHT board, to advise the Commissioner on matters relating to community land trusts, the shared equity approach to long-term affordability and other CHT programming consistent with the CHT mission.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 INCORPORATION OF RECITALS; DEFINITIONS

1.1 Incorporation of Recitals. The recitals set forth above are, by this reference, fully incorporated into and made a part of this Agreement.

1.2 Defined Terms. For purposes of this Agreement, in addition to the terms defined in the foregoing recitals and elsewhere in this Agreement, the following terms, capitalized as shown, shall have the following meanings:

“Bank Accounts” means (i) that particular checking account at Providence Bank and Trust and held in Seller’s name, and (ii) that particular savings account at Providence Bank and Trust and held in Seller’s name.

“Cash” means all funds remaining in the Bank Accounts as of the Closing Date, reduced to cash, less any amount of funds that the Parties agree to hold back past the Closing Date to pay for final dissolution expenses.

“Closing Date” or “Closing” are defined in Article 8 of this Agreement.

“Contracts” means the contracts listed on Exhibit A attached hereto.

“Restrictive Covenant” means an Affordable Housing Restrictive Covenant and Agreement, Including Resale, Refinancing and Leasing Covenants, Conditions and Restrictions, and Purchase Option Rights between Seller and a buyer of an affordable housing unit created under Section 2-44-085 or Section 2-44-080 of the Municipal Code of Chicago (respectively, the 2021 Affordable Requirements Ordinance and the 2015 Affordable Requirements Ordinance) to preserve the affordability of the affordable unit.

“Intangible and Intellectual Property Rights” means all the Seller’s intellectual property and similar tangible and intangible rights, including but not limited to websites, publications, procurements, copyrights, trademarks and patents.

“Personal Property” means the Seller’s computers, office equipment, other equipment and files, regardless of where stored.

“Real Property” means the real property listed on Exhibit B attached hereto.

“Seller Indemnitees” means (i) current and former employees of the Seller; and (ii) all current and former Board members of the Seller.

ARTICLE 2

PROPERTY

At the Closing, and subject to the terms set forth in this Agreement, Seller shall sell, convey, transfer and assign to Purchaser, and Purchaser shall purchase and assume from Seller, all right, title and interest of Seller in and to the following (collectively, the "Property"):

- (a) the Real Property;
- (b) the Restrictive Covenants identified on Exhibit C attached hereto;
- (c) the Contracts;
- (d) the Personal Property;
- (e) the Intangible and Intellectual Property Rights; and
- (f) the Cash.

ARTICLE 3 PURCHASE PRICE

For tax and audit purposes, the Parties agree that the purchase price for the Property is Zero Dollars (\$00.00).

ARTICLE 4 CONDITION OF THE PROPERTY

4.1 Purchaser acknowledges and agrees that:

(a) the purchase of the Property shall be on an "as is," "where is," "with all faults" basis, subject to wear and tear from the effective date until Closing, and

(b) Seller has no obligation to repair any damage to or defect in the Property.

(c) Upon Closing, Purchaser shall assume the risk that adverse matters may not have been revealed by Purchaser's investigations, and Purchaser, upon Closing, shall be deemed to have waived, relinquished and released Seller and the Seller Indemnitees from and against any and all claims, demands, causes of action (including causes of action in tort), losses, damages, liabilities, costs and expenses (including attorneys' fees and court costs) of any and every kind or character, known or unknown, which Purchaser might have asserted or alleged against Seller and the Seller Indemnitees at any time by reason of or arising out of any defects or physical conditions, violations of any applicable laws (including, without limitation, any environmental laws) and any and all other acts, omissions, events, circumstances or matters regarding the Property.

4.2 Purchaser does hereby forever release and discharge the Seller Indemnitees from any and all liabilities of any and every kind or character, on account of or in any way, directly or indirectly, relating to, concerning, arising out of or founded upon, whether now known or unknown to Purchaser, violations of applicable law including, without limitation, violations of the Americans with Disabilities Act of 1990 and all environmental claims and environmental liabilities.

4.3 This Article 4 shall survive the Closing.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

5.1 Seller's Representations and Warranties. Seller hereby represents and warrants that:

(a) it is duly formed, validly existing, in good standing in the State of Illinois, and has all requisite power and authority to carry on its business as currently being conducted;

(b) the execution, delivery and performance of this Agreement by it and its consummation of the Closing does not conflict with, result in a breach of, or constitute a default under any applicable law, any of its organizational documents, or any indenture, mortgage, deed of trust or other instrument or agreement to which it is a party or by which it or any of its assets may be bound;

(c) the execution, delivery and performance of this Agreement by it and its consummation of the Closing have been duly authorized by all necessary action on its part, and no further consent, authorization or approval of, or exemption by, or notice to, registration with or any other action by, any Governmental Entity or other governmental authority or agency, is required for its execution, delivery and performance of this Agreement;

(d) assuming due authorization, execution and delivery by the other Party hereto, this Agreement constitutes its legal, valid and binding obligation and is enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium and other similar laws affecting the rights of creditors generally;

(e) it has the corporate and other legal power and authority (i) to enter into and exercise its rights and perform and comply with its obligations under this Agreement and all other documents relating hereto, and (ii) to take all actions relating to this Agreement and all other documents relating hereto;

(f) there are no unauthorized liens (such as mechanic's liens) on the Property;

(g) there is no current or threatened litigation against the Seller; and

(g) (i) Exhibit D sets forth a true and complete list, as of the Effective Date, of all material insurance policies in force with respect to the Seller, (ii) Seller is not in material default with respect to any provision contained in any such insurance policy, and (iii) there is no material claim pending under any such insurance policy that would reasonably be expected to be denied.

5.2 Purchaser's Representations and Warranties. Purchaser hereby represents and warrants that:

(a) the execution, delivery and performance of this Agreement by it and its consummation of the Closing have been duly authorized by all necessary action on its part, and no further consent, authorization or approval of any other governmental authority or agency is required for the execution, delivery and performance of this Agreement by it;

(b) assuming due authorization, execution and delivery by the other Party hereto, this Agreement constitutes its legal, valid and binding obligation and is enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium and other similar laws affecting the rights of creditors generally; and

(c) it has the legal power and authority (i) to enter into and exercise its rights and perform and comply with its obligations under this Agreement and all other documents relating hereto, and (ii) to take all actions relating to this Agreement and all other documents relating hereto.

ARTICLE 6 COVENANTS

6.1 Seller's Covenants. Seller covenants that:

(a) it shall make good faith efforts to complete as many Winding-up Tasks as practicable prior to the Closing; and

(b) promptly upon the completion of the Closing, it will complete the winding up of the corporation and, other than Winding-Up Tasks, shall permanently cease doing business;

(b) it will provide Purchaser a copy of the Illinois Secretary of State dissolution notice within 30 days after dissolution occurs;

(c) prior to the Closing, it shall operate the Property in the ordinary course of business;

(d) prior to the Closing, Seller shall not, without Purchaser's prior written consent which shall not be unreasonably withheld, conditioned or delayed, amend, extend, renew or terminate any contracts, except to the extent that such amendment, extension, renewal or termination would not reasonably be expected to have a material adverse effect on the Property or Seller's business, financial condition or results of operation;

(e) prior to the Closing, Seller shall not, without Purchaser's prior written consent, which consent shall not be unreasonably withheld or delayed, make any material capital expenditures with respect to the Property in excess of \$1,000 in the aggregate, except for (i) expenditures required by existing contracts that have been disclosed to Purchaser prior to the Effective Date, (ii) expenditures made in response to any emergency, whether caused by war, terrorism, weather events, public health events, outages or otherwise; (iii) expenditures required by applicable law and (iv) expenditures required to effectuate the winding-up of the Seller's organization, including, without limitation, payment of legal and accounting fees;

(f) prior to the Closing, Seller shall maintain (or cause to be maintained) in full force and effect any material insurance policies covering the Property in effect on the Effective Date or replacement policies providing substantially similar coverage in respect thereof; and

(g) prior to Closing, it has provided to Purchaser a complete copy of the Seller's audited financial statements for the fiscal year ended December 31, 2024, prepared in accordance with GAAP applied on a consistent basis, and including a written Management Discussion and Analysis providing a narrative overview and analysis of the Seller's financial activities for the fiscal year ended December 31, 2024.

6.2 Purchaser covenants that

(a) upon the Closing, all Property (including Cash) shall be used by Purchaser for the same purposes for which the Seller was originally incorporated and established;

(b) it shall pay for all final dissolution expenses incurred by Seller to the extent there is insufficient Cash; and

(c) it shall complete all winding-up activities, including the Winding-up Tasks identified on Exhibit E, to the extent Seller is unable to complete such tasks.

6.3 This Article 6 shall survive the Closing.

ARTICLE 7 CLOSING CONDITIONS

7.1 Mutual Closing Conditions.

7.1.1. Satisfaction of Mutual Closing Conditions. The respective obligations of Seller and Purchaser to close the transaction contemplated in this Agreement are subject to the satisfaction at or prior to Closing of the following conditions precedent (the "Mutual Closing Conditions"):

(a) Adverse Proceedings. No litigation or other court action shall have been commenced seeking to obtain an injunction or other relief from such court to enjoin the

consummation of the transaction described in this Agreement, and no preliminary or permanent injunction or other order, decree or ruling shall have been issued by a court of competent jurisdiction or by any governmental authority that would make illegal or invalid or otherwise prevent the consummation of the transaction described in this Agreement.

(b) Adverse Law. No law shall have been enacted that would make illegal or invalid or otherwise prevent the consummation of the transaction described in this Agreement.

(c) Casualty Loss. If any part of the Property is materially damaged or destroyed by fire or any other casualty, Seller shall have given prompt written notice of such casualty to Purchaser.

7.1.2. Failure of Mutual Closing Condition. If any of the Mutual Closing Conditions is not satisfied at Closing, then each Party shall have the right to terminate this Agreement by providing written notice to the other Party, in which case the Parties shall have no further rights or obligations under this Agreement, except for those which expressly survive such termination.

7.2 Purchaser Closing Conditions.

7.2.1. Satisfaction of Purchaser Closing Conditions. In addition to the Mutual Closing Conditions, Purchaser's obligation to close the transaction described in this Agreement is subject to the satisfaction at or prior to Closing of the following conditions precedent (the "Purchaser Closing Conditions"):

(a) Seller's Deliveries. All the Seller Closing Deliveries shall have been delivered to Purchaser.

(b) Representations and Warranties. The representations and warranties of Seller shall remain true and correct as if remade on the Closing Date.

(c) Covenants and Obligations. The material covenants and obligations of Seller in this Agreement shall have been performed in all respects.

7.2.2. Failure of Purchaser Closing Condition. If any of the Purchaser Closing Conditions is not satisfied at Closing, then Purchaser shall have the right, subject to Seller's right to cure under Section 11.2, (i) to terminate this Agreement by providing written notice to Seller, in which case the Parties shall have no further rights or obligations under this Agreement, except those which expressly survive such termination, or (ii) to waive any of the Purchaser Closing Conditions at or prior to Closing.

7.3 Seller Closing Conditions.

7.3.1. Satisfaction of Seller Closing Conditions. In addition to the Mutual Closing Conditions, Seller's obligation to close the transaction contemplated in this Agreement is subject

to the satisfaction at or prior to Closing of the following conditions precedent (the “Seller Closing Conditions”):

(a) Representations and Warranties. The representations and warranties of Purchaser in this Agreement shall be true and correct in all material respects as of the Closing.

(b) Covenants and Obligations. The covenants and obligations of Purchaser in this Agreement shall have been performed in all respects.

7.3.2. Failure of Seller Closing Condition. If any of the Seller Closing Conditions is not satisfied at Closing, then Seller shall have the right (i) to terminate this Agreement by providing written notice to Purchaser, in which case the Parties shall have no further rights or obligations under this Agreement, except those which expressly survive such termination, or (ii) to waive any of the Seller Closing Conditions at or prior to Closing.

ARTICLE 8 CLOSING

8.1 Closing Date. The closing of the transaction described in this Agreement (the “Closing”) shall take place on such date, time and place as is agreed to in writing by the Parties hereto. The date on which the Closing occurs is referred to herein as the “Closing Date.”

8.2 Closing Deliveries.

8.2.1. Seller's Deliveries. At the Closing, Seller shall deliver or cause to be delivered to Purchaser at Closing, all of the (i) documents set forth in this Section 8.2.1, each of which shall have been duly executed by Seller and acknowledged (if required), and (ii) other items set forth in this Section 8.2.1 (collectively, the “Seller Closing Deliveries”), as follows:

- (a) Deeds, in a form agreed to by the Parties, for the Real Property;
- (b) Assignment and Assumption of the Restrictive Covenants;
- (c) Assignment and Assumption of the Contracts;
- (d) Bill of Sale, in a form agreed to by the Parties, for (i) the Personal Property, and (ii) the Intangible and Intellectual Property Rights;
- (e) Proof of wire transfer of the Cash to Purchaser’s designated account; Purchaser will provide payment for any of Seller’s expenses pursuant to Article 6, Section 6.2(b) herein;
- (f) Opinion of counsel on such matters as are agreed to by the Parties; and

- (g) Such other documents and instruments as may be reasonably requested by Purchaser in order to consummate the transaction described in this Agreement.

8.2.2. Purchaser's Deliveries. At the Closing, Purchaser shall deliver or cause to be delivered to Seller:

- (a) A receipt, in a form agreed to by the Parties, evidencing receipt of the Cash by the Purchaser's designated account;
- (b) A counterpart of each of the documents and instruments to be delivered by Seller under Section 8.2.1 which require execution by Purchaser; and
- (c) Such other documents and instruments as may be reasonably requested by Seller in order to consummate the transaction described in this Agreement.

8.3 Notice to Others. At Seller's option, Seller shall send an announcement or notification, in form and substance reasonably acceptable to Purchaser, to interested parties as of the Closing informing such persons or entities of the change in ownership of the Property.

ARTICLE 9 REMEDIES

9.1 Remedies. Each of the Parties hereto acknowledges that the rights of each Party to consummate the transactions contemplated hereby are unique and recognizes and affirms that, in the event of a breach of this Agreement by any Party, money damages may be inadequate, and the other Party may have no adequate remedy at law. Accordingly, the Parties agree that such other Party shall have the right, in addition to any other rights and remedies existing in their favor at law or in equity, to enforce their rights and the other Party's obligations hereunder not only by an action or actions for damages but also by an action or actions for specific performance, injunctive and/or other equitable relief (without posting of bond or other security) instituted in any court of the United States or any state thereof having jurisdiction over the Parties and the matter.

9.2 Seller's Right to Cure. Purchaser shall not have the right to exercise its remedies under Section 9.1 for a Seller default or Section 7.2.2 for a failure of a Purchaser Closing Condition (a "Purchaser Closing Condition Failure") unless Purchaser has provided written notice to Seller specifying in reasonable detail the nature of the Seller default or Purchaser Closing Condition Failure (as the case may be), and Seller has not cured such Seller default or Purchaser Closing Condition Failure (as the case may be) within 15 days after Seller's receipt of such notice, in which case the Closing shall be postponed until such later date agreed to by the Parties in writing.

ARTICLE 10 DEFENSE; INDEMNIFICATION

Immediately upon the occurrence of the Closing, the Purchaser shall defend, indemnify and hold harmless the Seller and the Seller Indemnitees from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of actions, expenses and settlements suffered or incurred by the Seller or the Seller Indemnitees arising from or in connection with official acts undertaken within the scope of their duties for and on behalf of the Seller. The defense and indemnification obligations under this Article 10 shall survive the expiration or termination of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Notices. All notices, requests, demands and other communications required to be provided by any Party under this Agreement shall be in writing and delivered, at the sending Party's cost and expense, by (i) personal delivery, (ii) certified U.S. mail, with postage prepaid and return receipt requested, (iii) overnight courier service, or (iv) in PDF format by electronic mail transmission, with a verification copy sent on the same day by any of the methods set forth in clauses (i), (ii) or (iii), to the recipient Party at the following address or facsimile number:

If to Seller:

Chicago Housing Trust
c/o City of Chicago Department of Housing
121 N. LaSalle Street, Room 1006
Chicago, IL 60602
Attention: Executive Director
(312) 744-2582

With a copy to:

Elrod Friedman LLP
350 N. Clark St., Second Floor
Chicago, IL 60654
Attention: Kelley A. Gandurski
Kelley.Gandurski@elrodfriedman.com
312-528-5199

If to Purchaser:

City of Chicago
Department of Finance
121 North LaSalle Street, Room 700
Chicago, Illinois 60602
Attention: Chief Financial Officer

With Copies To:

City of Chicago
Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Real Estate Division

11.2 Cooperation. Each Party agrees to cooperate fully with the other Party, execute such further instruments, documents and agreements as are necessary or appropriate to give effect to the Agreement, and give such further written assurances as may be reasonably requested by the other Party to evidence and reflect and to carry out and effectuate the provisions and purposes of this Agreement.

11.3 Third Party Beneficiaries. This Agreement shall not confer any rights or remedies on any Person other than (i) the Parties and their respective successors and assigns, and (ii) any Seller Indemnitee to the extent such Seller Indemnitee is expressly provided any right of defense or indemnification in this Agreement.

11.4 Governing Law. This Agreement shall be governed by the laws of the state of Illinois, without giving effect to any principles regarding conflict of laws.

11.5 Severability. If any term or provision of this Agreement is held to be or rendered invalid or unenforceable at any time in any jurisdiction, such term or provision shall not affect the validity or enforceability of any other terms or provisions of this Agreement, or the validity or enforceability of such affected term or provision at any other time or in any other jurisdiction.

11.6 Incorporation of Recitals, Exhibits and Schedules. The recitals to this Agreement, and all exhibits and schedules referred to in this Agreement, are incorporated herein by such reference and made a part of this Agreement. Any matter disclosed in any schedule to this Agreement shall be deemed to be incorporated in all other schedules to this Agreement.

11.7 Entire Agreement. This Agreement sets forth the entire understanding and agreement of the Parties hereto and shall supersede any agreements and understandings (written or oral) between the Parties on or prior to the Effective Date with respect to the transaction described in this Agreement.

11.8 Amendments, Waivers and Termination of Agreement. No amendment or modification to any terms or provisions of this Agreement, waiver of any covenant, obligation, breach or default under this Agreement or termination of this Agreement (other than as expressly provided in this Agreement), shall be valid unless in writing and executed and delivered by each of the Parties.

11.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one agreement with the same effect as if the Parties had signed the same signature page.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first above written.

CITY OF CHICAGO, a municipal corporation

By: _____
Jill Jawarski
Chief Financial Officer

CHICAGO HOUSING TRUST, an Illinois not-for-profit corporation

By: _____
Joy Aruguete
Board President

Attested to by:

Kathy Tholin, Secretary