

FOURTH AMENDMENT TO LOAN AND SECURITY AGREEMENT

THIS **FOURTH** AMENDMENT TO LOAN AND SECURITY AGREEMENT (this "**Fourth Amendment**") is executed on the _____ day of _____, 2026 (the "**Execution Date**"), but is effective as of February 1, 2026, by and between **THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, D//B/A THE COOK COUNTY LAND BANK AUTHORITY** ("**Borrower**") and **THE CHICAGO COMMUNITY LOAN FUND**, an Illinois not-for-profit corporation ("**Lender**").

RECITALS

A. Lender made available to Borrower loans under a revolving credit facility (collectively defined as the "**Revolving Loan**" in Section 2.1 of the Loan Agreement) in the original stated commitment amount of Two Million and 00/100 Dollars (\$2,000,000.00) (the "**Commitment Amount**") pursuant to the terms and conditions of a Loan and Security Agreement dated December 7, 2017 (the "**Loan Agreement**"). The Revolving Loan is evidenced by a Senior Secured Promissory Note dated December 7, 2017 (the "**Note**") executed by Borrower and made payable to Lender. The Revolving Loan was renewed pursuant to a First Amendment to the Loan and Security Agreement which was executed by Borrower and Lender on November 23, 2020, with an effective date as of December 1, 2019; the Revolving Loan was further amended by a Second Amendment to Loan and Security Agreement which was executed by Borrower and Lender on January 26, 2023, with an effective date as of December 1, 2021; and the Revolving Loan was further amended by a Third Amendment to Loan and Security Agreement which was executed by Borrower and Lender on September 26, 2024, with an effective date as of February 1, 2024 (collectively, the "Existing Loan Agreement"). The Loan Agreement, Note, and all prior amendments are incorporated herein by reference.

B. The Maturity Date of the Revolving Loan was February 1, 2026.

C. Borrower and Lender have agreed to renew the Revolving Loan, modify the amount of the Revolving Loan, and extend the Maturity Date and to make such other changes to the Existing Loan Agreement as are set forth below.

NOW, THEREFORE, in consideration of the Recitals set forth above, the agreements by Lender to further amend the Existing Loan Agreement, as provided herein, the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender hereby agree as follows:

1. **Affirmation of Recitals**. The Recitals set forth above are true and correct and are incorporated herein by this reference.
2. **Definitions**. Capitalized terms used but not defined in this Fourth Amendment shall have the meanings ascribed to such terms in the Existing Loan Agreement.
3. **Maturity Date**. The Maturity Date is hereby revised to mean July 1, 2028.

4. **Loan Amount.** The Commitment Amount as defined in the Existing Loan Agreement and Maximum Principal Amount of the Note shall remain the same at Five Hundred Thousand Dollars and 00/100 Dollars (\$500,000.00).

5. **Disbursements.** Lender shall make no disbursements on the loan after March 31, 2028, which date is ninety (90) days prior to the Maturity Date of July 1, 2028.

6. **Outstanding Principal Balance.** As of the Execution Date, (i) the outstanding principal balance of the Revolving Loan is Zero Dollars and Zero Cents (\$0) and (ii) interest is paid through the date of this Fourth Amendment.

7. **Loan Renewal Fee.** As a condition precedent to granting the extension set forth in this Fourth Amendment, Lender has required that Borrower pay a Five Thousand and 00/100 Dollars (\$5,000.00) loan renewal fee. In order to collect such loan renewal fee, upon the execution of this Fourth Amendment, Lender shall disburse Five Thousand and 00/100 Dollars (\$5,000.00) to itself out of the Cash Collateral (as described in Section 4.1(h) of the Existing Loan Agreement). As a result of such disbursement, the remaining amount of the Cash Collateral shall be Two Hundred Thousand and 00/100 Dollars (\$200,000.00).

8. **Representations and Warranties of Borrower.** Borrower hereby represents and warrants to Lender as of the Execution Date the following:

(a) All of the representations and warranties of Borrower contained in Article VII of the Existing Loan Agreement are true and correct.

(b) No Material Adverse Effect has occurred since February 1, 2024.

(c) There is currently no Default or Event of Default under the Existing Loan Agreement, and Borrower does not have knowledge of any event or circumstance which with the giving of notice or the passage of time, or both, would constitute an Event of Default under the Existing Loan Agreement.

(d) No event has occurred which would constitute a default under any other agreement and related documents or any material contract of Borrower.

(e) The Existing Loan Agreement and the Note remain in full force and effect and, following the execution and delivery of this Fourth Amendment, the Existing Loan Agreement, as amended hereby, and the Note continue to be the legal, valid and binding obligations of Borrower enforceable in accordance with their respective terms (subject to limitations imposed by bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law).

(f) Borrower has no claims, counterclaims, defenses or set offs with respect to the Revolving Loan or the Existing Loan Agreement as amended hereby.

(g) Borrower validly exists under the laws of the State of its formation or organization and has the requisite power and authority to execute and deliver this Fourth

Amendment and to perform its Obligations under the Existing Loan Agreement as amended hereby and the Note. The execution and delivery of this Fourth Amendment by Borrower and the performance by Borrower of the Existing Loan Agreement as amended hereby and the Note have been duly authorized by all requisite action by or on behalf of Borrower. This Fourth Amendment has been duly executed and delivered on behalf of Borrower.

(h) No part of the Project Properties has been damaged and not repaired to the satisfaction of Lender, nor taken in condemnation or other similar proceedings.

(i) No event has occurred which would change Cook County's status as a home rule of government under the applicable laws of the State of Illinois.

(j) No event has occurred which would materially change the projected income and expenses of the Project Properties, the financial condition of Borrower or any financial information submitted by Borrower to Lender.

9. **Miscellaneous.**

(a) This Fourth Amendment shall be governed by and construed in accordance with the internal laws of the State of Illinois without regard to its conflict of law principles.

(b) This Fourth Amendment shall not be construed more strictly against Lender than against Borrower merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrower and Lender have contributed substantially to the preparation of this Fourth Amendment, and Borrower and Lender each acknowledge and waive any claim contesting the existence and adequacy of the consideration given by the other in entering into this Fourth Amendment. Each of the parties to this Fourth Amendment represent that is has been advised by its respective counsel of the legal and practical effect of this Fourth Amendment and recognizes that it is executing and delivering this Fourth Amendment, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of duress upon it.

(c) The execution of this Fourth Amendment by Lender shall not be deemed to constitute Lender a venturer or partner of or in any way associated with Borrower nor shall privity of contract be presumed to have been established with any third party.

(d) Borrower and Lender acknowledge that there are no other understandings, agreements or representations, either oral or written, express or implied, with respect to the Revolving Loan that are not embodied in the Existing Loan Agreement, the Note, or this Fourth Amendment, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Borrower and Lender with respect to the Revolving Loan; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Fourth Amendment. Except as expressly modified hereby, the terms of the Existing Loan Agreement and the Note are and remain unmodified and in full force and effect.

(e) This Fourth Amendment shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(f) The paragraph and section heading used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

(g) This Fourth Amendment may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Fourth Amendment.

(h) If one or more of the provisions contained in this Fourth Amendment shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Fourth Amendment or the Existing Loan Agreement, and this Fourth Amendment and the Existing Loan Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

[signature page to follow]

[Signature Page to Fourth Amendment to Existing Loan Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment as of the Execution Date.

BORROWER:

**THE COUNTY OF COOK, A BODY POLITIC
AND CORPORATE OF THE STATE OF
ILLINOIS, D/B/A THE COOK COUNTY
LAND BANK AUTHORITY**

By: _____

Name: Jessica A. Caffrey

Its: Executive Director

By: _____

Name: Angela Manning-Hardimon

Its: Chief Financial Officer, Cook County
Bureau of Finance

LENDER:

THE CHICAGO COMMUNITY LOAN FUND,
an Illinois not-for-profit corporation

By: _____

Name: Robert G. Tucker

Its: Chief Operating Officer