

**IN THE CIRCUIT COURT OF COOK COUNTY
COUNTY DEPARTMENT, MUNICIPAL DIVISION**

Community Capital Investment,
LLC, an Illinois limited liability
company,

Plaintiff,

v.

Rose Capital Group, LLC, an
Illinois limited liability company,
and Robert Rose, an individual,

Defendants.

Case# 20231111657

Complaint

Community Capital Investment, LLC (“Plaintiff” or “CCI”), by and through its attorneys, Patterson Law Firm, LLC, hereby complains against Defendants Robert Rose (“Rose”) and Rose Capital Group, LLC (“Rose Capital”) as follows:

Introduction

1. CCI paid Defendants \$12,000 in exchange for their efforts to obtain financial backing for the restoration of a Chicago landmark. Defendants held themselves out as the prime intermediaries for critical funding opportunities for black-owned ventures like CCI. Yet without explanation, not only did Defendants shirk all obligations, but they also retained and refused to repay CCI the full \$12,000 for the work and materials that they did not provide. Moreover, after Defendant Rose breached the contract, CCI discovered that Rose perpetrated a fraud. CCI respectfully requests that this Court order Rose to compensate CCI for

the damages it has been forced to sustain due to Rose's deliberate acts and omissions.

The Parties

2. Community Capital Investment, LLC is, and at all relevant times was, an Illinois limited liability company that transacts business in Cook County.

3. Defendant Rose is, and at all relevant times was, an individual and resident of Cook County.

4. Rose Capital, LLC is, and at all relevant times was, an Illinois limited liability company that transacts business in Cook County.

Venue and Jurisdiction

5. This Court has jurisdiction pursuant to the Illinois constitution.

6. Venue is proper under 735 ILCS 5/2-101 because the events and transactions that give rise to this action occurred in Cook County.

Factual Allegations

7. Community Capital Investment ("CCI") is a black-owned enterprise that owns the historic property located at 1645 East 79th Street, Chicago, IL 60649 (the "Avalon Regal").

8. As one of the enduring landmarks of Chicago's south side, the Avalon Regal needs funding to maintain its restoration. In or around 2013, CCI began seeking funding opportunities from, among other sources, grant and loan programs that invest in underserved communities like the south side.

9. One of the funding opportunities CCI sought was a loan through a program offered by the Chicago Community Loan Fund (CCLF).

10. CCLF is a community development organization that serves as a lender to Chicagoland businesses. Aside from its own loans, CCLF provides crucial underwriting services for grants or interest-free loans.

11. As a federally certified investor and developer, CCLF maintains strict application requirements. All applicants, even those that CCLF solicits to apply, must gain approval from the CCLF Loan Committee.

12. Through conversations with CCLF, CCI became acquainted with Defendant Robert Rose. Rose had close connections with CCLF. He served as CCLF's Vice President of Lending and then as its Executive Vice President and Chief Operating Officer.

13. After Rose left CCLF, he moved on to the Chicago Land Bank. There, Rose continued to stay in touch with CCI about its business development and, as CCI grew, Rose prophesied that other opportunities were coming CCI's way.

14. In or around 2021, Rose explained to CCI that he was leaving the Chicago Land Bank and beginning a consulting business. He said that he envisioned his work as a sort of liaison between small businesses and the financial stakeholders like his former employers.

15. Defendant Rose expressed interest in partnering with CCI on its financial growth. He explained that his transition included a moratorium period wherein he would not be able to do any work related to CCLF. But

he stated that once this “quiet period” was complete, he wanted to work as CCI’s consultant to help with a massive construction project for the Avalon Regal.

16. In 2022, after Defendant Rose’s quiet period had passed, the parties began preparing their efforts.

17. The parties discussed a \$3 million renovation plan, for which Defendant Rose and his new company Defendant Rose Capital Group, LLC would harness their best efforts and connections to obtain a CCLF loan (the “Loan”).

18. Rose made many promises that he would draw on his experiences with CCLF and the Cook County Land Bank Authority to spearhead the financing campaign for the Avalon Regal.

19. With these assurances in mind, CCI agreed to the partnership. On April 16, 2022, the parties entered a contract (the “Agreement”). Exhibit 1.

20. The Agreement incorporated Defendant Rose’s resume, which claimed that he had “[f]orged several strategic alliances for collaboration and greater achievement” with organizations including CCLF.

21. It also boasted that Rose had transformed his former business from its “fledgling” state to an “industry leading organization.”

22. The Agreement obligated Defendants to, among other things:

- a. Review and assist with developing the financial structure for any potential partners;
- b. Assist with identifying any and all capital sources (including grants) for pre-development and for the development itself;

- c. Help position CCI for other opportunities;
- d. provide professional services and initial fees related to project funding;
- e. provide detailed invoices; and
- f. provide CCI with any additional assistance in accomplishing its goals.

23. Defendants warranted that they had the experience and ability to perform, that they would perform the services promised, and that they would perform the services in a professional, competent and timely manner.

24. CCI was obligated to make a \$2,000 monthly payment until performance was completed or the contract was extended by written agreement.

25. CCI paid the initial deposit of \$2,000, meaning the Agreement should have lasted until October 31, 2023, unless otherwise extended.

26. On June 14, 2022, Rose presented at a virtual meeting, touting his experience with CCLF and the Chicago Land Bank. He claimed that he had been working with CCI to fundraise for the Avalon Regal.

27. Shortly thereafter, on June 24, 2022, CCI received a letter of intent from CCLF expressing its support of the renovation project. Exhibit 2.

CCI notified Defendants and asked that they begin preparing the subsequent application (the "Loan Application"). Defendants represented that they would do so.

28. Throughout the summer of 2022, Defendant Rose continued to collect CCI's monthly payments and represented that he was making progress on the Loan Application.

29. In or around September 2022, Rose mysteriously went missing. He stopped taking CCI's calls, responding to emails, and was apparently nowhere to be found.

30. When CCI's agents requested updates from Defendants, Rose stated that he had been delayed due to urgent family business. Still, he represented that while he was behind, he had prepared the Loan Application.

31. As of October 31, 2022, Defendants had performed none of the services they promised.

32. It was not until November 7, 2022, when CCI realized that they had been duped. CCI's agents noticed that, despite Defendant Rose's statements that he was tied up with family affairs, he had found the time to attend networking events. Exhibit 3.

33. CCI promptly contacted CCLF, asking whether Defendants had prepared the requisite materials for the Loan Application. CCLF responded that, while it was interested in processing the Loan, it did not even have a file open for the Avalon Regal.

34. CCI agent reached out to Defendants many times requesting status updates.

35. Defendant Rose, when he bothered to respond at all, insisted that he was compiling the requisite documentation.

36. He also represented that CCI's application was being reviewed by the Loan Committee, in accordance with CCLF's procedures.

37. CCI reasonably relied on those reassurances.

38. The parties renewed the Agreement on Defendant Rose's commitment to prepare the Loan Application once he received the October payment.

Exhibit 4.

39. It turns out that, notwithstanding his contractual duty and his representations to CCI, Defendants had still not prepared a loan application at all.

40. Similarly, on information and belief, the Loan Committee has no record of CCI, aside from its letter of intent.

41. CCLF's representative, who was aware of the collaboration, told CCI that Defendants had completed none of the application materials they had promised.

42. Other Avalon Regal investors reasonably relied on Rose's promise to, among other things, secure the Loan.

43. Moreover, since Defendants repudiated the contract, they have misled their collaborators like CCLF about the nature of the Agreement.

44. To add insult to injury, Defendants have, on information and belief, misled CCLF affiliates about the nature of the Agreement.

45. Specifically, on information and belief, Defendants are representing that there was no monetary aspect to the Agreement. They have done this to save face with their collaborators like CCLF and the Chicago Land Bank, who would otherwise know that Defendants had duped them as well.

Count I
Breach of Contract
(Against Defendant Rose Capital Group)

46. CCI restates and incorporates the allegations in Paragraphs 1–45 as though fully set forth herein.

47. The Agreement constitutes a binding contract between the parties.

48. Defendant breached the contract by, without limitation:

- a. Failing to perform economic, market and other feasibility analyses;
- b. Failing to perform zoning analysis;
- c. Failing to perform site visits;
- d. Failing to execute purchase agreements;
- e. Failing to provide professional services and initial fees related to project funding;
- f. Failing to provide detailed invoices; and
- g. Failing to provide CCI with any additional assistance in accomplishing its goals.

49. CCI performed all obligations under the contract.

50. As a direct and foreseeable result of Defendant’s breach, CCI has suffered damages.

Count II
Unjust Enrichment
(Against Rose and Rose Capital) (in the alternative to Count I)

51. CCI restates and incorporates the allegations in Paragraphs 1–45 as though fully set forth herein.

52. In the alternative, should the Agreement not extend to the Loan Application, no contract controls Defendants’ promises to prepare the Loan Application materials.

53. By retaining the \$12,000 funds without doing any work in compensation, Defendants have received a benefit.

54. That benefit comes at the expense of CCI who have suffered a detriment.

55. It would be unjust for Defendants to retain the benefit.

WHEREFORE, CCI respectfully requests that this Court enter judgment in its favor and against Defendants, granting damages, attorney fees and costs and such other and further relief as is deemed necessary and just.

**Count III
Fraud
(Against Rose and Rose Capital)**

56. CCI restates and incorporates the allegations in Paragraphs 1–45 as though fully set forth herein.

57. Defendants made a series of false statements to CCI including, without limitation:

- a. their intentions to prepare the Loan Application and related materials;
- b. the extent to which retaining a consultant was necessary to ensure the Loan’s approval; and
- c. the status of the Loan Application.

58. These misrepresentations were material because they related to CCI’s ability to obtain the Loan.

59. CCI relied on Defendants’ fraudulent misrepresentations by trusting Defendants to ensure that the Loan Application would be completed properly.

WHEREFORE, CCI respectfully requests that this Court enter judgment in its favor and against Defendants, granting damages, including punitive damages, attorney fees and costs and such other and further relief as is deemed necessary and just.

Count IV
Tortious Interference with Prospective Business Advantage
(against Defendant Rose)

60. CCI restates and incorporates the allegations in Paragraphs 1–45 as though fully set forth herein.

61. CCI had reasonable expectations of entering a valid business relationships with CCLF. Namely, the Commitment Letter indicated that CCLF intended to fund the Avalon Regal’s restoration efforts.

62. As the \$3 million loan with CCLF was the entire point of the Agreement, Defendant knew of CCI’s reasonable expectations.

63. By misleading CCLF about the nature of the Agreement and the reasons why the Loan Application has not been submitted, Defendant purposefully interfered to prevent the Loan from being fulfilled.

64. As a direct and proximate result of Defendant’s tortious interference CCI suffered compensatory damages measured by the loss of prospective business, in an amount to be determined at trial.

65. Defendant’s tortious interference was willful and malicious, subjecting him to an award of punitive damages.

WHEREFORE, CCI respectfully requests that this Court enter judgment in its favor and against Defendant Rose, granting damages,

attorney fees and costs and such other and further relief as is deemed necessary and just.

Respectfully submitted,

Dated: May 17, 2023

/s/ David L. Sanders
David Sanders
Christine O'Connell
Patterson Law Firm, LLC
200 W. Monroe St., Suite 2025
Chicago, IL 60606
Ph: 312-223-1699
Fx: 312-223-8549
dsanders@pattersonlawfirm.com
coconnell@pattersonlawfirm.com
cmarte@pattersonlawfirm.com
Firm Id# 45052



April 16, 2022

Jerald Gary
Community Capital Investment LLC
365 N Halsted, #2116
Chicago, IL 60661

Dear Mr. Gary:

Re: Standard Contract for Consulting Services

This Agreement is made this 16th day of April, 2022, between Community Capital Investment LLC ("Client"), having its principal place of business at 365 N Halsted, #2116, Chicago, IL 60661, and Rose Capital Group LLC ("Rose Capital"), having its principal place of business at 8 Gianna Court, Flossmoor, IL 60422.

In consideration of Client retaining Rose Capital to perform support services for Client, it is agreed as follows:

1. Scope

The objective of this engagement is to assist the Client with the financing for the rehabilitation of the New Regal Theater located at 1645 East 79th Street, Chicago, IL 60649, PINs: 20-36-100-001-0000, 20-36-100-002-0000, 20-36-100-003-0000.

Upon receipt of a Notice to Proceed from the Client, Rose Capital will approach this engagement using the following phases of work and incorporating the attached Curriculum Vitae as part of this contract and as additional terms of this agreement:

1. Predevelopment Phase
 - Economic, market and other feasibility analyses for the project.
 - Architectural services limited to zoning analysis, test fits, cost estimating, space planning and/or preliminary schematic design.
 - Site due diligence, including but not limited to, environmental studies, soil testing, appraisals, and surveys.

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- Earnest money and deposits to execute purchase agreements and/or options for site control.
 - Professional services and initial fees related to project funding to support deal structuring, financial packaging, tax credit applications and/or grant applications.
 - Project management professionals and consultants, including attorneys, accountants and project managers used to support project approvals.
 - Community engagement and coordination.
2. Strategic Planning
 - Review and help formulate the best phasing of the initiative.
 3. Deal Structuring/Capital Raise
 - Review and assist with developing the financing structure for any potential partners.
 - Assist with identifying any and all capital sources (including grants) for pre-development and for the development itself.
 - Help position the Client (or its designee) for other opportunities that are birthed from this initiative.
 - Provide Client with any additional assistance in getting the above goals accomplished.

2. Compensation and Term

Rose Capital agrees to accept the assignment in accordance with the terms and conditions set forth herein, commencing on the Effective Date of this Agreement, and expiring on October 31, 2022, unless otherwise extended or terminated pursuant to the terms hereof. The parties may renew or extend this Agreement commencing on or after the Completion Date, provided that any such renewal or extension shall be in writing and signed by both parties.

The following fees shall apply:

Monthly fee in the amount of \$2,000 due upon execution of this agreement and the 1st day of the subsequent months.

One per-cent (1%) of the financed amount. The financed amount shall be the amount as shown on the finance agreement between the Company and Lender. If there is no transaction, there is no fee.

Reasonable and necessary business and travel expenses actually incurred by Rose Capital shall be reimbursed by Client upon submission of expense reports with backup documentation. All such expenses and all travel plans must be approved in advance by Client.

Rose Capital shall provide detailed invoices and shall maintain and provide, upon request, backup documentation for a period of one year from the date of the respective invoices. If Rose Capital brings a legal action to collect any sums due under this Agreement, it shall be entitled to collect, in addition to all damages, its costs of collection, including reasonable attorney's fees. If Client needs to enforce this agreement and brings a legal action to collect any sums due under this Agreement, it shall be entitled to collect, in addition to all damages, its costs of collection, including reasonable attorney's fees.

This Agreement shall commence on the date stated above and shall remain in effect until all obligations under this Agreement have been properly completed. Either party to this Agreement may terminate this Agreement with or without cause by providing at least 30 days written notice to the other party.

3. Warranties by Rose Capital Group LLC

Rose Capital represents and warrants to Client that it has the experience and ability to perform the services required by this Agreement; that it will perform said services in a professional, competent, and timely manner; that it has the power to enter into and perform this Agreement; and that its performance of this Agreement shall not infringe upon or violate the rights of any third party or violate any federal, provincial and municipal laws. Client shall provide requisite training for additional products or services required by this Agreement which are not within Rose Capital's area of expertise.

4. Independent Contractor

Rose Capital acknowledges that the services rendered under this Agreement shall be solely as an independent contractor and not as a licensed real estate agent or broker. Rose Capital shall not enter into any contract or commitment on behalf of Client. Rose Capital further acknowledges that it is not considered an affiliate or subsidiary of Client and is not entitled to any Client employment rights or benefits. It is expressly understood that this undertaking is not a joint venture.

5. Confidentiality and Covenant Not to Compete

Rose Capital recognizes and acknowledges that this Agreement creates a confidential relationship between Rose Capital and Client and that information concerning Client's business affairs, customers, vendors, finances, properties, methods of operation, computer programs, and documentation, and other such information, whether written, oral, or otherwise, is confidential in nature. All such information concerning Client is hereinafter collectively referred to as "Confidential Information." Rose Capital agrees to follow Client information security procedures and otherwise take all reasonable precautions for the protection of Confidential Information.

6. Nondisclosure

Rose Capital agrees that, except as directed by Client, it will not at any time during or after the term of this Agreement disclose any Confidential Information to any person whatsoever and that upon the termination of this Agreement it will turn over to Client all documents, papers, and other matter in its possession or control that relate to Client. Rose Capital further agrees to bind its employees and subcontractors to the terms and conditions of this Agreement.

7. Grant

Rose Capital agrees that its work product produced in the performance of this Agreement shall remain the exclusive property of Client, and that it will not sell, transfer, publish, disclose, or otherwise make the work product available to third parties without Client's prior written consent. Any rights granted to Rose Capital under this Agreement shall not affect Client's exclusive ownership of the work product.

8. Office Rules

Rose Capital shall comply with all office rules and regulations, including security requirements, when on Client premises.

9. Conflict of Interest

Rose Capital shall not offer or give a gratuity of any type to any Client employee or agent.

10. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

11. Entire Agreement and Notice

This Agreement contains the entire understanding of the parties and may not be amended without the specific written consent of both parties. Any notice given under this Agreement shall be sufficient if it is in writing and if sent by certified or registered mail. Sending the notice via email and then confirming receipt with a return email is also sufficient notice.

IN WITNESS WHEREOF,

Client and Rose Capital Group LLC have duly executed this Agreement as of the day and year first above written.

Rose Capital Group LLC
By
Name: Robert Rose
Title: Managing Director
Date: 4/16/2022

Community Capital Investment LLC
By
Name: Jerald Gary
Title: Manager
Date: 4/16/2022

Signature: 
A671444C9BC1486...

Signature: 
80E8C5908875475...

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ROBERT “ROB” ROSE

8 Gianna Court
Flossmoor, IL 60422

M: 312-720-5541
rob_rose_jr@outlook.com

EDUCATION

Master of Business Administration (Real Estate Finance)
Cornell University; Ithaca, New York

Bachelor of Business Administration (Management)
St. Edward’s University; Austin, Texas

PROFESSIONAL EXPERIENCE

COOK COUNTY LAND BANK AUTHORITY

March 2015 – June 2021

(LAND BANK COVERS THE LARGEST GEOGRAPHIC REGION IN THE COUNTRY)

Executive Director

Led the agency’s day-to-day activities and managed the \$15 million annual budget providing operational leadership and strategic vision as the organization’s chief executive. Created and executed a business model for self-sustainability; only one of 170 Land Banks in the country to achieve this. Transformed the organization from a fledging start-up into an industry leading organization.

Organizational Results:

1. Created over \$105 million in Community Impact; 705 homes rehabilitated through the Land Bank in 5 years and over 950 tax-redeemed properties with 90%+ homeownership rate.
2. Grew the organization’s budget from \$3 million to \$15 million in 5 years (80% CAGR).
3. Acquired over 2,300 properties in 5 years; sold 1,100 properties during the same time period.
4. Grew the inventory from 27 properties to 1,200 properties over a 5-year period.
5. Saved nearly 500 properties from demolition.
6. Worked with over 600 community-based developers and organizations.

Key Achievements:

1. Used data analytics to develop the Focus Communities Program designed to target resources for maximum impact on 13 Chicago neighborhoods and 14 Suburban municipalities throughout Cook County. The impact of this process was profound; it prioritized the limited resources of the organization and directly led to the growth of the organization.
2. Pioneered the Scavenger Sale Program. Acquired over 26,000 tax certificates, led to the acquisition of over 1,200 properties while breaking the cycle of disinvestment in underrepresented communities.
3. Created the Homebuyer Direct Program. This initiative helps prospective homebuyers buy, rehab, and ultimately move into the home of their dreams. The program serves two important functions for buyers: it helps them build equity during the purchase process and lets them incorporate their own ideas into the design of their new home.
4. Forged several strategic alliances for collaboration and greater impact. Organizations include Community Investment Corporation, Chicago Community Loan Fund, LISC, IFF, NHS Chicago, Illinois Housing Development Authority, The PrivateBank, The City of Chicago, South Suburban Managers and Mayors Association, Metropolitan Planning Council, Chicago Association of Realtors, Guaranteed Rate, JP Morgan Chase, Fifth Third Bank and Associated Bank.
5. Earned national recognition from the National Association of Counties (NACo). Received the 2019 Achievement Award for the Homebuyer Direct Program

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ROB ROSE

PAGE TWO

CHICAGO COMMUNITY LOAN FUND

March 2012 – March 2015

(NATIONALLY RECOGNIZED NON-PROFIT COMMUNITY DEVELOPMENT FINANCIAL INSTITUTION)

Chief Operating Officer/Executive Vice President, Programs Vice President of Lending

May 2014 – March 2015

March 2012 – May 2014

Hired as the Vice President of Lending; revamped the lending platform and exceeded all lending goals. Promoted to Chief Operating Officer. As the Chief Operating Officer, led the multi-functional role with a focus on operational leadership and reported directly to the President/CEO. Managed the \$10 million annual budget. Grew the loan fund from \$30 million to \$60 million in 3 years. Created the foundation for future growth; the loan fund is now over \$100 million.

Organizational Results:

1. Closed \$19.5 million for 2014 (118% of goal), closed \$18.8 million for 2013 (122% of goal); closed \$13.5 million for 2012 (129% of goal).
2. Lowered delinquency from 9.5% to 0.0% over a three-year period.
3. Grew the loan portfolio from \$20 million to \$40 million over a three-year period.
4. Increased loan deployment ratio from 60% to 83%.

Key Achievements:

1. Improved internal processes including redesigning the commercial lending platform and fully integrating the loan processing software. This included rewriting the entire credit policy and standard operating procedures. The result was a 158% increase in loan volume, more accurate social impact tracking and greater organizational transparency.
2. Created the Neighborhood Investor Lending Program, an innovative cash-flow lending product that enables developers to finance the acquisition and rehabilitation of 1-4-unit residential properties.

URBAN PARTNERSHIP BANK

Dec 2010 – Dec 2011

(NATIONALLY-KNOWN COMMUNITY DEVELOPMENT FINANCIAL INSTITUTION; FORMERLY SHOREBANK)

Director of Commercial Real Estate – Chicago, IL

Managed \$170 million commercial real estate loan portfolio with assets located in Cook County, IL, Cleveland, OH and Detroit, MI. Accomplished this through delinquency management, relationship management, new loan origination, loan restructuring and risk rating review.

Organizational Results:

1. Closed \$3.8 million during the last 4 months of 2011. This represented new loan originations for the bank in three years.

Key Achievements:

1. Completely rebuilt the commercial real estate lending platform. Developed and implemented the loan origination process. Created the preliminary and credit memorandum templates.
2. Created the Excel-based cash flow analysis model. Created the Excel-based loan pipeline report which tracked all loan activity from prospect to closing. Co-authored the commercial real estate section of the credit policy. Created the commercial real estate monthly “dashboard” management reporting tool.
3. The improved internal processes allowed the bank to shift focus from portfolio cleanup to new loan origination within six months. This outperformed the consensus view that originating new loan volume would take 12-18 months.
4. Co-organized the first-ever commercial real estate customer appreciation event. This meeting enabled the bank to engage the Chicago business community in a meaningful dialogue regarding the transition and new direction of the bank.
5. Managed \$5 million budget; instituted cost control measures that saved the organization \$100 million for FY2011.

ROB ROSE
PAGE THREE

THE LYND COMPANY

Nov 2009 – Dec 2010

(NATIONAL MULTIFAMILY DEVELOPMENT/MANAGEMENT COMPANY)

Community Director – Bella Vista, Arlington, Texas

Managed 420-unit property representing \$25 million in total capitalization and \$2.5 million in projected net income. Developed yearly operating budgets/forecasts and sales/marketing plans. Accurately prepare and convey all operational and financial data to the Regional Manager in a timely manner.

Key Achievements:

1. Overcame several obstacles including an on-site homicide, an apartment fire and a string of maintenance issues to stabilize operations. This required aggressive marketing, a great deal of diplomacy and a commitment to customer service.
2. Developed several innovative programs that increased resident engagement.

GE CAPITAL – (COMMERCIAL REAL ESTATE)

May 2004 – Feb 2009

(MULTINATIONAL FORTUNE 100 CONGLOMERATE)

Underwriter – Dallas, TX; Chicago, IL; New York, NY; Stamford, CT

Underwrote over \$1 billion in equity investments representing \$4 billion in total capitalization and \$400 million in projected annual net income.

Key Achievements:

1. Prepared deal pitches for investment committee & managed deals through committee and board approval.
2. Performed heavy financial modeling and analysis of potential joint venture structures and single asset/portfolio acquisitions for multifamily, office, retail, industrial, mobile home, and golf course properties.
3. Conducted due diligence, including underwriting potential JV partners, assets, and market research. Partners included JPI, Greystar, AIMCO, Post Properties and The Lynd Company.

BOARD SERVICE

Treasurer, Muntu Dance Theatre of Chicago
2013 – present

Member, Citibank New Markets Tax Credit Advisory Committee
2013 - present

Member, Cook County Economic Development Advisory Committee
2016 – 2021

Commissioner, Flossmoor Zoning Board of Appeals
2018 - present

Member, Fannie Mae Affordable Housing Advisory Committee
2020 - present

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Exhibit 2



29 East Madison
Street Suite 1700
Chicago, IL 60602
T: 312.252.0440
F: 312.252.0419
www.cclfchicago.org

BOARD OF DIRECTORS

Matthew R. Reilein, Chair
National Equity Fund

Erik L. Hall, Vice Chair
GCM Grosvenor

Charles S. Walls, Treasurer
ComEd (retired)

Mohammed M. Elahi, Secretary
*Cook County Department of
Planning and Development*

Patricia Y. McCreary Cannon, Assistant Secretary
*Office of the Clerk of the Circuit
Court of Cook County*

Ailisa Herrera, Managing Director
3 Diamond Development

Jody Adler
Community Law Project (retired)

Dr. Amara C. Enyia
ACE Municipal Partners, LLC

Thomas P. FitzGibbon, Jr.
TAC II, LLC

Kevin R. Goldsmith
JPMorgan Chase

Stephanie S. Green
Pro Creative Law, LLC

Jennifer Guzmán
EmPower HR

Rick Guzmán
The Neighbor Project

Edward J. Hoynes
*Community Accounting
Services, LLC*

Andrew W. Hugger
Huntington Bank

Angela Hurlock
Claretian Associates

Sonya Malunda
*The Associated Colleges of
the Midwest*

Eric S. Phillips
Wintrust Financial Corporation

Mark C. Spears
CIBC

Kathryn Tholin
*Center for Neighborhood
Technology (retired)*

John L. Tuohy
Chapman and Cutler, LLP (retired)

Calvin L. Holmes, President
(Non-Voting)

June 24, 2022

Jerald Gary
Community Capital Investment LLC
365 N Halsted, #2116
Chicago, IL 60661

To Whom It May Concern:

This letter is to acknowledge that the Chicago Community Loan Fund (CCLF) is in support of the redevelopment of the Avalon Regal Theater project at 1645 East 79th Street, Chicago, IL 60649. From what we understand, this project will retain the historic significance of the original structure while providing much-needed entertainment, educational, and economic development opportunities for the South Shore community.

Committed financial resources will be necessary to enable such a large-scale redevelopment. Funding this project will provide a critical stabilizing presence in the neighborhood. The requested \$3,000,000 construction loan fits within CCLF's mission and could potentially align with our Communities of Color Fund. We would like to see a strong supporting cast with the proposal.

Founded in 1991, CCLF is a federally certified community development financial institution whose purpose was to create a nimble, flexible nonprofit lender who would fill the community development credit gaps as they emerged across the city and region. In particular, CCLF was created to ensure that Chicagoland community developers (including small and emerging groups) would have a lender to turn to for harder-to-underwrite projects and enterprises.

This letter of support does not constitute a commitment and is subject to the CCLF Board of Directors' approval. This letter is intended as an outline only and does not purport to summarize all the conditions, covenants, representations, warranties, and other provisions which would be contained in definitive legal documentation for the transaction contemplated hereby. Any decision is subject to full underwriting, final review, and approval of CCLF's Loan Committee. The commitment of the CCLF, if and when issued, will be subject to negotiation and execution of definitive documents in form and substance satisfactory to CCLF, the Client, and their respective counsels.

If there are any questions regarding this letter of support, please feel free to contact me at 312-252-0427 or at wharris@cclfchicago.org.

Sincerely,

Wendell Harris
Vice President of Lending Operations



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Exhibit 3



Activities

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101

6 Comments



Like



Comment



Share



Rob Rose

Community Development and Real Estate Finan...

Great seeing you there!!

Exhibit 4



Jerald Gary <jgary@comcapinv.com>

Follow up

Robert Rose <rob.rose@rosecapgroup.com>
To: Jerald Gary <jgary@comcapinv.com>

Fri, Nov 18, 2022 at 3:07 PM

Jerald,

This email is a follow-up to our phone conversation this morning. First order of business is to satisfy the October payment (see attached invoice). I can execute the extension, issue the end of engagement report and move forward on the loan application once that has been taken care of.

Rob

On Fri, Nov 18, 2022 at 9:47 AM Jerald Gary <jgary@comcapinv.com> wrote:

Rob,

Thank you for your time this morning and for your continued commitment to the Avalon Regal Theater project. I believe you have the skill set and network to make this happen.

As we discussed, I look forward to receiving the following from you this afternoon:

- End of Engagement report detailing the monthly activities for our engagement up to last month (April 2022 through October 2022), including any efforts to raise debt and equity for the project as detailed in our agreement. I need this report to share with my internal team for payments made and contracted.

I also need to give updates to partners and investors, including Madison Dearborn Partners, on the status of the fundraiser. Specifically, John Canning is an investor and is wanting to know what is the status of my progress.

- 3 month contract extension with payout contingent on a successful application for at least \$3 million from the Chicago Community Loan Fund

- Timeline of milestones for the extension agreement

Thank you again and I look forward to receiving this information from you this afternoon, as discussed.

Sincerely,

Jerald

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From: rob.rose@rosecapgroup.com

Sent: November 17, 2022 17:17

To: jgary@comcapinv.com

Subject: Re: Follow up

Great. I'll call you then.

FILED DATE: 5/18/2023 4:34 PM 20231111657

Rob

Sent from my iPhone

On Nov 17, 2022, at 4:14 PM, Jerald Gary <jgary@comcapinv.com> wrote:

Rob,

I am available at 8 AM tomorrow; let me know if that works.

J

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From: rob.rose@rosecapgroup.com

Sent: November 17, 2022 16:42

To: jgary@comcapinv.com

Subject: Re: Follow up

Jerald,

Let's talk tomorrow. I am available at 8am or anytime 1pm.

Rob

On Thu, Nov 17, 2022 at 7:12 AM Jerald Gary <jgary@comcapinv.com> wrote:

Rob,

I would like to hop on a call to discuss the October invoice before that is paid. Please let me know your availability and I am happy to address it after we speak.

Also, please let me know if you are interested in extending our agreement. You sent me an invoice for November and our contract expired in October.

Once I get clarity on that, we can move forward with making sure these invoices are addressed.

My operations manager is asking for an end of engagement report - is that something you could do?

Best,

J

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On Nov 8, 2022, at 15:21, Robert Rose <rob.rose@rosecapgroup.com> wrote:

FILED DATE: 5/18/2023 4:34 PM 20231111657

FILED DATE: 5/18/2023 4:34 PM 2023111657

Jerald,

We can discuss the progress of your application once these invoices are addressed.

--

Robert (Rob) Rose

Managing Director | Rose Capital Group LLC

Cell: (773) 830-2531

rob.rose@rosecapgroup.com

<https://www.rosecapgroup.com/>

[Schedule meeting](#)

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Robert (Rob) Rose

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[Schedule meeting](#)

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[Schedule meeting](#)



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