MEMORANDUM OF UNDERSTANDING

Between

BEACON

and

CONTINENTAL

Regarding Crawford/Continental Apartments — Bloomington, Indiana

Effective Date: _____

1. PURPOSE

This Memorandum of Understanding ("MOU") is entered into by and between Beacon (formerly known as Shalom), a nonprofit organization located in Bloomington, Indiana ("Beacon"), and Continental ("Continental"), the managing agent of Crawford I and Crawford II Apartments, Bloomington, Indiana (the "Project"). The purpose of this MOU is to set forth the mutual understandings, commitments, and cooperation between the parties as the nature and scope of the Project undergoes transition to primarily PBV funding, and to provide a transparent framework for the continued delivery of housing stability and supportive services to residents of the Project to the extent each party is funded and authorized to do so.

2. BACKGROUND

The parties acknowledge the following background facts:

2.1 Beacon is a nonprofit organization that receives funding through the U.S. Department of Housing and Urban Development (201cHUD201d), the American Rescue Plan Act (201cARP201d), other governmental sources, and private donations. Beacon uses those funds to provide financial aid and supportive case management services to individuals experiencing homelessness or who are at elevated risk of homelessness, including persons with disabilities.

2.2 Continental is the managing agent of the Crawford Apartments ("Project") located in Bloomington, Indiana. Continental has recently undertaken a larger and more active ownership role in the management and operation of the Project and has determined to modify the types of housing offered and the resident population served at the Project going forward.

2.3 Prior Collaboration. Beacon has historically provided substantial HUD-funded and ARP-funded staffing, case management, and supportive services at the Project. As a result of the changes Continental is implementing, Beacon's financial support in the Project will be significantly reduced , no longer being responsible for rent for the residents.

2.4 Transition. The parties wish to memorialize their respective understandings of the current state of the Project, agree upon a framework for the transition period, and document their

Doc ID: b84884d2ab5892740527cd881e7419d6de91dfe0

ongoing commitments to one another and to the residents of the Project. This MOU augments prior agreements between the Project owner and Beacon related to the Project and those agreements remain in force. In the event of conflict between this MOU and the prior agreements, those agreements shall prevail.

3. EACH PARTY'S UNDERSTANDING OF THE PROJECT

3.1 Beacon's Understanding. Beacon understands that Continental is in the process of modifying the operational model of the Project, including limiting the types of housing offered and transitioning to a different resident population. Beacon understands that, as a result of these changes, the funding Beacon receives will be limited to funding for supportive services and grant administration as described in prior agreements.

3.2 Continental's Understanding. Continental understands that Beacon is a mission-driven nonprofit whose capacity to provide services at the Project is directly tied to available funding streams. Continental acknowledges that Beacon's future staffing and service levels at the Project will reflect the transition from HUD-funded programming to a reduced, ARP-funded model, and that Beacon's obligations hereunder are expressly conditioned upon the continuation of applicable funding at sufficient levels. Continental understands that Beacon is limited to providing services to resident populations with certain attributes as prescribed by Beacon's funding (in brief, chronically homeless who become housed through coordinated entry).

4. BEACON'S COMMITMENTS AND SERVICES

4.1 Transition to Reduced Staffing Model. Beacon commits that, to the extent it continues to receive ARP funding at existing levels, it will maintain approximately four (4) full-time equivalent ("FTE") staff members dedicated to housing stability case management services at the Project. Beacon further commits that, to the extent it continues to receive funding through HUD at existing levels, it will maintain approximately three and a half (3.5) FTE staff members dedicated to housing stability case management services at the Project. Failure to maintain the staffing levels described herein for more than thirty (30) consecutive business days, except in documented emergency circumstances, shall constitute a material breach of this MOU.

4.2 Current Staffing — For Reference. The following reflects Beacon's staffing model as of the effective date of this MOU, which will be subject to the transition described in Section 4.1 above:

ARP-Funded Staff (4.0 FTEs — approximately 160 hours per week):

(a) Housing Stability Case Manager — 40 hours/week, Monday through Friday, 9:00 a.m. to 5:00 p.m.

(b) Housing Stability Case Manager — 40 hours/week, Monday through Friday, 10:00 a.m. to 6:00 p.m.

(c) Cleaning and Life Skills Case Manager — 40 hours/week, Monday, Wednesday, and Friday 10:00 a.m. to 6:00 p.m.; Tuesday and Thursday 5:00 p.m. to 1:00 a.m.

Doc ID: b84884d2ab5892740527cd881e7419d6de91dfe0

(d) Nighttime Case Manager — 40 hours/week, Tuesday through Saturday, 6:00 p.m. to 2:00 a.m.

Beacon/HUD-Funded Caseworkers and Staff (3.5 FTEs — approximately 140 hours per week):

(a) Program Director — 30 hours/week, approximately 6 hours per day between 1:00 p.m. and 9:00 p.m.

(b) Team Lead — 30 hours/week, approximately 6 hours per day between 8:00 a.m. and 4:00 p.m.

(c) Housing Stability Case Manager — 30 hours/week, approximately 6 hours per day between 8:00 a.m. and 4:00 p.m.

(d) Housing Stability Case Manager — 30 hours/week, approximately 6 hours per day between 8:00 a.m. and 4:00 p.m.

(e) Housing Stability Case Manager — 10 hours/week, flexible schedule.

(f) Housing Stability Case Manager — 10 hours/week, flexible schedule.

All staffing and services described above are subject to the continued availability of applicable funding.

All hours listed are approximate and subject to change. Beacon staff hours are not equivalent to hours on-site, as the demands of the role frequently require staff to provide off-site resident supports and services. The primary function of this staffing is weekly, in-home housing stability case management.

4.3 Nature of Services. Beacon's case management services are focused on housing stability and shall include, but are not limited to: in-home case management visits; assistance with housing applications and lease compliance; connection to community resources; life skills support; and coordination with Continental and other service providers as appropriate.

Beacon shall perform such services in a professional and timely manner consistent with industry standards and applicable funding requirements. Repeated resident complaints, repeated failures to perform required services, excessive staff turnover resulting in service interruptions, or failure to maintain adequate staffing shall constitute grounds for termination by Continental.

4.4 Funding Contingency. All commitments made by Beacon in this MOU are expressly conditioned upon Beacon receiving continued funding from HUD, ARP, or other applicable sources at levels sufficient to support the described services. In the event of a material reduction or termination of applicable funding, Beacon shall provide Continental with reasonable advance written notice and the parties shall confer in good faith regarding any necessary modifications to Beacon's role at the Project. Beacon acknowledges that modest, temporary gaps in service coverage may occur due to staff transitions resulting from resignation or termination but Beacon will work diligently to fill those gaps. In the event Beacon's funding is reduced, terminated, modified, or otherwise becomes insufficient to allow Beacon to perform its obligations under this MOU, Continental may immediately terminate this MOU upon written notice.

Doc ID: b84884d2ab5892740527cd881e7419d6de91dfe0

4.5 Reporting Requirements. Beacon shall provide Continental with weekly written reports identifying staffing levels, employee vacancies, hours worked at the Project, resident contacts, services provided, and any interruptions in service, including resident cancellations or refusal to participate in case management. Beacon shall immediately report to Continental any condition observed during case management visits that affects the Project, including known unauthorized occupants and visitors in resident units, property damage, cleanliness issues, and pests. Failure to provide such reports shall constitute a material breach of this MOU. **Beacon will produce reports to Continental on a weekly basis from the prior week, no later than 5 business days following the completion of the prior week. For example, for the week ending 8/8/26 Beacon would provide the report to Continental no later than 8/15/26.**

4.6 Cooperation. Beacon agrees to cooperate with Continental with all federal, state, local, and funding requirements at the Project.

5. CONTINENTAL'S COMMITMENTS

5.1 Cooperation. Continental agrees to cooperate with Beacon's staff in the performance of housing stability case management services at the Project, including providing reasonable access to residents and common areas as necessary for Beacon to fulfill its obligations hereunder. Beacon acknowledges that Continental retains sole authority over the management, operation, policies, resident selection, resident discipline, and leasing decisions relating to the Project.

5.2 Project Operations. Continental agrees to provide the following in connection with the ongoing operation of the Project and Beacon's participation therein:

(a) ***[TO BE DETERMINED — pending discussion with Continental]***
(b) ***[TO BE DETERMINED — pending discussion with Continental]***
(c) ***[TO BE DETERMINED — pending discussion with Continental]***

The parties agree to supplement this Section 5.2 by written amendment following completion of discussions between the parties regarding Continental's specific obligations.

5.3 Notice of Material Changes. Continental agrees to provide Beacon with reasonable advance written notice of any material changes to the Project, including but not limited to changes to the resident population, changes to the scope of housing offered, or any changes that would affect Beacon's ability to deliver services or maintain its funding compliance.

6. MUTUAL COMMITMENTS AND COOPERATION

6.1 Communication. The parties agree to maintain open and regular communication regarding the status of the Project, resident needs, service delivery, and any funding changes that may affect this MOU. Each party shall designate a primary contact person for purposes of communications under this MOU.

Doc ID: b84884d2ab5892740527cd881e7419d6de91dfe0

6.2 Good Faith. The parties agree to deal with one another in good faith and to work collaboratively when reasonably practical toward the shared goal of providing stable, safe, and supportive housing to the residents of the Project, consistent with the mission of each organization and the requirements of applicable funding sources.

6.3 Compliance with Law. Each party agrees to comply with all applicable federal, state, and local laws and regulations in connection with its activities at or relating to the Project, including all requirements imposed by HUD, ARP, or other applicable funding agencies.

6.4 Amendment. This MOU may be amended at any time by the written mutual agreement of both parties. Any amendment shall be executed by an authorized representative of each party and attached hereto.

7. TERM AND TERMINATION

7.1 Term. This MOU shall become effective as of the date last signed below and shall remain in effect for an initial term of one (1) year, unless earlier terminated as provided herein. Thereafter, this MOU shall automatically renew for successive one-year terms unless either party provides written notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 Termination for Convenience. Either party may terminate this MOU at any time, with or without cause, upon thirty (30) days' prior written notice to the other party.

7.3 Termination for Cause. Either party may terminate this MOU immediately upon written notice in the event the other party materially breaches any provision of this MOU and fails to cure such breach within fifteen (15) days after receiving written notice thereof.

7.4 Effect of Termination. Upon termination of this MOU, the parties shall cooperate in good faith to ensure an orderly transition of services and to minimize disruption to Project residents. Termination shall not relieve either party of obligations accrued prior to the effective date of termination.

8. GENERAL PROVISIONS

8.1 Non-Binding Nature as to Funding. This MOU is not a contract for the provision of funding or a guarantee of any funding level. Nothing herein shall be construed to obligate either party to expend funds in excess of those available and authorized for the purposes described herein.

8.2 No Partnership or Agency. Nothing in this MOU shall be construed to create a partnership, joint venture, employment relationship, or agency relationship between the parties. Each party shall at all times remain an independent entity.

Doc ID: b84884d2ab5892740527cd881e7419d6de91dfe0

8.3 Entire Agreement. This MOU, together with any attachments and written amendments, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior understandings, agreements, representations, and communications, whether written or oral, relating thereto.

8.4 Counterparts. This MOU may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures and PDF signatures shall be deemed valid and binding.

8.5 Authority. Each party represents and warrants that the person executing this MOU on its behalf has full authority to do so and to bind such party to the terms hereof.

8.6 Subordination to Governmental Requirements. This MOU, and the parties' respective obligations hereunder, shall be subordinate to any and all applicable requirements imposed by the State of Indiana, the U.S. Department of Housing and Urban Development, and any other state or federal agency having jurisdiction. In the event that any such state or federal authority requires modification of this MOU or of either party's performance hereunder, the parties agree to make such modifications as are reasonably necessary to comply. Notwithstanding the foregoing, nothing in this MOU shall be construed to render this MOU subordinate to, or to require modification at the direction of, Monroe County, Indiana, the City of Bloomington, Indiana, or any agency, department, or instrumentality thereof.

8.7 Audit and Verification Rights. Upon reasonable notice, Continental may verify Beacon's compliance with the staffing and service obligations set forth herein, including review of schedules, staffing assignments, and service-delivery records, subject to applicable confidentiality requirements.

8.8 Residual Obligations. Except for those commitments and obligations expressly allocated to Beacon under this MOU, all other commitments and obligations relating to the Project that are not otherwise set forth herein shall be the responsibility of Continental (Crawford/Continental), and Continental hereby agrees to assume and perform the same.

Doc ID: b84884d2ab5892740527cd881e7419d6de91dfe0

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the date last written below.

BEACON

Forrest Gilmore, Executive Director

09 / 09 / 2026

Date

CONTINENTAL

T. VanFox

Signature

T. VanFox, President

Name and Title

09/23/26

Date

Doc ID: b84884d2ab5892740527cd881e7419d6de91dfe0