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Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 05/14/2013 03:45 PM Pg: 1 of 18

THIS INSTRUMENT PREPARED BY  
AND AFTER RECORDING RETURN TO:

BRIDGEVIEW BANK GROUP  
4753 N. BROADWAY  
CHICAGO, IL 60640

61515000-12424

INTERCREDITOR AND SUBORDINATION AGREEMENT

THIS INTERCREDITOR AND SUBORDINATION AGREEMENT (the "Agreement") dated as of April 30, 2013, is entered into by and among ALBERT F. MOORE, JR., as Successor to Marcella M. Moore as Trustee of the Marcella M. Moore Living Trust dated January 29, 1993, as amended or restated (the "Subordinated Lender") and BRIDGEVIEW BANK GROUP (the "Senior Lender").

In consideration of the mutual covenants contained herein, the parties hereto hereby agree as follows:

1. Definitions. The following terms shall have the following meanings:

"Agreement": this Intercreditor and Subordination Agreement, as same may be amended, modified or otherwise supplemented from time to time

"Borrowers": AFM PROPERTIES, LLC, an Illinois limited liability company, ALBERT F. MOORE, JR. individually.

"Default Notice": a copy of any written notice of default hereunder or under the Senior Loan Documents given by Senior Lender or a copy of any written notice of default hereunder or under the Subordinated Loan Documents given by or on behalf of Subordinated Lender, as the case may be.

"Enforcement Action": the commencement of the exercise of any remedies against Borrowers or the Property, including without limitation the commencement of any litigation or proceeding, including the commencement of any foreclosure proceeding, the exercise of any power of sale, the sale by advertisement, the taking of a deed or assignment in lieu of foreclosure, the obtaining of a receiver or the taking of any other enforcement action against, or the taking of possession or control of, any Borrower or the Property, but specifically excluding (a) requests and demands made upon Borrowers by delivery of notices (including, but not limited to, Default Notices) to Borrowers; (b) the cure by Subordinated Lender of any Senior Loan Default by Borrowers under the Senior Loan Documents as provided herein; (c) assertion or enforcement of any right of Subordinated Lender to receive payment from proceeds, if any, of a

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foreclosure sale of the Property incidental to foreclosure of the Liens or security interests of the Senior Loan Documents which remain after payment of costs and expenses of such foreclosure and payment and satisfaction in full of the Senior Liabilities; and (d) filing and prosecuting claims in any Proceeding or Insolvency Event concerning any Borrower as may be required to protect and preserve the right of Subordinated Lender to participate in such Proceeding or Insolvency Event as creditor and to participate in distributions of assets of such Borrower in said Proceeding with respect to the Subordinated Liabilities in accordance with the terms of this Agreement.

**“Insolvency Event”**: (a) Any Borrower commences any case, proceeding or other action (1) under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization, conservatorship or relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (2) seeking appointment of a receiver, trustee, custodian, conservator or other similar official for it or for any part of the Property or for all or any substantial part of its assets, or any Borrower makes a general assignment for the benefit of its creditors; or (b) any case, proceeding or other action of a nature referred to in clause (a) above is commenced against any Borrower which (1) results in the entry of an order for relief or any such adjudication or appointment or (2) remains undismissed, undischarged or unbonded for a period of 60 days; or (c) any case, proceeding or other action is commenced against any Borrower seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets which results in the entry of an order for any such relief which shall not have been vacated, discharged, or stayed or bonded pending appeal within 60 days from the entry thereof, or (d) any Borrower takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (a), (b) or (c) above; or (e) any Borrower generally does not pay, or is unable to pay, or admits in writing its inability to pay, its debts as they become due.

**“Lien”**: any mortgage, deed of trust, pledge, hypothecation, assignment, deposit arrangement, security interest, encumbrance, lien (statutory or other and including without limitation, any attachment, levy or judgment lien), preference, priority, or other security agreement or other preferential arrangement whatsoever, including, without limitation, any right of setoff (statutory or otherwise), any conditional sale or other title retention agreement, the interest of a lessor under a lease, any financing lease having substantially the same economic effect as any of the foregoing and the filing of any financing statement (other than a financing statement filed by a “true” lessor pursuant to Section 9-408 of the Uniform Commercial Code or other comparable law of any jurisdiction) naming the owner of the asset to which such lien relates as debtor.

**“Obligors”**: Borrowers and any other party or parties liable for payment or performance under the Senior Loan Documents or the Subordinated Loan Documents, as applicable.

**“Proceedings”**: “Proceedings,” as defined in Section 7(b) of this Agreement.

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**“Property”**: the real property legally described on Exhibit “A” attached hereto and hereby made a part hereof and all improvements and fixtures located thereon.

**“Protective Advances”**: “Protective Advances,” as defined in Section 5 of this Agreement.

**“Senior Lender”**: Bridgeview Bank Group

**“Senior Liabilities”**: the collective reference to the unpaid principal of and interest on the Senior Note including, without limitation, interest accruing at the then applicable rates provided in the Senior Loan Agreement after the maturity of the Senior Loan and interest accruing at the then applicable rate provided in the Senior Loan Agreement after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to Borrowers, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding.

**“Senior Loan”**: the loan made by Senior Lender to Borrowers pursuant to the Senior Loan Agreement in the principal amount **One Million Seven Hundred Seventeen Thousand and 00/100 Dollars (\$1,717,000.00)**.

**“Senior Loan Agreement”**: the Loan Agreement dated as of April 30, 2013, by and between Borrowers and Senior Lender as such Loan Agreement, subject to the terms, conditions, restrictions and limitations of this Agreement, may be further amended, modified or supplemented from time to time.

**“Senior Loan Default”**: the occurrence of a default after the expiration of any applicable notice and cure period under the Senior Loan Documents.

**“Senior Loan Documents”**: the collective reference to the Senior Loan Agreement, the Senior Note, the Senior Mortgage and all other documents that from time to time evidence the Senior Liabilities or secure or support payment or performance thereof.

**“Senior Mortgage”**: the Mortgage, Assignment of Rents and Leases and Security Agreement dated as of April 30, 2013, made by Borrowers in favor of Senior Lender, creating a Lien on the Property to secure repayment of the Senior Liabilities.

**“Senior Note”**: that certain Mortgage Note dated as of April 30, 2013, in the original principal amount of **One Million Seven Hundred Seventeen Thousand and 00/100 Dollars (\$1,717,000.00)**.

**“Subordinated Lender”**: **ALBERT F. MOORE, JR., as Successor to Marcella M. Moore as Trustee of the Marcella M. Moore Living Trust dated January 29, 1993, as amended or restated.**

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**“Subordinated Liabilities”**: the collective reference to the unpaid principal of and interest on the Subordinated Note and all other direct obligations and liabilities of Borrowers to Subordinated Lender (including, without limitation, interest accruing at the then-applicable rate provided in the Subordinated Note after the maturity of the Subordinated Loan.

**“Subordinated Loan”**: the loan made by Subordinated Lender represented by the Subordinated Note in the principal amount **Five Hundred Seven Thousand Three Hundred Fifty Nine and 06/100 Dollars (\$507,359.06)**.

**“Subordinated Loan Default”**: the occurrence of a default after the expiration of any applicable notice and cure period under the Subordinated Loan Documents.

**“Subordinated Loan Documents”**: the collective reference to the Subordinated Note, the Subordinated Mortgage and any other documents or instruments that from time to time evidence the Subordinated Liabilities or secure or support payment or performance thereof.

**“Subordinated Mortgage”**: that certain Second Mortgage dated October 1, 2003, as assigned and assumed, and recorded November 13, 2003, as Document 0331742190 made by Albert F. Moore Jr., as Trustee under the Albert F. Moore, Jr. Intervivos Trust dated September 29, 1995, as amended and restated to Marcella M. Moore, as Trustee under the Marcella M. Moore Living Trust dated January 29, 1993, to secure a Note for **Five Hundred Seven Thousand Three Hundred Fifty Nine and 06/100 Dollars (\$507,359.06)**.

**“Subordinated Note”**: that certain note as of October 1, 2003, as amended, made by Borrowers to Subordinated Lender in the original principal amount of **Five Hundred Seven Thousand Three Hundred Fifty Nine and 06/100 Dollars (\$507,359.06)**.

The words **“hereof”**, **“herein”** and **“hereunder”** and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement and section and paragraph references are to this Agreement unless otherwise specified. The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

## 2. Lien Subordination.

(a) Subordinated Lender agrees, for itself and each future holder of the Subordinated Liabilities and subject to the terms, conditions, restrictions and limitations of this Agreement, that the Subordinated Mortgage and other Subordinated Loan Documents which encumber the Property are expressly **“subordinate and junior in lien and terms”** (as that phrase is defined in Section 2(b) below) to the Senior Mortgage and the other Senior Loan Documents.

(b) **“Subordinate and junior in lien and terms”** means that, unless and until the Senior Liabilities have been indefeasibly paid in full, the Liens on the Property granted to Subordinated Lender to secure the Subordinated Liabilities shall constitute and be a second

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priority security position subject, subordinate and postponed in lien and priority to the Liens granted to Senior Lender in the Property to secure the Senior Liabilities.

(c) **Consent to Lien and Loan Documents.** Notwithstanding anything to the contrary in any Senior Loan Documents, Senior Lender consents to the Subordinated Loan Documents (subject to the terms of this Agreement), and to the Liens created and granted to Subordinated Lender under the Subordinated Loan Documents in the Property. Notwithstanding anything to the contrary in any of the Subordinated Loan Documents, Subordinated Lender consents to the Senior Loan Documents (subject to the terms of this Agreement) and to the Liens created and granted to Senior Lender under the Senior Loan Documents in the Property.

3. **Subordination of Payment** Except as specifically set forth in this Section 3, until the Senior Liabilities have been paid in full, the payment of the Subordinated Liabilities shall be postponed and subordinated to the payment of all of the Senior Liabilities, and the Subordinated Lender shall accept no payments or other distributions whatsoever on account of the Subordinated Liabilities. Further, no property or assets of any Obligor be applied to the purchase, acquisition or retirement of any Subordinated Liabilities. Provided, however; so long as there is no default beyond any applicable note and cure period under the Senior Loan Documents, Subordinated Lender may accept regularly scheduled payments of principal and interest on account of the Subordinated Liabilities along with such additional payments of principal so long as such additional principal payments do not have a material, negative effect on the Obligors' ability to perform their obligations and make the payments required under the Senior Loan Documents.

4. **Senior Claims and Subordinated Claims**

(a) Prior to accelerating the maturity of the Senior Loan or exercising any other right or remedy under or with respect to the Senior Loan or the Senior Loan Documents or at law or in equity on account of any Senior Loan Default, Senior Lender shall send to Subordinated Lender a copy of any Default Notice required under the Senior Loan Documents. If the Senior Loan Default or Senior Loan Defaults described in such Default Notice is or are curable by Subordinated Lender, Senior Lender shall permit Subordinated Lender at its election and without any obligation to do so, to cure such Senior Loan Default or Senior Loan Defaults within the time periods provided in the Senior Loan Documents.

(b) For as long as Subordinated Lender has the right to cure any Senior Loan Default pursuant to the foregoing terms of this Section, Senior Lender shall not accelerate or foreclose the Senior Loan or exercise any of Senior Lender's other rights or remedies under or with respect to the Senior Loan or the Senior Loan Documents or at law or in equity, except only for actions, payments or advances made by Senior Lender to the extent deemed necessary by Senior Lender in its sole discretion to protect and preserve the Property. Senior Lender shall accept performance by Subordinated Lender under this Section in lieu of performance by Borrowers, and all payments made and all things done and performed by Subordinated Lender shall be effective to prevent the enforcement of any of Senior Lender's rights and remedies under the Senior Loan Documents to the same extent as if performed by Borrowers. Upon any such

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cure in accordance with the terms of this Section, and provided no other Senior Loan Default has occurred and is continuing, the Senior Loan shall be fully reinstated. If a Senior Loan Default is not cured within the applicable time period provided in the Senior Loan Documents, Senior Lender may enforce its rights and remedies under the Senior Loan Documents, including without limitation, acceleration of the Senior Liabilities and foreclosure of the Senior Mortgage.

(c) Subordinated Lender shall not commence any Enforcement Action in connection with any Subordinated Loan Default; provided, however, that Subordinated Lender is not prohibited, at any time, from commencing, conducting and/or pursuing those remedies or actions described in subsections (a) through (d) inclusive in the definition of "Enforcement Actions" hereinabove.

5. **Modification of Senior Loan Documents.** The Senior Loan Documents may be amended without the prior written consent of Subordinated Lender. In addition, Senior Lender may advance such additional sums as Senior Lender may in its reasonable discretion deem necessary to protect or preserve the Property (including without limitation, advances to pay taxes, assessments, insurance premiums and to repair, maintain and preserve the Property, (collectively, the "Protective Advances"), notwithstanding that such Protective Advances may cause the Senior Liabilities to exceed the face amount of the Senior Note.

6. **Modification of Subordinated Loan Documents.** Except as prohibited below in this Section, Subordinated Lender shall have the right to modify, amend and supplement the Subordinated Loan Documents without the consent of Senior Lender. Unless and until the Senior Liabilities shall have been fully paid, Subordinated Lender shall not without Senior Lender's prior written consent amend, modify or supplement the Subordinated Loan Documents to (i) modify the definition of an event of default under the Subordinated Loan Documents in a manner which shortens grace or cure periods or adds any additional act or omission that would constitute a Subordinated Loan Default, or (ii) increase the payments due under the Subordinated Note.

7. **Additional Provisions Concerning Subordination.**

(a) Unless and until the Senior Liabilities have been paid in full, Subordinated Lender agrees that, upon the occurrence and during the pendency of any Insolvency Event, any payment or distribution of the Property, whether in cash, property or securities, to which Subordinated Lender would be entitled except for the provisions hereof, shall be paid or delivered by Borrowers, or any receiver, trustee in bankruptcy, liquidating trustee, disbursing agent or other Person making such payment or distribution, directly to Senior Lender, to the extent necessary to pay in full the Senior Liabilities, before any payment or distribution shall be made to Subordinated Lender.

(b) Upon the occurrence and during the pendency of any proceeding against any Borrower under any existing or future law or statute relating to bankruptcy, insolvency, reorganization, receivership or relief of debtors (a "Proceeding") commenced by or against such Borrower at a time when the Senior Liabilities have not been paid in full, Subordinated Lender

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shall retain all rights it would have under applicable law to participate and exercise Subordinated Lender's rights in any such Proceeding, including, without limitation, membership on creditors' committees, voting on or proposing a plan of reorganization and to file any proof of claim with respect to the Subordinated Liabilities.

8. **No Partnership; Responsibilities.** The execution of this Agreement shall not create or be construed as creating a partnership, joint venture, other joint enterprise or any special relationship between Senior Lender and Subordinated Lender.

9. **Representations and Warranties of Subordinated Lender.** Subordinated Lender represents and warrants to Senior Lender that:

(a) Subordinated Lender is the owner and holder of the Subordinated Loan and the Subordinated Loan Documents;

(b) there is no assignment to any party of any of Subordinated Lender's rights under any of the Subordinated Loan Documents;

(c) Subordinated Lender has provided to Senior Lender true, correct and complete copies of the Subordinated Loan Documents, the Subordinated Loan Documents have not been modified or amended and the Subordinated Loan Documents represent the entire agreement of Subordinated Lender and Borrowers with respect to the Subordinated Liabilities;

(d) Subordinated Lender has the corporate power and authority to execute and deliver and to perform its obligations under this Agreement and has taken all necessary corporate action to authorize its execution, delivery and performance of this Agreement;

(e) this Agreement constitutes a legal, valid and binding obligation of Subordinated Lender;

(f) the execution, delivery and performance of this Agreement will not violate any provision of any Law(s) or contractual obligation of Subordinated Lender and will not result in the creation or imposition of any Lien on any of the properties or revenues of such Subordinated Lender pursuant to any Law(s) affecting or any contractual obligation of Subordinated Lender, except the interest of Senior Lenders under this Agreement; and

(g) no consent or authorization of, filing with, or other act by or with respect to, any arbitrator or governmental authority and no consent of any other Person (including, without limitation, any stockholder or creditor of Subordinated Lender), is required which has not been obtained in connection with the execution, delivery, performance, validity or enforceability of this Agreement.

10. **Representations and Warranties of Senior Lender.** Lender represents and warrants to Subordinated Lender that:

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(a) Senior Lender is the owner and holder of the Senior Loan and the Senior Loan Documents;

(b) there is no assignment to any party of any of Senior Lender's rights under any of the Senior Loan Documents;

(c) Senior Lender has provided to Subordinated Lender true, correct and complete copies of the Senior Loan Documents, the Senior Loan Documents have not been modified or amended and the Senior Loan Documents represent the entire agreement of Senior Lender and Borrowers with respect to the Senior Liabilities;

(d) Senior Lender has the corporate power and authority to execute and deliver and to perform the obligations of Senior Lender under this Agreement and has taken all necessary corporate action to authorize the execution, delivery and performance of this Agreement;

(e) this Agreement constitutes a legal, valid and binding obligation of Senior Lender;

(f) the execution, delivery and performance of this Agreement will not violate any provision of any Law(s) or contractual obligation of Senior Lender and will not result in the creation or imposition of any Lien on any of the properties or revenues of Senior Lender pursuant to any law(s) affecting, or any contractual obligation of Senior Lender;

(g) no consent or authorization of, filing with, or other act by or with respect to, any arbitrator or governmental authority and no consent of any other person is required which has not been obtained in connection with the execution, delivery, performance, validity or enforceability of this Agreement; and

(h) no Senior Loan Default has occurred and is continuing as of the date hereof.

**11. No Default.** Senior Lender agrees that the granting of the Liens in the Property to Subordinated Lender pursuant to the Subordinated Loan Documents and the terms of this Agreement shall not, in and of itself, constitute a Senior Loan Default.

**12. Default Under Senior Loan.** The occurrence of a Senior Loan Default shall constitute a Subordinated Loan Default. In the event of any Senior Loan Default which Subordinated Lender is entitled to cure in accordance with Section 4, any payments made or any acts performed by Subordinated Lender that are necessary to cure such Senior Loan Default shall be added to the principal indebtedness secured by the Subordinated Loan Documents. Notwithstanding the foregoing, the occurrence of a Subordinated Loan Default shall not, in and of itself, constitute a Senior Loan Default; provided however, that the events or circumstances giving rise to a Subordinated Loan Default may also result in a Senior Loan Default.



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## 13. Remedies.

(a) Without in any way limiting any rights or remedies of Senior Lender hereunder or at law or equity, in the event of a breach by Subordinated Lender of any of the terms, covenants or provisions of this Agreement, Senior Lender shall have, without limitation, the right to specific performance of the terms, covenants and provisions so breached. The rights and remedies provided to Senior Lender in this Agreement, the Senior Loan Documents and in all other agreements, instruments and documents referred to in any of the foregoing are cumulative and shall not be exclusive of any rights or remedies provided by law or equity; however, the exercise of such rights and remedies is subject to the terms of this Agreement.

(b) Without in any way limiting any rights or remedies of Subordinated Lender hereunder or at law or equity, in the event of a breach by Senior Lender of any of the terms, covenants or provisions of this Agreement, Subordinated Lender shall have, without limitation, the right to specific performance of the terms, covenants and provisions so breached. The rights and remedies provided to Subordinated Lender in this Agreement, the Subordinated Loan Documents and in all other agreements, instruments and documents referred to in any of the foregoing are cumulative and shall not be exclusive of any rights or remedies provided by law or equity; however, the exercise of any of such rights and remedies is subject to the terms of this Agreement.

(c) Senior Lender and Subordinated Lender each hereby irrevocably waives any defense based upon the adequacy of a remedy at law which may be asserted as a bar to the remedy of specific performance and waives any requirement of the posting of any bond which might otherwise be required before such remedy of specific performance is granted.

14. Provisions Applicable After Bankruptcy. The provisions of this Agreement shall continue in full force and effect notwithstanding the occurrence of any Proceeding or Insolvency Event.

15. Further Assurances. Senior Lender and Subordinated Lender, at their own expense and at any time from time to time, upon the written request of any party hereto, shall promptly and duly execute and deliver such further instruments and documents, in form and substance reasonably satisfactory to the party requested to take such action, and take such further reasonable actions as any party hereto reasonably may request, for the purposes of obtaining or preserving the full benefits of this Agreement and the rights and powers herein granted.

## 16. Expenses.

(a) Subordinated Lender agrees to indemnify and to hold Senior Lender harmless for any and all expenses and obligations, including reasonable attorneys' fees, as

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they arise, relating to actions of Subordinated Lender taken in contravention of this Agreement.

(b) Senior Lender agrees to indemnify and to hold Subordinated Lender harmless for any and all expenses and obligations, including reasonable attorneys' fees, as they arise relating to actions of Agent or Senior Lenders taken in contravention of this Agreement.

**17. Provisions Define Relative Rights.** This Agreement is intended solely for the purpose of defining the relative rights of Senior Lender on the one hand and Subordinated Lender on the other, and no other person shall have any right, benefit or other interest under this Agreement. No provision of this Agreement shall be deemed to subordinate, to any extent, any claim or right of Subordinated Lender to any claim against Borrowers by any creditor or other Person other than Senior Lenders with respect to the Property.

**18. Powers Coupled With An Interest.** All powers, authorizations and agencies contained in this Agreement are coupled with an interest and are irrevocable until the Senior Liabilities are indefeasibly paid in full.

**19. Notices.** Any notice, demand or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if and when personally delivered, or on the first business day after delivery to recognized national overnight service, or on the second business day after being deposited in United States registered or certified mail, postage prepaid, and addressed to a party at its address set forth below or to such other address the party to receive such notice may have designated to all other parties by notice in accordance herewith:

if to Senior Lender:	Bridgeview Bank Group 7940 South Harlem Avenue Bridgeview, Illinois 60455 Attention: Erik Ingbretson
with a copy to:	Schain, Burney, Banks & Kenny, Ltd. 70 West Madison Street Chicago, Illinois 60602 Attn: David J. O'Keefe
if to Subordinated Lender:	ALBERT F. MOORE, JR., as Successor to Marcella M. Moore as Trustee of the Amended and Restated Marcella M. Moore Living Trust dated March 31, 1998 c/o A.F. Moore & Assoc., Inc. 8908 S. Harlem Avenue Bridgeview, Illinois 60455

or to such other address the party to receive such notice may have theretofore furnished to all other parties by notice in accordance herewith. Except as otherwise specifically required herein,

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no notice of the exercise of any right or option granted to Mortgagee herein is required to be given.

**20. Counterparts.** This Agreement may be executed by one or more of the parties on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

**21. Severability.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

**22. Amendments in Writing; No Waiver; Cumulative Remedies.**

(a) None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by Senior Lender and Subordinated Lender.

(b) No failure to exercise, nor any delay in exercising, on the part of Senior Lender or Subordinated Lender, any right, power or privilege hereunder shall operate as a waiver thereof except to the extent such failure to exercise or delay in exercising extends beyond the time period therefor as expressly set forth herein. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Time is of the essence with respect to each and every provision of this Agreement.

(c) The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

**23. Section Headings.** The section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

**24. Successors and Assigns.** This Agreement shall be binding upon the successors and assigns of Senior Lender and Subordinated Lender and shall inure to the benefit of Senior Lender, Subordinated Lender and their successors and assigns.

**25. Governing Law, Jurisdiction and Waiver of Jury Trial.** THIS AGREEMENT WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS WITHOUT REGARD TO ITS CONFLICTS OF LAWS AND PRINCIPLES, AND SENIOR LENDER, SUBORDINATED LENDER HEREBY AGREES TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE STATE OF ILLINOIS AND CONSENTS THAT ALL SERVICE OF PROCESS MAY BE MADE BY

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NOTICE IN ACCORDANCE WITH SECTION 19 HEREOF DIRECTED TO SENIOR LENDER OR SUBORDINATED LENDER, AS APPLICABLE SUBORDINATED LENDER AND SENIOR LENDER EACH WAIVES ANY OBJECTION BASED ON *FORUM NON CONVENIENS* AND ANY OBJECTION TO VENUE OF ANY ACTION INSTITUTED HEREUNDER. SUBORDINATED LENDER AND SENIOR LENDER EACH WAIVES (TO THE EXTENT PERMITTED BY APPLICABLE LAW AT THE TIME ANY SUCH ACTION OR PROCEEDING IS BROUGHT) ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT.

**26. No Obligation to Make Additional Loans.** Nothing herein shall create any obligation on the part of Senior Lender with respect to the funding by Senior Lender of any loans or advances in excess of the amounts contemplated in, and pursuant to all conditions set forth under, the Senior Loan Agreement. Nothing herein shall create any obligation on the part of Subordinated Lender with respect to the funding by Subordinated Lender of any loans or advances in excess of the amounts contemplated in, and pursuant to all conditions set forth under, the Subordinated Note.

**27. Disbursement of Loan.** Senior Lender and Subordinated Lender have disbursed or shall disburse the proceeds of the Senior Loan and the Subordinated Loan in accordance with the terms of the Senior Note and the Subordinated Note, respectively.

**28. Constructive Trust.** In the event that Subordinated Lender receives any payment or other distribution of any kind or character from any Obligor from any source whatsoever in respect to any of the Subordinated Liabilities, such payment or other distribution shall be received and shall be held by Subordinated Lender in trust for Senior Lender and promptly turned over by Subordinated Lender to Senior Lender. Subordinated Lender shall cause to be clearly inserted in all promissory notes or other instruments which at any time evidence or secure any of the Subordinated Liabilities, prior to the negotiation, assignment or transfer thereof, statements to the effect that the payment thereof is subordinated in accordance with the terms of this Agreement. Subordinated Lender shall execute such further documents or instruments and take such further action as Senior Lender may require from time to time to carry out the intent of this Agreement.

(a) Subordinated Lender shall have the same cure periods with respect to the Senior Loan Default or Senior Loan Defaults set forth in any Default Notice provided Borrowers under the Senior Loan Documents.

(b) Except as provided in subsection (a) above, Subordinated Lender hereby waives (i) notice of the existence, creation or nonpayment of all or any of the Senior Liabilities; (ii) notice of any advances hereafter to be made under the Senior Loan Documents; and (iii) all diligence in collection or protection of or realization upon the Senior Liabilities or any security therefor.

**29. Covenants of Subordinated Lender.** Subordinated Lender shall not, without the prior written consent of Senior Lender, which consent shall not be unreasonably withheld,

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conditioned or delayed: (a) modify, amend or consent to any modification or amendment of any document evidencing or securing the Subordinated Liabilities; (b) take any action affecting any lease of all or any part of the Property in which Senior Lender claims a security interest (including, without limitation, any action to subordinate any such lease to the Subordinated Loan Documents, or any of them); (c) commence, or join with any other creditor in commencing, any bankruptcy, reorganization or insolvency proceedings with respect to any Obligor; (d) seek to appoint a receiver for (1) the Property, (2) any part thereof, or (3) any Obligor, (e) commence or seek to enforce any remedy under the Subordinated Loan Documents (including without limitation an action to foreclose the lien of the Subordinated Loan Documents) in the event of a Subordinated Loan Default.

**31. Bankruptcy of Any Obligor.** In the event of any dissolution, winding-up, liquidation, readjustment, reorganization or other similar proceedings relating any Obligor or the creditors or property of any Obligor (whether voluntary or involuntary, partial or complete, in bankruptcy, insolvency or receivership, upon an assignment to benefit creditors, any other marshaling of assets and liabilities of such Obligor, or any sale of all or substantially all assets of such Obligor, or otherwise), the Senior Liabilities shall first be paid in full before Subordinated Lender shall be entitled to receive and to retain any payment or distribution with respect to the Subordinated Liabilities. In order to implement the foregoing, (a) all payments and distributions of any kind or character with respect to the Subordinated Liabilities to which Subordinated Lender would be entitled if the Subordinated Liabilities were not subordinated pursuant to this Agreement shall be made directly to Senior Lender prior to payment in full of the Senior Liabilities; and (b) Subordinated Lender shall promptly file any claim or claims, in the form required in such proceedings, for the full outstanding amount of the Subordinated Liabilities, and shall take all steps reasonably requested by Senior Lender to cause said claim or claims to be approved and all payments and other distributions in respect thereof to be made directly to Senior Lender prior to payment in full of the Subordinated Liabilities.

**32. Notices of Default.** Subordinated Lender hereby agrees to give Senior Lender, contemporaneously with the giving thereof to the applicable Obligor, a copy of any Default Notice given to any Obligor regarding any Subordinated Loan Default. Subordinated Lender hereby agrees that the Subordinated Liabilities shall not be accelerated, nor shall any remedies be pursued thereunder.

**33. Insurance Proceeds and Condemnation Awards.** Subordinated Lender agrees that, in the event of a casualty to all or any part of the Property or a condemnation or taking under a power of eminent domain of all or any part of the Property or a threat of a condemnation or taking of all or any part of the Property, all adjustments of insurance claims, condemnation claims and settlements in anticipation of such a condemnation or taking (collectively the "Awards") may be prosecuted, at Senior Lender's election, by Senior Lender and all Awards shall be paid to Senior Lender to be held and disbursed in accordance with the provisions of the Senior Loan Documents. Subordinated Lender hereby irrevocably assigns to Senior Lender all right, title and interest of Subordinated Lender in and to the Awards and irrevocably grants to Senior Lender a power of attorney, coupled with an interest, to execute any and all documents on Subordinated Lender's behalf necessary in connection with the prosecution or settlement of the

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Awards.

**34. Consent to Easement and Plats of Subdivision.** At the direction of Senior Lender, Subordinated Lender hereby agrees to execute, whether or not a Subordinated Loan Default may then exist, any easements, plats of subdivision, non-disturbance agreements, and similar documents in connection with the construction, development, operation, maintenance or marketing of the Property, as Subordinated Lender's interest appear, and Subordinated Lender hereby irrevocably agrees that Senior Lender may, at its sole discretion, in the name of Subordinated Lender or otherwise, execute such documents or instruments. No payment or other consideration need be paid to Subordinated Lender as a condition to its execution and delivery of any such document or instrument.

**35. Acquisition of Fee Title by Senior Lender.** Subordinated Lender hereby agrees that an acquisition of fee title to the Property or any part thereof by Senior Lender, its nominee, or any other person or entity through a foreclosure of the Senior Mortgage (where such foreclosure does not extinguish the security interests created by the Subordinated Loan Documents) or through a deed in lieu of foreclosure is not a "sale or disposition" and will not constitute a Subordinated Loan Default.

**36. Subrogation.** Until such time as the Senior Liabilities have been paid in full, Subordinated Lender waves and releases any and all rights of subrogation which it has against the Property and which subrogation would result in Subordinated Lender obtaining a priority equal or superior to the priority of the Senior Loan Documents for any funds which Subordinated Lender may advance either to cure Senior Loan Defaults or Subordinated Loan Defaults, to discharge liens encumbering the Property, or otherwise to protect the lien of the Subordinated Loan Documents or any of them.

**37. Permitted Actions by Senior Lender.** Subject to the provisions of this Section, Senior Lender may, at any time and from time to time, in its sole discretion, take any or all of the following actions: (a) retain or obtain a security interest in any property to secure any of the Senior Liabilities; (b) retain or obtain the primary or secondary obligation of any Obligor or Obligors with respect to any of the Senior Liabilities; (c) extend or renew the Senior Loan for one or more period of time (whether or not longer than the original period, alter or modify any of the Senior Liabilities, or release or compromise any obligation of any nature of any Obligor with respect to any of the Senior Liabilities; (d) amend any one or more of the Senior Loan Documents, including without limitation increasing or decreasing the principal amount of the Senior Liabilities or the interest payable thereon or extending or renewing the Senior Loan for one or more periods of time; (e) release its security interest in, or surrender, release or permit any substitution or exchange for all or any part of, the Property, extend or renew the Senior Loan for one or more periods of time or release, compromise, alter or modify any obligation of any nature of any Obligor with respect to the Senior Liabilities; and (f) take any such action with respect to the Property and any other collateral for the Senior Liabilities which it may be entitled to take under the Senior Loan Documents or pursuant to applicable law.

**38. Application of Payments.** All payments and distributions received by Senior

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Lender with respect to the Subordinated Liabilities, if any, to the extent received in or converted into cash, may be applied by Senior Lender first to the payment of any and all expenses (including reasonable attorneys' fees and reasonable legal expenses) paid or incurred by Senior Lender in enforcing this Agreement or in endeavoring to collect or realize upon any of the Subordinated Liabilities or any security therefor, and any balance thereof shall, solely as between Subordinated Lender and Senior Lender, be applied by Senior Lender, in such order of application as Senior Lender may from time to time select, toward the payment of the Senior Liabilities remaining unpaid; but, as between any Obligor and the creditors of such Obligor, no such payments or distributions of any kind or character shall be deemed to be payments or distributions with respect to the Senior Liabilities; and, notwithstanding any such payments or distributions received by Senior Lender with respect to the Subordinated Liabilities and so applied by Senior Lender toward the payment of the Senior Liabilities, Subordinated Lender shall be subrogated to the then existing rights of Senior Lender, if any, with respect to the Senior Liabilities only at such time as this Agreement shall have been terminated and Senior Lender shall have received indefeasible payment of the full amount of the Senior Liabilities.

**39. No Waiver by Senior Lender.** Senior Lender shall not be prejudiced in its rights under this Agreement by any act or failure to act by Subordinated Lender or any Obligor, or any non-compliance of Subordinated Lender or any Obligor with any agreement or obligation, regardless of any knowledge thereof which Senior Lender may have or with which Senior Lender may be charged; and no action of Senior Lender permitted hereunder shall in any way affect or impair the rights of Senior Lender and the obligations of Subordinated Lender under this Agreement. No delay on the part of Senior Lender in the exercise of any rights or remedies shall operate as a waiver thereof, and no single or partial exercise by Senior Lender of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy; nor shall any modification or waiver of any of the provisions of this Agreement be binding upon Senior Lender except as expressly set forth in writing duly signed and delivered on behalf of Senior Lender.

[SIGNATURES APPEAR ON FOLLOWING PAGE]


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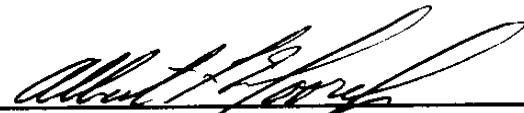
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

SENIOR LENDER:

SUBORDINATED LENDER:

**BRIDGEVIEW BANK GROUP**

By:   
 Name: James Griffin  
 Title: Vice President

  
**ALBERT F. MOORE, JR., as  
 Successor to Marcella M. Moore as  
 Trustee of the Marcella M. Moore  
 Living Trust dated January 29, 1993,  
 as amended or restated**

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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, LINDA BARTELS, a Notary Public in and for said County, in the State aforesaid, do hereby certify that DARRAGH GRIFFIN, of **BRIDGEVIEW BANK GROUP**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such VP, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 4<sup>TH</sup> day of APRIL, 2013.

Linda Bartels  
Notary Public



STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, Jeffrey Scott Koenig, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **ALBERT F. MOORE, JR.**, as **Successor to Marcella M. Moore as Trustee of the Marcella M. Moore Living Trust dated January 29, 1993, as amended or restated**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trustee, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her free and voluntary act and as the free and voluntary act of said Trust, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30<sup>th</sup> day of April, 2013.

Jeffrey Scott Koenig  
Notary Public



