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PREPARED BY AND
WHEN RECORDED MAILTO:

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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/03/2014 03:46 PM Pg: 1 of 11

212383

SUBORDINATION AGREEMENT (AHP LOAN)

THIS SUBORDINATION AGREEMENT is made and entered into this 1st day of December, 2014, by ONE MORTGAGE PARTNERS CORP., a Vermont corporation, as the holder of rights under the Subordinate Mortgage (as hereinafter defined), the Subordinate Note (as hereinafter defined), the Repayment Agreement (as hereinafter defined), and the Pledge Agreement (as hereinafter defined), with a mailing address of c/o JPMorgan Chase Bank, N.A., One Chase Square T-8, Mail Code NY3-T081, Rochester, New York 14643 ("Subordinate Lender"), and BANK OF AMERICA, N.A., a national banking association ("Bank of America"), as construction lender, with a mailing address of 101 E. Kennedy Boulevard, Mail Code: FL1-400-06-10, Tampa, Florida 33602, Attention: CREB Loan Administration, and acknowledged and agreed to by CICERO & GEORGE LIMITED PARTNERSHIP, an Illinois limited partnership ("Borrower"), with a mailing address of c/o Cicero and George Elderly Corporation, 325 N. Wells St., 8th Floor, Chicago, Illinois 60654.

WITNESSETH:

WHEREAS, pursuant to that certain Construction Loan Agreement of even date herewith (the "Bank of America Loan Agreement") between Bank of America and Borrower, Bank of America is the owner and holder of a certain Promissory Note dated December 1, 2014, payable to the order of Bank of America, in the original principal amount of Nine Million Five Hundred Fourteen Thousand Eight Hundred Ninety and No/100 Dollars (\$9,541,890.00), (as renewed, extended, modified, amended or restated from time to time, the "Bank of America Note"); and

WHEREAS, the Bank of America Note and the indebtedness evidenced thereby is secured by that certain Construction Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated of even date herewith, and recorded contemporaneously herewith among the land records of Cook County, Illinois (the "Land Records") (as amended, supplemented, modified, restated, renewed or extended from time to time, the "Bank of America Mortgage"), granting a first priority lien on the real estate commonly known as 4800 W. George Street (a/k/a 2900-12 N. Cicero Avenue, situated in Chicago, Illinois and more particularly described in Exhibit A, attached hereto and incorporated herein, and all other Property as defined in the Bank of America Mortgage, including, without limitation, the Improvements, the Accessories and the Personalty, as such terms are defined in the Bank of America Mortgage (collectively the "Property"). The Bank of America Loan Agreement, the Bank of America Note, the Bank of America Mortgage and all other documents issued in connection therewith are herein referred to collectively as the "Bank of America Documents"; the obligations created under and pursuant

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to the Bank of America Documents are herein referred to collectively as the "Bank of America Obligations"; and

WHEREAS, the Subordinate Lender is a member of the Federal Home Loan Bank of Chicago (the "Federal Home Loan Bank") and submitted an application for an AHP grant in the amount of Four Hundred Twenty Thousand and No/100 Dollars (\$420,000.00) (the "AHP Subsidy") to pay certain costs associated with the construction of the Property. The Federal Home Loan Bank, Hispanic Housing Development Corporation, an Illinois not-for-profit corporation ("HHDC"), and the Subordinate Lender have entered into an Affordable Housing Program Agreement for Rental Project effective November 25, 2013 (the "AHP Agreement") pertaining to the AHP Subsidy; and

The AHP Subsidy has been or will be disbursed by the Subordinate Lender on behalf of the Federal Home Loan Bank to HHDC. HHDC will loan the proceeds of the AHP Subsidy (the "Loan") to the Borrower, which loan is evidenced by a Promissory Note (AHP Loan), dated of even date herewith, in the amount of Four Hundred Twenty Thousand and No/100 Dollars (\$420,000.00) from the Borrower to HHDC (the "Subordinate Note"), and is secured by a certain Third Junior Mortgage, Assignment of Rents and Security Agreement (AHP Loan) (the "Subordinate Mortgage"), dated of even date herewith, made by the Borrower in favor of HHDC and recorded contemporaneously herewith in the Recorder's Office of Cook County, Illinois. The Borrower will utilize the proceeds of the AHP Subsidy to construct the Property; and

WHEREAS, the Subordinate Lender, HHDC, and Borrower entered into a Retention / Repayment Agreement for Rental Projects Using Low Income Housing Tax Credits (LIHTC) Affordable Housing Program Repayment Agreement, dated of even date herewith, (the "Repayment Agreement") pursuant to which HHDC and Borrower agree for a period of fifteen (15) years from the date of project completion to, among other things, (a) comply with the AHP regulations (12 CFR Part 1291) and the applicable provisions of the Financial Institutions Reform, Recovery and Enforcement Act of 1989; (b) pay and reimburse the Subordinate Lender for the amount of the Loan in the event of an uncured default under the Repayment Agreement and a recapture of some or all of the Affordable Housing Program funds by the Federal Home Loan Bank from Subordinate Lender; (c) indemnify the Subordinate Lender with respect to all fees, charges expenses and other indebtedness described in the Repayment Agreement and (d) perform all of the covenants, agreements and obligations under the AHP Agreement, the Repayment Agreement, the Pledge Agreement (as hereinafter defined), the Subordinate Mortgage, the Subordinate Note, and any other documents evidencing or securing the obligations under clauses (a), (b), (c) and (d) above (collectively, the "Subordinate Lender Obligations"). The Subordinate Lender Obligations are evidenced, secured and governed by the Subordinate Note, Subordinate Mortgage, and the Repayment Agreement; and

WHEREAS, the Subordinate Lender and HHDC entered into a Pledge Agreement and Collateral Assignment of Mortgage (the "Pledge Agreement"), dated of even date herewith, pursuant to which HHDC has (i) pledged to the Subordinate Lender all of its right, title and interest in and to the Subordinate Note, and (ii) assigned to the Subordinate Lender all of its right, title and interest in and to the Subordinate Mortgage as security for the payment and performance of the obligations of HHDC and the Borrower to the Subordinate Lender in connection with the Subordinate Lender Documents (as hereinafter defined) and any and all other obligations and liabilities of HHDC and the Borrower to the Subordinate Lender incurred in connection with the Subordinate Lender Obligations; and

WHEREAS, the Subordinate Mortgage, the Subordinate Note, the Repayment Agreement, the Pledge Agreement, and all other documents evidencing, securing and governing the Subordinate Lender Obligations are herein referred to collectively as the "Subordinate Lender Documents"; and

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WHEREAS, the Subordinate Mortgage and the lien on the Property created thereunder are subordinate and inferior to the Bank of America Mortgage in all respects; and

WHEREAS, in connection with the making of the loan evidenced by the Bank of America Note, the obligations of which are secured by the Bank of America Mortgage, the Subordinate Lender has agreed to subordinate and make inferior: (i) the right, title, lien and interest created by the Subordinate Mortgage to the right, title, lien, and interest of the Bank of America Mortgage; and (ii) Subordinate Lender's rights to receive any payments under or on account of the Subordinate Lender Obligations to Bank of America's rights to receive payments under or on account of the Bank of America Obligations.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00), the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt, adequacy, and sufficiency of all of which are hereby acknowledged, Subordinate Lender hereby covenants and agrees as follows:

1. Recitals Incorporated. The recitals set forth hereinabove are incorporated herein by reference to the same extent and with the same force and effect as if fully set forth hereinbelow, provided, however, that such recitals shall not be deemed to modify the express provisions hereinafter set forth.

2. Subordination.

(a) Subordinate Lender, for itself, its successors, and assigns (including, without limitation, all subsequent holders of the Subordinate Mortgage) does hereby subordinate (a) the Subordinate Mortgage, (b) all of the indebtedness now or hereafter secured by the Subordinate Mortgage, and (c) all of its right, title, lien, and interest in and to the Property and the rents, issues, and profits therefrom, to (i) the Bank of America Mortgage, (ii) all of the indebtedness now or hereafter secured by the Bank of America Mortgage, and (iii) all of the right, title, lien and interest held by Bank of America, its successors, and assigns (including, without limitation, all subsequent holders of the Bank of America Note and the Bank of America Mortgage), in and to the Property and the rents, issues, and profits therefrom, under and pursuant to (W) the Bank of America Note, (X) the Bank of America Loan Agreement, (Y) the Bank of America Mortgage, and (Z) all other of the Bank of America Documents, and any and all extensions, renewals, modifications, and replacements thereof. From and after the date hereof, all of the documents, indebtednesses, right, title, lien, and interest described in clauses (a), (b) and (c) hereinabove shall be subject and subordinate to all of the documents, indebtednesses, right, title, lien, and interest described in clauses (i), (ii) and (iii) hereinabove.

(b) Until Subordinate Lender receives a notice from Bank of America to Borrower stating that an "Event of Default" (as that term is defined in the Bank of America Documents) has occurred (a "Default Notice") Subordinate Lender shall be entitled to retain for its own account any payments made under or pursuant to the Subordinate Lender Documents.

(c) Borrower agrees that, after it receives a Default Notice, it will not make any payments under or pursuant to the Subordinate Lender Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorney's fees or any other sums secured by the Subordinate Lender Documents) without Bank of America's prior written consent. If Subordinate Lender receives written notice from Bank of America that the default which gave rise to Subordinate Lender's Default Notice has been cured, waived, or otherwise suspended by Bank of America, the restrictions on payment to Subordinate Lender in this Section 2 shall terminate, and Bank of America shall have no right to any subsequent payments made to Subordinate Lender by Borrower prior to Subordinate Lender's receipt of a new Default Notice from Bank of American in accordance with the provisions of this Section 2(c).

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3. Amendments to/Foreclosure of the Subordinate Lender Documents. Subordinate Lender hereby agrees during the term of this Agreement that, notwithstanding anything provided in the Subordinate Lender Documents to the contrary, so long as the Bank of America Obligations remain outstanding, unless Bank of America shall consent in writing, Subordinate Lender shall not (a) increase the amount of the Subordinate Lender Obligations, increase any required payments due under the Subordinate Lender Documents, decrease the term, or otherwise amend the Subordinate Lender Documents term in a manner that creates an adverse effect upon Bank of America under the Bank of America Documents, or (b) seek to foreclose the Subordinate Mortgage or otherwise enforce its lien against the Property.

4. Bankruptcy. The Subordinate Lender agrees that during the term of this Agreement it will not commence, or join with any other creditor in commencing any bankruptcy reorganization, arrangement, insolvency or liquidation proceedings with respect to the Borrower, without Bank of America's prior written consent. Upon any distribution of the assets or properties of Borrower or upon any dissolution, winding up, liquidation, bankruptcy or reorganization involving Borrower (whether in bankruptcy, insolvency or receivership proceedings or upon an assignment for the benefit of creditors or otherwise, herein referred to as a "Proceeding"):

(a) Bank of America shall first be entitled to receive payment in full of the principal of and interest on the Bank of America Obligations and all fees and any other payments (including post-petition interest and all costs and expenses) due pursuant to the terms of the Bank of America Documents, before Subordinate Lender is entitled to receive any payment on account of the Subordinate Lender Obligations; and

(b) any payment or distribution of the assets or properties of Borrower of any kind or character, whether in cash, property, or securities, to which Subordinate Lender would be entitled except for the provisions of this Agreement, shall be paid by the debtor in possession, liquidating trustee or agent or other person making such payment or distribution directly to Bank of America; and

(c) in the event that, notwithstanding the foregoing, any payment or distribution of the assets or properties of Borrower of any kind or character, whether in cash, property, or securities, shall be received by Subordinate Lender on account of principal, interest, fees, or other amounts on or with respect to the Subordinate Lender Obligations before all of the Bank of America Obligations are paid in full, such payment or distribution shall be paid over to Bank of America forthwith for application to the payment of the Bank of America Obligations until all such Bank of America Obligations shall have been paid in full in accordance with the terms of the Bank of America Documents.

5. Continuing Benefits. No right of Bank of America or any present or future holder of the Bank of America Obligations to enforce the subordination as provided herein shall at any time in any way be prejudiced or impaired by any act or failure to act on the part of Borrower or any other party, whether borrower, guarantor or otherwise, or by any act or failure to act, in good faith, by the holder of the Bank of America Obligations, or by any noncompliance by Borrower or any borrower, guarantor or otherwise with the terms of the Bank of America Note or any other of the Bank of America Documents regardless of any knowledge thereof which such holder may have or be otherwise charged with.

6. Enforcement of Subordination. Subordinate Lender, by its execution of this Subordination Agreement, authorizes and expressly directs Bank of America to take such action as may be necessary or appropriate, in Bank of America's sole discretion, from time to time to effectuate the subordination provided herein, including, without limitation, in the event of any dissolution, winding up, liquidation, or reorganization of Borrower (whether in bankruptcy, insolvency, or receivership proceedings or upon an assignment for the benefit of creditors or otherwise) tending toward liquidation of

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the business or the assets of Borrower, the immediate filing of a claim for the unpaid balance of the Subordinate Lender Obligations in the form required in such proceedings, the voting of such claim during the pendency of such proceedings, and the taking of all steps necessary to cause such claim to be approved.

7. Subordinate Lender's Exercise of Remedies. If a default occurs and is continuing under the Subordinate Lender Documents, Subordinated Lender agrees that, without Bank of America's prior written consent, it will not commence foreclosure proceedings with respect to the Property under the Subordinate Lender Documents or exercise any other rights or remedies it may have under the Subordinate Lender Documents, including, but not limited to accelerating the Subordinate Lender Obligations (enforcing any "due on sale" provision included in the Subordinate Lender Documents), collecting rents, appointing (or seeing the appointment of) a receiver or exercising any other rights or remedies thereunder, provided, however, Subordinate Lender shall be entitled to exercise and enforce the covenants and agreements of Borrower relating to income, rent, or affordability restrictions contained in any Subordinate Lender Documents.

8. Subordinate Lender Documents. The executed Subordinate Lender Documents are substantially in the same form as those submitted to, and approved by, Bank of America prior to the date of this Agreement.

9. Payment and Performance Bonds.

The Borrower, at its expense, shall deliver payment and performance bonds (the "Bonds"), each in a penal sum equal to the amount of the Construction Contract (as defined in the Bank of America Documents). The parties acknowledge and agree that Subordinate Lender and Bank of America shall be named as co-obligees with respect to such Bonds. In the event of a default under the Subordinate Lender Documents or the Bank of America Documents, then Bank of America, in its own name, or as agent and attorney-in-fact for the Borrower, may take such action and require such performance under any of the Bonds to be furnished hereunder as Bank of America deems necessary or advisable and may make settlements and compromises with the surety or sureties under any such Bonds, and in connection therewith, may execute instruments of release and satisfaction. Unless Bank of America has reasonably determined, after consultation with Subordinate Lender, that the completion of the Project on or before the placed in service deadline (within the meaning of Section 42 of the Internal Revenue Code of 1986, as amended) is not feasible, all proceeds payable under any such Bonds shall be applied first to the costs of completing the construction on and at the Property. Any Bond proceeds not so applied to the costs of completing the construction on and at the Property shall be applied, first to the payment of the indebtedness secured by the Bank of America Mortgage, second to the indebtedness secured by the Subordinate Mortgage and then as directed by Borrower. Bank of America shall use reasonable efforts to advise Subordinate Lender of its actions taken under any of the Bonds in accordance with the rights provided under this Section.

10. Dealings with Borrower. Bank of America may extend, renew, modify, or amend the terms of the Bank of America Obligations and any of the Bank of America Documents, or extend, renew, modify, or amend the terms of any security therefor and release, transfer, assign, sell, or exchange such security and otherwise deal freely with Borrower to the same extent as could any person, all without notice to or consent of Subordinate Lender and without affecting the liabilities and obligations of Subordinate Lender, pursuant to the provisions hereof.

11. Assignment of the Bank of America Obligations. Bank of America may assign or transfer any or all of the Bank of America Obligations and/or any interest therein or herein and, notwithstanding any such assignment or transfer or any subsequent assignment or transfer thereof, such

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Bank of America Obligations shall be and remain senior to the Subordinate Lender Obligations, and the Subordinate Lender Obligations shall be and remain subject and subordinate to the Bank of America Obligations for the purposes of this Agreement, and every immediate and successive assignee or transferee of any of the Bank of America Obligations or of any interest therein or herein shall, to the extent of the interest of such assignee or transferee in the Bank of America Obligations, be entitled to the benefits of this Agreement to the same extent as if such assignee or transferee were Bank of America; provided, however, that, unless Bank of America shall otherwise consent in writing, Bank of America shall have an unimpaired right, prior and superior to that of any such assignee or transferee, to enforce this Agreement, for the benefit of Bank of America, as to those portions of the Bank of America Obligations which Bank of America has not assigned or transferred.

12. Waiver; Modification. No delay on the part of Bank of America in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by Bank of America 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 Bank of America except as expressly set forth in a writing duly signed and delivered by or on behalf of Bank of America.

13. Waiver of Rights. Borrower hereby waives (a) notice of acceptance of this Agreement by Bank of America, (b) notice of the existence or creation or nonpayment of all or any of the Bank of America Obligations, and (c) all diligence in the collection or protection of or realization upon the Bank of America Obligations or the collateral therefor.

14. Books and Records. Subordinate Lender will make appropriate entries in the books and records of Subordinate Lender to indicate that the Subordinate Lender Obligations is subject to the Bank of America Obligations.

15. Notices. Any notice, demand, designation, or other communication which is required or permitted to be given under the terms and provisions of this Subordination Agreement shall be deemed to be duly given and received on the date the same shall be personally delivered to the party to whom the same is addressed at the address hereinbelow specified (including delivery by a professional overnight courier service), or on the third day after the same shall be deposited in the United States mail, certified mail, return receipt requested postage prepaid, addressed to the party to whom the same is addressed at the address hereinbelow specified:

If to Subordinate Lender:

One Mortgage Partners Corp.
c/o JPMorgan Chase Bank, N.A.
One Chase Square T-8
Mail Code NY3-T081
Rochester, New York 14643
Attention: Laurie A. Perez

With a copy to:

JPMorgan Chase Bank, N.A.
Legal Department
237 Park Avenue, 12th Floor
Mail Code NY1-R065
New York, New York 10017-3140

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Attention: Michael R. Zients, Executive Director and
Assistant General Counsel

If to Bank of America:

Bank of America, N.A.
101 E. Kennedy Boulevard
Tampa, Florida 33602
Mail Code: FL1-400-06-10
Attention: CREB Loan Administration

and

Charity & Associates, P.C.
20 North Clark Street, Suite 1150
Chicago, Illinois 60602
Attention: Elvin E. Charity, Esq.

If to the Partnership:

Cicero & George Limited Partnership
c/o Cicero and George Elderly Corporation
325 N. Wells Street, 8th Floor
Chicago, Illinois 60654
Attention: President

Any party hereto may by written notice given to the others in the manner herein provided change the address to which any such notice, demand, designation, or other communication shall be thereafter given to it.

16. Priority. The priorities herein specified are applicable irrespective of the time of creation of the Bank of America Obligations or the Subordinate Lender Obligations.

17. No Modification to Senior Loan Documents. This Subordination Agreement is not intended to modify and shall not be construed to modify any term or provision of the Bank of America Note, the Bank of America Mortgage or any other documents or instruments evidencing, securing, guaranteeing the payment of, or otherwise relating to the indebtedness evidenced by the Bank of America Note or secured by the Bank of America Mortgage, or both.

18. Further Assurances. So long as the Bank of America Mortgage shall affect the Property or any portion thereof, Subordinate Lender, its successors or assigns, or any other legal holder of the Subordinate Mortgage, as the case may be, shall at the expense of Borrower execute, acknowledge, and deliver upon the demand of Bank of America, at any reasonable time or times, any and all further documents or instruments in recordable form as may be reasonably requested for the purpose of further confirming the subordination and the agreements herein set forth.

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[SIGNATURE PAGE OF SUBORDINATION AGREEMENT (AHP LOAN)]

IN WITNESS WHEREOF, Subordinate Lender has caused this instrument to be executed by its duly authorized officer as of the day and year first above written.

SUBORDINATE LENDER:

ONE MORTGAGE PARTNERS CORP.
a Vermont corporation

By: Laurie A. Perez
Laurie A. Perez, Authorized Officer

STATE OF NEW YORK)
COUNTY OF MONROE) ss:

On the 21st day of November, in the year 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Laurie A. Perez, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her capacities, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Thomas R. Burris
Notary Public

THOMAS R. BURRIS
NOTARY PUBLIC, State of New York
Reg. #02BU0509732
Qualified in Monroe County
Commission Expires October 31, 2015

My commission expires: _____

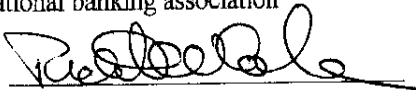
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[SECOND SIGNATURE PAGE OF SUBORDINATION AGREEMENT (AHP LOAN)]

IN WITNESS WHEREOF, Bank of America has caused this instrument to be executed by its duly authorized officer as of the day and year first above written.

BANK OF AMERICA:

BANK OF AMERICA, N.A.,
a national banking association


By: 

Name: Richmond W. Coburn

Title: Senior Vice President

STATE OF Missouri
COUNTY OF St Louis)

The foregoing instrument was acknowledged before me this 20th day of November, 2014, by Richmond W. Coburn, a Senior Vice President of Bank of America, N.A., a national banking association, on behalf of said association, as construction lender.



Notary Public

My commission expires: April 16, 2017

JAMES M. FRANCOIS
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Louis County
My Commission Expires: April 16, 2017
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[THIRD SIGNATURE PAGE OF SUBORDINATION AGREEMENT (AHP LOAN)]

IN WITNESS WHEREOF, Borrower has caused this instrument to be executed by its duly authorized officer as of the day and year first above written.

BORROWER:

CICERO & GEORGE LIMITED PARTNERSHIP, an Illinois limited partnership

By: Cicero and George Elderly Corporation, an Illinois corporation, its general partner

By: *Hipolito Roldan*
Name: Hipolito Roldan, its President

STATE OF ILLINOIS)
)
COUNTY OF COOK)

The foregoing instrument was acknowledged before me by Hipolito Roldan, the President of Cicero and George Elderly Corporation, an Illinois corporation, (the "General Partner"), which is the general partner of Cicero & George Limited Partnership, an Illinois limited partnership ("Borrower"), known to me (or satisfactorily proven) to be the person whose name is subscribed to the Subordination Agreement, and acknowledged that he executed the same for the purposes therein contained and acknowledged that he signed and delivered said instrument in his capacity as President of such General Partner, and as his free and voluntary act, and as the free and voluntary act of such General Partner on behalf of the Borrower, for the uses and purposes therein set forth.

Given under my hand and official seal, this 21st day of November, 2014.

Laura Ruiz

Notary Public



My commission expires: 11/3/2018 Notary Public, State of Illinois

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EXHIBIT A
Legal Description

LOTS 6, 7, 8, 9 AND 10 IN BLOCK 2 IN FALCONERS SECOND ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINS: 13-28-223-029, 13-28-223-030, 13-28-223-031, 13-28-223-032, and 13-28-223-033

Commonly Known Address or Location: 4800 West George Street (a/k/a 2900-12 N. Cicero Avenue), Chicago, Illinois 60641

Address of Property: 4800 W. George Street, Chicago, Illinois

PIN Nos.:

13-28-223-029
13-28-223-030
13-28-223-031
13-28-223-032
13-28-223-033