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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

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Prepared by and after recording send to:

Charles M. Biggam III
333 S. Wabash Ave., Suite 2800
Chicago, IL 60604

SUBORDINATION AGREEMENT

dated as of November 1, 2018

by and among

PERSPECTIVES CHARTER SCHOOL,

PCS 8522 S. LAFAYETTE LLC,

AMALGAMATED BANK OF CHICAGO, AS TRUSTEE,

and

IFF

FIDELITY NATIONAL TITLE 999103129

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SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (this "*Agreement*") is made as of November 1, 2018, by and among PERSPECTIVES CHARTER SCHOOL, an Illinois not-for-profit ("*Perspectives*"); PCS 8522 S. LAFAYETTE LLC, an Illinois limited liability company of which Perspectives is the sole member ("*PCS*"; and together with Perspectives, the "*Borrower*"); AMALGAMATED BANK OF CHICAGO (the "*Trustee*"), in its capacity as trustee under that certain Indenture of Trust dated as of November 1, 2018, as supplemented and amended from time to time (the "*Indenture*"), between the Illinois Finance Authority (the "*Issuer*") and the Trustee; and IFF, an Illinois not for profit corporation ("*IFF*" or "*Subordinated Lender*"), in its capacity as credit enhancement provider relating to the Issuer's Educational Facilities Revenue Bonds (Perspectives Charter School), Series 2018A and its Taxable Educational Facilities Revenue Bonds (Perspectives Charter School), Series 2018B (collectively, the "*Series 2018 Bonds*"). Trustee is herein referred to as the "*Senior Lender*" and the Senior Lender and IFF are referred to herein as the "*Lenders*." Capitalized terms used but not defined herein shall have the meanings assigned thereto in the Indenture.

WHEREAS, the Authority has issued its Series 2018 Bonds pursuant to the Indenture, and loaned the proceeds thereof to the Borrower pursuant to the terms of a Loan Agreement dated as of November 1, 2018, as supplemented and amended from time to time (the "*Loan Agreement*"), among the Authority and the Borrower;

WHEREAS, the obligations of the Borrower under the Loan Agreement will be secured by, among other things, (i) all of the Borrower's rights, title and interests in and to the Project, including all related additions, replacements, substitutions and proceeds for the purposes of securing such Loan; (ii) all Pledged Assets; and (iii) any and all other interests in real or personal property of every name and nature from time to time after the date of issuance of the Series 2018 Bonds specifically mortgaged, pledged or hypothecated, as and for additional security by the Borrower, or by anyone on its behalf, including the Mortgage, the Control Agreement, and the Assignment of Contract Documents by delivery or by writing of any kind;

WHEREAS, IFF has provided certain credit enhancement for the payment of debt service on the Series 2018 Bonds by depositing with the Trustee certain amounts to be deposited into the Debt Service Reserve Fund created under Section 3.02 of the Indenture. The Debt Service Reserve Fund may be drawn upon from time to time solely to make up any deficiency in the amounts on deposit in the Bond Fund created under the Indenture on any date that principal or interest on the Series 2018 Bonds is due (subject only to any exceptions set forth in the Indenture). In connection therewith, IFF, Perspectives, PCS and the Trustee have entered into the IFF Reserve Fund Agreement dated as of November 1, 2018 (the "*IFF Reserve Fund Agreement*").

WHEREAS, the obligations of Borrower under the IFF Reserve Fund Agreement will be secured by, among other things, the Subordinated Mortgage and Security Agreement with Assignment of Rents and Leases and Financing Statement dated November 1, 2018, by PSC, as Mortgagor, in favor of IFF as Mortgagee, creating a subordinated lien on the New Auburn Gresham Facilities (the "*IFF Documents*");

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WHEREAS, the parties hereto desire to set forth herein the respective rights of the Senior Lender, IFF, and the Borrower, as to enforcement of remedies and other matters relating to the Bond Documents, and the IFF Documents.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower the Senior Lender, and IFF hereby agree as follows:

1. *Definitions.* The following terms as used herein shall have the meanings set forth below:

“*Bond Documents*” means the Indenture, the Loan Agreement, the Mortgage, the Control Agreement, the Assignment of Contract Documents, and any other document delivered at the time of issuance of the Bonds or thereafter which secures, evidences, or is delivered in connection with the Borrower’s payment obligations with respect to the Loan Agreement or the Bonds.

“*Bondholders*” means the holders of the Series 2018 Bonds.

“*New Auburn Gresham Facilities*” means the land and charter school facilities located at 8522 South Lafayette Street, Chicago, Illinois 60620.

“*Reorganization*” shall mean (i) any insolvency or bankruptcy proceeding, or any receivership, liquidation, reorganization or other similar proceeding in connection therewith, relative to the Borrower or its property, or (ii) any proceedings for voluntary liquidation, dissolution or other winding up of the Borrower and whether or not involving insolvency or bankruptcy, or (iii) any assignment or receivership for the benefit of creditors, or (iv) any distribution, division, marshalling or application of any of the properties or assets (including, without limitation, properties or assets securing the Subordinated Debt) of the Borrower or the proceeds thereof, to creditors, voluntary or involuntary, and whether or not involving legal proceedings.

“*Senior Debt*” means all payment and other obligations of the Borrower to the Trustee and the Bondholders, whether direct or indirect, by way of assignment, monetary or non monetary, absolute or contingent, now existing or hereafter arising, in connection with the Bonds, Loan Agreement and Senior Security Documents, including, without limitation, the principal of and interest and premium if any on the Bonds and all payments and other obligations arising hereunder or in connection therewith, payments due under the Loan Agreement and all other obligations of the Borrower to the Trustee and the Bondholders, together with interest and premium thereon and all fees, expenses and other amounts owing to the Trustee and the Bondholders under the Senior Security Documents, now owing or hereafter incurred, in each case regardless of the extent to which such amounts are allowed as claims against the Borrower in any Reorganization (and including any interest thereon accruing after the commencement of any Reorganization and any other interest that would have accrued thereon but for the commencement of such Reorganization).

“*Senior Security Documents*” means the Bond Documents.

“*Subordinated Debt*” means all of the obligations of the Borrower to IFF under the IFF Reserve Fund Agreement and the IFF Documents and any and all other documents securing or

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relating to the foregoing or any other obligations to IFF, whether direct, by way of assignment, absolute or contingent, now existing or hereafter arising, as the same may be amended, modified, extended, renewed, refinanced, replaced or refunded in whole or in part.

“*Subordinated Security Documents*” means the IFF Documents and any and all other documents now existing or hereafter delivered securing or relating to the IFF Reserve Fund Agreement.

2. *Shared Collateral.* The parties agree and acknowledge that the Senior Lender has a senior lien interest and IFF has a subordinate lien interest in the New Auburn Gresham Facility (the “Shared Collateral”).

3. *Acknowledgement of and Consent to Liens against Shared Collateral.*

(a) Pursuant to the terms of the Bond Documents, the Borrower has pledged and assigned to and granted a senior security interest in the Shared Collateral in favor of the Trustee, for the benefit of the Bondholders, and, pursuant to the terms of the IFF Documents, the Borrower has pledged and assigned to and granted a subordinate security interest in the Shared Collateral in favor of IFF.

(b) The parties hereto agree that the Senior Lender has a first lien on and security interest in the Shared Collateral and IFF has a subordinated lien on and security interest in the Shared Collateral. Each of the Lenders (a) recognizes the existence and validity of the obligations represented by the other Lender, and (b) agrees to refrain from making or asserting any claim that liens of the other Lender are invalid or not enforceable in accordance with their terms as a result of the circumstances surrounding the incurrence of such obligations. Each Lender shall be solely responsible for perfecting and maintaining the perfection of its lien in and to each item constituting the Shared Collateral in which such Lender has been granted a lien. The foregoing provisions of this Agreement are intended solely to govern the respective lien priorities as among the Lenders.

4. *Subordination.* The payment of any and all Subordinated Debt is hereby subordinated to and subject in the right of payment and exercise of remedies to the prior payment in full of the Senior Debt, and the Subordinated Lender’s rights under the Subordinated Security Documents are hereby subordinated to the Trustee’s rights under the Senior Security Documents, upon the conditions, and to the extent, hereinafter set forth. The Subordinated Lender represents and warrants that the Subordinated Debt is not evidenced by any note, bond or other written agreement except the IFF Reserve Fund Agreement and the Subordinated Security Documents.

5. *Payments on Subordinated Debt.*

(a) Provided that no Default has occurred (or would occur as a result of such payment), and the Borrower so certifies in writing, interest may be paid to IFF as provided in section 4.1 of the IFF Reserve Fund Agreement, subject to the flow of funds set forth in section 3.19 of the Indenture. “Default” shall mean (i) any event or condition which constitutes, or with the giving of notice or the passage of time or both would constitute, an Event of Default under, and as defined in, any Senior Security Document and (ii) any Event of Default, as defined in any Senior Security Document.

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(b) Except as otherwise provided above, until all of the Senior Debt shall have been paid in cash and performed in full, the Borrower shall not, directly or indirectly, make any payment (in cash, property, by setoff, or otherwise) on account of, or transfer or create any lien in any collateral in addition to that set forth in the Subordinated Security Documents for, any part of the Subordinated Debt, and the Subordinated Lender shall not demand or accept from the Borrower or any other person any such payment or additional collateral nor cancel, set off or otherwise discharge any part of the Subordinated Debt, and neither the Borrower nor the Subordinated Lender shall otherwise take or permit to be taken any action in violation of the terms of this Agreement.

(c) The Borrower's failure to pay any amounts in respect of any Subordinated Debt under any Subordinated Security Document by reason of the operation of this Agreement shall not constitute a breach of or default with respect thereto on the part of the Borrower. Notwithstanding the foregoing, upon any draw on the Debt Service Reserve Fund by the Trustee, the Borrower may pay to IFF interest on such amount at the "default rate" as provided in Section 4.1 the IFF Agreement, but solely if and to the extent permitted by Section 5(a) hereof.

(d) In the event that, notwithstanding the provisions of this Agreement any payment or collateral for any part of the Subordinated Debt of any kind or character, whether in cash, property, or securities be received by the Subordinated Lender in violation of the terms of this Agreement, such payment or collateral shall be delivered forthwith to the Trustee for application to the payment of the Senior Debt to the extent necessary to pay or defease all such Senior Debt in full or otherwise held pursuant to this Agreement. The Trustee is irrevocably authorized and appointed attorney in fact for the Subordinated Lender to supply any required endorsement or assignment. Until so delivered, any such payment or collateral shall be held by the Subordinated Lender in trust for the Trustee and shall not be commingled with other funds or property of the Subordinated Lender.

6. *Subordinated Security Documents.*

(a) The Subordinated Security Documents, regardless of the time of the recording or filing thereof, and any liens, security interests, assignments, rights or interests now or hereafter securing or benefiting the Subordinated Debt whether arising by statute, in law or equity or by contract, including without limitation those arising under the Subordinated Security Documents, shall be at all times junior, subject and subordinate in all respects to the Senior Security Documents, and to all amendments, modifications, renewals, extensions, substitutions and refinancings (including refundings) of the Senior Security Documents. Amendments, modifications, renewals, extensions, substitutions and refinancings (including refundings) of the Senior Security Documents may be entered into without notice to or consent of the Subordinated Lender whether or not the amounts secured by the Senior Security Documents are thereby increased.

(b) The Subordinated Security Documents may not be amended or modified, without the prior written consent of the holders of greater than 50% in aggregate principal amount of the Bonds Outstanding (a "Majority of Holders"). The Subordinated Lender shall not accept any additional collateral or other security from any party whether directly or indirectly as further security for the Subordinated Debt without the prior written consent of a Majority of Holders.

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(c) Unless the Senior Security Documents have previously been discharged, and all obligations secured thereby have previously been paid in full, the Subordinated Lender shall not, without the prior written consent of the Trustee, (i) take any action to sell all or any part of the collateral covered by the Subordinated Security Documents (the “*Collateral*”), (ii) directly or indirectly institute any suit or other action to collect or enforce the Subordinated Debt (including the commencement or joining of any case, proceeding or other action relating to the bankruptcy, insolvency or reorganization of the Borrower), or (iii) directly or indirectly commence or exercise any other right or remedy against the Borrower under the IFF Reserve Fund Agreement or any of the Subordinated Security Documents or under applicable law; and all actions by the Subordinated Lender under the Subordinated Security Documents shall be subject and subordinate to the prior and senior rights of the Trustee as provided for in the Senior Security Documents and herein.

(d) In the event the Trustee shall release, for the purpose of maintenance, repair, rebuilding or restoration, any improvements on any part of the Collateral consisting of real property, the Trustee’s right to any proceeds under policies of insurance thereon or to any awards or other compensation for any damages or losses by reason of a taking by condemnation or eminent domain of such Collateral or any portion thereof, the Subordinated Lender shall likewise for such purpose release its right, if any, in and to all such proceeds or awards released by or on behalf of the Trustee.

(e) The Subordinated Lender hereby agrees that, without limiting the foregoing, (i) the Trustee shall not have any responsibility or duty to the Subordinated Lender with respect to any of the Collateral covered by any of the Subordinated Security Documents except for such duties as are imposed by law and which cannot be waived by agreement, and (ii) the Trustee shall be free to take or omit to take any and all such action with respect to the Collateral as it may so choose, without notice to or consent by the Subordinated Lender and without regard to the Subordinated Security Documents and without regard to or consideration of the interests of the Subordinated Lender.

7. *Limitation on Remedies.*

(a) Unless and until all Senior Debt has been paid in full as provided herein, the Subordinated Lender shall not, without the prior written consent of a Majority of Holders (i) accelerate the maturity of all or any part of the Subordinated Debt or (ii) collect or attempt to collect all or any part of the Subordinated Debt whether through commencement of proceeding against the Borrower, or join with any creditor in any such proceeding or any Reorganization proceeding, or (iii) foreclose or take any other action to realize upon the Subordinated Security Documents or any other Subordinated Collateral. In the event that a Majority of Holders consents to the exercise of remedies by the Subordinated Lender with respect to Subordinated Collateral in connection with an exercise of remedies by the Trustee, all rights or remedies of the Subordinated Lender with respect to Subordinated Collateral, whether under any Subordinated Security Document or at law or in equity, shall be controlled exclusively by and exercised as determined by the Trustee.

(b) The Subordinated Lender acknowledges that interest on the Bonds in intended not to be includable in gross income for federal income tax purposes and that under the Internal Revenue Code of 1986, as amended (the “*Code*”) there are a number of requirements

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which must be met in order for such interest to be and to remain so excluded. The Subordinated Lender further acknowledges that if interest were so included, the Bondholders would suffer a material economic loss. Accordingly, the Subordinated Lender hereby agrees that, without the prior written consent of a Majority of Holders (or if no Bonds are outstanding, the Trustee), it shall take no action and shall not omit to take any action in connection with its realization upon Subordinated Collateral or other exercise of rights under any Subordinated Security Document if the effect of such action or omission would be to cause interest on the Bonds to be included in gross income of any owner or former owner thereof. The Subordinated Lender acknowledges that such agreement may include a limitation on the permissible owners or users of the Subordinated Collateral and may under certain circumstances bar the Subordinated Lender or any other person other than state or municipal governmental unit or a corporation exempt from taxation under the provisions of Section 501(c)(3) of the Code from accepting title to, becoming a mortgagee in possession of or otherwise owning, operating, managing or using the Subordinated Collateral. The provisions of this paragraph shall survive termination of this Agreement and payment in full of the Senior Debt.

8. *Bankruptcy, Insolvency, Etc.* At any meeting of creditors of the Borrower or in the event of any Reorganization or other proceeding, voluntary or involuntary, for the distribution, division or application of all or part of the assets of the Borrower or the proceeds thereof, so long as any indebtedness and obligations with respect to the Senior Debt or under the Senior Security Documents have not been paid and performed in full, there are hereby assigned to the Trustee, and the Trustee is hereby irrevocably authorized at any such meeting or in any such proceeding to exercise, the following rights:

(a) any payment or distribution of any character, whether in cash, securities or other property, which would otherwise (but for the terms hereof) be payable or deliverable by the Borrower in respect of the Subordinated Debt (including any payment or distribution in respect of the Subordinated Debt by reason of any other indebtedness of the Borrower being subordinated to the Subordinated Debt or by reason of any properties or assets of the Borrower securing the Subordinated Debt), shall be paid or delivered directly to the Trustee, until all the Senior Debt shall have been paid in full as herein provided;

(b) the Subordinated Lender irrevocably authorizes and empowers (without imposing any obligation on) the Trustee and the Trustee's representatives to demand, sue for, collect and receive such payments and distributions in respect of such Subordinated Debt and to receipt therefor, and to file and prove all claims therefor and take all such other action (including the right to vote the Subordinated Debt) in the name of the Subordinated Lender or otherwise, as the Trustee or the Trustee's representatives may determine to be necessary or appropriate; and

(c) the Subordinated Lender irrevocably authorizes, empowers and directs all receivers, trustees, liquidators, conservators and others having authority in the premises to effect all such payments and deliveries and agrees to execute and deliver to the Trustee and the Trustee's representatives all such further instruments confirming the above authorization, and all such powers of attorney, proofs of claim, assignments of claim and other instruments, and shall take all such other action as may be requested by the Trustee or the Trustee's representatives, in order to enable the Trustee to enforce all claims upon or in respect of the Subordinated Debt.

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9. *Rights of IFF Relative to the Debt Service Reserve Fund.* The Subordinated Lender acknowledges that the Debt Service Reserve Fund has been pledged to the Trustee to secure payment of the bonds as provided in the Indenture. The Senior Lender acknowledges the limitations on use of the Debt Service Reserve Fund and the other rights relative to the Debt Service Reserve Fund set forth in Article III of the IFF Reserve Fund Agreement. Other than as expressly set forth in this section 9, the Subordinated Lender has no right, title or interest in the Debt Service Reserve Fund. Notwithstanding anything set forth herein to the contrary, Subordinated Lender shall have the right to receive, and the Trustee shall have the duty to make to Subordinated Lender, payments out of the Debt Service Reserve Fund pursuant to and in accordance with the terms of Article 3 of the IFF Reserve Fund Agreement.

10. *Unconditional Subordination.*

(a) No action which the Trustee may take or omit to take in connection with any of the Senior Security Documents, any of the Senior Debt, or any security therefor, and no course of dealing of the Trustee with the Borrower or any other person obligated on the Senior Debt (each, a "*Senior Debt Obligor*"), the Subordinated Creditor, or any other Person, shall release or diminish the Subordinated Creditor's obligations, liabilities, agreements or duties hereunder, affect this Agreement in any way, or afford the Subordinated Creditor any recourse against the Trustee, regardless of whether any such action or inaction may increase any risks to or liabilities of the Trustee, the Subordinated Creditor or any Senior Debt Obligor or increase any risk to or diminish any safeguard of any security. Without limiting the foregoing, the Subordinated Lender hereby expressly agrees that the Trustee may, from time to time, without notice to or the consent of the Subordinated Lender:

(1) amend, change or modify, in whole or in part, any one or more of the Senior Security Documents and give or refuse to give any waivers or other indulgences with respect thereto;

(2) neglect, delay, fail, or refuse to take or prosecute any action for the collection or enforcement of any of the Senior Debt, to foreclose or take or prosecute any action in connection with the Mortgage, any security or any Senior Security Documents, to bring suit against the Borrower or any other Person, or to take any other action concerning the Senior Debt or the Senior Security Documents;

(3) accelerate, change, rearrange, extend, or renew the time terms, or manner for payment or performance of any one or more of the Senior Debt;

(4) compromise or settle any unpaid or unperformed Senior Debt or any other obligation or amount due or owing, or claimed to be due or owing, under any one or more of the Senior Security Documents;

(5) take, exchange, amend, eliminate, surrender, release, or subordinate any or all security for any or all of the Senior Debt, accept additional or substituted security therefor, and perfect or fail to perfect the Trustee's rights in any or all security;

(6) discharge, release, substitute or add obligors with respect to the Senior Debt; and

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(7) apply all monies received from the Borrower or others, or from any security for any of the Senior Debt, as the Trustee may determine to be in its best interest, without in any way being required to marshal security or assets or to apply all or any part of such monies upon any particular Senior Debt.

(b) No change of law or circumstances shall release or diminish the Subordinated Creditor's obligations, liabilities, agreements, or duties hereunder, affect this Agreement in any way, or afford the Subordinated Creditor any recourse against the Trustee. Without limiting the foregoing, no obligations, liabilities, agreements, or duties of the Subordinated Lender under this Agreement shall be released, diminished, impaired, reduced, or affected by the occurrence of any of the following from time to time, even if occurring without notice to or without the consent of the Subordinated Lender:

(1) any Reorganization or any discharge, impairment, modification, release, or limitation of the liability of, or stay of actions or lien enforcement proceedings against, the Borrower, any properties of any Senior Debt Obligor, or the estate in bankruptcy of any Senior Debt Obligor in the course of or resulting from any such proceedings;

(2) the failure by the Trustee to file or enforce a claim in any proceeding described in the immediately preceding subsection (1) or to take any other action in any proceeding to which any Senior Debt Obligor is a party;

(3) the release by operation of law of any Senior Debt Obligor from any of the Senior Debt or any other obligations to the Trustee;

(4) the invalidity, deficiency, illegality, or unenforceability of any of the Senior Debt or the Senior Security Documents, in whole or in part, any bar by any statute of limitations or other law of recovery on any of the Senior Debt, or any defense or excuse for failure to perform on account of force majeure, act of God, casualty, impossibility, impracticability, or other defense or excuse whatsoever;

(5) the failure of any Senior Debt Obligor or any other Person to sign any instrument or agreement within the contemplation of any Senior Debt Obligor or the Trustee;

(6) the fact that a Subordinated Creditor may have incurred directly part of the Senior Debt or is otherwise primarily liable therefor; or

(7) without limiting any of the foregoing, any fact or event (whether or not similar to any of the foregoing) which in the absence of this provision would or might constitute or afford a legal or equitable discharge or release of or defense to a guarantor or surety other than the actual payment and performance by a Subordinated Creditor under this Agreement.

(c) The Trustee may invoke the benefits of this Agreement before pursuing any remedies against any Senior Debt Obligor or any other Person and before proceeding against any Security now or hereafter existing for the payment or performance of any of the Senior Debt. The Trustee may maintain an action against the Subordinated Creditor on this Agreement without joining any other Senior Debt Obligor or other Subordinated Creditor and without bringing separate action against any other Senior Debt Obligor.

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(d) If any payment to the Trustee by any Senior Debt Obligor is held to constitute a performance or a voidable transfer under applicable state or federal laws, or if for any other reason the Trustee is required to refund such payment to the payor thereof or to pay the amount thereof to any other Person, such payment to the Trustee shall not constitute a release of any Subordinated Creditor from any liability hereunder, and the Subordinated Lender agrees and acknowledges that this Agreement shall continue to be effective or shall be reinstated, as the case may be, to the extent of any such payment or payments, all as though such amount had not been paid.

(e) This is a continuing agreement and shall apply to and cover all Senior Debt and Senior Security Documents, and all Subordinated Debt and Subordinated Security Documents, and all amendments, modifications, renewals, extensions, substitutions and refinancings (including refundings) thereof from time to time.

(f) In the event that the Trustee shall release its security interests in, and liens upon, any Shared Collateral, IFF agrees that such Shared Collateral shall thereupon be released from all security interests and liens in favor of the Subordinated Lender; provided, however, that the Trustee shall in good faith believe that such Shared Collateral is being released for reasonably equivalent consideration, whether or not such consideration is tangible, intangible, in money or money's worth. The Subordinated Lender agrees that, within ten (10) days after the written request of the Trustee therefor, the Subordinated Lender will execute and deliver to the Trustee for filing any and all such termination statements, lien releases or other agreements or instruments as the Trustee shall deem necessary or appropriate in order to give effect to the foregoing provisions of this Section. The Subordinated Lender hereby irrevocably appoint the Trustee the true and lawful attorney of the Subordinated Lender for the purpose of executing and filing any such termination statements, lien releases or other agreements or instruments.

(g) In foreclosing or realizing on any collateral securing the Senior Debt, the Trustee may proceed in any manner and in any order which the Trustee, in its sole discretion, shall choose, even though a higher price might have been realized if the Trustee had proceeded to foreclose or realize on its security interests in another manner or order. The Trustee shall not be required to marshal its claims against one or more assets securing the Senior Debt.

11. *Specific Enforcement.* The Trustee is hereby authorized to demand specific performance of this Agreement, whether or not the Borrower shall have complied with the provisions hereof applicable to it, at any time when the Subordinated Lender shall have failed to comply with any provision hereof. The Subordinated Lender hereby irrevocably waives any defenses based on the adequacy of a remedy at law which might be asserted as a bar to the action of the Trustee.

12. *Waivers.* The Subordinated Lender waives presentment, notice and protest in connection with all negotiable instruments evidencing the Senior Debt or the Subordinated Debt, and waives, with respect to the Senior Debt, this Agreement and the Subordinated Debt, (1) notice of the inurrence of any Senior Debt by the Borrower; (2) notice that the Trustee, any Senior Debt Obligor, or any other Person has taken or omitted to take any action under any Senior Security Document or any other agreement or instrument relating thereto or relating to any Senior Debt; (3) notice of acceptance of this Agreement; (4) demand, presentment for payment, and notice of

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demand, dishonor, nonpayment, or non-performance; (5) notice of intention to accelerate, notice of acceleration, protest, and notice of protest; (6) notice of any substitution, exchange or release of collateral for the Senior Debt and to the addition or release of any person primarily or secondarily liable thereon; and (7) all other notices whatsoever. The Subordinated Lender acknowledges that any and all indebtedness of the Borrower to the Trustee or the Bondholders of any nature shall be considered Senior Debt and shall be entitled to the benefits hereof.

13. *Further Assurances.* The Borrower and the Subordinated Lender shall execute and deliver to the Trustee such further instruments and shall take such further action as the Trustee may at any time or times reasonably request in order to carry out the provisions and intent of this Agreement.

14. *No Obligations on Subordinated Debt.* The rights granted to the Trustee hereunder are solely for its protection and nothing herein contained shall impose on the Trustee any duties with respect to any property of the Borrower in the Trustee's custody, except such duties as are imposed by law and cannot be waived by agreement.

15. *Notices.* All communications provided for hereunder shall be in writing and shall be personally delivered or sent by certified mail, postage prepaid, return receipt requested, or by a reputable courier delivery service (with charges prepaid) or by telecopy and shall be given,

If to the Trustee, to: Amalgamated Bank of Chicago
30 N. LaSalle St.
Chicago, Illinois 60602
Attention: Donna Howard, Corporate Trust
Telephone: (312) 822-8505
Email: dhoward@aboc.com

If to the Subordinated Lender, to: IFF
Attention: Jeff Sheffler
333 S. Wabash Ave., Suite 2800
Chicago, Illinois 60604
Telephone: (312) 596-5126
Email: jsheffler@iff.org

If to the Borrower, to: Perspectives Charter School
1530 South State Street, 2nd Floor
Chicago, Illinois 60620
Attention: Deborah Stevens, CEO
Telephone:
Email: dstevens@pcsedu.org

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or such other address or telecopy number as such party may hereafter specify by notice to the Trustee, the Subordinated Lender and the Borrower. Each such notice, request or other communication shall be effective (i) if given by telecopy, when such telecopy is transmitted to the telecopy number specified in this Section and the appropriate confirmation is received, (ii) if given by certified mail, 72 hours after such communication is deposited with the post office, addressed as aforesaid, or (iii) if given by any other means (including, without limitation, by courier), when delivered at the address specified in accordance with this Section.

16. *Representations.* The Borrower and the Subordinated Lender severally represent and warrant to the Trustee that:

(a) This Agreement has been duly authorized, executed and delivered by the Subordinated Lender and the Borrower and constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms of the Agreement.

(b) The Borrower and the Subordinated Lender have full power, authority and legal rights to execute, deliver and perform this Agreement, and the execution, delivery and performance of this Agreement have been duly authorized by all necessary action on the part of the Borrower and the Subordinated Lender, do not require any approval or consent of any trustees or holders of any indebtedness or obligations of the Borrower or the Subordinated Lender, and will not violate any provision of any indenture, mortgage, contract, or other agreement to which the Borrower or any Subordinated Creditor is a party or by which the Borrower or any Subordinated Creditor is bound; and

(c) No consent, license, approval or authorization of, or registration or declaration with, any governmental instrumentality, domestic or foreign, is required in connection with the execution, delivery and performance by the Borrower or the Subordinated Lender of this Agreement.

17. *Payment of Expenses.* The Borrower and the Subordinated Lender, jointly and severally, shall reimburse the Trustee and any Bondholder upon demand for all reasonable costs and expenses (including reasonable attorneys' fees and disbursements) paid or incurred by the Trustee or any Bondholder in connection with any enforcement of this Agreement in favor of the Trustee.

18. *Effect of Agreement.* This Agreement shall be binding upon and inure to the benefit of the Trustee, each holder from time to time of the Bonds, the Borrower, the Subordinated Lender, and their respective executors, administrators, other legal representatives, successors and assigns, including any receiver for or mortgagee in possession of the Facilities.

19. *Third Party Beneficiary.* The parties hereto acknowledge and agree that the Bondholders are intended to be third party beneficiaries of all the Trustee's rights, remedies and interests under this Agreement and shall be entitled to exercise all rights and privileges of a third party beneficiary in such capacity.

20. *Requirement of Notice.* The Subordinated Lender agrees to notify the Trustee immediately upon the occurrence of any default or event of default in respect of the Subordinated

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Debt or under any Subordinated Security Document or any event which, upon notice or lapse of time or both, would constitute such a default.

21. *Payment in Full.* For all purposes hereof, the Senior Debt shall not be deemed to have been paid in full unless the Trustee (or its duly authorized representative) shall have received cash equal to the amount of Senior Debt at the time outstanding or the payment of such Senior Debt shall have been provided for in full in accordance with the defeasance provisions of Article [] of the Indenture.

22. *Subordination Agreement Shall Govern.* In the event of any conflict between the provisions of this Agreement and the provisions of any of the Senior Security Documents, or any of the Subordinated Security Documents, the provisions of this Agreement shall control.

23. *Reinstatement of Liability.* The liability of the Subordinated Lender hereunder shall be reinstated and revived, and the rights of the Trustee shall continue, with respect to any amount at any time paid on account of the Senior Debt which shall thereafter be required to be restored or returned by the Trustee in any Reorganization, all as though such amount had not been paid. The Trustee will have relied and will continue to rely upon the subordination provided for herein, and each of the Subordinated Lender and the Borrower hereby waives notice and proof of such reliance.

24. *Rights of Subrogation, etc.* The Subordinated Lender shall not exercise any right of subrogation which it may have with respect to the Senior Debt until the Senior Debt has been paid in full as herein provided.

25. *Amendments.* No provision of this Agreement may be amended or modified except pursuant to an agreement or agreements in writing entered into by each of the parties hereto.

26. *Additional Senior Lenders.* In the event that the Shared Collateral is pledged to secure any parity indebtedness in accordance with the provisions of the IFF Documents, or the Bond Documents, the parties hereto agree to amend and supplement this Agreement as necessary to include such additional obligations in the calculation of the interests and obligations described herein.

27. *Counterparts.* This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

28. *Governing Law.* This Agreement shall be governed by, construed in accordance with and enforceable under the laws of the State of Illinois and applicable federal law without regard to choice of law rules.

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IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement to share in the Shared Collateral as of the date first above written.

PERSPECTIVES CHARTER SCHOOL, as the
Borrower


By: _____
Its:

PCS 8522 S. LAFAYETTE LLC, as the Co-
Borrower

By Perspectives Charter School, as the sole
member thereof

By: _____
Its:

AMALGAMATED BANK OF CHICAGO, as
Trustee

By: 
Its: Vice President

IFF, as Subordinated Lender

By: _____
Its:

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Amalgamated Bank Acknowledgment

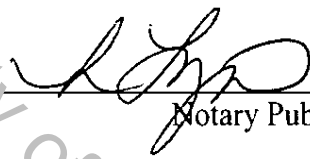
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, ANN LONGINO, a notary public of the above county and state, hereby certify that Donna Howard personally came before me this day and acknowledged that he is the Vice President of Amalgamated Bank of Chicago, an Illinois banking corporation and by that authority duly given and as the act of such Vice President, the foregoing instrument was signed in its name by Donna Howard as its Vice President.

WITNESS my hand and official seal this 30th day of October, 2018.

(SEAL)

My commission expires: 6-17-20


Notary Public



IFF Acknowledgment

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a notary public of the above county and state, hereby certify that _____ personally came before me this day and acknowledged that he is the _____ of IFF, an Illinois not-for-profit corporation, and by that authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by _____ as its _____.

WITNESS my hand and official seal this _____ day of October, 2018.


(SEAL)

My commission expires: _____
Notary Public

UNOFFICIAL COPY


IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement to share in the Shared Collateral as of the date first above written.

PERSPECTIVES CHARTER SCHOOL, as the Borrower

By: 
Its: Chief Executive Officer

PCS 8522 S. LAFAYETTE LLC, as the Co-Borrower

By: Perspectives Charter School, as the sole member thereof

By: 
Its: Chief Executive Officer

AMALGAMATED BANK OF CHICAGO, as Trustee

By: _____
Its: _____

IFF, as Subordinated Lender

By: _____
Its: _____

Property of Cook County Clerk's Office

UNOFFICIAL COPY

PCS 8522 S. Lafayette LLC Acknowledgment

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Maria M. Munger, a notary public of the above county and state, hereby certify that Rhonda Hopps personally came before me this day and acknowledged that she is the Chief Executive Officer of Perspectives Charter School, an Illinois not-for-profit corporation, the sole member of PCS 8522 S. LAFAYETTE LLC and by that authority duly given and as the act of the limited liability company, the foregoing instrument was signed in its name by Rhonda Hopps as its Chief Executive Officer.

WITNESS my hand and official seal this 30th day of October, 2018.

(SEAL)
My commission expires: 04/12/21
Notary Public

Perspectives Charter School Acknowledgment

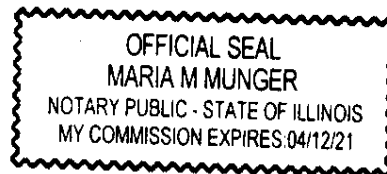
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)



I, Maria M. Munger, a notary public of the above county and state, hereby certify that Rhonda Hopps personally came before me this day and acknowledged that she is the Chief Executive Officer of PERSPECTIVES CHARTER SCHOOL, an Illinois not-for-profit corporation, and by that authority duly given and as the act of the limited liability company, the foregoing instrument was signed in its name by Rhonda Hopps as its Chief Executive Officer.

WITNESS my hand and official seal this 30th day of October, 2018.

(SEAL)
My commission expires: 04/12/21
Notary Public



UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement to share in the Shared Collateral as of the date first above written.

PERSPECTIVES CHARTER SCHOOL, as the Borrower

By: _____
Its:

PCS 8522 S. LAFAYETTE LLC, as the Co-Borrower

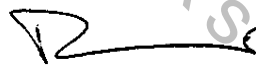
By Perspectives Charter School, as the sole member thereof

By: _____
Its:

AMALGAMATED BANK OF CHICAGO, as Trustee

By: _____
Its:

IFF, as Subordinated Lender

By:  _____
Its: CFO

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Amalgamated Bank Acknowledgment

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a notary public of the above county and state, hereby certify that _____ personally came before me this day and acknowledged that he is the [Title] of Amalgamated Bank of Chicago, an _____ and by that authority duly given and as the act of such _____, the foregoing instrument was signed in its name by _____ as its [Title].

WITNESS my hand and official seal this _____ day of October, 2018.

(SEAL)
My commission expires: _____
Notary Public

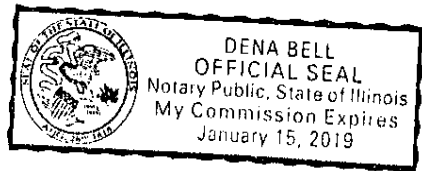
IFF Acknowledgment

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, DENA BELL, a notary public of the above county and state, hereby certify that SOZA LEAD REUTER personally came before me this day and acknowledged that he is the CFO of IFF, an Illinois not-for-profit corporation, and by that authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by SOZA LEAD REUTER CFO.

WITNESS my hand and official seal this 30 day of October, 2018.

(SEAL)
My commission expires: _____
Notary Public



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LEGAL DESCRIPTION

Exhibit A

PARCEL 1:

THAT PART OF THE WEST 2 1/2 ACRES OF THE NORTH 5 ACRES OF THE SOUTH 40 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THAT PART MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 40 ACRES OF THE EAST HALF OF SAID SOUTHEAST QUARTER AND THE EAST LINE OF THE WEST 2 1/2 ACRES OF THE NORTH 5 ACRES OF THE SOUTH 40 ACRES OF THE EAST HALF OF SAID SOUTHEAST QUARTER; THENCE SOUTH 01 DEGREES 34 MINUTES 20 SECONDS EAST, ALONG SAID EAST LINE, 164.55 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 5 ACRES OF THE SOUTH 40 ACRES OF THE EAST HALF OF SAID SOUTHEAST QUARTER; THENCE SOUTH 87 DEGREES 45 MINUTES 01 SECONDS WEST, ALONG SAID SOUTH LINE, 128.91 FEET TO A POINT ON THE NORTHERLY EXTENSION OF A LINE 1.00 FEET WEST OF AND PARALLEL TO THE WEST LINE OF THE EXISTING BUILDING; THENCE NORTH 02 DEGREES 17 MINUTES 03 SECONDS WEST, ALONG SAID PARALLEL LINE, 164.47 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 40 ACRES OF THE EAST HALF OF SAID SOUTHEAST QUARTER; THENCE NORTH 87 DEGREES 43 MINUTES 49 SECONDS EAST, ALONG SAID NORTH LINE 200.96 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE SOUTH 35 ACRES (EXCEPT THAT PART THEREOF LYING SOUTH OF THE NORTH LINE OF THE SOUTH 351.50 FEET OF THE NORTH 25 ACRES OF SAID SOUTH 35 ACRES) OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF A LINE THAT IS 370 FEET (MEASURED PERPENDICULARLY) WEST OF AND PARALLEL TO THE EAST LINE OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THAT PART MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID SOUTH 35 ACRES AND THE WEST LINE OF SOUTH LAFAYETTE AVENUE; THENCE SOUTH 01 DEGREES 37 MINUTES 07 SECONDS EAST, ALONG THE WEST LINE OF SOUTH LAFAYETTE AVENUE, 78.07 FEET TO THE EASTERLY EXTENSION OF THE CENTERLINE OF A DEMISING WALL; THENCE SOUTH 87 DEGREES 43 MINUTES 46 SECONDS WEST, ALONG THE CENTERLINE OF SAID DEMISING WALL AND ITS EASTERLY EXTENSION, 85.65 FEET; THENCE CONTINUING ALONG THE CENTERLINE OF SAID DEMISING WALL FOR THE NEXT SIX COURSES; THENCE SOUTH 02 DEGREES 16 MINUTES 14 SECONDS EAST, PERPENDICULAR TO THE LAST COURSE, 97.67 FEET; THENCE SOUTH 87 DEGREES 43 MINUTES 46 SECONDS WEST, PERPENDICULAR TO THE LAST COURSE, 14.80 FEET; THENCE SOUTH 02 DEGREES 16 MINUTES 14 SECONDS EAST, PERPENDICULAR TO THE LAST COURSE, 14.72 FEET; THENCE SOUTH 87 DEGREES 43 MINUTES 46 SECONDS WEST, PERPENDICULAR TO THE LAST COURSE, 86.20 FEET TO A POINT OF TANGENCY; THENCE SOUTHWESTERLY 7.25 FEET, ALONG THE ARC OF A TANGENT CIRCLE TO THE LEFT, HAVING A RADIUS OF 5.50 FEET AND WHOSE CHORD BEARS SOUTH 42 DEGREES 33 MINUTES 08 SECONDS WEST, 6.53 FEET TO A POINT ON A ON TANGENT LINE; THENCE SOUTH 87 DEGREES 43 MINUTES 46 SECONDS WEST, ALONG THE CENTERLINE OF SAID DEMISING WALL AND ITS WESTERLY EXTENSION, 299.09 FEET TO A POINT ON THE ON A LINE 1.00 FEET WEST OF AND PARALLEL TO THE WEST LINE OF THE EXISTING BUILDING AND ITS NORTHERLY EXTENSION; THENCE NORTH 02 DEGREES 17 MINUTES 03 SECONDS WEST, ALONG SAID LAST DESCRIBED LINE,

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195.26 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTH 35 ACRES; THENCE NORTH 87 DEGREES 45 MINUTES 01 SECONDS EAST, ALONG SAID NORTH LINE, 491.29 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE NORTH 51.50 FEET OF THE SOUTH 351.50 FEET OF THE NORTH 25 ACRES OF THE SOUTH 35 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF A LINE THAT IS 370 FEET (MEASURED PERPENDICULARLY) WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 33, (EXCEPTING FROM SAID NORTH 51.50 FEET OF THE SOUTH 351.50 FEET OF THE NORTH 25 ACRES OF THE SOUTH 35 ACRES OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 33 THAT PART THEREOF BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE EAST ALONG THE SOUTH LINE OF SAID TRACT (BEING THE NORTH LINE OF THE SOUTH 300.00 FEET OF THE NORTH 25 ACRES OF THE SOUTH 35 ACRES AFORESAID) A DISTANCE OF 450.00 FEET; THENCE NORTHWESTERLY 86.43 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT WHICH IS 380.00 FEET EAST OF THE WEST LINE THEREOF; THENCE WEST, ALONG SAID NORTH LINE (BEING THE NORTH LINE OF THE SOUTH 351.50 FEET OF THE NORTH 25 ACRES OF THE SOUTH 35 ACRES AFORESAID) A DISTANCE OF 380.00 FEET TO THE WEST LINE OF SAID TRACT; THENCE SOUTH, ON SAID WEST LINE 51.50 FEET TO THE POINT OF BEGINNING, BEING THE SOUTHWEST CORNER OF SAID TRACT), IN COOK COUNTY, ILLINOIS.

PARCEL 3 AS SURVEYED:

THE NORTH 51.50 FEET OF THE SOUTH 351.50 FEET OF THE NORTH 25 ACRES OF THE SOUTH 35 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF A LINE THAT IS 370 FEET (MEASURED PERPENDICULARLY) WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 33, (EXCEPTING FROM SAID NORTH 51.50 FEET OF THE SOUTH 351.50 FEET OF THE NORTH 25 ACRES OF THE SOUTH 35 ACRES OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 33 THAT PART THEREOF BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE NORTH 87 DEGREES 45 MINUTES 01 SECONDS EAST ALONG THE SOUTH LINE OF SAID TRACT (BEING THE NORTH LINE OF THE SOUTH 300.00 FEET OF THE NORTH 25 ACRES OF THE SOUTH 35 ACRES AFORESAID) A DISTANCE OF 449.99 FEET; THENCE NORTH 55 DEGREES 41 MINUTES 24 SECONDS WEST, 86.43 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT WHICH IS 380.00 FEET EAST OF THE WEST LINE THEREOF; THENCE NORTH 87 DEGREES 45 MINUTES 01 SECONDS WEST, ALONG SAID NORTH LINE (BEING THE NORTH LINE OF THE SOUTH 351.50 FEET OF THE NORTH 25 ACRES OF THE SOUTH 35 ACRES AFORESAID) A DISTANCE OF 379.96 FEET TO THE WEST LINE OF SAID TRACT; THENCE SOUTH 01 DEGREES 34 MINUTES 12 SECONDS EAST, ON SAID WEST LINE 51.49 FEET TO THE POINT OF BEGINNING, BEING THE SOUTHWEST CORNER OF SAID TRACT), IN COOK COUNTY, ILLINOIS.

Address: 8522 S. Lafayette Ave., Chicago, IL 60620

Tax Parcel ID Numbers: 20-33-411-034-0000; 20-33-411-038-0000; 20-33-411-035-0000; 20-33-411-001-0000; 20-33-411-027-00