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RHSP FEE:\$9.00 RPRF FEE: \$1.00

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 07/24/2020 10:26 AM PG: 1 OF 31

Prepared by, and after recording return to:

Tiber Hudson LLC
1340 Smith Avenue, Suite 200
Baltimore, Maryland 21209
Attention: Matthew M. Grant

41048214 (20)

INTERCREDITOR AND SUBORDINATION AGREEMENT

THIS INTERCREDITOR AND SUBORDINATION AGREEMENT (this "Subordination Agreement") is made and entered into this 19th day of March, 2020, by **COMMUNITY INVESTMENT CORPORATION**, an Illinois not for profit ("CIC"), with a mailing address of 222 S. Riverside Plaza, Suite 380, Chicago, Illinois 60606, **A SAFE HAVEN FOUNDATION**, an Illinois not for profit corporation ("Sponsor"), and collectively with CIC, the "Subordinate Lenders", with a mailing address of 2750 West Roosevelt Road, Chicago, IL 60608, and **BANK OF AMERICA, N.A.**, a national banking association ("Bank of America"), with a mailing address of 135 South LaSalle Street, Mailcode: IL4-135-06-1, Chicago, Illinois 60603, and acknowledged and agreed to by **ROOSEVELT ROAD VETERANS HOUSING LP**, an Illinois limited liability partnership ("Borrower"), with a mailing address of c/o A Safe Haven Foundation, 2750 W. Roosevelt Road, Chicago, Illinois 60608. All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Bank of America Loan Agreement (as defined below).

WITNESSETH:

WHEREAS, Borrower is the fee simple owner of certain real property located at 1143 South Richmond Street, 2920 West Roosevelt Road, 2918 West Roosevelt Road, 2916 West Roosevelt Road, 2912 West Roosevelt Road, 2910 West Roosevelt Road, 2908 West Roosevelt Road, 2924 West Roosevelt Road, Chicago, Illinois 60612, which real property is more particularly described in Exhibit A attached hereto and made a part hereof (the "Land"), upon which Borrower plans to construct certain improvements on the Land which will include ninety (90) affordable rental-housing units, and related facilities (the "Project"), as set forth in accordance with the Plans and Specifications and the Construction Contract (each as hereinafter defined).

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 has agreed to make a construction loan (the "Bank of America Loan") to Borrower in the original principal amount of Ten Million and No/100 Dollars (\$10,000,000.00). Bank of America is the owner and holder of a certain Promissory Note of even date herewith, executed by Borrower to the order of Bank of America, in the original principal amount of Ten Million and No/100 Dollars (\$10,000,000.00) (as renewed, extended, modified, amended or restated from time to time, the "Bank of America Note");

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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 of even date herewith, to be recorded contemporaneously herewith with the Office of the Cook County, Illinois Recorder of Deeds (as amended, supplemented, modified, restated, renewed or extended from time to time, the "Bank of America Mortgage"), granting a first priority lien on the Land, and all other Property as defined in the Bank of America Mortgage, including, without limitation, the Improvements, the Fixtures 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 and agreements issued in connection therewith are herein referred to collectively as the "Bank of America Documents"; the obligations created under and pursuant to the Bank of America Documents are herein referred to collectively as the "Bank of America Obligations";

WHEREAS, Sponsor has agreed to make a mortgage loan (the "TIF Loan") to Borrower in the original principal amount of Four Million Five Hundred Thousand and No/100 Dollars (\$4,500,000), and Sponsor is the owner and holder of a certain Promissory Note in the principal amount of Four Million Five Hundred Thousand and No/100 Dollars (\$4,500,000), dated concurrently herewith (the "TIF Note") and executed by Borrower to the order of Sponsor;

WHEREAS, the TIF Note and the indebtedness evidenced thereby is secured by a Junior Mortgage, Security Agreement and Financing Statement of even date herewith, to be recorded contemporaneously herewith with the Cook County, Illinois Recorder of Deeds (the "TIF Mortgage"). The TIF Note, the TIF Mortgage and all other documents and agreements issued in connection therewith are herein referred to collectively as the "TIF Loan Documents"; the obligations created under and pursuant to the TIF Loan Documents are herein referred to collectively as the "TIF Loan Obligations";

WHEREAS, Sponsor has agreed to make a mortgage loan (the "Donations Credit Loan") to Borrower in the original principal amount of Four Hundred Three Thousand Seven Hundred Fifty and No/100 Dollars (\$403,750.00), and Sponsor is the owner and holder of a certain Promissory Note in the principal amount of Four Hundred Three Thousand Seven Hundred Fifty and No/100 Dollars (\$403,750.00), dated concurrently herewith (the "Donations Credit Note") and executed by Borrower to the order of Sponsor;

WHEREAS, the Donations Credit Note and the indebtedness evidenced thereby is secured by a Junior Mortgage, Security Agreement and Financing Statement of even date herewith, to be recorded contemporaneously herewith with the Cook County, Illinois Recorder of Deeds (the "Donations Credit Mortgage"). The Donations Credit Note, the Donations Credit Mortgage and all other documents and agreements issued in connection therewith are herein referred to collectively as the "Donations Credit Loan Documents"; the obligations created under and pursuant to the Donations Credit Loan Documents are herein referred to collectively as the "Donations Credit Loan Obligations";

WHEREAS, Sponsor has agreed to make a mortgage loan (the "Home Depot Loan") to Borrower in the original principal amount of Five Hundred Thousand and No/100 Dollars (\$500,000.00), and Sponsor is the owner and holder of a certain Promissory Note in the principal amount of Five Hundred Thousand and No/100 Dollars (\$500,000.00), dated concurrently herewith (the "Home Depot Note") and executed by Borrower to the order of Sponsor;

WHEREAS, the Home Depot Note and the indebtedness evidenced thereby is secured by a Junior Mortgage, Security Agreement and Financing Statement of even date herewith, to be recorded contemporaneously herewith with the Cook County, Illinois Recorder of Deeds (the "Home Depot Mortgage"). The Home Depot Note, the Home Depot Mortgage and all other documents and agreements issued in connection therewith are herein referred to collectively as the "Home Depot Loan Documents"; the obligations created under and pursuant to the Home Depot Loan Documents are herein referred to collectively as the "Home Depot Loan Obligations";

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WHEREAS, Sponsor has agreed to make a mortgage loan (the "ComEd Loan") to Borrower in the original principal amount of One Hundred Thirty-Three Thousand, Six Hundred and No/100 Dollars (\$133,600.00), and Sponsor is the owner and holder of a certain Promissory Note in the principal amount of One Hundred Thirty-Three Thousand, Six Hundred and No/100 Dollars (\$133,600.00), dated concurrently herewith (the "ComEd Note") and executed by Borrower to the order of Sponsor;

WHEREAS, the ComEd Note and the indebtedness evidenced thereby is secured by a Junior Mortgage, Security Agreement and Financing Statement of even date herewith, to be recorded contemporaneously herewith with the Cook County, Illinois Recorder of Deeds (the "ComEd Mortgage"). The ComEd Note, the ComEd Mortgage and all other documents and agreements issued in connection therewith are herein referred to collectively as the "ComEd Loan Documents"; the obligations created under and pursuant to the ComEd Loan Documents are herein referred to collectively as the "ComEd Loan Obligations";

WHEREAS, CIC has received an affordable housing program grant (the "AHP Grant") in the amount of Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) made by the Federal Home Loan Bank of Chicago for the benefit of the Project pursuant to Section 721 of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 ("FIRREA"). The proceeds of the AHP Grant are to be disbursed by CIC to the Sponsor pursuant to the Affordable Housing Repayment Agreement between CIC, Sponsor and Borrower of even date herewith (the "Repayment Agreement"). The AHP Grant is subject to repayment by the Sponsor if there is a default under the Repayment Agreement. The Sponsor's repayment obligation is evidenced by the Promissory Note from Sponsor in favor of CIC in the original principal amount of Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) (the "AHP Note"). Sponsor will then loan the proceeds to Borrower in accordance with the terms and conditions of a Promissory Note from Borrower to Sponsor in the original principal amount of Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) (the "Sponsor AHP Note") and the indebtedness evidenced thereby is secured by a Junior Mortgage, Security Agreement and Financing Statement of even date herewith, to be recorded contemporaneously herewith with the Cook County, Illinois Recorder of Deeds (the "AHP Mortgage"), both the Sponsor AHP Note and AHP Mortgage being collaterally assigned to CIC pursuant to that certain Collateral Assignment of Note and Mortgage dated as of even date herewith (the "AHP Collateral Assignment"). The Repayment Agreement, the AHP Note, the Sponsor AHP Note, the AHP Mortgage, the AHP Collateral Assignment and any and all other agreements, documents and/or instruments evidencing, securing and/or guaranteeing the AHP Loan are collectively referred to hereinafter as the "AHP Loan Documents"; the obligations created under and pursuant to the AHP Loan Documents are herein referred to collectively as the "AHP Loan Obligations";

WHEREAS, Sponsor has agreed to make a mortgage loan (the "Seller Loan") to Borrower in the original principal amount of One Million Six Hundred Seventy-Five Thousand and No/100 Dollars (\$1,675,000.00), and Sponsor is the owner and holder of a certain Promissory Note in the principal amount of One Million Six Hundred Seventy-Five Thousand and No/100 Dollars (\$1,675,000.00), dated concurrently herewith (the "Seller Note") and executed by Borrower to the order of Sponsor;

WHEREAS, the Seller Note and the indebtedness evidenced thereby is secured by a Junior Mortgage, Security Agreement and Financing Statement of even date herewith, to be recorded contemporaneously herewith with the Cook County, Illinois Recorder of Deeds (the "Seller Mortgage"). The Seller Note, the Seller Mortgage and all other documents and agreements issued in connection therewith are herein referred to collectively as the "Seller Loan Documents"; the obligations created under and pursuant to the Seller Loan Documents are herein referred to collectively as the "Seller Loan Obligations";

WHEREAS, Sponsor has agreed to make a mortgage loan (the "Sponsor Funds Loan" and collectively with the TIF Loan, the Donations Credit Loan, the Home Depot Loan, the ComEd Loan, the AHP Loan and the Seller Loan, the "Subordinate Loans") to Borrower in the original principal amount of Three Hundred Thousand and No/100 Dollars (\$300,000.00), and Sponsor is the owner and holder of a certain Promissory Note in the principal amount of Three Hundred Thousand and No/100 Dollars

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(\$300,000.00), dated concurrently herewith (the "Sponsor Funds Note" and collectively with the TIF Note, the Donations Credit Note, the Home Depot Note, the ComEd Note, the AHP Note, the Sponsor AHP Note and the Seller Mortgage, the "Subordinate Lender Notes") and executed by Borrower to the order of Sponsor;

WHEREAS, the Sponsor Funds Note and the indebtedness evidenced thereby is secured by a Junior Mortgage, Security Agreement and Financing Statement of even date herewith, to be recorded contemporaneously herewith with the Cook County, Illinois Recorder of Deeds (the "Sponsor Funds Mortgage" and collectively with the TIF Mortgage, the Donations Credit Mortgage, the Home Depot Mortgage, the ComEd Mortgage, the AHP Mortgage and the Seller Mortgage, the "Subordinate Mortgages"). The Sponsor Funds Note, the Sponsor Funds Mortgage and all other documents and agreements issued in connection therewith are herein referred to collectively as the "Sponsor Funds Loan Documents", the obligations created under and pursuant to the Sponsor Funds Loan Documents are herein referred to collectively as the "Sponsor Funds Loan Obligations". The Sponsor Funds Loan Documents, collectively with the TIF Loan Documents, the Donations Credit Loan Documents, the Home Depot Loan Documents, the ComEd Loan Documents, the AHP Loan Documents and the Seller Loan Documents shall herein be referred to as the "Subordinate Lender Documents". The Sponsor Funds Loan Obligations, collectively with the TIF Loan Obligations, the Donations Credit Loan Obligations, the Home Depot Loan Obligations, the ComEd Loan Obligations, the AHP Loan Obligations and the Seller Loan Obligations shall herein be referred to as the "Subordinate Lender Obligations";

WHEREAS, the parties intend that the Subordinate Mortgages and the liens on the Property created thereunder be and remain subject, subordinate and inferior to the Bank of America Mortgage in all respects;

WHEREAS, Bank of America, CIC and Sponsor are each referred to herein as a "Creditor" and collectively as the "Creditors". The Bank of America Documents and the Subordinate Lender Documents are collectively referred to as the "Loan Documents". The Bank of America Loan and each of the Subordinate Loans are each referred to as a "Loan" and collectively, as the "Loans". The Bank of America Obligations and the Subordinate Lender Obligations are referred to, individually and collectively, as the "Loan Obligations"; and

WHEREAS, in connection with the making of the Bank of America Loan, Subordinate Lenders have agreed to subordinate and make inferior: (i) the rights, titles, liens and interests created by the Subordinate Mortgages to the right, title, lien, and interest of the Bank of America Mortgage; and (ii) Subordinate Lenders' 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 Lenders hereby covenant and agree 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) Each Subordinate Lender, for itself, its successors, and assigns (including, without limitation, all subsequent holders of the Subordinate Lender Notes and the Subordinate Mortgages) does hereby subordinate (i) the Subordinate Mortgages, (ii) all of the indebtedness now or hereafter secured by the Subordinate Mortgages, and (iii) all of its right, title, lien, and interest in and to the Property and the rents, issues, and profits therefrom, to (A) the Bank of America Mortgage, (B) all of the indebtedness now or hereafter secured by the Bank of America Mortgage, and (C) all of the right, title, lien and interest held by Bank of America, its successors, and assigns (including, without

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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 (1) the Bank of America Note, (2) the Bank of America Mortgage, and (3) 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 (i), (ii) and (iii) hereinabove shall be subject and subordinate to all of the documents, indebtednesses, right, title, lien, and interest described in clauses (A), (B) and (C) hereinabove. Each Subordinate Lender further covenants and agrees that its agreement to subordinate hereunder shall extend to any new mortgage debt which is for the purpose of refinancing all or any part of the Bank of America Loan (including reasonable and necessary costs associated with the closing and/or the refinancing) and any new mortgage securing such new mortgage debt; and that all the terms and covenants of this Agreement shall inure to the benefit of any holder of any such refinanced debt; and that, from and after the closing of the refinancing and the contemporaneous payment in full of the Bank of America Loan, all references to the Bank of America Loan, the Bank of America Note, the Bank of America Mortgage, the Bank of America Documents and Bank of America shall mean, respectively, the refinancing loan, the note evidencing the refinancing loan, the mortgage securing the refinancing note, and all documents evidencing, securing or otherwise pertaining to the refinancing note and the holder of the refinancing note.

(b) Until Subordinate Lenders receive 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 Lenders shall be entitled to retain for its or their 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 Lenders receive written notice from Bank of America that the Event of Default which gave rise to Bank of America's Default Notice has been cured, waived, or otherwise suspended by Bank of America, the restrictions on payment to Subordinate Lenders in this Section 2 shall terminate, and Bank of America shall have no right to any subsequent payments made to Subordinate Lenders by Borrower prior to Subordinate Lenders' receipt of a new Default Notice from Bank of America in accordance with the provisions of this Section 2(c).

(d) Nothing contained in this Section 2 shall preclude CIC from seeking reimbursement from Sponsor for the repayment obligations under the AHP Note to the extent required under the Repayment Agreement; provided, however, such right shall not extend to Sponsor for the repayment obligations under the Sponsor AHP Note.

3. Intentionally Omitted.

4. Amendments to/Foreclosure of the Subordinate Lender Documents. Each Subordinate Lender hereby agrees 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, each Subordinate Lender shall not (a) amend, modify or terminate the Subordinate Lender Documents; or (b) seek to foreclose the Subordinate Mortgages or otherwise enforce its lien against the Property. Notwithstanding anything to the contrary contained herein and notwithstanding whether there is an Event of Default under the Bank of America Loan Documents, Subordinate Lenders shall be entitled at any time to exercise and enforce all other rights and remedies available to Subordinate Lenders under the Subordinate Lender Documents and/or under applicable laws to enforce covenants and agreements of Borrower relating to income, rent or affordability restrictions contained in any of the Subordinate Lender Documents, provided that such Subordinate Lender shall give Bank of America written notice of Subordinate Lender's exercise and/or enforcement of any such rights or remedies.

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5. Bankruptcy. Each Subordinate Lender agrees that during the term of this Subordination Agreement it will not commence or join with any other creditor in commencing any bankruptcy reorganization, arrangement, insolvency or liquidation proceedings with respect to 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 Lenders are entitled to receive any payment on account of the Subordinate Lender Obligations;

(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 Lenders would be entitled except for the provisions of this Subordination 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 Lenders 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 received and held in trust for and 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.

To effectuate the foregoing, each Subordinate Lender does hereby: (i) irrevocably assign to Bank of America all of its respective rights as a secured or unsecured creditor, in any Proceeding and authorizes Bank of America to take, or refrain from taking, any action to assert, enforce, modify, waive, release or extend its respective lien and/or claim in such Proceeding, including but not limited to (A) filing a proof of claim arising out of the Subordinate Lender Obligations, (B) voting or refraining from voting claims arising from the Subordinate Lender Obligations, either in Bank of America's name or in the name of Bank of America as attorney-in-fact of Subordinate Lender, (C) accepting or rejecting any payment or distribution made with respect to any claim arising from the Subordinate Lender Obligations and applying such payment and distribution to payment of Bank of America's claim until the Bank of America Obligations are paid and satisfied in full in accordance with their terms, and (D) taking any and all actions and executing any and all instruments necessary to effectuate the foregoing and, inter alia, to establish Bank of America's entitlement to assert such Subordinate Lender's claim in such Proceeding; and (ii) release and indemnify Bank of America and hold Bank of America harmless from and against any claims, causes of action, losses, costs or damages arising out of or with respect to Bank of America's actions in a Proceeding as set forth in this Subordination Agreement.

6. 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 Documents or any other of the Bank of America Documents regardless of any knowledge thereof which such holder may have or be otherwise charged with.

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7. Enforcement of Subordination. Each 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 and hereby appoints Bank of America its attorney-in-fact for such purpose, 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 the business or the assets of Borrower, including 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.

8. Subordinate Lender Documents. Each Subordinate Lender hereby warrants and represents to Bank of America that (a) its respective executed Subordinate Lender Documents are substantially in the same form as those submitted to, and previously approved by, Bank of America prior to the date of this Subordination Agreement, and (b) it has no knowledge of any default or event of default under its respective Subordinate Lender Note, Subordinate Mortgage or any other respective Subordinate Lender Documents which has not been cured or waived.

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. The parties acknowledge and agree that Subordinate Lenders 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 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 Lenders, 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 Junior Mortgage, Security Agreement and Financing Statement in favor of the City of Chicago, Illinois, third to the indebtedness secured by the TIF Mortgage, fourth to the indebtedness secured by the Dorations Credit Mortgage, fifth to the indebtedness secured by the Home Depot Mortgage, sixth by the indebtedness secured by the ComEd Mortgage, seventh to the indebtedness secured by the AHP Mortgage, eighth to the indebtedness secured by the Seller Mortgage, ninth to the indebtedness secured by the Sponsor Funds Mortgage and then as directed by Borrower. Bank of America shall use reasonable efforts to advise Subordinate Lenders of its actions taken under any of the Bonds in accordance with the rights provided under this Section 9.

10. Representations, Warranties and Covenants of Subordinate Lenders. Each Subordinate Lender hereby covenants, agrees, warrants, represents on its own behalf and not on behalf of the other Subordinate Lenders, and certifies unto Bank of America that:

(a) Subordinate Lender is the owner and holder of its respective Subordinate Lender Note and Subordinate Mortgage;

(b) Neither of its respective Subordinate Lender Note nor Subordinate Mortgage has been extended, renewed, amended, transferred, or otherwise modified except as set forth herein;

(c) This Subordination Agreement has been duly authorized by Subordinate Lender, the persons executing, acknowledging, and delivering this Subordination Agreement on behalf of Subordinate Lender are fully authorized to do so, and all of the terms and provisions of this

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Subordination Agreement are fully enforceable against Subordinate Lender and its successors and assigns;

(d) The indebtedness evidenced by its respective Subordinate Lender Note is the only indebtedness secured by its respective Subordinate Mortgage;

(e) To the knowledge of Subordinate Lender, there exists no default or event of default of any nature under the terms and provisions of its respective Subordinate Lender Note, Subordinate Mortgage, or combination thereof, and no condition which, with the giving of notice and/or the passage of time, would result in such an event of default;

(f) Subordinate Lender agrees and covenants that copies of all notices, communications, or designations required or permitted under its respective Subordinate Lender Note or Subordinate Mortgage shall be sent to Bank of America at the address specified in Section 19 hereof, or at such other address as Bank of America shall furnish to Subordinate Lender in the manner provided in Section 19 hereof;

(g) In no event shall the terms and provisions of its respective Subordinate Lender Note or Subordinate Mortgage be modified, amended, renewed, or extended, unless Bank of America shall first consent in writing to such modification, amendment, renewal, or extension, which consent may be withheld in Bank of America's sole judgment;

(h) If a default occurs and is continuing under its respective Subordinate Lender Documents, Subordinate Lender agrees that, without Bank of America's prior written consent, it will not commence foreclosure proceedings with respect to the Property under such Subordinate Lender Documents or exercise any other rights or remedies it may have under such Subordinate Lender Documents, including, but not limited to accelerating its respective Subordinate Lender Obligations (enforcing any "due on sale" provision included in such Subordinate Lender Documents), collecting rents, appointing (or seeing the appointment of) a receiver or exercising any other rights or remedies thereunder; and

(i) Subordinate Lender acknowledges and understands that Bank of America will rely upon the certifications, warranties, representations, covenants, and agreements contained herein as a material consideration and inducement in making, extending or modifying the loan evidenced by the Bank of America Note and secured by the Bank of America Mortgage.

11. Construction Loan Administration and Funding.

(a) Each Creditor represents and warrants to the other Creditors that its applicable commitment for its Loan (collectively, the "Commitments") is in full force and effect and has not been modified or amended in any respect except as expressly disclosed to the other parties hereto in writing on or before the date of this Subordination Agreement or except to the extent the provisions of any Commitment are inconsistent with, or contrary to, the provisions of any of the Loan Documents relating to such Commitment. Each of the Commitments constitutes the valid and legally binding obligations and agreements of the Creditors respectively.

(b) Borrower shall submit its request for a disbursement (each, a "Draw Request") of all or any portion of the Loans, together with any and all supporting invoices and other documentation, to each of the Creditors in accordance with the terms of the respective Loan Documents. Each Draw Request shall be on the form or forms required by each Creditor and shall be accompanied by supporting invoices and vouchers and such other information as may be reasonably requested by any of the Creditors and shall be signed by the Borrower. In addition, if the Borrower is required to deliver a title-bring-to-date or endorsement with the Draw Request, a copy of the title-bring-to-date or endorsement shall also be provided with the Draw Request. A Draw Request shall not be submitted unless and until it has been executed by the Borrower and

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reviewed, approved and executed by the Architect (as hereinafter defined), and none of the Creditors shall accept a Draw Request unless it has been so executed by the Borrower and the Architect.

(c) Creditors and the Borrower acknowledge and agree that the total development costs of the Project, including reserves and escrows required by the Loan Documents (the "Total Development Costs") are equal to Twenty-One Million Six Hundred Seven Thousand Four Hundred Eighteen and No/100 Dollars (\$21,607,418.00), and are more particularly set forth in the draw schedule and budget attached hereto as Exhibit B and made a part hereof (the "Draw Schedule and Budget"). The Total Development Costs shall be funded from the sources at the times and in the amounts set forth in the Draw Schedule and Budget, as the same may be amended from time to time with the prior written consent of the Creditors. Disbursements of the Loan proceeds available to fund the Total Development Costs shall be made in accordance with the Draw Schedule and Budget and in accordance with the Loan Documents except as the Loan Documents may be superseded or modified by the terms of this Subordination Agreement.

(d) The obligations of each Creditor to fund a Draw Request shall be generally as shown on the Draw Schedule and Budget. None of the Creditors shall have any obligation to fund more than its share, if any, of any Draw Request as set forth in the Draw Schedule and Budget, and none of the Creditors shall have any obligation to fund its share of any Draw Request if any other Creditor refuses or is unable to fund its share, if any, of any such Draw Request or if any Creditor refused or was unable to fund its share, if any, of any prior Draw Request or has indicated its intention to refuse to fund any future Draw Request or appears unable to fund its share, if any, of any such future Draw Request, as determined by the Creditors. Disputed amounts to be funded under any Draw Request shall be resolved in accordance with subsection (e). Unless otherwise agreed to by Bank of America in writing, Borrower and each Subordinate Lender acknowledge and agree that each Draw Request shall first be funded with proceeds of a Subordinate Loan except to the extent that such proceeds legally cannot be used to fund specific costs included in such Draw Request. Each Creditor agrees to cooperate and coordinate its review and approval of each Draw Request in a timely manner, and in any event within ten (10) business days of its receipt of such Draw Request. In addition, each Creditor agrees that no Draw Request shall be funded by any Creditor if Bank of America has not approved such Draw Request.

(e) If and to the extent there is a dispute between the Creditors as to the proper amount of any Draw Request or the quality of materials and workmanship or the conformity of the construction work ("Work") with the approved plans and specifications or the degree of completion of the Project, the Creditor which is disputing all or any portion of the Draw Request or the Work shall notify the other Creditors and the Borrower of the dispute (a "Dispute Notice") within ten (10) business days of its receipt of the Draw Request. Each Dispute Notice shall specify the basis of any such dispute and shall identify the exact amounts and items being disputed. Each Creditor may assume that if any other Creditor has not furnished a Dispute Notice to the non-disputing Creditor within ten (10) business days of its receipt of a Draw Request, the Creditors shall be deemed to have approved the Draw Request and the Work. If any such dispute is not resolved to the satisfaction of each of the Creditors within five (5) days of the receipt of a Dispute Notice by the non-disputing Creditor, such Draw Request shall be deemed automatically reduced to the lowest of the undisputed amounts and only the undisputed amounts shall be funded by each Creditor in accordance with the provisions of this Subordination Agreement. The Creditors agree to proceed diligently and in good faith to attempt to resolve any dispute relating to the Draw Request. None of the Creditors, however, shall have any obligation to fund any disputed amounts unless and until the Creditors mutually agree to a resolution of the dispute. Any disputed amounts not funded by the Creditors must be funded by the Borrower.

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(f) Each Creditor agrees to fund its share, if any, of each approved Draw Request if and only to the extent approved by all of the Creditors in accordance with the provisions of this Subordination Agreement, in a timely manner, and within fifteen (15) business days of its receipt of such Draw Request.

(g) Notwithstanding any provision herein or in any of the Subordinate Lender Documents to the contrary, each Subordinate Lender agrees that if (i) an Event of Default (as defined in the respective Subordinate Lender Documents) or an event or circumstance, which upon notice or lapse of time or both would constitute an Event of Default, has occurred and is continuing such that Subordinate Lender may withhold its funding of its share of the Draw Request, but (ii) Bank of America has agreed to fund its share of the Draw Request, then Subordinate Lender will agree to fund all eligible costs contained in such Draw Request, provided that such funding is not in violation of any applicable laws.

(h) Except as expressly set forth in this Subordination Agreement, each of the Creditors shall determine for itself that any and all conditions precedent to any advance or disbursement pursuant to the Draw Request as set forth in its respective Loan Documents has been satisfied in all respects and that such advance or disbursement shall be made by such Creditor. Each of the Creditors shall then disburse its share of the Draw Request in the manner provided in its Loan Documents, as amended by this Subordination Agreement and subject to the retainage requirements contained in its Loan Documents.

(i) Notwithstanding anything herein to the contrary, any advance by Bank of America to pay interest on the Bank of America Loan in accordance with the terms and conditions of the Bank of America Loan Documents shall not require the approval of any Creditor.

(j) The parties acknowledge that CIC will not be involved in construction loan administration and funding. Nothing contained in this Section 11 shall impair the ability of CIC to comply with the terms of the Repayment Agreement and the regulations (including, without limitation, those contained in 12 CFR Part 1291) promulgated by the Federal Housing Finance Board with respect to the affordable housing program established pursuant to FIRREA (the "AHP Regulations") and in the event of a conflict between this Section 11 and the requirements of the Recapture Agreement and/or the AHP Regulations, the Recapture Agreement and AHP Regulations, shall govern.

12. Construction Period Inspections and Construction Monitoring

(a) Upon receipt of the Draw Request and all supporting invoices and other documentation, the Creditors shall arrange to have all of the Work inspected by their respective inspectors for quality of materials and workmanship, conformance with the contract documents and the degree of construction completion (each, a "Field Progress Inspection"). The Creditors shall coordinate their inspections. If the inspectors differ as to the quality of materials and workmanship or the conformance of the Work with the contract documents or the degree of completion of the Project, the parties shall attempt to resolve the difference in a mutually acceptable manner within five (5) business days of the receipt of a Dispute Notice by the Creditors as provided in Section 11(e) of this Subordination Agreement; if such dispute is not resolved in a mutually acceptable manner, the Draw Request relating to such Work shall be funded in accordance with Section 11(e) of this Subordination Agreement. Each Creditor reserves the right to engage an independent inspecting engineer, subject to any limitations as to expense set forth in such Creditor's respective Loan Documents with the Borrower or in this Subordination Agreement.

(b) On-site Field Progress Inspections shall be conducted on a monthly basis. Each Creditor's respective inspector shall be entitled, but not obligated, to attend regularly scheduled monthly field progress meetings (each a "Field Progress Meeting"), the purpose of which shall be

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to review and agree on the percentage of the Work completed and in place and the amount of stored and insured materials on-site and off-site and to review, verify and agree on the amounts of the Loans to be advanced to the Borrower. Additional personnel on behalf of each Creditor shall be entitled, but not obligated, to attend the Field Progress Meetings. At least five (5) days in advance of each Field Progress Meeting, the Borrower shall notify all appropriate persons of the time and date of the meeting so that the parties may attend. At each Field Progress Meeting, the parties shall agree on the amount of the Draw Request to be submitted, and thereafter the Borrower shall submit the Draw Request to each of the Creditors in accordance with Section 11 of this Subordination Agreement.

(c) When the Project is substantially completed in accordance with the Loan Documents, each of the Creditors shall arrange for the inspection and sign-off of all work by the Architect and may require the Borrower to obtain a title-bring-to-date and title endorsement. Each of the Creditors promptly will review the final Draw Request and make its own independent determination as to the satisfaction of all conditions precedent to the disbursement of its share of the final Draw Request and any and all retentions held by such Creditor. Prior to any disbursement of the final retainage, each of the Creditors may arrange for an independent audit of all disbursements to date and of its independent inspection of the Project. Subject to any limits imposed in the Creditors' respective Loan Documents, the costs of all audits and inspections shall be borne by the Borrower.

(d) Neither the approval by any of the Creditors of the Plans and Specifications or any of the other contract documents, nor any inspections or approvals of the Project nor the approval of any Draw Request shall constitute a warranty or representation by any Creditor or any of their agents, representatives, or designees, as to the technical sufficiency, adequacy, workmanship, quality, integrity or safety of any building or any other structure on or comprising a part of the Project, or any parking facilities or other common areas related thereto, or any component parts of any of the foregoing, including, without limitation, any and all fixtures, equipment, building materials, furnishings, and/or any other property of any kind or nature related to or comprising a part of the Project or as to any other physical, environmental, structural or other condition or feature relating to or comprising a part of the Project, including, without limitation, subsoil conditions, or as to compliance with any agreements evidencing, securing or guarantying obligations under or in connection with any of the Loans or as to any housing, building, zoning, environmental or other applicable regulations, statutes, ordinances and laws.

(e) If any Creditor undertakes to perform inspections or coordinate requisitions (an "Inspecting Lender") for or on behalf of any other Creditor, neither the Inspecting Lender nor any of its officers, agents or employees shall be liable for any action taken or omitted to be taken by it under or in connection with this Subordination Agreement or any of the Loan Documents, and neither the Inspecting Lender nor any of its officers, agents or employees shall be responsible to the other party for any consequences of any oversight or error or judgment in connection with such inspections, nor shall it be answerable to any other party for any loss whatsoever, it being understood and agreed that the Inspecting Lender shall coordinate requisitions and inspections only at the request and for the convenience of the other Creditor. Without limiting the generality, an Inspecting Lender (i) may consult with legal counsel, accountants, engineers and other experts selected by it, whether public or private, and shall not be liable for any action taken or omitted to be taken by it in accordance with the advice of such counsel, accountants, engineers or experts, and (ii) does not make any warranty or representation to the other party and shall not be responsible to the other party for any statements or representations made under or in connection with this Subordination Agreement, except as expressly set forth herein, and (iii) shall not incur any liability under or in connection with this Subordination Agreement by acting upon any notice believed by it to be genuine.

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(f) Notwithstanding anything herein to the contrary, the parties acknowledge that CIC will not be monitoring monthly disbursements or performing regular field inspections during construction of the Project. As such, the provisions of this Section 12 shall not apply to CIC.

13. Approval of Plans and Related Construction Items. Each of the Creditors acknowledges and agrees that they have received, reviewed and approved each of the following items:

(a) The plans and specifications, as amended through the date of this Subordination Agreement and prepared by UrbanWorks, Ltd. (the "Architect"), a list of which is attached hereto as Exhibit C and made a part hereof (the "Plans and Specifications");

(b) The AIA Standard Form of Agreement Between Owner and Architect by and between the Architect and Sponsor dated as of July 24, 2018, as assigned and amended by that certain Amendment and Assignment of Agreement Between Owner and Architect by and between the Borrower and Sponsor, and as acknowledged by Architect, dated February 10, 2020 (the "Architect's Agreement");

(c) The Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price by and between the Borrower and GMA Construction Group (the "General Contractor") dated as of February 11, 2020, as amended through the date of this Subordination Agreement (the "Construction Contract"); and

(d) The Draw Schedule and Budget.

14. 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 Lenders and without affecting the liabilities and obligations of Subordinate Lenders, pursuant to the provisions hereof; provided, however, there shall be no extension, renewal, modification or amendment of the Bank of America Documents without the consent of the Subordinate Lenders if such extension, renewal, modification or amendment would increase the principal amount of the Bank of America Obligations (excluding any amounts advanced by Bank of America for the protection of its interests pursuant to the Bank of America Documents), increase the interest rate of the Bank of America Obligations or decrease the original maturity term of the Bank of America Obligations.

15. 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 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 Subordination 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 Subordination 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 Subordination 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.

16. Waiver, Modification. No delay on the part of any party hereto 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 Subordination Agreement be binding

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If to Sponsor: A Safe Haven Foundation
2750 W. Roosevelt Road
Chicago, Illinois 60608
Attention: Neli Vazquez Rowland

With a copy to: Applegate Thorne-Thomsen
425 S. Financial Place, Suite 1900
Chicago, Illinois 60605
Attention: Paul Davis, Esq.

If to Borrower: Roosevelt Road Veterans Housing LP
c/o A Safe Haven Foundation
2750 W. Roosevelt Road
Chicago, Illinois 60608
Attention: Neli Vazquez Rowland

With a copy to: Applegate Thorne-Thomsen
425 S. Financial Place, Suite 1900
Chicago, Illinois 60605
Attention: Paul Davis, Esq.

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.

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

21. No Modification to Bank of America 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.

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

23. Estoppel Certificate. Each Subordinate Lender hereby agrees that within ten (10) days after written demand of Bank of America, it shall execute, acknowledge and deliver a certification setting forth the total amount of indebtedness owed to it which shall be then secured by any portion of the Property, and any and all such certifications shall be conclusive as to the matters set forth therein, and shall be fully binding upon such Subordinate Lender, its successors and assigns. Notwithstanding the foregoing, each Subordinate Lender shall not be obligated to give such a certification more frequently than once every calendar month.

24. Counterpart Signatures. This Subordination Agreement may be executed in several counterparts, and by the parties hereto on separate counterparts, and each counterpart, when executed and delivered, shall constitute an original agreement enforceable against all who signed it without production of or accounting for any other counterpart, and all separate counterparts shall constitute the same agreement.

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SIGNATURE PAGE OF INTERCREDITOR AND SUBORDINATION AGREEMENT

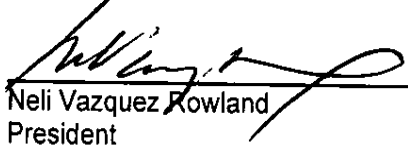
IN WITNESS WHEREOF, Borrower has caused this instrument to be executed by its duly authorized officer as of the day and year first above written.

BORROWER:

ROOSEVELT ROAD VETERANS HOUSING, LP,
an Illinois limited partnership

By: **ASH V, LLC,**
an Illinois limited liability company,
its General Partner

By: **A Safe Haven Foundation,**
an Illinois not-for-profit corporation,
its Manager and Sole Member

By:  (SEAL)
Name: **Neli Vazquez Rowland**
Title: **President**

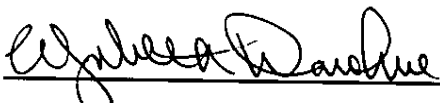
Property of Cook County Clerk's Office

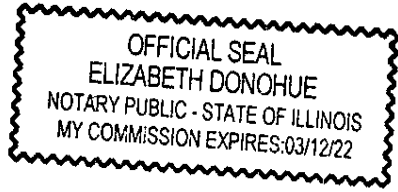
STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Neli Vazquez Rowland, personally known to me to be the President of A Safe Haven Foundation, the Manager and Sole Member of ASH V, LLC, the General Partner of Roosevelt Road Veterans Housing, LP, an Illinois limited partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that, as the President, she signed and delivered the said instrument pursuant to the authority given by Roosevelt Road Veterans Housing, LP, as her free and voluntary act and as the free and voluntary act of Roosevelt Road Veterans Housing, LP, for the uses and purposes therein set forth.

Given under my hand and official seal, this 16th day of March, 2020.

My Commission expires: 3/12/22


Notary Public



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOT 28 IN BLOCK 3 IN HELEN CULVER'S DOUGLAS PARK SUBDIVISION OF BLOCKS 25 TO 27 IN G.W. CLARKE'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED FEBRUARY 12, 1890 AS DOCUMENT NO. 1220973, IN COOK COUNTY, ILLINOIS.

FOR INFORMATIONAL PURPOSES ONLY THE PROPERTY IS COMMONLY KNOWN AS: 1143 SOUTH RICHMOND STREET, CHICAGO, IL 60612; PIN: 16-13-329-015

PARCEL 2:

THE WEST 15 FEET OF LOT 25 AND ALL OF LOT 26 IN BLOCK 3 IN HELEN CULVER'S DOUGLAS PARK SUBDIVISION OF BLOCKS 25 TO 27 IN G.W. CLARKE'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED FEBRUARY 12, 1890 AS DOCUMENT NO. 1220973, IN COOK COUNTY, ILLINOIS.

FOR INFORMATIONAL PURPOSES ONLY THE PROPERTY IS COMMONLY KNOWN AS: 2920 WEST ROOSEVELT ROAD, CHICAGO, IL 60612; PIN: 16-13-329-032

PARCEL 3:

LOT 24 (EXCEPT THE EAST 8.4 FEET) AND THE EAST 10 FEET OF LOT 25 IN BLOCK 3 IN HELEN CULVER'S DOUGLAS PARK SUBDIVISION OF BLOCKS 25 TO 27 IN G.W. CLARKE'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED FEBRUARY 12, 1890 AS DOCUMENT NO. 1220973, IN COOK COUNTY, ILLINOIS.

FOR INFORMATIONAL PURPOSES ONLY THE PROPERTY IS COMMONLY KNOWN AS: 2918 WEST ROOSEVELT ROAD, CHICAGO, IL 60612; PIN: 16-13-329-033

PARCEL 4:

LOT 23 (EXCEPT THE EAST 8.4 FEET) AND THE EAST 8.4 FEET OF LOT 24 IN BLOCK 3 IN HELEN CULVER'S DOUGLAS PARK SUBDIVISION OF BLOCKS 25 TO 27 IN G.W. CLARKE'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED FEBRUARY 12, 1890 AS DOCUMENT NO. 1220973, IN COOK COUNTY, ILLINOIS.

FOR INFORMATIONAL PURPOSES ONLY THE PROPERTY IS COMMONLY KNOWN AS: 2916 WEST ROOSEVELT ROAD, CHICAGO, IL 60612; PIN: 16-13-329-034

PARCEL 5:

THE WEST 16.6 FEET OF LOT 22 AND THE EAST 8.4 FEET OF LOT 23 IN BLOCK 3 IN HELEN CULVER'S DOUGLAS PARK SUBDIVISION OF BLOCKS 25 TO 27 IN G.W. CLARKE'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED FEBRUARY 12, 1890 AS DOCUMENT NO. 1220973, IN COOK COUNTY, ILLINOIS.

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FOR INFORMATIONAL PURPOSES ONLY THE PROPERTY IS COMMONLY KNOWN AS: 2912 WEST ROOSEVELT ROAD, CHICAGO, IL 60612; PIN: 16-13-329-035

PARCEL 6:

THE WEST 16.6 FEET OF LOT 21 AND THE EAST 8.4 FEET OF LOT 22 IN BLOCK 3 IN HELEN CULVER'S DOUGLAS PARK SUBDIVISION OF BLOCKS 25 TO 27 IN G.W. CLARKE'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED FEBRUARY 12, 1890 AS DOCUMENT NO. 1220973, IN COOK COUNTY, ILLINOIS.

FOR INFORMATIONAL PURPOSES ONLY THE PROPERTY IS COMMONLY KNOWN AS: 2910 WEST ROOSEVELT ROAD, CHICAGO, IL 60612; PIN: 16-13-329-036

PARCEL 7:

THE WEST 16.6 FEET OF LOT 20 AND THE EAST 8.4 FEET OF LOT 21 IN BLOCK 3 IN HELEN CULVER'S DOUGLAS PARK SUBDIVISION OF BLOCKS 25 TO 27 IN G.W. CLARKE'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED FEBRUARY 12, 1890 AS DOCUMENT NO. 1220973, IN COOK COUNTY, ILLINOIS.

FOR INFORMATIONAL PURPOSES ONLY THE PROPERTY IS COMMONLY KNOWN AS: 2908 WEST ROOSEVELT ROAD, CHICAGO, IL 60612; PIN: 16-13-329-037

PARCEL 8:

LOT 27 IN BLOCK 3 IN HELEN CULVER'S DOUGLAS PARK SUBDIVISION OF BLOCKS 25 TO 27 IN G.W. CLARKE'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED FEBRUARY 12, 1890 AS DOCUMENT NO. 1220973, IN COOK COUNTY, ILLINOIS.

FOR INFORMATIONAL PURPOSES ONLY THE PROPERTY IS COMMONLY KNOWN AS: 2924 WEST ROOSEVELT ROAD, CHICAGO, IL 60612; PIN: 16-13-329-031

THE ABOVE DESCRIBED LAND WHEN TAKEN TOGETHER AS A TRACT IS ALSO CORRECTLY DESCRIBED AS:

THE WEST 16.6 FEET OF LOT 20 AND ALL OF LOTS 21 TO 28, INCLUSIVE, IN BLOCK 3 IN HELEN CULVER'S DOUGLAS PARK SUBDIVISION OF BLOCKS 25 TO 27 IN G.W. CLARKE'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 12, 1890 AS DOCUMENT NO. 1220973, IN COOK COUNTY, ILLINOIS.

FOR INFORMATIONAL PURPOSES ONLY THE PROPERTY IS COMMONLY KNOWN AS: 1143 SOUTH RICHMOND STREET, 2920 WEST ROOSEVELT ROAD, 2918 WEST ROOSEVELT ROAD, 2916 WEST ROOSEVELT ROAD, 2912 WEST ROOSEVELT ROAD, 2910 WEST ROOSEVELT ROAD, 2908 WEST ROOSEVELT ROAD AND 2924 WEST ROOSEVELT ROAD, CHICAGO, IL 60612.

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EXHIBIT B

DRAW SCHEDULE AND BUDGET

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EXHIBIT C

PLANS AND SPECIFICATIONS

Property of Cook County Clerk's Office

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

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TABLE OF PLANS AND SPECIFICATIONS

SHEET #	SHEET TITLE
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GENERAL

G0.00	COVER SHEET
G0.01	SHEET INDEX, ABBREVIATIONS AND SYMBOLS
G0.02	GENERAL NOTES
G0.03	LIFE SAFETY DIAGRAMS
G0.04	CODE MATRIX
G0.05	IHDA CHECKLISTS
G0.06	ACCESSIBILITY DETAILS
G0.07	ACCESSIBILITY MATRIX
G0.08	ACCESSIBILITY CODE REFERENCES
G0.09	ACCESSIBILITY CODE REFERENCES
G0.10	PLAT OF SURVEY (FOR REFERENCE ONLY)

CIVIL

C0.10	EXISTING CONDITIONS PLAN
C0.20	GENERAL NOTES
C1.00	SITE DEMOLITION PLAN
C2.00	SITE DIMENSION PLAN
C3.00	SITE GRADING PLAN
C3.10	SITE GRADING DETAILS
C3.20	EROSION CONTROL PLAN
C4.00	SITE UTILITY PLAN
C4.10	SITE UTILITY PROFILES
C5.00	SITE DETAILS
C5.10	SITE DETAILS
C5.20	SITE UTILITY DETAILS
C5.30	WATER UTILITY DETAILS
C5.40	CDOT DETAILS
C5.50	CDOT GENERAL NOTES - IDOT LANE CLOSURES
C5.60	TANK DETAILS
C6.00	OPERATION AND MAINTENANCE PLAN

LANDSCAPE

L1.00	OVERALL LANDSCAPE PLAN
L1.01	FENCE LAYOUT PLAN
L2.00	LANDSCAPE DETAILS
L2.01	SITE FURNISHING DETAILS
L2.02	FENCING DETAILS
L2.03	ORNAMENTAL SECURITY GATE
L3.00	GAZEBO DETAILS

UNOFFICIAL COPY**TABLE OF PLANS AND SPECIFICATIONS**

SHEET #	SHEET TITLE
---------	-------------

ARCHITECTURE

A1.00	SITE PLAN
A1.01	FIRST FLOOR PLAN
A1.02	SECOND FLOOR PLAN
A1.03	THIRD FLOOR PLAN
A1.04	FOURTH FLOOR PLAN
A1.05	FIFTH FLOOR PLAN
A1.06	ROOF PLAN
A1.31	FIRST FLOOR REFLECTED CEILING PLAN
A1.32	SECOND FLOOR REFLECTED CEILING PLAN
A1.33	THIRD FLOOR REFLECTED CEILING PLAN
A1.34	FOURTH FLOOR REFLECTED CEILING PLAN
A1.35	FIFTH FLOOR REFLECTED CEILING PLAN
A2.01	EXTERIOR ELEVATIONS
A2.02	EXTERIOR ELEVATIONS
A2.03	EXTERIOR ELEVATIONS
A2.04	EXTERIOR ELEVATIONS
A3.01	BUILDING SECTIONS
A3.02	WALL SECTIONS
A4.01	ENLARGED PLANS & ELEV - TRASH ENCLOSURE
A4.02	ENLARGED PLANS & ELEV - COMMON AREAS
A4.03	ENLARGED PLANS & ELEV - COMMON AREAS
A4.04	ENLARGED PLANS & ELEV - COMMON AREAS
A4.05	ENLARGED PLANS & ELEV - TYPICAL STUDIO UNITS
A4.06	ENLARGED PLANS & ELEV - SW CORNER UNITS
A4.07	ENLARGED PLANS & ELEV - BATHROOM & KITCHENS
A5.01	DETAILS
A5.02	DETAILS
A5.03	PLAN DETAILS
A5.04	WINDOWS & STOREFRONTS DETAILS
A6.01	PARTITION WALL SCHEDULE
A6.02	EXTERIOR PARTITION WALL SCHEDULE
A6.03	WINDOW SCHEDULE
A6.04	DOOR SCHEDULE
A6.05	FINISH SCHEDULE
A6.06	SIGNAGE SCHEDULE
A7.01	STAIR PLANS & SECTION - EAST STAIRS
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F1.05	FIFTH FLOOR FIRE PROTECTION PLAN
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