

# UNOFFICIAL COPY

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Doc#: 0501202024  
Eugene "Gene" Moore Fee: \$66.00  
Cook County Recorder of Deeds  
Date: 01/12/2005 07:19 AM Pg: 1 of 22

Much Shelist  
191 N. Wacker Drive, Suite 1800  
Chicago, IL 60606.1615  
Attn: Michael D. Burstein, Esq.

*This space reserved for Recorder's use only*

## SUBORDINATION AGREEMENT

This SUBORDINATION AGREEMENT (the "Agreement"), dated as of December 29<sup>th</sup>, 2004 (the "Effective Date"), is entered into by and between LASALLE BANK NATIONAL ASSOCIATION, a national banking association (the "Undersigned"), and MB FINANCIAL BANK, N.A., a national banking association (together with its successors and assigns, the "Bank").

## RECITALS

A. The Bank has made or will make certain loans (the "Loans") to Big Lake Transport, Inc., a Delaware corporation ("Big Lake Transport"), Big Lake Logistics, Inc., a Delaware corporation ("Big Lake Logistics"), Tri-National, Inc., a Delaware corporation ("Tri-National"), Tri-National Logistics, Inc., a Delaware corporation ("Tri-National Logistics"), London Property, L.L.C., a Delaware limited liability company ("London Property"), and London Texas Partners, LP, a Delaware limited partnership ("London Texas") (Big Lake Transport, Big Lake Logistics, Tri-National, Tri-National Logistics, London Property and London Texas are collectively referred to as "Borrower"), pursuant to that certain Loan and Security Agreement among the Bank, Big Lake Transport and Big Lake Logistics dated the Effective Date (as amended from time to time, the "Big Lake Loan Agreement"), that certain Loan and Security Agreement among the Bank, Tri-National and Tri-National Logistics dated the Effective Date (as amended from time to time, the "Tri-National Loan Agreement"), the Mortgage Documents and the Loan Documents (each as defined in the Big Lake Loan Agreement and the Tri-National Loan Agreement). The Loans will be secured by, among other things, (i) that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing (the "MB Cook County Mortgage") made by Borrower dated the date of this Agreement encumbering certain property (the "Cook County Premises") located in Cook County, Illinois and legally described on Exhibit A, and (ii) that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing (the "MB DuPage County Mortgage"; the MB Cook County Mortgage and the MB DuPage County Mortgage are collectively referred to herein as the "MB Mortgages") made by Borrower dated the date of this Agreement

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encumbering certain property (the "DuPage County Premises"; the Cook County Premises and the DuPage County Premises are collectively referred to herein as the "Mortgaged Premises") located in DuPage County, Illinois and legally described on Exhibit B. The Loans and the Mortgage Loans will be guaranteed by Robert Rogulic (the "Guarantor"). Capitalized terms not otherwise defined herein shall have the meanings assigned thereto in the Big Lake Loan Agreement and the Tri-National Loan Agreement.

B. The Undersigned previously made loans (individually and collectively referred to as the "Subordinated Loans") to Big Lake Transport, Big Lake Logistics, K&R Express Systems, Inc. ("K&R"), Midwest One Distribution Company, Inc. ("Midwest One") and London-Charleston, LLC ("London"; K&R, Midwest One and London are affiliates of Borrower and, collectively with Borrower are referred to herein as the "LaSalle Borrowers") as described in that certain Loan and Security Agreement dated May 24, 2002 (the "LaSalle Loan Agreement") and that certain Forbearance Agreement dated August 30, 2004, as amended by that certain First Amendment to Forbearance Agreement dated October \_\_, 2004 (collectively, the "LaSalle Forbearance Agreement") pursuant to one or more promissory notes, if any (the "Subordinated Notes"). The Subordinated Loans are secured by all the assets of the LaSalle Borrowers and are also guaranteed by the Guarantor and certain other affiliates of Borrower. In addition, the Subordinated Loans are secured by (i) that certain Mortgage encumbering the Cook County Premises made by London Property in favor of the Undersigned dated July 24, 2003, and recorded with the Cook County Recorder's Office on August 20, 2003, as Document No. 0323203075 (the "LaSalle Cook County Mortgage"), and (ii) that certain Mortgage encumbering the DuPage County Premises made by London Property in favor of the Undersigned dated December 19, 2003, and recorded with the DuPage County Recorder's Office on January 14, 2004, as Document No. R2004-011775 (the "LaSalle DuPage County Mortgage"). The LaSalle Loan Agreement, the LaSalle Forbearance Agreement, the LaSalle Cook County Mortgage, the LaSalle DuPage County Mortgage and the Subordinated Notes together with all associated notes, agreements, instruments or filings associated or executed in connection therewith from time to time, and as from time to time modified, extended, renewed, refinanced or restated to the extent permitted by the terms of this Agreement, are individually and collectively referred to as the "Subordinated Documents".

C. Prior the Effective Date, the Guarantor purchased a participation interest in the Subordinated Loans pursuant to that certain Participation Agreement dated August 30, 2004, as amended by that certain First Amendment to Participation Agreement dated as of September \_\_\_\_, 2004 and as amended by that certain Second Amendment to Participation Agreement dated as of December \_\_\_\_, 2004 (as amended, the "LaSalle Participation Agreement"). In connection with the funding of the Loans, the Undersigned's portion of the Subordinated Loans has been paid in full and no Liabilities (as defined in the LaSalle Loan Agreement) are outstanding with respect to the Undersigned, neither the LaSalle Borrowers nor the Guarantor have any further obligations to the Undersigned under the Subordinated Documents, the Undersigned has no further interest in any collateral securing the Subordinated Loans and the Guarantor has effectively purchased a 100% participation in the Subordinated Loan.

D. The accommodations provided in the Loan Documents are of material benefit to the Undersigned, and the Undersigned acknowledges that the Bank would not enter into the Loan

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Documents with the Borrower and extend any Loans thereunder unless the Undersigned executed and delivered this Agreement.

## AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants herein contained, the parties agree as follows:

1. The recitals to this Agreement are incorporated herein by this reference.
2. The Obligations, including, without limitation, any refinancings, replacements, amendments or other indulgences granted under the Loan Documents, are hereinafter referred to as the "MB Liabilities." The liabilities of the Borrower to the Undersigned arising under the Subordinated Documents or related to the Subordinated Loans, or under any other liabilities or whether or not evidenced by any instrument and whether now or in the future, are hereinafter referred to as the "LaSalle Liabilities." It is expressly understood and agreed that the MB Liabilities, as used herein, includes, without limitation, any and all interest accruing on any of the MB Liabilities after the commencement of any proceedings referred to in Section 4 hereof, notwithstanding any provision or rule of law which might restrict the rights of the Bank, as against the Borrower, or anyone else, to collect such interest. The Undersigned hereby covenants and agrees that any liens and rights of any kind that the Undersigned may now have and hereafter acquire (or be deemed to now have or hereafter acquire) against the Borrower or any Obligor and/or any of the Borrower's property shall be subordinate and subject in all respects to the Bank's liens and rights against the Borrower, the Obligors and/or the Borrower's property arising from or out of the MB Liabilities, regardless of the order, time or manner in which any such liens or rights attach to or are perfected in any of the Borrower's property.
3. The payment of all LaSalle Liabilities is postponed and subordinated to the payment in full of all MB Liabilities, and no payments or other distributions whatsoever in respect of any LaSalle Liabilities shall be made, nor shall any property or assets of the Borrower be applied to the purchase or other acquisition or retirement of any LaSalle Liabilities.
4. In the event of any dissolution, winding up, liquidation, reorganization or other similar proceedings relating to the Borrower or to its creditors or property (whether voluntary or involuntary, partial or complete, and whether in bankruptcy, insolvency or receivership, or upon an assignment for the benefit of creditors, or any other marshaling of the assets and liabilities of the Borrower, or any sale of all or substantially all of the assets of the Borrower, or otherwise), the MB Liabilities shall first be paid in full before the Undersigned shall be entitled to receive and to retain any payment or distribution in respect of the LaSalle Liabilities, and, in order to implement the foregoing, (a) all payments and distribution of any kind or character in respect of the LaSalle Liabilities shall be made directly to the Bank, (b) the Undersigned shall promptly file a claim or claims, in the form required in such proceedings, for the full outstanding amount of the LaSalle Liabilities, and shall cause said claim or claims to be approved and all payments and other distributions in respect thereof to be made directly to the Bank, and (c) the Undersigned hereby irrevocably agrees that the Bank may, at its sole discretion, in the name of the Undersigned or otherwise, demand, sue for, collect, receive and receipt for any and all such payments or distributions, and file, prove and vote or consent in any such proceedings with

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respect to, any and all claims of the Undersigned relating to the LaSalle Liabilities until this Agreement shall terminate or be terminated according to its terms whereupon the Bank shall use reasonable efforts to transfer such actions, claims or suits of whatever nature to the Undersigned.

5. In the event that the Undersigned receives any payment or other distribution of any kind or character from the LaSalle Borrowers or from any other source whatsoever in respect of any of the LaSalle Liabilities such payment or other distribution shall be received in trust for the Bank and promptly turned over by the Undersigned to the Bank. The Undersigned will execute such further documents or instruments and take such further action as the Bank may from time to time reasonably request to carry out the intent of this Agreement.

6. All payments and distributions received by the Bank in respect of the LaSalle Liabilities, to the extent received in or converted into cash, may be applied by the Bank first to the payment of any and all expenses (including reasonable attorneys' fees and legal expenses) paid or incurred by the Bank in enforcing this Agreement or in endeavoring to collect or realize upon any of the LaSalle Liabilities or any security therefore, and any balance thereof shall, solely as between the Undersigned and the Bank, be applied by the Bank, in such order of application as the Bank may from time to time select, toward the payment of the MB Liabilities remaining unpaid; but, as between the Borrower and its creditors, no such payments or distributions of any kind or character shall be deemed to be payments or distributions in respect of the MB Liabilities; and notwithstanding any such payments or distribution received by the Bank in respect of the LaSalle Liabilities and so applied by the Bank toward the payment of the MB Liabilities, the Undersigned shall be subrogated to the then existing rights of the Bank, if any, in respect to the MB Liabilities only at such time as this Agreement shall have been discontinued and the Bank shall have received payment of the full amount of the MB Liabilities, as provided for in Section 10 hereof.

7. The Undersigned hereby waives: (a) notice of acceptance by the Bank; (b) notice of the existence or creation or non-payment of all or any of the MB Liabilities; and (c) all diligence in collection or protection of or realization upon the MB Liabilities or any portion thereof or any security therefore.

8. The Undersigned will not without the prior written consent of the Bank: (a) transfer or assign, or attempt to enforce, collect, or bring any suit or action to enforce or collect, or subordinate to any Liabilities other than the MB Liabilities, any LaSalle Liabilities or any rights in respect thereof; (b) take any additional collateral security for any LaSalle Liabilities; (c) convert any LaSalle Liabilities into stock or other equity interests of the Borrower; or (d) commence, or join with any other creditor in commencing, any bankruptcy, reorganization or insolvency proceedings with respect to the Borrower. The Bank may intervene in any suit or action brought by the Undersigned in violation of this Agreement and interpose this Agreement as a bar to such suit or action, and the Borrower may also interpose this Agreement as a bar to any suit or action by any one or more of the Undersigned in violation hereof.

9. The Undersigned agrees to give the Bank, contemporaneously with the giving of notice to Borrower, copies of any notices given to Borrower regarding any default under the Subordinated Documents or which notice would, following the passage of time and failure to cure, result in the occurrence of a "default" or "event of default" under the Subordinated

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Documents. The Undersigned agrees that the indebtedness evidenced, secured and guaranteed by the Subordinated Documents shall not be accelerated, nor shall any remedies be pursued unless in the case of default under the Subordinated Documents and after expiration of all applicable grace periods, the Undersigned shall have given written notice of such default to the Bank and the Bank shall have consented to the Undersigned accelerating such debt or exercising such remedies in the sole discretion of the Bank.

10. The Undersigned agrees that in the event of a casualty to the buildings or improvements constructed on the any of the Mortgaged Premises or a condemnation or taking under a power of eminent domain of any of the Mortgaged Premises, the buildings or improvements thereon, or a threat of such a condemnation or taking, all adjustments of insurance claims, condemnation claims and settlements in anticipation of such a condemnation or taking shall be prosecuted, at the Bank's election, by the Bank and all payments and settlements of insurance claims or condemnation awards or payments in anticipation of condemnation or a taking shall be paid to the Bank. The Undersigned hereby irrevocably assigns to the Bank all of its interests in any such claims, settlements or awards (the "Award") and irrevocably grants to the Bank a power of attorney, coupled with an interest, to execute any and all documents on the Undersigned's behalf necessary in connection with the prosecution or settlement of the Award. In the event the amount of the Award is in excess of all amounts due under the MB Liabilities, the Bank agrees that such excess Award shall be paid to or held for the benefit of the Undersigned.

11. In the event the Borrower requests that the Bank and all other mortgagees or trustees under trust deeds of record execute any easements, tenant estoppel letters, nondisturbance agreements or plats of subdivision or similar documents in connection with the construction, development, operation or maintenance of any of the Mortgaged Premises, and the Bank executes the same, the Undersigned agrees to execute such documents and instruments as its interests appear.

12. The Undersigned agrees that an acquisition of fee title to any of the Mortgaged Premises by the Bank, its nominee, or any other person or entity through a foreclosure of any of the MB Mortgages (where such foreclosure does not extinguish the security interests created by the Subordinated Documents) or through a deed in lieu of foreclosure is not a "sale or disposition" and will not constitute an event of default under the Subordinated Documents. The Undersigned hereby waives any due on sale or due on refinancing provisions of the Subordinated Documents as they relate to the MB Liabilities.

13. This Agreement shall in all respects be a continuing agreement and shall remain in full force and effect until all MB Liabilities (including any extensions, renewals or refinancings thereof) have been paid in full.

14. The Bank may, from time to time, whether before or after any discontinuance of this Agreement, at its sole discretion and without notice to the Undersigned, take any or all of the following actions: (a) retain or obtain a security interest in any property to secure any of the MB Liabilities; (b) retain or obtain the primary or secondary obligation of any other debtor or obligors with respect to any of the MB Liabilities; (c) extend or renew for one or more periods (whether or not longer than the original period), alter or exchange any of the MB Liabilities, or

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release or compromise any obligation of any nature of any debtor with respect to any of the MB Liabilities; and (d) release its security interest in, or surrender, release or permit any substitution or exchange for, all or any part of any property securing any of the MB Liabilities, or extend or renew for one or more periods (whether or not longer than the original period) or release, compromise, alter or exchange any obligations of any nature of any debtor with respect to any such property.

15. The Bank may, from time to time, whether before or after any discontinuance of this Agreement, upon ten (10) days prior notice to the Borrower, assign or transfer any or all of the MB Liabilities or any interest therein; and, notwithstanding any such assignment or transfer or any subsequent assignment or transfer thereof, such MB Liabilities shall be and remain MB Liabilities for the purposes of this Agreement, and every immediate and successive assignee or transferee of any of the MB Liabilities or of any interest therein shall, to the extent of the interest of such assignee or transferee in the MB Liabilities, be entitled to the benefits of this Agreement to the same extent as if such assignee or transferee were the Bank.

16. The Bank shall not be prejudiced in its rights under this Agreement by any act or failure to act of the Borrower or the Undersigned, or any noncompliance of the Borrower or the Undersigned with any agreement or obligation, regardless of any knowledge thereof which the Bank may have or with which the Bank may be charged; and no action of the Bank permitted hereunder shall in any way affect or impair the rights of the Bank and the obligations of the Undersigned under this Agreement.

17. No delay on the part of the Bank in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Bank of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy; nor shall any modification or waiver of any of the provisions of this Agreement be binding upon the Bank except as expressly set forth in a writing duly signed and delivered on behalf of the Bank. For the purposes of this Agreement, the term "MB Liabilities" shall include all obligations of the Borrower to the Bank, notwithstanding any right or power of the Borrower or anyone else to assert any claim or defense as to the invalidity or unenforceability of any such obligation, and no such claim or defense shall affect or impair the agreements and obligations of the Undersigned hereunder.

18. This Agreement shall be binding upon the Undersigned and upon the heirs, legal representatives, successors and assigns of the Undersigned; and, to the extent that the Borrower or the Undersigned is either a partnership, a limited liability company or a corporation, all references herein to the Borrower and the Undersigned, respectively, shall be deemed to include any successor or successors, whether immediate or remote, to such partnership, limited liability company or corporation.

19. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois. Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any such provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

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20. THE UNDERSIGNED WAIVES EVERY PRESENT AND FUTURE DEFENSE, CAUSE OF ACTION, COUNTERCLAIM OR SETOFF WHICH THE UNDERSIGNED MAY NOW HAVE OR HEREAFTER MAY HAVE TO ANY ACTION BY THE BANK IN ENFORCING THIS AGREEMENT. THE UNDERSIGNED WAIVES ANY IMPLIED COVENANT OF GOOD FAITH AND RATIFIES AND CONFIRMS WHATEVER THE BANK MAY DO PURSUANT TO THE TERMS OF THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE BANK GRANTING ANY FINANCIAL ACCOMMODATION TO THE BORROWER.

21. The Undersigned hereby agrees to indemnify and hold the Bank harmless with respect to any and all liabilities, obligations, losses, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever incurred by the Bank, whether direct, indirect or consequential, as a result of or arising from or relating to any proceeding, whether threatened or initiated, asserting any claim for legal or equitable remedy under any statute, regulation or common law principle arising from or in connection with the performance, administration and enforcement of this Agreement or any other document executed by the Undersigned in connection therewith. The foregoing indemnity shall survive the payment in full of the MB Liabilities.

22. THE BANK AND THE UNDERSIGNED, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, EACH KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE IRREVOCABLY, THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT OR COURSE OF DEALING IN WHICH THE BANK AND THE UNDERSIGNED ARE ADVERSE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE BANK GRANTING ANY FINANCIAL ACCOMMODATION TO THE BORROWER.

23. TO INDUCE THE BANK TO MAKE THE LOANS, THE UNDERSIGNED IRREVOCABLY AGREES THAT ALL ACTIONS ARISING, DIRECTLY OR INDIRECTLY, AS A RESULT OR CONSEQUENCE OF THIS AGREEMENT OR ANY OTHER AGREEMENT WITH THE BANK, SHALL BE INSTITUTED AND LITIGATED ONLY IN COURTS HAVING THEIR SITUS IN THE CITY OF CHICAGO, ILLINOIS. THE UNDERSIGNED HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT HAVING ITS SITUS IN SAID CITY, AND WAIVES ANY OBJECTION BASED ON FORUM NON CONVENIENS. THE UNDERSIGNED HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, DIRECTED TO THE UNDERSIGNED AS SET FORTH HEREIN IN THE MANNER PROVIDED BY APPLICABLE STATUTE, LAW, RULE OF COURT OR OTHERWISE.

24. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

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25. Except as otherwise provided herein, the Undersigned waives all notices and demands in connection with the enforcement of the Bank's rights hereunder. All notices, requests, demands and other communications provided for hereunder shall be in writing, sent by certified or registered mail, postage prepaid, by facsimile, telegram or delivered in person, and addressed as follows:

If to the Undersigned: LaSalle Bank National Association  
 135 South LaSalle Street  
 Chicago, Illinois 60603  
 Attention: Linda Weber  
 Fax: (312) 904-9340

Copy to: Vedder, Price, Kaufman & Kammholz, P.C.  
 222 North LaSalle Street  
 Chicago, Illinois 60601  
 Attention: Michael Eidelman  
 Fax: (312) 609-5005

If to the Bank: MB Financial Bank, N.A.  
 6111 North River Road, 10th floor  
 Rosemont, Illinois 60018  
 Attention: Bernard T. Bartilad and Richard A. Beutel  
 Fax: (847) 553-0083

Copy to: Much Shelist  
 191 North Wacker Drive, Suite 1800  
 Chicago, Illinois 60606-1615  
 Attention: Julie M. Hausa  
 Fax: (312) 521-2100

or, as to each party, at such other address as shall be designated by such party in a written notice to each other party complying as to delivery with the terms of this subsection. No notice to or demand on the Undersigned in any case shall entitle the Undersigned to any other or further notice or demand in similar or other circumstances.

26. This Agreement shall terminate upon full and final payment of any and all amounts due under the MB Liabilities, provided that all rights of the Undersigned under this Agreement shall automatically terminate at such time as the LaSalle Liabilities have been paid in full.

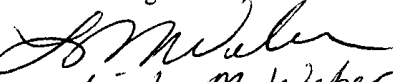
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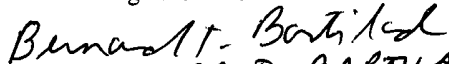
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IN WITNESS WHEREOF, the Undersigned and the Bank have executed this Subordination Agreement as of the date first above written.

LASALLE BANK NATIONAL ASSOCIATION,  
a national banking association

By:   
Name: *Linde M. Weber*  
Title: *Sr. V.P.*

MB FINANCIAL BANK, N.A.,  
a national banking association

By:   
Name: *BERNARD T. BARTILAD*  
Title: *VICE PRESIDENT*

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STATE OF ILLINOIS )

COUNTY OF COOK )  
).ss

I Karen Parrish, a Notary Public in and for said County, in the State aforesaid, DO  
HEREBY CERTIFY that Linda Weber Service Pres of LASALLE BANK NATIONAL  
ASSOCIATION, a national banking association, is 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 he signed and  
delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 28 day of December, 2004.

*Karen Parrish*  
Notary Public

My Commission Expires:



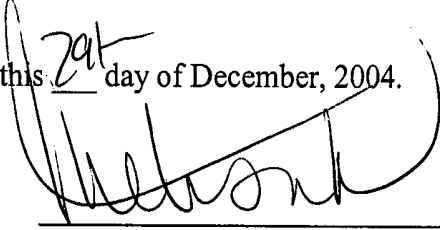
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STATE OF ILLINOIS     )  
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COUNTY OF COOK     )

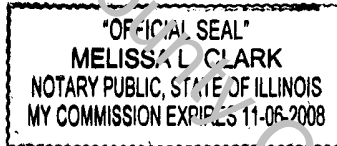
I The undersigned a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Bernard T. Bartolao of MB FINANCIAL BANK, N.A., a national banking association, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29th day of December, 2004.



Notary Public

My Commission Expires: 11/12/08



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## EXHIBIT A

### LEGAL DESCRIPTION OF THE COOK COUNTY PREMISES

A PORTION OF LOTS 4 AND 5 IN ALEXANDER A. MCDONNELL AND OTHERS SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO PART OF LOT 1 IN THE SUBDIVISION OF THE WESTERLY PART OF LOT 6 IN SAID MCDONNELL AND OTHERS SUBDIVISION DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 5; THENCE SOUTH 89 DEGREES 47 MINUTES EAST ON THE SOUTH LINE THEREOF, 151.79 FEET TO THE SOUTHEASTERLY LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD, SAID SOUTHEASTERLY LINE BEING 150 FEET SOUTHEASTERLY (BY RIGHT ANGLE MEASURE) OF THE CENTER-LINE OF THE ORIGINAL MAIN TRACK; THENCE NORTH 34 DEGREES 11 MINUTES 30 SECONDS EAST ON SAID SOUTHEASTERLY LINE 530.52 FEET TO THE SOUTHWESTERLY LINE OF PARCEL "S"- "W"-6-05 OF THE SOUTHWEST EXPRESSWAY F. A. I. NUMBER 55 AS MONUMENTED AND OCCUPIED FOR THE PLACE OF BEGINNING THENCE SOUTHEASTERLY ON THE 3 FOLLOWING COURSES OF SAID SOUTHWESTERLY LINE: (A) SOUTH 62 DEGREES 16 MINUTES EAST, 397.97 FEET TO A CONCRETE MONUMENT; (B) SOUTH 56 DEGREES 36 MINUTES EAST ON A CHORD LENGTH OF 261.30 FEET ON A CURVED LINE CONVEX TO THE NORTHEAST HAVING A RADIUS OF 1407.39 FEET AND AN ARC LENGTH OF 261.67 FEET TO A CONCRETE MONUMENT; (C) SOUTH 41 DEGREES 22 MINUTES 10 SECONDS EAST ON A CHORD LENGTH OF 229.16 FEET, ON A CURVED LINE, CONVEX TO THE NORTHEAST HAVING A RADIUS OF 665.0 FEET, AND AN ARC LENGTH OF 230.31 FEET TO THE NORTHWESTERLY LINE OF PARCEL "S"- "W"-6-4 EAST OF SAID EXPRESSWAY; THENCE SOUTH 30 DEGREES 28 MINUTES 56 SECONDS WEST ON SAID LINE 374.56 FEET; THENCE NORTH 67 DEGREES 41 MINUTES 23 SECONDS WEST 477.34 FEET ALONG AN EXISTING CYCLONE FENCE; THENCE NORTH 88 DEGREES 50 MINUTES WEST 164.90 FEET ALONG AN EXISTING CYCLONE FENCE; THENCE NORTH 13 DEGREES 27 MINUTES 40 SECONDS WEST 134.06 FEET; THENCE NORTH 00 DEGREES 47 MINUTES EAST 246.0 FEET; THENCE NORTH 07 DEGREES 28 MINUTES EAST 140.0 FEET TO THE SAID SOUTHEASTERLY LINE, OF SAID RAILROAD; THENCE NORTH 34 DEGREES 11 MINUTES 30 SECONDS EAST ON SAID LINE, 150.0 FEET TO THE POINT OF BEGINNING, (EXCEPTING THEREFROM THE NORTHWESTERLY 25 FEET, (BY RIGHT ANGLE MEASURE) TO THE NORTHWESTERLY LINE OF SAID LAND), IN COOK COUNTY, ILLINOIS

[DESCRIPTION CONTINUES ON FOLLOWING PAGE]

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NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS TO AND FOR THE BENEFIT OF PARCEL 1 AS RESERVED IN DEED FROM AMERICAN FREIGHT SYSTEM, INC., TO THOMAS R. MANCINE AND CHARLOTTE MANCINE RECORDED OCTOBER 30, 1979 AS DOCUMENT 25217029 OVER AND ACROSS THE FOLLOWING DESCRIBED STRIP OF LAND: A STRIP OF LAND IN THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF PARCEL "S"- "W"6-5 OF THE SOUTHWEST EXPRESSWAY F. A. I. NUMBER 55 AS MONUMENTED AND OCCUPIED, WITH THE SOUTHEASTERLY LINE OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD (SAID SOUTHEASTERLY LINE BEING 150 FEET SOUTHEASTERLY OF (BY RIGHT ANGLE MEASURE) THE CENTER LINE OF THE ORIGINAL MAIN TRACK); THENCE NORTH 34 DEGREES 11 MINUTES 30 SECONDS EAST ON SAID SOUTHEASTERLY LINE OF RAILROAD 557 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY ON A CURVED LINE, CONVEX TO THE NORTH AND HAVING A RADIUS OF 917.19 FEET A DISTANCE OF 724.80 FEET TO A POINT IN THE CENTER LINE OF LAWNDALE AVENUE SAID POINT BEING 96.25 FEET SOUTH (BY RIGHT ANGLE MEASURE) OF THE NORTH LINE OF SAID SOUTH EAST 1/4 AND 1338.88 FEET EAST OF THE WEST LINE OF SAID SOUTH EAST 1/4; THENCE SOUTHEASTERLY ON SAID CENTER LINE BEING A CURVE OF RADIUS 358 FEET CONVEX TO THE WEST, A DISTANCE OF 25.17 FEET MORE OR LESS TO A CURVED LINE THAT IS 25.00 FEET SOUTHEASTERLY OF AND CONCENTRIC WITH THE AFORESAID CURVED LINE, WHOSE RADIUS IS 917.19 FEET; THENCE SOUTHWESTERLY ON SAID CURVE 709.31 FEET TO END OF CURVE; THENCE SOUTH 34 DEGREES 11 MINUTES 30 SECONDS WEST ON A LINE THAT IS 25 FEET SOUTHEASTERLY OF AND PARALLEL WITH THE AFORESAID SOUTHEASTERLY LINE OF SAID RAILROAD, A DISTANCE OF 554.16 FEET TO THE SAID SOUTHWESTERLY LINE OF PARCEL S-W-6-5; THENCE CONTINUING SOUTH 34 DEGREES 11 MINUTES 30 SECONDS WEST 202.48 FEET; THENCE SOUTH 07 DEGREES 38 MINUTES WEST 84.41 FEET; THENCE SOUTH 00 DEGREES 47 MINUTES WEST 246.00 FEET, THENCE SOUTH 13 DEGREES 27 MINUTES 40 SECONDS EAST 40.00 FEET; THENCE NORTH 89 DEGREES 13 MINUTES WEST 34.84 FEET TO A POINT ON A LINE THAT IS 25 FEET WEST OF AND PARALLEL TO THE AFORESAID COURSE WHOSE LENGTH WAS 246 FEET; THENCE NORTH 00 DEGREES 47 MINUTES EAST ON SAID LINE 361.22 FEET TO THE SAID SOUTHEASTERLY LINE OF SAID RAILROAD; THENCE NORTH 34 DEGREES 11 MINUTES 30 SECONDS EAST ON SAID LINE 224.99 FEET TO THE PLACE OF BEGINNING (EXCEPTING THEREFROM THE EASTERLY 33 FEET TAKEN FOR LAWNDALE AVENUE) IN COOK COUNTY, ILLINOIS.

Address: 5101-5109 Lawndale, Summit, IL

PINs: 18-11-400-017-0000  
18-11-402-008-0000

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## EXHIBIT B

### LEGAL DESCRIPTION OF THE DUPAGE COUNTY PREMISES

THAT PART OF THE WEST 1/2 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 25 AND THE NORTH LINE OF ROUTE 66, AS RECORDED JULY 24, 1947 AS DOCUMENT NO. 525676; THENCE NORTHERLY ON SAID EAST LINE, 538.40 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25; THENCE WESTERLY ALONG THE LAST SAID LINE, 1,314.18 FEET TO THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25; THENCE SOUTH ALONG THE LAST SAID LINE, 664.66 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 25; THENCE NORTH 89 DEGREES 57 MINUTES 50 SECONDS EAST, ON THE NORTH LINE OF SAID SOUTHWEST 1/4, 11.00 FEET; THENCE SOUTH 01 DEGREES 48 MINUTES 27 SECONDS WEST, 61.58 FEET; THENCE SOUTH 28 DEGREES 03 MINUTES 30 SECONDS EAST, 461.66 FEET TO THE POINT IN THE NORTH LINE OF SAID ROUTE 66, SAID POINT BEING 1,241.26 FEET SOUTHWESTERLY OF THE POINT OF BEGINNING, AS MEASURED ON SAID NORTH RIGHT-OF-WAY LINE; THENCE NORTHEASTERLY ON SAID NORTH RIGHT-OF-WAY LINE, 1,241.26 FEET TO THE POINT OF BEGINNING, IN DUPAGE, ILLINOIS.

Address: 15 W 460 Frontage Road, Burr Ridge, Illinois

PINs: 09-25-109-003  
09-25-301-005

# UNOFFICIAL COPY

## ACKNOWLEDGMENT

The Borrower hereby acknowledges receipt of a copy of the foregoing Subordination Agreement, waives notice of acceptance thereof by the Bank, and agrees to be bound by the terms and provisions thereof, to make no payments or distributions contrary to the terms and provisions thereof, and to do every other act and thing necessary or appropriate to carry out such terms and provisions. In the event of any violation of any of the terms and provisions of the foregoing Subordination Agreement, then, at the election of the Bank, any and all obligations of the Borrower to the Bank shall forthwith become due and payable and any and all agreements of the Bank to make any loans, advances or other financial accommodations to the Borrower shall forthwith terminate, notwithstanding any provisions thereof to the contrary.

BIG LAKE TRANSPORT, INC.,  
a Delaware corporation

By:

Name: John Hall  
Title: President

BIG LAKE LOGISTICS, INC.,  
a Delaware corporation

By:

Name: John Hall  
Title: President

TRI-NATIONAL, INC.,  
a Delaware corporation

By:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TRI-NATIONAL LOGISTICS, INC.,  
a Delaware corporation

By:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LONDON PROPERTY, L.L.C., a Delaware  
limited liability company

By:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LONDON TEXAS PARTNERS, LP, a  
Delaware limited partnership

By:

London-Laredo, LLC, a Delaware  
limited liability company, its General  
Partner

By:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

# UNOFFICIAL COPY

## ACKNOWLEDGMENT

The Borrower hereby acknowledges receipt of a copy of the foregoing Subordination Agreement, waives notice of acceptance thereof by the Bank, and agrees to be bound by the terms and provisions thereof, to make no payments or distributions contrary to the terms and provisions thereof, and to do every other act and thing necessary or appropriate to carry out such terms and provisions. In the event of any violation of any of the terms and provisions of the foregoing Subordination Agreement, then, at the election of the Bank, any and all obligations of the Borrower to the Bank shall forthwith become due and payable and any and all agreements of the Bank to make any loans, advances or other financial accommodations to the Borrower shall forthwith terminate, notwithstanding any provisions thereof to the contrary.

BIG LAKE TRANSPORT, INC.,  
a Delaware corporation

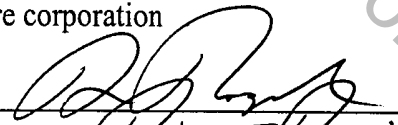
BIG LAKE LOGISTICS, INC.,  
a Delaware corporation

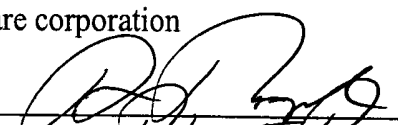
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TRI-NATIONAL, INC.,  
a Delaware corporation

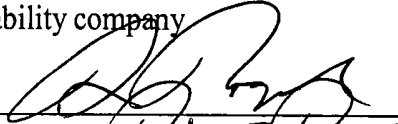
TRI-NATIONAL LOGISTICS, INC.,  
a Delaware corporation

By:   
Name: Albert Vignolic  
Title: CEO


By:   
Name: Albert Vignolic  
Title: CEO

LONDON PROPERTY, L.L.C., a Delaware  
limited liability company

LONDON TEXAS PARTNERS, LP, a  
Delaware limited partnership

By:   
Name: Albert Vignolic  
Title: CEO MANAGER

By: London-Laredo, LLC, a Delaware  
limited liability company, its General  
Partner

By:   
Name: Albert Vignolic  
Title: MANAGER



# UNOFFICIAL COPY

STATE OF ~~ILLINOIS~~ MO )  
 )  
 ) ss  
COUNTY OF ~~COOK~~ MISS. )

I Tammy D. Taylor, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John Hall, President of BIG LAKE TRANSPORT, INC., a Delaware corporation, is 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 he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29 day of December, 2004.



TAMMY D. TAYLOR  
Mississippi County  
My Commission Expires  
June 12, 2007

Tammy D. Taylor  
Notary Public

My Commission Expires: \_\_\_\_\_

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF ~~ILLINOIS~~ MO )  
COUNTY OF ~~COOK~~ MISS. ) .AS

I Tammy D Taylor, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John Hall, President of BIG LAKE LOGISTICS, INC., a Delaware corporation, is 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 he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29 day of December, 2004.



TAMMY D. TAYLOR  
Mississippi County  
My Commission Expires  
June 12, 2007

Tammy D Taylor  
Notary Public

My Commission Expires: \_\_\_\_\_

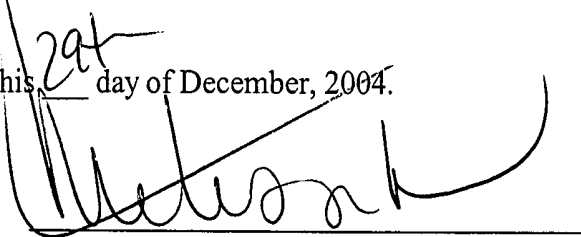
Property of Cook County Clerk's Office

# UNOFFICIAL COPY

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 *Robert Vignoli, CEO* of TRI-NATIONAL, INC., a Delaware corporation, is 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 he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this *29th* day of December, 2004.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



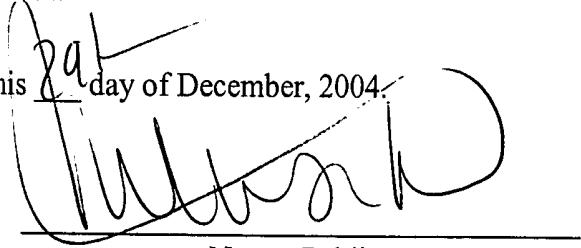
Property of Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF ILLINOIS        )  
  ) .ss  
COUNTY OF COOK        )

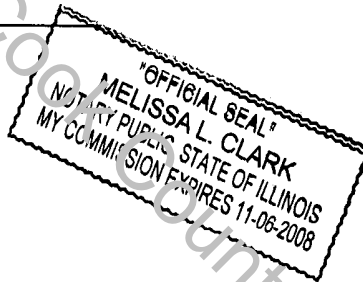
I The undersigned a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert Logulic, CEO of TRI-NATIONAL LOGISTICS, INC., a Delaware corporation, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 24<sup>th</sup> day of December, 2004.



Notary Public

My Commission Expires: \_\_\_\_\_



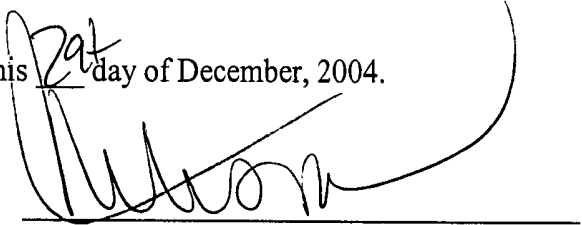
Property of Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF ILLINOIS       )  
  ).ss  
COUNTY OF COOK       )

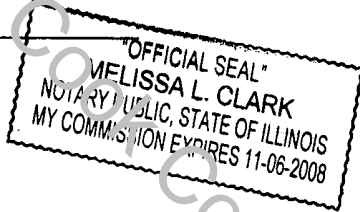
I The undersigned Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert Rogulic, Manager of LONDON PROPERTY, L.L.C., a Delaware limited liability company, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29<sup>th</sup> day of December, 2004.



Notary Public

My Commission Expires: \_\_\_\_\_



Property of Cook County Clerk's Office

# UNOFFICIAL COPY

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 Robert Lopez, Manager of LONDON-LAREDO, LLC, a Delaware limited partnership, the General Partner of LONDON TEXAS PARTNERS, LP, a Delaware limited partnership, is 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 he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29th day of December, 2004.

[Signature]  
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



Property of Cook County Clerk's Office