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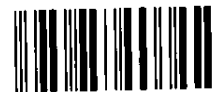
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Cook County Recorder

33.50



08070078

This Instrument was prepared by and when recorded please return to:

Timothy E. Weilandt
McCarthy, Duffy, Neidhart & Snakard
180 N. LaSalle Street, Suite 1400
Chicago, Illinois 60601



SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

RE: 3604 W. Grand Avenue, Chicago, Illinois 60651

THIS SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT ("Agreement") is made by CENTRAL BANK FOODS, INC ("Tenant"), with its principal place of business at 3600-3604 W. Grand Ave, CHICAGO, Illinois 60651, and ASSOCIATED BANK OF CHICAGO, an Illinois banking association, (the "Bank"), having its principal office at 5200 N. Central Avenue, Chicago, Illinois 60630.

RECITALS

WHEREAS, the Bank is or is about to be the owner and holder of a certain Mortgage Note ("Note"), secured by a certain Mortgage ("Mortgage") of even date herewith upon certain real estate commonly and legally described in Exhibit "A" attached hereto and made a part hereof ("Premises");

WHEREAS, by lease agreement dated July 31, 1998, a true and correct copy of which is attached hereto as Exhibit "B" ("Lease"), the Tenant leased all or a portion of the Premises ("Leased Premises") more particularly described in the Lease;

WHEREAS, the Bank has required the execution of this Agreement as a condition to disbursement of the loan proceeds evidenced by the Note; and the parties have agreed to subordination of any and all rights under the Lease to the lien of the Mortgage and the continuation of said Lease in the event of default under the Mortgage.

NOW THEREFORE, in consideration of the above and other good and valuable consideration, the mutual receipt and sufficiency of which are hereby acknowledged, and in consideration of the covenants hereinafter set forth, the parties hereto covenant and agree as follows:

ARTICLE I

INCORPORATION

1.01 Incorporation. The preambles set forth above constitute a material part of this Agreement and by this reference are incorporated herein as if set forth hereinbelow.

1.02 Tenant Warranty. Tenant represents and warrants to Bank that: (i) the Lease is in full force and effect and is binding upon Tenant and there is no existing uncured or unwaived default thereunder and no event has occurred which with the giving of notice, or the passage of time, or both, could constitute or become a default; (ii) Tenant has accepted possession of the Leased Premises, is in occupation under the Lease and the term of the Lease has commenced; (iii) no rents have been prepaid except as provided for in the Lease and Tenant does not now have or hold any claim against the landlord which might be set off or credited against future accruing rents; (iv) all improvements contemplated by the lease have been entirely completed as required therein and in all collateral agreements, plans and specifications

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respecting the same and the Lease has not been modified, altered or amended; (v) Tenant has no notice of any assignment, hypothecation or pledge of rents accruing under the Lease other than to the Bank; and (vi) Tenant has no present right under the Lease to terminate said Lease or abate any rent payments.

ARTICLE II

SUBORDINATION

2.01 Subordination. Tenant hereby subordinates all its interest and rights as lessee under the Lease to the lien of the Mortgage held by the Bank, including all extensions, renewals, modifications and future advances under such Mortgage or the Note or notes secured by such Mortgage, subject, however, to the provisions of this Agreement, which Lease shall be effective with respect to the Mortgage as if the Lease was executed subsequent to the execution and recordation of the Mortgage and any extension, renewal, modification or amendment thereof.

2.02 Agreement to Execute. Tenant hereby agrees that it shall, at the request of the Bank, execute such additional documents, in addition to this Agreement, as shall be reasonably necessary to effect and confirm such subordination.

2.03 Attornment. In the event the Bank acquires the Leased Premises through foreclosure, by deed or other conveyance in lieu of foreclosure, or otherwise, the Bank and Tenant agree as follows:

a. Tenant will recognize and attorn to the Bank or any person lawfully claiming under, to or through Bank as the landlord under the terms of the Lease and this Agreement. Such attornment shall be effective and self-operative without the execution of any further instruments by either party hereto;

b. So long as Tenant makes all rents and other payments due under the Lease to the party lawfully entitled thereto from time to time and otherwise performs all of Tenant's covenants and agreements contained therein in a timely manner and in accordance therewith, and provided that Tenant is not in default under the Lease or this Agreement, the Bank will not join the Tenant as a defendant in any foreclosure proceeding and will specifically acknowledge Tenant's rights under the Lease and that the Lease will continue in full force and effect and that neither the Lease nor Tenant's rights to possess, occupy and use the Leased Premises will be terminated thereby or otherwise interfered with or disturbed;

c. Bank or any person or entity lawfully claiming under, to and through Bank as landlord shall not be: (i) liable for any act or omission of any prior landlord; (ii) subject to any offsets or defenses which the Tenant might have against any prior landlord; (iii) bound by any rent or additional rent which the Tenant might have paid for more than the current month to any prior landlord; or (iv) bound by any modification of the Lease made without Bank's consent that is required to be consented to as specified in paragraph 1.03 and 4.01 of the Collateral Assignment of Rents and Leases.

2.04 Non-Disturbance. The Bank hereby consents to the Lease and agrees that so long as Tenant keeps and performs the terms and provisions of said Lease on its part to be performed the Bank will recognize the rights of Tenant under the Lease and will not interfere with its possession so long as there is no default of the terms and provisions of the Lease on the part of the Tenant thereunder.

ARTICLE III

MISCELLANEOUS

3.01 Notices. Whenever it is provided herein that notice, demand, request, consent, approval or other communication shall be required or may be given to any party by another party or parties, it shall be in writing and, any law or statute to the contrary notwithstanding, shall be (1) hand delivered; (2) served by Express Mail with overnight delivery; or (3) served by certified mail, return receipt requested, addressed as follows:

If to Bank: Associated Bank of Chicago
5200 N. Central Avenue
Chicago, IL 60630
ATTN: Brian Gawin

If to Tenant: Bill G. Stone Esq. - SUITE 2675
311 S. WALKER DRIVE
CHICAGO, ILLINOIS 60606-6620

or to such other address as a party may from time to time designate by notice to others, as herein provided. Any notice hereunder shall be deemed to have been given on (1) the date of delivery if hand delivered; (2) the following business day after depositing with express mail service; (3) the third business day following the date of postmarking if addressee fails or refuses to receipt for or accept service by certified mail with return receipt requested; or (4) the date of execution of the receipt if by certified mail with return receipt requested. The failure of the addressee to accept any such certified mail shall not constitute a failure to give or receive proper notice.

3.02 Binding Effect. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

3.03 No Effect on Mortgage. Nothing contained in this Agreement shall in any way impair or affect the lien created by the Mortgage.

3.04 Illinois Law to Apply. This Agreement has been entered into and shall be performed in the State of Illinois and the laws of the State of Illinois shall govern the interpretation, construction and enforcement of this Agreement and the rights, duties and obligations of the parties hereto.

3.05 Attorney Fees. In the event any party to this Agreement shall become or be made a party to any litigation to interpret, construe or enforce this Agreement or on account of a breach or default hereunder or otherwise on account of being a party hereto, then the prevailing party, in addition to any other right, remedy, relief, or damages awarded in such litigation, shall also have the right to recover all of said prevailing party's costs and expenses of such litigation, including but not limited to reasonable attorney's fees.

3.06 Writing Required. No modification, amendment, waiver or release of any provision of this Agreement or any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose whatsoever unless in writing and duly executed by the parties hereto.

3.07 No Waiver. The waiver by any party of any breach hereto shall not at any time be taken or held to be a waiver of any succeeding breach of the same or any other provision hereof.


3.08 Time of Essence; Severability. Time is of the essence in the performance of this Agreement and this requirement may be waived only by a written waiver executed by the party who would otherwise have the right to require such timely performance. Solely for the purpose of determining the legality of this Agreement the various terms

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and provisions hereof shall be deemed severable; and, in the event any provision hereof shall be held to be invalid or unenforceable, such invalid or unenforceable provision shall be construed as if not originally contained herein.

IN WITNESS WHEREOF, the parties hereto have executed and affixed their respective seals to this Agreement as of the day and year first above written.

TENANT:



By: PRESIDENT
Print Name: DIMITRIS BOUSIS
Title: OWNER

BANK:

ASSOCIATED BANK OF CHICAGO, an Illinois Banking Association

By: Brian M. Quinn
An Authorized Officer

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STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

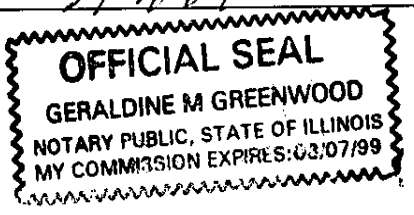
I, Gerry M. Greenwood, a Notary Public, in and for said County, in the state aforesaid, do hereby certify that DIMITRIOS BOUSIS, President of Central Park Foods, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth; and then and there acknowledged that he, as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said corporation as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20 day of October, 1998

Geraldine M. Greenwood
Notary Public

My Commission Expires:

3/7/99



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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

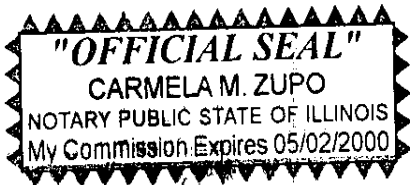
I, CARMELA ZUPO, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that BRIAN M. GAWIN, ANP of Associated Bank of Chicago, an Illinois banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such ANP, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth; and then and there acknowledged that he/she, as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 13th day of NOV, 1998.

Carmela M. Zupo
Notary Public

My Commission Expires:

5/2/00



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EXHIBIT A
TO
SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

Lots 1, 2, 3 and 4 in Block 1 in Treat's Subdivision of the Northeast 1/4 of the Southwest 1/4 of Section 2, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

Commonly Known As: 3604 W. Grand Avenue, Chicago, Illinois

Property of Cook County Clerk's Office