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1999-10-26 14:12:56
Cook County Recorder 43.00

THIS INSTRUMENT WAS PREPARED BY
AND UPON RECORDING RETURN TO:



Citicorp Leasing, Inc.
2600 Michelson, Suite 1200
Irvine, CA 92612
Attention: JIM SUMRALL

Re: Shamrock Enterprises, Inc.
McGue Family III, L.L.C.

7830428-02-TMS 10 of 11

SUBORDINATION AGREEMENT

SUBORDINATION AGREEMENT, dated October 1, 1999, made by TERRY AND ELIZABETH ROBINSON (jointly and severally, "the Subordinated Creditor") and SHAMROCK ENTERPRISES, INC, an Illinois corporation and MCGUE FAMILY III, L.L.C. (jointly and severally, the "Borrower"), in favor of CITICORP LEASING, INC., a Delaware corporation, as Agent for HARRISION CREDIT CORP., a Delaware corporation (the "Lender").

PRELIMINARY STATEMENTS:

(1) The Lender has entered into a Loan Agreement dated as of October __, 1999 with the Borrower (said Agreement, as it may hereafter be amended or otherwise modified from time to time, being the "Credit Agreement", the terms defined therein and not otherwise defined herein being used herein as therein defined).

(2) The Borrower is indebted to the Subordinated Creditor in the principal amount of \$1,675,000 evidenced by a promissory note dated October __, 1999, and may hereafter from time to time become indebted or otherwise obligated to the Subordinated Creditor in further amounts. All indebtedness and other obligations of the Borrower to the Subordinated Creditor now or hereafter existing (whether created directly or acquired by assignment or otherwise), and interest and premiums, if any, thereon and other amounts payable in respect thereof or in connection therewith, are hereinafter referred to as the "Subordinated Debt".

(3) It is a condition precedent to the making of Advances by the Lender under the Credit Agreement that the Subordinated Creditor shall have executed and delivered this Agreement.

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NOW, THEREFORE, in consideration of the premises and in order to induce the Lender to make Advances under the Credit Agreement, the Subordinated Creditor and the Borrower each hereby agrees as follows:

SECTION 1. Agreement to Subordinate. The Subordinated Creditor and the Borrower each agrees that the Subordinated Debt and the payment thereof is and shall be subordinate, to the extent and in the manner hereinafter set forth, to the prior payment in full of all obligations of the Borrower now or hereafter existing under the Credit Agreement, the Note and the other Loan Documents, whether for principal, interest, default interest (including, without limitation, interest and default interest, as provided in the Note, accruing after the filing of a petition initiating any proceeding referred to in Section 2(a), whether or not such interest accrues after the filing of such petition for purposes of the Bankruptcy Code or is an allowed claim in such proceeding), fees, expenses, including attorneys fees, or otherwise (such obligations being the "Obligations"); provided, however, that the Subordinated Creditor may receive and the Borrower may pay regularly scheduled payments on the Subordinated Debt (in an amount not to exceed eight percent (8%) of the principal amount of the Subordinated Debt in any twelve month period) on the stated dates of payment thereof if, at the time of making such payment and immediately after giving effect thereto, no Event of Subordination as set forth in Section 2 shall have occurred and be continuing. For the purposes of this Agreement, the Obligations shall not be deemed to have been paid in full until and unless the Lender shall have received payment of the Obligations in full in cash.

SECTION 2. Events of Subordination.

(a) In the event of any dissolution, winding up, liquidation, arrangement, reorganization, adjustment, protection, relief or composition of the Borrower or its debts, whether voluntary or involuntary, in any bankruptcy, insolvency, arrangement, reorganization, receivership, relief or other similar case or proceeding under any Federal or State bankruptcy or similar law or upon an assignment for the benefit of creditors or any other marshalling of the assets and liabilities of the Borrower or otherwise, the Lender shall be entitled to receive payment in full of the Obligations before the Subordinated Creditor is entitled to receive any payment of all or any of the Subordinated Debt, and any payment or distribution of any kind (whether in cash, property or securities) that otherwise would be payable or deliverable upon or with respect to the Subordinated Debt in any such case, proceeding, assignment, marshalling or otherwise (including any payment that may be payable by reason of any other indebtedness of the Borrower being subordinated to payment of the Subordinated Debt) shall be paid or delivered directly to the Lender for application (in the case of cash) to, or as collateral (in the case of non-cash property or securities) for, the payment or prepayment of the Obligations until the Obligations shall have been paid in full.

(b) In the event that (i) any Event of Default described in Section 5.01 (a) of the Credit Agreement shall have occurred and be continuing or (ii) any judicial proceeding shall be pending with respect to any Event of Default, then no payment (including any payment that may be payable by reason of any other indebtedness of the Borrower being subordinated to payment of the Subordinated Debt) shall be made by or on behalf of the Borrower for or on account of any

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Subordinated Debt, and the Subordinated Creditor shall not take or receive from the Borrower, directly or indirectly, in cash or other property or by set-off or in any other manner, including, without limitation, from or by way of collateral, payment of all or any of the Subordinated Debt.

(c) In the event that any Event of Default (other than an Event of Default described in Section 5.01(a)) or event which with the giving of notice or the lapse of time, or both, would become an Event of Default shall have occurred and be continuing and the Lender gives written notice thereof to the Subordinated Creditor, then no payment (including any payment that may be payable by reason of any other indebtedness of the Borrower being subordinated to payment of the Subordinated Debt) shall be made by or on behalf of the Borrower for or on account of any Subordinated Debt, and the Subordinated Creditor shall not take or receive from the Borrower, directly or indirectly, in cash or other property or by set-off or in any other manner, including, without limitation, from or by way of collateral, payment of all or any of the Subordinated Debt, unless and until the Obligations shall have been paid in full. Any number of such notices may be given by the Lender.

(d) In the event that any Subordinated Debt is declared due and payable before its stated maturity, the Lender shall be entitled to receive payment in full of all amounts due or to become due on or in respect of all Senior Indebtedness before the Subordinated Creditor is entitled to receive any payment (including any payment which may be payable by reason of the payment of any other indebtedness of the Borrower being subordinated to the payment of the Subordinated Debt) by the Borrower on account of the Subordinated Debt.

SECTION 3. In Furtherance of Subordination. The Subordinated Creditor agrees as follows:

(a) If any proceeding referred to in Section 2(a) above is commenced by or against the Borrower,

(i) the Lender is hereby irrevocably authorized and empowered (in its own name or in the name of the Subordinated Creditor or otherwise), but shall have no obligation, to demand, sue for, collect and receive every payment or distribution referred to in Section 2(a) and give acquittance therefor and to file claims and proofs of claim and take such other action (including, without limitation, voting the Subordinated Debt or enforcing any security interest or other lien securing payment of the Subordinated Debt) as it may deem necessary or advisable for the exercise or enforcement of any of the rights or interests of the Lender hereunder; and

(ii) the Subordinated Creditor shall duly and promptly take such action as the Lender may request (A) to collect the Subordinated Debt for the account of the Lender and to file appropriate claims or proofs or claim in respect of the Subordinated Debt, (B) to execute and deliver to the Lender such powers of attorney, assignments, or other instruments as the Lender may request in order to enable the Lender to enforce any and all claims with respect to, and any security interests and other liens securing payment of, the Subordinated Debt, and (C) to collect and receive any and all payments or distributions which may be payable or deliverable upon or with respect to the Subordinated Debt.

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(b) All payments or distributions upon or with respect to the Subordinated Debt which are received by the Subordinated Creditor contrary to the provisions of this Agreement shall be received in trust for the benefit of the Lender, shall be segregated from other funds and property held by the Subordinated Creditor and shall be forthwith paid over to the Lender in the same form as so received (with any necessary indorsement) to be applied (in the case of cash) to, or held as collateral (in the case of non-cash property or securities) for, the payment or prepayment of the Obligations in accordance with the terms of the Credit Agreement.

(c) The Lender is hereby authorized to demand specific performance of this Agreement, whether or not the Borrower shall have complied with any of the provisions hereof applicable to it, at any time when the Subordinated Creditor shall have failed to comply with any of the provisions of this Agreement applicable to it. The Subordinated Creditor hereby irrevocably waives any defense based on the adequacy of a remedy at law, which might be asserted as a bar to such remedy of specific performance.

SECTION 4. No Commencement of Any Proceeding. The Subordinated Creditor agrees that, so long as the Obligations shall not have been paid in full in cash, the Subordinated Creditor will not take, sue for, ask or demand from the Borrower payment of all or any of the Subordinated Debt, or commence, or join with any creditor other than the Lender in commencing, directly or indirectly cause the Borrower to commence, or assist the Borrower in commencing, any proceeding referred to in Section 2(a).

SECTION 5. Rights of Subrogation. The Subordinated Creditor agrees that no payment or distribution to the Lender pursuant to the provisions of this Agreement shall entitle the Subordinated Creditor to exercise any right of subrogation in respect thereof until the Obligations shall have been paid in full.

SECTION 6. Agreements in Respect of Subordinated Debt. (a) The Subordinated Creditor will not:

- (i) Cancel or otherwise discharge any of the Subordinated Debt (except upon payment in full thereof paid to the Lender as contemplated by Section 3(b)), convert or exchange any of the Subordinated Debt into or for any other indebtedness or equity interest or subordinate any of the Subordinated Debt to any indebtedness of the Borrower other than the Obligations;
- (ii) Sell, assign, pledge, encumber or otherwise dispose of any of the Subordinated Debt unless such sale, assignment, pledge, encumbrance or disposition (i) is to a person or entity other than the Borrower or any of its affiliates and (ii) is made expressly subject to this Agreement; or
- (iii) Permit the terms of any of the Subordinated Debt to be changed in such a manner as to have an adverse effect upon the rights or interests of the Lender hereunder.

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(b) The Subordinated Creditor shall promptly notify the Lender of the occurrence of any default under the Subordinated Debt.

SECTION 7. Agreement by the Borrower. The Borrower agrees that it will not make any payment of any of the Subordinated Debt, or take any other action, in contravention of the provisions of this Agreement.

SECTION 8. Option to Purchase Obligations. In the event that an Event of Subordination contained in Section 2(a) occurs or an Event of Subordination contained in Section 2(b), (c) or (d) occurs and the Lender elects to accelerate the principal balance of the Obligations, Subordinated Creditor shall have the option to purchase the Obligations at par from the Lender. This option shall be exercisable for a period of twenty (20) days upon receiving written notice of an event described in the preceding sentence. Subordinated Creditor may exercise this option by giving Lender written notice of such exercise. In the event that an event described in the first sentence of this Section 8 occurs and Subordinated Creditor does not elect to exercise the option granted under this Section 8 the option shall expire. Subordinated Creditor's election to purchase the Obligations shall be irrevocable. Within forty-five (45) days of Subordinated Creditor's election to purchase the Obligations, Subordinated Creditor shall provide Lender with a commitment for the financing of such purchase in form and substance satisfactory to Lender. In any case Subordinated Creditor shall have no more than 90 days from date of notice to purchase the Obligations by payment in full of the Obligations in immediately available funds. Upon receipt of payment in full for the Obligations, Lender shall assign the Obligations and the documentation and collateral therefore to Subordinated Creditor without representation or warranty and without recourse to Lender. In the event that Subordinated Creditor fails to (i) provide Lender with a commitment for the financing of the Purchased of the Obligations within forty-five days of the election or (ii) purchase the Obligations in full within ninety (90) days of the election then, Subordinated Creditor's option to purchase under this Section 8 shall expire.

SECTION 9. Obligations Hereunder Not Affected. All rights and interests of the Lender hereunder, and all agreements and obligations of the Subordinated Creditor and the Borrower under this Agreement, shall remain in full force and effect irrespective of:

- (i) any lack of validity or enforceability of the Credit Agreement, the Note or any other agreement or instrument relating thereto;
- (ii) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement or the Note, including, without limitation, any increase in the Obligations resulting from the extension of additional credit to the Borrower or any of its subsidiaries or otherwise;
- (iii) any taking, exchange, release or non-perfection of any other collateral, or any taking, release or amendment or waiver of or consent to departure from any guaranty, for all or any of the Obligations;

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(iv) any manner of application of collateral, or proceeds thereof, to all or any of the Obligations, or any manner of sale or other disposition of any collateral for all or any of the Obligations or any other assets of the Borrower or any of its subsidiaries;

(v) any change, restructuring or termination of the corporate structure or existence of the Borrower or any of its subsidiaries; or

(vi) any other circumstance which might otherwise constitute a defense available to, or a discharge of, the Borrower or a subordinated creditor.

This Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Obligations is rescinded or must otherwise be returned by the Lender upon the insolvency, bankruptcy or reorganization of the Borrower or otherwise, all as though such payment had not been made.

SECTION 10. Waiver. The Subordinated Creditor and the Borrower each hereby waives promptness, diligence, notice of acceptance and any other notice with respect to any of the Obligations and this Agreement and any requirement that the Lender protect, secure, perfect or insure any security interest or lien or any property subject thereto or exhaust any right or take any action against the Borrower or any other person or entity or any collateral.

SECTION 11. Representations and Warranties. The Subordinated Creditor and the Borrower each hereby represent and warrant as follows:

(a) The Subordinated Debt now outstanding, true and complete copies of instruments evidencing which have been furnished to the Lender, has been duly authorized, issued and delivered by the Borrower, has not been amended or otherwise modified except as set forth in Preliminary Statement (2) above, and constitutes the legal, valid and binding obligation of the Borrower enforceable against the Borrower in accordance with its terms. There exists no default in respect of any such Subordinated Debt.

(b) The Subordinated Creditor is the legal and beneficial owner of the Subordinated Debt now outstanding free and clear of any lien, security interest, option or other charge or encumbrance.

(c) There are no conditions precedent to the effectiveness of this Agreement that have not been satisfied or waived.

(d) The Subordinated Creditor has, independently and without reliance upon the Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement.

SECTION 12. Amendments, Etc. No amendment or waiver of any provision of this Agreement, and no consent to any departure by the Subordinated Creditor or the Borrower herefrom, shall in any event be effective unless the same shall be in writing and signed by the

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Lender, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

SECTION 13. Expenses. The Subordinated Creditor and the Borrower jointly and severally agree upon demand to pay to the Lender the amount of any and all reasonable expenses, including the reasonable fees and expenses of its counsel and of any experts or agents, which the Lender may incur in connection with the (i) the administration of this Agreement, (ii) the exercise or enforcement of any of the rights of the Lender hereunder or (iii) the failure by the Subordinated Creditor or the Borrower to perform or observe any of the provisions hereof.

SECTION 14. Addresses for Notices. All notices and other communications provided for hereunder shall be in writing (including telecopier, telegraphic, telex or cable communication) and mailed, telecopied, telegraphed, telexed, cabled or delivered to it, if to the Subordinated Creditor, at Terry Robinson, c/o T.R. Foods, Inc., 7895 Broadway, Merrillville, Indiana 46410; and if to the Borrower or the Lender, at its address specified in the Credit Agreement, or as to each party, at such other address as shall be designated by such party in a written notice to each other party. All such notices and other communications shall, when mailed, telecopied, telegraphed, telexed or cabled, be effective when deposited in the mails, telecopied, delivered to the telegraph company, confirmed by telex answerback or delivered to the cable company, respectively.

SECTION 15. No Waiver; Remedies. No failure on the part of the Lender to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

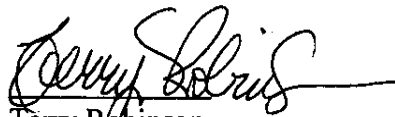
SECTION 16. Continuing Agreement; Assignments Under the Credit Agreement. This Agreement is a continuing agreement and shall (i) remain in full force and effect until the payment in full of the Obligations, (ii) be binding upon the Subordinated Creditor, the Borrower and their respective successors and assigns, and (iii) inure to the benefit of and be enforceable by, the Lender and its successors, transferees and assigns. Without limiting the generality of the foregoing clause (iii), the Lender may assign or otherwise transfer all or any portion of its rights and obligations under the Credit Agreement (including, without limitation, all or any portion of its Commitment, the Advances and the Note) to any other person or entity, and such other person or entity shall thereupon become vested with all the rights in respect thereof granted to the Lender herein or otherwise.

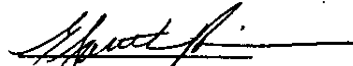
SECTION 17. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Subordinated Creditor and the Borrower each has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

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Terry Robinson


Elizabeth Robinson

SHAMROCK ENTERPRISES, INC.

By: _____
Title: _____

MCGUE FAMILY III, L.L.C.

By: _____
Title: _____

Property of Cook County Clerk's Office

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ACKNOWLEDGMENT

STATE OF INDIANA)
) ss:
COUNTY OF LAKE)

Before me, a Notary Public, authorized and acting in the county and state
aforenamed, personally appeared TERRY ROBINSON and ELIZABETH ROBINSON,
and each acknowledged execution of the foregoing Subordination Agreement.

IN WITNESS WHEREOF, I have set my hand and seal on this 1st day of
October, 1999.



Lynda Jane Baker

Notary Public

(A resident of Lake County)




My commission expires:

10-1-99 2000

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State of <u>ILLINOIS</u> County of <u>DUPAGE</u> On <u>Oct. 1, 1999</u> before me, <u>Neil T. Goltermann, Notary</u> Date <u>Stephen C. McGue, President</u> Name, Title of Officer-e.g. "Jane Doe, Notary"		CAPACITY CLAIMED BY SIGNER <input type="checkbox"/> INDIVIDUAL <input checked="" type="checkbox"/> CORPORATE OFFICER(S) <input type="checkbox"/> PARTNER(S) <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> SUBSCRIBING WITNESS <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER: _____	
personally appeared <u>Stephen C. McGue</u>			
<input checked="" type="checkbox"/> personally known to me -OR- <input type="checkbox"/> proved to me on basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.			
Witness my hand and official seal. <u>Neil T. Goltermann</u> SIGNATURE OF NOTARY			
			
ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized documents.			
THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT AT THE RIGHT:		Title or Type of Document _____ Number of Pages _____ Date of Document _____ Signer(s) Other Than Named Above: _____	

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<p>State of <u>ILLINOIS</u> County of <u>DUPAGE</u> On <u>Oct. 1, 1999</u> before me, <u>Neil T. Goltermann, Notary</u> Date Name, Title of Officer-e.g. "Jane Doe, Notary" personally appeared <u>Stephen C. McGue</u></p> <p><input checked="" type="checkbox"/> personally known to me -OR- <input type="checkbox"/> proved to me on basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.</p> <p>Witness my hand and official seal. <u>Neil T. Goltermann</u> SIGNATURE OF NOTARY</p> <div data-bbox="379 869 778 996" style="border: 1px solid black; padding: 5px; width: fit-content; margin: 10px auto;"><p>OFFICIAL SEAL NEIL T GOLTERMANN NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. SEPT 6 2003</p></div>	<p>CAPACITY CLAIMED BY SIGNER</p> <p><input type="checkbox"/> INDIVIDUAL</p> <p><input checked="" type="checkbox"/> CORPORATE OFFICER(S)</p> <p><input type="checkbox"/> PARTNER(S)</p> <p><input type="checkbox"/> ATTORNEY-IN-FACT</p> <p><input type="checkbox"/> TRUSTEE(S)</p> <p><input type="checkbox"/> SUBSCRIBING WITNESS</p> <p><input type="checkbox"/> GUARDIAN/ CONSERVATOR</p> <p><input type="checkbox"/> OTHER: _____</p> <p>SIGNER IS REPRESENTING: <u>McGue Family III, L.L.C.</u></p>
<p>ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized documents.</p> <p>THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT AT THE RIGHT:</p> <p>Title or Type of Document _____ Number of Pages _____ Date of Document _____ Signer(s) Other Than Named Above: _____</p>	

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The foregoing parcels have the following commonly known addresses and real estate tax index numbers:

Parcel 1:

Address: 4349 W. 211th Street
Matteson, Illinois

Tax ID No(s): 31-22-400-031-0000
31-22-400-002-0000

Parcel 2:

Address: 3029 S. Chicago Road
South Chicago Heights, Illinois

Tax ID No(s): 32-32-205-042-000

Parcel 3:

Address: 413 E. 159th Street
Harvey, Illinois

Tax ID No(s): 29-16-314-018-0000
29-16-314-019-0000
29-16-314-020-0000
29-16-314-021-0000

Parcel 4:

Address: 420 W. 14th Street
Chicago Heights, Illinois

Tax ID No(s): 32-19-401-018-0000
32-19-401-027-0000
32-19-401-028-0000
32-19-401-008-0000

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Parcel 5:

Address: 14100 S. Indiana Ave.
Riverdale, Illinois

Tax ID No(s): 29-04-235-043-0000

Parcel 6:

Address: 1043 E. Sibley Blvd.
Dolton, Illinois

Tax ID No(s): 29-11-307-006-0000
29-11-307-007-0000
29-11-307-008-0000
29-11-307-009-0000
29-11-307-010-0000
29-11-307-011-0000

Parcel 7:

Address: 18051 Harwood Ave.
Homewood, Illinois

Tax ID No(s): 29-31-310-004-0000
29-31-310-003-0000

Parcels 8 & 9:

Address: 3300 W. 183rd Street
Hazel Crest, Illinois

Tax ID No(s): 28-35-402-012-0000 (Lot 3 of Parcel 8)
28-35-402-010-0000 (Easement Parcel)

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