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This document prepared by
and after recording return to:
Steven J. Holler
Assistant Corporation Counsel
Department of Law
City of Chicago
121 North LaSalle Street, Room 600
Chicago, IL 60602

Doc#: 1009233056 Fee: \$54.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/02/2010 11:32 AM Pg: 1 of 10

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SUBORDINATION AGREEMENT

This Subordination Agreement ("Agreement") is made and entered into as of the 26th day of March, 2010 between the City of Chicago, an Illinois municipal corporation and home rule unit of government, acting by and through its Department of Community Development (the "City"), and MB Financial Bank, N.A., a national banking association ("Lender").

RECITALS

A. Lender is or will be (a) mortgagee under that certain Construction Mortgage, Security Agreement Assignment of Leases and Rents and Fixture Filing (as amended from time to time) ("Mortgage") dated March 26, 2010 granted by Testa Properties, LLC, an Illinois limited liability company (the "Developer") in favor of Lender and to be recorded in the Recorder's Office of Cook County (the "Recorder's Office"), (b) a secured party under that certain financing statement executed by the Developer, as debtor, in favor of Lender, as secured party, and to be filed with the Secretary of State of Illinois ((a) and (b), collectively, together with all other documents evidencing or securing the Lender's financing, the "Lender's Documents"). The Lender's Documents secure that certain Promissory Note made by the Developer and payable to Lender in the original principal amount of \$15,270,000.00 (the "Note") and certain other amounts specified in the Lender's Documents.

B. The Developer intends to construct a certain fruit and vegetable distribution center on the real property legally described on Exhibit A attached hereto and made a part hereof (the "Property") pursuant to the terms and conditions of that certain Agreement for the Sale and Redevelopment of Land by between the Developer and the City dated as of March 26, 2010 (the "Redevelopment Agreement"), which is being executed concurrently herewith (such project, as more fully described in the Redevelopment Agreement, the "Project").

C. Pursuant to the Redevelopment Agreement, the Developer will agree to be bound by the covenants specified in Section 18 of the Redevelopment Agreement (such encumbrances, the "City Encumbrances"), which City Encumbrance will run with the Property for the applicable period specified in Section 18.

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D. The City has agreed to enter into the Redevelopment Agreement with the Developer, subject to, among other things, (a) the execution by the Developer of the Redevelopment Agreement and the recording thereof as an encumbrance against the Property; and (b) the agreement by the Lender to subordinate its liens under the Lender's Documents to the City Encumbrances pursuant to this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Lender and the City agree as hereinafter set forth:

1. **Subordination.** All rights, interests and claims of Lender in the Property, or any portion thereof, pursuant to the Lender's Documents are and shall be subject and subordinate to the City Encumbrances, which shall survive any foreclosure of the Lender's Mortgage or exercise of any other remedy by Lender under the Lender's Documents. Subject to the foregoing, however, nothing herein shall be deemed to limit any of Lender's other rights, remedies or other priorities under the Lender's Documents, including, without limitation, Lender's rights to receive, and the Developer's obligation to make, payments and prepayments of principal and interest on the Note, Lender's right to foreclose the Mortgage, and Lender's right to exercise Lender's other rights and remedies pursuant to the Lender's Documents, except as provided herein.

2. **Notice of Default.** Lender shall use reasonable efforts to give to the City, and the City shall use reasonable efforts to give to Lender, (a) copies of any notices of default which it may give to the Developer with respect to the Project pursuant to the Lender's Documents or the City's Redevelopment Agreement, as applicable, and (b) copies of waivers, if any, of the Developer's default in connection therewith. Neither the Developer nor any other third party is an intended beneficiary of this Section 2. Failure of any party to deliver such notices or waivers shall in no instance alter the rights or remedies of such party under the Lender's Documents or the City's Redevelopment Agreement, as applicable.

3. **Waivers.** No waiver shall be deemed to be made by the City or the Lender of any of their respective rights hereunder, unless the same shall be in writing, and each waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of the City or the Lender in any other respect at any other time.

4. **Governing Law; Binding Effect.** This Agreement shall be interpreted, and the rights and liabilities of the parties hereto determined, in accordance with the internal laws and decisions of the State of Illinois, without regard to its conflict of laws principles, and shall be binding upon and inure to the benefit of the respective successors and assigns of the City and the Lender.

5. **Section Titles; Plurals.** The section titles contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto. The singular form of any word used in this Agreement

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shall include the plural form.

6. Notices. Any notice required hereunder shall be in writing and addressed to the party to be notified as follows:

If to the City: City of Chicago
 Department of Community Development
 121 North LaSalle Street, Room 1003
 Chicago, Illinois 60602
 Attention: Commissioner

With a copy to: City of Chicago
 Department of Law
 121 N. LaSalle Street, Suite 600
 Chicago, Illinois 60602
 Attention: Real Estate Division

If to the Lender: MB Financial Bank, N.A.
 6111 N. River Road
 Rosemont, Illinois 60018
 Attn: John Sarris

or to such other address as either party may designate for itself by notice. Notice shall be deemed to have been duly given (i) if delivered personally or otherwise actually received, (ii) if sent by overnight delivery service, or (iii) if mailed by first class United States mail, postage prepaid, registered or certified, with return receipt requested. Notice mailed as provided in clause (iii) above shall be effective upon the expiration of three (3) business days after its deposit in the United States mail. Notice given in any other manner described in this paragraph shall be effective upon receipt by the addressee thereof; provided, however, that if any notice is tendered to an addressee and delivery thereof is refused by such addressee, such notice shall be effective upon such tender.

7. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one instrument.

[Signature Page Follows]

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IN WITNESS WHEREOF, this Subordination Agreement has been signed as of the date first written above.

LENDER:

MB Financial Bank, N.A., a national banking association

By: _____
(INSERT NAME),
(INSERT TITLE)

CITY:

City of Chicago, an Illinois municipal corporation and home rule unit of government, acting by and through its Department of Community Development

By: Christine Ragusa
Christine Ragusa,
Acting Commissioner, Department of Community Development


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IN WITNESS WHEREOF, this Subordination Agreement has been signed as of the date first written above.

LENDER:

MB Financial Bank, N.A., a national banking association

By:  _____
John Sassanis, Senior Vice President

CITY:

City of Chicago, an Illinois municipal corporation and home rule unit of government, acting by and through its Department of Community Development

By: _____
Christine Raguso,
Acting Commissioner, Department
of Community Development

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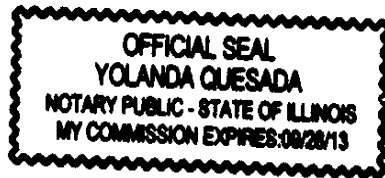
STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, the undersigned, a notary public in and for the County and State aforesaid, DO HEREBY CERTIFY THAT Christine Raguso, personally known to me to be the Acting Commissioner of the Department of Community Development of the City of Chicago, Illinois (the "City") 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 such Commissioner she signed and delivered the said instrument pursuant to authority given her on behalf of the City, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26 day of March, 2010.

Yolanda Quesada
 Notary Public

(SEAL)



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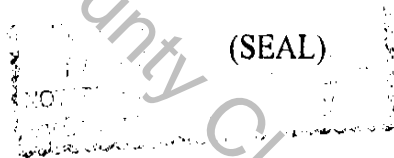
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Patricia DuShane, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY THAT John Sarris, personally known to me to be a Senior Vice President of MB Financial Bank, N.A., a national banking association ("Lender"), 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 he/she signed, sealed and delivered said instrument, pursuant to the authority given to him/her by the Lender, as his/her free and voluntary act and as the free and voluntary act of the Lender, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 25 day of March, 2010.

Patricia DuShane

Notary Public



PROPERTY OF COOK COUNTY CLERK'S OFFICE

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EXHIBIT A

PROPERTY LEGAL DESCRIPTION

A PARCEL OF LAND COMPRISED OF PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID PARCEL COMPRISED OF A PART OF LOT 12 IN STOCK YARD SUBDIVISION, BEING A SUBDIVISION OF THE EAST 1/2 OF SAID SECTION 5, SAID PARCEL OF LAND BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF A LINE WHICH IS 976.16 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE EAST 1/2 OF SECTION 5, (SAID PARALLEL LINE BEING ALSO 46.84 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 12 IN STOCK YARDS SUBDIVISION) WITH THE EASTERLY LINE OF SOUTH RACINE AVENUE, (AS SAID SOUTH RACINE AVENUE WAS OPENED PURSUANT TO ORDINANCE PASSED BY THE CITY OF CHICAGO ON MARCH 26, 1968 AND AS THE PROPERTY FOR THE OPENING OF SAID SOUTH RACINE AVENUE ACQUIRED BY CASE NO. 67L14286, FILED SEPTEMBER 2, 1967) SAID POINT OF INTERSECTION BEING 76.30 FEET, AS MEASURED ALONG SAID PARALLEL LINE, EAST OF THE INTERSECTION OF SAID PARALLEL LINE WITH SAID WEST LINE OF SOUTHEAST 1/4 OF SECTION 5, THENCE SOUTH ALONG SAID EASTERLY LINE OF SOUTH RACINE AVENUE, A DISTANCE OF 332.64 FEET TO AN ANGLE POINT IN SAID EASTERLY LINE, THENCE SOUTHWESTERLY ALONG SAID EASTERLY LINE OF SOUTH RACINE AVENUE, A DISTANCE OF 221.57 FEET TO AN INTERSECTION WITH A LINE WHICH IS 423.00 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF THE EAST 1/2 OF SECTION 5, SAID PARALLEL LINE BEING ALSO THE WESTWARD EXTENSION OF THE SOUTH LINE OF LOT 11 IN SAID STOCK YARDS SUBDIVISION; THENCE EAST ALONG THE LAST DESCRIBED LINE A DISTANCE OF 899.06 FEET TO A POINT WHICH IS 399.94 FEET WEST OF THE SOUTHEAST CORNER OF LOT 11 IN SAID STOCK YARDS SUBDIVISION, THENCE NORTHWESTERLY ALONG A CURVED LINE (SAID CURVED LINE BEING THE NORTHEASTERLY LINE OF SAID LOT 12 IN STOCK YARDS SUBDIVISION, SAID CURVED LINE BEING CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 600.00 FEET, AN ARC DISTANCE OF 896.68 FEET TO AN INTERSECTION WITH SAID LINE WHICH IS 976.16 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF THE EAST 1/2 OF SAID SECTION 5; THENCE WEST ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 49.46 FEET TO THE POINT OF BEGINNING.

Property Address: 4555 S. Racine Avenue, Chicago, IL

P.I.N.s: 20-05-400-009-0000 (partial parcel)
 20-05-400-015-0000 (partial parcel, new P.I.N. will be 20-05-400-024-0000)
 20-05-400-016-0000 (partial parcel)

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EXHIBIT A-1

PROPERTY LEGAL DESCRIPTION

PARCEL 1A:

ALL THAT PART OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF CHICAGO, CITY OF CHICAGO AND STATE OF ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT POINT WHICH IS 1023 FEET NORTH OF THE SOUTH LINE AND 123 FEET EAST OF THE WEST LINE OF SAID SOUTHEAST 1/4 OF SAID SECTION 5, AND RUNNING THENCE EASTERLY ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID SECTION, 999.96 FEET TO A POINT; THENCE SOUTH ON A LINE PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST 1/4 600 FEET TO A POINT; THENCE WEST ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID SECTION 399.96 FEET TO A POINT; THENCE NORTHWESTERLY ON A CURVED LINE HAVING A RADIUS OF 600 FEET AND CONVEXED TO THE SOUTHWEST TO THE POINT OF BEGINNING (EXCEPT THE NORTH 46.84 FEET MEASURED PERPENDICULAR THEREOF AND EXCEPTING THEREFROM THAT PART OF SAID SECTION 5, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING ON A LINE WHICH IS 1122.96 FEET EAST FROM AND PARALLEL WITH THE WEST LINE OF EAST 1/2 OF SAID SECTION 5, AT A POINT 976.16 FEET NORTH FROM THE SOUTH LINE OF SAID EAST 1/2 OF SECTION 5, AND RUNNING THENCE SOUTH ALONG SAID PARALLEL LINE, A DISTANCE OF 187.71 FEET; THENCE WEST ALONG A LINE WHICH IS 788.45 FEET NORTH FROM AND PARALLEL WITH THE SOUTH LINE OF SAID EAST 1/2 OF SECTION 5, A DISTANCE OF 51.77 FEET, TO THE EAST FACE OF A BRICK WALL OF AN EXISTING 5 STORY BRICK BUILDING; THENCE NORTH ALONG SAID EAST FACE OF BRICK WALL AND ALONG SAID EAST FACE EXTENDED A DISTANCE OF 187.71 FEET TO ITS INTERSECTION WITH A LINE 976.16 FEET NORTH FROM AND PARALLEL WITH SAID SOUTH LINE OF THE EAST 1/2 OF SECTION 5; THENCE EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 51.49 FEET TO THE POINT OF BEGINNING) IN COOK COUNTY, ILLINOIS.

PARCEL 1B:

AN EASEMENT FOR PASSAGE OF PERSONS, ANIMALS AND VEHICLES AND TO LAY, CONSTRUCT, MAINTAIN, REPAIR AND REPLACE UTILITY LINES AND SEWERS OF ALL TYPES AND DESCRIPTIONS OVER, UNDER AND ACROSS THE FOLLOWING DESCRIBED REAL ESTATE, FOR THE BENEFIT OF PARCEL 1 AND CERTAIN OTHER PARCELS DESCRIBED IN EASEMENT AGREEMENT DATED AUGUST 25, 1969, RECORDED AS DOCUMENT 20992913:

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A PARCEL OF LAND IN LOT 12 IN STOCK YARDS SUBDIVISION OF THE EAST 1/2 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS 956.46 FEET NORTH FROM THE SOUTH LINE AND 37.14 FEET EAST FROM THE WEST LINE OF SAID EAST 1/2 OF SECTION 5 AND RUNNING THENCE NORTHWESTERLY ALONG A STRAIGHT LINE A DISTANCE OF 33.30 FEET TO A POINT WHICH IS 989.69 FEET NORTH FROM THE SOUTH LINE AND 39.45 FEET EAST FROM THE WEST LINE OF SAID EAST 1/2 OF SECTION 5; THENCE EASTWARDLY ALONG A STRAIGHT LINE A DISTANCE OF 84.32 FEET TO A POINT 995.32 FEET NORTH FROM THE SOUTH LINE OF SAID EAST 1/2 OF SECTION 5 AND ON THE LINE BETWEEN LOTS 11 AND 12 IN SAID STOCK YARD'S SUBDIVISION, (SAID LINE BETWEEN LOTS 11 AND 12 BEING ALSO THE EASTERLY LINE OF THE LANDS OF THE CHICAGO RIVER AND INDIANA RAILROAD COMPANY); THENCE SOUTHWARDLY ALONG THE LINE BETWEEN LOTS 11 AND 12, SAID LINE BEING THE ARC OF A CIRCLE, CONVEX TO THE WEST AND HAVING A RADIUS OF 600 FEET, A DISTANCE OF 33.00 FEET TO A POINT 962.41 FEET NORTH FROM THE SOUTH LINE OF SAID EAST 1/2 OF SECTION 5 AND THENCE WESTWARDLY ALONG A STRAIGHT LINE A DISTANCE OF 89.00 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

Property Address: 4545 S. Racine Avenue, Chicago, IL
4551 S. Racine Avenue, Chicago, IL

P.I.N.s: 20-05-400-017-0000
20-05-400-018-0000

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