## SECOND AMENDMENT TO SUBORDINATION AGREEMENT

This Second Amendment to Subordination Agreement dated February 4, 1994 between Harris Trust and Savings Bank (the *"Lender"*) and Sidney Epstein (the *"Holder"*);

WITNESSETH:

WHEREAS, Lender and Holder entered into that certain Subordination Agreement dated as of July 29, 1991 and recorded August 2, 1991 with the Recorder's Office of Cook County, Illinois as document number 91390969, as amended by that certain First Amendment to Subordination Agreement dated as of September 24, 1992 and recorded September 24, 1992 with said Recorder's Office as document number 92711186 (said Subordination Agreement as so amended being referred to as the *"Subordination Agreement"*) pursuant to which the Holder subordinated the Holder's Mortgage (as defined in the Subordination Agreement), which Mortgage has been modified by a Modification Agreement dated March 25, 1992 and recorded June 4, 1992 as document number 92-395519 encumbering the property described on Schedule I hereto, to the lien of that certain Mortgage and Security Agreement with Assignment of Rents dated July 29, 1991 and recorded with said Recorder on August 1, 1991 as document number 91388683, as amended by that certain First Amendment to Mortgage and Security Agreement with Assignment of Rents dated September 24, 1992 and recorded with said Recorder on September 24, 1992 as document number 92711187, as the same may be further amended (said Mortgage and Security Agreement as so amended being referred to as the *"Lender's Mortgage"*); and

WHEREAS, A. Epstein and Sons International, Inc. has applied to the Lender for additional indebtedness which is to be secured by the Lender's Mortgage; and

WHEREAS, Lender and Holder wish to insure that Holder's Mortgage will remain subordinate to Lender's Mortgage with respect to said additional indebtedness;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Holder and the Lender hereby agree that the Subordination Agreement is hereby amended by restating the third "WHEREAS" paragraph thereof in its entirety as follows:

> "WHEREAS, A. Epstein and Sons International, Inc. (the "Borrower") has applied to Lender for a loan and Letter of Credit facility which is to be, inter alia, secured by a Mortgage and Security Agreement with Assignment of Rents dated as of July 29, 1991, as subsequently amended, naming Lender as mortgagee (hereinafter referred to as "Lender's Mortgage") which is to constitute a first and prior lien on the Premises, Lender's Mortgage to secure, inter alia, (i) a Replacement Promissory Note of the Borrower dated September 24, 1992 payable to the order of Lender in the principal sum of $10,300,000, (ii) a Term Loan



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Note from Epstein Real Estate, Inc., the beneficiary of Trustee, dated September 24, 1992 payable to the order of the Lender in the principal sum of $2,400,000 and (iii) a Demand Note of the Borrower dated February 4, 1994 payable to the order of the Lender in the face principal amount of $2,000,000; and".

All of the terms, provisions, agreements and covenants contained in the Subordination Agreement shall stand and remain unchanged and in full force and effect except to the extent specifically amended hereby.

No reference to this Amendment need be made in any instrument or document at any time referring to the Subordination Agreement, any reference in any such instrument or document to be deemed a reference to the Subordination Agreement as amended.

IN WITNESS WHEREOF, the Holder and the Lender have executed this Amendment as of the date first above written.

Sidney Epstein

Sidney Epstein, CHAIRMAN OF THE BOARD
A. EPSTEIN AND SONS INTERNATIONAL, INC.

HARRIS TRUST AND SAVINGS BANK

By Peggy A. Cambiano

Its Vice President

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STATE OF ILLINOIS )
)
COUNTY OF COOK )

I, Nancy Kenny, a Notary Public in and for said County in the State aforesaid, do hereby certify that Sidney Epstein 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, sealed and delivered said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 10 day of February, 1994.

"OFFICIAL SEAL"
NANCY R. KENNY
Notary Public, State of Illinois
My Commission Expires July 8, 1995

Notary Public

Nancy Kenny
Type or Print Name

(SEAL)



DEPT-01 $29.50
T#4444 TRAN 4986 02/15/94 14:18:00
#4737 # A-F #-94-145960
COOK COUNTY RECORDER

94145960

STATE OF ILLINOIS )
)
COUNTY OF COOK )

I, Karen M. Cyrankowski, a Notary Public in and for said County in the State aforesaid, do hereby certify that Gregory A. Ciambrone, Vice President of Harris Trust and Savings Bank, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President 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 and deed of said corporation for the uses and purposes therein

Given under my hand and notarial seal this 14th day of February, 1994.

"OFFICIAL SEAL"
Karen M. Cyrankowski
Notary Public State of Illinois
My Commission Expires 10/27/97

Karen M. Cyrankowski
Notary Public

Karen M. Cyrankowski
Type or Print Name

(SEAL)

"OFFICIAL SEAL"
Karen M. Grankowski
Notary Public, State of Illinois
My Commission Expires 10/27/97

## SCHEDULE I

### Legal Description

PARCEL 1:
THAT PART OF LOT 8 LYING SOUTHWEST OF MILWAUKEE AVENUE IN BLOCK 12, IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14

PARCEL 2:
THAT PART OF LOT 9 LYING SOUTH AND WEST OF MILWAUKEE AVENUE IN BLOCK 12, IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3:
THAT PART OF LOT 9 LYING EASTERLY OF DEDICATED 70 FEET WIDE MILWAUKEE AVENUE, ALL IN BLOCK 12 IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 4:
ALL THAT PART OF LOT 1, EXCEPT THE NORTHERLY 12 FEET MEASURED PERPENDICULAR, ALL OF LOT 2, EXCEPT THE NORTHERLY 12 FEET MEASURED PERPENDICULAR LYING EASTERLY OF DEDICATED 70 FEET WIDE MILWAUKEE AVENUE AND ALL OF LOT 8 LYING EASTERLY OF DEDICATED 70 FEET WIDE MILWAUKEE AVENUE, AND ALL OF LOT 4, ALL IN BLOCK 12 OF THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALL THAT PART OF LOTS 1 AND 2 OF CANAL TRUSTEES' SUBDIVISION OF LOT 3 OF BLOCK 12 IN SAID ORIGINAL TOWN OF CHICAGO LYING EASTERLY OF DEDICATED 70 FEET WIDE MILWAUKEE AVENUE, ALL THAT PART OF LOTS 1 AND 2 OF CANAL TRUSTEES SUBDIVISION OF LOT 5 OF BLOCK 12 IN SAID ORIGINAL TOWN OF CHICAGO LYING EASTERLY OF DEDICATED 70 FEET WIDE MILWAUKEE AVENUE AND ALL THAT PART OF LOT 1 OF CANAL TRUSTEES' SUBDIVISION OF LOT 6 OF BLOCK 12 IN SAID ORIGINAL TOWN OF CHICAGO LYING EASTERLY OF DEDICATED 70 FEET WIDE MILWAUKEE AVENUE, AND ALL THAT PART OF THE VACATED NORTH-SOUTH 18 FEET WIDE ALLEY LYING BETWEEN THE AFORESAID LOTS, ALL IN BLOCK 12 IN SAID ORIGINAL TOWN OF CHICAGO, COOK COUNTY, ILLINOIS



Property Address: 550 West Fulton Street and vacant property lying northeast of Milwaukee Avenue, all in Chicago, IL

P.I.N. No.: 17-09-304-007-0000; 17-09-304-008-0000;
17-09-303-007-0000; 17-09-303-005-0000;
17-09-303-014-0000; 17-09-303-015-0000.


Carolyn Gillies
Chapman and Cutler
111 West Monroe St.
Chicago, IL 60610