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### UNOFFICIAL CORY

THIS AGREEMENT WITNESSETH THAT:

### PREAMBLE

WHEREAS, the BREMEN BANK AND TRUST COMPANY, as Trustee under Trust No. 79-1468 (hereinafter "Trustee") executed and delivered to the UNITED STATES SMALL BUSINESS ADMINISTRATION (hereinafter "the SBA") a certain Mortgage dated December 1, 1985, and filed December 27, 1985, as Document No. LR3486320 (hereinafter "the SBA Mortgage") to secure a Note for Two Million and 00/100 Dollars (\$2,000,000.00), encumbering the real estate and improvements described on Exhibit "A" attached hereto (hereinafter "the Premises"); and

WHEREAS, FIRST MIDWEST BANK/ILLINOIS, NATIONAL ASSOCIATION (hereinafter "Bank") has been requested to loan the sum of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) to be secured by a Mortg go, Security Agreement, Assignment of Rents, and Financing Statement (hereinafter "the Bank's Superior Mortgage") on the Premises, and

WHEREAS, Back has agreed to make such loan provided Bank's Superior Mortgage and the lien thereby created on the Premises do in fact constitute a valid, enforceable, prior encumbrance which is not subject to any superior mortgage or encumbrances of any other party, including the SBA Mortgage, as set forth in this as set forth in this Subordination Agreement; and

WHEREAS, the SBA has and opes agree to subordinate its SBA Mortgage to the Bank's Superio. Mortgage provided only that the Bank's Superior Mortgage is given to secure a loan evidenced by Promissory Note in the amount of Five Hundred Thousand and 00/100 (\$500,000.00) with a maturity no later than four (4) years from the date hereof and for the purpose of recycle plant capital improvements (but in no event shall Bank have any obligation to control or monitor the expenditure of the loan proceeds secured by Bank's Superior Mortgage or to otherwise verify the installation of any such improvements), which Note shall be in the form and content of the unsigned Note attached hereto as Exhibit "B" and provided further that the subordination herein created shall not remain in effect in the event the life of the Bank's Superior Mortgage is declared invalid as a preference in any proceeding commenced by the filing of a bankruptcy petition by or against the Borrowers or for any other reason.

NOW, THEREFORE, in consideration of \$10.00 in land paid and for other good and valuable consideration, the receipt and sufficiency of which the SBA hereby acknowledges, the undersigned SBA does hereby covenant and agree with Bank as follows:

The SBA Mortgage dated December 1, 1985, and filed occember 27, 1985, as Document No. LR3486320 and the lien created the eby, are said Note and Bank's Superior Mortgage are and shall be executed, delivered, filed or registered on a date which is concurrent with or after the date of this Subordination Agreement; and the undersigned SBA agrees further that any and all sums and proceeds derived from any voluntary or involuntary sale, transfer, lease, or disposition of the Premises or any part thereof shall be applied first to the payment of all indebtedness (which as used herein is defined as the remaining principal balance on the Promissory Note secured by Bank's Superior Mortgage, interest accrued thereon, reasonable attorneys' fees, court costs and costs incurred to preserve, protect, and liquidate the Premises) secured by Bank's Superior Mortgage and that the undersigned SBA shall not receive, collect, or be paid any portion thereof until all indebtedness secured by Bank's Superior Mortgage shall have been paid in full; and Bank is hereby authorized to recover from the undersigned SBA, either at law or in equity, any sum or sums at any time paid to or received by the undersigned SBA in violation of the foregoing terms

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### LEGAL DESCRIPTION

Lot 1 in Pruim Subdivision, a resubdivision of Lot 5 in Arthur T. McIntosh and Company's 135th Street Farms, being a subdivision of the West 1/2 of the West 1/2 of the North East 1/4 of Section 3, Township 36 North, Range 13 East of the Third Principal Meridian according to the Plat thereof registered in the Office of the Registrar of Titles of Cook County, on December 17, 1980 as Document 3194406, in Cook County, Illinois. N. 28-1
ODENTY OF COOK COUNTY CLERK'S OFFICE

P.I.N. 28-03-200-044-0000

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ROBERT J. PRUIM,				Loan Number	1991
BREMEN BANK AND T		Joliet, Illi	nois 60431	Date May 21	1995
as Trustee under	9 Trust No. 79	1468 LENDENIG	MANUT AND ADDRESS	Maturity Date May 21 Loan Amount \$ 500,000.	00 , 1995
"I" includes each borrower ab	ove, jointly and severally.	"You" means the le	MAME AND ADDRESS ander, its successors and assigns.	Renewal Of	
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☐ Closed End €	redi.: You and i agree the	st I may borrow up	to the maximum only one time (a	and subject to all other condition	ins).
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			basis) on the principal balar	nce(s) owing from time to time	as stated below
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Bremen Bank and Tr	ust Company, as	Trustee unde	Ł XL DISPOSAL CORP	ORATION, an Illinois	
Trust Agreement da			corporation	•	
Trust No. 79-1468			By: Edward H. Pruim,	Procident	
Subdivision				LTESTAGIIC	
If checked, no agreement	was signed today securi	ng this note.	By:		·
(This section is for your int	ernal use, it may not in	clude every agree-	Robert J. Pruim,	Secretary	4
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ADDITIONAL TERMS

APPLICABLE LAW: The law of the state in which you are located will govern this note. Any term of this note which is contrary to applicable law will not be effective, unless the law permits you and me to agree to such a variation.

PAYMENTS: Each payment I make on this note will first reduce the amount I owe you for charges which are neither interest nor principal. The remainder of each payment will then reduce unpaid earned interest, and then unpaid principal. If you and I agree to a different application of payments, we will describe our agreement on this form.

INTEREST: If I receive the principal in more than one advance, each advance will start to earn interest only when I receive the advance. The interest rate in effect on this note at any given time will apply to the entire principal advanced at that time, if the interest rate on this note is variable, decreases in the interest rate will have the corresponding apposite effect on my payment that increases will have (as shown on the front of this form). No matter how the Interest rate is computed, it will never be higher than the highest rate allowed by law.

INDEX RATES: If you and I have agreed that the interest rate on this note will be variable and will be related to an index rate, then the index we select will function only as a tool for setting the rate on this note. You do not guarantee, by selecting any index, that the rate on this note will have a particular relationship to the rate you charge on any other loans or any type or class of loans with your other customers.

SINGLE ADVANCE LOANS: If this is single advance loan, you and I expect that you will make only one advance of principal. However, you may add other amounts to the principal if you make any payments described in the "PAYMENTS BY LENDER" paragraph of low.

MULTIPLE ADVANCE LOANS: If this is a multiply advance loan, you and I

expect that you will make more than one advince of principal.

If this is closed end credit, then repaying a part of the principal will not

entitle me to additional credit.

If this is open end credit, then repaying a part of the principal will entitle me to additional credit, unless the open end feature has righted. You will not ordinarily make an advance if it would cause the inpaid principal amount to become greater than the maximum principal amount or if the unpaid principal amount is already greater than the maximum principal amount. You will never be obligated to make such an advance, e. en f you occasionally do so.

PAYMENTS BY LENDER: If you are authorized to pay, on my behalf, charges I am obligated to pay (such as properly insurance premiums), then you may treat those payments as advances and add them to the unpaid princlosi under this note.

POST MATURITY RATE: For purposes of deciding when the "Post Maturity Rate" (shown on the other side) applies, the term "maturity" means the following:

(1) if the note is payable on demand, the date you make your demand;

(2) if the note is payable on demand with an alternate maturity date(s), the date you make your demand or the final alternate maturity date or the date you accelerate payment on the note, whichever is earlier; and

(3) in all other cases, the date of the last scheduled payment of principal or the date you accelerate payment on the note, whichever is earlier

SET-OFF: You have the right to set-off any amount I owe you under this note against any right I have to receive money from you. If my right to receive money from you is owned by someone else not paying this note, your set-off can only reach funds I could have reached with my own request or endorsement. Your right of set off does not extend to accounts where my rights are only as a fiduciary. It also does not extend to my IRA or other tax-deferred retirement account.

Your right of set-off applies without your first telling me you are going to use it. It applies no matter what sort or value of collateral is on this loan. It also applies no matter who alse has agreed to pay this note.

You will not be liable for wrongful dishonor of a check where such dishonor occurs because you set-off this debt against my account.

SECURITY: The portion of this form identifying agreements securing this note is for your internal reference only. The fact that you do not list an agreement in that portion of the form does not mean that the agreement does not

DEFAULT: I will be in default if any one or more of the following occur:

(1) I fail to make a payment on time or in the amount due.

(2) I fail to keep the collateral insured, if required.

(3) I fail to keep any other promise I have made in connection with this loan.

(4) I fail to pay, or keep any other promise, on any other loan or agreement I have with you.

(5) Any other creditor of mine attempts to collect the debt I owe him through court proceedings.

(6) i dia.

(7) I go into bankruptcy, whether by my own choice or not.
(8) I do or fall to do something which causes you to believe that you will have difficulty collecting the amount I owe you.
(9) Anything else happens which causes you to believe that you will have

difficulty collecting the amount I owe you.

REMEDIES: If I am in default on this note, you have the following remedies:

(1) You may demand immediate payment of all I owe you under this note.

(2) You may set off this debt against any right I have to the payment of money from you.

(3) You may demand more security or new parties obligated to pay this note in return for not using any other remedy.

(4) You may make use of any remedy you have under state or federal law. (5) You may make use of any remedy given to you in any agreement

securing this note. (6) If this is a multiple advance toan, either open end or closed end, you may refuse to make advances to me while I am in default.

By selecting any one or more of these remedies you do not give up your right to later use any other remedy. By deciding not to use any remedy should I default, you do not waive your right to later consider the event a default if it happens again.

CONFESSION OF JUDGMENT: In addition to your remedies listed above, I authorize any attorney to appear in a court of record and confess judgment, without process, against me, in favor of you, for any sum unpaid and due on this note, together with collection costs including reasonable attorney's

WAIVER: I give up my rights to require you to do certain things. I will not require you to:

(1) demand payment of amounts due (presentment); (2) obtain official certification of nonpayment (protest);

(3) give notice that amounts due have not been paid (notice of dishonor).

ATTORNEYS' FEES: If you must hire a lawyer to collect this note, I must pay his or her fee, plus court costs (except where prohibited by law).

ADCITIONAL PARTIES AND SECURITY: I understand that I must pay this note over if someone else has signed it. You may sue me, or anyone else, or any of un together, to collect this note. You do not have to tall me this note not a rat been paid. You may release any cosigner and I will still be obligater to pay the note. If you give up any of your rights it will not affect my duty to pay in a note. Extending new credit or renewing this note will not affect my duty to pay this note.

FINANCIAL STATEMENTS: Lagree to provide to you, upon request, any financial statements or me mation you may deem necessary. I warrant that all. financial statements ond information I provide to you are or will be accurate, correct, and complais.

GUARANTEE: By signing below, I unconditionally guarantee the payment of any amounts owed under this note. It ilso agree that all the other terms of the note will apply to me.

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S 15.134

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### RIDER TO NOTE

THIS RIDER is attached to and made a part of Note of even date herewith from XL DISPOSAL CORPORATION, ROBERT J. PRUIM, EDWARD H. PRUIM and BREMEN BANK AND TRUST COMPANY, AS TRUSTEE tO FIRST MIDWEST BANK/ILLINOIS, NATIONAL ASSOCIATION.

As used in said Note, the term "Prime" or "Prime Rate" means that rate of interest published from time to time by the Wall Street Journal as the Prime Rate. If the Prime Rate so published is at any time more than one rate of interest (that is, a so-called "multi-ciered" Prime Rate of interest), then the highest rate so published during such period shall apply. If at any time or times the Will Street Journal discontinues or for any reason does not publish a Prime Rate, then the Prime Rate shall be the rate announced from time to time during such period by the First Midwest Bancorp, Inc. as its Prime Rate. The interest rate on Note and indebtedness shall be adjusted daily. Rate on any Saturday, Sunday, or legal holiday shall be the Prime Rate in effect on the first business day next preceding such Saturday, Sunday, or legal holiday. The interest rate accruing on the balance due under said Note at any time before maturity may be computed by adding two percent (2.0)% to the Prime Rate then in effect.

day	of 🗓	, 1991.
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		XL DISPOSAL CORPORATION,
		an Illino's corporation
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	-	Edward H. Pruin, President
	By:	4
	-4 .	Robert J. Pruim, Secretary
		U <sub>Sc.</sub>
		ROBERT J. PRUIM
		<b>©</b>
		EDWARD H. PRUIM
		BREMEN BANK AND TRUST COMPANY, AS
		TRUSTEE
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### SIGNATURE PAGE TO NOTE

THIS SIGNATURE PAGE IS ATTACHED TO AND FORMS AN INTEGRAL PART OF PROMISSORY NOTE OF EVEN DATE HEREWITH BY AND BETWEEN XL DISPOSAL CORPORATION, ROBERT J. PRUIM, EDWARD H. PRUIM, and BREMEN BANK AND TRUST COMPANY, AS TRUSTEE, AS BORROWERS, AND FIRST MIDWEST BANK/ILLINOIS, AS LENDER.

DATED THIS	DAY OF	<del></del>		, 1991	
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ROBERT J. PRU	Ox				
EDWARD H. PRU	IM	20			
BREMEN BANK A under Trust A and known as	greement da	ated May	24, 1989		
By:			0,	•	
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Title:	<u></u>				
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of this Agreement. Bank and its representatives are expressly authorized to file or register duplicate originals of this Subordination Agreement in the office of the Registrar of Titles of Cook County, Illinois. This Agreement may be executed in multiple counter-parts, each of which shall be deemed an original hereof. The Bank or its agents are further expressly authorized to insert in this document the date of Bank's Superior Mortgage and the date and document number of each filing or registration where indicated above.

The recitations contained in the Preamble hereof form an integral

counterparts, each of which s Dated this 21st day of May, 1	Agreement may be executed in multiple hall be deemed as an original hereof. 1991.
BY:	Gerald Olson
90	Chief of Portfolio Management
ATTEST: BY:	July Raced Odle
TITLE:	Attorney
STATE OF ILLINOIS ) SS	<b>,</b> •
COUNTY OF COOK	
State aforesaid, do hereby control of Management of Administration, personally known is subscribed to the forethis day in person and signed,	tary Public in and for the County and rtify that GERALD OLSON, as Chief of he United States Small Business own to me to be the same person whose egoing instrument, appeared before me soaled and delivered said instrument and reed, for the uses and purposes
Given under my hand and	Notarial Seal, this 2200 day of
"OFFICIAL SEAL"	Collen Sarder-Vaca
EILEEN SENDER-VACA  Notary Public State of Illiands My Commission Expires June 13, 1994  **EXPIREM SENDER-VACA  **	Notary Public
CONSENT OF INDEMNITOR	S TO SUBORDINATION AGREEMENT
	XL DISPOSAL CORPORATION, an Illinois corporatio.
Bura	Early Ox
By:	Edward H. Pruim President
Attest	Robert J. Pruim, Secretary
	Robert J. Fruim, Secretary
<u> </u>	EDWARD H DRITM
Į <sup>j</sup>	# 8 .
A Service Control of the Control of	BERNETTH PRUIM
The state of the s	Robert J. Druin
	ROBERT J PRUIM

THIS INSTRUMENT PREPARED BY AND RETURN TO:
Attorney Robert H. Schenk

58 North Chicago Street

Joliet, Illinois 60431

(815) 727-9215

CAROL POSS REGISTANA

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