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This Document Prepared by
and after Recording Return to:

Riordan, Fulkerson, Smith & Coleman
100 North LaSalle Street
Twenty-Third Floor
Chicago, Illinois 60602
Attn: Alan L. Fulkerson, Esq.



Doc#: 0430727063
Eugene "Gene" Moore Fee: \$36.00
Cook County Recorder of Deeds
Date: 11/02/2004 12:17 PM Pg: 1 of 7

BOX 440 REESC

SUBORDINATION OF MANAGEMENT AGREEMENT 4900-10 NORTH SHERIDAN ROAD, CHICAGO, ILLINOIS

THIS SUBORDINATION OF MANAGEMENT AGREEMENT ("Agreement") made and delivered in Chicago, Illinois, effective as of November 1, 2004, by TLC MANAGEMENT CO., an Illinois corporation ("Manager"), and WHITECHAPEL, LLC, an Illinois limited liability company ("Owner"), to and for the benefit of LASALLE BANK NATIONAL ASSOCIATION, a national banking association ("Lender").

RECITALS :

A. Owner is the sole owner of certain land, improvements thereon and personal property located therein and used in connection therewith ("Property"), legally described in attached Exhibit A, and commonly known as 4900-10 North Sheridan Road, Chicago, Illinois.

B. Owner and the Manager have entered into a certain management agreement ("Management Agreement"), whereby the Manager agreed to furnish services for the operation and management of the Property in exchange for certain payments to the Manager for its services and the payment of all expenses incurred by the Manager in connection with the furnishing of its services. Manager and Owner represent and warrant to Lender that there is no written Management Agreement between Manager and Owner in connection with the management of the Property except as attached on Exhibit B hereto. Owner further represents and warrants to Lender that it has not entered into any other agreement, oral or written, for the management of the Property, with any other party.

C. Lender has agreed to make a Loan to the Owner in the original principal amount of \$12,265,000.00. The Loan is evidenced by a certain Promissory Note ("Note") dated effective November 1, 2004. The Note is secured, among other things, by a Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing ("Mortgage") dated effective

M.G.R. TITLE

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November 1, 2004 made by Owner and granting Lender a first lien on the Property. As additional security for repayment of the Note, Owner has executed and delivered to Lender an Assignment of Rents and Leases and other loan documents (collectively, the "Loan Documents").

D. Lender requires as a condition precedent to its extension of the Loan, that (i) the indebtedness evidenced by the Note and the Loan and security interests of the Loan Documents to be paramount and prior to any and all obligations, expenses and indebtedness owing to Manager which arise from the Management Agreement (collectively, the "Junior Liabilities"), and any and all existing liens of future rights to liens of the Manager or anybody claiming by, through or under the Manager which arise from any and all obligations, expenses and indebtedness owing to the Manager, and which arise from the Management Agreement (collectively, the "Junior Liens"), and (ii) Owner and the Manager agree that the Management Agreement may be terminated by Lender if a Default occurs under the Note, the Mortgage or the Loan Documents which is not cured within any applicable grace period.

E. The Manager will be directly benefited by the making of the Loan.

NOW, THEREFORE, in consideration of the mutual covenants made herein and of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Lender to extend the due date of the Loan, it is hereby agreed as follows:

1. The Junior Liabilities and the Junior Liens are hereby subordinated to each and every one of the Note, the Mortgage, the Loan Documents, and all indebtedness, liabilities and obligations of any kind whatsoever (whether now existing or hereafter arising and regardless of the aggregate amount thereof) owing by the Owner, to Lender, with respect to the Property (collectively, the "Senior Liabilities").

2. The payment of all Junior Liabilities shall be subordinated to the payment in full of all Senior Liabilities. No payment in respect of any Junior Liabilities shall be made at any time by Owner, and the Manager shall not accept any such payment, on or after the date Owner and Manager, respectively, have been notified by Lender of any default in payment or performance of any of the Senior Liabilities. In the event the Manager receives any such payment, the same shall be received in trust for Lender and immediately over by the Manager to Lender.

3. Notwithstanding anything contained in the Management Agreement to the contrary, Owner and the Manager agree that upon the occurrence of a Default under the Note, the Mortgage or the Loan Documents, Lender may, at its option, concurrently with and upon not less than three (3) days' notice to the Manager, terminate the Management Agreement and Lender shall have no obligations or liability to the Manager on account thereof. Notwithstanding the above, unless and until Lender so terminates the Management Agreement and for so long as Manager performs its services in accordance with the provisions of the Management Agreement, Manager shall be entitled to be paid a management fee equal to the lesser of (i) the fee Manager

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is then currently receiving under the Management Agreement, or (ii) Five percent (5%) of base rental payments from the Property.

4. Any notices which may be given hereunder shall be deemed given if personally delivered or mailed by United States certified or registered mail, return receipt requested, properly addressed as follows:

To the Manager: TLC Management Co.
205 W. Randolph Street, Suite 640
Chicago, Illinois 60606

To the Owner: Whitechapel, LLC,
c/o Stuart Handler Real Estate Co.
205 West Randolph Street, Suite 630
Chicago, Illinois 60606
Attn: Stuart Handler, Manager

To Lender: LaSalle Bank National Association
8505 West Higgins Road, 6th Floor
Chicago, Illinois 60631
Attn: Bruce Kamp, Group Senior Vice President

5. This Agreement shall be binding upon Manager and Owner and upon their successors and assigns.

6. Manager and Owner agree to execute such further documents or instruments and take such further actions as Lender may reasonably request from time to time to carry out the intent of this Agreement.

7. This Agreement shall be construed in accordance with and governed by the laws and the State of Illinois. Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

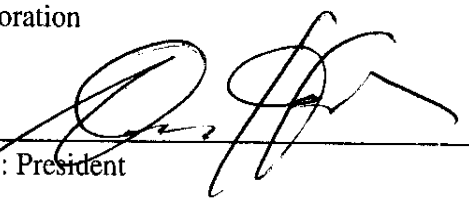
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IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first written above.

MANAGER:

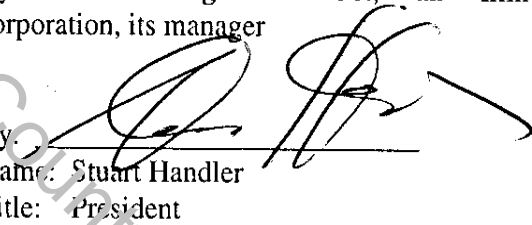
TLC MANAGEMENT CO., an Illinois corporation

By: 
Title: President

OWNER:

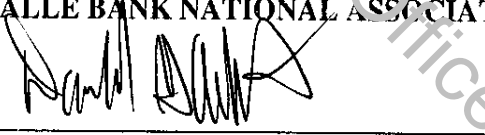
WHITECHAPEL, LLC,
an Illinois limited liability company

By: **TLC Management Co.**, an Illinois corporation, its manager

By: 
Name: Stuart Handler
Title: President

The undersigned hereby accepts the foregoing Subordination of Management Agreement and agrees to be bound by the terms thereof.

LASALLE BANK NATIONAL ASSOCIATION

By: 
Name: Donald G. Adams
Title: Vice President

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STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, Stephanie Smith a Notary Public in and for said County, in the State aforesaid, do hereby certify that Stuart Handler, the president of TLC Management Co., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as its 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 of said TLC Management Co., for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 1st day of November, 2004.

Stephanie Smith
Notary Public

My Commission Expires:

5/13/06

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)



I, Stephanie Smith a Notary Public in and for said County, in the State aforesaid, do hereby certify that Stuart Handler, the president of TLC Management Co., an Illinois corporation, the Manager of Whitechapel, LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as its 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 of said TLC Management Co., as manager of Whitechapel, LLC, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 1st day of November, 2004.

Stephanie Smith
Notary Public

My Commission Expires:

5/13/06



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STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

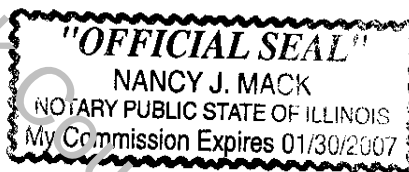
I NANCY J. MACK, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Donald G. Adams, Vice President of LaSalle Bank National Association, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1st day of November, 2004.

Nancy J. Mack
Notary Public

My Commission Expires:

1-30-2007



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EXHIBIT A

LEGAL DESCRIPTION

LOTS 15, 16, 17 AND 18 (EXCEPT THE EAST 7 FEET OF SAID LOTS) IN BLOCK 3 IN CONARROE'S RESUBDIVISION OF THAT PART OF ARGYLE LYING SOUTH OF THE CENTER LINE OF ARGYLE STREET, IN THE SOUTHEAST ¼ OF SECTION 6, TOWNSHIP 43 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PINS: 14-08-411-018 through 020

ADDRESS: 4900-10 North Sheridan Road
Chicago, Illinois

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