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(3all)

THIS INSTRUMENT PREPARED BY:

Christyl Marsh
Cohen, Salk & Huvard, P.C.
630 Dundee Road, Suite 120
Northbrook, Illinois 60062



Doc#: 0631901007 Fee: \$40.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/15/2008 06:44 AM Pg: 1 of 9

AND AFTER RECORDING MAIL TO:

First Eagle National Bank
1201 West Madison Street
Chicago, Illinois 60607
Attn: Joseph Kunzon

8351630 D2 KARSA

Property of Cook County Clerk's Office

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SUBORDINATION AND ATTORNMENT AGREEMENT

THIS AGREEMENT, made and entered into as of November 1, 2006, by and among WESTLOOP ATHLETIC CLUB LLC, an Illinois limited liability company ("Tenant"), whose address is 1380 West Randolph Street, Chicago, Illinois 60607, NORTH STAR TRUST COMPANY, as Trustee under Trust Agreement dated May 23, 2005, and known as Trust No. 05-8504 (hereinafter referred to as the "Borrower"), whose address is c/o Marc Realty, 55 East Jackson Boulevard, Suite 500, Chicago, Illinois 60604 and FIRST EAGLE NATIONAL BANK ("Lender"), whose address is 1201 West Madison Street, Chicago, Illinois 60607.

PRELIMINARY STATEMENT OF FACTS:

- A. Lender has agreed to make a first mortgage loan (the "Loan") to Borrower, which is to be evidenced by a Mortgage Note ("Note") and secured by a Mortgage and Security Agreement ("Mortgage") on certain real estate as more fully described in Exhibit "A" attached hereto and the improvements thereon ("Premises").
- B. The Mortgage is to be recorded in the County of Cook, State of Illinois.
- C. The Tenant is the present lessee under a commercial lease dated June 1, 2005, made by Marc Realty, LLC, as managing agent for the beneficiaries of Borrower, as landlord, demising a portion of the Premises (the "Leased Premises") (said lease and all amendments thereto being referred to as the "Lease").
- D. As a condition precedent to Lender's disbursement of Loan Proceeds, Lender has required that Tenant subordinate the Lease and its interest in the Premises in all respects to the lien of the Mortgage.
- E. The Lender is disbursing the Loan proceeds in reliance upon the agreements contained in this instrument, but for which it would not disburse the Loan.

Box 400-CTCC

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NOW, THEREFORE, in consideration of the sum of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, it is hereby agreed as follows:

1. SUBORDINATION. The Lease, and the rights of Tenant in, to or under the Lease and in and to the Premises, are hereby subjected and subordinated and shall remain in all respects and for all purposes subject, subordinate and junior to the lien of the Mortgage, and to the rights and interest of the from time to time holder of the Mortgage, as fully and with the same effect as if the Mortgage had been duly executed, acknowledged and recorded, and the indebtedness secured thereby had been fully disbursed prior to the execution of the Lease or possession of the Premises by Tenant, or its predecessors in interest.

2. PURCHASE OPTIONS. Any options or rights contained in said Lease to acquire title to the Premises are hereby made subject and subordinate to the rights of the Lender under the Mortgage, and any acquisition of title to the Premises made by Tenant during the term of the Mortgage shall be made subordinate and subject to the Mortgage.

3. TENANT TO ATTORN TO LENDER. If the interests of Borrower shall be transferred to and owned by Lender by reason of foreclosure or other proceedings brought by it in lieu of or pursuant to a foreclosure, or by any other manner, and Lender succeeds to the interest of this Borrower under the Lease, then at Lender's option, Tenant shall be bound to Lender under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, with the same force and effect as if Lender were the landlord under the Lease, and Tenant does hereby attorn to Lender as its landlord, said attornment to be effective and self-operative immediately upon Lender succeeding to the interest of the Borrower under the Lease without the execution of any further instruments on the part of any of the parties hereto; provided, however, that Tenant shall be under no obligation to pay rent to Lender until Tenant receives written notice from Lender that it has succeeded to the interest of the Borrower under the Lease. The respective rights and obligations of Tenant and Lender upon such attornment, to the extent of the then remaining balance of the term of the Lease and any such extensions and renewals, shall be and are the same as now set forth therein; it being the intention of the parties hereto for this purpose to incorporate the Lease in this Agreement by reference with the same force and effect as if set forth at length herein.

4. LENDER NOT BOUND BY CERTAIN ACTS OF BORROWER. If Lender shall succeed to the interest of Borrower under the Lease, Lender shall not be liable for any act or omission of any prior landlord (including Borrower); nor subject to any offsets or defenses which Tenant might have against any prior landlord (including Borrower); nor bound by any rent or additional rent which Tenant might have paid for more than the then current installment; nor bound by any amendment or modification of the Lease made without its consent. In the event of a default by Borrower under the Lease or an occurrence that would give rise to an offset against rent or claim against Borrower under the Lease, Tenant will use its best efforts to set off such defaults or occurrence and prior to terminating the Lease, Tenant will send written notice of such defaults or an occurrence to Lender at the address of Lender as set forth above and will give Lender such time as is reasonably required to cure such default or rectify such occurrence, provided Lender uses reasonable diligence to correct the same. Tenant agrees that notwithstanding any provision of the Lease to the contrary, it will not be entitled to cancel the Lease, or to abate or offset against the rent, or to

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exercise any other right or remedy until Lender has been given notice of default and opportunity to cure such default as provided herein.

5. PROCEEDS OF INSURANCE AND CONDEMNATION AWARDS. That Tenant, its successors or assigns shall agree to assign and release unto Lender:

(a) All of its right, title, interest or claim, if any, in and to the proceeds of all policies of insurance covering the Premises for application upon the indebtedness secured by or other disposition thereof in accordance with the provisions of the Mortgage; and

(b) All of its right, title and interest or claim, if any, in and to all awards or other compensation made for any taking of any part of the Premises to be applied upon the indebtedness secured by or disposed of in accordance with the provisions of the Mortgage.

In the event that following any such application and disposition of the insurance proceeds and condemnation award and other compensation, any balance remains, then such excess shall be made payable to Borrower or Tenant, as their interests may appear.

6. ASSIGNMENT OF LEASE. Borrower will by a separate Assignment of Rents and Leases ("Assignment") assign its interest in the rents and payments due under the Lease to Lender as security for repayment of the Loan. If in the future there is a default by the Borrower in the performance and observance of the terms of the Mortgage, the Lender may, at its option under the Assignment, require that all rents and other payments due under the Lease be paid directly to it. Upon notification to that effect by the Lender, the Borrower hereby authorizes and directs Tenant, and the Tenant agrees, to pay any payments due under the terms of the Lease to Lender. The Assignment does not diminish any obligations of the Borrower under the Lease or impose any such obligations on the Lender.

7. SUCCESSORS AND ASSIGNS. This Agreement and each and every covenant, agreement and other provision hereof shall be binding upon the parties hereto and their heirs, administrators, representatives, successors and assigns, including without limitation each and every from time to time holder of the Lease or any other person having an interest therein and shall inure to the benefit of the Lender and its successors and assigns.

8. CHOICE OF LAW. This Agreement is made and executed under and in all respects is to be governed by and construed in accordance with the laws of the State where the Premises are situate.

9. CAPTIONS AND HEADINGS. The captions and headings of the various sections of this Agreement are for convenience only and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

10. NOTICES. Any notice which any party hereto may desire or may be required to give to any other party shall be in writing and the mailing thereof by certified mail, or equivalent, to the addresses as set forth above, or to such other places any party hereto may by notice in writing designate shall constitute service of notice hereunder.

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11. IMPROVEMENTS. Neither the Lender nor any of its successors or assigns shall have any obligation to construct or to complete any construction or to perform any work on the Premises or to prepare the Leased Premises or any part thereof for occupancy. Neither shall the Lender or its successors or assigns be obligated to repair, replace, rebuild or restore the Leased Premises and/or the Premises in the event of damage or destruction thereto. Tenant agrees that any improvements made by it to the Leased Premises pursuant to the Lease will be without obligation on the part of Lender, its successors or assigns, to assume any cost or expense relative thereto and that no such improvement(s) shall occur unless satisfactory arrangements are made to ensure that no mechanic's lien, materialmen's lien or other lien shall arise against or attach to the Premises by reason thereof and to ensure that the lien of the Mortgage shall at all times be prior in right to any such lien.

This Agreement is executed by Borrower solely in the exercise of the authority conferred upon it as Trustee as aforesaid, and no personal liability or responsibility shall be assumed by, nor at any time be asserted or enforced against it, its agents or employees on account hereof, or on account of any promises, covenants, undertakings or agreements herein or in said Note contained, either express or implied; all such liability, if any, being expressly waived and released by the mortgagee or holder or holders of said Note and by all persons claiming by, through or under said Mortgage or the holder or holders, owner or owners of said Note and by every person now or hereafter claiming any right or security thereunder. It is understood and agreed that Borrower, individually or as Trustee, shall have no obligation to see to the performance or non-performance of any of the covenants or promises herein contained, and shall not be liable for any action or non-action taken in violation of any of the covenants herein contained.


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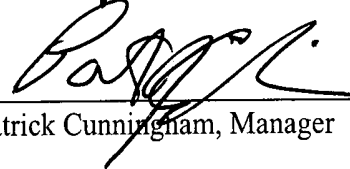
IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed as of the date first above written.

TENANT:

WESTLOOP ATHLETIC CLUB LLC, an Illinois limited liability company, a/k/a West Loop Athletic Club, L.L.C.

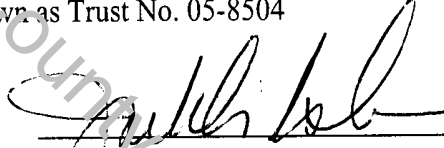
By: 
Elliott M. Weiner, Manager

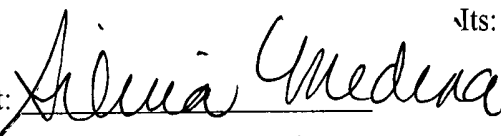
By: 
Laurence H. Weiner, Manager

By: 
Patrick Cunningham, Manager

BORROWER:


NORTH STAR TRUST COMPANY, as Trustee under Trust Agreement dated May 23, 2005 and known as Trust No. 05-8504

By: 
Its: Vice-President

Attest: 
Its: Trust Officer

LENDER:

FIRST EAGLE NATIONAL BANK

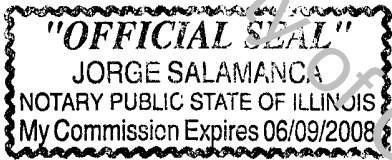
By: 
Its: Vice - President

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that ELLIOTT M. WEINER, LAURENCE H. WEINER AND PATRICK CUNNINGHAM personally known to me as Managers of WESTLOOP ATHLETIC CLUB LLC, an Illinois limited liability company, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as such Managers of said limited liability company, pursuant to authority, given by the members of said limited liability company, as their own and free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1st day of November, 2006.



[Handwritten Signature]

Notary Public

My Commission Expires: 06/09/2008

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EXHIBIT "A"

PIN: 17-08-324-009-0000 (affects parcel 1)
17-08-324-010-0000 (affects parcel 1)
17-08-324-011-0000 (affects parcel 1)
17-08-324-018-0000 (affects parcel 2)

ADDRESS: 1380 West Randolph Street, Chicago, Illinois

PARCEL 1:

LOTS 1, 2, 3 AND 4 (EXCEPT THAT PART TAKEN FOR WIDENING OF WEST RANDOLPH STREET) AND EXCEPT THE NORTH 7 FEET 9 INCHES, OF LOTS 1, 2, 3 AND 4 IN THE SUBDIVISION OF LOTS 3 AND 4 IN THE ASSESSOR'S DIVISION OF THAT PART LYING SOUTH OF LAKE STREET OF LOT 3 IN THE CIRCUIT COURT PARTITION OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EAST 10 FEET OF THE NORTH 137.26 FEET OF THE SOUTH 145.26 FEET, MORE OR LESS, OF VACATED NORTH LOOMIS STREET, LYING 8.0 FEET NORTH OF AND ADJOINING THE NORTH LINE OF WEST RANDOLPH STREET, AS WIDENED, ADJOINING LOT 1 IN THE SUBDIVISION OF LOTS 3 AND 4 IN THE ASSESSOR'S DIVISION OF THAT PART LYING SOUTH OF LAKE STREET OF LOT 3 IN THE CIRCUIT COURT PARTITION OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS VACATED BY ORDINANCE RECORDED OCTOBER 31, 1997 AS DOCUMENT 97071986, IN COOK COUNTY, ILLINOIS.