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Cook County Recorder

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Property of Cook County Clerk's Office

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SUBORDINATION AGREEMENT

In consideration of the financial accommodations given, to be given, or continued by LaSalle National Bank (the "Bank") to Howard Theater Limited Partnership, an Illinois limited partnership (the "Company") and in order to induce the Bank to extend or continue to extend credit to the Company upon such terms and conditions as may from time to time be agreed upon by the Bank and the Company, CIG Howard, LLC (the "Creditor"), the Company and the Bank agree as follows:

1. The Creditor hereby subordinates all indebtedness, including interest thereon (the "Subordinated Indebtedness") which is now or may at any time hereafter be owing to the Creditor by the Company in favor of all indebtedness, including interest thereon (the "Senior Indebtedness") which is now or at any time owing by the Company to the Bank whether now or hereafter existing, absolute or contingent, secured or unsecured, due or not due, joint or several, and however arising. The Senior Indebtedness includes, without limitation, all of the Company's obligations to the Bank under the Reimbursement Agreement dated as of December 1, 1998, between the Company and the Bank, as amended from time to time (the "Reimbursement Agreement"). The Subordinated Debt includes, without limitation, the indebtedness and liabilities of the Company to the Creditor pursuant to the Development Agreement dated as of December 1, 1998, between the Company and the Creditor, as amended from time to time (the "Development Agreement").

BOX 333-CTI

2. Except as permitted in paragraph 17 hereof, so long as any Senior Indebtedness remains outstanding, the Company agrees that no payment of or on account of any Subordinated Indebtedness shall be made or any security given therefor until such time as the Senior Indebtedness has been paid in full. The Creditor further agrees not to demand, receive or accept any such payment or security from the Company.
3. If the Creditor receives any payment from the Company in contravention of paragraph 2 hereof and fails to deliver same to the Bank in the form received for application to the Senior Indebtedness, the Creditor so receiving such payment shall become liable to the Bank for the amount so received.
4. The Company agrees that should there be any violation of this Subordination Agreement while the Senior Indebtedness remains unpaid, after giving effect to any applicable notice and cure periods provided in the Reimbursement Agreement, the maturity of the Senior Indebtedness may, at the Bank's option, be accelerated and the entire principal sum shall become immediately due, together with interest and reasonable attorneys' fees notwithstanding any provision in the documents evidencing the Senior Indebtedness to the contrary.
5. In the event of any receivership, insolvency, bankruptcy, assignment for the benefit of creditors, readjustment of indebtedness, composition, reorganization, whether or not pursuant to bankruptcy laws, sale of substantially all of the assets, dissolution, winding up, liquidating or any other marshalling of the assets or liabilities of the Company, any payment or distributions of assets of the Company of any kind or character, whether in cash, securities or other property, which would otherwise be payable to or deliverable upon or with respect to any or all indebtedness of the Company to the Creditor, shall be paid or delivered directly to the Bank for application on any Senior Indebtedness of the Company to the Bank until such Senior Indebtedness shall have been fully paid and satisfied. The Bank shall have the right to enforce, collect and receive every such payment or distribution and give acquittance therefor, and the Bank is hereby authorized as attorney-in-fact for the Creditor to vote and approve the Subordinated Indebtedness in any of the above described proceedings or in any meeting of creditors of the Company relating thereto.
6. The Creditor shall not assign, transfer, hypothecate or dispose of any claim it has or may have against the Company while any Senior Indebtedness of the Company to the Bank remains unpaid, without prior written consent of the Bank.
7. The Creditor and the Company represent to the Bank that as of the date hereof the Subordinated Indebtedness is not evidenced by any notes or other negotiable instruments, except such notes or negotiable instruments, if any, as have been endorsed and delivered by the Creditor to the Bank simultaneously with the execution of the Agreement. To the extent that the Subordinated Indebtedness is hereafter evidenced by a note or negotiable instrument, the Creditor agrees to promptly, upon receipt, deliver same to the Bank.

8. The Creditor agrees that so long as this Agreement is in effect, each note or negotiable instrument which evidences the Subordinated Indebtedness shall be endorsed substantially as follows:

The indebtedness hereby evidenced has been subordinated in favor of to LaSalle National Bank ("Bank"), by Subordination Agreement dated as of December 1, 1998, to which reference is hereby made, to secure all indebtedness now or hereafter owing by the maker or drawer hereof to said the Bank.

The Company agrees that it will render to the Bank upon demand a statement of the Company's account with the Creditor and that it will reflect in its financial records the legal effect of this Agreement.

9. The Creditor and the Company agree that so long as this Agreement is in effect, they will not modify, amend or terminate (in whole or in part) the Development Agreement except with the prior written consent of the Bank, which consent shall not be unreasonably withheld or delayed.
10. The Creditor and the Company will send copies of all notices of default sent by either of them to the other pursuant to the Development Agreement to the Bank, and no such notice shall be effective as against the Bank for any purpose unless and until a copy thereof shall have been received by the Bank.
11. If the Mortgagor shall default under the Development Agreement, the Creditor will not exercise any remedies, including, but not limited to, any right to terminate the Development Agreement, unless and until the Creditor shall give notice of intention to do so to the Bank and the Bank, for a period of 30 days after receipt of such notice, shall fail to either remedy the default of the Company or deliver to the Creditor an undertaking to remedy such default at the sole cost and expense of the Bank, within such reasonable time as may be appropriate, taking into account the nature of the default.
12. The Creditor and the Company will send all notices referred to in Section 10 above to the Bank hereunder to 135 South LaSalle Street, Suite 1225, Chicago, Illinois 60603, Attention: Community Development, by registered or certified mail, return receipt requested. The Bank will send all notices to the Creditor hereunder to 401 North Michigan Avenue, Chicago, Illinois 60611, Attention: Jay Johnson, by registered or certified mail, return receipt requested.
13. Upon the occurrence of an Event of Default under the Reimbursement Agreement, the Bank may terminate the Development Agreement. In the event that the Bank does not terminate the Development Agreement, the Creditor agrees, upon request of the Bank, to continue to perform under the Development Agreement for the benefit of the Bank, upon payment to Creditor of the fees provided in the Development Agreement, and

performance of all obligations and liabilities of the Company set forth in the Development Agreement which accrue on and after the date the Creditor undertakes performance of the Development Agreement at the request of the Bank for the benefit of the Bank.

14. So long as this Agreement is in effect, the Creditor's lien on any and all property of the Company shall be subordinate and is hereby subordinated to the lien of the Bank pursuant to that certain Mortgage and Security Agreement dated as of December 1, 1998 (the "Mortgage"), from the Company to the Bank, recorded with the Recorder of Deeds of Cook County, Illinois as Document No. 08135313, encumbering the property of the Company described in Exhibit A hereto, and to any and all other documents from time to time securing the Senior Indebtedness. The Creditor hereby agrees that until the Senior Indebtedness is paid to the Bank in full, the Creditor shall not in any way, manner or respect assert or seek to enforce any lien against any of the Company's property arising under the Development Agreement or otherwise in respect of the Subordinated Indebtedness.
15. This Agreement shall constitute a continuing agreement of subordination, even though at times the Company is not indebted to the Bank and the Bank may, without notice to the Creditor lend monies, extend credit and make other financing for the account of the Company on the faith hereof. Notwithstanding payment in full of the Senior Indebtedness and the performance of its obligations under the documents or instruments evidencing the Senior Indebtedness (or waiver of such performance) this Agreement shall automatically terminate.
16. The Bank, at any time and from time to time, may enter into subordination or agreements with the Company as the Bank may deem proper, extending from time to time or otherwise altering the terms of all or any of the Senior Indebtedness or releasing, or substituting or affecting any security underlying any or all of such Senior Indebtedness or may exchange, sell or surrender or otherwise deal with any security, or may release any balance of funds of the Company with the Bank, without notice to the Creditor and without in any way impairing or affecting this Agreement.
17. Notwithstanding anything contained in this Agreement to the contrary, so long as a Default or an Event of Default does not exist under the Reimbursement Agreement or any other document from time to time evidencing and/or securing the Senior Indebtedness, the Company may make scheduled payments to the Creditor of the management fee and other charges and amounts owing under the Development Agreement and such payments shall not be deemed to be Subordinated Indebtedness.
18. The Bank's delay in or failure to exercise any right or remedy shall not be deemed a waiver of any obligation of the Creditor or right of the Bank. This Agreement may be

modified, and any of the Bank's rights hereunder waived, only by agreement in writing signed by all parties hereto.

19. This Agreement shall inure to the benefit of and bind the parties and their respective successors and assigns.
20. Notice of acceptance by the Bank of this Agreement is hereby waived by the Creditor and the Company and this Agreement and all of the terms and provisions hereof shall immediately be binding upon the Creditor and the Company from the date of execution hereof.
21. This Agreement shall be construed and governed by the laws of the State of Illinois.
22. The Bank may record this Agreement.

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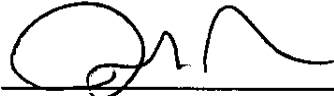
SIGNATURE PAGE TO SUBORDINATION AGREEMENT

Dated as of December 1, 1998.

08135322

CREDITOR:

CIG HOWARD, LLC, A Delaware limited liability company


By 
Jay D. Johnson, Managing Member

The Company hereby consents to the foregoing Agreement and agrees to be bound by the terms and conditions thereof.

COMPANY:

HOWARD THEATER LIMITED PARTNERSHIP, an Illinois limited partnership

By Howard Theater, Inc., an Illinois corporation, its general partner

By 
Name:
Title: PRESIDENT

BANK:

LASALLE NATIONAL BANK

By 
Its:

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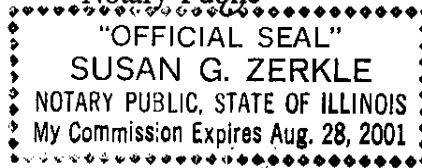
STATE OF ILLINOIS)
)
) SS
COUNTY OF C O O K)

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The foregoing instrument was acknowledged before me this 1st day of December, 1998, by Jay D. Johnson, Managing Member of CIG Howard, LLC, a Delaware limited liability company, on behalf of said limited liability company.

Susan G. Zerkle

Notary Public

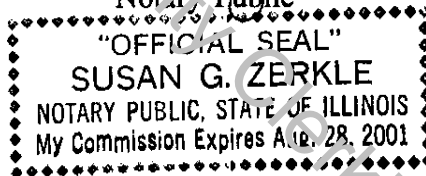


STATE OF ILLINOIS)
)
) SS
COUNTY OF C O O K)

The foregoing instrument was acknowledged before me this 1st day of December, 1998, by JAY JOHNSON, PRESIDENT of Howard Theater, Inc., an Illinois corporation and the General Partner, of Howard Theater Limited Partnership, an Illinois limited partnership, on behalf of said corporation and said limited partnership.

Susan G. Zerkle

Notary Public



STATE OF ILLINOIS)
)
) SS
COUNTY OF C O O K)

The foregoing instrument was acknowledged before me this 1st day of December, 1998, by SUSAN L. KELLANS, COMM. BANKING OFFICER of LaSalle National Bank, a national banking association, on behalf of said association.

Susan G. Zerkle

Notary Public



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STREET ADDRESS: 1615-12 W. HOWARD STREET
CITY: CHICAGO COUNTY: COOK
TAX NUMBER: 11-30-404-006-0000

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LEGAL DESCRIPTION:

PARCEL 1:

THOSE PARTS OF LOTS 1 THROUGH 10 BOTH INCLUSIVE IN BLOCK 1 IN FERGUSONS BIRCHWOOD ADDITION TO ROGERS PARK, AS PER PLAT THEREOF RECORDED APRIL 6, 1911 AS DOCUMENT NUMBER 4735388, DESCRIBED AS FOLLOWS:; BEGINNING AT THE NORTHEAST CORNER OF LOT 10 AFORESAID; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 10, A DISTANCE OF 90.00 FEET; THENCE WEST ALONG A LINE PARALLEL WITH AND 90.00 FEET SOUTH OF THE NORTH LINE OF SAID LOTS 1 THROUGH 10, TO A POINT IN THE SOUTHWESTERLY LINE OF LOT 2; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE, TO THE SOUTHWEST CORNER OF LOT 1; THENCE NORTH ON THE WEST LINE OF SAID LOT 1 TO THE NORTHWEST CORNER OF SAID LOT; THENCE EAST ALONG THE NORTH LINE OF SAID LOTS 1 THROUGH 10, SAID LINE BEING ALSO THE SOUTH LINE OF WEST HOWARD STREET, TO THE NORTHEAST CORNER OF LOT 10 AFORESAID AND THE POINT OF BEGINNING, COOK COUNTY, ILLINOIS.

PARCEL 2:

THOSE PARTS OF LOTS 2 THROUGH 10 BOTH INCLUSIVE IN BLOCK 1 IN FERGUSONS BIRCHWOOD ADDITION TO ROGERS PARK, AS PER PLAT THEREOF RECORDED APRIL 6, 1911 AS DOCUMENT NUMBER 4735388, DESCRIBED AS FOLLOWS:; BEGINNING AT A POINT IN THE EAST LINE OF SAID LOT 10, 90.00 FEET SOUTH OF THE NORTHEAST CORNER OF SAID LOT; THENCE SOUTH ON SAID EAST LINE OF LOT 10 TO THE SOUTHEASTERLY CORNER OF SAID LOT; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF LOTS 6,7,8,9 AND 10, TO THE SOUTHWESTERLY CORNER OF SAID LOT 6; THENCE NORTH ALONG THE WEST LINE OF LOT 6 TO THE SOUTHEAST CORNER OF LOT 5; THENCE WEST ALONG THE SOUTH LINE OF LOT 3,4 AND 5 TO THE SOUTHWESTERLY LINE OF SAID LOT 3; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF LOTS 2 AND 3, TO A POINT ON A LINE 90.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOTS 1 TO 10; THENCE E ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING, COOK COUNTY, ILLINOIS.

THE AFORESAID PARCELS 1 AND 2 OF LOTS 1 TO 10 BOTH INCLUSIVE IN BLOCK 1 IN FERGUSONS BIRCHWOOD ADDITION TO ROGERS PARK, A SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTHEASTERLY OF THE NORTHWESTERN ELEVATED RAILROAD RIGHT OF WAY AND THE NORTH INDIAN BOUNDARY LINE, AND PART OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF INDIAN BOUNDARY LINE, IN COOK COUNTY, ILLINOIS.

PREPARED BY AND
MAIL TO:

SEYFARTH, SHAW
55 E. MONROE ST.
SUITE 4200
CHICAGO, IL. 60603
ATTN: JAMES SCHRAIDT