SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made as of the 25th day of June, 1986 between Home Life Insurance Company, a New York corporation (hereinafter called "Mortgagee"), which has an office at 253 Broadway, New York, New York 10007 (Attn: Senior Vice President - Investment Department) and Homewood Associates, an Illinois limited partnership (hereinafter called "Purchaser"), which has an office at c/o Marvin Siegel, 3230 Old Glenview Rd., Suite 12, Wilmette, Illinois 60091.

W I T N E S S E T H:

WHEREAS, Purchaser has entered into that certain Contract for Deed dated December 1, 1983, with American National Bank and Trust Company of Chicago as Trustee under Trust No. 59651 (hereinafter called "Seller") pursuant to which Purchaser has agreed to purchase and Seller has agreed to sell, in accordance with the terms of the Contract, the real property (the "Property") commonly known as the Cherry Creek Shopping Center at 183rd Street and Govenors Highway, Homewood, Cook County, Illinois 60430 and more particularly described on Exhibit A attached hereto and made a part hereof (herein, said Contract for Deed, together with any and all amendments, modifications, extensions, renewals, consolidations and replacements thereof now existing or hereafter, with the consent of Mortgagee, entered into, are collectively called the "Contract");

WHEREAS, Mortgagee has agreed to make a loan to Seller, to be secured by the lien of a mortgage from the Seller and the owners of the beneficial interest in the Seller to the Mortgagee (herein, together with all amendments, modifications, extensions, renewals, consolidations and replacements thereof now existing or hereafter entered into, collectively called the "Mortgage") on the Property; and

WHEREAS, the parties hereto desire to set forth their agreement as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar ($1.00) by each party in hand paid to the other, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. The Contract (including all of the terms, covenants and provisions thereof) is and shall be subject and

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subordinate to the Mortgage, to the full extent of any and all amounts from time to time secured by the Mortgage (including without limitation, all interest thereon).

2. Purchaser, for itself and its successors and assigns, agrees that it will attorn to and recognize any purchaser of the Property at a foreclosure sale under the Mortgage or any transferee who acquires the Property by deed in lieu of foreclosure or otherwise, and the successors and assigns of such purchaser or transferee, as seller under the Contract, entitled to all of the rights and obligations thereunder, including without limitation the payment of any or all sums as the same become due thereunder, upon the terms and conditions set forth in the Contract.

3. Mortgagee, for itself and its successors and assigns, and for any purchaser at a foreclosure sale under the Mortgage, any transferee who acquires the Property by deed in lieu of foreclosure or otherwise, and the successors and assigns of such purchaser and transferee (herein, Mortgagee and each such other party is called a "New Seller"), hereby covenants and agrees with Purchaser that in the event Mortgagee or other New Seller shall commence any proceedings to foreclose the Mortgage for any reason whatsoever or shall succeed to the interest of Seller by foreclosure, deed in lieu thereof or otherwise, that: (a) the Contract shall, in accordance with its terms, remain in full force and effect as a direct contract between Mortgagee, or such other New Seller (as the case may be), and Purchaser, with the same force and effect as if originally entered into with Mortgagee, or such other New Seller (as the case may be); and (b) Purchaser's possession of the Property and Purchaser's rights and privileges under the Contract shall not be diminished, interfered with or disturbed by such Mortgagee or such other New Seller by such foreclosure under the Mortgage or by any such attempt to foreclose or to succeed to the interests of Seller by foreclosure, deed in lieu thereof or otherwise. Notwithstanding anything herein to the contrary, Mortgagee or any other New Seller shall be bound by the covenant in this paragraph 3, only so long as (i) Purchaser is not at any time in default under the Contract, and (ii) Purchaser shall pay (on or prior to the transfer to Purchaser of title to the Property) to Mortgagee or New Seller the greater of (i) all amounts thereafter due under the Contract, as and when due, and (ii) all principal, interest and any and all other amounts which become due pursuant to the terms of, or are evidenced or secured by, the note (as defined in the Mortgage) or the other Loan Documents (as defined in the Mortgage).

Purchaser hereby agrees that upon receipt of notice from Mortgagee that Seller is in default under the Loan Documents, Purchaser shall make all payments as the same become due under the Contract, directly to Mortgagee without further direction from any other entity. Mortgagee and Seller agree that Purchaser may rely on Mortgagee's notice of default.

4. Each of the partners in Purchaser hereby consents to the loan to be secured by the Mortgage, and Purchaser hereby joins as a party to the Loan Documents and agrees to abide by, perform, and be bound to each and every covenant, condition, term and obligation therein to the same extent as the Mortgagor, the Trust and the Partnership and for the purposes of the foregoing the terms "Mortgagor", "Trust" and "Partnership" as used in paragraphs 1-34 (inclusive), shall include the Purchaser. Purchaser hereby represents and warrants to Mortgagee the representations and warranties made in paragraph 12D.

5. Mortgagee hereby agrees that it will not without Purchaser's prior written consent enter into any agreement, or modification or amendment of the note or the Loan Documents, for the purpose of making any additional advances or of increasing the indebtedness, evidenced or secured thereunder; provided that the foregoing shall not be construed to limit or restrict any increase in the indebtedness pursuant to the current terms of the note or Loan Documents.

6. The Seller's consent, approval or waiver under or with respect to the Contract or the Property or any matter related thereto shall not be effective unless such consent, approval or waiver is accompanied by the written consent of Mortgagee. Without limiting the generality of the foregoing, without the prior written consent of Mortgagee, the Purchaser will not (a) enter into any agreement amending, modifying or terminating the Contract, (b) cancel or terminate the Contract, or (c) assign the Contract or all or any part of its interest in the Property. Purchaser hereby agrees that at the time any final lump sum or balloon payment shall become due under the Contract, whether at maturity, by acceleration or otherwise, Purchaser shall pay to Mortgagee directly the amount outstanding under the note and other Loan Documents including, without limitation, all interest and any amounts owing under paragraph A of the note, prior to making any payment to Seller.

7. The Purchaser hereby agrees to provide Mortgagee with written notice of any default under the Contract by the Seller and to provide Mortgagee with the same period of

time, after notice, as provided Seller under the Contract, to remedy such default prior to exercising any right or remedy of the Purchaser under the Contract. Mortgagee agrees to provide Purchaser with copies of all notices of default under the Loan Documents and Mortgagee shall provide Purchaser with the same opportunity to cure, if any, provided Seller under the Loan Documents. Nothwithstanding the foregoing, Purchaser agrees that Mortgagee shall have no obligation to remedy any such default.

8. Purchaser agrees from time to time, upon not less than fifteen (15) days' prior written request by Mortgagee, to execute, acknowledge and deliver to Mortgagee an estoppel certificate in a form reasonably required by Mortgagee.

9. In the event that Mortgagee or any other New Seller shall succeed to the interest of Seller under the Contract, Purchaser hereby agrees as follows:

(A) Mortgagee or such other New Seller shall not be: (i) subject to any credits, offsets, defenses, claims or counterclaims which Purchaser might have against Seller, (ii) bound by any payment under the Contract which Purchaser shall have paid more than one month in advance to Seller other than Purchaser's annual payment of $125,000.00, as provided in Section 1(b)(1) of the Contract, (iii) bound by any covenant to undertake or complete any improvement not approved by Mortgagee in writing at or on the Property, or (iv) bound by any amendment or modification to the Contract, or waiver of any provision of the Contract, which has not been consented to in writing by Mortgagee;

(B) Purchaser shall look solely to Mortgagee's interest in the Property for recovery of any judgment or damages from Mortgagee or such other New Seller, and neither Mortgagee or such other New Seller nor any present or future partner of Mortgagee or such other New Seller or of any partnership which is now or hereafter a partner of Mortgagee or such other New Seller (or of any partnership which is now or hereafter a partner of a partner of Mortgagee or such other New Seller) shall have any personal liability, directly or indirectly, under or in connection with the Contract or this Agreement or any amendment or amendments to either thereof made at any time or times, heretofore or hereafter, and Purchaser hereby forever and irrevocably waives and releases any and all such personal liability. In addition, neither Mortgagee or such other New Seller nor any successor or assign of Mortgagee or such other New Seller shall have at any time or times hereafter any personal liability, directly or indirectly, under or in connection with or secured by any agreement, lease, instrument, encumbrance, claim or right affecting or relating to the Property or the Collateral

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(defined for purposes hereof as defined in the Mortgage) or to which the Property or the Collateral is now or hereafter subject. The limitation of liability provided in this paragraph is in addition to, and not in limitation of, any limitation on liability applicable to Mortgagee or such other New Seller provided by law or by any other contract, agreement or instrument.

10. Purchaser, for itself and its successors and assigns, agrees that, without the prior written consent of Mortgagee, Purchaser will not (a) enter into any subordination agreement with any person other than Mortgagee; or (b) agree to attorn to or recognize any purchaser of the Property at any foreclosure sale under any lien other than that of the Mortgage or any transferee who acquires the Property by deed in lieu of foreclosure or otherwise under any lien other than that of the Mortgage (provided, however, that this provision shall not be deemed to constitute Mortgagee's consent to the placing of any lien other than the Mortgage on the Property). Notwithstanding the foregoing, Purchaser may enter into a subordination agreement or an attornment agreement in connection with the entering into of any lien pursuant to the terms of the Mortgage, provided such subordination agreement or attornment agreement is in form and substance acceptable to Mortgagee.

11. Each notice, demand or other communication in connection with this Agreement shall be in writing and shall be deemed to be given to and served upon the addressee thereof on the earlier of (i) actual delivery to such addressee at its address set out above, or (ii) the third business day after the deposit thereof in the United States mails, registered or certified mail, return receipt requested, first-class postage prepaid, addressed to such addressee at its address set out above, and with a copy to, in the case of communications to Mortgagee, Mayer, Brown & Platt, 231 South LaSalle Street, Suite 1955, Chicago, Illinois 60604 (Attn: Diane E. Mitts). By notice complying with this section, any party may from time to time designate a different address in the 48-contiguous continental United States as its address for the purpose of the receipt of notice hereunder.

12. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns (provided, however, that this provision shall not be deemed to constitute Mortgagee's consent to any assignment by Purchaser).

13. That nothing herein contained shall be deemed to cause the Purchaser or any of its partners personally to be liable to pay the note or the other Liabilities (as defined

in the Mortgage), and the Mortgagee shall not seek any personal or deficiency judgment against the Purchaser or any of its partners on the note or with respect to the other Liabilities, and the sole remedy of the Mortgagee shall be against the Collateral and any other property securing the note and the other Loan Documents; provided, however, that the Purchaser and its general partners shall be personally liable to the Mortgagee for: (A) any damages, expenses or costs (including reasonable attorneys' fees and expenses) suffered or incurred by Mortgagee (i) as a result of any intentional or willful misrepresentation, warranty or covenant made by the Purchaser or any of its partners herein or in any other Loan Document or in any other document or instrument heretofore, contemporaneously herewith or hereafter delivered to Mortgagee in connection with the Loan Documents or the loan evidenced and secured thereby or otherwise made in connection with the delivery of the note or in the performance of the Purchaser's obligations hereunder or under the Loan Documents, if the Mortgagee delivers to the Purchaser not later than December 31, 1986 a notice of any such misrepresentation or breach; or (ii) as a result of judicially determined fraud or waste; and (B) the amount of any rents or other income arising with respect to the premises which is collected by Purchaser (and not delivered to Mortgagee) after Mortgagee has given notice that Seller or Purchaser is in default under the Mortgage (to the full extent of such rents or other income retained and collected by Purchaser and not delivered to Mortgagee after the giving of any such notice); (C) the amount of any space tenant security deposits, advance or prepaid rents or other similar sums paid to the Purchaser or any other person at Purchaser's direction in connection with the operation of the collateral to which Mortgagee is entitled; (D) the fair market value, as of the time of the giving of any notice referred to in clause (B) above, of any equipment removed or disposed of by Purchaser in violation of the terms of the Loan Documents; or (E) the amount of any condemnation or insurance proceeds or other similar funds or payments attributable to the Collateral which under the terms of the Loan Documents should have been paid to Mortgagee, and further provided that the foregoing shall not in any way affect any rights the Mortgagee may have (as a secured party or otherwise) under the note or any of the Loan Documents or under any other collateral agreement which may from time to time serve as a security for the note, or any rights the Mortgagee may have to proceed against any entity or person whatsoever, including any of the above, with respect to the enforcement of any guaranties. Notwithstanding anything contained herein, neither Purchaser nor its partners shall be personally liable for any loss incurred by Mortgagee

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pursuant to 13(A)-(E) above, if such loss is directly caused by the action or inaction of Harry Major, whether in his capacity as a partner in Seller or as manager of the Property and Mortgagee agrees that in such event its recourse shall be against the Collateral and any other property securing the note and the other Loan Documents or against the Seller and Harry Major, personally to the extent permitted in the Loan Documents.

This Agreement may be executed in any number of counterparts and by each of the undersigned on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. This Agreement shall be binding upon each of the undersigned upon such undersigned's execution of a counterpart hereof, notwithstanding that any or all of the other undersigned shall not have executed that counterpart or any other counterpart of this Agreement. Each of the undersigned hereby waives any notice of the execution or non-execution of this Agreement, or any counterpart hereof, by any or all of the other undersigned.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this document as of the day and year first above written.

[SEAL]
Attest:

_____
Name: _____
Title: _____

HOME LIFE INSURANCE COMPANY,
a New York corporation

By: _____
Name: _____
Vice President

HOMEWOOD ASSOCIATES, an
Illinois limited partnership

By: Homewood Properties, Inc.,
an Illinois corporation,
general partner

By: Samuel I. Sullivan
president

pursuant to 13(A)-(E) above, if such loss is directly caused by the action or inaction of Harry Major, whether in his capacity as a partner in Seller or as manager of the Property and Mortgagee agrees that in such event its recourse shall be against the Collateral and any other property securing the note and the other Loan Documents or against the Seller and Harry Major, personally to the extent permitted in the Loan Documents.

This Agreement may be executed in any number of counterparts and by each of the undersigned on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. This Agreement shall be binding upon each of the undersigned upon such undersigned's execution of a counterpart hereof, notwithstanding that any or all of the other undersigned shall not have executed that counterpart or any other counterpart of this Agreement. Each of the undersigned hereby waives any notice of the execution or non-execution of this Agreement, or any counterpart hereof, by any or all of the other undersigned.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this document as of the day and year first above written.

[SEAL]
Attest:

Stanley M. Lenkowicz
Name: Stanley Lenkowicz
Title: Assist Secy

HOME LIFE INSURANCE COMPANY,
a New York corporation

By: _____
Name: _____
Vice President

HOMEWOOD ASSOCIATES, an
Illinois limited partnership

By: Homewood Properties, Inc.
an Illinois corporation,
general partner

By: _____
Marvin Siegel, President

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STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

I, RONNIE REIMAN, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT C. JAY HO, personally known to me to be the Vice President of HOME LIFE INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New York, and 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 as such he/she signed and delivered the said instrument pursuant to proper authority given by the Board of Directors of said corporation, as his/her free and voluntary act, and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26th day of ~~May~~ June, 1986.

Notary Public
[Seal]

RONNIE REIMAN
NOTARY PUBLIC, STATE OF NEW YORK
No. 31-4732884
QUALIFIED IN NEW YORK COUNTY

My Commission expires:

SEPTEMBER 30, 1988

This instrument was prepared by
(and after recordation return
this instrument to):

Diane E. Mitts
Mayer, Brown & Platt
231 South LaSalle Street
Suite 1955
Chicago, Illinois 60604
(312) 782-0600

BOX 333-HV

86270885

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

[illegible]

[illegible]

GIVEN under my hand and notarial seal this [illegible] day of [illegible]
May, 1996.

Notary Public
(Seal)

My Commission expires:

[illegible]

This instrument was prepared by
(and after recordation return
this instrument to):

Diane E. Miles
Mayer, Brown & Platt
231 South LaSalle Street
Suite 3000
Chicago, Illinois 60604
(312) 782-0600

BOX 333-BV

96300322

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, CHARLES B FRIEDMAN, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT SAM SALLERSON personally known to me to be the president of Homewood Properties, Inc., an Illinois corporation, the sole general partner of HOMEWOOD ASSOCIATES, an Illinois limited partnership, and 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 as such he signed and delivered the said instrument pursuant to proper authority as his free and voluntary act, and as the free and voluntary act and deed of the corporation on behalf of said partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of June, 1986.

Notary Public
[Seal]

My Commission expires:

12-12-88

EXHIBIT A

Legal Description

OUTLOT 'A' IN CHERRY CREEK, BEING A SUBDIVISION OF THE PART OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 1, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF GOVERNOR'S HIGHWAY AND SOUTHERLY OF 183RD STREET AS DEDICATED (EXCEPT THEREFROM THE WESTERLY 155 FEET) IN COOK COUNTY, ILLINOIS.

Permanent Index No.: 31-01-225-001

Address: 183rd Street and Governors Highway, Homewood, Cook County, Illinois 60430