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SUBORDINATION, NON-DISTURBANCE AND ATTORNEYS' AGREEMENT

THIS AGREEMENT is made and entered into as of the 20th day of June, 1994, by and between Portillo's Hot Dogs, Inc., a Delaware Corp., ("Tenant"), and NBD BANK, an Illinois banking corporation ("Mortgagee").

RECITALS:

A. Mortgagee is the holder of a certain Mortgage dated June 20, 1994, to be recorded concurrently herewith (the "Mortgage") encumbering the Real Estate (hereinafter defined).

B. Tenant has entered into a lease agreement (such lease agreement hereinafter being referred to as the "Lease Agreement," and the Lease Agreement, together with all amendments and modifications thereof, hereinafter being referred to as the "Lease") dated December 15, 1988 with Richard J. Portillo and Sharon Portillo (the "Landlord"), pursuant to which Tenant leased certain premises (the "Leased Premises") consisting of approximately ~~rentable square feet of space designated as~~ the building (the "Building") on the parcel of land (the "Land") legally described in Exhibit A attached hereto and commonly known as 1500 Busse Hwy., Elk Grove Village, IL (the Land and Building herein being collectively referred to as the "Real Estate"). The Lease is for a term of five (5) years commencing on December 15, 1988 and expiring on Dec. 14, 1993, provided that Tenant has the right to extend said lease term for additional period(s) of years each.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby covenant and agree as follows:

1. Tenant represents and warrants to Mortgagee that the Lease is the only document or agreement governing the tenancy of Tenant with respect to the Leased Premises.

This instrument was prepared by and, after recording, return to:

Schwartz Cooper Greenberger & Krauss
180 North LaSalle Street
Suite 2700
Chicago, Illinois 60601
Attn: MARTIN BEHN

Permanent Real Estate
Index Nos.

08-34-203-016

08-34-203-022

08-34-203-023

Common Address:

1500 Busse Highway
Elk Grove Village, Illinois

BOX 333-CTI

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2. Tenant hereby agrees not to amend or modify the Lease without the prior written consent of Mortgagee.

3. Tenant has executed and delivered to Mortgagee a

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