

P.I.# 08-16-00-101

EASEMENT FOR CREATION AND MAINTENANCE OF A DETENTION/RETENTION POND CREATED BY THAT CERTAIN AGREEMENT DATED DECEMBER 1, 1979 AND RECORDED WITH THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, ON JANUARY 4, 1980 AS DOCUMENT NO. 25306989 AND FILED WITH THE REGISTRAR OF TITLES ON JANUARY 4, 1980 AS DOCUMENT NO. LR 3139276 AND AMENDED BY DOCUMENT NO. 26527048 AND FILED AS DOCUMENT NO. LR 3296792 PERTAINING TO LOTS 1, 2 AND 3 AND DESCRIBED AS EASEMENT PARCELS A, B AND C, IN ARLINGTON PLACE SUBDIVISION, BEING A SUBDIVISION IN SECTION 16, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

PARCEL D: LOT 2 IN CARL M. TEUSCH SUBDIVISION OF PART OF THE EAST HALF OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL C: LOT 3 IN ARLINGTON PLACE SUBDIVISION, BEING A SUBDIVISION IN SECTION 16, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL B: LOT 2 IN ARLINGTON PLACE SUBDIVISION, BEING A SUBDIVISION IN SECTION 16, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL A: LOT 1 IN ARLINGTON PLACE SUBDIVISION, BEING A SUBDIVISION IN SECTION 16, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

RECIPROCAL EASEMENTS FOR INGRESS AND EGRESS AS CREATED BY THAT CERTAIN AGREEMENT DATED AUGUST 2, 1979 AND RECORDED WITH THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON OCTOBER 1, 1979 AS DOCUMENT NO. 25171074 AND FILED WITH THE REGISTRAR OF TITLES ON OCTOBER 1, 1979 AS DOCUMENT NO. LR3121973, AND AMENDED BY FIRST AMENDMENT TO RECIPROCAL EASEMENT DATED JANUARY 27, 1981 AND RECORDED WITH THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, ON JUNE 4, 1981, AS DOCUMENT NO. 26893428 AND FILED WITH THE REGISTRAR OF TITLES ON JUNE 4, 1981 AS DOCUMENT NO. LR3218008, PERTAINING TO THE FOLLOWING PARCELS OF LAND:

PARCEL 2:

LOT 1 IN ARLINGTON HEIGHTS PLACE SUBDIVISION, BEING A SUBDIVISION IN SECTION 16, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED AS DOCUMENT NO. 25261219 AND FILED AS DOCUMENT NO. LR3133810 IN COOK COUNTY, ILLINOIS.

PARCEL 1:

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WHEREAS, Trustee, on behalf of the purchasers of the Bonds, requires as conditions precedent to the purchase of the Bonds, that (1) the indebtedness evidenced by the Bonds and the Lien and

WHEREAS, as additional security for the Bonds, I-90 company has executed concurrent with the date hereof that certain collateral Assignment of Management Agreement of even date herewith (the "Assignment"); and

WHEREAS, the Bonds, the Note, the Mortgage, the Indenture and the other documents which evidence and secure the obligations thereunder as hereinafter collectively referred to as the "Loan documents"; and

WHEREAS, the Mortgage was given as security for the repayment of the Note which evidences a certain loan by Trustee; and

WHEREAS, the Land Trust and I-90 company have executed a certain Mortgage and Security Agreement of even date herewith (the "Mortgage") in favor of the Trustee which encumbers the Property; and

WHEREAS, in order to provide the Trustee, as trustee under the Indenture, with funds to pay the principal of, premium, if any, and interest on the Bonds as they become due, the Land Trust has executed and delivered to the Trustee that certain Mortgage Note of even date herewith (the "Note") in the principal amount of \$11,600,000; and

WHEREAS, simultaneously herewith, I-90 company shall be issuing those certain \$11,600,000 I-90 company First Mortgage Revenue Bonds Raddison Hotel Series 1989 (the "Bonds") pursuant to a Private Placement Memorandum of even date herewith, which Bonds are secured by the Indenture and the Mortgage (the Bonds, hereinafter) and certain other documents which evidence and secure the obligations thereunder are hereinafter collectively referred to as the "Loan Documents"); and

WHEREAS, I-90 company is the sole beneficiary under a Trust Agreement dated November 8, 1978 with American National Bank and Trust Company of Chicago, not personally, but solely as trustee, and known as Trust No. 45170 (the "Land Trust") which Land Trust is the record owner of the Property; and

WHEREAS, Manager and I-90 company, an Illinois limited partnership ("I-90 company"), have heretofore entered into that certain Management Agreement dated as of March 19, 1980, as amended by that certain First Amendment to Management Agreement dated April 21, 1986 and by that certain Second Amendment to Management Agreement dated July 13, 1989 (collectively the "Management Agreement"), which provides for the management by the Manager of the hotel facility located on the property described on Exhibit A attached hereto and made a part hereof (the "Property"); and

W I T N E S S E T H :

THIS SUBORDINATION AND CONSENT TO MANAGEMENT AGREEMENT IS made as of the 15th day of September, 1989 by The Musikanow Corporation, an Illinois corporation (the "Manager"), to The Exchange National Bank of Chicago, as Trustee, under that certain Indenture of Trust (the "Indenture") from I-90 Company (as hereafter defined) and Land Trust (as hereafter defined) dated as of September 15, 1989 ("Trustee").

SUBORDINATION AND CONSENT TO MANAGEMENT AGREEMENT

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OR CITY AND OTHER PROPERTY  
Lot 1  
DESCRIPTION AFFECTS WITH  
9-19-89  
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4. Manager agrees that in the event Trustee delivers written notice to the Manager that Trustee is exercising its rights under the Assignment, Manager will continue, at Trustee's direction, to perform services for Trustee pursuant to and in accordance with the terms of the Management Agreement, provided that Trustee pays to the Manager the fees for those services to be rendered to Trustee in accordance with the terms of the Management Agreement, irrespective of any contrary instructions, directions or requests from I-90 company. Notwithstanding the foregoing, it is expressly understood that Trustee shall not be obligated to pay any of the obligations of I-90 company prior to Trustee exercising its rights under the Assignment and neither Trustee exercising its rights under the Assignment to exercise its rights under the Assignment, but that the option to exercise such rights rests in the sole and absolute discretion of Trustee. In the event Trustee exercises its rights under the Assignment, the Manager understands and agrees that Trustee shall have no personal obligations or liabilities under the Management Agreement or the Assignment for any obligations or liabilities incurred prior to the exercise of such rights; provided, however, Trustee agrees to pay such obligations and liabilities to the extent sufficient funds are available from the operation of the other deposits required to be made under the Loan Documents evidencing the Senior Liabilities and to pay the following priorities: (a) payroll, (b) taxes, (c) insurance and

withheld or delayed.

3. Manager hereby consents to the Assignment and to each and all of the terms and conditions hereof, notwithstanding any terms to the contrary in the Management Agreement, its amendments, or assign the Management Agreement without the prior written approval of Trustee, which consent will not be unreasonably

2. The payment of all Junior Liabilities shall be subordinated to the payment in full of all Senior Liabilities. No payment in respect to any Junior Liabilities shall be made at any time on or after the Manager has been notified by the Trustee of any default in the 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 the Trustee and immediately turned over by the Manager to the Trustee.

1. The Junior Liabilities and the Junior Liens are hereby subordinated to each and every one of the Loan Documents and all indebtedness, liabilities and obligations of every kind whatsoever (whether now existing or hereafter arising and regardless of the aggregate amount thereof) owing by the Trust or I-90 company to the Trustee with respect to the property under the Loan Documents ("Liabilities").

NOW, THEREFORE, for and in consideration of the foregoing, it is hereby agreed as follows:

WHEREAS, one of the general partners of I-90 company is Allen S. Muskantow, who is also the president and sole shareholder of Manager.

security interests of Trustee pursuant to the Loan Documents be paramount and prior to any and all obligations, expenses and indebtedness owing to the Manager from I-90 company which arise from the Management Agreement (collectively, the "Junior Liabilities") and be paramount and prior to any and all existing Liens or future rights to Liens of the Manager or anybody claiming by, through or under the Manager which arise from the Junior Liabilities (collectively, the "Junior Liens") and (ii) the Manager consent to the Assignment on the terms hereinafter provided; and

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9. This Agreement shall be binding upon the Manager, and upon its successors and assigns.

Any notice or demand given by United States mail shall be deemed given on the second business day after the same is deposited in the United States mail as certified mail, addressed as above provided, with postage thereon fully prepaid. Either party may designate a different address for notice purposes by giving notice thereof in accordance with this paragraph, provided, however, that such notice shall not be deemed given until actually received by the addressee.

The Exchange National Bank of Chicago  
120 South LaSalle Street  
Chicago, Illinois 60603  
Attention: Corporate Trust Department

To the Trustee:

The Muskantow Corporation  
c/o Allen S. Muskantow  
919 North Michigan Avenue, Suite 1919  
Chicago, Illinois 60611

To the Manager:

8. Any notices which may be given hereunder shall be deemed given if in writing and shall be personally delivered, delivered by express mail, such as Federal Express, or mailed by United States certified mail, return receipt requested, properly addressed as follows:

7. Until the bonds have been repaid in full and any claim against I-90 Company or Trustee made by any person with respect to the property is extinguished, Manager shall, from time to time, at no cost to Trustee, furnish to Trustee upon written request any material or information the Manager may have regarding the management and operation of the Property.

6. In addition to the foregoing, Manager agrees that it will not terminate the Management Agreement or cease to perform its services thereunder for any reason, including but not limited to I-90 Company's failure to make any payments to the Manager without giving written notice to Trustee of such intention to terminate or cease performing its services at least sixty (60) days prior thereto.

5. As of the date hereof, Manager represents that it has no counterclaim, right of set-off, defense or like right against I-90 Company or Trustee and the Manager has been paid all amounts due for its services as of this date. The Manager agrees that it shall exercise its rights, or any of its rights, under the Assignment, the Manager will perform the obligations specified to be performed by it under the Management Agreement for Trustee notwithstanding any counterclaim, right of set-off, defense or like right against I-90 Company or Trustee, or breach of, the Management Agreement.

(d) payables arising out of the operation of the property which are due and owing in excess of forty-five (45) days, and (ii) Trustee succeeds to and assumes all of I-90 Company's obligations pursuant to the Management Agreement which accrue after the date of such exercise. Manager further agrees that, at the option of Trustee, in the event of transfer of title to the property to Trustee by foreclosure or deed in lieu of foreclosure, the Management Agreement may be terminated by Trustee immediately, upon ten (10) days prior written notice to Manager.

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Property Address: 75 West Algonquin Road  
Arlington Heights, Illinois  
PIN: 08-16-200-101

Charles H. Braun, Esq.  
Horwood, Marcus & Braun Chartered  
333 West Wacker Drive, Suite 2800  
Chicago, IL 60606  
312-606-3200

This instrument was prepared by and after recording return to:

By: [Signature]  
Its: President

By: The Muskantow Equity Corporation, an Illinois corporation,  
a general partner

By: [Signature]  
Allen S. Muskantow,  
a general partner

I-90 COMPANY, an Illinois limited partnership  
The undersigned hereby accepts the foregoing Subordination and consent to Assignment and agrees to be bound by the terms thereof.

The Exchange National Bank of Chicago  
By: [Signature]  
Its: Asst. Vice Pres.

Attest: [Signature]  
Its: Trust Officer

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

By: [Signature]  
Its: President

THE MUSKANTOW CORPORATION, an Illinois corporation  
Manager:

Its: Assistant Secretary

IN WITNESS WHEREOF, this Subordination and consent to Assignment has been executed and delivered as of the day and year first above written.

11. This Agreement shall be construed in accordance with and governed by the laws of 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.

10. The Manager agrees to execute such further documents or instruments and take such further actions as the Trustee may reasonably request from time to time to carry out the intent of this Agreement.

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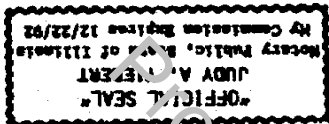
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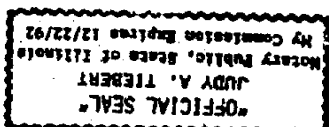


Judy A. Tibbert  
Notary Public

Given under my hand and notarial seal this 15<sup>th</sup> day of September, 1989.

I, Judy A. Tibbert, a Notary Public in and for the County, in the State aforesaid, do hereby certify that ALLEN S. MUSIKANTOW, who is personally known to me and to be the same person whose name is subscribed to the foregoing instrument as a general partner of I-90 COMPANY, an Illinois limited partnership (the "Partnership"), appeared before me in person and acknowledged that he signed, sealed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of the Partnership, for the uses and purposes therein set forth.

STATE OF ILLINOIS  
COUNTY OF COOK  
SS: )  
)



Judy A. Tibbert  
Notary Public

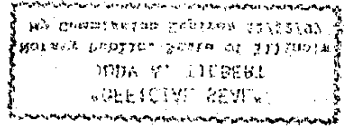
Given under my hand and notarial seal this 15<sup>th</sup> day of September, 1989.

I, Judy A. Tibbert, a Notary Public in and for the County, in the State aforesaid, do hereby certify that ALLEN S. MUSIKANTOW, who is personally known to me and to be the same person whose name is subscribed to the foregoing instrument as the President of THE MUSIKANTOW EQUITY CORPORATION, an Illinois corporation, a general partner of I-90 COMPANY, an Illinois limited partnership (the "Partnership"), appeared before me in person and acknowledged that he signed, sealed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said corporation as a general partner of the Partnership, for the uses and purposes therein set forth.

STATE OF ILLINOIS  
COUNTY OF COOK  
SS: )  
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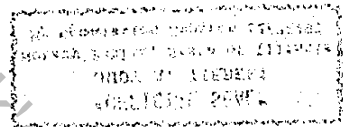
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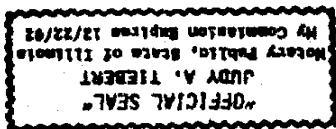
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*Judy A. Tiebert*  
Notary Public

Given under my hand and Notarial Seal this 15th day of September, 1985.

I, *Judy A. Tiebert*, a Notary Public in and for said County, in the State aforesaid, that Allen S. Musikanow and Peter B. Loughman, the President and Assistant Secretary, respectively, of THE MUSIKANTOW CORPORATION, an Illinois corporation (the "Corporation"), who are personally known to me and to be the same persons whose names are subscribed to the foregoing instrument, as such President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the seal of said Corporation, did affix the seal of said Corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation, as Trustee, for the uses and purposes therein set forth.

STATE OF ILLINOIS )  
COUNTY OF COOK )  
SS )

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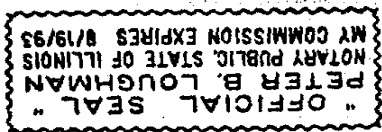
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CLERK OF COURT  
COUNTY OF COOK

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Peter B. Loughman  
Notary Public

I, Peter B. Loughman a Notary Public in and for said county, in the state aforesaid, do hereby certify that Robert L. Borch and IDA COGLIANESE, the Asst. Vice President and Asst. Vice President of The Exchange National Bank of Chicago, respectively, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Asst. Vice President and Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and said Trust Officer did then and there acknowledge that said Trust Officer, as custodian for the corporate seal of said Bank, did affix the seal of said Bank to said instrument as said Trust Officer own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 10th day of September, 1989.

STATE OF ILLINOIS )  
COUNTY OF COOK )  
SS )

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CAROL MOSELEY BRAUN  
REGISTRAR OF TITLES

IDENTIFIED  
No.  
Registrar of Terrors Titles  
CAROL MOSELEY BRAUN  
F.A.T.I.C.

First American Title Insurance  
Company of the Mid-West  
100 North LaSalle Street Suite 400  
Chicago, Illinois 60602 750-6780

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MA COMMISSION EXPIRES 8/18/88  
MAYOR ROBERT STATE OF ILLINOIS  
PETER B. COUGHMAN  
OFFICIAL SEAL

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the State of Illinois at Springfield, Illinois, this 19th day of September, 1988.