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Doc#: 0616432048 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/13/2006 10:11 AM Pg: 1 of 10

RECORDING REQUESTED BY AND WHEN
RECORDED RETURN TO:

DLA Piper Rudnick Gray Cary US LLP
Attention: Lesli Falk
203 North LaSalle Street
Chicago, Illinois 60601

PROPERTY TITLE OF ILLINOIS
2 N. LaSalle Street
Suite 828
Chicago, IL 60602
312-849-4243

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AMENDED AND RESTATED MEMORANDUM OF LEASE

THIS AMENDED AND RESTATED MEMORANDUM OF LEASE AMENDS AND
RESTATES IN ITS ENTIRETY THE ORIGINAL MEMORANDUM OF LEASE DESCRIBED
BELOW.

THIS AMENDED AND RESTATED MEMORANDUM OF LEASE is made as of
the 8 day of June, 2006 by and between Chicago Title Land Trust Company, as Successor
Trustee to LaSalle Bank National Association, as Successor Trustee to LaSalle National Bank,
Successor Trustee to LaSalle National Trust, N.A., as Trustee under Trust Agreement dated
January 15, 1979 and known as Trust No. 100497 ("Landlord") and Kerasotes Showplace
Theatres, LLC ("Tenant").

RECITALS:

A. LaSalle National Bank, Successor Trustee to LaSalle National Trust, N.A., as
Trustee under Trust Agreement dated January 15, 1979 and known as Trust No. 100497 (the
"Original Landlord"), and General Cinema Corp. of North Western (the "Original Tenant")
entered into that certain Lease Agreement dated July 28, 1998, as amended by (a) certain
Amendment to Lease Agreement dated as of October 22, 1998 (as amended, the "Lease")
whereby Original Landlord leased to Original Tenant certain premises located at the
southwesterly corner of the intersections of West Schubert Avenue and North Western Avenue
known as 2600 North Western Avenue, Chicago, Illinois, which is legally described on **Exhibit
A** attached hereto (the "Demised Premises") and more particularly described in Exhibit A to the
Lease.

B. To memorialize the Lease, Original Landlord and Original Tenant entered into
and recorded that certain Memorandum of Lease dated July 28, 1998 and recorded August 3,
1998 as Document No. 98679829, and an original duplicate thereof recorded August 3, 1998 as

3 of 4
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Document No. 98679830 in the Cook County Recorder's Office (the "**Original Memorandum of Lease**").

C. Landlord has heretofore succeeded to all of the right, obligation and interest of Original Landlord as the landlord under the Lease and under the Original Memorandum of Lease.

D. American Multi-Cinema, Inc. ("**Assignor**") has heretofore succeeded to all of the right, obligation and interest of Original Tenant as the tenant under the Lease and under the Original Memorandum of Lease.

E. Assignor and Tenant have entered into that certain Leasehold Premises Assignment and Assumption Agreement of even date herewith by which Assignor assigned, and Tenant assumed, all of Assignor's right, obligation and interest as the tenant under the Lease, subject to certain retained Assignor liabilities.

F. Landlord and Tenant desire to modify the Original Memorandum of Lease by amending and restating the Original Memorandum of Lease as provided herein.

NOW, THEREFORE, LANDLORD AND TENANT HEREBY AGREE THAT THE ORIGINAL MEMORANDUM OF LEASE IS HEREBY AMENDED AND RESTATED IN ITS ENTIRETY BY THIS AMENDED AND RESTATED MEMORANDUM OF LEASE AS FOLLOWS:

1. The addresses of Landlord and Tenant are as follows:

if to Landlord: c/o Horizons Management Associates, LLC
990 Washington Street, Suite 110
Dedham, Massachusetts 02026

with a copy to: Sherin and Lodgen LLP
101 Federal Street
Boston, Massachusetts 02110
Attn: Gary Buchman, Esq.

if to Tenant: Kerasotes Showplace Theatres, LLC
224 North Des Plaines, Suite 200
Chicago, Illinois 60661-1135
Attn: Jim DeBruzzi

with a copy to: DLA Piper Rudnick Gray Cary US LLP
203 North LaSalle Street, Suite 1900
Chicago, Illinois 60601
Attn: Lesli L. Falk

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2. The Initial Term of the Lease commenced July 28, 1998 and the Full Rent Commencement Date commenced on November 1, 1998 and, subject to the exercise of any extension options, the Initial Term of the Lease shall expire on February 28, 2019.

3. The Tenant has the option to extend the term of the Lease for four (4) Extension Terms of five (5) years each.

4. The Lease contains restrictions and other agreements that relate not only to the Demised Premises but also to property located within 2 miles of the Demised Premises.

5. This Agreement may be executed in counterpart, and all counterparts shall hereafter be read together as constituting one instrument.

6. The Lease is fully incorporated herein by this reference.

7. The Lease and this Amended and Restated Memorandum of Lease are executed by Chicago Title Land Trust Company, as Successor Trustee to LaSalle Bank National Association, as Successor Trustee to LaSalle National Bank, Successor Trustee to LaSalle National Trust, N.A., not personally but as Trustee as aforesaid, in the exercise of power and authority conferred upon and vested in it as such Trustee, and under the express direction of the beneficiaries of a certain Trust Agreement dated January 15, 1979 and known as Trust Number 100497 at Chicago Title Land Trust Company. It is expressly understood and agreed that nothing herein or in the Lease contained shall be construed as creating any liability whatsoever against said Trustee personally, and in particular without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or thereunder or to perform any covenant, either express or implied, herein or therein contained, or to keep, preserve or sequester any property of said Trust, and that all personal liability of said Trustee of every sort, if any, is hereby expressly waived by Tenant, and by any person now or hereafter claiming any right or security hereunder or thereunder; and that so far as said Trustee is concerned the owner of any indebtedness or liability accruing hereunder or thereunder shall look solely to the Demised Premises for the payment thereof and the rents, issues and profits therefrom. It is further understood and agreed that said Trustee has no agents or employees and merely holds naked legal title to the property herein described; that said Trustee has no control over, and under the Lease, assumes no responsibility for (1) the management or control of such property, (2) the upkeep, inspection, maintenance or repair of such property, (3) the collection of rents or the rental of such property, or (4) the conduct of any business which is carried on upon the Demised Premise.

It is further agreed by the parties hereto that whenever and wherever the provisions of the Lease contain any reference to the right of Tenant to be indemnified, saved harmless, or reimbursed by Landlord for any costs, claims, loss, fines, penalties, damages or expenses of any nature, including without limitation attorney's fees, arising in any way out of the execution of this instrument or the relationship of Tenant/Landlord under this instrument, then such obligation, if any, on the part of Landlord shall be construed to be only a right or reimbursement in favor of Tenant out of the trust estate and the rents, issues and profits therefrom held under Trust No. 100497 from time to time, so far as the same may reach; and in no case shall any claim of liability or right of reimbursement be asserted against the Chicago Title Land Trust Company

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individually, all such personal liability, if any, being hereby expressly waived; and this agreement shall extend to and inure for the benefit of the parties hereto, their respective successors and assigns, and all parties claiming by, through or under them. In event of conflict between the terms of this Section 7 and of the Lease, or any question of apparent or claimed liability or obligation resting upon the said Trustee, the exculpatory provisions of this Section 7 shall be controlling.

8. This Amended and Restated Memorandum of Lease supersedes and replaces in its entirety the Original Memorandum of Lease, which shall be of no further force or effect.

[Signature page follows]

Property of Cook County Clerk's Office

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[Signature page to Amended and Restated Memorandum of Lease,
2600 North Western Avenue, Chicago, Illinois]

IN WITNESS WHEREOF, the undersigned, on behalf and with authority for their respective entities, have hereunto set their hands and delivered these presents as of the date first above written.

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and are not personally assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

LANDLORD:

**CHICAGO TITLE LAND TRUST COMPANY,
AS SUCCESSOR TRUSTEE UNDER TRUST
AGREEMENT DATED JANUARY 15, 1979
AND KNOWN AS TRUST NO. 100497**

and not personally

By: *Louise Marantz*
Name: Louise Marantz
Title: ASST. VICE PRESIDENT

TENANT:

**KERASOTES SHOWPLACE THEATRES,
LLC, a Delaware limited liability company**

By: _____
Name: _____
Title: _____

[Acknowledgement pages follow]

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[Signature page to Amended and Restated Memorandum of Lease,
2600 North Western Avenue, Chicago, Illinois]

IN WITNESS WHEREOF, the undersigned, on behalf and with authority for their respective entities, have hereunto set their hands and delivered these presents as of the date first above written.


LANDLORD:

**CHICAGO TITLE LAND TRUST COMPANY,
AS SUCCESSOR TRUSTEE UNDER TRUST
AGREEMENT DATED JANUARY 15, 1979
AND KNOWN AS TRUST NO. 100497**

By: _____
Name: _____
Title: _____

TENANT:

**KERASOTES SHOWPLACE THEATRES,
LLC, Delaware limited liability company**

By: 
Name: Anthony Karasides
Title: Chairman and Chief Executive Officer

[Acknowledgement pages follow]

Property of Cook County Clerk's Office

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[Acknowledgement page to Amended and Restated Memorandum of Lease,
2600 North Western Avenue, Chicago, Illinois]

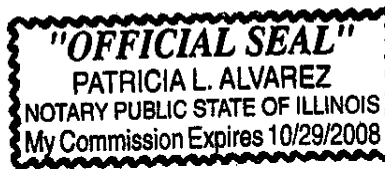
STATE OF Illinois)
)
) ss.
)
COUNTY OF Cook)

*** ASST. VICE PRESIDENT of CHICAGO TITLE LAND TRUST COMPANY**

On June 8, 2006 before me, Patricia L. Alvarez, Notary Public,
personally appeared ~~Quinn Martinez~~ *, personally known to me to be the person(s) whose
name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~
executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s)
on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed
the instrument.

WITNESS my hand and official seal.

Patricia L. Alvarez
Notary Public



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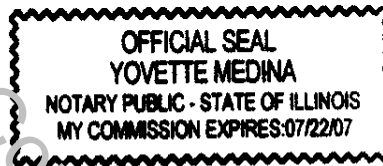
[Acknowledgement page to Amended and Restated Memorandum of Lease,
2600 North Western Avenue, Chicago, Illinois]

STATE OF Illinois)
) ss.
COUNTY OF Cook)

On June 8th, 2006 before me, the undersigned, Notary Public,
personally appeared Anthony Korosokis, personally known to me to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)
on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed
the instrument.

WITNESS my hand and official seal.

Yvette Medina
Notary Public



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EXHIBIT A

LEGAL DESCRIPTION

Parcel 1: Lots 1 to 8, both inclusive, in Block 26 in Albert Crosby and Others' Subdivision of the East 1/2 of the Southeast 1/4 of Section 25, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lots 1, 2, 3 and 4 in Delamater's Resubdivision of Lots 24, 25 and 26 in Block 26 in Albert Crosby and Others' Subdivision of the East 1/2 of the Southeast 1/4 of Section 25, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3: Vacated alleys in Block 26 in Albert Crosby and Others' Subdivision and vacated part of Artesian Avenue, as follows:

All of the North and South 14 foot alley lying West of and adjoining the West line of Lots 1 to 6, both inclusive, in Block 26 in Albert Crosby and Others' Subdivision of the East 1/2 of the Southeast 1/4 of Section 25, Township 40 North, Range 13 East of the Third Principal Meridian; lying East of and adjoining the East line of Lot 1 in F. C. Delamater's Resubdivision of Lots 24, 25 and 26 in Block 26 in Albert Crosby and Others' Subdivision, aforementioned; and Northeastly of and adjoining the Southwesterly line of said Lot 6 in Block 26 in Albert Crosby and Others' Subdivision, aforementioned, produced Northwestly to the Southeast corner of said Lot 1 in F. C. Delamater's Resubdivision, aforementioned;

All of the Northwestly and Southeastly public alley lying Southwestly of and adjoining the Southwestly line of Lots 6, 7 and 8 in Block 26 in Albert Crosby and Others' Subdivision, aforementioned; lying Southwestly of and adjoining the Southwestly line of Lots 1 to 4, both inclusive, in F. C. Delamater's Resubdivision, aforementioned; and lying Southwestly of and adjoining the Southwestly line of said Lot 6 in Block 26 in Albert Crosby and Others' Subdivision, aforementioned, produced Northwestly to the Southeast corner of said Lot 1 in F. C. Delamater's Resubdivision, aforementioned; and lying Northeastly of and adjoining the Northeastly right-of-way line of the Chicago and Northwestern Railway and lying Northwestly of and adjoining the East line of Lot 8 in Block 26 in Albert Crosby and Others' Subdivision, aforementioned, produced South to the Northeastly right-of-way line of the Chicago and Northwestern Railway; also

That part of North Artesian Avenue lying West of and adjoining the West line of Lots 21 to 24, both inclusive, in Block 31 and the West line of said Lot 21 produced South to the Northeastly right-of-way line of the Chicago and Northwestern Railway; lying East and adjoining the East line of said Lot 8 produced South to the Northeastly right-of-way line of the Chicago and Northwestern Railway in Block 26 in Albert Crosby and Others' Subdivision, aforementioned; and lying South of the North 16 feet of said Lot 24 in Block 31 produced West to the East line of said Lot 8 in Block 26 in Albert Crosby and Others' Subdivision, aforementioned, all in Cook County, Illinois.

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Parcel 4: Lots 1 to 18, both inclusive, Lot 20 (the North 16 feet thereof being vacated alley), Lots 21, 22, 23, 24 (except the North 16 feet in said Lot 24); Lots 25 to 32, both inclusive, also the vacated North and South alley lying West of and adjoining said Lots 10 to 17 on the East and lying East of and adjoining said Lots 20 to 23 on the West; also the vacated alley Southwesterly of and adjoining said Lots 17, 18, 20 and 21 and East of the West line of Lot 21 extended South and Southerly of said vacated North and South alley (excepting therefrom that part of Lots 1 to 18, both inclusive, and that part of the vacated alley lying Southwesterly of Lot 18, aforesaid, lying East of a line 50 feet West of and parallel with the East line of Section 25); all in Block 31 in Albert Crosby and Others' Subdivision of the East 1/2 of the Southeast 1/4 of Section 25, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 5: That part of the North Artesian Avenue lying East of the East line of Lots 1 to 8, inclusive, in Block 26 lying West of the West line of Lots 24 to 32, inclusive, in Block 31; lying North of the North line of vacated Artesian Avenue according to document number 13128328; and lying South of the South line of West Schubert Avenue, all in Albert Crosby and Others' Subdivision of the East 1/2 of the Southeast 1/4 of Section 25, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 6: All that part of the 16 foot East-West alley (originally dedicated according to document number 12158914); the North 16 feet of Lot 24 in Block 31 in Albert Crosby and Others' Subdivision, aforementioned, in Cook County, Illinois.

Parcel 7: All that part of the 14 foot North-South alley lying within Block 31, being West of the West line of Lots 1 to 9, inclusive, North of the North line of vacation document number 12158915, East of the East line of Lots 24-32, inclusive, and South of the South line of West Schubert Avenue, in Albert Crosby and Others' Subdivision, aforementioned, in Cook County, Illinois.

Excepting from the above noted Parcels 1, 2, 3, 4, 5 and 7 that part of the land taken and used for Schubert Avenue and Western Avenue as shown in Plat of Dedication recorded November 1, 1999 as document 09025155.

Address: 2600 North Western Avenue, Chicago, Illinois.

PINS:

13-25-414-001 through 13-25-414-004
 13-25-414-009 through 13-25-414-012
 13-25-415-001 through 13-25-415-011
 13-25-415-013 through 13-25-415-024