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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

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THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (hereinafter called the "Agreement"), made and entered into as of the 8th day of June, 1988, by and between LANDINGS THEATERS, INC., an Illinois corporation (hereinafter called "Tenant"), and THE TRAVELERS INSURANCE COMPANY, a Connecticut corporation (hereinafter called "Mortgagee").

15.00

W I T N E S S E T H:

WHEREAS, Tenant entered into a certain lease (hereinafter called the "Lease") dated April 23, 1987 with American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust Agreement dated December 1, 1985 and known as Trust No. 6600 (hereinafter called "Landlord"), for approximately 40,000 square feet of rentable area in a certain building to be constructed on a portion of the real estate commonly known as Phase III of the Landings Shopping Center, Lansing, Cook County, Illinois, legally described on Exhibit A attached hereto and made a part hereof (hereinafter called the "Real Estate"), for a term of years (the portion of the Real Estate being leased is hereinafter called the "Demised Premises"); and

WHEREAS, Mortgagee has agreed to make a loan in the original principal amount of Eleven Million Five Hundred Thousand Dollars (\$11,500,000.00) (hereinafter called the "Loan") to, among others, Landlord, which Loan is secured by (i) that certain Mortgage dated June 8, 1988, made by Landlord to Mortgagee encumbering the Real Estate, recorded in the Office of the Recorder of Deeds of Cook County, Illinois on June 24, 1988 as Document No. 88,279,653, and (ii) other Loan Documents (as defined in the Mortgage), and evidenced by that certain Promissory Note dated June 8, 1988, made by, among others, Landlord to Mortgagee in the original principal amount of Eleven Million Five Hundred Thousand Dollars (\$11,500,000.00) (hereinafter called the "Note") (Mortgagee is hereby authorized to fill in the preceding blanks with appropriate identifying information after execution of this Agreement); and

WHEREAS, Mortgagee as a condition to making and disbursing the Loan has required the execution of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and to induce Mortgagee to make said mortgage loan upon said Real Estate and in consideration of Ten Dollars (\$10.00) by each of the parties hereto paid to the other, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby covenant and agree as follows:

1. Tenant hereby covenants and agrees that the Lease, and any renewal, extension, modification or amendment thereof, and all of Tenant's right, title and interest under the Lease, are and shall be subject and subordinate in all respects to the Mortgage insofar as it affects the Real Estate of which the Demised Premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured thereby and interest thereon, with the same force and effect as if the Mortgage, or any renewal, modification, amendment, replacement or extension thereof, had been executed, delivered and recorded prior to the execution, delivery and recordation of the Lease.

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2. In the event it should become necessary to foreclose the Mortgage, Mortgagee will not join Tenant under the Lease in summary or foreclosure proceedings so long as Tenant is not in default under any of the terms, covenants or conditions of the Lease.

3. In the event that Mortgagee shall, in accordance with the foregoing, succeed to the interest of Landlord under the Lease, Mortgagee agrees to be bound to Tenant under all of the terms, covenants and conditions of the Lease, and Tenant agrees, from and after such event, to attorn to Mortgagee and/or the purchaser at any foreclosure sale of the Real Estate, all rights and obligations under the Lease to continue as though the interest of Landlord had not terminated or such foreclosure proceedings had not been brought, and Tenant shall have the same remedies against Mortgagee for the breach of an agreement contained in the Lease that Tenant might have had under the Lease against Landlord if Mortgagee had not succeeded to the interest of Landlord; provided, however, that Mortgagee shall not be:

- (a) liable for any act or omission of any prior landlord (including Landlord); or
- (b) subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord) so long as the event or condition giving rise to such offset or defense shall not be continuing upon acquisition of the Real Estate by Mortgagee; or
- (c) bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord (including Landlord); or
- (d) bound by any amendment or modification of the Lease made without its consent subsequent to the date hereof; or
- (e) liable for any security deposit held by any prior landlord (including Landlord) unless the same has been actually delivered to Mortgagee.

Said attornment shall be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto; provided, however, that upon the election and written demand of Mortgagee, Tenant shall execute an instrument, satisfactory to Mortgagee, confirming and acknowledging said attornment.

4. Notwithstanding anything to the contrary hereinabove contained, any interest of Tenant in an option to purchase all or any part of the Demised Premises or Real Estate contained in the Lease is specifically subordinated to the rights of the first mortgagee under the terms of the Mortgage, and such option shall not be binding upon Mortgagee, its nominee, successors or assigns; provided, however, the foregoing is not intended to negate Tenant's rights under Section 9.04 of the Lease so long as the Lease remains in full force and effect in accordance with the terms of paragraph 2 hereof.

5. This Agreement shall inure to the benefit of the parties hereby and their respective successors or assigns; provided, however, that upon the assignment of the interest of the original or any successor Mortgagee hereunder, all obligations of such Mortgagee under this Agreement shall terminate, and thereupon all such obligations shall be the responsibility of the party or parties to whom such Mortgagee's interest is so assigned.

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6. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Subordination, Non-Disturbance and Attornment Agreement as of the date and year first above written.

TENANT:

LANDINGS THEATERS, INC.,
an Illinois corporation

ATTEST:

By: _____

Name: James H. Mob
Title: Treasurer

By: _____

Name: MARTIN G. ROSENFELD
Title: Vice President

MORTGAGEE:

THE TRAVELERS INSURANCE
COMPANY, a Connecticut
corporation

ATTEST:

By: _____

Name: STANLEY L. LEE
Title: ASSISTANT SECRETARY

By: _____

Name: GEORGE PSARAS
Title: REGIONAL DIRECTOR

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

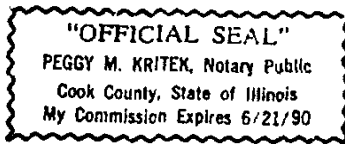
I, Peggy M. Kritek, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Jerrold Marks and Martin G. Rosenfield, the Treasurer and Vice President, respectively, of LANDINGS THEATERS, INC., an Illinois corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such they and they, 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 secretary then and there acknowledged that he, as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 12th day of May, 1988.

Peggy M. Kritek
Notary Public

My Commission Expires:

June 21, 1990



STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

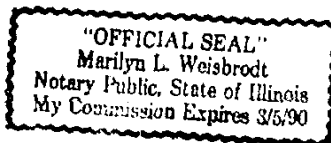
I, Marilyn L. Weisbrodt, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that GEORGE PSANAS, REGIONAL DIRECTOR of THE TRAVELERS INSURANCE COMPANY, a Connecticut corporation, and STANLEY A. LISS, ASSISTANT SECRETARY of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such REGIONAL DIRECTOR PSANAS and ASSISTANT Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered 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.

Given under my hand and Notarial Seal this 27th day of JUNE, 1988.

Marilyn L. Weisbrodt
Notary Public

My Commission Expires:

3/5, 1990



This Instrument was prepared by and after recording should be mailed to:

Barbara J. Davis, Esq.
COFFIELD UNGARETTI HARRIS & SLAVIN
3500 Three First National Plaza
Chicago, Illinois 60602

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EXHIBIT A

Theatre-Restaurant Legal Description

PARCEL 2:

Lots 1 and 2 in the Landings Phase III, being a subdivision of part of the West 1/2 of Section 19, Township 36 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois, according to the Plat thereof recorded June 6, 1988 as Document 88243895.

PARCEL 3

Easement for the benefit of Parcel 2, as created and defined in that certain Tri-Party Easement and Other Agreement dated June 6, 1988 and recorded June 9, 1988 as Document No. 88251969, as amended by Amendment to Tri-Party Easement and Other Agreement dated June 7, 1988, and recorded June 24, 1988, as Document No. 88,279,650, for parking, pedestrian and vehicular passage to and from Parcel 2 and construction and maintenance permitted or required pursuant to the Agreement, over and across that part of the following described real estate designated on the Site Plan attached as Exhibit C to said Agreement:

Lot 3 in the Landings Phase III, being a subdivision of part of the West 1/2 of Section 19, Township 36 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois, according to the Plat thereof recorded June 6, 1988 as Document 88243895.

Permanent Tax Numbers: 30-19-300-011 Volume: 225
(Affects part of Parcel 1, part of Parcel 2 and other property)

30-19-100-007
(Affects part of Parcel 2)

Common Address:

North of 170th Street and ^{West}~~east~~ of
the Commonwealth Edison power lines
Lansing, Illinois

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