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NONDISTURBANCE AGREEMENT

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This Nondisturbance Agreement ("Agreement") is made and entered into as of the 30 day of November, 1988, by and between NORRIDGE REALTY CORPORATION, an Illinois corporation ("Prime Landlord"), and LOEWS CHICAGO CINEMAS, INC., an Illinois corporation ("Subtenant").

W I T N E S S E T H:

WHEREAS, Prime Landlord is the record fee simple title holder of the real estate legally described on Exhibit A attached hereto (the "Shopping Center Land");

WHEREAS, Prime Landlord has leased the Shopping Center Land to Norran Corporation, an Illinois Corporation ("Sublandlord") under an amended and restated Ground Lease (the "Prime Lease") dated as of the date hereof;

WHEREAS, Sublandlord and Subtenant are about to enter into a sublease whereby Sublandlord will (i) sublease to Subtenant the portion of the Shopping Center Land described on Exhibit B attached hereto (the "Theatre Land") and (ii) grant to Subtenant, its patrons, guests, invitees, employees and licensees, a nonexclusive easement and irrevocable right to use the common areas ("Common Areas") of the Shopping Center Land for ingress to and egress from the Theatre Land; and

WHEREAS, the parties hereto desire to assure Subtenant's possession of the Theatre Land and the use of the Common Areas upon the terms and conditions hereinafter set forth, irrespective of any termination of the Prime Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Prime Landlord and Subtenant covenant and agree as follows:

1. If the current term of the Prime Lease, or any renewal thereof, shall terminate for any reason before the expiration of the term of the Sublease, as the Sublease may be renewed in accordance with the terms thereof, the Sublease, if then in existence, shall continue as a lease between Prime Landlord, as lessor, and Subtenant, as tenant, with the same force and effect as if Prime Landlord, as lessor, and Subtenant, as lessee, had entered into a lease as of the date of termination of the Prime Lease, containing the same terms, covenants, and conditions as those contained in the Sublease, including the rights of renewal thereof, for a term equal to the term of the Sublease.

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2. Prime Landlord will not join Subtenant as a party defendant in any action or proceeding for the purpose of terminating Subtenant's interest and estate under the Sublease because of a default under the Prime Lease that is not caused by a default by Subtenant under the Sublease.

3. From and after such termination of the Prime Lease:

a. Subtenant will attorn to Prime Landlord and Prime Landlord will accept such attornment.

b. Prime Landlord will have the same remedies by entry, action or otherwise for the non-performance by Subtenant of any agreement contained in the Sublease for the recovery of rent, for the commission of any waste or for any cause of forfeiture which Sublandlord had or would have had if the Prime Lease had not been terminated.

c. Subtenant shall have the same remedies against Prime Landlord for the breach of an agreement contained in the Sublease that Subtenant might have had against Sublandlord if the Prime Lease had not been terminated.

d. Any amendment, modification or change to the Sublease which has been theretofore agreed to in writing by Sublandlord shall be binding upon Prime Landlord in accordance with its terms.

4. Prime Landlord confirms that: (i) As of the date hereof the Prime Lease is in full force and effect and has not been amended, modified, supplemented or superseded; and (ii) to the best of its knowledge, as of the date hereof, neither Prime Landlord nor Sublandlord is in default under the Prime Lease.

5. Any notice or demand which any party hereto shall desire or be required to serve upon another party hereto shall be delivered by registered or certified mail at the addresses which follow, or at such other address as such party may hereafter designate in writing, and such service shall be deemed complete on the third business day after the same is deposited in a United States post office in a securely sealed envelope with postage prepaid.

If to Prime Landlord:

Norrridge Realty Corporation  
8707 Skokie Boulevard  
Skokie, Illinois 60077  
Attention: Gerald Marks

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If to Sublandlord:

Norran Corporation  
8707 Skokie Boulevard  
Skokie, Illinois 60077  
Attention: Gerald Marks

If to Subtenant:

Loews Chicago Cinemas, Inc.  
c/o Columbia Pictures Entertainment, Inc.  
711 Fifth Avenue  
New York, New York 10022  
Attention: General Counsel

with a copy to:

Loews Theatre Management Corp.  
400 Plaza Drive  
Secaucus, New Jersey 07094  
Attention: Seymour Smith, Esq.

and

Columbia Pictures Entertainment, Inc.  
711 Fifth Avenue  
New York, New York 10022  
Attention: General Counsel

6. The provisions hereof shall be construed in accordance with the laws of the State of Illinois.

7. This Agreement may not be changed or terminated except in writing executed by the parties hereto.

8. The provisions of this Agreement shall bind and inure to the benefit of the parties hereto and their heirs, successors and assigns. The word "Subtenant" as used herein shall mean not only the original Subtenant named in the first paragraph of this Agreement but also future holders of the leasehold estate under the Sublease, and the word "Prime Landlord" as used herein shall mean not only the original Prime Landlord named in the first paragraph of this Agreement, but also future owners of the Shopping Center Land.

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IN WITNESS WHEREOF, the parties hereto have duly executed this agreement the day and year first above written.

PRIME LANDLORD:

SUBTENANT:

NORRIDGE REALTY CORPORATION

LOEWS CHICAGO CINEMAS, INC.

By: *M. Rosenfeld*

Its: *President*

By: *W. G. ...*

Its: *Sr. VICE PRESIDENT*

ATTEST:

Its: *Secretary*

The undersigned hereby consents to the execution and delivery of the foregoing instrument and agrees that neither the execution of the same nor anything done pursuant to the provisions thereof shall be deemed or taken to modify the Prime Lease therein referred to.

Dated: November 3, 1988

SUPPLESSOR:

NORRAN CORPORATION

By: *M. Rosenfeld*

ATTEST:

Its: *Secretary*

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## EXHIBIT A

### NORRIDGE LEGAL DESCRIPTION (ENTIRE CENTER)

The South 1/2 of the North 1/2 of the Southeast 1/4 of the Northeast 1/4 (except the West 33.00 feet thereof) of Section 13, Township 40 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

P.I. Number: 12-13-222-003  
12-13-222-004

Address: 4510-4520 North Harlem Avenue  
Norridge, Illinois

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

Sharon A. Streich, Esq.  
Lord, Bissell & Brook  
115 S. LaSalle Street  
Suite 3400  
Chicago, IL 60603

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## EXHIBIT B

### THEATRE PROPERTY LEGAL DESCRIPTION

That part of the South 1/2 of the North 1/2 of the Southeast 1/4 of the Northeast 1/4 (except the West 33.00 feet thereof) of Section 13, Township 40 North, Range 12 East of the Third Principal Meridian, bounded and described as follows: Commencing at the point of intersection of the East line of the Northeast 1/4 of Section 13 aforesaid, and the North line of the South 1/2 of the North 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 13, aforesaid; thence North 89 degrees 57 minutes 01 seconds West, 511.20 feet to the point of beginning of the parcel of land herein described; Thence South 0 degrees 02 minutes 59 seconds West perpendicular to the last described line, 145.00 feet; thence North 89 degrees 57 minutes 01 seconds West, 580.00 feet; thence North 0 degrees 02 minutes 59 seconds East, 145.00 feet to the point of intersection with the North line of the South 1/2 of the North 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 13 aforesaid; thence South 89 degrees 57 minutes 01 seconds East, along said North line, 580.00 feet to the hereinabove designated point of beginning, in Cook County, Illinois.

P.I. Number: 12-13-222-003

Address: 4510-4520 North Harlem Avenue  
Norridge, Illinois

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

Sharon A. Streich, Esq.  
Lord, Bissell & Brook  
115 S. LaSalle Street  
Suite 3400  
Chicago, IL 60603

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STATE OF ILLINOIS    )  
                                  ) SS.  
COUNTY OF COOK        )

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, do hereby certify that before me on this day personally appeared MARTIN ROSENFIELD and LOUIS MARKS, known to me to be the President and Secretary, respectively, of Norran Corporation, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument on behalf of said corporation.

WITNESS my hand and official seal this 3rd day of November, 1986.

[Signature]  
Notary Public

My commission expires: 3-19-89.

Notary Public of Cook County Clerk's Office

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the said County, in the State aforesaid, do hereby certify that before me on this day personally appeared MALVIN LOSENFELD and LOUIS MARKS, known to me to be the \_\_\_\_\_ President and \_\_\_\_\_ Secretary, respectively, of Norridge Realty Corporation, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument on behalf of said corporation.

WITNESS my hand and official seal this 3rd day of November, 1988

[Signature]  
Notary Public

My commission expires: 3-19-89.

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