94967518

SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

THIS SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT (the "Agreement") is made as of the 1st day of November, 1994, by and among U.S. BANK, AN ILLINOIS BANKING CORPORATION, FORMERLY KNOWN AS STEEL CITY BANK OF CHICAGO, FORMERLY KNOWN AS STEEL CITY NATIONAL BANK OF CHICAGO, not individually but solely as Trustee under Trust Agreement dated October 10, 1988 and known as Trust No. 3059 ("Trustee"), MUSIC CENTER ASSOCIATES LIMITED PARTNERSHIP, an Illinois limited partnership ("Beneficiary," with Trustee and Beneficiary at times being collectively referred to herein as "Landlord"), NEJA GROUP L.L.C., a Delaware limited liability company ("Tenant"), and HERITAGE BANK, FKA HERITAGE BANK TINLEY PARK, an Illinois banking corporation ("Mortgagee").



Recitals

A. Mortgagee and Landlord entered into a Loan Agreement dated as of November 13, 1990 whereby Mortgagee agreed to make a loan to Landlord in the aggregate amount of $600,000 (the "Loan") on the terms and conditions contained therein. Landlord executed and delivered to Mortgagee a certain promissory note ("Note") dated as of November 13, 1990 payable to the order of Mortgagee in the original principal amount of $600,000 with interest and principal payable as therein provided. The Loan and Note were secured by a mortgage ("Mortgage") and assignment of rents dated November 13, 1990, and filed with the Registrar of Titles of Cook County, Illinois (the "Registrar") on December 5, 1990 as Document Nos. 3930937 and 3930938, and recorded with the Recorder of Deeds of Cook County, Illinois (the "Recorder") on December 11, 1990 as Document Nos. 90602016 and 90602017, encumbering, among other things, the property described in Exhibit A attached hereto and made a part hereof and all improvements thereon (the "Real Estate").

B. The Note has been amended pursuant to Renewal Notes dated May 31, 1991 in the principal sum of $600,000 and December 1, 1991 in the principal sum of $600,000. The Note, as renewed, is referred to herein as the "Amended Note" with a current principal balance of $550,000.00.

C. The Mortgage and Amended Note have been further amended pursuant to an Extension and Modification Agreement dated November 1, 1994 and recorded with the Recorder of Deeds of Cook County, Illinois (the "Recorder") on Nov. 15, 1994 as Document No. 94967514 (the "1994 Amendment"). The Mortgage, as so amended, is referred to herein as the "Amended Mortgage."

D. Tenant has entered into a Lease Agreement dated June 29,

1994, as heretofore amended (the "Lease"), with Landlord as landlord pursuant to which Landlord has leased the Real Estate to Tenant for the term and on the terms and conditions set forth in the Lease. The Lease is subject to the approval of Mortgagee and is subordinate to the Amended Mortgage.

E. The parties desire to agree upon the relative priority of their interests in the Real Estate and their rights and obligations if certain events occur.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties, the parties do hereby covenant and agree as follows:

1. Definitions. The following terms shall have the following meanings for purposes of this Agreement:

(a) "Foreclosure Event" means (i) foreclosure under the Amended Mortgage, (ii) any other exercise by Mortgagee of rights and remedies (whether under the Amended Mortgage or under applicable law, including bankruptcy law) as holder of the Amended Note and/or the Amended Mortgage, as a result of which Successor Landlord becomes owner of the Real Estate, or (iii) delivery by Trustee to Mortgagee (or its designee or nominee) of a deed or other conveyance of Trustee's interest in the Real Estate in lieu of any of the foregoing.

(b) "Successor Landlord" means any party that becomes owner of the Real Estate as the result of a Foreclosure Event.

(c) Initially capitalized terms used in this Agreement and not expressly defined herein have the meanings given them in the Loan Agreement, as amended.

2. Subordination of Lease. The parties acknowledge and agree that the Lease is and shall be subject and subordinate, in right, interest and lien and for all purposes, to the Amended Mortgage, and to all renewals, modifications, consolidations, replacements and extensions thereof, and to any subsequent mortgage with which the Amended Mortgage may be spread or consolidated, to the full extent of the principal sum and all other amounts secured thereby and interest thereon. Any interest of the Tenant in a right of first refusal to purchase all, or any part, of the Real Estate contained in the Lease is specifically subordinate to the rights of the Mortgagee under the terms of the Amended Mortgage and shall be subject to the provisions of paragraph 3(d) of this Agreement.

3. Commencement of Foreclosure Event.

(a) Notice Option to Amend Lease. In the event Mortgagee commences a Foreclosure Event simultaneously with such commencement, Mortgagee shall provide written notice of Mortgagee's intention to commence such Foreclosure Event to both Tenant and

Nederlander Realty Company of Illinois ("Nederlander"). If the amendments to the Lease set forth in Exhibit B attached hereto are not then in full force and effect, Tenant may, at its option, to be exercised by giving written notice to Mortgagee of such election (the "Option Notice") within ten (10) days after Tenant's receipt of Mortgagee's notice, elect to amend the Lease as set forth in Exhibit B hereto (such option hereinafter the "Option").

(b) Failure of Tenant to Exercise Option. If the amendments to the Lease set forth in Exhibit B attached hereto are not then in full force and effect, and if Tenant fails to provide Mortgagee with the Option Notice within the time period described above, Mortgagee shall have full power and authority to terminate the Lease in connection with the Foreclosure Event, by joining Tenant as a party to such Foreclosure Event or by any other means provided at law or in equity.

(c) Exercise of Option by Tenant. If Tenant provides Mortgagee with the Option Notice within the applicable time period described above the Lease amendments listed on Exhibit B hereto shall become effective immediately. So long as the Lease as amended by the amendments listed on Exhibit B hereto (the "Amended Lease") is in effect (it being understood that if by operation of law or any judicial or other decision the amendment of the Lease pursuant to section 3(a) and 3(c)(i) herein is nullified or not enforceable or is or becomes ineffective, in whole or in part, the Landlord and Tenant must execute amendments to the Lease making the amendments listed on Exhibit B to satisfy the conditions of this section 3(c)(ii) and section 3(c)(iii) below), and so long as the Tenant is not in default under any terms, covenants or conditions of the Amended Lease (after any applicable notice or expiration of any applicable cure period provided for in the Amended Lease), and the Amended Lease has not expired, the possession by the Tenant and its rights under the Amended Lease, or any renewal or extension of the Amended Lease, will not be interfered with, disturbed or diminished by any Foreclosure Event. So long as the Amended Lease is in effect and Tenant is not in default under any of the terms, covenants or conditions of the Amended Lease (after any applicable notice or expiration of any applicable cure period provided for in the Lease), and the Amended Lease has not expired, the Tenant will not be made a party to the Foreclosure Event unless such joinder is necessary to prosecute the Foreclosure Event and then only for such purpose and not for the purpose of terminating the Amended Lease, and the Foreclosure Event shall not affect the Tenant's rights under the Amended Lease.

(d) Assignment of Rent. So long as the Amended Lease (i.e., the Lease as amended by the amendments listed on Exhibit B hereto) is in effect, Tenant shall make all payments of Annual Base Rent (as that term is defined in section 4.1 of the Amended Lease) pursuant to the provisions of Section 3.1 (d) of that certain Subordination, Attornment and Non-Disturbance Agreement dated as

of October 17, 1994 among Bank of America Illinois, Landlord and Tenant.

(e) Reinstatement. The parties hereto understand and agree that Landlord preserves its rights to reinstate the Amended Mortgage pursuant to section 5/15-1602 of the Code of Civil Procedure of Illinois, or any successor statute, and that no provision herein shall be construed to limit such rights in any way.

(f) Right of First Refusal. The Tenant's right of first refusal set forth in Section 19 of the Lease shall not apply to the transfer of title to or an interest in the Real Estate in connection with a Foreclosure Event.

(g) Bankruptcy. If for any reason the Tenant's exercise of the Option is rescinded or otherwise set aside and as a consequence thereof the amendments listed on Exhibit B are rescinded or otherwise set aside or rendered unenforceable, in whole or in part, upon the insolvency, bankruptcy or reorganization of the Borrower or Tenant, or pursuant to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or transfer, equitable subordination or similar laws and doctrines affecting the rights of creditors generally, then at Mortgagee's Successor Landlord's option, as the case may be, the provisions of Section 3(c) hereof shall be null and void as though such provisions had not been made, and upon ten (10) days' prior written notice to Tenant, Mortgagee or Successor Landlord shall be entitled to terminate the Lease and/or the Amended Lease and recover possession of the Premises through an action in forcible entry and detainer or through one or more other remedies, legal and/or equitable, that may be available or exercisable by Mortgagee or Successor Landlord.

4. Attornment. In the event that Successor Landlord shall succeed to the interest of the Landlord under the Amended Lease, and the Amended Lease shall not have expired or been terminated in accordance with the terms of the Amended Lease or this Agreement, Tenant shall, from and after such event, attorn to the Successor Landlord, all rights and obligations under the Amended Lease to continue as though the interest of Landlord had not terminated or such foreclosure proceedings had not been brought, except as such obligations have been amended as provided in paragraphs 3(c) and 3(d) above. Such attornment shall be effective and self-operative without the execution of any further instrument on the part of the parties hereto. Tenant agrees, however, to execute and deliver at any time and from time to time, upon the request of Successor Landlord, any instrument or certificate which, in the sole judgment of Successor Landlord, may be necessary or appropriate in any such foreclosure proceeding or otherwise to evidence such attornment.

5. Rights and Obligations of Successor Landlord under Lease.

Successor Landlord in the event of attornment shall have the same remedies in the event of any default by Tenant (beyond any period given Tenant to cure such default), in the payment of Annual Base Rent (as increased pursuant to the amendments set forth in Exhibit B hereto) or additional rent or in the performance of any of the terms, covenants and conditions of the Amended Lease on Tenant's part to be performed that are available to Landlord under the Amended Lease. The Tenant shall have the same remedies against the Successor Landlord for the breach of an agreement contained in the Amended Lease that the Tenant might have had against the Landlord if the Successor Landlord had not succeeded to the interest of the Landlord; provided, however, that the Successor Landlord shall not be:

(a) liable for any act or omission of or any claims against any prior landlord (including the Landlord); or

(b) subject to any offsets or defenses which the Tenant might have against any prior landlord (including the Landlord); or

(c) bound by any rent or additional rent which the Tenant might have paid for more than the current month to any prior landlord (including the Landlord); or

(d) bound by any amendment or modification of the Amended Lease, or waiver of any of its terms, made without its consent; or

(e) liable for any sum that any prior landlord (including the Landlord) owed to Tenant, including without limitation any security deposit, unless the amount owed was actually delivered to Successor Landlord; or

(f) bound by any surrender, cancellation or termination of the Amended Lease, in whole or in part, agreed upon between Landlord and Tenant.

6. Exculpation of Successor Landlord. Notwithstanding anything to the contrary in this Agreement or the Amended Lease, upon any attornment pursuant to this Agreement the Amended Lease shall be deemed to have been automatically amended to provide that Successor Landlord's obligations and liability under the Amended Lease shall never extend beyond Successor Landlord's (or its successors' or assigns') interest, if any, in the Real Estate from time to time, including insurance and condemnation proceeds and Successor Landlord's interest in the Amended Lease (collectively, "Successor Landlord's Interest"). Tenant shall look exclusively to Successor Landlord's interest (or that of its successors and assigns) for payment or discharge of any obligations of Successor Landlord under the Amended Lease. If Tenant obtains any money judgment against Successor Landlord with respect to the Amended

Lease or the relationship between Successor Landlord and Tenant, then Tenant shall look solely to Successor Landlord's interest (or that of its successors and assigns) to collect any such judgment. Tenant shall not collect or attempt to collect any such judgment out of any other assets of Successor Landlord.

7. Mortgagee's Right to Cure.

(a) Notice to Mortgagee. Notwithstanding anything to the contrary in the Lease or the Amended Lease or this Agreement, before exercising any remedies under the Lease or the Amended Lease, Tenant shall provide Mortgagee with notice of the breach or default by Landlord giving rise to same (the "Default Notice") and, thereafter, the opportunity to cure such breach or default as provided for below.

(b) Mortgagees' Cure Period. After Mortgagee receives a Default Notice, Mortgagee shall have a period of thirty (30) days beyond the time available to Landlord under the Lease or the Amended Lease in which to cure the breach or default by Landlord. Mortgagee shall have no obligation to cure (and shall have no liability or obligation for not curing) any breach or default by Landlord, except to the extent that Mortgagee agrees or undertakes otherwise in writing.

(c) Extended Cure Period. In addition, as to any breach or default by Landlord the cure of which requires Mortgagee to possess and control the Real Estate, provided only that Mortgagee undertakes to Tenant by written notice to Tenant within thirty (30) days after receipt of the Default Notice to exercise reasonable efforts to cure such breach or default within the period permitted by this paragraph, Mortgagee's cure period shall continue for such additional time (the "Extended Cure Period") as Mortgagee may reasonably require to obtain possession and control of the Real Estate and to thereafter cure the breach or default with reasonable diligence and continuity. So long as any receiver of the Real Estate has been appointed and is continuing to serve, Mortgagee shall be deemed to have possession and control of the Real Estate.

8. Confirmation of Facts. Tenant represents to Mortgagee and to any Successor Landlord, in each case as of the date hereof, as follows:

(a) Effectiveness of Lease. The Lease is in full force and effect, has not been modified, and constitutes the entire agreement between Landlord and Tenant relating to the Real Estate. Tenant has no interest in the Real Estate except pursuant to the Lease. No unfulfilled conditions exist to Tenant's obligations under the Lease.

(b) Rent. Tenant has not paid any rent that is first due and payable under the Lease after the date hereof, except Annual Base

Rent in the initial sum of One Dollar ($1.00) per year, which has been prepaid for the full twenty (20) year initial term of the Lease.

(c) No Landlord Default. To the best of Tenant's knowledge, no breach or default by Landlord exists and no event has occurred that, with the giving notice, the passage of time or both, would constitute such a breach or default.

(d) No Tenant Default. Tenant is not in default under the Lease and has not received from Landlord any uncured notice of any default by Tenant under the Lease.

(d) No Termination. Tenant has not commenced any action nor sent or received any notice to terminate the Lease.

(f) No Transfer. Tenant has not transferred, encumbered, mortgaged, assigned, conveyed or otherwise disposed of the Lease or any interest therein. The foregoing does not pertain to licenses granted or contracts entered into by Tenant in conjunction with the management and operation of the Real Estate.

(g) Due Authorization. Tenant has full authority to enter into this Agreement, which has been duly authorized by all necessary actions.

9. Miscellaneous.

(a) Successors and Assigns. This Agreement shall bind and benefit the parties, their successors and assigns, any Successor Landlord, and its successors and assigns. If Mortgagee assigns the Amended Mortgage, then upon delivery to Tenant of written notice thereof accompanied by the assignee's written assumption of all obligations under this Agreement, all liability of the assignor shall terminate.

(b) Entire Agreement. This Agreement constitutes the entire agreement among Mortgagee, Landlord and Tenant regarding the rights and obligations of Tenant, Landlord and Mortgagee as to the subject matter of this Agreement.

(c) Interaction with Lease and with Mortgage. If this Agreement conflicts with the Lease or the Amended Lease, then this Agreement shall govern as between the parties and any Successor Landlord, including upon any attornment. This Agreement supersedes, and constitutes full compliance with, any provisions in the Lease or the Amended Lease that provide for delivery of nondisturbance agreements by the holder of the Amended Mortgage.

(d) Mortgagee's Rights and Obligations. Except as expressly provided for in this Agreement, Mortgagee shall have no obligations to Tenant with respect to the Lease or the Amended Lease. If an

attornment occurs pursuant to this Agreement, then all rights and obligations of Mortgagee under this Agreement shall terminate, without thereby affecting in any way the rights and obligations of Successor Landlord provided for in this Agreement, or the amendments to the Lease set forth herein.

(e) Interpretation; Governing Law. The interpretation, validity and enforcement of this Agreement shall be governed by and construed under the internal laws of the State of Illinois, excluding its principles of conflict of laws.

(f) Amendments. This Agreement may be amended, discharged or terminated, or any of its provisions waived, only by a written instrument executed by the party to be charged.

(g) Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

(h) Mortgagee's Representation. Mortgagee represents that Mortgagee has full authority to enter into this Agreement, and Mortgagee's entry into this Agreement has been duly authorized by all necessary actions.

10. Notices. All notices, waivers, demands, requests or other communications required or permitted hereunder shall, unless otherwise expressly provided, be in writing and be deemed to have been properly given, served and received (i) if delivered by messenger, when delivered, (ii) if mailed, on the third business day after deposit in the United State Mail, certified or registered, postage prepaid, return receipt requested, (iii) if telexed, telegraphed or telecopied, six (6) hours after being dispatched by telex, telegram or telecopy, if such sixth hour falls on a business day within the hours of 9:00 a.m. through 4:00 p.m. of the time in effect at the place of receipt, or at 9:00 a.m. on the next business day thereafter if such sixth hour is later than 4:00 p.m. or (iv) if delivered by reputable overnight express courier, freight prepaid, the next business day after delivery to such courier; in every case addressed to the party to be notified as follows:

In the case of Landlord, to:

Music Center Associates Limited Partnership
c/o Discovery Group South, Ltd.
16200 Clinton Avenue
Harvey, Illinois 60426
FAX: (708) 333-6273

In the case of Mortgagee, to:

Heritage Bank
17500 S. Oak Park Avenue
Tinley Park, Illinois 60477
Attn: Mr. John E. Barry
FAX: (708) 532-0313

with a copy to:

Albert A. Stroka
Heritage Bank
12015 S. Western Avenue
Blue Island, Illinois 60406
FAX: (708) 385-5766

In the case of Tenant, to:

NEJA Group, L.L.C.
c/o PCMT, Inc.
22 West Monroe Street
7th Floor
Chicago, Illinois 60603

with a copy to:

Nederlander Realty Company of Illinois
c/o The Nederlander Organization
810 Seventh Avenue
21st Floor
New York, New York 10019
Attn: Robert E. Nederlander, Esq.

or such other address or in care of such other person as hereafter shall be designated in writing by the applicable party and shall be deemed to have been given as of the date of receipt.

11. Consent of Mortgagee. Mortgagee hereby consents to the execution of the Lease by Landlord and approves the Lease, subject to the terms and provisions of this Agreement and the Loan Documents.

12. Trustee Execution. This Agreement is executed by Trustee, not personally, but as trustee under the Trust Agreements described above, and all of the terms, provisions and conditions to be performed hereunder by the Trustee are undertaken solely as Trustee and not individually and no personal liability shall be enforceable against said Trustee by reasons thereof; provided, however, nothing herein shall modify or discharge the personal liability and responsibility of beneficiary or any other person or entity in connection herewith.

The parties have executed this Agreement as of the date first above written.

MORTGAGEE

HERITAGE BANK, an Illinois banking corporation

BY: Albert A. Stroka
Name: Albert A. Stroka
Title: Ex. V.P. & General Counsel

TENANT

NEJA GROUP L.L.C., a Delaware limited liability company

BY: Robert Cloud
Name: Robert Cloud
Title: Vice President

TRUSTEE:

U.S. BANK, formerly known as Steel City Bank of Chicago, formerly known as Steel City National Bank of Chicago, not individually but solely as Trustee aforesaid

BY: Marilyn J. Divine
Name: MARYLYNN J. DIVINE
Title: VICE PRESIDENT

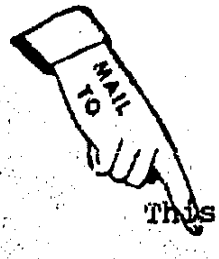
MUSIC CENTER ASSOCIATES LIMITED PARTNERSHIP, an Illinois limited partnership

BY: DISCOVERY SOUTH GROUP, LTD., an Illinois corporation, its general partner

BY:
Name:
Title:








This instrument was prepared by and when recorded return to:

Albert A. Stroka
Heritage Bank
12015 South Western Avenue
Blue Island, Illinois 60406

STATE OF ILLINOIS, }
}
} SS.
}
COUNTY OF COOK }

I, the undersigned, a Notary Public in and for said county, in the state aforesaid **do hereby certify** that Albert A. Sroka as Sr. Vice President of **Heritage Bank,** personally known to me to be such officer and to be the same person whose name is subscribed to the foregoing instrument as such Sr. Vice President, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and as the free and voluntary act and deed of said **Heritage Bank** for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 1st day of November, 1994

"OFFICIAL SEAL"
Jean Guilfoyle
Notary Public, State of Illinois
My Commission Expires June 3, 1995

Jean Guilfoyle
Notary Public

94967518

STATE OF ILLINOIS, }
} SS.
COUNTY OF COOK }

I, the undersigned, a Notary Public in and for said county, in the state aforesaid do hereby certify that Marilyn J. Divine as Vice President of U.S. Bank, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as such officer of said U.S. Bank, as her free and voluntary act and as the free and voluntary act and deed of said U.S. Bank, as Trustee aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 4th day of November, 1994

Margaret Ann Dixon
Notary Public

OFFICIAL SEAL
MARGARET ANN DIXON
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. JUL 25 1998



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STATE OF ILLINOIS, }
} SS.
COUNTY OF COOK }

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that James Gierczyk personally known to me to be the Vice President of **Discovery South Group, Ltd.**, an Illinois Corporation the general partner of **Music Center Associates Limited Partnership**, an Illinois limited partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President signed and delivered the said instrument pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation and limited partnership, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 1st day of November, 1994

Diane F. Albertson
Notary Public

"OFFICIAL SEAL"
DIANE F. ALBERTSON
Notary Public, State of Illinois
My Commission Expires 2/28/98



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STATE OF ILLINOIS, }
} SS.
COUNTY OF COOK }

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify, that Robert Chand personally known to me to be the Vice President of **NEJA Group, L.L.C.**, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Vice President signed and delivered the said instrument pursuant to authority given by the ~~Board of~~ Members of said company, as his free and voluntary act, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 1st day of November, 1994

Diane F. Albertson
Notary Public

"OFFICIAL SEAL"
DIANE F. ALBERTSON
Notary Public, State of Illinois
My Commission Expires 2/28/98

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Exhibit A

## LEGAL DESCRIPTION

**PARCEL 1:**

THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 13, LYING SOUTH OF THE INDIAN BOUNDARY LINE EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 31-06-405-001
31-06-406-001

**PARCEL 2:**

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 13, LYING SOUTH OF THE INDIAN BOUNDARY LINE, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART THEREOF BEING BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID NORTHEAST 1/4; THENCE NORTH 89°-58'-42" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID NORTHEAST 1/4, 1327.91 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF SAID NORTHEAST 1/4; THENCE NORTH 0°-00'-45" EAST, ALONG THE LAST DESCRIBED LINE, 772.36 FEET; THENCE NORTH 89°-56'-22" EAST 750.37 FEET; THENCE SOUTH 58°-10'-54" EAST 679.96 FEET TO THE EAST LINE OF SAID NORTHEAST 1/4; THENCE SOUTH 0°-03'-20" WEST, ALONG THE LAST DESCRIBED LINE, 415.16 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PIN: 31-07-201-002

**PARCEL 3:**

THAT PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 13, TOGETHER WITH THAT PART OF THE NORTH 1/2 OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 13, LYING SOUTH OF THE INDIAN BOUNDARY LINE, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE SOUTH 89°-58'-16" EAST ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 7, 1328.90 FEET TO THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE SOUTH 0°-00'-45" WEST ALONG THE LAST DESCRIBED LINE 364.17 FEET; THENCE NORTH 89°-58'-16" WEST 2391.37 FEET; THENCE WESTERLY ALONG A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 750.00 FEET AND A CHORD THAT BEARS NORTH 81°-10'-10" WEST A CHORD DISTANCE OF 229.53 FEET, AN ARC LENGTH OF 230.43 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 930.74 FEET AND A CHORD THAT BEARS NORTH 61°-52'-45" WEST A CHORD DISTANCE OF 338.85 FEET, AN ARC LENGTH OF 340.75 FEET TO THE SOUTHEASTERLY LINE OF GEORGE BRENNAN HIGHWAY AS PER DOCUMENT NO. 11231373; THENCE NORTH 44°-46'-37" EAST ALONG THE LAST DESCRIBED LINE 134.12 FEET; THENCE SOUTH 45°-13'-27" EAST, 63.67 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 472.00 FEET AND A CHORD THAT BEARS SOUTH 58°-47'43" EAST A CHORD DISTANCE 221.53 FEET, AN ARC LENGTH OF 223.61 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 650.00 FEET AND A CHORD

THAT BEARS SOUTH 81°-10'-10" EAST A CHORD DISTANCE OF 198.92 FEET, AN ARC LENGTH OF 199.71 FEET; THENCE SOUTH 89°-58'-16" EAST, 1062.64 FEET TO THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 7; THENCE NORTH 0°-01'-48" WEST ALONG THE LAST DESCRIBED LINE 264.17 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PIN: 31-07-200-002
& part 31-07-102-001
& part 31-07-101-001

**EXHIBIT B**

**LEASE AMENDMENTS**

From and after the date of the exercise of the Option Notice pursuant to the terms of section 3(a) of the Subordination, Attornment and Non-disturbance Agreement to which these Lease Amendments are Exhibit B, the World Music Theater Lease Agreement between Music Center Associates Limited Partnership and Neja Group L.L.C., as theretofore amended (the "Lease") then will be automatically further amended as follows:

1. Section 1.4 of the Lease shall be further amended by deleting the second sentence.

2. Section 2.4 of the Lease will be further amended by (i) changing the period after the last sentence of the second paragraph of section 2.4 to a semicolon, and inserting the following text thereafter:

> provided, however, the Tenant shall not have the foregoing right to elect to terminate the Lease if (a) a good faith estimate of the cost of performance or payment of the Compliance Action is less than $100,000; or (b) within thirty (30) days of Tenant's delivery of the termination notice to Landlord, Landlord provides notice to Tenant that Landlord elects to perform or pay for the Compliance Action, whereupon Tenant shall not be responsible for either the performance of, or the payment of the costs of, the Compliance Action, but this Lease shall continue in full force and effect.

and (ii) by changing the period after the last sentence of section 2.4 to a comma, and inserting the following text thereafter:

> unless Landlord elects to perform or pay for such Compliance Action, as set forth above.
>
> Tenant shall have the right to contest any Compliance Action provided that the Tenant shall give notice to the Landlord of its intention to contest the same, such notice to specify the statute, rule, order, ordinance, regulation or other requirement of law in question to be contested, and provided that the Tenant shall in good faith proceed to contest the validity or amount of the Compliance Action by appropriate legal proceedings which prevent any judgment being entered which would adversely affect Landlord's title to the Premises. If requested by Landlord, Tenant shall post reasonable security to

ensure that the contested Compliance Action will be undertaken in the event of a judgment adverse to Landlord's interest.

3. Section 3.7(f) of the Lease will be further amended by deleting the phrase "and its officers, employees, agents and contractors" and substituting therefor the following text:

> and mortgagees of the Property, and the officers, employees, agents and contractors of Landlord and mortgagees of the Property,

4. Section 4.1 of the Lease will be further amended by deleting the first two sentences therein and substituting therefor the following text:

> The parties hereto covenant and agree that the annual base rent under this Lease is One Million One Hundred Thousand and 00/100 Dollars ($1,100,000) per year ("Annual Base Rent" or "Base Rent"), payable pursuant to the following schedule:

| | |
|---|---|
| January 1 | $160,000 |
| April 1 | $160,000 |
| July 1 | $160,000 |
| August 1 | $250,000 |
| September 1 | $200,000 |
| October 1 | $170,000 |

5. Section 4.5 of the Lease will be further amended by deleting the third, fourth, and fifth sentences therein in their entirety.

6. Section 6.1 of the Lease will be further amended by inserting after the last sentence the following text:

> Furthermore, notwithstanding the foregoing, Tenant shall have the right to contest any Real Property Taxes provided that the Tenant shall give notice to the Landlord of its intention to contest the same, such notice to specify the amount of the Real Property Taxes to be contested, and provided that the Tenant shall in good faith proceed to contest the validity or amount of such Real Property Taxes by appropriate legal proceedings which effectively prevent collection thereof and the sale of, or impairment of Landlord's title to, any part of the Premises to satisfy the contested Real Property Taxes. If requested by Landlord, Tenant shall post reasonable security to ensure that the contested amount will be paid in the event of a judgment adverse to Landlord's interest.

7. Section 7.1 of the Lease will be further amended by deleting the fifth, sixth, seventh, and eighth sentences therein in their entirety.

8. Section 9.2 of the Lease will be further amended by deleting the sixth sentence of the second paragraph therein and substituting therefor the following text:

> Each policy shall name Landlord as an insured. Each policy of public liability insurance shall name any lender holding a mortgage or mortgages on the Property ("Mortgagee") as an additional insured, and each policy of property damage insurance shall name any Mortgagee as a loss payee. Copies of all policies or certificates evidencing the existence and amounts of such insurance shall be delivered to Landlord and each such Mortgagee by Tenant at least ten (10) days prior to Tenant's occupancy of the Premises.

9. Section 10.1 of the Lease will be further amended by deleting the first sentence therein and substituting therefor the following text:

> In the event of total destruction of the Premises or any partial destruction as to which the Tenant reasonably estimates that the time to repair or restore will exceed 270 days (a "Major Destruction"), Tenant shall have the option either to terminate this Lease or to repair or restore the Premises to the condition in which they existed immediately prior to such destruction or damage. If (i) Tenant elects to restore, (ii) the time reasonably needed to repair or restore does not exceed the remainder of the term of the Lease, (iii) Tenant is not in default under this Lease, and (iv) Landlord is not in default under any mortgage on the Property to which this Lease is subordinate, then all insurance proceeds shall be made available to Tenant to pay for such restoration; and any proceeds not so used shall be first applied to the payment of any mortgage (if required by the Mortgagee) on the Premises and any balance distributed to the Landlord.

10. Section 10.4 of the Lease will be further amended by (i) deleting in the first sentence therein the phrase "but only to the extent of available insurance, after the payment by Tenant of any deductible" and replacing it with the following text:

> including the payment of any deductible and any shortfall in insurance proceeds

and (ii) deleting the word "premises" in the last sentence of section 10.4 and substituting therefor "Premises".

11. Section 11.1 of the Lease will be further amended by changing the upper case "T" at the beginning of the third sentence therein to a lower case "t", and by inserting before that the following test:

> So long as Tenant is not in default under this Lease and if Landlord is not in default under any prior mortgage on the Property,

12. Section 11.2 of the Lease will be further amended by changing the upper case "A" at the beginning of the second sentence therein to a lower case "a", and by inserting before that the following text:

> So long as Tenant is not in default under this Lease and if Landlord is not in default under any prior mortgage on the Property, and if the repair or restoration can be completed within the remaining term of the Lease,

13. Section 13.1(b) of the Lease will be further amended by deleting the subsection in its entirety and substituting therefor the following:

> (b) The failure by Tenant to observe or perform (i) any non-monetary covenants, conditions or provisions of this Lease to be observed or performed by Tenant where such failure shall continue for a period of thirty (30) days after written notice hereof from Landlord to Tenant; provided, however, that if the nature of the Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commenced such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion; or (ii) any monetary covenants, conditions or provisions of this Lease, including but not limited to Rental payments, to be observed or performed by Tenant where such failure shall continue for a period of five (5) days after written notice hereof from Landlord to Tenant. Notwithstanding the foregoing language in this section 13.1(b), the nonpayment of any amount that the Tenant is contesting pursuant to Sections 2.4, 6.1, or 12.2 herein shall not be a default as long as the Tenant is contesting such amount pursuant to said Sections 2.4,6.1 of 12.2.

14. Section 13.2(a) of the Lease will be further amended by changing the semicolon following "and reasonable attorney's fees" in the second sentence therein to a period, and by deleting the text of section 13.2(a) that follows thereafter.

15. Section 13.2(b) of the Lease will be further amended by deleting section 13.2(b) in its entirety and substituting therefor the following text:

Section 13.2(b) intentionally omitted.

16. Section 13.2(d) of the Lease will be further amended by deleting Section 13.2(d) in its entirety.

17. Section 19.1 of the Lease will be amended by changing the period at the end of section 19.1 to a semicolon, and by inserting thereafter the following text:

provided, however, that foreclosure of the Property or the granting of a deed in lieu of foreclosure of the Property shall not give rise to a right of first refusal.

18. Article 20 of the Lease will be deleted in its entirety. Each reference in the Lease to "arbitration" or "arbitrate" will be amended by deleting each such reference and substituting therefore "appropriate legal proceedings," or "contest in appropriate legal proceedings," or such other phrase as the context required consistent with the deletion of Article 20.