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Cook County Recorder 41.50

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL
TO:

Goodwin, Procter & Hour LLP
Exchange Place
Boston, Massachusetts 02109
Attn: Michael H. Glazer, P.C.

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made as of the 28th day of July, 1998, by and between LaSalle National Trust, N.A., successor to LaSalle National Bank, a national banking association, as Trustee under Trust Agreement dated January 15, 1979 and known as Trust No. 100497 ("Landlord") and General Cinema Corp. of North Western ("Tenant").

* LASALLE NATIONAL BANK, SUCCESSOR TRUSTEE TO

RECITALS:

1. Landlord and Tenant have entered into a Lease Agreement dated July 28, 1998 (the "Lease"), whereby Landlord leased to 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").

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

if to Landlord: c/o Boston Development Associates, Inc.
32 Southwest Park
Westwood, Massachusetts 02090
Attn: Mr. Robert H. Lane, President

with a copy to: Rachstein, Norman & Buchman, LLP
125 Summer Street, 11th Floor
Boston, MA 02110
Attn: Irving A. Rachstein, Esq.

if to Tenant: c/o General Cinema Theatres
1280 Boylston Street
Chestnut Hill, Massachusetts 02167
Attn: Philip J. Szabla, Esq.

with a copy to:

Goodwin, Procter & Hoar LLP
Exchange Place
Boston, Massachusetts 02109
Attn: Michael H. Glazer, P.C.

- 3. The initial term of the Lease commences July 28, 1998 and expires February 28, 2019.
- 4. The Tenant also has the option to extend the term of the Lease for 4 additional 5 year terms
- 5. 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.
- 6. This Agreement may be executed in counterpart, and all counterparts shall hereafter be read together as constituting one instrument.
- 7. The Lease is fully incorporated herein by this reference.
- 8. The Lease and this Memorandum of Lease are executed by ~~LaSalle National Trust, N.A., successor Trustee to LaSalle National Bank~~, 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 ~~LaSalle National Trust, N.A., successor Trustee to LaSalle National Bank~~. 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 Premises. ~~LaSalle National Trust, N.A., successor Trustee to~~

It is further agreed by the parties hereto that whenever and wherever the provisions of

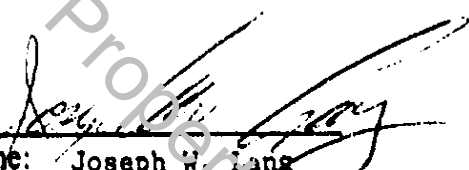
the Lease contain any reference to the right of Tenant to be indemnified, saved harmless, or reimbursed by Landlord for any costs, claims, loss, fines, penalties, damages or expenses of any nature, including without limitation attorney's fees, arising in any way out of the execution of this instrument 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 LaSalle National Trust, N.A. 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 8 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 8 shall be controlling.

[End of Page]

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.

LASALLE NATIONAL BANK, Successor Trustee To
LASALLE NATIONAL TRUST, N.A.
as Trustee under Trust Number 100497
and not personally

GENERAL CINEMA CORP. OF NORTH
WESTERN

By: 
Name: Joseph W. Tang
Title: Sr. Vice President

By: _____
Name:
Title:

Property of Cook County Clerk's Office

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.

LASALLE NATIONAL BANK, Successor Trustee To
LASALLE NATIONAL TRUST, N.A.
as Trustee under Trust Number 100497
and not personally

GENERAL CINEMA CORP. OF NORTH
WESTERN

By: _____
Name:
Title:

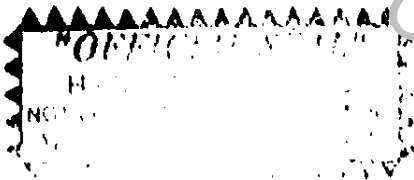
By: *[Signature]*
Name: *W. B. Dorem*
Title: *President*

Property of Cook County Clerk's Office

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, Harriet Henderson, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Joseph W. Lang, personally known to me to be the Sr. Vice President of LaSalle National Bank, is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged the he/~~she~~ signed and delivered said instrument as his/~~her~~ own free will and voluntary act and as the free and voluntary act of said LaSalle National Bank for the uses and purposes therein set forth.

Given under my hand and official seal this 10 day of April, 1998.



Harriet Henderson
Notary Public
My Commission Expires: _____

STATE OF Ill)

COUNTY OF San Joaquin)

I, Don Holcomb, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that William Decker, personally known to me to be the President of General Cinema Theater is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged the (he/she) signed and delivered said instrument as his/her own free will and voluntary act and as the free and voluntary act of said the Company for the uses and purposes therein set forth.

Given under my hand and official seal this 2 day of March, 1998.

Don Holcomb
Notary Public
My Commission Expires: MARCH 19, 2004
MY COMMISSION EXPIRES
MARCH 19, 2004

EXHIBIT A

Legal Description of the Demised Premises

PARCEL 1:

LOTS 1 TO 8, BOTH INCLUSIVE, IN BLOCK 26 IN ALBERT CROSBY AND OTHERS SUBDIVISION OF THE EAST ½ OF THE SOUTH EAST ¼ 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 ½ OF THE SOUTH EAST ¼ 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 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 ½ OF THE SOUTH EAST ¼ 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 NORTHEASTERLY OF AND ADJOINING THE SOUTHWESTERLY LINE OF SAID LOT 6 IN BLOCK 26 IN ALBERT CROSBY AND OTHERS SUBDIVISION, AFOREMENTIONED, PRODUCED NORTHWESTERLY TO THE SOUTHEAST CORNER OF SAID LOT 1 IN F. C. DELAMATER'S RESUBDIVISION, AFOREMENTIONED;

ALL OF THE NORTHWESTERLY AND SOUTHEASTERLY PUBLIC ALLEY LYING SOUTHWESTERLY OF AND ADJOINING THE SOUTHWESTERLY LINE OF LOTS 6, 7 AND 8 IN BLOCK 26 IN ALBERT CROSBY AND OTHERS SUBDIVISION, AFOREMENTIONED, LYING SOUTHWESTERLY OF AND ADJOINING THE

SOUTHWESTERLY LINE OF LOTS 1 TO 4, BOTH INCLUSIVE, IN F. C. DELAMATER'S RESUBDIVISION, AFOREMENTIONED, AND LYING SOUTHWESTERLY OF AND ADJOINING THE SOUTHWESTERLY LINE OF SAID LOT 6 IN BLOCK 26 IN ALBERT CROSBY AND OTHERS SUBDIVISION, AFOREMENTIONED, PRODUCED NORTHWESTERLY TO THE SOUTHEAST CORNER OF SAID LOT 1 IN F. C. DELAMATER'S RESUBDIVISION, AFOREMENTIONED, AND LYING NORTHEASTERLY OF AND ADJOINING THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY AND LYING NORTHWESTERLY OF AND ADJOINING THE EAST LINE OF LOT 8 IN BLOCK 26 IN ALBERT CROSBY AND OTHERS SUBDIVISION, AFOREMENTIONED, PRODUCED SOUTH TO THE NORTHEASTERLY 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 NORTHEASTERLY RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY; LYING EAST OF AND ADJOINING THE EAST LINE OF SAID LOT 8 AND THE EAST LINE OF SAID LOT 8 PRODUCED SOUTH TO THE NORTHEASTERLY 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, ALL IN ALBERT CROSBY AND OTHERS SUBDIVISION, AFOREMENTIONED, ALL IN COOK COUNTY, ILLINOIS.

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 ½ OF THE SOUTH EAST ¼ OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF 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 ¼ OF THE SOUTH EAST ¼ 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 16 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 LOT 32, INCLUSIVE; AND SOUTH OF THE SOUTH LINE OF WEST SCHUBERT AVENUE. IN ALBERT CROSBY AND OTHERS SUBDIVISION, AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

Property Address: 2600 North Western Avenue
Chicago, Cook County, Illinois

Permanent Index Nos.:

- 13-25-414-001
- 13-25-414-002
- 13-25-414-003
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