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Cook County Recorder 87.50



RETURN TO: Box 15
N24-25804-14 NHL 444772

PREPARED BY: LISA MERCHANT
UNUM LIFE INSURANCE
2211 Congress STREET
PORTLAND, MAINE 04122-0590

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RECORDING PURPOSES
ONLY**

13

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

TICOR TITLE INSURANCE

THIS AGREEMENT is made this 22 day of October, 1998, by and among General Cinema Corp. of North Western, an Illinois corporation ("Tenant"), LaSalle National Bank, as Trustee under Trust Agreement dated January 15, 1979 and known as Trust No. 100497 and Northwestern Ventures Limited Partnership (collectively known as "Landlord") and UNUM Life Insurance Company of America, a Maine corporation ("Mortgagee").

WITNESSETH:

WHEREAS, Landlord is the owner and holder of fee simple title in and to certain real property (the "Premises") situated at 2600 North Western Avenue, Chicago, Illinois and described in Exhibit A attached hereto and by this reference made a part thereof; and

WHEREAS, Landlord and Tenant have entered into a Lease Agreement (the "Lease") dated July 28, 1998, demising a part of the Premises (the "Leased Premises"); and

WHEREAS, Landlord is committed to make, execute and deliver to Mortgagee one certain Note (the "Note") dated October 9, 1998, in the principal amount of Four Million Three Hundred Thousand Dollars (\$ 4,300,000) to be secured by a Mortgage and Security Agreement (the "Mortgage") of the Premises of even date with the Note, which Mortgage will be filed for record in the office of the Recorder of Deeds of Cook County, Illinois ("Office"); and

WHEREAS, the Lease will be assigned by Landlord to Mortgagee by an Assignment of Rents, Leases and Other Benefits (the "Assignment"), filed for record in the aforesaid Office prior to the recording of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency whereof are hereby

acknowledged, Tenant, Landlord, and Mortgagee, intending to be legally bound hereby, covenant and agree as follows:

1. The Lease and Tenant's leasehold estate created thereby, shall be and are completely and unconditionally subject and subordinate to the lien of the Mortgage and to all the terms, conditions and provisions thereof, to all advances made or to be made thereunder, and to any renewals, extensions, modifications or replacements thereof, provided, however, all such renewals, extensions, modifications and/or replacements shall be subject to and entitled to the benefits of the terms of this Agreement and that at anytime hereafter, at the election of the Mortgagee, Mortgagee shall have the right to declare the Lease superior to the lien, provisions, operation and effect of the Mortgage.

2. In the event Mortgagee obtains title to the Leased Premises through foreclosure or deed in lieu of foreclosure under the Mortgage and provided that Tenant is not in default (beyond any period given Tenant under the Lease to cure such default) under any provision of the Lease, the right of possession of Tenant to the Leased Premises including any extensions or renewals thereof, in accordance with the terms of the Lease, shall not be affected or disturbed, and Tenant will attorn to the Mortgagee, its successors and assigns and Mortgagee, its successors and assigns, will affirmatively recognize Tenant and the validity of the Lease and all restrictions imposed on the Premises by the Lease, to the same extent and with the same force as if Mortgagee were the Landlord under the Lease. Mortgagee will not join Tenant as party in any action or proceeding for the purpose of terminating tenant's interest in the Lease.

3. Landlord acknowledges and Tenant is aware that by virtue of the Assignment, Mortgagee shall be entitled, but not obligated, to exercise the claims, rights, powers, privileges, options and remedies of the Landlord under the Lease and shall be further entitled to the benefits of, and to receive and enforce performance of, all of the covenants to be performed by Tenant under the Lease as though Mortgagee were named therein as the Lessor.

4. Mortgagee shall not, by virtue of the Assignment or this Agreement, be or become subject to any liability or obligation to Tenant under the Lease or otherwise, until Mortgagee shall have obtained title to the Leased Premises, by foreclosure or otherwise, and then only to the extent of liabilities or obligations accruing subsequent to the date that Mortgagee has obtained title to the Leased Premises. Furthermore, notwithstanding the foregoing to the contrary, Mortgagee shall not be liable for: (a) any breach by Landlord regarding Section 13.2 (Exclusive Use) of the Lease; (b) loss or damages resulting from environmental contamination not caused by Mortgagee; (c) consequential or punitive damages; or (d) for any reason, any amount in excess of the value of Mortgagee's interest in the Premises.

5. Tenant shall not pay an installment of rent or any part thereof more than one month prior to the due date of such installment, and Mortgagee shall be entitled to recover from Tenant, as rent under the Lease any payment of rent or additional rent made by Tenant to Landlord for more than one month in advance, and Mortgagee shall not be bound or affected by any amendment or modification of the Lease that reduces the rent or additional rent or the area of

the Premises, or is otherwise materially adverse to Mortgagee, made without the written consent of Mortgagee, such consent not to be unreasonably withheld or delayed.

6. Tenant shall not agree to a future early buyout agreement of its lease obligations without the prior written consent of Mortgagee. In the event such consent is given, Tenant agrees to deliver the buyout monies in full to Mortgagee.

7. To the extent permitted by law, Tenant and Landlord agree that Mortgagee shall be entitled to all payments made by Tenant under the federal Bankruptcy Code (and/or similar state creditor's rights law) as the result of Tenant rejecting the Lease. To the extent permitted by law, such lease rejection payments shall be made by Tenant directly to Mortgagee.

8. After notice is given to Tenant by Mortgagee, pursuant to the Assignment, that the rentals under the Lease should be paid to Mortgagee, Tenant shall pay to Mortgagee, or in accordance with the directions of Mortgagee, all rentals and other monies due and to become due to the Landlord under the Lease, and Landlord hereby irrevocably authorizes Tenant to make such payments to Mortgagee and Landlord and Mortgagee hereby release and discharge Tenant of, and from any liability, damages or expenses, to Landlord on account of any such claim order or determination that any such amounts be or should have been paid to any other party.

9. This Agreement shall inure to the benefit of and shall be binding upon Tenant, Landlord and Mortgagee, and their respective heirs, personal representatives, successors and assigns. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of Mortgagee, not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Notwithstanding any other provision of this Agreement, however, the subordination and attornment created and/or evidenced by this Agreement, is conditioned upon Mortgagee's commitment to non-disturbance of the Tenant as set forth in Section 2 above. This Agreement shall be governed by and construed according to the laws of the State of Illinois.

10. The Tenant does not engage in the generation, storage, or disposal of hazardous wastes or hazardous substances, in violation of laws relating to the protection of the environment applicable to Tenant's use and occupancy of the Leased Premises, and the Leased Premises are not and shall not be used by Tenant for such purposes. We have received no notice of, and otherwise have no knowledge of, any local, state or federal environmental regulatory action regarding the conduct of our business at the Leased Premises, or the property of Landlord of which the Leased Premises are a part (the "Property"). We agree to send to you a copy of any notice received by us of any pending or threatened environmental regulatory action, and to notify you immediately should we become aware of the release or discharge of any hazardous substances on or in the Leased Premises or, if we're given notice, on the Property.

11. Notices. Any notice given hereunder shall be in writing, shall be signed by the party giving notice, and shall be addressed as follows:

- (a) **If to Mortgagee:**
UNUM Life Insurance Company of America
Investment Division/Real Property Management
2211 Congress Street
Portland, Maine 04122-0590
- (b) **If to Landlord:**
Northwestern Ventures Limited Partnership
c/o Horizons Management Associates, LLC
865 Providence Highway, Suite 202
Dedham, MA 02026
- (c) **If to Tenant:**
General Cinema Corp. of North Western
c/o General Cinema Theatres
1280 Boylston Street, Box 9000
Chestnut Hill, Massachusetts 02167
Attn: Lease Administration

12. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

13. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instruments.

This instrument is executed by LALSALLE NATIONAL BANK, not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by LALSALLE NATIONAL BANK are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LALSALLE NATIONAL BANK by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the day and year first above written.

ATTEST:

TENANT:

By: [Signature]
Secretary

General Cinema Corp. of North Western

By: [Signature]
Name: William B. Doepp
Its: President + CEO

LANDLORD:

LaSalle National Bank, Land Trustee
with 100497 and full power

By: [Signature]
Name: JOSEPH W. LANG
Its: Trustee SR. VICE PRESIDENT

AND ITS SOLE BENEFICIARY:

Northwestern Ventures Limited Partnership,
a Delaware limited partnership

By: Northwestern Ventures, Inc.,
an Illinois corporation / General Partner

ATTEST:

By: [Signature]
Secretary

By: [Signature]
Robert H. Lane
Its: President

MORTGAGEE:

UNUM Life Insurance Company of America

ATTEST:

By: _____
Assistant Secretary

By: _____

STATE OF MA)
)
COUNTY OF Norfolk)ss
)

I, Lisa McGinley, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Bill Dieter President of General Cinema Theatres who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such general partner, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 21 day of October, 1998

[Signature]
Notary Public

My Commission Expires:

MY COMMISSION EXPIRES
MARCH 19, 2004

STATE OF MASSACHUSETTS)
)
COUNTY OF Norfolk)ss
)

I, Gayle R. Smith, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Robert H. Lane, President of Northwestern Ventures, Inc., an Illinois corporation, general partner to Northwestern Ventures Limited Partnership, a Delaware limited partnership ("Beneficiary"), who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such general partner, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited partnership, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22 day of October, 1998

[Signature]
Notary Public

My Commission Expires: June 30, 2000

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98976984

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the day and year first above written.

ATTEST:

TENANT:

General Cinema Corp. of North Western

By: _____
Secretary

By: _____
Name: _____
Its: _____

LANDLORD:

LaSalle National Bank, Land Trustee

By: _____
Name: _____
Its: Trustee

AND ITS SOLE BENEFICIARY:

Northwestern Ventures Limited Partnership,
a Delaware limited partnership

ATTEST:

By: Northwestern Ventures, Inc.,
an Illinois corporation, General Partner


By: _____
Secretary

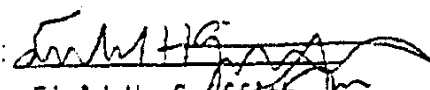
By: _____
Robert H. Lane
Its: President

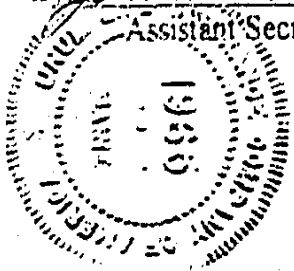
MORTGAGEE:

UNUM Life Insurance Company of America

ATTEST:

By: 
Assistant Secretary

By: 
Field H. Griffin
Second Vice President



STATE OF MAINE)
)ss
COUNTY OF CUMBERLAND)

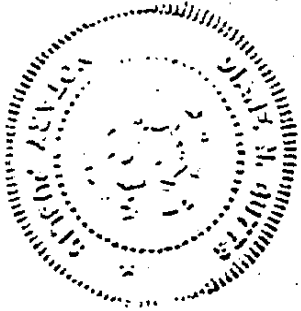
I, Diane N. Butts, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Field H. Griffith Second Vice President of UNUM Life Insurance Company of America, a Maine corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such general partner, appeared before me this day in person and acknowledged that he signed and delivered the 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 21st day of October, 1998.

Diane N. Butts
Notary Public

My Commission Expires:

DIANE N. BUTTS
Notary Public, Maine
My Commission Expires August 9, 2005



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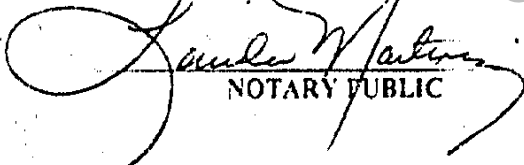
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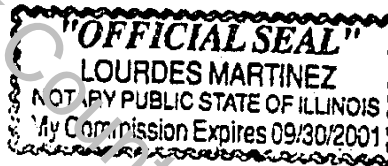
STATE OF ILLINOIS)
)
COUNTY OF COOK)

I Lourdes Martinez, a Notary Public in and for said County in the State aforesaid, **DO HEREBY CERTIFY THAT** Joseph W. Lang, Senior Vice President of LASALLE NATIONAL BANK of said bank personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Senior Vice President respectively, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of said bank, for the uses and purposes therein set forth; and said Officer did also then and there acknowledged that he, as custodian of the Corporate Seal of said Bank, did affix said Corporate Seal of said Bank to said instrument as his own free and voluntary act, as the free and voluntary act of said bank for the uses and purposes therein set forth.

Given under my name and notarial seal this 23rd day of October 1998


NOTARY PUBLIC

My Commission Expires: 09/30/2001



Cook County Clerk's Office

EXHIBIT "A"

FOR

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

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EXHIBIT A

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 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 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

CONTINUED ON NEXT PAGE

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 19, 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 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 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

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DOCUMENT NUMBER 121589151, 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.

TAX #'S 13-25-414-001-004; 009-012

13-25-415-001-011; 013-024

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