



99818303

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This Agreement is made as of August 17, 1999 among LASALLE BANK N.A., a national banking association ("Mortgagee"), whose address is 135 South LaSalle, Chicago, Illinois 60603-3499, Plitt Theaters, Inc-(dba Loews Cineplex) ("Tenant"), whose address is Town & Country Shopping Center, 445 East Palatine Road, Arlington Heights, IL 60004 (Suite 57), and Town & Country Chicago Associates, L~~LC~~, an Ohio limited liability company and/or its assignee(s) ("Landlord"), whose address is c/o Visconsi Companies, Ltd., 360 Corporate Circle, 30050 Chagrin Blvd., Pepper Pike, Ohio 44124-5704, under the following circumstances:

CC 140090 CMB 6-27-8

- A. Glenborough Institutional Fund-I, L.P., a Delaware limited partnership ("Glenborough") is the owner of the premises described on Exhibit A attached to this Agreement (the "Property") and has entered into a Lease dated September 4, 1979 (the "Lease") pursuant to which Tenant leased a portion of the Property (the "Leased Premises") from Glenborough.
- B. Landlord has entered into a Purchase Agreement with Glenborough dated June 30, 1999 for the purchase of the Property (the "Purchase Agreement").
- C. Upon acquisition of the Property by Landlord pursuant to the Purchase Agreement, Glenborough will assign, and Landlord will assume, all of Glenborough's rights and obligations as "landlord" under the Lease.
- D. Mortgagee is about to make a loan to Landlord for acquisition of the Property pursuant to the Purchase Agreement to be secured by a mortgage on the Property (the "Mortgage").
- E. Landlord, Tenant and Mortgagee desire to enter into this Agreement in consideration for the mutual covenants and agreements contained herein. The receipt and sufficiency of that consideration is acknowledged and agreed by the parties.

NOW THEREFORE, the parties agree as follows:

- 1. Provided Tenant is not in default under the terms of the Lease beyond any applicable notice or grace period, the right of possession of Tenant to the Leased Premises shall not be affected or disturbed by Mortgagee in the exercise of any of its rights under the Mortgage or the promissory note secured by the Mortgage. Any sale of the Property pursuant to the exercise of any rights and remedies under the Mortgage or otherwise shall be made subject to Tenant's right of possession under the Lease.
- 2. Tenant shall attorn to Mortgagee or any purchaser of the Property at foreclosure, and the Lease shall continue in accordance with its terms between Tenant and Mortgagee or the purchaser, except that this Agreement shall override any inconsistent provisions of the Lease.

Mail to: Edward Hurduk
Hurduk & DAROFF
25825 SCIENCE PARK Drive Suite 210
Cleveland Ohio 44122



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3. Mortgagee or the purchaser at foreclosure shall not be (a) liable for any act or omission of any prior landlord (including Glenborough), (b) liable for the return of any security deposit not actually received by Mortgagee or the purchaser, (c) subject to any offsets or defenses that Tenant might have against any prior landlord (including Glenborough), (d) bound by any advance payment of rent or additional rent made by Tenant to Glenborough except for rent or additional rent applicable to the then-current month, (e) bound by any amendment or modification of the Lease made without the written consent of Mortgagee, (f) obligated to make any improvements required of the Landlord, or (g) obligated to give any construction or other allowances to Tenant.
4. The Lease shall be subject and subordinate to the lien of the Mortgage and to all of the terms and conditions of the Mortgage, all advances made or to be made under the Mortgage, and any renewals, extensions, modifications or replacements of the Mortgage, including any increases in the secured indebtedness or supplements to the Mortgage.
5. The preceding provisions shall be self-operative. However, Tenant agrees to execute and deliver to Mortgagee, or to any person to whom Tenant has agreed to attorn, such other instrument as either shall reasonably request in order to effectuate these provisions.
6. Tenant will notify Mortgagee at the address specified above, by registered or certified mail, return receipt requested, of any default of Landlord including but not limited to those that would entitle Tenant to cancel the Lease or abate the rent payable under the Lease. Tenant agrees that, notwithstanding any provision of the Lease, no notice of cancellation, nor any abatement, shall be effective unless Mortgagee has received the notice and has failed within 30 days of the date to cure the same or, if the default cannot be cured within 30 days, has failed to commence and to diligently prosecute the cure of Landlord's default which gave rise to such right of cancellation or abatement. Notwithstanding the foregoing, Mortgagee shall not be obligated to cure any such Landlord default.
7. Landlord and Tenant agree that any notice from Mortgagee shall have the same effect under the Lease as any notice to Tenant from Landlord, and Tenant agrees to be bound by that notice notwithstanding the existence or nonexistence of a default under the Mortgage or any dispute regarding the same.
8. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.
9. Tenant agrees that: (a) neither the trustees, directors, officers, employees, agents or shareholders of Mortgagee shall be personally liable hereunder; and (b) Tenant shall look solely to the interest of Mortgagee in the Property for the payment of any claim hereunder or for the performance of any obligation, agreement, contribution or term to be performed or observed by it hereunder or under the Lease or the Mortgage or any other document collateral to this Agreement, the Lease or the Mortgage.

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Subordination, Non-Disturbance and Assignment Agreement
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SIGNED as of the date first written above.

Signed and Acknowledged
In the Presence of:

MORTGAGEE:

LASALLE BANK N.A.,
a national banking association

[Signature]
Print Name Edward A. Hurta
[Signature]
Print Name Rosemarie Condit

By [Signature]
Print Name PERRY D. QUICK
Title VICE PRESIDENT

TENANT:

PLITT THEATRES, INC.

[Signature]
Print Name Juan Olsen
[Signature]
Print Name Barbara Fille - Freeman

a(n) _____
By [Signature]
Print Name Seymour H. Smith
Title Senior Vice President

LANDLORD:

TOWN & COUNTRY CHICAGO ASSOCIATES,
LTD., an Ohio limited liability company

By: Visconsi Employee Holding
Company, LLC, an Ohio limited
liability company, Manager

[Signature]
Print Name Steven K. Rubin
[Signature]
Print Name STEPHEN J. CRAWFORD

By: [Signature]
Dominic A. Visconsi, Jr., Member

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Subordination, Non-Disturbance and Assignment Agreement
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MORTGAGEE:

STATE OF Ohio)
) SS:
COUNTY OF Cuyahoga)

The foregoing instrument was acknowledged before me this 19th day of August, 1999, by Darryl D. Quick, Vice President of LaSalle Bank, N.A., a national banking association, on behalf of the association.

Edward A. Hurtuk
Notary Public EDWARD A. HURTUK, Attorney
Notary Public - State of Ohio
My Commission Has No Expiration Date
Section 147.03 R.C.

TENANT:

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this 12th day of August, 1999, by Seymour H. Smith, _____ of Plitt Theatres, Inc., a(n) Delaware Corp., on behalf of the corporation.

DAVID I. BADAIN
NOTARY PUBLIC, State of New York
No. 02BA24-5010958
Qualified in Westchester County
Commission Expires Apr. 12, 2001

David I. Badain
Notary Public

LANDLORD:

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

The foregoing instrument was acknowledged before me this 18th day of August, 1999, by Dominic A. Visconsi, Jr., as a Member of Visconsi Employee Holding Company, LLC, an Ohio limited liability company, as Manager of Town & Country Chicago Associates, Ltd., an Ohio limited liability company, on behalf of the company.

Stephen J. Crawford
Notary Public

This Instrument Prepared By:
Stephen J. Crawford
Arter & Hadden LLP
1100 Huntington Building
925 Euclid Avenue
Cleveland, Ohio 44115-1475
(216) 696-2025



STEPHEN J. CRAWFORD, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date.
Section 147.03 O. R. C.

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Property of Cook County Clerk's Office



DAVID L. LEON
NOTARY PUBLIC
Cook County, Illinois
Commission Expires 12/31/2010

[Faint handwritten text]

COOK COUNTY CLERK'S OFFICE
100 W. WASHINGTON ST.
CHICAGO, ILL. 60601



EXHIBIT A

LEGAL DESCRIPTION:

PARCEL 1:

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20, AND THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 20, ALL IN TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH 250 FEET OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4, 50 FEET EAST OF THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20; THENCE SOUTH 89 DEGREES, 56 MINUTES 12 SECONDS EAST, ALONG THE NORTH LINE OF SAID 250 FEET, 1,268.62 FEET TO A POINT ON THE EAST LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4, ALSO BEING THE WEST LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE SOUTH 0 DEGREES, 16 MINUTES, 27 SECONDS EAST, ALONG SAID QUARTER SECTION LINE, A DISTANCE OF 205.04 FEET TO A POINT, SAID POINT BEING 44.96 FEET NORTHERLY OF THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE NORTH 46 DEGREES, 56 MINUTES, 25 SECONDS EAST, A DISTANCE OF 165.25 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG A CURVED LINE, CONVEX NORTHERLY, HAVING A RADIUS OF 60 FEET, A DISTANCE OF 66.24 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF DOROTHY AVENUE, 249.37 FEET NORTHEASTERLY OF THE SOUTHWEST CORNER OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE NORTH 46 DEGREES, 56 MINUTES, 25 SECONDS EAST, ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF DOROTHY AVENUE, A DISTANCE OF 492.87 FEET TO A POINT ON A LINE 50 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE CENTER LINE OF RAND ROAD; THENCE NORTH 48 DEGREES, 02 MINUTES, 35 SECONDS WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 735.85 FEET TO THE EAST LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE SOUTH 0 DEGREES, 16 MINUTES, 27 SECONDS EAST, ALONG SAID EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4, 7.33 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE NORTH 89 DEGREES, 57 MINUTES 27 SECONDS WEST, ALONG SAID SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, AND SAID SOUTH LINE EXTENDED WEST, 362.57 FEET TO THE WEST LINE OF THE EAST 33 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE NORTH 0 DEGREES, 16 MINUTES, 02 SECONDS WEST, ALONG SAID WEST LINE OF THE EAST 33 FEET, A DISTANCE OF 187.97 FEET TO THE SOUTH LINE OF PALATINE ROAD; THENCE NORTH 89 DEGREES, 42 MINUTES, 10 SECONDS WEST, ALONG THE SOUTH LINE OF PALATINE ROAD, A DISTANCE OF 864.82 FEET TO AN ANGLE POINT; THENCE SOUTH 39 DEGREES, 07 MINUTES, 47 SECONDS WEST, A DISTANCE OF 48.39 FEET TO A POINT ON A LINE 60 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE SOUTH 0 DEGREES, 14 MINUTES, 48 SECONDS EAST, ALONG SAID PARALLEL LINE, 295 FEET TO A POINT, THENCE NORTH 89 DEGREES, 56 MINUTES, 12 SECONDS WEST, A DISTANCE OF 10 FEET TO A POINT ON A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4; THENCE SOUTH 0 DEGREES, 14 MINUTES, 48 SECONDS EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 600.23 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

12 FOOT DRAINAGE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT GRANT AND MAINTENANCE AGREEMENT RECORDED JUNE 6, 1984 AS DOCUMENT 27117983 FOR STORM WATER DRAINAGE PURPOSES OVER THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE NORTH HALF OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH 250.00 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20, 831.98 FEET WESTERLY OF THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 20 AS MEASURED AT RIGHT ANGLES THERETO; THENCE SOUTH 89 DEGREES 35 MINUTES 37 SECONDS EAST ALONG SAID NORTH LINE OF THE SOUTH 250.00 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 A DISTANCE OF 486.45 FEET TO THE EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE ALONG SAID EAST LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 205.04 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF DOROTHY AVENUE; THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE OF DOROTHY AVENUE SOUTH 47 DEGREES 12 MINUTES 52 SECONDS WEST A DISTANCE OF 16.35 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 204.23 FEET; THENCE NORTH 89 DEGREES 35 MINUTES 37 SECONDS WEST A DISTANCE OF 474.54 FEET; THENCE NORTH 00 DEGREES 24 MINUTES 23 SECONDS EAST A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING.

TAX NO.: 03-20-101-016 VOL. NO.: 232

ADDRESS: 445 EAST PALATINE ROAD, ARLINGTON HEIGHTS, IL

Cook County Clerk's Office