

# UNOFFICIAL COPY



Doc#: 0616432047 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 06/13/2006 10:11 AM Pg: 1 of 10

This instrument prepared by and after recording mail to:

Lesli Falk, Esq.  
DLA Piper Rudnick Gray Cary US LLP  
203 North LaSalle Street, Suite 1900  
Chicago, Illinois 60601

*This space reserved for Recorder's use only.*

STEWART TITLE OF ILLINOIS  
2 N. LaSalle Street  
Suite 624  
Chicago, IL 60602  
312-848-7253

## LEASEHOLD PREMISES ASSIGNMENT AND ASSUMPTION AGREEMENT

(City North)

**THIS LEASEHOLD PREMISES ASSIGNMENT AND ASSUMPTION AGREEMENT** (the "**Assignment**") is entered into effective as of June 8 2006 (the "**Effective Date**") between **AMERICAN MULTI-CINEMA, INC.**, a Missouri corporation, as successor by merger to General Cinema Corp. of North Western and AMC-GCT, Inc. ("**Assignor**"), and **KERASOTES SHOWPLACE THEATRES, LLC**, a Delaware limited liability company ("**Assignee**").

### Recitals

A. WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of April 27, 2006 (the "**Purchase Agreement**"); and

B. WHEREAS, Assignor is a party to a certain Lease Agreement between LaSalle National Bank, Successor Trustee to LaSalle National Trust, N.A. as Trustee under Trust No. 100497, as landlord ("**Landlord**"), and Assignor, as tenant, as amended by that certain Amendment to Lease Agreement dated as of October 22, 1998 (as amended, the "**Leasehold Premises Lease**"). A complete list of the documents constituting the Leasehold Premises Lease is attached hereto as Exhibit A and incorporated herein by this reference, pursuant to which Assignor leases certain premises located in Chicago, Illinois (the "**Leasehold Premises**") as more particularly described in the Leasehold Premises Lease and legally described on the attached Exhibit B; and

C. WHEREAS, in connection with, and subject to, the terms of the Purchase Agreement Assignor desires to assign all of its liabilities, obligations, duties and benefits under the Leasehold Premises Lease and Assignee desires to assume all the liabilities, obligations, duties, and benefits of Assignor under the Leasehold Premises Lease, subject to and conditioned upon the terms provided herein.

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D. Capitalized terms used but not defined herein shall have the same meanings set forth in the Purchase Agreement.

## Agreement

NOW, THEREFORE, in consideration of the promises and other good and valuable consideration set forth herein and in the Leasehold Premises Lease, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Assignment.** Upon the Effective Date, Assignor assigns to Assignee all of Assignor's right, title, and interest as the tenant in, to and under the Leasehold Premises Lease and the Leasehold Improvements.

2. **Assumption.** Subject to the terms and conditions of the Purchase Agreement, upon the Effective Date, Assignee accepts this assignment and hereby assumes all of Assignor's obligations, duties, responsibilities and liabilities as the tenant under the Leasehold Premises Lease to be observed, kept, performed or complied with by Assignor from and after the Effective Date and agrees to succeed to Assignor's obligations and to be bound by the terms and conditions of the Leasehold Premises Lease in all respects as if Assignee was a party to the Leasehold Premises Lease and in lieu of Assignor on and after the Effective Date, such liability to be primary and to be joint and several with the liability of Assignor therefor.

3. **Representations and Warranties.** Assignor hereby represents, warrants and covenants to Assignee as follows:

- (a) Assignor is the lawful owner of the tenant's interest under the Leasehold Premises Lease and the tenant's interest in the Leasehold Improvements, with full right to assign, transfer and convey the same.
- (b) Assignor has complete and unrestricted power and authority to enter into this Assignment and to sell, assign, transfer, and convey its right, title and interest under the Leasehold Premises Lease and in the Leasehold Improvements and Assignor has taken all action necessary or required to make this Assignment enforceable upon Assignor in accordance with its terms.
- (c) Assignor has obtained the consents of all third persons required under the Leasehold Premises Lease in connection with this Assignment.
- (d) To Assignor's knowledge, neither Assignor nor the landlord under the Leasehold Premises Lease has defaulted in any obligations relating to, or arising from, the Leasehold Premises Lease respectively, prior to the Effective Date and Assignor has no actual knowledge of any default relating to, or arising from, the Leasehold Premises Lease prior to the Effective Date.

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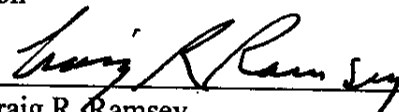
4. **Indemnification Obligations.** The indemnification obligations of Assignor and Assignee are set forth in the Purchase Agreement.
5. **Successors.** This Assignment shall be binding on and inure to the benefit of the parties and their respective successors and assigns.
6. **Severability.** If any term or provision of this Assignment shall be held invalid or unenforceable, the remainder of this Assignment shall not be affected.
7. **Waivers.** No waiver or breach of any covenant or provision shall be deemed a waiver of any other covenant or provision, and no waiver shall be valid unless in writing and executed by the waiving party.
8. **Construction.** Headings are solely for the parties' convenience, are not a part of this Assignment, and shall not be used to interpret this Assignment. The singular form shall include plural and vice versa. This Assignment shall not be construed as if it has been prepared by one of the parties, but rather as if both parties have prepared it.
9. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.
10. **Amendment.** This Assignment may not be amended or altered except by a written instrument executed by Assignor and Assignee.
11. **Further Assurances.** Whenever requested to do so by the other party, each party shall execute, acknowledge and deliver any further assignments, confirmations, satisfactions, release, instruments of further assurance, approvals, consents, and any further instruments or documents that are necessary, expedient or proper to complete any conveyances, transfers, sales and assignments contemplated by this Assignment. In addition, each party shall do any other acts and execute, acknowledge and deliver any requested documents in order to carry out the intent and purpose of this Assignment.
12. **Third Party Rights.** Nothing in this Assignment, express or implied, is intended to confer upon any person, other than the parties and their respective successors and assigns, any rights or remedies.
13. **Joint and Several Liability.** Without limiting the generality of the other provisions of this Assignment, each of Assignor and Assignee agrees that it shall not be released from any of its obligations by any further assignment of the Leasehold Premises Lease or any subletting or licensing of the whole or any part of the Leasehold Premises or any waiver of default or any extension of time or other favors or indulgences granted by Landlord or failure of Assignor or Assignee (as the case may be) to receive notice thereof, each of Assignor and Assignee hereby waiving suretyship defenses generally.
14. **Governing Law.** This Assignment shall be governed and construed in accordance with the laws of the State of Illinois.

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above. The parties have executed this Assignment as of the Effective Date written

**ASSIGNOR:**

AMERICAN MULTI-CINEMA, INC., a Missouri corporation

By:   
Craig R. Ramsey  
Executive Vice President and Chief  
Financial Officer

**ASSIGNEE:**

KERASOTES SHOWPLACE THEATRES, LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Anthony Kerasotes  
Chairman and Chief Executive Officer

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The parties have executed this Assignment as of the Effective Date written above.

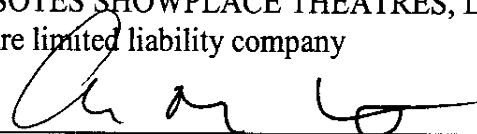
**ASSIGNOR:**

AMERICAN MULTI-CINEMA, INC., a Missouri corporation

By: \_\_\_\_\_  
Craig R. Ramsey  
Executive Vice President and Chief  
Financial Officer

**ASSIGNEE:**

KERASOTES SHOWPLACE THEATRES, LLC, a Delaware limited liability company

By:  \_\_\_\_\_  
Anthony Kerasotes  
Chairman and Chief Executive Officer

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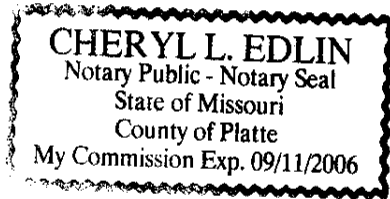
STATE OF MISSOURI     )  
  )ss.  
COUNTY OF JACKSON    )

I, the undersigned, a Notary Public, in and for and residing in said County and State, DO HEREBY CERTIFY that Craig R. Ramsey, as Executive Vice President and Chief Financial Officer of AMERICAN MULTI-CINEMA, INC., a Missouri corporation, 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 he signed and delivered the said instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 7 day of June, 2006.

*Cheryl L. Edlin*  
Notary Public

My commission expires:  
9-11-2006



STATE OF ILLINOIS    )  
  )ss.  
COUNTY OF COOK     )

I, the undersigned, a Notary Public, in and for and residing in said County and State, DO HEREBY CERTIFY that Anthony Kerasotes, of KERASOTES SHOWPLACE THEATRES, LLC, a Delaware limited liability company, 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 he signed and delivered the said instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_ day of June, 2006.

\_\_\_\_\_  
Notary Public





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## EXHIBIT A (Lease Documents)

Letter Agreement dated June 18, 1998, by Northwestern Ventures Limited Partnership, regarding the conveyance of a strip of land to accommodate the widening of Schubert Avenue.

Lease Agreement dated July 28, 1998, between LaSalle National Bank, Successor Trustee to LaSalle National Trust, N.A., as Trustee under Trust Agreement dated January 15, 1979 and known as Trust No. 100497, as landlord, and General Cinema Corp. of North Western, as tenant.

Letter Agreement dated July 27, 1998, by Northwestern Ventures Limited Partnership, regarding relocation and removal of certain utility easements and other easements.

Memorandum of Lease dated July 28, 1998 between LaSalle National Bank, Successor Trustee to LaSalle National Trust, N.A., as Trustee under Trust No. 100497 and General Cinema Corp. of North Western, recorded August 3, 1998 with the Cook County Recorder as document number 98679829 and duplicate original recorded August 3, 1998 as document number 98679830.

Guaranty of Lease by GC Companies, Inc. dated July 23, 1998.

Consent and Reaffirmation of Guaranty dated October 21, 1998.

Amendment to Lease dated October 22, 1998.

Subordination, Non-Disturbance and Attornment Agreement dated October 22, 1998 between General Cinema Corp. of North Western, LaSalle National Bank, as Trustee under Trust Agreement dated January 15, 1979 and known as Trust No. 100497 and Northwestern Ventures Limited Partnership, and UNUM Life Insurance Company of America, recorded October 29, 1998 with the Cook County Recorder as document number 98976984.

Commencement Date Agreement dated October 22, 1998.

Letter Agreement dated April 27, 1999, by General Cinema Corp. of Northwestern, regarding clarification of the definition of "Tax Year".

Notice letter from AMC-GCT, Inc. regarding merger of American Multi-Cinema, Inc. and GC Companies, Inc. to form AMC-GCT, Inc. and dated July 15, 2002.

Assignment and Assumption of Lease Agreement dated February 1, 2006 between AMC-GCT, Inc. and American Multi-Cinema, Inc.

Notice letter from American Multi-Cinema, Inc. regarding merger of AMC-GCT, Inc. into American Multi-Cinema, Inc. and dated April 7, 2006.



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## EXHIBIT B (Legal Description)

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 Albert 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

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 and adjoining 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 in Albert Crosby and Others' Subdivision, aforementioned, all in Cook County, Illinois.

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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 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 the 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 14 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 Lots 24-32, inclusive, and South of the South line of West Schubert Avenue, in Albert Crosby and Others' Subdivision, aforementioned, in Cook County, Illinois.

Excepting from the above noted Parcels 1, 2, 3, 4, 5 and 7 that part of the land taken and used for Schubert Avenue and Western Avenue as shown in Plat of Dedication recorded November 1, 1999 as document 09025155.

Address: 2600 North Western Avenue, Chicago, Illinois.

**PINS:**

13-25-414-001 through 13-25-414-004

13-25-414-009 through 13-25-414-012

13-25-415-001 through 13-25-415-011

13-25-415-013 through 13-25-415-024