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This instrument prepared by:

2 of 2
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After recording, return to:

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EXEMPT PARA. E
35 ILCS 200/31-45

Doc#: 1014831092 Fee: \$54.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/28/2010 02:36 PM Pg: 1 of 10

Date: May 21, 2010

ASSIGNMENT AND ASSUMPTION OF LEASE

(CITY NORTH)

THIS ASSIGNMENT AND ASSUMPTION OF LEASE ("Assignment") is made as of the 21 day of May, 2010 by and among **KERASOTES SHOWPLACE THEATRES, LLC**, a Delaware limited liability company ("**Assignor**") and **SHOWPLACE THEATRES HOLDING COMPANY, LLC**, a Delaware limited liability company ("**Assignee**").

WITNESSETH:

WHEREAS, Assignor is the tenant under that certain lease described on **Exhibit A** attached hereto (as the same may have been modified and/or amended from time to time) (collectively, the "**Lease**") between Assignor and the landlord entity identified in such Lease which relate to and affect the premises identified in **Exhibit A** (the "**Leased Premises**"). The Leased Premises are located on the property legally described on **Exhibit B** attached hereto;

WHEREAS, to effectuate the terms of that certain Unit Purchase Agreement dated December 9, 2009 (the "**Unit Purchase Agreement**") by and among Assignor, Assignee, Kerasotes Showplace Theatres Holdings, LLC, AMC Showplace Theatres, Inc. and American Multi-Cinema, Inc., and that certain Contribution Agreement dated May 24, 2010 (the "**Contribution Agreement**") by and between Assignor and Assignee, Assignor is required to assign all of its right, title and interest in, to and under the Lease to Assignee;

STEWART TITLE COMPANY
Commercial Division
2 N. LaSalle St., Suite 1400
Chicago, IL 60602
312-849-4400
103 21700

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WHEREAS, Assignor desires to assign to Assignee all of its right, title and interest, as the tenant under the Lease, effective from and after 11:59 p.m. C.S.T., May 24, 2010 (the “**Effective Date**”), and Assignee desires to accept said assignment and assume all of the obligations of Assignor under the Lease;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. Incorporation of the Recitals; Inconsistency. The foregoing recitals are incorporated herein and shall constitute an integral part of this Assignment, and this Assignment shall be construed within the context thereof. In the event of any conflict or inconsistency between the terms of this Assignment and the Unit Purchase Agreement or Contribution Agreement, the Unit Purchase Agreement or Contribution Agreement, as applicable, shall govern and control in all instances.

2. Assignment of the Lease. Assignor hereby assigns, conveys, transfers and delivers unto Assignee all of Assignor’s right, title, interest and obligations as the tenant in, to and under the Lease.

3. Assumption of the Lease. Assignee hereby accepts the assignment set forth herein and assumes all of the obligations of Assignor under the Lease. Without limiting the foregoing, Assignee assumes all obligations and performance of the tenant under the Lease, whether such obligations and/or performance arise prior to, contemporaneously with or after the Effective Date. Assignee hereby ratifies and confirms, and agrees to be bound by, all decisions, approvals and confirmations made and agreed to by Assignor with respect to the Lease prior to the date hereof. Nothing contained in this Assignment shall be deemed to amend, modify, or alter in any way the terms, covenants and conditions set forth in the Lease. Assignee hereby agrees to assume and fully perform all of the obligations of Assignor under the Lease.

4. Binding Effect. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware.

6. Entire Agreement. This Assignment embodies the complete agreement of the parties hereto with respect to the subject matter hereof, and cannot be altered, amended or modified except by their written agreement.

7. Execution in Counterparts and Faxed Signatures. This Assignment may be executed in any number of counterparts, any or all of which may contain the signature of only one of the parties, and all of which shall be construed together as a single instrument, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered to Assignor and Assignee. Faxed signatures affixed hereto are deemed to be original signatures.

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8. Headings. Section headings contained herein are for convenience of reference only, and shall not govern the interpretation of any of the provisions contained herein.

[SIGNATURE PAGE FOLLOWS]

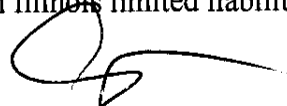
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IN WITNESS WHEREOF, the parties by their duly authorized officers have caused this Assignment to be executed as of the day and year first above written.


ASSIGNOR:

KERASOTES SHOWPLACE THEATRES, LLC, an Illinois limited liability company


By: _____
Anthony Kerasotes, Chairman and
Chief Executive Officer

ASSIGNEE:

SHOWPLACE THEATRES HOLDING COMPANY, LLC, a Delaware limited liability company


By: _____
Anthony Kerasotes, President

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

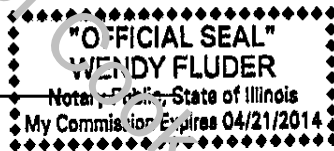
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Anthony Kerasotes, President of SHOWPLACE THEATRES HOLDING COMPANY, LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the attached Quit Claim Deed, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 21 day of May, 2010.

Wendy Fluder
Notary Public

My Commission Expires:

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

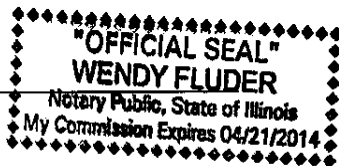


I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Anthony Kerasotes, Chairman and Chief Executive Officer of KERASOTES SHOWPLACE THEATRES, LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the attached Quit Claim Deed, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 21 day of May, 2010.

Wendy Fluder
Notary Public

My Commission Expires:



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EXHIBIT A

LIST OF LEASED PREMISES

8144	CHICAGO - CITY NORTH 14	2600 N. Western Avenue	Chicago	IL	60647
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Lease Agreement dated July 28, 1998 between LaSalle National Trust, N.A., as Trustee Under Trust No. 100497, as landlord and General Cinema Corp. of North Western, an Illinois corporation, as tenant, as amended

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EXHIBIT B

PARCEL 1:

LOTS 1 TO 8, BOTH INCLUSIVE, IN BLOCK 26 IN ALBERT CROSBY AND OTHERS SUBDIVISION OF THE EAST 1/2 OF THE SOUTH EAST 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 SOUTH EAST 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 SOUTH EAST 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

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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 LOT 3 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 1/2 OF THE SOUTH EAST 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 SOUTH EAST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

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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.

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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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- 13-25-414-009
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