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Doc#: 1018710035 Fee: \$52.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/06/2010 02:53 PM Pg: 1 of 9

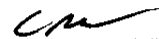
This instrument prepared by:

Hogan & Hartson L.L.P.
500 South Grand Avenue, 19th Floor
Los Angeles, California 90071
Attn: Allen W. Hubsch, Esq.

After recording return to:

Hogan & Hartson L.L.P.
500 South Grand Avenue, 19th Floor
Los Angeles, California 90071
Attn: Allen W. Hubsch, Esq.

EXEMPT PARA. E
35 ILCS 200/31-45


Date: May 24, 2010

NCS-442250-S
1 of 3 HV DEL

(Space above this line for Recorder's use)

ASSIGNMENT AND ASSUMPTION OF LEASE
(City North 14, Chicago, Illinois)
SPHC to Holdco

This ASSIGNMENT AND ASSUMPTION OF LEASE (this "Agreement") is made as of May 24, 2010 between SHOWPLACE THEATRES HOLDING COMPANY, LLC, a Delaware limited liability company ("Assignor"), and CN/WEBSTER HOLDINGS, LLC, a Delaware limited liability company ("Assignee").

RECITALS

A. Assignor is the current tenant under that certain Lease Agreement dated July 28, 1998 (the "Original Lease") between LaSalle National Trust, N.A., as Trustee Under Trust No. 100497, as landlord ("Original Landlord"), and General Cinema Corp. of North Western, an Illinois corporation, as tenant ("Original Tenant"). A Memorandum of Lease dated as of July 28, 1998 (the "Memorandum of Lease") between Original Landlord and Original Tenant was recorded on August 3, 1998 as Instrument No. 98-670829 and re-recorded as Instrument No. 98-670830.

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B. On or about March 28, 2002, Original Tenant merged with and into AMC-GCT, Inc., a Delaware corporation ("AMC-GCT"), with AMC-GCT as the surviving corporation. On or about March 30, 2002, AMC-GCT merged with and into American Multi-Cinema, Inc., a Missouri corporation ("AMCI"), with AMCI as the surviving corporation. AMCI assigned its interest in the Original Lease, as theretofore amended, to Kerasotes Showplace Theatres, LLC, a Delaware limited liability company ("KST"), pursuant to that certain Leasehold Premises Assignment and Assumption Agreement dated June 8, 2006 between AMCI, as assignor, and KST, as assignee, a copy of which was recorded on June 13, 2006 as Instrument No. 06-16432047 and re-recorded on June 22, 2006 as Instrument No. 06-17334022. An Amended and Restated Memorandum of Lease dated June 8, 2006 between Chicago Title Land Trust Company, as successor trustee, as landlord, and Kerasotes Showplace Theatres, LLC, a Delaware limited liability company, as tenant, was recorded on June 13, 2006 as Instrument No. 06-16432048. Effective immediately prior hereto, KST assigned its interest in the Original Lease, as theretofore amended, to Assignor pursuant to an Assignment and Assumption Agreement dated as of the date hereof between KST, as assignor, and Assignor, as assignee, recorded on May 28, 2010 as Instrument No. 10-14831092. The Original Lease, as heretofore amended, and as so assigned, is referred to herein collectively as the "Lease".

C. The premises demised by the Lease (the "Premises") are located on the real property described on Exhibit A attached hereto.

D. Pursuant to Section 14.1 of the Lease, Assignor may assign the Lease without the landlord's consent provided that the assignee assumes the Lease.

E. Reference is hereby made to that certain Unit Purchase Agreement dated as of May 14, 2010 (the "Unit Purchase Agreement") between Assignor, Regal Cinemas, Inc. and the other parties thereto. All initially capitalized terms used but not defined herein shall have meanings ascribed to them in the Unit Purchase Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee each hereby agree as follows:

1. Assignment. Effective as of the Effective Time, Assignor hereby assigns and transfers to Assignee all of Assignor's right, title, and interest in and to the Lease and the Premises.

2. Assumption. Effective as of the Effective Time, Assignee hereby assumes and agrees to keep, observe and perform all of the agreements, conditions, covenants, terms of the Lease on the part of tenant to be kept, observed and performed, and shall be and become primarily liable, jointly and severally, for the nonperformance thereof accruing from said date.

3. Unit Purchase Agreement. This Agreement, the Unit Purchase Agreement and the other instruments and agreements referenced herein or therein constitute the entire agreement between Assignor and Assignee with respect to the subject matter hereof. Nothing contained herein shall modify or amend the terms of the Unit Purchase Agreement. Without limiting the generality of

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the foregoing, nothing contained herein shall relieve or release either Assignor or Assignee from any of their respective covenants, obligations, duties, representations, warranties or indemnities under the Unit Purchase Agreement or any other instrument or agreement to which they are a party or by which they are bound, it being the intention of the parties that such covenants, obligations, duties, representations, warranties and indemnities shall survive the execution and delivery of this Agreement except to the extent otherwise expressly provided in the Unit Purchase Agreement.

4. Miscellaneous. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware without regard to conflicts-of-law principles that would require the application of any other law. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions hereof. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same instrument. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Assignee may, but shall not be obligated to, record this instrument in the real property records of the county or counties in which the Premises are located, and in such other place or places as it reasonably deems appropriate.

[signature page follows]

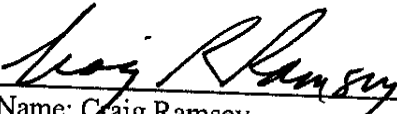
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IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the date first above written.

ASSIGNOR:

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


By: AMC ShowPlace Theatres, Inc., a Delaware corporation, its sole member

By: 
Name: Craig Ramsey
Title: Executive Vice President and Chief Financial Officer

ASSIGNEE:

CN/WEBSTER HOLDINGS, LLC, a Delaware limited liability company

By: AMC ShowPlace Theatres, Inc., a Delaware corporation, its sole member

By: 
Name: Craig Ramsey
Title: Executive Vice President and Chief Financial Officer

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STATE OF MISSOURI)
)
COUNTY OF JACKSON)

I, the undersigned, a notary public in and for said County and State aforesaid, DO HEREBY CERTIFY, that Craig R. Ramsey, personally known to me to be the Executive Vice President and Chief Financial Officer of AMC ShowPlace Theatres, Inc., a Delaware corporation, and the Sole Member of Showplace Theatres Holdings Company, LLC, a Delaware limited liability company, personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Executive Vice President and Chief Financial Officer of AMC ShowPlace Theatres, Inc., he signed and delivered the said instrument of said Showplace Theatres Holdings Company, LLC (the "Company"), pursuant to the authority given by the Sole Member of said Company, as a free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 21st day of May, 2010.

Cheryl L. Edlin
Cheryl L. Edlin, Notary Public
Commission No. 06469686

My commission expires: September 11, 2010



STATE OF MISSOURI)
)
COUNTY OF JACKSON)

I, the undersigned, a notary public in and for said County and State aforesaid, DO HEREBY CERTIFY, that Craig R. Ramsey, personally known to me to be the Executive Vice President and Chief Financial Officer of AMC ShowPlace Theatres, Inc., a Delaware corporation, and the Sole Member of CN/Webster Holdings, LLC, a Delaware limited liability company, personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Executive Vice President and Chief Financial Officer of AMC ShowPlace Theatres, Inc., he signed and delivered the said instrument of said CN/Webster Holdings, LLC (the "Company"), pursuant to the authority given by the Sole Member of said Company, as a free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 21st day of May, 2010.

Cheryl L. Edlin
Cheryl L. Edlin, Notary Public
Commission No. 06469686

My commission expires: September 11, 2010



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EXHIBIT A
City North
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 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 ALBERT CROSBY AND OTHERS

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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 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.

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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 PLAT OF DEDICATION 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.

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 NUMBER 09025155.

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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
- 13-25-414-004
- 13-25-414-009
- 13-25-414-010
- 13-25-414-011
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