

# UNOFFICIAL COPY

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## ASSIGNMENT AND ASSUMPTION OF LEASE

1988

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (the "Assignment") is made and entered into as of the 3rd day of November, 1988, by and between EVERGREEN THEATRE CORPORATION, an Illinois corporation, ("Assignor"), and LOEWS CHICAGO CINEMAS, INC., an Illinois corporation ("Assignee").

### W I T N E S S E T H:

WHEREAS, Evergreen Plaza Associates, an Illinois limited partnership, successor-in-interest to The Evergreen Park Shopping Plaza of Delaware, Inc., as landlord ("Landlord"), and Assignor, as tenant, entered into a lease agreement dated November 15, 1963, a memorandum of which lease was recorded January 8, 1964 as document 1907218, as supplemented and amended by Supplemental Agreement dated November 12, 1964 and recorded November 20, 1964 as document 19308828, Amendment of Lease dated October 1, 1977, Letter Agreement dated June 15, 1985 and Second Amendment to Lease dated July 1, 1988 (the "Lease"), covering certain premises located at 9740 South Western Avenue, Evergreen Park, Illinois 60642, which premises are depicted on the plot plan attached hereto as Exhibit A and which premises are located on the real property legally described on Exhibit B attached hereto; and

WHEREAS, an amended and restated memorandum of the Lease dated November 3rd, 1988, was recorded in the Recorder's Office of Cook County, Illinois on November 3, 1988 as Document 88508081,

and

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WHEREAS, Assignor wishes to assign all of its right, title and interest in and to the Lease to Assignee, upon the terms and conditions as hereinafter set forth; and

WHEREAS, Assignee desires to take an assignment of the Lease, upon the terms and conditions as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

1. Assignment of Lease. Assignor hereby assigns, grants, conveys and quitclaims all of its right, title and interest in and to the Lease to Assignee, its successors and assigns from the date hereof for all of the remaining term of the Lease, including all renewals and extensions thereof. Assignor also irrevocably assigns to Assignee all of its right, title and interest in and to (i) any and all insurance or real estate tax impounds, credits and deposits and (ii) any and all security deposits held in escrow by Landlord or third parties pursuant to the Lease.

2. Assumption of Tenant's Obligations. Assignee hereby assumes and agrees to be bound by and perform all of the terms, covenants, agreements, conditions and provisions of the Lease on the part of Assignor to be honored, observed and/or performed with respect to facts or events occurring after the date hereof. In consideration of Landlord's consent to this Assignment, Assignee expressly agrees that the foregoing sentence shall inure to the benefit of Landlord as a third-party beneficiary of

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this Assignment and Assumption Agreement and that Landlord may enforce its remedies under the Lease directly against Assignee.

3. Tenant's Address for Notices. As of the date hereof, Assignee's address for notices under the Lease shall be:

Loews Chicago Cinemas, Inc.  
c/o Columbia Pictures Entertainment, Inc.  
711 Fifth Avenue  
New York, New York 10022  
Attention: General Counsel

with a copy to:

Loews Theatre Management Corp.  
400 Plaza Drive  
Secaucus, New Jersey 07094  
Attention: Seymour Smith, Esq.

and

Columbia Pictures Entertainment, Inc.  
711 Fifth Avenue  
New York, New York 10022  
Attention: General Counsel

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed under proper authority as of the day and year first written above.

Attest: [Signature]  
Its: Secretary  
Print name: Louis Marks

ASSIGNOR:

EVERGREEN THEATRE CORPORATION, an Illinois Corporation

By: [Signature]  
Its: President  
Print Name: Martin Rosenfield

ASSIGNEE:

LOEWS CHICAGO CINEMAS, INC., an Illinois corporation

By: [Signature]  
Its: Sr. Vice President  
Print Name: Winston G. Van Buitenen

COOK COUNTY CLERK'S OFFICE  
1928 NOV - 3 PM 3:56

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## ACKNOWLEDGMENT OF ASSIGNOR

STATE OF ILLINOIS    )  
                                  ) SS.  
COUNTY OF COOK     )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that Martin Rosenfield and Louis Marks, personally known to me to be the President and Secretary, respectively, of EVERGREEN THEATRE CORPORATION, an Illinois corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 3rd day of November, 1988.

Janette Bernis  
Notary Public

My Commission Expires 11/25/89.

Notary Public, Cook County Clerk's Office

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ACKNOWLEDGMENT OF ASSIGNEE

STATE OF ILLINOIS     )  
                                  )     SS.  
COUNTY OF COOK        )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that Winston C Van Buitenen

and \_\_\_\_\_, personally known to me to be the  Sr. Vice President and \_\_\_\_\_ Secretary, respectively, of LOEWS CHICAGO CINEMAS, INC., an Illinois corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and ~~separately~~ acknowledged that as such  Sr. Vice President and \_\_\_\_\_ Secretary, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as ~~their~~ free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 3rd day of November, 1988.

Martha Bernier  
Notary Public

My Commission Expires 11/25/87.

COOK COUNTY Clerk's Office

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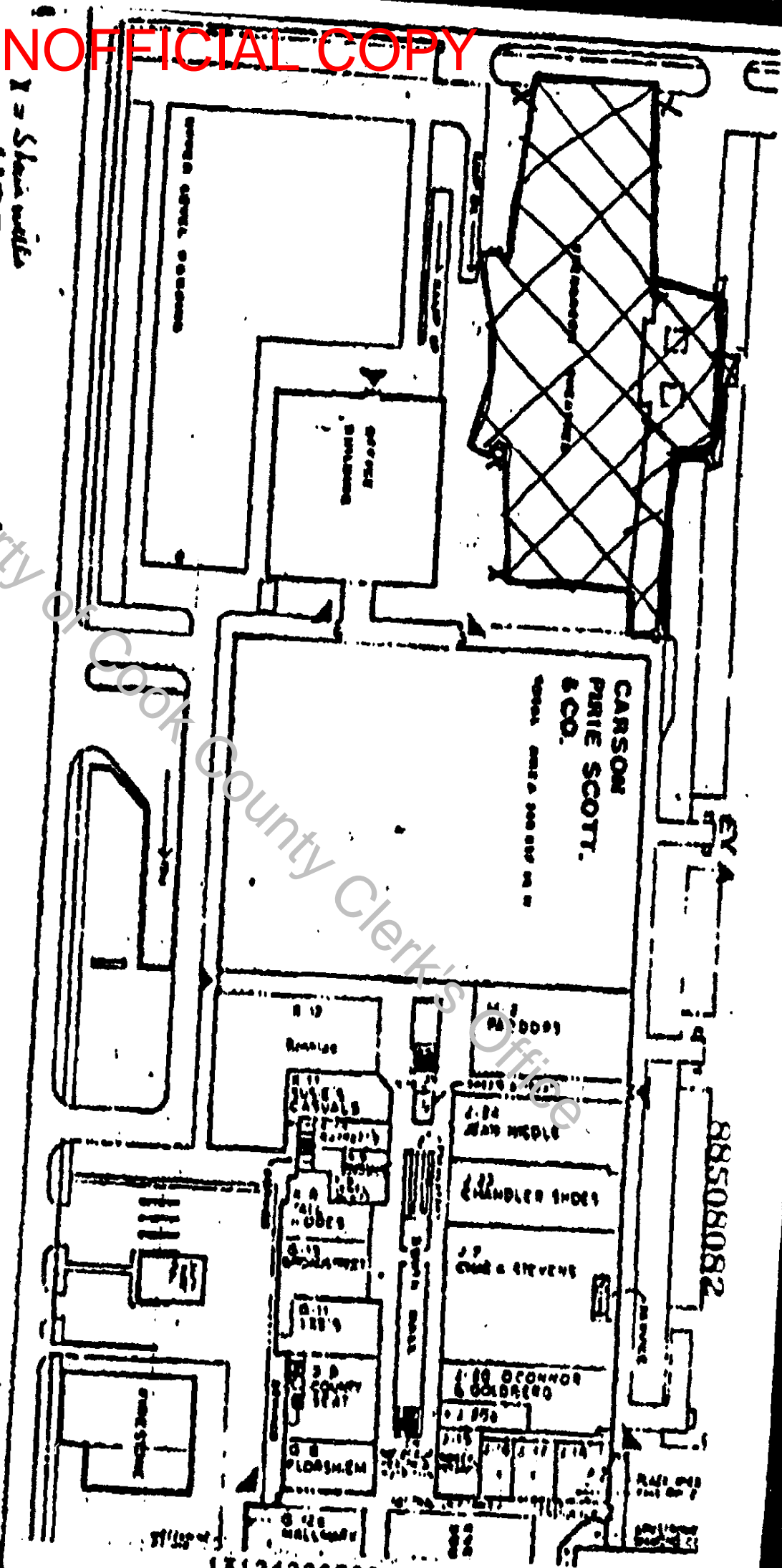
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EXHIBIT

X = Show walls

UPPER LEVEL LEASE PLAN

SCALE 1" = 100'-0"



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EXHIBIT B

Legal Description

THAT PART OF LOT "A", INCLUDING ALL BUILDINGS, STAIRWAYS, COLUMNS, FOOTINGS AND SUPPORTS AND OTHER IMPROVEMENTS (EXCLUDING THE PORTION OF SHOPPING CENTER PARKING RAMP UNDERLYING A PORTION OF THE FRONT STAIRWAY) BEING A PARCEL OF LAND IN LOT "A" OF THE PLAT OF CONSOLIDATION OF ARTHUR RUBLOFF'S EVERGREEN PLAZA, CONSISTING OF SUNDRY PARCELS OF LAND IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID PARCEL OF LAND BEING BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING ON THE EAST LINE OF SAID LOT "A" AT A POINT 21.31 FEET NORTH FROM THE SOUTHEAST CORNER OF SAID LOT "A" AND RUNNING THENCE WEST ALONG A LINE PERPENDICULAR TO SAID EAST LOT LINE, A DISTANCE OF 277.91 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 17.72 FEET, TO THE SOUTHEAST CORNER OF SAID PARCEL OF LAND AND THE POINT OF BEGINNING FOR THE DESCRIPTION THEREOF; THENCE SOUTH 20 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 147.33 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 132.36 FEET; THENCE NORTH 69 DEGREES 53 MINUTES 31 SECONDS WEST, A DISTANCE OF 25.21 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 5.10 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECOND EAST, A DISTANCE OF 106.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 5.20 FEET; THENCE NORTH 81 DEGREES 07 MINUTES 10 SECONDS EAST, A DISTANCE OF 23.86 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 133.18 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 24.40 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 30.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 122.93 FEET; THENCE SOUTH PERPENDICULAR TO THE LAST DESCRIBED COURSE, A DISTANCE OF 353.89 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

P.I. Number: 24-12-236-001  
Street Address: 9740 S. Western Avenue  
Evergreen Park, IL 60642

This instrument was prepared by  
and after recording, mail to:

Maureen A. Dowd  
Kirkland & Ellis  
200 East Randolph Drive  
Chicago, Illinois 60601

Box 289

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