



SO ORDERED.

SIGNED this 30th day of November, 2012.

Dale L. Somers

Dale L. Somers
United States Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF KANSAS**

In re:)	
)	
)	
DICKINSON THEATRES, INC.,)	Case No. 12-22602
a Kansas corporation,)	
)	Chapter 11
Debtor.)	

**ORDER REGARDING MOTION BY DEBTOR SEEKING AUTHORITY
TO REJECT CERTAIN UNEXPIRED LEASES**
(Docket No. 24)

This matter comes before the Court on the Motion dated September 22, 2012, (the "Motion") (*Docket No. 24*), of Dickinson Theatres, Inc. (the "Debtor"), seeking authorization for the rejection of certain unexpired leases pursuant to 11 U.S.C. §365(a); after appropriate notice of the Motion having been provided to the United States Trustee for the District of Kansas, the Debtor's secured creditors, the twenty largest unsecured creditors, and the parties to the leases at issue; and it appearing that no other or further notice need be provided; and the Court after review of the Motion, a review of the record and being duly advised of the agreements among

Debtor and the various landlords; and after due deliberation and sufficient cause appearing therefore, it is

ORDERED, ADJUDGED AND DECREED that the Debtor is authorized to assume the amended and restated lease for a movie theatre located at 3100 Highway 365 Space 25, Port Arthur, Texas 77642, commonly known as the Port Arthur Central Mall 10 Theatre (the "Port Arthur Lease"). A true and correct copy of the Amended and Restated Lease is attached hereto and incorporated herein as **Exhibit A**.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that pursuant to the Stipulations¹ entered into between the parties, the Debtor shall have until the Effective Date of the Amended Plan to determine whether to assume the lease which pertains to an operating movie theatre located at 501 North Main #102, Muskogee, Oklahoma 74401, commonly known as the Arrowhead Mall 10 Theatre (the "Arrowhead Lease"), the lease that pertains to an operating movie theatre located at 1935 North Signal Butte, Mesa, Arizona 85209, commonly known as the Gateway 12 IMAX Theatre (the "Gateway Lease") and the lease that pertains to an operating movie theatre located at 17825 Chenal Parkway, Little Rock, Arkansas, commonly known as the Chenal 9 IMAX Theatre (the "Chenal Lease").

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Debtor shall have until the Effective Date of the Amended Plan to determine whether to assume leases which pertain to an operating movie theatre located at 1500 East 11th Street, Hutchinson, Kansas 67504, commonly known as the Mall 8 Hutchinson Theatre (the "Hutchinson Lease") and to an operating movie theatre located at 3207 W. 12th Street, Hastings, Nebraska 68901, commonly known as the Imperial 3 Theatre (the "Hastings Lease"). Debtor and the landlord of the

¹ See Docket No. 250, Docket No. 251 and Docket No. 252.

Hutchinson Lease and Hastings Lease (the "Hutchinson/Hastings Landlord") have been in negotiations for a possible modification of the Hutchinson Lease and the Hastings Lease, but have not been able to finish those negotiations prior to the Confirmation Hearing. Debtor has requested the Hutchinson/Hastings Landlord enter into a Stipulation to extend the deadline to assume or reject the Hutchinson Lease and the Hastings Lease, and the Hutchinson/Hastings Landlord does not necessarily oppose entering into said stipulation. However, the Hutchinson/Hastings Landlord is awaiting authority from its lender and legal department to enter into the proposed stipulation. Accordingly, pursuant to Section 365(d)(4)(B)(i), and notwithstanding Article 8.1 of the Amended Plan and Exhibit A to the Amended Plan and Section 365(d)(4)(A) of the Bankruptcy Code, and for good cause shown, Debtor shall have until the Effective Date of the Amended Plan to determine whether to assume the Hutchinson Lease and the Hastings Lease.

###

Order prepared by:

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SHOPPING CENTER: Central Mall, Port Arthur, Texas

LANDLORD: GG&A Central Mall Partners, L.P., as successor in interest to
Central Mall Joint Venture Limited Partnership

TENANT: Dickinson Theatres, Inc.

SPACE NUMBER: 25

*Heating
on 2 g/f
to be approved
by COMS.*

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Table of Contents

	<u>Page</u>
ARTICLE I	FUNDAMENTAL LEASE PROVISIONS AND EXHIBITS1
Section 1.01	Fundamental Lease Provisions1
Section 1.02	Effect of Reference to Fundamental Lease Provisions3
Section 1.03	Exhibits3
Section 1.04	Bankruptcy Court Approval.....3
Section 1.05	Cure Claims4
Section 1.06	Rent Reduction; Reinstatement.....4
ARTICLE II	GRANT AND TERM5
Section 2.01	Leased Premises5
Section 2.02	Use of Additional Area5
Section 2.03	Layout of Shopping Center.....5
Section 2.04	Term.....5
Section 2.05	Lease Year Defined.....6
Section 2.06	Obligation of Landlord Before Lease Term Begins6
Section 2.07	Obligations of Tenant Before Lease Term Begins6
Section 2.08	Failure of Tenant to Open.....6
Section 2.09	Excuse of Landlord's Performance.....6
Section 2.10	Joint Opening.....6
Section 2.11	Statement.....7
ARTICLE III	LANDLORD'S CONSTRUCTION AND FINANCING OF IMPROVEMENTS7
Section 3.01	Landlord's Obligation.....7
Section 3.02	Parking Facilities7
Section 3.03	Changes and Additions to Buildings.....7
Section 3.04	Financing.....7
Section 3.05	Right to Relocate.....7
ARTICLE IV	TENANT'S CONSTRUCTION8
Section 4.01	Construction by Tenant.....8
Section 4.02	Landlord's Contribution.....8
Section 4.03	Additional Tenant's Work9

Table of Contents
(continued)

	<u>Page</u>
Section 4.04 Plans and Specifications	9
Section 4.05 Ownership of Improvements.....	10
Section 4.06 General Requirements.....	10
Section 4.07 Future Alterations	12
ARTICLE V RENT	13
Section 5.01 The Rent.....	13
Section 5.02 Payment of Rent.....	15
Section 5.03 Percentage Rent	15
Section 5.04 Dishonored Payment.....	15
Section 5.05 'Gross Sales' Defined	16
Section 5.06 Taxes	16
Section 5.07 Trash Charges	17
Section 5.08 Sprinkler System.....	17
Section 5.09 Additional Rent.....	17
Section 5.10 Accord and Satisfaction	17
Section 5.11 Interest.....	18
Section 5.12 Late Charge	18
Section 5.13 Payment of Rent.....	18
ARTICLE VI RECORDS, BOOKS OF ACCOUNT AND AUDIT	18
Section 6.01 Tenant's Records and Landlord's Right to Examine Books.....	18
Section 6.02 Reports by Tenant and Audit	19
ARTICLE VII PARKING AND COMMON USE AREA AND FACILITIES	20
Section 7.01 Common Areas	20
Section 7.02 License	20
Section 7.03 Employees' Parking	21
ARTICLE VIII COST AND MAINTENANCE OF COMMON AREA.....	21
Section 8.01 Expense of Operating and Maintaining the Common Facilities	21
Section 8.02 Tenant's Share of Expenses	21
ARTICLE IX UTILITIES AND SERVICES	22

Table of Contents
(continued)

	<u>Page</u>
Section 9.01 Heating and Air-Conditioning	22
Section 9.02 Interruption of Service	22
Section 9.03 Domestic Water	23
Section 9.04 Utility Charges; Additional Utility Charges	23
Section 9.05 Compactor System	23
ARTICLE X CONDUCT OF BUSINESS BY TENANT	24
Section 10.01 Use of Premises	24
Section 10.02 Prompt Occupancy and Use	24
Section 10.03 Conduct of Business	24
Section 10.04 Operation by Tenant	24
Section 10.05 Painting, Decorating and Displays	25
Section 10.06 Retail Restriction Limit	26
Section 10.07 Tenant's Negative Covenants	26
Section 10.08 Violation of Law	27
ARTICLE XI MAINTENANCE OF LEASED PREMISES	27
Section 11.01 Maintenance by Tenant	27
Section 11.02 Maintenance by Landlord	28
Section 11.03 Surrender of Premises	28
ARTICLE XII SIGNS, AWNINGS, CANOPIES, FIXTURES, ALTERATIONS	28
Section 12.01 Installation by Tenant	28
Section 12.02 Removal and Restoration by Tenant	28
Section 12.03 Tenant Shall Discharge All Liens	29
Section 12.04 Signs, Awnings and Canopies	29
ARTICLE XIII INSURANCE AND INDEMNITY	29
Section 13.01 Liability Insurance	29
Section 13.02 Fire Insurance	30
Section 13.03 Insurance, Tenant's Operation	30
Section 13.04 Increase in Insurance Premiums	31
Section 13.05 Indemnification of Landlord	31
ARTICLE XIV OFFSET STATEMENT, ATTORNMEN, SUBORDINATION	31

Table of Contents
(continued)

	<u>Page</u>
Section 14.01 Offset Statement.....	31
Section 14.02 Attornment.....	32
Section 14.03 Subordination and Attornment.....	31
Section 14.04 Attorney-in-Fact.....	32
ARTICLE XV ASSIGNMENT, SUBLETTING AND CONCESSIONS	32
Section 15.01 Consent Required.....	32
Section 15.02 Corporate Ownership.....	33
ARTICLE XVI MARKETING EFFORTS	33
ARTICLE XVII SECURITY DEPOSIT.....	33
Section 17.01 Amount of Deposit.....	33
Section 17.02 Use and Return of Deposit.....	33
Section 17.03 Transfer of Deposit	33
ARTICLE XVIII DAMAGE AND DESTRUCTION.....	34
Section 18.01 Total or Partial Destruction.....	34
Section 18.02 Partial Destruction of Shopping Center Area	34
ARTICLE XIX EMINENT DOMAIN	35
Section 19.01 Condemnation.....	35
Section 19.02 Damages.....	35
ARTICLE XX DEFAULT BY TENANT AND REMEDIES	35
Section 20.01 Right to Re-enter.....	35
Section 20.02 Right to Relet.....	36
Section 20.03 Legal Expenses	37
Section 20.04 Waiver of Jury Trial and Counterclaims.....	37
Section 20.05 Waiver of Rights of Redemption.....	37
ARTICLE XXI DEFAULT BY LANDLORD.....	38
Section 21.01 Default Defined, Notice.....	38
Section 21.02 Notice to First Mortgagee	38
ARTICLE XXII TENANT'S PROPERTY.....	38
Section 22.01 Taxes on Leasehold.....	38
Section 22.02 Assets of Tenant.....	38

Table of Contents
(continued)

	<u>Page</u>
Section 22.03 Loss and Damages	39
Section 22.04 Notice by Tenant.....	39
Section 22.05 Mutual Release.....	39
ARTICLE XXIII ACCESS BY LANDLORD.....	39
Section 23.01 Right of Entry	39
Section 23.02 Excavation.....	40
ARTICLE XXIV HOLDING OVER, SUCCESSORS	40
Section 24.01 Holding Over	40
Section 24.02 Successors.....	40
ARTICLE XXV QUIET ENJOYMENT.....	40
Section 25.01 Landlord's Covenant.....	40
ARTICLE XXVI HAZARDOUS MATERIALS	41
Section 26.01 Hazardous Materials	40
ARTICLE XXVII MISCELLANEOUS..	41
Section 27.01 Waiver.....	41
Section 27.02 Entire Agreement.....	42
Section 27.03 No Partnership	42
Section 27.04 Force Majeure	42
Section 27.05 Submission of Lease	43
Section 27.06 Notices	43
Section 27.07 Captions and Section Numbers.....	43
Section 27.08 Landlord and Tenant Defined	43
Section 27.09 Joint and Several Liability	44
Section 27.10 Limitation of Liability.....	44
Section 27.11 Broker's Commission	44
Section 27.12 Partial Invalidity.....	44
Section 27.13 Recording.....	45
Section 27.14 Applicable Law.....	45
Section 27.15 Disputed Charges.....	45
Section 27.16 Security	45

Table of Contents
(continued)

	<u>Page</u>
Section 27.17 Exclusive.....	45

AMENDED AND RESTATED LEASE

THIS AMENDED AND RESTATED LEASE is made as of this ____ day of October, 2012, by and between GG&A CENTRAL MALL PARTNERS, L.P., a Delaware limited partnership, as successor-in-interest to Central Mall Joint Venture Limited Partnership, having an office at 124 Johnson Ferry Road, N.E., Atlanta, Georgia 30328 (hereinafter, "Landlord") and DICKINSON THEATRES, INC., a Kansas corporation, having an office at 6801 W. 107th St., Overland Park, Kansas 66212 (hereinafter, "Tenant") .

WITNESSETH:

WHEREAS, pursuant to that certain Lease dated October 27, 2003, Landlord leased to Tenant certain premises located in the shopping development commonly known as Central Mall, located in the City of Port Arthur, State of Texas, said premises being further described as Space #25, containing approximately Twenty-Six Thousand Four Hundred Twenty-Five (26,425) square feet (the "Leased Premises"); and

WHEREAS, said Lease was subsequently modified by that certain Settlement Agreement and Mutual Release between Landlord and Tenant dated January 17, 2009 (the Lease, as modified and supplemented by the Settlement Agreement and Mutual Release is hereinafter referred to as the "Original Lease"); and

WHEREAS, Tenant is a debtor and debtor in possession under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in a case styled as In re Dickinson Theatres, Inc., currently pending in the United States Bankruptcy Court for the District of Kansas (the "Bankruptcy Court") as Case No. 12-22602 (DLS) (the "Tenant's Bankruptcy Case"); and

WHEREAS, Landlord and Tenant wish to amend and restate the terms of the Original Lease so that this Amended and Restated Lease shall supersede the Original Lease for all purposes; and

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree that the Original Lease is amended and restated to provide in its entirety as follows:

ARTICLE I

FUNDAMENTAL LEASE PROVISIONS AND EXHIBITS

Section 1.01 Fundamental Lease Provisions

- A. NAME OF SHOPPING CENTER: Central Mall, Port Arthur, Texas
- B. LEASED PREMISES: Space #25 consisting of approximately 26,425 square feet as shown on Exhibit C

- C. LEASE TERM: The lease term is extended through April 30, 2019; Tenant shall have the option to extend the term for two (2) option periods of four (4) years each
- D. MINIMUM RENT: Initial Term: \$210,000.00 per annum, payable at the rate of \$17,500 per month
- First Option Period: May 1, 2019 through April 30, 2023 (if elected): \$240,000 per annum, payable at the rate of \$20,000 per month
- Second Option Period: May 1, 2023 through April 30, 2027 (if elected): \$260,000 per annum, payable at the rate of \$21,666.67 per month
- E. PERCENTAGE RENT: Ten Percent (10%) of annual gross sales in excess of \$1,600,000
- F. PERCENTAGE RENT PERIODS: Annual, payable within thirty (30) days after the end of each calendar year
- G. RETAIL RESTRICTION LIMIT: N/A
- H. LANDLORD'S ADDRESS: GG&A Central Mall Partners, L.P. -
Port Arthur
124 Johnson Ferry Road, N.E.
Atlanta, GA 30328
- J. TENANT'S ADDRESS: Dickinson Theatres, Inc.
6801 W. 107th Street
Overland Park, Kansas 66212
- K. DATE FOR COMPLETION OF TENANT'S WORK: No later than May 31, 2013
- L. TENANT'S TRADE NAME: Dickinson Theatre
- M. PERMITTED USES: The exclusive operation of a ten (10) screen theater facility for showing first run motion pictures, marketing and sale of movie-related collectibles and merchandise, the sale of concession items for on-premises consumption to theater patrons, including popcorn, candy, soft drinks, and related confection items, and the incidental sale of

video cassettes, compact discs or similar media of movies currently being shown at the theater facility.

- N. TENANT'S CONTRIBUTION: [N/A]
- O. COMMENCEMENT OF TENANT'S WORK: As set forth in Section 4.01 (Construction by Tenant) hereof.
- P. LANDLORD'S CONTRIBUTION: Landlord shall pay to Tenant for the construction of the Tenant's Work hereinafter defined the amount of up to Four Hundred Thousand and 00/100 Dollars (\$400,000.00) (the "Landlord's Contribution"), to be disbursed as provided in Section 4.02 below, and subject to the terms and conditions set forth herein.

Section 1.02 Effect of Reference to Fundamental Lease Provisions

The provisions of Section 1.01 are to serve only as an analysis and abstract of the provisions contained hereinafter and in the event of any conflict between any of the provisions contained in Section 1.01 and other sections of this Lease, this Lease shall be construed as to the other sections, Section 1.01 notwithstanding.

Section 1.03 Exhibits

The exhibits listed in this section and attached to this Lease are incorporated in this Lease by reference and are to be construed as a part of this Lease. Each party agrees to perform all its obligations stated therein.

EXHIBIT "A"	Legal Description of Shopping Center
EXHIBIT "B"	Site Plan of Shopping Center
EXHIBIT "C"	Floor Plan of Shopping Center
EXHIBIT "D"	Description of Tenant's Work
EXHIBIT "E"	HVAC Report
EXHIBIT "F"	Marketing Efforts

Section 1.04 Bankruptcy Court Approval. This Amended and Restated Lease is subject to, and shall become effective upon, the entry of a final non-appealable order of the Bankruptcy Court in Tenant's Bankruptcy Case approving the assumption of the Original Lease as amended

and restated herein by the Landlord and the Tenant pursuant to Section 365 of the Bankruptcy Code.

Section 1.05 Cure Claims. Landlord and Tenant hereby agree that the payment necessary to cure all defaults occurring on or before the date of the commencement of the Tenant's Bankruptcy Case as required pursuant to section 365(b)(1) of the Bankruptcy Code in connection with the assumption of this Amended and Restated Lease is, as of October 21, 2012, Forty-Seven Thousand Seven Hundred Forty-Four and 75/100 Dollars (\$47,744.75) (the "Cure Amount"). The Cure Amount set forth in this paragraph is not and shall not be construed as a waiver of the Landlord's right to receive payment of rent as set forth in the Original Lease. The Tenant shall pay the Cure Amount, together with all rent due and owing for the period from and after the filing of Tenant's Bankruptcy Case, to Landlord no later than ten (10) days after the confirmation of Tenant's plan of reorganization by the Bankruptcy Court, or as otherwise authorized by the bankruptcy court.

Section 1.06 Rent Reduction; Reinstatement.

(a) The parties expressly acknowledge and agree that Tenant's commitment continuously to operate its retail business in accordance with the provisions hereof in the Leased Premises for the balance of the term hereof, and not to transfer or assign or permit this Amended and Restated Lease to be transferred or assigned to any other person or entity without Landlord's consent, constitute a material inducement to Landlord entering into this Amended and Restated Lease and a condition to the continuation of the relief provided for herein.

(b) Accordingly, if any of the following events (sometimes referred to herein as "Rent Reinstatement Events") shall occur at any time prior to the expiration or earlier termination of this Amended and Restated Lease: (i) rejection of the Amended and Restated Lease by Tenant or by a trustee under Section 365 of the Bankruptcy Code, (ii) any transfer or assignment of the Amended and Restated Lease (whether by operation of law, pursuant to Section 365 of the Bankruptcy Code, or otherwise) to any person or entity other than the Tenant named herein, or (iii) any other default by Tenant under the Amended and Restated Lease which is not cured within any applicable grace period, including without limitation the failure of Tenant to operate its business in the Leased Premises as and when required by this Lease; then and in any such event, at the option of Landlord exercisable by written notice to Tenant, the Minimum Rent reduction and other modifications and relief granted herein shall terminate and be of no further force and effect, and the Minimum Rent, together with all Utilities charges, Merchant Association charges, Common Area Maintenance charges, Insurance charges, Taxes, Percentage Rent, Trash charges and all other additional rent payable pursuant to the original Lease and defined in Paragraph 5.08 thereof (hereinafter, "Additional Rent") shall be immediately due and payable by Tenant to Landlord (including all Minimum Rent and Additional Rent that would have been payable for the period prior to such event described in clause (i), (ii) and/or (iii) above), and such Minimum Rent and Additional Rent shall be deemed post-petition rent and shall have administrative priority status in accordance with the provisions of the Bankruptcy Code.

ARTICLE II

GRANT AND TERM

Section 2.01 Leased Premises

Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, the premises (hereinafter referred to as "Leased Premises" or "Demised Premises"), containing approximately 26,425 square feet, as shown on Exhibit "C" hereto, said premises being in the shopping center located on the parcel of land (hereinafter called "Shopping Center") described in Exhibit "A" attached hereto, and designated as space number 25, being the same space demised to Tenant pursuant to the Original Lease and designated as space number 30 therein.

Landlord reserves and excepts the use of exterior walls (other than store fronts), the roof, and the right and easement to install, maintain, use, repair and replace pipes, ducts, conduits, wires and appurtenance fixtures leading through the premises in locations that will not materially interfere with Tenant's use thereof.

Section 2.02 Use of Additional Area

The use and occupancy by tenant of the Leased Premises shall include the use in common with others entitled thereto of the common area, employees' parking areas, service roads, loading facilities, sidewalks and customer car areas shown and depicted on Exhibit "B" and other facilities as may be designated from time to time by Landlord, subject, however, to the terms and conditions of this agreement and to reasonable rules and regulations for the use thereof as prescribed from time to time by Landlord. Furthermore, Tenant shall be allowed to use the Common Area in the hallway between the auditoriums for the sale of concessions and tickets. Said concessions and ticket sales shall be from a kiosk as originally designed and indicated on Exhibit C.

Section 2.03 Layout of Shopping Center

This lease does not guarantee a continuance of light and air over the Leased Premises or any property adjoining the Leased Premises. The reference herein made to Exhibits "B" and "C" setting forth the general layout of the buildings, parking areas and other improvements shall not be deemed a warranty or representation.

Section 2.04 Term

The term of this Amended and Restated Lease is hereby extended through April 30, 2019 (the "Initial Term"), unless sooner terminated as hereinafter provided.

Provided that (i) this Amended and Restated Lease is in full force and effect; (ii) Tenant is in possession of the Demised Premises; and (iii) Tenant is not in default under this Amended and Restated Lease beyond the time, if any, herein expressly permitted for the curing of the default by Tenant, Tenant shall have two options to extend the Term of this Amended and Restated Lease, each option period to be for an additional four (4) year term. The tenancy

resulting from the exercise of each option shall be upon the same terms and conditions as set forth in this Lease, except that the Minimum Rent shall be as set forth in Section 5.01(A) below:

The first extension (the "First Option Period") shall commence on May 1, 2019 and expire on April 30, 2023.

The second extension (the "Second Option Period") shall commence on May 1, 2023 and expire on April 30, 2027.

Tenant shall have no further options to extend the term of this Lease. Said options may be exercised only upon written notice thereof to Landlord at least twelve (12) months prior to the then current expiration date of the term. If (x) Tenant shall fail to exercise either of said options during the period when the option is available; (y) a Rent Reinstatement Event as defined in Section 1.06(b) shall have occurred; or (z) any of the conditions described in clauses (i), (ii), and (iii) above is not met, said options shall be void.

Section 2.05 Lease Year Defined

"Lease Year," as used herein, shall mean each twelve-month period beginning with the first day of the term of this Lease, and each yearly anniversary thereof, provided the commencement of the term of this Lease is on the first day of the month. If the term of this Lease commences on any day other than the first day of the month, then "Lease Year" shall begin on the first day of the month following the end of the month during which the term of the Lease commences. Any period prior to the "First Lease Year" or any period subsequent to the "Last Lease Year" within the term of this Lease shall be adjusted with respect to percentage rent or any other matters provided in this Lease in which the "Lease Year" is a factor.

Section 2.06 Obligation of Landlord Before Lease Term Begins

N/A

Section 2.07 Obligations of Tenant Before Lease Term Begins

N/A

Section 2.08 Failure of Tenant to Open

N/A

Section 2.09 Excuse of Landlord's Performance

N/A

Section 2.10 Joint Opening

N/A

Section 2.11 Statement

N/A

ARTICLE III

**LANDLORD'S CONSTRUCTION AND FINANCING OF
IMPROVEMENTS**

Section 3.01 Landlord's Obligation

N/A

Section 3.02 Parking Facilities

Landlord agrees that it will provide, or cause to be provided, at the beginning of the term of this Lease, not less than the number of automobile parking spaces depicted on Exhibit "B." If the number of said parking spaces shall be diminished, Landlord shall not be subject to any liability, nor shall Tenant be entitled to any compensation or diminution or abatement of rent, nor shall such reduction of parking spaces be deemed constructive or actual eviction.

Section 3.03 Changes and Additions to Buildings

Landlord hereby reserves the right at any time to make alterations and/or additions to, and to build additional stories on the building in which the Leased Premises are contained and to the building adjoining the same. Landlord also reserves the right to construct other buildings and/or improvements in the Shopping Center Area from time to time, to make alterations thereof or additions thereto, to build additional stories on any such building or buildings, to build adjoining same, and to construct double-deck or elevated parking facilities.

Section 3.04 Financing

N/A

Section 3.05 Right to Relocate

The purpose of Exhibit "B" attached hereto is to show the approximate location of the buildings and other facilities in the Shopping Center Area. Landlord reserves the right at any time to relocate the various buildings, automobile parking areas and other buildings shown on said Exhibit "B."

ARTICLE IV

TENANT'S CONSTRUCTION

Section 4.01 Construction by Tenant

Tenant shall perform the "Tenant's Work" described and defined in Exhibit D annexed hereto. All Tenant's Work shall be performed in accordance with the Tenant's Plans as approved by Landlord pursuant to § 4.04 below. Subject to the provisions of subparagraphs (d) and (e) of Section 4.02 hereof with respect to the disbursement of the Landlord's Contribution, Tenant's Work will be at Tenant's sole cost and will comply with all applicable governmental laws, ordinances, rules, regulations, codes and other governmental restrictions or requirements. Tenant's Work will be performed in a first-class and workmanlike manner, incorporating only new materials, and shall be conducted in stages in accordance with the construction schedule approved by Landlord so as not to interrupt theatre operations. Tenant shall commence Tenant's Work within three (3) days after Landlord has approved Tenant's Plans, and complete Tenant's Work no later than the Date for Completion of Tenant's Work.

Section 4.02 Landlord's Contribution.

(a) As provided in § 1.01(P) above, Landlord shall pay to Tenant for the construction of the Tenant's Work a Landlord's Contribution of up to \$400,000, upon and subject to the terms and conditions hereinafter provided.

(b) The cost of the HVAC Work (as defined in Exhibit D) up to a maximum of \$50,000 shall be paid by Tenant using the Landlord's Contribution. Any cost of the HVAC Work in excess of \$50,000 (the "Excess HVAC Contribution") shall be paid by Landlord in addition to Landlord's Contribution, subject to the conditions hereinafter set forth.

(c) Upon written request of Tenant and satisfaction of the requirements set forth herein, Landlord shall disburse the Landlord's Contribution to Tenant in four installments: 30% upon completion of 30% of Tenant's Work, 30% upon completion of 60% of Tenant's Work, 30% upon completion of 90% of Tenant's Work and 10% upon completion of Tenant's Work, all as reasonably determined by Landlord. Each disbursement of Landlord's Contribution shall be subject to the condition that (i) this Amended and Restated Lease is in full force and effect, (ii) none of the Rent Reinstatement Events (as defined in Section 1.05(b) hereof) has occurred, (iii) Tenant is not in default under this Amended and Restated Lease beyond applicable notice and cure periods and all sums payable by Tenant under this Amended and Restated Lease are current, and (iv) the Leased Premises are open for business.

(d) Landlord shall disburse each of the first three installments of Landlord's Contribution within 30 days after Tenant has submitted the following to Landlord: (i) a copy of the latest pay application from Tenant's general contractor; (ii) original, partial lien waivers and releases properly executed by Tenant's general contractor indicating that all amounts due to the general contractor have been paid in full; (iii) original, partial lien waivers and releases properly executed by all subcontractors and suppliers performing work or supplying goods, indicating that all amounts due to the subcontractors and suppliers have been paid in full; and (iv) evidence

reasonably satisfactory to the Landlord that the estimated cost of completing the A-List Work (as defined in Exhibit D) does not exceed the undisbursed balance of the Landlord's Contribution.

(e) The final installment of Landlord's Contribution shall be disbursed within thirty (30) days after all of the following conditions have been satisfied: (i) this Amended and Restated Lease is in full force and effect; (ii) none of the Rent Reinstatement Events as defined in Section 1.06(b) hereof has occurred; (iii) Tenant is not in default under this Amended and Restated Lease beyond applicable notice and cure periods and all sums payable by Tenant under this Amended and Restated Lease are current, (iv) the Leased Premises are open for business; (v) Tenant's Work has been fully completed, and (vi) Tenant has submitted to Landlord's managing agent the following information and materials together with its request for payment: (A) a summary of all costs, certified by an authorized officer of Tenant and the Tenant's general contractor; (B) a copy of Tenant's certificate of occupancy for the Leased Premises and any other licenses or permits necessary for Tenant to open and operate its business at the Leased Premises; (C) original final lien waivers and releases (in such form as reasonably acceptable to Landlord) properly executed by Tenant's general contractor and all subcontractors and suppliers performing work or supplying goods indicating that all amounts due to the general contractor, subcontractors and suppliers have been paid in full; and (D) if requested by Landlord, copies of all invoices, work orders or other evidence of amounts claimed to be spent in completion of Tenant's Work.

Section 4.03 Additional Tenant's Work.

(a) Tenant shall, at its sole cost and expense, install new digital projection equipment in all ten (10) theaters (the "Additional Tenant's Work") no later than December 31, 2012. The Additional Tenant's Work shall be performed in accordance with the Tenant's Plans as approved by Landlord pursuant to Section 4.04, below. The Additional Tenant's Work will be at Tenant's sole cost and will comply with all applicable governmental laws, ordinances, rules, regulations, codes and other governmental restrictions or requirements. The Additional Tenant's Work will be performed in a first-class and workmanlike manner, incorporating only new materials, and shall be conducted in stages in accordance with the construction schedule approved by Landlord so as not to interrupt theatre operations. Tenant shall commence the Additional Tenant's Work within three (3) days after Landlord has approved Tenant's Plans.

Section 4.04 Plans and Specifications.

On or before the effective date hereof, Tenant shall submit to Landlord for approval one reproducible set of scope of work for all Tenant's Work and Additional Tenant's Work, including applicable elevations, construction plans and specifications ("Tenant's Plans") prepared by a selected contractor showing all of Tenant's Work and Additional Tenant's Work, which will be prepared in conformity with the requirements of this Lease and the Landlord's Criteria, as hereinafter defined, and which shall include a phased construction schedule that provides for completion of the Tenant's Work on or prior to the date set forth in Section 1.01(K) above together with the completion of the Additional Tenant's Work prior to December 31, 2012, while allowing for continuous operation of the theater in the Demised Premises with minimal disruption. Tenant's Plans shall also include an itemized budget of estimated costs, documented to Landlord's satisfaction. Within 15 days following receipt of Tenant's Plans, Landlord will notify Tenant of any changes reasonably required by Landlord. Promptly

following receipt of Landlord's notice, Tenant shall revise Tenant's Plans to incorporate Landlord's required changes and will deliver the revised plans to Landlord within 15 days following receipt of Landlord's notice. If Landlord requires further changes to Tenant's Plans, Tenant will similarly revise the resubmit them to Landlord within an additional period of 15 days. Approval of Tenant's Plans will not constitute an assumption of responsibility by Landlord for their accuracy, sufficiency or compliance with any applicable governmental laws, ordinances, rules, regulations, codes and other governmental restrictions or requirements. Tenant may not begin any work in the Premises until Tenant receives Landlord's written approval of Tenant's Plans. In the event that Landlord does not respond within 15 days after Landlord receives Tenant's Plans, such Tenant's Plans shall be deemed approved; provided, Tenant has also provided notice of submission of Tenant's Plans to the mall manager and the leasing agent at the Center.

Section 4.05 Ownership of Improvements

All installations, alterations, additions and/or improvements upon the Leased Premises, made by either party, including all trade fixtures, theater seating, concession equipment, screens, video games and items of a theatrical nature, pipes, ducts, conduits, wiring, paneling, partitions, railings, mezzanine floors, galleries, floor coverings, curtains and the like (except for property not owned by Tenant or otherwise owned by third parties) shall, unless Landlord otherwise elects in whole or in part, become the property of Landlord and shall remain upon and be surrendered with the Demised Premises as a part thereof at the expiration or sooner termination of the lease term. Movable office furniture shall remain property of Tenant and may be removed at any time, provided Tenant promptly repairs any damage caused by such removal and providing further that Tenant is not in default under the terms of this Lease nor in arrears in its payment of any monetary obligation due or alleged due Landlord. Any equipment both owned and utilized by Tenant in the operation of the Leased Premises shall remain and become the property of Landlord upon termination of this Lease except to the extent that such equipment has been financed with and is the subject of a perfected security interest held by a third party.

Section 4.06 General Requirements. In performing Tenant's Work, Tenant shall comply with the following requirements:

(a) Tenant may not permit its contractor to commence any work until all insurance required by this Lease has been obtained and certificates of such insurance have been delivered to Landlord. Tenant shall cause its contractors to maintain during the period of construction and fixturing work within the Premises the following insurance: (i) "All Risk" Builder's Risk Insurance covering the full replacement value of all work done and fixtures and equipment installed at the Premises; (ii) Commercial General Liability Insurance with minimum limits with respect to bodily injury or death and property damage of \$1,000,000 per occurrence and \$2,000,000 general aggregate; (iii) Worker's Compensation, as required by the laws of the state in which the Center is located and Employer's Liability Insurance with a limit of not less than \$500,000; (iv) Business Auto Liability Insurance which insures against bodily injury and property damage claims arising out of ownership, maintenance or use of any vehicle (including hired, owned and non-owned vehicles) which affords coverage of not less than \$1,000,000 each occurrence and policy limit; and (v) Umbrella Excess Liability Insurance in an amount not less than \$2,000,000 per occurrence and aggregate (in excess of general liability, auto and employers

liability coverages) for property damages, bodily injury or death with limits of not less than \$1,000,000 per occurrence. Landlord and Landlord's managing agent shall be included as additional insureds on all such policies.

(b) Tenant shall perform Tenant's Work in a manner so as to avoid any labor dispute which is likely to cause stoppage or impairment of work or delivery service or any other services in the Center. In the event there is any such stoppage or impairment as the result of any labor dispute, Tenant shall take all actions reasonably necessary to eliminate the dispute, including without limitation removing the disputants from the job site until the dispute is over.

(c) All utility charges in connection with Tenant's Work will be at Tenant's expense. Tenant's Work will comply with all applicable governmental laws, ordinances, rules, regulations, codes and other governmental restrictions or requirements. Tenant shall obtain at its expense all permits and pay all fees required by public authorities or utility companies in connection with Tenant's Work.

(d) Tenant shall maintain the Premises in a clean and orderly condition during construction and shall keep the Common Areas free of Tenant's or its contractors' trash and personal property. Tenant shall remove on a daily basis all unused construction materials, equipment shipping containers, packaging, debris and waste from the Center and deposit them in receptacles provided by Landlord (or, at Landlord's option, in receptacles provided by Tenant and placed in a location designated by Landlord) or otherwise remove them from the Center.

(e) Landlord and Tenant acknowledge that Tenant may operate part of the Leased Premises during performance of Tenant's Work in other parts of the Leased Premises, provided that ingress and egress to the operating part(s) of the Leased Premises is free of construction materials and can be effected without danger to Tenant's customers and in full compliance with all applicable codes.

(f) Landlord will have the right to enter the Premises during construction and take such steps Landlord reasonably deems necessary to assure the proper performance of Tenant's Work and for the protection of the Center and any adjacent premises. Landlord will have the right to perform any portion of Tenant's Work that Landlord reasonably determines should be performed immediately and on an emergency basis for the best interests of the Center, including without limitation, work which pertains to structural components, mechanical, sprinkler and general utility systems, roofing and removing of unduly accumulated construction material and debris. Tenant shall reimburse Landlord the cost of such work within thirty (30) days of billing.

(g) During construction of the Premises a temporary barricade will be located at the storefront lease line. Landlord, at its own cost and expense, shall have the option may furnish and install such barricade; provided, however, if the barricade has not been installed upon delivery of the Premises to Tenant, Tenant shall furnish and install such barricade, along with Tenant's professionally printed barricade graphics on the barricade, including information regarding interviews and opening dates, in accordance with the specifications and design of Landlord. If Tenant does not furnish and install such barricade and barricade graphics within five (5) days after Tenant commences construction in the Premises, Landlord may furnish and install such barricade and barricade graphics. If Landlord furnishes the barricade and barricade

graphics, Tenant shall reimburse Landlord for the cost of the barricade and barricade graphics in an amount that is competitive within the geographic area in which the Center is located, which amount shall not exceed \$45 per linear foot of such barricade, or Landlord may reduce the Landlord's Contribution by such amount. Tenant will be allowed to remove the barricade at the completion of the storefront and be allowed to use the Premises for interviewing and training. Tenant will not be required to cover windows, but will block viewing through the gate and open window sections at the back of the window platform, keep all windows well lighted during business hours of the Center, and maintain professionally prepared signage in the window display area stating that the store is opening soon, until store opening.

(h) Tenant shall coordinate Tenant's Work with all work being performed by Landlord or other occupants of the Center so that Tenant's Work will not interfere with the operation of the Center or interfere with or delay the completion of other work in the Center. Tenant shall comply with, and shall cause its contractors and subcontractors to comply with, all reasonable rules and regulations of the Center, including without limitation construction procedures and regulations. Prior to beginning Tenant's Work, unless otherwise bonded or insured, Tenant's Contractor or its agent shall deliver to Landlord a damage deposit in an amount not to exceed \$15,000. Landlord will have the right to use all or any part of the deposit as reimbursement for any damage caused by Tenant or its contractors to any Center finishes.

(i) Except as specifically provided in this Lease, Tenant shall not be required to pay any so-called construction chargebacks or any other charges for construction work performed by Landlord to the Premises for the benefit of Tenant. The following, whether or not deemed construction chargebacks, will not be waived: sprinkler shut down fees; barricades and barricade graphics, subject to Section 3.05(g); any revisions to Landlord's systems (e.g., HVAC, mechanical, electrical) necessary to accommodate Tenant's design, in cases where Tenant's store design standards require revisions to such systems; reimbursements to Landlord for roof penetrations performed by Landlord's roofing contractor in connection with Tenant's Work; costs incurred by Landlord for the installation and maintenance of any smoke detection or evacuation system or other life safety system in the Center, including air balancing in the Premises and elsewhere in the Center; the construction damage deposit described above; reasonable charges for utilities consumed by Tenant during Tenant's construction and prior to the date Tenant contracts directly for utility services; reasonable charges for trash removal during construction of the Premises.

Section 4.07 Future Alterations

Following completion of Tenant's Work, Tenant may make alterations to the Premises subject to the limitations set forth in the Lease. All such alterations will be at Tenant's expense and may not be of a nature that may reduce the value of the Premises. Tenant shall not perform any of the following alterations without Landlord's prior written consent: (a) any alterations costing more than \$100,000; (b) any alterations involving structural or external elements of the Premises; (c) any alterations affecting the mechanical systems, walls, floors, ceilings or roof of the Premises; (d) any alterations which erect or increase the size of a mezzanine; and (e) any alterations that require or result in any penetration of the roof or floor of the Premises. Tenant shall give Landlord no less than 15 days' written notice before commencing any alterations to the Premises, whether or not Landlord's consent is required.

ARTICLE V

RENT

Section 5.01 The Rent

Tenant agrees to pay all rent and other and/or additional charges (the "Rent") under any provision of this Lease to Landlord, or as Landlord may otherwise designate in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, at the address of Landlord set forth in Section 5.13 without (except as may be otherwise herein expressly provided) any set-off or deduction whatsoever and without any prior demand therefor.

A. Minimum Rent

(i) For the period prior to November 1, 2012, Tenant shall pay Minimum Rent at the rate provided in the Original Lease.

(ii) For the period from and after November 1, 2012 through the remainder of the Initial Term, Tenant shall pay to Landlord Minimum Rent as herein defined at the rate of Two Hundred Ten Thousand and 00/100 Dollars (\$210,000.00) per annum, payable at the rate of Seventeen Thousand Five Hundred and 00/100 Dollars (\$17,500.00) per month.

(iii) For the First Option Period, if elected, Tenant shall pay to Landlord Minimum Rent at the rate of Two Hundred Forty Thousand and 00/100 Dollars (\$240,000.00) per year payable in monthly installments of Twenty Thousand and 00/100 Dollars.

(iv) For the Second Option Period, if elected, Tenant shall pay to Landlord Minimum Rent at the rate of Two Hundred Sixty Thousand and 00/100 Dollars (\$260,000.00) per year payable in monthly installments of Twenty-One Thousand Six Hundred Sixty-Six and 67/100 Dollars (\$21,666.67).

B. Common Area Maintenance Charges

(i) For the period prior to January 1, 2013, Tenant shall pay Common Area Maintenance Charges ("CAM") at the rate set forth in the Original Lease.

(ii) For the period from and after January 1, 2013, Tenant shall pay CAM at the rate of Fifty-two Thousand Eight Hundred Fifty and 00/100 Dollars (\$52,850.00) per year payable in monthly installments of Four Thousand Four Hundred Four and 17/100 Dollars (\$4,404.17), which amount shall increase by 3% per annum throughout the remainder of the Initial Term, and the First and Second Option Periods if elected.

C. Utilities

(i) For the period prior to January 1, 2013, Tenant shall pay Utility Charges and Additional Utility Charges, both as defined in Section 9.04 hereof, at the rate set forth in the Original Lease.

(ii) For the period from and after January 1, 2013, Tenant shall pay Utility Charges at the rate of Forty-Four Thousand Nine Hundred Twenty-Two and 50/100 Dollars (\$44,922.50) per year payable in monthly installments of Three Thousand Seven Hundred Forty-Three and 54/100 Dollars (\$3,743.54), together with all Additional Utility Charges incurred by Tenant, which amounts may each Lease Year thereafter by an amount reflecting the actual increased costs of such utilities, subject to a maximum 5% increase in any one Lease Year throughout the remainder of the Initial Term, and the First and Second Option Periods if elected.

D. Merchant Association

(i) For the period prior to January 1, 2013, Tenant shall pay Merchant Association Charges at the rate set forth in the Original Lease.

(ii) For the period from and after January 1, 2013, Tenant shall not be required to pay Merchant Association Charges.

E. Insurance

(i) For the period prior to January 1, 2013, Tenant shall pay Insurance Charges at the rate set forth in the Original Lease.

(ii) For the period from and after January 1, 2013, Tenant shall not be required to pay Insurance Charges.

F. Taxes

(i) For the period prior to January 1, 2013, Tenant shall pay Real Estate Taxes at the rate set forth in the Original Lease.

(ii) For the period from and after January 1, 2013, Tenant shall pay Real Estate Taxes at the rate of Fifty-two Thousand Eight Hundred Fifty and 00/100 Dollars (\$52,850.00) per year payable in monthly installments of Four Thousand Four Hundred Four and 17/100 Dollars (\$4,404.17), which amount shall increase by 3% per annum throughout the remainder of the Initial Term, and the First and Second Option Periods if elected.

G. Trash Charges

(i) For the period from and after January 1, 2013, Tenant shall pay Trash Charges at the rate of Six Thousand Six Hundred Six and 25/100 Dollars (\$6,606.25) per year payable in monthly installments of Five Hundred Fifty and 52/100 Dollars (\$550.52), which amount shall increase any increase in the actual costs of such trash services, provided that such increases shall not exceed 5% per Lease Year throughout the remainder of the Initial Term, and the First and Second Option Periods if elected.

Section 5.02 Payment of Rent

The Minimum Rent, CAM, Utility Charges, Real Estate Taxes, and Trash Charges (sometimes referred to collectively herein as "Rent") shall be payable in equal monthly installments in advance on the first day of each full calendar month during the Initial Term and the First and Second Option Periods if elected.

AND IN ADDITION THERETO,

Section 5.03 Percentage Rent

Commencing November 1, 2012, in the event that the Gross Sales (as herein defined) made by Tenant upon the Leased Premises during any calendar year of the lease term hereof are in excess of One Million Six Hundred Thousand and 00/100 Dollars (\$1,600,000) (the "Break Point"), then Tenant will pay to Landlord as additional rent hereunder a sum equal to Ten Percent (10%) of all Gross Sales in excess of the Break Point ("Percentage Rent").

Percentage Rent shall be payable to Landlord within thirty (30) days after the end of each calendar year, accompanied by a statement setting forth Tenant's Gross Sales for such calendar year. As to any partial lease year, if it is less than 6 months, the Gross Sales for such period will be added to the full Lease Year immediately following such period, with a proportionate increase in the Break Point. In the event the partial lease year period is 6 months or greater, the Percentage Rent will be calculated as a separate period, and Gross Sales during such period will be applied against a prorated Break Point.

Section 5.04 Dishonored Payment

In the event any payment of rent, other and/or additional charges or any other monetary obligation shall be made by Tenant or for Tenant by others at Tenant's request or of Tenant's knowledge, by check, draft or other bill of exchange that is not promptly paid by the bank or financial institution on which it is drawn and is returned to Landlord's bank unpaid because of insufficient funds, stop payment, account closed or other lawful reason, the "Late Charge" set

out in Section 5.12 shall be invoked without notice and shall accrue from due date of such payment until payment is actually and fully received by Landlord, and there shall be no grace period that shall apply to mitigate such penalty. Landlord shall, further, have the right, but not the obligation, to declare such dishonored payment as a default under Article XX.

Section 5.05 'Gross Sales' Defined

The term "Gross Sales" as used herein is defined to mean the total amount of dollars of the actual prices charged, whether for cash or on credit or partly for cash and partly on credit, for all sales or leases of merchandise, food, beverages, and services (including finance charges thereon), or gift or merchandise certificates, and all other receipts of business conducted at, in, on, about or from the Demised Premises, including, but not limited to, revenue from video game machines and the rental and/or sale of video tapes, all mail or telephone orders received or filled at, in, on, about or from the Demised Premises, and sales and receipts occurring or arising as a result of solicitation off the Demised Premises, conducted by personnel operating from, or reporting to, or under the supervision of any employee of Tenant located at the Demised Premises. Gross Sales shall not, however, include any sums collected and paid out for any retail sales tax or retail excise tax imposed by any duly constituted governmental authority and separately stated, nor shall they include any exchange of goods or merchandise between the stores of Tenant where such exchange of goods or merchandise is made solely for the convenient operation of the business of Tenant and neither for the purpose of consummating a sale which has theretofore been made at, in, on, about or from the Demised Premises nor for the purpose of depriving Landlord of the benefits of a sale which otherwise would be made at, in, on, about or from the Demised Premises, nor the amount of any cash or credit refund limited to the sales price, made upon any sale where the merchandise sold, or some part thereof, is thereafter returned by the purchaser and accepted by Tenant. Each sale upon installment, credit or layaway shall be treated as a sale for the full price in the month during which such sale shall be made, irrespective of the time when Tenant shall receive payment from its customer, and no deduction shall be allowed for uncollectible credit accounts. Each lease of merchandise shall be treated as a sale in the month in which made for a price equal to the total rent payable during the term of the Lease. Notwithstanding anything in this section contained with respect to inclusion in "Gross Sales" of all receipts of sales made through any vending machine or other coin or token operated device, the operation of any such device shall be subject to the prior written consent of Landlord.

Section 5.06 Taxes

"Real Estate Taxes" shall mean the property taxes and assessments of every nature, kind and description imposed upon the land and improvements in the shopping center. If due to a change in the method of taxation, any franchise, income or profit tax shall be levied against Landlord in substitution for or in lieu of any tax which would otherwise constitute a real estate tax, such franchise, income or profit tax shall be deemed to be a real estate tax for the purpose hereof; conversely, any additional real estate tax hereafter imposed in substitution for or in lieu of any franchise, income or profit tax (which is not in substitution for or in lieu of a real estate tax as hereinabove provided) shall not be deemed a real estate tax for the purposes hereof.

During the term of this Lease, Tenant agrees to pay to Landlord as Tenant's share of the Real Estate Taxes, the amount included as Taxes in the Rent as defined in Section 5.01 hereof. It

is understood and agreed that Tenant's share of Real Estate Taxes shall be increased by three percent (3%) each lease year beginning January 1, 2014 and continuing and compounding each lease year thereafter.

It is not the intent of the parties that Tenant pay any tax increase as a result of new construction. If additional buildings or additions to existing buildings are constructed on the shopping center site, the additional taxes payable as a result of such new construction shall be adjusted from time to time as additional improvements increasing the total square foot rentable area are completed therein.

Section 5.07 Trash

Trash Charges shall mean the cost removal of debris and trash from the Leased Premises. During the term of this lease, Tenant agrees to pay to Landlord as Tenant's share of the Trash Charges, the amount included in the Rent as defined in Section 5.01 hereof. Tenant agrees that it will not permit trash to accumulate in its Leased Premises, and that it will deposit its trash only in those containers designated by Landlord, and in a neat and orderly manner.

Section 5.08 Sprinkler System

Landlord has provided and will maintain a sprinkler system in the Shopping Center, but such system will be exclusive of the Leased Premises and it is Tenant's responsibility to install and maintain its system including all repairs and replacements thereof. Tenant's share of costs associated with its tie-in Landlord's sprinkler system is included in its CAM charges set forth above.

Section 5.09 Additional Rent

Tenant shall pay as additional rent any money required to be paid pursuant to Section 5.01, 5.03, 5.05, 5.06, 5.07, 5.08, 5.09, 7.03, 8.02, 8.03, 9.04, 10.04, 11.01, 13.01, 13.02, 13.03, 13.04, 20.03, 22.01, and 22.02 and all other sums of money or charges required to be paid by Tenant under this Lease, whether or not the same be designated "additional rent." If such amounts or charges are not paid at the time provided in this Lease, they shall, nevertheless, if not paid when due, be collectible as additional rent with the next installment of rent thereafter falling due hereunder, but nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder, or limit any other remedy of Landlord.

Section 5.10 Accord and Satisfaction

No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent or any other rents or other and/or additional charge(s) herein stipulated shall be deemed to be other than on account of the earliest stipulated rent or other and/or additional charge(s) nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent or other and/or additional charge(s) be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or other and/or additional charge(s) or pursue any other remedy in this Lease provided.

Section 5.11 Interest

Anything in this lease agreement to the contrary notwithstanding, any installment of rental (minimum, percentage, or other as may be considered additional rental under this Lease) not paid when due shall automatically bear interest at the rate of ten percent (10%) per annum, or the maximum amount allowed by law, whichever is lesser, from the date due until paid. Further, Landlord shall be entitled to reasonable attorneys' fees incurred by Landlord in collection of any delinquency or interest.

Section 5.12 Late Charge

Anything in this Lease agreement to the contrary notwithstanding, at Landlord's option, Tenant shall pay a "late charge" in the sum of Two Hundred Fifty and No/100 Dollars (\$250.00) for any installment of rental (minimum, percentage, or other as may be considered additional rentals under this Lease) when paid more than seven (7) days after the due date thereof, to cover the extra expense involved in handling delinquent payments and both Landlord and Tenant hereby agree that such amount is a reasonable charge for such extra expense. Further, Landlord shall be entitled to reasonable attorney fees incurred by Landlord in collection of said delinquency or late charge.

Section 5.13 Payment of Rent

Tenant will promptly pay all Rent herein prescribed when and as the same shall become due and payable. If Landlord shall pay any monies or incur any expenses in correction or violation of covenants herein set forth, the amounts so paid or incurred shall, on notice to Tenant, be considered additional rentals payable by Tenant with first installation of rental thereafter to become due and payable, and may be collected or enforced as by law provided in respect of rentals. All statements deliverable by Tenant to Landlord under this agreement shall be delivered to Landlord at the office of Landlord herein designated by it for notices in Section 26.06. All rentals payable by Tenant to Landlord under this agreement shall be paid to Landlord at the following lockbox address:

GG&A Central Mall Partners, L.P. – Port Arthur
P.O. Box 404597
Atlanta, GA 30384-4597

ARTICLE VI

RECORDS, BOOKS OF ACCOUNT AND AUDIT

Section 6.01 Tenant's Records and Landlord's Right to Examine Books

For the purpose of permitting verification by Landlord of any amounts due on rentals, Tenant will keep and preserve for at least three (3) years (at the address specified in the section hereof relating to notice) original or duplicate books and records which shall disclose all information required to determine gross sales, as above defined, the disposition of cash receipts and entries of credit sales and such other information relating to or in support of the items

comprising gross sales as may be reasonably required by Landlord. Landlord, its employees and accountants shall have the right during business hours, and after advance written notice to Tenant, to inspect such books and records and to make any examination or audit thereof which Landlord may desire. If such audit shall disclose a liability for rent two (2%) percent or more in excess of the rentals theretofore paid by Tenant for such period, Tenant shall promptly pay to Landlord the cost of such audit in addition to the deficiency in rental, which deficiency shall be payable in any event.

The acceptance by Landlord of payments of percentage rent shall be without prejudice to Landlord's right to an examination of Tenant's books and records of its gross receipts at the Demised Premises in order to verify the amount of annual gross receipts received by Tenant in, at, upon and from the Demised Premises.

If such audit proves Tenant's statements to be correct or to vary not more than two (2%) percent from the results of the special audit, the expense of such audit shall be borne by Landlord. Tenant and Landlord shall promptly make such payment or refund as such audit shall show to be due.

Section 6.02 Reports by Tenant and Audit

Tenant further covenants and agrees (i) that not later than the twentieth (20th) day after the close of each calendar month of the term and any renewal thereof; it will deliver to Landlord a copy of Tenant's State Sales Tax Report for the previous month signed by Tenant or by an authorized agent of Tenant, showing the Gross Sales, as above defined, made in the preceding calendar month; and (ii) that not later than sixty (60) days after the close of each lease year, and after the termination of the Lease or any renewal thereof, it will deliver to Landlord a statement of Gross Sales for the preceding lease year accompanied by the signed opinion of an independent public accountant stating specifically that he has examined the report of Gross Sales of the preceding lease year and that his examination, including such tests of Tenant's books and records as he considered necessary under the circumstances, and that such report presents fairly "Gross Sales" as defined herein, for the preceding lease year. In the event that Landlord does not receive a statement of Gross Sales from Tenant within the sixty (60) day period immediately following the close of each lease year, then Landlord may, at Landlord's option, engage the services of a Certified Public Accountant to audit Tenant's books at Tenant's expense.

If Tenant shall fail to deliver the foregoing to Landlord within said sixty (60) day period, Landlord shall have the right thereafter to employ an independent public accountant to examine such books and records as may be necessary to certify the amount of Tenant's net sales for such lease year, and Tenant shall promptly pay to Landlord the cost thereof. Any information obtained by Landlord pursuant to the provisions of this section and Section 6.01 shall be treated as confidential, except in any litigation or arbitration proceedings between the parties and, except further, that Landlord may disclose such information to prospective buyers, to prospective lenders or existing lenders, and in any registration statement filed with the Securities and Exchange Commission or other similar bodies.

ARTICLE VII

PARKING AND COMMON USE AREA AND FACILITIES

Section 7.01 Common Areas

All parking areas, access roads and facilities which may be furnished by Landlord in or near the Shopping Center (as distinguished from shopping center area), including employee parking areas, the truck way or ways, driveways, loading docks and areas, delivery passages, pedestrian areas, retaining walls, stairways, bus stops, lighting facilities, and other areas and improvements which may be provided by Landlord for the general use in common of tenants, their officers, agents, employees and customers, shall at all times be subject to the exclusive control and management of Landlord, and Landlord shall have the right, from time to time, to establish, modify and enforce reasonable rules and regulations with respect to all facilities and areas mentioned in this section.

Landlord shall have the right from time to time to change the areas, locations and arrangement of parking areas and other facilities referred to in this section, to restrict parking by tenants, their officers, agents and employees to employee parking areas; to construct surface or elevated parking areas and facilities; to establish and from time to time change the level of parking surfaces; to enforce parking provisions for free parking ticket validating by Tenants; to close all or any portion of said areas or facilities to such extent as may, in the opinion of Landlord's counsel, be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or the public therein; to close temporarily any or all portions of the parking areas or facilities, to discourage non-customer parking; and to do and perform such other acts in and to said areas and improvements as, in the use of good business judgment, Landlord shall determine to be advisable with a view to the improvement of the convenience and use thereof by tenants, their officers, agents, employees and customers. Tenant agrees that Landlord may, at any time and from time to time, increase, reduce or change the number, type, size, location, elevation, nature and use of any of the Common Areas, make installations therein, move and remove the same and erect buildings not shown on Exhibit "B" anywhere in the Shopping Center.

In addition to the premises previously described as the Demised Premises, Tenant shall be allowed to use the Common Area in the hallway between the auditoriums for the sale of concessions and tickets. Said concessions and ticket sales shall be from a kiosk as originally designed and indicated on Exhibit "C."

Section 7.02 License

All common areas and facilities not within the Leased Premises, which Tenant may be permitted to use and occupy, are to be used and occupied under a revocable license, and if the amount of such area be diminished, Landlord shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of rent, nor shall such diminution of such areas be deemed constructive or actual eviction.

Section 7.03 Employees' Parking

Tenant and its employees shall park their cars only in those portions of the parking area designated for that purpose by Landlord. Tenant shall furnish Landlord with state automobile license numbers assigned to Tenant's car or cars and cars of its employees within five (5) days after taking possession of the Leased Premises and shall thereafter notify Landlord of any changes within five (5) days after such changes occur. In the event that Tenant or its employees fail to park their cars in designated parking areas as aforesaid, then Landlord shall have the right to charge and collect from Tenant Ten (\$10.00) Dollars per day, per car parked in any area other than those designated, as reasonable rental therefor, and Landlord may cause to be towed away any such vehicles which are parked in Common Areas in violation of such rules and regulations and Tenant hereby waives liability of Landlord to Tenant in event that such towing is done.

ARTICLE VIII

COST AND MAINTENANCE OF COMMON AREA

Section 8.01 Expense of Operating and Maintaining the Common Facilities

Landlord, at its expense (subject to the reimbursement provisions hereinafter set forth), will operate and maintain the common facilities referred to in Section 7.01. For the purpose of this Section 8.01, the expense of operating and maintaining the common facilities in a manner deemed by Landlord reasonable and appropriate and for the best interests of the tenants in the Shopping Center, shall include, without limitation, all costs and expense of operating, repairing, lighting, cleaning, painting, striping, insuring (including liability for personal injury, death and property damage, and workmen's compensation insurance covering personnel), removing of debris and trash (no garbage), inspection and depreciation of machinery and equipment used in the operation of the common facilities; costs and expense other than those of a capital nature, of replacement of paving, curbs, walkways, landscaping, drainage and lighting facilities; cost and expense of planting, replanting and replacing flowers and shrubbery; cost and expense for the rental of music program services and loudspeaker systems, including furnishing electricity therefor; heating, air-conditioning and ventilating of malls, including energy costs, maintenance and repairs therefor.

Section 8.02 Tenant's Share of Expenses

During the term of this Lease, Tenant agrees to pay to Landlord as Tenant's share of the common area charges, the amount included as Common Area Maintenance Charges in Tenant's Rent as defined in Section 5.01 hereof.

It is understood and agreed that Tenant's share of Common Area Maintenance charges shall be increased by three percent (3%) each lease year beginning January 1, 2014 and continuing and compounding each lease year thereafter.

ARTICLE IX

UTILITIES AND SERVICES

Section 9.01 Heating and Air-Conditioning

Landlord and Tenant acknowledge receipt of that certain HVAC Report dated as of September 25, 2012 and attached hereto and incorporated herein as Exhibit E (the "HVAC Report I"). Tenant shall pay all costs and expenses incurred for the issuance of HVAC Report I.

Tenant shall, at its sole cost and expense, contract for an additional HVAC report addressing the necessary repairs to the HVAC System in theaters 5, 8, 8A and the restrooms serving the Demised Premises (the "HVAC Report II").

Tenant shall, at its sole cost and expense, contract for a qualified service contractor (the "HVAC Contractor") to periodically, but no less frequently than semi-annually, inspect, clean and repair the heating, ventilation and air-conditioning systems for the leased Premises (the "HVAC System"), including changing filters on a semi-annual basis and shall provide copies of such contractor's reports to Landlord. Upon completion of Tenant's Work, Tenant shall be responsible for the maintenance of the HVAC System. In the event repairs or replacement to the HVAC System are necessary, Tenant shall arrange for such repairs or replacement at its sole cost and expense up to a maximum of One Thousand Five Hundred Dollars (\$1,500) per annum per HVAC System unit ("Tenant's HVAC Contribution"). If expense is estimated to be above \$1,500 then Tenant will provide notice to Landlord prior to making repairs. Provided Tenant retains the HVAC Contractor for regularly scheduled maintenance and repair of the HVAC System units, Landlord shall pay all HVAC System unit repair or replacement costs in excess of Tenant's HVAC Contribution. If Landlord elects to provide such inspection, cleaning and repair services to Tenant, Tenant shall utilize such services and pay for the same at rates that are competitive within the same geographical area in which the Center is located for similar services performed by others. Tenant shall maintain the Premises at such temperature as will prevent the freezing or bursting of pipes and the draining of heated and chilled air from any enclosed sections of the Center.

Heating and air-conditioning shall be thermostatically controlled in the Leased Premises, and Tenant agrees to operate same so that the temperature within the Leased Premises will be reasonably identical to that within the mall and connecting corridors.

Tenant solely shall be responsible for the maintenance and repair of its air-handling units, air-distribution systems, motors, controls, grilles and thermostats including the cleaning and servicing of filters.

Section 9.02 Interruption of Service

Landlord shall not be liable in damages or otherwise if the furnishing by Landlord or by any supplier of any utility service or other service to the premises shall be interrupted or impaired by fire, accident, riot, strike, act of God, the making of necessary repairs or improvements or by any causes beyond Landlord's control.

Section 9.03 Domestic Water

Landlord shall provide water to the Demised Premises.

Section 9.04 Utility Charges; Additional Utility Charges

Tenant agrees that it will not install equipment which will exceed or overload the capacity of any of the utility facilities and that if any equipment installed by Tenant shall require additional utility facilities, the required additional facilities shall be installed at Tenant's expense in accordance with plans and specifications to be approved in writing by Landlord. Landlord shall pay for any and/or all water and electricity ("Utility Charges") used in the Leased Premises. However, Tenant shall reimburse Landlord, in advance, for such Utility Charges the amount included in Tenant's Rent as Utility Charges as defined in Section 5.01 hereof. Utilities charged by Landlord will not exceed market value.

It is further understood and agreed that Tenant will reimburse Landlord for any and/or all electrical utility cost increases to Landlord ("Additional Utility Charges") in an amount equal to one and three-quarters cents (\$0.0175) per square foot of leased space for each one percent (1%), or percentage thereof, that such cost is increased from the "base period rate" (as hereinafter defined), said increases to be added to the Minimum Rent, provided that Tenant's Utility Charge as to any Lease Year shall in no event increase more than five percent (5%) over the Utility Charge for the prior Lease Year. In the event electrical utility costs to Landlord decrease in any year, Tenant shall be entitled to the benefit of such decrease, but only to the extent that such decrease offsets prior or future increases. Additionally, Landlord shall have the right to determine actual utility usage by audit, checkmeter, or otherwise. If such audit discloses that Tenant has not paid for all utilities consumed, or that Tenant has been overcharged, an adjustment shall be made and all subsequent billings shall be based on audit results. The term "base period rate" as used herein shall refer to the average of the actual utility rate for the first full lease year.

Landlord may, after thirty (30) days' notice to Tenant, cease to furnish any one or more of the utility services to the demised premises, without any responsibility to Tenant, except to connect Tenant's distribution facilities therefor with another source for the utility service so discontinued.

In no event shall Landlord be liable to Tenant in damages or otherwise for any interruption, curtailment or suspension of any of the foregoing utility services in the event of a default by Tenant under this Lease or due to repairs, action of public authority, strikes, acts of God or public enemy, or any other cause, whether similar or dissimilar to the aforesaid.

It is understood and agreed that Tenant's Utility Charges and Additional Utility Charges shall not be increased by more than five percent (5%) each Lease Year beginning January 1, 2014 and continuing and compounding each Lease Year thereafter.

Section 9.05 Compactor System

N/A

ARTICLE X

CONDUCT OF BUSINESS BY TENANT

Section 10.01 Use of Premises

The Leased Premises shall be occupied and used by Tenant solely for the purpose of conducting therein the business of the exclusive operation of a ten (10) screen theater facility for showing first-run motion pictures, marketing and sale of movie related collectibles and merchandise, the sale of concession items for on-premises consumption to theater patrons, including popcorn, candy, soft drinks and related confection items, and the incidental sale of video cassettes, compact discs or similar media of movies currently being shown at the theater facility. Tenant shall use the Demised Premises for no other purpose whatsoever without prior written consent of Landlord.

Section 10.02 Prompt Occupancy and Use

Subject to the provisions hereof, Tenant will occupy the Demised Premises upon commencement of the term, and thereafter, will continuously conduct in the Leased Premises the business permitted under Section 10.01 hereof. Tenant will not use or permit, or suffer the use of, the Demised Premises for any purpose not permitted under Section 10.01 hereof; will use only such minor portions of the Demised Premises as are reasonably required for storage and office purposes, and will conduct business therein only in its own name, unless and until the use of some other name is approved in writing by Landlord.

Section 10.03 Conduct of Business

Tenant agrees to continuously and uninterruptedly occupy and use the entire premises for the permitted use during the Lease Term; and to conduct Tenant's business in a reputable manner.

Tenant will remain open for business during the usual and regular hours and days that such businesses are customarily open for business in the trade area where the Shopping Center is located and, in addition, during all such days (including Sundays), nights and hours when one (1) or more of the Department Stores adjoining the Shopping Center are open for business.

Section 10.04 Operation by Tenant

(a) Tenant will keep all glass in the doors and windows of the Leased Premises clean; will keep all exterior store front surfaces clean; will replace promptly at its own expense with glass of like kind and quality any plate glass or window glass of the Leased Premises which may become cracked or broken unless by fire; will not place or maintain any merchandise, vending machines or other articles in any vestibule or entry of the premises, on the footwalks adjacent thereto, or elsewhere on the exterior thereof; will maintain the premises at its own expense in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; will not permit undue accumulation of garbage, trash, rubbish and other refuse, but will remove the same at its expense, and will keep such refuse in rat-proof containers within the interior of the premises until called for to be removed; will not use or permit the use of any objectionable

advertising medium, such as loudspeakers, phonographs, public address systems, sound amplifiers, radio or television broadcasts or of any musical instruments within the shopping center area and in any manner audible or visible outside the Leased Premises; will keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the confines of the premises; will not cause or permit objectionable odors to emanate or be dispelled from the premises; will not solicit business in the parking or other common areas nor distribute any hand bills or other advertising matter to, in or upon any automobiles parked in the parking or in any other common area; will not permit the loading or unloading of articles of any kind or the parking or standing of delivery vehicles of any kind outside of the area designated therefor in any manner that will interfere with the use of any driveway, walk, parking area, mall or other common area in the shopping center area; will comply with all laws and ordinances and all valid rules and regulations of governmental authorities and all recommendations of any public or private agency having authority over insurance rates, now or hereafter enacted, promulgated or adopted, with respect to the use or occupancy of the premises by Tenant; will not receive or ship articles of any kind except through the service facilities provided for that purpose by Landlord; will light the show windows of the premises and exterior signs each night of the year, during operating hours, to the extent which shall be required by Landlord; will not utilize any unethical methods of operation; and will conduct its business in the premises in all respects in a dignified manner and in accordance with high standards of store operation.

(b) Tenant will operate its business during the term of this Lease in a manner that will be compatible with and comparable to the other tenants in the shopping center. In order to comply with this covenant, Tenant shall maintain the quality of its operation at the same standard that it is currently maintaining in other operations in the area on the date of the signing of this Lease and which it has represented to Landlord, in consideration of Landlord making this Lease, it will maintain in the Demised Premises during the entire term of the Lease. This covenant includes, but shall not be limited to, the maintaining of the quality of the merchandise it shall offer for sale, the methods of doing business, the quality and the adequate staffing of personnel, and the continuous conducting of its business in a manner that will not impair the reputation of the shopping center as a desirable place to shop, nor of its general reputation as to the type of shopping center it represents to be, nor to cause the shopping center in any way to become out of harmony with the general character it represents and maintains to the general public.

(c) The parties covenant and agree that because of the difficulty or impossibility of determining Landlord's damages by way of loss of the anticipated percentage rent from Tenant or other tenants or occupants in or adjoining the shopping center, or by way of loss of value in the property because of diminished salability or mortgageability or adverse publicity or appearance by Tenant's actions, should Tenant (a) subject to Section 10.02 hereof, fail to take possession and open for business in the Demised Premises fully fixtured, stocked and staffed within the time specified herein, or (b) vacate, abandon or desert the Demised Premises, or (c) cease operating Tenant's business therein (except where the Demised Premises are rendered untenantable by reason of fire, casualty, permitted repairs or alterations or other causes beyond Tenant's control not resulting from the negligent acts or omissions of Tenant or Tenant's employees, agents, contractors, licensees, concessionaires or invitees), or (d) fail or refuse to maintain business hours, days or nights or any part thereof as provided in Section 10.03 hereof, then and in any of such events (hereinafter collectively referred to as "failure to do business") Landlord shall have the right, at its option, either (i) to collect not only the fixed minimum rent

and other rents and charges herein reserved, but also additional rent equal to one-half (1/2) of the fixed minimum annual rent reserved for the period of Tenant's failure to do business, computed at a daily rate for each and every day during such period, and such additional rent shall be deemed to be liquidated damages in lieu of any percentage rent that might have been earned by Landlord during such period, and (ii) to treat such failure to do business as an "Event of Default" within the meaning of ARTICLE XX of this Lease. As used herein the terms "vacate," "abandon" or "desert" shall not be defeated because Tenant may have left all or any part of its trade fixtures or other personal property in the Demised Premises.

Section 10.05 Painting, Decorating and Displays

Tenant will not paint, decorate or change the architectural treatment of any part of the exterior of the Leased Premises nor any part of the interior of the Leased Premises which shall be visible from the exterior thereof, without first obtaining Landlord's written approval thereof. Tenant agrees to promptly remove any such paint or decoration which has been applied or installed without Landlord's prior written approval upon the order of Landlord, or take such action with reference thereto as Landlord may direct.

Tenant will install and maintain at all times, subject to the other provisions of this paragraph, displays of merchandise in the show windows (if any) of the Leased Premises; and Tenant further agrees that all articles and the arrangement, style, color and general appearance thereof, in the interior of the premises which shall be visible from the exterior thereof, including, but not limited to, window displays, advertising matter, signs, merchandise and store fixtures, shall be maintained in the premises subject to the approval of Landlord with respect to whether same are in keeping with the character and standards of the shopping center area.

Section 10.06 Retail Restriction Limit N/A

Section 10.07 Tenant's Negative Covenants

A. Tenant will not operate or permit to be operated these premises for any use not set forth in the "Use Clause" hereof.

B. Tenant will not permit, allow or cause any public or private auction or any fire, "going out of business" or bankruptcy sales or auctions to be conducted on or from the Leased Premises and will not use or permit any use of the Leased Premises except in a manner consistent with the general high standards of merchandising in the shopping center area.

C. Tenant will not operate or conduct any part of the business from time to time generally conducted by any bank, branch bank, trust company, mutual savings bank, building and loan association, savings and loan association, finance company, or any other institution of any kind which has the right to receive deposits of money or to make loans, provided, however, that the foregoing provisions shall not be deemed to prevent Tenant from extending to its customers in the normal course of Tenant's business credit facilities of the nature commonly made available to customers, nor to prevent the establishment and operation of a credit union of the employees of Tenant.

D. Tenant will not operate or use, or permit or suffer to be operated or used, all or any part of the Leased Premises, or permit any sub-tenant or tenant to use, any sidewalk or any part of the mall without the prior written consent of Landlord. This subsection shall not modify, affect, nullify or abrogate from any other provisions of this Lease.

E. Tenant will not construct, erect or place any display, nor exhibit, show or display any merchandise, nor keep, store or stock any merchandise or other material of any kind or nature whatsoever closer to nor at an elevation higher than eighteen (18") inches below any and all fire sprinkler heads, thereby creating an open area free from all obstruction between all ceiling and sprinkler head areas and stock, merchandise, displays, etc., located thereunder of no less than eighteen (18") inches in height. Notwithstanding anything in this Lease to the contrary, in the event Tenant fails to comply strictly with the conditions and requirements of this Section 10.07 (E), Tenant shall be obligated to pay on demand to Landlord any and all increases in insurance premiums and/or penalties due or assessed against Landlord and/or other tenants as a result of such non-compliance. Tenant shall, further, be solely and fully responsible and liable for any and all damage from fire and other casualty caused, or contributed to, as a result of such non-compliance and for any deficiency in insurance award for restoration that may result from such non-compliance.

Section 10.08 Violation of Law

Tenant will not use or permit any person to use, in any manner whatsoever, the Leased Premises for any purpose, trade, business occupation or vocation whatever, which may, in any way, be disreputable, immoral or in violation of national, state or local laws.

ARTICLE XI

MAINTENANCE OF LEASED PREMISES

Section 11.01 Maintenance by Tenant

Tenant shall at all times keep the Leased Premises (including maintenance of exterior entrances, all glass and show window moldings) and all partitions, doors, door openers, fixtures, equipment and appurtenances thereof (including lighting, heating and plumbing fixtures, and any air-conditioning system) in good order, condition and repair (including reasonably periodic painting as determined by Landlord), damage by unavoidable casualty excepted, except for structural portions of the premises, which shall be maintained by Landlord, but if Landlord is required to make repairs to structural portions by reason of Tenant's negligent acts or omissions to act, Landlord may add the cost of such repairs to the rent which shall thereafter become due.

If Tenant shall fail to keep the Leased Premises in good order, condition and repair, Landlord may, at its option, after thirty (30) days written notice to Tenant, perform Tenant's maintenance obligations hereunder and add the cost of such repairs to the rent which shall hereafter become due.

Section 11.02 Maintenance by Landlord

Landlord covenants to keep or cause to be kept the foundations and roof of the Leased Premises, and the structural soundness of the floors and walls thereof in good order, repair and condition except for any damage thereon which is due to the negligence or misconduct of Tenant or its employees. Landlord shall not be liable to Tenant for any damage caused by the same being or becoming out of repair until it has had reasonable opportunity to have same repaired after being notified in writing of the need of same by Tenant. The provisions of this paragraph shall not apply in the case of damage or destruction by fire or other casualty or by Eminent Domain, in which event the obligations of Landlord shall be controlled by Article XVIII and Article XIX. Except as provided in this Section 11.02, Landlord shall not be obligated to make repairs, replacement or improvements of any kind upon the Leased Premises, or to any equipment, facilities or fixtures contained therein, which shall be the responsibility of Tenant. Nor shall Landlord be obligated to make roof or foundation repairs on the Addition if such repairs are the result of faulty or inferior workmanship during the construction of same.

Section 11.03 Surrender of Premises

At the expiration of the tenancy hereby created, Tenant shall surrender the Leased Premises in the same condition as the Leased Premises were in upon the beginning of the lease term under this Lease, reasonable wear and tear excepted, and damage by unavoidable casualty excepted, and shall surrender all keys for the Leased Premises to Landlord at the place then designated for the payment of rent and shall inform Landlord of all combinations of locks, safes and vaults, if any, in the Leased Premises.

ARTICLE XII

SIGNS, AWNINGS, CANOPIES, FIXTURES, ALTERATIONS

Section 12.01 Installation by Tenant

All fixtures installed by Tenant shall be new or completely reconditioned. Tenant shall not make or cause to be made any alterations, additions or improvements or install or cause to be installed any trade fixtures, exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades or awnings or make any changes to the store front without first obtaining Landlord's written approval and consent. Tenant shall present to Landlord plans and specifications for such work at the time approval is sought. Tenant shall be allowed to install a satellite dish on the roof of the premises, subject to Section 12.02.

Section 12.02 Removal and Restoration by Tenant

All installations, alterations, additions and/or improvements upon the Demised Premises, made by either party, including all trade fixtures, theater seating, concession equipment, screens, video games and items of a theatrical nature, pipes, ducts, conduits, wiring, paneling, partitions, railings, mezzanine floors, galleries, floor coverings, curtains and the like (except for property not owned by Tenant or otherwise owned by third parties) shall, unless Landlord otherwise elects in whole or in part, become the property of Landlord and shall remain upon and be surrendered with the Demised Premises as a part thereof at the expiration or sooner termination of the lease

term. Such alterations, changes, additions and improvements shall not be removed from the Demised Premises prior to the end of the term hereof without prior consent in writing from Landlord. In the event Landlord elects to have Tenant remove certain installations, alterations, additions or fixtures at the end of the term, Tenant shall promptly repair any damage caused by such removal and return the Demised Premises to the condition existing as of the commencement date of the Original Lease. Any equipment both owned and utilized by Tenant in the operation of the Leased Premises shall remain and become the property of Landlord upon termination of this Lease except to the extent that such equipment has been financed with and is the subject of a perfected security interest held by a third party.

Section 12.03 Tenant Shall Discharge All Liens

Tenant agrees that all contractors and subcontractors furnishing labor and/or materials to Tenant on the Leased Premises will furnish to Tenant a bond securing the payment of same and that a copy of such bond or bonds be furnished to Landlord within ten (10) days of the letting of any contract by Tenant or Tenant's general contractor. In lieu thereof, Tenant may secure lien waivers from all contractors and subcontractors furnishing labor and/or materials and copies of such waivers shall be sent to Landlord within thirty (30) days after completion of construction of business by Tenant.

Tenant shall promptly pay all contractors and materialmen, so as to minimize the possibility of a lien attaching to the Leased Premises, and should any such lien be made or filed, Tenant shall bond against or discharge the same within ten (10) days after written notice by Landlord.

Section 12.04 Signs, Awnings and Canopies

Tenant will not place or suffer to be placed or maintained on any exterior door, wall or window of the Leased Premises any sign, awning or canopy, or advertising matter or other thing of any kind, and will not place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the Leased Premises without first obtaining Landlord's written approval and consent. Tenant further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising matter or other thing as may be approved, in good condition and repair at all times.

ARTICLE XIII

INSURANCE AND INDEMNITY

Section 13.01 Liability Insurance

(a) Tenant shall keep in force with companies licensed to do business in the state or commonwealth where the Center is located, during the Term and such other times as Tenant occupies the Premises, the following insurance: (i) Commercial General Liability Insurance on the Premises and the business operated in or from the Premises, including coverage against assumed or contractual liability under this Lease, with minimum limits for bodily injury, property damage or personal and advertising injury of \$1,000,000 per occurrence and \$2,000,000 general aggregate; (ii) Business Auto Liability Insurance which insures against bodily injury and

property damage claims arising out of ownership, maintenance or use of any type of automobile, and which affords limits of not less than \$1,000,000 each coverage and policy limit; (iii) Workers Compensation Insurance in statutory limits for all employees and Employers Liability Insurance which affords limits of not less than \$1,000,000 each coverage and policy limit; (iv) Liquor Liability or Dram Shop (Insurance in an amount equal to \$1,000,000 each occurrence and policy limit (if Tenant is permitted to sell alcoholic beverages from the Premises); (v) Umbrella Excess Liability Insurance, on an occurrence basis, that applies in excess of the required general liability, business auto, dram shop and employers liability insurance, and which insures against bodily injury, property damage, personal injury, and advertising injury claims with limits of \$5,000,000 each occurrence and general aggregate.

(b) Tenant shall deliver to Landlord, at the address of the Center specified in the Indenture of Lease to the attention of the general manager, certificates of the insurance required by this Section during the Term, so that Landlord always has a current certificate. Tenant may maintain coverage under a policy of blanket insurance which meets the requirements of this Section and which provides that any general aggregate limit under Tenant's liability insurance applies separately to the Premises and other locations of Tenant, except that there will be no requirement that the aggregate limit apply separately to the Premises if the general aggregate limit is \$50,000,000 or more. The insurance company or companies providing Tenant's insurance will have a Best Rating of A-VIII or better. If Tenant breaches its obligation to obtain and keep in effect any insurance required of this Section, Tenant shall indemnify and hold Landlord harmless against any loss that would have been covered by such insurance..

Section 13.02 Fire Insurance

Tenant shall maintain, at its own cost and expense, fire and extended coverage, vandalism, malicious mischief and special extended coverage insurance in an amount adequate to cover the cost of replacement of all alterations, changes, decorations, additions, fixtures and improvements in the Demised Premises in the event of a loss, in companies and in form acceptable to Landlord. The insurance which Tenant agrees to carry in this section shall insure the full insurable value of the improvements and betterments installed by Landlord or Tenant in the Demised Premises, whether the same have been paid for entirely or partially by Tenant. Tenant will further deposit the policy or policies of such insurance or certificate thereof with Landlord.

Section 13.03 Insurance, Tenant's Operation

Tenant will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Leased Premises which will contravene Landlord's policies insuring against loss or damage by fire or other hazards (including, but not limited to, public liability) or which will prevent Landlord from procuring such policies in companies acceptable to Landlord. If anything done, omitted to be done or suffered to be done by Tenant, or kept or suffered by Tenant to be kept, in, upon or about the premises shall cause the rate of fire or other insurance on the Leased Premises or other property of Landlord, in companies acceptable to Landlord, to be increased beyond the minimum rate from time to time applicable to the premises for use for the purposes permitted under this agreement or such other property for the use or uses made thereof, Tenant will pay the amount of such increase promptly upon Landlord's demand.

Section 13.04 Increase in Insurance Premiums

In addition to the increase in insurance premiums provided for in Section 13.03 hereof caused by Tenant's operation, Tenant shall pay to Landlord the amount (if any) by which the premiums for fire and extended coverage insurance with vandalism and malicious mischief endorsements and liability insurance payable for any lease year with respect to the Demised Premises, exceed the amount of such premiums payable with respect to the first full lease year of the term hereof. In the event premiums payable by Landlord for such include buildings or stores other than the building constituting Tenant's Demised Premises, then any such increase in premium shall be divided between the Demised Premises and such other buildings and stores to the end that Tenant shall pay only its equitable proportion of any such increase. Tenant shall pay all such amounts upon demand from Landlord, which demand shall be accompanied by a statement setting forth the basis of such payment due from Tenant.

Section 13.05 Indemnification of Landlord

(a) Except for the negligence or willful misconduct of Landlord or its agents, servants, employees or contractors, Tenant shall indemnify, save harmless and, at Landlord's option, defend Landlord, Landlord's management agent, and mortgagee, if any, and their respective principals, officers, agents, servants, employees, and contractors from and against all claims, actions, damages, liability and expense, including without limitation reasonable attorneys' fees and expenses incurred by Landlord in connection with any loss of life, personal injury or damage to property arising directly from Tenant's operations, the condition, use maintenance, repair or occupancy of the Premises, or Tenant's sublessees, respective agents, employees, servants, invitees or contractors, including but not limited to Tenant's failure to provide additional security in connection with any potentially controversial films.

ARTICLE XIV

OFFSET STATEMENT, ATTORNMENT, SUBORDINATION

Section 14.01 Offset Statement

Within ten (10) days after request therefor by Landlord, or in the event of any sale, assignment or hypothecation of the Leased Premises and/or the land thereunder by Landlord, Tenant agrees to execute and deliver in recordable form, a declaration to any proposed mortgagee or purchaser or Landlord: (i) ratifying this Lease; (ii) expressing the commencement and termination dates thereof; (iii) certifying that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended (except by such writings as shall be stated); (iv) that all conditions under this Lease to be performed by Landlord have been satisfied; (v) that there are no defenses or offsets against the enforcement of this Lease by Landlord, or stating those claimed by Tenant; (vi) the amount of advance rental, if any (or none if such is the case), paid by Tenant; (vii) the date to which rental has been paid; and (viii) the amount of security deposited with Landlord. Landlord's mortgage lenders and/or purchasers shall be entitled to rely upon the same.

Section 14.02 Attornment

Tenant shall, in the event of the sale or assignment of Landlord's interest in the building of which the Demised Premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Landlord covering the Demised Premises, attorn to the purchaser and recognize such purchaser as Landlord under this Lease.

Section 14.03 Subordination and Attornment

This Lease is automatically subordinate to the lien of any presently existing or future mortgage or other method of financing, ground lease of the Shopping Center, and any operating or reciprocal easement or similar agreements entered into between Landlord and other owners or lessees of real estate within or near the Shopping Center. If the Premises or Shopping Center comes into the hands of a mortgagee, ground lessor or any other person as a result of a foreclosure, exercise of power of sale, termination of ground lease, or otherwise, Tenant shall attorn to the purchaser, mortgagee or other such person and recognize the same as Landlord under this Lease, subject to all the terms and conditions of this Lease. Upon written request from Landlord, Tenant shall execute all documents to evidence such subordination and attornment within 10 days of request therefor. The subordination of this Lease set forth above is made on the condition that so long as Tenant is not in default of any of its obligations under this Lease beyond any applicable cure period, Tenant's possession of the Premises and its rights under this Lease will not be disturbed or terminated as a result of any default by Landlord under any such mortgage or other agreement, or by the foreclosure or termination thereof.

Section 14.04 Attorney-in-Fact

Tenant, upon request of any party in interest, shall execute promptly such instruments or certificates to carry out the intent of Section 14.02 and 14.03 above as shall be requested by Landlord. Tenant hereby irrevocably appoints Landlord as attorney-in-fact for Tenant with full power and authority to execute and deliver in the name of Tenant any such instruments or certificates. If fifteen (15) days after the date of a written request by Landlord to execute such instruments Tenant shall not have executed same, Landlord may, at its option, cancel this Lease without incurring any liability on account thereof, and the term hereby granted is expressly limited accordingly.

ARTICLE XV

ASSIGNMENT, SUBLETTING AND CONCESSIONS

Section 15.01 Consent Required

Tenant will not assign this Lease in whole or in part, nor sublet all or any part of the premises, nor license concessions or lease departments therein, without the written consent of Landlord first obtained. Consent by Landlord to any assignment or subletting shall not constitute a waiver or the necessity for such consent to any subsequent assignment or subletting. This prohibition against assigning or subletting shall be construed to include a prohibition against any subletting or assignment by operation of law. If this Lease be assigned, or if the Leased

Premises or any part thereof be underlet or occupied by anybody other than Tenant, Landlord may collect rent from the assignee, under-tenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, under-tenant or occupant as tenant, or a release on the part of Tenant herein contained. Notwithstanding any assignment or sublease, Tenant shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease.

Section 15.02 Corporate Ownership

If at any time during the term of this Lease all or any material part of the ownership or control of Tenant shall be transferred by sale, assignment, bequest, inheritance, operation of law or other disposition, so as to result in a change in the present effective voting control of Tenant which is different than that which exists on the date of this Lease, then Tenant shall promptly notify Landlord in writing of such change.

ARTICLE XVI

MARKETING EFFORTS

Landlord and Tenant agree to pursue and perform the elements of a renewed effort to effectively market Tenant's operations in the renovated theater as detailed on Exhibit F to this Lease.

ARTICLE XVII

SECURITY DEPOSIT

Section 17.01 Amount of Deposit

N/A

Section 17.02 Use and Return of Deposit

N/A

Section 17.03 Transfer of Deposit

N/A

ARTICLE XVIII

DAMAGE AND DESTRUCTION

Section 18.01 Total or Partial Destruction

If the Demised Premises are damaged by fire or other insured casualty not occurring through any act or failure to act on the part of Tenant, its agents, servants or employees, and such damage can be repaired within one hundred and eighty (180) days of the date of such occurrence, this Lease shall remain in full force and effect, and Landlord shall promptly repair such damage at its expense, and in that event, there shall be a proportionate abatement of rent for so much of the Demised Premises as may be untenable during the period of repair or restoration.

If, in the opinion of a registered architect or engineer appointed by Landlord, the Demised Premises are damaged by fire or other casualty to such an extent that the damage cannot be repaired or restored within 180 days from the date of such occurrence, this Lease shall terminate at the option of Landlord upon written notice given within sixty (60) days after such occurrence. If this option is not exercised by Landlord, then this Lease shall continue in full force and effect and Landlord shall promptly repair such damage to the condition which existed prior to Tenant's accepting the Demised Premises, and in that event, there shall be a proportionate abatement of the rent for so much of the Demised Premises as may be untenable during the period of repair or restoration.

If the Demised Premises are damaged by fire or other casualty due to any act or failure to act on the part of Tenant, its agents, servants or employees, in addition to any other remedy provided Landlord under the terms of this Lease, Landlord, at its option, may terminate this Lease upon written notice given within thirty (30) days after such occurrence, but nothing contained herein will relieve Tenant of its obligation to restore the Demised Premises as provided in Section 11.03.

In addition, there shall be no obligation upon the part of Landlord to repair or rebuild during the last three (3) lease years of the term of this Lease unless Tenant and Landlord shall, within thirty (30) days after such occurrence, reach a mutually satisfactory agreement.

Section 18.02 Partial Destruction of Shopping Center Area

In the event that twenty-five (25%) percent or more of the rentable area of the shopping center shall be damaged or destroyed by fire or other cause, notwithstanding that the Leased Premises may be unaffected by such fire or other cause, Landlord at its option may terminate this Lease and the tenancy hereby created by giving to Tenant five (5) days written notice of Landlord's election so to do which notice shall be given, if at all, within the sixty (60) days following the date of such occurrence. Rent shall be adjusted as of the date of such termination.

ARTICLE XIX

EMINENT DOMAIN

Section 19.01 Condemnation

If ten (10%) percent or more of the Demised Premises or fifteen percent (15%) or more of the shopping center of which the Demised Premises are a part, shall be acquired or condemned by right of eminent domain for any public or quasi-public use or purpose, then Landlord at its election may terminate this Lease by giving notice to Tenant of its election, and in such event rentals shall be apportioned and adjusted as of the date of termination.

If the term of this Lease shall not be terminated as aforesaid, then the term of this Lease shall continue in full force and effect, and Landlord shall within a reasonable time after possession is physically taken (subject to delays due to shortage of labor, materials or equipment, labor difficulties, breakdown of equipment, government restrictions, fires, other casualties or other causes beyond the reasonable control of Landlord) repair or rebuild what may remain of the Demised Premises for the occupancy of Tenant; and a just proportion of the minimum rent shall be abated, according to the nature and extent of the injury to the Demised Premises, until what may remain of the Demised Premises shall be repaired and rebuilt as aforesaid; and thereafter a just proportion of the minimum rent shall be abated, according to the nature and extent of the part of the Demised Premises acquired or condemned, for the balance of the term of the Lease.

Section 19.02 Damages

Landlord reserves to itself, and Tenant assigns to Landlord, all rights to damages accruing on account of any such taking or condemnation or by reason of any act of any public or quasi-public authority for which damages are payable. Tenant agrees to execute such instruments of assignment as may be required by Landlord, to join with Landlord in any petition for the recovery of damages, if requested by Landlord, and to turn over to Landlord any such damages that may be recovered in any such proceeding. If Tenant shall fail to execute such instruments as may be required by Landlord, or to undertake such other steps as may be requested as herein stated, then and in any such event, Landlord shall be deemed the duly authorized irrevocable agent and attorney-in-fact of Tenant to execute such instruments and undertake such steps as herein stated in and on behalf of Tenant. It is agreed and understood, however, that Landlord does not reserve to itself, and Tenant does not assign to Landlord, any damages payable for trade fixtures installed by Tenant at its own cost and expense and which are not part of the realty.

ARTICLE XX

DEFAULT BY TENANT AND REMEDIES

Section 20.01 Right to Re-enter

Tenant hereby grants to Landlord a first lien, paramount to all others, on every right and interest of Tenant in and to all of the furnishings, equipment, fixtures, inventory and other

personal property of any kind belonging to Tenant, or the equity of Tenant therein, which property is on, or may be placed on, the leased property. Such lien is granted for the purpose of securing the payment of rent, taxes, assessments, charges, liens, penalties, and damages herein covenanted to be paid by Tenant, and for the purpose of securing the performance of all of Tenant's obligations under this Lease. Tenant shall, upon the request of Landlord, sign a Financing Statement (UCC Form 1) covering the furnishings, equipment, fixtures, inventory and other personal property of Tenant which is on, or may be placed on, the leased property, in order that Landlord may perfect his lien. In the event of a default by Tenant, as hereinafter provided, Landlord shall have the right to take possession of any furnishings, equipment, fixtures, inventory, and other personal property of Tenant on the leased property and shall have the right to sell or otherwise dispose of said property, in a commercially reasonable manner, to satisfy the indebtedness of Tenant, including the reasonable expense of holding and preparing for sale said personal property and the reasonable attorneys' fees and legal expenses incurred by Landlord. Tenant hereby waives all rights of homestead or exemption in such furnishings, equipment, fixtures, inventory and other personal property to which it may be entitled under the constitution and laws of this state. Such lien shall be in addition to all rights and remedies provided to Landlord under this Lease or given Landlord under the statutes of this state.

In the event of any failure of Tenant to pay any rental due hereunder within ten (10) days after the same shall be due, or any failure to perform any other of the terms, conditions, or covenants of this Lease to be observed or performed by Tenant for more than thirty (30) days after written notice of such default shall have been given to Tenant, or if Tenant or any agent of Tenant, shall falsify any report required to be furnished to Landlord pursuant to the terms of this Lease, or if Tenant or any guarantor of this Lease shall become bankrupt or insolvent, or file any debtor proceedings or take or have taken against Tenant or any guarantor of this Lease in any court pursuant to any statute either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's or any such guarantor's property, or if Tenant or any such guarantor makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement, or if Tenant shall abandon said premises, or suffer this Lease to be taken under any writ of execution, then Landlord besides other rights or remedies it may have, shall have the immediate right of re-entry without service of notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby.

Section 20.02 Right to Relet

Should Landlord elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may from time to time without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the premises, and relet said premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rents and upon such other terms and conditions as Landlord in its sole discretion may deem advisable; upon each such reletting all rentals received by Landlord from such reletting shall be applied, first to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second to the payment of any costs and expenses of such reletting, including brokerage fees and attorneys' fees of costs of such alterations and repairs; third to the payment of rent due and unpaid hereunder, and the residue, if any, shall be held by

Landlord and applied in payment of future rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month be less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of said premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction.

Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach. Should Landlord at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Leased Premises, reasonable attorneys' fees, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Leased Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord. In determining the rent which would be payable by Tenant hereunder, subsequent to default, the annual rent for each year of the unexpired term shall be equal to the average annual minimum and percentage rents paid by Tenant from the commencement of the term to the time of default, or during the preceding three (3) full calendar years, whichever period is shorter.

Section 20.03 Legal Expenses

In the event either party hereto institutes legal action or proceedings arising out of or in any way connected with this Lease, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs incurred in connection therewith.

Landlord shall also be entitled to recover its reasonable attorneys' fees and costs incurred in any bankruptcy action filed by or against Tenant, including, without limitation, those incurred in seeking relief from the automatic stay, in dealing with the assumption or rejection of this Amended and Restated Lease, in any adversary proceeding, and in the preparation and filing of any proof of claim, provided however such recovery shall not exceed \$10,000 in the aggregate.

Section 20.04 Waiver of Jury Trial and Counterclaims

N/A

Section 20.05 Waiver of Rights of Redemption

Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Leased Premises, by reason of the violation by Tenant of any of the covenants or conditions of this Lease, or otherwise.

ARTICLE XXI

DEFAULT BY LANDLORD

Section 21.01 Default Defined, Notice

Landlord shall in no event be charged with default in the performance of any of its obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days (or such additional time as is reasonably required to correct any such default) after notice to Landlord by Tenant properly specifying wherein Landlord has failed to perform any such obligations.

Section 21.02 Notice to First Mortgagee

Tenant agrees to give any Mortgage and/or Trust Deed Holders, by registered mail, a copy of any notice of default served upon Landlord, provided that prior to such notice Tenant has been notified in writing by way of notice of assignment or rents and leases or otherwise of the address of such Mortgagees and/or Trust Deed Holders. Tenant further agrees that if Landlord shall have failed to cure such default within the time provided for in this Lease, then the Mortgagees and/or Trust Deed Holders shall have an additional thirty (30) days within which to cure such default; or if such default cannot be cured within that time, then such additional time as may be necessary, if it has commenced and is diligently pursuing the remedies necessary to cure such default, including, but not limited to commencement of foreclosure proceedings, if necessary, to effect such cure; in which event, this Lease shall not be terminated while such remedies are being so diligently pursued.

ARTICLE XXII

TENANT'S PROPERTY

Section 22.01 Taxes on Leasehold

Tenant shall be responsible for and shall pay before delinquent all municipal, county, federal or state taxes assessed during the term of this Lease against any leasehold interest or personal property of any kind, owned by or placed in, upon or about the Demised Premises by Tenant.

Section 22.02 Assets of Tenant

In the event that taxing authorities in the locality in which the Demised Premises are located include or calculate in the overall real estate taxes the value of improvements made by Tenant on machinery, equipment, fixtures, tools, stock in trade, inventory, or other assets of Tenant, then in that event Tenant shall pay the entire real estate tax bill on such items and not only the "increased" taxes thereon.

Section 22.03 Loss and Damages

Landlord shall not be liable for any damage to property of Tenant or of others located on the Leased Premises, nor for the loss of or damage to any property of Tenant or of others by theft or otherwise. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the Leased Premises or from the pipes, appliances or plumbing works or from the roof, street, or subsurface or from any other place or by dampness or by any other cause of whatsoever nature. Landlord shall not be liable for any such damage caused by other tenants or persons in the Leased Premises, occupants of adjacent property, of the shopping center, of the public, or caused by operations in construction of any private, public or quasi-public work. Landlord shall not be liable for any latent defect in the Leased Premises or in the building of which they form a part. All property of Tenant kept or stored on the Leased Premises shall be so kept or stored at the risk of Tenant only and Tenant shall hold Landlord harmless from any claims arising out of damage to the same, including subrogation claims by Tenant's insurance carrier, unless such damage shall be caused by the willful act or gross neglect of Landlord.

Section 22.04 Notice by Tenant

Tenant shall give immediate notice to Landlord in case of fire or accidents in the Leased Premises or in the building of which the premises are a part, of defects therein or in any fixtures or equipment.

Section 22.05 Mutual Release

Landlord hereby releases and discharges Tenant, its subtenants, licensees and their agents and employees of and from all liability to Landlord and to anyone claiming by, through or under Landlord by subrogation or otherwise on account of any loss or damage caused by or arising out of any fire or other insurable casualty, however caused. Tenant hereby releases and discharges Landlord, and any other persons, firms and corporations, having an interest in the Leased Premises, their agents and employees of and from all liability to Tenant and to anyone claiming by, through or under Tenant by subrogation or otherwise on account of any loss or damage resulting from the interruption of Tenant's business caused by or arising out of any fire or other insurable casualty, however caused.

ARTICLE XXIII

ACCESS BY LANDLORD

Section 23.01 Right of Entry

Landlord or Landlord's agents shall have the right to enter the Leased Premises at all times to examine the same, and to show them to prospective purchasers or lessees of the building, and to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable, and Landlord shall be allowed to take all material into and upon said premises that may be required therefor without the same constituting an eviction of Tenant in whole or in part and the rent reserved shall in no wise abate while said repairs, alterations, improvements, or additions are being made, by reason of loss or interruption of business of

Tenant, or otherwise. During the six (6) months prior to the expiration of the term of this Lease, or any renewal term, Landlord may exhibit the premises to prospective tenants or purchasers, and place upon the premises the usual notices "To Let" or "For Sale" which notices Tenant shall permit to remain thereon without molestation. Nothing herein contained, however, shall be deemed or construed to impose upon Landlord any obligation, responsibility or liability whatsoever, for the care, maintenance or repair of the building or any part thereof except as otherwise herein specifically provided.

Section 23.02 Excavation

If an excavation shall be made upon land adjacent to the Leased Premises, or shall be authorized to be made, Tenant shall afford to the person causing or authorized to cause such excavation, license to enter upon the Leased Premises for the purpose of doing such work as Landlord shall deem necessary to preserve the wall or the building of which the Leased Premises form a part, from injury or damage and to support the same by proper foundations, without any claim for damages or indemnification against Landlord or diminution or abatement of rent.

ARTICLE XXIV

HOLDING OVER, SUCCESSORS

Section 24.01 Holding Over

Any holding over after the expiration of the term hereof, with the consent of Landlord, shall be construed to be a tenancy from month to month at one and one-half (1 1/2) times the rent herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.

Section 24.02 Successors

All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors, and assigns of the said parties, and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved by Landlord in writing as provided in Section 15.01 hereof.

ARTICLE XXV

QUIET ENJOYMENT

Section 25.01 Landlord's Covenant

Upon payment by Tenant of the rents herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the term hereby demised without hindrance or interruption by Landlord or any other person or persons

lawfully or equitably claiming by, through or under Landlord, subject, nevertheless, to the terms and conditions of this Lease.

ARTICLE XXVI

HAZARDOUS MATERIALS

Section 26.01 Hazardous Material.

(a) Tenant may not cause or permit any Hazardous Material to be brought on, kept, used, discharged, leaked or emitted in, about or treated at the Premises. If the Premises contain any Hazardous Material brought onto the Premises by Tenant, an affiliate of Tenant, or their respective agents, employees, contractors or invitees, Tenant shall remove such material at Tenant's cost and expense. Such removal work will be performed on behalf of Tenant by a contractor approved by Landlord and will be done in compliance with all applicable governmental laws, ordinances, rules, regulations, codes and other governmental restrictions or requirements. Tenant shall promptly remedy any damage to the Premises arising from Tenant's removal, disturbance or release of any Hazardous Material and pay to Landlord the amount of any and all costs, expenses or damages incurred by Landlord arising from such removal, disturbance or release. Without limiting the generality of the foregoing, if the presence of any Hazardous Material on or about the Premises or the Center caused or permitted by Tenant results in the contamination of the Premises or the Center, Tenant, at its cost and expense, shall promptly take all action and expense necessary to return the Premises and the Center to the condition existing prior to the introduction of any such Hazardous Material to the Premises or Center after first obtaining Landlord's written approval of such actions. Notwithstanding the foregoing, Tenant shall not be in breach of this provision as a result of the presence in the Premises of minor amounts of hazardous or toxic materials which are in compliance with all applicable laws, ordinances and regulations and are customarily present in a general retail use, such as computer chemicals and janitorial supplies.

(b) "Hazardous Material" means any hazardous, radioactive or toxic substance, material or waste, including without limitation, those substances, materials and wastes (whether or not mixed, commingled or otherwise combined with other substances, materials or wastes) listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or substances, materials and wastes which are or become regulated under any applicable local, state or federal law, including without limitation any material, waste or substance which is (i) a petroleum product, crude oil or any fraction thereof, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251, et seq. (33 U.S.C. Section 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Section 1317), (v) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq. (42 U.S.C. Section 6903) or (vi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601, et seq. (42 U.S.C. Section 9601).

ARTICLE XXVII
MISCELLANEOUS

Section 27.01 Waiver

The waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Lease shall be deemed to have been waived by Landlord, unless such waiver be in writing by Landlord.

Section 27.02 Entire Agreement

This Lease and the Exhibits, and Rider, if any, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Leased Premises and there are no covenants, promises, agreements, conditions or understanding, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall, be binding upon Landlord or Tenant unless reduced to writing and signed by them.

Section 27.03 No Partnership

Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, or joint adventurer or a member of a joint enterprise with Tenant. The provisions of this Lease relating to the percentage rent payable hereunder are included solely for the purpose of providing a method whereby the rent is to be measured and ascertained.

Section 27.04 Force Majeure

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section 26.05 shall not operate to excuse Tenant from prompt payment of rent, percentage rent, additional rent or any other payments required by the terms of this Lease.

Section 27.05 Submission of Lease

The submission of this Lease for examination does not constitute an offer to lease, and this Lease becomes effective only upon execution thereof by Landlord and Tenant. Upon the execution of this Lease by Tenant, Landlord is granted by Tenant an option on the part of Landlord for thirty (30) days to execute and complete this Lease. Said option may not be withdrawn during said thirty (30) day period. If Landlord shall not execute this Lease within said period and immediately thereafter return a fully executed copy to Tenant, Tenant may withdraw its offer hereunder.

Section 27.06 Notices

All notices from Tenant to Landlord required or permitted by any provision of this agreement shall be directed to Landlord as follows:

GG&A Central Mall Partners, L.P. – Port Arthur
124 Johnson Ferry Road, N.E.
Atlanta, GA 30328

All notices from Landlord to Tenant so required or permitted shall be directed as follows, namely:

Dickinson Theatres, Inc.
6801 W. 107th Street
Overland Park, Kansas 66212

All notices to be given hereunder by either party shall be in writing and given to Landlord or Tenant, and shall be sent by registered or certified mail, postage prepaid, addressed to the party intended to be notified at the post office address set forth above. Either party may, at any time, or from time to time, designate in writing a substitute address for that above set forth, and thereafter notices shall be directed to such substitute address, and notice given as aforesaid shall be sufficient service thereof and shall be deemed given as of the date when received, as evidenced by the return receipt of the registered or certified mail. A duplicate copy of all notices from Tenant shall be sent to mortgagee as provided for in Section 21.02.

Section 27.07 Captions and Section Numbers

The captions, section numbers, article numbers, and index appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections or articles of this Lease nor in any way affect this Lease.

Section 27.08 Landlord and Tenant Defined

It is understood that the term Landlord and Tenant used herein shall be construed to mean Landlords and Tenants where there is more than one, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, masculine or feminine, shall in all cases be assumed as though fully expressed.

The term "Landlord" as used in this agreement, shall be Subsidiary, Affiliated and/or Associate Firms and Corporations as now or hereafter may be acquired.

Section 27.09 Joint and Several Liability

In the event that two or more individuals, corporations, partnerships or other business associations (or any combination of two or more thereof) shall sign this Lease agreement as Tenant, the liability of each such individual, corporation, partnership or other business association to pay rent and perform all other obligations hereunder shall be deemed to be joint and several. In like manner, in the event that Tenant named in this Lease agreement shall be a partnership or other business association, the members of which are, by virtue of statute, or general law, subject to personal liability, then and in that event, the liability of each such member shall be deemed to be joint and several.

Section 27.10 Limitation of Liability

Anything to the contrary herein contained notwithstanding, if Landlord, its successors and assigns, is a mortgagee, an individual, a joint venture, a tenancy in common, a firm or partnership, general or limited, it is specifically understood and agreed that there shall be absolutely no personal liability on the part of the members of such firm, partnership or joint venture with respect to any of the terms, covenants, conditions and provisions of this Lease, and Tenant shall look solely to the equity of Landlord, its successors and assigns in the "shopping center" for the satisfaction of each and every remedy of Tenant in the event of any breach of Landlord, its successors and assigns, of any of the terms, covenants, conditions and provisions of this Lease to be performed by Landlord, such exculpation of personal liability is to be absolute and without any exception whatsoever.

Section 27.11 Broker's Commission

Neither Landlord nor Tenant has dealt with any broker or agent in connection with the negotiation or execution of this Lease, other than CBCAAA and Lee & Associates/Russell Pearson, whose commissions shall be paid by Landlord pursuant to a separate written agreement. Tenant and Landlord shall each indemnify the other against all costs, expenses, attorneys' fees, liens and other liability for commissions or other compensation claimed by any other broker or agent claiming the same by, through, or under the indemnifying party.

Section 27.12 Partial Invalidity

If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 27.13 Recording

Landlord may, whenever Landlord deems it necessary, record this Lease and abstracts and memoranda thereof, whether required or permitted by law in whatever states or jurisdictions in which the same is recordable, at Tenant's sole cost and expense (including, but not limited to, the recording fees, taxes and all other costs and expenses of recordation), which Tenant shall pay to Landlord immediately upon any such recordation; and further, Landlord shall have such right of recordation notwithstanding any recordation, if any, of this Lease or any abstracts or memoranda thereof by Tenant, or any other act of Tenant.

Section 27.14 Applicable Law

This Lease agreement shall be construed under the laws of the state wherein the demised premises are situated.

Section 27.15 Disputed Charges

Tenant shall notify Landlord in writing within 60 days after receipt of any notice of payment due under this Lease if Tenant disputes the amount of such payment or the fact that such payment is due from Tenant. Failure to deliver this notice will constitute a waiver of Tenant's right to dispute such billing or the amount thereof. Delivery of notice of dispute will not release Tenant from its responsibility to make such payment in a timely fashion, nor mitigate Landlord's rights under this Lease in connection with Tenant's failure to do so. Upon receipt of notice of a disputed charge and the payment of such charge, Landlord and Tenant agree to cooperate with reasonable diligence to come to agreement on the validity or any agreed upon adjustment to said charge.

Section 27.16 Security

Tenant agrees that it will, at its sole cost and expense, retain and maintain the services of off-duty police officers to provide security in the lobby of the Leased Premises, as well as in the parking areas outside the Leased Premises, each and every Friday and Saturday night which the Leased Premises are open for business beginning at six o'clock (6:00) p.m. until closing.

Section 27.17 Exclusive

Landlord hereby agrees not to lease space to any other tenant in the Shopping Center for the purpose of the operation of a theater facility so long as Tenant is operating the Leased Premises for such purpose.

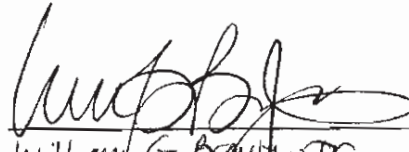
IN WITNESS WHEREOF, Landlord and Tenant have signed and sealed this lease as of the day and year first above written.

LANDLORD: GG&A CENTRAL MALL PARTNERS, L.P.
a Delaware limited partnership

By: its general partner, GG&A Central, LLC,
a Delaware limited liability company

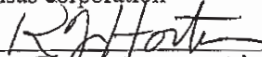
TENANT:

By:


William G. Brawley Jr.
Vice President

Dickinson Theatres, Inc.
a Kansas corporation

By:


Name: Ronald J. Horton
Title: President & CEO

ACKNOWLEDGMENTS

STATE OF KANSAS)

) ss.

COUNTY OF Johnson)

BEFORE ME, the undersigned officer, on this day personally appeared RONALD J HORTON, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this 9TH day of November, 2012.



[Signature]
Notary Public

My Commission Expires: 4/6/16

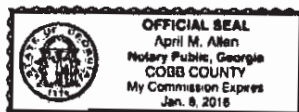
GEORGIA
STATE OF ~~TEXAS~~)

) ss.

FULTON
COUNTY OF ~~BOWIE~~)

BEFORE ME, the undersigned officer, on this day personally appeared George Warrick, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this 12th day of November, 2012.



[Signature]
Notary Public

My Commission Expires: 01-08-2016

William H. Brown, Jr.

CENTRAL MALL, PORT ARTHUR, TEXAS
LEGAL DESCRIPTION
RESERVE PARCEL "G"

Being a tract or parcel of land containing 40.011 acres, more or less, out of Block 13, Range "I", and Block 13, Range "J" of the Port Arthur Land Company Subdivision, as recorded in Volume 1, Page 22, of the Map Records of Jefferson County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

COMMENCING at the point of intersection of the old Southerly line of a 120 foot wide F.M. Highway 365 and Westerly right of way of a 100 foot drainage easement dedicated by Volume 1567, Page 472, Jefferson County Deed Records;

THENCE, South 40 deg. 28 min. 00 sec. West 300 feet along the old Southerly line of a 120 foot right of way of F.M. Highway 365 to a point;

THENCE, continuing South 40 deg. 28 min. 00 sec. West 215.44 feet along the old Southerly line of F.M. Highway 365 to a point;

THENCE, South 41 deg. 22 min. West 224.59 feet to a point in the old right of way of P.M. Highway 365;

THENCE, South 49 deg. 30 min 00 sec. East 80.06 feet to an intersecting point of F.M. Highway 365 right of way and Central Mall Drive right of way;

THENCE, South 41 deg. 22 min. 00 sec. West 377.42 feet along the right of way line of F.M. Highway 365 to the Point of Beginning in said 40.011 acre tract;

THENCE, South 48 deg. 35 min. 00 sec. East, 70.087 feet to a point for corner;

THENCE, North 41 deg. 25 min. 00 sec. East, 23.698 feet to a point for corner;

THENCE, along a curve with radius of 269.95 feet, with a Central Angle of 73 deg. 14 min. 33 sec., Arc Length of 345.083 feet, a Chord Bearing of North 78 deg. 02 min. 16 sec. East, Chord Length of 322.063 to a point for corner;

THENCE, North 28 deg. 16 min. 12 sec. East, 101.731 feet to a point for corner; said point also being on the right of way of Central Mall Drive;

THENCE, along said right of way of Central Mall Drive South 49 deg. 30 min. 00 sec. East, 68.504 feet to a point for corner;

THENCE, continuing along the right of way of Central Mall Drive along a curve having a radius of 735 feet with a Central Angle of 31 deg. 17 min. 37 sec., Arc Length of 401.441 feet, a Chord Bearing of South 65 deg. 08 min. 45 sec. East, Chord Length of 396.469 feet to a point for corner;

THENCE, South 80 deg. 47 min. 38 sec. East, 50 feet to a point for corner;

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THENCE, along a curve with radius of 555.00 feet, with a Central Angle of 03 deg. 02 min. 27 sec., a Chord Bearing of South 79 deg. 16 min. 25 sec. East, Chord Length of 29.453 feet, Arc Length of 29.543 feet to a point for corner;

THENCE, departing said right of way, South 12 deg. 14 min. 51 sec., West 90.893 feet to a point for corner;

THENCE, along a curve with radius of 497.50 feet, with a Central Angle of 27 deg. 30 min. 15 sec., a Chord Bearing of South 34 deg. 49 min. 51 sec. East, Arc Length of 238.820, Chord Length of 236.533 feet to a point for corner;

THENCE, North 71 deg. 20 min. 16 sec. East 15.523 feet to a point for corner;

THENCE, along a curve with radius of 555.938 feet with a Central Angle of 19 deg. 40 min. 00 sec., Arc Length of 190.824 feet, a Chord Bearing of North 61 deg. 30 min. 25 sec. East, Chord Length of 189.888 feet to a point for corner;

THENCE, North 51 deg. 40 min. 27 sec. East 8.810 feet to a point in the right of way of Central Mall Drive;

THENCE, along the right of way of Central Mall Drive, a curve with radius 555.00 feet, Arc Length of 21.004 feet, with a Central Angle of 02. deg. 10 min. 06 sec. a Chord Bearing of South 39 deg. 24 min. 30 sec. East, Chord Length of 21.004 feet to a point for corner;

THENCE, South 41 deg. 22 min. 00 sec. West, 224.59 feet to a point in the old right of way of F.M. Highway 365;

THENCE, along the right of way of Central Mall Drive a curve with radius of 750 feet, with a Central Angle of 01 deg. 37 min. 21 sec., a Chord Bearing of South 37 deg. 31 min. 33 sec. East, Chord Length of 21.02 feet to a point for corner;

THENCE, departing the right of way of Central Mall Drive South 51 deg. 40 min. 21 sec. West, for a distance of 8.913 feet to a point for corner;

THENCE, along a curve with radius of 597.937 feet, with a Central Angle of 19 deg. 40 min. 00 sec., Arc Length of 205.241 feet, Chord Bearing of South 61 deg. 30 min. 25 sec. West, Chord Length of 204.235 feet to a point for corner;

THENCE, South 71 deg. 20 min. 22 sec. West for a distance of 15.522 feet to a point for corner;

THENCE, along a curve with radius of 497.50 feet, Central Angle of 12 deg. 39 min. 26 sec., Arc Length of 109.903, Chord Bearing of South 09 deg. 54 min. 42 sec. East, Chord Length of 109.68 feet to a point for corner;

THENCE, along a curve with radius of 370.627 feet, Central Angle of 45 deg. 00 min. 00 sec., Arc Length of 291.090 feet, Chord Bearing of South 18 deg. 55 min. 00 sec. West, Chord Length of 283.665 feet to a point for corner;

THENCE, South 41 deg. 25 min. 00 sec. West, 581.514 feet to a point for corner;

THENCE, South 48 deg. 35 min. 00 sec. East, 461.046 feet to a point for corner; said point also being on the right of way of Central Mall Drive;

THENCE, South 40 deg. 53 min. 37 sec. West, 40 feet along said right of way to a point for corner;

THENCE, North 48 deg. 35 min. 00 sec. West, 461.41 feet to a point for corner;

THENCE, South 41 deg. 25 min. 00 sec. West, 174.862 feet to a point for corner;

THENCE, North 48 deg. 35 min. 00 sec. West, 326.333 feet to a point for corner;

THENCE, South 41 deg. 25 min. 00 sec. West, 50 feet to a point for corner;

THENCE, North 48 deg. 35 min. 00 sec. West, 60 feet to a point for corner;

THENCE, South 41 deg. 25 min. 00 sec West 322 feet to a point for corner;

THENCE, North 48 deg. 35 min. 00 sec. West, 876.34 feet to a point for corner; said point also being on the South right of way of P.M. Highway 365;

THENCE, North 41 deg. 53 min. 00 sec. East, 355.73 feet along the said right of way to a point for corner; THENCE, North 41 deg. 25 min. East along said right of way a distance of 662.85 feet to a point for corner;

THENCE, continuing along said P.M. Highway 365 right of way North 41 deg. 22 min, 00 sec. East, for a distance of 100 feet to the Point of Beginning, containing 40.011 acres, more or less.

RESERVE PARCEL "H"

Being a tract or parcel of land containing 14.598 acres, more or less, out of Block 13, Range "J", of the Port Arthur Land Company Subdivision, as recorded in Volume 1, Page 22, of the Map Records of Jefferson County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

COMMENCING at the point of intersection of the old Southerly line of a 120 foot wide right of way of P.M. Highway 365 and Westerly right of way of a 100 foot drainage easement dedicated by Volume 1567, Page 472, Jefferson County Deed Records;

THENCE, South 40 deg. 28 min. 00 sec. West 300 feet along the old Southerly line of a 120 foot wide right of way of F.M. Highway 365 to point for corner;

THENCE, continuing South 40 deg. 28 min. 00 sec. West 215.44 feet along the old Southerly line of F.M. Highway 365 feet to a point;

THENCE South 40 deg. 28 min. 00 sec. West 300 feet along the Southerly line of a 120 feet right of way F.M. Highway 365 to a point for corner;

THENCE, South 49 deg. 30 min. 00 sec. East 80.06 feet to a point;

THENCE, South 41 deg. 22 min. 00 sec. West, along the Southerly right of way line of F.M. 365 for a distance of 477.420 feet to a point;

THENCE, South 41 deg. 25 min. 00 sec. West along the Southerly right of way line of F.M. 365 for a distance of 662.85 feet to a point;

THENCE, South 41 deg. 53 min. 00 sec. West, along the Southerly right of way line of F.M. 365 for a distance of 579.001 feet to the Point of Beginning of the 14.598 acre tract of land herein described;

THENCE, departing said P.M. Highway 365 right of way South, 48 deg. 35 min. 00 sec. East, 77.35 feet to a point for corner;

THENCE, along an Arc with Radius 261.00 feet, Central Angle of 32 deg. 51 min. 01 sec., Arc Length of 149.643 feet Chord Bearing of South 16 deg. 50 min. 29 sec. West, Chord Length of 147.601 feet to a point for corner;

THENCE, South 00 deg. 25 min. 00 sec. West, 423.833 feet to a point for corner;

THENCE, along an Arc with Radius of 221.00 feet, a Central Angle of 34 deg. 32 min. 06 sec., Arc Length of 133.208 feet Chord Bearing of South 16 deg. 51 min. 03 sec. East, Chord Length of 131.20 feet to a point for corner;

THENCE, South 34 deg. 07 min. 03 sec. East, 28.046 feet to a point for corner, said point also being on the East right of way of U.S. Hwy. 69;

THENCE, along said right of way South 46 deg. 31 min. 00 sec. East, 182.7 feet to a point for corner;

THENCE, continuing along said right of way South 45 deg. 39 min. 15 sec. East 389.34 feet to a point for corner;

THENCE, continuing along said right of way South 48 deg. 37 min. 49 sec. East, 37.00 feet to a point for corner;

THENCE, departing said U.S. Highway 69 right of way along an Arc with Radius of 201.371 Arc Length of 129.875 feet a Central Angle of 36 deg. 57 min. 11 sec. a Chord Bearing of North 22 deg. 53 min. 36 sec. East, Chord Length of 127.636 feet to a point for corner;

THENCE, South 85 deg. 35 min. 00 sec. East, 103.00 feet to a point for corner;

THENCE, North 04 deg. 09 min. 37 sec. West, 388.319 feet to a point for corner;

THENCE, North 41 deg. 25 min. 00 sec. East, 195 feet to a point for corner;

THENCE, North 48 deg. 35 min. 00 sec. West, 50.167 feet to a point for corner;

THENCE, North 41 deg. 25 min. 00 sec. East, 130 feet to a point for corner;

THENCE, North 48 deg. 35 min. 00 sec. West, 87634 feet to a point for corner, said point also being on the Southerly right of way line of F.M. 365;

THENCE, South 41 deg. 53 min. 00 sec. West for a distance of 223.271 feet to the point of beginning containing 14.598 acres of land more or less.

Being a tract or parcel of land containing 17.309 acres, more or less, out of Lots Numbered One, Two, Seven and Eight (1, 2, 7 & 8), Block Number Thirteen (13), Range "J"; and Lots Numbered Four and Five (4 & 5), Block Number Thirteen (13), Range "I", of the Port Arthur Land Company Subdivision, as recorded in Volume I, Page 22, of the Map Records of Jefferson County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

COMMENCING at the point of intersection of the Southerly line of a 120 feet wide F.M. Highway 365 and Westerly right of way of a 100 feet drainage easement dedicated by Volume 1567, Page 472, Jefferson County Decd Records;

THENCE, continuing South 40 deg. 28 min. 00 sec. West 215.44 feet along Southerly line of F. M. Highway 365 to a point for corner;

THENCE, South 41 deg. 22 min. West 224.59 feet to a point in the right of way of F. M. Highway 365, to a point for corner;

THENCE, South 49 deg. 30 min. 00 sec. East, 387.99 feet to a point for corner;

THENCE, continuing along a curve with a Radius of 735 feet along the right of way of Central Mall Drive with an Arc Distance of 401.45 feet, a Central Angle of 31 deg. 17 min 37 sec. and a Chord Bearing of South 65 deg. 08 min. 45 sec. East, Chord Length of 396.47 feet to a point;

THENCE, along said right of way South 80 deg. 47 min. 37 sec. East, 50 feet to a point for corner;

THENCE, continuing along a curve with a radius of 555 feet along the right of way of Central Mall Drive with an Arc Distance of 411.36 feet, a Central Angle of 42 deg. 28 min. 02 sec. and a Chord Bearing of South 59 deg. 33 min. 36 sec. East, Chord Length 402.01 feet to a point;

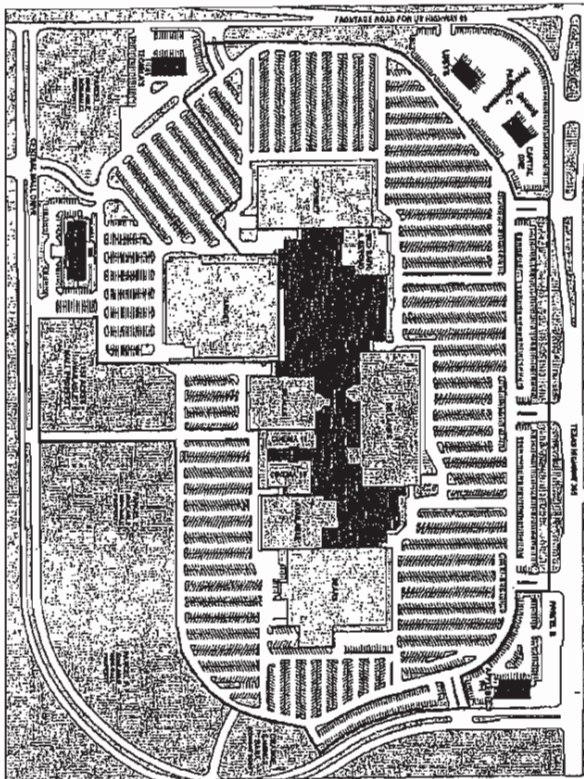
THENCE, continuing along a curve with a Radius of 750 feet along the right of way of Central Mail Drive with an Arc Distance of 653.089 feet, a Central Angle of 49 deg. 53 min. 32 sec. and a Chord Bearing of South 13 deg. 22 min. 49 sec. East, Chord Length 632.65 feet to a point;


THENCE, continuing along a curve with a Radius of 565 feet along the right of way of Central Mall Drive with an Arc Distance of 289.201 feet, a Central Angle of 29 deg. 19 min. 40 sec. and a Chord Bearing of South 26 deg. 13 min. 43 sec. West, Chord Length 286.055 feet to a point;

THENCE, continuing along right of way line of Central Mall Drive, South 40 deg. 53 min. 36 sec. West 529.43 feet to a point for corner, said point being the point of beginning of said 17.309 acres;

THENCE, North 48 deg. 35 min. 00 sec. West, 461.41 feet to a point for corner;
THENCE, South 41 deg. 25 min. 00 sec. West, 174.862 feet to a point for corner;
THENCE, North 48 deg. 35 min. 00 sec. West, 326.333 feet to a point for corner;
THENCE, South 41 deg. 25 min. 00 sec. West, 50 feet to a point for corner;
THENCE, North 48 deg. 35 min. 00 sec. West, 60 feet to a point for corner;
THENCE, South 41 deg. 25 min. 00 sec. West, 452 feet to a point for corner;
THENCE, South 48 deg. 35 min. 00 sec. East 50.167 feet to a point for corner;
THENCE, South 41 deg. 25 min. 00 sec. West, 195 feet to a point for corner;
THENCE, South 04 deg. 09 min. 36 sec. East, 388.319 feet to a point for corner;
THENCE, South 85 deg. 35 min. 00 sec. East, 477.773 feet to a point for corner;
THENCE, along a curve with Radius of 182.166 feet with a Central Angle of 53 deg. 31 min. 24 sec. an Arc Distance of 170.171 feet, a Chord Bearing of South 22 deg. 20 min. 41 sec. East, Chord Length of 164.05 feet to a point on the right of way of Central Mall Drive;
THENCE, North 40 deg. 53 min. 36 sec. East, 928.809 feet to the POINT OF BEGINNING of said 17.309 acres.

EXHIBIT B
SITE PLAN OF SHOPPING CENTER

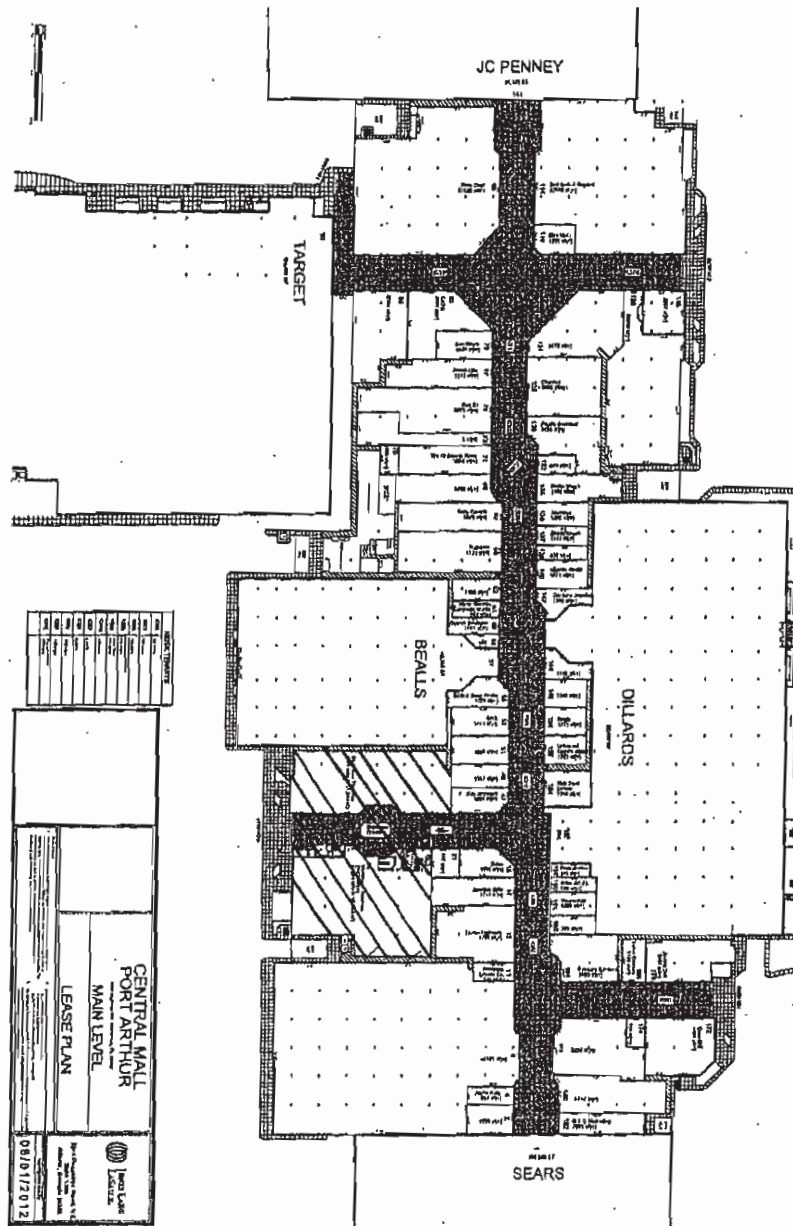


Central Mall 3100 Highway 365 Fort Worth, Texas 76162	Site Plan
 FOUR LANE DEVELOPMENT, L.P. 1000 West 10th Street Suite 1000 Fort Worth, Texas 76102	4/20/12

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EXHIBIT C

FLOOR PLAN OF SHOPPING CENTER



CENTRAL MALL PORT ARTHUR MAIN LEVEL LEASE PLAN	
08/01/2012	08/01/2012

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EXHIBIT "C" FLOOR PLAN OF
SHOPPING CENTER
TENANT'S INITIALS _____

EXHIBIT D

TENANT'S WORK

Tenant shall repair and, if needed, replace the HVAC System serving the Leased Premises in accordance with the recommendations set forth in HVAC Report I and HVAC Report II (the "HVAC Work").

Tenant shall also fully remodel the "Leased Premises", including all ten (10) theaters, the storefront and the interior of the concession area, lobby areas, exterior signage and exterior poster fixtures, all in accordance with the criteria, procedures and schedules ("Landlord's Criteria") set forth in this Amended and Restated Lease and in the Tenant Design Information and Technical Criteria Manual provided by Landlord (the "Remodeling Work").

The "Tenant's Work" will consist of all the work described on List A below, and such additional work from List B as may be accomplished for a total cost not to exceed the Landlord's Contribution:

List A

1. The HVAC Work.
2. So much of the Remodeling Work as shall be designated as "List A" work by Landlord and Tenant by mutual agreement after review of Tenant's Plans, which shall include, but perhaps not be limited to the following elements:
 - Entire concession and box office area needs to be replaced
 - Monitors in concession areas need to be replaced
 - Add lighting to concession area
 - Much of the concession equipment needs to be replaced, including popcorn machine
 - Numerous armrest (300-400) need to be replaced
 - Repair and replace acoustic boards in theaters
 - Numerous speakers need to be replaced
 - Entire theater complex needs a complete cleaning
 - Interior and exterior signage needs to be replaced (signs are faded)
 - Chairs (100-150) need to be replaced
 - Repair or replace nonworking concession registers and phone systems
 - Six screens need to be replaced due to tears and stains

List B

All Remodeling Work described in the Tenant's Plans, but not designated for inclusion as "List A" work, which shall include, but perhaps not be limited to the following elements:

- Doors going into the individual theaters need to be repaired
- All carpets need to be cleaned

- Lobby areas need walls repaired and painted
- All chairs need to be steam cleaned
- Relamp most of the lighting

EXHIBIT E

HVAC REPORT

(See attached 16 pages)

EXHIBIT F
MARKETING EFFORTS

Detailed marketing efforts:

- A. LL and T will promote the remodeling of the theatre during the remodel (Jan-March)
 - 1) Outdoor marquee (2 sided exposure)
 - 2) Mall website
 - 3) Email Newsletter (2 per month)
 - 4) Mall Facebook
 - 5) In-mall signage (4 22x28)
 - 6) Mall Monthly Deal flyer
 - 7) Cardboard movie stand-ups (1)
 - 8) Movie banners in common area (2)
- B. LL and T will promote the theatre for a 45 day period after the theater reopens (April-mid-May)
 - 1) Outdoor marquee (2 sided exposure)
 - 2) Mall website
 - 3) Email Newsletter (2 per month)
 - 4) Mall Facebook
 - 5) In-mall signage (4 22x28)
 - 6) Mall Monthly Deal flyer
 - 7) Cardboard movie stand-ups (1)
 - 8) Movie banners in common area (2)
- C. Theater will work with mall's marketing manager on promoting theater with free movie tickets, free food bought from other mall stores and work with local kids sports teams and schools to promote the theater's remodel and reopening
 - 1) In lieu of the above, mall marketing proposes to promote theatre through its Kids Club program.
 - i. Theatre will provide 6 free kids movies during promotion period (2 per month)
(Estimate 30 free kids tickets per movie)
 - a. Early Saturday showing
 - b. One screen
 - c. Age up to 12 yrs. old
 - d. Free ticket to kids only, parents to purchase tickets
 - ii. Mall marketing will promote through
 - a. Outdoor marquee (2 sided exposure)
 - b. Mall website
 - c. Email Newsletter (3)
 - d. Mall Facebook
 - e. In-mall signage (3 36x48)
 - f. Mall Monthly Deal flyer
- D. Mall marketing manager will work with other mall stores to provide discounts to theater patrons showing their movie tickets
 - 1) Mall marketing will communicate offer to each tenant. Each tenant shall decide whether to participate or not.
 - 2) Theatre will promote on screen before movie the tenants that are participating and what the special(s) is/are

E. Mall marketing will also promote theatre during mall marketing promotions (when applicable) during promotion period.

- 1) Theatre will provide free movie tickets for:
 - i. Easter Bunny Photos – 2,000 tickets
 - ii. Additional Mall Events – 1,500 tickets
 - iii. Additional Promotion Material for Grand Reopening -- 1000 tickets
 - iv. Free Popcorn Vouchers during promotion period

Addendum to Amended & Restated Lease

This Addendum is to the Amended and Restated Lease entered November 2012, by and between GG&A Central Mall Partners, L.P., a Delaware limited partnership, as successor-in-interest to Central Mall Joint Venture Limited Partnership (herein "Landlord") and Dickinson Theatres, Inc., a Kansas corporation (herein "Tenant").

For good and valuable consideration acknowledged as exchanged, received and sufficient, the parties hereto agree as follows:

All terms and conditions set forth in the above referenced Amended and Restated Lease are herein confirmed and continuing, except that the following are hereby added thereto:

- (a) The following sentence is hereby added to the end of Section 1.06(b):

"Notwithstanding the foregoing, in no event shall this provision require Tenant to pay more than 12 months of Minimum Rent and Additional Rent under the pre-existing Lease between the parties."

- (b) New subsection 1.06(f) is hereby added as follows:

"Notwithstanding the foregoing, Landlord may withhold from the payment of Landlord's Contribution otherwise payable to Tenant hereunder an amount equal to the Cure Amount, as defined in Section 1.05 above, then outstanding. Provided however, it is mutually agreed that to the extent the Cure Amount is reduced over time then a corresponding monetary amount shall be added to the Landlord's Contribution otherwise payable to Tenant.

IN WITNESS WHEREOF, this Addendum is executed effective as of the date on which the Amended and Restated Lease is effective.

Landlord:

GG&A Central Mall Partners, L.P.,
a Delaware limited partnership

By: its general partner, GG&A Central, LLC,
a Delaware limited liability company

By: _____
Name: Gregory R. Greenfield
Title: President

Tenant

Dickinson Theatres, Inc.
A Kansas corporation

By: _____
Name: Ronald J. Horton, President

Addendum to Amended & Restated Lease

This Addendum is to the Amended and Restated Lease entered November 2012, by and between GG&A Central Mall Partners, L.P., a Delaware limited partnership, as successor-in-interest to Central Mall Joint Venture Limited Partnership (herein "Landlord") and Dickinson Theatres, Inc., a Kansas corporation (herein "Tenant").

For good and valuable consideration acknowledged as exchanged, received and sufficient, the parties hereto agree as follows:

All terms and conditions set forth in the above referenced Amended and Restated Lease are herein confirmed and continuing, except that the following are hereby added thereto:

- (a) The following sentence is hereby added to the end of Section 1.06(b):

"Notwithstanding the foregoing, in no event shall this provision require Tenant to pay more than 12 months of Minimum Rent and Additional Rent under the pre-existing Lease between the parties."

- (b) New subsection 1.06(f) is hereby added as follows:

"Notwithstanding the foregoing, Landlord may withhold from the payment of Landlord's Contribution otherwise payable to Tenant hereunder an amount equal to the Cure Amount, as defined in Section 1.05 above, then outstanding. Provided however, it is mutually agreed that to the extent the Cure Amount is reduced over time then a corresponding monetary amount shall be added to the Landlord's Contribution otherwise payable to Tenant."

IN WITNESS WHEREOF, this Addendum is executed effective as of the date on which the Amended and Restated Lease is effective.

Landlord:

GG&A Central Mall Partners, L.P.,
a Delaware limited partnership

By: its general partner, GG&A Central, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

Tenant

Dickinson Theatres, Inc.
A Kansas corporation

By: 
Name: Ronald J. Horton, President

United States Bankruptcy Court
District of Kansas

In re:
Dickinson Theatres, Inc.
Debtor

Case No. 12-22602-DLS
Chapter 11

CERTIFICATE OF NOTICE

District/off: 1083-2

User: knicole
Form ID: pdf020

Page 1 of 2
Total Noticed: 1

Date Rcvd: Dec 03, 2012

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Dec 05, 2012.

db +Dickinson Theatres, Inc., 6801 W 107th Street, Overland Park, KS 66212-1825

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE. TOTAL: 0

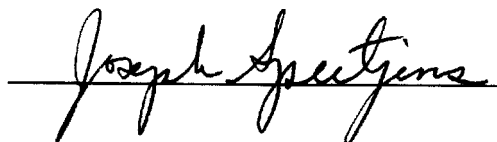
Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 9): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Dec 05, 2012

Signature:



The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on December 3, 2012 at the address(es) listed below:

Alicia C Davis on behalf of Creditor Spirit Master Funding LLC alicia.davis@lw.com
 Andrew F Whatnall on behalf of Creditor Debt Acquisition Co of America V, LLC
 awhatnall@daca4.com
 Benjamin Blaustein on behalf of Creditor Committee Unsecured Creditors Committee
 bblaustein@kelleydrye.com
 Brian M Holland on behalf of Creditor Little Rock Development Company, LLC
 bholland@lathropgage.com, stimper@lathropgage.com/mdscott@lathropgage.com
 Brian T. Fenimore on behalf of Creditor John W. Hartley, Jr. bfenimore@lathropgage.com,
 stimper@lathropgage.com/mdscott@lathropgage.com
 Bruce E. Strauss on behalf of Creditor First Community Bank bruce@merrickbakerstrauss.com,
 bestrauss@mbslaw.psemail.com
 Carl R. Clark on behalf of Interested Party Ron Horton Revocable Trust lclaw@lcdlaw.com,
 docket@docket2-lcecf.com/cclark@lcdlaw.com
 Cynthia F Grimes on behalf of Creditor Committee Unsecured Creditors Committee
 grimreb@gmail.com, cafrogley@aol.com
 Douglas Bacon on behalf of Creditor Spirit Master Funding LLC douglas.bacon@lw.com
 Eric R Wilson on behalf of Creditor Committee Unsecured Creditors Committee
 ewilson@kelleydrye.com
 Jennifer D Raviele on behalf of Creditor Committee Unsecured Creditors Committee
 jraviele@kelleydrye.com
 Joseph A DiPietro on behalf of U.S. Trustee U.S. Trustee joseph.a.dipietro@usdoj.gov
 Joyce Owen on behalf of U.S. Trustee U.S. Trustee joyce.owen@usdoj.gov,
 ustpreion20.wi.ecf@usdoj.gov
 Lisa R. Wetzler on behalf of Creditor Board of County Commissioners of Johnson County Kansas
 Lisa.Wetzler@jocogov.org
 Lori Lewis on behalf of Creditor Maricopa County Treasurer lewisl01@mcao.maricopa.gov
 Michael D. Fielding on behalf of Creditor Hawthorn Bank michael.fielding@huschblackwell.com,
 karen.shackelford@huschblackwell.com;Tricie.Loudon@huschblackwell.com;susan.williams@huschblackwell.com
 Paul M. Hoffmann on behalf of Debtor Dickinson Theatres, Inc. phoffmann@stinson.com
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