

any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Owner and Tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

2. At any time and from time to time, Tenant agrees, upon request in writing from Owner, to execute, acknowledge and deliver to Owner a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), and the dates to which rent, and other charges have been paid.

3. The headings of the several Articles contained herein are for convenience only and do not define limit or construe the contents of such Articles. There are no negotiations, considerations, representations and understandings between the parties other than are incorporated herein.

4. No amendment of this Lease shall be valid or binding unless such amendment is in writing and executed by the parties hereto.

5. Owner covenants, warrants, and represents that it has full right and power to execute and perform this Lease and to grant the estate demised herein and that Tenant, on payment of the rent herein reserved and performing the covenants and agreements hereof, shall peaceably have, hold and enjoy the Leased Premises and all rights, easements, appurtenances and privileges belonging or in any wise appertaining thereto during the full term of this Lease or any extension or renewal without molestation or hindrance of any person whomsoever. Owner further covenants, warrants, and represents that it is seized of an indefeasible estate in fee simple in the Leased Premises, free and clear of any liens, encumbrances or restrictions and that the Leased Premises may be used by Tenant for the operation of a theatre.

6. If the Leased Premises are subject to any prior encumbrances on the date of execution hereof, Owner agrees to cause to be delivered to Tenant an instrument from the holder of any such lien, representing and warranting to Tenant that this Lease shall be recognized by the holder of such lien and the rights of Tenant shall remain in full force and effect during the term of this Lease and any extension thereof notwithstanding any default by Owner with respect to such lien or any foreclosure thereof so long as Tenant shall perform all of the covenants and conditions of the Lease.

7. If any term or provision 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 or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

8. Tenant agrees to pay all additional ad valorem taxes after second year of Lease.

9. This Lease shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns.

(CONTINUED ON NEXT PAGE)