

Appendix H

Excerpts of 1975 Lease Between UATC and Hanson Holding, Inc.

Agreement of Lease made ^{as of} this 2th day of November 1975, by and between HANSON HOLDINGS, INC., a Delaware corporation, c/o Hanson Industries, Inc., at 430 Park Avenue, New York, New York 10022 ("Landlord") and UNITED ARTISTS THEATRE CIRCUIT, INC., a Maryland corporation, having an office for the transaction of business at 115 Middleneck Road, Great Neck, New York 11021 ("Tenant").

W I T N E S S E T H :

That Landlord in consideration of the Obligations (the term "Obligations" as used in this lease meaning covenants, provisions, conditions, indemnities and agreements) to be performed by Tenant, hereby leases to Tenant and Tenant hereby rents from Landlord the premises hereinafter described upon the terms and conditions herein set forth.

ARTICLE I

Leased Premises

Section 1.01 Description. The leased premises are:

(A) The area and land shown as Parcel A and Parcel D on that Parcel Map recorded on October 2, 1975, in Book 362 of Maps, at Page 15, of Official Records of the County Recorder of Santa Clara County, California (the "Real Property");

(B) The buildings, structures and improvements presently or hereafter situate and being on the Real Property (the "Structures");

(C) All apparatus, fixtures, machinery and equipment and articles of personal property presently or hereafter attached or affixed to, or located in and used or employed in connection with the Structures, (together with any and all

closed for all or a portion of the balance of the term; provided nevertheless that any such closing shall not relieve or discharge Tenant of any of its Obligations hereunder.

Section 4.02 Leases, etc. Tenant shall have during the term of this lease to the exclusion of Landlord all of the rights and remedies of the landlord or lessor (and all of the duties and obligations of the landlord or lessor) under all existing and future leases, licenses and other agreements for the occupation and use of any space at the Leased Premises, whether such leases, licenses and other agreements are written or oral, express or implied or arise under operation of law or otherwise. Such rights and remedies shall include, without limitation, the right to receive and collect all rentals under any and all such leases, licenses and other agreements and to retain and dispose of the same for and as the sole property of Tenant; provided nevertheless that all such rentals are to be apportioned between Landlord and Tenant as of the termination of this lease. All such existing and future leases (including without limitation any extension or modification thereof), licenses and other agreements for the occupation and use of any space at the Leased Premises are sometimes referred to herein collectively as the "Subleases". Tenant represents it has furnished to Landlord a complete and correct copy of each Sublease in effect as of the date hereof and Tenant shall furnish to Landlord within fifteen (15) days after the execution and delivery thereof

a complete and correct copy of each Sublease which shall be executed and delivered after the date hereof. Tenant shall not have the right to enter into Subleases the term or renewal options (if any) of which may be for a period extending beyond the expiration of the twenty-fifth (25th) year following the date of this lease unless Tenant shall have first obtained Landlord's written consent to such Sublease, which consent shall not be unreasonably withheld or delayed. Landlord shall be deemed to have consented to any such Sublease if it shall have failed to give notice to Tenant of Landlord's consent or denial of consent to such Sublease within the thirty (30) day period following Landlord's receipt of a copy of such Sublease with a notice requesting Landlord's consent thereto (subject, however, to unavoidable delay as defined in Section 21.01 of this lease) and provided that Landlord shall have first received from Tenant a second notice of request for the Landlord's consent, not less than five nor more than ten days prior to the expiration of said thirty day period. Each Sublease hereafter entered into by Tenant shall provide that the Sublease and the rights of the subtenant, licensee or occupant under such Sublease shall be subordinate to the rights of Landlord