

ROADWAY EGRESS LICENSE AGREEMENT

This Roadway Egress License Agreement ("Agreement") is made this 12th day of September, 2005 by **WATERWORKS PARK LLC**, a Massachusetts limited liability company with an address c/o EA Fish Associates LLC, 65 Allerton Street, Boston, MA 02119 ("Licensor") and **NATIONAL AMUSEMENTS, INC.**, a Maryland corporation with an address of 200 Elm Street, Dedham, MA 02026 ("Licensee").

RECITALS

A. Licensor is the owner of certain real property consisting of approximately 7.9 acres of land adjacent to the Licensee Parcel (defined below), as is more particularly described in Exhibit A attached hereto (the "Licensor Parcel").

B. Licensee is the owner of certain real property commonly known as Circle Cinemas, 399 Chestnut Hill Avenue, Boston, Massachusetts (the "Licensee Parcel").

C. By this Agreement, Licensor intends to grant a non-exclusive license to Licensee and Licensee's employees, tenants, licensees, invitees, guests and/or agents (collectively referred to as the "Licensee Parties") for (i) egress from the Licensee Parcel and (ii) maintenance and repair of the licensed premises (the "Licensed Premises"), as such Licensed Premises are shown cross-hatched on Exhibit B attached hereto.

NOW, THEREFORE, for ten dollars (\$10.00) and other good and valuable consideration paid, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual covenants and agreements contained in (and entered into in connection with) this Agreement, Licensor and Licensee hereby agree as follows:

AGREEMENT

1. License to Licensee.

1.1 Grant of License. Licensor hereby grants to Licensee, subject to the terms and conditions in this Agreement, a non-exclusive license (the "License") to use the Licensed Premises solely for (i) egress by the Licensee and Licensee Parties from the Licensee Parcel and (ii) maintenance and repair of the Licensed Premises.

1.2 Use Restrictions; Rules and Regulations. Licensee's use of the Licensed Premises shall at all times comply with all laws and regulations applicable thereto. The Licensed Premises shall not in any event be used by Licensee or the Licensee Parties for loitering, congregating, storage or parking or any other purpose except for the purposes permitted by Subsection 1.1 hereof. Licensee shall be responsible for ensuring that no vehicles brought onto the Licensed Premises by Licensee Parties are permitted to park on the Licensed Premises, and shall take reasonable steps to remove all such parked vehicles. Licensee shall abide by such other reasonable rules as Licensor shall promulgate from time to time with respect to Licensee's use of the Licensed Premises, and shall reimburse Licensor for all reasonable costs and expenses

incurred by Licensor to undertake Licensee's obligations hereunder. Licensee recognizes and agrees that the Licensed Premises are located adjacent to residential buildings, and further covenants and agrees that only passenger motor vehicles of Licensee Parties shall cross the Licensed Premises, except that delivery and service vehicles (i.e., trash removal) shall, except in case of emergency, be allowed to cross the Licensed Premises between the hours of 8:00 am EST and 4:00 pm EST weekdays only. Licensee agrees to use commercially diligent efforts to minimize any adverse impact on the inhabitants of the residential buildings on Licensor Parcel. Notwithstanding the foregoing sentence to the contrary, however, Licensor acknowledges and agrees that Licensee will be operating a movie theatre, and that a certain amount of noise, light, and exhaust is unavoidable during and immediately following Licensee's hours of operation.

1.3 Maintenance and Repair; Costs. Licensee shall be responsible for contributing fifty percent (50%) of the cost incurred by Licensor to maintain and repair the Licensed Premises, including, without limitation, repair, and replacement of any pavement or other surfacing and any sweeping, cleaning and snow-plowing as necessary to keep the Licensed Premises in good, clean order and repair. Licensor agrees to keep and maintain lighting along or for the Licensed Premises, the cost of which shall be shared equally by the Licensor and Licensee. Licensee shall, at its sole cost, restore any part of the Licensed Premises damaged or altered by Licensee or the Licensee Parties to as nearly as possible the same condition that such part of the Licensed Premises was in prior to such damage or alteration. All maintenance, repairs or replacements performed under this Agreement shall be performed in a good and workmanlike manner and in compliance with all applicable laws and to minimize interference with the use of the Licensor Parcel. All work on Licensed Premises shall be reviewed by and reasonably coordinated between Licensor and Licensee or their respective agents.

1.4 Condition Based on Use of Licensee Parcel. This Agreement is expressly conditioned on the continued use of the Licensee Parcel for the following purpose only (the "Permitted Uses"): use as a commercial entertainment movie theater on the Licensee Parcel with no greater than the seating capacity as of the Commencement Date, which Licensee covenants and represents is 1717 seats (the "Theatre Building") and as shown on the copies of the Inspection Certificate attached hereto as Exhibit C. If, during the term of this Agreement, Licensee uses the Licensee Parcel for any purpose other than the Permitted Uses, Licensor shall have the option, in Licensor's sole and absolute discretion to terminate this Agreement upon seven(7) business days notice to Licensee and, thereafter, to prevent Licensee Parties from access to the Licensed Premises. The term Permitted Uses may include the rebuilding or renovation of the existing theater building and related improvements so long as the seating capacity of the new theater building does not exceed the number of seats identified above.

1.5 Licensor's Right of Entry. Licensor reserves the right of itself and its agents to enter the Licensed Premises at any time for any reason, including, without limitation, to inspect, repair, or maintain, the Licensed Premises and monitor compliance with this Agreement.

1.6 Relocation. Licensor reserves the right for itself and its successor and assigns to relocate the Licensed Premises on the Licensor Parcel at any time upon not less than thirty (30) days prior notice to Licensee, provided that: (i) in no event shall access across Licensor Parcel be

materially interfered with; (ii) such notice shall contain a plan or rendering showing the location of the new Licensed Premises; (iii) such new access and new Licensed Premises will still provide direct access to Beacon Street, in a manner not materially increasing the distance that Licensee's patrons are required to travel to access Beacon Street when compared to the current access; and (iv) the cost of relocating the Licensed Premises shall be Licensor's sole obligation.

2. Term of License.

2.1 Initial Term. This Agreement shall be for a term of one (1) year beginning on the effective date hereof (the "Commencement Date") and ending one (1) year therefrom (the "License Term").

2.2 Renewal. The License Term may be automatically extended for additional one-year renewal terms (each a "Renewal Term"), in no event to exceed ten (10) years from the date of this Agreement, upon deliverance by Licensee to Licensor of a notice in writing of its request to extend the License Term at least thirty (30) days prior to the end of the then current License Term. Any Renewal Term will be governed by the terms and conditions of this Agreement, unless otherwise amended by the parties.

3. License Fee.

Beginning on the Commencement Date, Licensee shall pay to Licensor an annual fee of Forty Thousand Dollars (\$40,000) (the "Initial License Fee") for the License Term. If the License Term is extended pursuant to Section 2.2 above, Licensee shall pay the Initial License Fee to Licensor for each subsequent Renewal Term. If the License Term is extended beyond three (3) years from the Commencement Date, the Initial License Fee shall be increased to Sixty Thousand Dollars (\$60,000) per year for each subsequent Renewal Term (the "Renewal License Fee"). If the License Term is extended beyond five (5) years from the Commencement Date, the Renewal License Fee shall increase annually by seven and one-half percent (7.5%) of the amount paid during the previous Renewal Term.

4. Termination. Licensor shall have the right to terminate this License Agreement if Licensee fails, within seven (7) business days following written notice from Licensor detailing Licensee's breach, of any of the material terms and conditions of this Agreement, to cure such breach(es) (or, in the event that such breach cannot, despite the diligent efforts of Licensee, be cured within seven (7) business days, if Licensee fails to commence such cure within such seven (7) business days and continuously prosecute such cure to completion). Licensee acknowledges that Licensor has the right to sell or otherwise transfer Licensor's interest in the Licensed Premises, provided that this Agreement shall not terminate upon such transfer and the Licensor's transferee shall assume the prospective rights and obligations of the Licensor hereunder.

5. Insurance. Licensee shall maintain, at Licensee's sole cost and expense during the full term of this Agreement, with reasonable and customary limits and coverages, general liability insurance on the Licensed Premises naming Licensor, and Licensor's successors and/or assigns as their interest may appear, as an additional insured thereon. Licensee shall additionally

maintain such other types of insurance and in such amounts as Licensor may reasonably require from time to time.

6. Indemnity.

6.1 Indemnification of Licensor. Licensee hereby agrees to indemnify and hold harmless Licensor and successor owners of the Licensor Parcel from all loss, costs, expense, claims, suits, actions, judgments, damages and liabilities, including reasonable attorney's fees and expenses, relating to or occasioned by any injuries to any person or damage to property which may occur during the course of any use of the Licensed Premises and resulting from the fault or negligence of Licensee, the Licensee Parties.

6.2 Claims. Whenever Licensor shall learn of any facts or circumstances which Licensor believes may give rise to an indemnification obligation under subsection 6.1 immediately above, Licensor shall give notice thereof to Licensee and shall provide the Licensee the opportunity to defend any potential claims against the Licensor or to take curative action, by counsel designated by Licensor at such Licensee's expense, subject to such counsel being approved by Licensor, which approval shall not be unreasonably withheld, delayed or conditioned.

7. Additional Provisions.

7.1 Assignment. Licensee shall not assign, sublet, or transfer any interest in the License or any part of the Licensed Premises without obtaining the prior written consent of Licensor, which consent may not be unreasonably withheld, conditioned, or delayed by Licensor. Licensee shall have no rights to pledge or otherwise mortgage the Licensed Premises. Notwithstanding anything to the contrary herein contained, Licensee may assign its rights hereunder to a third party assignee so long as (i) the Licensee informs Licensor in writing forty-five (45) days prior to the assignment that the third party intends to use the Licensed Premises for Permitted Uses and (ii) the assignee confirms in writing to Licensor that it agrees to be bound by the terms of this License.

7.2 Section Headings; Recitals. Section headings herein are for reference and convenience only, and shall not affect the interpretation hereof. The recitals set forth on page one of this Agreement are hereby incorporated into this Agreement.

7.3 No Waiver. Failure on the part of Licensor or Licensee to notify in writing the other party of any action or inaction on the part of any other such party, no matter how long the same may continue, shall not be deemed to be a waiver of any such party's rights hereunder. No waiver, at any time, of any provision of this section by any such party shall be construed as a waiver of any other provisions of this Agreement and a waiver, at any time, of any of the provisions of this Agreement shall not be construed at any subsequent time as a waiver of such provisions. The approval of any such party to or for any action by the others requiring such party's consent or approval shall not be deemed to waive or render unnecessary such party's consent or approval to or of any subsequent similar act by such party or any other party.

7.4 Notices. Whenever by the terms of this document, notice, demand or other communication shall or may be given, the same shall be in writing and shall be (i) by in hand delivery, furnishing a receipt upon delivery, (ii) by registered or certified mail, return receipt requested, postage prepaid, or (iii) by a reliable overnight courier (such as Federal Express) furnishing a receipt upon delivery. Notices shall be addressed as follows: if to Licensor, to Licensor's address first set forth above, attention: Daniel C. Hart, with a copy to Kevin P. Joyce, Esq., Nixon Peabody LLP, 100 Summer Street, Boston, Massachusetts 02110; if to Licensee, to Licensee's address first set forth above, Attention: Financial Vice President with a copy to the same address, Attention: Legal Department, or to such other address as a party may from time to time designate by like notice given to the other party.

7.5 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

7.6 Authority. The natural persons executing this Agreement, by their execution and delivery hereof, represent that they have the authority to do so and to bind the party on whose behalf they are signing accordingly.

7.7 Entirety. This Agreement reflects the entire and final agreement of the parties hereto with respect to the subject matter hereof and may not be amended or modified except by written instrument signed by the parties.

7.8 Severability. In the event any provision of this Agreement is deemed to be invalid or unenforceable said determination shall not affect the validity and enforceability of the remaining provisions hereof.

7.9 Execution in Counterparts. This Agreement may be executed in multiple original counterparts which, when taken together, shall constitute a single original hereof.

7.10 No Estate Created. This License shall not be construed as creating or vesting in Licensee any estate in the Licensed Premises, but only the limited privileges of egress, entry, and use as herein described.

Executed as an instrument under seal the day and year first above written.

LICENSOR:

WATERWORKS PARK LLC

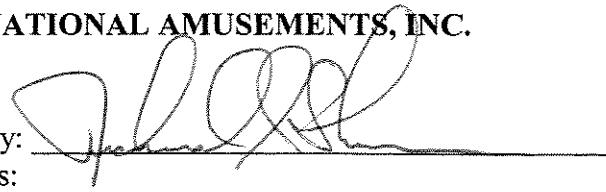
By _____
Its:

LICENSEE:

NATIONAL AMUSEMENTS, INC.

By:

Its:

A handwritten signature in black ink, appearing to read "Richard J. Sherman", is written over a horizontal line. The signature is stylized and cursive.

**RICHARD J SHERMAN
VICE PRESIDENT**

EXHIBIT A

Licenser Parcel

EXHIBIT A

Parcel I

All that certain parcel of land situate in Boston, in the County of Suffolk, on the Southeasterly side of the Chestnut Hill Reservoir, together with the pumping station and other buildings, structures and works thereon and therein, said parcel containing about three hundred eight thousand eight hundred (308,800) square feet and being bounded and described as follows: Beginning at the most Southerly angle of said parcel at the centre of a stone bound placed on the Northwesterly line of the location of the Boston and Albany railroad Newton circuit, which angle is about four hundred twenty five (425) feet Northeasterly on said Northwesterly line from the boundary line between the Cities of Boston and Newton, which is also the boundary line between the Counties of Suffolk & Middlesex, thence running Westerly one hundred four and five tenths (104.5) feet to the centre of another stone bound; thence turning slightly to the South and running about Westerly one hundred eighty nine (189) feet to the Southerly curved line of Beacon Street at another stone bound; thence running Northeasterly on said Southeasterly line of Beacon Street on a curve to the left having a radius of four hundred and fifty (450) feet, one hundred forty eight (148) feet; thence Southeasterly fifteen (15) feet more or less on a line which, if produced, would reach the point of beginning; thence running Northeasterly twenty six (26) feet more or less to a point distant fourteen and nine tenths (14.9) feet Southeasterly from the Southeasterly line of Beacon Street measured at a right angle thereto; thence in the same course two hundred ninety seven and five tenths (297.5) feet to a point distant seventeen and seven tenths (17.7) feet Southeasterly from said Southeasterly line of Beacon Street measured at a right angle thereto; thence Northeasterly on a curve to the left having a radius of eight hundred sixty four (864) feet, five hundred seventy five & five tenths (575.5) feet to a point distant twenty and two tenths (20.2) feet Easterly of the Easterly line of Beacon Street measured at a right angle thereto; thence Northerly three hundred ninety (390) feet to a point distant twenty and five tenths (20.5) feet Easterly on said Easterly line measured at a right angle thereto; thence running Southeasterly at angle of $68^{\circ} 54'$ with the last described course about four hundred seventy three (473) feet to the former boundary line between the Towns of Brighton and Brookline; thence the same course twenty (20) feet more or less to the Northwesterly line of said railroad location; thence Southwesterly about one hundred fifty (150) feet to the intersection of said Northwesterly line with said former town line; thence in the same course two hundred fifty four and five tenths (254.5) feet by the northwesterly line of said location; thence Southeasterly ten and one tenth (10.1) feet by said railroad location; thence Southwesterly by the Northwesterly line of said location about eight hundred sixty nine and seven tenths (869.7) feet to the point of beginning.

Parcel II

A certain strip of land with any parts of buildings thereon situate in Boston, in the County of Suffolk and said Commonwealth, near the Brookline town line, and on the northeasterly side of Reservoir Lane, with all the rights, easements, privileges and appurtenances thereto belonging and bounded and described as follows, viz. beginning at a point in the location of the Boston and Albany Railroad, Newton Circuit marked by a whole drilled in the top of a stone bound and distant thirty

(30) feet northwesterly from the centre or base line of said location measured at a right angle thereto, said point being supposed to be in the northeasterly line of said Reservoir Lane & being distant thirty and seventy-eight one hundredth (30.78) feet northeasterly from a stone bound supposed to be set in the southwesterly line of said Reservoir Lane at a point forty five (45) feet northwesterly from the centre line of said railroad location measured at a right angle thereto and from said point of beginning running north $50^{\circ} 25'$ east in said railroad location by a line parallel with and distant thirty (30) feet northwesterly from the centre or base line of said location nine hundred nineteen and eighty six one-hundredths (919.86) feet to a stone bound, then turning at a right angle and running northwesterly to land of the Commonwealth; then turning & running southwesterly by said land of the Commonwealth to the northeasterly line of Reservoir Lane, then turning and running south $46^{\circ} 50'$ east by said northeasterly line to the point of beginning.

Parcel III:

A certain parcel of park land containing approximately nineteen thousand six hundred (19,600) square feet situated at the southerly corner of Chestnut Hill Playground, Brighton, described and shown as Parcel #5 on a plan marked "Commonwealth of Massachusetts, Metropolitan District Commission, Parks Division, Plan of land to be transferred between City of Boston and the Comm. of Mass., Scale as noted, April 21, 1942, Benj. R. Davis, Director of Park Engineering" on file in the office of the Metropolitan District Commission, Boston, Massachusetts City of Boston.

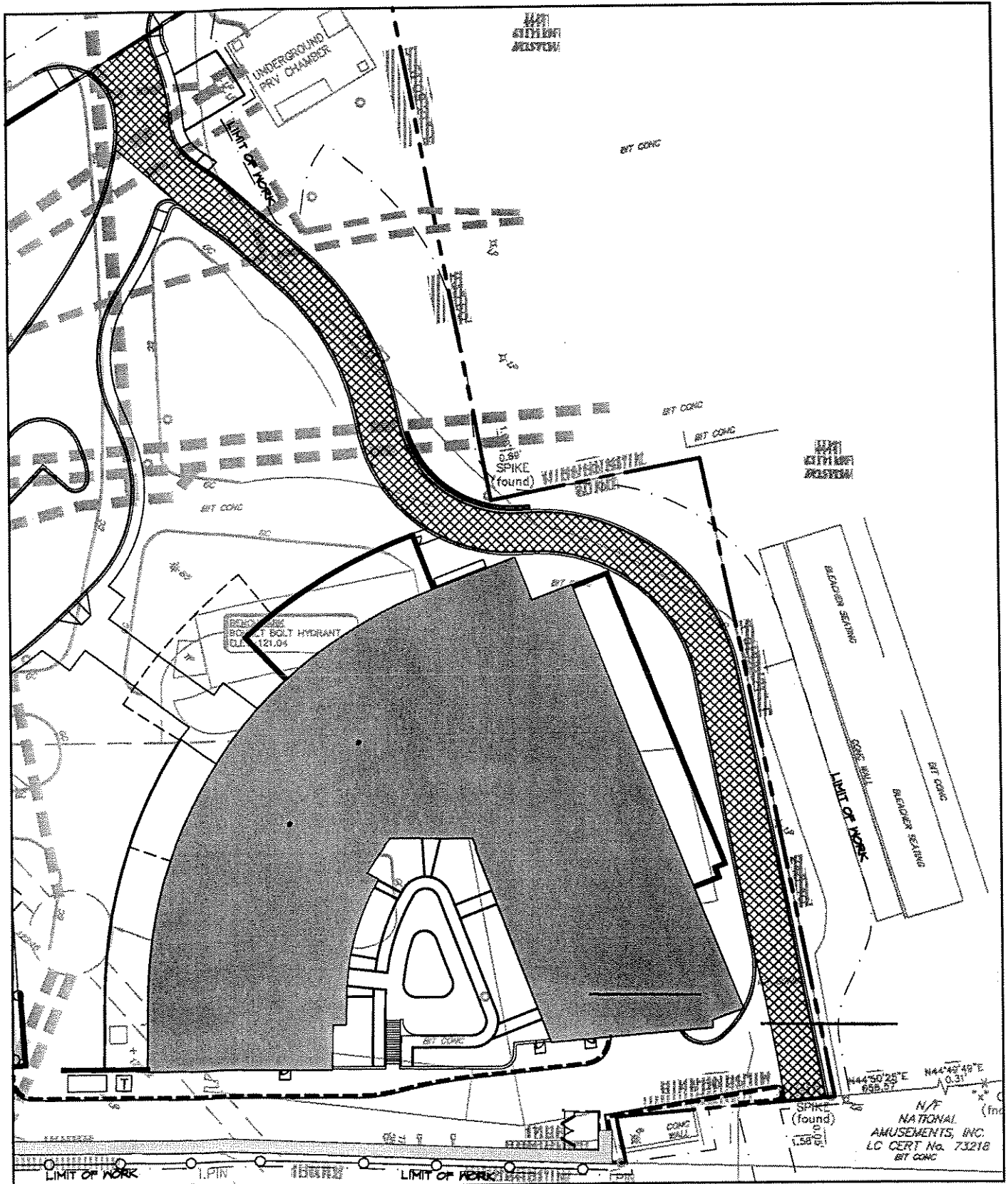
Together with the water, drain and sewer easements set forth in the Takings by the Metropolitan Water Board dated May 23, 1899 and recorded with said Deeds in Book 2613, Page 326 and dated June 27, 1898 and recorded with said Deeds in Book 2538, Page 70.

Square footage not insured.

EXHIBIT B

Plan of Licensed Premises

[Attached and Incorporated Herein.]



Job #:	24006.WO	
Drawn by:	AMT	Checked By:
Date:	4-14-05	
Scale:	N.T.S.	

G Geller DeVellis Inc.
 Site Planning
 Civil Engineering
 Landscape Architecture
 GELLER DEVELLIS
 29 Washington Street
 Wellesley, MA 02481
 781.237.4111

Sketch No. -

Revisions:

Title: Waterworks Park -- Access Roadway License

EXHIBIT C

Inspection Certificate

RECEIVED JUL 9 2004

THE CITY OF BOSTON - INSPECTIONAL SERVICES DEPARTMENT

March 2004 - 2005

INSPECTION CERTIFICATE

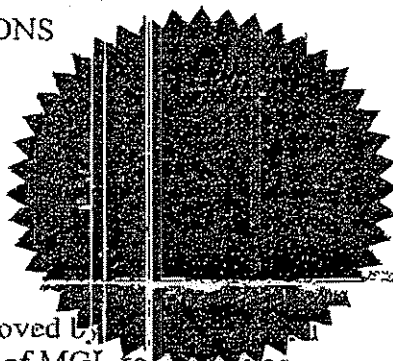
No: 04-2336

Issued in accordance with the provisions of chapter 802 of the Acts of 1972 as amended.

Location	Number	Ward
CHESTNUT HILL AVE	399 - 0	2

Occupancy	Maximum Capacity
CIRCLE CINEMA	1717 PERSONS

**Owner Lessee
or
Licensee** { CIRCLE CINEMA
200 ELM Street
DEDHAM, MA 02026
(781)961-3992
Attn: VALERIE LIMA



I certify that these premises have been inspected and approved by the Inspectional Services Department and the requirements of chapter 802 of MGL for buildings of its class are applicable thereto. Read the statement printed below and abide by its requirements.

A copy of this certificate must be posted in a conspicuous place in each story of the building.

Issued: March 31, 2004

Expires: April 1, 2005

Eleanor A. DuDermott 6/30/04
Principal Admin. Assist.

NOTICE - THIS CERTIFICATE SHALL BE VOID IF THE NUMBER OF OCCUPANTS IS INCREASED, OR MATERIAL CHANGES OR ALTERATIONS IN ARRANGEMENT ARE MADE, OR IF EGRESSES ARE OBSTRUCTED OR CHANGED.

This certificate has been issued with the understanding that all fees have been paid in full pursuant to City of Boston Code, ordinance, Title 14, 450 (48). Further, this certificate is issued with the understanding and agreement between the applicant and the Commissioner that no solicitation, promise, payment or exchange of any gift, gratuity or thing of value, including cash, over and above the aforementioned certificate fees, has or will take place relative to the certificate being used or relative to the information and/or assurances contained in the certificate application, plans or certificate. If such solicitation promise, payment or exchange has occurred this certificate is void and civil or criminal action will be instituted.