

until Lessee has been repaid, the amount thereof shall constitute and be a lien on the demised premises.

(f) That Lessor will pay all taxes and/or assessments levied or assessed against the demised premises and the buildings and improvements thereon erected, and also insure the said theatre building and the said lobby entrance thereto against loss arising out of destruction thereof or damage thereto by fire, etc.

(g) That in the event of damage to or destruction of the said theatre building and/or the said lobby entrance thereto by fire or by any other casualty, Lessor will immediately repair and restore at Lessor's sole cost and expense, and if, as a result of such damage or destruction, Lessee be unable to use the demised premises for the purpose of giving public performances thereat and thereon, rent shall abate from and after the date of such damage or destruction and during the time of repair and restoration and until the demised premises have been completely repaired and restored and possession thereof delivered to Lessee; that should the destruction to the said theatre building and/or the lobby entrance thereto amount to what is commonly known and designated as "total destruction", this lease, at the option of the Lessor, shall immediately terminate and come to an end, prepaid rental in such an event to be apportioned and adjusted and the unearned part thereof returned to Lessee, with the understanding and agreement, however, that should the Lessor in rebuilding, erect a theatre on the premises hereby demised, or on any part thereof, Lessee shall have the option to rent the same for a term, which with the then expired portion of the term demised by this lease, will equal the fifteen (15) year term demised by this lease, at an annual rental equivalent to ten per cent of the cost of the erection of the theatre and ten per cent of the market value of the land upon which the theatre has been erected, or if the theatre be part and not all of the rebuilt structure, at an annual rental equivalent to ten per cent of the cost of the theatre portion of the building and ten per cent of an equitable proportion of the market value of the land upon which the building has been erected. And should Lessor fail or omit to exercise the said option, Lessor will, at Lessor's sole cost and expense, rebuild and restore the said theatre building and said lobby entrance thereto, with all due diligence and dispatch, beginning reconstruction not later than sixty (60) days after the destruction caused by fire or other casualty, and complete same and deliver possession thereof to Lessee within one year thereafter, and rent shall abate from and after the date of such destruction and during the time of rebuilding, and until possession thereof has been delivered to Lessee; that all unearned prepaid rent will be apportioned and adjusted.

(h) That the permanent fixtures which have been installed by Lessor, at Lessor's sole cost and expense and without contribution thereto by Lessee, are as follows:-

- (1) Asbestos stage curtain
- (2) Sprinkler system over and under the stage and in the dressing rooms and parts of the theatre adjacent to the stage.
- (3) Marquee, as specified, with all electric wiring but exclusive of theatre signs and decorating or decorative lights upon such marquee;
- (4) Stage foot lights;
- (5) Electric wiring and all electric and/or other lighting fixtures other than the electric light fixtures in the auditorium of the theatre building and in the lobby entrance thereto;

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- (6) Ticket selling booth;
- (7) Permanent motion picture booth without equipment but with wiring complete;
- (8) Entire separate ventilating system complete with all fans and electric motors incident thereto;
- (9) All switch boards as specified in the electrical specifications, (except, however, stage switch boards) and necessary controls for projection machinery);
- (10) Entire separate heating system and equipment;
- (11) Pipe Railings;
- (12) Stage grid-iron;
- (13) All plumbing and plumbing fixtures which form and become part of the building proper;
- (14) All interior decorating to both theatre and lobby, other than painting;
- (15) Any and all other permanent fixtures set forth on the plans and specifications hereinbefore referred to.

All of the foregoing have been or are to be installed, in accordance with said plans and specifications.

(i) That the demised premises, when completed, will be free of rubbish, materials and tools, and will be thoroughly cleaned by Lessor.

(j) That Lessee may, at any time, at its sole cost and expense, install a separate refrigerating and air conditioning system, making whatever changes necessary so to do, and if Lessee should install the same, the motors and machinery connected therewith shall remain the property of Lessee and may be removed by Lessee on the termination of the lease.

(k) That all of the furnishings and equipment put in or installed by Lessee, including the organ and the fixed and unfixed seats, shall be and remain the sole property of Lessee, and the latter may, from time to time, remove and/or substitute, and on the expiration of the term demised by this lease, or the sooner termination thereof, except by default of the Lessee, Lessee may remove the same, or any part thereof.

(l) That Lessor has delivered the said theatre building and the exits thereof, the said lobby entrance thereto and the said permanent fixtures thereof, free and clear of all violations, mechanics' or other liens and encumbrances, and should Lessor fail or omit so to do, Lessee may comply with and pay and remove any and all such violations, liens, and encumbrances, and deduct the cost and expense thereof and the moneys expended in connection therewith, together with interest thereon, from any subsequent installment or subsequent installments of rent due and payable under this lease until the whole amount thereof has been thus repaid to Lessee and until Lessee has been repaid, the amount paid by Lessee, with interest thereon, shall constitute and be a lien on the demised premises.

(m) That in the event that the land or the buildings covered by this demise, or any part of either or both, be taken for public or quasi-public purposes, the entire award for the taking of said land and/or the said building or buildings, shall belong to Lessor but Lessee shall be entitled to receive any direct or consequential damages recoverable with respect to Lessee's investment or interest in furniture, fixtures, equipment, etc., and the then value of the unexpired portion of Lessee's demised term, covered by this lease, and Lessee shall have the right to receive and retain any direct or consequential damages recoverable to the extent of its investment or interest in such furniture, fixtures, equipment, etc., and the then value of the unexpired portion of Lessee's demised term, covered by this lease; should the award to Lessor-

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