

include and/or any direct or consequential damages which Lessee is entitled to receive, as herein stated, Lessor will pay over the amount thereof to Lessee upon demand therefor. That if a portion of the demised premises be taken, as aforesaid, this lease, at option of Lessee, shall cease and come to an end from the date when the taking becomes effective, prepaid rent being apportioned and adjusted and the unearned part thereof returned to Lessee; should Lessee fail or omit to exercise said option, the rent reserved in and by this lease shall abate proportionately, namely: in the same proportion that the area taken bears to the total area as demised in and by this lease, and Lessor, in such an event, at Lessor's sole cost and expense, will restore the remaining portion of the demised premises to a proper condition so that the remaining portion of the demised premises may be used for the purpose for which the entire premises have been rented, the entire rental being abated until the remaining portion of the demised premises are put in proper condition so that public performances may be given therein and thereon, and until the delivery of possession of same to Lessee, prepaid rent being apportioned and adjusted.

(n) That with respect to the marquee to be put up by Lessor, Lessee shall have the right to erect, keep and maintain any electric illuminated, non-illuminated or other sign or signs on the top, sides or as a part of the said marquee, not above coping of the lobby as shown on plans.

(o) That any notice to be sent to Lessor by Lessee, pursuant to any provision of this lease, or pursuant to any of law or statute, or which Lessee desires to send to Lessor, shall be deemed properly and sufficiently served if the same be enclosed in a sealed post-paid wrapper or envelope and be sent by registered United States mail, addressed to Lessor at Greenville, South Carolina.

(p) That if and so long as Lessee pays the rent reserved in and by this lease, and keeps, observes and performs the covenants, conditions and agreements in this lease contained on the part of Lessee to be kept, observed and performed, Lessee shall and may peaceably and quietly have, hold and enjoy the demised premises for and during the term demised by this lease, free from molestation, eviction or disturbance; that the demised premises are free and clear of all mortgages, deeds of trust securing a loan or loans, other liens arising out of other instruments in the nature of a mortgage, and any and all other liens or encumbrances except a mortgage for Fifty Thousand (\$50,000.00) Dollars which the Lessor agrees to retire not later than January 1st, 1926; that Lessor has good right to make and enter into this lease with Lessee, being the owner in fee of the premises covered by this lease and hereby warrants its title thereto and right to enter into this lease.

Lessee hereby agrees as follows:-

(a) To pay the hereinbefore reserved rent, on the dates and in the amounts hereinbefore stated; to pay for water, heat and light consumed or used in or upon the demised premises.

(b) To make all inside repairs to said theatre building and all inside repairs to said lobby entrance thereto, including repairs, other than substitutions and replacements, in and to the heating, ventilating, water and sewerage system, with the distinct understanding, however, that nothing herein contained shall obligate Lessee to make any inside repair of a structural character whatsoever, and/or any other repair which Lessor, under the terms of this lease, is obligated to make.

(Next Page)

(c) That Lessor shall have the right to enter the demised premises, at all reasonable times, for the purpose of examination or inspection and for the purpose of making repairs, with the understanding that no repair is to be made unless Lessee be first consulted and consent thereto and that if any repair is made that it be made while public performances are not being given on the demised premises.

(d) Not to use the demised premises for any purpose other than the purposes hereinbefore set forth, without written consent thereto by Lessor, and on the termination of the demised term, to surrender the demised premises in as good condition as when received, damage thereto by fire, storm, or other unavoidable causes and reasonable wear and tear excepted.

(e) To comply with all rules, orders, ordinances and regulations of the Municipality of the City of Greenville, other than such as may require structural change or structural changes, structural improvement or structural improvements, or structural alterations in and to the demised premises.

(f) Lessee will expend not less than Fifty Thousand (\$50,000.00) Dollars in painting the interior of the theatre auditorium and lobby entrance thereto, and installing the following equipment; - fixed and unfixed seats, organ, carpets, draperies, curtains, dressing room equipment, projection booth motion picture equipment, screen, display frames, electric fixtures for the theatre auditorium and lobby, stage switch board, scenery, stage property, stage border lights and electric signs, all of which said equipment shall be and remain the property of the Lessee, and Lessee shall have the right to substitute, replace or change, from time to time, and the right to remove the same at the end of the demised term or sooner termination of this lease, except for default of the Lessee.

(g) That any notice to be sent to Lessee by Lessor, pursuant to any provision of this lease, or pursuant to any provision of law or statute or which Lessor desires to send to Lessee, shall be deemed properly and sufficiently served if the same be enclosed in a sealed post-paid wrapper or envelope and be sent by registered United States mail, addressed to Lessee, care of Southern Enterprises, Inc., 16 East 42nd. Street, New York City, New York.

Lessor and Lessee agree to and with each other as follows:-

(a) That Lessor or Lessee may change their hereinbefore set forth respective addresses where notices are to be sent, from time to time, by written notice sent by registered United States mail to the party to be affected thereby.

(b) That, subject to the following agreements, Lessor shall have the right, at any future time, at Lessor's sole cost and expense to build over the portion of the premises covered by this lease occupied by the said lobby entrance, with the distinct understanding, however, that the right so to do does not extend to or cover the said theatre building, and with the further understanding that, subject to the following agreements, Lessor hereby expressly reserves the right so to do, and with the further understanding, that Lessee is not to be entitled to occupy or use any part of any such additional construction but, on the contrary, the same is to be for the sole use and occupation by Lessor and Lessor's tenants thereof:-

(1) That there be no communication between the said additional construction and the said lobby entrance or between the said additional construction and the said theatre building;

(2) That any and all construction work in connection with the walls of the lobby and/or theatre building be done and conducted during the hours of 11 o'clock P.M., and 12 o'clock noon, so as to avoid all noise or anything else that might interfere with public performance in and on the

Premises demised by this lease;

(Over)