

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 devised 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, and said lobby entrance thereto and the said permanent fixtures thereof, free and clear of all violations, mechanics' or other liens, 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, and 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 interest or investment 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 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 performance 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 the 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, above the coping of -

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the lobby as shown on the plans. In addition thereto, the Lessee shall have the right to erect and maintain above the marquee and in front of and attached to the front wall of the said building an electric illuminated or non-illuminated sign running vertically above the marquee, of such size and height as the Lessee may choose, provided that said sign shall be erected and maintained in compliance with any and all laws, ordinances or lawful rules and regulations of governmental authorities having jurisdiction thereof.

(o) That any notice to be sent to Lessor by Lessee, pursuant to any provision of this lease, or pursuant to any provision 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; 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.

(c) That Lessor shall have the right to enter the demised premises, at all reasonable times, for the purposes 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 performance are not being given on the demised premises.

(d) Not to use the demised premises for any purpose other than the purpose 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 the 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 improvements or structural improvements, or structural alterations in and to the demised premises.

(f) That the Lessee will, at its own cost and expense, install all fixed and unfixed seats, an -

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