

organ, moving picture booth equipment, draperies, carpets, poster frames and any and all other furnishings and movable equipment, which the Lessee shall deem necessary or suitable in the conduct of a motion picture theatre of the size and type and character of the theatre devised hereunder.

Lessee shall have the right to select, in its discretion, all of the equipment above referred to. All of said equipment shall be and remain the property of the Lessee. The 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 devised term or the 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.

(h) The Lessee agrees to furnish to the portion of the building excepted and reserved from the lease, heat during the cold season, beginning November 1st, ending May 1st., but only from the heating plant in the devised premises, and Lessee shall not be required to furnish heat during such portion of said period, when said heating plant shall not be operated because of accident, breakdown or the making of repairs to the heating plant or any portion of the devised premises, which shall make it impractical to operate the heating plant or because of inability of the Lessee to obtain proper fuel for use in said plant, or because of any temporary cessation of operation of said plant for any reason; nor shall the Lessee be in any wise liable for failure to heat such premises so excepted and reserved because of the insufficiency or inadequacy of the said heating plant for that purpose.

It is agreed that some competent heating engineer or expert chosen by the Lessee shall determine the amount of radiation in the said excepted premises, and the pro rata amount of the cost of heating the entire building which should be born by the lessor on the basis of the ratio of the radiation in the excepted premises to the radiation in the devised premises, and the Lessor agrees to pay the said proportionate amount so determined, payment to be made every four weeks, and the Lessee shall be entitled to withhold and deduct from the installment of rent next thereafter due, the amount due for the heating charge to the Lessor for the preceding four weeks' period.

Lessor and Lessee agrees 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 any and all mortgages, deeds of trust securing a loan or loans, or other instruments in the nature of a mortgage, hereinafter placed upon the devised premises by lessor, shall be by their terms expressly subject and subordinate to this lease, and shall expressly provide that Lessee's equipment is not covered thereby.

(c) Lessor shall have a lien as against the equipment in and on the devised premises belonging to Lessee for the rent due and payable under this lease, with the distinct understanding, however, that as to the organ and fixed and unfixed seats, or any substitutions therefor, -

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such lien shall extend only to the equity of Lessee in and to said organ and in and to said fixed and unfixed seats, it being the intention of Lessee to purchase and pay for said organ and said seats and for any substitutions therefor, by the customary installment method; that said lien may be enforced in the same manner as chattel mortgage and liens are enforceable under the laws of the State of South Carolina, provided always, however, that nothing in this lease contained shall prevent Lessee from removing and disposing of any such equipment which may become worn out, out of repair or antiquated upon substitution of other equipment and the lien herein given shall apply, as hereinbefore stated, as against the substituted equipment.

(d) As to any and all provisions of this lease imposing an obligation on Lessor to do any matter or thing should the provision contain an agreement that in the event of failure or omission on the part of Lessor, Lessee shall have the right to do the matter or thing in question and deduct the cost and expense thereof from any subsequent installment or subsequent installments of rent due and payable under this lease, whether Lessee have a lien on the devised premises therefor or not, Lessee, in lieu of reimbursement out of rentals, shall have the right, at any time to require Lessor to reimburse Lessee for the amount involved, or for the amount remaining unpaid as reduced by prior application of rentals, immediately upon demand therefor, and immediately upon demand, Lessor shall reimburse Lessee.

(e) Should Lessee default in the payment of the rent reserved in and by this lease, or any part thereof, and should such default continue for a period of sixty (60) days after notice thereof from Lessor, Lessor shall have the right, at Lessor's option to terminate this Lease, providing always, however, that such written notice contain a statement that if the unpaid rent is not paid within sixty days (60) from the date thereof, Lessor will terminate the lease. Nothing herein contained, however, shall obligate Lessor to exercise said option.

This lease and each and every covenant, condition and agreement therein contained shall be binding on and enure to the benefit of the parties hereto and their respective successors and assigns.

In witness whereof, the said W.H. Keith has executed this instrument, and said Greenville Enterprises, Inc., has caused its corporate seal to be hereunto affixed, and these presents to be signed by its President, this 17th, day of July, 1925.

Witness:

Eunice Dodd,
J.D. McCollough
As to Lessor.

W.H. Keith (L.S.)

Greenville Enterprises, Inc.

By F.L. Metzler

Vice President.

Attest:
Marion Coles,
Secretary.



Witness:

H.L. Robinson
Ann Jordan
As to Lessee.

State of South Carolina,)
) SS:
County of Greenville.)

Personally appeared before me Eunice Dodd and made oath that she saw the within named W.H.Keith sign, seal and as his act and deed, deliver the foregoing agreement for the uses and purposes therein mentioned, and that she with J.D. McCollough in the presence of each other, witnessed the

due execution thereof.
Sworn to before me this 17th, day of July, 1925.
Augustus G. Hart,
Notary Public for S.C.

Eunice Dodd.

(Over)