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destruction and during the time of rebuilding, and until possession thereof has been delivered to Lessee; and 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) Marguise as specified, with all electric wiring, but exclusive of theatre signs and decoration or decorative lights upon such marguise.
- (2) Electric wiring and all electric and/or lighting fixtures for the electric light fixtures in the auditorium of the theatre building and in the lobby entrance thereto.
- (3) Ticket selling booth.
- (4) Permanent motion picture booth without equipment, but with wiring complete.
- (5) Entire separate ventilating system complete with all fans and electric motors

incident thereto.

(6) All switchboards as specified in the electrical specifications, including stage switchboard and necessary controls for projection machinery.

(7) Entire separate heating system and equipment.

(8) Pipe railings.

(9) All plumbing and plumbing fixtures which form and become part of the building proper.

(10) 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 the said plans and specifications.

(i) That the demised premises, when completed, will be free of rubbish, materials and tools, and will be thoroughly cleansed 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, 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 performances may be given therein and thereon, and until the delivery of possession of same to Lessee, prepaid rent being apportioned and adjusted.

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