

Page 4.

(n) That with respect to the marquise 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 marquise, above the coping of the lobby as shown on the plans. In addition thereto, the Lessee shall have the right to erect and maintain above the marquise 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 marquise, 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~~ 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 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 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 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 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 demised 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 demised 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.

(OVER)