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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 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.

f. 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 postpaid wrapper or envelope and be sent by registered United States mail, addressed to Lessee, care of Wilby-Kincey Service Corporation, 156 Walton Street, Atlanta, Georgia, and a copy thereof sent to lessee care of Paramount Theatres Service Corporation, 1501 Broadway, New York City.

g. Lessee agrees that so long as it operates any other theatre in the City of Greenville, South Carolina, Lessee will not close or cease to operate the said Carolina Theatre, except for the purpose of making repairs or except for causes beyond Lessee's control. Subject to the foregoing, Lessee will, during the term hereof, operate said Carolina Theatre as its first class theatre, exhibiting first run pictures, if obtainable.

h. Lessee agrees that, within a reasonable time after the execution of this lease, Lessee will make such improvements to the theatre and its equipment as will in the opinion of the Lessee put the same in first class condition, consisting principally of redecorating and installing new bottoms to the seats.

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 or 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 eleven o'clock P. M. and twelve o'clock noon, so as to avoid all noise or anything else that might interfere with public performances in and on the premises demised by this lease;

(3) That building material be not placed or kept so to interfere with access to the said lobby entrance or obstruct the sidewalk or street in front of said lobby entrance, or in front of the property adjoining said lobby entrance on either side thereof.

(4) That Lessor indemnify and save harmless, and lessor hereby agrees, in such an event, to indemnify and save harmless Lessee from and against any and all claims for loss or damage to property or injury to and/or death of any person or persons, and/or damage to the demised premises growing out of, or connected with any such additional construction.

(5) That Lessor obtain, at Lessor's sole cost and expense, and deliver to Lessee, a public liability insurance policy from a company and in a form satisfactory to Lessee, in limits of Fifty thousand (\$50,000) Dollars and Five hundred thousand (\$500,000) Dollars, insuring Lessee against all damages and against all claims for damage to property and/or injury to or death of any one or more human beings, growing out of, or connected with any such additional construction.

(6) That no such additional construction shall interfere with or prevent Lessee from putting on, keeping and maintaining the electric illuminate, non-illuminate or other sign or signs, on the top, sides or as a part of the marquee, hereinbefore referred to in Article "1", page "9" hereof.