

from the small candy stand or machine similar to that now operated; and the books and records of the Lessee shall be made available to the Lessors for inspection at anytime, and for the purpose of such audit, if one is requested by the Lessors.

6. Should any installment of rent be more than thirty days in arrears, then and in such event, the Lessors may at their option either declare the full amount of the rent for the entire term immediately due and payable and proceed to collect the same by legal process, or they may declare this Lease terminated and take immediate possession of the premises, collecting the rent up to the redelivery of the possession of said premises.

7. The Lessee hereby covenants that it will use said premises only for the purpose of conducting a motion picture theatre, and that it will not carry on, or permit to be carried on upon said premises, or suffer to be done, anything which may render an increased or extra premium payable for the insurance of the said building against fire, or which may make void or voidable any policy for such insurance; that it will not sub-rent said premises nor any part thereof, nor assign this Lease without the written consent of the Lessors; and that at the expiration or sooner termination of this Lease, it will deliver up to the Lessors peaceable possession of said premises, with all improvements, installations and additions, except unattached equipment such as motors and other apparatus and personal property, in as good condition as they now are or should be, reasonable wear and tear alone excepted.

The Lessors agree that during the term of this Lease they will keep the outer walls, roof and the outside of said building in proper and substantial repair. The Lessee covenants and agrees that it will make all necessary alterations or repairs to the interior of said building at its own expense, including the operation and maintenance of the heating system, and that it will pay all light and water bills, and will furnish, free of any charge or cost, necessary heat to the two store rooms now occupied by: (1) Toastee Sandwich Shop, (2) Brock's Inc. and (3) Second and Third floors rented and occupied by Draughon's Business College; and that it will save harmless the Lessors from any claims for damages to either person or property, arising out of the use of the said building for the purposes of operating a motion picture theatre therein.

8. The Lessee further covenants that all repairs and improvements made to said building by the Lessee shall become the property of the Lessors upon the termination of this Lease.

9. Should the Lessee at any time during the term of this Lease become insolvent, or file a Petition in Bankruptcy, or should a Petition in Bankruptcy be filed against it, or should the Lessee violate any of the covenants of this Lease, the Lessors may at their option declare this Lease terminated and it shall thereupon become null and void, and the Lessors shall have the right to take possession of said premises upon thirty days' notice.

10. In the event that the building should at any time, without the fault of the Lessee, be destroyed or so damaged by fire as to be unfit for occupation or use, then the rent herein reserved, or a fair and just portion thereof, according to the nature and extent of the damage sustained, shall, until said building shall have been reinstated and made fit for occupation, be suspended and cease to be payable, or either the Lessee or Lessors may at its or their option terminate this Lease without further liability.

11. It is mutually understood and agreed between the Lessors and Lessee that the current Lease between the Lessor C. O. Milford and S. W. Craver, President of the Lessee Corporation, dated May 22, 1931, and amended March 9, 1935, shall continue on the same terms as provided therein, through June 30, 1945, and immediately afterward this Lease executed on the day and year first above written, shall become current.