

- 3 -

the theatre's share of such receipts shall be considered as the theatre's gross receipts in determining the rental payable hereunder; provided, further, however, that gross receipts shall include the net rental received by Lessee from outside parties to whom it may rent said theatre for a day or a number of days, but subtenants' receipts shall not be included.

The Lessee shall furnish the Lessor with a statement of the gross receipts of said theatre at the end of each quarter or thirteen (13) week period within a reasonable time not later than sixty (60) days after the termination thereof, and in addition thereto shall, as soon as possible after each lease year, furnish the Lessor with a statement showing the gross receipts of said theatre for said year, and the Lessor shall be entitled to inspect the records of the Lessee insofar as they are pertinent to the gross receipts of said Rivoli Theatre and deductions therefrom herein authorized and is expected to make at least one such inspection annually. Such inspections shall be made only at reasonable times and after reasonable notice from Lessor as to the date whereon it desires to inspect the records of Lessee pertinent to gross receipts of said theatre, so that the Lessee may have opportunity to secure and have ready such records.

This instrument shall not create, or ever be construed to create, a co-partnership or joint venture between the Lessor and Lessee.

Lessor hereby agrees as follows:

a. That Lessee may use the exterior walls of the lobby and theatre building, or any of them, or any part of all, or any part of them, for advertising or other purposes, unless and until Lessor builds on any other land in front of the said theatre building and/or on the side or sides of the said lobby entrance thereto, and as a result thereof some or all of the said exterior walls be not available for such purposes, in which event Lessee's right to use said exterior walls shall continue only with respect to