

ARTICLE XVIII.

QUIET ENJOYMENT, ETC.

The Lessor covenants and agrees that the Lessee herein, upon paying the rent herein reserved and performing the covenants, agreements and conditions upon the part of the Lessee to be performed and observed, shall and may peacefully and quietly have, hold and enjoy the demised premises and the present means of ingress and egress for the term aforesaid and any renewal thereof, free from molestation, eviction or disturbance by the Lessor or any other person or persons whomsoever; provided, however, the entrance, arcade or lobby of said Jervey-Jordan Building is to be used in common by Lessee with Lessor and the other tenants and persons having relations with them. Lessor warrants that the property occupied by the theatre property and the arcade and lobby are and will be contiguous, so as to afford uninterrupted passage one to the other. The Lessor agrees to maintain the present means of ingress and egress, not including fire escapes, except as otherwise herein provided.

ARTICLE XIX.

RIGHT OF LESSEE TO MAKE
GOOD LESSOR'S DEFAULT

If the Lessor fails to perform any of the covenants and agreements in this lease on the part of the Lessor to be performed, the Lessee, in addition to all other remedies now or hereafter afforded or provided by law, may, at its election, perform such covenant or agreement, for or on behalf of the Lessor, or make good any such default, and any amount or amounts which the Lessee may advance on that behalf shall be repaid by the Lessor to the Lessee on demand, together with interest thereon, at the rate of six (6%) per cent. per annum, from the date of such advance to the repayment thereof in full; and if the Lessor shall not repay such amount or amounts upon demand, the Lessee shall have the privilege of deducting same, together with