

to be used and occupied as a motion picture, vaudeville, legitimate, stock company or other theatre, or any or all of the same, and/or for any other theatrical and/or amusement purpose, and for purposes usually connected with the theatrical and amusement business.

As rental for said property, Lessee agrees to pay the Lessor, and Lessor agrees to accept, a rental of One-Hundred Twenty-Thousand (\$120,000) Dollars, payable in equal monthly installments of One Thousand (\$1,000) Dollars each in advance on the first of each month, during the term of this lease, beginning January 1, 1957.

Lessor hereby agrees as follows:

a. Lessor will make all repairs to the roof and walls of the said theatre building not including the said lobby entrance thereto, and also make all other inside and outside repairs of a structural character, and also make any and all changes, improvements and alterations of a structural character required by any governmental authority; that should Lessor fail or omit to make any one or more of same, Lessee may make the same and deduct the cost and expense thereof from any subsequent installment or subsequent installments of rent due and payable under this lease and until Lessee has been repaid, the amount thereof shall constitute and be a lien upon the demised premises.

b. That Lessor will pay all taxes and/or assessments levied or assessed against the demised premises and the buildings and improvements thereon erected, and also insure the said theatre building and the said lobby entrance thereto against loss arising out of destruction thereof or damage thereto by fire, etc.

c. That in the event of damage to or destruction of the said theatre building and/or the said lobby entrance thereto by fire or by any other casualty, Lessor will immediately repair and restore at Lessor's sole cost and expense, and if, as a result of such damage or destruction, Lessee be unable to use the demised premises for the purpose of giving public performances therein and thereon, rent shall abate from and after the date of such damage or destruction and during