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length of time after each quarter, or thirteen (13) week period, and in addition thereto, as soon as possible after each calendar year, the Lessee shall furnish the Lessor with a statement showing the combined gross receipts of the Carolina Theatre and Rivoli Theatre for such year.

It is agreed that if twelve and one-half (12½) per cent of the gross receipts of said Rivoli Theatre for each six (6) months shall equal or be less than Four thousand (\$4,000) Dollars for such period of six (6) months, then the payment by Lessee of the sum of Six Hundred Sixty-six and 66/100 (\$666.66) Dollars per month above mentioned as being on account of rental, shall be, and be accepted by Lessor as rental in full for the period covered by said payments on the twelve and one-half (12½) per cent basis.

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

In consideration of the execution of this lease on the part of Lessor and the cancellation of the lease dated July 17, 1925, above referred to, the Lessee agrees to pay to the Lessor the sum of Five Thousand (\$5,000.00) Dollars, payable One Thousand (\$1,000.00) Dollars in cash upon the execution of this agreement, and the balance in forty-eight equal monthly installments of Eighty-Three & 33/100 (\$83.33) Dollars each, on the first day of each month for a period of four (4) years, commencing January 1st, 1934, and in the event of the failure of the Lessee to pay any one or all of said installments when due, the Lessor shall be entitled to the same rights and remedies herein provided for the failure to pay rent under this lease.

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 so much thereof as may be available.

b. Lessor will make all repairs to the roof and walls of both the said theatre building and 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.

c. 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.

d. 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 the time of repair and restoration and until the demised premises have been completely repaired and restored and possession thereof delivered to Lessee; that should the destruction to the said theatre building and/or the lobby entrance thereto amount to what is commonly known and designated as "total destruction", this lease, at the option of the Lessor, shall immediately terminate and come to an end, prepaid rental in such an event to be apportioned and adjusted and the unearned part thereof returned to Lessee. And should Lessor fail or omit to exercise the said option, Lessor will, at Lessor's sole cost and expense, rebuild and restore the said theatre building and said lobby entrance thereto, with all due diligence and dispatch, beginning reconstruction not later than sixty (60) days after the destruction caused by fire or other casualty, and complete same and deliver possession thereof to Lessee within one year thereafter, and rent shall abate from and after the date of such destruction and during the time of rebuilding, and until possession thereof has been delivered to Lessee; that all unearned prepaid rent will be apportioned and adjusted.