Page 5.

- j. That any notice to be sent to Lessor by Lessee, pursuant to any provision of this lease, or pursuant to any provision of law or statute, or which Lessee desires to send to Lessor, shall be deemed properly and sufficiently served if the same bo enclosed in a socied postpaid wrapper or envelope and be sent by registered united States Greenville, South Carolina. mail, addressed to Lessor at
- k. That if and soiling as Lessee pays the rent reserved in and by this lease, and keeps, observes and performs the covenants, conditions and agreements in this lease contained on the part of Lessee to be kept, observed and performed, Lessee shall and may peaceably and quietly have, hold and enjoy the demised premises for the during the term demised by this lease, free from molestation, eviction or disturbance; that the demised promises are free and clear of all wortgages, deeds of trust securing a loan or loans, other liens arising out of other instruments in the nature of a mortgage, and any and all other liens or encumbrances, except first and second mortgages aggregating Sixty Thousand (\$60,000.00) Dollars; that Lessor has good right to make and enter into this lease with lessee, being the owner in fee of the premises covered by this lease, and hereby warrants its title thereto and right to enter into this lease.

Lesses hereby agrees as follows:

- a. To pay the bereinbefore reserved rent, on the dates and in the amounts hereinbefore stated; to pay for mater, heat and light consumed or used in or upon the demised premises.
- b. To make all inside repairs to said theatre building and all inside repairs to said lobby entrance thereto, including repairs, other than substitutions and replacements in and to the heating, wentifating, water and sewerage system, with the distinct understanding, however, that nothing herein contained shall obligate Lessee to make any inside repair of a structural character whatsoever, and/or any other regain which lessor, under the terms of this lease, is obligated to make.
- c. That Lessor shall have the right to enter the demised premises, at all reasonable times, for the purpose of examination or inspection and for the purpose of making repairs, with the understanding that no repair is to be made unless Lossee be first consulted and consent thereto and that if any repair is made that it be made while public performances are not being given on the demised premises.
- d. Not to use the demised premises for any purpose other than the purpose hereinbefore set forth, without written consent thereto by Lessor, and on the termination of the demised term, to surrender the demised premises in as good condition as when received, damage thereto by fire, storm or other unavoidable causes and reasonable wear and tear excepted.
- e. To comply with all rules, orders, ordinances and regulations of the municipality of the City of Greenville, other than such as may require structural change or structural changes, structural improvements or structural alterations in and to the demised premises.
- f. That any notice to be sent to Lessee by Lessor, pursuant to any provision of this lease, or pursuant to any provision of law or statute or which Lessor desires to sent to Lesses, shall be deemed properly and sufficiently served if the same be enclosed in a sealed post-paid wrapper or envelope and be sent by registered United States mail, addressed to Lessee c/o Valatenga Theatres, Inc., 169 Peachtree Street, Atlanta, Georgia, and a copy thereof to Lessee, at 1501 Broadway, New York City, N. Y.
- g. The Lassee agrees to furnish to the portion of the building excepted and reserved from the lease, heat during the cold season, beginning November 1st of each year and ending May 1st of the next year, but only from the heating plant in the demised premises, and Lessee shall not be required to furnish heat during such portion of said period, when said heating plant shall not be operated because of accident, breakdown or the making of repairs to the heating plant or any portion of the demised premises, which shall make it impractival to operate the hoating plant or because of inability of the Lessee to obtain proper fuel for use in said plant, or because of any temporary cessation of operation of said plant for any reason; nor shall the Lessee be in any wise liable for failure to heat such premises so excepted and reserved because of the insufficiency or inedequacy of the said heating plant for that purpose.

It is agreed that some competent heating engineer or expert chosen by the Lessee shall determine the amount of radiation in the said excepted premises, and the pro rata amount of the cost of heating the entire building shall be borne by the lessor on the