

ARTICLE IVUSE OF PREMISES

The Lessee may use the demised premises for vaudeville, motion pictures, so-called "legitimate", dramatic, operatic and other theatrical performances and exhibitions, and for such activities in connection therewith as are customary and usual, but in such use the Lessee shall not violate any valid law or ordinance regulating such performances and exhibitions, and Lessee shall use said premises for no other purpose without first obtaining the written consent of the Lessor.

ARTICLE VRepairs

1. The Lessor shall not be called upon to make any repairs except as hereinafter provided for.

2. The Lessor agrees to keep in good condition and repair the roofs, down spouts, exterior walls and structural portions of both the theatre building and the arcade, not including fire escapes however, as well as all approaches to the same and to keep the inside and outside of said arcade in good repair and order, including, but not limited thereto, the floors of said arcade and lobby space. The Lessee agrees to give Lessor written notice of any needed repairs,

3. The Lessee agrees to keep in good condition and repair the interior of the theatre on the site of the former so-called Library building and that portion of said demised theatre located in the Jervey-Jordan Building, except as herein provided with reference to said arcade space, as well as wiring, plumbing, water pipes, furnace, and all other fixtures and equipment in connection therewith, and at expiration of this lease shall return and deliver same to the Lessor in as good order and condition as they now are, ordinary wear and tear and damage or destruction by fire, windstorm or other casualty excepted.