

III.
 That was a part of the consideration of this agreement, and without which it would not have been entered into. The party of the first part does hereby give to the party of the second part the option to extend the above lease on the said theatre for an additional six years, from January 1st 1933 at the same rental of two hundred dollars (\$200.00) per month, and to purchase all of the fixtures and equipment now located on said theatre, together with the good will of the said theatre, for the additional sum of Five thousand dollars (\$5000.00) cash, payable January 1st 1933. It is mutually agreed that the party of the second part cannot exercise one of these options without exercising the other.

IV.

It is further agreed that this lease agreement covers only the theatre proper, located in the Liberty Theatre building, and does not refer to store rooms, office rooms, or any part of the Liberty Theatre building, except the theatre proper, together with the lobby, stage, and all proper entrances and exits.

V.

It is further agreed that the party of the second part agrees to repair and replace any part of the building or equipment thereof that might become damaged due to the negligence of the party of the second part and ordinary wear and tear, excepted. It is further agreed that the party of the second part does not agree to guarantee the party of the first part against fire, flood, wind, or damages by any other act of God.

VI.

It is further agreed that the party of the second part will, during his term of occupancy of the said Liberty Theatre, carry Public Liability Insurance to protect himself and the party of the first part against claims that might be made by the public for personal injury, and that the party of the second

"not tag"

part agrees to hold the party of the first part free from any claims that might be made by the employees of the party of the second part for personal injury.

VII.

It is further agreed that during the term of this lease and any renewals thereof, that the party of the first part agrees to provide the heating for the said theatre and to keep the said theatre comfortably heated at any and all times that he it may be necessary to the comfort of the patrons of the said theatre.

VIII.

The fixtures and equipment hereinafter referred to and on which the party of the second part has been given an option to purchase, consist of the following:

- 1 Photo Player
- 1 Electric Piano
- 1 Piano
- 725 Chairs
- 2 Sewing machines
- 1 Spot Light Machine
- 1 Piano (old)
- Scenery
- 1 Harder Screen
- Office equipment
- Electric fans, and all other equipment now being used in the operation of the Liberty Theatre.

IX.

Should the said Liberty Theatre be destroyed by fire or damaged in such way that it could not be used by the party of the second part for the purpose of operating a motion picture show, the party of the first part agree to rebuild or repair the said theatre within a reasonable time, no rent to be paid during the time the said building is being repaired, said lease and option to be extended for the time said building is untenable. Should however the building burn during the last six months of this lease, then

"over"