

Page 6.

12 o'clock noon, so as to avoid all noise or anything else that might interfere with public performance in and on the premises demised by this lease:

3. That building material be not placed or kept so as to interfere with access to the said lobby entrance or obstruct the sidewalk or street in front of said lobby entrance; or in front of the property adjoining said lobby entrance on either side thereof.

4. That Lessor indemnify and save harmless, and Lessor hereby agrees, in such an event, to indemnify and save harmless Lessee from and against any and all claims for loss or damage to property or injury to and/or death of any person or persons, and/or damage to the demised premises growing out of, or connected with any such additional construction.

5. That Lessor obtain, at Lessor's sole cost and expense, and deliver to Lessee, a public liability insurance policy from a company and in a form satisfactory to Lessee, in limits of \$50,000 and \$500,000, insuring Lessee against all damages and against all claims for damage to property and/or injury to or death of any one or more human beings, growing out of, or connected with any such additional construction.

6. That no such additional construction shall interfere with or prevent Lessee from putting on, keeping and maintaining the electric illuminated, non-illuminated or other sign or signs, on the top, sides or as a part of the marquee, hereinbefore referred to in Article "1", page "10", hereof.

7. That said lobby entrance be not endangered by said additional construction or by the work done in connection therewith and that Lessor obtain whatever permits are required, from the Governmental authorities having jurisdiction thereof, so as to enable the said additional construction to be put up.

c. That any and all mortgages, deeds of trust securing a loan or loans, or other instruments in the nature of a mortgage, hereinafter placed upon the demised premises by Lessor, shall be by their terms expressly subject and subordinate to this lease, and shall expressly provide that Lessee's equipment is not covered thereby.

d. Lessor shall have a lien as against all of the furnishings and equipment on the demised premises belonging to the Lessee, including the organ and all seats, for the rent due and to become due and payable under this lease and all other sums which may be payable under this agreement, and Lessee, shall not remove any of said furniture and equipment, without the written consent of Lessor, during the life of this lease and until all rents and other payments provided to be paid hereunder, accrued and to accrue, have been fully paid, and this lien may be enforced for rents and/or in the same manner as chattel mortgages are enforced under the laws of the State of South Carolina. This lien does not cover sound reproducing equipment or other equipment held by Lessee under license or rental contracts. Provided, however, that nothing in this lease contained shall prevent Lessee from removing and disposing of any of its equipment which may become worn out, out of repair or antiquated, upon substitution of other equipment of greater or equal value, and the lien herein given shall apply, as hereinbefore stated, as against the substituted equipment.

e. As to any and all provisions of this lease imposing an obligation on Lessor to do any matter or thing should the provision contain an agreement that in the event of failure or omission on the part of Lessor, Lessee shall have the right to do the matter or thing in question and deduct the cost and expense thereof from any subsequent installment or subsequent installments of rent due and payable under this lease, whether Lessee, have a lien on the demised premises therefor or not, Lessee, in lieu of reimbursement out of rentals, shall have the right, at any time, to require Lessor to reimburse Lessee for the amount involved, or for the amount remaining unpaid as reduced by prior application of rentals, immediately upon demand therefor, and immediately upon demand, Lessor shall reimburse Lessee.

f. Should Lessee default in the payment of the rent reserved in and by this lease, or any part thereof, and should such default continue for a period of sixty (60) days after notice thereof from Lessor, Lessor shall have the right, at Lessor's option, to terminate this lease, providing always, however, that such written notice contain a statement that if the unpaid rent is not paid within sixty (60) days from the date thereof, Lessor will terminate the lease. Nothing herein contained, however, shall obligate Lessor to exercise the said option. In case of the adjudication of the Lessee in bankruptcy or insolvency the Lessor may, at its option, declare the lease terminated and the

(OVER)