Page 3.

- e. That the permanent fixtures which have been installed by Lessor, at Lessor's
- sole cost and expense and without contribution thereto by Lessee, are as follows:
- 1. Marquee as specified, with all electric wiring, but exclusive of theatre signs and decorating or decorative lights upon such marques. 2. Electric wiring and all electric and/or lighting fixtures for the electric light
- fixtures in the auditorium of the theatre building and in the lobby entrance thereto.
 - 3. wicket selling booth.
 - 4. Permanent motion picture boots without equipment, but with wiring complete.
 - 5. Entire separate ventilating system complete with all fans and electric motors

incident thereto.

- 6. All switchboards as specified in the electrical spacifications, including stage switchboard and necessary controls for projection machinery.
 - 7. Entire separate heating system and equipment.
 - 8. Pipe railings.
 - 9. All plumbing and plumbing fixtures which form and become part of the building
- proper. 10. Any and all other permanent fixtures set forth on the plans and specifications hereinbefore referred to.
- f. That lessee may, at any time, at its sple cost and expense, install a separate refrigerating and air conditioning system, making whatever changes necessary so to do, and if Lessee should install the same, the motors and machinery connected therewith shall remain the property of Lessee and may be removed by Lessee on the termination of the lease.
- g. That all of the furnishings and equipment put in or installed by Lessee, including all seats, shall be and remain the sole property of Lessee, subject to the provisions of section "c" on page 13 hereof.
- n. That in the event that the land or the buildings covered by this demise, or any part of either or both, be taken for public or quasi-public purposes, the entire award for the taking of said land and/or the said building or buildings, shall belong to Lessor but Lesses small be entitled to receive any direct or consequential damages recoverable with respect to Lessee's interest or investment in furniture, fixtures, equipment, etc. and the then value of the unexpired portion of Lessee's demised term, covered by this lasse, and Lessee shall have the right to receive and retain any direct or consequential damages recoverable to the extent of its investment or interest in such furniture, fixtures, equipment, etc. and the then value of the unexpired portion of Lessee's demised term, covered by this lease; should the awared to Lessor include any direct or consequential damages which lessee is entitled to receive, as merein stated, Lessor will pay over the amount thereof to lessee upon demand therefor.

what if a portion of the demised premises be taken as aforesaid, this lease, at option of Lessee, shall cease and come to an end from the date when the taking becomes effective, prepaid rent being apportioned and adjusted and the unsarned part thereof returned to Lessee; should Lessee fail or omit to exercise said option, the rent reserved in and by this lease shall abate proportionately, namely; in the same proportion that the area taken bears to the total area as demised in and by this lease, and lessor, in such an event, at Lessor's sole cost and expense, will restore the remaining portion of the demised premises to a proper condition so that the remaining portion of the demised premises may be used for the purpose for which the entire premises have been rented, the entire rental being abated until the remaining portion of the demised premises is put in proper condition so that public performance may be given therein and thereon, and until the delivery of possession of same to Lessee, prepaid rent being apportioned and adjusted.

- 1. That with respect to the margues to be put up by the Lessor, Lessee shall have the right to erect, keep and maintain any electric illuminated, non-illuminated or other sign or signs, on the top, sides or as a part of the said marquee, above the coping of the lobby as shown on the plans. In addition thereto, the Lessee shell have the right to erect and maintain above the marquee and in front of and attached to the front wall of the said building an electric illuminated or non-illuminated sign running vertically above the marquee of such size and height as the lessee may choose, provided that said sign shall be erected and maintained in compliance with any and all laws, ordinances or lawful rules and regulations of government al authorities having jurisdiction thereof.
- 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 be enclosed in a scaled postpaid wrapper or envelope and be sent by registered United States mail, addressed to Lessor at Greenville, South Carolina.
- k. That if and so long 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 Lesses to be kept, observed and performed, Lesses shall and may peaceably and quietly have, sold and enjoy the demised premises for and during the term demised by this lease, free from molestation, eviction or disturbance; that the demised premises are free and clear of all mortgages, 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 mortgage aggregating Forty-nine thousand (\$49,000) Dollars; that Lessor has good right to make and enter into this lease with lesses, 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