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Article VII

Trade Name

Any trade name at any time used or placed on the demised premises by the Lessee in connection with the demised premises or the business of the Lessee conducted herein shall be the exclusive property of the Lessee, and such name will not in any case be deemed to be the name of the building of the Lessor and Lessor shall have no right to use such name.

Article VIII

Mortgages.

Lessor agrees that in connection with existing mortgages on the Jervey-Jordan Building and the so-called library building, and the land upon which they are situated, the Lessor will cause the mortgage or mortgages to execute and deliver to Lessee a written agreement in recordable form, under which the mortgagee shall recognize and assent to the existence of this lease and the things therein mentioned which are to be done by Lessee, and agree on behalf of themselves and their successors and assigns and any purchaser at any mortgage sale and any receiver placed in charge of the property under any such mortgage or mortgages that, so long as the Lessee fulfils its obligations in this lease, the Lessee and its successors and assigns shall not be disturbed in the possession of the leased property and the uninterrupted use and enjoyment thereof hereunder. It is expressly understood that the Lessor may renew existing mortgages and/or may obtain new loans in such amounts as he may desire and may secure the same by new mortgages covering said demised premises, such renewed or new mortgages to expressly recite that they are made subject to the terms of this lease.

Article IX.

The Lessor covenants and agrees with the Lessee that he will not allow or permit any portion of the building of which the demised premises form a part, which may not be occupied by the Lessee, to be used as a restaurant or cafe, shoe repair shop, pool room, beer parlor or whiskey saloon; and that he will not lease any of said premises for such purposes, said proviso, however, is not intended to exclude the sale of light lunches by a tenant engaged in other lines of business, such lunches not to be cooked on the premises.

Article X.

Equipment and Lien for Rent.

The Tenant agrees to promptly furnish and equip said theatre completely and to promptly pay for such furnishings and equipment and at all times to keep the same free and clear of liens. As security for the payment of rent hereunder, Lessee agrees that the Lessor shall have a landlord's lien upon such equipment installed by Lessee as shall consist of chairs, projection machines and other booth equipment (exclusive of sound reproducing equipment of "television" equipment if held under conditional sale agreement, lease or license), screens, carpets, drapes, box office equipment and office equipment, provided, however, such lien shall not cover any appliances or machines which Lessee has installed under lease or license contracts. The Lessee shall have the right from time to time to substitute any articles of furniture and equipment with like articles of at least equal value, and when so substituted such new articles, except as aforesaid, shall immediately become encumbered with this lien. Upon the termination of this lease or any renewal thereof, and if Lessee shall have complied with all the terms thereof, and said renewal, said lien shall be of no further force and effect, and said personal property may be removed by Lessee; any such removal to be accomplished without injury or damage to said building. all equipment and furnishings installed by Lessee, any any replacements and substitutions therefor shall be and remain personal property, notwithstanding that any of it may be attached to the building.

Article XI.

Liability Insurance.

Lessee agrees to provide and pay for such workmen's compensation insurance as may be required by the State of South Carolina during the time alterations are being carried on to the buildings aforesaid, provided such work is not let to an independent contractor, and if let to an independent contractor the contract with such contractor shall specify that the contractor shall provide and pay for such compensation insurance as may be required by the State of South Carolina. The Lessee will hold the Lessor harmless against any loss or damage resulting from injuries to any person or persons coming on the demised premises for the purpose of patronizing the theatre, or transacting business with the Lessee. Lessee will carry public liability insurance during said time in amounts of at least Fifty Thousand (\$50,000.00) Dollars for injury to or death of one person and at least two hundred fifty thousand (\$250,000.00) Dollars for any one casualty where more than one person is