

or repaired, this lease shall be suspended but, in no event shall this period be included in the ten (10) year term of this lease.

In the event of a partial destruction of the premises by fire, act of God or other hazards to such an extent as to render the premises unsuitable for occupancy, then this lease may be terminated at the option of the Lessor and all advanced rents be refunded proportioned from the date of the partial destruction or in the alternative the Lessor may elect not to terminate the lease but to repair the damaged premises and abate the payment of rental during the period of such repairs on a basis that would be equitable both to the Lessor and the Lessee.

In the event of damage resulting to the premises by fire, act of God or other hazards to such an extent that the theatre may continue operations or to such an extent that minor repairs would restore the premises to tenantable condition, then the lease shall continue in force and effect and any interruption resulting from the making of repairs in such circumstances shall not necessarily abate the rental, but equitable adjustment will thereupon be made between the Lessor and the Lessee.

In the event of the bankruptcy of the Lessee or in the event the Lessee should make or attempt to make an assignment for the benefit of creditors, then this lease may be terminated at the option of the Lessor.

It is expressly agreed that the Lessee shall have the right to employ the use of the present name of the theatre, to-wit: "Branwood Theatre". The Lessee may not change the name of the leased theatre without the written consent of the Lessor. At the termination of this lease, the right to the use of the name "Branwood Theatre" or its successor name, if any, shall revert to the Lessor.

At the termination of this lease all contracts then existing or rights acquired by the Lessee with motion picture distributors and/or producers as well as all additional rights acquired by the Lessee by virtue of his operation of the theatre and leased premises shall revert to the Lessor. The Lessee agrees to assume all now existing motion picture and other contracts outstanding or contracts for which commitments have already been made by the Lessor in connection with the operation of the theatre.

The Lessee agrees to deliver up said premises and equipment at the expiration of this lease in as good condition as they now are, reasonable wear and tear along excepted.

The Lessee is hereby given the right, privilege and option at the termination of this lease to purchase the property herein described as well as the equipment enumerated on the attached "Exhibit A", the terms and conditions of which and manner of arriving at the purchase price shall be as follows:

(a) In no event shall this option extended to the Lessee be binding on the Lessor unless this lease shall run for the full ten (10) year term.

(b) Should the Lessee desire to exercise such option, he shall give unto the Lessor notice in writing at least ninety (90) days prior to the expiration of the ten (10) year term of his desire to so purchase the real estate and equipment.

(c) At the time such notice is given as is provided for in (b) above, the Lessee shall likewise notify the Lessor of the name of a reputable and experienced real estate man in this locality who is familiar with property values and shall arrange for the appointment and notifying of such individual to serve as one of the appraisers of the then value of the property.