

The Lessee is hereby given the full and exclusive right and privilege to use the building and equipment in order to operate the same as a theatre, but this is an exclusive right and the Lessee may not use it for any other purpose. In the event television should be so developed that it becomes practicable for exhibition, the installation of television would still be regarded as theatre operation. It is expressly understood and agreed, however, that the cost of any replacements of equipment or installation of new equipment shall be borne by the Lessee.

The Lessor agrees to be responsible for property tax of the County, State and Town of West Greenville as well as to bear the cost of insurance on such insurance as would reasonably protect the premises and equipment except as is hereinafter expressly excluded. In connection with such insurance the Lessor agrees to have the company writing such insurance insert the name of the Lessee therein as an additional insured as his interest appears.

The Lessee agrees to take out at his own expense and to keep in force and effect at all times during the life of this lease a policy of liability insurance known as owner-landlord-tenant insurance in a reputable company and in an amount not less than Five Thousand (\$5,000.00) Dollars and further to have such company insert the name of the Lessor therein as an additional insured. The purpose of this insurance is to protect not only the Lessee but also to protect the Lessor because of his ownership of the property. In the event the Lessee should fail at any time to pay the premium on said insurance or to keep said insurance in full force and effect then the Lessor may pay said premium or secure such insurance coverage and charge the same to the Lessee, and the Lessee agrees to reimburse the Lessor for any payment of premium made in connection therewith.

The Lessee agrees that he will neither do nor permit to be done anything which would constitute a nuisance or increase the premium or render void or voidable any policy of insurance taken out on the premises or contents.

It is also understood and agreed that the Lessor shall be responsible for the making of all repairs to the premises which fall within the classification of structural repairs. The Lessee agrees to be responsible for the making of all necessary repairs to the premises that are classified as non-structural and also to make all repairs and/or replacements necessary to any of the equipment listed on the inventory hereto attached.

The Lessee further agrees to pay at his own expense any redecorating or painting that he desires to do, but any such redecorating or painting must be done only after the Lessee has secured the written consent of the Lessor.

The Lessee agrees to pay and be responsible for lights, power, heat and water used in, upon, about and incidental to the leased premises.

The Lessee further agrees to pay and be responsible for all licenses of the Town of West Greenville and otherwise in connection with the operation of said theatre during the life of this lease.

In the event that the premises should be destroyed by fire, act of God or other hazards to such an extent that the same is rendered untenable, then the Lessor shall have the right to either cancel the lease refunding all advanced rent proportioned from the date of the destruction or, in the alternative, the Lessor shall have the right to notify the Lessee of his intention to rebuild or repair the destroyed or damaged premises and in that event the Lessee shall not be liable for any rental from the date of the destruction until the building is again rendered suitable for occupancy as a theatre. During the time the building is being so rebuilt