Lessee hereby agrees as follows:

a. To pay the hereinbefore reserved rent, on the dates and in the amounts hereinbefore stated; to pay for water, heat and light consumed or used in or upon the demised

b. To make all inside repairs to said theatre building and all inside repairs to said lobby entrance hereto, including repairs, other than substitutions and replacements, in and to the heating, ventilating, water and sewarage system, with the distinct understanding, however, that nothing herein contained shall obligate Lessee to make any inside repair of a structural character whatsoever, and/or any other repair which Lessor, under the terms of this lease, is obligated to make.

- c. That Lessor shall have the right to enter the demised premises, at all reasonable times, for the purpose of examination or inspection and for the purpose of making repairs, with the understanding that no repair is to be made unless Lessee be first consulted and consent thereto and that if any repair is made that it be made while public performances are not being given on the demised premises.
- d. Not to use the demised premises for any purpose other than the purpose here inbefore set forth, without written consent thereto by Lessor, and on the termination of the demised term, to surrender the demised premises in as good condition as when received, damage thereto by fire, storm: or other unavoidable causes and reasonable wear and tear excepted.
- e. To comply with all rules, orders, ordinances and regulations of the municipality of the City of Greenville, other than such as may require structural change or structural changes, structural improvements or structural alterations in and to the demised premises.
- f. That any notice to be sent to lessee by Lessor, pursuant to any provision of this lease, or pursuant to any provision of law or statute or which lessor desires to sent to Lessee, shall be deemed properly and sufficiently served if the same be enclosed in a sealed post-paid wrapper or envelope and be sent by registered United States mail, addressed to lessee c/o Wilby Kincey Service Corporation, 164 Walton Street, Atlanta, Georgia, and a copy there of to lessee, c/o Paramount Theatres Service Corporation, 1501 Broadway, New York City, N. Y.
- g. The Lessee agrees to furnish to the portion of the building excepted and reserved from the lease, heat during the cold season, beginning November 1st, of each year and ending May 1st of the next year, but only from the heating plant in the demised premises, and Leasee shall not be required to furnish heat during such portion of said period, when said heating plant shall not be operated because of accident, breakdown or the making of repairs the neating plant or any portion of the demised premises, which shall make it impractical to operate the heating plant or because of inability of the Lessee to obtain proper fuel for use in said plant, or because of any temporary cessation of pperation of said plant for any ineason; nor shall the Lessee be in any wise liable for failure to heat such premises so excepted and reserved because of the insufficiency or inadequacy of the said heating plant for that purpose.

It is agreed that some competent heating engineer or expert chosen by the Lessee shall determine the amount of radiation in the said excepted premises, and the pro ratamount of the cost of heating the entire building shall be borne by the Lessor on the basis of the ratio of the radiation in the excepted premises to the radiation in the demised premises, and the Lessor agrees to pay the said proportionate amount so determined, payment to be made every four weeks, and the Lessee shall be entitled to withhold and deduct from the installment of rent next thereafter due, the amount due for the heating charge to the Lessor for the preceding four weeks' period.

Lessor and Lessee agree to and with each other as follows:

a. That Lessor or Lessee may change their hereinbefore set forth respective addresses where notices are to be sent, from time to time, by written notice sent by registered United States mail to the party to be affected thereby.

b. 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.

- c. Lessor shall have a lien so against all of the furnishings and equipment on the demised premises belonging to the lessee, including the 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 Sarolina. This lien does not cover sound reproducing equipment or other equipment held by lessee under license or rental contracts, nor the organ. Provided, nowever, that nothing in this lease contained shall prevent Lessee from removing and disposing of any of its equipment which may become worn out, our of repair or antiquated, upon substitution of other equipment of greater or equal value, and the lien herein given shall apply, as herein-before stated, as against the substituted equipment.
- d. 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 of 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