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(b) Upon all sums, if any, exceeding One hundred three thousand (\$103,000) Dollars and not exceeding one hundred sixteen thousand (\$116,000) Dollars, a sum equal to eighteen (18%) percent of such excess:

(c) Upon all sums, if any, in excess of One hundred sixteen thousand (\$116,000) Dollars, a sum equal to twenty (20%) percent of such excess.

The term "gross receipts", as used herein, shall mean and be construed to mean the total ticket sales for admission to said Carolina Theatre, less any admission taxes required to be paid to the state, city, county or federal government, and in arriving at gross receipts it is also understood and agreed that should the Lessee use the theatre for added attractions of the type of vaudeville or musical units, or other live stage entertainment, the cost of such vaudeville or musical units or other live stage entertainment shall be deducted from the gross receipts for the purpose of calculating the rent hereunder, and provided further that should the Lessee use the theatre for so called road shows, where the attraction is exhibited on a percentage basis, and is not a motion picture road show, only the theatre's share of such receipts shall be considered as the theatre's gross receipts in determining the rental payable hereunder, and provided further, that gross receipts shall also include that net rental received by Lessee from outside parties to whom it may rent said theatre for a day or number of days, but subtenants' receipts shall not be included.

The Lessee shall furnish the Lessor with a statement of the gross receipts of said theatre at the end of each quarter or thirteen (13) week period, within a reasonable time after the termination thereof, and in addition thereto, as soon as possible after each lease year, furnish the Lessor with a statement showing the gross receipts of said theatre for said year, and the Lessor shall be entitled to inspect the records of the Lessee insofar as they are pertinent to the gross receipts of said Carolina Theatre and deductions therefrom herein authorized. Such inspection shall be made only at reasonable time and after reasonable notice from Lessor as to the date whereon it desires to inspect the records of Lessee, pertinent to the gross receipts of said theatre, so that the Lessee may have opportunity to secure and have ready such records.

It is agreed that if fifteen (15%) percent of the gross receipts of said Carolina Theatre for each six (6) months' period shall equal or be less than Six thousand seven hundred fifty (\$6750) Dollars for such period of six (6) months, then the payment by lessee of the sum of One thousand one hundred twenty-five (\$1125) Dollars per month above mentioned, as being on account of rental, shall be and be accepted by Lessor as rental in full for the period covered by said payments on the fifteen (15%) percent basis.

It is further agreed that should there be paid to lessor any sums on the fifteen (15%) percent basis at any semi-annual settlement, as provided for above, an a sum in excess of Ninety thousand (\$90,000) Dollars per year of gross receipts, such amount shall be credited on any payment due at the end of the year under the higher percentage payments on excesses above Ninety thousand (\$90,000) Dollars, per annum of gross receipts.

This instrument shall not create or ever be construed to create a co-partnership, or joint venture between the Lessor and the Lessee.

The Lessor hereby agrees as follows:

(a) That Lessee may use the exterior walls of said lobby and theatre building, or any of them, or any part of all or part of any of them, for advertising or other purposes, unless and until Lessor builds on any other land in front of the said theatre building and/or on the side or sides of said lobby entrance thereto, and if, as a result thereof some or all of the said exterior walls be not available for such purposes, then and in such event, lessee's right to so use said exterior walls shall continue only with respect to so much thereof as may be available.

(b) The Lessor will make all repairs to the roof and walls of both the said theatre building and said lobby entrance thereto, and also make all other inside or outside repairs of a structural character, and also make any and all changes, improvements and alterations of a structural character required by any governmental authority; that should lessor fail or omit to make any one or more of same, lessee may make the same and deduct the cost and expense thereof from any subsequent installment or subsequent installments of rent due and payable under this lease and until Lessee has been repaid, the amount thereof shall constitute and be a lien on the demised premises.

(c) That Lessor will pay all taxes and/or assessments levied or assessed against the demised premises and the buildings and improvements thereon erected, and also insure the said theatre building and the said lobby entrance thereto against loss arising out of destruction thereof or damage thereto by fire, etc.

(d) That in the event of damage to or destruction of the said theatre building and/or the said lobby entrance thereto by fire or by any other casualty, Lessor will immediately repair and restore at Lessor's sole cost and expense, and if, as a result of such damage or destruction, Lessee be unable to use the demised premises for the purpose of giving public performances therein and thereon, rent shall abate from and after the date of such damage or destruction and during the time of repair and restoration and until the demised premises have been completely repaired and restored and possession thereof delivered to lessee; that should the destruction to the said theatre building and/or the lobby entrance thereto amount to what is commonly known and designated as "total destruction", this lease, at the option of the Lessor, shall immediately terminate and come to an end, prepaid rental in such an event to be apportioned and adjusted and the unearned part thereof returned to lessee. And should Lessor fail or omit to exercise the said option, Lessor, will, at lessor's sole cost and expense, build and restore the said theatre building and said lobby entrance thereto, with all