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of all bills for labor and material. It shall be at the election of the Lessee as to whether method (a) or (b) is adopted.

Article IV.

Use of Premises.

The Lessee may use the demised premises for vaudeville, motion pictures, so called "legitimate", dramatic, operatic and other theatrical performances and exhibitions, and for such activities in connection therewith as are customary and usual, but in such use the Lessee shall not violate any valid law or ordinance regulating such performances and exhibitions, and Lessee shall use said premises for no other purpose without first obtaining the written consent of the Lessor. Lessee further agrees that when operated the theatre will cater to white patrons only, except that it may have and use a negro balcony therein with an entrance to said balcony from Brown Street.

Article V.

Water, Electric Light, Etc.

The Lessee shall bear at its cost and expense any and all licenses for the operation of a theatre in the leased premises, as well as all charges for fuel, heat, water, gas, electric light and power used in or in connection therewith. Lessee agrees to provide at its expense sufficient electricity to illuminate the arcade and lobby space in the Jervey-Jordan Building, which space is to be used in common with other tenants, and will also provide janitor service therefor, but such lights and janitor service shall be furnished by Lessee only at such times as the theatre is being operated by the Lessee. The Lessor agrees to furnish at its expense, heat for said arcade and lobby space, during the cold season, but to no extent greater and at no times other than required by other tenants in the Jervey-Jordan Building, and Lessor will keep this space unobstructed and in good repair, and will permit no interference with the box office of Lessee therein by himself or other tenants. A line-up of patrons seeking tickets at said box office or waiting in the arcade or lobby space to be admitted to the theatre shall be permissible.

Article VI.

Repairs.

1. The Lessor shall not be called upon to make any repairs except as hereinafter provided for.
2. The Lessor agrees to keep in good condition and repair the roofs, down spouts, exterior walls and structural portions of both the theatre building and the arcade, not including fire escapes however, as well as all approaches to the same and to keep the inside and outside of said arcade in good repair and order, including, but not limited thereto, the floors of said arcade and lobby space. The Lessee agrees to give Lessor written notice of any needed repairs, provided, however, if repairs are occasioned by weakness developed by reason of Lessee's imperfect execution of plans and specifications, then such repairs shall be made by Lessee.
3. The Lessee agrees to keep in good condition and repair the interior of the theatre on the site of the so-called Library building and that portion of said demised premises located in the Jervey-Jordan Building, except as herein provided with reference to said arcade space, as well as wiring, plumbing, water pipes, furnace, and all other fixtures and equipment in connection therewith, damage or destruction by fire, wind storm or other casualty excepted.
4. If at any time during the term of this lease structural changes or changes involving structural parts of the demised arcade and lobby space or the building of which the same form a part, namely, the Jervey-Jordan Building, or the floors, walls, beams, columns, fire escapes, or other fixed parts thereof, shall be required by reason of any laws or ordinances now or hereafter in force, or by any order of any legally authorized governmental body, department, authority or officer, or by any insurance company which insures Lessee under public liability insurance, then in such event such changes shall be made by the Lessor at the Lessor's cost and expense, with as little inconvenience as may be for the use of the demised premises by the Lessee and with a proportionate abatement of rent for the space of time, if any, that the Lessee shall be deprived of the full, beneficial use of the demised premises by the Lessor. If, however, the Lessee is unable, by reason of the foregoing to give performances in the theatre, the full rent shall abate until such changes are made and performances can be resumed. Provided, however, if any changes shall be required solely by reason of any alterations made by the Lessee, such changes shall be made by the Lessee at its sole cost and expense and without any abatement of rent therefor. It is understood that this paragraph applies only to the Jervey-Jordan Building.