

3. For a period of one (1) year from the commencement of the term hereof, Owner guarantees all workmanship and materials used in the construction of the Leased Premises, and if within said period any defect appears in said workmanship or materials, Owner forthwith shall make all necessary repairs and replacements.

4. Owner shall construct in the Shopping Center a parking area as shown on the site plan annexed hereto.

ARTICLE VI  
USE OF  
LEASED  
PREMISES

1. Tenant covenants and agrees to use and occupy the Leased Premises during the term of this Lease as and for a theatre in a proper and lawful manner for the presentation of motion pictures, receipt and broadcasting of television, vaudeville, so-called legitimate dramatic, operatic and other theatrical performances, exhibits, meetings, lectures, fashion shows and concerts, and for such other activities as are usual and customary from time to time for theatres. In addition, Tenant shall be entitled to use the Leased Premises for any other lawful purpose not in conflict with the leases of any other tenants of the Shopping Center in effect at the date of execution of this lease. Tenant shall also have the right to use the building either itself or by sub-lease or concession arrangement, for the sale of goods, wares, merchandise and edibles and tobacco products, which are customarily incidental to the operation of a motion picture theatre and/or the particular presentation therein, all of which shall be available to and offered to the patrons of the theatre.

2. So long as this Lease remains in effect, Owner covenants and agrees not to authorize or permit any other theatre in the Shopping Center.

3. Owner covenants that during the term of this Lease it will not permit the use within the Shopping Center for any purpose which will be detrimental to or interfere with the enjoyment by patrons of the Leased Premises of presentations being given therein, by reason of the entry into or penetration into the Leased Premises from such nearby premises, of odors, vermin, noise, vibration and fumes. Owner will take such steps as are necessary to remedy any of the foregoing conditions as they occur after written notice from Tenant.

4. Upon the commencement of the term of this Lease, Tenant shall proceed with due dispatch and diligence to open for business and shall thereafter actively operate its business in a reputable manner.

5. Tenant covenants and agrees not to use or occupy or suffer or permit the Leased Premises or any part thereof to be used or occupied for any purpose contrary to law or the rules or regulations of any public authority or in any manner which shall increase the cost of hazard insurance to the owner over and above the normal cost of such insurance for the type and location of the building of which the Leased Premises are a part. Tenant shall, on demand, reimburse Owner for all extra premiums caused by Tenant's use of the Leased Premises, whether or not Owner has consented to such use.

ARTICLE VII  
ALTERATIONS

Tenant shall at all times during the term hereof, or any extensions, have the right to make any and all alterations, additions, and improvements to the interior or exterior of the Premises, except that any structural alterations to be made by Tenant shall not be done without Owner's prior written consent, which consent shall not be unreasonably withheld. Any such alterations, additions and improvements which may be made or installed by Tenant shall remain upon the Premises and at the termination of this Lease shall be surrendered with the Premises as a part thereof. However, the Owner hereby agrees that all personal property, fixtures and equipment placed on the Pre-

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