

## COMPARED

ject to the terms and conditions of this lease, as hereinafter set forth.

In consideration of which, the said lessee hereby promises and agrees to pay unto the said lessors, as rent for said premises, the sum of Ten Thousand Two Hundred (\$10,200.00) dollars per year, said rent to be payable in equal monthly installments of Eight Hundred and Fifty (\$850.00) Dollars each, payable monthly in advance, beginning on the day when the said building is completed, according to plans and specifications, and ready for occupancy, as above set forth, for the first year of this said lease, and Twelve Thousand (\$12,000.00) Dollars, per year for the remaining four (4) years of said lease, payable in monthly installments of One Thousand (\$1,000.00) Dollars, payable monthly in advance.

The premises above described shall be used and occupied by the Lessee as and for a theatre, and for the exhibition of moving pictures and for no other purpose, without the consent of the lessors in writing, and said premises shall not be sublet nor may the lease be transferred without the consent of the Lessors in writing.

The Lessors covenant with the Lessee that they are possessed of a good fee simple title in and to said property, and that they have full right and authority to make, execute and deliver this lease, and covenant with the lessee that during the term of said lease it shall enjoy said premises without let or hindrance from them or any others or claim under them, subject, however, to the provisions of this lease.

The lessors further covenant with the lessee that at any time at or before six (6) months from the expiration of the five years, as herein set forth, upon notice in writing from the said lessee that it elects to do so, they will lease to the said lessee, for an additional five (5) years period, the same premises at the rental of Thirteen Thousand Two Hundred (\$13,200.00) Dollars per annum, payable in equal monthly installments, in advance, of Eleven Hundred (\$1100.00) Dollars.

Any changes, alterations or repairs necessary to said premises, after the property shall be finished according to plans and specifications and ready for occupancy, which shall be necessary in order to fit the same for the business of the lessee, shall be made and done by the lessee at its own expense, and with the consent of the lessors, and upon the termination of this lease, all changes, alterations, repairs or improvements to or upon said building and premises, shall become the property of the lessors, without liability on their part to pay for the same, except, however, that any trade fixtures, mirrors, chandelier, or other appliances placed in said building by the said lessee which do not actually become a part of the building, may be removed by the lessee during the term hereby created, subject, however, to any lien of the lessors by any of the provisions of this lease, or otherwise.

The lessee covenants that no unlawful, immoral or indecent practices shall be permitted upon the premises, nor any nuisance maintained with the lessee's knowledge, nor waste nor damage be suffered or permitted by the lessee, and that said building and premises shall at all times be kept and maintained by the lessee in a clean and sanitary condition, and the lessee hereby promises and agrees that it will not, during the term hereby created, sell or suffer or permit to be sold on the said premises, any intoxicating liquors.

The lessee hereby promises and agrees to indemnify and save the lessors harmless from any and all claims, demands and suits for damages to persons or property suffered on account of the fault or omission of the lessee, or arising from the violation of it of any law, ordinance or statute,

The Lessee promises and agrees, upon the termination of this lease, by forfeiture, expiration of the term hereby created, or otherwise, to surrender unto the lessors the peaceable and quiet possession of said premises in as good condition as the same are in, when possession is delivered to them, and the rent herein begins to accrue, ordinary wear and tear and unavoidable accident excepted.