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involved. Lessee also agrees to carry public liability insurance in the above amounts during the remainder of the term of this lease and any renewal thereof. Such insurance to be carried by Lessee shall be for the benefit of Lessee, and Lessor, and Lessee shall furnish Lessor with certificates evidencing such insurance. Liability insurance may be included in a so-called "blanket policy."

#### Article XII.

##### Taxes and Assessments.

Lessor agrees to pay during the term of this lease all taxes and assessments of every kind and description that may be lawfully levied or assessed against the land and the improvements thereon hereby leased. The Lessee agrees to pay all taxes and assessments lawfully levied or assessed against the equipment, furniture and fixtures and other personal property purchased by it or owned by it and brought upon the leased premises.

#### Article XIII.

##### Insurance.

The Lessor agrees to carry fire and tornado insurance in the sum of Twenty thousand (\$20,000.00) Dollars on the building now occupied by the Greenville Public Library, and which will be remodeled into a theatre, and the Lessee agrees to carry whatever additional fire and tornado insurance over and above Twenty thousand (\$20,000.00) Dollars as may be necessary to have said building, after the alterations referred to above have been made, covered by fire and tornado insurance to the full, insurable value thereof. The Lessor agrees to carry fire and tornado insurance on the Jervey-Jordan Building to the full extent of its insurable value. Lessee agrees that if its occupancy of the leased premises increases the fire insurance rate on the theatre building and/or the Jervey-Jordan Building, over and above the rate now in force, the Lessee will pay the premiums on all such increase of insurance by reason of such increased rate. All policies of insurance shall be in the name of the Lessor, and shall have a loss payable clause attached, making loss, if any, payable to the Lessor and Lessee, as their respective interests may appear. Lessee shall also carry fire and tornado insurance on its property, furniture, furnishings, fixtures, appliances, and equipment in and upon said demised premises in the full insurable value thereof. Each party shall furnish the other with certificates evidencing such insurance.

#### Article XIV.

##### Fire Clause.

Should the demised premises or any part thereof be damaged or destroyed by fire, tornado or other casualty, at any time or times during the demised term, the Lessor will, with all due diligence and at Lessor's expense and cost, repair, restore and rebuild the demised premises and the building or buildings of which the same form a part, and (except personal property owned by the Lessee) repair the contents or restore the same or install or furnish the new ones, so that after such repairing, restoration or rebuilding has been completed, they shall be substantially the same as prior to said damage, injury or destruction, and if such damage or destruction results in the suspension of the operation of the theatre in said premises, the rents herein reserved shall be abated from and after the date of such damage or destruction until the buildings and/or either of them have been restored, repaired or rebuilt, so that the Lessee shall be able to use and operate the same and have the full, beneficial use and enjoyment thereof, and any rental paid to the Lessor in advance shall be refunded to Lessee. For such purposes the Lessor shall be entitled to use the proceeds of all insurance policies covering the damaged or destroyed part. In the event of any such damage or destruction of said theatre building, the proceeds of all insurance thereon, whether written at the instance of Lessor or Lessee, shall be deposited in a bank in the City of Greenville, S. C., acceptable to both parties, under a trust agreement, and subject to the joint control of both parties, and shall be used for the repair of such damage or the restoration of such building according to plans and specifications of a recognized theatre architect to be agreed upon by the parties and to be paid out for labor and material on his certificates, to the end that said repaired building or such new building shall be substantially the same as the building damaged or destroyed. Should said insurance fund so collected and deposited not be sufficient to complete said repairs or rebuilding of said theatre building, the Lessor shall not be called upon to furnish any additional funds, but such additional funds shall be promptly deposited by the Lessee with said trustee bank and used for such completion. Should the property of the Lessee on said demised premises be damaged or destroyed the proceeds of said insurance policies covering the same shall likewise be deposited and used under the direction of the Lessee in the refurbishing and equipping of said demised premises and said Lessee agrees to supply any additional funds which may be needed, to the end that said demised premises be furnished substantially the same as at the time just prior to damage or destruction, as contemplated by this lease. In the event any unexpended insurance funds remain