

State of South Carolina,
County of Greenville.

This Agreement of Lease made this 25th, day of May, 1925, by and between Greenville Hotel Company, a corporation organized and existing under the laws of the State of South Carolina, hereinafter referred to as "Lessor", and Greenville Enterprise, Inc., a like organized and existing corporation, hereinafter referred to as "Lessee".

Witnesseth: That Lessor hereby demises and leases to Lessee, and Lessee hereby takes and rents from Lessor, all those two certain plots, pieces or parcels of land, together with the theater building and exits therefrom, lobby entrance thereto, and permanent fixtures and appurtenances thereunto belonging, which have been erected thereon and installed therein by Lessor at Lessor's sole cost and expense, except as herein stated, situate, lying and being in the City and County of Greenville, State of South Carolina, more particularly described as follows:

Parcel I. Beginning at a point in the westerly side of Brown Street at the division line between the land hereby described and the land adjoining same on the northerly side thereof, now or formerly owned by one J.H. Surrine; running thence westerly along said division line, -175 feet, 10 inches; thence southerly in a straight line, 75 feet to a point 165 feet, 10 inches westerly from the said westerly side of Brown Street; thence easterly in a straight line, 165 feet to the said westerly side of Brown Street at a point in said street 75 feet, 7 inches southerly from the point or place of beginning, and thence northerly along the said westerly side of Brown Street, 75 feet, 7 inches to the point of beginning.

Parcel II. Beginning at a point in the easterly side of North Main Street, distant 22 feet, 8 in. southerly from the southerly line of land now or formerly owned by one J.H. Surrine; running thence easterly in a straight line at all points therein 22 feet, 8 inches southerly from the said line of said land of said Surrine, 97 feet, 2-3/4 inches to the westerly line of land hereinbefore described as "Parcel I;" thence southerly along said westerly line of land hereinbefore described as "Parcel I," 20 feet, 8 inches; thence westerly in a straight line at all points therein, 20 feet, 8 inches ^{from the northerly} line of this parcel, 96 feet, 1 inch to the easterly side of North Main Street at a point in said Street 20 feet, 8 inches southerly from the point or place of beginning, and thence northerly along the said easterly side of North Main Street, 20 feet, 8 inches to the point or place of beginning.

Together with the rights, incidents, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the same for a term of fifteen (15) years, to commence on May 25, 1925, to be used and occupied as a motion picture, vaudeville, legitimate, stock company, or other theater, or any or all of the same, and/or for any other theatrical and/or amusement purpose, at the following rents:-

For the first five (5) years of the demised term, at an annual rental of Twenty Thousand (\$20,000.00) Dollars;

For the second five (5) years of the demised term, at an annual rental of Twenty-two thousand five hundred dollars (\$22,500.00);

For the last five (5) years of the demised term, at an annual rental of Twenty-five thousand (\$25,000.00) Dollars; payable in equal monthly installments in advance, on the first -

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business day of each calendar month throughout the said demised term, providing always, however, that should the demised term commence on a day other than the first of a calendar month, the rent covering the period between said day and the first day of the following calendar month shall be pro rated and the adjusted amount thereof paid in advance on the commencement of the demised term, and the rent covering the period between the first day of the last calendar month of the demised term and the last day of the demised term shall be pro rated and the adjusted amount thereof paid in advance on the first business day of the last calendar month of the demised term.

Lessor hereby agrees as follows:-

(a) Lessor represents and stipulates that it has erected and completed in good workmanlike manner, at Lessor's sole cost and expense and without contribution thereto by Lessee, (except, however, the sum of Twenty-five hundred (\$2,500.00) Dollars which the Lessee has agreed to contribute on account of excess cost of the ventilation system) in each and every detail, the said theatre building and exits therefrom, and the said lobby entrance thereto and has installed the permanent fixtures and appurtenances thereof, in accordance with the plans and specifications initialled by the parties to this lease and by this reference thereto made a part hereof, and in accordance with the requirements of each and every State, County and City Governmental authority, and their respective Departments and Bureaus, having jurisdiction thereof.

(b) That acceptance of possession by Lessee shall not be a waiver, or construed to be a waiver, of any defect in construction or any failure or omission to erect and complete said theatre building and exits therefrom and/or said lobby entrance thereto, and/or to install the permanent fixtures and appurtenances thereof, in conformity with the plans and specifications hereinbefore referred to, and/or in accordance with the requirements of any existing law, rule, order or regulation, and Lessor will, notwithstanding any acceptance of possession, promptly, at Lessor's sole cost and expense, immediately correct any defect or omission on notification thereof from Lessee, and should Lessor fail or omit so to do, within a reasonable time after notice thereof, Lessee may correct the defect or omission and deduct the cost and expense thereof from any subsequent installment or subsequent installments of rent due and payable under this lease.

(c) That the said theatre building and exits therefrom and the said lobby entrance thereto, and the said permanent fixtures and appurtenances thereof have been erected, completed and installed at a cost to Lessor in excess of One hundred and fifty thousand (\$150,000.00) Dollars, including the commission to Marshall Moore and architect's fees.

(d) That Lessee may use said exterior walls of said lobby and theatre building, or any of them, or any part of all or any 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 as a result thereof some or all of the said exterior walls be not available for said purposes, in which event, Lessee's right to so use said exterior walls shall continue only with respect to so much thereof as may be available.

(e) 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 -

(Over)