

Page 2.

be twelve and one-half (12½) per cent of said gross receipts, as hereinafter defined, for said six (6) months period.

The term "gross receipts" as used herein shall be and be construed to mean the total ticket sales for admission to said Rivoli Theatre, less any admission taxes required to be paid to the State, city, county or federal government. In arriving at gross receipts, it is also understood that should the Lessee use the theatre for added attractions of the type of vaudeville or musical units, or other live stage entertainment, the cost of such vaudeville or musical units or other live stage entertainment shall be deducted from the gross receipts and the balance treated as gross receipts for the purpose of calculating the rent hereunder, and provided, further, that should the Lessee use the theatre for so called road shows where the attraction is exhibited on a percentage basis, and is not a motion picture road show, only the theatre's share of such receipts shall be considered as the theatre's gross receipts in determining the rental payable hereunder, and provided further, that gross receipts shall also include the net rental received by Lessee from outside parties to whom it may rent said theatre for a day, or a number of days.

In addition to said Rivoli Theatre, the Lessee now leases and operates the Carolina Theatre in said City of Greenville South Carolina, and it is hereby agreed that in the event the combined gross receipts, as hereinabove defined, derived by Lessee from the operation of both the Carolina Theatre and the Rivoli Theatre, shall exceed One hundred sixty thousand (\$160,000) Dollars per annum, during the above period from January 1, 1933, to and including December 31, 1937, and shall not exceed One Hundred seventy-five thousand (\$175,000) Dollars, the Lessor herein and the Lessor of the Carolina Theatre shall be paid by the Lessee herein as additional rent in the proportions hereinafter mentioned, a sum equal to fourteen (14%) per cent of said combined gross receipts between the sum of One hundred sixty thousand (\$160,000) Dollars and One Hundred seventy-five thousand (\$175,000) Dollars, and if the combined annual gross receipts from said Carolina and Rivoli Theatres for said period shall exceed One Hundred seventy-five thousand (\$175,000) Dollars and be less than One Hundred ninety thousand (\$190,000) Dollars, then the Lessee herein shall pay the Lessor herein and the Lessor of the Carolina Theatre in the proportions hereinafter mentioned a sum equal to fifteen (15%) percent of the combined gross receipts between One Hundred seventy-five thousand (\$175,000) Dollars and One Hundred ninety thousand (\$190,000) Dollars. If the combined annual gross receipts of said Carolina and Rivoli Theatres shall exceed One Hundred ninety thousand (\$190,000) Dollars, then the Lessee shall pay the Lessor herein and the Lessor of the Carolina Theatre in the proportion hereinafter mentioned, a sum equal to twenty (20%) per cent of the combined annual gross receipts of said theatres over said sum of One Hundred ninety thousand (\$190,000) Dollars. Such payments shall be deemed additional rent hereunder and shall be divided and paid to the Lessor herein and the Lessor of the Carolina Theatre in the following proportions: two-fifths (2/5) thereof to the Lessor herein and three-fifths (3/5) thereof to the Lessor of the Carolina Theatre.

It is understood and agreed, however, that in calculating and paying the additional rental above referred to, which is based upon the combined gross receipts of the Carolina and Rivoli Theatres, above One hundred sixty thousand (\$160,000) Dollars, due credit shall be allowed to and taken by Lessee, in each instance, for all payments theretofore paid or accrued on the basis of twelve and one-half (12½) per cent of gross receipts of each theatre on such amount thereof in excess of One hundred sixty thousand (\$160,000) Dollars.

Should Lessee close either the Rivoli or Carolina Theatres, or if Lessee shall acquire any additional theatres in Greenville South Carolina, the Lessor herein shall nevertheless receive, as additional rental, its share in the proportions above set forth of the percentage rental, if any, based upon the combined gross receipts of all theatres operated by Lessee in Greenville, South Carolina (or if only one theatre is operated, then as to any such theatre) where such gross receipts exceed One Hundred sixty thousand (\$160,000) Dollars per annum. Due credit, however, to be allowed and taken by Lessee against such amounts, if any, found to be due Lessor, for all rent payments theretofore made on the basis of twelve and one-half (12½) per cent of gross receipts of each theatre above One Hundred sixty thousand (\$160,000) Dollars.

Calculations of such excess rental, if any, shall be made as soon after the end of each calendar year as shall be practicable and the payment of such additional rent shall be made by the Lessee as soon as such calculations can be made.

The Lessee shall furnish the Lessor with a statement of the gross receipts for said Rivoli Theatre at the end of each quarter or thirteen (13) week period, within a reasonable

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