

This Amendment of Lease made the 7th day of May, 1936, by and between The South Carolina National Bank of Charleston, Trustee, hereinafter referred to as Lessor, and Greenville Enterprises, Incorporated, a corporation organized and existing under the laws of the State of South Carolina, hereinafter referred to as Lessee.

W I T N E S S E T H :

Whereas, Lessor and Lessee did on the 28th day of August, 1933, enter into a written indenture of lease covering that certain parcel or parcels of land, together with the theatre building thereon, known as the Rivoli Theatre, in Greenville, South Carolina, for a term of five (5) years, commencing January 1, 1933, and ending December 31, 1937, a reference to which is hereby made for a more perfect description of said lease, and

Whereas, the parties hereto are contemporaneously herewith entering into a new lease upon said premises for a term of ten (10) years, commencing January 1, 1938, and desire to amend the first mentioned lease, which is dated August 28, 1933, in the manner hereinafter mentioned,

Now, therefore, for and in consideration of the sum of One (\$1) Dollar by each of the parties paid to the other, the receipt of which is hereby acknowledged, and further in consideration of the execution of the new lease upon the above mentioned premises, the parties hereto do hereby agree as follows:

1. The Lessor covenants and agrees that the provisions of the second full paragraph on page 5 of the said written indenture of lease, dated August 28, 1933, which relates to the inclusion of gross receipts of any additional theatres acquired in Greenville, South Carolina, by the Lessee, shall not apply after the date hereof, that is to say, that in the event the Lessee shall acquire a theatre or theatres in the City of Greenville, South Carolina, in addition to the Rivoli and Carolina theatres, the Lessor herein shall not be entitled to any interest in or rent upon the gross receipts of said additional theatre or theatres, and from the date hereof any reference to additional theatres in said lease shall be deemed stricken from said lease, and no part of the gross receipts of any such additional theatre shall be included with gross receipts of either the Carolina or Rivoli Theatres in calculating rent due Lessor herein and in said lease mentioned.

2. Lessee agrees that in the event Lessee acquires a theatre in the City of Greenville, South Carolina, in addition to the Rivoli and Carolina, and should Lessee deem it advisable at any time or times to close and cease operating any of its theatres in said City of Greenville, Lessee would close such later acquired theatre in preference to closing the Rivoli. Nothing herein shall be, or be construed to be, an agreement in any way affecting the Carolina theatre in said City of Greenville or any restriction upon the operation thereof by Lessee, which theatre is excepted from any agreement herein contained. Nothing herein shall prevent or restrict Lessee from closing said Rivoli theatre for repairs or for any reason beyond the control of Lessee.

3. Except as herein modified, and as so modified, the said written indenture of lease, dated August 28, 1933, between Lessor and Lessee, shall remain in full force and effect. The amendment of April 29, 1935, is null and void.

In witness whereof, the said The South Carolina National Bank of Charleston, Trustee, and said Greenville Enterprises, Incorporated have caused their respective corporate seals to be hereunto affixed and these presents to be signed by their duly authorized officers as of the 2nd day of May, 1936, the South Carolina National Bank of Charleston, in execution of this amendment of lease is acting in pursuance of the powers vested in it under a deed from W. H. Keith to said bank, recorded October 18, 1926, in the R. M. C. office for Greenville County, in Book 217, at page 207, to which reference is prayed.

Signed, sealed and delivered by The South Carolina National Bank of Charleston, Trustee, in the presence of:
Mabel G. Lynn,
C. G. Todd.

The South Carolina National Bank of Charleston, Trustee.
BY: Ernest Patton, Vic pres.
Attest: A. P. Youmans,
Asst. Trust Officer.

