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(7) That said lobby entrance be not endangered by said additional construction or by the work done in connection therewith and that Lessor obtain whatever permits are required, from the Governmental authorities having jurisdiction thereof, so as to enable the said additional construction to be put up.

c. The Lessor does hereby warrant and defend the Lessee in the peaceful possession of the leased premises upon the terms and conditions herein expressed for the full term of the lease; and the Lessor does further agree that in case there should be any default on the part of the Lessor in making any payment of principal or interest, or any part thereof in any mortgage now or hereafter placed upon the demised premises, the Lessee may apply the rents hereinbefore stipulated, or so much as may be necessary, to the payment of the amount so in default, and shall to the extent of such payment, with interest, be subrogated to the rights of the mortgagee.

d. Lessor shall have a lien as against all of the furnishings and equipment on the demised premises belonging to the Lessee, including all seats and the organ, for the rent due and to become due and payable under this lease and all other sums which may be payable under this agreement, and Lessee shall not remove any of said furniture and equipment, without the written consent of Lessor, during the life of this lease and until all rents and other payments provided to be paid hereunder, accrued and to accrue, have been fully paid, and this lien may be enforced for rents and/or in the same manner as chattel mortgages are enforced under the laws of the State of South Carolina. This lien does not cover sound reproducing equipment or other equipment held by lessee under license or rental contracts. Provided, however, that nothing in this lease contained shall prevent Lessee from removing and disposing of any of its equipment which may become worn out, out of repair or antiquated, upon substitution of other equipment of greater or equal value, and the lien herein given shall apply, as hereinbefore stated, as against the substituted equipment.

e. As to any and all provisions of this lease imposing an obligation Lessor to do any matter or thing should the provision contain an agreement that in the event of failure or omission on the part of lessor, Lessee shall have the right to do the matter or thing in question and deduct the cost and expense thereof from any subsequent installment or subsequent installments of rent due and payable under this lease, whether Lessee have a lien on the demised premises therefor or not, lessee, in lieu of reimbursement out of rentals, shall have the right, at any time, to require Lessor to reimburse Lessee for the amount involved, or for the amount remaining unpaid, as reduced by prior application of rentals, immediately upon demand therefor, and immediately upon demand, Lessor shall reimburse Lessee.

f. Should Lessee default in the payment of the rent reserved in and by this lease, or any part thereof, and should such default continue for a period of sixty (60) days after notice thereof from Lessor, Lessor shall have the right, at Lessor's option, to terminate this lease, providing always, however, that such written notice contain a statement that if the unpaid rent is not paid within sixty (60) days from the date thereof, Lessor will terminate the lease. Nothing herein contained, however, shall obligate Lessor to exercise the said option. In case of the adjudication of the Lessee in bankruptcy or insolvency the Lessor may, at its option, declare the lease terminated and the entire sum agreed to be paid hereunder at once due and payable and may proceed as it may be advised, to liquidate the damages arising by reason of the termination of said Lease, and may prove the same in bankruptcy or insolvency proceedings.

This lease and each and every covenant, condition and agreement therein contained, shall be binding on and enure to the benefit of the parties hereto and their respective successors and assigns.

In Witness whereof the said Greenville Hotel Company and the said Greenville Enterprises, Inc. have caused their respective corporate seals to be hereunto affixed, and these presents to be signed by their respective presidents, and attested by their respected secretaries this 8th day of June, 1936.

Signed, sealed and delivered in the presence of

Mae B. Patrick  
Arthur C. McCall,  
as to lessor.

Signed, sealed and delivered in the presence of:

Thomas W. Varnon  
Lillian E. Molly  
as to lessee.



Greenville Hotel Company,  
BY: Alester G. Furman,  
President.  
Attest: Alester G. Furman, Jr.  
Secretary



Greenville Enterprises, Incorporated  
BY: Y. F. Freeman,  
President  
Attest: Van Allen Hollowon,  
Secretary.