

This Amendment of Lease, made the 2nd day of May, 1936, 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 Enterprises, Incorporated, a corporation organized and existing under the laws of the State of South Carolina, hereinafter referred to as Lessee,

witnesseth:

Whereas, Lessor and Lessee did on the 28th day of August, 1933, enter into a written indenture of lease covering those certain plots, pieces and parcels of land, together with the theatre building thereon, and also entrance thereto, known as the Carolina Theatre in the City of Greenville, South Carolina, for the 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 mutual covenants hereinafter contained and in consideration of the execution of the new lease upon the above mentioned premises, the parties hereto do hereby agree as follows:

1. 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 Kivali 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 receipts of any of such additional theatres shall be included with gross receipts of either the Carolina or Kivali in calculating rent due the Lessor herein and in said lease mentioned. Lessee agrees, however, that so long as it operates any other theatre in the City of Greenville, South Carolina Lessee will not close or cease to operate the said Carolina Theatre, except for the purpose of making repairs or except for causes beyond Lessee's control. Subject to the foregoing, Lessee will, during the remainder of the term of the aforesaid lease, dated August 28, 1933, operate said Carolina Theatre as its first class theatre,