

*Consolidated
Dwight S. Jenkins
1972*

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GREENVILLE CO. S. C.

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ELIZABETH RIDDLE
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THIS INDENTURE OF LEASE, made on the 22nd day of February 1972, by FLOOGLE, INC., a South Carolina corporation, having its principal place of business at Mauldin, South Carolina, herein called "Owner", and FRED-MARK CINEMA IV, INC., a South Carolina corporation, having its principal place of business at Greenville, S.C., herein called "Tenant".

W I T N E S S E T H:

ARTICLE I
LEASED
PREMISES
In consideration of the mutual covenants, premises, and agreements herein contained, Owner does hereby lease, demise, and let unto Tenant and Tenant does hereby hire and take from Owner those certain premises now or hereafter to be erected in the Mauldin Shopping Center (hereinafter called the "Shopping Center") as the same is more particularly described on the site plan annexed hereto on which the boundaries and location of the Leased Premises are outlined in red, together with all structures to be erected thereon by Owner and all appurtenances thereto. The Leased Premises shall consist of approximately 4,620 square feet located at the following address: On the South side of West Butler Avenue, Town of Mauldin, as shown on the site lay-out dated February 22, 1971, and amended January 14, 1972, said amendment of which is attached hereto.

ARTICLE II
TERM
T The term of this Lease shall be 20 years and shall commence on the first day of the calendar month following the earlier of (a) sixty (60) days after the date on which construction of the Leased Premises has been fully completed by Owner and Owner has obtained a Certificate of Occupancy, or (b) the date Tenant opens for business.

ARTICLE III
OPTION TO
EXTEND
Provided Tenant is not in default hereunder, Tenant shall have the right to extend the term hereof, upon the same terms and conditions herein, for three (3) succeeding periods of five (5) years each, by giving Owner written notice of its intention to extend the lease sixty (60) days prior to the expiration of the initial term, or if the term has been extended, sixty (60) days prior to the expiration of the extended term.

ARTICLE IV
RENT
Tenant agrees to pay Owner as rent for the Leased Premises the annual sum of Fifteen Thousand and no/100 (\$15,000.00) Dollars payable in equal monthly installments of One Thousand Two Hundred Fifty and no/100 (\$1,250.00) Dollars in advance on the first day of every calendar month during the term hereof. In addition to the above rent, the Tenant agrees to pay Four (4%) per cent on all sales over \$125,000.00 which amount is to be computed and paid annually. For purposes of this provision, the Landlord or its agent is authorized to inspect the books of the Tenant.

ARTICLE V
CONSTRUCTION
OF LEASED
PREMISES
1. Owner covenants and agrees to construct on the land above described a new building in compliance with working drawings provided by Tenant, annexed hereto as Exhibit B and made a part hereof by this reference. No changes shall be made in such working drawings except upon the written approval of both Owner and Tenant. Any changes, modifications, seals, permits, fees or charges of any other kind whatsoever necessitated by local building conditions or required by any governmental authorities shall be the exclusive responsibility of the Owner. All of the foregoing shall be at the Owner's sole cost and expense.

2. If Owner fails to complete construction and deliver possession of the Leased Premises to Tenant on or before the 1st day of August, 1972, Tenant shall have the right to terminate this Lease within thirty (30) days thereafter by giving written notice thereof to Owner, and in such event, Owner shall reimburse Tenant for Tenant's costs and expenses in connection with this Lease; otherwise, this Lease shall remain in full force and effect.

(CONTINUED ON NEXT PAGE)

*For Consideration of lease see Case No. 200 BH. 1083 Pt 2 -
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