

(3) That building material be not placed or kept so as to interfere with access to the said lobby entrance or obstruct the sidewalk or street in front of said lobby entrance; or in front of the property adjoining said lobby entrance on either side thereof.

(4) That Lessor indemnify and save harmless, and Lessor hereby agrees, in such an event, to indemnify and save harmless Lessee from and against any and all claims for loss or damage to property or injury to and/or death of any person or persons, and/or damage to the denised premises growing out of, or connected with any such additional construction.

(5) That Lessor obtain, at Lessor's sole cost and expense, and deliver to Lessee, a public liability insurance policy from a company and in a form satisfactory to Lessee, in limits of \$50,000.00 and \$500,000.00, insuring Lessee against all damages and against all claims for damage to property and/or injury to or death of any one or more human beings, growing out of, or connected with any such additional construction.

(6) That no such additional construction shall interfere with or prevent Lessee from putting on, keeping and maintaining the electric illuminated, non-illuminated or other sign or signs, on the top, sides or as a part of the marquee, hereinbefore referred to in Article "(n)", page "9" hereof.

(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) That any and all mortgages, deeds of trust securing a loan or loans, or other instruments in the nature of a mortgage, hereinafter placed upon the denised premises by Lessor, shall be by their terms expressly subject and subordinate to this lease, and shall expressly provide that Lessee's equipment is not covered thereby.

(d) That should there be any mechanics' or other liens filed against the denised premises, or any part thereof, arising out of the erection and construction of the said theatre building and exits therefrom, the said lobby entrance thereto or the installation of the said permanent fixtures and appurtenances thereof, or arising out of any additional construction, under Lessor's and Lessee's covenant, Article "(b)", page "12" hereof, over the said lobby entrance, and Lessor fail or omit to have the same bonded or discharged of record within five (5) days after the filing thereof, Lessee may take such steps as are necessary to satisfy and discharge any and all such liens and deduct the cost and expense thereof, including attorneys' fees, from any subsequent installment or subsequent installments of rent due and payable under this lease, and until Lessee has been thus paid in full, the amount thereof shall constitute and be a lien against the denised premises.

(e) Lessor shall have a lien as against the equipment in and on the denised premises belonging to Lessee for the rent due and payable under this lease, with the distinct understanding, however, that as to the organ and fixed and unfixed seats, or any substitutions therefor, such lien shall extend only to the equity of Lessee in and to said organ and in and to said fixed and unfixed seats, it being the intention of Lessee to purchase and pay for said organ and said seats and for any substitutions therefor, by the customary installment method; that said lien may be enforced in the same manner as chattel mortgages and liens are enforceable under the laws of the State of South Carolina, provided always, however, that nothing in -

(Next page)

this lease contained shall prevent Lessee from removing and disposing of any such equipment which may become worn out, out of repair or antiquated upon substitution of other equipment and the lien herein given shall apply, as hereinbefore stated, as against the substituted equipment.

(f) As to any and all provisions of this lease imposing an obligation on 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 denised 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.

(g) 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.

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, this 25th, day of May, 1925.

Witness:

Jessie C. Buntin

Greenville Hotel Company

R.W. Hudgens
As to Lessor

By Alester G. Fuman
President

Witness:

Attest:
W.P. Conyers,
Secretary.

H.L. Robinson

Greenville Enterprises, Inc.

Ann Jordan
As to Lessee.

By F.L. Metzler
Vice-President.

Attest:
Marion Cole
Secretary.

State of South Carolina,)
) SS:
County of Greenville.)

Personally appeared before me Jessie C. Buntin and made oath that she saw the corporate seal of the Greenville Hotel Company affixed to the above written lease, and that she also saw Alester G. Fuman, President, with W.P. Conyers, Secretary of said Greenville Hotel Company, attest the same, and that she, deponent with R.W. Hudgens witnessed the execution and delivery thereof as the act and deed of said Greenville Hotel Company.

Sworn to before me this 7th,

day of July, A.D. 1925.

Jessie C. Buntin

R.W. Hudgens
Notary Public for South Carolina.



(Over)