

This Agreement of Lease made this the 28th day of August, 1933, by and between The South Carolina National Bank of Charleston, Trustee, hereinafter referred to as the Lessor, and Greenville Enterprises, Inc., a corporation organized and existing under the laws of the State of South Carolina, hereinafter referred to as the Lessee,

W I T N E S S E T H:

Whereas, W. H. Keith and Lessee did, in the 17th day of July, 1925, enter into a written indenture of lease covering the property hereinafter mentioned, for a term of fifteen (15) years commencing July 17, 1925, which lease is now held by Lessor herein, and the parties hereto desire to cancel said lease as of the 31st day of December, 1932, and to enter into a new lease for said property for a term of five (5) years, commencing January 1, 1933, upon the terms herein after mentioned.

Now, Therefore, for and in consideration of the execution of this lease on the part of the parties hereto, and for the consideration hereinafter mentioned, Lessor and Lessee do hereby cancel, terminate and end as of the 31st day of December, 1932, at midnight, that certain lease between W. H. Keith and Lessee herein, dated the 17th day of July, 1925, covering the property hereinafter mentioned, and do hereby release each other from the performance of the terms, conditions and obligations of said lease from and after midnight, December 31, 1932.

Lessor hereby demises and leases to Lessee and Lessee hereby takes and rents from Lessor all that certain parcel or parcels of land, together with the theatre building thereon, known as the Rivoli Theatre, and exits therefrom, and lobby-entrance thereto and permanent fixtures and appurtenances thereunto belonging, which have been erected thereon and installed by Lessor situate, lying and being in the City and County of Greenville, State of South Carolina, more particularly described as follows:

Beginning at a point on the West side of North Main Street, corner of lot of John McSween; thence to North Main Street, north 20° 00'; east 46.5 feet to corner of lot belonging to the Lessor, which is now (or formerly was) leased to Craig-Rush Company, which point is 166.5 feet from the corner of North Main Street and College Street; running thence from said point north 69° 20' west to line of lot leased to Craig-Rush Company, 120 feet to a stake on the east side of a 10 foot alley; thence along the east side of said lot south 20° 00', west 46.5 feet to corner of lot belonging to John McSween; thence with line of John McSween south 69° 26', east 130 feet to the beginning corner;

excepting and reserving, however, the two store rooms on the main floor and extending through the mezzanine floor and the offices on the second floor of the said theatre building, together with the distinct and separate entrances, exits and hallways to the said excepted and reserved spaces; all as shown on the plans and specifications presented to the Lessee at the time said building was erected.

Together with the rights, incidents, privileges and appurtenances thereunto belonging or in any wise appertaining.

To Have and to Hold the same for a term of five (5) years; commencing on the first day of January, 1933, and ending on the 31st day of December, 1937, at midnight, to be used and occupied as a motion picture, vaudeville, legitimate, stock company or other theatre, or any or all of the same, and/or for any other theatrical and/or amusement purpose, and for purposes usually connected with the theatrical and amusement business.

As rental to said property, Lessee agrees to pay to the Lessor, and Lessor agrees to accept, a sum equal to twelve and one-half (12½)% per cent of the gross admission receipts as hereinafter defined, as shall be derived from the operation of the Rivoli Theatre by Lessee, payable at the time and in the manner hereinafter set forth.

For the purpose of computing and paying such rentals and to provide for the payment by Lessee of a minimum monthly rental, said term commencing January 1, 1933, and ending December 31, 1937, shall be divided into periods of six (6) months each. For each month of said six (6) months periods, the Lessee shall pay to the Lessor the sum of Six hundred sixty-six and 66/100 (\$666.66) Dollars, on account of rental, and if, at the end of each of the six (6) months periods, or as soon thereafter as calculation can be made by the Lessee, it is found that twelve and one half (12½) per cent of the gross admission receipts, as hereinafter defined, derived from the operation of said theatre by Lessee, is more than the sum of Four thousand (\$4,000) Dollars for said six (6) months period then elapsing, the Lessee shall pay to the Lessor the difference between Four thousand (\$4,000) Dollars and the actual amount ascertained to