

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE.

L E A S E

THIS LEASE AND AGREEMENT made and entered into this 13th day of May, 1946, by and between DALE K. GROOM, of Greenville, S.C., hereinafter referred to as Lessor, and ROGER S. MITCHELL, now of West Columbia, S. C. but with the expectation of shortly becoming a permanent resident of Greenville, S. C., hereinafter referred to as Lessee,

W I T N E S S E T H:

In consideration of the payments to be made by the Lessee as hereinafter provided and of the covenants of the Lessee hereinafter set forth, the Lessor does hereby lease and demise unto the Lessee the following described real estate upon which is located "Branwood Theatre" in West Greenville, S. C.:

All that piece, parcel or lot of land with the building and improvements, situate, lying and being in Greenville Township, State of South Carolina, in West Greenville on north side of Pendleton Road, and having, according to plat of R. E. Houston and J.L. Goodnough prepared by C. M. Furman, Jr., January 13, 1926, the following metes and bounds:

Beginning at the north side of Pendleton Road which point is 102 feet in a northerly direction from north side of 10 foot alley and running thence S. 64-08 W. 143 feet to point, which is 19 feet in northerly direction from said alley; thence N. 25-14 W. 30 feet to point; thence N. 64-08 E. 138 feet south to point on north side of Pendleton Road, and running thence with north side of aforesaid road, S. 35-55 E. 31 feet to point of beginning. Being the same property conveyed to the Lessor by A. E. Groom by deed dated February 1941, and recorded in the R. M. C. Office for Greenville County in Deed Book 237, at page 348. The Theatre Building is situate on this property.

And, in addition thereto, the theatre equipment, an inventory of which is attached hereto and made a part hereof marked "Exhibit A".

TO HAVE AND TO HOLD unto the Lessee for and during the term commencing May 13, 1946, and ending at midnight May 12, 1956.

In consideration of the premises, the Lessee does hereby covenant and agree that he will pay unto the Lessor a rental of Fifty-Two Thousand (\$52,000.00) Dollars for said term to be paid every four (4) weeks in advance at the rate of One Hundred (\$100.00) Dollars per week, the first payment to be made on May 13, 1946, in the amount of Four Hundred (\$400.00) Dollars and a like amount of Four Hundred (\$400.00) Dollars every four (4) weeks thereafter for a total period of nine (9) years. It is understood and agreed that the rent allocable to the tenth (10th) year is to be paid on May 13, 1946, such amount being in the sum of Five Thousand Two Hundred (\$5,200.00) Dollars. Said amount of Five Thousand Two Hundred (\$5,200.00) Dollars will thereupon be applied by the Lessor to the last year of the lease and in no event is said amount to be credited to any prior year. If for any reason the Lessee fails to comply with the lease, then it is expressly understood and agreed that the rental for the last year shall be forfeited and the Lessee shall have no further right therein, it being the purpose of the last year's rental being paid in advance to guarantee that performance will be had during the entire life of the lease. The only two exceptions to this shall be in the event the lease is terminated sooner by mutual agreement between the parties or in the event the premises are so damaged or destroyed as to render the same unfit for further occupancy.

*For Assignment to this Lease see Deed Book 291, Page 197.  
For Extension of Lease see Deed Book 388, Page 92.*