

## TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE.

L E A S E

THIS AGREEMENT made and entered into this the 29th day of October, 1943, by and between C. E. Hatch and C. O. Milford, hereinafter called Lessors, and Paris Theatre Company, Inc., a South Carolina corporation, hereinafter called the Lessee;

W I T N E S S E T H:

1. The Lessors do hereby lease and demise unto the Lessee, for the sole purpose of operating therein and thereupon a motion picture theatre;

All that certain storeroom or theatre building situate on the East side of North Main Street in the City of Greenville, South Carolina, in the Block bounded by Oak, Brown, East North and Main Streets, which building is known and designated as No. 216 North Main Street, and runs through to Brown Street. Saving and excepting however from said premises, so much thereof as is now leased to or occupied by:

- (1) Toastee Sandwich Shop
- (2) Brock's Inc., and
- (3) Second and Third Floors rented and occupied  
by Draughon's Business College.

With full right and privilege of ingress and egress to said above named tenants, their successors, customers and/or patrons.

2. To have and to hold unto the Lessee for and during the term of ten years, commencing July 1st, 1945, and running through June 30, 1955, reserving and paying unto the Lessors the rental hereinafter provided.

3. The basic and minimum rental payable by the Lessee to the Lessors shall be Six Thousand (\$6,000.00) Dollars annually, payable Five Hundred (\$500.00) Dollars on July 1st, 1945, and a like amount on the first day of each month thereafter for the term of this lease. Further, the Lessee shall pay to the Lessors in addition to the above basic or minimum rental:

- (a) 12½% of the gross receipts taken in by said Theatre above \$48,000 and upon to \$60,000 per annum.
- (b) 15% of the gross receipts taken in by said Theatre above \$60,000 and up to \$75,000 per annum.
- (c) 17½% of the gross receipts taken in by said Theatre in excess of \$75,000 per annum.

4. On January 15, 1946, the Lessee shall pay to the Lessors the additional rental for the first six months provided under (a), (b) and (c) above. On July 15th, 1946, a similar payment will be made on the rental provided under (a), (b) and (c) above, and a similar method will be followed each year thereafter for the term of this lease. The Lessee however, is to furnish to the Lessors on October 15, 1945, a statement of the gross income for the months of July, August and September of 1946, and like statements shall be furnished each three months thereafter. The payments semi-annually of any additional rental under the above percentages shall not alter the fact that the rental is on the annual basis, and any additional rental paid at the end of the first six months period of any year shall be adjusted, if necessary, at the end of the lease year on the basis of the gross income for the entire year.

5. The Lessors shall have the right to make an independent audit of the Lessee's receipts realized from the operation of the Theatre in said building, exclusive of the receipts