

thence along line perpendicular to Sirrine's line 72 feet and 1 inch to iron pin, 3 feet distant from wall of hotel; thence along line 3 feet from wall of hotel, 45 feet and 2 inches to an iron pin; thence perpendicular to last mentioned line, 2 feet from wall of hotel, 19 feet and 4 inches to an iron pin; thence along line parallel to line of hotel, but 3 feet and 6 inches therefrom, 89 feet and 8 inches to beginning corner. Being part of the lot conveyed to the lessor by Piedmont Savings and Investment Company, by deed dated september 5th. 1907, and recorded in office of Register Mesne Conveyance for Greenville County in volume X.X.X., at page 8, together with the hotel building, and other buildings situate thereon. Reserving, however to the Lessor, its agents and assigns, the right <sup>to use</sup> an entrance on the rear of said hotel, leading from Brown Street to the rear of the residence lot heretofore mentioned and extending along the line of J.E. Sirrine.

2nd. TO HAVE AND TO HOLD ALL AND SINGULAR the above mentioned premises, with the appurtenances, unto the Lessee, her executors, administrators and assigns, for the full term of ten (10) years beginning on May 15th. 1909, and ending on May 15th. 1919. Provided, however, that if the building is not ready for occupancy two (2) weeks prior to May 15th., 1909, the rents provided under this contract or not to run or be charged until two (2) weeks after it is ready for occupancy.

3rd. The Lessee agrees to pay the following sums as rent for the said property, to wit:-  
 For the first year of the lease, Six Thousand, five hundred (\$6,500.00) Dollars; for the second year of the lease, Seven Thousand (\$7,000.00) Dollars; for the third year of the lease, Seven Thousand five hundred (\$7,500.00) Dollars; for the fourth year of the lease Eight Thousand (\$8,000.00) Dollars together with twelve and one-half per cent. (12½%) of the gross annual receipts from all sources connected with the said hotel property in excess of Sixty-five Thousand (\$65,000.00) Dollars, and for each year thereafter during the term of said lease, the sum of Eight Thousand, Five Hundred (\$8,500.00) Dollars, together with Twelve and one-half (12½%) per cent. of the gross annual receipts from all sources in excess, of seventy THousand (\$70,000.00) Dollars. ( The fixed sums sprcified above shall be paid monthly in equal installments, on the first day of each month during the lease; the twelve and -one-half (12%) per cent on the gross annual receipts above stipulated, shall be payable on the anniversary of the date fixed for the <sup>commencement of the</sup> lease. And in order to ascertain said receipts the lessee does hereby agree to keep accurate books, showing the receipts from the operations of the Hotel, the rentals of concessions of the Hotel, and from all other sources whatsoever connected with said business and property, and shall at the end of each month during the years said said percentages are payable, render statements showing the gross receipts from all sources, and shall at all times per mit the lesser, its officers or agents, access to the said books and other papers, for the purpose of checking over the same and ascertaining the amount of said gross receipts. Provided always never-the-less, that in the event the lesse should become in arrears in the payment of the fixed monthly rents heretofore provided, for a period of two (2) months, or in an amount which shall equal the rent for two (2) months, or in case she should at any time be in arrears in the payment of the percentages above stipulated for a period of two (2) months, then, and in either of such cases, the lesser shall have the right to enter upon the said premises, and to take charge of the same, with the Hotel furniture, fixtures and other articles of personal property belonging to the lessee connected with said business, and shall have the right to continue to operate the said hotel, or to re-let the same, to the end that the business of the hotel shall not be interrupted, or the lesser may at its election close the hotel and distrain upon the said property, and sell the same for the payment of any indebtedness due and owing by the Lessee, and balance accruing from the sale, sub-letting or running of said hotel, after paying said indebtedness and all expenses, including reasonable attorney's fees, to be paid to the lessee. And in case of the re-taking of said property, all rents and obligations due for the subsequent use of any of