

State of South Carolina,  
County of Greenville.

## L E A S E .

This Indenture made this 23rd, day of April, 1936, between Greenville Hotel Company, a corporation created under the laws of the State of South Carolina, hereinafter referred to as Lessor, and L. V. Alexander, hereinafter referred to as Lessee.

## W I T N E S S E T H :

That the Lessor, in consideration of the covenants and agreements herein mentioned, has leased, demised and let, and by these presents does lease, demise and let unto the Lessee, his executors and administrators, that certain lot of land situate in the City of Greenville County and State aforesaid, at the Northeast corner of North Main and Oak Streets, and hereinafter more fully described, together with the Hotel Building thereon situate, and all fixtures furniture and furnishings connected therewith, belonging to the Lessor. Said lot being described as follows:-

That lot on which the said Hotel Building stands, together with the right to use an alley at the rear of said building 10 feet in width and extending from Oak Street to the northeast corner of said building.

To Have and to hold all and singular the above mentioned premises, with all appurtenances and fixtures thereto appertaining, unto the Lessee, his executors and administrators for the period of ten years, commencing on June 10th, 1936, and ending June 9th, 1946, at the rentals and upon the terms herein set forth.

The Lessee agrees to pay as monthly rent for said premises thirty per cent of the total monthly receipts for all rooms and space (except the barber shop, news, and cigar stand, coffee shop or dining room, and kitchen). Said rents, however, shall not be less for any month than One thousand (\$1,000.00) Dollars. This sum shall be payable monthly in advance as a minimum monthly rental. The remainder (if any) of the thirty per cent of such receipts shall be paid at the end of each month, at which time a detailed verified statement of all receipts from rooms and space (except as hereinbefore stated), shall be rendered to the Lessor and immediate payment of such remainder shall then be made. And the Lessee further covenants that, for the purpose of ascertaining the amount of such receipts, he will keep at the premises herein leased books showing in detail all room rents and collections and that the Lessor shall have the right to prescribe the manner in which such books shall be kept in order to give the fullest information, and that the Lessor, its officers and agents, shall at all times have access to such books, accounts and records, and shall have the right to have an audit made by its own accountant. If such audit shall show that the Lessor is entitled to a greater sum than that paid by the Lessee, then the Lessee shall immediately make payment of such additional sum.

Before the commencement of the term of this lease, or as soon thereafter as practicable, an inventory shall be made by the Lessee, and approved by the Lessor, of all fixtures, furniture, furnishings and equipment belonging to the Lessor and taken over under this lease, and the Lessee agrees that he will maintain and keep the same in good repair and at the termination of this lease turn over the same to the lessor in good condition, reasonable wear and tear excepted. The Lessee agrees to spend at least One thousand (\$1,000.00) Dollars in the replacement of furniture and equipment and is to furnish all linen, blankets, towels, necessary stocks of silver and china, and all other furniture and furnishings necessary to the maintenance and operation of a first-class hotel.

The Lessor intends (but is not bound) to make certain improvements and repairs in the rooms and other portions of the leased premises during the first six months of this lease, and the Lessee agrees that this may be done and that there shall be no obstruction or interference in making such improvements, and repairs, nor shall there be any abatement of rents by reason thereof, but it is understood that in making such improvements and repairs there shall be no unnecessary interference with the business of the Lessee.

The Lessee agrees that he is thoroughly familiar with the condition of the leased premises, including all fixtures, furnishings and other equipment, and that he will accept the same at the beginning of this lease as being in good condition and shall be responsible for the maintenance and upkeep of the same without liability on the part of the lessor except as herein stated. He covenants that the leased premises shall be used only for hotel purposes and for purposes appurtenant and incidental thereto and that it shall be run and maintained as a first class hotel under the name of "Ottaray Hotel", and that he will not maintain or permit any nuisance on the leased premises and will at all times comply with the state, federal and municipal laws regarding the maintenance and conduct of hotels.

All necessary repairs to the roof and outer walls of the building shall be made by the Lessor and the Lessee agrees to give prompt notice to the Lessor of any injury or damage to the roof or outer walls necessitating repairs.

With the exception as hereinbefore stated the Lessee shall be bound to maintain the leased premises and all furniture and fixtures in good condition and repair and at the expiration of the lease to return the same in as good condition as at the time of the commencement of this lease, reasonable wear and tear excepted. Provided, however, that in case of the destruction of said building or its material damage so as to be unfit for use, the Lessor