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the amount remaining unpaid as reduced by prior application of rentals, immediately upon demand therefor, and immediately upon demand, Lessor shall reimburse Lessee.

e. Should Lessee default in the payment of the rent reserved in and by this lease, or any part thereof, and should such default continue for a period of sixty (60) days after notice thereof from lessor, Lessor shall have the right, at Lessor's option, to terminate this lease, providing always, however, that such written notice contain a statement that if the unpaid rent is not paid within sixty (60) days from the date thereof, Lessor will terminate the lease. Noting herein contained, however, shall obligate Lessor to exercise said option. In case of the adjudication of the Lessee in bankruptcy or insolvency the Lessor may, at its option, declare the lease terminated and the entire sum agreed to be paid hereunder at once due and payable and may proceed as it may be advised, to liquidate the damages arising by reason of the termination of said lease, and may prove the same in bankruptcy or insolvency proceedings.

f. Lessee agrees that in the event Lessee acquires a theatre in the City of Greenville, South Carolina, in addition to the Rivoli and Carolina, and should Lessee deem it advisable at any time or times to close and cease operating any of its theatres in said City of Greenville, Lessee would close such later acquired theatre in preference to closing the Rivoli. Nothing herein shall be, or be construed to be, an agreement in any way affecting the Carolina Theatre in said City of Greenville nor any restriction upon the operation thereof by lessee, which theatre is excepted from any agreement herein contained. Nothing herein shall prevent or restrict Lessee from closing said Rivoli Theatre for repairs or for any reason beyond the control of Lessee.

This lease and each and every covenant, condition and agreement therein contained shall be binding on and enure to the benefit of the parties hereto and their respective successors and assigns.

In Witness whereof the said The South Carolina National Bank of Charleston, Trustee, and said Greenville Enterprises, Incorporated have caused their respective corporate seals to be hereunto affixed, and these presents to be signed by their duly authorized officers this 8th day of June, 1936. The South Carolina National Bank of Charleston, in the execution of this lease, is acting in pursuance of the powers vested in it under a deed from W. H. Keith to said bank, recorded October 18, 1936, in the R. M. C. Office for Greenville County in Book 217, at page 207, to which reference is prayed.

Signed, sealed and delivered in the presence of:
Mabel G. Lynn
C. G. Todd,
as to Lessor



The South Carolina National Bank of Charleston, Trustee.
BY: Ernest Patton, Vice President
Attest: A. P. Youmans, Asst. Trust Officer.

Signed, sealed and delivered in the presence of
Thomas W. Varnon
Lillian E. Molly,
as to Lessee.



BY: Y. F. Freeman, President.
Attest: Van Allen Hollowon, Secretary

The foregoing lease is in all respects fully ratified and approved.
Signed, sealed and delivered in the presence of:
J. B. Terry
A. P. Youmans,

W.H.K. W. H. Keith (SEAL)
E. A. Gilfillin (SEAL)
G. F. Norris (SEAL)
T. B. Reeves (SEAL)
James F. Davenport (SEAL)

State of South Carolina
County of Greenville.

Personally appeared before me Mabel G. Lynn who, being duly sworn, says, that she saw the corporate seal of The South Carolina National Bank of Charleston, Trustee, affixed to the foregoing instrument, and that she also saw Ernest Patton Vice President and A. P. Youmans, asst trust officer, sign and attest the same, and that she, with G. C. Todd witnessed the execution and delivery thereof as the act and deed of said The South Carolina National Bank of Charleston, Trustee.
Sworn to before me this 28 day of July, 1936.

W. E. Stribling (L. S.)

Mabel G. Lynn



State of New York
County of New York

personally appeared before me Lillian E. Molly, who, being duly sworn, says, that she saw the corporate seal of Greenville Enterprises, Incorporated, affixed to the foregoing instrument, and that she also saw Y. F. Freeman, President and Van Allen Hollowon, Secretary of said Greenville Enterprises, Incorporated sign and attest the same, and that she with Thomas W. Varnon witnessed the execution and delivery thereof as the act and deed of said Greenville Enterprises, Incorporated.

Sworn to before me this 8th day of June, 1936.

Lillian E. Molly

Anna D. Gersan, Notary Public, Queens County, Queens County Clerk's No. 834, Queens County Register's No. 4232, Cert. file in New York County, New York County Clerk's No. 1256, New York County Register's No. 7024, Commission Expires Mar. 1937.

