

the said Thomason Realty Company hereby covenants and agrees to and with The South Carolina National Bank of Charleston, Greenville, S. C., that it will not, without the written consent^{of} The South Carolina National Bank of Charleston, Greenville, S. C.:

(a) Cancel said lease or accept a surrender thereof unless Thomason Realty Company and said F. W. Woolworth Co. shall execute a new lease which shall go into effect prior to or simultaneously with said cancellation and surrender, said new lease to provide for a rental not less than the rent payable under the cancelled lease and which shall not diminish the tenant's obligation to pay taxes and insurance to the extent that such obligations may exist under the cancelled lease, Thomason Realty Company covenants and agrees to assign said new lease to The South Carolina National Bank of Charleston, Greenville, S. C. in the same form and manner as it assigned the said cancelled lease.

(b) Reduce the rent. .

(c) Modify the said lease, either orally or in writing, so as to decrease the term of the lease; reduce the rent or diminish the obligation of the tenant with regard to the payment of taxes and insurance.

(d) Consent to an assignment of the Lessee's interest in said lease which will relieve the tenant of liability for the payment of rent and the performance of the terms and conditions of the lease.

(e) Collect rent further in advance than as provided in said lease.

and any of the above acts, if done without the written consent of The South Carolina National Bank of Charleston, Greenville, S. C., shall be null and void. Thomason Realty Company shall have the right, regardless of this assignment, to modify said lease or take any other action with respect thereto which does not violate the specific provisions of subparagraphs (a), (b), (c), (d) and (e) hereof. The South Carolina National Bank of Charleston, Greenville, S. C., by acceptance of this assignment, covenants and agrees to and with Thomason Realty Company that, until a default shall occur by Thomason Realty Company in the performance of the covenants or in the making of the payments provided for in said note, the said Thomason Realty Company may receive, collect and enjoy the rents, issues and profits accruing to it under said Lease; but it is covenanted and agreed by Thomason Realty Company, for the consideration aforesaid, that, upon the happening of any default in performance of the covenants or in the

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