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STATE OF SOUTH CAROLINA STATE OF GREENVILLE )

AGREEMENT

WHEREAS, on December 3, 1973, that certain Indenture of Lease was made and executed by and between George N. Gault and Kenneth M. Williams, as Landlord, and J. Wesley Snyder, J. Wesley Snyder, Jr., Rachel H. Snyder, Brenda W. Snyder and Snyder's Auto Sales, Inc., as Tenant, said lease covering two tracts of property located at or near the intersection of Laurens Road and Kellett Drive in Greenville County, S. C.; and

WHEREAS, the parties have agreed that a portion of the property described therein shall be released from that agreement in order that the Landlord may relet the released premises to G. Frank Mims, T. J. Mims and T. J. Mims, Jr., said Indenture of Lease to continue as to the remainder of the properties originally covered thereby;

WHEREAS, the Indenture of Lease provided under Paragraph 22 thereof that Landlord shall pay to Jim Williams, Inc., its successors or assigns, a commission of ten (10%) per cent of amounts received by the Landlord resulting from lease rentals or sale of a portion of the property covered thereby under an option granted to the Tenant until such time as the said Jim Williams, Inc. had received an aggregate payment of Forty Thousand Dollars (\$40,000.00);

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and in order to evidence the continuing agreement of the parties respecting payment of the commission due, and to take into account the division of the parcels for letting under separate agreements, the parties have agreed as follows:

The provisions of Paragraph 22 of the Indenture of Lease shall continue in full force and effect, excepting that the commission of ten (10%) per cent shall apply to amounts received by Landlord under the original Indenture of Lease and amounts received by Landlord under the lease covering a portion of the originally demised property executed this date by and between the Landlord and G. Frank Mims, T. J. Mims and T. J. Mims, Jr., payments to continue until the aggregate amount of Forty Thousand Dollars (\$40,000.00) has been received by Jim Williams, Inc., whether attributable to rental pay-

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