

- (2) The sum of Three Hundred and Fifteen & No/100 (\$315.00) Dollars permonth payable in advance on the first day of each and every month during the life of said term, commencing August 1, 1950; and
- (3) A sum representing Three and one-half (3 1/2) per centum on all gross sales (as defined and at the times and for the periods stipulated in the original lease agreement executed by the Lessor in favor of the Assignor above referred to) in excess of One hundred Two thousand Eight hundred fifty-seven & 16/100 (\$102,857.16) Dollars during each calendar year;

of which sums the intial payment of Six Thousand Two Hundred Fifty & no/100 (\$6,250.00) Dollars, together with the monthly payment of Three Hundred Fifteen & no/100 (\$315.00) Dollars for the month of August, 1950, shall be paid by the Assignee on or before July 8, 1950.

Except as above modified, the Assignee expressly covenants and agrees to perform and observe the covenants, conditions and stipulations set forth in the original lease agreement executed by the Lessor in favor of the Assignor and on the part of said Assignor therein to be performed and observed; and to fully indemnify the Assignor against all actions, claims and demands whatsoever in respect thereto.

It is expressly agreed that the conditions and covenants shall not be or become binding upon the parties to this agreement until as a condition precedent the following shall have been accomplished:

- (1) There shall have been received by the Lessor one of the following instruments; (1) Either a written waiver executed by The Molville Realty Company, trading as Thom McAn Shoe Company (which business presently occupies premises known as No. 23, South Main Street, Greenville, S. C.,) waiving and releasing the Lessor from that certain condition and covenant (set forth in a lease agreement executed by the Lessor in favor of said The Molville Realty Company) stipulating that the Lessor shall not lease adjacent and adjoining premises to a tenant selling, or offering for sale, shoes of any type, or
- (2) In lieu thereof the Assignee shall deliver to the Lessor its duly executed written instrument agreeing that during the term of this lease it will not sell or offer for sale on the demised premises shoes of any type;