

(b) In addition to the above mentioned salary for Barbara Russell individually, the said branch office shall pay to the Barbara Russell Agency in Jacksonville, Florida an amount equal to 6% of its gross receipts as provided in the Franchise Agreement herein referred to and already entered into by the parties hereto.

2. Licensee agrees to advance the costs of opening said branch office in an amount not to exceed \$3,000.00 and hereby acknowledges receipt of \$2,175.00 already paid.

3. At such time as said branch office shall be making a profit at the rate of \$10,000.00 per year, the Licensee shall take over the actual operation.

4. The Licensee shall have an option, beginning at the time he shall take over the actual operation of said branch office and lasting one year from that date in which to buy a franchise from the Agency for the entire state of South Carolina, said option to be paid in the following manner:

(a) Branch offices may be sold in said state by either party hereto under the same terms as that Franchise Agreement hereinbefore referred to. With the sale of each additional franchise the Licensee shall be credited with the payment of \$1,500.00 towards the payment of his franchise in Greenville, South Carolina.

(b) At such time as three additional offices shall have been sold or opened under this provision, the Licensee shall be considered to have paid for a franchise for the entire state of South Carolina and he may then open as many additional offices in said state as he may desire without any payment for said franchise, provided nothing herein shall prevent the Licensee from being liable to the Agency for the 6% of its weekly earnings and from the payment in full for the for the franchise for the Greenville office, but said payments of \$1,500.00 shall be credited against the payment for the Greenville franchise.

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