

WHEREAS, the Lessee subsequent to the execution of the original lease by application to the Secretary of South Carolina was merged with certain other corporation, the merged corporation being the Lessee, J. B. Ivey & Company (see Deed Book 176, Page 165, office of the R.M.C. for Greenville County); and

WHEREAS, the parties hereto, as successor lessors and successor lessee, are all of the parties owning any right, interest and title in the property referred to in said original lease as owners, lessors or lessee;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS That for and in consideration of the premises and the mutual covenants and conditions herein contained, IT IS AGREED AS FOLLOWS:

That the original lease dated December 28, 1944 by and between J. F. Finlay, H. M. Finlay and Edward Finlay, Lessors, and Ivey-Keith Company, Lessee, be, and the same is hereby, extended for an additional period of 11 years commencing February 1, 1964 and ending on March 31, 1975, subject, however, to the following terms and conditions:

(1) That the Lessee shall pay to the Lessors an amount equal to 2 1/4 per cent of the gross sales made by Lessee for each annual rental year commencing February 1, 1964 and ending March 31, 1975, as defined and provided in said original lease.

(2) That the Lessee shall pay the Lessors a minimum yearly rental, irrespective of sales, in the sum of \$30,000.00 to be paid in equal monthly installments of \$2,500.00 each and every month during the term of said extended lease, as provided in said original lease. Said minimum yearly rental shall be credited against any percentage rental due by Lessee to Lessors.

(3) The intent of the lease as hereby amended is that the Lessee shall pay to the Lessors an amount equal to 2 1/4 per cent of its gross sales made in or from the demised premises as defined in said original lease. But if Lessee should occupy any other premises except those across the alleyway in the rear of Lessors' building, known as the Bruce Estate building, which is expressly provided for in the original lease, in the City of Greenville, South Carolina, as the boundaries are now established,