

in which it sells merchandise and/or performs services, the Lessors shall receive in addition to the guaranteed minimum and percentage rent hereinabove provided, an amount equal to 1/4 of 1 per cent of the gross sales made by the Lessee in or from such other locations; provided, however, that said total additional percentage rent shall not exceed the sum of \$10,000.00 annually.

(4) The Lessee shall have the option at any time on or before one year from the expiration of this extension and on or before one year before the expiration of any extension or renewal, to renew this lease for three (3) successive periods of 10 years each upon the same terms and conditions herein set forth in this agreement, provided the option shall be expressed or exercised in writing sent to Lessors by Lessee on or before 12 months prior to the expiration of this extension or any extension or renewal hereof.

(5) The Lessee may address any and all notices and communication in writing to Edward Finlay, Jr., 1512 Riverview Road, Chattanooga 5, Tennessee and Elizabeth Finlay Chadwick, 5004 Ft. Sumner Drive, Washington 16, D. C., as agents of Lessors, so long as they shall live and continue to own an interest in the property forming the subject matter of this lease. Upon the death or disability of Edward Finlay, Jr., notices shall be sent to his son, Edward Whitaker Finlay, at such address as shall be designated by him in writing to Lessee and upon the death or disability of Elizabeth Finlay Chadwick, notices shall be sent to her son, John Dearborn Chadwick, at such address as shall be designated by him in writing to Lessee. The sending of notice to such persons and/or parties named above, or other agents, at said designated places, by such means, shall suffice for the sending of any notice and/or exercise of any option and/or request under this lease. Notices to Lessee shall be sent to J. B. Ivey & Company, 127 North Tryon Street, Charlotte, N. C., attention the President.

(6) It is understood and agreed that the original lease dated December 28, 1944 by the predecessor-in-title of Lessors and the predecessor-in-title of Lessee is hereby amended in the particulars hereinabove set forth.