

D.A.B.
J. H. D.
J. Penney
J. Penney

(4) If Tenant has exercised the foregoing option, Tenant shall have the option to further extend the term of this lease upon the same terms and conditions as those herein specified for an additional period of ten (10) years from the end of said third additional period by giving Landlord written notice of Tenant's exercise of said option at least twelve (12) months before said third additional period ends, except the rental during said ten (10) year extended term shall be at the rate of Eighteen Thousand (\$18,000) Dollars per annum, and if Tenant gives such notice this lease shall be so extended without execution of an extension or renewal lease.

It is understood and agreed that the annual adjusted rental during the third and fourth extension periods shall in no event be less than Thirteen Thousand Five Hundred (\$13,500) Dollars.

In the above section of this lease referred to as Options to Extend and paragraphs 1, 2, 3 and 4 thereunder, it is agreed that the stipulated annual rentals hereinabove provided are equal to 113.6 under Consumer Price Index now compiled by U. S. Bureau of Labor and Statistics (or another agency by the U. S. Government which may hereinafter take over such compilation) in which the 1945-1948 basis equals 100%. The stipulated annual rentals in section Options to Extend shall be adjusted as hereinafter set forth in accordance with price variations of said Index. The rental for two options covering the second twenty-five (25) years shall be adjusted on the basis that Fifteen Thousand (\$15,000) Dollars is equal to a consumer price index of 113.6. The rental for options covering the third twenty-five (25) year period shall be adjusted on the basis that Eighteen Thousand (\$18,000) Dollars is equal to a Consumer Price Index of 113.6

DEFAULT CLAUSE. That if the rent above referred to, or any part thereof, shall be past due or unpaid on the date of payment by the terms hereof, or in the event that Tenant shall be in default or fail in the performance of any covenant or agreement on its part to be performed in this lease, and remain so for a period of thirty (30) days after written notice of said non-payment or other default shall have been sent by registered mail to Tenant at 411 North Main Street, Greenville, South Carolina, a copy thereof by registered mail to J. C. Penney Company, Greenville, South Carolina, and a copy thereof by registered mail to J. C. Penney Company, 330 West 34th Street, New York, New York, or at later addresses to be designated,