period, provided said first renewal option has been exercised. And Lessee is further granted the right, at its option, to renew this lease for a third additional period of five (5) years, upon giving notice in writing of intention to so renew minety (90) days prior to the expiration of the second renewal period. provided said second renewal option has been exercised. All of said renewal periods, if exercised, shall be upon all and the same terms and conditions herein described.

16. Lessor covenants for Lessee's quiet enjoyment of the demised promises during the continuance of this lease; and Lessee covenants that upon the termination of this lease, or any extension thereof, that it will quietly and peaceably deliver up possession of the demised premises, in good order and condition, reasonable wear and tear excepted.

17. All notices required to be given hereunder shall be sufficient only if mailed by registered mail to Lessee at Shop Road, Columbia, South Carolina, or to Lessers at Greenville, South Carolina and Marietta, South Carolina, or to such other parties or addresses as may be set forth in writing, duly acknowledged in writing.

18. The covenants and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

WITNESS the following signatures and scals, corporation signatures being by duly authorized officers and corporate seals affixed and duly attested by duly authorized officers.

(SEAL) (SBAL)

COLONIAL STORES LICORPORATED

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