

or any renewal thereof, he will not lease, rent, or permit to be occupied and used as a store in which groceries are sold at retail, any premises owned or leased by him within five hundred (500) feet of the premises hereby demised.

IT IS MUTUALLY COVENANTED AND AGREED:

1. That the breach of any of the covenants herein contained shall give the aggrieved party, in addition to other remedies provided by law, the right to terminate and cancel this lease.

2. That any fixtures placed upon the demised premises by the Lessee shall remain its property and it shall have the right to remove the same upon vacating said premises.

3. If the demised premises are damaged by fire or other cause, they shall be promptly repaired by the Lessor, and the rent, or a proportionate part thereof, shall be abated until the premises have been restored. In the event the premises are destroyed or damaged to the extent of seventy-five per cent (75%) or more of their total value, either party shall have the option of terminating the lease by giving written notice of intention to terminate to the other party within thirty (30) days after the occurrence of such loss.

4. That the terms of this lease can only be altered by written agreement signed by the parties hereto.

IN WITNESS WHEREOF, the parties to these presents have caused this instrument to be signed by their duly authorized officers and their respective corporate seals to be hereunto affixed, the day and year first above written.

IN THE PRESENCE OF:

Mary E. Mannan
Barbara E. Johnson
as to Lessor

PCORNS REALTY COMPANY

By [Signature]
President

and [Signature]
Secretary
LESSOR

DIXIE HOME STORES

[Signature]
M. W. Clary
as to Lessee

By [Signature]
Vice President

and [Signature]
Secretary

LESSEE

