

be taken for public or quasi-public use, or if, as a result of any taking there does not remain a minimum of three (3) principal tenants and 80 percent (80%) other tenants, then and in any of such events, LESSEE at its option, may elect at any time thereafter to cancel and terminate this lease by giving LESSOR at least sixty (60) days' prior notice of the date on which LESSEE shall elect to make such cancellation and termination effective. Rent and any other payment hereunder shall be paid pro rata up to such date of termination and any paid in advance thereof by LESSEE shall be returned to it pro rata.]

LESSEE
Default

26. If any rent shall be due and unpaid, or if default shall be made in any of the covenants herein contained by LESSEE, LESSOR will notify LESSEE of such default in writing, addressed to LESSEE'S above designated office address and forwarded by registered mail, and unless such default be remedied as soon as may be reasonably possible, it shall be lawful for LESSOR to re-enter the said premises and to again have and enjoy the same, but this provision is not applicable to a bona fide dispute as to LESSEE'S liability to make repairs.

LESSOR
Default

If said LESSOR shall be in default or shall fail or refuse to perform or comply with any of LESSOR'S obligations under this lease, LESSEE, in addition to, but not in limitation of any other right or remedy, after giving LESSOR notice in writing of such default, failure or refusal and demand to remedy same may, at LESSEE'S option, remedy the condition or matter referred to in such notice; and LESSOR agrees to reimburse LESSEE for any expense reasonably incurred in connection therewith; or such expense or any part thereof, at LESSEE'S option may be deducted in whole or in part from subsequent installments of rent; and in the event of any dispute between the parties as to the right of LESSEE to such reimbursement or deduction, LESSOR will not give LESSEE any notice of default or termination of lease unless LESSEE shall fail to make good to LESSOR for any such deduction within ten (10) days after receipt of notice by LESSEE of a judgment in favor of LESSOR.

Continued
Occupancy

27. LESSEE, by continuing to occupy the leased premises after the expiration of the original term of its tenancy hereunder, or after the expiration of any extension thereof, except the last of said periods, shall be deemed and considered to have elected to avail itself of its then current right to extend this lease, subject to all the terms and conditions herein contained, unless it shall have clearly and unequivocally manifested a contrary intention, ~~and it shall not be obliged to give any other notice of its said election.~~ SEE ARTICLE #3 ATTACHED.

Assign-
ment

28. LESSEE may assign this lease and may license and/or sublet all or any part or parts of the demised premises, but neither such assignment, licensing, nor subletting shall release or relieve LESSEE from liability or obligation hereunder to LESSOR, such assignment or sublet will not violate any ex-
clusive right which Lessor has granted to any other tenant or tenants.

Surrender

29. At the expiration of said term or extension thereof, LESSEE will quit and surrender the demised premises in as good state and condition as received, reasonable wear and tear and damage by fire or the elements or from causes beyond its control excepted.

Restrictive
Covenant

30. LESSOR, for itself, its successors and assigns, covenants (and as a condition hereto) not to let, use, or permit or suffer to be used, any building, owned by LESSOR or in which LESSOR has any interest, now or hereafter erected [within the boundaries of the said Center as delineated in said Plat, future enlargement or extension thereof, or] within 1,000 ft. of demised premises, for:

- (a) So-called supermarket or self-service grocery store, other than Winn-Dixie as now leased.
- (b) Grocery store or department.
- (c) Meat market or department.
- (d) Produce market or department.
- ~~(e) Milk and ice cream store or department.~~
- ~~(f) Bakery store or department.~~
- ~~(g) Delicatessen or department.~~

If such covenant shall be breached, LESSEE shall be entitled to injunctive or other appropriate remedy at law or in equity or by statute or otherwise as LESSEE may elect and, in addition, without liability of forfeiture of the term of this lease or any extension thereof, LESSEE may withhold payment of rentals accruing during any period from the date of any such breach until same be cured; in which event the total amount of rentals so withheld shall be retained by LESSEE as liquidated damages for any such breach and not as a penalty therefor.

Fixtures

31. Any fixtures or other property of LESSEE which may be either placed in or upon or affixed or attached to the premises hereby demised by LESSEE, are to remain its property and it is to have the right to remove the same at any time prior to or upon vacating the said premises. Lessee agrees to restore the building to its former condition upon removal of fixtures, normal wear and tear excepted.