

XVI.

ABANDONMENT & REMOVAL OF TENANT'S PROPERTY

Should the leased premises be vacated or abandoned by Tenant or should Tenant begin to remove personal property or goods from the leased premises to the prejudice of the Landlord's lien, then Landlord may, at its option, declare all of the rent for the unexpired term immediately due and exigible or may terminate this contract of lease. In such event Tenant agrees to pay all costs incurred in the enforcement of this provision including attorneys fees which are hereby fixed at 10% upon the remainder of rental and interest which may then have become due.

XVII.

COVENANTS BINDING

The covenants, conditions and agreements, contained in this lease shall be binding upon Landlord and Tenant and their successors and assigns.

XVIII.

OPTION TO RENEW

Tenant shall have and is hereby granted an option to renew this lease for an additional term of 5 years following the end of the aforesaid term for the same monthly consideration and upon the same terms and conditions as are hereinabove set forth, however, amount of the rental will be determined by the rental of present lease or by 3% of gross sales, whichever is greater. Said option may be exercised by Tenant by giving written notice to Landlord of its intention so to do more than ninety (90) days before the expiration of the term set forth in Paragraph 11 hereof. Two additional 5 year options will be granted upon the same terms as applies to the first 5 year option.

WITNESS the signatures of the undersigned on this 15th day of

October 19 71, in the presence of the undersigned competent witnesses, the signatures of both Landlord and Tenant being by authority of their respective Board of Directors.

WITNESSES:

She Jacobsen  
Wm. E. Howard

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She Jacobsen  
Wm. E. Howard

MID-South Development Co., Inc.

BY: W.L. Howard  
W.L. Howard, President

Howard Bros. Discount Stores, Inc.

BY: Alton H. Howard  
Alton H. Howard, President