

Tenth: It is also mutually understood and agreed that paragraph four (4) of this lease is hereby waived and lessor will not be required or expected to give lessee written notice before expiration of the term of this lease, and said premises will be required at the end of said term, but that Lessee will surrender premises at the end of this lease unless otherwise provided for.

(d) That they will at their own cost put said premises in the condition to the extent stated in the above specifications and the plans made a part hereof, and identified by the signature thereon of the respective parties hereto, for the business and purposes of said Lessee; and that said Lessee at its own cost shall have the right to make such other alterations and additions as may be required for such purposes, as contemplated by above paragraph "b" and said plans.

(e) That any repairs required upon said premises due to fire, the elements, act of God, or any other cause not directly chargeable to said Lessee shall be made by said Lessors and at their expense, as required from time to time.

(f) That, in the event said premises are rendered untenable at any time by fire, the elements, act of God, or the public enemies, they will rebate, proportionately to the untenable condition of said demised premises, the rents herein reserved for the period such premises shall remain untenable; and in the event of the total destruction of said premises, or failure of the Lessors to repair immediately an untenable condition as aforesaid, said Lessee may terminate this lease by giving the said Lessors written notice to such effect, such notice to be sent via registered mail to the Lessors address as herein stated.

(g) That the Lessee shall have the right to place electrical signs or other signs, including the Piggly Wiggly color scheme, on the exterior as well as the interior of the building, and install exhaust fans if desired; and shall have the right to remove all store fixtures, fans, lights, lighting fixtures, screen doors, awnings or other things installed by said Lessee at its own expense, whether nailed or screwed, or otherwise fastened to the building, when surrendering said building or terminating this lease.

(h) That the Lessee shall have the right to assign or transfer this lease or under lease or sublet a portion, or the whole of the premises comprised in said lease provided that this shall not prejudice or effect any of the covenants, conditions or provisions in the said Lease contained.

In the event that Lessee makes an assignment of this lease as aforesaid it shall remain liable to the Lessors for full payment of the rent the same as if such assignment had not been made. It is further mutually understood and agreed that the covenants and agreements contained in the within agreement to be performed by the respective parties is binding on the said parties and each of them, their successors, assigns, heirs and legal representatives, respectively; and that no waiver of any breach of any covenant herein shall be construed as a waiver of the covenant itself or of any subsequent breach thereof.

In witness whereof, the said several parties hereto, on the day and year first hereinabove written have hereunto set their respective signatures and seals, in triplicate, and said Lessee hereby constitute and appoints -

its true and lawful Attorney in fact for it and in its name to acknowledge and deliver these presents as its act and deed

Witness of signature of Theo.C.Owens.

H.L. Shannon,

A.H. Duggan.

Theo.C. Owens, Individually, (Seal)

Theo.C. Owens, Executrix, (Seal)

under the will of Frank C.Owens.

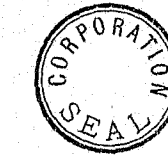
Lessors.

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Signed in the presence of:

H.H. Long,

Lavee Askee.



Piggly Wiggly Stores Inc. (Seal)

By Fletcher Scott, Vice-President.

C.C. Walker, Secretary.

Lessee.

State of Tennessee,

County of Shelby.

Personally appeared before me, H.H. Long, and makes oath that he saw Fletcher Scott, Vice President and C.C. Walker as Secretary sign and affix the corporate seal of the within named Piggly Wiggly Stores, Incorporated, and as the act and deed of said corporation deliver the within written instrument; and that he and Lavee Askee witnessed the execution thereof.

Subscribed and sworn to before me this

the 27th, day of May A.D. 1920.

Witness my hand and Notarial Seal in and for

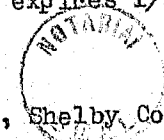
said County and State aforesaid.

H.H. Long.

My Commission expires 1/24/22.

Birdie Boone

Notary Public, Shelby County, Tenn.



State of Georgia,

County of Fulton.

Personally appeared before me H.L. Shannon and makes oath that he saw the within named Theo.C. Owens sign, seal and as her act and deed, both individually and as Executrix under the will of Frank C. Owens, deliver the foregoing written instrument for the uses and purposes therein mentioned, and that he and A.H. Duggan in the presence of each other witnessed the due execution thereof.

Sworn to before me this 4, day of June A.D. 1920.

Witness my hand and Notarial Seal in and for said

State and County. My Commission Expires - - -

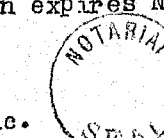
H.L. Shannon.

Notary Public, Georgia, State at Large.

My Commission expires Nov. 12, 1923.

A.H. Duggan

Notary Public.



Recorded June 8th, 1920.