

shall have the right to institute any process at law or in equity to secure the payment of the rent, and the same expenses, or the said Bailey & Hollis Construction Co., Inc., shall have the right, at its option, to declare the lease thereby terminated and to thereupon re-let the premises of the premises.

9. Ballentine Grocery Stores, Inc., agrees to lease the building herein leased or any portion thereof and to use it in connection with the operation of any business therein in common with the occupants of any other buildings constructed or to be constructed on the premises the public lot now being prepared or constructed upon the Jewell property, but Ballentine Grocery Stores, Inc., shall remain liable to Bailey & Hollis Construction Co., Inc., its successors and assigns, for the payment promptly when due of the rent and other amounts hereinabove provided, and shall further remain liable for the performance of all other terms and provisions of this lease.

10. As to the full and faithful performance of this agreement the parties hereto do bind themselves, their successors, heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 5th day of May, A.D., 1951.

SIGNED, Sealed and Delivered in the Presence of:

Lyman B. Henry
Louenia D. [unclear]

BAILEY & HOLLIS CONSTRUCTION CO., INC.
BY G. B. Bailey
ITS PRESIDENT
LESSOR

BALLENTENE GROCERY STORES, INC.
BY J. A. Ballentine
ITS PRESIDENT
LESSEE