

21, 1955; and from Clyde Burgess, as Lessor, to Ballentine Grocery Stores, Inc., as Lessee, dated February 18, 1955; the Landlord herein being the successor in interest by mesne assignments of the lessor in the latter of said leases, dated February 18, 1955; and the Tenant herein being the successor in interest by mesne assignments of the lessee under both of said leases. It is further understood and agreed that this lease supersedes and cancels the said leases dated February 21, 1955 and February 18, 1955, and that the same are hereby surrendered, terminated and cancelled in their entirety as of the commencement date of this lease. However, it is understood that if this present lease for any reason shall not become effective or be cancelled or terminated before its commencement date, the said prior leases shall continue in full force and effect as if this present lease had not been executed.

The Landlord agrees that, if it owns or controls any property located within five hundred (500) feet of the demised premises, it will not, without the written permission of the Tenant, directly or indirectly, lease or rent such property to any person, firm or corporation to be used for or occupied by any business dealing in or which shall keep in stock or sell any staple or fancy groceries, meats, fish, fruits, vegetables, dairy products, bakery goods, or frozen foods; nor will the Landlord permit any tenant of any such property to sublet in any manner, directly or indirectly, any such property to any person, firm or corporation to be used for or occupied by any business dealing in or which shall keep in stock or sell any of the above listed items.

IT IS UNDERSTOOD AND AGREED that this is a Short Form Lease which is for the rents and upon the terms, covenants and conditions contained in a certain collateral lease agreement executed by the parties hereto and bearing even date herewith, which collateral lease agreement is and shall be a part of this instrument as fully and complete as if the same were set forth herein.

IN WITNESS WHEREOF, the Landlord and Tenant have executed

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FILED
JAN 14 1961 A.M.



Mrs. Ollie Farnsworth
R. M. G.