

conditions and terms of the new lease to be the same as those of the within lease. In either event a pro rata refund shall be made for advance rent paid. If the street or sidewalk is obstructed or blocked for repairs, reconstruction or otherwise an abatement of rent shall be made.

12. All notices required under this lease shall be deemed to be properly served if delivered in writing personally or sent by registered mail to the Lessors at the last address where rent was paid or to the Lessee at its office 2715 Bond Street, Knoxville, Tennessee, or to any subsequent address which the Lessee may designate for such purpose.

13. The Lessors covenant that the Tenant shall have quiet and peaceful possession of said property throughout the duration of the lease.

14. The Lessee shall have the right to assign or sublease the within premises without the consent of the Lessors. However, any such assignment or subleasing shall not release the Lessee from liability on this lease.

15. The Lessee covenants and agrees with the Lessors that it shall not use nor permit said premises to be used for any unlawful purpose nor permit thereon anything which may be or become a nuisance, and that it will not do or permit to be done on said premises anything which may render void or voidable any policy for the insurance of said premises against fire nor which may cause the Lessors to have to pay a fire insurance premium at a rate in excess of that which they are forced to pay by reason of the business conducted by the Lessee.

IN WITNESS WHEREOF, the Lessors and Lessee have hereunto set their hands and seals and caused this instrument to be executed in duplicate the day and year first above written.

WITNESSES AS TO LESSORS:

Mildred Barton
D. Wells, Jr.

Della W. Mills (SEAL)
Annie W. Bely (SEAL)
LESSORS

WITNESSES AS TO LESSEE:

L. C. Akers
Howard H. Feringh

EMERY STORES, INC. - CAROLINA

By S. M. Wade
Executive Vice-President
LESSEE

(Continued on next page)