

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 Tenant is now in possession of the demised premises under a Lease Agreement dated September 15, 1953, between the said J. A. McMahan and the said M. W. Clary, as Trustee Under Agreement dated December 31, 1952, as lessors, and Dixie-Home Stores, Inc., a corporation, as lessee, demising said premises for a term beginning September 15, 1953, and expiring September 14, 1963, which leasehold was assigned November 14, 1955 by Dixie-Home Stores, Inc., to Winn & Lovett Grocery Company, a Florida corporation, now known as Winn-Dixie Stores, Inc., under which Tenant claims, and that this present Lease shall become effective only upon the expiration on September 14, 1963, of the said prior Lease and only in the event said prior Lease dated September 15, 1953, shall continue in force and effect until September 14, 1963. In the event said prior Lease Agreement shall be lawfully terminated by either party prior to September 14, 1963, this present Lease shall automatically terminate and become null and void on the same date on which said prior Lease Agreement shall be terminated.

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 the 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.