

because of the failure or the alleged failure on the part of the Tenant or one of the Tenant's contractors to pay for labor or materials, the Landlord may withhold the amount necessary to satisfy such lien or claim unless the Tenant provides a satisfactory bond or takes other action to remove the lien or terminate such proceedings from the leased premises.

In the event the total cost of constructing the improvements as provided in Exhibit C exceeds \$140,000, the portion of the cost which exceeds \$140,000 shall be paid by the Tenant. In the event the total cost of improvements are less than \$140,000, the Landlord shall be obligated to pay only the amount of such actual costs.

IN WITNESS WHEREOF, the parties hereto have caused this lease to be signed by their duly authorized officers and sealed with the corporate seals this day and year first above written.

In the Presence of:

John H. Early

Sandra B. Pittman
As to Landlord

Wm. W. Dene

Kathleen Buck
As to Tenant

FOOD CENTER, INC. (SEAL)

BY R. P. Hughes, Pres.
Landlord

HUNGRY BULL OF WEST GREENVILLE, INC. (SEAL)

BY Roger H. Johnson, Pres.
Tenant

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