

designated upon the following terms:

WITNESSETH:

1. For and in consideration of the premises and of the sum of One (\$1.00) Dollar Ballentine Grocery Stores, Inc., does hereby sell, assign, transfer and set over unto Walley & Lollis Construction Co., Inc., that certain lease agreement executed between A. J. Jewell and Kina M. Jewell, as lessors, and Ballentine Grocery Stores, Inc., as lessee, dated the 6th day of April, 1955, the original of said lease agreement being hereunto annexed and to be recorded along herewith.

2. In consideration of the sum of One Hundred Eight Thousand (\$108,000.00) Dollars to be paid to Walley & Lollis Construction Co., Inc., in the manner hereinafter set forth and of the other considerations hereinabove and hereinafter contained, Walley & Lollis Construction Co., Inc., agrees to complete the construction (upon the premises hereinabove referred to) of the brick and concrete block store building now in the course of construction, the same to be completed in accordance with the plans and specifications hereunto annexed, and in addition Walley & Lollis Construction Co., Inc., agrees and does hereby for the term herein specified lease said store building and in addition the right for itself and its customers to use in common with the tenants and their customers of other buildings constructed or to be constructed upon said premises described in the lease of April 6, 1955, the parking lot prepared or being now constructed. The term of this lease shall be fifteen (15) years commencing on the 1st day of July, 1955, and expiring on the 30th day of June, 1970.

3. During the term of this lease Ballentine Grocery Stores, Inc., is to pay promptly when due the ground rent provided in the lease executed by and between A. J. Jewell and Kina M.