

and Lessor, and any expense of arbitration shall be divided equally between Lessee and Lessor.

22. Ownership of Improvements at Lease Expiration. At the expiration of the Lease, or any extension thereof, the improvements on the leased premises shall become the sole property of the Landlord.

23. Binding Effect. The terms and provisions of this Lease shall be binding on the parties hereto and their respective heirs, successors, assigns and personal representations.

24. Divisibility. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application such terms or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

25. Commission and Fees. Lessee shall not be obligated to pay any commission or service fees to real estate brokers or other persons for services rendered in securing or negotiating the execution of this Lease, and Lessor shall hold Lessee harmless and defend, at Lessor's own expense, against any claims for such commissions or fees.

26. Construction of Lease. Words of any gender used in this Lease shall be held to include any other gender, and words in the singular number shall be held to include the plural, when the sense requires. Wherever used herein, the words "Lessor" and "Lessee" shall be deemed to include the heirs, personal representatives, successors, and assigns of said parties, unless specifically excluded.

27. Complete Agreement. This Lease contains a complete expression of the Agreement between the parties and there are no parties, representations or inducements except as are herein provided.

28. Short Form Lease. This Lease shall not be recorded, but Lessor and Lessee may hereafter execute a short form lease which Lessor and Lessee agree shall be in a form and executed in a manner sufficient to enable it to be recorded in the governmental office in which there would be a recorded deed covering the Premises in accordance with the law of the jurisdiction in which the Premises are located.

29. Notices. Any notices required or permitted hereunder shall be in writing and delivered either in person to the other party or the other party's authorized agent, or by United States certified mail, return receipt requested, postage fully prepaid, to the addresses set forth hereinafter, or to such other address as either party may designate in writing and deliver as herein provided. The current addresses for notices are:

LESSOR: Joseph J. Pazdan
29 Chanticleer Drive
Greenville, South Carolina 29605
and
The Cutchin Company
110 Manly Street
Greenville, South Carolina 29601

LESSEE: Volunteer Capital Corporation
Two Maryland Farms, Suite 100
P. O. Box 184
Brentwood, Tennessee 37027
Attention: Real Estate Department