

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

FILED
GREENVILLE CO. S.C.
JUN 6 10 45 AM '79
DONNIE S. TANKERSLEY
R.M.C.

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OPTION TO LEASE AGREEMENT

1. PARTIES. This agreement is made and entered into as of the 10th day of June, 19 79, by and between N. Elizabeth Haywood Rogers (herein referred to as Grantor), and Wendy's of South Carolina, Inc., a Corporation organized and existing under the laws of the State of South Carolina (herein referred to as Grantee).

2. OPTION TO LEASE. Grantor hereby grants unto Grantee the sale and exclusive right, privilege and option to lease the following described property, to wit:

That certain parcel of property in Greenville County, South Carolina, located on Haywood Road, consisting of approximately .663 acres, adjacent to property owned by Robert A. Coleman, et al.

3. TERM. The term of this option to lease agreement shall commence as of the date above written and shall expire on June 15, 1979, unless renewed as herein provided.

4. DEPOSIT. For and in consideration of a deposit of three thousand dollars (\$3,000.00) paid to Grantor by Grantee this date, Grantor hereby agrees to lease above property to Grantee, at his option when exercised, upon the terms and conditions of the attached lease, which has been duly executed and made a part of this agreement. This deposit is to be held in escrow by ~~Small and Lughtey Real Estate Company as agents for Grantor~~, and is to be applied as a credit toward the first rental payments required in the attached lease; provided, however, that should Grantee fail to exercise his option to lease, said deposit shall be paid to Grantor as full and final payment of liquidated damages.

5. RENEWALS. Beginning on June 15, 1979, and with the payment of five hundred forty-one and 50/100 Dollars (\$541.50) on or before the tenth of each month, Grantee shall have the right to extend this option for four, three-month periods expiring on June 15, 1980. Grantee, at his option, may exercise his option to lease at any time prior to date of expiration. No payments will be required between the exercising of this option and occupancy of the proposed building.

6. TITLE. The Grantor hereby covenants that the title to said property will remain unchanged during the period covered by this option, and that the Grantor owns the fee simple unencumbered title to said property, or has the contractual right to lease said property. Upon the exercise of this option, Grantor agrees to take such steps as may be necessary to remove any restrictions which might prohibit the leasing under the conditions specified in

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