

the attached lease; failing to remove such restrictions, Grantor shall refund all payments and deposits made by Grantee.

7. RIGHT TO ENTER. Throughout the period or any renewals thereof, Grantee, its successors or assigns, shall have the right and privilege to enter upon and inspect said property described herein.

8. NOTICE. This option may be exercised by a notice in writing of intention to lease, mailed to the Grantor or his agent, and construction of the improvements specified in the attached lease shall commence within thirty (30) days of such notice.

9. BINDING. All rights, powers and privileges hereby granted to the Grantee shall pass to its successors and assigns, and shall be binding on the heirs, successors, administrators, executors and assigns of the Grantor.

GRANTOR: N. Elizabeth Haywood Rogers
316 Chapman Road
Greenville, South Carolina 29605

GRANTEE: Wendy's of South Carolina, Inc.
Post Office Box 6378, Station B
Greenville, South Carolina 29606

In witness whereof, the undersigned Grantor has hereunto set his hand and seal this 10th
day of Jan, 19 77.

Witness:

[Signature]
Anne B. Cunningham

By: [Signature] (REAL)
N. Elizabeth Haywood Rogers

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