

51. The submission of this Lease for examination does not constitute an offer to lease, a modification, or option to the leased premises, and this Lease becomes effective as a lease only upon execution and delivery hereof by Lessor and Lessee.

Lessor, in order to protect the benefits of this Lease for the Lessee, may, whenever Lessor deems necessary, record this Lease and abstracts and memorandums thereof, whether required or permitted by law, in whatever States or jurisdiction in which the same is recordable, at Lessee's sole cost and expense (including, but not limited to, the recording fees, taxes and all other costs and expenses of recordation), which Lessee shall pay to Lessor immediately upon such recordation, and further, Lessor shall have such right of recordation notwithstanding any recordation, if any, of this Lease or any abstracts or memorandums thereof by Lessee, or any other act of Lessee.

52. SEE ADDITIONAL PROVISIONS BELOW.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals, in triplicate the day and year first above written.

Signed, sealed and delivered as to Lessor, in the presence of:

Linda Seal

Sealing, Ltd

Martha Jane Raines  
Notary Public  
MY COMMISSION EXPIRES MAY 4 1981

Linda L. Black, Pastress (SEAL)  
LESSOR

Signed, sealed and delivered as to Lessee, in the presence of:

Linda Seal

\_\_\_\_\_  
(SEAL)  
LESSOR

Martha Jane Raines  
Notary Public  
MY COMMISSION EXPIRES MAY 4 1981

Lashley's Sandwich Shoppe (SEAL)  
LESSEE

Signed, sealed and delivered as to Agent, in the presence of:

\_\_\_\_\_

By: Danny L. Lashley, President  
LESSEE

THE FURMAN CO

Martha Jane Raines  
Notary Public  
MY COMMISSION EXPIRES MAY 4 1981

By: Henry Garrison  
Agent

52. ADDITIONAL PROVISIONS

1. Lessee is granted the option to renew this lease for an additional period of four (4) years with all terms and conditions to be the same with the exception of rent which shall be based on the annual price of \$7.00 per square foot.
2. The lessee agrees to pay, each and every month, all excess utilities used within the aforementioned premises as related to the tenants business and as determined by Duke Power. Such excess utilities shall be defined as those utilities used in excess of the normal usage of a retail tenant.
3. Concurrent with the signing of this lease agreement, the Lessee agrees to pay a security deposit in the amount of \$664.08 which shall be refundable upon normal termination of this lease agreement provided all terms and conditions of the lease have been met.
4. The first months rental payment will be due on July 1, 1980.
5. The Lessor agrees that the Lessee may use the Main Street exposed window area for its grand opening; such use shall be two weeks prior to and 2 weeks after tenant's grand opening.
6. Upon termination of the lease, all of the Lessee's restaurant equipment may be removed including sink, counters and other restaurant equipment provided that the premises is left in as good a condition as when it was first leased, normal wear and tear accepted. All other items such as carpet, wall coverings, additional restrooms, etc shall remain.

STATE OF SOUTH CAROLINA, COUNTY OF GREENVILLE

Personally appeared before me Linda Seal and made oath that she saw the within named LESSEE sign, seal and as his agent their act and deliver the within instrument, and that she with Martha Jane Raines witnessed the execution thereof. Sporn to before me, this 27 day of May, A.D., 1980

Laura H. Hegler  
(Seal) Notary Public, SC  
My Commission expires July 3, 1984

Linda Seal  
RECORDED BY ME 1980

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