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2. Wendy's agrees that this Agreement shall inure to the benefit of the successors and assigns of Life of Virginia, and to any purchaser at a foreclosure sale under such mortgage;

3. Life of Virginia agrees that this Agreement shall terminate in all events and be of no further force or effect upon the first to occur of the following:

- a. the expiration of the term of the aforesaid mortgage, i.e.: April 1, 2002; or
- b. the earlier satisfaction of such mortgage by means other than its judicial foreclosure; provided, however, that in the event of the judicial foreclosure of such mortgage this Agreement shall expire on April 1, 2002.

IN WITNESS WHEREOF, we have set our hands and seals this 15th day of December, 1977.

WITNESSES:

[Signature]
[Signature]

WENDY'S OF SOUTH CAROLINA, INC.

By: [Signature]
President

Attest: [Signature]
Secretary

THE LIFE INSURANCE COMPANY OF VIRGINIA

[Signature]
[Signature]

By: [Signature]
Vice President

By: [Signature]
Asst. Sec.

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared before me the undersigned witness who after being duly sworn states that (s)he saw the within named Corporation, Wendy's of South Carolina, Inc., by its duly authorized officer, sign, seal and as its act and deed deliver the within

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