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GREENVILLE CO. S. C.

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DOUGLAS W. WILKINSLEY
RECORDER

BOOK 1140 PAGE 394

LEASE AGREEMENT

ARTICLE 1

PARTIES

Section 1.01. Names and Addresses.

This Lease Agreement is made and entered into as of the 21st day of November, 1979, by and between the parties whose names and addresses are set forth below and who shall hereinafter be referred to by their respective titles "Landlord" and "Tenant", to-wit:

LANDLORD: Name: Bonham Enterprises, Inc.
Address: Post Office Box 996
Greenville, South Carolina 29602

TENANT: Name: Po. Folks, Inc.
Address: Box 4102
Anderson, Sc. 29622.

ARTICLE 2

GRANT AND TERM

Section 2.01. Consideration.

WITNESSETH, that for and in consideration of the rental to be paid by Tenant to Landlord, and the mutual covenants herein contained, the parties agree as follows:

Section 2.02. Description of Commercial Lot.

Landlord leases to Tenant, and Tenant rents from Landlord certain premises (later described) situated on that certain tract of real property located in the City of Greenville, State of South Carolina, which parcel of real property is more particularly described in Exhibit A which is attached hereto and incorporated herein at this point by reference, to have and to hold the same unto said Tenant, together with all appurtenances thereunto appertaining, for the term, upon the conditions, and at the rental set forth below.

The aforesaid parcel or real property, together with the buildings, parking areas, access ways and other improvements thereon, is herein sometimes referred to as the "demised premises and/or leased premises".

Section 2.03. Term.

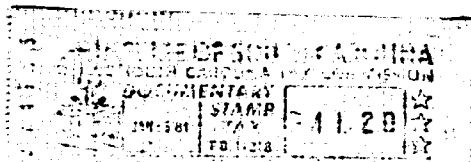
(A) COMMENCEMENT: The term of this Lease and Tenant's obligation to pay rent shall commence December 1, 1979.

(B) EXPIRATION: The original term of this Lease shall expire on the 30th day of September, 1986.

The term "Lease Year" shall mean a period of twelve (12) consecutive full calendar months. The first Lease Year shall begin on the date of commencement of the term if such date of commencement shall occur on the first day of a calendar

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month; if not, then on the first day of the calendar month next following such date of commencement. Each succeeding Lease Year shall commence upon the anniversary date of the first Lease Year.

(C) RENEWAL OPTION: Landlord does hereby grant to Tenant an option to extend the term of this Lease for two (2) successive terms of five (5) years each from the expiration thereof. Tenant shall notify Landlord three (3) months prior to the expiration of the original term of its intention to exercise its option to renew for the next ensuing term. The rental amount for the first and second five (5) year renewal terms shall be adjusted according to the terms of Section 3.01 and 3.01A herein and the amount of said rent, determined according to the provisions of Sections 3.01 and 3.01A shall be confirmed in writing to Tenant upon the payment of the regular base rent plus bonus rent as provided below.

Section 2.04. Warranty of Title and Quiet Possession.

Landlord warrants that it has good title to the within described Commercial Lot and Leased Premises, a good right to lease same to Tenant, and that the same are unencumbered except for current taxes and the following described encumbrance(s) to-wit:

Mortgage to Southern Bank & Trust Co. in the original amount of \$70,000.00 dated November 7, 1974, and recorded in the R.M.C. Office for Greenville County in Mortgage Book 1329 at Page 411.

Landlord further covenants that so long as Tenant shall pay the rental provided herein and shall keep and perform all of the covenants imposed upon Tenant by this Lease, then Landlord will guarantee to Tenant the quiet, peaceful and uninterrupted possession of the Leased Premises, together with the use of the Common Facilities as herein provided.

ARTICLE 3

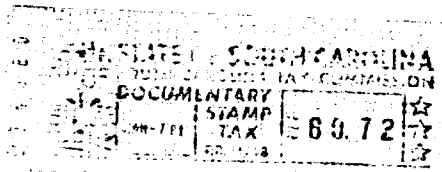
RENT

Section 3.01. Amount of Rent.

For the first three (3) lease year periods of this Lease, Tenant shall pay rental at the rate of Three Thousand and No/100 (\$3,000.00) Dollars per month for a total of Thirty-Six Thousand and No/100 (\$36,000.00) Dollars per annum. Said rental shall be paid in equal monthly installments due on or before the first day of each calendar month during the first three (3) lease years of this Lease, and each renewal term hereof.

Beginning with the fourth Lease Year, the annual rent for the remaining period of the initial prime term shall be Three Thousand Three Hundred and No/100 (\$3,300.00) Dollars per month for a total Thirty-Nine Thousand Six Hundred and No/100 (\$39,600.00) Dollars per annum.

Should the term of this Lease commence on a day other than the first day of the calendar month during which the term begins, the rental due for the fraction month shall be prorated for each day of occupancy. In the event the term of this Lease shall end on a day other than the last day of the month in which the term shall end, the rental due for that fractional month shall be prorated for each day of occupancy.



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Section 3.01A. Overage/Bonus Rent - Renewal Terms.

Beginning with the first five (5) year renewal option and each renewal option thereafter, Tenant agrees and covenants that the Tenant will pay to Landlord 5% of all gross annual sales, income or/and receipts beyond and above Seven Hundred Ninety-Two Thousand and No/100 (\$792,000.00) Dollars. Said bonus rent to be paid on a monthly basis as outlined below. This bonus or overage rent shall be paid in addition to the base monthly rental of Three Thousand Three Hundred and No/100 (\$3,300.00) Dollars per month.

Payments of bonus rent shall be made as follows: Should 5% of the gross monthly sales produced at the demised premises, calculated from the monthly sales tax return to the State of South Carolina, exceed the above guaranteed rental of Three Thousand Three Hundred and No/100 (\$3,300.00) Dollars per month, then, in such event, said monthly rental shall be increased by an amount equal to such excess over the guaranteed monthly rental, and shall be added to the next succeeding monthly payment after said excess, if any has been ascertained. Further, the Tenant agrees to permit at any time full and complete access to all books, records, and receipts pertaining to said operations of this business (with regard to said 5%) by the Landlord, their authorized agents, auditors or anyone they may designate.

Section 3.02. Place of Payment.

Said rent shall be paid to Landlord in the name and at the address following:

Bonham Enterprises, Inc.
 Post Office Box 996
 Greenville, South Carolina 29602

or at such other place as Landlord may from time to time designate in writing. Payment to be made in United States currency and may be made by cash, check or money order.

Section 3.03. Real Estate Taxes.

Tenant covenants that he will pay promptly when due all real estate taxes, ad valorem taxes and assessments on and against the demised premises, sales, personal property or use taxes upon any property purchased and installed by Tenant for the original term and any renewal term.

ARTICLE 4

CONSTRUCTION AND ALTERATION

Section 4.01. Alterations by Tenant.

Tenant agrees not to make any changes, alterations or additions about the Leased Premises without first obtaining the written consent of the Landlord, which consent Landlord agrees shall not be unreasonably withheld, so long as the same shall not decrease the fair market value of the improvements situate upon the demised premises as determined on the date of such changes, improve-

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ments, alterations and additions. Such changes, alterations or additions as are approved shall be made at the expense of the Tenant and at no cost to the Landlord. All such alterations, changes, improvements and additions shall become a part of the Demised Premises.

ARTICLE 5

CONDUCT OF BUSINESS BY TENANT

Section 5.01. Kind of Business.

The business to be conducted in the within Leased Premises is that of a restaurant serving members of the general public.

Section 5.02. Lawful and Moral Uses.

The Leased Premises shall, during the term of this Lease, be used only and exclusively for lawful and moral purposes, and no part of the Leased Premises or improvements thereon shall be used in any manner whatsoever for any purposes in violation of the laws of the United States, or the State, County and City in which same are located.

Section 5.03. Nuisances.

Tenant agrees not to create or allow any nuisance to exist on said Leased Premises, and to abate any nuisance that may arise and for which Tenant is responsible promptly and free of expense of Landlord.

Section 5.04. Zoning.

Landlord covenants that the Leased Premises are properly zoned under the existing laws and ordinances of the State, County and City in which same are located, so as to permit the business use by Tenant contemplated and described in this Lease.

ARTICLE 6

SIGNS: FIXTURES

Section 6.01. Tenant's Signs.

(A) The Tenant may erect a removable sign or signs advertising the Tenant and its business on the outside walls of the Commercial building leased by the Tenant, subject, however, to the approval of Landlord in writing as to the size, type, and location of said sign or signs, which approval Landlord agrees it will not unreasonably withhold, and subject to the approval of any and all necessary governmental agency, whether federal, state or municipal.

(B) Landlord without expense to itself, shall cooperate with the Tenant in securing building and other permits and authority necessary from time to time for any work or installations by the Tenant of such approved sign or signs.

(C) Tenant shall have the right and privilege to erect an exterior, free standing sign on the demised premises near the roadway advertising the tenant; the Landlord shall have the right to approve said sign as to the size, type and location, which approval shall not be unreasonably withheld. The Tenant shall

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bear the entire expense for such sign including the cost of erection and maintenance.

(D) Upon the termination of this Lease and any renewal thereof, all such signs except as described in paragraph (C) of this provision, shall be removed at the cost and expense of Tenant, same to remain the property of Tenant, and the walls or roof of the building where these signs have been hung shall be repaired and left in good condition at the expense of Tenant.

Section 6.02. Title to Improvements and Fixtures.

All improvements, additions and repairs made to the Leased Premises during the term of this Lease shall, at the expiration of same, become the property of Landlord, his heirs or assigns, without additional cost.

It is agreed, however, that all trade fixtures installed by the Tenant or its assigns, shall remain the property of the Tenant, and that Tenant (so long as it shall not be in default under the terms and provision of the within Lease) on termination of this Lease or at any time during the continuance thereof, may remove from said premises such trade fixtures, provided that any damage caused by such removal shall be repaired by Tenant at its own expense and the premises left in good condition, ordinary wear and tear, act of God, or other casualty, excepted. It is specifically understood that trade fixtures shall not include any items installed in or on the demised premises by the Landlord without limitation.

ARTICLE 7

MAINTENANCE OF LEASED PREMISES

Section 7.01. Maintenance by Tenant.

Tenant shall be responsible for all maintenance, repairs and replacements necessary to maintain the Tenant's store in a safe, dry and tenantable condition including all maintenance, repairs and replacements of the plumbing, heating, electrical and/or air conditioning systems and equipment, including those rendered necessary by fire or other casualty covered by the insurance carried by Tenant.

Section 7.02. Maintenance by Landlord.

Landlord shall, at its expense, maintain in good condition and repair, the structural portions of the Leased Premises, the foundations, sub-flooring, outside walls, gutters and down spouts of the Leased Premises, any roof repairs and parking lot repairs.

Section 7.03. Utilities.

Tenant shall promptly pay when due all charges for sewer, electricity, water, gas, garbage fees or any other utilities consumed in the Leased Premises which are regularly billed to Tenant for services rendered, including utility taxes.

Section 7.04. Plate Glass.

Tenant shall, at its expense, promptly replace any plate glass in the Leased Premises which may be broken, except plate glass which may be broken as the result of fire or other casualty covered by the insurance carried in accordance with the terms hereof.

ARTICLE 8INSURANCESection 8.01. Liability Insurance.

Tenant shall keep in force with an insurance company authorized to do business in the State in which the Leased Premises are located, a policy of comprehensive public liability insurance, including property damage, with respect to the Leased Premises, in which the limits of coverage for bodily injury shall not be less than Three Hundred Thousand (\$300,000.00) Dollars per person and Five Hundred Thousand (\$500,000.00) Dollars per accident, and in which the coverage for the property damage shall not be less than Fifty Thousand (\$50,000.00) Dollars per accident. Each category of the limits of coverage as specified in this paragraph shall, in the event the Tenant exercises its option to renew beyond the initial term be doubled to an amount for bodily injury of not less than Six Hundred Thousand (\$600,000.00) Dollars per person, One Million (\$1,000,000.00) Dollars per accident and property damage not less than One Hundred Thousand (\$100,000.00) Dollars. In addition to Tenant, the policy shall also name Landlord as an additional insured at the cost of Tenant. Tenant shall, upon demand, deliver to Landlord from time to time a certificate or other evidence of the maintenance of the aforesaid coverage. The insurance hereinabove required may be covered under a so-called "blanket" policy covering other stores of Tenant and its affiliates.

Section 8.02. Fire Insurance.

Tenant agrees to carry, at its expense, fire and extended coverage insurance on the building which constitutes the demised premises in an amount equal to the full replacement value as determined from time to time, naming Landlord as an insured. Such insurance carried by the Tenant shall cover only the structure itself; and Tenant shall also carry insurance on the contents in said structure without cost to the Landlord. Replacement cost for doors or windows of the demised premises which may be damaged in the course of a burglary shall be borne by the Tenant.

ARTICLE 9ASSIGNMENT: SUBLETTING: ATTORNMENT: NON-DISTURBANCESection 9.01. Assignment - Subletting.

Tenant may assign this Lease or sublet the whole of the demised premises, upon receiving written consent of Landlord, to any party acceptable to Landlord, and Landlord agrees that its acceptance shall not be unreasonably withheld, but if Tenant does so assign or sublet, Tenant shall remain primarily liable and responsible under this Lease. In the event Tenant or its sublessee(s) or assignee(s) should erect an addition or improvements upon the demised premises and in connection therewith finance such buildings and improvements and secure any loan with a first leasehold mortgage encumbering these improvements and its leasehold estate, and as a result thereof any mortgagee should acquire such leasehold estate by foreclosure or otherwise, such mortgagee shall during the period of its ownership thereof become liable to the Landlord for the payment of rent and the performance of the covenants imposed upon the Tenant under this Lease. However, should such mortgagee subsequently transfer or assign its interest so acquired, then upon such transfer or assignment and upon the

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assumption of all obligations of the lease by such transferee or assignee, the mortgagee thereupon automatically shall be released from all further obligations thereunder.

Section 9.02. Attornment and Non-Disturbance.

If there is now or hereafter a trust deed, mortgage or other lien upon the Demised Premises which is or may become paramount to the leasehold interest of Tenant, then Landlord agrees to procure and deliver to Tenant an Attornment and Non-Disturbance Agreement, in a form substantially similar to that attached hereto and identified as Exhibit C, and which is incorporated herein by reference, same to be executed by Landlord and by the owner or holder of the interest which is or may become paramount to Tenant's leasehold interest. Tenant also agrees to execute said Attornment and Non-Disturbance Agreement and to deliver a copy thereof to the Landlord and to the owner or holder of said paramount interest. In the event there is a trust deed, mortgage or other lien on the Leased Premises at the time of the execution of this Lease which is paramount to the leasehold interest of Tenant, then the execution and delivery of the Attornment and Non-Disturbance Agreement referred to herein, within ninety (90) days after the execution and delivery of this Lease, shall constitute a condition of this Lease.

ARTICLE 10

DAMAGE OR DESTRUCTION: CONDEMNATION

Section 10.01. Damage or Destruction of Leased Premises.

Should the building upon the leased premises be totally destroyed by fire or other casualty covered by insurance, or damaged to such an extent as to render it wholly unfit for occupancy under existing building codes and regulations, then this Lease may be cancelled by either of the parties by giving written notice within thirty (30) days after the occurrence of such fire or other casualty. However, if the damage is such that rebuilding or repairs can be completed within one hundred fifty (150) days (it being agreed that if such rebuilding or repairs cannot be cured within said one hundred fifty (150) day period and Landlord commences the rebuilding or repair thereof within such one hundred fifty (150) day period and completes the same with due diligence, such damage shall be deemed rebuilt or repaired within such one hundred fifty (150) day period) and at a cost not to exceed sixty (60%) percent of the fair market value of the building immediately prior to said fire or other casualty (said cost to be determined by estimates or bids to repair or rebuild submitted to the Landlord), then the Landlord covenants and agrees to make such repairs with reasonable promptness and dispatch, to notify the Tenant within thirty (30) days from date of such fire or other casualty of its intention to make said repairs, and to grant to Tenant such a reduction or remission of rent, either in whole or in part, as shall be just and proportionate, and the parties covenant and agree that the terms of this Lease shall not be otherwise affected.

Landlord's election to restore shall not include Tenant's fixtures, merchandise, and improvements.

Notwithstanding anything in this section to the contrary, should damage to Tenant's building occur during the final two (2) years of the current term, then Landlord may terminate this Lease, provided, however, should Tenant have a renewal option remaining, Tenant may defeat Landlord's termination by written notice that it will exercise the next ensuing renewal. Such notice must be mailed to Landlord not more than thirty (30) days after Tenant receives Landlord's written notice of termination.

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Section 10.02. Condemnation.

(A) If twenty (20%) percent of the building constituting part of the Leased Premises as shown on Exhibit A hereto, or if as much or more than twenty (20%) percent of the parking area existing at the time of such condemnation or taking shall be condemned or taken under the power of eminent domain by any lawful authority such that Tenant determines that it may not effectively continue to conduct its business in the Leased Premises, Tenant may, at its option, terminate this Lease by giving notice to the Landlord in writing within thirty (30) days after judgment of the Court or other body ordering such taking and rent and any other payments shall be paid and adjusted as of such date, and Landlord and Tenant shall be released from any further liability hereunder.

(B) If a portion only of the Leased Premises is taken by lawful authority as provided above, and if Tenant does not elect to terminate this Lease as provided in paragraph (A) immediately preceding, then the rental provided for under this Lease shall be reduced as of the date possession shall be taken by the aforesaid condemning authority in the proportion which the actual floor area taken bears to all the floor area demised to the Tenant, and the Landlord shall promptly repair, restore, or rebuild for occupancy by Tenant the portion not so taken. If, during the repair, restoration or rebuilding required, the Leased Premises are not usable for the conduct of Tenant's business, then the Landlord or its contractor shall temporarily have possession and the rental shall be abated justly and proportionately during the period of repair, restoration and rebuilding. All other terms of this Lease shall thereafter remain the same.

(C) In the event a portion of the parking area only shall be taken by eminent domain, Landlord shall have the right to add substitute parking as long as the total parking area with said added parking equals eighty (80%) percent or more of the parking area existing prior to the taking or condemnation. If no additional property is substituted, the monthly rental shall be reduced as provided in paragraph (B) above.

(D) For purposes of computing rent reductions in accordance with Sections 10.02 (B) and (C), it is hereby agreed and understood that seventy (70%) percent of the monthly rent in existence before the taking shall be attributable to the leased building and thirty (30%) percent to that portion of the Leased Premises used for parking.

ARTICLE 11

HOLDING OVER
DELIVERY AT TERMINATION
DEFAULT BY TENANT

Section 11.01. Holding Over.

It is mutually agreed that if Tenant shall hold over and continue in possession of the Leased Premises after expiration of the term of this Lease, or any extension thereof, without any written agreement as to such possession, and Landlord shall acquiesce therein by the acceptance of an additional monthly installment or installments of rental, then Tenant shall be regarded as a Tenant from month to month at a monthly rental, payable in advance, equivalent to the last monthly installment hereunder, and subject to all the other

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terms and provisions of this Lease. Such tenancy may be terminated by either party upon the giving of thirty (30) days notice in writing to the other party.

Section 11.02. Delivery of Possession at Termination.

At the expiration of the term of this Lease or any extension hereof, Tenant shall deliver unto the Landlord the possession of the Leased Premises, cleared of all persons, goods, and things not properly belonging to the same, and in as good order and condition as the same were when received, destruction or damage by fire, storm, act of God, or other casualty, and ordinary wear and tear excepted.

Section 11.03. Default by Tenant.

Any one or more of the following encumbered events is to be deemed and hereafter referred to as a "Default", to-wit:

(a) If the rental or any other charge payable hereunder shall be unpaid on the date payment is required by the terms hereof and shall remain so for a period of 15 days, or

(b) If Tenant fails to perform any of the other terms, conditions or covenants of this Lease to be observed and performed by Tenant for more than thirty (30) days after Landlord gives Tenant notice of such default (it being agreed that if such default cannot be cured within said thirty (30) day period and Tenant commences the rectification thereof within such thirty (30) day period and completes the same with due diligence, such default shall be deemed rectified within such thirty (30) day period, or

(c) If Tenant is adjudicated bankrupt or insolvent, or

(d) If Tenant filed in any court pursuant to any statute, either of the United States or of any State, a petition in bankruptcy or insolvency or for re-organization or arrangement or for the appointment of a receiver or trustee of all or a portion of Tenant's property, or

(e) If any such petition or action is filed or taken against Tenant and the same is not discharged within sixty (60) days from the date of filing thereof, or

(f) If Tenant makes an assignment for the benefit of creditors, or

(g) If Tenant shall suffer this Lease to be taken under any writ or execution, or

(h) If any materialman's, mechanic's or other liens are filed against the demised premises in connection with any improvements, alterations or additions made by Tenant pursuant to Section 4.01 hereinabove and the cost of which is to be paid by Tenant, and Tenant allows such liens to stand against the demised premises and does not secure the discharge of the property from such liens by filing bond pursuant to Section 29-5-110 of the Code of Laws of South Carolina, 1976, or any subsequent statute that might replace same. If Tenant elects to contest said liens and does file bond as described above, there shall be no default pending final determination of such disputed matter.

Section 11.04. Landlord's Remedies Upon Tenant's Default.

In the event of a default as described in Section 11.03 preceding, this Lease shall terminate as completely as if the date of default were the date herein definitely fixed for the expiration of the term of this Lease, and Tenant shall then surrender the leased property to the Landlord. If this Lease shall so terminate, it shall be lawful for the Landlord, at its option, without formal

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demand or notice of any kind, to re-enter the leased property by any means, including force, and to remove the Tenant therefrom without being liable for any damages therefor. Upon the termination of this Lease, as herein provided, the Landlord shall have the right, at its election, to terminate any sub-lease or assignment then in effect without the consent of the sub-lessee or assignee concerned.

The Tenant shall remain liable for all its obligations under this Lease, despite the Landlord's re-entry, and the Landlord may re-rent or use the leased property as agent for the Tenant, if the Landlord so elects. The Tenant waives any legal requirement for notice of intention to re-enter and any right of redemption.

Nothing in this article shall be deemed to require the Landlord to give the Tenant any notice, other than such notice as may be required by statute, prior to the commencement of any action for non-payment of any basic or additional rent.

If the Lease shall terminate as provided in this article, the Landlord shall have the right, at its election at any time, to recover from Tenant the amount by which the rent and charges equivalent to rent reserved herein for the balance of the term shall exceed the reasonable rental value of the leased property for the same period plus any other damages suffered by the Landlord.

ARTICLE 12

MISCELLANEOUS

Section 12.01. Notices.

All notices required to be given under the terms of this Lease shall be in writing and by certified mail addressed:

(a) To Tenant at: *P.O. Box 402 ANDERSON, S.C. 29622*
or such other place as Tenant may from time to time stipulate in writing; and

(b) To Landlord at: Post Office Box 996, Greenville, South Carolina 29602 or to such other place as Landlord may from time to time stipulate in writing to Tenant.

Section 12.02. Notice of Breach of Covenant; Non-Waiver.

In the event of a breach of any of the covenants or terms of this Lease by either of the parties, the other party shall give the breaching party notice thereof and allow thirty (30) days within which to remedy said breach, except that in the case of breach for the failure to pay rent when due, no notice shall be given and only fifteen (15) days shall be allowed within which to remedy said breach. It is further understood and agreed that no waiver of a breach of any of the covenants of this Lease shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

Section 12.03. Entire Agreement.

This Lease and Exhibits and Rider, if any, attached hereto and forming a part hereon, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Leased Premises. Except as herein otherwise expressly provided, no subsequent alteration, amendment, change or addition to this Lease, nor any surrender of the term, shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

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Section 12.04. No Partnership.

Landlord does not in any way or for any purpose become a partner of Tenant in the conduct of its business or otherwise, nor a joint venturer or a member of a joint enterprise with Tenant.

Section 12.05. Force Majeure.

In the event either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental law or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay, and the period for the performance of any act shall be extended for a period equivalent to the period of such delay.

Section 12.06. Lease Effective.

This Lease shall become effective as a binding agreement only upon the execution and delivery thereof by both Landlord and Tenant. If this Lease is signed by one party only and submitted to the other party, then it shall constitute an offer to lease which is subject to revocation at any time prior to execution by the other party and delivery of a fully executed copy (by mail or messenger) to the address of the submitting party shown in Article 1 hereof. Mailed copies shall be considered delivered only upon actual delivery of the document to the address of the party shown in Article 1 hereof, as evidenced by a return receipt, and not by the mere mailing of said document.

Section 12.07. Short Form of Lease.

Upon the request of either party, the other shall join in the execution of a memorandum or "short form" of this Lease for the purpose of recordation.

Section 12.08. Covenants Extended to Heirs and Assigns - Pronouns, Grammatical Changes.

All covenants, conditions, agreements and undertakings in this Lease shall extend to and be binding on the respective heirs, executors, administrators, successors and assigns of the respective parties hereto the same as if they were in every case named and expressed. The terms "Landlord" and "Tenant" wherever used herein shall be construed to mean Landlords and Tenants in all cases where there is more than one Landlord or Tenant, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

Section 12.09. Captions.

The captions of this Lease Agreement are for convenience only and are not a part of this Lease Agreement and do not in any way limit or amplify the terms and provisions of this Lease Agreement.

Section 12.10. Restrictions of Antennas and Machines.

Tenant shall not erect or maintain any radio or television antennas on the roof of the demised premises; shall not erect or maintain any loudspeakers on the demised premises; and shall not allow to be placed or place any children's rides, entertainment machines, vending machines or the like in front of or around the exterior of the demised premises.

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Section 12.11. Access by Landlord.

Landlord and its agents, servants and employees shall have the right to enter the Leased Premises to whatever extent necessary or appropriate to enable Landlord to exercise all of its duties and rights under this Lease.

Section 12.12. Option to Purchase Leased Premises and Right of First Refusal.

In consideration of these presents and the rental herein reserved and agreed to be paid, Landlord does hereby grant to Tenant the irrevocable option to purchase the leased premises and all and singular improvements located thereon for the sum of Three Hundred Fifty Thousand and No/100 (\$350,000.00) Dollars, payable in cash, at any time during the first lease year of this Lease. This option may not be exercised if Tenant is in default of any terms, conditions or covenants contained in this Lease.

Thereafter, the purchase price shall be adjusted upward only by the same percentage increase that shall have taken place in the Consumer Price Index (or if it shall not then be published, any comparable index) for the preceding twelve months. The price as so adjusted shall be the option price for the next Lease Year. This option may only be exercised during the first three (3) lease years of this Lease, and thereafter shall be of no force or effect. The purchase price shall be adjusted once annually at the start of the second and third lease year as herein set forth.

Tenant may exercise this option by giving notice in writing to Landlord of Tenant's intention to so purchase. The purchase shall be closed within ninety (90) days of said notice or Tenant's said option shall be void and of no further force or effect. In the event that Tenant shall so exercise this option, Landlord agrees to furnish, at closing, a general warranty deed with proper stamps affixed, conveying fee simple title to the leased premises from Landlord to Tenant, warranting title to said leased premises to be free and clear of all liens and encumbrances, except existing easements and restrictions of record, zoning ordinances, taxes and assessments, and any encumbrances due to acts of Tenant. ~~Taxes and assessments shall be prorated on the date of the transfer of title on a basis of the last available tax bill for the lease premises.~~ JCK
M/D

In addition to Tenant's option to purchase as set forth hereinabove, should the Landlord, during the lease term, or any extensions thereof, elect to sell all or any portion of the leased premises, the Tenant shall have the right of first refusal to meet any bona fide offer of sale on the same terms and conditions of such offer. Tenant shall be notified in writing of the receipt of such bona fide offer and of the terms and conditions of such offer. Upon the Tenant's failure to meet such bona fide offer within thirty (30) days after notice thereof from the Landlord, the Landlord shall be free to sell the leased premises or such portion thereof to such persons specified in the notice to Tenant in accordance with the terms and conditions of such third person's offer without restriction and free of Tenant's option to purchase the leased premises and right of first refusal as set forth herein.

In the event of a sale to a third person as set forth hereinabove, wherein Tenant failed to exercise its right of first refusal, Tenant's option to purchase and right of first refusal as set forth in this section shall be void and of no further force or effect. In the event of notice to Tenant of receipt of a bona fide offer and if for any reason the sale of the leased premises to such persons

M/D JCK

as specified in the notice is not consummated for any reason, then Tenant's option to purchase, if still applicable, shall remain in full force and effect and Tenant's right of ~~right~~ refusal shall remain in full force and effect.

IN WITNESS WHEREOF, the above named Landlord and Tenant have executed this and 1 other original instruments of identical tenor and date, on the day and year set forth in Article 1 of this Lease.

IN THE PRESENCE OF:

Willie H. Cleveland
Fant Michelson

BONHAM ENTERPRISES, INC.

By: Douglas C. Kerrigan
Its: President
LANDLORD

[Signature]
[Signature]

PO FOLKS, INC.
By: [Signature]
Its: PRESIDENT
TENANT

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw Douglas C. Kerrigan of Bonham Enterprises, Inc. as Landlord, sign, seal and as the act and deed of said corporation, deliver the within written instrument and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

Willie H. Cleveland

SWORN to before me this

521 day of NOV, 1979.

Fant Michelson
Notary Public for South Carolina
My Commission Expires: 12-14-80

(CONTINUED ON NEXT PAGE)

OK

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

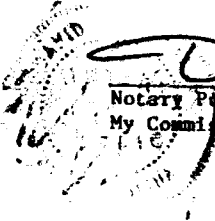
PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw Malcolm Haas of Po. Folks, Inc. as Tenant, sign, seal and as the act and deed of said corporation, deliver the within written instrument and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

[Signature]

SWORN to before me this

21st day of November, 1979.



David D. [Signature]
Notary Public for South Carolina
My Commission Expires: 9/18/87

(CONTINUED ON NEXT PAGE)

DLK

EXHIBIT A

All that piece, parcel or lot of land, in the City and County of Greenville, State of South Carolina, and BEGINNING at an iron pin 200 feet from the northwestern intersection of S. C. Highway 291 and LeGrand Boulevard and running thence along the western side of S. C. Highway 291, S. 26-04 W. 150 feet to an iron pin; thence turning and running N. 63-56 W. 394.2 feet to an iron pin on the eastern side of McAlister Road; thence with said eastern side of McAlister Road, N. 26-47 E. 152.7 feet to an iron pin; thence turning and running S. 63-31 E. 391.9 feet to the point of beginning.

LESS: That parcel sold by Bonham Enterprises, Inc. to the City of Greenville recorded in Deed Book 1075 at Page 369, R.M.C. Office for Greenville County.

ASSIGNMENT OF LEASE

STATE OF GEORGIA:

McDUFFIE COUNTY :

The undersigned Lessee, for value received, does, by these presents, bargain, sell, assign, and set over unto NEUDAI, INC., its successors and assigns, the within written indenture of lease, and all of the estate, right, title, interest, claim, property and demand, of Lessee, of, in, and to the lands, tenements, hereditaments, and premises therein mentioned, which Lessee now has, by means of said indenture, or otherwise; subject, never the less, to the rents and covenants in the said indenture contained.

NEUDAI, INC., by accepting this assignment, shall assure and agree to perform all of the terms, covenants, and conditions of the lease on the part of the Lessee therein named to be performed.

IN WITNESS WHEREOF, Assignor has caused these presents to be signed appropriately on this, the 23rd day of December, 1980.

Signed, sealed and delivered in the presence of:

[Signature]

PO FOLKS, INC.

[Signature]

BY: [Signature]
ITS PRESIDENT , LESSEE

NOTARY PUBLIC
MY COMMISSION EXPIRES: 11-4-81

[Handwritten mark]