

6334 ST. ANDREWS RD.
COLUMBIA, S.C. 29210

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- B. 1. In the event the franchise agreement between Lessee and HHI should ever and for any reason, be terminated, HHI, shall, for thirty (30) days after said termination have the option to become the tenant on the Premises under the same terms and conditions as contained in the LEASE between Landowner and Lessee with the sole exception of the change in lease terms as stated in Paragraph D, hereof.
2. In the event HHI should elect to exercise this option it shall give notice of said election to Landowner, in writing at the following address:
6334 St. Andrews Rd.
Columbia, S.C. 29210
3. Upon receipt of said notice Landowner shall take those steps necessary to terminate its lease with Lessee pursuant to the terms of Paragraph 22, thereof, a copy of said Paragraph 22 being attached hereto marked Exhibit "C" and made a part hereof by reference, and to remove the said Lessee from the Premises and deliver possession of same to HHI.
- C. In the event HHI should elect to exercise the options contained in this Agreement it shall in no way be or become liable for any obligation which Lessee may have incurred. All rents and other similar obligations shall be prorated as of the time "HHI" takes possession of the PREMISES.
- D. HHI shall have no obligation to Landowner unless and until it exercises its option contained herein. In the event HHI should elect to exercise the options contained in this Agreement, it is covenanted and agreed that Paragraph 14(b.) of the LEASE shall be eliminated in its entirety and the following substituted in lieu thereof:
"14(b.). ASSIGNMENT AND SUB-LEASING - Lessor does hereby agree that Lessee may at any time with or without the consent of Lessor, sublease, assign or encumber, its interest, rights, privileges and obligations arising out of this Lease Contract, to any other person or persons. Lessor and Lessee agree that a sub-leasing shall in no way alter or affect the Lessor - Lessee relationship then existing between them and that Sub-Lessee shall be the tenant of the Lessee, and liable directly to Lessee only."
- E. In the event HHI should elect not to exercise its options contained in this Agreement, Landowner does hereby covenant and agree that it shall immediately discontinue or cause to be