



ASSIGNMENT OF LEASE

WITNESSETH: That WOPH DEVELOPMENT, INC., an Ohio corporation, herein called the Assignor, and W/W ACQUISITIONS, INC., an Ohio corporation, herein called the Assignee, in consideration of the agreements and undertakings of the Assignee hereinafter set forth, Assignor hereby sells, assigns, transfers and sets over unto the said Assignee, its successors and assigns, all of its right, title and interest in a certain instrument of Lease (the "Lease") described below.

WHEREAS, in August, 1975, Wendy's of South Carolina, Inc. (now known as Volunteer Capital East, Inc.), as Lessee, entered into the Lease with James C. Dawkins, as Lessor, for the premises (the "Premises") described on Exhibit "A" attached hereto and made a part hereof and commonly known as 3016 Whitehorse Road, City of Greenville, Greenville County, South Carolina; and

WHEREAS, James C. Dawkins transferred all of his right, title and interest to the Premises to Judith Dawkins by virtue of a deed filed for record on June 30, 1976, in Deed Volume 1038, page 912, thereby transferring his interest in the Lease to Judith Dawkins; and

WHEREAS, Robert F. Anderson, as Trustee in Bankruptcy for Judith Dawkins, transferred all right, title and interest to the Premises to Wendy's International, Inc. by virtue of a deed filed for record on June 22, 1979 in Deed Volume 1105, page 313, thereby transferring all interest in the Lease to Wendy's International, Inc.; and

WHEREAS, Wendy's International, Inc. transferred all of its right, title and interest to the Premises to WOPH Development, Inc. by virtue of a deed filed for record on November 19, 1979 in Deed Volume 1115, page 871, thereby transferring its interest in the Lease to WOPH Development, Inc.

NOW, THEREFORE, the Assignor and Assignee agree as follows.

Assignee shall have and hold the Lease from the 30th day of April, 1984, for and during the remainder of the term of said Lease, subject, however to all the conditions, covenants, agreements, options, provisions, terms and rents contained in said Lease.

The Assignor does hereby covenant and agree with the Assignee that the assigned Lease is in full force and effect and the Assignor is the true and lawful owner thereof and has good right to sell, assign, transfer and deliver the same in the manner and form above written.

In consideration of said assignment, the said Assignee, hereby assumes and agrees to keep and perform all of the covenants, agreements and conditions of said Lease on the part of said Lessor thereunder to be kept and performed, and to indemnify and save harmless Assignor from and against all loss and expense by reason of any default of Assignee in respect to said Lease.

IN WITNESS WHEREOF, the said WOPH DEVELOPMENT, INC. and W/W ACQUISITIONS, INC. have caused these presents to be executed as of the 30th day of April, 1984.

IN THE PRESENCE OF:

WOPH DEVELOPMENT, INC.

Linda J. Rogge
Richard J. ...

By: R. Michael Kennedy, Jr.
R. Michael Kennedy, Jr.,
Vice President

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