

4. To Have and To Hold the Leased Premises unto Lessee for a term of 20 years, commencing when Lessee shall have fully completed construction or whenever Lessee shall open for business, whichever shall be the first to occur; and in no event to take more than sixty days (60) from the date of the execution of this Lease Agreement; and ending at 12:00 o'clock midnight on the day preceding the twentieth anniversary of the date of commencement of the term.

5. Lessee will erect on the Leased Premises a building in accordance with the Laurens Road FIN'S Restaurant in Greenville, South Carolina and the plans for said Restaurant. Lessee may, as the work progresses, install trade fixtures and equipment in the building and upon the Leased Premises without being deemed thereby to have taken possession or obligated itself to pay rent.

6. Lessee agrees to pay Lessor during the first five (5) years of the term of this lease Seven Hundred Fifty (\$750.00) per month with a One Thousand Five Hundred (\$1,500.00) payment being made upon the signing of this Lease Agreement with said sum serving as the first two months rent. Lessee agrees to pay Lessor during the second five years of the term of this lease Nine Hundred (\$900.00) per month. Lessee agrees to pay Lessor during the term of the third five year period of this Lease Agreement the sum of One Thousand Eighty (\$1,080.00) per month. Lessee agrees to pay Lessor during the term of the last five years of this Lease Agreement One Thousand Two Hundred Ninety-Six (\$1,296.00) per month. The term of this lease may be extended, at the option of the Lessee, for two (2) successive periods of five (5) years each. The option to extend shall be exercised by the Lessee by giving written notice to the Lessor only if Lessee is not in default hereunder, and only by giving the Lessor written notice of such exercise no more than six (6) months or less than three (3) months prior to the expiration of the then existing term. Such extension shall be on the same terms and conditions herein set forth, except that the rental for the first five-year option period shall be One Thousand Five Hundred Fifty-Five and 20/100 (\$1,550.20) per month and the rental for the last five year option period shall be One Thousand Eight Hundred Sixty-Six and 24/100 (\$1,866.24) per month. Lessee is also hereby granted an option to purchase the subject real estate constituting the Leased Premises at a price of One Hundred Forty-Four Thousand Five Hundred (\$144,500.00) between January 1, 1989, and March 31, 1989; provided said option is exercised in writing and the purchase closed between said dates. Lessee is further granted a sixty-day first refusal option during the first twenty (20) year term of this lease. In the event said option is exercised, Lessor shall deliver to Lessee a general warranty deed with documentary stamps attached, conveying good and marketable title in fee simple subject to no liens and restrictions. The option price, reduced by the amount of existing mortgage, shall be paid by the Lessee concurrently with the conveyance of the Leased Premises by the Lessor. McNair Realty & Development Corp., Inc., its successors and assigns shall receive a fee equal to 6 percent of all rents paid under this lease and the two option periods and/or 10 percent of the sales price if the option to purchase at One Hundred Forty-Four Thousand Five Hundred (\$144,500.00) is exercised.

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