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REAL PROPERTY
PURCHASE AGREEMENT

THIS REAL PROPERTY PURCHASE AGREEMENT (the "Agreement") is made and entered into as of the date of this Agreement determined in accordance with Item 22 of this Agreement, by and between NELL D. WAITE ("Seller") and B & S FOODS REALTY, INC., a Georgia corporation ("Purchaser").

W I T N E S S E T H T H A T :

WHEREAS, Seller desires to sell and Purchaser desires to purchase certain unimproved real property presently owned by Seller situated in Pelham, Alabama, designated "Wendy's Site" containing approximately 52,200 square feet as shown in Exhibit "A" attached hereto and by this reference made a part hereof (the "Property");

NOW, THEREFORE, the parties hereto agree as follows:

1. Notwithstanding anything to the contrary contained herein, Purchaser's obligations hereunder are expressly conditioned upon conveyance of the Property to Purchaser pursuant to the terms of this Agreement simultaneously with (a) conveyance to Purchaser, of a perpetual non-exclusive easement (the "Access Easement") for ingress and egress over, across and upon that certain tract of land contiguous to the west of the Property having dimensions of approximately 300 feet as its east/west boundaries and approximately 50 feet as its north/south boundaries (the "Access Easement Property") and (b) execution and delivery by Seller of a covenant not to compete (the "Covenant") providing that no property owned or controlled, directly or indirectly, by Seller, located within a radius of five hundred feet from any point of the boundary of the Property, shall be leased, sold, used or occupied as a restaurant or food service establishment of any type deriving 25% or more of its gross annual sales from the sale of hamburgers, ground beef products and french fries, including, but not limited to, Burger King, Hardee's and McDonald's or other hamburger-oriented restaurants. The Access Easement shall provide, among other terms, that (a) any median to be constructed separating the east/west ingress and egress from and to Cahaba Valley Road and the Service Road shall provide for a cut allowing access to and from the curb cut to be located on the Property, as provided in subparagraph (b) immediately below (and such median shall be constructed pursuant to plans and specifications reasonably acceptable to Purchaser and containing acceleration and deceleration lanes within the median configuration) and (b) there shall be provided a thirty (30) foot curb cut along the portion of the Property which is contiguous to the Access Easement; such location at the direction of Purchaser. Purchaser or Seller, including their successors in title, shall have the option to

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SHELBY COUNTY CLERK
& TITLE CO., INC.
JAN 11 1984
1000 10TH AVENUE
NASHVILLE, TN 37203

construct an improved roadway within total area of the Access Easement Property. Should Purchaser or Seller, including their successors in title, exercise such option, such roadway shall be constructed within the total area of such roadway and the cost of such roadway shall be shared equally (50/50) between Seller and Purchaser, or their respective successors in title.

It is understood and agreed that upon consummation of the transaction contemplated by this Agreement, Purchaser shall grant to Seller a right of first refusal during the period from closing up to December 31, 1990 to purchase the Property in form approved by Purchaser's legal counsel providing among other things that such right of first refusal shall not apply to any sale or other conveyance of the Property or any portion thereof to any entity affiliated with or related to Purchaser, its successors or assigns, any purchase of the stock of Purchaser, its parent company or affiliates or any liquidation or merger involving Purchaser, its parent or affiliates.

2. Purchase Price. Seller shall sell and transfer the Property to Purchaser and Purchaser shall purchase the Property from Seller and pay to Seller the sum of One Hundred Fifty Thousand and No/100 (\$150,000.00) Dollars (the "Purchase Price"), payable by delivery of a bank cashier's check or other check reasonably acceptable to Seller at closing, reduced by amounts of prorated items provided for herein and all Earnest Money deposited by Purchaser with the Title Company (as hereinafter defined).

3. Closing Costs. Seller's attorneys fees and Alabama deed transfer tax shall be paid by Seller. Purchaser shall be responsible for Purchaser's attorneys fees and all recording fees on recordable documents.

4. Prorations. All ad valorem property taxes shall be prorated as of the date of closing. All special assessments levied against the Property shall be paid in full by Seller on or before closing.

5. Closing. The closing shall be held on or before April 29, 1985 (the "Closing Date") at a time designated by Purchaser, at the office of Charles H. Moses, 4 Office Park Circle, Suite 212, P. O. Box 7627A, Birmingham, Alabama 35253, or at such other place agreed upon by the parties. Seller agrees to deliver possession of the Property to Purchaser at closing in the same condition as it presently exists; provided, however, Seller shall have the right to remove any structure presently located on the Property prior to the Closing Date. All structures not so removed prior to the Closing Date shall become the absolute property of Purchaser. The parties may extend the Closing Date by mutual agreement in writing.

6. Documents Delivered. Seller agrees to execute and deliver to Purchaser at closing a general warranty deed conveying the Property and the Access Easement subject only to the Permitted Exceptions (as hereinafter defined), the Covenant and such other instruments and documents as are reasonably necessary to consummate the purchase and sale contemplated hereby, such as an owner's affidavit and closing statement. The legal descriptions to be included in the conveyance represented by the aforesaid general warranty deed and Access Easement shall be prepared pursuant to a boundary line and topographical survey which Purchaser shall obtain at its expense. The aforesaid survey shall show (i) the location of all easements and utility lines upon the Property, (ii) that utilities, (water, ~~gas~~, telephone and electricity), ~~(are at the property line of)~~ the Property, (iii) the Property is capable of accommodating Purchaser's intended improvements, and (iv) the Property is consistent with Exhibit "A" attached hereto. *available to*

7. Inspections Prior to Closing/Soil Test. Prior to closing, Purchaser may, at Purchaser's cost, directly or through its agents and representatives, enter upon the Property for the purpose of inspection, survey and such other studies as may be necessary or advisable to obtain any permits or approvals, including zoning and building permits. Purchaser does hereby agree to indemnify and hold Seller harmless from any and all damages or injuries which may be occasioned by reason of any entry onto the Property by Purchaser, its representatives and agents.

8. Earnest Money. Within ten (10) days after the complete execution of this Agreement by all parties, Purchaser agrees to deposit with Lawyer's Title Insurance Company or another title insurance company doing business in Alabama designated by Purchaser (the "Title Company") the sum of Five Thousand and No/100 (\$5,000.00) Dollars ("Earnest Money"). The Earnest Money shall be held in escrow to be applied for Purchaser's benefit against the Purchase Price at closing or as otherwise provided by this Agreement.

9. Conditions Precedent. It is understood that Purchaser intends to improve and use the Property for a Wendy's Old Fashion Hamburgers Restaurant. It is therefore specifically agreed that Purchaser's obligations hereunder are conditioned upon (i) Purchaser obtaining from Wendy's International, Inc. its written approval of the Property as a site for a Wendy's Old Fashion Hamburgers Restaurant; (ii) Purchaser obtaining from Restaurant Systems, Inc. its written approval of the Property as a site for a Wendy's Old Fashion Hamburgers Restaurant; (iii) Purchaser's approval of any soil test report it may choose to obtain on the Property; (iv) Purchaser being able to secure, at Purchaser's sole expense, with Seller having no obligation whatsoever, all permits and approvals, including, but not limited to, development, zoning, sanitary facilities and building permits

from appropriate governmental authorities which are required for the construction and operation of a Wendy's Old Fashion Hamburgers Restaurant including a drive around pick-up window on the Property; (v) there being no plat or deed restrictions or other restrictions (or conditions appearing of record or on the survey) or regulations of any lawful authority prohibiting (or affecting adversely) the Access Easement or Purchaser from using or constructing such signs and building as may be required by Wendy's International, Inc. or Restaurant Systems, Inc. or from utilizing the Property for any other lawful purpose; (vi) there being sufficient parking stalls available on the Property; (vii) there being permanent access to and from the Property to significant streets or highways; and (viii) all necessary utilities being available at the property line of the Property and there being a solution acceptable to Purchaser relating to the waste water treatment which will be maintained on the Property. Upon the complete execution of this Agreement, Purchaser shall commence all necessary action to obtain the approvals of Wendy's International, Inc. and Restaurant Systems, Inc. and all such permits and approvals of such governmental authorities. Purchaser shall use its best efforts to obtain the necessary approvals from Wendy's International, Inc. and Restaurant Systems, Inc. and the other permits and approvals described above.

In the event that any of the conditions precedent identified above are not complied with or fulfilled on or before April 1, 1985, then, at the option of Purchaser, this Agreement may be terminated and all Earnest Money paid by Purchaser shall be refunded to Purchaser and neither Purchaser nor Seller shall be obligated to close the transaction contemplated by this Agreement.

10. Title. Purchaser shall obtain an interim title insurance binder with respect to the Property and Access Easement Property showing title in Seller in form required for issuance of an ALTA Form B title insurance policy reasonably acceptable to Purchaser. The binder shall undertake to insure "marketable title fee" and "insurable title" to the Property and easement as to the Access Easement Property in the amount of the Purchase Price upon delivery and recordation of a proper general warranty deed, including granting therein or in a separate document the Access Easement.

"Insurable title" and "marketable title" are defined to mean ownership which, when acquired by Purchaser, will be insurable by the Title Company under its standard Form B ALTA title insurance policy at standard rates, without exception for any matter other than (i) licenses and easements for public utilities serving the Property and (ii) ad valorem taxes not yet due and payable and such other exceptions as Purchaser may approve (the "Permitted Exceptions").

Purchaser shall furnish Seller with a written statement of any defects in title prior to the Closing Date based upon the items shown in the title insurance binder or on the survey. Seller agrees to use its good faith best efforts to promptly cure all such defects in the title. If Seller shall fail to correct such defects within a reasonable time after Purchaser's notification of such defects, then Purchaser shall have the choice of (i) accepting the Property with such legal defects with no adjustment in the Purchase Price or (ii) declining to accept the Property with such defects. If Purchaser shall decline to so accept the Property subject to such defects, Purchaser shall so notify Seller in writing and thereupon this Agreement shall become null and void and without force or effect, all Earnest Money paid by Purchaser shall be promptly refunded to Purchaser and neither party shall have any obligation to the other under this Agreement. The parties agree that the Closing Date shall be extended (not to exceed 90 days) pending the Purchaser's election to accept or reject the Property as aforesaid; provided, however, Purchaser shall notify Seller of its election within a reasonable time after receiving notice that Seller has so failed to correct any such defect. Purchaser reserves the right to object to title matters which occur after the date certified in the aforesaid title insurance binder.

11. Condemnation or Destruction. In the event, at any time between the making of this Agreement and the closing of the purchase and sale or termination of this Agreement pursuant to its terms, all or any portion of the Property is condemned by any legally constituted authority for any public use or purpose or is destroyed or damaged by or for whatever cause, then Purchaser may elect either: (i) to terminate this Agreement, in which event all Earnest Money paid by Purchaser shall be refunded to Purchaser, and the parties hereto shall have no further obligation or liability under this Agreement; or (ii) to receive all proceeds from any condemnation or from the insurer as a result of a casualty and to have the terms of this Agreement remain in full force and effect and binding on the parties hereto, except that the Property shall then consist of the Property less and except any portion thereof taken by condemnation or destroyed. Seller warrants that at the time of execution of this Agreement it is not aware of any condemnation or contemplated condemnation proceeding affecting the Property.

12. Prohibition on Alienation of Property by Seller. Seller agrees that Seller will not sell, convey, assign, pledge, encumber or lease, or contract to sell, convey, assign, pledge, encumber or lease, all or any part of the Property nor restrict the use of all or any part of the Property nor take any action in conflict with this Agreement between the making of this Agreement and the closing of the purchase and sale contemplated hereby or the termination of this Agreement pursuant to its terms.

13. Agreement Assignable by Purchaser. This Agreement may be assigned or transferred by Purchaser at any time provided the assignee agrees to be specifically bound by the terms hereof.

14. Survival of Closing. All warranties, covenants and representations made herein by either Seller or Purchaser shall survive the closing.

15. Seller's Representations and Warranties. Seller represents and warrants to Purchaser that Seller has full authority to execute and deliver this Agreement and to consummate the transaction contemplated hereby.

16. Notices. All notices, requests, demands or other communications hereunder shall be in writing and deemed given when delivered personally or on the third (3rd) business day after mailing in the U.S. mail, by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Seller:

Nell D. Waite
Route #1, Box 478
Cahaba Valley Road
Helena, Alabama 35080
(205)-988-0123

If to Purchaser:

B & S Foods, Realty, Inc.
1640 Powers Ferry Road
Building Two
Marietta, Georgia 30067
Attention: Mr. David Gilbert
(404) 955-1127

With a copy to:

Craig H. Kritzer, Esquire
Altman, Kritzer & Levick, P.C.
6400 Powers Ferry Road, N.W.
Suite 224
Atlanta, Georgia 30339

or to such other address as the parties may from time to time designate by notice in writing to the other parties.

17. Amendment. Neither this Agreement nor any provision hereof may be changed, amended, modified, waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the party against which enforcement of the change, amendment, modification, waiver or discharge is sought.

18. No Brokerage. Seller represents to Purchaser and Purchaser represents to Seller that all negotiations relative to this Agreement and the transaction contemplated hereby have been carried out directly by each party hereto on its own behalf without the intervention of any broker or third party, and that no

party has engaged, consented to or authorized any broker, investment banker or third party to act on its behalf, directly or indirectly as a broker or finder in connection with the transaction contemplated by this Agreement. Seller shall indemnify and hold Purchaser harmless from and against any claim of any broker or finder asserting that he, she or it has dealt with Seller and, therefore, is due a commission as the procuring cause of this transaction. Purchaser shall indemnify and hold Seller harmless from and against any claim of any broker or finder asserting that he, she or it has dealt with Purchaser and, therefore, is due a commission as the procuring cause of this transaction.

19. Default. In the event the purchase and sale is not consummated because of the inability of, or failure or refusal by, Seller to convey the Property in accordance with the terms and conditions provided herein, or because of other fault of Seller or reason provided herein for Purchaser's not consummating this transaction, all Earnest Money delivered in connection with this Agreement shall be returned to Purchaser, without prejudice to any other legal or equitable right or remedy of Purchaser against Seller. In the event the purchase and sale is not consummated because of the default of Purchaser, then the Earnest Money paid hereunder shall be delivered to Seller as full, complete and final liquidated damages. The parties acknowledge that Seller's actual damages in the event of a default by Purchaser hereunder will be difficult or impossible to ascertain, and that such liquidated damages represent the parties' best estimate of such damages. The parties expressly acknowledge that the foregoing liquidated damages are intended not as a penalty, but as full liquidated damages in the event of Purchaser's default and as compensation for Seller's taking the property off the market during the term of this Agreement. Such retention of the Earnest Money shall be the sole and exclusive remedy of Seller by reason of a default by Purchaser hereunder.

20. Entire Agreement. Time is of the essence of this Agreement. This Agreement constitutes the sole and entire agreement of the parties and is binding upon Seller and Purchaser, their respective legal representatives, successors and assigns. This Agreement shall be governed by the laws of the State of Alabama.

21. Effective Date of this Agreement. The date of this Agreement shall be the date it is last executed by Seller or Purchaser.

22. This Agreement has been executed first by Purchaser as a continuing offer to purchase the Property, which offer shall be open for acceptance by the Seller until 5:00 P.M. on January 24, 1985, at which time the offer shall be deemed to be withdrawn if

it has not theretofore been accepted by Seller by delivery of a fully executed copy of this Agreement to Purchaser.

IN WITNESS WHEREOF, Purchaser has caused this Agreement to be executed this 16 day of January, 1985, as an offer to Purchaser upon the terms and conditions contained herein.

PURCHASER:

B & S FOODS REALTY, INC.

By: [Signature]
President

(CORPORATE SEAL)

IN ACCEPTANCE HEREOF, Seller has caused this Agreement to be executed this 11 day of January, 1985, as an acceptance of the foregoing offer to Purchaser.

SELLER:

[Signature] (SEAL)
NELL D. WAITE

STATE OF GEORGIA

COUNTY OF FULTON

I, Patricia S. Mundy, a Notary Public in and for said county in said state, hereby certify that K. B. Wagnon, Jr., whose name as President of B & S Foods Realty, Inc., a Georgia corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation. Given under my hand and seal of office this 16th day of January, A.D. 1985.

[Signature]
Signature and Title

(SEAL)

My Commission Expires: 1988

(SIGNATURES CONTINUED ON NEXT PAGE)

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, STEPHEN J. HENNINGER a NOTARY in and for said county in said state, hereby certify that Nell D. Waite, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily. Given under my hand and seal of office this 21 day of JANUARY, A.D. 1985.

Stephen J. Henninger
Signature and Title

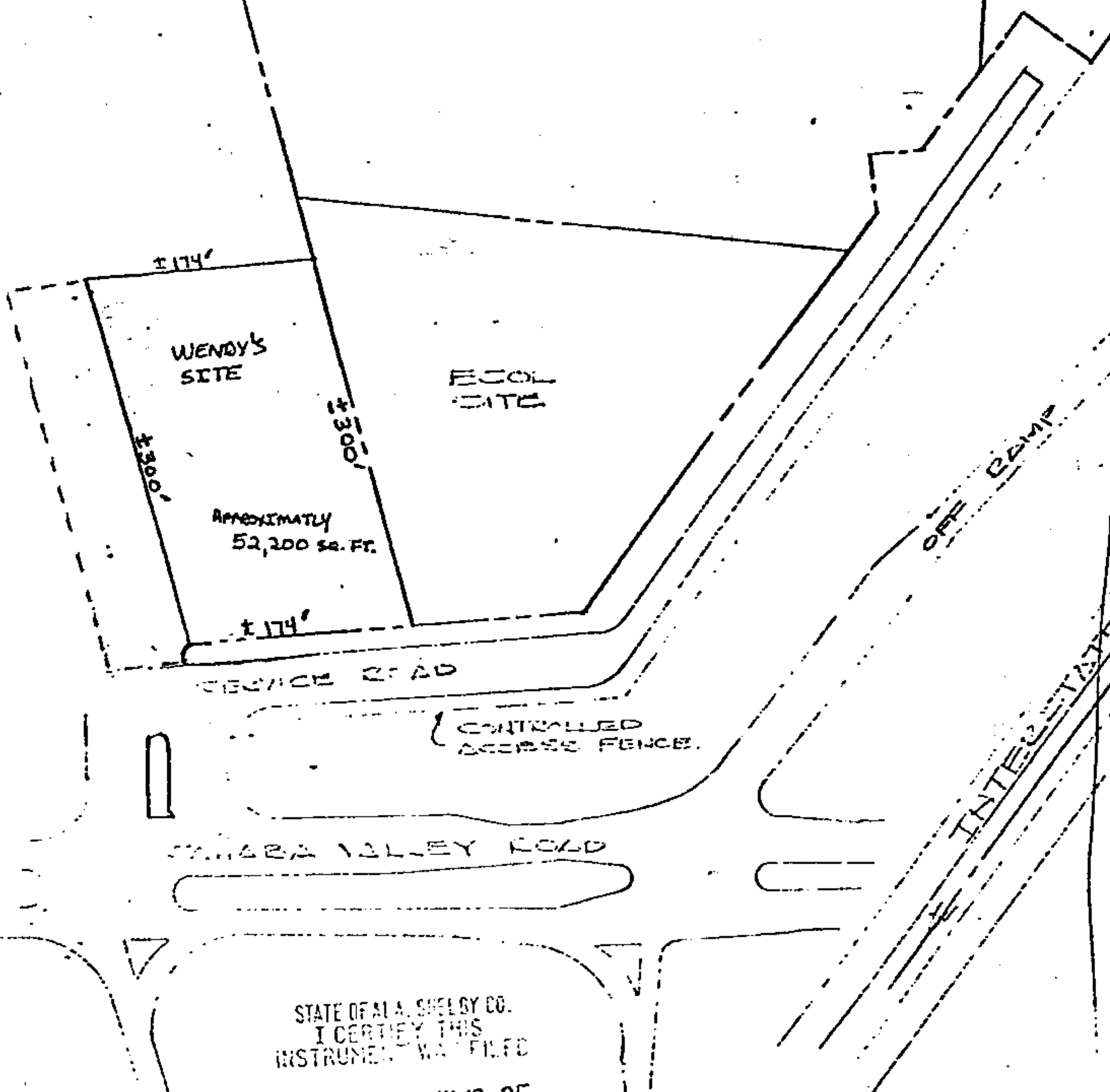
(SEAL)

My Commission Expires: 11-11-1985



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10.71 ± ACRES



STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1985 FEB 21 AM 10:35

Thomas W. Henderson, Jr.
JUDGE OF THE COURT

RECORDING FEES	
Recording Fee	\$ 25.00
Index Fee	1.00
TOTAL	\$ 26.00