

This Lease made and entered into this ^{28th} day of March, 1983 by and between Park Associates, a South Carolina limited partnership (the "Lessor"), whose address is c/o Urban Developers, Inc. Suite 300, 8545 Leesburg Pike, Tyson's Corner, Virginia 22180 and SHONEY'S SOUTH, INC., a Tennessee corporation (the "Lessee"), whose address is 2158 Union Avenue, Memphis, Tennessee 38104.

WITNESSETH:

WHEREAS, the parties hereto have previously entered into a certain Lease Agreement of even date herewith to which Lease Agreement reference is hereby made for all of the terms and conditions thereof as if fully set forth berbatin herein; and

WHEREAS, the parties hereto wish to spread upon the public records certain terms and conditions contained in said Lease Agreement;

Lessor and Lessee acknowledge and agree that Lessor is the owner of a parcel of real estate (the "Land") in the City of Greenville, State of South Carolina described as Lots 1A and 1B, the Attrium at Orchard Park, being all of the property owned by Lessor shall, in fact, construct upon the Land a 155 unit hotel together with a Restaurant, Hotel Office, and the usual ancillary facilities connected therewith such as adequate parking, swimming pool and signs for the advertising of the hotel and restaurant, all in accordance with plans and specifications which are a part of Exhibit "A" attached hereto and made a part hereof.

Lessor and Lessee covenant and agree as follows:

1. PREMISES

1. Lessor, in consideration of the covenants hereinafter made by the Lessee, does hereby lease to Lessee the Restaurant shown on Exhibit A. Lessor shall deliver the Restaurant in so-called "turn-key" condition ready for the installation of Lessee's equipment. Lessor hereby grants to Lessee such easements, over and across the Land, as shall be necessary for Lessee to have all utility services, and for Lessee and those to whom Lessee grants a similar privilege, to have all parking driveways and ingress and egress which Lessee requires and those to whom Lessee grants a similar privilege and for ingress egress to the exterior in the Hotel Offices. It is the intent of the parties to create easements for utilities, parking, driveway, and ingress and egress for the joint use of Lessor and Lessee, their respective heirs, successors, assigns, servants, agents, customers, tenants, and invitees. Lessor and Lessee agree that there will be no barriers of any kind between the Restaurant and the Land and Hotel Office, so that the Restaruant and Land and Hotel Office shall appear to be utilized as one facility, other than interior gates or glass doors or similar barriers which may separate the Restaurant from the Hotel Office during such times as the Restaurant is closed for business. Lessor agrees not to erect any buildings not presently built within 100 feet of the Restaurant without the prior consent of Lessee. The provisions of Article 29 shall likewise apply to the easement granted to Lessee, that is, Lessor shall also provide Lessee with so-called non-disturbance agreements from any prior or subsequent mortgages of the Land.

Lessee shall share equally the cost of a free standing pylon sign at the right front corner of the property. In the event that the Hotel shall cease to be a Shoney's Inn Lessee shall be entitled to place two free standing pylon signs on the Land irrespective of any signs which Lessor may erect and which Lessee may share with Lessor. (X) Lessor shall procure all necessary permits, licenses, and government

(X) said signs will not interfere with lessor's signs.

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