

22. Notices or demands required or permitted by law, or pursuant to any provisions, shall be in writing and delivered either personally or by depositing the same, postage prepaid in the United States mail and addressed as follows: to Lessor at 5 Wimburne Drive Greenville, S.C. 29615, or at such other address as Lessor may designate in writing, and to Lessee at Post Office Box 2321, Greenville, South Carolina 29602, or at such other address as Lessee may designate in writing.

23. It is agreed by the Lessor and Lessee that either will furnish, upon written request, estoppel certificates stating that the Lease is in full force and effect, that there are no defaults by either party, and that the rent is current.

24. Upon commencement of the term of this Lease Agreement, the parties hereto shall execute a memorandum in recordable form specifying the commencement and termination date of the term of this Lease Agreement; provided, however, that the expense of recordation shall be borne by the party desiring to record.

25. In the event of any litigation between the parties hereto to enforce any of the provisions of this Lease Agreement or any right of either party hereto, the unsuccessful party to such litigation agrees to pay to the successful party all costs and expenses, including reasonable attorneys' fees, incurred therein by the successful party, all of which may be included in and as a part of the judgment rendered in such litigation.

26. The covenants and conditions of this Lease Agreement, including the option and right of first refusal granted in Paragraph 6, shall run with the land and bind the parties hereto, their legal representatives, heirs, successors and assigns.

27. This Lease shall be construed under the laws of the State of South Carolina.

28. This Lease Agreement shall be binding upon and shall inure to the benefit of the Lessor and Lessee hereunder and their respective successors in interest and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year first above written.

WITNESSES:

Amelia M. Catman
Way H. Boelma

LESSOR:

John Conits
JOHN CONITS

WITNESSES:

Linda L. Cobb
Wattie J. Morgan

LESSEE:

PROFESSIONAL RESTAURANT-CONSULTANTS, INC.

By Barry L. Finley Pres.
Barry L. Finley, President

(CONTINUED ON NEXT PAGE)