

FILED
GREENVILLE CO. S.C.
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
FEB 21 9 41 AM '84
DONNIE S. TARKERSLEY
R.M.C.

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AMENDMENT TO LEASE RESTRICTIONS

THIS AMENDMENT made this 10th day of February, 1984, by EAST GREENVILLE RESTAURANT, INC. ("Restaurant Company"), a South Carolina corporation, as herein approved by ASSOCIATED HOSTS, INC., ("Hosts"), a Delaware corporation, as Guarantor, the extent of such Guarantee being limited by the terms, covenants and conditions contained in said Guarantee itself, with PARK CENTRAL COMPANY, a South Carolina limited partnership having an office located at 5821 Park Road, Suite 106, Charlotte, North Carolina 28209;

W I T N E S S E T H:

WHEREAS, Restaurant Company leased a tract of land from Lowndes Hill Realty Company by Lease dated August 9, 1977, which Lease was guaranteed by Hosts and is limited by the terms, covenants and conditions thereof, both of which (the Lease and Guarantee) are unrecorded; and

WHEREAS, the aforesaid Lease was amended by Amendment to Lease dated November 8, 1977, and a Memorandum of that Lease is recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1078 at page 8 (as amended the "Subject Lease"); and

WHEREAS, Section 11.1 of the Subject Lease places certain restrictions on property owned at the time of the Lease by Lowndes Hill Realty Company, a portion of which property was conveyed by Lowndes Hill Realty Company to Park Central Company by Deed dated December 21, 1981, and recorded in Book 1159 at page 758 in the RMC Office for Greenville County, South Carolina ("Park Central Property"); and

WHEREAS, as partial consideration for conveyance of a .727 acre tract to Associated Hosts, Inc. of South Carolina (a related corporation to both Hosts and Restaurant Company) by Park Central Company pursuant to Deed dated February 7, 1984, Restaurant Company, with Hosts approval as Guarantor, have agreed to a modification of the restrictions contained in Section 11.1 of the Subject Lease as more specifically hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, Restaurant Company, with the approval of Hosts as Guarantor, all as above described, for itself and its successors and assigns, as tenant under the Subject Lease, do hereby modify and amend the restrictions set forth in Section 11.1 of the Subject Lease to waive any restriction on the Park Central Property that prohibits the sale of

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