

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

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AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT made and entered into the 1 day of April, 1983, by and between McBirts of Greer a General Partnership, as Lessor, and Jewell Owens Helmly, as assignee, as Lessee.

WHEREAS, the parties do intend that the PREMISES be used for the operation of a Huddle House Restaurant Unit and wish to provide for the continuity thereof.

NOW THEREFORE, the Lease Agreement by and between the parties dated the 1 day of April, 1983, the same being the document to which this Amendment is attached is hereby amended by the addition thereto of Paragraph 22 as follows:

"22

Lessor and Lessee do hereby acknowledge the following:

- (a) Lessee shall use the PREMISES for the operation of a Huddle House Restaurant Unit; and
- (b) The restaurant unit which is to be constructed on the PREMISES is to be constructed specifically for use as a Huddle House Restaurant Unit; and
- (c) The use of the PREMISES as a Huddle House Restaurant Unit is basic to and of the essence of this Lease Agreement.

Accordingly, the parties hereto do hereby covenant and agree that should Lessee ever cease to operate a Huddle House Restaurant Unit on the PREMISES or should the franchise agreement between Lessee and Huddle House, Inc., upon which Lessee's right to operate a Huddle House Restaurant Unit on the PREMISES is based, ever, and for any reason, be terminated, such ceasing to operate or such termination shall constitute a default in the terms of this Lease Agreement and give to Lessor the right to cancel and terminate this Lease Agreement."

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