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NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and covenants hereinafter set forth the said Tanner's Big Orange, Inc., Sherwood, Inc., and Lehman A. Moseley and John T. Douglas do hereby agree among themselves as follows:

(1) That the lease agreement described above between Sherwood, Inc. as Lessor and Tanner's Big Orange, Inc. as Lessee be and the same is hereby amended to include Lehman A. Moseley and John T. Douglas as parties thereto in the capacity of Lessors; and Lehman A. Moseley and John T. Douglas do hereby covenant and agree to all of the provisions set forth in said lease agreement and agree that wherever the term "Lessor" appears in said lease agreement it shall apply to them equally with the original Lessor, Sherwood, Inc. and the said Lehman A. Moseley and John T. Douglas do further agree that they will be bound by all of the duties and obligations of the Lessor under said agreement.

(2) That it is further agreed among all of the parties that paragraph 11 of the original lease which begins at the bottom of page 10 and ends on page 11 shall be amended to read as follows:

11. Lessors further agree that they will subordinate their rights and interest in the fee to the demised premises to the lien of a mortgage given to secure a loan obtained or to be obtained by the Lessee in the amount of \$25,000.00 to be used for the construction, equipping and furnishing of the drive-in restaurant to be erected on the demised premises and the Lessors hereby agree that they will join in the execution of such mortgage provided the loan which is secured by said mortgage shall be payable in uniform equal quarterly installments over a ten year period at which time said loan and mortgage is to be paid and satisfied in full. It is understood and agreed by all of the parties hereto that the Lessors shall not incur any personal liability or obligation for the repayment of such loan

(CONTINUED ON NEXT PAGE)