

This lease made and entered into this 20th day of May, 1974, by and between John D. Hollingsworth, of Greenville County, South Carolina, hereinafter called "Landlord", and Benchmark Properties, a limited partnership, organized and existing under the laws of the State of South Carolina, hereinafter called "Tenant",

W I T N E S S E T H :

1. That Landlord is the owner of a tract of land described as follows:

ALL that certain piece, parcel or tract of land situate, lying and being near the City of Greenville, in Greenville County, South Carolina, located on the northeastern side of Laurens Road (U.S. Highway 276), containing 1.15 acres, and having the following metes and bounds according to plat prepared by Webb Surveying and Mapping Co., dated January, 1974, to-wit:

BEGINNING at a point on the northeastern edge of the right-of-way of Laurens Road in the northern boundary line of property owned by Tobie Allen and leased to Exxon, and running thence with the northeastern edge of said road right-of-way N. 40-17 W. 127 feet to a point; thence leaving said right-of-way and running N. 49-43 E. 250 feet to a point; thence S. 40-17 E. 200 feet to a point; thence S. 36-27 W. 149.05 feet to a point in the northern boundary line of Tobie Allen property; thence with the line of said Tobie Allen property N. 84-40 W. 150 feet to the point of beginning.

2. The Landlord hereby leases to the Tenant and the Tenant hereby leases and takes, upon the conditions and covenants hereinafter set out, the above described land together with the restaurant and other improvements to be constructed thereon as hereinafter provided.

3. Tenant shall use and occupy the leased premises for a Hungry Bull Restaurant and for no other purpose unless written consent for some other purpose is given by the Landlord, which consent shall not be unreasonably withheld.

4. To Have and To Hold the leased premises unto Tenant for a term of 15 years, commencing when Tenant shall have fully completed construction or whenever Tenant shall open for business, whichever shall be the first to occur; and ending at 12:00 o'clock midnight on the day preceding the fifteenth anniversary of the date of commencement of the term. When the commencement date and termination date of the lease term have been determined, Landlord and Tenant shall execute, acknowledge, and deliver a written statement thereof in recordable form.

Tenant shall have fully completed construction whenever it has fully completed all work on said premises in accordance with the description of Tenant's work, annexed hereto as "Exhibit A".

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