

## LEASE MODIFICATION AGREEMENT

**THIS LEASE MODIFICATION AGREEMENT** ("Modification Agreement"), made and entered into as of the 22nd day of September 2009, by and between **PR WASHINGTON CROWN LIMITED PARTNERSHIP**, a Pennsylvania limited partnership with offices c/o PREIT Services, LLC, 200 South Broad Street, The Bellevue, Third Floor, Philadelphia, PA 19102 ("Landlord" or "Lessor") and **EATERIES, INC.**, an Oklahoma corporation, d/b/a **GARFIELD'S RESTAURANT & PUB** ("Tenant").

### WITNESSETH:

**WHEREAS**, by instrument dated **June 1, 1999** (together with any and all guarantees, modifications, extensions, renewals, assignments and sublettings thereof collectively the "Lease"), Landlord did lease unto Tenant certain premises in a Shopping Center known as **Washington Crown Center** Located in Washington, PA referred to as Store No. 636, containing approximately **4,750** square feet, to which **Lease** reference is hereby made for all terms and provisions and all terms not herein defined, and,

**WHEREAS**, Landlord and Tenant now desire to modify and amend the Lease to reflect changes.

**NOW THEREFORE**, in consideration of the premises, the promises and covenants of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the **Lease** is hereby modified and amended and the parties mutually agree as follows:

1. The Term of the Lease is hereby extended for a period of three (3) years commencing June 1, 2009 and shall expire on May 31, 2012 (the "Extended Term").

2. Anything to the contrary contained in the Lease notwithstanding and except as is specifically provided for in this Modification Agreement, the Landlord hereby forever waives and relinquishes the right to receive and/or collect from Tenant any and all rents (however that term may be denominated in the Lease) for any period of time prior to June 1, 2009, which the parties agree are in the amount of \$36,229.62("Rental Arrears").

3. Effective as of June 1, 2009 and continuing through May 31, 2012, Tenant shall pay, in lieu of the Minimum Annual Rent, Percentage Rent, Tenant's Operating Costs Charge, Tenant's Marketing Fund/Merchant's Association charge, Taxes and Tenant's Media Fund charge or any other rental charge in the Lease, a monthly percentage rent in the amount of Eight percent (8%) of all Gross Sales made from the Leased Premises (hereinafter "Substitute Rent") payable within twenty (20) days after the last day of each month during the period this provision is in effect, as well as furnishing Landlord at the place then fixed for the payment of rent, a statement signed by Tenant showing Gross Sales for said months and the provisions of the Lease relating to the annual payment of Percentage Rent shall not be operative but all other provisions of this Lease, shall be operative as modified herein. Landlord and Tenant agree that Tenant shall continue to be responsible for all utility charges pursuant to the terms of the Lease.

4. Notwithstanding any recapture or other termination payment provision in the Lease, in the event this Lease is terminated the Landlord waives or shall waive any right to receive and/or collect from Tenant any recapture or other termination payment including but not limited to the reimbursement of any unamortized portion of any construction allowance (but specifically excluding any rent which may be due and owing Landlord at the time of termination). Notwithstanding any provision in the Lease to the contrary, Tenant hereby waives the right to terminate the Lease based upon the volume of Tenant's sales, gross or otherwise, occurring at any time at or in connection with the Leased Premises.

5. At any time during the Term or after the expiration or sooner termination of the Lease, , as the case may be, should Tenant, sell, transfer or otherwise assign the liquor license which Tenant owns for this store location ("License") to an affiliate of Tenant for use at another location leased by the such affiliate, then and in such event only, the Tenant agrees to pay to the Landlord the Rental Arrears provided for in Section 2 hereof; provided, however, that such payment to Landlord shall under no circumstances be in excess of the lesser of (1) the amount paid to Tenant for the transfer of the License or (2) the Rental Arrears. Such payment shall be made to Landlord within thirty (30) days after the Tenant's actual receipt of the payment for the License. The payment to the Landlord pursuant to this Section shall be in addition to any sums that Landlord may otherwise be entitled to upon the sale of the License, if any, pursuant to the Lease; provided, however, that the total payment to Landlord shall under no circumstances be in excess of the amount paid to Tenant for the transfer of the License. Should Tenant, at any time during the Term or after the expiration or sooner termination of the Lease, as the case may be, wish to sell, transfer or otherwise assign the License to a third-party, Tenant shall first offer to Landlord and Landlord shall have the right (but not the obligation) and first opportunity, exercisable within fifteen (15) business days after notice from Tenant, to purchase the License from Tenant for its then fair market value. Notwithstanding anything to the contrary contained herein, Landlord shall have the right (but not the obligation) to pay the fair market value for the License to Tenant by appropriate reduction of the Rental Arrears referred to in section 2 above, and the balance of the fair market value of the License, if any, by Official Bank or Certified check. The provisions of this Section shall survive the expiration or sooner termination of the Lease.

6. This Agreement is expressly conditioned, and shall only become effective, upon the entry of a final, unappealable order of the Bankruptcy Court having jurisdiction over Tenant and its assets authorizing the assumption of the Lease, as modified hereby, pursuant to 11 U.S.C. Section 365(a) ("Assumption Order"), and Tenant agrees to file a motion seeking the entry of an Assumption Order within three (3) business days following the execution and delivery of this Agreement.

Except as hereinabove amended, all terms and conditions of the Lease shall remain unchanged and in full force and effect.

[Remainder of the Page Intentionally Blank]

IN WITNESS WHEREOF, the parties have executed this Lease Modification Agreement as of the day and date first above written.

**LANDLORD:**

(corporate seal)

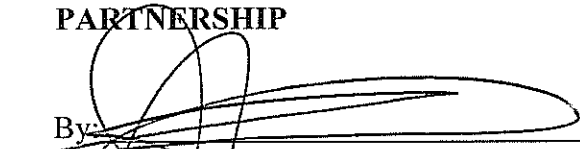
**PREIT SERVICES, LLC Agent for**

**PR WASHINGTON CROWN LIMITED PARTNERSHIP**

WITNESSES:

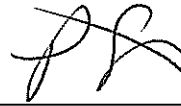
Megan L. White

Megan L. White

By:   
Print Name: Joseph F. Coradino  
President

**TENANT:**

**EATERIES, INC.**, an Oklahoma corporation,  
d/b/a **GARFIELD'S RESTAURANT & PUB**

By:  President  
Print Name: Preston Stockton

WITNESSES:

Erin E. Ward

ERIN E. WARD