

For True Consideration See Affidavit

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LEASE  
(Short Form) OLLIE FARRINGTON  
R.M.C.

THIS LEASE AGREEMENT made and entered into on this 28 day of March 1963, by and between Pleasantburg Shopping Center, Inc., a South Carolina corporation, hereinafter called the lessor and Burger King of South Carolina, Inc., a South Carolina corporation, hereinafter called the lessee, and Florida Restaurants, Inc. and Burger King of Miami, Inc., both Florida corporations with their principal offices at 3051 Coral Way, Miami, Florida, hereinafter called guarantors.

WITNESSETH:

That Lessor, for and in consideration of the execution and delivery of a certain lease agreement bearing the date of March 12, 1963 herein, and the rents and covenants specified to be paid and performed by Lessee, hereby grants demises and leases to Lessee and Lessee does hereby hire and take as Lessee, that certain property situated and lying in Greenville, South Carolina, to wit:

All that certain piece, parcel or lot of land lying and being on the northeasterly side of Liberty Lane and at the northwest corner of Pleasantburg Drive and Liberty Lane, Pleasantburg Shopping Center, Greenville, South Carolina, being the land shown on the plat of survey dated October 2, 1962, and revised February 13, 1963, prepared by Piedmont Engineering Service, a copy of which is attached hereto and made a part of this lease, and a copy of which is also recorded in the RMC Office of Greenville County, South Carolina, in Plat Book "CCC", at Page 53, said lot is a part of the larger tract which is shown in the Greenville County Auditor's Block Book as 266-1-1B, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at a point on the right-of-way of the South Carolina Highway Department on Pleasantburg Drive where S. 55-31 E. intersects said right-of-way and running along the southwesterly side of said right-of-way S. 33-30 W. 41.1', thence continuing along said right-of-way S 27 - 30 W. 103.8'; thence S. 35-46 W. 34.35'; thence N. 88-41 W 32.8'; thence along the northern side of Liberty Lane N. 54-34 W. 23.6'; thence continuing along Liberty Lane N. 32-00 W. 116.5'; thence continuing along Liberty Lane N. 39-56 W. 4.4'; thence N. 34-29 E. 148.2'; thence at a 90 degree angle in an easterly direction S. 55-31 E. 149.7' to the point of beginning.

TO HAVE AND TO HOLD the demised premises for a period of fifteen (15) years upon the terms, covenants and conditions as set forth in said lease agreements. The commencement date to begin on a date either fourteen (14) days after the issuance by the city or the governmental authorities having or claiming jurisdiction of a certificate of occupancy for the said building to be constructed by the Lessor on the demised premises and acceptance of the building by Burger King or upon the date of the opening by lessee for business. Parties agree to execute a supplemental instrument in recordable form setting forth the exact date of commencement when said has been known.

The said Florida Restaurants, Inc. and Burger King of Miami, Inc., the guarantors, for a sufficient consideration receipt of which is hereby acknowledged, joins in this Short Form Lease and the lease agreement above described, and guarantees that the Lessee will pay the rent therein stipulated promptly when due, and further guarantees that the Lessee will carry out and meet every obligation imposed upon it by the terms of the said lease agreement, and that all the obligations of the leases therein will be fully and promptly performed and discharged.

LEHMAN A. MOSELEY, JR., ATTORNEY  
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GREENVILLE, S. C. - PH. 232-5419

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