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STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE

SHORT FORM LEASE

THIS SHORT FORM LEASE made and entered into this 2nd day of October, 1967, by and between Dan Davis Bailey of Columbia, South Carolina, (herein called "Lessor") and Waffle House, Inc., a corporation of DeKalb County, Georgia, (herein called "Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee have entered into a lease dated October 2, 1967 (herein called "the Lease"), whereby Lessor has let and demised to Lessee the following described premises:

Land lying and being at the Northwestern corner of the intersection of Laurens Road (U. S. Highway No. 276) and James Street in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot 12 as shown on a plat of Property of Emma C. Poag, dated June, 1939, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book K at Page 68 and having in the aggregate according to said plat and also according to a more recent plat entitled "Survey for Waffle House", prepared by Carolina Engineering and Surveying Co., dated March 7, 1967, and recorded in the R.M.C. office for Greenville County, South Carolina, in Plat Book QQQ at Page 41, the following metes and bounds: BEGINNING at an iron pin on the Northern side of Laurens Road at the Northwestern corner of Laurens Road and James Street; running thence in a Northern direction along the Western side of James Street a distance of 200 feet to an iron pin; running thence Westward a distance of 70 feet to an iron pin; running thence Southeasterly and parallel to James Street a distance of 200 feet to the Northern side of Laurens Road; running thence Easterly along the Northern side of Laurens Road a distance of 70 feet to the point of

beginning. Subject, however, to that certain Righteof-Way given by Waffle House, Inc. to the South Carolina Highway Department by instrument dated September 8, 1967.

WHEREAS, the parties desire to enter into this Short Form Lease

which is to be recorded in order that third parties may have notice of the Lease, NOW, THEREFORE, in consideration of the provisions and covenants of the Lease, the Lessor hereby leases and demises unto the Lessee and the Lessee hereby hires and rents from the Lessor the above described premises,

for the term commencing October 2, 1967, and ending September 30, 1987.

(Continued on next page)