

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

SHORT FORM MEMORANDUM OF LEASE

THIS SHORT FORM MEMORANDUM OF LEASE made and entered into as hereinafter set forth, by and between Jessie R. Goodnough, a resident of Simpsonville, South Carolina, hereinafter called Lessor and S & H Properties, a general partnership, having its principal place of business in Greenville, South Carolina, hereinafter called Lessee,

W I T N E S S E T H

In consideration of the mutual covenants set forth in the certain Subordinated Ground Lease Agreement dated August 4, 1977 between M. B. Goodnough, Sr. and Jessie R. Goodnough, Landlords, assigned by Caper House, Inc. to S & H Properties by document dated August 10, 1977, the terms and conditions of which are incorporated herein by reference and made a part hereof, the Landlords do lease unto the Tenant the following described property:

ALL that piece, parcel or lot of land, with improvements thereon, situate, lying and being on the northeastern side of North Main Street in the Town of Simpsonville, County of Greenville, State of South Carolina and shown and designated as Lot No. 2 on plat by E. E. Gary, dated February 22, 1946 and according to a more recent survey prepared by Kermit Gould has the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Main Street, 100 feet northwest from College Street and running thence N. 65 E., 169.5 feet along the line of property of Pure Oil Station and line of Lot 3 to a 25 foot alley; thence along alley N. 25 W., 92 feet to an iron pin on Lot No. 2; thence along the joint line of Lots 1 and 2, S. 65 W., 168 feet to an iron pin on Main Street, S. 25 E., 92 feet to the beginning corner.

TO HAVE AND TO HOLD the Demised Premise for the term of fifteen (15) years, commencing on the first day of the calendar month after Lessee opens for business, or, on the first day of the calendar month following expiration of 21 days after the Lessee has been given notice that improvements are ready, all upon the same rents, terms covenants and conditions as more fully set forth in the written Lease Agreement and Addenda thereto referred to above.

Tenant is granted the option to extend the term of this lease for two (2) consecutive and additional terms of five (5) years each.

IN WITNESS WHEREOF, the Landlord and Tenant have caused these presents to be duly executed this the 19th day of December, 1977.

In the Presence of:

James P. Phillips
Ray O. Young

James C. Blahely, Jr.
Ray O. Young

LESSOR:

Jessie R. Goodnough
Jessie R. Goodnough

LESSEE:

S & H PROPERTIES, a general partnership

By: Ray O. Young, Jr.

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