vei 1114 rate 708

STATE OF SOUTH CAROLINA R.M.O. COUNTY OF GREENVILLE)

SHORT FORM LEASE

THIS SHORT FORM LEASE made this ______ day of ______,

1976, between WADE HAMPTON PROPERTIES, INC., a South Carolina Corporation, (hereinafter called "essor"), and KEN'S PIZZA OF SOUTHCAROLINA, INC., a South Carolina Corporation, (hereinafter referred to as "Lessee");

WITNESSETH:

That the Lessor, in consideration of the covenants of the Lessee, does hereby lease and demise unto said Lessee, and the Lessee hereby agrees to take and lease from the Lessor for the term hereinafter specified, the following described premises:

All that certain piece, parcel or lot of land, situate, lying, and being on the southeastern side of Wade Hampton Boulevard (U.S. Highway 29), in the County of Greenville, State of South Carolina, being known as Pt. Panel "A" on plat entitled "Survey for Jack E. Shaw", made by Carolina Surveying Co., 9 Sept. 1975, and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the southeastern side of Wade Hampton Boulevard (U.S. Highway 29) at the joint front corner of property of Union Oil Co. of California and instant property and running thence along the said Wade Hampton Boulevard N. 52-26 E. 105 feet to an iron pin; thence along the line of northeastern portion Panel "A" S. 37-34 E. 200 feet to an iron pin; thence S. 52-26 W 105 feet to an iron pin in line of Panel "Y"; thence N. 37-34 W. 200 feet to the point of peginning.

FOR THE LESSEE TO HAVE AND TO HOLD from the date of this Lease and ending fifteen (15) years thereafter.

IT IS UNDERSTOOD AND AGREED that this is a Short Form Lease which is for the rents and upon the terms, covenants and conditions contained in the aforesaid collateral lease agreement executed by the parties hereto and bearing even date herewith, which collateral lease agreement is and shall be a part of this instrument as fully and completely as if the same were set forth herein.

IT IS UNDERSTOOD AND AGREED that the Lessee's right shall be subject to any bona fide mortgage or deed to secure debt, which is now, or may hereafter be, placed upon the premises by the Lessor.

The conditions hereof and of the collateral lease agreement, hereinabove referred to, shall inure to the benefit of and be binding

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