

Lessor and Lessee do hereby acknowledge the following:

(a) Lessee shall use the PREMISES for the operation of a Huddle House Restaurant Unit; and

(b) The restaurant unit which is to be constructed on the PREMISES is to be constructed specifically for use as a Huddle House Restaurant Unit; and

(c) The use of the PREMISES as a Huddle House Restaurant Unit is basic to and of the essence of this Lease Agreement.

Accordingly, the parties hereto do hereby covenant and agree that should Lessee ever cease to operate a Huddle House Restaurant Unit on the PREMISES or should the franchise agreement between Lessee and Huddle House, Inc., upon which Lessee's right to operate a Huddle House Restaurant Unit on the PREMISES is based, ever, and for any reason, be terminated, such ceasing to operate or such termination shall constitute a default in the terms of this Lease Agreement and give to Lessor the right to cancel and terminate this Lease Agreement."

INITIAL

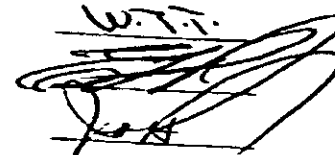
W.T.T.  


Exhibit "C"