

LEASE

This lease made and entered into this 21st day of November, 19 72, by and between FOOD CENTER, INC., a corporation organized under the laws of the State of South Carolina, hereinafter called "Landlord", and Hungry Bull of West Greenville, Inc.

a corporation organized and existing under the laws of the State of South Carolina, hereinafter called "Tenant",

WITNESSETH:

1. That Landlord is the owner of a tract of land described as follows: All that certain piece, parcel or tract of land, situate, lying and being near the City of Greenville in Greenville County, South Carolina, located on the southern side of W. Faris Road and on the western side of a frontage road for Interstate Hwy. 185 and having the following metes and bounds according to plat entitled "Topography for Hughes Real Estate" by Webb Surveying & Mapping Co. dated Sept., 1972, to-wit: BEGINNING at the point of intersection of the westernmost right-of-way for the frontage road for Interstate 185 and the southern right-of-way of W. Faris Road and running thence with the western right-of-way of the frontage road for Interstate 185 S. 22-17 W. 216.8 feet to an iron pin; thence continuing with said frontage road right-of-way S. 18-05 W. 90 feet more or less to an iron pin; thence leaving said road right-of-way and running S. 70-34 W. 85 feet more or less to an iron pin; thence N. 19-26 W. 245 feet more or less to an iron pin on the southern right-of-way of W. Faris Road at the corner of property leased by the landlord to Burger King; thence with the southern right-of-way of W. Faris Road as follows: N. 57-39 E. 20 feet to a point; thence N. 63-07 E. 98.3 feet to a point; thence N. 74-59 E. 100 feet to a point; thence N. 88-34 E. 69.4 feet to the point of beginning; together with any additional land which may be acquired by the landlord between the existing northern boundary line of said premises and* (see below) 2. The Landlord hereby leases to the Tenant and the Tenant hereby leases

the above described and takes, upon the conditions and covenants hereinafter set out, ~~the store premises,~~ land together with the restaurant and other improvements to be constructed thereon ~~as shown on said shopping center plat and shown on the site plan here to attached as~~ as hereinafter provided.

~~the area of the lease to be approximately 100,000 square feet by a depth of xxxxxx feet measured from the corner of all lots to the center line of all streets and the center line of all lots for the grants to Tenant, the new proposed southern right-of-way of the southern area of the shopping center (including driveway, parking areas, driveways, walkways, signs, etc.)~~

3. Tenant shall use and occupy the leased premises for a Hungry Bull Restaurant and for no other purpose.

4. To Have and To Hold the leased premises unto Tenant for a term of 15 years, commencing when ~~landlord~~ Tenant shall have fully completed construction or whenever or on January 1, 1974, Tenant shall open for business/ whichever shall be the first to occur; and ending at 12:00 o'clock midnight on the day preceding the fifteenth anniversary of the date of commencement of the term. When the commencement date and termination date of the lease

*the new proposed southern right-of-way line for W. Faris Road.

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