STATE OF GEORGIA
COUNTY OF DEKALB

After recording please return to preparer:
KENNETH C. GRIM,
Associate General Counsel
HUDDLE HOUSE, INC.
P.O. Box 906
Scottdale, GA 30079
(404) 377-5700

SHORT FORM LEASE

This Short Form Lease Agreement entered into this the day of July, 2001, by and among WESLEY L. BOWDEN, JR. and NORA BOWDEN, as "Lessor", whose address is P.O. Box 145, Sylacauga, AL 35150, ASSOCIATE FOODS, INC., as "Lessee", whose address is P.O. Box 145, , and HUDDLE HOUSE, INC., a Georgia Corporation, as "Optionee", whose address is 2969 East Ponce de Leon Avenue, Decatur, Georgia 30030.

WHEREAS, Lessor and Lessee have entered into a Lease Agreement, dated July / 10 / 2001, (the Lease agreement and any and all amendments and renewals thereto are collectively referred to as the "Lease"); and

WHEREAS, Lessor and Lessee are desirous of restating the terms and conditions of the Lease.

NOW, THEREFORE, for and in consideration of the rents to be paid by Lessee, the covenants and warranties made by Lessor, Ten Dollars (\$10.00), in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor does hereby demise and lease unto the Lessee and Lessee does hereby take and lease from the Lessor the property described on Exhibit "A" attached hereto and made a part hereof by reference for a term which begins on the "Commencement Date", being * the date improvements to the Premises as specified herein are properly and substantially completed and any Certificates of Occupancy required by local governmental authorities have been issued and received. The initial term of the Lease shall end at 11:59 p.m. (15) fifteen years after the last day of the month of the Commencement Date. Lessee has three additional sixty (60) month renewal terms.

All the terms, conditions, provisions and covenants of the Lease are incorporated herein by reference as though written out at length herein, and both the Lease and this Short Form Lease shall be deemed to constitute a single instrument or document. This Short Form Lease is not intended to amend, modify, supplement or supersede any of the provisions of the Lease and, to the extent there may be any conflict or inconsistency between the Lease and this Short Form Lease, the Lease shall control.

07/23/2001-30279
09:35 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 NSB 547.50

First Right of Refusal: Lessee has, under certain conditions, the First Right of Refusal as to the purchase or sale of the Premises.

Non-Disturbance, Subordination and Attornment: The Lease Agreement provides that any security deed or security interest on the Premises shall contain a non-disturbance, subordination and attornment provision and that Lessee's interest in the Premises shall not be subordinate to said security deed or security interest other than pursuant to said non-disturbance, subordination and attornment provision.

Interest of Huddle House, Inc.: Under certain conditions Optionee has the option to become the Lessee on the Premises in place of and with all the rights and obligations of the above named Lessee. The Lessor is obligated to recognize Optionee as Lessee in said event.

IN WITNESS WHEREOF, each individual party hereto has caused his or her hand and seal to be affixed and each corporate, partnership or other legal entity hereto have caused its duly authorized officers, partners, or agents to execute and affix its seal to this instrument on the day and year first above written.

LESSOR

Signed, sealed and delivered and NORA BOWDEN, JR. WESLEY in the presence of: BOWDEN (SEAL) WITNESS:

> (SEAL) NORA BOWDEN

Notary Public, Clayton County, Georgia

Signed, sealed and delivered

in the presence of:

WITNES

NOTARY PUBLIC

ASSOCIATE FOODS, INC., an Alabama corporation

WESLEY

BOWDEN

{CORPORATE SEAL}

totary Public, Clayton County, Georgia

OPTIONEE

Signed, sealed and delivered HUDDLE HOUSE, INC.,

in the presence of:

WITNESS

NOTARY PUBLIC

a Georgia Corporation

BY:

PHILIP M. GREIFELD, President

ATTEST: /lucae

CLAUDIA KOEPPEL LEVITAS, Secretary

{CORPORATE SEAL}

EXHIBIT "A"

The space shown and designated as "Huddle House" on the Site Plan drawing attached hereto and made a part hereof as Exhibit "A-1", being located on a portion of the following described tract of land:

Lot 2, according to the survey of The Shoppes at the Corners, Phase 2, as recorded in Map Book 26, page 89, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

