


After recording please return
to preparer:
ADELE M. VESPA
Assistant General Counsel
HUDDLE HOUSE, INC.
2969 E. Ponce de Leon Avenue
Decatur, GA 30030
(404) 377-5700

STATE OF GEORGIA

COUNTY OF DEKALB


20050202000053030 Pg 1/6 269.00
Shelby Cnty Judge of Probate, AL
02/02/2005 13:49:00 FILED/CERTIFIED

SHORT FORM LEASE

This Short Form Lease Agreement entered into this the 7th
day of ~~November~~ JANUARY, ~~2004~~ 2005, by and among WESLEY L. BOWDEN, JR. AND
NORA BOWDEN, an individual resident of the state of Alabama, as
"**Lessor**", whose address is PO Box 152, Sylacauga, Alabama
35150, TIDE FOODS, INC., an Alabama corporation, as "**Lessee**",
whose address is 40930 U.S. Highway 280 Bypass, Sylacauga,
Alabama 35150, 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 November 30, 2004, (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 June 1, 2004. The initial term of
the Lease shall end at 11:59 p.m. on July 9, 2016. Lessee has
no (0) additional 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.

First Right of Refusal: Intentionally Omitted.

Option: Intentionally Omitted.

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.

[SIGNATURE PAGE FOLLOWS]

LESSOR

Wesley L Bowden Jr (SEAL)
WESLEY L. BOWDEN, JR.

Nora Bowden (SEAL)
NORA BOWDEN

STATE OF ALABAMA

COUNTY OF Talladega

I, Deborah B Rogers, Notary Public in and for said County and State, hereby certify that WESLEY L. BOWDEN, JR. AND NORA BOWDEN, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, he/she executed the same voluntarily.

Given under my hand this 16th day of December, 2004.

My commission expires:

9-5-07

[NOTARY SEAL]

Deborah B Rogers
NOTARY PUBLIC

LESSEE

TIDE FOODS, INC., an Alabama corporation

BY: 
JOHN D. NORTON, President

(CORPORATE SEAL)

STATE OF GEORGIA

COUNTY OF ~~DEKALB~~ Gwinnett


I, Esther Moszkowicz, Notary Public in and for said County and State, hereby certify that JOHN D. NORTON, whose name as President of TIDE FOODS, INC., an Alabama corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 7th day of January 2005 ~~November 2004~~.

My commission expires:

12-9-2007

[NOTARY SEAL]


NOTARY PUBLIC
Esther Moszkowicz

OPTIONEE

HUDDLE HOUSE, INC.

a Georgia corporation

BY: 

PHILIP M. GREIFELD, President

ATTEST: 

CLAUDIA KOEPPLE LEVITAS,
Secretary

(CORPORATE SEAL)

STATE OF GEORGIA

COUNTY OF ~~DEKALB~~ Gwinnett

I, Esther Moszkowicz, Notary Public in and for said County and State, hereby certify that PHILIP M. GREIFELD, whose name as President of HUDDLE HOUSE, INC., a Georgia corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 29th day of December, 2004.

My commission expires:

12-9-2007

[NOTARY SEAL]



NOTARY PUBLIC
ESTHER MOSZKOWICZ

EXHIBIT "A"

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The space shown and designated as "Huddle House" on the Site Plan drwaing 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; beging situated in Shelby county, Alabama.