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FILED  
GREENVILLE CO. S.C.  
FEB 28 3 11 PM '84  
COURT HOUSE  
GREENVILLE

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE ) MEMORANDUM OF LEASE AGREEMENT,  
SUBLEASE AGREEMENT, AGREEMENT AND  
RIGHT OF FIRST REFUSAL

2-23-84

This Memorandum of Lease Agreement, Sublease Agreement, Agreement and Right of First Refusal made and entered into this 23rd day of February, 1984 by and between Paul Banias, hereinafter referred to as Lessor and Kenneth Cosgrove and Sarilla B. Cosgrove, hereinafter referred to as Lessee, and The Pantry, Inc., hereinafter called Sublessor.

WHEREAS, on November 23, 1977 a written Lease Agreement and Addendum was entered into between Paul Banias, Lessor and Caper House, Inc., and on April 2, 1979 an Amendment to Lease Agreement was entered into by said parties and said documents were assigned to The Pantry, Inc. on May 10, 1979 concerning that property owned by Lessor located at Cedar Lane Road in Greenville County, South Carolina as more particularly described on attached Exhibit A.

2-23-84

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WHEREAS, on February 23, 1984, a written Sublease Agreement was entered into between The Pantry, Inc. and Kenneth Cosgrove and Sarilla B. Cosgrove whereby Cosgrove subleased the subject property until April 18, 1988 from The Pantry, Inc..

WHEREAS, Lessor and Lessee herein wish to make provision for the rental of subject property for a period after the expiration of the Sublease Agreement entered into between The Pantry, Inc. and Kenneth Cosgrove and Sarilla B. Cosgrove.

NOW THEREFORE, in consideration of the mutual promises and agreements contained in the Lease Agreement, Sublease Agreement and Agreement entered into between the parties, the Lessee does hereby lease the subject real estate, with improvements thereon, located at Cedar

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(CONTINUED ON NEXT PAGE)

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