FREED

GREENVILLE CO.S.C

CLOUIS CO.S.C

CLOUIS CO.S.C

LORROS C. A. A.CACLEY

H.J.C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

MEMORANDUM OF LEASE

This Memorandum of Lease dated August 15, 1974, by and between Wade Hampton Enterprises, a Limited Partnership, hereinafter referred to as "Lessor" and Ingle's Markets, Inc., a North Carolina corporation, hereinafter referred to as "Lessee",

## WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations and in further consideration of the rents reserved and the covenants and conditions more particularly set forth in a certain Lease Agreement between the Lessor and Lessee dated January 14, 1974, as amended July 5, 1974, the Lessor and the Lessee do hereby covenant, promise and agree as follows:

The Lessor does demise unto the Lessee and the Lessee does take from the Lessor for the term hereinafter provided and any extensions thereof, the following:

A building containing approximately 25,600 square feet together with the land thereunder situate on a tract of land situate, lying and being in the County of Greenville, State of South Carolina, on the northwestern side of Wade Hampton Boulevard in the County of Greenville, State of South Carolina. Said building to be located in approximately the location on said tract as designated as "Food" store on a plat prepared for Wade Hampton Enterprises dated December 17, 1973, prepared by Carolina Engineering & Surveying Co. and recorded in the RMC Office for Greenville County in Plat Book 4Z at Page 99. Together with non-exclusive rights to the use of the common facilities to be built on said tract for parking, drives, etc. The location of said common facilities and buildings on said tract will not necessarily be in the exact locations shown on said plat. The Restaurant has been moved closer to the southwestern side line and other modifications have been made.

The lease term shall commence upon completion of the building which is projected to be on or before May 15, 1975, and shall terminate fifteen (15) years thereafter provided, however, that the Lessee is granted option to renew said lease for three additional periods of five years each provided written notice is given one year prior to the expiration of the original or extended term.

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