STATE OF SOUTH CAROLINA, ) AND SERSE PORANDUM OF LEASE COUNTY OF GREENVILLE.

This Memorandum of Lease dated the 8 day of May, 1981 between Haywood Mall Associates, hereinafter referred to as Lessor, and Continental Cafe & Deli Inc., hereinafter referred to as Lessee.

## $\underline{W}$ $\underline{I}$ $\underline{T}$ $\underline{N}$ $\underline{E}$ $\underline{S}$ $\underline{S}$ $\underline{E}$ $\underline{T}$ $\underline{H}$ :

That for and in consideration of the sum of \$1.00, and other good and valuable consideration and the further consideration of the rents reserved and the covenants and conditions more particularly set forth in that certain Lease Agreement between Lessor and Lessee dated July 11, 1980, Lessor and Lessee do hereby covenant, promise and agree as follows:

- Lessor does demise unto Lessee, and Lessee does take from Lessor, for the term herein provided, and any extension thereof, all that parcel of land situate, lying and being in the County of Greenville, State of South Carolina, being shown and designated as Space No. 1-D3 containing approximately 2390 square feet, such premises being shown and cross hatched on the plat attached to the Lease as referred to as Exhibit "D" and by this reference incorporated herein and being part of the "shopping center" known as Haywood Mall.
- 2. The Lease term shall commence on the date of Lease and ending at midnight on the date of expiration of ten (10) full years from the last day of the calender month in which the "rental commencement date" (as that term is defined in §2.11 of the Lease Agreement) occurs, unless sooner terminated pursuant to the terms of the Lease Agreement.
- 3. The sole purpose of this instrument is to give notice of said Lease and all of its terms, covenants and conditions to the same extent as if said Lease were set forth herein.
- 4. The conditions, covenants and agreements contained in this instrument shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns. All covenants and agreements of this instrument and said

OGU COMPANIES MILLES VCZ

4328 RV-2

STATE OF STA

Page -1-