

MEMORANDUM OF LEASE

PREPARED BY AND AFTER RECORDING RETURN TO:
Smith, Anderson, Blount, Dorsett, Mitchell & Jernigan, L.L.P.
Attn: Francis C. Bagbey, Esq.
Post Office Box 2611
Raleigh, North Carolina 27602-2611

Pantry Store No. 1534
(Formerly Gas Mart Store No.124)
9256 E. Goodman Road
Olive Branch, Mississippi

PK 919-821-1220

STATE OF MISSISSIPPI
COUNTY OF DESOTO

SAYLE OIL COMPANY, INC., a Mississippi corporation ("Landlord"), has leased to **THE PANTRY, INC.**, a Delaware corporation ("Tenant"), a parcel of land in Olive Branch, DeSoto County, Mississippi, described in Exhibit A attached hereto and incorporated herein reference (the "Premises"). Certain provisions of the Lease Agreement dated as of March 27, 2008 (the "Lease") are as set forth below:

1. Landlord's address is:

410 West Main Street
Charleston, Mississippi 38921
Attention: Ike Sayle
2. Tenant's address is:

1801 Douglas Drive (Zip 27330)
Post Office Box 1410
Sanford, North Carolina 27331-1410
Attention: Director of Real Estate.
3. The base term of the Lease shall commence on March 27, 2008 and shall expire on March 31, 2023. There are four (4) five (5) year renewal options.
4. Landlord has granted to Tenant a right of first refusal to purchase the Premises during the term of the Lease, as set forth in the Lease.

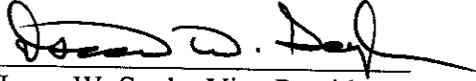
5. The provisions set forth in the Lease and amendments, if any, are hereby incorporated into this Memorandum of Lease by reference and made a part hereof. In the event of conflict between the terms of this Memorandum of Lease and the terms of the Lease or any amendment thereto, the terms of the Lease or the amendment, as the case may be, shall govern.

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IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease as of the 27th day of March, 2008.

LANDLORD:

SAYLE OIL COMPANY, INC.,
a Mississippi corporation

By: 
Isaac W. Sayle, Vice President

STATE OF NC

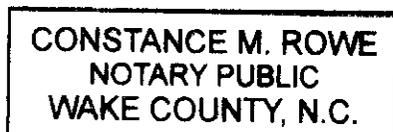
COUNTY OF Wake

Personally appeared before me, the undersigned authority in and for the said county and state, on this 26th day of March, 2008, within my jurisdiction, the within named Isaac W. Sayle, who acknowledged to me that he is the Vice President of **SAYLE OIL COMPANY, INC.**, a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.


Notary Public

My Commission Expires: 7/9/2012

[AFFIX NOTARIAL STAMP OR SEAL]



TENANT:

THE PANTRY, INC.,
a Delaware corporation

By: 

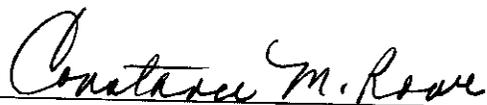
Name: James D. Bosworth

Title: Vice President, Mergers & Acquisitions

STATE OF NORTH CAROLINA

COUNTY OF WAKE

Personally appeared before me, the undersigned authority in and for the said county and state, on this 26th day of March, 2008, within my jurisdiction, the within named James D. Bosworth, who acknowledged that he is Vice President, Mergers & Acquisitions of The Pantry, Inc., a Delaware corporation, and that for and on behalf of said corporation, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.


Notary Public

My Commission Expires: 7/9/2012

[AFFIX NOTARIAL STAMP OR SEAL]

CONSTANCE M. ROWE
NOTARY PUBLIC
WAKE COUNTY, N.C.

EXHIBIT A

Pantry Store No. 1534
(Formerly Gas Mart Store No. 124)
9256 E. Goodman Road
Olive Branch, Mississippi

Beginning at the Southeast corner of Lot 7, Plat Book 16, Page 28, and running thence North 88°31'00" West, for a distance of 285.35 feet to an iron pin; thence run North 00°20'00" West, for a distance of 91.79 feet to a point; thence run North 89°40'00" East, for a distance of 74.94 feet to a point; thence run North 38°41'13" East, for a distance of 66.43 feet to an iron pin; thence run South 48°21'25" East, for a distance of 190.43 feet to an iron pin; thence run South 47°21'34" East, for a distance of 38.73 feet to an iron pin, said pin being the True Point of Beginning.

Land containing 24465.92 sq. ft. and 0.56 acres.

Together with and subject to easements granted or reserved by Landlord as more particularly described in the Lease.