



20090515000183410 1/4 \$1308.50  
Shelby Cnty Judge of Probate, AL  
05/15/2009 11:19:04 AM FILED/CERT

THIS SPACE FOR USE BY RECORDING OFFICIAL

Prepared by and mail after recording to:

STATE OF ALABAMA

MEMORANDUM OF LAND AND BUILDING  
LEASE AGREEMENT

COUNTY OF SHELBY

THIS MEMORANDUM OF LAND AND BUILDING LEASE AGREEMENT ("Memorandum") is made and entered into this 13<sup>th</sup> day of May, 2009 by and between HILL/GRAY SEVEN, L.L.C., a Florida limited liability company ("Lessor") and BOJANGLES' RESTAURANTS, INC., a Delaware corporation ("Lessee").

WITNESSETH:

Lessor in consideration of the rents reserved that are hereinafter referred to, and of the terms, covenants and conditions on the part of Lessee that are hereinafter mentioned, does hereby demise and lease unto Lessee, and said Lessee does hereby take and hire from Lessor, all of that approximate one (1) acre tract located on the east side of U.S. Highway 31 (a/k/a Pelham Parkway) just south of its intersection with Southgate Estate MHP, in the City of Pelham, County of Shelby, State of Alabama ("Demised Premises"), and as more specifically described on Exhibit A which is made a part hereof, to have and to hold the said real property with the improvements thereon, and the appurtenances thereunto belonging.

TO HAVE AND TO HOLD the Demised Premises, together with the privileges and appurtenances thereunto pertaining for a term of fifteen (15) years pursuant to the terms of that certain LAND AND BUILDING LEASE AGREEMENT between the parties ("Lease Agreement"), upon the rents, terms, covenants and conditions contained in the Lease Agreement, all the provisions thereof being incorporated herein by reference.

Shelby County, AL 05/15/2009

State of Alabama


Deed Tax : \$1288.50

Reference is specifically made to Paragraph 3 of the Lease Agreement, in which Lessor grants to Lessee an option to extend the Lease Agreement for three (3) successive terms of five (5) years each from and after expiration of the initial fifteen (15) year term.


IN TESTIMONY WHEREOF, this Memorandum is executed in duplicate originals, in the manner and form provided by law, as of the day and year first above written.

LESSOR:


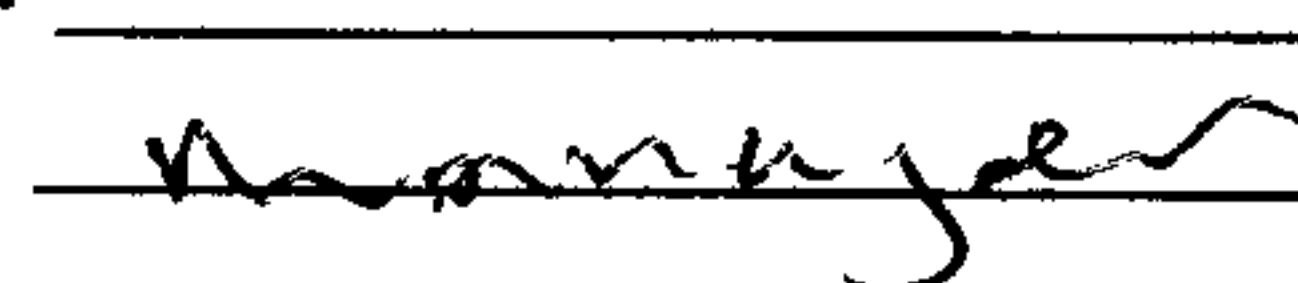
HILL/GRAY SEVEN, L.L.C.



Witness # 1



Witness # 2

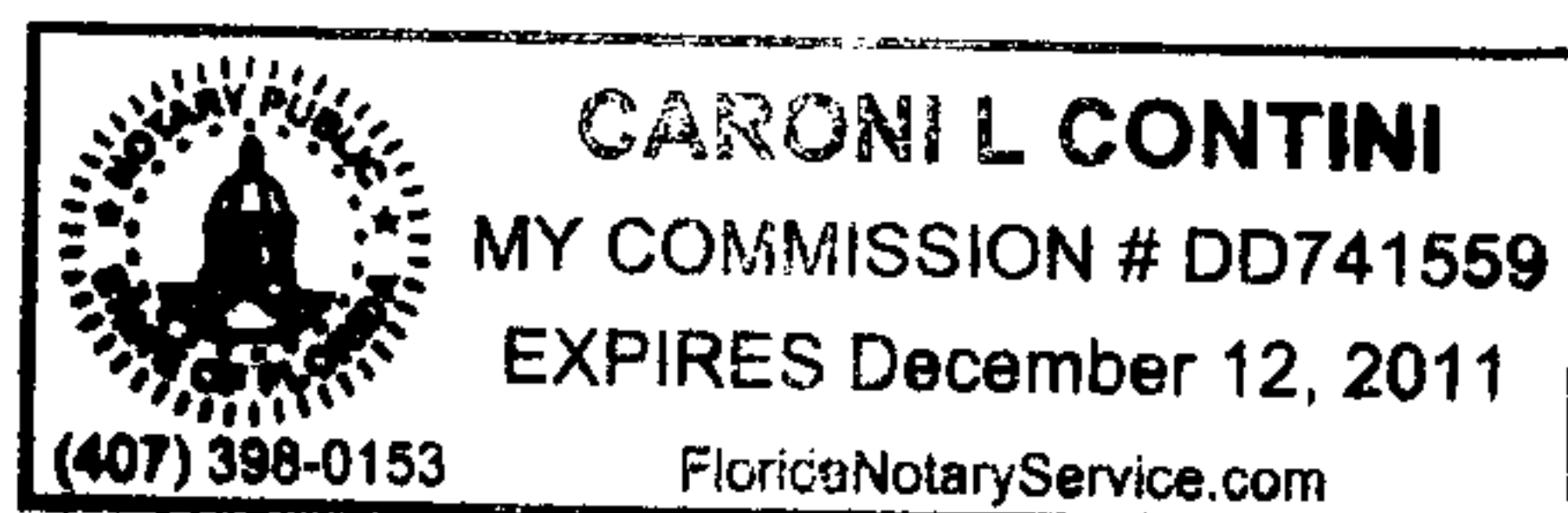
By:  [SEAL]  
Its: 

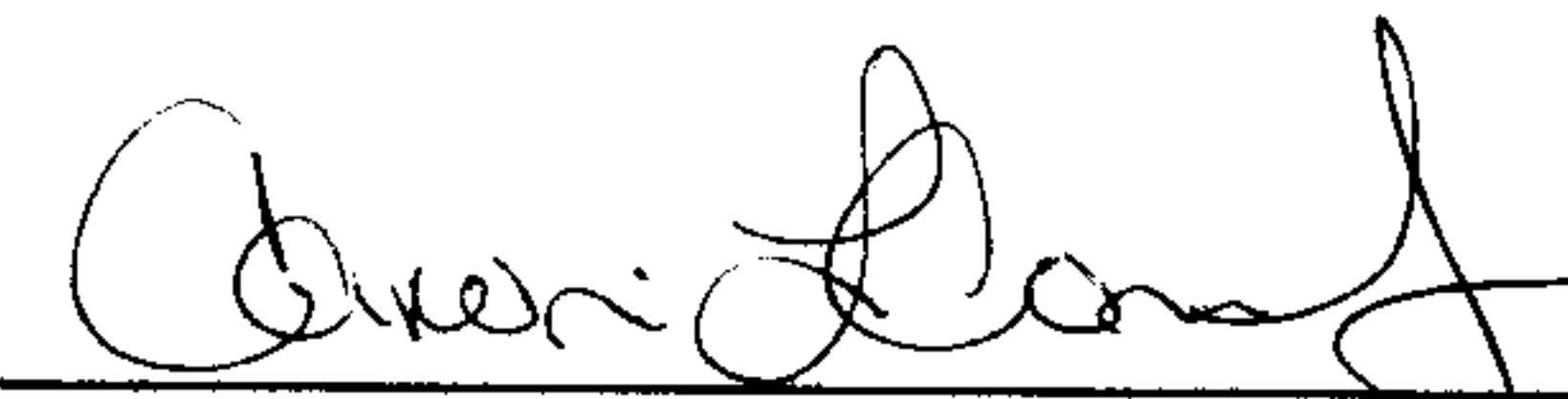
STATE OF Florida

COUNTY OF Orange

I, Caroni L. Contini, a Notary of Orange County, State of Florida, hereby certify that R. Gregg Hill whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand this 6 day of May, A. D. 2009.



  
Style of Officer: \_\_\_\_\_

[Corporate Seal]

LESSEE:

ATTEST:

BOJANGLES' RESTAURANTS, INC.

[Signature]  
Asst. Secretary

By: [Signature] [SEAL]  
Its: Exec. V. President

[Signature]  
Witness # 1

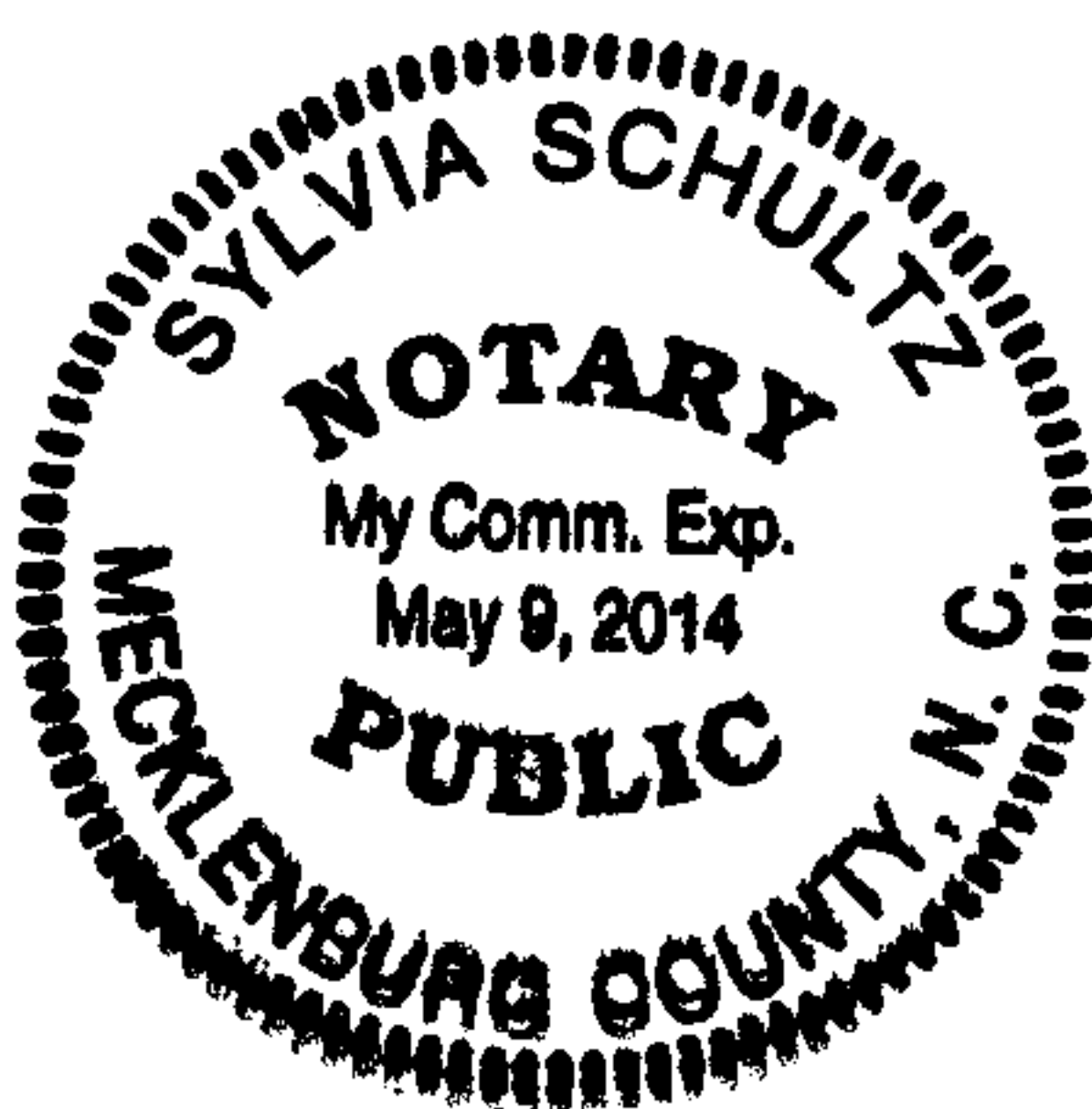
[Signature]  
Witness # 2

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, Sylvia Schultz, a Notary Public of Mecklenburg County, State of North Carolina, hereby certify that Eric M. Newman whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand this 6<sup>th</sup> day of May, A. D. 2009.



[Signature]  
Style of Officer: Notary Public



## **EXHIBIT A**

Lot 3, according to the Final Plat of Circle I Business Complex Phase 2, as recorded in Map Book 38, page 132, in the Probate Office of Shelby County, Alabama.



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