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Shelby Cnty Judge of Probate, AL
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THIS SPACE FOR USE BY RECORDING OFFICIAL

Prepared by and mail after recording to:

BOJANGLES' RESTAURANTS, INC.
Attn: Corporate Counsel
9432 Southern Pine Boulevard
Charlotte, North Carolina 28273
(704) 940-8611 - Telephone

STATE OF ALABAMA

MEMORANDUM OF LAND AND BUILDING
LEASE AGREEMENT AND RIGHT OF FIRST REFUSAL

COUNTY OF SHELBY

THIS MEMORANDUM OF LAND AND BUILDING LEASE AGREEMENT AND RIGHT OF FIRST REFUSAL ("Memorandum") is made and entered into as of the Effective Date (as hereinafter defined) between **EDWIN B. LUMPKIN, JR.** ("Lessor"), and **BOJANGLES' RESTAURANTS, INC.** ("Lessee"). The Effective Date shall mean the date last signed by the parties hereto.

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 certain 0.93-acre tract located on the southwest corner of the intersection of U.S. Highway 31 and Metro Drive, in the City of **Calera**, County of **Shelby**, State of **Alabama** ("Demised Premises"), the legal description of which is attached hereto as Exhibit A and made a part hereof.

TO HAVE AND TO HOLD the Demised Premises, together with the privileges, improvements and appurtenances thereunto pertaining for a term of fifteen (15) years commencing on the date that is the earlier of (a) the date the certificate of occupancy is issued; or (b) 150 days after the expiration of the Permitting Period as defined in 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.

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.

Reference is specifically made to Paragraph 36 of the Lease Agreement, in which Lessor shall not sell the Demised Premises to any third party without first offering the Demised Premises for sale to Lessee on the same terms and conditions proposed to a third party purchaser. Specifically, Lessor shall give Lessee written notice of the terms and conditions of any proposed sale to a third party, including a copy of the third party proposal, and Lessee shall have thirty (30) days after its receipt of the notice within which to accept the proposal. If Lessee fails to accept the proposal within the thirty (30) day period, Lessee shall be deemed to have waived its right to purchase as to that specific sale (but not as to future proposals to sell the Demised Premises).

IN TESTIMONY WHEREOF, this Memorandum is executed in duplicate originals, in the manner and form provided by law, under seal, as of the Effective Date.

LESSOR:

Wade Sturley
Witness # 1

Doris Johnson
Witness # 2

Edwin B. Lumpkin, Jr. [SEAL]
Edwin B. Lumpkin, Jr.

Date: 5/7/12

STATE OF Alabama

COUNTY OF Shelby

I, Dawn Forman, a notary of Shelby County, State of Alabama, hereby certify that EDWIN B. LUMPKIN, JR., 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 7 day of May, A.D. 2012.

Dawn Forman
Style of Officer: _____

NOTARY SEAL



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[Corporate Seal]

LESSEE:

ATTEST:

BOJANGLES' RESTAURANTS, INC.

By: Lorie C Brown [SEAL]
Name: Lorie C Brown
Its: Assistant Secretary

By: Eric M Newman [SEAL]
Name: Eric M. Newman
Its: Executive Vice President

Date: May 2, 2012

Chris Shedrow
Witness # 1

Spencer Schultz
Witness # 2

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, LINDSEY J. NUNNERY, a notary public of Mecklenburg County, State of North Carolina, hereby certify that (i) ERIC M. NEWMAN, whose name as EXECUTIVE VICE PRESIDENT of BOJANGLES' RESTAURANTS, INC., and (ii) Lorie C. Brown, whose name as ASSISTANT SECRETARY of BOJANGLES' RESTAURANTS, INC., is signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand this 2nd day of May, A. D., 2012.

Lindsey J. Nunnery
Style of Officer: Notary Public

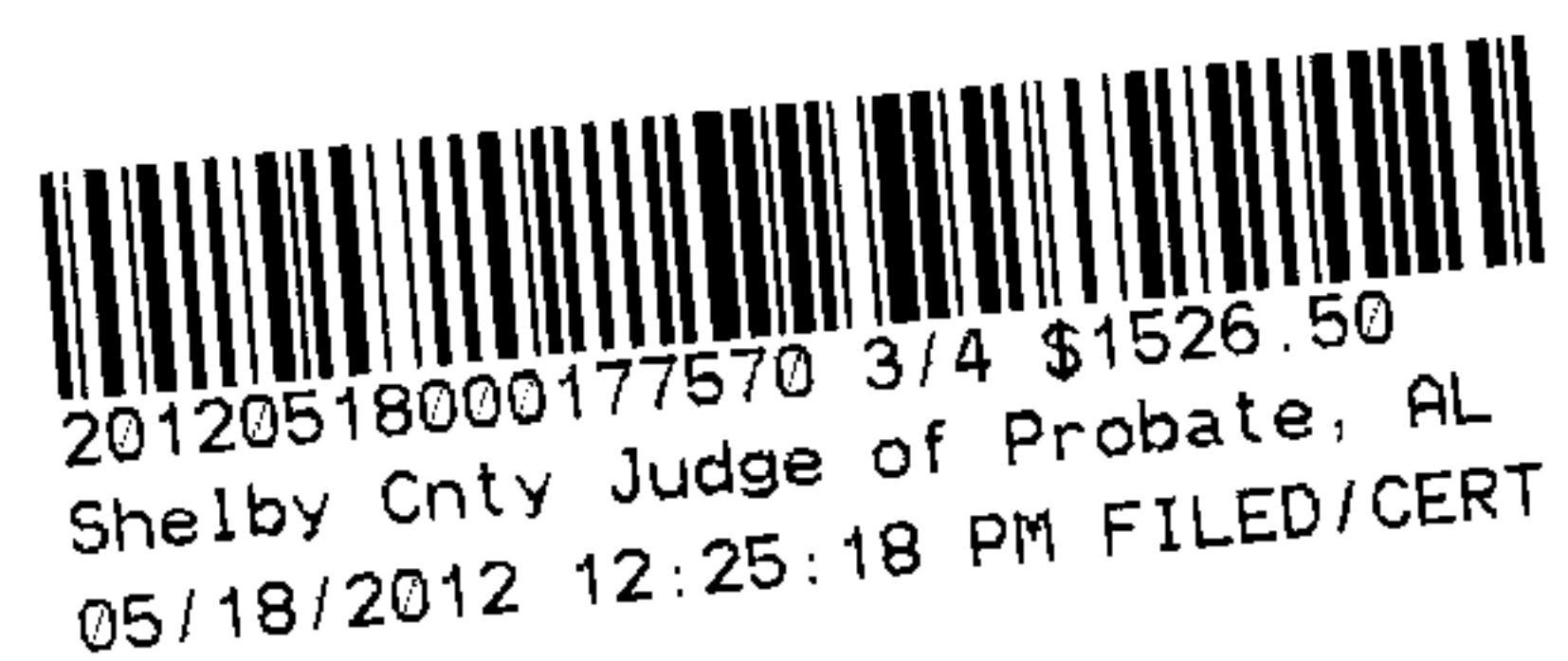
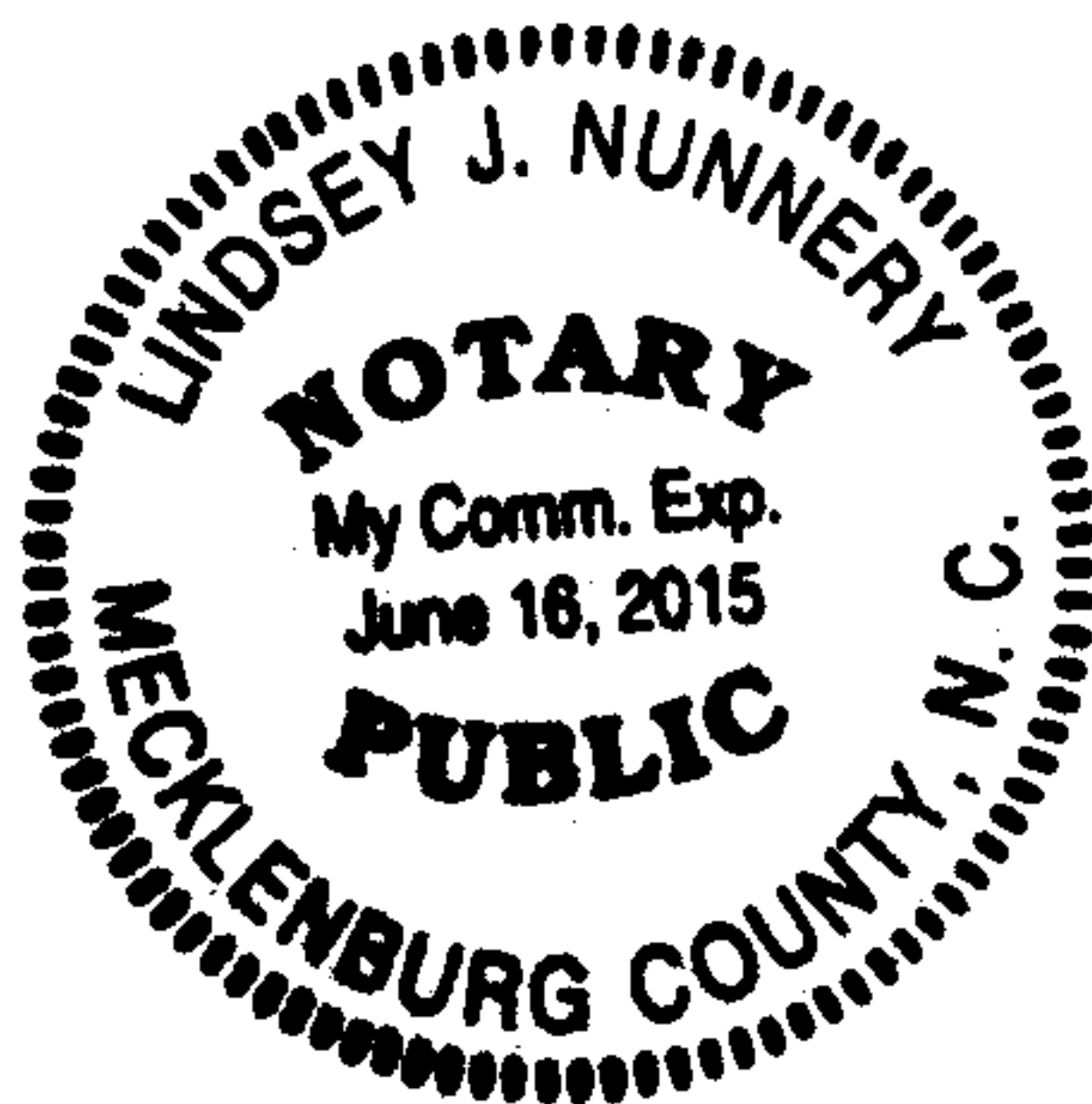



EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

Lot 6-B, according to the Resurvey of Lot 6 Calera Business Park West, as recorded in Map Book 43, Page 1, of the Shelby County Probate Office, Alabama.

Together with all beneficial rights including but not limited to the easements, the covenants and the restrictions, and subject to the terms and conditions, as set forth in that certain Declaration of Easements, Covenants and Restrictions, dated May 7, 2012, and recorded on May 15, 2012, in the Shelby County Probate Office, Alabama at Instrument No. 20120515000172980.


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State of Alabama
Deed Tax:\$1505.50