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RETURN TO:
FNTG
6060 Poplar Avenue, Ste LL37
Memphis, TN 38119
TG # 3885075 *mlg*

Prepared by:
Teresa A. Ehmman, Bob Evans Farms, Inc.
3776 S High Street
Columbus, OH 43207
(614-491-2225)

LIMITED WAIVER OF RIGHT OF FIRST REFUSAL

THIS LIMITED WAIVER OF RIGHT OF FIRST REFUSAL ("Waiver") is made and entered into as of this 31st day of May, 2012 by and between Drury Development Corporation ("Drury"), Bob Evans Farms, Inc., an Ohio corporation ("Bob Evans") and CJT, LLC ("CJT").

The circumstances underlying the execution of this Waiver are as follows:

- A. Drury and Bob Evans entered into an Easement and Restriction Agreement ("Agreement") dated October 16, 2000, recorded October 23, 2000 in **Book 0381, page 518** of the DeSota County, Mississippi Clerk's Office for the property located at 749 Goodman Road, Horn Lake, Mississippi (the "Property").
- B. Pursuant to Section 6.3 of the Agreement, Drury is granted a right of first refusal to purchase the Property should Bob Evans receive an offer to sell the Property.
- C. Bob Evans is the owner of the Property and has entered into a Contract for Sale of Real Estate ("Contract") with CJT, LLC, or designated assignee, for the sale of the Property, a true and complete copy of which is attached hereto and incorporated herein as Exhibit A.
- D. Drury is willing to waive its right of first refusal on the terms and conditions set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Drury hereby waives its right of first refusal only with respect to the conveyance from Bob Evans to CJT, or designated assignee pursuant to the Contract.
2. Upon the sale of the Property to CJT, Bob Evans shall have no further liability hereunder except to the extent such liability arose during Bob Evans' ownership and CJT shall be bound by the easements, covenants and restrictions set forth in the Agreement.
3. Drury retains the right to exercise its right of first refusal with respect to any other subsequent events triggering such right of first refusal.

Drury hereby represents and warrants to Bob Evans and CJT, that Drury has not assigned, pledged, conveyed or transferred all or any of its right, title or interest in the right of first refusal and that no other person or party has a right to exercise any of the rights or privileges afforded by the right of first refusal.

Chicago Title

Bob Evans and CJT represent and warrant to Drury that the Contract has not been modified or amended and will not be modified or amended prior to closing without Drury's consent.

DRURY DEVELOPMENT CORPORATION,
a Missouri corporation

By: [Signature]

Its: President

Date: May 9, 2012

BOB EVANS FARMS, INC.,
an Ohio corporation

By: [Signature]

Its: Senior Vice President

Date: May 31, 2012

CJT, LLC

By: [Signature]

Its: President

Date: MAY 16, 2012

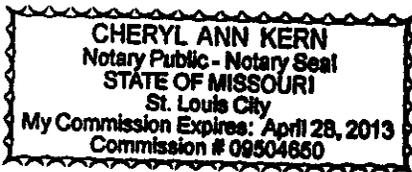
**APPROVED BY
BOB EVANS FARMS
LEGAL DEPARTMENT**

[Signature]

STATE OF MISSOURI,
COUNTY OF ST. LOUIS, SS:

The foregoing instrument was acknowledged before me this 9 day of MAY, 2012 by TIMOTHY M. DRURY PRESIDENT of Drury Development Corporation, a Missouri corporation, on behalf of the corporation.

[Signature]
Notary Public



STATE OF OHIO,
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me this 31st day of May, 2012 by Paul C. Bower, Senior Vice President of Bob Evans Farms, Inc., an Ohio corporation, on behalf of the corporation.



TERESA A. EHMANN
Notary Public, State of Ohio
My Commission Expires 11-06-2012

Teresa A. Ehmman
Notary Public

STATE OF Tennessee
COUNTY OF Shelby, SS:

The foregoing instrument was acknowledged before me this 16th day of May, 2012 by Cheril L. Jordan President of CJT, LLC, a(n) limited liability company, on behalf of the company.



Cheri L. Benoit
Notary Public

MS/Horn Lake/Limited Waiver of Right of First Refusal
5.8.12

CONTRACT FOR SALE OF REAL ESTATE**EXHIBIT
A**

BOB EVANS FARMS, INC., an Ohio corporation with its principal office at Columbus, Ohio ("**Seller**"), hereby agrees to sell, and **CJT, LLC, or designated assignee ("**Purchaser**")**, hereby agrees to buy, upon the terms and conditions herein contained, the real estate located at 749 Goodman Road, Horn Lake, Mississippi, and being more particularly described on **Exhibit "A"** attached hereto and incorporated herein, together with all buildings and improvements situated thereon and all of Seller's rights, title and interest in all public ways adjoining the same (collectively the "**Real Estate**").

1. **Deed**. Seller agrees at closing to deliver a recordable limited warranty deed conveying to Purchaser fee simple title to the Real Estate subject only to the Permitted Exceptions described in paragraph 3 below

2. **Purchase Price**. The purchase price to be paid for the Real Estate shall be \$800,000.00.

3. **Seller's Title**. At closing Seller's title to the Real Estate shall be good and marketable and free and clear of all liens and encumbrances, except (a) the lien of real estate taxes not then due and payable, (b) easements, conditions, restrictions and other matters of record, (c) all applicable zoning and building laws, ordinances and regulations; and (d) any other Permitted Exceptions (define below). Within three (3) days of the Effective Date hereof, Purchaser shall order its title commitment through Fidelity National Title Insurance Company, 4111 Executive Parkway, Suite 304, Westerville, Ohio 43081, Attn.: Sherry Phillips (the "**Title Company**"). For a period of sixty (60) days hereafter, Purchaser shall have the right to object in writing to any title matter which would, in Purchaser's judgment, interfere with its proposed development. Title matters which are not so objected to in writing within such sixty (60) day period, together with any agreements referred to herein, shall be "**Permitted Exceptions**" and the deed to be delivered hereunder shall be subject to the same. If Purchaser objects in writing to any title matter within such sixty (60) day period, Seller, at its election, may attempt to remedy or remove such unacceptable matter or may notify Purchaser that it refuses to remedy or remove such matter. If Seller is unable or unwilling to remove or remedy any defects properly objected to within fifteen (15) days from its receipt of notice thereof, Purchaser shall have the right to terminate this agreement and be entitled to a refund of the Earnest Money (as hereinafter defined) in which event this contract shall become null and void and neither party shall have any further rights or obligations hereunder, or to waive such defect and proceed to close, in which event such defect shall become a Permitted Exception.

4. **Taxes, Assessments and Costs**. At closing Seller shall pay all delinquent taxes, penalties and interest then a lien on the Real Estate, both

current and reassessed. All current and unpaid real estate taxes and assessments shall be prorated through the date of closing. The proration of undetermined taxes shall be based on a 365-day year and on the last available tax rate and valuation and shall be final. Purchaser shall be responsible for (a) the costs and expenses of architectural, engineering and other inspection and feasibility studies and reports undertaken by and incidental to Purchaser's inspections, (b) the recording costs of the deed to Purchaser, (c) the cost of survey, (d) the cost of all title fees, including, but not limited to, title search, title commitment and owner's policy, and (e) the documentary stamps and any surtax or surcharge due on the deed of the Real Estate, including, without limitation, any and all transfer tax levied in connection therewith. Seller shall be responsible for (a) the costs necessary to clear title, (b) the recording costs of any instruments by Seller, and (c) payment of the Brokerage Commission defined in paragraph 11 below.

5. **Deed and Other Documents.** Unless provided herein to the contrary, all documents required by this contract shall be in the customary form with the customary terms and provisions for the jurisdiction in which the Real Estate is located and shall be subject to the approval of Seller's and Purchaser's counsel, which approval shall not be unreasonably withheld.

6. **Closing.** Closing shall take place within 15 days after the satisfaction or waiver of the condition set forth in paragraph 8 below.

7. **Purchaser's Access to the Real Estate.** Seller grants to Purchaser, its agents and contractors, the right to enter upon the Real Estate to perform such tests and surveys that Purchaser deems necessary to satisfy itself as to the condition of the Real Estate; provided, such tests and surveys shall be so conducted as not to damage the Real Estate. Purchaser shall forward to Seller copies of any surveys, studies or any other tests performed on the Real Estate promptly upon its receipt thereof. Purchaser shall defend, indemnify and hold Seller harmless from and against all claims and damages of any nature resulting from Purchaser, its agents and contractors entering upon the Real Estate and conducting such tests and surveys.

8. **Purchaser's Right to Terminate.** If, as a result of its various investigations, Purchaser determines that the Real Estate is unacceptable due to physical, structural or other reason within thirty (30) days after the Effective Date hereof and/or due to unsatisfactory environmental report within sixty (60) days after the Effective Date hereof, Purchaser shall have the right by giving Seller written notice ("**Termination Notice**") on or before the date which is sixty (60) after the Effective Date ("**Investigation Expiry Date**") to terminate its obligation to purchase the Real Estate. If the Termination Notice is timely given, the Earnest Money shall be returned to Purchaser and neither party shall have any further liability hereunder. Upon expiration of the Investigation Expiry Date, the Earnest Money, as defined below, shall thereafter be credited toward the

purchase price at Closing, but shall be non-refundable, except in the case of Seller's default. Seller agrees, at Purchaser's sole cost and expense, to cooperate with Purchaser in the pursuit of a right-in/right-out curb cut onto Goodman Road with Governmental Authorities.

10. **Earnest Money.** Purchaser delivers herewith to the Title Company the sum of \$20,000.00 ("**Earnest Money**"), which sum shall be later applied against the purchase price. Purchaser shall have the right to specific performance of this contract. In the event Purchaser defaults hereunder the Earnest Money shall be paid to Seller without in any way releasing or waiving any other rights that Seller may have in law or in equity arising out of this contract including, without limitation, the right to specific performance. If this Contract is terminated for any reason other than Purchaser's default, the Earnest Money shall be returned to Purchaser.

11. **Brokerage Commissions.** Seller agrees to pay the real estate commission in the total amount of 6% of the purchase price in connection with this transaction and to indemnify and save harmless Purchaser from any loss, cost, claim, expense or liability arising as a result of any third party claiming such commission(s). Seller represents that the only real estate broker/salesperson it has dealt with in this transaction is Charlie Oates with Oates Commercial Properties, 5865 Ridgeway Center Parkway, Memphis, Tennessee 38120 (901/763-8050). Purchaser represents that the only real estate broker/salesperson it has dealt with in connection with this transaction is Larry Jensen with Commercial Advisors, LLC, 5101 Wheelis Drive, Suite 300, Memphis, Tennessee 38117 (901/366-6070).

12. **Notices.** Any notices required or permitted under this contract may be delivered personally or may be sent by certified or registered mail, return receipt requested, or prepaid courier service addressed to the addressee at the address, as hereinafter set forth, or at such other address as a party may hereafter furnish in writing to the other parties to this contract. If notices are sent by mail, the date such notices are postmarked shall be deemed the date upon which such notice was given. If a matter is sent by prepaid courier service, the delivery date thereof shall be deemed the date upon which such notice was given.

13. **Warranty.** Seller and Purchaser represent and warrant to each other that each has full capacity, power and authority to enter into and perform this contract according to its provisions.

14. **Nonforeign Affidavit.** Seller represents and warrants to Purchaser that it is not a foreign person (as defined in Section 1445(f)(3) of the Internal Revenue Code of 1954, as amended) and agrees to execute and deliver to Purchaser at closing an Affidavit stating, under penalty of perjury, Seller's United States taxpayer identification number and that Seller is not a foreign

person as so defined.

15. **Tax Free Exchange.** Purchaser and Seller acknowledge that either party may wish to use the Real Estate as a part of a tax free exchange of property with a third party in accordance with Section 1031 of the Internal Revenue Code (or similar statute). In the event either party elects to complete such a tax free exchange, the other party shall cooperate in accomplishing such exchange, including, without limitation, the execution of purchase contracts, assignments and such other documentation that would be reasonably required to complete such exchange. The party desiring such exchange shall pay any additional transfer taxes, recording fees or similar closing costs resulting from such exchange. In no event shall either party be required to acquire title to any exchange property or to undertake any obligations in connection with such exchange after the date of closing hereunder.

16. **Successors in Interest.** This contract shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

17. **No Warranty.** Except as expressly set forth herein, Seller makes no representation or warranty of any nature about the condition of the Real Estate or its fitness of any particular purpose. Purchaser acknowledges that the Real Estate is being sold "as-is" and "with all faults" as of the date of closing.

18. **Miscellaneous.** This document including all attachments fully set forth all agreements and understandings of the parties to this contract with respect to the subject matter hereof. All provisions of this contract shall survive the closing. Whenever used herein, the singular shall include the plural, the plural the singular and any gender shall include all genders. Captions to the provisions of this contract are intended and used solely for purposes of identification and do not limit or enlarge upon the written provisions of this contract. Time is of the essence hereof. Seller shall bear risk of loss until the date of closing. Unless otherwise provided herein, Purchaser shall be entitled to possession of the Real Estate as of the date of Closing.

19. **Effective Date.** The "Effective Date" of this contract shall be the date of full execution hereof. The date of full execution hereof shall be deemed to be the last date on which this contract has been signed by a party hereto and all changes to the printed form of this contract shall have been initialed by the parties; provided, that the fully executed contract is received by the other party hereto within two (2) days of the Effective Date. If the fully executed contract is not received by the other party within said two (2) day period, then the Effective Date of this contract shall be deemed to be the date the fully executed contract is received by the other party.

20. **Offer.** The execution of this contract by Seller and delivery of the same to Purchaser constitutes an offer. This offer shall remain open for

acceptance until 5:00 P.M., ^{April} April 24, 2012, and shall be accepted by delivering an executed copy to the Seller by such time.

IN WITNESS WHEREOF, the undersigned has executed this contract this 24th day of April, 2012.

Address:
3776 South High Street
Columbus, Ohio 43207

BOB EVANS FARMS, INC., an Ohio corporation

By: [Signature]
Paul C. Bower
Senior Vice President

APPROVED BY
BOB EVANS FARMS
LEGAL DEPARTMENT

[Signature]

ACCEPTANCE

The undersigned hereby accepts the above Contract and agrees to be bound by its terms and conditions this _____ day of April, 2012.

Address:
700 Colonial Suite 205
Memphis, TN 38117

CJT, LLC

By: [Signature]
Its: President

MS/Horn Lake/Contract
4.4.12

EXHIBIT "A"

Situated in the County of DeSoto, State of Mississippi and described as follows:

Lot 2, Drury Subdivision, located in Section 36, Township 1 South, Range 8 West, DeSoto County, Mississippi as per plat thereof of record in Plat Book 71, Page 20, in the Chancery Clerk's Office of DeSoto County, Mississippi.