

When recorded return to:  
LandAmerica Financial Group, Inc.  
ATTN: MLG Escrow No. 9814926  
3636 North Central Ave., Ste 350  
Phoenix, AZ 85012

BOOK

80 PAGE 001

STATE MS. - DESOTO CO.  
FILED

Dec 30 4 44 PM '98

Indexing Instructions:

NW ¼, NW ¼, Section 36, T1S, R8W, Desoto County, Mississippi

BK 80 PG 1  
W.E. DAVIS CH. CLK.

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum") is executed effective as of December 30<sup>th</sup>, 1998 (the "Effective Date"), by and between FFCA ACQUISITION CORPORATION, a Delaware corporation ("Lessor"), whose address is 17207 North Perimeter Drive, Scottsdale, Arizona 85255, and MRS. WINNER'S, L.P., a Georgia limited partnership ("Lessee"), whose address is 6045 Barfield Road, Atlanta, GA 30328.

PRELIMINARY STATEMENT:

Lessor and Lessee entered into that certain lease (the "Lease") dated as of the Effective Date, the terms, provisions and conditions of which are incorporated herein by this reference to the same extent as if recited in their entirety herein. Pursuant to the terms, provisions and conditions of the Lease, Lessor has leased to Lessee, and Lessee has rented and leased from Lessor the real property, together with all buildings, structures, fixtures and improvements now or hereafter located thereon, described more particularly in the legal description attached hereto as Exhibit A and incorporated herein by this reference (the "Premises"). Lessee has agreed to construct the Improvements in accordance with the requirements of the Lease and that certain Disbursement Agreement of even date herewith among Lessor, Lessee and another entity (the "Disbursement Agreement"). The construction of the Improvements by Lessee will be funded by Lessor pursuant to the Disbursement Agreement. The Improvements will at all times be owned by Lessor, and Lessee's sole interest in the Premises shall be its leasehold interest pursuant to the Lease. As of the date of the Final Disbursement (as defined in the Disbursement Agreement), Lessor and Lessee shall execute that certain First Amendment to Lease pursuant to which the Lease shall be amended to set forth, among other things, the Lessor's Total Investment and the Base Annual Rental. Unless otherwise expressly provided herein, all defined terms used in this Memorandum shall have the same meanings as are ascribed to such terms in the Lease.

NOW, THEREFORE, Lessor and Lessee hereby make specific reference to the following terms, provisions and conditions of the Lease:

1. In consideration of the rentals and other sums to be paid by Lessee and of the other terms, covenants and conditions on Lessee's part to be kept and performed pursuant to the Lease, Lessor leases to Lessee, and Lessee takes and hires, the Premises. The Lease term consists of an interim term commencing as of the Effective Date expiring on the day immediately preceding the Completion Date, and a lease term commencing on the Completion Date and expiring on the twentieth (20th) anniversary of the first day of the month following the month in which the Final Disbursement Date occurs, unless extended as provided below or terminated sooner as provided in the Lease.

Prepared By:  
BRIDGFORTH & BUNTIN  
P. O. Box 241  
Southaven, MS 38671  
393-4450

2. Provided Lessee is not in default under the terms of the Lease, Lessee has a right to extend the term of the Lease for up to two (2) additional successive periods of five (5) years each, by written notice to Lessor not more than 270 days or less than 210 days prior to the expiration of the term of the Lease.

3. Lessee has been granted the right to purchase the Premises upon the terms and conditions set forth in the Lease. The option to purchase the Premises may be elected at any time during the 90 days immediately preceding the tenth and twentieth anniversaries of the Lease and, if applicable, during the 90-day period immediately preceding the end of the first and second optional extension periods of the Lease (as applicable, the "Window") and must be closed within 90 days following such applicable Window; and any termination of the Lease automatically terminates Lessee's right to purchase the Premises.

4. NOTICE IS HEREBY GIVEN THAT, EXCEPT AS PERMITTED BY THE LEASE, LESSEE IS NOT AUTHORIZED TO PLACE OR ALLOW TO BE PLACED ANY LIEN, MORTGAGE, DEED OF TRUST OR ENCUMBRANCE OF ANY KIND UPON ALL OR ANY PART OF THE PREMISES OR LESSEE'S LEASEHOLD INTEREST THEREIN WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR. ANY SUCH PURPORTED TRANSACTION WHICH IS NOT APPROVED BY LESSOR SHALL BE VOID. FURTHERMORE, ANY SUCH PURPORTED TRANSACTION SHALL BE DEEMED TO CONSTITUTE TORTIOUS INTERFERENCE WITH LESSOR'S RELATIONSHIP WITH LESSEE AND LESSOR'S FEE OWNERSHIP OF THE PREMISES.

5. Except for an assignment of Lessee's interest under the Lease to Franchisor or to certain Affiliates of Lessee, Lessee may not assign its interest in the Lease in any manner whatsoever without the prior written consent of Lessor. ANY SUCH PURPORTED TRANSACTION WHICH IS NOT APPROVED BY LESSOR SHALL BE VOIDABLE AT THE SOLE OPTION OF LESSOR.

6. Any addition to or alteration of the Premises shall automatically be deemed part of the Premises and belong to Lessor.

7. Unless the landlord, mortgagee or trustee under any ground lease, mortgage or trust deed, as applicable, now or hereafter placed on the Premises by Lessor elects otherwise by notice given to Lessee, the Lease at all times shall automatically be subordinate to any and all ground leases and the liens of any and all mortgages and trust deeds now or hereafter placed on the Premises by Lessor.

8. The Lease is a "true lease"; the only relationship created thereby is that of landlord and tenant. Lessee is not an agent, legal representative, partner, subsidiary, or employee of Lessor. Lessor is not responsible for any of the debts, obligations or losses of Lessee.

9. Original copies of the Lease are in the possession of Lessor and Lessee. The Lease contains other terms not herein set forth but which are incorporated by reference herein for all purposes, and this Memorandum is executed for the purpose of placing parties

BOOK 80 PAGE 003

dealing with the Premises on notice of the existence of the Lease and, where appropriate, its contents, and shall ratify and confirm all other terms of the Lease as fully as if the same had been set forth herein. Additional information concerning the terms of the Lease can be obtained from Lessor or Lessee at the addresses set forth above.

10. This Memorandum is intended for recording purposes only, and does not modify, supersede, diminish, add to or change all or any of the terms of the Lease in any respect.

11. Lessee agrees that Lessor shall have a landlord's lien and a security interest in, on and against all personal property, appliances, furniture and equipment of Lessee from time to time situated on the Premises, which lien and security interest shall secure the payment of all rental and other charges payable by Lessee to Lessor under the terms of the Lease and all other obligations of Lessee to Lessor under the Lease; provided, however, such landlord's lien and security interest shall be subordinated or released as contemplated by the Lease.

12. This Memorandum may be executed in one or more counterparts, each of which shall be deemed an original.

*PLV*

BOOK 80 PAGE 004

IN WITNESS WHEREOF, Lessor and Lessee have caused this Memorandum of Lease to be executed as of the Effective Date.

LESSOR:

FFCA ACQUISITION CORPORATION,  
a Delaware corporation

By *Christopher D. Mosley*  
Printed Name Christopher D. Mosley  
Its Vice President

ATTEST:

*[Signature]*  
By \_\_\_\_\_  
Printed Name Stephen E. Sknitz  
Title Executive Vice President

LESSEE:

MRS. WINNER'S, L.P.,  
a Georgia limited partnership

By: Winners Corporation,  
a Georgia corporation,  
its general partner

By *P. G. Skinner*  
Printed Name Philip G. Skinner  
Its Senior Vice President

*Janet Blackwell*  
Witness

*USA W. Blackwell*  
Printed Name

*Laura E. McCoy*  
Witness

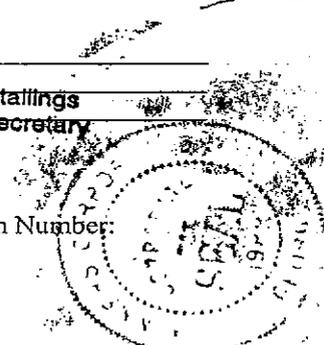
*Laura E. McCoy*  
Printed Name

ATTEST:

By *[Signature]*  
Printed Name Robert S. Stallings  
Title VP-Asst. Secretary

[SEAL]

Federal Taxpayer Identification Number:  
58-1845372



BOOK 80 PAGE 005

STATE OF Arizona )  
COUNTY OF Maricopa ) SS:

Personally appeared before me, the undersigned authority in and for the said county and state, on this 28 day of December, 1998, within my jurisdiction, the within named Christopher D. Wesley, who acknowledged that (he)(she) is Vice President of FFCA Acquisition Corporation, a Delaware corporation, and that for and on behalf of the said corporation, and as its act and deed (he)(she) executed the above and foregoing instrument, after first having been duly authorized so to do.

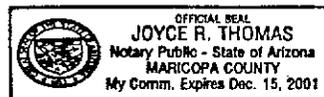
Notary Public

Joyce R. Thomas  
Signature

Joyce R. Thomas  
(printed name)

My Commission Expires:

Dec. 15, 2001



BOOK 80 PAGE 006

STATE OF Georgia )  
 ) SS:  
COUNTY OF DeKalb )

Personally appeared before me, the undersigned authority in and for the said county and state, on this 21 day of December, 1998, within my jurisdiction, the within named Philip G. Skinner, who acknowledged that he is SE. VICE PRESIDENT of Winners Corporation, a Georgia corporation, general partner of Mrs. Winners, L.P., a Georgia limited partnership, and that in said capacity he executed the above and foregoing instrument, after first having been duly authorized so to do.



JACQUELINE M. STUBBS  
Notary Public, DeKalb County, Georgia  
My Commission Expires Feb. 10, 2002.

Notary Public

Jacqueline M. Stubbs  
Signature

Jacqueline M. Stubbs

(printed name)

My Commission Expires:

02-10-02

STATE OF Georgia )  
 ) SS:  
COUNTY OF DeKalb )

Personally appeared before me, the undersigned authority in and for the said county and state, on this 21 day of December, 1998, within my jurisdiction, the within named Robert S. Stallings, who acknowledged that he is V. President - Asst Secy of Winners Corporation, a Georgia corporation, general partner of Mrs. Winners, L.P., a Georgia limited partnership, and that in said capacity he executed the above and foregoing instrument, after first having been duly authorized so to do.



JACQUELINE M. STUBBS  
Notary Public, DeKalb County, Georgia  
My Commission Expires Feb. 10, 2002.

Notary Public

Jacqueline M. Stubbs  
Signature

Jacqueline M. Stubbs

(printed name)

My Commission Expires:

02-10-02

BOOK 80 PAGE 007

The Address of Lessor is:  
FFCA Acquisition Corporation  
17207 North Perimeter Drive  
Scottsdale, Arizona 85255

Business telephone: 602-585-4500  
Residence telephone: None

The Address of Lessee is:

Mrs. Winner's, L.P.  
6045 Barfield Road  
Atlanta, Georgia 30328

Business telephone: 404-459-5800  
Residence telephone: None

*PLA*

BOOK 80 PAGE 008

EXHIBIT A  
LEGAL DESCRIPTION

*PLJ*

## EXHIBIT "A"

Lot 1, Interstate Commons Subdivision situated in Section 36, Township 1 South, Range 8 West, City of Horn Lake, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 64, Page 48 in the Office of the Chancery Clerk of DeSoto County, Mississippi.

And further described as part of the Dwight Scarborough property recorded in Book 297, Page 584 and being located in the Northwest Quarter of the Northwest Quarter of Section 36, Township 1 South, Range 8 West, City of Horn Lake, DeSoto County, Mississippi.

Beginning at a found 1/2" rebar with plastic cap in the south line of Goodman Road (Hwy No. 302) (120' ROW), said point being in the east line of said property recorded in Book 297, Page 584 and being in the west line of the Thakor Makanji Patel property recorded in Book 300, Page 341; thence south 00°04'03" West along the east line of said property recorded in Book 297, Page 584 and along the west line of said property recorded in Book 300, Page 341, 188.00 feet to a set 1/2" rebar with plastic cap in the east line of said property recorded in Book 297, Page 584 and being in the west line of said property recorded in Book 300, Page 341; thence south 89°48'00" West across said property recorded in Book 297, Page 584, 175.94 feet to a set 1/2" rebar with plastic cap; thence North 00°04'03" east across said property recorded in Book 297, Page 584, 188.00 feet to a set 1/2" rebar with plastic cap in the south line of said Goodman Road; thence North 89°48'00" East along the south line of said Goodman Road, 175.94 feet to the point of beginning and containing 33,077 square feet or 0.759 acres of land.

Together with a Non-Buildable Ingress/Egress Easement located in the Northwest Quarter of the Northwest Quarter of Section 36, Township 1 South, Range 8 West, Horn Lake, DeSoto County, Mississippi, more particularly described as follows:

Commencing at a point being the Northwest corner of Section 36; thence South a distance of 63 feet, more or less, to the South ROW of Goodman Road (Hwy No. 302); thence East along said ROW a distance of 52.7 feet, more or less, to a point being the Northwest corner of the proposed Interstate Commons Subdivision and also being the Northwest corner of the Dwight Scarborough property recorded in Book 297, Page 584; thence North 89°48'00" East along the South ROW of Goodman Road (Hwy No. 302), a distance of 10.00 feet to the Point of Beginning; thence North 89°48'00" East along the South ROW of Goodman Road (Hwy No. 302), a distance of 40.00 feet; thence South 00°04'03" West along the West lines of Lots 1, 2, and 3 of the Interstate Commons Subdivision, a distance of 504.13 feet; thence South 89°48'00" West, a distance of 40.00 feet; thence North 00°04'03" East, a distance of 504.13 feet to the Point of Beginning, containing 20,165 square feet.