

STATE MS. - DESOTO CO. FILED

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This document prepared by and
after recording, return to:
Carolina Den Brok-Perez, Esq.
Troutman Sanders LLP
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SHORT FORM LEASE

THIS SHORT FORM LEASE, made and entered into this 18th day of March, 2002, by and between MANHATTAN SQUARE LIMITED PARTNERSHIP, a Louisiana limited partnership (hereinafter referred to as "Landlord"), and CHICK-FIL-A, INC., a Georgia corporation (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Tenant and John B. Walker entered into that certain Ground Lease dated October 21, 2001, as amended and assigned to Landlord (collectively, the "Lease"); and

WHEREAS, the parties hereto desire to file this Short Form Lease for record in the Records of DeSoto County, Mississippi, to provide record notice of the Lease and the terms and conditions contained therein with respect to the Demised Premises (as hereinafter defined).

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the Lease, Landlord and Tenant hereby agree as follows:

1. Premises. Landlord hereby leases and lets to Tenant, and Tenant hereby takes and hires from Landlord, upon and subject to the terms, conditions, covenants and provisions of the Lease, all that certain tract, piece or parcel of Land (the "Land"), consisting of 1.15 acres located in cfa.olive branch.short form lease (3)

the City of Olive Branch, DeSoto County, Mississippi, and being more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof; TOGETHER WITH: (a) any and all buildings, improvements and structures located on the Land; (b) all easements benefiting the Land, including without limitation, the easement rights set forth in that certain Declaration of Easements, Covenants and Restrictions dated March 6, 2002 by Camp Creek, L.L.C., recorded in Book 414, Page 309, in the records of DeSoto County, Mississippi (the "Declaration"); and (c) any and all appurtenances, rights, privileges and easements benefiting, belonging or pertaining to the Land, and any right, title and interest of Landlord in and to any land lying in the bed of any street, road or highway in front of or adjoining said Land, together with the strips and gores relating to said Land (all the foregoing being hereinafter referred to as the "Demised Premises").

2. Term. The term of the Lease commenced on MARCH 18, 2002 (the "Commencement Date", as such term is defined in the Lease), and shall terminate on the last day of the month which is fifteen (15) years after the Rental Commencement Date (as such term is defined in the Lease) unless sooner terminated or extended as provided in the Lease. Tenant has the right to extend the term of the Lease for four (4) consecutive periods of five (5) years each pursuant to the terms of the Lease.

3. Incorporation of Lease. The provisions set forth in the Lease are hereby incorporated into this Short Form Lease as if set out in full herein. In the event of any conflict or inconsistency between the terms of this Short Form Lease and the terms of the Lease, the terms of the Lease shall govern and control for all purposes.

4. Defined Terms. All capitalized terms and words of art which are used but not defined herein shall have the same respective meaning designated for such terms and words of art in the Lease.

5. Use of Demised Premises. The Demised Premises may be used for restaurant and other lawful purposes; provided, however, that for a period of ten (10) years from the Commencement Date of the Lease, Tenant shall not be permitted to use the Demised Premises for the purpose of sale and/or rental of video tapes, DVDs and video games.

6. Cancellation of Short Form Lease. Upon the request of Landlord following the expiration or termination of the Lease, Tenant shall promptly execute and deliver to Landlord an appropriate release and/or cancellation instrument acknowledging the expiration or termination of the Lease and releasing any and all right, title and interest of Tenant in and to the Demised Premises under the Lease. Such release and/or cancellation instrument shall be executed in proper form for recordation in the Deed Records of DeSoto County, Mississippi.

(Signatures begin on the following page)

IN WITNESS WHEREOF, Landlord and Tenant have caused this Short Form Lease to be executed and sealed the day, month and year first above written.

"LANDLORD"

MANHATTAN SQUARE LIMITED PARTNERSHIP,
a Louisiana limited partnership

By: Donald E. Theriot (SEAL)
Name: DONALD E. THERIOT
Title: GENERAL PARTNER

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority in and for said county and state, on this 18th day of March, 2002, within my jurisdiction, the within named Donald E. Theriot, who acknowledged that he/she is the General Partner of Manhattan Square Limited Partnership, a Louisiana limited partnership, and that for and on behalf of the said limited partnership and as its act and deed executed the above and foregoing instrument, after first having been duly authorized by said entity to do so.

Shelia D. Shirsley
Notary Public

My commission expires



(Signatures continue on the following page)

(Signatures continued from the previous page)

"TENANT"

CHICK-FIL-A, INC.,
a Georgia corporation

By: [Signature]
Title: Senior Vice President

Attest: [Signature]
Title: Assistant Secretary

(CORPORATE SEAL)

STATE OF GEORGIA

COUNTY OF FULTON

PERSONALLY appeared before me, the undersigned authority in and for said county and state, on this 12 day of March, 2002, within my jurisdiction, the within named Perry A. Ragsdale and Bureen E. Ledbetter, who acknowledged they are the Senior VP and Assist. Secretary respectively, of Chick-fil-A, Inc., a Georgia corporation, and that in said representative capacities of the said corporation, they executed the above and foregoing instrument, after first having been authorized to do so.

[Signature]
Notary Public

My commission expires:

**Notary Public, Pine County, Georgia
My Commission Expires Feb. 5, 2008**



EXHIBIT "A"

All that certain parcel or tract of land located in the Southwest Quarter (SW ¼) of Section 28, Township 1 South, Range 6 West, DeSoto County, Mississippi, also described as being Lot 2, Craft-Goodman Commercial Subdivision, Phase I Revised, and being more particularly described by the following metes and bounds description:

BEGIN at a 3/8 inch rebar set on the northerly right-of-way line of Wal-Mart Access Road located 735.45 feet North and 410.55 feet East of the Southwest Corner of Section 28, Township 1 South, Range 6 West; thence running along said northerly right-of-way line along the arc of a circular curve to the left (said arc being subtended by a chord bearing North 73 degrees 44 minutes 16 seconds West, having a chord length of 139.83 feet, and a radius of 572.00 feet) an arc length of 140.18 feet to a 3/8 inch rebar set; thence leaving said right-of-way line and running North 32 degrees 15 minutes 42 seconds West a distance of 20.26 feet to a concrete nail set on the southeasterly right-of-way line of Camp Creek Drive; thence running along said southeasterly right-of-way line of Camp Creek Drive and following the curvature thereof, the following courses and distances: North 03 degrees 55 minutes 02 seconds East a distance of 41.32 feet to a concrete nail set; along a the arc of a circular curve to the right (said arc being subtended by a chord bearing North 23 degrees 34 minutes 52 seconds East, having a chord length of 250.02 feet, and having a radius of 371.50 feet) an arc length of 255.00 feet to a concrete nail set; thence leaving said right-of-way line and running South 46 degrees 45 minutes 19 seconds East a distance of 42.50 feet to a 3/8 inch rebar set; thence running South 30 degrees 51 minutes 57 seconds East a distance of 257.57 feet to a 3/8 inch rebar set; thence running South 64 degrees 06 minutes 42 seconds West a distance of 135.89 feet to a 3/8 inch rebar set; thence running South 04 degrees 33 minutes 10 seconds East a distance of 17.17 feet to a 3/8 inch rebar set, being the POINT OF BEGINNING; said tract of land containing 1.15 acres, more or less, all as shown on that certain survey entitled "Boundary Survey for: Chick-fil-A, Camp Creek Center, Olive Branch, Mississippi", prepared by Daniels-Williams Engineering, Inc., certified by Jeffery W. Williams, Professional Land Surveyor No. 2833, dated December 2001, last revised December 14, 2001.

* Also being known as Lot 5, Craft-Goodman Commercial Subdivision, Phase I, First Resubdivision, in Section 28, Township 1 South, Range 6 West, City of Olive Branch, DeSoto County, Mississippi, as shown by plat appearing of record in Plat Book 77, Page 29, in the office of the Chancery Clerk of DeSoto County, Mississippi.

TOGETHER WITH the rights and easements set forth in that certain Declaration of Easements, Covenants and Restrictions dated March 6, 2002 by Camp Creek, L.L.C., recorded in Book 414, Page 309, in the records of DeSoto County, Mississippi.

INDEXING INSTRUCTION

TYPE OF INSTRUMENT:

Short Form Lease

INDEXING INSTRUCTIONS:

Please index as:

1. Lot 5, Craft-Goodman Commercial Subdivision, First Revision of Phase 1, Section 28, Township 1 South, Range 6 West, Plat Book 77, Page 29.
- AKA 2. Lot 2, Craft-Goodman Commercial Subdivision, Phase I Revised, Section 28, Township 1 South, Range 6 West, Plat Book 75, Page 38.

TENDERED FOR RECORDING BY (PLEASE RETURN TO):

William A. Baskin
Holcomb Dunbar, P.A.
P.O. Box 190
Southaven, MS 38671

662.349.0664