

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

WELLS FARGO BANK,
NATIONAL ASSOCIATION
5938 Priestly Drive, Suite 200
Carlsbad, California 92008
Phone No.: (760) 918-2700

Attention: Loan Admin.
Loan Nos.: 93-0908927 and 93-0908949
Unit No.: 52077

Indexing instruction:

To the Chancery Clerk of DeSoto County, Mississippi:

The real property described herein is situated at Lot 4, Resubdivision of Lots 3, 4 and 5 of DeSoto Crossing Subdivision, Phase 1, as shown on plat recorded in Plat Book 46 at Page 39

**SUBORDINATION AGREEMENT; ACKNOWLEDGMENT OF LEASE ASSIGNMENT,
ATTORNMEN AND NON-DISTURBANCE AGREEMENT**

**NOTICE TO LESSEE: THIS SUBORDINATION AGREEMENT RESULTS IN
YOUR LEASEHOLD INTEREST IN THE PROPERTY
BECOMING SUBJECT TO AND OF LOWER PRIORITY
THAN THE LIEN OF THE MORTGAGE (AS DEFINED
BELOW).**

THIS SUBORDINATION AGREEMENT; ACKNOWLEDGMENT OF LEASE
ASSIGNMENT, ATTORNMEN AND NON-DISTURBANCE AGREEMENT ("**Agreement**")
is made this June 10th, 2008, to be effective as of the 13th day of June, 2008, by and between
DBAPPLEF LLC, a Delaware limited liability company ("**Owner**", or "**Lessor**"), APPLEBEE'S
RESTAURANTS KANSAS LLC, a Kansas limited liability company, APPLEBEE'S
RESTAURANTS MID-ATLANTIC LLC, a Delaware limited liability company, APPLEBEE'S
RESTAURANTS NORTH LLC, a Delaware limited liability company, APPLEBEE'S
RESTAURANTS TEXAS LLC, a Texas limited liability company and APPLEBEE'S
RESTAURANTS WEST LLC, a Delaware limited liability company (collectively, "**Lessee**");

Subordination Agreement; Acknowledgment of Lease
Assignment, Attornment and Non-Disturbance Agreement (Mississippi)
Wells Fargo/DBAPPLEF - Applebee's
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and WELLS FARGO BANK, NATIONAL ASSOCIATION, as administrative agent for the benefit of the lenders from time to time party to the Loan Agreement (defined below) (the "**Lender**").

RECITALS

- A. Pursuant to the terms and provisions of that certain Master Land and Building Lease dated June 13, 2008 ("**Lease**"), Owner, as "Lessor," granted to Lessee a leasehold estate in and to that property described on **Exhibit A** attached hereto and incorporated herein by this reference (which property, together with all improvements now or hereafter located on such property, is defined herein as the "**Property**").
- B. Owner has executed, or proposes to execute, certain deeds of trust, deeds to secure debt, or mortgages and related absolute assignments of leases and rents (collectively, "**Mortgage**") securing the loan described therein ("**Loan**"), executed pursuant to the terms and conditions of the certain Loan Agreement (the "**Loan Agreement**") of even date with the Mortgage, executed by Lessor in favor of Lender. The Mortgage is to be recorded concurrently herewith.
- C. As a condition to making the Loan secured by the Mortgage, Lender requires that the Mortgage be unconditionally and at all times remain a lien on the Property, prior and superior to all the rights of Lessee under the Lease and that the Lessee specifically and unconditionally subordinate the Lease to the lien of the Mortgage, in each case, in accordance with the terms and provisions of this Agreement.
- D. Owner and Lessee have agreed to the subordination, attornment and other agreements herein in favor of Lender.

NOW THEREFORE, for valuable consideration and to induce Lender to make the Loan, Owner and Lessee hereby agree for the benefit of Lender as follows:

1. **SUBORDINATION**. Owner and Lessee hereby agree that:
 - 1.1 **Prior Lien**. The Mortgage securing the Loan in favor of Lender, and any modifications, renewals, refinancing or extensions thereof, shall unconditionally be and at all times remain a lien on the Property prior and superior to the Lease;
 - 1.2 **Subordination**. Lender would not make the Loan without this agreement to subordinate; and

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- 1.3 **Whole Agreement.** This Agreement shall be the whole agreement and only agreement with regard to the subordination of the Lease to the lien of the Mortgage and shall supersede and cancel, but only insofar as would affect the priority between the Mortgage and the Lease, any prior agreements as to such subordination, including, without limitation, those provisions, if any, contained in the Lease which provide for the subordination of the Lease to a deed or deeds of trust or to a mortgage or mortgages.

AND FURTHER, Lessee individually declares, agrees and acknowledges for the benefit of Lender, that:

- 1.4 **Use of Proceeds.** Lender, in making disbursements pursuant to the Loan, the Mortgage or any loan documents with respect to the Property, is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds, and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat this agreement to subordinate in whole or in part;
- 1.5 **Subordination.** Lessee intentionally and unconditionally subordinates all of Lessee's right, title and interest in and to the Property to the lien of the Mortgage, in accordance with the terms and provisions of this Agreement, and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, specific loans and advances are being and will be made by Lender and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination.
2. **ASSIGNMENT.** Lessee acknowledges and consents to the assignment of the Lease by Lessor in favor of Lender.
3. **ESTOPPEL.** Lessee acknowledges and represents that:
- 3.1 **Lease Effective.** The Lease has been duly executed and delivered by Lessee and, subject to the terms and conditions thereof, the Lease is in full force and effect, the obligations of Lessee thereunder are valid and binding and there have been no modifications or additions to the Lease, written or oral;

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- 3.2 **No Default.** To the actual knowledge of Lessee, as of the date hereof: (i) there exists no breach, default, or event or condition which, with the giving of notice or the passage of time or both, would constitute a breach or default under the Lease by Lessee or Lessor; and (ii) there are no existing claims, defenses or offsets against rental due or to become due under the Lease;
- 3.3 **Entire Agreement.** The Lease constitutes the entire agreement between Lessor and Lessee with respect to the Property, and Lessee claims no rights with respect to the Property other than as set forth in the Lease;
- 3.4 **No Right of First Refusal or Option to Purchase.** The Lease does not grant to Lessee any right of first refusal, or option to purchase, with respect to all or any portion of the Property; and
- 3.5 **No Prepaid Rent.** No deposits or prepayments of rent have been made in connection with the Lease, except as follows: (if none, state "None") None.
4. **ADDITIONAL AGREEMENTS.** Lessee covenants and agrees that, during all such times as Lender is the Beneficiary under the Mortgage:
- 4.1 **Notice of Default.** Lessee will notify Lender in writing concurrently with any notice given to Lessor of any default by Lessor under the Lease, and Lessee agrees that Lender has the right (but not the obligation) to cure any breach or default specified in such notice within the time periods set forth below and Lessee will not declare a default of the Lease, as to Lender, if Lender cures such default within fifteen (15) days from and after the expiration of the time period provided in the Lease for the cure thereof by Lessor; provided, however, that if such default cannot with diligence be cured by Lender within such fifteen (15) day period, the commencement of action by Lender within such fifteen (15) day period to remedy the same shall be deemed sufficient so long as Lender pursues such cure with diligence but in no event beyond ninety (90) days;
- 4.2 **Assignment of Rents.** Upon receipt by Lessee of written notice from Lender that Lender has elected to terminate the license granted to Lessor to collect rents, as provided in the Mortgage, and directing the payment of rents by Lessee to Lender, Lessee shall comply with such direction to pay and shall not be required to determine whether Lessor is in default under

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the Loan and/or the Mortgage. Lessor agrees that Lessee shall have the right to rely on any such notice from Lender without incurring any obligation or liability to Lessor as if such notice were given at the direction of Lessor. Lessee is hereby instructed to disregard any notice to the contrary received from or at the behest of Lessor.

4.3 **Certain Actions Not Binding on Lender.** Lender shall not be bound by any modification, amendment, termination or cancellation of the Lease (in whole or in part) that was effected without Lender's prior written consent, provided that Lender received notice of default and opportunity to cure pursuant to **Section 4.1** above.

5. **ATTORNTMENT.** In the event of a foreclosure under the Mortgage, Lessee agrees for the benefit of Lender (including for this purpose any transferee of Lender or any transferee of Lessor's title in and to the Property by Lender's exercise of the remedy of sale by foreclosure under the Mortgage), upon the receipt by Lessee of written notice of such foreclosure, as follows:

5.1 **Payment of Rent.** Lessee shall pay to Lender or its successors and assigns, or purchaser at foreclosure sale, all rental payments required to be made by Lessee pursuant to the terms of the Lease for the duration of the of the Lease;

5.2 **Continuation of Performance.** Lessee shall be bound to Lender or its successors and assigns, or purchaser at foreclosure sale, in accordance with all of the provisions of the Lease for the balance of the term thereof; and Lessee hereby attorns to Lender as its landlord, and Lender hereby accepts such attornment, such attornment to be effective and self-operative without the execution of any further instrument immediately upon Lender succeeding to Lessor's interest in the Lease and giving written notice thereof to Lessee;

5.3 **No Offset.** Lender shall not be liable for, nor subject to, any offsets or defenses which Lessee may have by reason of any act or omission of Lessor under the Lease with respect to the period preceding the effectiveness of the attornment provided for herein, nor for the return of any sums which Lessee may have paid to Lessor under the Lease (a) as and for security deposits, rentals paid more than one (1) month before the time when they became due under the lease, or otherwise, except to the extent that such sums are actually delivered by Lessor to Lender and

applied to amounts due in respect of the Loan (or held by Lender as collateral therefor); and, for purposes of determining the rentals due under the Lease, any amount paid in respect of rentals paid more than one (1) month before the time such amount became due under the Lease and not delivered by Lessor to Lender and applied to amounts due in respect of the Loan (or held by Lender as collateral therefor) shall be treated as if they had not been paid; or (b) any payment made by Lessee to Lessor in consideration of any modification, termination or cancellation of the Lease (in whole or in part) without Lender's prior written consent.

5.4 **Subsequent Transfer.** If Lender, by succeeding to the interest of Lessor under the Lease, should become obligated to perform the covenants of Lessor thereunder, then, upon any further transfer of Lessor's interest by Lender, all of such obligations shall terminate as to Lender with respect to matters arising after the date of such transfer.

6. **NON-DISTURBANCE.** In the event of a foreclosure under the Mortgage, so long as there shall then exist no "Event of Default" on the part of Lessee under (and as defined in) the Lease, Lender agrees for itself and its successors and assigns that the leasehold interest of Lessee under the Lease shall not be extinguished or terminated by reason of such foreclosure, but rather the Lease shall continue in full force and effect in accordance with the terms thereof except as modified or limited by this Agreement (including, without limitation, the provisions of **Sections 4.3 and 5.2** hereof), and Lender shall recognize and accept Lessee as tenant under the Lease subject to the terms and provisions of the Lease except as modified or limited by this Agreement.

7. **MISCELLANEOUS.**

7.1 **Heirs, Successors, Assigns and Transferees.** The covenants herein shall be binding upon, and inure to the benefit of, the heirs, successors and assigns of the parties hereto; and

7.2 **Notices.** All notices or other communications required or permitted to be given pursuant to the provisions hereof shall be deemed served upon delivery or, if mailed, upon the first to occur of receipt or the expiration of three (3) days after deposit in United States Postal Service, certified mail, postage prepaid and addressed to the address of Lessee or Lender appearing below:

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“Owner”: DBAPPLEF LLC
1345 Avenue of the Americas, 46th Floor
New York, New York 10105
c/o Drawbridge Special Opportunities Fund LP
Attn: Constantine M. Dakolias

with a copy to:

Sidley Austin LLP
555 West Fifth Street, Suite 4000
Los Angeles, California
Attn: Ed Prokop, Esq.

“Lessee”: c/o Applebee’s Services, Inc.
11201 Renner Boulevard
Lenexa, Kansas 66219
Attn: Beverly O. Elving, Senior Vice President

with a copy to:

c/o Applebee’s Services, Inc.
11201 Renner Boulevard
Lenexa, Kansas 66219
Attn: Rebecca Tilden, Esq.,
Vice President and Deputy General Counsel

and a copy to:

c/o Applebee’s Services, Inc.
11201 Renner Boulevard
Lenexa, Kansas 66219
Attn: Neil Sprague, Esq., Associate General Counsel

“Lender”: Wells Fargo Bank, National Association
as Administrative Agent
5938 Priestly Drive, Suite 200
Carlsbad, California 92008
Attention: Loan Admin.

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provided, however, any party shall have the right to change its address for notice hereunder by the giving of written notice thereof to the other party in the manner set forth in this Agreement; and

- 7.3 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute and be construed as one and the same instrument; and
- 7.4 **Remedies Cumulative.** All rights of Lender herein to collect rents on behalf of Lessor under the Lease are cumulative and shall be in addition to any and all other rights and remedies provided by law and by other agreements between Lender and Lessor or others; and
- 7.5 **Paragraph Headings.** Paragraph headings in this Agreement are for convenience only and are not to be construed as part of this Agreement or in any way limiting or applying the provisions hereof.
- 7.6 **Lender's Consent.** If the Lease is being entered into by Owner after the making of the Loan, Lender hereby consents to Owner's entry into the Lease.
- 7.7 **Owner's Consent.** By its execution and delivery of this Agreement, Owner consents to, and authorizes Lessee to comply with, each of the provisions hereof.
8. **INCORPORATION. Exhibit A** and Lease Guarantor's Consent are attached hereto and incorporated herein by this reference.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE(S)
TO FOLLOW]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and year first above written.

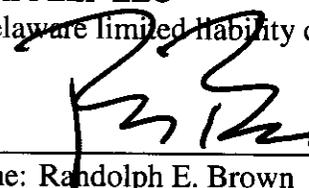
NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT HERETO.

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

OWNER:

DBAPPLEF LLC
a Delaware limited liability company

By: 
Name: Randolph E. Brown
Title: Authorized Signatory

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STATE OF TEXAS

COUNTY OF DALLAS

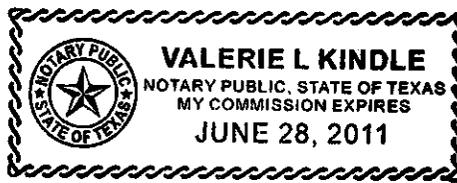
Personally appeared before me, the undersigned authority in and for the said county and state, on this 10th day of June, 2008, within my jurisdiction, the within named Randolph E. Brown, who acknowledged that he is the authorized signatory of DBAPPLEF LLC, a Delaware limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Valerie L. Kindle

(NOTARY PUBLIC)

My commission expires:

(Affix official seal, if applicable)



[Signatures continue on next page.]

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DAL:707114.5

LENDER:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

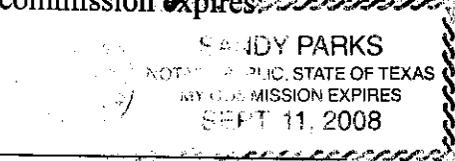
By: *John R. Mellott*
Name: John R. Mellott
Title: Director

STATE OF TEXAS

COUNTY OF DALLAS

Personally appeared before me, the undersigned authority in and for the said county and state, on this 12th day of June, 2008, within my jurisdiction, the within named John R. Mellott, who acknowledged that he is a Director of WELLS FARGO BANK, NATIONAL ASSOCIATION, and that for and on behalf of the said company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said national association so to do.

Sandy Parks (NOTARY PUBLIC)

My commission expires: *September 11, 2008*


(Affix official seal, if applicable)

[Signatures continue on next page.]

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LESSEE:

APPLEBEE'S RESTAURANTS KANSAS LLC,
a Kansas limited liability company

By: *Rebecca Tilden*
Name: Rebecca Tilden
Title: Vice President

STATE OF KANSAS

COUNTY OF JOHNSON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 11th day of June, 2008, within my jurisdiction, the within named Rebecca Tilden, who acknowledged that she is the Vice President of APPLEBEE'S RESTAURANTS KANSAS LLC, a Kansas limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed she executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Cheryl L. Clark (NOTARY PUBLIC)

My commission expires:



(Affix official seal, if applicable)

[Signatures continue on next page]

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**APPLEBEE'S RESTAURANTS MID-ATLANTIC
LLC, a Delaware limited liability company**

By: *Rebecca Tilden*
Name: Rebecca Tilden
Title: Vice President

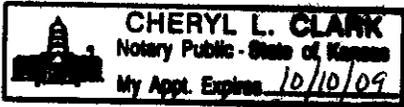
STATE OF KANSAS

COUNTY OF JOHNSON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 11th day of June, 2008, within my jurisdiction, the within named Rebecca Tilden, who acknowledged that she is the Vice President of APPLEBEE'S RESTAURANTS MID-ATLANTIC LLC, a Delaware limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed she executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Cheryl L. Clark (NOTARY PUBLIC)

My commission expires:



(Affix official seal, if applicable)

[Signatures continue on next page]

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APPLEBEE'S RESTAURANTS NORTH LLC,
a Delaware limited liability company

By: *Rebecca Tilden*
Name: Rebecca Tilden
Title: Vice President

STATE OF KANSAS

COUNTY OF JOHNSON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 11th day of June, 2008, within my jurisdiction, the within named Rebecca Tilden, who acknowledged that she is the Vice President of APPLEBEE'S RESTAURANTS NORTH LLC, a Delaware limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed she executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Cheryl L. Clark (NOTARY PUBLIC)

My commission expires:



(Affix official seal, if applicable)

[Signatures continue on next page.]

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APPLEBEE'S RESTAURANTS TEXAS LLC,
a Texas limited liability company

By: *Rebecca Tilden*
Name: Rebecca Tilden
Title: Vice President

STATE OF KANSAS

COUNTY OF JOHNSON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 11th day of June, 2008, within my jurisdiction, the within named Rebecca Tilden, who acknowledged that she is the Vice President of APPLEBEE'S RESTAURANTS TEXAS LLC, a Texas limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed she executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Cheryl L. Clark (NOTARY PUBLIC)

My commission expires:



(Affix official seal, if applicable)

[Signatures continue on next page.]

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APPLEBEE'S RESTAURANTS WEST LLC,
a Delaware limited liability company

By: Applebee's Enterprises LLC,
a Delaware limited liability company,
its sole member

By: *Rebecca Tilden*
Name: Rebecca Tilden
Title: Manager

STATE OF KANSAS

COUNTY OF JOHNSON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 11th day of June, 2008, within my jurisdiction, the within named Rebecca Tilden, who acknowledged that she is the Manager of Applebee's Enterprises LLC, a Delaware limited liability company and the sole member of APPLEBEE'S RESTAURANTS WEST LLC, a Delaware limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed she executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Cheryl L. Clark (NOTARY PUBLIC)

My commission expires:



(Affix official seal, if applicable)

[Signatures continued from previous page.]

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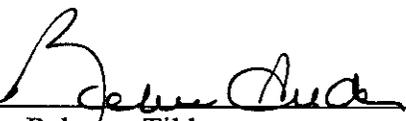
LEASE GUARANTOR'S CONSENT

The undersigned ("**Lease Guarantor**") consents to the foregoing Subordination Agreement; Acknowledgment of Lease Assignment, Attornment and Non-Disturbance Agreement and the transactions contemplated thereby and reaffirms its obligations under the lease guaranty ("**Lease Guaranty**") dated June 13, 2008. Lease Guarantor further reaffirms that its obligations under the Lease Guaranty are separate and distinct from Lessee's obligations.

AGREED AS OF THE FIRST DATE WRITTEN ABOVE:

LEASE GUARANTOR:

APPLEBEE'S ENTERPRISES LLC,
a Delaware limited liability company

By: 
Name: Rebecca Tilden
Title: Manager

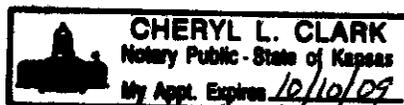
STATE OF KANSAS

COUNTY OF JOHNSON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 11th day of June, 2008, within my jurisdiction, the within named Rebecca Tilden, who acknowledged that she is the Manager of APPLEBEE'S ENTERPRISES LLC, a Delaware limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed she executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

 (NOTARY PUBLIC)

My commission expires:



(Affix official seal, if applicable)

[Signatures continue on next page.]

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APPLEBEE'S FRANCHISING LLC,
a Delaware limited liability company

By: *Rebecca Tilden*
Name: Rebecca Tilden
Title: Vice President

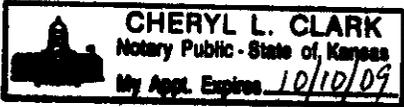
STATE OF KANSAS

COUNTY OF JOHNSON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 11th day of June, 2008, within my jurisdiction, the within named Rebecca Tilden, who acknowledged that she is the Vice President of APPLEBEE'S FRANCHISING LLC, a Delaware limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed she executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Cheryl L. Clark (NOTARY PUBLIC)

My commission expires:



(Affix official seal, if applicable)

[Signatures continue on next page.]

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APPLEBEE'S IP LLC,
a Delaware limited liability company

By: Rebecca Tilden
Name: Rebecca Tilden
Title: Vice President

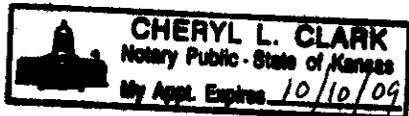
STATE OF KANSAS

COUNTY OF JOHNSON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 11th day of June, 2008, within my jurisdiction, the within named Rebecca Tilden, who acknowledged that she is the Vice President of APPLEBEE'S IP LLC, a Delaware limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed she executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Cheryl L. Clark (NOTARY PUBLIC)

My commission expires:



(Affix official seal, if applicable)

[Signatures continue on next page.]

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APPLEBEE'S HOLDINGS LLC,
a Delaware limited liability company

By: *Rebecca Tilden*
Name: Rebecca Tilden
Title: Vice President

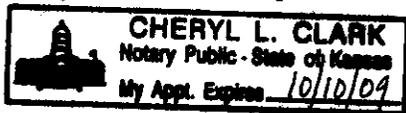
STATE OF KANSAS

COUNTY OF JOHNSON

Personally appeared before me, the undersigned authority in and for the said county and state, on this 1st day of June, 2008, within my jurisdiction, the within named Rebecca Tilden, who acknowledged that she is the Vice President of APPLEBEE'S HOLDINGS LLC, a Delaware limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed she executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Cheryl L. Clark (NOTARY PUBLIC)

My commission expires:



(Affix official seal, if applicable)

[Signatures continued from previous page.]

Subordination Agreement; Acknowledgment of Lease
Assignment, Attornment and Non-Disturbance Agreement (Mississippi)
Wells Fargo/DBAPPLEF - Applebee's
Loan Nos.: Loan Nos.: 93-0908927 and 93-0908949 / Unit No.: 52077

EXHIBIT A

DESCRIPTION OF LAND

Unit No.: 52077

Property Address: 710 DeSoto Cove, Horn Lake, Mississippi 38637

Description of Land. The Land referred to in this Deed of Trust is situated in DeSoto County, State of Mississippi and is described as follows:

[Legal Description Attached Hereto]

Subordination Agreement; Acknowledgment of Lease
Assignment, Attornment and Non-Disturbance Agreement (Mississippi)
Wells Fargo/DBAPPLEF – Applebee's
Loan Nos.: 93-0908927 and 93-0908949 / Unit No.: 52077

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DAL:707114.5

EXHIBIT ALEGAL DESCRIPTION

Unit No.: 52077

Property Address: 710 DeSoto Cove, Horn Lake, MS

The land referred to in this Commitment is situated in the State of Mississippi, DeSoto County and is described as follows:

LOT 4, AS SHOWN ON SUBDIVISION PLAT ENTITLED "PART OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 8 WEST, FINAL PLAT A RESUBDIVISION OF LOTS 3, 4 & 5 OF DESOTO CROSSING SUBDIVISION, PHASE 1", LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 8 WEST, DESOTO COUNTY, MISSISSIPPI, AND RECORDED IN PLAT BOOK 46, PAGE 39, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI, TO WHICH PLAT REFERENCE IS HEREBY MADE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT AN IRON STAKE (SET) AT THE NORTHEAST CORNER OF LOT NO. 3 IN THE SOUTHERLY LINE OF DESOTO COVE, SAID STAKE BEING 135.00 FEET EASTWARDLY FROM THE TANGENT INTERSECTION OF THE SOUTHERLY LINE OF DESOTO COVE AND THE EASTERLY LINE OF INTERSTATE BOULEVARD; THENCE NORTH 89° 21' 40" EAST 180.14 FEET WITH THE SOUTHERLY LINE OF SAID COVE TO AN IRON STAKE (SET) AT THE NORTHWEST CORNER OF LOT NO. 5A; THENCE SOUTH 00° 38' 20" EAST 328.08 FEET ALONG THE WESTERLY LINE OF LOT NO. 5A TO AN IRON STAKE (SET) IN THE PRESENT NORTHERLY LINE OF GOODMAN ROAD, SAID STAKE BEING NORTH 86° 45' 16" WEST 334.35 FEET FROM A "CONCRETE" RIGHT OF WAY MONUMENT (FOUND) IN A SOUTHERLY LINE OF LOT NO. 5A AT THE PRESENT INTERSECTION OF A NORTHERLY LINE OF GOODMAN ROAD AND A NORTHERLY LINE OF THE INTERSTATE 55 RIGHT OF WAY; THENCE NORTH 88° 12' 25" WEST 180.30 FEET WITH THE NORTHERLY LINE OF SAID ROAD TO AN IRON STAKE (SET), SAID STAKE BEING SOUTH 88° 12' 25" EAST 99.69 FEET FROM AN IRON STAKE (SET) AT A SOUTHWEST CORNER OF LOT NO. 3; THENCE NORTH 00° 38' 20" WEST 320.43 FEET ALONG THE EASTERLY LINE OF LOT NO. 3 TO THE POINT OF BEGINNING.

TOGETHER WITH EASEMENTS GRANTED IN DECLARATION OF PROTECTIVE COVENANTS AND RECIPROCAL EASEMENTS RECORDED IN BOOK 272, PAGE 116.