

<p>PREPARED BY AND AFTER RECORDING RETURN TO:</p> <p>Greenberg Traurig LLP 77 West Wacker Drive Suite 3100 Chicago, Illinois 60601 Attn: Julia R. Sarron, Esq.</p> <p>* Return To: Lockett Land Title 5740 Getwell Rd. Bldg 9, Ste A Southaven, MS 38672 <i>LDL-890-6A03</i></p>	<p>FOR RECORDER'S USE</p> <p>4/10/09 1:02:22 <i>ms</i> p BK 131 PG 310 DESOTO COUNTY, MS M.E. DAVIS, CH CLERK</p>
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MEMORANDUM OF LEASE AGREEMENT

This Memorandum of Lease Agreement dated as of March 31, 2009, is by and between FF LANDLORD #2, LLC, a Delaware limited liability company, having an office at c/o SunTrust Equity Funding, LLC, 303 Peachtree Street, 26th Floor MC 3951, Atlanta, Georgia 30308 ("Landlord") and FLOWERS BAKING CO. OF BATESVILLE, LLC, an Arkansas limited liability company, having an office at 1919 Flowers Circle, Thomasville, Georgia 31757 ("Tenant").

By Master Lease Agreement dated as of March 31, 2009 (as amended and supplemented from time to time, the "Lease"), Landlord did demise and lease to Tenant that certain real property located in DeSoto County, State of Mississippi, which is described on Exhibit A attached hereto and made a part hereof, upon the following terms:

Commencement Date: March 31, 2009.

Term: Until March 31, 2032.

Renewal Option(s): Four (4) consecutive renewals, each for a term of five (5) years, all upon the terms and conditions set forth in the Lease.

Tenant has a right to purchase the leased property under certain circumstances as set forth in the Lease.

Notice is hereby given that Landlord shall not be liable for any labor, services or materials furnished or to be furnished to Tenant, or to anyone holding the leased property through or under Tenant, and that no mechanic's or other liens for any such labor, services or materials shall attach to or affect the interest of Landlord in and to the leased property.

IN WITNESS WHEREOF, the undersigned, acting by and through its duly authorized representatives, has executed this Memorandum of Lease Agreement as of the date beneath its signature, and effective as of the date first above written.

LANDLORD:

FF LANDLORD #2, LLC, a Delaware limited liability company

By: Sun Trust Equity Funding, LLC, its Manager, a Delaware limited liability company

By: [Signature]
Name: Paul Severn
Title: Manager

March 25, 2009

STATE OF GEORGIA)
) SS:
COUNTY OF FULTON)

Personally appeared before me, the undersigned authority in and for the said county and state, on the 25 day of March, 2009, within my jurisdiction, the within named Paul Severn, who acknowledged to me that he is Manager of SunTrust Equity Funding, LLC, a Delaware limited liability company, which is the manager of FF Landlord #2, LLC, a Delaware limited liability company, and that for and on behalf of said SunTrust Equity Funding, LLC as manager of FF Landlord #2, LLC, and as the act and deed of SunTrust Equity Funding, LLC as manager of FF Landlord # 2, LLC, and as the act and deed of FF Landlord #2, LLC, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability companies to do so.

WITNESS my hand and Notarial Seal, this 25th day of March, 2009.

[Signature]
Notary Public

County of Residence: DeKalb

My Commission Expires: 12/16/12



IN WITNESS WHEREOF, the undersigned, acting by and through its duly authorized representatives, has executed this Memorandum of Lease Agreement as of the date beneath its signature, and effective as of the date first above written.

TENANT:

FLOWERS BAKING CO. OF BATESVILLE, LLC, an Arkansas limited liability company

By: [Signature]
Name: Karyl Lauder
Title: Assistant Treasurer

March 25, 2009

STATE OF GEORGIA)
) SS:
COUNTY OF THOMAS)

Personally appeared before me, the undersigned authority in and for the said county and state, on the 25 day of March, 2009, within my jurisdiction, the within named Karyl Lauder, who acknowledged to me that she is Assistant Treasurer of Flowers Baking Co. of Batesville, LLC, an Arkansas limited liability company, and that for and on behalf of said Flowers Baking Co. of Batesville, LLC, and as the act and deed of Flowers Baking Co. of Batesville, LLC, she executed the above and foregoing instrument, after first having been duly authorized by said limited liability company to do so.

WITNESS my hand and Notarial Seal, this 25 day of March, 2009.

Deanne D Turner
Notary Public

County of Residence:
Thomas

My Commission Expires:
8-15-10

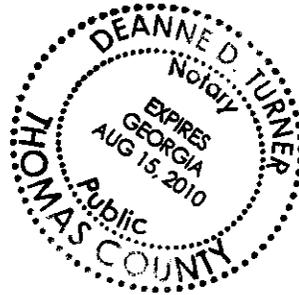


EXHIBIT A**Legal Description**

Being located in the Northeast corner of Section 19, Township 1 South, Range 7 West, DeSoto County, Mississippi, and being further referenced as the Space Center Enterprises, Inc. property of record at Book 350 Page 416 in the Chancery Clerk's Office of DeSoto County, Mississippi and being more particularly described as follows:

Commencing at a found cotton picker spindle at the commonly accepted Northeast corner of Section 19, Township 1 South, Range 7 West, DeSoto County, Mississippi; thence N 87 degrees 19'13" W a distance of 444.61 feet to a point; thence S 02 degrees 31'14" W a distance of 24.63 feet to the point of beginning in the south line of Stateline Road (variable width public r.o.w.) said point also being the Northwest corner of the Lighthouse Temple Good Samaritan Ministries property (Book 473, Page 262); thence with the west line of said Lighthouse Temple Good Samaritan Ministries property S 02 degrees 13'14"W a distance of 200.00 feet to a found iron pin; thence with the south line of said property S 87 degrees 46'46" E a distance of 200.00 feet to the west line of Swinnea Road (401 from centerline, variable width r.o.w.); thence with said west line of Swinnea Road, S 02 degrees 13'14"W a distance of 86.21 feet to a point of curvature; thence along a curve to the left, having a radius of 1218.69 feet and an arc length of 40.84 feet (Chord S01 degree 17'41"W-40.84 feet) to a found iron pin at the northeast corner of the City of Southaven, Mississippi property (Book 273, Page 617) said property also known as Greenbrook Subdivision - Section "B" Revised (Plat Book 8, Page 51); thence with the north line of said City of Southaven Mississippi property, N87 degrees 46'46"W a distance of 434.53 feet to a found iron pin; thence S 28 degrees 16'14" W a distance of 340.05 feet to a found iron pin; thence N 61 degrees 43'36" W a distance of 370.00 feet to a found iron pin at a southeast corner of the Faith United Methodist Church property (Book 145 Page 558); thence N 02 degrees 28'32" E a distance of 272.81 feet to a found iron pin at the southwest corner of the GA"C" Store, Inc. property (Book 440 Page 8); thence with the south line of said GA"C" Store, Inc. property S 87 degrees 31'00" E a distance of 124.93 feet to a found iron pin; thence with the east line of said property, N 02 degrees 29'00" E a distance of 200.91 feet to a point on the said south line of Stateline Road; thence with said south line of Stateline Road, S 87 degrees 28'46" E a distance of 588.56 feet to the point of beginning.

Containing 332,547 square feet or 7.63 acres, within these bounds.

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MEMO OF LEASE -
SOUTHAVEN, MS

CHI 57901503