

For recording purposes only:

Prepared By:
Richard S Wilensky, TX Bar # 21467500
Wilensky & Jones LLP
3109 Carlisle Street, Ste 100
Dallas, TX 75204
(214) 220-2130

MEMORANDUM OF LEASE

BETWEEN

**MARIO C. FIORIO AND INES B. FIORIO, AS TRUSTEES OF THE FIORIO
FAMILY TRUST DATED DECEMBER 12, 1992, AND YVONNE L.
VALENCIA, AS TRUSTEE OF THE VALENCIA FAMILY BYPASS TRUST
U/T/D DECEMBER 19, 1995, AS LANDORD**

AND

APPLEBEE'S RESTAURANTS KANSAS, LLC, et al., AS TENANT

**INDEXING INSTRUCTION: Lot No. 1 of Phase 2, Village Shops of Crumpler
Place Subdivision, as shown on Plat of Record in Plat Book 60 at Page 24 32-1-6**

PLEASE RETURN RECORDED DOCUMENT TO:
First American Title Insurance Company
911 Main Street, Ste 2500
Kansas City, MO 64105
Attn: Sheryl Snook
NCS 490000MS1 KCTY

Holcomb Dunbar
64707 Oxford Ms 38655

MEMORANDUM OF LEASE

(Above space reserved for recorder and recording information)

This instrument prepared by and
after recording return to:

Wilensky & Jones LLP
3109 Carlisle St Suite 100
Dallas, Texas 75204
Attention: Richard S. Wilensky

MEMORANDUM OF LEASE

This Memorandum of Lease is made and entered into as of August 1, 2010 by and between Mario C. Fiorio and Ines B. Fiorio, as Trustees of the Fiorio Family Trust dated December 12, 1992 as to an undivided 83.6768% interest and Yvonne L. Valencia, Trustee of the Valencia Family Bypass Trust u/t/d December 19, 1995 as to an undivided 16.3232% interest, whose address is 6300 Thomas Road, Gilroy, CA 95020 ("**Landlord**"), and 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, "**Tenant**"), whose address is 11201 Renner Blvd Lenexa, Kansas 66219, who agree as follows:

1. Terms and Premises. Pursuant to a certain Land and Building Lease (the "**Lease**") dated on or about the date hereof entered into between Landlord and Tenant, Landlord has leased to Tenant and Tenant has leased from Landlord that certain real property, together with all the improvements thereon and appurtenances thereunto belonging (the "**Premises**"), more particularly described on Exhibit "A" which is attached hereto and incorporated herein, from August 1, 2010, expiring on June 12, 2028. Tenant has four (4) five (5) year options to extend the term of the Lease, all as more particularly set forth in the Lease.

2. Subordination Provisions. Tenant's rights under the Lease shall at all times be subject and subordinate to any fee mortgages and/or trust deeds now or hereafter filed against the Premises and to the rights of any Fee Mortgagee thereunder or as otherwise set forth in Section 26.01 of the Lease.

3. Purpose of Memorandum of Lease. This Memorandum of Lease is executed and recorded to give public notice of the Lease between the parties and all terms and conditions of the Lease are incorporated by reference into this Memorandum and this Memorandum of Lease does not modify the provisions of the Lease. If there are any conflicts between the Lease and this Memorandum of Lease, the provisions of the Lease shall prevail. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Any term not defined herein shall have the meaning as set forth in the Lease.

LANDLORD:

Mario C. Fiorio and Ines B. Fiorio, as Trustees of the Fiorio Family Trust dated December 12, 1992 as to an undivided 83.6768% interest and Yvonne L. Valencia, Trustee of the Valencia Family Bypass Trust u/t/d December 19, 1995 as to an undivided 16.3232% interest

By: *[Signature]* ^{TTE}
Name: MARIO FIORIO AND INES B. FIORIO
Title: Trustee

Witness

By: _____
Name: _____
Title: _____

Witness

By: _____
Name: _____
Title: _____

Witness

3. Purpose of Memorandum of Lease. This Memorandum of Lease is executed and recorded to give public notice of the Lease between the parties and all terms and conditions of the Lease are incorporated by reference into this Memorandum and this Memorandum of Lease does not modify the provisions of the Lease. If there are any conflicts between the Lease and this Memorandum of Lease, the provisions of the Lease shall prevail. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Any term not defined herein shall have the meaning as set forth in the Lease.

LANDLORD:

Mario C. Fiorio and Ines B. Fiorio, as Trustees of the Fiorio Family Trust dated December 12, 1992 as to an undivided 83.6768% interest and Yvonne L. Valencia, Trustee of the Valencia Family Bypass Trust u/t/d December 19, 1995 as to an undivided 16.3232% interest

By: _____

Name: _____

Title: _____

Witness

By: _____

Name: _____

Title: _____

Witness
By: Yvonne L. Valencia Trustee
Name: Yvonne L. Valencia
Title: Trustee

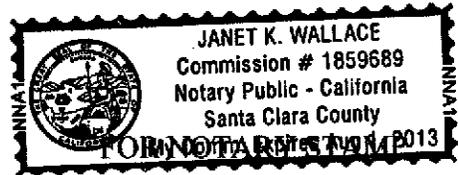
Witness

State California)
County of Santa Clara)

On August 4 2010 before me, JANET K. WALLACE,
personally appeared MARIO C. FIORIO & JACOB FIORIO of _____,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

WITNESS my hand and official seal.

Signature Janet K. Wallace



State _____)
County of _____)

On _____ before me, _____,
personally appeared _____ of _____,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

FOR NOTARY STAMP

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Placer }

On 8-5-2010 before me, Julie North-Brown, Notary Public
Date Here Insert Name and Title of the Officer

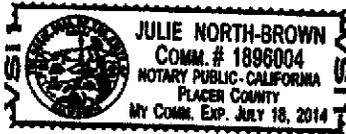
personally appeared [Signature] Yvonne L. Valencia
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Memorandum of Lease

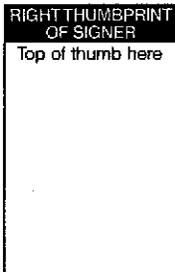
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

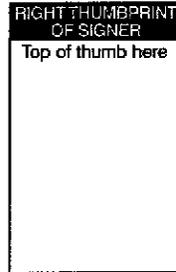
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

TENANT:

APPLEBEE'S RESTAURANTS KANSAS LLC,

a Kansas limited liability company

By: *Rebecca R. Tilden*

Name: Rebecca R. Tilden

Title: Vice President

Siena Barlow

Witness

State Kansas)

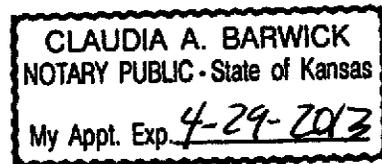
County of Johnson)

On 8-6-10 before me, *Claudia A Barwick*, personally appeared Rebecca R. Tilden, Vice President of Applebee's Restaurants Kansas LLC, a Kansas limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature *Claudia A Barwick*

FOR NOTARY STAMP



APPLEBEE'S RESTAURANTS MID-ATLANTIC LLC

a Delaware limited liability company

By: *Rebecca R. Tilden*

Name: Rebecca R. Tilden

Title: Vice President

Sirena Barlow

Witness

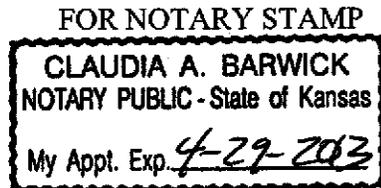
State Kansas)

County of Johnson)

On 8-6-10 before me, *Claudia A. Barwick*, personally appeared Rebecca R. Tilden, Vice President of Applebee's Restaurants Mid-Atlantic LLC, a Delaware limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature *Claudia A. Barwick*



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

By *Rebecca R. Tilden*

Name: Rebecca R. Tilden

Title: Vice President

Siena Barlow

Witness

State Kansas)

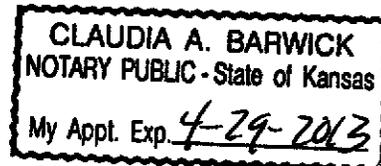
County of Johnson)

On 8-6-10 before me, *Claudia A Barwick*,
personally appeared Rebecca R. Tilden, Vice President of Applebee's Restaurants North LLC, a
Delaware limited liability company, personally known to me (or proved to me on the basis of
satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature *Claudia A Barwick*

FOR NOTARY STAMP



APPLEBEE'S RESTAURANTS TEXAS LLC

a Texas limited liability company

By: *Rebecca R. Tilden*

Name: Rebecca R. Tilden

Title: Vice President

Siena Barlow

Witness

State *Kansas*)

County of *Johnson*)

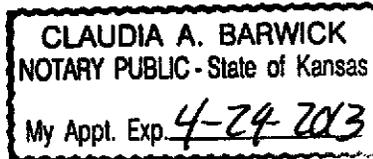
On *8-6-10* before me, *Claudia A. Barwick*,

personally appeared Rebecca R. Tilden, Vice President of Applebee's Restaurants Texas LLC, a Texas limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature *Claudia A. Barwick*

FOR NOTARY STAMP



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 R. Tilden*
Name: Rebecca R. Tilden
Title: Manager

Siena Barlow
Witness

State Kansas)
County of Jackson)

On 8-6-10 before me, *Claudia A. Barwick*,
personally appeared Rebecca R. Tilden, Manager of Applebee's Enterprises LLC, a Delaware
limited liability company, the Sole Member of Applebee's Restaurants West LLC, a Delaware
limited liability company, personally known to me (or proved to me on the basis of satisfactory
evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies),
and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature *Claudia A. Barwick*

FOR NOTARY STAMP

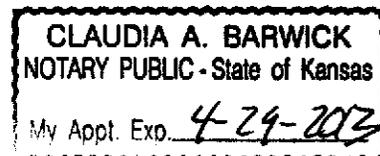


EXHIBIT A**LEGAL DESCRIPTION**

Unit No.: 52074

Property Address: 7515 Goodman Road, Olive Branch, MS

PARCEL I:

LOT NO. 1 OF PHASE 2, VILLAGE SHOPS OF CRUMPLER PLACE SUBDIVISION, AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 60, PAGE 24 BEING LOCATED IN SECTION 32, TOWNSHIP 1 SOUTH, RANGE 6 WEST, OLIVE BRANCH, DESOTO COUNTY, MISSISSIPPI.

BEGIN AT THE NORTHWEST CORNER OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 6 WEST; THENCE SOUTH 00° 42' 02" WEST 99.06 FEET TO A POINT; THENCE SOUTH 89° 17' 58" EAST 2960.33 FEET ALONG THE SOUTH RIGHT OF WAY LINE OF GOODMAN ROAD TO A CHISEL MARK (FOUND); SAID MARK BEING THE TRUE POINT OF BEGINNING FOR THE HEREIN DESCRIBED LOT; THENCE SOUTH 89° 17' 58" EAST 221.01 FEET ALONG SAID RIGHT OF WAY TO AN IRON PIN (FOUND); THENCE SOUTH 00° 40' 15" WEST 240.94 FEET TO AN IRON PIN (FOUND) IN THE NORTHERLY LINE OF A 40 FOOT INGRESS-EGRESS EASEMENT; THENCE ALONG A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 16.80 FEET, DELTA ANGLE OF 06° 25' 06", RADIUS OF 150.00 FEET, TANGENT LENGTH OF 8.41 FEET TO AN IRON PIN (FOUND); THENCE NORTH 89° 17' 58" WEST 170.51 FEET ALONG SAID EASEMENT TO A CHISEL MARK (FOUND); THENCE ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 53.00 FEET, DELTA ANGLE OF 89° 58' 13", RADIUS OF 33.85 FEET, TANGENT LENGTH OF 33.73 FEET TO A CHISEL MARK (FOUND) IN THE EASTERLY LINE OF A 30 FOOT INGRESS-EGRESS EASEMENT; THENCE NORTH 00° 40' 15" EAST 206.27 FEET ALONG SAID EASEMENT TO THE POINT OF BEGINNING.

PARCEL II:

TOGETHER WITH ALL EASEMENT RIGHTS AND APPURTENANCE WITH RESPECT TO INGRESS AND EGRESS TO THE PREMISES AS GRANTED IN THAT CERTAIN RECIPROCAL EASEMENT AND OPERATION AGREEMENT DATED FEBRUARY 25, 1998 AND RECORDED IN BOOK 331, PAGE 132 IN THE OFFICE OF THE CHANCERY CLERK, DESOTO COUNTY, MISSISSIPPI.

RETURN DOCUMENT TO:

First American Title Insurance Company
National Commercial Services
911 Main, Suite 2500, Kansas City, MO 64108
Attention: Sheryl Snook
FILE NO. 490000ms1

Olive Branch, MS # 52074