8/30/10 8:36:44
DK T BK 3,205 PG 305
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

8/30/10 8:37:11
DK P BK 139 PG 555
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

Prepared By and Return To:

First American Title Insurance Company
National Commercial Services
911 Main, Suite 2500
Kansas City, MO 64105
Telephone: (816) 410-7911

PARTIAL RELEASE OF LIEN

BY

WELLS FARGO BANK, NATIONAL ASSOCIATION
(AS ADMINISTRATIVE AGENT)

INDEXING INSTRUCTION: Lot 1 of Phase 2, Village Shops of Crumpler Place Subdivision, Desoto County, Mississippi

---

TO THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI:

This document is intended to effectuate a full release and cancellation of the following:

(1) Deed of Trust, Absolute Assignment of Rents and Leases, and Security Agreement (and Fixture Filing) from DBAPPLEF LLC for the benefit of Wells Fargo Bank, National Association, recorded on June 23, 2008, in Deed of Trust Book 2,915 at Page 660 in the official land records of DeSoto County, Mississippi; and

(2) Assignment of Leases and Rents from DBAPPLEF LLC to Wells Fargo Bank, National Association, recorded on June 23, 2008, in Power of Attorney Book 127 at Page 7 in the records aforesaid.

Holcomb Dunbar
Bx 707
Oxford Ms 38655

6

STATE OF MISSISSIPPI §
§
COUNTY OF DESOTO §

Recording requested by
and when recorded return to:

WELLS FARGO BANK,
NATIONAL ASSOCIATION
1808 Aston Avenue, Suite 250
Carlsbad, California 92008
Attention: Loan Administration

PARTIAL RELEASE OF LIEN
(Unit 52074, Desoto County, Mississippi)

THIS PARTIAL RELEASE OF LIEN (this "**Partial Release**") is granted this 24th day of August, 2010 by 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) ("**Secured Party**"), having an address at 1808 Aston Avenue, Suite 250, Carlsbad, California 92008, Attn: Loan Administration.

RECITALS:

WHEREAS, Secured Party made that certain Loan (herein so called) in the amount of $68,600,000.00 to DBAPPLEF LLC, a Delaware limited liability company ("**Debtor**") pursuant to the terms, provisions and conditions of that certain Amended and Restated Loan Agreement dated effective as of May 27, 2010 (the "**Loan Agreement**") by and between Secured Party and Debtor, and which Loan is evidenced by that certain Amended and Restated Secured Promissory Note of even date with the Loan Agreement, in the principal sum of Sixty-Eight Million Six Hundred Thousand and No/100 Dollars ($68,600,000.00), by Debtor in favor of Secured Party, the "**Note**"), which Note is secured by and/or executed in connection with, among other things, the following documents of even date with the Note: (a) that certain Amended and Restated Security Agreement (the "**Security Agreement**"), executed by Debtor, covering the Collateral (as defined therein), including, without limitation, an Applebee's restaurant located at 7515 Goodman Road, Olive Branch, Mississippi (the "**Unit 52074 Location**"); (b) that certain Deed of Trust, Absolute Assignment of Rents and Leases and Security Agreement (and Fixture Filing) (the "**Unit Deed of Trust**"), covering that certain real property, together with all personal property and improvements thereon located in Desoto County, Mississippi, as more particularly described on **Exhibit A** attached hereto and fully incorporated herein by reference for all purposes (collectively, the "**Unit 52074 Property**"), executed by Debtor in favor of Secured

Party, filed for record on June 23, 2008, as Book 2915, Page 660 of the Records of Desoto County, State of Mississippi (the "**Records**"), as modified pursuant to that certain Modification to Deed of Trust and Assignment of Leases and Rents, executed by Debtor and Secured Party, filed for record on June 2, 2010 as DK T BK 3, 173, Pg 190 of the Records (as modified, the "**Unit 52074 Deed of Trust**"; (c) that certain Assignment of Leases and Rents of even date with the Note filed for record on June 23, 2008, in Book 127, Page 7, covering the Unit 52074 Property, as modified pursuant to that certain Modification to Deed of Trust and ALR executed by Debtor and Secured Party, filed for record on June 2, 2010 as DK P BK 137, Page 696 of the Records (as modified, the "**Unit 52074 ALR**"); (d) that certain UCC-1 Financing Statement recorded in Book 2,915, Page 701, of the Records, covering the Unit 52074 Property (the "**Unit 52074 UCC**"); and (e) various other Deed of Trusts, deeds of trust, assignments of leases and rents, and financing statements filed in various jurisdictions with respect to the realty, personalty and collateral described therein and relating to the other units securing the Loan along with such other documents and agreements as set forth in the Loan Agreement and fully incorporated herein by reference (collectively, with the Loan Agreement, the Note, the Security Agreement, the Unit 52074 Deed of Trust, Unit 52074 ALR and the Unit 52074 UCC, herein called the "**Loan Documents**"), covering certain properties and improvements thereon in the counties and states set forth in the Loan Agreement;

WHEREAS, the terms of the Unit 52074 Deed of Trust, the Unit 52074 ALR and the Unit 52074 UCC provide that the collateral described therein (collectively, the "**Unit 52074 Collateral**") partially secures the repayment and performance of the Loan and all duties and obligations of the Debtor pursuant to the terms of the Loan Agreement, the Note and all of the Loan Documents;

WHEREAS, the terms of the Loan Agreement and the Note provide the Debtor with the option to obtain a release and discharge of the Unit 52074 Collateral from continuing to secure the Loan, in connection with a Property Sale (as defined in the Loan Agreement) pursuant to the conditions precedent set forth therein; and

WHEREAS, Secured Party, having acknowledged Debtor's satisfaction of the conditions precedent to obtaining a release and discharge of the Unit 52074 Collateral from continuing to secure the Loan, has agreed to release its liens and security interests encumbering the Unit 52074 Property, including, without limitation, the Unit 52074 Collateral.

AGREEMENT:

NOW, THEREFORE, for valuable and sufficient consideration, acknowledged and received by Secured Party, Secured Party does hereby release and discharge the Unit 52074 Property as more particularly described on **Exhibit A** attached hereto and the Unit 52074 Collateral from any lien securing the Loan and the Loan Documents, it being intended by the

Secured Party that the Unit 52074 Deed of Trust, the Unit 52074 ALR and the Unit 52074 UCC are hereby released and shall no longer secure the Loan.

IT IS EXPRESSLY AGREED AND UNDERSTOOD that, except as expressly provided herein, this Partial Release shall in no other way release, affect or impair the indebtedness continuing to be evidenced by the Loan and the Loan Documents or any other liens and security interests securing same, which shall remain in full force and effect. Debtor agrees that at any time and from time to time, upon the written request of Secured Party, it will execute and deliver such further documents and do such further acts and things as Secured Party may request in order to fully effect the purposes of this Partial Release and to provide for the continued perfection and priority of all security interests granted to Secured Party.

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

IN WITNESS WHEREOF, Secured Party and Debtor have executed this Partial Release as of the day and year set forth above.

SECURED PARTY:

WELLS FARGO BANK,
NATIONAL ASSOCIATION,
as Administrative Agent

By: Maureen S. Malphus
Name: Maureen S. Malphus
Title: Vice President

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On August 24, 2010 before me, C. L. Gomez, personally appeared Maureen S. Malphus who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, the entity upon behalf of which the person 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.

C. L. Gomez
Notary Public

(SEAL)

C. L. GOMEZ
Commission # 1885098
Notary Public - California
San Diego County
My Comm. Expires Apr 5, 2014

Partial Release (Base Form) [Mississippi]
Wells Fargo/DBAPPLEF – Applebee's
Loan Nos.: 93-0909742 / Unit No.: 52074

EXHIBIT A

DESCRIPTION OF LAND

Unit No.: 52074

Property Address: 7515 Goodman Road, Olive Branch, MS

Description of Land. The Land referred to in this Partial Release is situated in the County of Desoto, State of Mississippi and is described as follows:

Real property situated in the State of Mississippi, and described as follows:

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.

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.

PLEASE RETURN DOCUMENT TO:

First American Title Insurance Company
National Commercial Services
911 Main, Suite 2500, Kansas City, MO 64105
Attention: Karen Keehler
FILE NO. 49000MS1