

1/07/11 10:26:13 <sup>SS</sup>  
DK T BK 3,263 PG 402 <sup>SS</sup>  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

STATE OF MISSISSIPPI §

COUNTY OF DESOTO §

Recording requested by  
and when recorded return to:

1/13/11 9:43:20 <sup>SS</sup>  
DK T BK 3,264 PG 611  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

WELLS FARGO BANK,  
NATIONAL ASSOCIATION  
1808 Aston Avenue, Suite 250  
Carlsbad, California 92008  
Attention: Loan Administration  
**602-567-8100**

1/13/11 9:43:51 <sup>SS</sup>  
DK P BK 142 PG 117  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

**PARTIAL RELEASE OF LIEN  
(Unit 52077, DeSoto County, Mississippi)**

THIS PARTIAL RELEASE OF LIEN (this "**Partial Release**") is granted this 20th day of December, 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 710 DeSoto Cove, Horn Lake, Mississippi 38637 (the "**Unit 52077 Location**"); (b) that certain Mortgage, Absolute Assignment of Rents and Leases and Security Agreement (and Fixture Filing) (the "**Unit Mortgage**"), 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 52077 Property**"), executed by Debtor in favor of Secured

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Party, filed for record on June 23, 2008, as Book 2,915 at Page 461 of the Records of DeSoto County, State of Mississippi (the "**Records**"), as modified pursuant to that certain Modification to Mortgage and Assignment of Leases and Rents, executed by Debtor and Secured Party, filed for record on June 2, 2010 as Book 3,173, Page 180 of the Records (as modified, the "**Unit 52077 Mortgage**"); (c) that certain Assignment of Leases and Rents of even date with the Note filed for record on June 23, 2008, in Book 126 at Page 762, covering the Unit 52077 Property, as modified pursuant to that certain Modification to Mortgage and ALR executed by Debtor and Secured Party, filed for record on June 2, 2010 in Book 137, Page 686 of the Records (as modified, the "**Unit 52077 ALR**"); (d) that certain UCC-1 Financing Statement recorded in Book 2,915 at Page 502, of the Records, covering the Unit 52077 Property (the "**Unit 52077 UCC**"); and (e) various other mortgages, 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 52077 Mortgage, Unit 52077 ALR and the Unit 52077 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 52077 Mortgage, the Unit 52077 ALR and the Unit 52077 UCC provide that the collateral described therein (collectively, the "**Unit 52077 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 52077 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 52077 Collateral from continuing to secure the Loan, has agreed to release its liens and security interests encumbering the Unit 52077 Property, including, without limitation, the Unit 52077 Collateral.

**AGREEMENT:**

**NOW, THEREFORE**, for valuable and sufficient consideration, acknowledged and received by Secured Party, Secured Party does hereby release and discharge the Unit 52077 Property as more particularly described on **Exhibit A** attached hereto and the Unit 52077 Collateral from any lien securing the Loan and the Loan Documents, it being intended by the

Secured Party that the Unit 52077 Mortgage, the Unit 52077 ALR and the Unit 52077 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]**



**EXHIBIT A****DESCRIPTION OF LAND****LEGAL DESCRIPTION**

Unit No.: 52077

Property Address: 710 DeSoto Cove, Horn Lake, MS

Real property situated in the State of Mississippi, DeSoto County and 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.