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DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

PREPARED BY:

Jacqueline Bozzuto, Esq.
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 North Eola Drive
Orlando, FL 32801
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AFTER RECORDING RETURN TO:

gws
Edley H. Jones III (MSB No. 3201)
McGlinchey Stafford, PLLC
Post Office Drawer 22949
Jackson, MS 39225-2949
(601) 960-8400

AS TO MISSISSIPPI FORMATTING REQUIREMENTS,

PREPARED BY:

Edley H. Jones III (MSB No. 3201)
McGlinchey Stafford, PLLC
Post Office Drawer 22949
Jackson, MS 39225-2949
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INDEXING INSTRUCTIONS: Lot 1, Phase 2, Village Shops of Crumpler Place Subdivision, as shown on plat of record in Plat Book 60, Page 24, located in Section 32, Township 1 South, Range 6 West, City of Olive Branch, DeSoto County, MS

MEMORANDUM OF ASSIGNMENT OF LEASE

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
APPLEBEE'S RESTAURANTS WEST LLC, a Delaware limited liability company
c/o Applebee's Services, Inc.
8140 Ward Parkway
Kansas City, MO 64114
ASSIGNOR

AIG TN HOLDING, LLC
a Delaware limited liability company
1503 Belvedere Road
West Palm Beach, FL 33406
ASSIGNEE

PREPARED BY:
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Edley H. Jones III
McGlinchey Stafford, PLLC
Post Office Drawer 22949
Jackson, MS 39225-2949
(601) 960-8400
MS Bar No. 3201

INDEXING INSTRUCTIONS: 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

MEMORANDUM OF ASSIGNMENT OF LEASE

THIS MEMORANDUM OF ASSIGNMENT OF LEASE is made as of January 11, 2012, by and between **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, whose mailing address is c/o Applebee's Services, Inc., 8140 Ward Parkway, Kansas City, Missouri 64114 (collectively, "**Assignor**") and **AIG TN HOLDING, LLC**, a Delaware limited liability company whose mailing address is 1503 Belvedere Road, West Palm Beach, Florida 33406 ("**Assignee**").

WHEREAS, Assignor is the current tenant under that certain Land and Building Lease dated 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, as Trustee of the Valencia Family Bypass Trust u/t/d December 19, 1995 as to an undivided 16.3232% interest, as landlord, and Assignor, as tenant (as amended, modified, and assigned from time to time, the "**Lease**") regarding the premises more particularly described in Exhibit A attached hereto and made a part hereof (the "**Premises**"); and

WHEREAS, a Memorandum of Lease was recorded with regard to the Lease in the Records of Desoto County, Mississippi, on August 11, 2010, in Book 139, Page 290; and,

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WHEREAS, pursuant to that certain Lease Assignment and Assumption Agreement dated on or about the date hereof (the “**Assignment**”), Assignor assigned all of its rights, title and interest in and to the Lease and the Premises to Assignee as of the “Effective Date” referenced therein; and

WHEREAS, by this Memorandum, the parties wish to provide notice of such Assignment and of certain provisions contained therein.

NOW, THEREFORE, Assignor and Assignee hereby give notice as follows:

1. Assignment and Assumption. Subject to the provisions of the Assignment, Assignor hereby assigns, conveys, and transfers to Assignee, and Assignee accepts such assignment, conveyance, and transfer of all of Assignor’s rights, title, and interest in and to the Lease and the Premises. Assignee hereby assumes all payment and performance obligations of the Assignor with respect thereto from and after the Effective Date of the Assignment.

2. Short Form Memorandum. In addition to the terms specifically referenced herein, the Lease contains numerous other terms, conditions and covenants, and notice is hereby given that reference should be made to the Lease and Assignment directly with respect to the details of such terms, conditions, and covenants. This Memorandum is executed in short form for the convenience of the parties and for the purpose of recording the same, and this Memorandum shall not have the effect of modifying, supplementing or breaching the Lease, the Assignment, or any of their respective provisions as the same are now or may hereafter be in force and effect. In the event of any inconsistencies between this Memorandum and the Lease or the Assignment, the provisions of the Lease and the Assignment, as applicable, shall control.

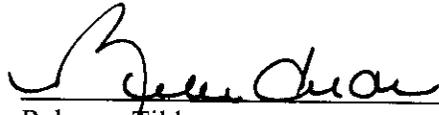
3. Governing Law. This Memorandum shall be governed by and construed in accordance with the laws of the State which is the governing law pursuant to the terms of the Lease, without giving any effect to choice of law rules thereof.

[Signature on following page]

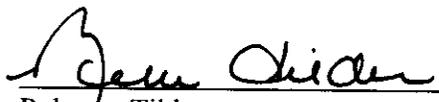
WITNESS our signatures as of the date(s) of the acknowledgements below, to be effective as of the 9 day of January, 2012.

ASSIGNOR:

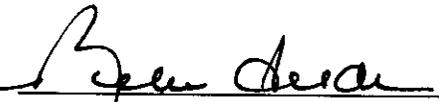
APPLEBEE'S RESTAURANTS KANSAS LLC

By: 
Rebecca Tilden
Vice President

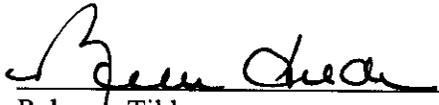
APPLEBEE'S RESTAURANTS MID-ATLANTIC LLC

By: 
Rebecca Tilden
Vice President

APPLEBEE'S RESTAURANTS NORTH LLC

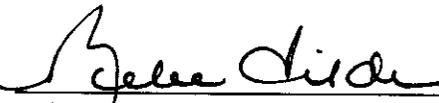
By: 
Rebecca Tilden
Vice President

APPLEBEE'S RESTAURANTS TEXAS LLC

By: 
Rebecca Tilden
Vice President

APPLEBEE'S RESTAURANTS WEST LLC

By: APPLEBEE'S INTERNATIONAL, INC.,
Its sole member

By: 
Rebecca Tilden
Vice President

ACKNOWLEDGEMENT

STATE OF Missouri
COUNTY OF Jackson

Personally appeared before me, the undersigned authority in and for the said county and state, on this 9th day of January, 2012, within my jurisdiction, the within named REBECCA TILDEN, who acknowledged to me that she is Vice President of **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, and **APPLEBEE'S RESTAURANTS TEXAS LLC**, a Texas limited liability company, and that for and on behalf of said companies, and as the act and deed of said companies, she executed the above and foregoing instrument, after first having been duly authorized by said companies so to do.

Sirena Barlow
NOTARY PUBLIC

My commission expires:

12/1/15



SIRENA BARLOW
My Commission Expires
December 1, 2015
Jackson County
Commission #11274396

ACKNOWLEDGEMENT

STATE OF Missouri
COUNTY OF Jackson

Personally appeared before me, the undersigned authority in and for the said county and state, on this 9th day of January 2012, within my jurisdiction, the within named REBECCA TILDEN, who acknowledged to me that she is Vice President of **APPLEBEE'S INTERNATIONAL, INC.**, a Delaware corporation, as sole member of **APPLEBEE'S RESTAURANTS WEST LLC**, a Delaware limited liability company, and that for and on behalf of said company, and as the act and deed of said company, she executed the above and foregoing instrument, after first having been duly authorized by said company so to do.

Sirena Barlow
NOTARY PUBLIC

My commission expires:

12/1/15



SIRENA BARLOW
My Commission Expires
December 1, 2015
Jackson County
Commission #11274396

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Store #52074 – Olive Branch, MS

ASSIGNEE:

AIG TN HOLDING, LLC
a Delaware limited liability company

By: AIG TN MM, LLC,
a Florida limited liability company,
as its Managing Member

By: Anand d. Patel
Anand Patel, its Manager

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF ORANGE

Personally appeared before me, the undersigned authority in and for the said county and state, on this 9 day of January, 2012, within my jurisdiction, the within named ANAND PATEL, who acknowledged to me that he is Manager of AIG TN MM, LLC, a Florida limited liability company, the Managing Member of **AIG TN HOLDING, LLC**, a Delaware limited liability company, and that for and on behalf of said limited liability company, and as the act and deed of said limited liability company, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Allison Perez
NOTARY PUBLIC

My commission expires:



ALLISON PEREZ
NOTARY PUBLIC
STATE OF FLORIDA
Comm# DD999409
Expires 6/8/2014

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Store #52074 – Olive Branch, MS

Exhibit A

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Store #52074 – Olive Branch, MS

LEGAL DESCRIPTION:**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 DEGREES 42 MINUTES 02 SECONDS WEST 99.06 FEET TO A POINT; THENCE SOUTH 89 DEGREES 17 MINUTES 58 SECONDS 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 DEGREES 17 MINUTES 58 SECONDS EAST 221.01 FEET ALONG SAID RIGHT OF WAY TO AN IRON PIN (FOUND); THENCE SOUTH 00 DEGREES 40 MINUTES 15 SECONDS 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 DEGREES 25 MINUTES 06 SECONDS, RADIUS OF 150.00 FEET, TANGENT LENGTH OF 8.41 FEET TO AN IRON PIN (FOUND); THENCE NORTH 89 DEGREES 17 MINUTES 58 SECONDS 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 DEGREES 58 MINUTES 13 SECONDS, 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 DEGREES 40 MINUTES 15 SECONDS 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.

AND ALSO, TOGETHER WITH all easement rights and appurtenance granted in that certain Reciprocal Easement Agreement dated November 3, 1994, and recorded in Book 279 at Page 318, as amended by First Amendment to Reciprocal Easement Agreement recorded in Book 279 at Page 343, and by Second Amendment to Reciprocal Easement Agreement recorded in Book 389 at Page 380 of the records aforesaid.