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Shelby Cnty Judge of Probate, AL
12/27/2002 14:55:00 FILED/CERTIFIED

THIS INSTRUMENT WAS PREPARED BY AND
AFTER RECORDATION RETURN TO:

LOWNDES, DROSDICK, DOSTER, KANTOR & REED, P.A.

450 South Orange Avenue, Suite 800, Orlando, Florida 32801

Attn: Kathi W. Borkholder, Esq.

RETURN BY: MAIL (X) PICK UP ()

Captain D's Unit # 3753/Pelham, Shelby County, Alabama

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (the "Memorandum") is made and entered into as of the 26 day of December, 2002, by and between Captain D's, LLC, a Delaware limited liability company (the "Tenant"), and **CNLRs ACQUISITIONS, INC.**, a Maryland corporation (the "Landlord").

WITNESSETH:

WHEREAS, pursuant to the Lease Agreement, dated as of December 26, 2002, (such Lease Agreement, as it may be hereafter amended, modified or supplemented, is herein referred to as the "Lease"), by and between Landlord and Tenant, Landlord has leased to Tenant, and Tenant has rented and leased from Landlord, the property described therein, including, without limitation, the following (the "Premises"): the real property or properties described more particularly in the legal description or descriptions attached hereto as **Exhibit A-1** and incorporated herein by this reference (the "Property"), together with (i) all rights, privileges, easements, servitudes, rights-of-way and appurtenances belonging or appurtenant to the Property (the "Appurtenant Interests"), and (ii) all buildings, fixtures and other improvements now or hereafter located on the Property and all right, title and interest of Landlord in and to any improvements used in connection with or necessary for the exercise of the Appurtenant Interests; and

WHEREAS, Landlord and Tenant wish to publish notice of the Lease with respect to the Premises;

NOW, THEREFORE, the parties hereto agree as follows:

1. In consideration of the rent and other sums to be paid by Tenant and of the other terms, covenants and conditions on Tenant's part to be kept and performed pursuant to the Lease, Landlord leases to Tenant, and Tenant takes and leases from Landlord, the Premises. The term of the Lease with respect to the Premises commenced on December 26, 2002, and expires on December 31, 2022, unless extended or otherwise terminated as provided in the Lease.

2. The Lease grants Tenant two (2) additional options to extend the term of the Lease for consecutive periods of ten (10) years each, each of which is deemed to be automatically exercised by Tenant unless Tenant provides written notice to Landlord not less than six (6) months prior to the then existing expiration date of the term of the Lease of Tenant's election not to extend the term of the Lease for the next succeeding ten (10) year extension term.

3. Tenant has a right of first refusal to purchase the Premises on the terms and conditions set forth in the Lease.

4. The respective addresses of the parties hereto are:

Tenant: Captain D's, LLC
1717 Elm Hill Pike
Nashville, Tennessee 37210
Attn: Property Management

If to Landlord: CNLRS ACQUISITIONS, INC.
450 South Orange Avenue
Orlando, FL 32801-3336
Attention: Property Management

5. The terms and provisions of the Lease and this Memorandum shall run with the land for as long as the Lease remains in effect and shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

6. This Memorandum is intended for recording purposes only, and does not modify, supersede, diminish, add to or change any of the terms and conditions of the Lease in any respect. The terms and conditions of the Lease shall control notwithstanding that the terms and conditions of the Lease may be inconsistent or vary from those set forth in this Memorandum.

7. This Memorandum may be executed in multiple counterparts or copies, each of which shall be deemed an original hereof for all purposes. One or more counterparts or copies of this Memorandum may be executed by one of the parties hereto, and some different counterparts or copies executed by the other party hereto. Each counterpart or copy hereof executed by a party hereto shall be binding upon the party executing the same even though the other party may execute one or more different counterparts or copies and all counterparts or copies hereof so executed shall constitute but one and the same instrument. Each party hereto (a "Signing Party"), by execution of a counterpart or copy hereof, expressly authorizes and directs the other party hereto to detach the signature pages and/or acknowledgment, attestation, witness, jurat or similar pages thereto from the counterpart or copy hereof executed by such Signing Party and affix the same to another identical counterpart or copy hereof such that upon execution of multiple counterparts or copies hereof by all parties hereto, there shall be one counterpart or copy hereof to which are attached signature pages containing signatures of all parties hereto, together with any such acknowledgment, attestation, witness, jurat or similar pages relating thereto.

IN WITNESS WHEREOF, the parties have executed and sealed this Memorandum to be effective as of the day and date first above written.

"LANDLORD"

Signed, Sealed and Delivered
In the presence of:

CNLRS ACQUISITIONS, INC., a Maryland
corporation

Kella Schauble
Name Kella Schauble

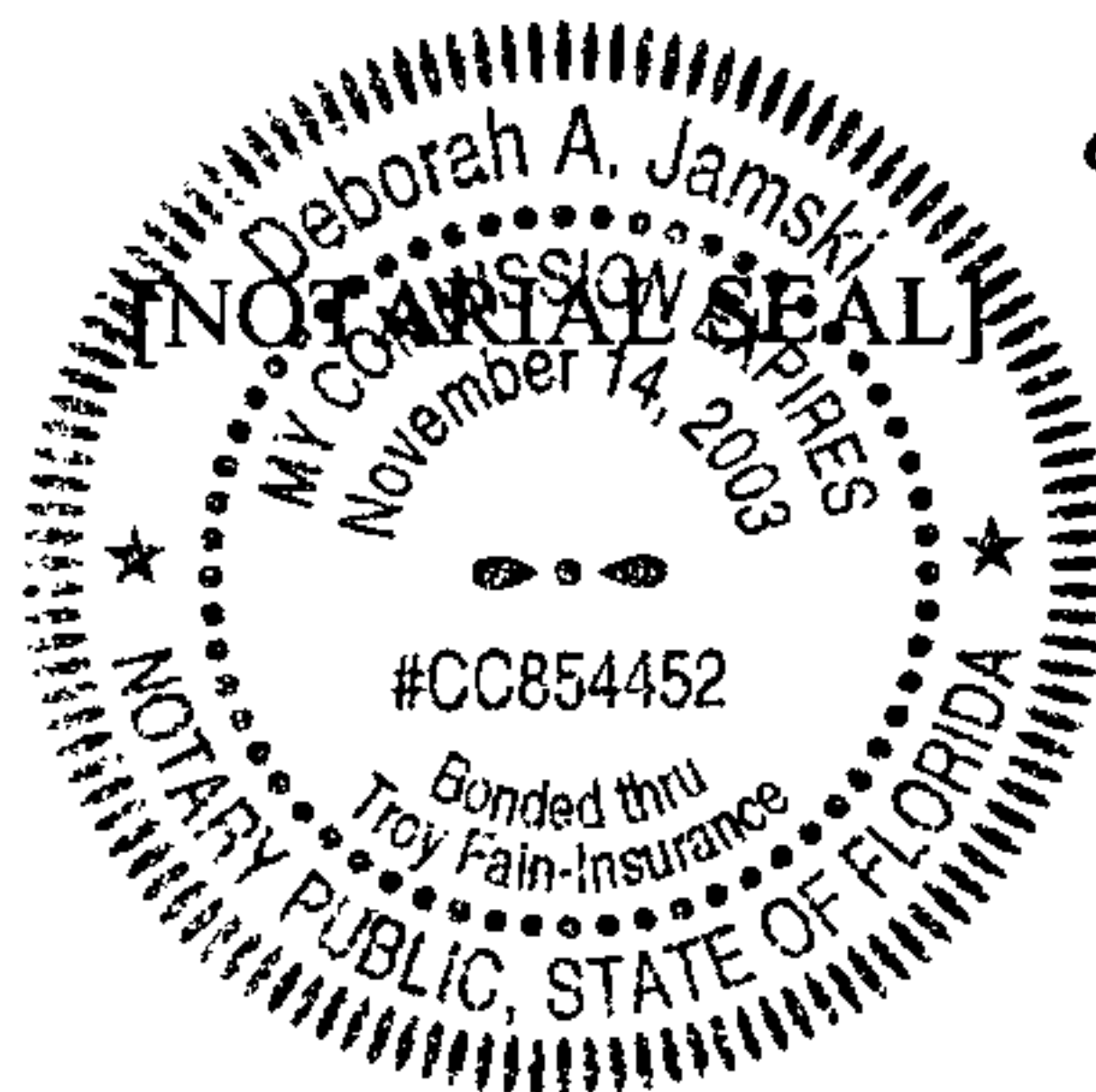
By: K. B. Hilt
Name: KEVIN B. HABICHT
Title: EXECUTIVE VICE PRESIDENT

Deborah A. Jamski
Name DEBORAH A. JAMSKI

STATE OF FLORIDA
COUNTY OF ORANGE

I, the undersigned, a notary public in and for said county in said state, hereby certify that KEVIN B. HABICHT, whose name as Exec V.P. of CNLRS Acquisitions, Inc., a Maryland corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such Exec V.P. and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 19th day of December 2002.



Deborah A. Jamski
Notary Public

DEBORAH A. JAMSKI
My Commission Expires: _____

Signed, ~~Sealed~~ and Delivered
in the presence of:

"TENANT"

CAPTAIN D'S, LLC, a Delaware limited
liability company

Patricia Tidwell
Name: Patricia Tidwell

Jean Shuttleworth
Name: Jean Shuttleworth

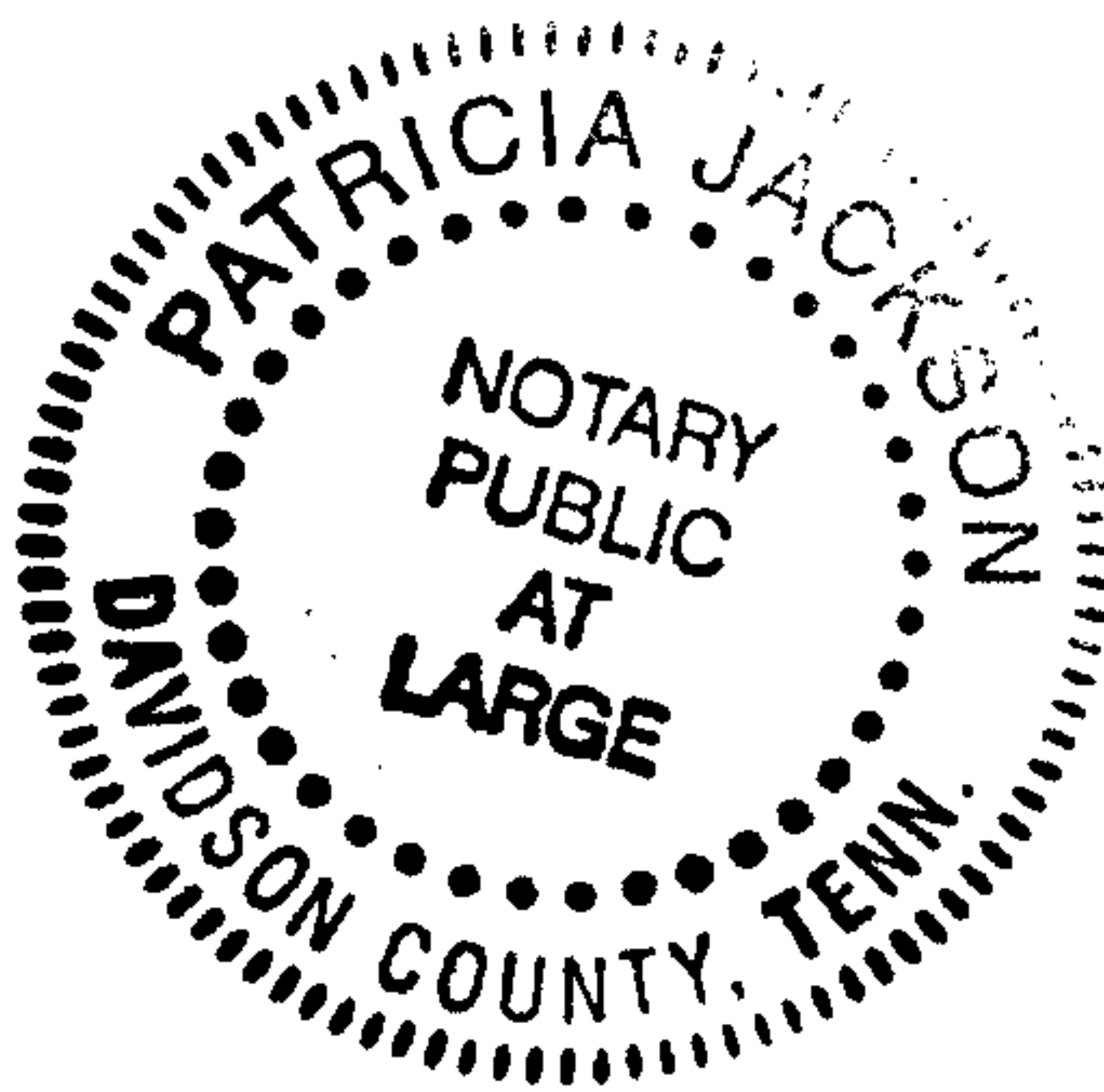
By: _____

Colt Hothorn
Vice President

STATE OF TENNESSEE
COUNTY OF DAVIDSON

I, the undersigned, a notary public in and for said county in said state, hereby certify that Colt Hothorn, whose name as Vice President of **CAPTAIN D'S, LLC**, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such Vice President and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 13th day of December 2002.



[NOTARIAL SEAL]

Patricia Jackson
Notary Public

My Commission Expires: 7-29-06

Exhibit A-1

Land in the Town of Pelham, Shelby County, Alabama, being more particularly described as follows:

A parcel of land lying in the Southeast Quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of the Southeast Quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama; thence Easterly along the South line of said Quarter Section 1,826.71 feet to a point; thence turn a right interior angle of 57° 00'07" and run Northwesterly 1,620.77 feet to a point on the Southeast right-of-way line of Alabama Highway No. 119, being 100 feet Southeasterly of the centerline of said highway; thence turn a left interior angle of 88 degrees 41 minutes 21 seconds and run Northeasterly and parallel to said highway centerline 160.62 feet to the point of beginning of said parcel; thence continue on last described course a distance of 92.45 feet to a point that is 100 feet Southeasterly of and at right angles to the centerline of said highway at Station 37+00; thence turn a left interior angle of 165 degrees 57 minutes 50 seconds and run Northeasterly 9.51 feet; thence turn a left interior angle of 149 degrees 02 minutes 10 seconds and run Southeasterly 62.56 feet; thence turn a left interior angle of 135 degrees 00 minutes 00 seconds and run in a Southeasterly direction a distance of 167.00 feet; thence turn a left interior angle of 90 degrees 00 minutes and run in a Southwesterly direction a distance of 145.83 feet; thence turn a left interior angle of 90 degrees 00 minutes and run in a Northwesterly direction a distance of 213.46 feet to the point of beginning.