

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 # 3573/Alabaster, 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 **CNL FUNDING 2001-A, LP**, a Delaware limited partnership (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: CNL FUNDING 2001-A, LP
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:

[Signature]
Name: R. Okonowicz

[Signature]
Name: Joanne Ball

CNL FUNDING 2001-A, LP, a Delaware
limited partnership

BY: CNL Funding 2001-A, Inc., a
Delaware corporation, as General
Partner

[Signature]
By: John L. Farren
Name: John L. Farren
Title: Senior Vice President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF ORANGE

I, the undersigned, a notary public in and for said county in said state, hereby certify that John L. Farren, whose name as Sr. V.P. of CNL Funding 2001-A, Inc., a Delaware corporation, as General Partner of CNL Funding 2001-A, LP, a Delaware limited partnership, 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 Sr. V.P. and with full authority, executed the same voluntarily for and as the act of said corporation and limited partnership.

Given under my hand and official seal this 17th day of December 2002.

[NOTARIAL SEAL]

[Signature]
Notary Public

My Commission Expires: _____



Carmen Burgos
My Commission DD160299
Expires October 22, 2006

"TENANT"

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



Name: Pamela Tidwell



Name: Jean Shuttleworth

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

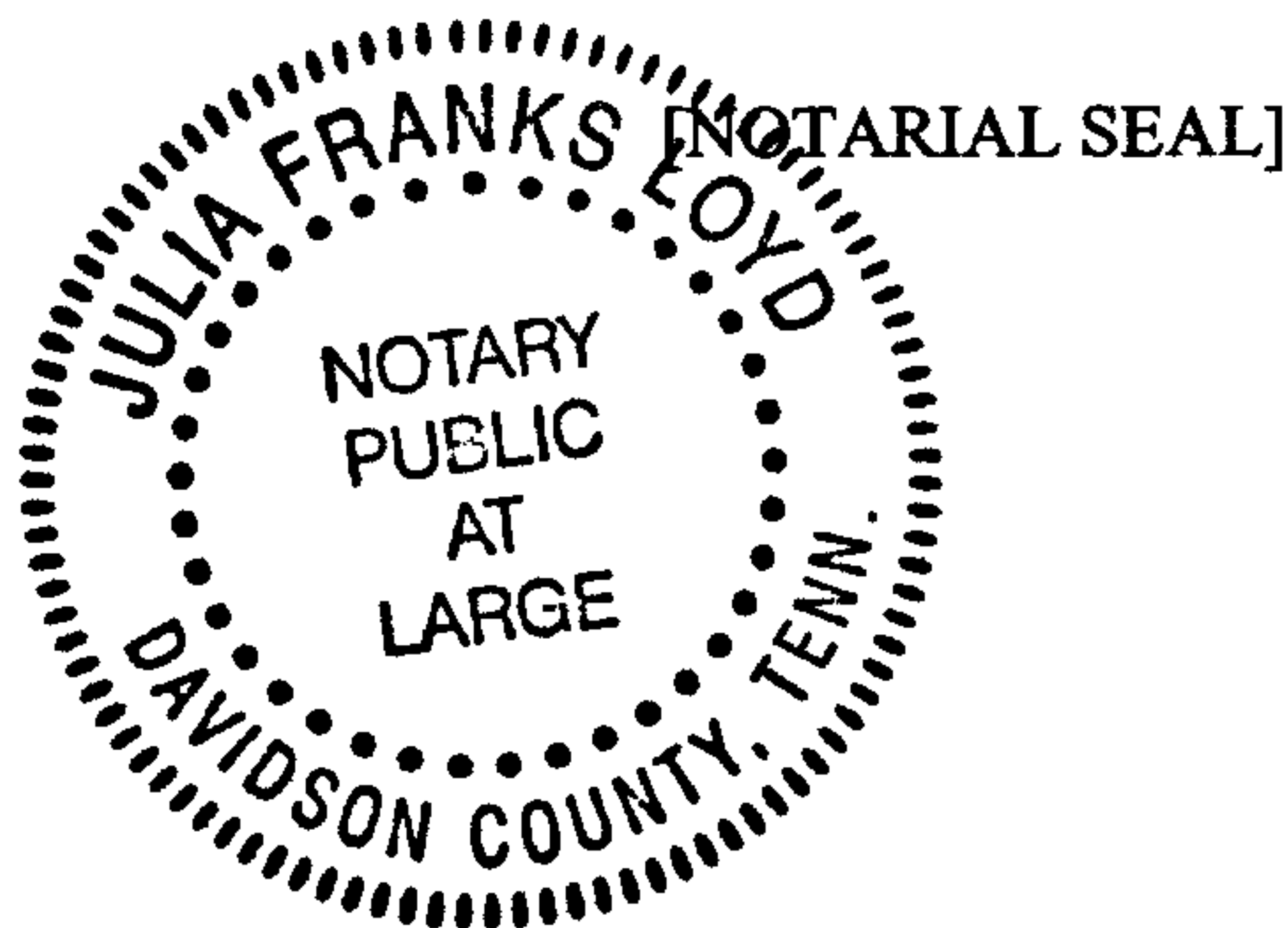
By: _____

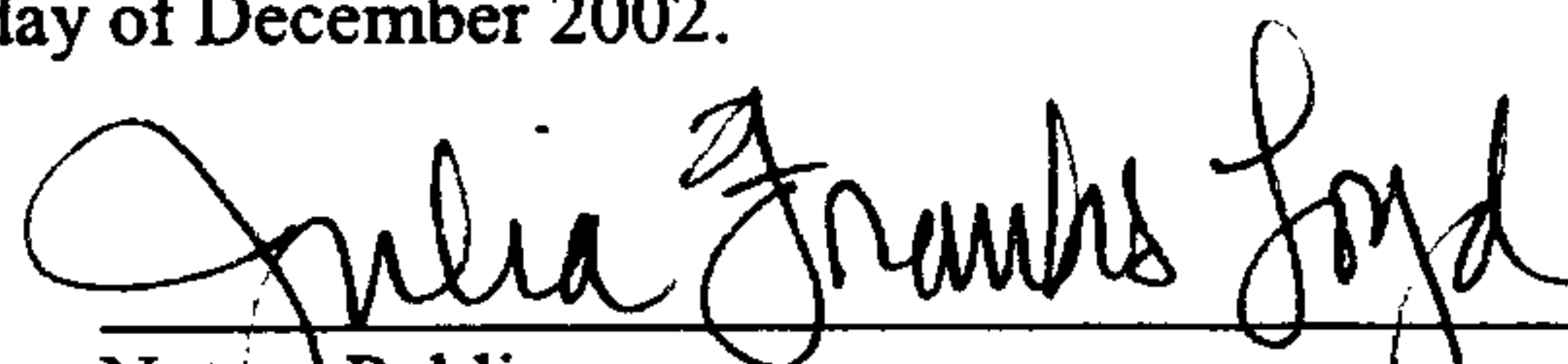

Colt Hothorn
Vice President

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.




Notary Public

My Commission Expires: May 28, 2003

Exhibit A-1

Land in Shelby County, Alabama, being more particularly described as follows:

Tract I:

A part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 25, Township 20 South, Range 3 West, being more particularly described as follows: Commence at the Southwest corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 25, Township 20 South, Range 3 West and run East along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 130.60 feet to a point on the Westerly right-of-way line of U. S. Highway No. 31; thence an angle left of 75 degrees 29 minutes and run Northerly along said Westerly right-of-way line a distance of 560 feet to the point of beginning; thence an angle left of 90 degrees and run Northwesterly a distance of 200 feet; thence an angle right of 90 degrees and run Northerly a distance of 115 feet; thence an angle right of 90 degrees and run Easterly a distance of 200 feet to the Westerly right-of-way line of U. S. Highway No. 31; thence an angle right of 90 degrees and run along said Westerly right-of-way line 115 feet to the point of beginning.

Tract II:

A parcel of land situated in the Southwest 1/4 of the Southwest 1/4 of Section 25, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of the Southwest one quarter of the Southwest one quarter of Section 25, Township 20 South, Range 3 West, Shelby County, Alabama, and run East along the South line of said quarter-quarter section 130.60 feet to a point on the westerly right of way of U. S. Highway No 31; thence 75 degrees 29 minutes left and run northerly along said westerly right of way 560 feet; thence 90 degrees left leaving said right of way and run northwesterly 200 feet to the point of beginning; thence continue along last stated course 118.23 feet to the easterly right of way of the Louisville-Nashville Railroad; thence 82 degrees 21 minutes thirty seconds right along said railroad right of way 116.03 feet; thence 97 degrees 38 minutes 30 seconds right leaving said railroad right of way and run 133.66 feet; thence 90 degrees right 115 feet to the point of beginning.