

**THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:**

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**TERMINATION OF LEASE AND MEMORANDUM OF LEASE
AND
TERMINATION AND WAIVER OF FIRST RIGHT OF REFUSAL
TO PURCHASE AND OPTION TO PURCHASE**

**THIS TERMINATION OF LEASE AND MEMORANDUM OF LEASE AND
TERMINATION AND WAIVER OF FIRST RIGHT OF REFUSAL TO PURCHASE
AND OPTION TO PURCHASE** (the "Agreement") made this 16th day of April, 2007 (the
"Effective Date"), between **CNL APF APF PARTNERS, LP** successor by merger to **CNL
INCOME FUND X, LTD.**, a Delaware limited partnership ("Landlord"), and **SHONEY'S,
LLC**, a Tennessee limited liability company, f/k/a TPI Restaurants, Inc. ("Tenant").

WITNESSETH:

WHEREAS, Tenant is the current Tenant and Landlord is the current Landlord under
that certain Lease Agreement dated December 6, 1991 (the "Lease") for certain property located
in Pelham, Shelby County, Alabama, more particularly described on Exhibit "A" attached hereto
and incorporated herein (the "Property"). The Lease was memorialized by those certain
Memorandums of Lease recorded on December 9, 1991 of record in Book 376, Page 680 and
Book 376, Page 683, Public Records of Shelby County, Alabama; and

WHEREAS, under Section 11(a) of the Lease, Tenant has the right of first refusal to
purchase the Property upon any proposed sale of said Property; and

WHEREAS, under Section 11(b) of the Lease, Tenant has the option to purchase the
Property during the seventh (7th), tenth (10th), fifteenth (15th), twentieth (20th) and twenty-fifth
(25th) Lease Years (as that term is defined in the Lease) under the terms and conditions contained
in the Lease; and

WHEREAS, under Section 11(b)(i) of the Lease, Tenant, at the time of exercise of the
option to purchase the Property stated in Section 11(b), Tenant is required to pay to Landlord a
\$500.00 non-refundable deposit; and

WHEREAS, Landlord and Tenant desire to terminate the Lease as of the Effective Date hereof and release of record with the Public Records of Shelby County, Alabama the Memorandums of Lease; and

WHEREAS, in consideration of the termination of the Lease and release of the Memorandums of Lease, Tenant has agreed to irrevocably waive and terminate any and all of its rights under Sections 11(a) and 11(b) of the Lease as of the Effective Date.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. Incorporation of the Recitals. The recitals are true and correct and are incorporated herein by this reference.

2. Termination of the Lease and Memorandums of Lease. As of the Effective Date, the Lease and Memorandums of Lease are hereby terminated, released and discharged.

3. Waiver and Termination of Right of First Refusal and Option to Purchase. As of the Effective Date, Tenant hereby irrevocably waives and terminates any and all of its rights under Sections 11(a) and 11(b) of the Lease.

4. Waiver of Obligation to Pay Appraisal Fees and Waiver of Non-Refundable Deposit. As of the Effective Date, (i) Landlord irrevocably waives the right to pursue Tenant for appraisal fees relating to Sections 11(a) and 11(b) of the Lease during the fifteenth (15th) Lease Year only, and (ii) Tenant irrevocably waives any interest in the non-refundable faith deposit paid in connection with any prior pursuit of Tenant's option to purchase and Landlord shall be entitled to retain such non-refundable deposit.

5. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and it shall constitute sufficient proof of the Agreement to present any copy, copies or facsimiles signed by the parties to be charged.

6. Recordation. Either party may record this agreement in the appropriate public records to evidence the termination of the Lease and Memorandums of Lease.

7. Amendments and Modifications to Lease. All other provisions of the Lease shall remain in full force and effect unless amended herein.

[SIGNATURE APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

Signed, sealed and delivered
in the presence of:

Caroline Herdlin
Name: Caroline Herdlin

Joan Sherro
Name: Joan Sherro

CNL APF PARTNERS, LP successor by merger
to **CNL INCOME FUND X, LTD.**, a Delaware
limited partnership

By: **CNL APF GP, LLC**, a Delaware limited
liability company, its sole General Partner

By: **CNL RESTAURANT INVESTMENTS,
LLC**, a Delaware limited liability company,
its sole Member

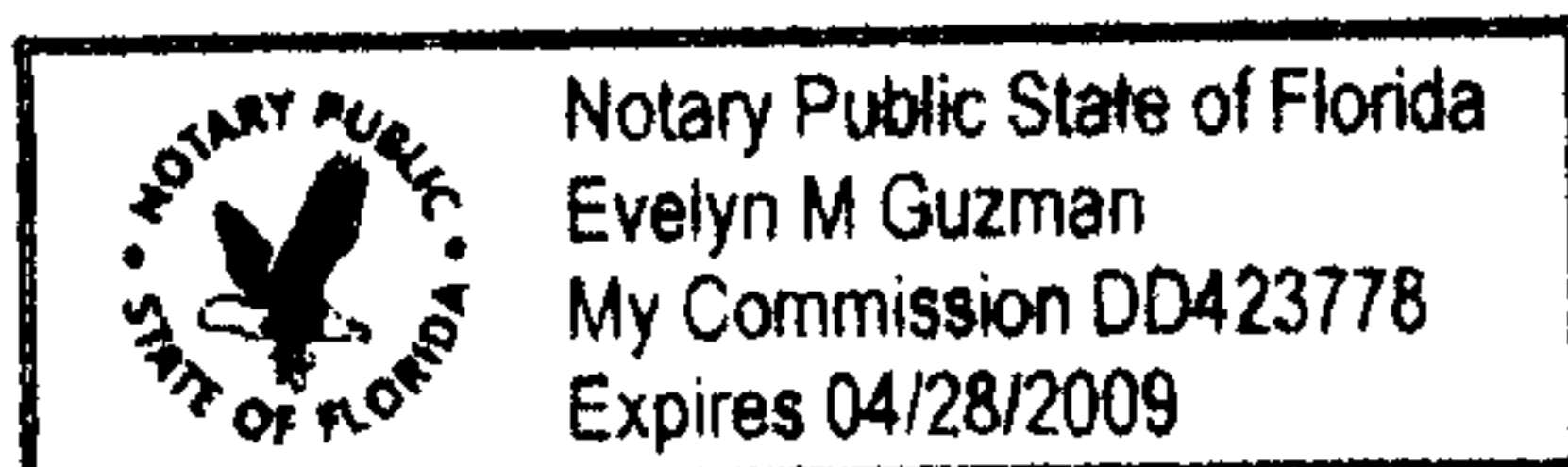
By: **FF-TSY HOLDING COMPANY II,
LLC**, a Delaware limited liability
company, its sole Member

By: **TSY-FF ACQUISITION COMPANY,
INC.**, a Maryland corporation, its sole
Member

By: T. Glenn Kindred, Jr.
Name: T. Glenn Kindred, Jr.
Title: Authorized Signatory

STATE OF FLORIDA
COUNTY OF ORANGE

I, EVELYN M. GUZMAN, a Notary Public in and for said
County in said State, hereby certify that T. Glenn Kindred, Jr.,
whose name as the AUTHORIZED SIGNATORY of **TSY-FF ACQUISITION
COMPANY, INC.**, a Maryland corporation, as sole Member of **FF-TSY HOLDING
COMPANY II, LLC**, a Delaware limited liability company as sole Member of **CNL
RESTAURANT INVESTMENTS, LLC**, a Delaware limited liability company, as sole
Member of **CNL APF GP, LLC**, a Delaware limited liability company, as sole General Partner
of **CNL APF PARTNERS, LP** successor by merger to **CNL INCOME FUND X, LTD.**, a
Delaware limited partnership, is signed to the foregoing instrument and who is known to me,
acknowledged before me on the day that, being informed of the contents of the said instrument,
he/she, as such officer and with full authority, executed the same voluntarily on the date the same
bears date, for and as the act of said limited partnership.



Evelyn M. Guzman
Notary Public, State of Florida
Print Name: EVELYN M. GUZMAN
Commission Number: DD 423778
Commission Expires: 4/28/2009

Signed, sealed and delivered
in the presence of:

Donna M Adams
Name: Donna M. Adams

Loetta Sturgill
Name: Loetta Sturgill

"TENANT"

SHOLAND, LLC f/k/a
SHONEY'S, LLC, a Tennessee limited liability
company, f/k/a TPI RESTAURANTS, INC.

By: Ted R Habermann
Name: Ted R Habermann
Title: Vice President

STATE OF TENNESSEE
COUNTY OF DAVIDSON

I, _____, a Notary Public in and for said
County in said State, hereby certify that Ted R Habermann,
whose name as the Vice President of Sholand, LLC f/k/a SHONEY'S, LLC, a Tennessee
limited liability company, f/k/a TPI RESTAURANTS, INC., is signed to the foregoing
instrument and who is known to me, acknowledged before me on the day that, being informed of
the contents of the said instrument, he/she, as such officer and with full authority, executed the
same voluntarily on the date the same bears date, for and as the act of said ~~General Partner of the~~
~~limited partnership.~~ corporation this 12th day of April, 2007.

Donna D. Driver
Notary Public, State of Tennessee
Print Name: Donna D. Driver
Commission Number: 0000000000
Commission Expires: 5/09/2010

EXHIBIT "A"

(LEGAL DESCRIPTION)

Lot C-1, according to the Survey of Cahaba Valley Park North, as recorded in Map Book 13, Page 140, in Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.



20070511000220990 5/5 \$23.00
Shelby Cnty Judge of Probate, AL
05/11/2007 08:55:56AM FILED/CERT