

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this "Assignment") is made as of May 16, 2008, by Jerry Ono, as Trustee of the Jerry Ono 2004 Living Trust dated March 3, 2004 ("Assignor") and Rob Wolf and Jennifer L. Wolf, husband and wife (collectively, "Assignee").

RECITALS:

A. CNL Net Lease Funding 2003, LLC, a Delaware limited liability company, as Landlord ("CNL"), and Captain D's, LLC, a Delaware limited liability company, as Tenant, entered into that certain Lease Agreement dated as of August 15, 2005 ("Lease"), for premises located at 101 Super Center Drive, Calera, Alabama 35040 (the "Property") as more particularly described in Exhibit A attached hereto and in the Lease. Further, the Lease is evidenced by a Memorandum of Lease recorded as Instrument No. 20050819000428680, in the Office of the Judge of Probate of Shelby County, Alabama.

B. CNL subsequently assigned an undivided 68.39% interest to Assignee, and an undivided 31.61% interest in the Lease to Assignor, by that certain Assignment and Assumption of Lease dated December 30, 2005 as recorded in Instrument No. 20060110000017090, in the Office of the Judge of Probate of Shelby County, Alabama.

C. Assignor now desires to assign its undivided 31.61% interest under the Lease to Assignee and Assignee desires to succeed to the interest of Assignor under the Lease and is willing to assume all of the obligations of Assignor under the Lease.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

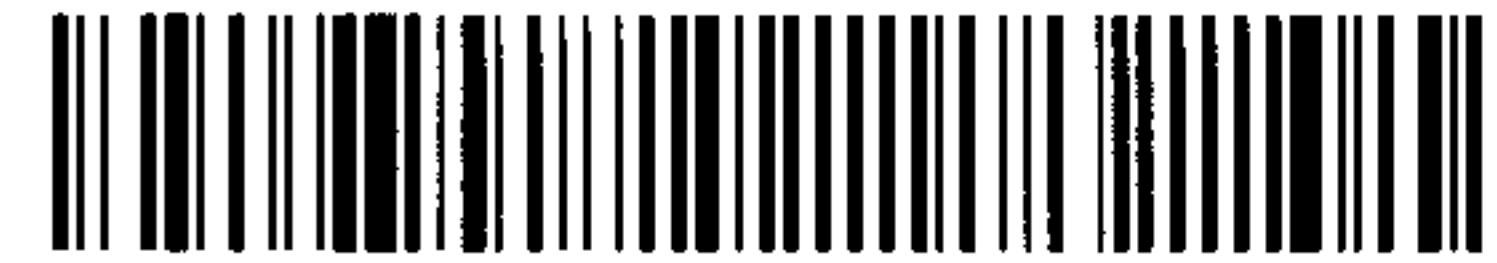
1. Assignor hereby assigns, transfers and sets over unto Assignee an undivided 31.61% interest in and to the Lease as of the date of this Assignment.

2. Assignee, for the benefit of Assignor, hereby agrees to assume, keep, observe and perform each and every one of the terms, covenants and conditions of the Lease on the landlord's part to be observed or performed under the Lease with the same force and effect as if Assignee had executed the Lease as the landlord named therein.

3. Assignee hereby indemnifies Assignor and agrees to hold and defend Assignor harmless from and against any and all causes of action, claims, damages, demands, liabilities, losses, costs or expenses at any time asserted against, suffered or incurred by Assignor as a result of any failure by Assignee to perform any of the terms, covenants or conditions of the Lease from and after the date of this Assignment. Assignor hereby indemnifies Assignee and agrees to hold and defend Assignee harmless from and against any and all causes of action, claims, damages, demands, liabilities, losses, costs or expenses at any time asserted against, suffered or incurred by Assignee as a result of any failure by Assignor to perform any of the terms, covenants or conditions of the Lease prior to the date of this Assignment.

4. This Assignment may be executed in any number of counterparts which together shall constitute the agreement of the parties.

5. The provisions of this Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.



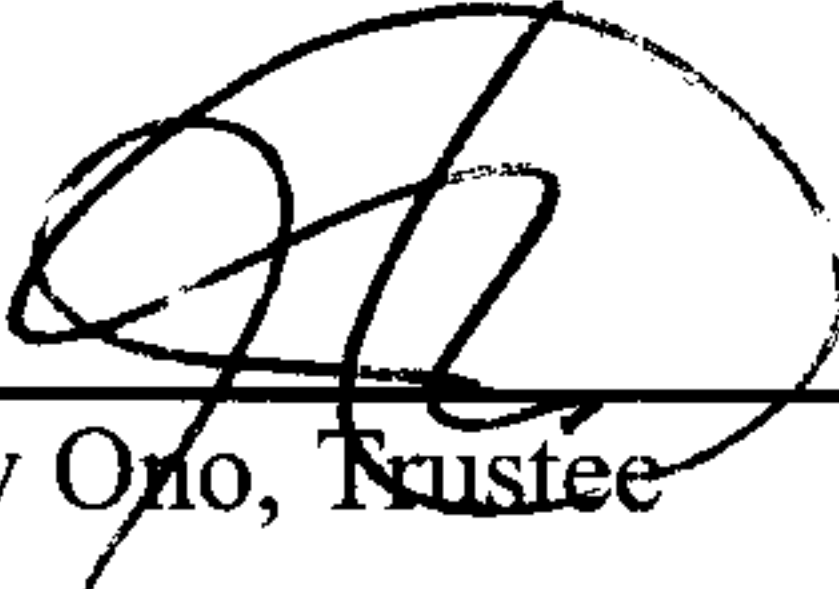
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IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the day and year first above written.

ASSIGNOR:

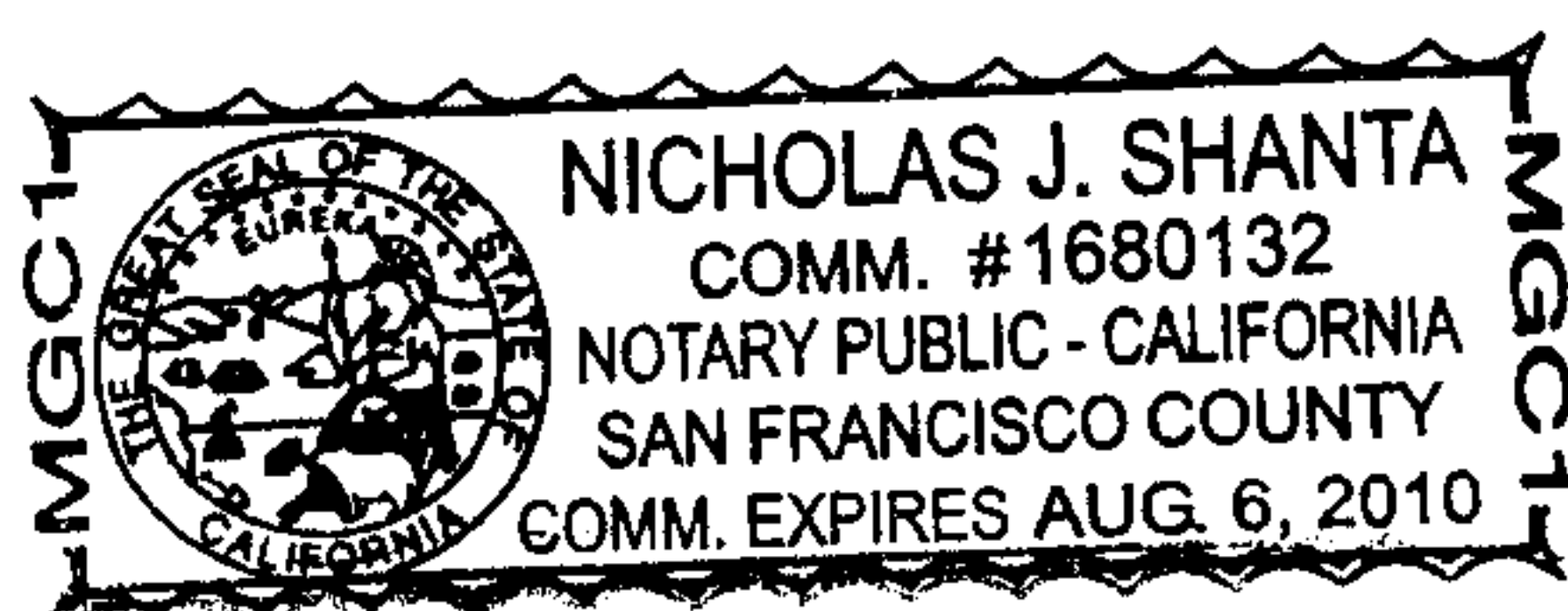
Jerry Ono, as Trustee of the Jerry Ono 2004 Living Trust
dated March 3, 2004

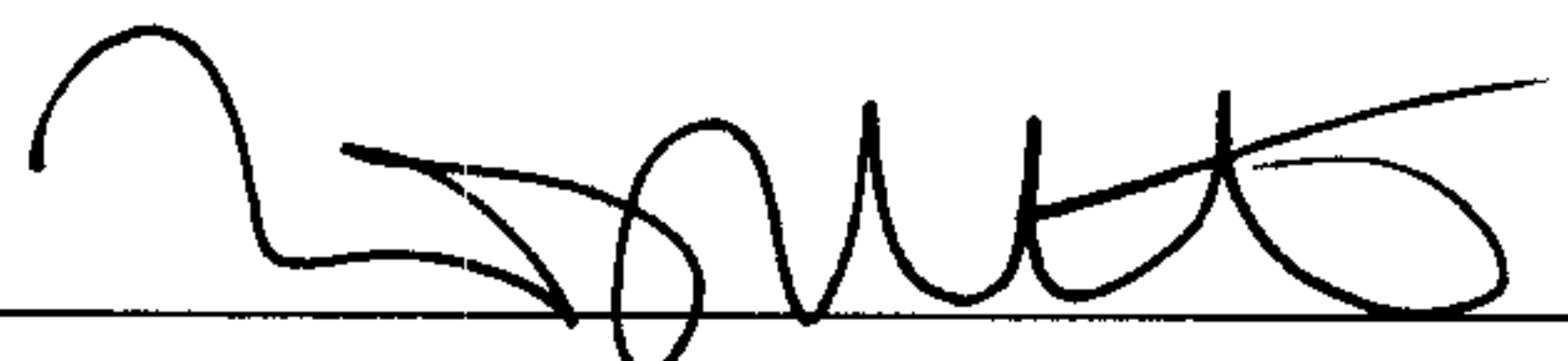
By: 
Jerry Ono, Trustee

State of California)
County of San Francisco)

On May 13, 2008 before me, Nicholas J. Shanta, a Notary Public, personally appeared **Jerry Ono, as Trustee of the Jerry Ono 2004 Living Trust dated March 3, 2004**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.


WITNESS my hand and official seal.

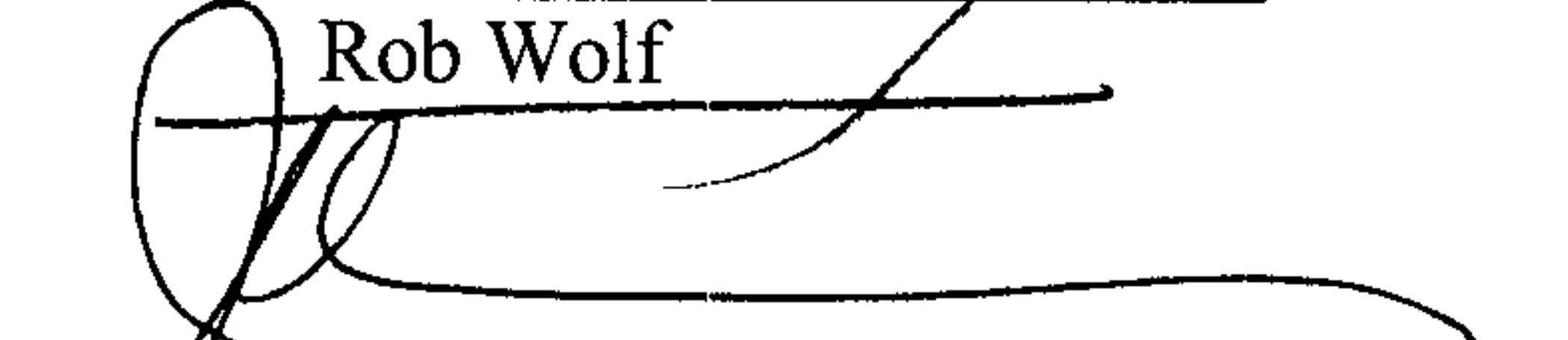


Signature 

FOR NOTARY STAMP

ASSIGNEE:



Rob Wolf


Jennifer L. Wolf

State of California)

County of San Francisco)

On May 16, 2008 before me, Nicholas J. Shanta, a Notary Public, personally appeared **Rob Wolf and wife, Jennifer L. Wolf**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature 

FOR NOTARY STAMP

