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When recorded mail to:
LandAmerica Financial Group, Inc.
attn: Sonia Delgado
3636 N. Central Ave, Suite 350
Phoenix, AZ 85012
Escrow No. 00-21126
6048

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

Recording requested by and
when recorded return to:

2000 059622

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MORRIS W. CARTER
RECORDER

LandAmerica Financial Group
3636 North Central Avenue, Suite 350
Phoenix, Arizona 85012

ACKNOWLEDGEMENT OF LEASE ASSIGNMENT

THIS ACKNOWLEDGEMENT OF LEASE ASSIGNMENT dated as of July 31, 2000 (this "Acknowledgement") among CRACKER BARREL OLD COUNTRY STORE, INC., a Tennessee corporation ("Lessee"), whose address is 305 Hartmann Drive, P.O. Box 787, Lebanon, Tennessee 37088-0787, COUNTRY STORES PROPERTY III, LLC, a Delaware limited liability company ("Lessor"), whose address is c/o U.S. Realty Advisors, LLC, 1370 Avenue of the Americas, New York, New York 10019, CS REMAINDER III, LLC, a Delaware limited liability company ("Remainderman"), whose address is c/o U.S. Realty Advisors, LLC, 1370 Avenue of the Americas, New York, New York 10019, and FFCA FUNDING CORPORATION, a Delaware corporation ("Lender"), whose address is 17207 North Perimeter Drive, Scottsdale, Arizona 85255.

WITNESSETH:

WHEREAS, pursuant to a loan agreement dated as of the date of this Acknowledgement between Lender and Lessor (together with all amendments and supplements thereto, the "Loan Agreement"), Lender is making, concurrently with the execution and delivery hereof, mortgage loans to Lessor in the aggregate amount of \$25,005,315.43 (collectively, the "Loan");

WHEREAS, the Loan is evidenced by those certain promissory notes (individually, a "Note" and collectively, the "Notes") in the aggregate original principal amount of \$25,005,315.43 and secured by, among other things, those certain mortgages, deeds of trust or deeds of secure debt, assignments of rents and leases, security agreements and fixture filings (together with all amendments and supplements thereto, the "Mortgages") (the Notes, the Loan Agreement, the Mortgages and any other agreement, instrument, certificate, affidavit, or document now or hereafter evidencing or securing the Loan or the Notes, are hereinafter collectively referred to as the "Loan Documents") from Lessor and Remainderman, as mortgagors, to Lender, covering, among other things, all of Lessor's and Remainderman's, if any, right, title, and interest in, to, and under, the properties described by address, Lender Number and Unit Number on Exhibit A attached hereto (collectively, the "Properties" and individually, a "Property"), including, without limitation, the real property or properties, together with all buildings, structures, fixtures (but not trade fixtures) and improvements (excluding Personalty), now or hereafter located thereon, described more particularly in the legal description or descriptions attached hereto as Exhibit A-1 and incorporated herein by this reference;

HOLD FOR MERIDIAN TITLE CORP

01-274142.01
FFCA No. 8001-1399
Contract No. 5818
Unit No. 369
Hammond, Indiana

300
E.P.
CR# 2123

WHEREAS, the Properties are subject to that certain Master Lease of even date herewith between Lessor, as lessor, and Lessee, as lessee (together with all amendments and supplements thereto, the "Master Lease"); and

WHEREAS, pursuant to the Mortgages, Lessor has granted, transferred and assigned to Lender all of Lessor's right, title, and interest in, to and under the Master Lease and the Rents (as defined in the Mortgages).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. For purposes of this Acknowledgement, capitalized terms used herein which are not otherwise defined herein shall have the meanings assigned to them in the Master Lease. Capitalized terms used herein with respect to any contract include all extensions, modifications, amendments and supplements from time to time thereto.

2. Lessee hereby acknowledges the assignment to Lender, pursuant to the Mortgages, of all of Lessor's right, title, and interest in, to and under the Master Lease, including, without limitation, the assignment of all Rents (as defined in the Mortgages), including, without limitation, Base Annual Rental, Additional Rental, Casualty Termination Payments, Condemnation Termination Payments, Economic Termination Payments and all other amounts to be paid by Lessee to Lessor under the Master Lease, but none of the obligations of Lessor under the Master Lease.

3. (a) Lessor hereby irrevocably authorizes and directs Lessee, and Lessee hereby agrees:

(i) to pay to Lender, except as set forth in a written notice from Lender to Lessee, all Base Annual Rental, Additional Rental, Casualty Termination Payments, Condemnation Termination Payments and Economic Termination Payments, and all other amounts due or to become due and payable by Lessee to Lessor under the Master Lease in the manner set forth in the Master Lease into such account as Lender shall specify; provided, however, Lessee shall pay directly to Lessor into such account as Lessor shall specify:

(1) all reimbursements for amounts expended by Lessor toward the performance of obligations of Lessee under this Lease which Lessee has failed to timely perform, including, without limitation, toward the payment of taxes and insurance premiums (provided, however, Lessor shall have no obligation to expend such sums), and

(2) Losses incurred by Lessor with respect to matters which are indemnified by Lessee pursuant to the Master Lease.

Lessee shall pay to Lender, into such account as Lender shall specify, Losses incurred by Lender with respect to matters which are indemnified by Lessee pursuant to the Master Lease;

(ii) to send to Lender in the manner and at the address specified in or pursuant to Section 10 hereof, concurrently with the sending thereof to Lessor, duplicate originals of any and all notices, financial statements, certificates, opinions of counsel and other similar communications of any nature which Lessee gives or furnishes to Lessor pursuant to the Master Lease; and

(iii) to accept any notices, waivers or consents given and actions taken on behalf of Lessor by Lender.

Lender, Lessor and Lessee agree that: (A) notices, waivers and consents given on behalf of Lessor by Lender shall have the same force and effect as notices, waivers and consents given by Lessor, and (B) in the event of inconsistent notices, waivers or consents from Lessor and Lender, notices, waivers and consents from Lender shall control. In no event shall Lessee have any liability to Lessor based upon any action taken or omitted to be taken by Lessee in reliance upon any notice, waiver or consent received by Lessee from Lender. Lessee shall have the right to act in reliance upon any notice, waiver, consent or other instrument or writing given to Lessee by Lender and shall have no obligation to make any investigation or to determine any facts in connection therewith.

Lessor and Lender acknowledge that the provisions of clause (a)(iii) of this Section 3(a) are not intended to give Lender any greater rights to act on behalf of Lessor than are set forth in the Loan Documents.

(b) Lender, Lessor and Lessee acknowledge and agree that, until such time as either (i) Lessor and Lessee shall receive written notice from Lender that the Mortgages have been satisfied or (ii) Lessor shall have provided Lessee with evidence of the recorded discharge of the Mortgages in the real estate records of all the counties in which the Properties are located, Lessor shall not have the authority to receive, collect or acquit for any amounts directed to be paid to Lender pursuant to Section 3(a)(i) of this Acknowledgement.

(c) Lender, Lessor and Lessee acknowledge and agree that payment by Lessee to Lender of any Base Annual Rental, Additional Rental, Casualty Termination Payments, Condemnation Termination Payments and Economic Termination Payments and payments of all other amounts to be paid by Lessee to Lessor which are paid to Lender by Lessee in accordance with this Acknowledgement shall be deemed payment to Lessor for all purposes under the Master Lease. In no event shall Lessee have any liability to Lessor with respect to any payments made to Lender in accordance herewith.

(d) The foregoing directions by Lessor (and the foregoing agreements and acknowledgements by Lessor, Lessee and Lender) shall continue until such time as either (i) Lessor and Lessee shall receive written notice from Lender that the Mortgages have been satisfied or (ii) Lessor shall have provided Lessee with evidence of the recorded discharge of the Mortgages in the real estate records of all the counties in which the Properties are located. Notwithstanding the foregoing, upon delivery by Lender of a document evidencing the discharge of a Mortgage with respect to a particular Property,

Lender shall, upon the written request of Lessor or Lessee and at Lessee's sole cost and expense, promptly deliver to Lessor and Lessee a written instrument in recordable form for the purpose of releasing this Acknowledgement from the real property records with respect to such Property only.

4. Each of Lessor, Lessee and Lender agrees that:

(a) the Master Lease shall not be changed, amended, altered, modified, or terminated without the prior written consent of Lessor, Lessee and Lender;

(b) any consent, approval, agreement or waiver provided by Lessor pursuant to the Master Lease shall not be valid unless consented to in writing by Lender;

(c) Lender shall not, by reason of the Mortgages or otherwise, be subject to any obligation, duty, or liability under the Master Lease, and Lessor shall remain liable with respect to its obligations thereunder in each case, except in the event that Lender succeeds to the interests of Lessor under the Master Lease as a result of taking title to the Properties; and

(d) with respect to any consents, waivers, amendments, supplements or modifications requested by Lessee or required to be obtained from Lender in connection with any such request pursuant to the terms of this Acknowledgement or of the Master Lease, Lessee shall be responsible for the payment of costs, if any, for obtaining such consents, waivers, amendment, supplements or modifications from Lender and all costs, expenses and fees, if any, of the rating agencies with respect thereto.

5. Lessee hereby acknowledges and agrees:

(a) to deliver to Lender, within ten (10) Business Days, after receipt of a written request therefor, an estoppel in the form required by Section 25 of the Master Lease; and

(b) to permit Lender, and its agents, accountants and attorneys, to inspect each Property and the books and records of Lessee to the same extent that Lessor is allowed to make such inspections in accordance with the provisions of the Master Lease, provided, however, Lender shall be obligated to comply with, and by its execution hereof, does hereby agree to comply with, such terms and conditions of the Master Lease with respect to such inspections as are otherwise applicable to Lessor.

6. (a) Subject to the terms of this Section 6, Lessee confirms and acknowledges that the Master Lease and all estates, rights, options, liens and charges therein contained or created thereunder are and shall be subject and subordinate to the lien and effect of the Mortgages and all renewals, modifications, consolidations, replacements and extensions thereof; provided, however, that Lessee shall have no liability or responsibility for compliance with the provisions of the Mortgages.

(b) Notwithstanding the provisions of Section 6(a), Lessee hereby acknowledges and agrees to attorn to Lender, or any transferee of the Properties by foreclosure or by transfer in lieu of foreclosure (a "Transferee"), upon succession of Lender or such Transferee to the interest of Lessor in the Properties, under the then executory terms and conditions of the Master Lease and, if Lender so acquires title to the Properties, Lessor's interest thereunder is freely assignable by Lender to any person or entity (an "Assignee") without the consent of Lessee and, upon any such assignment, Lessee shall recognize such Assignee as the lessor under the Master Lease.

(c) Notwithstanding any provisions of the Mortgages or this Section 6 to the contrary, Lender agrees that so long as no Event of Default (as defined in the Master Lease) has occurred and is continuing:

(i) Lessee shall not be named or joined as a party or otherwise in any suit, action or proceeding for the foreclosure of the Mortgages or to enforce any other right or remedy under the Mortgages, Notes or other Loan Documents, unless such naming or joinder shall be necessary or desirable to protect Lender's interest under the Mortgages, in which case, Lender shall not seek affirmative relief from Lessee in such suit, action or proceeding, nor shall the Master Lease be cut-off or terminated nor Lessee's possession thereunder be disturbed in such suit, action or proceeding;

(ii) The possession by Lessee of the Properties and Lessee's rights thereto shall not be disturbed, affected or impaired by, and the Master Lease and the term thereof shall not be terminated or otherwise affected by, any of the following: (1) any suit, action or proceeding under the Mortgages, Notes or other Loan Documents, (2) the foreclosure of the Mortgages or the enforcement of any right or remedy under the Mortgages, (3) any judicial sale or execution or other sale of the Properties pursuant to the Mortgages, (4) any deed given in lieu of foreclosure of the Mortgages, (5) the exercise of any other right or remedy given to any holder of or beneficiary of the Mortgages as a matter of law or equity, or (6) any default under the Mortgages, Notes or other Loan Documents; and

(iii) Neither the Mortgages nor any other security instrument executed in connection therewith shall cover, or be construed as subjecting in any manner to the lien thereof, any Personalty at any time furnished or installed by or for Lessee or its permitted subtenants on the Properties.

(d) Notwithstanding the provisions of Section 6(c) hereof, neither Lender nor any Transferee or Assignee shall be:

- (i) liable for any act or omission of Lessor;
- (ii) subject to any credits, claims, setoffs, offsets or defenses which Lessee may have against Lessor;

(iii) bound by any payment of rent prior to the time the same is due and payable under the Master Lease which Lessee may have paid to any prior lessor unless Lessee is required under the Master Lease to prepay such rent;

(iv) bound by any assignment, subletting or other action taken by Lessee under the Master Lease without Lessor's consent if the terms of the Master Lease require Lessor's consent to same;

(v) bound by any consent, approval, agreement or waiver provided by Lessor pursuant to the Master Lease unless the consent of Lender to such consent, approval, agreement or waiver is required to be given under the Master Lease or this Agreement and has been given in writing by Lender;

(vi) liable for latent and/or patent defects in the construction of any of the Properties;

(vii) liable for any breach of any warranty in the Master Lease by Lessor;

(viii) bound by any obligation to repair, replace, rebuild or restore any of the Properties, or any part thereof, in the event of a Casualty or a Taking beyond such repair, replacement, rebuilding or restoration as may be required of Lessor and as can reasonably be accomplished with the use of the net insurance proceeds or the net condemnation award actually received by or made available to Lender (as successor in interest to Lessor); or

(ix) required to remove any person occupying any of the Properties or any part thereof.

Neither Lender nor any Transferee or Assignee shall be liable for any reason for amounts in excess of the value of its interest in the Properties, or for punitive, consequential, special or indirect damages of any kind.

(e) Notwithstanding any terms or provisions of the Mortgages to the contrary, while the Master Lease is in effect, all condemnation awards and insurance proceeds paid or payable with respect to any of the Properties shall be applied and paid in the manner set forth in the Master Lease; provided, however, the foregoing shall not limit any of Lender's rights under the Mortgages to any such condemnation awards or insurance proceeds paid or payable to Lessor under the terms of the Master Lease.

7. This Acknowledgement shall be construed in accordance with and governed by the laws of the State of New York, without regard to the conflict of law provisions thereof.

8. Each of Lender, Lessee and Lessor agrees that the rejection by Lessor of a Rejectable Substitution Offer presented by Lessee under the Master Lease shall not be valid and shall be void and of no force and effect, unless the prior written consent of Lender is obtained and delivered to Lessee as required thereunder.

9. This Acknowledgement, together with the covenants and agreements herein contained, shall inure to the benefit of Lessor and Lender and their respective successors and assigns, and shall be binding upon Lessee and its successors and permitted assigns, and any subsequent owner of any Property which remains subject to the Master Lease. This Acknowledgement, together with the covenants and agreements herein contained, shall inure to the benefit of Lessee and its successors and permitted assigns, and shall be binding upon Lessor and Lender and their respective successors and assigns, and any subsequent owner of any Property which remains subject to the Master Lease.

10. All notices, consents, approvals or other instruments required or permitted to be given by any party pursuant to this Acknowledgement shall be in writing and given by (i) hand delivery, (ii) facsimile, (iii) express overnight delivery service or (iv) certified or registered mail, return receipt requested, and shall be deemed to have been delivered upon (a) receipt, if hand delivered, (b) the next Business Day after transmission, if delivered by facsimile, (c) the next Business Day, if delivered by express overnight delivery service, or (d) the third Business Day following the day of deposit of such notice with the United States Postal Service, if sent by certified or registered mail, return receipt requested. Notices shall be provided to the parties and addresses (or facsimile numbers, as applicable) specified below:

If to Lender:

Dennis L. Ruben, Esq.
Executive Vice President, General Counsel
and Secretary
FFCA Funding Corporation
17207 North Perimeter Drive
Scottsdale, AZ 85255
Telephone: (480) 585-4500
Facsimile: (480) 585-2226

If to Lessor:

Country Stores Property III, LLC
c/o U.S. Realty Advisors, LLC
1370 Avenue of the Americas
New York, NY 10019
Attention: Mr. David M. Ledy
Telephone: (212) 581-4540
Facsimile: (212) 581-4950

With a copy to:

Proskauer Rose LLP
1585 Broadway
New York, NY 10036
Attention: Kenneth S. Hilton, Esq.
Telephone: (212) 969-3000
Facsimile: (212) 969-2900

If to Lessee:

Cracker Barrel Old Country Store, Inc.
305 Hartmann Drive
P.O. Box 787

Lebanon, TN 37088-0787
Attention: Chief Financial Officer
Telephone: (615) 443-9574
Facsimile: (615) 443-9818

With a copy to:

General Counsel
CBRL Group, Inc.
305 Hartmann Drive
P.O. Box 787

Lebanon, TN 37088-0787
Telephone: (615) 443-9180
Facsimile: (615) 443-9818

If to Remainderman:

CS Remainder III, LLC
c/o U.S. Realty Advisors, LLC
1370 Avenue of the Americas
New York, NY 10019

Attention: Mr. David M. Ledy
Telephone: (212) 581-4540
Facsimile: (212) 581-4950

With a copy to:

Proskauer Rose LLP
1585 Broadway
New York, NY 10036
Attention: Kenneth S. Hilton, Esq.
Telephone: (212) 969-3000
Facsimile: (212) 969-2900

or to such other address or such other person as any party may from time to time hereafter specify to the other parties in a notice delivered in the manner provided above.

11. This Acknowledgement may be executed in any number of counterparts, each of which is an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

12. This Acknowledgement cannot be altered, amended, modified or discharged orally and no executory agreement shall be effective to modify or discharge it in whole or in part, unless in writing and signed by the parties hereto.

13. Remainderman holds a remainder interest in the Properties and is executing this Acknowledgement to evidence its consent to the terms of this Acknowledgement, and Remainderman hereby agrees to be bound by the terms of this Acknowledgement should Remainderman succeed to the interest of Lessor as landlord under the Master Lease.

14. In the event of a breach by Lessor in its obligations under the Master Lease, if any, then Lender, if it elects to cure such breach, except as otherwise contemplated by the

following sentence, shall have 30 days within which to cure such breach or if such breach cannot be cured within that time, then such additional time as may be necessary if, within such 30 days, Lender has commenced and is reasonably pursuing the remedies Lender deems necessary or appropriate to cure such breach (including, without limitation, commencement of judicial or non-judicial foreclosure proceedings, if necessary or appropriate to effect such cure), in which event Lessee shall not exercise any remedies it may have with respect to such breach so long as Lender diligently continues to pursue its remedies to completion. Notwithstanding the preceding sentence, if a breach by Lessor under the Master Lease prevents Lessee from operating its business as a Permitted Facility at any of the Properties, then Lender, if it elects to cure such breach, shall have 5 days within which to cure such breach.

15. Notwithstanding anything to the contrary contained in this Acknowledgement, the Mortgages, any other Loan Documents or the Master Lease, (i) Lender's recourse against Lessor and Remainderman with respect to the obligations and liabilities of Lessor and Remainderman to Lender under this Acknowledgement shall be limited in the same manner as provided in Section 7.18 of the Mortgages and such Section is incorporated herein by reference as if more fully set forth herein, and (ii) Lessee's recourse against Lessor and Remainderman with respect to the obligations and liabilities of Lessor and Remainderman to Lessee under this Acknowledgement shall be limited in the same manner as provided in Section 34 of the Master Lease and such Section is incorporated herein by reference as if more fully set forth herein.

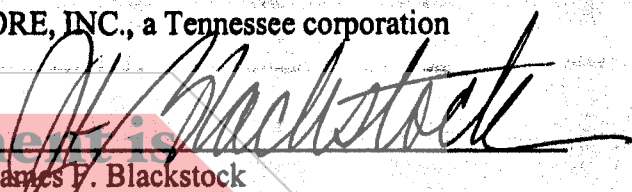
16. In the event of a default under any of the Mortgages that is also a default under the Master Lease, Lender shall send notice of such default to Lessee simultaneously with any notice of default sent to Lessor.



IN WITNESS WHEREOF, the undersigned have caused this Acknowledgement to be duly executed as of the date hereof.

LESSEE:

CRACKER BARREL OLD COUNTRY
STORE, INC., a Tennessee corporation

By 
James F. Blackstock
Senior Vice President

LESSOR: property of
the Lake County Recorder!

COUNTRY STORES PROPERTY III, LLC,
a Delaware limited liability company

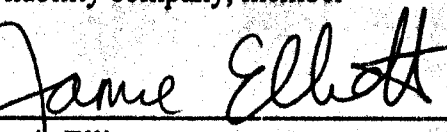
By Country Stores Equity III, LLC, a Delaware
limited liability company, member

By 
Jamie Elliott
Vice President

REMAINDERMAN:

CS REMAINDER III, LLC, a Delaware limited
liability company

By CS Remeq III, LLC, a Delaware limited
liability company, member

By 
Jamie Elliott
Vice President

LENDER:

FFCA FUNDING CORPORATION, a Delaware corporation

By


Gregg Seibert
President



01-274142.01
FFCA No. 8001-1399
Contract No. 5818
Unit No. 369
Hammond, Indiana

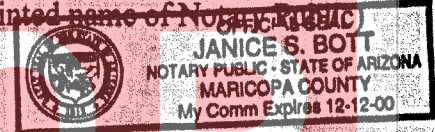
STATE OF ARIZONA]
] SS.
COUNTY OF MARICOPA]

Before me, a Notary Public in and for the said County and State, personally appeared James F. Blackstock, Senior Vice President of Cracker Barrel Old Country Store, Inc., a Tennessee corporation, who acknowledged execution of the foregoing instrument as such managing member acting for and on behalf of said limited liability company, and who, having been duly sworn, stated that any representations therein contained are true and correct.

Witness my hand and Notarial Seal this 27 day of July, 2000.

Janice S. Bott
(Signature of Notary Public)

(Printed name of Notary Public)



Resident of *Maricopa* County.

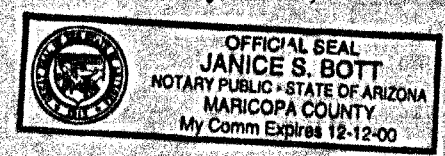
STATE OF ARIZONA]
] SS.
COUNTY OF MARICOPA]

Before me, a Notary Public in and for the said County and State, personally appeared Jamie Elliott, Vice President of Country Stores Equity III, LLC, a Delaware limited liability company, member of Country Stores Property III, LLC, a Delaware limited liability company, who acknowledged execution of the foregoing instrument as such managing member acting for and on behalf of said limited liability company, and who, having been duly sworn, stated that any representations therein contained are true and correct.

Witness my hand and Notarial Seal this 27 day of July, 2000.

Janice S. Bott
(Signature of Notary Public)

(Printed name of Notary Public)



Resident of Maricopa County

STATE OF ARIZONA]
] SS.
COUNTY OF MARICOPA]

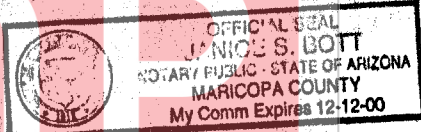
Before me, a Notary Public in and for the said County and State, personally appeared Jamie Elliott, Vice President of CS Remeq III, LLC, a Delaware limited liability company, member of CS Remainder III, LLC, a Delaware limited liability company, who acknowledged execution of the foregoing instrument as such managing member acting for and on behalf of said limited liability company, and who, having been duly sworn, stated that any representations therein contained are true and correct.

Witness my hand and Notarial Seal this 27 day of July, 2000.

Jamie D. Bott
(Signature of Notary Public)

(Printed name of Notary Public)

Resident of Maricopa County.



STATE OF ARIZONA]
] SS.
COUNTY OF MARICOPA]

Before me, a Notary Public in and for the said County and State, personally appeared Gregg Seibert, President of FFCA Funding Corporation, a Delaware corporation, who acknowledged execution of the foregoing instrument as such managing member acting for and on behalf of said corporation, and who, having been duly sworn, stated that any representations therein contained are true and correct.

Witness my hand and Notarial Seal this 27 day of July, 2000.

Jamie D. Bott
(Signature of Notary Public)

(Printed name of Notary Public)

Resident of Maricopa County.



EXHIBIT A-1

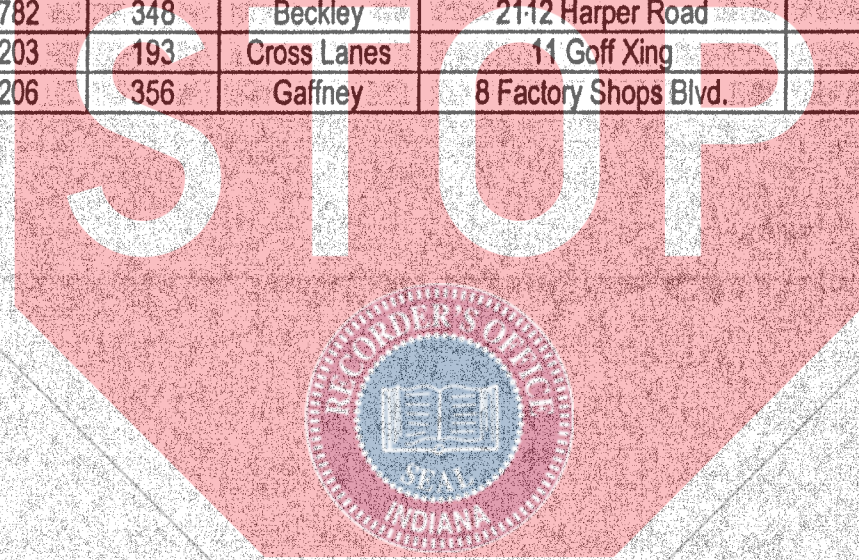
LEGAL DESCRIPTION

Lot 4, Whiteco First Addition, to the City of Hammond, as shown in Plat Book 82, page 95, in Lake County, Indiana.



FFCA #8001-1399
Unit #369
Hammond, IN

<u>FFCA No.</u>	<u>Contract</u>	<u>Store</u>	<u>City</u>	<u>Address</u>	<u>ST</u>
8001-1390	5819	368	Trussville	4710 Norrell Drive	AL
8001-1399	5818	369	Hammond	7750 Corinne Drive	IN
8001-1401	5790	303	Sellersburg	350 Triangle Drive	IN
8001-1404	5822	394	Cadiz	74 Hospitality Lane	KY
8001-1406	5783	355	Mount Sterling	110 Stone Trace Dr	KY
8001-1409	5813	320	Sulphur	1100 Pintail Street	LA
8001-1410	5821	294	Holyoke	227 Whiting Farms Road	MA
8001-1429	5824	17	Clarksville	200 Cracker Barrell Drive	TN
8001-1433	5823	430	Tyler	13821 U.S. Hwy. 69 North	TX
8001-1436	5782	348	Beckley	2112 Harper Road	WV
8001-1619	6203	193	Cross Lanes	11 Goff Xing	WV
8001-1628	6206	356	Gaffney	8 Factory Shops Blvd.	SC



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