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When recorded mail to:
LandAmerica Financial Group, Inc.
attn: Sonya Delgado
3636 N. Central Ave, Suite 350
Phoenix, AZ 85012
Escrow No. ~~00-21126~~ 7078

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

THIS INSTRUMENT PREPARED BY

~~AND AFTER RECORDATION RETURN TO:~~

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Kenneth S. Hilton, Esq.
Proskauer Rose LLP
1585 Broadway
New York, New York 10036

MORNING W. CARTER
CLERK

Indiana III

Document is
TRIPARTITE AGREEMENT

NOT OFFICIAL!

THIS TRIPARTITE AGREEMENT (this "Agreement"), dated as of July 31, 2000, by and among CRACKER BARREL OLD COUNTRY STORE, INC., a Tennessee corporation ("Lessee"), having an office at 305 Hartmann Drive, P.O. Box 787 Lebanon, TN 37088-0787, and CS REMAINDER III, LLC, a Delaware limited liability company ("Remainderman"), having an office c/o U.S. Realty Advisors, LLC, 1370 Avenue of the Americas, New York, New York 10019, and COUNTRY STORES PROPERTY III, LLC, a Delaware limited liability company ("Owner"), having an office c/o U.S. Realty Advisors LLC, 1370 Avenue of the Americas, New York, New York 10019.

RECITALS

WHEREAS, Remainderman is the owner of a remainder interest (the "Remainder Interest") in the parcel of real estate described in Exhibit A attached hereto and made a part hereof (the "Land"), commencing upon the expiration of the Estate for Years (as hereinafter defined).

WHEREAS, Owner owns an estate for years in the Land (the "Estate for Years") expiring at midnight on July 31, 2021, and fee title to the improvements located on the Land (the "Improvements") (Owner's interest in and to the Estate for Years and the Improvements, "Owner's Interest"; Owner's Interest and the Remainder Interest, collectively, the "Property").

WHEREAS, pursuant to a certain Option and Subordination Agreement of even date herewith (the "Option Agreement"), Remainderman has granted Owner options (the "Owner Options") to (a) lease the Land from Remainderman following the expiration of the Estate for Years pursuant to a ground lease (the "Ground Lease") and (b) purchase the Remainder Interest from Remainderman.

WHEREAS, pursuant to Section 56 of that certain Master Lease of even date herewith, between Owner, as landlord, and Lessee, as tenant (the "Lease", capitalized terms not otherwise defined herein shall have the meanings given such terms in the Lease), Lessee may offer to purchase the Property under the circumstances and subject to the conditions described in the Lease.

HOLD FOR MERIDIAN TITLE CORP

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E.P.
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WHEREAS, pursuant to Section 27 of the Lease, Lessee has options to extend the term of the Lease upon the expiration of the Initial Term for one initial additional period of ten (10) years and two (2) successive periods of five (5) years each.

WHEREAS, pursuant to Section 21, Section 55 and Section 57 of the Lease, Lessee has, in certain circumstances, the right to offer to substitute the Property with a Substitute Property.

WHEREAS, the parties hereto wish to set forth certain agreements and understandings regarding their respective rights in and to the Property as particularly described below.

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

1. Intentionally Omitted.
2. Provisions Relating to Sale of Property to Third Parties.

(a) Agreement to Participate in Sales. Subject to the provisions of the Mortgage, Remainderman hereby agrees that if Owner agrees to convey Owner's Interest to any party (other than pursuant to a condemnation, a foreclosure or a deed in lieu of foreclosure), and such third party desires to purchase the Remainder Interest at the same time as it purchases Owner's Interest, Remainderman will convey the Remainder Interest to the purchaser of Owner's Interest therein upon payment to Remainderman of the Fair Market Value (as hereinafter defined) of the Remainder Interest. At the closing of any such transfer as contemplated herein, Remainderman shall, at no cost to Remainderman, deliver such documents, affidavits and certificates as are reasonably required to effectuate the transfer of title.

(b) Allocation of Foreclosure Proceeds. If both Owner's Interest and the Remainder Interest are, subject to the provisions of the Mortgage, sold to a third party through a foreclosure or a deed in lieu of foreclosure and if the purchase price is not otherwise allocated between Owner and Remainderman pursuant to the applicable purchase agreement, if any, or otherwise agreed to by Owner and Remainderman, the net sales proceeds shall be disbursed in the following order of priority:

(i) to the Lender, such amount as is necessary to obtain a release of the Mortgage with respect to the Property; and

(ii) to Owner and Remainderman, *pari passu*, in proportion to the Fair Market Value of their respective interests in the Property.

3. Provisions Relating to Substitution of Property. Remainderman hereby agrees that if at any time Lessee is allowed to substitute Substitute Property for the Property in accordance with the terms of the Lease, Remainderman will convey the Remainder Interest to Lessee upon conveyance to Remainderman of a remainder interest in the Substitute Property. Remainderman shall have no

authority or ability to disapprove of such a substitution if the same is accomplished in accordance with the terms of the Lease, and no compensation shall be paid to Remainderman as a result of such substitution. The Substitute Property shall be conveyed pursuant to the same terms and conditions upon which the Property was initially conveyed and as provided in the Lease. At the closing of any such transfer as contemplated herein, Remainderman shall, at no cost to Remainderman, deliver such documents, affidavits and certificates (i) as are reasonably requested by Owner, and (ii) as are required to effectuate the transfer of title of the Property, all of which documents, affidavits and certificates described in items (i) and (ii) above shall be in a form and substance reasonably satisfactory to Owner.

4. Proceeds from Condemnation.

(a) In the event that all or any portion of any award from a Taking (as defined in the Lease) is the property of and payable to Owner pursuant to the Lease, such award, or portion thereof, shall be distributed in the following order of priority:

(i) to the Lender, such amount as is required to be paid to the Lender or the holders of any notes which evidence the indebtedness secured by the Mortgage pursuant to the terms of the Mortgage;

(ii) to Owner, the amount, if any, by which the then Fair Market Value of that part of Owner's Interest which was taken, exceeds the amount payable in accordance with the provisions of clause (i) of this section 4 (a); and

(iii) to Remainderman, the balance of such award, if any.

(b) If all or any portion of any award is payable to Lessee pursuant to the Lease, Remainderman will join with Owner in assigning such award to Lessee in accordance with the terms of the Lease.

5. Conveyance Procedure and Power of Attorney. In the event of a conveyance of the Property (including any Substitute Property) in accordance with this Agreement, on the applicable transfer date, Owner and/or Remainderman will convey their respective interests in the Property in accordance with this Agreement. If Remainderman shall fail to comply with the applicable provisions of this Agreement, Owner may, and shall have the right and power (which right and power are coupled with an interest), and is hereby irrevocably appointed the agent and attorney-in-fact of Remainderman and of any and every future assignee or owner of any interest in the Property (other than any Lender), to take all actions necessary to comply with the applicable provisions of this Agreement, including, without limitation, the execution and delivery, in the name and on behalf of Remainderman or other assignee or owner of any interest in the Property (other than any Lender), of deeds or other instruments of conveyance or assignment conveying and assigning Remainderman's interest in the Property.

6. Fair Market Value. For purposes of this Agreement, the Fair Market Value of the Remainder Interest shall be the value of the Land at the time in question as vacant and unimproved and encumbered by the Estate for Years and the Owner Options (assuming that all renewal terms under the Ground Lease are exercised), and the Fair Market Value of Owner's Interest shall be the value at the time in question of the Estate for Years, the Owner Options and fee simple title to the Improvements.

If Owner and Remainderman cannot agree upon the Fair Market Value of their interests for purposes of this Agreement, Fair Market Value will be determined pursuant to an appraisal procedure as similar as possible to the procedure set forth in Section 8 of the Option Agreement.

7. Negative Covenants. Owner and Remainderman will not, directly or indirectly (a) sell, lease, transfer, convey, assign or otherwise dispose of their respective interests in the Property (i) to a Person who is not a "United States Person" within the meaning of Section 7701 (a) (30) of the Internal Revenue Code of 1986, as amended, or (ii) in violation of any Mortgage; or (b) create, directly or indirectly, any mortgage, lien, encumbrance, charge or other exception to title or ownership upon or against its interest in the Property or any part thereof, unless permitted by any Mortgage, the Option Agreement, the Lease and this Agreement.

8. Non-Disturbance and Attornment. Notwithstanding anything to the contrary contained herein or in any other document, Remainderman agrees that the Remainder Interest and the rights of Remainderman in the Property shall be subject to the Lease and the rights of Lessee under the Lease including, without limitation, Lessee's rights to extend the Lease. Accordingly, in the event that (i) the Ground Lease terminates for any reason during the term of the Lease, unless such termination occurs by reason of Owner's purchase of the Land, (ii) Owner delivers to Remainderman the Option Termination Notice (as such term is defined in the Option Agreement), or (iii) Remainderman shall acquire full title to the Property any time prior to July 31, 2021, Remainderman shall automatically be deemed to have assumed the obligations of Owner, as lessor under the Lease, and Lessee shall automatically be deemed to have attorned to, and recognized, Remainderman as the lessor under the Lease. Although such assumption and attornment shall be deemed to be self operative, both Lessee and Remainderman shall promptly execute and deliver any instrument that either Remainderman or Lessee may reasonably request to evidence such assumption and attornment and the Lease shall continue in full force and effect as a direct lease between Lessee, as lessee, and Remainderman, as lessor. In the event of any such assumption and attornment, but without limiting the terms and conditions of the Lease, Lessee agrees that Remainderman shall not be:

(a) liable for any act or omission of any prior lessor under the Lease; or

(b) subject to any offsets or defenses (other than the defense of performance) which Lessee might have against any prior lessor; or

(c) bound by any payment of rent prior to the time the same is due and payable under the Lease which Lessee may have paid to any prior lessor unless Lessee is required under the Lease to prepay such rent and has paid same in accordance therewith; or

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(d) bound by any obligation of any prior lessor to make any payment to Lessee; or

(e) bound by any modification of the Lease made without its written consent.

In addition, Remainderman agrees that if Lessee and Owner request approval of Remainderman to an amendment, waiver or other matter discussed in this Section 8, Remainderman shall not unreasonably withhold, delay or condition approval of such matter.

9. Granting of Easements. Remainderman shall, within ten (10) days after receipt of the same, execute any easement, license, right of way or other document after the execution of same by Owner pursuant to the terms of the Lease. Lessee shall reimburse Remainderman for any reasonable out-of-pocket expenses incurred in connection with the review and execution of such items, including, without limitation, reasonable attorneys' fees and disbursements.

10. Notices. All notices and other instruments given or delivered pursuant to this Agreement shall be in writing, and the giving of such notice or other communication shall be deemed to have been completed (a) when delivered by hand, (b) on the earlier of receipt or refusal by the addressee to accept delivery after being sent by first class registered or certified mail, postage prepaid, return receipt requested, and (c) on the earlier of receipt or the refusal of the addressee to accept delivery when sent by a nationally recognized overnight courier. Copies of notices must be sent to all of the parties listed below. Each party shall have the right to specify, from time to time, as its address for purposes of this Agreement, any address and any addressee, in the continental United States, upon giving fifteen (15) days written notice thereof to the other party; provided, however, that the total number of parties to which notices must be sent may not be increased. The addresses of the parties hereto for purposes of this Agreement, until notice has been given as above provided, shall be as follows:

Remainderman: CS REMAINDER III, LLC
c/o U.S. Realty Advisors, LLC
1370 Avenue of the Americas, 29th Floor
New York, New York 10019
Attention: David M. Ledy

With copy to: Dennis L. Ruben, Esq.
Executive Vice President and General Counsel
FFCA Acquisition Corporation
17207 North Perimeter Drive
Scottsdale, Arizona 85255

With copy to: Proskauer Rose LLP
1585 Broadway
New York, New York 10036
Attention: Kenneth S. Hilton, Esq.

Owner: COUNTRY STORES PROPERTY III, LLC
c/o U.S. Realty Advisors, LLC
1370 Avenue of the Americas, 29th Floor
New York, New York 10019
Attention: David M. Ledy

With copy to: Dennis L. Ruben, Esq.
Executive Vice President and General Counsel
FFCA Acquisition Corporation
17207 North Perimeter Drive
Scottsdale, Arizona 85255

With copy to: Proskauer Rose LLP
1585 Broadway
New York, New York 10036
Attention: Kenneth S. Hilton, Esq.

Lessee: Cracker Barrel Old Country Store, Inc.
305 Hartmann Drive
P.O. Box 787
Lebanon, Tennessee 37088-0787
Attention: General Counsel
Telephone (615) 443-9180
Fax (615) 443-9818

With a copy to: CBRL Group, Inc.
Attention: General Counsel
305 Hartmann Drive
P.O. Box 787
Lebanon, TN 37088-0787
Telephone (615) 443-9180
Fax (615) 443-9818

With a copy to: Dennis L. Ruben, Esq.
Executive Vice President and General Counsel
FFCA Acquisition Corporation
17207 North Perimeter Drive
Scottsdale, Arizona 85255

With copy to:

Proskauer Rose LLP
1585 Broadway
New York, New York 10036
Attention: Kenneth S. Hilton, Esq.
Telephone 212-969-3725
Fax 212-969-2900

11. Rule Against Perpetuities, etc. If any option under this Agreement would, in the absence of the limitation imposed by this Section 11, be invalid or unenforceable as being in violation of the rule against perpetuities or any other rule of law relating to the vesting of an interest in property or the suspension of the power of alienation of property, then any option hereunder shall be exercisable only during the period which shall begin as of the date hereof and end 20 years and 6 months after the date of death of the last survivor alive on the date of the execution and delivery of this Agreement of the descendants of Joseph P. Kennedy, father of the late President John F. Kennedy.

12. Successors and Assigns. Owner and Remainderman may each assign its rights under this Agreement, subject to the terms and conditions of the Lease; provided, however, that (except in the case of an assignment to a Lender) any such transferee shall assume the obligations of Owner or Remainderman hereunder, as the case may be. Each of the covenants, provisions and conditions of this Agreement shall apply to, be binding upon and inure to the benefit of the parties hereto and their respective representatives, successors and assigns and all persons claiming by, under or through any of them.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State where the Land is located.

14. Entire Agreement. This Agreement and the other documents executed in connection herewith constitute the entire understanding between the parties with respect to the subject matter herein or therein contemplated, and, subject to Section 18 hereof, this Agreement cannot be modified except by written instruments signed by all parties hereto.

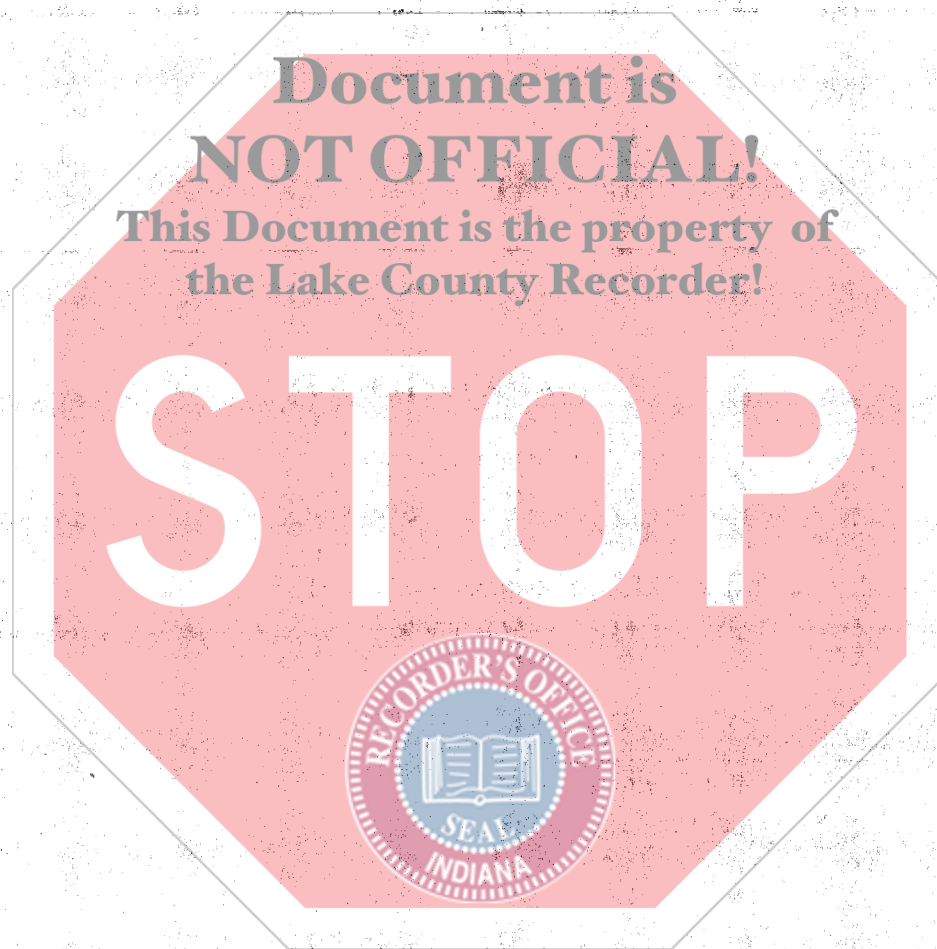
15. Equitable Relief. The parties agree that any breach of this Agreement would cause irreparable damage and that, in the event of such breach, the aggrieved party shall have, in addition to all remedies at law, the right to an injunction, specific performance or other equitable relief to prevent the violation of the defaulting party's obligations hereunder.

16. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument.

17. Nature of Obligations. The obligations hereunder are covenants running with the Land subject to the Lease and any Mortgage but superior to any other encumbrance or transfer of the Remainder Interest or the Land.

18. Amendments. It is expressly understood and agreed by the parties hereto that Remainderman and Owner may amend and modify this Agreement without the consent of Lessee, provided that such amendment or modification shall not have a material adverse affect on Lessee's rights and obligations hereunder.

[END OF TEXT]



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

OWNER:

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

By: Country Stores Equity III, LLC, a Delaware limited company

By: 

Printed Name: Jamie Elliott

Title: Vice President

REMAINDERMAN:

CS REMAINDER III, LLC, a Delaware limited liability company

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

By: 

Name: Jamie Elliott

Title: Vice President

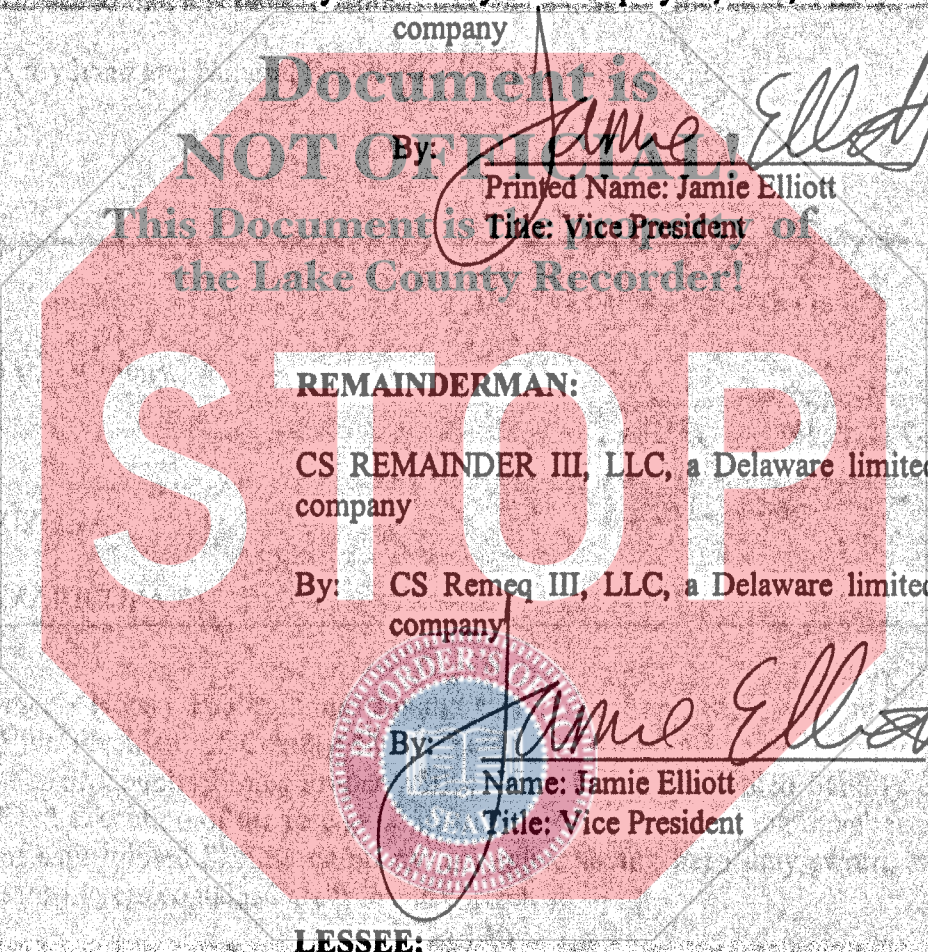
LESSEE:

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

By: 

Printed Name: James F. Blackstock

Title: Senior Vice President



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 27th day of July, 2000.

Karen Kravcov
(Signature of Notary Public)

Karen Kravcov
(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 27th day of July, 2000.

Karen Kravcov
(Signature of Notary Public)

Karen Kravcov
(Printed name of Notary Public)



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 27th day of July, 2000.

Karen Kravcov
(Signature of Notary Public)

Karen Kravcov
(Printed name of Notary Public)

Resident of Maricopa County.

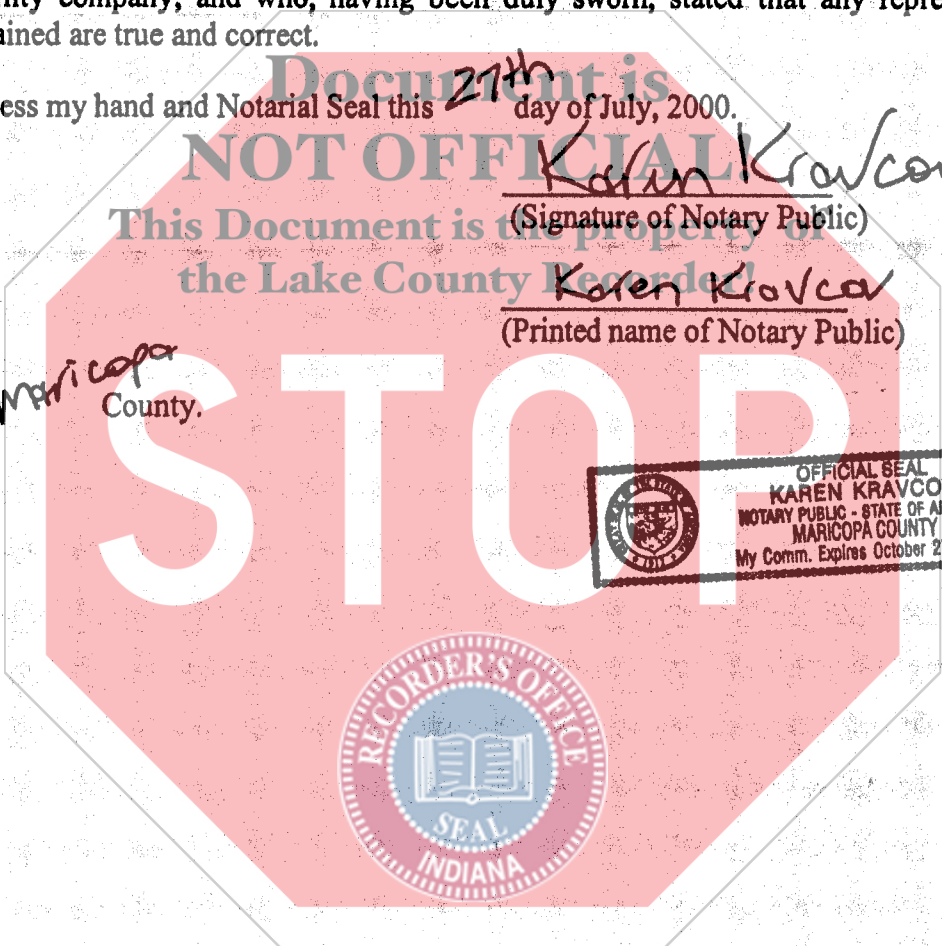


EXHIBIT A

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