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RECORD AND RETURN TO:

CNL Financial Services, LP
CNL Center and City Commons
450 South Orange Avenue
Orlando, Florida 32801
Attention: Servicing Manager

2002 093628

2002 09 17 3:48

CODE 3846
Parcel 71

**LIMITED POWERS OF ATTORNEY
FROM INDENTURE TRUSTEE**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, pursuant to a certain Property Management and Lease Servicing Agreement, dated as of July 1, 2000, as it may be amended from time to time (the "Agreement"), among **CNL FUNDING 2000-A, LP**, as issuer ("the "Issuer"), **CNL FINANCIAL SERVICES, LP**, as property manager (the "Property Manager") and special servicer (the "Special Servicer") (hereafter, collectively, the "Servicer"), and **WELLS FARGO BANK MINNESOTA, NATIONAL ASSOCIATION, f/k/a NORWEST BANK MINNESOTA, N.A.**, as indenture trustee (the "Indenture Trustee"), the Servicer administers and services certain "Restaurant Units" and "Leases" as the terms are defined in the Agreement, in accordance with the terms of the Agreement and such Leases, and

WHEREAS, pursuant to the terms of the Agreement, the Servicer is granted certain powers, responsibilities and authority in connection with its servicing and administration subject to the terms of the Agreement; and

WHEREAS, the Indenture Trustee (hereafter, the "Grantor") has been requested by the Servicer pursuant to the Agreement to grant this Limited Power of Attorney to the Servicer to enable it to execute and deliver, on behalf of the Grantor, certain documents and instruments related to the Restaurant Units and Leases, thereby empowering the Servicer to take such actions as it deems necessary to comply with its servicing, administrative and management duties under and in accordance with the Agreement.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

The Grantor does make, constitute and appoint **CNL Financial Services, LP**, a Delaware limited partnership, its true and lawful agent and attorney in fact with respect to the Restaurant Units and Leases held by the Grantor, in its name, place and stead, to:

- A. Prepare, execute and deliver:

530746
→ Adjoining Dept of Transportation
100 N. Korte Ave #555
Andover, MA 01810-0555

#9910
15-00
A

(i) any and all financing statements, continuation statements and other documents or instruments necessary to maintain the validity, enforceability, perfection and priority of the Grantor's interest in any real property (collectively, the "Mortgaged Property") and any Lease with respect to any Mortgaged Property;

(ii) subject to the provisions of the Agreement, any and all modifications, waivers, consents, assumptions, amendments or subordinations with respect to a Lease or documents relating thereto (including releases or partial releases of mortgages); and

(iii) any and all instruments necessary or appropriate for the eviction of any Tenant under a Lease serviced by the Servicer and consistent with the authority granted by the Agreement.

B. To take any and all actions on behalf of the Grantor in connection with maintaining and defending the enforceability of any such Lease obligation, including but not limited to the execution of any and all instruments necessary or appropriate in defense of and for the collection and enforcement of said Lease obligation in accordance with the terms of the Agreement.

ARTICLE I

The enumeration of particular powers hereinabove is not intended in any way to limit the grant to the Servicer as the Grantor's attorney in fact of full power and authority with respect to the Leases and Restaurant Units to execute and deliver any such documents, instrument or other writing as fully, in all intents and purposes, as Grantor might or could do if personally present. The Grantor hereby ratifies and confirms whatsoever such attorney in fact shall and may do by virtue hereof, and the Grantor agrees and represents to those dealing with such attorney in fact that they may rely upon this power of attorney until termination of the power of attorney under the provisions of Article III below. As between the Grantor and the Servicer, the Servicer may not exercise any right, authority or power granted by this instrument in a manner which would violate the terms of the Agreement or the servicing standard imposed on the Servicer by the Agreement, but any and all third parties dealing with Servicer as the Grantor's attorney in fact may rely completely, unconditionally and conclusively on the Servicer's authority and need not make inquiry about whether the Servicer is acting pursuant to the Agreement or such standard. Any trustee, title company or other third party may rely upon a written statement by the Servicer that any particular lease or property in question is subject to and included under this power of attorney and the Agreement.

ARTICLE II

An act or thing lawfully done hereunder by the Servicer shall be binding on the Grantor and the Grantor's successors and assigns.

ARTICLE III

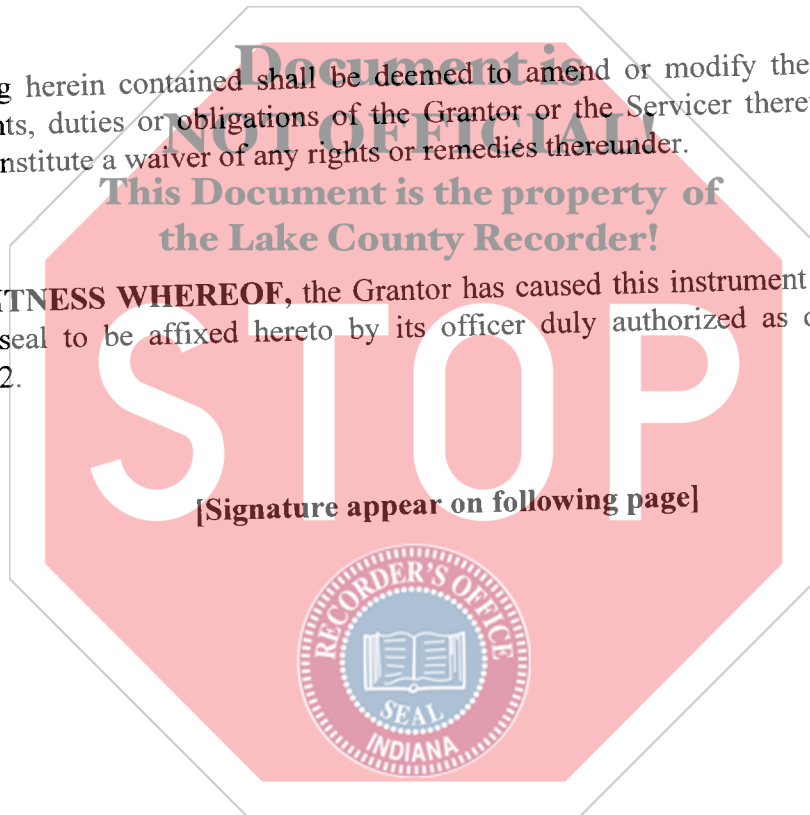
This power of attorney shall continue in full force and effect from the date hereof until the earliest occurrence of any of the following events, unless sooner revoked in writing by the Grantor:

- A. the suspension or termination of this limited power of attorney by the Grantor;
- B. the transfer of the Servicer's servicing rights and obligations as the Servicer under the Agreement from the Servicer to another servicer;
- C. the appointment of a receiver or conservator with respect to the business of the Servicer; or
- D. the filing of a voluntary or involuntary petition in bankruptcy by or against the Servicer.

Nothing herein contained shall be deemed to amend or modify the Agreement or the respective rights, duties or obligations of the Grantor or the Servicer thereunder, and nothing herein shall constitute a waiver of any rights or remedies thereunder.

This Document is the property of the Lake County Recorder!

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed and its corporate seal to be affixed hereto by its officer duly authorized as of the 14 day of February, 2002.



"INDENTURE TRUSTEE"

WELLS FARGO BANK MINNESOTA, NATIONAL ASSOCIATION, f/k/a NORWEST BANK MINNESOTA, N.A., as Indenture Trustee under that certain Property Management and Lease Servicing Agreement dated as of July 1, 2000

Attest:

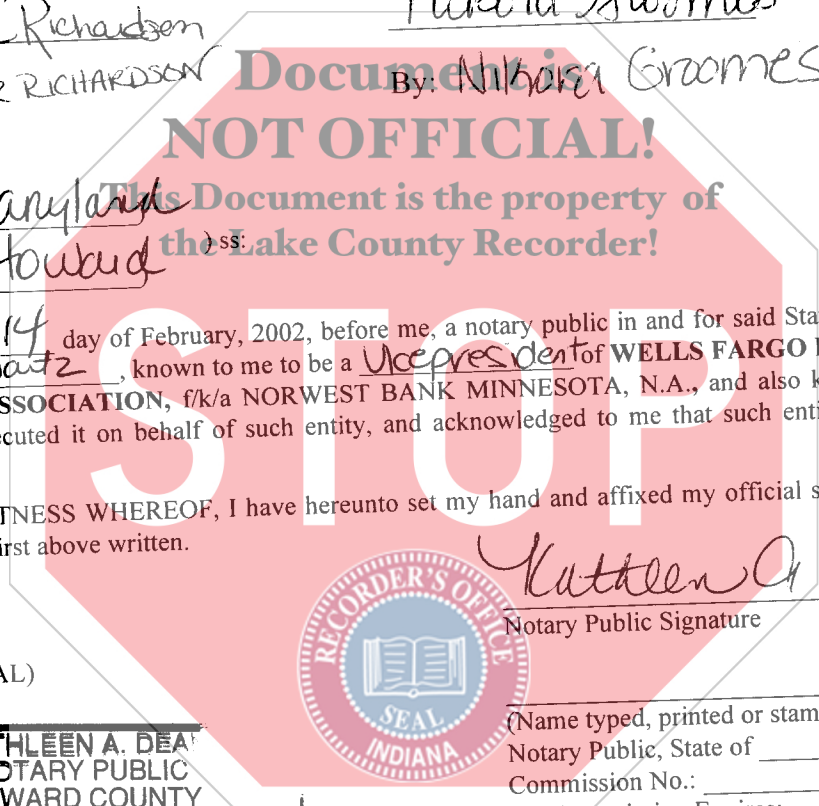
By: [Signature]
Name: BARRY SCHWARTZ, VICE PRESIDENT
Title: _____

By: [Signature]
Its: REID DENNY, ASSISTANT SECRETARY

Unofficial Witnesses:

[Signature]
By: JENNIFER RICHARDSON

[Signature]
By: Nikora Groomes



STATE OF Maryland
COUNTY OF Howard

On the 14 day of February, 2002, before me, a notary public in and for said State, personally appeared Barry Schwartz, known to me to be a Vicepresident of **WELLS FARGO BANK MINNESOTA, NATIONAL ASSOCIATION, f/k/a NORWEST BANK MINNESOTA, N.A.**, and also known to me to be the person who executed it on behalf of such entity, and acknowledged to me that such entity executed the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[Signature]
Notary Public Signature

(NOTARY SEAL)

KATHLEEN A. DEAN
NOTARY PUBLIC
HOWARD COUNTY
MARYLAND
MY COMMISSION EXPIRES FEB. 22, 2005

(Name typed, printed or stamped)
Notary Public, State of _____
Commission No.: _____
My Commission Expires: _____