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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2013 049684

2013 JUL -9 PM 1:46

~~RECORD AND WHEN~~  
~~RECORDED RETURN TO:~~

MICHAEL B. BROWN  
RECORDER

CNL APF Properties, LP  
c/o GE Capital Franchise Finance Corporation  
8377 E. Hartford Drive  
Suite 200  
Scottsdale, AZ 85255  
Attention: Collateral Management

Tax Parcel #: 45-12-22-426-008.000-030

Property Address:  
8140 Mississippi Street  
Merrillville, Indiana 46410

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**MEMORANDUM OF ASSIGNMENT AND ASSUMPTION OF LEASE DOCUMENTS**

**THIS MEMORANDUM OF ASSIGNMENT AND ASSUMPTION OF LEASE DOCUMENTS** ("Memorandum") is effective as of June 11, 2013 (the "Effective Date"), between CNL Funding 2000-A, LP, a Delaware limited partnership, whose address is 8377 East Hartford Drive, Suite 200, Scottsdale Arizona, 85255 ("Assignor"), and CNL APF Properties, LP, a Delaware limited partnership, whose address is c/o GE Capital Franchise Finance Corporation, 8377 East Hartford Drive, Suite 200, Scottsdale Arizona, 85255, Attn: Collateral Management ("Assignee").

A. Assignor is the landlord under the Lease Agreement dated October 28, 1999 (together with any guaranty(ies) thereof, and any amendments, supplements or assignments thereto, the "Lease"), between Assignor (as successor in interest to CNL APF Partners, LP), as landlord, and American Blue Ribbon Holdings, LLC (successor in interest to Vicorp Restaurants, Inc.) (the "Tenant"), as evidenced by that certain Memorandum of Lease recorded on November 5, 1999, as Document Number 99091837, Official Records, Lake County, Indiana (as amended and assigned, the "Memorandum"), whereby Assignor leased to Tenant the real property and improvements more particularly described in the Memorandum.

B. Assignor and Assignee have entered into an Assignment and Assumption of Lease Documents ("Agreement"), of even date herewith, and hereby incorporate the terms and conditions of the Agreement as if set forth in full herein, and record this Memorandum to serve as constructive notice of the terms and conditions of the Agreement, with the intent that such Agreement be binding on all successors or assigns of Assignor and Assignee.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

004055

Return to:  
First American Title Insurance Company  
Attn: Deborah Cross  
30 N. LaSalle St, Suite 2700  
Chicago, IL 60602

**FILED**

JUL 09 2013

PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

18-00  
028157

Asset No. 1592  
Lake County, IN

4832-5107-5860.1

6104841N1 2012

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Memorandum as of the Effective Date.

ASSIGNOR:

CNL FUNDING 2000-A, LP, a Delaware limited partnership

By: CNL FUNDING 2000-A, LLC, a Delaware limited liability company, its sole general partner

By: Barbara Habhab  
Name: Barbara Habhab  
Its: Vice President

STATE OF ARIZONA )  
 ) ss.  
COUNTY OF MARICOPA )

Before me the undersigned, Notary Public in and for the above county and state on the 17 day of June, 2013, personally appeared Barbara Habhab, as Vice President of CNL Funding 2000-A, LLC, the sole general partner of CNL Funding 2000-A, LP, on behalf of said limited partnership and who being duly sworn stated, or affirmed, that the representations contained herein are true, and acknowledged the execution of the foregoing document.

Witness my hand and notary seal

Malaika Roemer  
Malaika Roemer, Notary Public  
Resident of Maricopa County, Arizona

My Commission Expires: 09-21-15

SEAL



ASSIGNEE:

CNL APF PARTNERS, LP, a Delaware limited partnership

By: CNL APF GP, LLC, a Delaware limited liability company, its sole general partner

By: Barbara Habhab  
Printed Name: Barbara Habhab  
Its: Vice President

STATE OF ARIZONA )  
 ) ss.  
COUNTY OF MARICOPA )

Before me the undersigned, Notary Public in and for the above county and state on the 17 day of June, 2013, personally appeared Barbara Habhab, as Vice President of CNL APF GP, LLC, the sole general partner of CNL APF Partners, LP, on behalf of said limited partnership and who being duly sworn stated, or affirmed, that the representations contained herein are true, and acknowledged the execution of the foregoing document.

Witness my hand and notary seal Malaka Roemer  
Malaka Roemer, Notary Public  
Resident of Maricopa County, Arizona

My Commission Expires: 09-21-15

SEAL



I affirm under the penalties for perjury that I have taken reasonable care to redact each social security number in this document, unless required by law.

Meredith P. Hartley  
Meredith P. Hartley, Esq.

This instrument prepared by:

Reed Smith LLP  
3110 Fairview Park Drive, Suite 1400  
Falls Church, VA 22042



**EXHIBIT A**

**LEGAL DESCRIPTION**

The Property is located at 8140 Mississippi Street, Merrillville, Indiana, and is legally described as follows:

PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF U.S. HIGHWAY NUMBER 30, LAKE COUNTY, INDIANA, DESCRIBED AS BEGINNING ON SAID SOUTH LINE AND 40.00 FEET WEST OF THE EAST LINE OF SAID SECTION 22; THENCE SOUTH AND PARALLEL WITH SAID EAST LINE, 175.00 FEET; THENCE WEST, 290.00 FEET; THENCE SOUTH 175.00 FEET; THENCE WEST 8.87 FEET; THENCE WESTERLY ALONG A CIRCULAR CURVE WHICH IS CONVEX TO THE NORTH WHOSE RADIUS EQUALS 3681.41 FEET, TANGENT EQUALS 20.57 FEET, DEFLECTION ANGLE EQUALS 00 DEGREES 38 MINUTES 25 SECONDS, A DISTANCE OF 41.14 FEET ALONG SAID CURVE; THENCE NORTH 349.16 FEET TO SAID SOUTH LINE; THENCE NORTH 89 DEGREES 41 MINUTES 20 SECONDS EAST ALONG SAID SOUTH LINE, 165.00 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 40 SECONDS EAST ALONG SAID SOUTH LINE, 175.00 FEET TO THE POINT OF BEGINNING, BEING PART OF PARCEL 1 OF WESTLAKE PLAZA, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 47, PAGE 77, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, AND AS AMENDED IN CERTIFICATES OF CORRECTION RECORDED AUGUST 10, 1977, AS DOCUMENT NUMBERS 422236 AND 422237.



5059-2.11.13-IN  
4838-4185-8323.2

Asset No. 1592  
Lake County, IN