This information is taken from public records filed with the Lucas County Recorder’s Office. Port Lawrence Title and Trust Company assumes no liability for the accuracy or completeness of the information contained herein.
DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS (the "Declaration") is made and entered into as of the 30th day of September, 2002, by and between CXL RESTAURANT INVESTORS PROPERTIES, LLC, a Delaware limited liability company, and CNL CENTER at City Commons, 450 South Orange Avenue, Orlando, Florida 32801 ("Buyer"), and MEIJER STORES LIMITED PARTNERSHIP, a Michigan limited partnership, of 2929 Walker Avenue, N.W., Grand Rapids, Michigan 49544 ("Seller"). Seller and Buyer when referred to together as the "Parties".

Statement of Facts

Pursuant to a certain Real Estate Option Contract executed by and between the Seller, and RTM Operating Company ("RTM"), and assigned by RTM, Buyer, Seller has conveyed to Buyer a certain parcel of land (the "Buyer Parcel") located in the City of Toledo, Lucas County, Ohio, which is described on the attached Exhibit A. The prior deed reference for the Buyer Parcel is Official Record Volume 02-0438-E09, Lucas County Records. Seller is the fee simple owner of an adjacent parcel of land (the "Seller Parcel"), which is described on the attached Exhibit B. Seller has improved the Seller Parcel with a combination food and general merchandise store. The parties have agreed the restrictions and rights hereinafter set forth are necessary and beneficial to use of the Seller Parcel and are a material consideration in Seller's willingness to sell the Buyer Parcel to Buyer.

Agreement

The parties agree as follows:

1. **Prohibited Commercial Activities.** The Buyer Parcel may be used for any lawful purpose except for the following prohibited uses: drug store of any kind; prescription pharmacy; sale of liquor in package form, including without limitation beer, wine and ale; grocery store; supermarket, supercenter; combination food and general merchandise store; any discount retail facility exceeding 30,000 square feet, under one roof; department store; warehouse club; wholesale club; gas station; tattoo parlor; used car lot; bar; tavern or amusement or recreation establishment, including without limitation a pool hall, bowling alley, massage parlor, game center, theater, play house, night club, movie theater, adult book store, or establishment featuring a male or female revue; any combination of, or parking to support, any or all of the foregoing prohibited uses.

2. **Prior Approval of Plans and Specifications.** No improvements on or to the Buyer Parcel shall be made, or once made thereafter significantly altered, remodeled or relocated, until plans and specifications for any improvements have been submitted to Seller and approved by Seller in writing. Seller's approval is required to ensure that any improvements of or to the Buyer Parcel are structurally, aesthetically and operationally compatible with the use, operation and improvements which may exist from time to time on the Seller Parcel. Seller's approval of such plans and specifications shall not be unreasonably delayed or withheld. Notwithstanding anything to the contrary in the foregoing, Buyer shall have the right to remove and make any alterations to the interior of the building to be constructed on the Buyer Parcel without Seller's approval.

3. **No Zoning Variances.** Buyer and its successors and assigns shall not seek governmental approval for any use of the Buyer Parcel which requires the grant of any type of zoning variance or special use permit from Lucas County, or any commission or subdivision thereof, or from any city or township located therein, or from any other governmental entity, without the express written consent of Seller. The foregoing restriction is especially intended to prohibit any variance or special use permit which might reduce the parking and setback requirements applicable to the Buyer Parcel.

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4. **Height.** No building or structure on the Buyer Parcel shall be more than one (1) story (no greater than 25 feet) in height.

5. **Term.** This Declaration shall continue for a term of twenty (20) years from the date hereof, or so long as a combination food and general merchandise type retail establishment is in operation on some or all of the Seller Parcel, whichever shall be longer. Temporary cessation of operation upon the Seller Parcel due to fire or other casualty, acts of God, labor disputes or other causes beyond the reasonable control of the owner of the Seller Parcel and a temporary cessation of use for not more than three hundred sixty-five (365) consecutive days for the purpose of making alterations or for reletting shall not be deemed a cessation of operation within the meaning of this Paragraph.

6. **Covenants Running With Land.** The restrictions hereby imposed and the agreements herein contained shall be restrictions and covenants running with the land and shall inure to the benefit of the Seller Parcel. The restrictions and covenants herein shall be binding upon the Parties and their respective heirs, successors and assigns, including, but without limitation, all subsequent owners of all or any part of the Buyer Parcel or the Seller Parcel and all those claiming by through or under them.

7. **Legal and Equitable Relief.** Seller and its successors and assigns shall have the right to prosecute any proceedings at law or in equity against Buyer and its successors and assigns, or any other person or entity violating, attempting to violate or defaulting upon any of the provisions contained in this Declaration, in order to prevent any violation, attempted violation or default upon the provisions of this Declaration and to recover damages for any such violation or default. The remedies available under this Paragraph shall include, by way of illustration but not limitation, ex parte applications for temporary restraining orders, preliminary injunctions and permanent injunctions enjoining any such violation or attempted violation or default, and actions for specific performance of this Declaration. Notwithstanding anything in this Declaration to the contrary, nothing herein shall be deemed to create a reversion, possibility of reverter, or right of entry in the event of breach of the covenants herein or the termination or lapse of this Declaration.

8. **Waiver of Default.** No waiver of any default by Seller to this Declaration shall be implied from any omission by Seller to take any action with respect to any such default if such default continues or is repeated. In addition, no express waiver of any default shall affect any other default or cover any period of time other than the default and period of time specified in such express waiver. One or more waivers of any default in the performance of any term, provision or covenant contained in this Declaration shall not be deemed to be a waiver of any subsequent default in the performance of the same term, provision or covenant or any other term, provision or covenant contained in this Declaration. The consent or approval by Seller to or of any act or request by Buyer requiring consent or approval shall not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar acts or requests. Seller's rights and remedies under this Declaration are cumulative and no one of such rights and remedies shall be exclusive of any of the others, or of any other right or remedy at law or in equity which Seller might otherwise have by virtue of a default under this Declaration, and the exercise of one such right or remedy by Seller shall not impair its standing to exercise any other right or remedy.

9. **Method of Amendment.** The provisions of this Declaration may be modified or amended, in whole or in part, only with the consent of the Parties, as the respective fee simple owners of the Buyer Parcel and the Seller Parcel, by declaration in writing, executed and acknowledged by the Parties, duly recorded in Lucas County, Ohio.

10. **No Third Party Beneficiary.** The provisions of this Declaration are for the exclusive benefit of the fee simple owner(s) of the Seller Parcel, its successors and assigns, and not for the benefit of any third person or entity. In addition, this Declaration shall not be deemed to have conferred any rights, express or implied, upon any third person or entity.
11. **Notices.** Until written notice of a change in address is delivered to the other parties, notices shall be sent in writing and delivered personally or sent by certified mail or by overnight express mail by a nationally recognized carrier (such as Federal Express, UPS, DHL, or Airborne) to the following addresses:

**To Seller:**
Meijer Stores Limited Partnership  
4411 Plainfield Avenue NE  
Grand Rapids, Michigan 49525  
Attn: Real Estate Dept.

**Seller (copy to):**
Meijer Stores Limited Partnership  
2929 Walker Ave. NW  
Grand Rapids, Michigan 49544  
Attention: Legal Department

**To Buyer:**
CNL Restaurant Investors Properties  
CNL Center at City Commons  
450 South Orange Avenue  
Orlando, Florida 32801  
Attention: Property Management

**Copy to:**
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.  
Attention: Dale Burkett, Esq.  
450 South Orange Avenue  
Suite 800  
Orlando, FL 32802

Any such notices shall be deemed to have been given on the day after the date on which the notice was delivered to the overnight courier for delivery (with all delivery fees paid, if the party sending the notice does not have an established account with the courier permitting delayed billing), or two days after the date the notice was deposited for mailing in a United States Post Office or mail receptacle with proper postage affixed if the notice was sent by certified mail.

12. **Conflicts.** The captions of the paragraphs of this Declaration are for convenience only and shall not be considered nor referred to in resolving questions of interpretation and construction.

13. **Governing Law.** This Declaration shall be construed in accordance with the laws of the State of Ohio and any applicable federal laws and regulations.

14. **Severability.** If any term, provision, or condition contained in this Declaration shall, to any extent, be invalid or unenforceable, the remainder of this Declaration (or the application of such term, provision, or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby and each term, provision, or condition of this Declaration shall be valid and enforceable to the fullest extent provided by law.

15. **Perpetuities.** If and to the extent that any of the covenants herein would otherwise be unlawful or void for violation of (a) the rule against perpetuities, (b) the rule restricting restraints on alienation, or (c) any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time for which such covenants may be valid, then the provision concerned shall continue and endure only until the expiration of a period of twenty-one (21) years after the death of the last to survive of the class of persons consisting of all of the lawful descendants of Frederik Meijer, living at the date of this Declaration.
16. Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of this Declaration.

IN WITNESS THEREOF, the Parties have executed this Declaration of Restrictions as of the day and year above first written.

MEIJER STORES LIMITED PARTNERSHIP

By: Meijer Group, Inc.
   Its: General Partner

By: __________________________
    (Robert J. Verheijen)

Its: Vice President

CNL RESTAURANT INVESTORS PROPERTIES, LLC, a Delaware limited liability company

By: CNL Restaurant Investors Properties, Inc., a Delaware corporation, as Managing Member

By: __________________________
    Name: Steven D. Shockford

Its: CFO, EVP & Treas.

STATE OF MICHIGAN

COUNTY OF KENT

The foregoing instrument was acknowledged before me this 24th day of September, 2002, by Robert J. Verheijen, the Vice President of Meijer Group, Inc., the General Partner of Meijer Stores Limited Partnership, a Michigan-limited partnership, for and on behalf of said limited partnership.

Barbara J. Strayer
Notary Public, Kent County, Michigan
My commission expires: 11-11-04

Barbara J. Strayer
Notary Public, Ottawa Co., MI
Acting in Kent Co., MI
My Commission Expires April 16, 2004
EXHIBIT A
TO
DECLARATION OF RESTRICTIONS

Part of Lot One (1), Meijer Plat One (1), as recorded at Volume 130 of Plats Page 90, Lucas County Records bounded and described as follows:

Part of the Northeast one-quarter (1/4) of Section Seven (7), Township Nine (9) South, Range Eight (8) East, in the City of Toledo, Lucas County, Ohio, described as beginning at a point on the southerly seventy (70) feet right of way line of Alexis Road which is North eighty-nine (89) degrees, thirty-two (32) minutes, forty-five (45) seconds West, along the north line of said Northeast one-quarter (1/4) three hundred twenty and eighteen hundredths (320.18) feet and South zero (00) degrees, thirty-one (31) minutes, thirty-three (33) seconds West, seventy and zero hundredths (70.00) feet from the Northeast corner of said section seven (7); thence from said point of beginning, North eighty-nine (89) degrees, thirty-two (32) minutes, forty-five (45) seconds West, along said southerly right-of-way line, two hundred three and zero hundredths (203.00) feet; thence South zero (00) degrees, thirty-one (31) minutes thirty-three (33) seconds West two hundred seventy-six and zero hundredths (276.00) feet; thence South eighty-nine (89) degrees, thirty-two (32) minutes, forty-five (45) seconds East, two hundred three and zero hundredths (203.00) feet; thence North zero (00) degrees, thirty-one (31) minutes, thirty-three (33) seconds East, two hundred seventy-six and zero hundredths (276.00) feet to the point of beginning, containing 1.29 gross and net acres.
EXHIBIT B
TO
DECLARATION OF RESTRICTIONS

Part of Lot 1, Meijer Plat 1 as recorded at Volume 130, Page 90, Lucas County Records, bounded and described as follows:

Part of the Northeast 1/4 of Section 7, Township 9 South, Range 8 east, in the City of Toledo, Lucas County, Ohio, described as: Beginning at a point on the westerly 35' right-of-way line of Hagman Road which is South 00°32'00" West along the East line of said Northeast 1/4, 363.08 feet and North 89°32'45" West 35.00 feet from the Northeast corner of said Section 7; thence from said point of beginning South 00°32'00" West along said westerly right-of-way line 1034.56 feet; thence South 68°11'52" West 527.49 feet to a point on the northeasterly 50' right-of-way line of Benore Road; thence North 47°08'15" West along said northeasterly right-of-way line 1084.76 feet; thence North 00°37'05" East along the east line of the East 1/3 of the West 1/2 of said Northeast 1/4 of said Section 7, 204.67 feet; thence North 39°41'35" East 475.39 feet; thence North 00°39'04" East 225.00 feet; thence South 89°32'45" East along the southerly 70.00' right-of-way line of Alexis Road 500.64 feet; thence South 00°32'00" West 276.00 feet; thence South 89°32'45" East 203.00 feet; thence South 00°32'00" West 19.08 feet; thence South 89°32'45" East 285.25 feet to the point of beginning. Containing 31.39 gross and net acres.

EXCEPTING THEREFROM THE FOLLOWING PARCEL:

Part of Lot 1 in Meijer Plat 1, City of Toledo, Lucas County, Ohio, in accordance with Volume 130 of Plats, Page 91, bounded and described as: Beginning at a found 6 inch concrete monument at the Southwest corner of said Lot 1; thence North 00°37'05" East along the West line of said Lot 1 a distance of 204.67 feet to a found 6 inch concrete monument; thence North 39°41'35" East along the Northwest line of said Lot 1 a distance of 174.60 feet to a capped ¾ inch iron rod set; thence South 00°37'05" West a distance of 248.15 feet to a capped ¾ inch iron rod set; thence South 50°42'18" West a distance of 143.49 feet to the point of beginning. Containing 0.57 acres.

RECEIVED & RECORDED

OCT 09 2002

SUE RIOUX
RECORER, LUCAS COUNTY, OHIO

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