

Division of Corporations

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Florida Department of State
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SECRETARY OF STATE
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DIVISION OF CORPORATIONS

MERGER OR SHARE EXCHANGE**CFD HOLDINGS II, LLC**

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SECRETARY OF STATE
TALLAHASSEE, FLORIDAARTICLES OF MERGER
OFCNL FUNDING 2001-A, LP,
a Delaware limited partnership,

WITH AND INTO

CFD HOLDINGS II, LLC,
a Florida limited liability company

CFD HOLDINGS II, LLC, a Florida limited liability company ("Surviving Entity") and CNL FUNDING 2001-A, LP, a Delaware limited partnership (the "Merging Entity"), hereby adopt the following Articles of Merger for the purpose of effecting the merger of the Merging Entity with and into the Surviving Entity:

FIRST: The plan of merger is as follows:

1. On the Effective Date (as hereinafter defined), the Merging Entity will be merged with and into the Surviving Entity, and the Surviving Entity shall be the surviving entity of such merger (the "Merger").

2. The terms and conditions of the Merger are as follows:

(a) The manner and basis of converting the limited partner partnership interests and the general partner partnership interests in the Merging Entity into membership interests in the Surviving Entity, cash, or other consideration, or a combination thereof, is as follows:

(i) CNL Financial LP Holding, LP, a Delaware limited partnership ("Holding LP"), which owns all of the limited partner partnership interests in Merging Entity, owns, indirectly through Restaurant Assets, LLC (which is owned 100% by Holding LP), all of the membership interests in the Surviving Entity. As a result, the limited partner partnership interests in the Merging Entity will not be converted into additional membership interests in the Surviving Entity, cash or other consideration, but rather will cease to exist at and as of the Effective Date.

(ii) CNL Funding 2001-A, Inc., a Delaware corporation ("Funding GP"), owns all of the general partner partnership interests in the Merging Entity. The general partner partnership interests in the Merging Entity shall automatically be converted into the right to receive Fifteen Thousand Four Hundred Sixty-Four and 00/100 Dollars (\$15,464.00) cash (the "Cash Consideration"). In connection with the payment of the Cash Consideration to Funding GP, the general partner partnership interests in the Merging Entity shall cease to exist at and as of the Effective Date.

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TALLAHASSEE, FLORIDA

(b) The Surviving Entity will continue in existence under the laws of the State of Florida, and shall possess all the rights, privileges, licenses, immunities and franchises of a public as well as a private nature, of each of the parties to the Merger, and all property, real, personal or mixed, and all debts due on whatever account, and all other choses in action, and all and every other interest of or belonging to or due to each of the parties to the Merger shall be taken and deemed to be transferred to and vested in the Surviving Entity without further act or deed; and the title to any real estate, or any interest therein, vested in any party to the Merger shall not revert or be in any way impaired by reason of such Merger; and the Surviving Entity shall thenceforth be responsible and liable for all of the liabilities and obligations of each party to the Merger, and any claim existing or action or proceeding by or against any party to the Merger may be continued as if such Merger had not occurred, or the Surviving Entity may be substituted in its place, and neither the rights of creditors nor any liens upon the property of any party shall be impaired by the Merger.

(c) The Articles of Organization of the Surviving Entity, as in effect immediately prior to the Effective Date, shall be the Articles of Organization of the Surviving Entity until thereafter amended as provided by law.

(d) The Operating Agreement of the Surviving Entity, as in effect immediately prior to the Effective Date, shall be the Operating Agreement of the Surviving Entity until thereafter amended as provided in the Operating Agreement and by applicable law.

3. The Merger shall become effective on August 1, 2005 (the "Effective Date").

4. The principal business address of the Surviving Entity is 450 South Orange Avenue, Orlando, Florida 32801.

SECOND: The Merger was approved, adopted, certified, executed and acknowledged as follows:

1. The Merger was approved, adopted, certified, executed and acknowledged by the Surviving Entity by its sole member, in accordance with the applicable provisions of Chapter 608, Florida Statutes.

2. The Merger was approved, adopted, certified, executed and acknowledged by Merging Entity by its general partner and its limited partner in accordance with the applicable provisions of Delaware law.

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signatures appear on next page]

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IN WITNESS WHEREOF, the undersigned have caused these Articles of Merger to be signed by their duly authorized representatives as of the 21st day of July, 2005. JUL 25 A 10:20

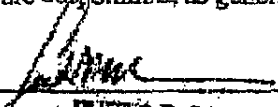
CFD HOLDINGS II, LLC,
a Florida limited liability company

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

By: **RESTAURANT ASSETS, LLC,**
a Florida limited liability company, as sole member

By: **CNL FINANCIAL LP HOLDING, LP,**
a Delaware limited partnership, as sole member

By: **CNL FINANCIAL GP HOLDING CORP.,**
a Delaware corporation, as general partner

By: 
Name: **CURTIS B. MCWILLIAMS**
Title: **PRESIDENT**

CNL FUNDING 2001-A, LP,
a Delaware limited partnership

By: **CNL FUNDING 2001-A, INC.,**
a Delaware corporation, as general partner

By: 
Name: **CURTIS B. MCWILLIAMS**
Title: **PRESIDENT**

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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Plan of Merger") is made as of the 9th day of July, 2005 by and among CFD HOLDINGS II, LLC, a Florida limited liability company ("Surviving Entity") and CNL FUNDING 2001-A, LP, a Delaware limited partnership ("Merging Entity") (the Merging Entity and the Surviving Entity are collectively referred to herein as the "Constituent Entities").

WITNESSETH:

WHEREAS, the Surviving Entity is a wholly-owned subsidiary of Restaurant Assets, LLC, which is in turn a wholly-owned subsidiary of CNL Financial LP Holding, LP ("Holding LP"); and

WHEREAS, Holding LP is the sole limited partner of the Merging Entity, holding a 99.99% limited partner partnership interest in the Merging Entity (the "Limited Partner Partnership Interests"); and

WHEREAS, CNL Financial GP Holding Corp. ("Holding GP") is the sole general partner of Holding LP and is the sole shareholder of CNL Funding 2001-A, Inc., a Delaware corporation ("Funding GP"); and

WHEREAS, Funding GP is the sole general partner of the Merging Entity, holding a .01% general partner partnership interest in the Merging entity (the "General Partner Partnership Interests"); and

WHEREAS, the Constituent Entities desire to effect a merger (the "Merger"), whereby the Merging Entity would be merged with and into the Surviving Entity in accordance with the terms set forth herein; and

WHEREAS, the general partner and limited partner of the Merging Entity have approved this Plan of Merger; and

WHEREAS, the address of the Merging Entity is 450 S. Orange Avenue, Orlando, Florida 32801; and

WHEREAS, the sole member of the Surviving Entity has approved this Plan of Merger, as required by applicable law; and

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements, covenants, and provisions contained herein, and for the purpose of prescribing the terms and conditions of the Merger, and such other details and provisions as the parties hereto deem necessary or desirable, the parties agree as follows:

1. On August 1, 2005 (the "Effective Date"), the Merging Entity shall be merged with and into the Surviving Entity pursuant to this Plan of Merger, and the Surviving Entity shall continue to exist and be governed under the laws of the State of Florida. The Merger shall become effective as of the Effective Date.

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2. The terms and conditions of the Merger shall be as follows:

(a) The manner and basis of converting the partnership interests in the Merging Entity into membership interests in the Surviving Entity, cash or other consideration, or a combination thereof, is as follows:

(i) Holding LP, which owns all of the Limited Partner Partnership Interests in the Merging Entity, owns, indirectly through Restaurant Assets, LLC (which is owned 100% by Holding LP), all of the membership interests in the Surviving Entity. As a result, the Limited Partner Partnership Interests in the Merging Entity will not be converted into additional membership interests in the Surviving Entity, cash or other consideration, but rather will cease to exist at and as of the Effective Date.

(ii) Funding GP owns all of the General Partner Partnership Interests in the Merging Entity. The General Partner Partnership Interests in the Merging Entity shall automatically be converted into the right to receive Fifteen Thousand Four Hundred Sixty-Four and 00/100 Dollars (\$15,464.00) cash (the "Cash Consideration"). In connection with the payment of the Cash Consideration to Funding GP, the General Partner Partnership Interests in the Merging Entity shall cease to exist at and as of the Effective Date.

(b) Except as may otherwise be set forth in this Plan of Merger, the Surviving Entity will continue in existence and shall possess all the rights, privileges, licenses, immunities and franchises, of a public as well as a private nature, of each of the parties to the Merger, and all property, real, personal or mixed, and all debts due on whatever account, and all other choses in action, and all and every other interest of or belonging to or due to each of the parties to the Merger shall be taken and deemed to be transferred to and vested in the Surviving Entity without further act or deed; and the title to any real estate, or any interest therein, vested in any party to the Merger shall not revert or be in any way impaired by reason of such Merger; and the Surviving Entity shall thenceforth be responsible and liable for all of the liabilities and obligations of each party to the Merger, and any claim existing or action or proceeding by or against any party to the Merger may be continued as if such Merger had not occurred, or the Surviving Entity may be substituted in its place, and neither the rights of creditors nor any liens upon the property of any party to the Merger shall be impaired by the Merger.

(c) The Articles of Organization of the Surviving Entity, as in effect immediately prior to the Effective Date, shall be the Articles of Organization of the Surviving Entity until thereafter amended as provided by law.

(d) The Operating Agreement of the Surviving Entity, as in effect immediately prior to the Effective Date, shall be the Operating Agreement of the Surviving Entity until thereafter amended as provided in the Operating Agreement and by applicable law.

3. The Surviving Entity is a limited liability company formed under the laws of the State of Florida. The sole member of the Surviving Entity is Restaurant Assets, LLC, a Florida

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limited liability company, and the Surviving Entity is not managed by a manager and is accordingly member-managed. The principal business address of the Surviving Entity is 450 South Orange Avenue, Orlando, Florida 32801.

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4. If at any time the Surviving Entity shall consider or be advised that any further assignment or assurances in law are necessary or desirable to vest, perfect, confirm or record in the Surviving Entity the title to any property or rights of the Merging Entity or to otherwise carry out the provisions hereof, the parties hereto, as of the Effective Date, shall execute and deliver any and all proper deeds, assignments and assurances in law, and do all things necessary or proper to vest, perfect, or confirm title to such property or rights in the Surviving Entity.

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5. Subject to applicable law, this Plan of Merger may be amended, modified or supplemented only by written agreement of the parties hereto at any time before the Effective Date. This Plan of Merger may be terminated at any time prior to the Effective Date by mutual agreement of the parties hereto, and upon any such termination this Plan of Merger shall be void and of no further effect.

6. The sole member of the Surviving Entity hereby expressly waives notice of any action to approve this Plan of Merger (including but not limited to any notice required under Section 608.4381(3), Florida Statutes).

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signatures appear on next pages]

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IN WITNESS WHEREOF, the undersigned have executed this Plan of Merger as of the date first written above.

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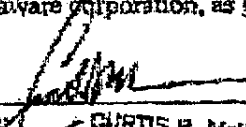
CFD HOLDINGS II, LLC,
a Florida limited liability company

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

By: **RESTAURANT ASSETS, LLC,**
a Florida limited liability company, as sole member

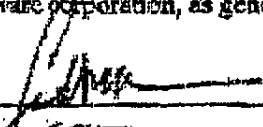
By: **CNL FINANCIAL LP HOLDING, LP,**
a Delaware limited partnership, as sole member

By: **CNL FINANCIAL GP HOLDING CORP.,**
a Delaware corporation, as general partner

By: 
Name: **CURTIS B. McWILLIAMS**
Title: **PRESIDENT**

CNL FUNDING 2001-A, LP,
a Delaware limited partnership

By: **CNL FUNDING 2001-A, INC.,**
a Delaware corporation, as general partner

By: 
Name: **CURTIS B. McWILLIAMS**
Title: **PRESIDENT**

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Restaurant Assets, LLC hereby joins in the execution of this Plan of Merger, solely to acknowledge its waiver of notice described in Section 6 hereof.

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RESTAURANT ASSETS, LLC,
a Florida limited liability company

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

By: CNL FINANCIAL LP HOLDING, LP,
a Delaware limited partnership, as sole member

By: CNL FINANCIAL GP HOLDING CORP.,
a Delaware corporation, as general partner

By: 
Name: CURTIS B. MCWILLIAMS
Title: PRESIDENT