

STATE OF ALABAMA — UNIFORM COMMERCIAL CODE — FINANCING STATEMENT
FORM UCC-1 ALA.

REORDER FROM
Registrars, Inc.
514 PIERCE ST.
P.O. BOX 218
ANOKA, MN. 55303
(612) 421-1713

Important: Read Instructions on Back Before Filling out Form.

Please note that this UCC is for

Notification

☐ The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).

No. of Additional Sheets Presented:

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Return copy or recorded original to:
Greenwich Capital Financial Products, Inc.

~~XXXXXXXXXX~~

600 Steamboat Road
Greenwich, CT 06830
Attn: Charan J. Chanana

Prepaid Acct. #

2. Name and Address of Debtor (Last Name First if a Person)

Tacala, Inc.
500 Chase Park South #108
Birmingham, AL 35244

Social Security/Tax ID #

2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person)

Border Properties, LTD.
500 Chase Park South #108
Birmingham, AL 35244

Social Security/Tax ID #

☐ Additional debtors on attached UCC-E

3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)
Greenwich Capital Financial Products, Inc.
600 Steamboat Road
Greenwich, CT 06839

Social Security/Tax ID #

☐ Additional secured parties on attached UCC-E

5. The Financing Statement Covers the Following Types (or items) of Property:

See Rider A-1 and A-2 attached hereto and made a part hereof.

Taco Bell Corp. ~~all stores~~ all stores 4286, 5207, 5206, 15970, 16079

~~Jefferson County, AL~~

Shelby County, Alabama

This UCC is for notification purposes only.

Check X if covered: ☒ Products of Collateral are also covered.

6. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X if so)

- ☐ already subject to a security interest in another jurisdiction when it was brought into this state.
☐ already subject to a security interest in another jurisdiction when debtor's location changed to this state.
☐ which is proceeds of the original collateral described above in which a security interest is perfected.
☐ acquired after a change of name, identity or corporate structure of debtor
☐ as to which the filing has lapsed.

Tacala, Inc.

Signature of Debtor
BY:

Donald M. Chareeb, Pres.

For signature of additional Debtor see Rider A-2

Greenwich Capital Financial Products, Inc.

Signature of Secured Party (ies) or Assignee

BY:

Charan J. Chanana, VP

Type Name of Individual or Business

(1) FILING OFFICER COPY - ALPHABETICAL
(2) FILING OFFICER COPY - NUMERICAL

(3) FILING OFFICER COPY ACKNOWLEDGEMENT
(4) FILE COPY - SECURED

(5) FILE COPY DEBTOR(S)

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1
Approved by The Secretary of State of Alabama

5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing:

only when filing with the Judge of Probate:

The initial indebtedness secured by this financing statement is \$ _____

Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ _____

8. ☐ This financing statement covers timber to be cut, crops, or fixtures and is to be cross indexed in the real estate mortgage records (Describe real estate and if debtor does not have an interest of record, give name of record owner in Box 5)

Signature(s) of Secured Party(ies)
(Required only if filed without debtor's Signature — see Box 6)

RIDER A-1 TO FINANCING STATEMENT ON FORM UCC-1**DEBTOR**

Tacala, Inc.
500 Chase Park South #108
Birmingham, Alabama 35244

Tax Identification Number:

SECURED PARTY

Greenwich Capital Financial Products, Inc.
600 Steamboat Road
Greenwich, CT 06830
Attn: David R. Jones

COLLATERAL

All goods (including inventory and equipment), general intangibles (other than the Debtor's Franchise Agreement with Taco Bell Corp. and license thereunder), accounts, certificates of title, fixtures, money, instruments, securities, documents, chattel paper, deposits, credits, claims, demands and other personal property, now or hereafter owned, acquired held, used, sold or consumed in connection with the Debtor's business of operating Taco Bell Corp. restaurant number 4286 and any other property, rights and interests of Debtor which at any time relate to, arise out of or in connection with the foregoing or which shall come into the possession or custody or under the control of the Secured Party or any of its agents, representatives, associates or correspondents, for any purpose; all additions thereto, substitutions therefor and replacements thereof, all interest, income, dividends, distributions and earnings thereon or other monies or revenues derived therefrom, including any such property received in connection with any disposition of the Franchise Agreement and all moneys which may become payable under any policy insuring the Collateral or otherwise required to be maintained under the Security Agreement (including return of unearned premium); and all products and proceeds of the foregoing. In addition to granting a security interest in the Collateral, Debtor has entered into a "negative pledge" pursuant to which, among other things, the Debtor has agreed not to transfer, grant any security interest in, or otherwise encumber or dispose of the Franchise Agreement or, except with the Secured Party's consent or as expressly permitted in its Pledge and Security Agreement, any of the Collateral.

PROPERTY

Location: 1017 Fort Dale Road
Greenville, Alabama 36037

Record

Owner: Border Properties, Ltd.
500 Chase Park South #108
Birmingham, Alabama 32544

Legal

Description: See attached

TACALA, INC.

By: 

Name: Donald M. Ghareeb

Title: President

GREENWICH CAPITAL FINANCIAL
PRODUCTS, INC.

By: 

Name: Charan J. Chanana

Title: Vice President

RIDER A-2 TO FINANCING STATEMENT ON FORM UCC-1**DEBTOR**

Border Properties, LTD.
500 Chase Park South #108
Birmingham, Alabama 35244

Tax Identification Number:

SECURED PARTY

Greenwich Capital Financial Products, Inc.
600 Steamboat Road
Greenwich, CT 06830
Attn: David R. Jones

COLLATERAL

All goods (including inventory and equipment), general intangibles, accounts, certificates of title, fixtures, money, instruments, securities, documents, chattel paper, deposits, credits, claims, demands and other personal property, now or hereafter owned, acquired held, used, sold or consumed in connection with the Debtor's business of owning and/or operating Taco Bell Corp. restaurant number 4286 and any other property, rights and interests of Debtor which at any time relate to, arise out of or in connection with the foregoing or which shall come into the possession or custody or under the control of the Secured Party or any of its agents, representatives, associates or correspondents, for any purpose; all additions thereto, substitutions therefor and replacements thereof, all interest, income, dividends, distributions and earnings thereon or other monies or revenues derived therefrom, including any such property received in connection with any disposition of the Franchise Agreement relating to the above-referenced restaurant and all moneys which may become payable under any policy insuring the Collateral or otherwise required to be maintained under the Security Agreement (including return of unearned premium); and all products and proceeds of the foregoing. In addition to granting a security interest in the Collateral, Debtor has entered into a "negative pledge" pursuant to which, among other things, the Debtor has agreed not to transfer, grant any security interest in, or otherwise encumber or dispose of the Franchise Agreement or, except with the Secured Party's consent or as expressly permitted in its Pledge and Security Agreement, any of the Collateral.

PROPERTY


Location: 1017 Fort Dale Road
Greenville, Alabama 36037

Record
Owner: Border Properties, LTD.
500 Chase Park South #108
Birmingham, Alabama 32544

Legal
Description: See attached

BORDER PROPERTIES, LTD.

By: KAROLINA ROASTERS, INC.,
Its general partner

By: 
Name: Donald M. Ghareeb
Title: President

GREENWICH CAPITAL FINANCIAL PRODUCTS, INC.

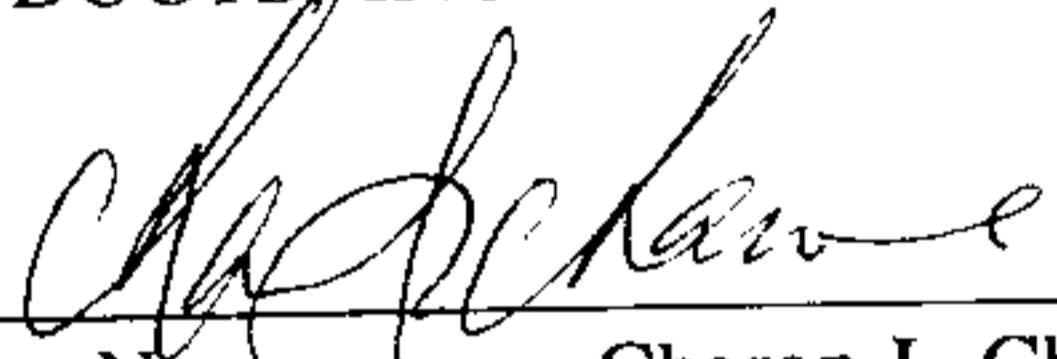
By: 
Name: Charan J. Chanana
Title: Vice President

EXHIBIT "A"
DO 435

Commence at a point known as the Southeast corner of the Northeast 1/4 of the SE 1/4 of Section 10, Township 10 North, Range 14 East, Butler County, Alabama; thence North 1300.92' to a point; thence West 1834.49' to a point located at the intersection of the North side of Cahaba Road and the West right-of-way (35' to centerline) of Alabama Highway No. 185; thence along said right-of-way N 04° 28' 47" E 160.00' to a point; thence N 10° 33' 56" E 110.91' to an iron pin and point of beginning for the herein described parcel of land (the taken from survey by Byron W. Sexton, Alabama Registration No. 15452, dated May 7, 1990); thence leaving said right-of-way N 74° 32' 10" W 177.80' to an iron pin; thence N 14° 18' 49" E 143.94' to an iron pin; thence S 74° 32' 10" E 175.00' to an iron pin located on the West right-of-way of Alabama Highway No. 185 (35' to centerline); thence along said right-of-way S 15° 47' 45" W 4.12' to an iron pin and beginning of a curve; thence Southwesterly along said curve (chord bearing S 13° 07' 24" W, chord distance 139.91', radius 1500.46') to the point of beginning. All being a part of the SE 1/4 of the NE 1/4 of Section 10, Township 10 North, Range 14 East, Butler County, Alabama.

RIDER A-1 TO FINANCING STATEMENT ON FORM UCC-1

DEBTOR

Tacala, Inc.
500 Chase Park South #108
Birmingham, Alabama 35244

Tax Identification Number:

SECURED PARTY

Greenwich Capital Financial Products, Inc.
600 Steamboat Road
Greenwich, CT 06830
Attn: David R. Jones

COLLATERAL

All goods (including inventory and equipment), general intangibles (other than the Debtor's Franchise Agreement with Taco Bell Corp. and license thereunder), accounts, certificates of title, fixtures, money, instruments, securities, documents, chattel paper, deposits, credits, claims, demands and other personal property, now or hereafter owned, acquired held, used, sold or consumed in connection with the Debtor's business of operating Taco Bell Corp. restaurant number 5206 and any other property, rights and interests of Debtor which at any time relate to, arise out of or in connection with the foregoing or which shall come into the possession or custody or under the control of the Secured Party or any of its agents, representatives, associates or correspondents, for any purpose; all additions thereto, substitutions therefor and replacements thereof, all interest, income, dividends, distributions and earnings thereon or other monies or revenues derived therefrom, including any such property received in connection with any disposition of the Franchise Agreement and all moneys which may become payable under any policy insuring the Collateral or otherwise required to be maintained under the Security Agreement (including return of unearned premium); and all products and proceeds of the foregoing. In addition to granting a security interest in the Collateral, Debtor has entered into a "negative pledge" pursuant to which, among other things, the Debtor has agreed not to transfer, grant any security interest in, or otherwise encumber or dispose of the Franchise Agreement or, except with the Secured Party's consent or as expressly permitted in its Pledge and Security Agreement, any of the Collateral.


PROPERTY

Location: 215 Haynes Street
Talladega, Alabama 35160

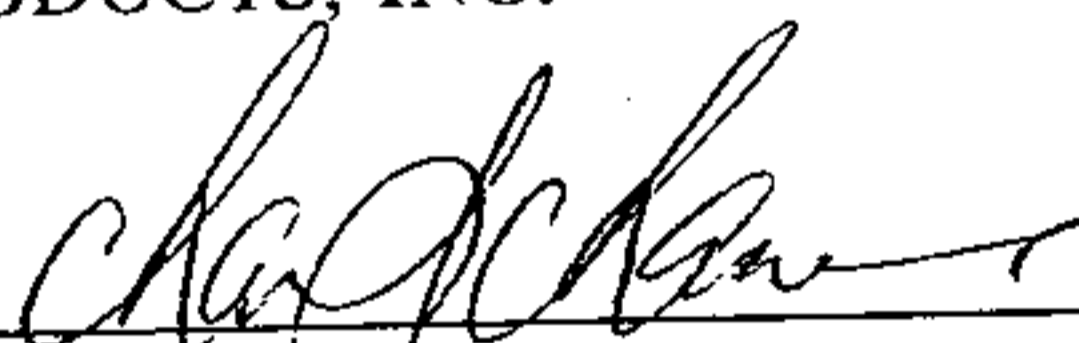
Record
Owner: Border Properties, Ltd.
500 Chase Park South #108
Birmingham, Alabama 32544

Legal
Description: See attached

TACALA, INC.

By: 
Name: Donald M. Ghareeb
Title: President

GREENWICH CAPITAL FINANCIAL
PRODUCTS, INC.

By: 
Name: Charan J. Chanana
Title: Vice President

RIDER A-2 TO FINANCING STATEMENT ON FORM UCC-1

DEBTOR

Border Properties, LTD.
500 Chase Park South #108
Birmingham, Alabama 35244

Tax Identification Number:

SECURED PARTY

Greenwich Capital Financial Products, Inc.
600 Steamboat Road
Greenwich, CT 06830
Attn: David R. Jones

COLLATERAL

All goods (including inventory and equipment), general intangibles, accounts, certificates of title, fixtures, money, instruments, securities, documents, chattel paper, deposits, credits, claims, demands and other personal property, now or hereafter owned, acquired held, used, sold or consumed in connection with the Debtor's business of owning and/or operating Taco Bell Corp. restaurant number 5206 and any other property, rights and interests of Debtor which at any time relate to, arise out of or in connection with the foregoing or which shall come into the possession or custody or under the control of the Secured Party or any of its agents, representatives, associates or correspondents, for any purpose; all additions thereto, substitutions therefor and replacements thereof, all interest, income, dividends, distributions and earnings thereon or other monies or revenues derived therefrom, including any such property received in connection with any disposition of the Franchise Agreement relating to the above-referenced restaurant and all moneys which may become payable under any policy insuring the Collateral or otherwise required to be maintained under the Security Agreement (including return of unearned premium); and all products and proceeds of the foregoing. In addition to granting a security interest in the Collateral, Debtor has entered into a "negative pledge" pursuant to which, among other things, the Debtor has agreed not to transfer, grant any security interest in, or otherwise encumber or dispose of the Franchise Agreement or, except with the Secured Party's consent or as expressly permitted in its Pledge and Security Agreement, any of the Collateral.

PROPERTY

Location: 215 Haynes Street
Talladega, Alabama 35160

Record
Owner: Border Properties, LTD.
500 Chase Park South #108
Birmingham, Alabama 32544

Legal
Description: See attached

BORDER PROPERTIES, LTD.

By: KAROLINA ROASTERS, INC.,
Its general partner

By: 

Name: Donald M. Ghareeb
Title: President

GREENWICH CAPITAL FINANCIAL
PRODUCTS, INC.

By: 

Name: Charan J. Chanana
Title: Vice President

EXHIBIT A

Property situated in Section 26, Township 18 South, Range 5 East, Talladega County, Alabama, more particularly described as follows:

Commence at the Northeast corner of said Section 26; thence in a Southerly direction along the Easterly line of said Section 26, a distance of 543.71 feet; thence 70 degrees 15 minutes right, in a Southwesterly direction, a distance of 181.50 feet; thence 90 degrees left, in a Southeasterly direction, a distance of 591.00 feet; thence 90 degrees right, in a Southwesterly direction, a distance of 375.00 feet; thence 90 degrees right, in a Northwesterly direction, a distance of 30.00 feet; thence 90 degrees left, in a Southwesterly direction, a distance of 252.81 feet to the point of beginning; thence continue along last described course a distance of 186.42 feet to a point on a curve, having a radius of 2181.83 feet, said point established on the ground September 14, 1992, by Alabama Highway Department and shown on map furnished by said Highway Department, dated February 10, 1992, and further identified on said map as tract No. 14; thence 91 degrees 20 minutes 43 seconds left to tangent of said curve, in a Southeasterly direction along said curve to the left, a distance of 200.55 feet; thence 83 degrees 23 minutes 17 seconds left from tangent of said curve, in a Northeasterly direction, a distance of 172.51 feet; thence 90 degrees left in a Northwesterly direction, a distance of 200.0 feet to the point of beginning, containing 0.83 acres, more or less.

5206

RIDER A-1 TO FINANCING STATEMENT ON FORM UCC-1**DEBTOR**

Tacala, Inc.
500 Chase Park South # 108
Birmingham, Alabama 35244

Tax Identification Number:

SECURED PARTY

Greenwich Capital Financial Products, Inc.
600 Steamboat Road
Greenwich, CT 06830
Attn: David R. Jones

COLLATERAL

All goods (including inventory and equipment), general intangibles (other than the Debtor's Franchise Agreement with Taco Bell Corp. and license thereunder), accounts, certificates of title, fixtures, money, instruments, securities, documents, chattel paper, deposits, credits, claims, demands and other personal property, now or hereafter owned, acquired held, used, sold or consumed in connection with the Debtor's business of operating Taco Bell Corp. restaurant number 5207 and any other property, rights and interests of Debtor which at any time relate to, arise out of or in connection with the foregoing or which shall come into the possession or custody or under the control of the Secured Party or any of its agents, representatives, associates or correspondents, for any purpose; all additions thereto, substitutions therefor and replacements thereof, all interest, income, dividends, distributions and earnings thereon or other monies or revenues derived therefrom, including any such property received in connection with any disposition of the Franchise Agreement and all moneys which may become payable under any policy insuring the Collateral or otherwise required to be maintained under the Security Agreement (including return of unearned premium); and all products and proceeds of the foregoing. In addition to granting a security interest in the Collateral, Debtor has entered into a "negative pledge" pursuant to which, among other things, the Debtor has agreed not to transfer, grant any security interest in, or otherwise encumber or dispose of the Franchise Agreement or, except with the Secured Party's consent or as expressly permitted in its Pledge and Security Agreement, any of the Collateral.

PROPERTY

Location: Route 8, Box 256-E
Russellville, Alabama 35653

Record
Owner: Border Properties, Ltd.
500 Chase Park South #108
Birmingham, Alabama 32544

Legal
Description: See attached

TACALA, INC.

By: 

Name: Donald M. Ghareeb
Title: President

GREENWICH CAPITAL FINANCIAL
PRODUCTS, INC.

By: 

Name: Charan J. Chanana
Title: Vice President

RIDER A-2 TO FINANCING STATEMENT ON FORM UCC-1**DEBTOR**

Border Properties, LTD.
500 Chase Park South # 108
Birmingham, Alabama 35244

Tax Identification Number:

SECURED PARTY

Greenwich Capital Financial Products, Inc.
600 Steamboat Road
Greenwich, CT 06830
Attn: David R. Jones

COLLATERAL

All goods (including inventory and equipment), general intangibles, accounts, certificates of title, fixtures, money, instruments, securities, documents, chattel paper, deposits, credits, claims, demands and other personal property, now or hereafter owned, acquired held, used, sold or consumed in connection with the Debtor's business of owning and/or operating Taco Bell Corp. restaurant number 5207 and any other property, rights and interests of Debtor which at any time relate to, arise out of or in connection with the foregoing or which shall come into the possession or custody or under the control of the Secured Party or any of its agents, representatives, associates or correspondents, for any purpose; all additions thereto, substitutions therefor and replacements thereof, all interest, income, dividends, distributions and earnings thereon or other monies or revenues derived therefrom, including any such property received in connection with any disposition of the Franchise Agreement relating to the above-referenced restaurant and all moneys which may become payable under any policy insuring the Collateral or otherwise required to be maintained under the Security Agreement (including return of unearned premium); and all products and proceeds of the foregoing. In addition to granting a security interest in the Collateral, Debtor has entered into a "negative pledge" pursuant to which, among other things, the Debtor has agreed not to transfer, grant any security interest in, or otherwise encumber or dispose of the Franchise Agreement or, except with the Secured Party's consent or as expressly permitted in its Pledge and Security Agreement, any of the Collateral.

PROPERTY


Location: Route 8, Box 256-E
Russellville, Alabama 35653

Record
Owner: Border Properties, LTD.
500 Chase Park South #108
Birmingham, Alabama 32544

Legal
Description: See attached

BORDER PROPERTIES, LTD.

By: KAROLINA ROASTERS, INC.,
Its general partner

By: 
Name: Donald M. Ghareeb
Title: President

GREENWICH CAPITAL FINANCIAL PRODUCTS, INC.


By: 
Name: Charan J. Chanana
Title: Vice President

EXHIBIT "A"

That tract or lot of land lying in the County of Franklin, State of Alabama, known and described as follows, to-wit:

Begin at the Northeast corner of the S 1/2 of Section 20, Township 6 South, Range 11 West; thence South 87 degrees 00' West along the North boundary line of said S 1/2 a distance of 2829.76 feet to the East right-of-way line of U. S. Highway No. 43; thence South 03 degrees 25' West along said East right-of-way line a distance of 1228.55 feet to the point of beginning of the land herein described; thence South 85 degrees 40' East a distance of 200 feet; thence South 03 degrees 25' West a distance of 135 feet; thence North 85 degrees 40' West a distance of 200 feet to the East right-of-way line of said Highway No. 43; thence North 03 degrees 25' East along said East right-of-way line a distance of 135 feet to the point of beginning, lying and being situated in the South 1/2 of Section 20, Township 6 South, Range 11 West, Franklin County, Alabama.

RIDER A-1 TO FINANCING STATEMENT ON FORM UCC-1**DEBTOR**

Tacala, Inc.
500 Chase Park South #108
Birmingham, Alabama 35244

Tax Identification Number:

SECURED PARTY

Greenwich Capital Financial Products, Inc.
600 Steamboat Road
Greenwich, CT 06830
Attn: David R. Jones

COLLATERAL

All goods (including inventory and equipment), general intangibles (other than the Debtor's Franchise Agreement with Taco Bell Corp. and license thereunder), accounts, certificates of title, fixtures, money, instruments, securities, documents, chattel paper, deposits, credits, claims, demands and other personal property, now or hereafter owned, acquired held, used, sold or consumed in connection with the Debtor's business of operating Taco Bell Corp. restaurant number 15970 and any other property, rights and interests of Debtor which at any time relate to, arise out of or in connection with the foregoing or which shall come into the possession or custody or under the control of the Secured Party or any of its agents, representatives, associates or correspondents, for any purpose; all additions thereto, substitutions therefor and replacements thereof, all interest, income, dividends, distributions and earnings thereon or other monies or revenues derived therefrom, including any such property received in connection with any disposition of the Franchise Agreement and all moneys which may become payable under any policy insuring the Collateral or otherwise required to be maintained under the Security Agreement (including return of unearned premium); and all products and proceeds of the foregoing. In addition to granting a security interest in the Collateral, Debtor has entered into a "negative pledge" pursuant to which, among other things, the Debtor has agreed not to transfer, grant any security interest in, or otherwise encumber or dispose of the Franchise Agreement or, except with the Secured Party's consent or as expressly permitted in its Pledge and Security Agreement, any of the Collateral.

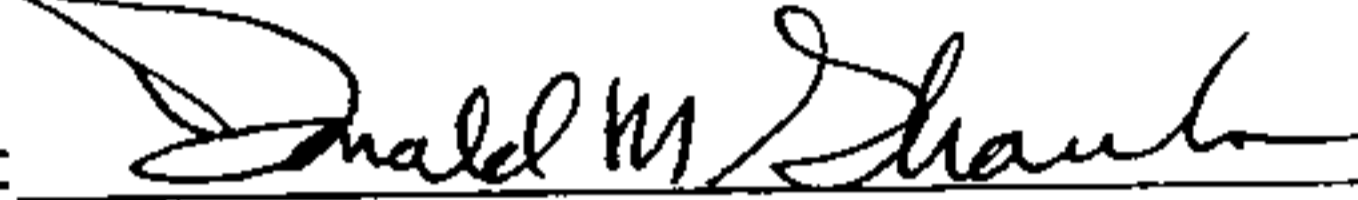
PROPERTY

Location: 39 Horse Creek Boulevard
Dora, Alabama 35062


Record
Owner: Border Properties, Ltd.
500 Chase Park South #108
Birmingham, Alabama 32544

Legal
Description: See attached

TACALA, INC.

By: 
Name: Donald M. Ghareeb
Title: President

GREENWICH CAPITAL FINANCIAL
PRODUCTS, INC.

By: 
Name: Charan J. Chanana
Title: Vice President

RIDER A-2 TO FINANCING STATEMENT ON FORM UCC-1**DEBTOR**

Border Properties, LTD.
500 Chase Park South #108
Birmingham, Alabama 35244

Tax Identification Number:

SECURED PARTY

Greenwich Capital Financial Products, Inc.
600 Steamboat Road
Greenwich, CT 06830
Attn: David R. Jones

COLLATERAL

All goods (including inventory and equipment), general intangibles, accounts, certificates of title, fixtures, money, instruments, securities, documents, chattel paper, deposits, credits, claims, demands and other personal property, now or hereafter owned, acquired held, used, sold or consumed in connection with the Debtor's business of owning and/or operating Taco Bell Corp. restaurant number 15970 and any other property, rights and interests of Debtor which at any time relate to, arise out of or in connection with the foregoing or which shall come into the possession or custody or under the control of the Secured Party or any of its agents, representatives, associates or correspondents, for any purpose; all additions thereto, substitutions therefor and replacements thereof, all interest, income, dividends, distributions and earnings thereon or other monies or revenues derived therefrom, including any such property received in connection with any disposition of the Franchise Agreement relating to the above-referenced restaurant and all moneys which may become payable under any policy insuring the Collateral or otherwise required to be maintained under the Security Agreement (including return of unearned premium); and all products and proceeds of the foregoing. In addition to granting a security interest in the Collateral, Debtor has entered into a "negative pledge" pursuant to which, among other things, the Debtor has agreed not to transfer, grant any security interest in, or otherwise encumber or dispose of the Franchise Agreement or, except with the Secured Party's consent or as expressly permitted in its Pledge and Security Agreement, any of the Collateral.

PROPERTY


Location: 39 Horse Creek Boulevard
Dora, Alabama 35062

Record
Owner: Border Properties, LTD.
500 Chase Park South #108
Birmingham, Alabama 32544

Legal
Description: See attached

BORDER PROPERTIES, LTD.

By: KAROLINA ROASTERS, INC.,
Its general partner

By: 
Name: Donald M. Ghareeb
Title: President

GREENWICH CAPITAL FINANCIAL
PRODUCTS, INC.


By: 
Name: Charan J. Chanana
Title: Vice President

EXHIBIT A

Beginning at the northeast corner of the NW 1/4 of NE 1/4 Section 9, Township 15 South, Range 5 West, Walker County, Alabama; thence South 87 degrees 15 minutes west 56.7 feet along the north line of said forty to the south line of the Old Sloss Road; thence south 42 degrees 53 minutes west 120.9 feet along said road; thence south 52 degrees 39 minutes west 385.2 feet along said road to the east right of way line of U.S. 78 Highway; thence South 61 degrees 59 minutes west 188.4 feet to a point in the west right of way line of U.S. 78 Highway, said point being the point of beginning of the tract of land to be described; thence south 39 degrees 18 minutes east 200.3 feet along the west right of way line of said Highway to the north right of way line of the Alabama Power Company transmission line; thence south 43 degrees 04 minutes west 151.30 feet along said right of way line; thence north 39 degrees 18 minutes west 223.40 feet parallel to U.S. 78 Highway, to the south line of the Old Sloss Road; thence north 51 degrees 36 minutes east 150.02 feet along the south line of the Old Sloss road to the point of beginning. The above tract of land is situated in the NW 1/4 of NE 1/4, Section 9, Township 15 South, Range 5 West, Walker County, Alabama.

LESS AND EXCEPT THE FOLLOWING:

Commencing at the Southeast corner of the NW 1/4 of NE 1/4 Section 9, Township 15 South, Range 5 West; thence northerly along east line of said NW 1/4 of NE 1/4 a distance of 69 feet, more or less, to the present southwest right of way line of U.S. Highway No. 78; thence northwesterly along said present southwest right of way line a distance of 1055 feet, more or less, to a point that is 150.64 feet southeasterly of the centerline of Project No. S-6408(104) and the point of beginning of the property herein to be conveyed; thence southeasterly along a straight line a distance of 138 feet, more or less, to a point that is 85 feet southeasterly of and at right angles to the centerline of said project at Station 145+52; thence south 31 degrees 06' West parallel to the centerline of said project a distance of 18 feet, more or less to southwest property line; thence northwesterly along said southwest property line, a distance of 47 feet, more or less, to the present southeast right of way line of a county road; thence northeasterly along said present southeast right of way a distance of 162 feet, more or less, to present southwest right of way line of U.S. Highway 78; thence southeasterly along said present southwest right of way line a distance of 51 feet, more or less, to point of beginning.

RIDER A-1
TO FINANCING STATEMENT ON FORM UCC-1

DEBTOR

Tacala, Inc.
500 Chase Park South #108
Birmingham, Alabama 35244

Tax Identification Number:

SECURED PARTY

Greenwich Capital Financial Products, Inc.
600 Steamboat Road
Greenwich, CT 06830
Attn: David R. Jones

COLLATERAL

All goods (including inventory and equipment),* general intangibles (other than the Debtor's Franchise Agreement with Taco Bell Corp. and license thereunder), accounts, certificates of title, fixtures, money, instruments, securities, documents, chattel paper, deposits, credits, claims, demands and other personal property, now or hereafter owned, acquired held, used, sold or consumed in connection with the Debtor's business of operating Taco Bell Corp. restaurant number 16079 and any other property, rights and interests of Debtor which at any time relate to, arise out of or in connection with the foregoing or which shall come into the possession or custody or under the control of the Secured Party or any of its agents, representatives, associates or correspondents, for any purpose; all additions thereto, substitutions therefor and replacements thereof, all interest, income, dividends, distributions and earnings thereon or other monies or revenues derived therefrom, including any such property received in connection with any disposition of the Franchise Agreement and all moneys which may become payable under any policy insuring the Collateral or otherwise required to be maintained under the Security Agreement (including return of unearned premium); and all products and proceeds of the foregoing. In addition to granting a security interest in the Collateral, Debtor has entered into a "negative pledge" pursuant to which, among other things, the Debtor has agreed not to transfer, grant any security interest in, or otherwise encumber or dispose of the Franchise Agreement or, except with the Secured Party's consent or as expressly permitted in its Pledge and Security Agreement, any of the Collateral.

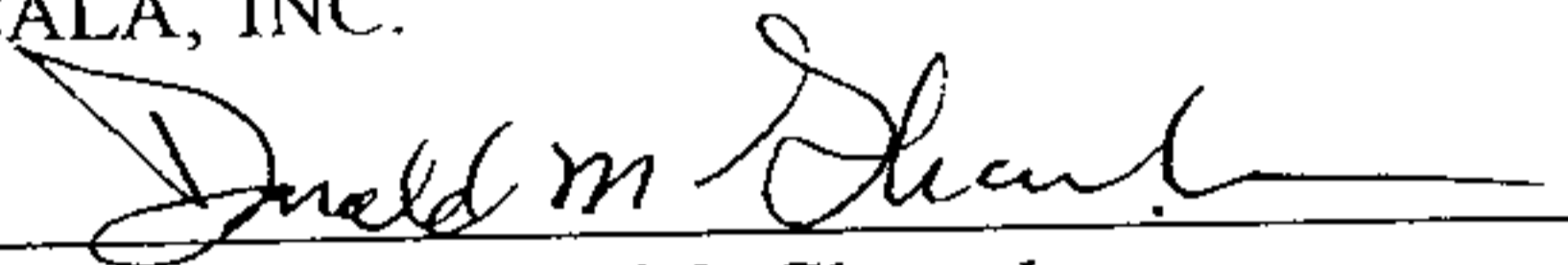
PROPERTY

Location: 260 Cane Creek Road
Warrior, Alabama 35180


Record
Owner: Border Properties, Ltd.
500 Chase Park South #108
Birmingham, Alabama 32544

Legal
Description: See attached

TACALA, INC.

By: 
Name: Donald M. Ghareeb
Title: President

GREENWICH CAPITAL FINANCIAL
PRODUCTS, INC.

By: 
Name: Charan J. Chanana
Title: Vice President

RIDER A-2
TO FINANCING STATEMENT ON FORM UCC-1

DEBTOR

Border Properties, LTD.
500 Chase Park South #108
Birmingham, Alabama 35244

Tax Identification Number:

SECURED PARTY

Greenwich Capital Financial Products, Inc.
600 Steamboat Road
Greenwich, CT 06830
Attn: David R. Jones

COLLATERAL

All goods (including inventory and equipment), general intangibles, accounts, certificates of title, fixtures, money, instruments, securities, documents, chattel paper, deposits, credits, claims, demands and other personal property, now or hereafter owned, acquired held, used, sold or consumed in connection with the Debtor's business of owing and/or operating Taco Bell Corp. restaurant number 16079 and any other property, rights and interests of Debtor which at any time relate to, arise out of or in connection with the foregoing or which shall come into the possession or custody or under the control of the Secured Party or any of its agents, representatives, associates or correspondents, for any purpose; all additions thereto, substitutions therefor and replacements thereof, all interest, income, dividends, distributions and earnings thereon or other monies or revenues derived therefrom, including any such property received in connection with any disposition of the Franchise Agreement relating to the above-referenced restaurant and all moneys which may become payable under any policy insuring the Collateral or otherwise required to be maintained under the Security Agreement (including return of unearned premium); and all products and proceeds of the foregoing. In addition to granting a security interest in the Collateral, Debtor has entered into a "negative pledge" pursuant to which, among other things, the Debtor has agreed not to transfer, grant any security interest in, or otherwise encumber or dispose of the Franchise Agreement or, except with the Secured Party's consent or as expressly permitted in its Pledge and Security Agreement, any of the Collateral.

PROPERTY


Location: 260 Cane Creek Road
Warrior, Alabama 35180

Record
Owner: Border Properties, LTD.
500 Chase Park South #108
Birmingham, Alabama 32544

Legal
Description: See attached

BORDER PROPERTIES, LTD.

By: KAROLINA ROASTERS, INC.,
Its general partner

By: 
Name: Donald M. Ghareeb
Title: President

**GREENWICH CAPITAL FINANCIAL
PRODUCTS, INC.**


By: 
Name: Charan J. Chanana
Title: Vice President

Exhibit A

A parcel of land situated in the Northwest 1/4 of the Northeast 1/4 of Section 23, Township 14 South, Range 3 West, in Jefferson County, Alabama, more particularly described as follows: Commence at the Southwest corner of the Northwest 1/4 of the Northeast 1/4 of Section 23, Township 14 South, Range 3 West, and run East along the South line of said Quarter-Quarter Section for 747.45 feet; thence turn 92°06'14" left and run northerly for 394.42 feet to the point of beginning; thence continue along the last described course for 175.0 feet to the southerly right of way of the Warrior Jasper Road, said point being on a curve to the left having a radius of 3377.75 feet and a central angle of 2°20'06"; thence turn 77°35'20" left, tangent to curve and run westerly along the arc of said curve for 137.65 feet; thence turn 100°04'33" left, tangent to said curve and run southerly for 201.85 feet; thence turn 90°00' left and run easterly for 135.0 feet to the point of beginning.

Inst # 1995-25541

09/14/1995-25541
08:09 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
026 MCD 41.00