

FIRST AMENDMENT TO SECURED PROMISSORY NOTE

THIS FIRST AMENDMENT TO SECURED PROMISSORY NOTE ("First Amendment") is made as of 26 day of December, 1996 by and between FRANCHISE MORTGAGE ACCEPTANCE COMPANY LLC, a California limited liability company, with an address at 600 Steamboat Road, Greenwich, Connecticut 06830 ("Secured Party") and TACALA, INC., an Alabama corporation, with an address at 500 Chase Park South, Suite 130, Birmingham, Alabama, 35244 ("Borrower").

WITNESSETH:

WHEREAS, as of November 17, 1995, the Secured Party and Borrower executed and entered into that certain Pledge and Security Agreement (the "Pledge Agreement"); and

WHEREAS, in connection with the execution and delivery of the Pledge Agreement, Borrower executed and delivered the Secured Promissory Note (the "Note") dated as of November 17, 1995 in the original principal amount of NINE HUNDRED THIRTY THOUSAND DOLLARS and 00/100 (\$930,000.00), together with the other Loan Documents (as defined in the Pledge Agreement); and

WHEREAS, as of the date hereof, Secured Party and Borrower desire to extend the Maturity Date of the Note, all as more particularly set forth herein.

NOW THEREFORE, for good and valuable consideration and intending to be legally bound hereby, Secured Party and Borrower do hereby covenant and agree as follows:

1. All capitalized terms used herein and not otherwise defined herein shall have the same meaning as set forth in the Pledge Agreement.
2. The term "Maturity Date" as set forth in the Note shall be deleted and shall hereafter mean December 1, 2010.
3. All references in any of the Loan Documents to the Note shall be deemed to refer to the Note as amended by this First Amendment.
4. Except as specifically amended by this First Amendment, all terms and conditions of the Note remain unamended and in full force and effect.

02/11/1997-04503
12:02 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 NCD 13.00

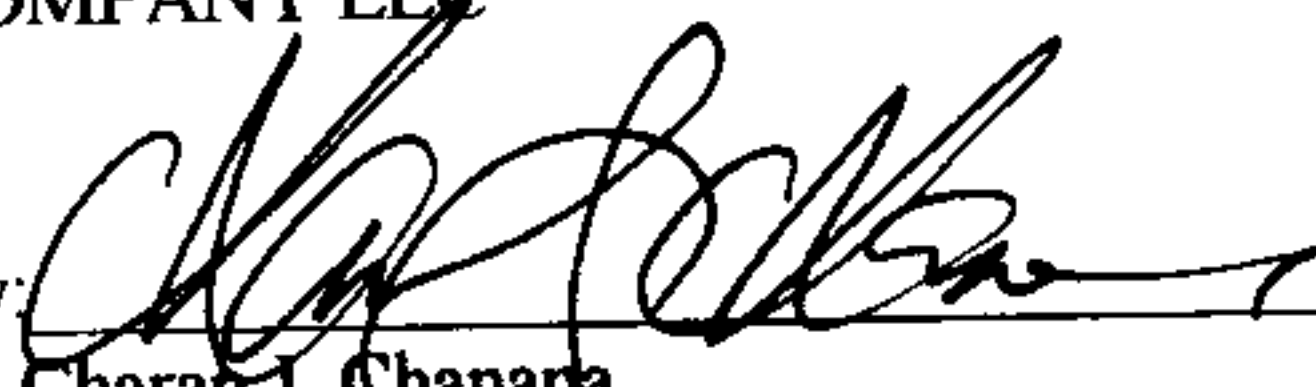
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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Promissory Note as of the day and year first written above.


SECURED PARTY:

FRANCHISE MORTGAGE ACCEPTANCE
COMPANY LLC

By: 
Charan J. Chanana
Vice President

BORROWER:

TACALA, INC.

By: 
Name: Richard D. Reep
Title: CEO

Inst # 1997-04503

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