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

The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n)	<u>.</u>	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.						
1. Return copy or recorded original to:		THIS S Date, T	THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office					
Please Return to:	NCE COMPANY							
Intercounty Clearance Corporation 440 Ninth Avenue New York, NY 10001-1686	-				·	3821 IFIED ROBATE		
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Tacala, LLC d/b/a/Taco Bell Store No. 4268 Cakeba Beights Court Birmingham, AL 35243					2000-03	A A CERT		
500045001	•				#	_ C		
Social Security/Tax ID # 2A. Name and Address of Debtor (IF ANY)	(Last Name First if a Person	n)			H T M T	10°5		
		FRED	WTH: Shelby		<u></u> .	<u> </u>		
Social Security The ID S	<u>. </u>							
1 NAME AND ADDRESS OF SECURED PARTY (Last Name F	irst If a Parson)	4. AS	SIGNEE OF SECURED PA	RTY (IF ANY)	(Last Name I	First if a Person)		
Franchise Mortgage Accepta Three American Lane Greenwich, CT 06831	nce Company							
Social Security/Tax iD #	<u> </u>							
Additional secured parties on attached 10000			.		·			
5. The Financing Statement Covers the Following Types for None See RIDER & attached heret	o for collater	al desc	ription					
All due mortgage to	ux has been	poid	•		SA. Enter Code(s) Fr Back of Form Th			
			•	0781-CF	Best Describes 1 Colleteral Covers	ine .		
·			A	=SHELBY C-853983	By This Filling: 3 0 0 8 0 0	<u>6</u>		
	•			A76942				
								
Check X if covered: Products of Collegest are sine course. 6. This statement is filled without the debter's signature to parts	ct a security interest in collateral	7. Com The i	piete only when filing with t	he Judge of Probate: by this financing statement is	.990.000.0	0		
(check X,If,so) already subject to a security interest in another jurisdiction w aready subject to a security interest in another jurisdiction w	hen it was brought into this state.	Mort	page tax due (15¢ per \$100.	(00 or fraction merecil) &				
to this state. Unwhich is proceeds of the original collateral described above it		i	8. This financing statement covers timber to be cut, crops, or fotures and it to be cross indeed in the real estate mortgage records (Describe real estate and if debtor does not have an interest of record, size name of record covers in Box 5)					
perfected. acquired after a change of name, identity or corporate struct		<u>'</u>	Signature(s) of Secured Party(lee) (Required only if filled without debtor's Signature see Box 6)					
as to which the filing has lepsed. Tacala, LLC	.	Fra		gage Acceptan		•		
By: Tacala, Inc., its mana	ger		· - · - · · ·	-				
Ву:			Sinneturals) of Same	red Party(ies) or Assignee	···			
South Tid Will Ghanceb, Pres			Official markets to second			ne FORM UCC-1		

ATTACHMENT TO UCC-1 FINANCING STATEMENT

SECURED PARTY:

Franchise Mortgage Acceptance Company

By: Juna M

Name: Liana Morris
Title: Loan Closer

RIDER A TO FINANCING STATEMENT ON FORM UCC-1

DEBTOR:

Tacala, LLC d/b/a Taco Bell Store No. TBD 4268 Cahaba Heights Court Birmingham, AL 35243

Tax Identification Number:

SECURED PARTY:

Franchise Mortgage Acceptance Company Three American Lane Greenwich, Connecticut 06831 Attn: Chief Operating Officer

FRANCHISE INFORMATION:

Franchisor:

Taco Bell Corp.

Franchise Concept:

Taco Bell

Franchise Store Number:

TBD

Franchise Store Address:

79 Winthrop Ave.

Lawrence, MA 01843

Legal Description:

See Attached Exhibit A

Record Owner:

Tacala North, Inc.

COLLATERAL:

All goods (including inventory and equipment), general intangibles (other than the Debtor's Franchise Agreement with Franchisor for the Franchise Store Number (the "Franchise Agreement") and license thereunder, if prohibited by Franchisor), 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 the Franchise Concept at the

Franchise Store Address 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 Pledge and Security Agreement entered into by and between Debtor and Secured Party (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, 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 the Security Agreement, any of the Collateral.

BORROWER:

TACALA, LLC

By: Tacala, Inc., its manager Name: Donald M. Ghareeb

President Title:

SECURED PARTY:

FRANCHISE MORTGAGE ACCEPTANCE COMPANY, a Delaware corporation

By:		 	 	
Name:	-			
Title:				

Franchise Store Address 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 Pledge and Security Agreement entered into by and between Debtor and Secured Party (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, 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 the Security Agreement, any of the Collateral.

BORROWER:

TACALA, LLC

By: Tacala, Inc., its manage

Name: Donald M. Ghareeb

Title: President

SECURED PARTY:

FRANCHISE MORTGAGE ACCEPTANCE COMPANY, 2 Delaware corporation

By:____ Name:

Name:

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Parcel One: A certain parcel of land situate in said Lawrence at the corner of Winthrop and Durso Avenues, bounded and described as follows:

Northwesterly by Durso Avenue one hundred (100) feet; Northwesterly by Durso Avenue one hundred sixty-five (165) feet; Southwesterly by other land of the grantor one hundred (100) feet; and Southeasterly by other land of the grantor one hundred sixty five (165) feet. Said parcel containing sixteen thousand five hundred (16,500) square feet of land. Being the same premises described in Lot "B" shown on Subdivision Plan of Land located in Lawrence, Mass., owned by Evangelos Peros, dated December, 1964, Charles E. Cyr, Civil Engineer, Lawrence, Mass. Recorded with Essex North District Registry of Deeds at Book 1038, Page 495, Plan 5301.

Parcel 2: Parcel W-2 on a plan recorded with said Deeds as Plan No. 8144 and emittled "Plan of Land (A Division of Land plan) in Lawrence, Massachusetts, Scale: 1" = 20 ft., dated June 20, 1979," prepared by John Callahan Associates of Andover, Massachusetts, said parcel being located on the southwesterly side of Winthrop Avenue, in said Lawrence, and being more particularly described as follows:

Beginning at the northwesterly most corner of said parcel at a P.K. nail set in pavement, said corner being a point in the southwesterly right of way of Winthrop Avenue and being south 43° 11' 23" east, a distance of 100 00 feet from its intersection with the southeasterly right of way of Durso Avenue (a public way):

Thence along said southwesterly right of way of Winthrop Avenue 5outh 43° 11' 23" cast, a distance of 25.00 feet to a point;

Thence, south 46°48' 37" west, a distance of 165.00 feet to a point;

Thence, north 43° 11' 23" west, a distance of 25.00 feet to a point;

Thence north 46° 48' 37" east, a distance of 165.00 feet to the point of beginning.

The above described parcel contains 4,125 square feet, more or less.

Inst # 2000-03821

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02/07/2000-0382i
10:49 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 CJi 20.00