

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

<input type="checkbox"/> The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n)		No. of Additional Sheets Presented: <b>5</b>	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.																																																	
1. Return copy or recorded original to:  <b>Please Return to: ANGE COMPANY</b>  Interagency Clearance Corporation 440 Ninth Avenue New York, NY 10001-1686			<div style="text-align: center;">THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number &amp; Filing Office</div> <div style="text-align: center; font-size: 2em; transform: rotate(-90deg);">Inst # 2000-03822</div> <div style="text-align: center; font-size: 2em; transform: rotate(-90deg);">02/07/2000-03822</div> <div style="text-align: center; font-size: 2em; transform: rotate(-90deg);">10:51 AM CERTIFIED</div> <div style="text-align: center; font-size: 2em; transform: rotate(-90deg);">SHELBY COUNTY JUDGE OF PROBATE</div> <div style="text-align: center; font-size: 2em; transform: rotate(-90deg);">20.00</div> <div style="text-align: center; font-size: 2em; transform: rotate(-90deg);">006 C31</div>																																																	
2. Name and Address of Debtor (Last Name First if a Person)  <b>Border Properties, Ltd.</b> <b>d/b/a/Fado Bell Store No.</b> <b>4268 Cahaba Heights Court</b> <b>Birmingham, AL 35243</b>  <b>500045001</b>																																																				
Social Security/Tax ID # [REDACTED]																																																				
2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person)																																																				
Social Security/Tax ID #			FILED WITH: <b>shelby</b>																																																	
<input type="checkbox"/> Additional debtors on attached <b>EXCE</b>																																																				
3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)  <b>Franchise Mortgage Acceptance Company</b> <b>Three American Lane</b> <b>Greenwich, CT 06831</b>  Social Security/Tax ID #			4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)																																																	
<input type="checkbox"/> Additional secured parties on attached <b>EXCE</b>																																																				
5. The Financing Statement Covers the Following Types (or Items) of Property: <b>See RIDER A'attached hereto for collateral description</b>  <b>All due mortgage tax has been paid.</b>																																																				
<div style="float: right;">5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing: <table style="margin-left: auto; margin-right: 0;"><tr><td><u>3</u></td><td><u>0</u></td><td><u>0</u></td><td><u>6</u></td><td><u>0</u></td><td><u>0</u></td></tr><tr><td><u>8</u></td><td><u>0</u></td><td><u>0</u></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr></table></div> <div style="clear: both;"></div> <div style="text-align: center; font-size: 1.5em; margin-top: 20px;"><b>10781-CF</b> <b>AL=SHELBY</b> <b>C-853984</b> <b>A76942</b></div>					<u>3</u>	<u>0</u>	<u>0</u>	<u>6</u>	<u>0</u>	<u>0</u>	<u>8</u>	<u>0</u>	<u>0</u>																																							
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<u>8</u>	<u>0</u>	<u>0</u>																																																		
Check X if covered: <input checked="" type="checkbox"/> Products of Collateral are also covered.			7. Complete only when filing with the Judge of Probate: The initial indebtedness secured by this financing statement is <b>\$990,000.00</b> Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$																																																	
6. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> already subject to a security interest in another jurisdiction when debtor's location changed to this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest is perfected. <input type="checkbox"/> acquired after a change of name, identity or corporate structure of debtor <input type="checkbox"/> as to which the filing has lapsed.			8. <input type="checkbox"/> 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)																																																	
By: <b>Border Properties, Ltd.</b> <b>By: Karolina Roasters, Inc.</b> <b>its general partner</b>  <b>Donald M. Ghareeb, President</b>			Signature(s) of Secured Party(ies) (Required only if filed without debtor's Signature - see Box 6)  <b>Franchise Mortgage Acceptance Company</b>  Signature(s) of Secured Party(ies) or Assignee																																																	

# ATTACHMENT TO UCC-1 FINANCING STATEMENT

## SECURED PARTY:

Franchise Mortgage Acceptance Company

By: Liana Morris

Name: Liana Morris

Title: Loan Closer

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

### **DEBTOR:**

Border Properties, Ltd.  
d/b/a Taco Bell Store No. TBD  
4268 Cahaba Heights Court  
Birmingham, AL 35243

Tax Identification Number: [REDACTED]

### **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:**

**BORDER PROPERTIES, LTD.**

By: Karolina Roasters, Inc.  
its general partner

By:   
Name: Donald M. Ghareeb  
Title: President

**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:**

**BORDER PROPERTIES, LTD.**

By: Karolina Roasters, Inc.  
its general partner

By:   
Name: Donald M. Ghareeb  
Title: President

**SECURED PARTY:**

**FRANCHISE MORTGAGE ACCEPTANCE  
COMPANY, a Delaware corporation**

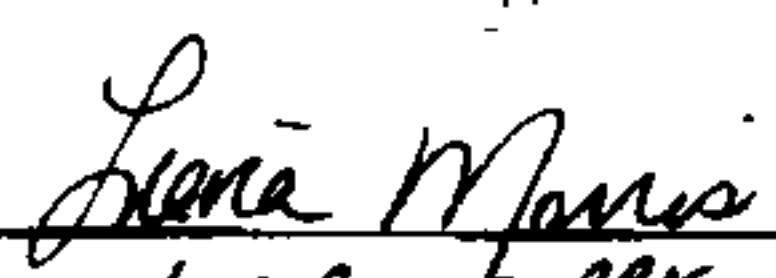
By:   
Name: LIANA MORRIS  
Title: LOAN CLOSER



EXHIBIT "A"

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

Northeasterly by Winthrop 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 entitled "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  $43^{\circ} 11' 23''$  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 south  $43^{\circ} 11' 23''$  east, a distance of 25.00 feet to a point;

Thence, south  $46^{\circ} 48' 37''$  west, a distance of 165.00 feet to a point;

Thence, north  $43^{\circ} 11' 23''$  west, a distance of 25.00 feet to a point;

Thence north  $46^{\circ} 48' 37''$  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 # 2000-03822

02/07/2000-03822  
10:51 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
006 CJ1 20.00