

**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:	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.	
1. Return copy or recorded original to: Bay View Franchise Mortgage Acceptance Company Three American Lane Greenwich, CT 06831			THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office	
Pre-paid Acct. #			<div>Inst # 2000-12114</div> <div>04/12/2000-12114</div> <div>12:28 PM CERTIFIED</div> <div>CLERK COUNTY JUDGE OF PROBATE</div>	
2. Name and Address of Debtor (Last Name First if a Person) Tacala, Inc. d/b/a Taco Bell Store No. 020370 4268 Cahaba Heights Court Birmingham, AL 35243				
Social Security/Tax ID #				
2A Name and Address of Debtor (IF ANY) (Last Name First if a Person)				
Social Security/Tax ID #			FILED WITH: Shelby	
<input type="checkbox"/> Additional debtors on attached K002E				
3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person) Bay View Franchise Mortgage Acceptance Company Three American Lane Greenwich, CT 06831			4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)	
Social Security/Tax ID #				
<input type="checkbox"/> Additional secured parties on attached K002E				
5. The Financing Statement Covers the Following Types (or items) of Property: See RIDER A attached hereto for collateral description				
5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing: <div>3000008000</div>				
Check X if covered: <input type="checkbox"/> 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) <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.			7. Complete 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) \$	
Signature(s) of Debtor(s) Donald M. Ghareeb, President			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) Signature(s) of Secured Party(ies) (Required only if filed without debtor's Signature - see Box 8) Bay View Franchise Mortgage Acceptance Company	
Signature(s) of Secured Party(ies) or Assignee				

ATTACHMENT TO UCC-1 FINANCING STATEMENT

SECURED PARTY:

Bay View Franchise Mortgage Acceptance Company

By: Liana Morris

Name: Liana Morris

Title: Loan Closer

RIDER A TO FINANCING STATEMENT ON FORM UCC-1

DEBTOR:

Tacala, Inc.
d/b/a Taco Bell Store No. 020370
4268 Cahaba Heights Court
Birmingham, AL 35243

Tax Identification Number: [REDACTED]

SECURED PARTY:

Bay View 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: 020370

Franchise Store Address: 829 Russell Parkway
Warner Robins, GA 31088

Legal Description: See Attached Exhibit A

Record Owner: Border Properties, Ltd.

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, INC.

By: 

Name: Donald M. Ghareeb

Title: President

SECURED PARTY:

**BAY VIEW FRANCHISE MORTGAGE
ACCEPTANCE COMPANY, a California
corporation**

By: _____

Name:

Title:

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, INC.

By: _____

Name: Donald M. Ghareeb

Title: President

SECURED PARTY:

**BAY VIEW FRANCHISE MORTGAGE
ACCEPTANCE COMPANY,** a California
corporation

By: Deirdre D.W. Smith

Name: DEIRDRE D.W. SMITH

Title: LOAN CLOSER

EXHIBIT "A"

All that tract or parcel of land situate, lying and being in Land Lot 170 of the Fifth Land District of Houston County, Georgia, and being designated as Parcel 1-A-2, according to that certain Survey for "C. E. Harris Jewelers Profit Sharing Plan" prepared by Story & Company, Inc., certified by Robert L. Story, Georgia Registered Land Surveyor No. 1853, dated March 23, 1993, a copy of which is of record in Map Book 45, Page 44, Clerk's Office, Houston Superior Court. Said plat and the recorded copy thereof are hereby made a part of this description and is more particularly described as follows:

Beginning at a point, being the true beginning point, at the intersection of the southerly right-of-way of Richard B. Russell Parkway with the easterly right-of-way of Park Avenue: thence south $89^{\circ} 41' 30''$ east along the southerly right-of-way of Richard B. Russell Parkway for 165.00 feet to a point: thence south $00^{\circ} 12' 49''$ west for 180.00 feet to a point; thence north $89^{\circ} 41' 30''$ west for 165.00 feet to a point on the easterly right-of-way of Park Avenue; thence north $00^{\circ} 12' 49''$ east along the easterly right-of-way of Park Avenue for 180.00 feet to a point being the true point of beginning.

Said property is bounded on the west by Park Avenue, on the north by Richard B. Russell Parkway, on the east by Mrs. Winter's Chicken & Biscuit, and on the south by Parcel 1-A-1.

Inst # 2000-12114

04/12/2000-12114
12:28 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

006 MMS

21.00