

Cross Reference at:

Deed Book 1997, Page 20808
Shelby County, Alabama

Document # 009682, MIS 2004, 01630
Delaware County, Indiana

Document # 200408704
Madison County, Indiana

Document # 0403045
Shelby County, Indiana

Deed Book 20040408, Page 0046603
Kent County, Michigan

Document # 2000404060074906
Franklin County, Ohio

**THIS DOCUMENT IS ONE OF SIX
DUPLICATE COUNTERPARTS,
EACH OF WHICH WILL BE FILED
IN THE ABOVE LISTED
JURISDICTIONS**

Prepared by and return to:
Sherry D. Olson, P.C.
2515 Kings Way
Cumming, GA 30040
Phone: 770 205 8858 Ext. 102

**FIRST AMENDMENT TO
COLLATERAL ASSIGNMENT OF LESSEE'S INTEREST IN LEASE
(Leasehold Units: 111, 1169, 5567, 6524, 6719, 6775 and 6807)**

This First Amendment to Collateral Assignment of Lessee's Interest in Leases (herein "Amendment") is made as of this 8th day of March, 2005, by RTM Alabama, Inc., RTM Indianapolis, Inc., RTM Acquisition Company, L.L.C. and RTM Mid-America, Inc. (hereinafter collectively referred to as "Assignor") and BANK OF AMERICA, N.A., a national banking association organized and existing under the laws of the United States of America (hereinafter referred to as "Assignee").

W I T N E S S E T H:

WHEREAS, on March 31, 2004, Borrower entered into that certain Collateral Assignment of Lessee's Interest in Lease in favor of Lender (the "AOL"), recorded at the following recording offices:

1.	Deed Book 1997, Page 20808 Shelby County, Alabama
----	--

2.	Document # 009682, MIS 2004, 01630 Delaware County, Indiana
3.	Document # 200408704 Madison County, Indiana
4.	Document # 0403045 Shelby County, Indiana
5.	Deed Book 20040408, Page 0046603 Kent County, Michigan
6.	Document # 2000404060074906 Franklin County, Ohio

relating to a loan from Lender to Borrower as evidenced by that certain Promissory Note dated June 30, 1997, as amended from time to time, with the last amendment evidenced by that certain Note Modification Agreement dated of even date herewith, increasing the principal amount to \$13,200,000.00 (the "Loan");

WHEREAS, of even date herewith, Lender and Borrower have amended the Loan and to evidence such modification, Borrower has executed and delivered to Lender that certain Note Modification Agreement of even date herewith amending the final payment to December 15, 2005 and increasing the principal amount to \$25,000,000.00.

WHEREAS, Borrower and Lender desire to amend the AOL to reflect the modification of the Loan as hereinafter set forth.

NOW, THEREFORE, for and in consideration of this First Amendment to Collateral Assignment of Lessee's Interest in Leases, and other good and valuable consideration, the parties hereto agree as follows:

1. **Recitals.** Borrower and Lender hereby approve the foregoing recitations and agree that said recitations are true and correct in all respects.

2. **Definitions.** As defined in and used throughout the AOL, "Note" shall collectively mean and is hereby modified to mean that certain Promissory Note dated June 30, 1997, given by Borrower to Lender, as amended from time to time, with the last amendment evidenced by that certain Note Modification Agreement dated of even date herewith, increasing the principal amount to \$25,000,000.00 amending the final payment to December 15, 2005.

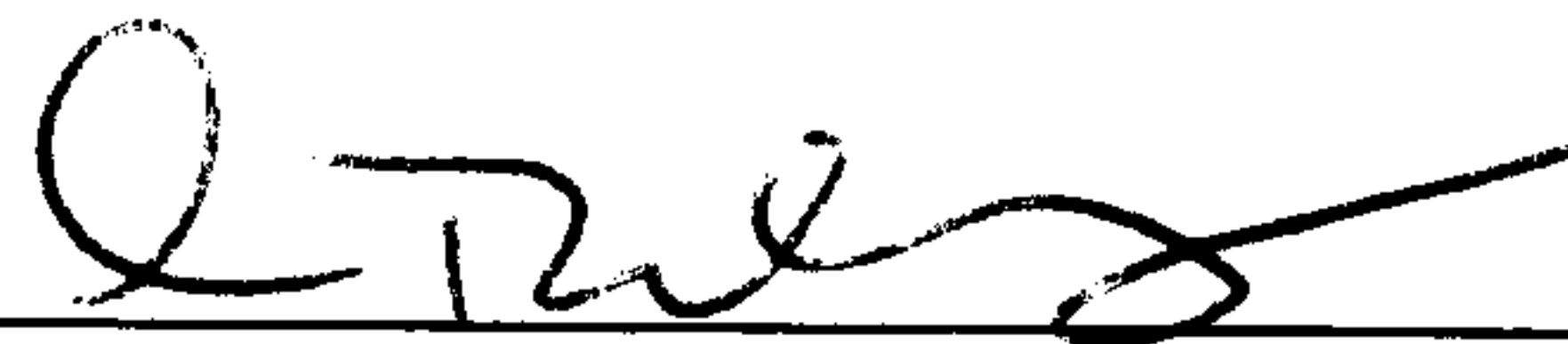
3. **General.** Except as specifically modified herein, all other terms and conditions of the AOL shall remain unchanged and in full force and effect.


IN WITNESS WHEREOF, the parties have signed and sealed this Amendment on
the day and year first above-written.

ASSIGNOR:

RTM Alabama, Inc.
RTM Indianapolis, Inc.
RTM Mid-America, Inc.
RTM Acquisition Company, L.L.C.

(each of the officers below having the same
title in each corporation or manager of each
limited liability company listed above)

By: 
Daniel T. Collins, Senior Vice President of
Finance

By: 
Robert S. Stallings, Assistant Secretary

[CORPORATE SEAL]

SIGNATURES CONTINUED ON NEXT PAGE

20050309000107550 4/9 \$37.00
Shelby Cnty Judge of Probate, AL
03/09/2005 11:59:36AM FILED/CERT

LENDER:

Bank of America, N.A.

By:


Tim Loyd, Senior Vice President

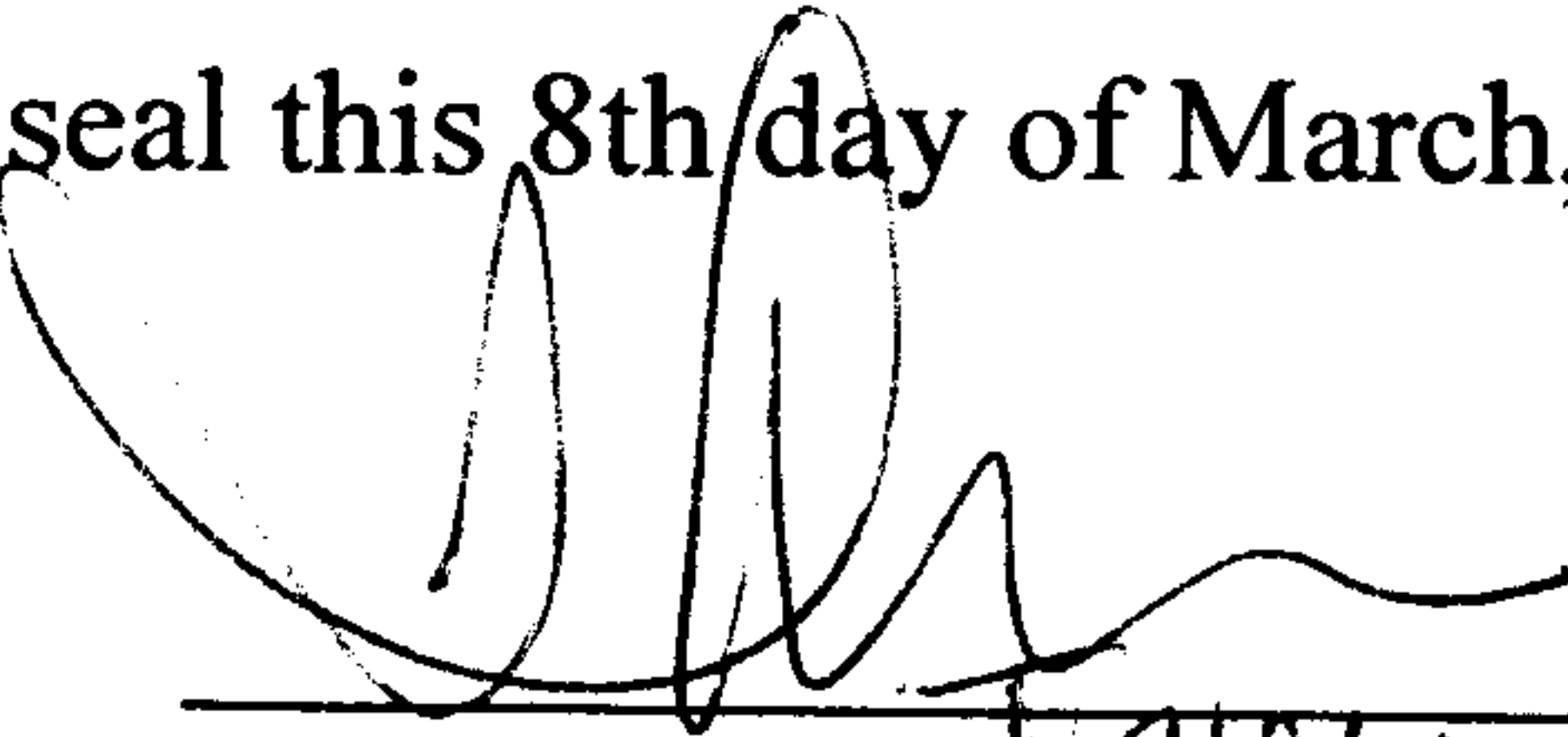
[CORPORATE SEAL]

Alabama

STATE OF GEORGIA)
) SS
COUNTY OF FULTON)

I the undersigned, a Notary Public in and for said County is said State, hereby certify that Daniel T. Collins and Robert S. Stallings, whose names as Senior Vice President of Finance and Assistant Secretary of **RTM Alabama, Inc.**, an Alabama corporation, is signed to the foregoing First Amendment to Collateral Assignment of Lessee's Interest in Leases and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 8th day of March, 2005.


(Print Name Tracey C. Fraser)
NOTARY PUBLIC
State of Georgia
Commission No. _____
My Commission Expires: 10/29/06

[NOTARIAL SEAL]



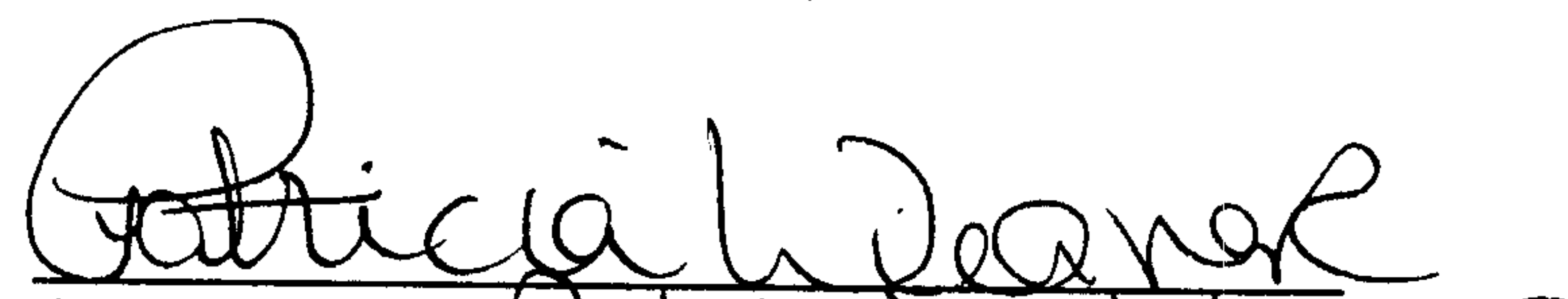
20050309000107550 6/9 \$37.00
Shelby Cnty Judge of Probate, AL
03/09/2005 11:59:36AM FILED/CERT

Alabama

STATE OF GEORGIA)
)
COUNTY OF FULTON) SS

I the undersigned, a Notary Public in and for said County is said State, hereby certify that Tim Loyd as Senior Vice President of Bank of America, N.A., is signed to the foregoing First Amendment to Collateral Assignment of Lessee's Interest in Leases and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 8th day of March, 2005.


(Print Name Patricia H. Deane)
NOTARY PUBLIC
State of Georgia
Commission No. _____
My Commission Expires: 7-1-06

[NOTARIAL SEAL]

Indiana

20050309000107550 7/9 \$37.00
Shelby Cnty Judge of Probate, AL
03/09/2005 11:59:36AM FILED/CERT

STATE OF GEORGIA
COUNTY OF FULTON

Before me, Notary Public in and for the State of Georgia and a resident of
Fulton County, Georgia, personally appeared, Daniel T. Collins and Robert
S. Stallings, Senior Vice President of Finance and Assistant Secretary, respectively, of
RTM Indianapolis, Inc., who, being first duly sworn, acknowledged execution of the
foregoing First Amendment to Collateral Assignment of Lessee's Interest in Leases on
behalf of said corporation.

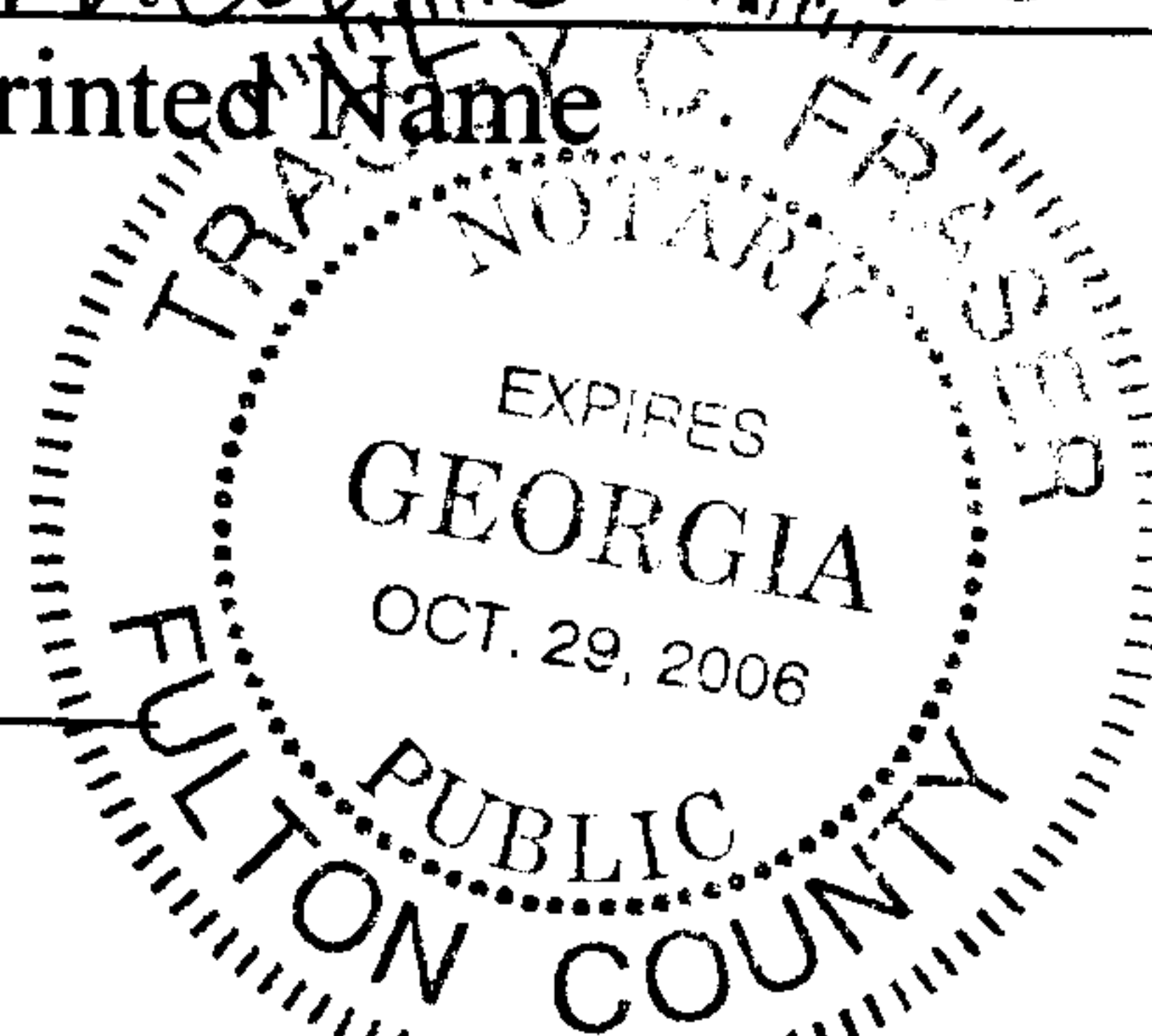
Witness my hand and Notarial Seal this 8th day of March, 2005.

Signature

Tracey C. Fraser, Notary Public
Printed Name

My Commission expires:

10/29/06



This instrument was prepared by Sherry D. Olson, Attorney at Law.

Return to:

SHERRY D. OLSON, P.C.

2515 Kings Way

Cumming, GA 30040

(770) 205-8858 Telephone

(770) 205-4954 Facsimile

sdopc@mindspring.com E-Mail

Michigan

STATE OF GEORGIA)
) ss.
COUNTY OF FULTON)

On this 8th day of March, 2005, before me, Notary Public in and for the State of Georgia, personally appeared, Daniel T. Collins and Robert S. Stallings, who, being first duly sworn, did say that they are the Senior Vice President of Finance and Assistant Secretary, respectively, of **RTM Mid-America, Inc.**, and which executed the First Amendment to Collateral Assignment of Lessee's Interest in Leases, and that said instrument was signed in behalf of said Corporation, and that said instrument and execution thereof is the free act and deed of them individually, and as such, the free act and deed of said Corporation.

In Testimony Whereof, I have hereunto set my hand and seal at Fulton County, Georgia, this 8th day of March, 2005.



Signature

Tracey C. Fraser, Notary Public
Printed Name

My Commission expires:

10/29/06



20050309000107550 9/9 \$37.00
Shelby Cnty Judge of Probate, AL
03/09/2005 11:59:36AM FILED/CERT

Ohio

STATE OF GEORGIA)
) ss.
COUNTY OF FULTON)

On this 8th day of March, 2005, before me, Notary Public in and for the State of Georgia, personally appeared, Daniel T. Collins and Robert S. Stallings, who, being first duly sworn, did say that they are the Senior Vice President of Finance and Assistant Secretary, respectively, of **RTM Acquisition Company, L.L.C.**, and which executed the First Amendment to Collateral Assignment of Lessee's Interest in Leases, and that said instrument was signed in behalf of said limited liability company, and that said instrument and execution thereof is the free act and deed of them individually, and as such, the free act and deed of said limited liability company.

In Testimony Whereof, I have hereunto set my hand and seal at Fulton County, Georgia, this 8th day of March, 2005.



Signature

Tracey C. Fraser, Notary Public
Printed Name

My Commission expires:

10/29/06

