

Loan No. 93-0903133

STATE OF ALABAMA

COUNTY OF SHELBY

This instrument was prepared by:

Brigitte Gawenda Kimichik, Esq.
Andrews Kurth LLP
1717 Main Street, Suite 3700
Dallas, Texas 75201


20050901000453320 1/11 \$41.00
Shelby Cnty Judge of Probate, AL
09/01/2005 03:20:17PM FILED/CERT

Recording requested by
and when recorded return to:

WELLS FARGO BANK, N.A.
Commercial Mortgage Origination
5938 Priestly Drive, Suite 200
Carlsbad, California 92008

Attention: CMO Loan Admin.
Loan No.: 93-0903133
Unit No.: 22749
MERS MIN #: 8000101-0000001633-6

ADDENDUM TO LEASE

Dated as of August 16th, 2005

from
LDVF1H TACO LLC, a Delaware limited liability company,
as Landlord
to
TACALA, LLC, a Delaware limited liability company,
as Tenant

ADDENDUM TO LEASE
ALABAMA/UNIT NO. 22749
Wells Fargo/LDVF1H TACO LLC/Taco Bell
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ADDENDUM TO LEASE

THIS ADDENDUM TO LEASE (this "Addendum"), is made and entered into as of August 16th 2005 by and between LDVF1H TACO LLC, a Delaware limited liability company ("Landlord"), and TACALA, LLC, a Delaware limited liability company ("Tenant").

WHEREAS, Landlord and Tenant entered into a Master Land and Building Lease dated August 16th 2005 (the "Lease") pertaining to the real property and improvements thereon, located at the addresses more particularly described on Exhibit A attached hereto (the properties located in Alabama herein collectively called "AL Properties," the non Alabama properties herein collectively called "Non AL Properties," and the AL Properties and Non AL Properties herein collectively called, the "Properties", and individually herein called, a "Property") allowing for operation of Taco Bell restaurants at each such locations; and

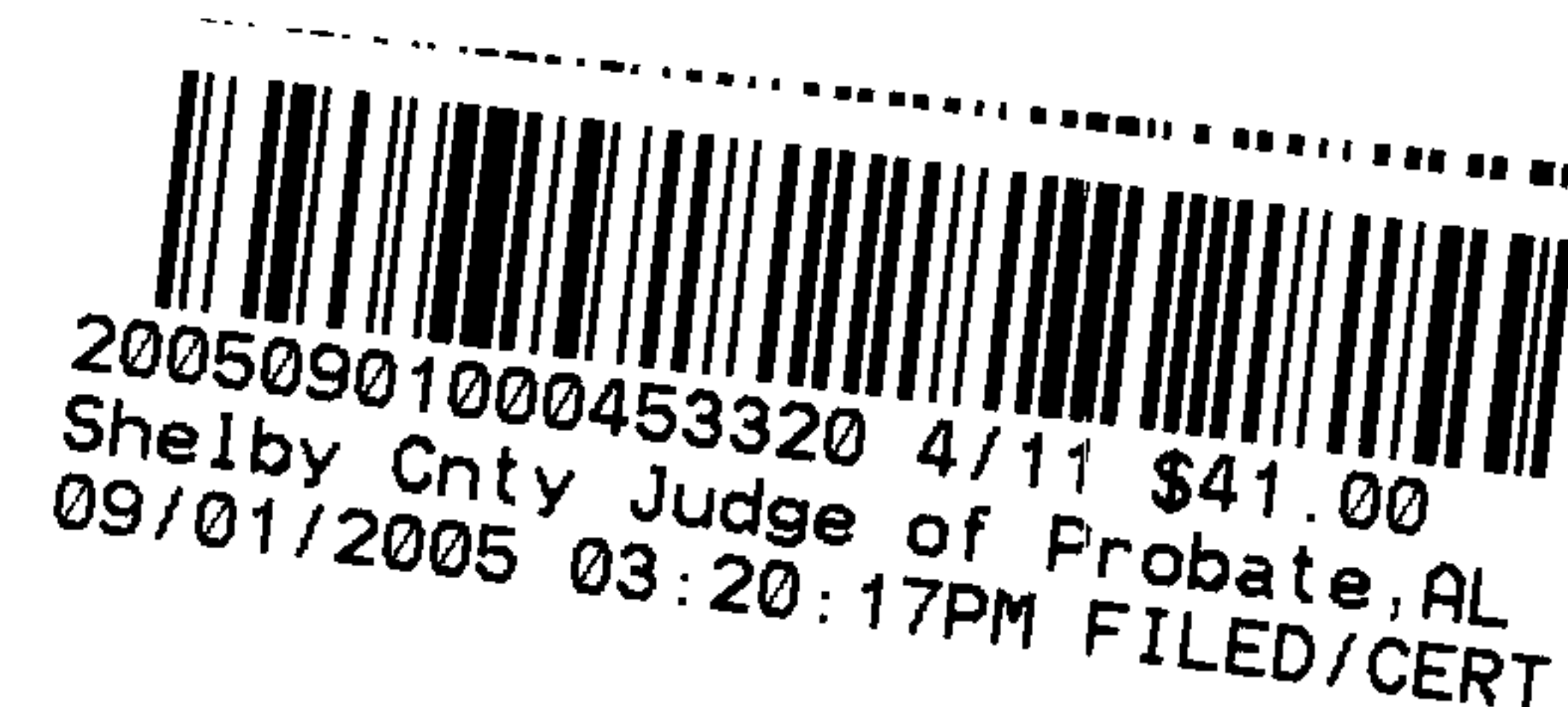
WHEREAS, Landlord and Tenant desire to incorporate the following terms into the body of the Lease;

NOW, THEREFORE, in consideration of the covenants herein and therein, the parties hereto agree as follows:

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1. If a franchise agreement ("Franchise Agreement") between Taco Bell Corp., a California corporation ("Taco Bell"), as franchisor, and Tenant, as franchisee, with respect to any AL Property or any Non AL Property is terminated prior to the expiration date of such Franchise Agreement, Taco Bell shall have the right, but not the obligation, to assume the rights and obligations of Tenant under the Lease with respect to (a) all of the AL Properties, in the case of a termination of a Franchise Agreement for an AL Property, and (b) all of the Non AL Properties, in the case of a termination of a Franchise Agreement for a Non AL Property, in each case effective upon the Assumption Date (defined below) as such term is defined in the Taco Bell Notice (defined below), including the right to take possession of all of the AL Properties, or the Non AL Properties, as the case may be, and all removable trade fixtures and other personal property owned by Tenant with respect to such Properties as set forth below (however, subject in all respects, to any prior lien and security interests of Tenant's lender or Landlord's Lender (herein so called)). Taco Bell may exercise each such right no later than twenty (20) business days after the early termination of a Franchise Agreement for an AL Property or a Non AL Property (the "Assumption Date") by delivery of written notice to Landlord and Tenant (the "Taco Bell Notice"). If such Taco Bell Notice is not timely delivered by Taco Bell with respect to the AL Properties or the Non AL Properties, the right to assume the Lease as set forth herein (or as otherwise permitted in the Franchise Agreement) shall be forever waived with respect to the AL Properties or the Non AL Properties, as the case may be. If the Taco Bell Notice is timely delivered by Taco Bell, the effective date of assumption by Taco Bell with respect to the AL Properties or the Non AL Properties shall be the Assumption Date applicable to the AL Properties or the Non AL Properties and Taco Bell or the TB Affiliate, as applicable, shall be responsible to pay all obligations of Tenant accruing under the Lease with respect to the AL Properties or the Non AL Properties, as the case may be, prior to the Assumption Date (but excluding any accelerated amounts and any penalties, attorneys' fees and similar amounts), which amounts must be cured by Taco Bell, as applicable, on the Assumption Date as a condition to assumption and prior to taking possession of the AL Properties or the Non AL Properties, as the case may be.

If Taco Bell issues the Taco Bell Notice, Tenant shall vacate the AL Properties or the Non AL Properties, as applicable, and turn possession of the AL Properties or the Non AL Properties, as applicable, over to Taco Bell. The assumption of Tenant's obligations under the Lease with respect to the AL Properties or the Non AL Properties by Taco Bell, shall in no way relieve Tenant from any obligations, expenses, charges or liabilities of Tenant to Taco Bell under the terms of any applicable Franchise Agreement or from any obligations, expenses, charges or liabilities of Tenant to Landlord under the Lease until cured by Taco Bell, with respect to the AL Properties or the Non AL Properties, as applicable. Taco Bell may seek reimbursement from Tenant for any cure amounts under the Lease or other amounts owed Taco Bell, which Tenant agrees to pay upon demand. Upon Taco Bell's assumption of the Lease as set forth herein above, Landlord and Taco Bell agree to execute with respect to the AL Properties or the Non AL Properties, as the case may be, a master lease agreement (the "New Lease") reflecting the



identical terms and conditions of the Lease except (a) the Fixed Rent (as defined in the Lease) payable under such master lease agreement will reflect the Fixed Rent allocated to the AL Properties or the Non AL Properties, as applicable, (as set forth in Exhibit E of the Lease), and (b) the new Lease shall not contain any cross default provisions (notwithstanding any other provision of the Lease to the contrary). Landlord and Taco Bell agree to execute the New Lease within five (5) business days after delivery thereto and, upon such execution, the Fixed Rent (as set forth in the Lease) shall be reduced by an amount equal to the Fixed Rent set forth in the New Lease.

2. Upon Taco Bell's assumption of the Lease with respect to the AL Properties or the Non AL Properties as set forth herein, Landlord grants Taco Bell the right to assign the resulting New Lease in its entirety, or to sublet some or all of the AL Properties or the Non AL Properties, as applicable, to any subsidiary of YUM! Brands, Inc. (the "TB Affiliate") or a franchisee of Taco Bell, provided that Taco Bell shall remain liable for and shall not be released from the obligations under the New Lease with respect to the AL Properties or the Non AL Properties, as applicable. Notwithstanding anything herein or in the New Lease contained to the contrary, Taco Bell or the TB Affiliate, as tenant, shall not (a) be required to provide the financial statements and information set forth in Section 27.01 (i) and (ii) of the New Lease, or (b) be bound by Section 25.04(i) of the Lease, provided that Taco Bell or the TB Affiliate (as the then tenant) is a subsidiary of YUM! Brands, Inc., and YUM! Brands, Inc. is a publicly traded company.

3. Landlord shall use reasonable commercial efforts to give Taco Bell a copy of any and all notices of default given to Tenant, as required to be given by Landlord to Tenant under the terms of the Lease, at the same time such notice is given to Tenant. Taco Bell shall have the one time right but not the obligation, to cure any such default within twenty (20) days of the expiration of any notice and cure period afforded Tenant under the Lease. Taco Bell shall have one additional right but not the obligation (beyond the one time right noted in this Section 3 above) to cure any such default within twenty (20) days of the expiration of any notice and cure period afforded Tenant under the Lease, provided Taco Bell timely provides the Taco Bell Notice of its assumption of the Lease with respect to the AL Properties or the Non AL Properties, as applicable, as set forth in Section 1 of this Addendum to Lease and assumes the obligations under the Lease with respect to the AL Properties or the Non AL Properties, as applicable, as set forth herein.

4. If upon the earlier expiration or termination of any Franchise Agreement for any reason Taco Bell does not elect to assume the Lease for either the AL Properties or the Non AL Properties, as applicable, Tenant shall, upon written demand by Taco Bell or as otherwise required under the applicable Franchise Agreement, remove all Taco Bell trademarks and logos from the building of the subject Property (whether inside or outside), including sign panels, fixtures, and furnishings with a Taco Bell logo or trademark and, if applicable, the "bell tower" unique to the old style Taco Bell restaurants (which shall be squared off and properly capped),

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and shall paint the building on the applicable Property, to a color different from Taco Bell's authorized building color to the extent and as required under the applicable Franchise Agreement. If Tenant shall fail to make or cause to be made any such removals, alterations or repaintings within thirty (30) days of termination of the applicable Franchise Agreement pursuant to and as required by the applicable Franchise Agreement, Taco Bell or any affiliate or agent thereof shall have the right, within forty-five (45) days after the expiration of such forty-five (45) day period (upon written notice to Landlord and Tenant), to enter upon the applicable Property during such forty-five (45) day period, without being deemed guilty of trespass or any other tort and without being obligated to pay Rent or Additional Rent (as such terms are defined in the Lease) during such forty-five (45) day period, and to make or cause to be made such removal, alterations and repainting during such thirty (30) day period, all at the expense of Taco Bell or its affiliate or agent (as applicable). If Taco Bell or its affiliate or agent so enters upon the applicable Properties, Taco Bell or its affiliate or agent, as applicable, shall repair any damage caused to the applicable Properties as a result of such removal or alterations undertaken by Taco Bell or its affiliate or agent to Landlord's reasonable satisfaction, at the expense of Taco Bell or its affiliate (as applicable). Any expenses incurred hereunder by Taco Bell or its affiliate or agent, as applicable, shall be reimbursed by Tenant on demand. Any removal, alteration, repainting and repairs shall be completed by qualified and insured individuals, in a workman like manner, in accordance with all applicable laws. For the avoidance of doubt, nothing in this Section 4 (nor the failure of Taco Bell or its affiliate or agent to take any action contemplated by this Section 4) shall be deemed a waiver of any intellectual property rights Taco Bell or its affiliates may have under federal, state or common law.

5. Landlord and Tenant agree to record a Memorandum of Lease containing substantially the following language:

"Landlord and Tenant have granted Taco Bell Corp., a California corporation, and certain of its affiliates certain conditional rights, including possession, in and to the Premises, subject to the satisfaction of certain conditions as set forth in an Addendum to Lease of even date with the Lease, executed by and between Landlord, Tenant, and Taco Bell Corp."

6. All notices which Landlord may serve on Taco Bell (or the TB Affiliate, as applicable) hereunder shall be made in accordance with the Lease to:

Taco Bell Corp.
17901 Von Karman
Irvine, CA 92614
Attn: Vice President - General Counsel

7. Notwithstanding anything to the contrary elsewhere in the Lease or any addendum or amendment thereto, Landlord and Tenant agree that the terms and provisions set forth in this Addendum shall control and shall not be superseded, terminated or modified without

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the prior written consent of Taco Bell, being a third party beneficiary to the Lease with respect to the contents of this Addendum only, and shall be binding upon any assignee of any rights or obligations under the Lease.

[Signature Pages To Follow]



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IN WITNESS WHEREOF, the parties have executed this Addendum as of the date herein above set forth.

LANDLORD:

LDVF1H TACO LLC,
a Delaware limited liability company

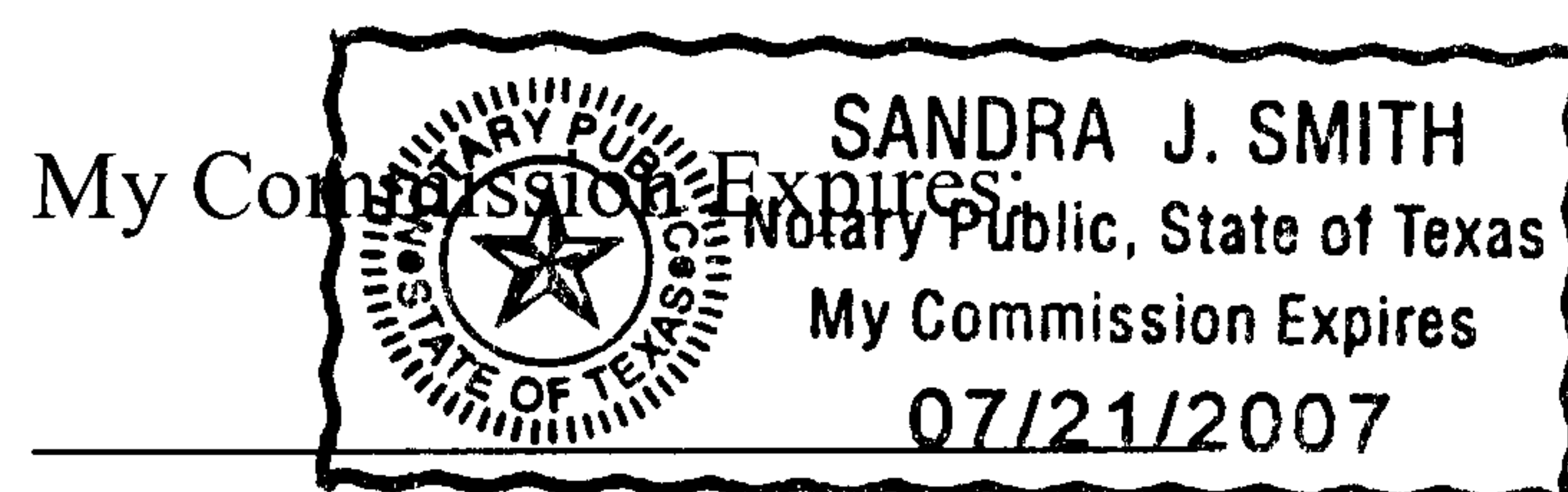
By: David Pettijohn
David Pettijohn
Vice President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

I, the undersigned Notary Public in and for said County, in said State, hereby certify that David Pettijohn, whose name as Vice President of LDVF1H TACO LLC, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this 12th day of August, 2005.

Sandra J. Smith
NOTARY PUBLIC




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TENANT:

TACALA, LLC,
a Delaware limited liability company

By: _____

Jerre O. Pierson, III
Jerre O. Pierson, III
Chief Financial Officer

STATE OF Texas §
COUNTY OF Dallas §

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Jerre O. Pierson, III, whose name as Chief Financial Officer of TACALA, LLC, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this 12th day of August, 2005.

Sandra J. Smith
NOTARY PUBLIC



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EXHIBIT A

DESCRIPTION OF PROPERTY

Unit No.: 22749

Property Address: 4623 Highway 280 East, Birmingham, AL 35242

Description of Land. The Land referred to in this Memorandum of Lease is situated in the county of Shelby, state of Alabama and is described as follows:

[Legal Description Attached Hereto]



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EXHIBIT A

Store #: 22749

Address: 4623 Highway 280, Birmingham, Alabama
County: Shelby

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 18 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 36, TOWNSHIP 18 SOUTH, RANGE 2 WEST, AND RUN SOUTH ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 277.41 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 280; THENCE 53 DEGREES 01 MINUTE 13 SECONDS TO THE LEFT IN A SOUTHEASTERLY DIRECTION ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 280 A DISTANCE OF 254.49 FEET TO A POINT; THENCE 0 DEGREES 32 MINUTES 45 SECONDS TO THE RIGHT IN A SOUTHEASTERLY DIRECTION ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF U. S. HIGHWAY 280 A DISTANCE OF 190.23 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE LAST STATED COURSE A DISTANCE OF 135.00 FEET TO A POINT; THENCE 92 DEGREES 30 MINUTES TO THE LEFT IN A NORTHEASTERLY DIRECTION OF 275.00 FEET TO A POINT; THENCE 87 DEGREES 30 MINUTES TO THE LEFT IN A NORTHWESTERLY DIRECTION A DISTANCE OF 135.00 FEET TO A POINT; THENCE 92 DEGREES 30 MINUTES TO THE LEFT IN A SOUTHWESTERLY DIRECTION A DISTANCE OF 275.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH Reciprocal Easement Agreement dated 7th August 1985 and recorded in Real Volume 038, Page 59, in the Probate office of Shelby County, Alabama.

Being the same property as set forth on that certain survey dated July 5, 2005, prepared by Derek L. Harvel of Harvel & Associates, Inc. and described as follows:

SURVEYOR'S LEGAL DESCRIPTION

Lot 2, Cahaba South Park as recorded by map or plat of said subdivision on file and of record in the Office of the Judge of Probate of Shelby County, Alabama, said tract situated, lying and being a part of the County of Shelby, State of Alabama, and being more particularly described as follows:

Beginning at a pk nail on the Northeast right-of-way margin of U.S. Highway 280 East, said point being the Southwest Corner of said Lot 2, Cahaba Park South, said point also being the TRUE POINT OF BEGINNING; thence run North 35°00'48" East along the west boundary of said Lot 2 for a distance of 275.00 feet to an iron pin on the Northwest

Corner of said Lot 2; thence run South 52°41'12" East along the North boundary of said Lot 2 for a distance of 135.00 feet to an iron pin on the Northeast Corner of said Lot 2; thence run South 35°00'48" West along the east boundary line of said Lot 2 for a distance of 275.00 feet to an iron pin on the Southeast Corner of said Lot and the Northeast right-of-way margin of U.S. Highway 280 East; thence run North 52°41'12" West along the south boundary of said Lot 2 and said right-of-way margin for a distance of 135.00 feet to a point and back to the TRUE POINT OF BEGINNING.

Land containing 37,095.09 sq. ft. and 0.85 acres.

Parcel #02-73-60-0-010-08-004.

