

BK 1389PG0543

me
p
STATE MS.-DESOTO CO.
FILED

OCT 3 1 38 PM '01

BK 1389 PG 543
WELLS FARGO BANK

Prepared by:

Jodie Leigh Grabarski, Esq.
Krass Monroc, P.A.
1650 West 82nd Street, Suite 1100
Minneapolis, MN 55431-1447
(952) 885-5999

When Recorded Mail To:

Captec Financial Group, Inc.
24 Frank Lloyd Wright Drive
Lobby L, Fourth Floor
P.O. Box 544
Ann Arbor, Michigan 48106-0544
Attention: Robert V. Schrader

Loan No. 059-8639
979 Stateline Road West
Southaven, Mississippi

DEED OF TRUST MODIFICATION AGREEMENT

THIS DEED OF TRUST MODIFICATION AGREEMENT ("Agreement") made this 28th day of Sept, 2001, between RGT FOODS, INC., a Mississippi corporation, having an office at 5668 South Rex Road, Suite 101, Memphis, Tennessee 38119 ("Trustor") and Norwest Bank Minnesota, National Association (n/k/a Wells Fargo Bank Minnesota, National Association), a national banking association, as Indenture Trustee on behalf of the holders of Captec Franchise Trust 1999-1, Franchise Receivable Notes Series 1999-1, a Delaware business trust, (together with its successors and assigns, the "1999-1 Trust"), by BNY Asset Solutions LLC, a Delaware limited liability company, in care of Captec Financial Group, Inc., at 24 Frank Lloyd Wright Drive, Lobby L, 4th Floor, P. O. Box 544, Ann Arbor, Michigan 48106, the Servicer for the 1999-1 Trust ("Servicer") (hereinafter the 1999-1 Trust by and through Servicer shall be referred to as the "Beneficiary"). This instrument shall become effective on September 1, 2001 (the "Effective Date").

WITNESSETH:

WHEREAS, Captec Financial Group, Inc., a Michigan corporation ("Original Lender"), made a Five Hundred Forty Thousand and 00/100 Dollars (\$540,000.00) loan to Trustor (the "Loan") as memorialized by that certain Promissory Note dated as of December 15, 1998, by Trustor in favor of Captec in the original principal amount of Five Hundred Forty Thousand and 00/100 Dollars (\$540,000.00) (the "Original Note");

WHEREAS, in order to secure the obligations under the Original Note, Trustor granted to Original Lender that certain Deed of Trust, Assignment of Rents, Fixture Filing and Security Agreement dated as of December 8, 1998, (the "Deed of Trust") with respect to the real property more particularly described on Exhibit A attached to the Deed of Trust, which Deed of Trust was recorded December 30, 1998, in Book 1069, Page 219, in the Office of the County Clerk, DeSoto County, Mississippi; as assigned by that Assignment dated December 9, 1998, by Captec to Captec Financial Corporation, a Delaware corporation ("CFC"), and recorded on July 15, 1999, in Book 1129, Page 239, in the Office of the County Clerk, DeSoto County, Mississippi; as further assigned by that Assignment of Mortgage dated June 11, 1999, and effective May 9, 1999, by CFC to Captec Receivables Financing Corporation V, a Delaware corporation ("CRFC"), by CRFC to Captec Franchise Trust 1999-1, a Delaware business trust ("CFT 1999-1"), by CFT 1999-1 to Norwest Bank Minnesota, National Association (n/k/a Wells Fargo Bank Minnesota, National Association), a national banking association, as Indenture Trustee on behalf of the holders of the Captec Franchise Trust 1999-1, Franchise Receivable Notes Series 1999-1 a Delaware business trust, and recorded August 2, 1999, in Book 1134, Page 735, in the Office of the County Clerk, DeSoto County, Mississippi;

WHEREAS, Trustor is in default under the Original Note and Deed of Trust and also all other loans made by Original Lender and its related entities to Trustor. To address such defaults, Trustor and Beneficiary along with Trustor's Franchisor and its other lenders, have entered into that certain Loan Restructure Agreement and General Release of even date herewith ("Restructure Agreement") and pursuant thereto Trustor and Beneficiary have agreed to write off the outstanding loan balances of certain loans and to reamortize the obligations owing by Trustor to Beneficiary.

WHEREAS, in order to further memorialize the terms of the Restructure Agreement, Trustor executed that Amended and Restated Promissory Note dated of even date herewith in favor of Beneficiary ("Amended Note") and also that Claw Back A Note and that Claw Back B Note both dated of even date herewith by Trustor and other parties in favor of Beneficiary (collectively, "Claw Back Notes") which Claw Back Notes represent the aggregate amounts of the outstanding loan balances written off, including the outstanding loan balance of the Original Note, which Claw Back Notes shall also be executed by other related entities of Trustor and principals relating to other loans ("Related Loans") and which Claw Back Notes shall be secured by this Deed of Trust and other property securing the Related Loans; and

WHEREAS, Trustor and Beneficiary desire to amend the Deed of Trust to reflect such modified terms in the Amended Note and for inclusion of the Claw Back Notes and to confirm that the Deed of Trust serves as continued security for payment of the indebtedness arising out of the Amended Note and hereinafter the Claw Back Notes also and all related indebtedness and liabilities as set forth in this Agreement, and for the performance of the covenants, terms and conditions of any of the other documents, instruments and agreements evidencing, securing or relating to the indebtedness arising under the Amended Note and Claw Back Notes.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Trustor and Beneficiary hereby agree that the Deed of Trust shall be amended as follows:

1. **Recitals.** The recitals set forth above are true and correct and are incorporated herein.
2. **Modification of Deed of Trust.**
 - a. The first paragraph of the Preliminary Statement of the Deed of Trust is hereby deleted in its entirety and replaced with the following:

"This Trust Deed is made to secure (1) performance by Trustor of the covenants and obligations of Trustor under that certain Promissory Note dated December 15, 1998, in the original principal amount of Five Hundred Forty Thousand and 00/100 Dollars (\$540,000.00), as amended and restated by that Amended and Restated Promissory Note effective as of September 1, 2001, in the amount of Four Hundred Thirty Nine Thousand Five Hundred and 91/100 Dollars by Trustor in favor of Beneficiary ("Amended Note") and that Claw Back A Note and that Claw Back B Note both effective as of September 1, 2001, both by Trustor and other parties in favor of Beneficiary (collectively, "Claw Back Notes") both together with interest, costs and all other sums, to be paid (the Amended Note, together with the Claw Back Notes, the "Note"), together with any and all extensions, renewals, modifications, substitutions or replacements thereof; (2) the performance by Trustor of the covenants and obligations of Trustor due or to become due to Beneficiary under this Trust Deed; (3) the performance by Trustor of the covenants and obligations of Trustor under any other documents securing payment of all amounts due under the Note, and any agreements or amendments relating thereto or executed in connection therewith (collectively, together with the Note and Trust Deed, the "Loan Documents"); (4) all obligations of Trustor for any cost overruns or other sums advanced or expended by Beneficiary in connection with performance of those covenants and obligations, whether or not evidenced by the Note or a promissory note; and (5) such Trust Obligations and Retained Obligations described in the following two paragraphs. Such covenants and obligations of Trustor are sometimes collectively referred to herein as the "Indebtedness." The principal amount of the loan evidenced by the Note shall be the Loan Amount secured by this Deed of Trust (the "Loan Amount")."

b. The following is added as an additional clause to any subsection entitled "Reporting Requirements" or similarly captioned subsection under the "Covenants and Warranties" section of the Deed of Trust:

"In addition to the financial statements required under this Deed of Trust, Trustor also covenants and agrees to deliver to Beneficiary all financial statements required in accordance with the Loan Restructure Agreement (as defined below)."

c. The following shall be added as an additional covenant under any subsection entitled "Fixed Charge Coverage Ratio" or similarly captioned subsection under the "Covenants and Warranties" section of the Deed of Trust as follows:

"Trustor also covenants and agrees to meet those FCCR requirements as contained in the Loan Restructure Agreement (as defined below) for all such applicable time periods set forth therein during which time the FCCR covenants in the Deed of Trust are suspended, and thereafter Trustor shall resume compliance with the FCCR requirements as set forth in the Deed of Trust until maturity of the Loan."

d. The following shall be added to the Deed of Trust as an additional subsection under the section entitled "Covenants and Warranties:"

"UCC; Organization and Location. Trustor further hereby consents to the following and authorizes Beneficiary to undertake the following, all without the signature of Trustor: (i) to create, prepare, complete, execute, endorse, deliver and file any and all of the financing statements and amendments to financing statements required to perfect and continue perfection of Beneficiary's security interest in the Deeded Property in a form and substance as Beneficiary, in its sole discretion, may determine necessary, all without signature of Trustor; (ii) to demand from other secured parties terminations of the financing statements of those other secured parties in the Deeded Property; (iii) to file all terminations of the filed financing statements of other secured parties in the Deeded Property deemed necessary for Beneficiary to perfect and preserve its security interest in the Deeded Property; or (iv) to take any other action deemed necessary or desirable by

Beneficiary to establish, perfect, protect or enforce its security interest in the Deeded Property.

Trustor further agrees to execute and deliver to Beneficiary within five (5) days of the date of Beneficiary's written request, any agreement, documents or instrument requested and deemed necessary by Beneficiary in its reasonable discretion to perfect, preserve and/or maintain Beneficiary's first priority security interest in the Deeded Property. Prior to satisfaction of the Note, Trustor hereby waives its right to file or cause to be filed any UCC-3 statements or similar statements having the effect of terminating Beneficiary's security interest in the Deeded Property regardless of whether or not Trustor has given notice of any kind or nature to Beneficiary of a request to terminate any UCC filing. Further, Trustor shall not execute or file or cause to be executed or filed any corrections of Beneficiary's financing statements without delivering written notice and copies of the corrective financing statements to be filed to Beneficiary at least thirty (30) business days prior to any such action.

Trustor represents and warrants to Beneficiary that Trustor shall not assume a different name, conduct its business at any location other than as appears in this Agreement, merge, consolidate, change or reorganize its organizational structure, change the state of its organization or its address within that state, nor change the location of any of the Deeded Property without, in each instance, obtaining the prior written consent of Beneficiary thirty (30) business days prior to any such event, or alternatively, as applicable, any individual Trustor shall not change his/her address or location of his/her primary residence without delivering written notice to Beneficiary at least thirty (30) business days prior to any such event."

e. The following subsection is hereby added as an additional covenant and warranty of Trustor under the Deed of Trust under the section entitled "Covenants and Warranties" or similar title:

"Restructure Agreement Compliance. Trustor shall comply with its obligations and duties pursuant to the terms and conditions of that certain Loan Restructure Agreement and General Release effective as of September 1, 2001, ("Restructure Agreement") by and among FRANCHISE LOAN TRUST 1998-1, a Delaware business trust ("**1998-1 Trust**"), CAPTEC FRANCHISE TRUST 1999-1, a Delaware business trust ("**1999-1 Trust**"), and CAPTEC FRANCHISE TRUST 2000-1, a Delaware business trust, and CAPTEC GRANTOR TRUST II 2000-1, a Delaware business trust (together the "**2000-1 Trust**"), by and through, NORWEST BANK MINNESOTA NATIONAL ASSOCIATION (n/k/a WELLS FARGO BANK MINNESOTA, NATIONAL ASSOCIATION), a national banking association ("**Wells Fargo**"), as the Indenture Trustee of each of 1998-1 Trust, 1999-1 Trust and Captec Franchise Trust 2000-1, and as Trustee for Captec Grantor Trust II 2000-1, CAPTEC FINANCIAL CORPORATION, a Delaware corporation ("**CFC**") (1998-1 Trust, 1999-1 Trust, 2000-1 Trust and CFC collectively, "**Captec**"); WELLS FARGO BANK MINNESOTA, N.A., F.K.A. NORWEST BANK MINNESOTA, N.A., As Indenture Trustee on behalf of the holders of FMAC LOAN RECEIVABLES TRUST 1997-A ("**FMAC**") (collectively, the "**Lenders**") and (ii) RGT FOODS, INC., a Mississippi corporation, ("**RGT**") SDI FOODS, INC., a Mississippi corporation, ("**SDI**"), 33 FOODS, INC., a Mississippi corporation, ("**33 Foods**") OLE BELCO INC. ("**Belco**"), AND RGT MANAGEMENT, INC. ("**RGT Management**") (collectively, the "**Borrowers**"); (iv) SEAN TUOHY, unconditional guarantor, individually ("**Tuohy**") (v) STANFORD ROBERTS, conditional guarantor, individually ("**Roberts**") and MICHAEL ROE, conditional guarantor, individually ("**Roe**"); which Restructure Agreement includes the participation of TACO BELL CORP., a California corporation, and TACO BELL OF AMERICA, INC., a Delaware corporation (collectively, "**Taco Bell**") by separate agreements, that Trustor is not currently in default under the Restructure Agreement; and Trustor further

acknowledges and agrees that the Restructure Agreement is, and shall remain, in full force and effect, and is incorporated herein by reference."

f. The following shall replace any section entitled "Default" or any subsection entitled "Events of Default" under the Deed of Trust:

1. Failure by Trustor to pay any amount owing on or with respect to the Note, the Deed of Trust, or the other Loan Documents when due, whether by maturity, acceleration or otherwise, which failure continues for five (5) business days.

2. Any failure by Trustor (or any guarantor of all or any part of the Indebtedness) to comply with any of the non-monetary terms, provisions, warranties or covenants of the Note, the Deed of Trust or the other Loan Documents, which failure continues for fifteen (15) business days after the date of written notice to Trustor (or any guarantor) from Beneficiary of such default; provided that if the nature of Trustor's non-compliance is such that more than fifteen (15) days are reasonably required for its cure, then Trustor shall not be deemed to be in default if Trustor commences such cure within such fifteen (15) day period and thereafter diligently prosecutes such cure to completion.

3. Institution of remedial proceedings, foreclosure proceedings or other exercise of rights and remedies by the holder of any mortgage, deed of trust, security interest or other lien against the Deeded Property (or any portion thereof).

4. Insolvency of Trustor (or any guarantor) or the admission in writing of Trustor's (or any guarantor's) inability to pay debts as they mature.

5. Any statement, representation or information made or furnished by or on behalf of Trustor (or any guarantor) to Beneficiary in connection with or to induce Beneficiary to provide or advance any of the Indebtedness shall prove to be false or materially misleading when made or furnished.

6. Institution of bankruptcy, reorganization, insolvency or other similar proceedings by or against Trustor (or any guarantor), unless, in the case of a petition filed against Trustor (or any guarantor), the same is dismissed within sixty (60) days of the date of filing.

7. The issuance or filing of any judgment, attachment, levy, garnishment or the commencement of any related proceeding or the commencement of any other judicial process upon or in respect to Trustor (or any guarantor) or the Deeded Property; provided, however, if Trustor is diligently contesting the proceeding or appealing or undertaking to receive a satisfaction, release or discharge of such result and if such actions are commenced within fifteen (15) days, such event shall not be considered an event of default hereunder.

8. Sale or other disposition by Trustor (or any guarantor) of any substantial portion of its assets or property without the prior written consent of Beneficiary.

9. Death, dissolution, merger, consolidation, termination of existence, insolvency, business failure or assignment for the benefit of creditors of or by Trustor (or any guarantor).

10. Any failure by Trustor (or any guarantor) to pay any indebtedness (other than to Beneficiary) when due, or any failure in the observance or performance of any term, covenant or condition in any document evidencing, securing or relating to such indebtedness, which failure continues beyond any applicable cure period.

11. Receipt by Trustor ("Franchisee") of a notice of termination of the franchise agreement from Taco Bell Corp., a California corporation ("Franchisor"), for the Taco Bell

franchised restaurant operation located at 979 Stateline Road West, Southaven, Mississippi 38671 ("Franchised Operation").

12. If Trustor shall fail to provide to Beneficiary any agreement or instrument appropriate or necessary to create or maintain a perfected, first priority lien in the Deeded Property.

13. Any default by Trustor under any promissory note, deed of trust, mortgage, security agreement or other instrument or agreement between Trustor and Beneficiary, but only if the rights under such defaulted instrument or agreement are not held, at the time of such default, by the holder of the Deed of Trust.

14. If the Note, the Deed of Trust and the other Loan Documents have not been assigned to the Trust (as defined in the Deed of Trust), the default by Trustor which continues beyond any applicable grace or cure period under the Retained Obligations (as defined in the Deed of Trust); provided, however, if the Note, the Deed of Trust and the other Loan Documents are assigned to the Trust, this Clause shall be of no force and effect during the term of such assignment.

15. In the event that the Note, the Deed of Trust and the other Loan Documents are assigned to the Trust, the default by Trustor which continues beyond any applicable grace or cure period under the Trust Obligations (as defined in the Deed of Trust).

16. In the event that the Trustor prepays any other loan from Beneficiary which is secured by a first priority Deed of Trust on the Real Estate (or a ground lease thereof) on which the Franchised Operation is located.

17. If the Trustor occupies the Real Estate pursuant to a lease, any event of default under the lease or any event or condition occurs or exists which would entitle the landlord under such lease immediately or following the giving of notice or lapse of any applicable grace period to terminate such lease, which default is not cured within the earlier of (y) any applicable cure period set forth in the Lease and (z) fifteen (15) business days after notice thereof received by Trustor from the landlord thereunder or to Beneficiary.

18. Any failure by Trustor to enter into a written lease with a term exceeding the maturity date of the Note for the Franchised Operation, if applicable.

19. Failure by Trustor to pay any amount owing under that Claw Back A Note when due, whether by maturity, acceleration or otherwise, after any applicable cure period provided thereunder.

20. Failure by Trustor to pay any amount owing under that Claw Back B Note when due, whether by maturity, acceleration or otherwise, after any applicable cure period provided thereunder.

21. Failure by Trustor to pay any amount owing under that Servicer Advance Note when due, whether by maturity, acceleration or otherwise, after any applicable cure period provided thereunder.

22. Any failure by Trustor to comply with any terms, provisions, warranties or covenants of the Restructure Agreement, whether monetary or non-monetary, and the same is an Event of Default thereunder, then the "Event of Default" under the Restructure Agreement shall cause an Event of Default under the Note, this Deed of Trust, and Beneficiary shall be entitled to exercise any and all rights and remedies available to it under the Note, this Deed of Trust and/or the Loan Documents upon expiration of any cure period provided thereunder.

23. Any failure by Trustor to comply with any terms, provisions, warranties or covenants of that Financial Assistance Agreement dated of even date herewith, by and among Trustor, its related entities and Taco Bell Corp., a California corporation, and Taco Bell of America, Inc., a Delaware corporation, whether monetary or non-monetary, and the same is an Event of Default thereunder, then the "Event of Default" under the Financial Assistance Agreement shall cause an Event of Default under the Note and this Deed of Trust, and Beneficiary shall be entitled to exercise any and all rights and remedies available to it under the Note, the Deed of Trust, and/or the Loan Documents upon expiration of any cure period provided thereunder.

g. For purposes of the Deed of Trust, the address of Trustor and Beneficiary are hereby amended as follows:

1. "Name and address of the Trustor/Borrower/Debtor:
RGT Foods, Inc.
5668 South Rex Road, Suite 101
Memphis, Tennessee 38119"
2. "Name and address of the Beneficiary/Lender/Secured Party:
Wells Fargo Bank Minnesota, National Association
(f/k/a Norwest Bank Minnesota, N.A.) as Indenture
Trustee on behalf of the holders of Captec Franchise Trust
1999-1, Franchise Receivable Notes Series 1999-1
c/o Captec Financial Group, Inc.
Lobby I, 4th Floor
24 Frank Lloyd Wright Drive
P. O. Box 544
Ann Arbor, Michigan 48106-0544"

3. "The name of all of the record owners of the Property on which such fixtures are or are to be located is:

RGT Foods, Inc.,
5668 South Rex Road, Suite 101
Memphis, Tennessee 38119"

h. The Deed of Trust shall reflect the following maturity date:

"The Maturity Date of this Deed of Trust shall be October 1, 2018."

3. **Deed of Trust Reaffirmation.** Trustor reaffirms that the Deed of Trust evidences and secures the performance of all agreements and obligations described therein, as amended pursuant to this Agreement; ratifies and affirms all of the representations, warranties, terms and conditions of the Deed of Trust; and acknowledges and agrees that the Deed of Trust is, and shall remain, in full force and effect, as amended by this Agreement. The parties agree that this Agreement constitutes a Deed of Trust Modification and that the lien of the Deed of Trust securing the Loan shall relate back and shall remain as it was at the recording of the Deed of Trust as if the modification were included in the Deed of Trust at the original date and time of recording.

4. **Continued Lien.** This Agreement does and shall not be construed to constitute the creation of new indebtedness or the satisfaction, discharge or the extinguishment of any obligations under the Loan Documents in their entirety except to reduce the total outstanding amount of Indebtedness and to waive defaults as they exist as of the date of this Agreement, nor does it in any way affect or impair the Lien, and Trustor hereby represents, covenants and warrants that the Lien maintains its validity and priority as to the Property and Deeded Property (as defined in the Deed of Trust) and shall continue in full force and effect, unimpaired by this Agreement.

5. **Scope of Agreement as to Deed of Trust.** Except as amended hereby, the terms, conditions and provisions of the Deed of Trust shall remain unchanged and shall be in full force and effect except as stated herein,

and shall continue to be binding upon Trustor and Beneficiary and the permitted successors, assigns and transferees of each.

6. **Representations.** Trustor hereby reaffirms to Beneficiary all of its respective representations and warranties set forth in the Restructure Agreement of even date herewith and represents and warrants to Beneficiary that all of such representations and warranties are true and correct in all respects as of the date of this Agreement.

7. **Organizational Authority.** Trustor warrants and represents to Beneficiary that (i) all necessary actions have been taken to authorize the execution of this Agreement by Trustor, (ii) the persons who have executed this Agreement on behalf of Trustor are duly authorized to do so, and (iii) this Agreement constitutes the legal, valid and binding obligation of Trustor, enforceable against Trustor in accordance with its terms.

8. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. This Agreement may be executed in one or more counterparts, any set of which signed by all the parties shall be deemed to constitute a complete, executed original for all purposes.

9. **Binding Nature.** Trustor acknowledges and agrees that the terms, conditions, and provisions of the Original Note, as amended by the Amended Note, and Deed of Trust are fully binding and enforceable agreements against the Trustor, as amended by this Agreement, and are not subject to any defense, counterclaim, setoff or other claim of any kind or nature. Trustor hereby reaffirms and restates its agreements, duties, obligations and liabilities under the Deed of Trust, as amended by this Agreement.

10. **Invalid Terms.** If any term, covenant or condition of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such provision.

11. **Amendments.** This Agreement may not be modified, amended, waived, changed or terminated orally, but only by an agreement in writing signed by the party against whom the enforcement of the modification, amendment, waiver, change or termination is sought.

12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Beneficiary and Trustor have entered into this Agreement as of the effective date set forth above.

TRUSTOR:

RGT FOODS, INC.,
a Mississippi corporation

By: *Sean A. Tuohy*

Name: Sean A. Tuohy

Its: President

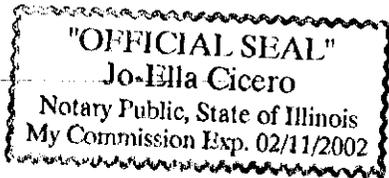
STATE OF Illinois)
CITY OF Chicago) ss.

Personally appeared before me, the undersigned authority in and for said county and state, on this 26th day of September, 2001, within my jurisdiction, the within named Sean A. Tuohy, duly identified before me, who acknowledged that (s)he is the President of RGT Foods, Inc., a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed, (s)he executed the above and foregoing instrument, after first having been duly authorized by said corporation to do so.

Jo-Ella Cicero
Notary Public

[NOTARY SEAL]

My Commission Expires: _____



BENEFICIARY:

NORWEST BANK MINNESOTA, NATIONAL ASSOCIATION (N/K/A WELLS FARGO BANK MINNESOTA, NATIONAL ASSOCIATION),
a national banking association, as Indenture Trustee on behalf of the holders of Captec Franchise Trust 1999-1, Franchise Receivable Notes Series 1999-1, a Delaware business trust

By: BNY Asset Solutions, LLC,
a Delaware limited liability company
Its Attorney-in-fact

By: *Michael F. Cocanougher*
Name: Michael F. Cocanougher

Its: Managing Director

STATE OF Texas)
COUNTY OF Dallas) ss.

25 Personally appeared before me, the undersigned authority in and for the said county and state on this day of September, 2001, within my jurisdiction, the within named Michael F. Cocanougher, duly identified before me, who acknowledged that he is Managing Director of BNY Asset Solutions, LLC, a Delaware limited liability company, as Attorney-in-fact for and acting on behalf of Norwest Bank Minnesota, National Association (n/k/a Wells Fargo Bank Minnesota, National Association), a national banking association, as Indenture Trustee on behalf of the holders of Captec Franchise Trust 1999-1, Franchise Receivable Notes Series 1999-1, a Delaware business trust, and that for and on behalf of said corporation, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said business trust to do so.

Kristi E. Gross
Notary Public

[NOTARY SEAL] Kristi E. Gross
Notary Public, State of Texas
My Commission Expires Commission Expires
MAY 20, 2005

EXHIBIT A

Legal Description

TRACT I

DeSoto County, Mississippi:

Part of the Northeast Quarter of Section 23, Township 1, South, Range 8 West, in DeSoto County, Mississippi, being more particularly described as follows:

BEGINNING at a point in the southerly line of State Line Road (80 feet wide) a distance of 352.50 feet westwardly from the northwest corner of Lot 1 of Whitehaven Village Subdivision as recorded in Plat Book 1, Page 40, in the Office of the Chancery Court Clerk of DeSoto County, Mississippi; thence South 5 degrees 57 minutes East a distance of 263.22 feet to a point; thence South 84 degrees 27 minutes West a distance of 100.0 feet to a point; thence North 5 degrees 57 minutes West a distance of 263.22 feet to a point in the southerly line of State Line Road; thence North 84 degrees 27 minutes East along the southerly line of State Line Road a distance of 100.0 feet to the point of beginning.

TRACT II

City of Southaven, DeSoto County, Mississippi:

Begin at an iron stake in the southerly line of State Line Road at the northeast corner of the herein described tract, said point being South 84 degrees 27 minutes 00 seconds West 651.75 feet and South 5 degrees 58 minutes 57 seconds East 40.00 feet from the accepted Northeast corner of the Northeast Quarter of Section 23, Township 1 South, Range 8 West, said point being also the True Point of Beginning for the herein described tract; thence South 5 degrees 58 minutes 57 seconds East 262.85 feet to an iron stake (found) in the northerly line of Lot No. 2, Section "A" Rainbow Village Subdivision (Book 5, Pages 14 and 15); thence south 84 degrees 25 minutes 21 seconds West 92.00 feet with the northerly lines of Lots No. 2 and 3 of said Section "A" of said subdivision to an iron stake (found) at the southeast corner of the Taco Bell tract, a California corporation (Book 145, Page 517); thence North 05 degrees 58 minutes 56 seconds West 262.89 feet along the easterly line of said Taco Bell tract to an iron stake (found) in the southerly line of State Line Road at the northeast corner of said tract; thence North 84 degrees 27 minutes 00 seconds East 92.00 feet with the southerly line of said Road to the point of beginning containing 0.5552, more or less, acres of land.

Tax Parcel No.: 1086.0-2300.0-00003.01 Receipt No. 14972 and 1086.0-2300.0-0004.00 Receipt No. 14973
Street address: 979 Stateline Road West, Southaven, Mississippi 38671