



200610030148

Skagit County Auditor

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**PLEASE CROSS REFERENCE TO:  
THE SECURITY DOCUMENTS DESCRIBED  
ON SCHEDULE I, ATTACHED HERETO**

**PREPARED BY, AND AFTER  
RECORDING RETURN TO:**

Catherine P. Powell, Esquire  
Tatum Levine & Powell, LLP  
1199 Oxford Road, N.E.  
Atlanta, GA 30306

200304160107  
200305060035

**AMENDATORY AGREEMENT**

This Amendatory Agreement (the "Agreement") is made as of November 10, 2005, but actually executed Sept 6, 2006, by and between THE HUNTINGTON NATIONAL BANK, a national banking association ("HNB"), for itself and as agent for the Banks (defined below) and CEDAR ENTERPRISES, INC., an Ohio corporation ("Cedar"), WENDY'S OF LAS VEGAS, INC., an Ohio corporation ("WLV"), WENDY'S OF SAN ANTONIO, INC., a Texas corporation ("WSA"), TRIDENT FOODS, LTD., an Ohio limited liability company ("Trident"), SEAWEND, LTD., an Ohio limited liability company ("SeaWend"), SYRUS, LTD., an Ohio limited liability company ("Syrus"), CEDAR OF NEW ENGLAND, LTD., an Ohio limited liability company ("Cedar New England") and CEDAR REAL CO., LTD., an Ohio limited liability company ("Cedar Realco") (Cedar, WLV, WSA, Trident, SeaWend, Syrus, Cedar New England and Cedar Realco, collectively, the "Companies").

**Recitals**

A. The Banks, the Companies and Trident Foods, Inc., an Ohio corporation, entered into a Loan Agreement dated March 28, 2003, as amended in a First Amendment to Loan Agreement dated July 17, 2003 and in a Second Amendment to Loan Agreement dated May 23, 2004 (together with this Amendment, collectively, the "Loan Agreement"), wherein the Banks made a term loan in the original principal amount of \$60,000,000.00 (the "2003 Term Loan") to the Companies, and HNB and BOA made available to the Companies a revolving loan in the maximum principal amount of \$15,000,000.00 (the "2003 Revolving Loan") (the 2003 Term Loan and the 2003 Revolving Loan are hereinafter collectively called the "2003 Loans"). Trident Foods, Inc.

is winding up its affairs and shall be released contemporaneously herewith by the Banks as a co-obligor. Capitalized terms used herein shall have the meanings ascribed to them in the Loan Agreement, unless otherwise defined herein.

B. As evidence of the indebtedness, the Companies and Trident Foods, Inc. executed and delivered a Term Note and a Revolving Note in such respective principal amounts (collectively, the "2003 Notes"). The 2003 Notes are secured by, among other Loan Documents, certain mortgages/deeds of trust (collectively, the "Mortgages"), assignments of rents and leases and assignments of purchase price (collectively, the "Assignments"), security agreements, uniform commercial code financing statements, and those other loan documents described on Schedule I, attached hereto and made a part hereof (the "2003 Security Documents"), which encumber those certain Wendy's Restaurants (collectively, the "Restaurants") and other collateral located in, or used in connection with such Restaurants (collectively, the "2003 Collateral")

C. The Banks and the Companies entered into a Note Modification Agreement dated November 10, 2005 that converts the \$15,000,000.00 principal balance of the 2003 Revolving Loan into a term loan due on April 1, 2008 (as so modified, the "Second Term Loan").

D. The Banks made available to the Companies a new revolving line of credit in the maximum principal amount of \$15,000,000.00 (the "2005 Revolving Loan"), evidenced by a Revolving Note dated November 10, 2005, made by the Companies, payable to the order of the Banks, and having a maturity of April 1, 2008 (the "2005 Revolving Note"). The 2005 Revolving Note is secured by, in addition to the 2003 Collateral and 2003 Security Documents, among other Loan Documents, first liens (subject to the lien of real estate taxes not delinquent) mortgages or deeds of trust, assignments of rents and leases, first lien security agreements, uniform commercial code financing statements, and certain other Loan Documents (collectively, the "2005 Security Documents"), all executed and delivered in favor of HNB, as agent for the Banks, in and to any and all new Restaurants, Collateral and all related franchise agreements and related personal property executed from and after November 10, 2005 (the "New Restaurants")(the "2005 Collateral").

E. The Banks and the Companies acknowledge and agree that (a) the obligations and indebtedness of the Companies evidenced by (i) the 2003 Notes, and (ii) the 2005 Revolving Note, and (b) the Collateral securing the obligations and indebtedness evidenced by the 2003 Notes and the 2005 Revolving Note (collectively, the "Notes"), including, without limitation, the 2003 Collateral and the 2005 Collateral, are all cross defaulted and cross collateralized each with the other. In order to evidence such cross collateralization and cross default, the parties hereto have entered into this Agreement, pursuant to which each of the 2003 Security Documents are amended to incorporate therein, as part of the "Indebtedness" secured thereby, the indebtedness and obligations evidenced by, and the additional Collateral securing (including, without limitation the 2005 Collateral), the 2005 Revolving Note, in addition to the 2003 Notes.



## Agreement

FOR AND IN CONSIDERATION of the premises, the sum of Ten and No/100 Dollars (\$10.00), in hand paid by The Banks to The Companies and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Amendments to the Mortgages. Effective as of November 10, 2005, each Mortgage has been and is hereby amended as follows:

1.1 By deleting the definition of "Note" set forth therein, and replacing such definition with the term "Notes" as defined in this Agreement, so that from and after the date hereof any and all references set forth in the Mortgages to the "Note" or "Notes" shall collectively mean and refer to the 2003 Notes and the 2005 Revolving Note.

1.2 By amending the definitions of "Indebtedness" and "Loan" as they appear in the Mortgages, so that from and after the date hereof any and all of such references shall mean and refer to the indebtedness and obligations evidenced by, and shall include, the 2005 Revolving Loan and the 2003 Loans.

1.3 By deleting any and all references set forth in the Mortgages, in both words and numbers, to the amount of \$75,000,000.00 as being the aggregate maximum amount of the loan advances or future advances to be advanced by the Banks under the Loan Documents, and replacing any and all of such references with "Ninety Million and No/100's ("90,000,000.00")".

1.4 By amending any and all references set forth in the Mortgages to the term or terms (a) "Mortgage", "Deed of Trust" or similar references, (b) Loan Agreement, (c) Assignment of Lessor's or Lessee's Interest in Leases, or (d) to any of the other Loan Documents, so that from and after the date hereof, any and all of such references shall mean and refer to those above-described Loan Documents, as amended by this Agreement.

2. Amendments to the Assignments. Effective as of November 10, 2005, each of the Assignments has been and is hereby amended as follows:

2.1 By deleting the definition of "Note" set forth therein, and replacing such definition with the term "Notes" as defined in this Agreement, so that from and after the date hereof any and all references set forth in the Assignments to the "Note" or "Notes"



shall collectively mean and refer to the 2003 Notes and the 2005 Revolving Note.

2.2 By amending the definitions of "Indebtedness" and "Loan" as they appear in the Assignments, so that from and after the date hereof any and all of such references shall mean and refer to the indebtedness and obligations evidenced by, and shall include, the 2005 Revolving Loan and the 2003 Loans.

2.3 By deleting any and all references set forth in the Assignments, in both words and numbers, if any, to the amount of \$75,000,000.00 as being the aggregate maximum amount of the loan advances or future advances to be advanced by the Banks under the Loan Documents, and replacing any and all of such references with "Ninety Million and No/100's ("90,000,000.00")".

2.4 By amending any and all references set forth in the Assignments to the term or terms (a) "Mortgage", "Deed of Trust" or similar references, (b) Loan Agreement, (c) Assignment of Lessor's or Lessee's Interest in Leases, or (d) to any of the other Loan Documents, so that from and after the date hereof, any and all of such references shall mean and refer to those above-described Loan Documents, as amended by this Agreement.

3. Amendments to the Other Loan Documents. Effective as of November 10, 2005, each of the other Loan Documents has been and is hereby amended as follows:

3.1 By deleting the definition of "Note" set forth therein, and replacing such definition with the term "Notes" as defined in this Agreement, so that from and after the date hereof any and all references set forth in the other Loan Documents to the "Note" or "Notes" shall collectively mean and refer to the 2003 Notes and the 2005 Revolving Note.

3.2 By amending the definitions of "Indebtedness" and "Loan" as they appear in the other Loan Documents, so that from and after the date hereof any and all of such references shall mean and refer to the indebtedness and obligations evidenced by, and shall include, the 2005 Revolving Loan and the 2003 Loans.

3.3 By deleting any and all references set forth in the other Loan Documents, in both words and numbers, if any, to the amount of \$75,000,000.00 as being the aggregate maximum amount of the loan advances or future advances to be advanced by the Banks under the Loan Documents, and replacing any and all of such



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references with "Ninety Million and No/100's (\$90,000,000.00)".

3.4 By amending any and all references set forth in the other Loan Documents to the term or terms (a) "Mortgage", "Deed of Trust" or similar references, (b) Loan Agreement, (c) Assignment of Lessor's or Lessee's Interest in Leases, or (d) to any of the other Loan Documents, so that from and after the date hereof, any and all of such references shall mean and refer to those above-described Loan Documents, as amended by this Agreement.

4. Estoppel of the Companies. As a material inducement to the Banks to enter into this Agreement, each of the Companies hereby warrants, represents and certifies to the Banks as follows:

4.1 As of the date hereof, none of the Companies has any defenses, offsets or counterclaims as against the indebtedness and obligations evidenced and secured by the Loan Documents.

4.2 To the best knowledge and belief of each of the Companies, the Notes, the Mortgages, the Loan Agreement, and the other Loan Documents, as amended hereby, all are in all respects the legal, valid and binding obligations of the Companies, enforceable against the Companies in accordance with their respective terms and free from all infirmities, defenses or counterclaims of any nature whatsoever. To the best knowledge and belief of each of the Companies, the Banks are not in default or breach of any of their respective obligations to the Companies under any of the Loan Documents, as amended by this Agreement.

4.3 To the best knowledge and belief of each of the Companies, after giving effect to this loan modification, no Event of Default has occurred and continues to exist nor has any event, state of facts or other condition occurred, which with notice or the passage of time or both, would constitute an Event of Default under the Loan Documents.

5. No Other Change. Except as herein expressly amended and except as provided in the Note Modification Agreement, each and every term, condition, warranty and provision of the Loan Documents shall remain unchanged, and in full force and effect, and such are hereby ratified, confirmed and approved by the parties hereto. Nothing herein shall be construed to alter or affect the priority of the lien or title created by the Loan Documents, it being the expressly declared intention of the parties hereto that no novation of the Loan Documents be created hereby.

6. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, successors, legal representatives and assigns.



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7. Counterpart Execution. This Agreement may be executed in one or more counterparts and the signature of any party to any counterpart may be appended to any other counterpart, all of which counterparts when taken together shall equal one Agreement.

UNOFFICIAL DOCUMENT



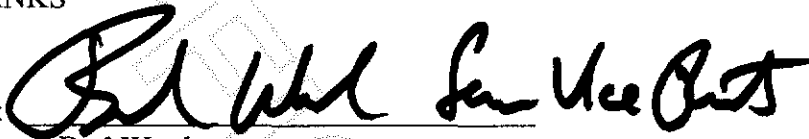
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IN WITNESS WHEREOF, the Companies and the Banks, all have executed this Agreement under seal, effective as of the day and year first written above.

**BANKS:**

THE HUNTINGTON NATIONAL BANK, AS  
ADMINISTRATIVE AGENT ON BEHALF OF  
BANKS

By:   
Name: Bud Ward  
Title: Senior Vice President

**COMPANIES:**

CEDAR ENTERPRISES, INC.,  
an Ohio corporation

By: \_\_\_\_\_  
J. David Karam, II, President

CEDAR REAL CO., LTD.,  
an Ohio limited liability company

By: \_\_\_\_\_  
J. David Karam, II, President

CEDAR OF NEW ENGLAND, LTD.,  
an Ohio limited liability company

By: \_\_\_\_\_  
J. David Karam, II, President

WENDY'S OF LAS VEGAS, INC.,  
INC., an Ohio corporation

By: \_\_\_\_\_  
J. David Karam, II, President

SYRUS, LTD.,  
an Ohio limited liability company

By: \_\_\_\_\_  
J. David Karam, II, Vice President

SEAWEND, LTD.,  
an Ohio limited liability company

By: \_\_\_\_\_  
J. David Karam, II, President

TRIDENT FOODS, LTD.,  
an Ohio limited liability company

By: \_\_\_\_\_  
J. David Karam, II, President

WENDY'S OF SAN ANTONIO,  
a Texas corporation

By: \_\_\_\_\_  
J. David Karam, II, President

IN WITNESS WHEREOF, the Companies and the Banks, all have executed this Agreement under seal, effective as of the day and year first written above.

**BANKS:**

THE HUNTINGTON NATIONAL BANK

By: \_\_\_\_\_  
Name: Bud Ward  
Title: Senior Vice President

~~GE CAPITAL FRANCHISE  
FINANCE CORPORATION~~

~~By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_~~

*See Administrative  
Agent Signature*

~~BANK OF AMERICA, N.A.~~

~~By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_~~

**COMPANIES:**

CEDAR ENTERPRISES, INC.,  
an Ohio corporation

By: J. David Karam  
J. David Karam, II, President

SYRUS, LTD.,  
an Ohio limited liability company

By: J. David Karam  
J. David Karam, II, Vice President

CEDAR REAL CO., LTD.,  
an Ohio limited liability company

By: J. David Karam  
J. David Karam, II, President

SEAWEND, LTD.,  
an Ohio limited liability company

By: J. David Karam  
J. David Karam, II, President

CEDAR OF NEW ENGLAND, LTD.,  
an Ohio limited liability company

By: J. David Karam  
J. David Karam, II, President

TRIDENT FOODS, LTD.,  
an Ohio limited liability company

By: J. David Karam  
J. David Karam, II, President



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WENDY'S OF LAS VEGAS, INC.,  
INC., an Ohio corporation

By: J. David Karam  
J. David Karam, II, President

WENDY'S OF SAN ANTONIO,  
a Texas corporation

By: J. David Karam  
J. David Karam, II, President



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STATE OF OHIO,  
COUNTY OF FRANKLIN, SS:

On this 21st day of August, 2006, before me, a Notary Public in and for said County and State, personally appeared Bud Ward, with whom I am personally acquainted, known to me to be the person who as Senior Vice President of The Huntington National Bank, ~~which executed the foregoing instrument, signed the same, and acknowledged to me that he did so sign said instrument in the name and upon behalf of said company as such officer and by authority of a resolution of its officers; and that the same is his free act and deed as such officer and the free and corporate act and deed of said company.~~ <sup>the national banking association</sup> ~~association.~~

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Donald W. Jordan  
Notary Public

DONALD W. JORDAN  
ATTORNEY AT LAW  
NOTARY PUBLIC - STATE OF OHIO  
LIFETIME COMMISSION

My Commission Expires: \_\_\_\_\_  
County of Residence: Franklin



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STATE OF OHIO,  
COUNTY OF FRANKLIN, SS:

On this 17<sup>TH</sup> day of July 2006, before me, a Notary Public in and for said County and State, personally appeared J. David Karam, II, with whom I am personally acquainted, known to me to be the person who as President of Cedar of New England, Ltd., d/b/a Cedar of New England, Ltd., L.L.C., the limited liability company which executed the foregoing instrument, signed the same, and acknowledged to me that he did so sign said instrument in the name and upon behalf of said limited liability company as such officer and by authority of a resolution of its members; and that the same is his free act and deed as such officer and the free and corporate act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Barbara L Brown  
Notary Public

My Commission Expires: Feb. 23, 2008  
County of Residence: FRANKLIN

STATE OF OHIO,  
COUNTY OF FRANKLIN, SS:

On this 17<sup>TH</sup> day of July 2006, before me, a Notary Public in and for said County and State, personally appeared J. David Karam, II, with whom I am personally acquainted, known to me to be the person who as President of Cedar Real Co., Ltd., which executed the foregoing instrument, signed the same, and acknowledged to me that he did so sign said instrument in the name and upon behalf of said limited liability company as such officer and by authority of a resolution of its members; and that the same is his free act and deed as such member and the free and corporate act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Barbara L Brown  
Notary Public

My Commission Expires: Feb. 23, 2008  
County of Residence: FRANKLIN



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STATE OF OHIO,  
COUNTY OF FRANKLIN, SS:

On this 17<sup>TH</sup> day of July, 2006, before me, a Notary Public in and for said County and State, personally appeared J. David Karam, II, with whom I am personally acquainted, known to me to be the person who as Vice President of Syrus, Ltd. which executed the foregoing instrument, signed the same, and acknowledged to me that he did so sign said instrument in the name and upon behalf of said limited liability company as such officer and by authority of a resolution of its members; and that the same is his free act and deed as such officer and the free and corporate act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Barbara L Brown  
Notary Public

My Commission Expires: Feb 23, 2008  
County of Residence: Franklin

STATE OF OHIO,  
COUNTY OF FRANKLIN, SS:

On this 17<sup>TH</sup> day of July, 2006, before me, a Notary Public in and for said County and State, personally appeared J. David Karam, II, with whom I am personally acquainted, known to me to be the person who as President of Seawend, Ltd. which executed the foregoing instrument, signed the same, and acknowledged to me that he did so sign said instrument in the name and upon behalf of said company as such officer and by authority of a resolution of its members; and that the same is his free act and deed as such officer and the free and corporate act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Barbara L Brown  
Notary Public

My Commission Expires: Feb 23, 2008  
County of Residence: Franklin



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STATE OF OHIO,  
COUNTY OF FRANKLIN, SS:

On this 17<sup>th</sup> day of July 2006, before me, a Notary Public in and for said County and State, personally appeared J. David Karam, II, with whom I am personally acquainted, known to me to be the person who as President of Cedar Enterprises, Inc. which executed the foregoing instrument, signed the same, and acknowledged to me that he did so sign said instrument in the name and upon behalf of said corporation as such officer and by authority of a resolution of its officers; and that the same is his free act and deed as such officer and the free and corporate act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Barbara L Brown  
Notary Public

My Commission Expires Feb 23, 2008  
County of Residence: FRANKLIN

STATE OF OHIO,  
COUNTY OF FRANKLIN, SS:

On this 17<sup>th</sup> day of July 2006, before me, a Notary Public in and for said County and State, personally appeared J. David Karam, II, with whom I am personally acquainted, known to me to be the person who as President of Trident Foods, Ltd. which executed the foregoing instrument, signed the same, and acknowledged to me that he did so sign said instrument in the name and upon behalf of said company as such officer and by authority of a resolution of its members; and that the same is his free act and deed as such officer and the free and corporate act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Barbara L Brown  
Notary Public

My Commission Expires Feb 23, 2008  
County of Residence: FRANKLIN



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STATE OF OHIO,  
COUNTY OF FRANKLIN, SS:

On this 17<sup>TH</sup> day of July 2006, before me, a Notary Public in and for said County and State, personally appeared J. David Karam, II, with whom I am personally acquainted, known to me to be the person who as President of Wendy's of Las Vegas, Inc. which executed the foregoing instrument, signed the same, and acknowledged to me that he did so sign said instrument in the name and upon behalf of said corporation as such officer and by authority of a resolution of its officers; and that the same is his free act and deed as such officer and the free and corporate act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Barbara L Brown  
Notary Public

My Commission Expires: Feb. 23, 2008  
County of Residence: FRANKLIN

STATE OF OHIO,  
COUNTY OF FRANKLIN, SS:

On this 17<sup>TH</sup> day of July 2006, before me, a Notary Public in and for said County and State, personally appeared J. David Karam, II, with whom I am personally acquainted, known to me to be the person who as President of Wendy's of San Antonio, Inc. which executed the foregoing instrument, signed the same, and acknowledged to me that he did so sign said instrument in the name and upon behalf of said corporation as such officer and by authority of a resolution of its officers; and that the same is his free act and deed as such officer and the free and corporate act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Barbara L Brown  
Notary Public

My Commission Expires: Feb. 23, 2008  
County of Residence: FRANKLIN



**SCHEDULE I**  
**LIST OF LOAN DOCUMENTS**

First Amendment to Loan Agreement (dated 7/17/03) and replacement notes		
\$60,000.00 Note		
\$15,000.00 Note		
Loan Agreement		
UCC Financing Statements filed with Ohio Secretary of State (Ohio Entities) and Texas Secretary of State (Texas Entity)		
<b>DEBTOR:</b>	<b>Recording Date</b>	<b>Document No.</b>
Trident Foods, Ltd. and; Trident Foods, Inc.	4/17/03	OH000624737792
Seawend, Ltd. and; Cedar Enterprises, Inc.	4/17/03	OH000624737247
Cedar of New England, Ltd.	4/17/03	OH00062474471
Wendy's of Las Vegas, Inc. and; Cedar Real Co, Ltd.	4/17/03	OH00062474704
Syrus, Ltd.	4/17/03	OH00062475261
Wendy's of San Antonio, Inc.	4/15/03	03-0024321671

**Connecticut specific documents (Borrower: CONE- Cedar of New England)**

The following original recorded documents are in the binder tabbed by City:

\*Actual Recorded Document Titles as follows:

- Amended and Restated Open-End Mortgage, Assignment of Rents and Security Agreement (Fee Simple)
- Amended and Restated Open-End Mortgage, Assignment of Rents and Security Agreement (Leasehold)
- Assignment of Lessor's Interest in Lease
- Assignment of Lessee's Interest in Lease
- UCC Financing Statement

City/Town	Document *	Recording Date	Book	Page
City of Hartford, Hartford County	Lease Mortgage	4-8-03 at 2:46pm	Document No. 4656	
	Assgn Lessee Int	4-8-03	Document No. 4657	
	UCC	4-8-03	Document No. 4658	
Town of Manchester, Hartford County	Lease Mortgage	4-7-03 at 1:37 pm	2610	31
	Assgn Lessee Int	4-7-03	2610	104
	UCC	4-7-03	2610	97
Town of Enfield, Hartford County	Lease Mortgage	4-8-03 at 10:44 am	1647	198
	Assgn Lessee Int	4-8-03	1647	271
	UCC	4-8-03	1647	264
Town of Windsor Locks, Hartford County	Lease Mortgage	4-8-03 at 10:58 am	300	434
	Assgn Lessee Int	4-8-03	300	507
	UCC	4-8-03	300	500
Town of Newington, Hartford County	Lease Mortgage	4-8-03 at 3:41 pm	1662	123
	Assgn Lessee Int	4-8-03	1662	196
	UCC	4-8-03	1662	189
Town of West Hartford; and	Fee Mortgage	4/7/03 at 3:57 pm	3157	174
	Assgn Lessor's Int	4/7/03	3157	209



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	UCC	4/7/03	3157	203
Town of Farmington	Fee Mortgage	4/7/03 at 3:32 pm	746	398
	Assgn Lessor's Int	4/7/03	746	433
	UCC	4/7/03	746	427
Town of East Hartford	Fee Mortgage	4-8-03 at 2:06 pm	2213	1
	Assgn Lessor's Int	4-8-03	2213	36
	UCC	4-8-03	2213	30
Town of Bloomfield, Hartford County	Lease Mortgage	4-7-03 at 4:31 pm	1037	231
	Assgn Lessee Int	4-7-03	1037	305
	UCC	4-7-03	1037	297
Town of Southington, Hartford County	Lease Mortgage	4-7-03 at 2:20 pm	893	680
	Assgn Lessee Int	4-7-03	893	739
	UCC	4-7-03	893	732

City of Middletown, Middlesex County	Lease Mortgage	4-8-03 at 9:32 am	1362	580
	Assgn Lessee Int	4-8-03	1362	653
	UCC	4-8-03	1362	646
Town of Wallingford, New Haven County	Lease Mortgage	4-8-03 at 12:20 pm	1082	430
	Assgn Lessee Int	4-8-03	1082	502
	UCC	4-8-03	1082	496
Town of North Haven, New Haven County	Lease Mortgage	4-8-03 at 12:00 pm	633	478
	Assgn Lessee Int	4-8-03	633	551
	UCC	4-8-03	633	544
Town of Hamden, New Haven County	Lease Mortgage	4-8-03 at 12:00 pm	2436	1
	Assgn Lessee Int	4-8-03	2436	74
	UCC	4-8-03	2436	67
Town of Derby, New Haven County	Lease Mortgage	4-8-03 at 1:50 pm	335	213
	Assgn Lessee Int	4-8-03	335	286
	UCC	4-8-03	335	279
Town of Groton, New London County	Lease Mortgage	4-8-03 at 1:54 pm	812	339
	Assgn Lessee Int	4-8-03	812	412
	UCC	4-8-03	812	405
Town of Norwich, New London County	Lease Mortgage	4-8-03 at 1:11 pm	1761	93
	Assgn Lessee Int	4-8-03	1761	159
	UCC	4-8-03	1761	166
Town of Meriden, New Haven County	<i>(intentionally deleted - this unit was removed from the collateral pool)</i>			
Town of Cromwell, Middlesex County	Lease Mortgage	4-8-03 at 12:31 pm	0914	203
	Assgn Lessee Int	4-8-03	0914	276
	UCC	4-8-03	0914	269



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**Indiana specific documents (Borrower: TFL – Trident Foods, Ltd.)**

Original recorded documents are in the binder tabbed by County:

\*Actual Recorded Document Titles as follows:

- a. Amended and Restated Mortgage, Assignment of Rents, and Security Agreement (Fee Simple Mortgage)
- b. Amended and Restated Mortgage, Assignment of Rents, and Security Agreement (Leasehold Mortgage)
- c. Assignment of Lessor's Interest in Lease
- d. Assignment of Lessee's Interest in Lease
- e. UCC Financing Statement

County	Document *	Recording Date	Instrument No.
Boone	Fee Mortgage	4/17/03 at 1:10pm	0306788
	Assgn Lessor's Int	4/17/03	0306787
	UCC	4/23/03	0307168/ 70383
Hamilton	Fee Mortgage	4/22/03 at 9:07am	200300037748
	Assgn Lessor's Int	4/22/03	200300037747
	UCC	4/21/03	2003-037265/ 200301000368
Marion	Fee Mortgage	4/17/03 at 12:25pm	2003-0081882
	Assgn Lessor's Int	4/17/03	2003-0081879
	UCC	4/21/03	00140
Marion	Lease Mortgage	4/17/03 at 12:25pm	2003-0081881
	Assgn Lessee's Int	4/17/03	2003-0081880
	UCC	4/21/03(Duplicate)	00140

**Nevada specific documents (Borrower: WOLV - Wendy's of Las Vegas)**

Original recorded documents are in the binder tabbed by County:

\*Actual Recorded Document Titles as follows:

- a. Amended and Restated Deed of Trust, Assignment of Rents and Security Agreement (Fee-Nevada)
- b. Amended and Restated Deed of Trust, Assignment of Rents and Security Agreement (Leasehold-Nevada)
- c. Assignment of Lessor's Interest in Lease
- d. Assignment of Lessee's Interest in Lease (except none in WA)
- e. UCC Financing Statement

Tab #	Unit	County	Document *	Recording Date	Book	Document
1	All Nevada Sites	Clark	Fee Mortgage	4/15/03 at 9:12 am	20030415	00591
			Assign Lessor's Int.	4/15/03	20030415	00593
			Lease Mortgage	4/15/03 at 9:12 am	20030415	00592
			Assign Lessee Int.	4/15/03	20030415	00594
			UCC	4/14/03	20030418	00376



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**Texas specific documents (Borrower: WOSA – Wendy's of San Antonio)**

The following original recorded documents are in the binder tabbed by County:

\*Actual Recorded Document Titles as follows:

- a. Amended and Restated Deed of Trust, Assignment of Rents and Leases, Security Agreement (Fee)
- b. Assignment of Lessor's Interest in Lease
- c. Amended and Restated Deed of Trust, Assignment of Rents and Leases, Security Agreement (Leasehold)
- d. Assignment of Lessee's Interest in Lease
- e. UCC Financing Statement

City/Town	Document	Recording Date	Vol.	Page	Document No.
Bexar	Fee Mortgage	4/9/03 at 4:29 pm	9943	1510	20030087291
	Assign Lessor's Int	4/9/03	9943	1602	20030087293
	UCC	4/22/03	9965	1052	20030097865
Bexar	Lease Mortgage	4/9/03 at 4:29 pm	9943	1564	20030087292
	Assign Lessee's Int	4/9/03	9943	1627	20030087294
	UCC (Duplicate)	4/22/03	9965	1052	20030097865
Comal	Lease Mortgage	4/11/03 at 10:51 am	n/a	n/a	200306012889
	Assign Lessee's Int	5/14/03	n/a	n/a	200306017349
	UCC	4/22/03	n/a	n/a	200306014181
Guadalupe	Fee Mortgage	4/11/03 at 2:55 pm	1829	480	07172
	Assign Lessor's Int	4/11/03	1829	534	07173
	UCC	4/21/03	1832	028	07628
Hayes	Fee Mortgage	4/9/03 at 12:43 pm	2194	81	3010628
	Assign Lessor's Int	4/9/03	2194	135	3010627
	UCC	4/22/03	2201	539	3011941
Kendall	Fee Mortgage	4/9/03 at 4:51 pm	785	471	00171359
	Assign Lessor's Int	4/9/03	785	525	00171360
	UCC	4/17/03	787	134	00171656

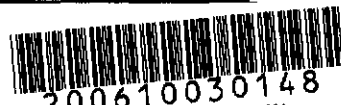
**Washington specific documents (Borrower: SWL – Seawend, Ltd.)**

The following original recorded documents are in the binder tabbed by County:

\*Actual Recorded Document Titles as follows:

- a. Amended and Restated Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing (Fee)
- b. Amended and Restated Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing (Leasehold)
- c. Assignment of Lessor's Interest in Lease (Please Note: There was no Assignment of Lessee's Interest in Lease in WA)
- d. UCC

COUNTY	DOCUMENT	RECORDING DATE	RECORDING NO.
Clallum	Lease Mortgage	4/15/03 at 9:28 am	2003 1106111
	UCC2	5/9/03	20031107624
Island	Lease Mortgage	4/28/03 at 1:01 pm	4056494
	UCC2	5/5/03	4057657
King	Fee Mortgage	4/8/03 at 14:36	20030408002311
	Assign Lessor's Int	4/8/03 at 14:36	20030408002312
King	Lease Mortgage	4/8/03 at 14:36	20030408002313
	UCC2		
Kitsap	Fee Mortgage	4/8/03 at 1:21 pm	200304080358



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	Assign Lessor's Int	4/8/03	200304080359
	UCC-2	5/6/03	200305060351
Skagit	Lease Mortgage	4/16/03 at 11:39 am	200304160107
	UCC2	5/6/03	200305060035
Snohomish	Fee Mortgage	4/8/03 at 4:09 pm	200301081083
	Assign Lessor's Int	4/8/03	200301081084
Snohomish	Lease Mortgage	4/15/03 at 9:45 am	200304150567
	UCC2		
Whatcom	Fee Mortgage	4/9/03 at 10:51 am	2030401878
	Assign Lessor's Int	4/9/03	2030401879
	UCC	5/5/03	2030501050



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EXHIBIT 'A'

SWL 19  
1560 South Burlington Road  
Burlington, WA 98233  
L & B Lease  
Sea Wend, Ltd.

The land referred to is in the State of Washington, County of Skagit, and is described as follows:

Tract 'C' "Plat of K-Mart Commercial Park" as per plat recorded in Volume 14 of plats, pages 126 and 127, records of Skagit County, Washington.



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SWL 19  
1560 South Burlington Rd.  
Burlington, WA 98233  
L & B Lease  
SeaWend, Ltd.

**EXHIBIT A  
LEGAL DESCRIPTION**

Property know as 1560 South Burlington Rd., Burlington, Skagit County, Washington



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