

SENT Co. 539096
STATE OF ILLINOIS
COUNTY OF COOK

E 464033 B 0626 P 335
Date 14-JUN-2004 12:06pm
Fee: 112.00 Charge 387
MERLENE MOSHER, Recorder
Filed By PL
For SOUTH EASTERN UTAH TITLE COMPA
GRAND COUNTY CORPORATION

ASSIGNMENT AND ASSUMPTION OF LOANS,
LOAN DOCUMENTS, AND COLLATERAL

THIS ASSIGNMENT AND ASSUMPTION OF LOANS, LOAN DOCUMENTS, AND COLLATERAL (this "Assignment") is made as of the 29th day of March, 2004, by and between FLEET BUSINESS CREDIT, LLC (f/k/a Sanwa Business Credit Corporation) ("Assignor"), WENDY'S OF COLORADO SPRINGS, INC., a Colorado corporation, TRIWEST RESTAURANTS, LLC, an Arizona limited liability company, HOLLAND BUERK ENTERPRISES, INC., an Ohio corporation, HOLLAND REAL ESTATE, LLC, a Colorado limited liability company, and RICHARD W. HOLLAND, an individual resident of the State of Colorado, GREAT WESTERN RESTAURANTS, INC., a Colorado corporation, WCS, INC., a Colorado corporation, and HOLLAND EAST, INC., a Colorado corporation, GC POWERS, LLC, a Colorado limited liability company, collectively, in their respective capacities as borrower and/or guarantor, as the case may be (in either event, collectively called "Borrower"), and BANK OF AMERICA, N.A., a national banking association ("Assignee");

WITNESSETH: That,

WHEREAS, Assignor desires to transfer and assign, and Lender agrees to accept and assume, the rights and obligations of Assignor, as "Lender" (collectively, the "Obligations") (i) in to, and under those certain loans and loan documents (collectively, the "Loans"; collectively the "Loan Documents") entered into from time to time by and between Borrower and Assignor with respect to certain loans, and Assignor and General Electric Capital Business Asset Funding Group collectively with respect to certain other loans; all as more particularly described in the loan schedule attached hereto as Schedule I, and by this reference made a part hereof (the "Loan Schedule"), and (ii) and any and all rights, title and security interest of Assignor in and to: (a) those certain improved tracts of real property owned and/or leased by Borrower and operated as Wendy's Restaurants, Golden Corrals and an office building as more particularly described on Exhibit "A", attached hereto and by this reference made a part hereof (collectively, the "Collateral Locations"), (b) any and all furniture, fixtures, equipment, signage and other personal property (the "Equipment"), and (c) any other collateral securing the Loans (all of which is hereinafter collectively called the "Collateral"); and

WHEREAS, Assignor and Assignee have entered into this Assignment for purposes of effectuating the above-described assignment and assumption of the Loans, the Loan Documents, and the Collateral;

NOW THEREFORE, for and in consideration of: (i) Borrower's payment to Assignor of the "Assignment Fee" (hereinafter defined), (ii) Assignee's payment to Assignor of the "Payoff Sum" (hereinafter defined), the covenants made herein, the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties intending to be legally bound hereby, agree as follows:

1. ASSIGNMENT AND ASSUMPTION OF LOANS, LOAN DOCUMENTS, AND COLLATERAL.

1.1 Terms Defined. The following terms shall have the following meanings:

- a. "Assignment Fee" shall mean and refer to a sum equal to \$475,000 to be paid by Borrower to Assignor contemporaneously with the execution and delivery of this Assignment.
- b. "Payoff Sum" shall mean and refer to an aggregate sum of principal plus accrued interest equal to \$33,405,274.37, calculated in accordance with the terms and conditions of Schedule II, attached hereto and by this reference made a part hereof.

1.2 Assignment. Assignor hereby assigns, transfers, sets over and conveys absolutely [WITHOUT RECOURSE and WITHOUT WARRANTY] unto Assignee, (i) the Loans, the Loans Documents, and Assignor's rights, title, and security interests in and to the Collateral, and (ii) the Obligations of Assignor, as "Lender" under the Loans and Loan Documents.

1.3 Assumption. By its execution hereof, Assignee hereby (i) accepts the assignment set forth in Section 1.2 hereof, and (ii) assumes, and is deemed to have assumed, (a) the Loans and the Loan Documents described on Schedule I, attached hereto, and any and all of Assignor's rights, title and interests thereunder, (b) Assignor's rights, title and secured interests in and to the Collateral, and (b) the Obligations of Assignor thereunder.

1.4 Payments of Assignment Fee and Payoff Sum. On March 29, 2004, the following payments shall be made by the parties as follows:

- a. Assignee shall pay to Assignor the Payoff Sum.
- b. Assignor shall initiate an ACH Debit which shall, effective April 1, 2004, debit Borrower's bank account held with Assignor, on account of, and in satisfaction of, principal and interest due on the Loans through April 1, 2004 (the "April Installment"). In consideration of Assignor having received the Payoff Sum, Assignor shall immediately wire transfer to Assignee the full amount of the April Installment received by it via the ACH Debit, and Assignee shall apply the same to Borrower's Loans which shall then be owned and held by Assignee, effective as of March 29, 2004.
- c. Borrower shall pay to Assignor the Assignment Fee.
- d. Payments made by Borrower and Assignee to Assignor shall be made via wire transfer pursuant to the following wire transfer instructions:

FLEET NATIONAL BANK
777 MAIN STREET

E 464033 B 0626 P 336

HARTFORD, CT 06115
ABA: 011900571
ACCOUNT # 9370015307
FOR THE CREDIT OF: FLEET BUSINESS CREDIT
REF: 73134 (Wendy's of Colorado Springs, Richard Holland, etc. – See
Schedule I for list of Notes.

e. Assignor's payment to Assignee of the April Installment shall be made via wire transfer pursuant to the following wire transfer instructions:

BANK OF AMERICA, N.A.
Tampa FL
ABA #026009593
Beneficiary: Specialized Loan Support
Acct. #1366210004025
Re: Wendy's of Colorado Springs
Special Instructions: Contact Albert Chever when funds are rec'd.
Phone: 404-607-5842

1.5 Interest Rate under Assumed Loans. From and after March 29, 2004, unless otherwise modified, interest shall accrue on the Loans assumed by Assignee at a floating rate of interest calculated in accordance with the terms and conditions of Article 9 of that certain Loan and Security Agreement dated April 9, 2002, by and between Borrower, Assignee and the "Guarantors" defined therein, as the same has been amended from time to time.

2. REPRESENTATIONS OF ASSIGNOR AND ASSIGNEE. Assignor and Assignee hereby represent and warrant each to the other as follows:

2.1 Assignor's Representations and Warranties. Assignor hereby represents and warrants to Assignee as follows:

a. Assignor has (i) or shall execute(d) and deliver(d) any and all documentation necessary to legally and properly effect the assignment and assumption of the Loans, the Loan Documents and the Collateral contemplated in this Assignment, and (ii) the power and authority to enter into this Assignment and to perform the obligations set forth herein, all of which is binding upon Assignor.

b. Each of the Loans, and each of the Loan Documents are in full force and effect as set forth in Schedule I, attached hereto, and unmodified as except as expressly set forth in such Schedule. Schedule I is a complete list of all Loans and Loan Documents being assigned and assumed. Assignor has good title to the Loan, the Loan Documents, and the Collateral secured thereby.

c. To the knowledge of Assignor, no monetary default exists as of the date hereof under the Loans, nor the Loan Documents.

d. Assignor will execute and deliver to Assignee any and all documentation necessary to affect the assignment of the Loan, the Loan Documents, and the Assignor's security interests in the Collateral, including, without limitation, any required amendments to the recorded collateral security documents, such as UCC Financing Statements, if any.

2.2 Assignee's Representations and Warranties: (i) From and after the date hereof, Assignee shall satisfy and fulfill the Obligations of Assignor under the Loan and Loan Documents, and, (ii) Assignee has the power and authority to enter into this Agreement and to satisfy and perform the Obligations set forth herein and in the Loan Documents.

3. NO RELEASE OF BORROWER; NO NOVATION. Except as expressly set forth below, this Assignment shall not constitute, or operate as, a waiver or release of any of the provisions, conditions, obligations, liabilities or agreements binding upon the Borrower and set forth in the Loan Documents, nor shall it constitute or be deemed to constitute a novation of any of the Loan Documents, including any and all notes, or as a restatement of the indebtedness evidenced thereby or by the Loan Documents. Notwithstanding the foregoing, Assignor, Assignee and Borrower all hereby acknowledge and agree, that upon Borrower's payment to Assignor of the Assignment Fee, no additional prepayment or assignment fees, penalties or charges whatsoever will be do and owing in connection with this Assignment of the Loans, Loan Documents and the Collateral to Assignee, Assignee hereby waiving any such prepayment rights.

4. COUNTERPART. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of such counterparts shall constitute one and the same document.

5. POST CLOSING MATTERS

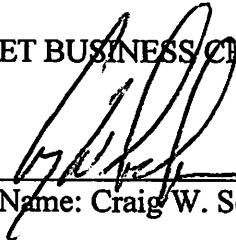
5.1 Post Closing Payments. Each of the parties hereto, covenants and agrees promptly to remit to the other, as applicable, any payments incorrectly received by such party with respect to the Loans, the Loan Documents or the Collateral from and after the date hereof.

5.2 Post Closing Documents/Due Diligence. The parties hereto hereby agree that they have used best efforts to compile complete lists of the Loans, the Loan Documents and the Collateral, all of which is the subject of this Assignment. Notwithstanding the foregoing, the parties hereto acknowledge that adjustments may need to be made as to the exclusion and/or inclusion of certain other Loans, Loan Documents and Collateral, and each of the parties hereby agree to execute and deliver any and all documentation necessary to correctly complete the assignment of all Loans, Loan Documents and Collateral entered into by and between Assignor and Borrower.

IN WITNESS WHEREOF, Assignor, Assignee, and Borrower acting by and through their respective duly authorized officers and members, have executed this Assignment under seal as of the date and year first above written.

ASSIGNOR:

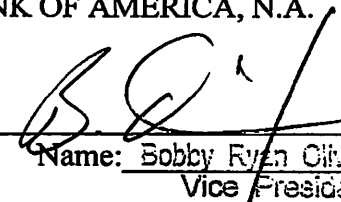
FLEET BUSINESS CREDIT, LLC,

By: 
Name: Craig W. Schnur, Vice President

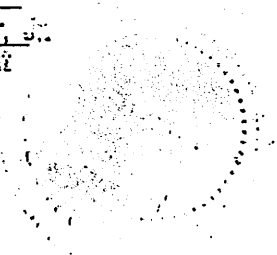
[COMPANY SEAL]

ASSIGNEE:

BANK OF AMERICA, N.A.

By: 
Name: Bobby Ryan Oliver, Jr.
Vice President

[BANK SEAL]



BORROWER:

WENDY'S OF COLORADO SPRINGS,
INC., a Colorado corporation

By: [Signature]
Name: Thomas Reardon
[CORPORATE SEAL]

TRIWEST RESTAURANTS, LLC,
an Arizona limited liability company

By: [Signature]
Name: Thomas Reardon
Title: Manager
[COMPANY SEAL]

HOLLAND BUERK ENTERPRISES, INC.,
an Ohio corporation

By: [Signature]
Name: Thomas Reardon
Title: Vice President
[CORPORATE SEAL]

HOLLAND REAL ESTATE, LLC,
a Colorado limited liability company

By: [Signature]
Name: Thomas Reardon
Title: Manager
[COMPANY SEAL]

By: [Signature] [SEAL]
RICHARD W. HOLLAND

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GREAT WESTERN RESTAURANTS,
INC., a Colorado corporation

By: *[Signature]*
Name: Thomas Reimann
Title: Vice President

[CORPORATE SEAL]

GC POWERS, LLC, a Colorado limited
liability company

By: *[Signature]*
Name: Thomas Reimann
Title: Manager

[COMPANY SEAL]

WCS, INC., a Colorado corporation

By: *[Signature]*
Name: Thomas Reimann
Title: Vice President

[CORPORATE SEAL]

HOLLAND EAST, INC., a Colorado
corporation

By: *[Signature]*
Name: Thomas Reimann
Title: Vice President

[CORPORATE SEAL]

STATE OF Illinois)

_____)ss.

COUNTY OF Cook)

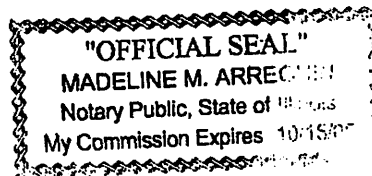
On the 26 day of March, 2004, personally appeared before me
Chris W. Schwan, who being by me duly sworn did say that he is the
Vice President of Fleet Business Credit, LLC, and that the foregoing instrument was
signed on behalf of said corporation by authority of a resolution of its Board of Directors, and
said Chris W. Schwan acknowledged to me that said corporation executed
the same.

Madeline M. Arreola

NOTARY PUBLIC

My Commission Expires: 10-15-05

Residing at: Wynnewood, Illinois



STATE OF Ma)

_____)ss.

COUNTY OF DeKalb

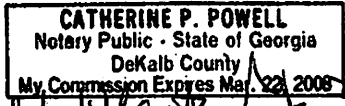
On the 29 day of March, 2004, personally appeared before me
Bohupur N. Oliver, who being by me duly sworn did say that he is the
N of Bank of America, N.A. and that the foregoing instrument was signed
on behalf of said corporation by authority of a resolution of its Board of Directors, and said
Bohupur N. Oliver acknowledged to me that said corporation executed the
same.

Catherine P. Powell

NOTARY PUBLIC

My Commission Expires:

Residing at: 1199 Oxford St Atlanta Ga 30306



STATE OF Colorado)

_____)ss.

COUNTY OF El Paso)

On the 29 day of March, 2004, personally appeared before me
Thomas Reinhard, who being by me duly sworn did say that he is the
Vice President of Wendy's of Colorado Springs, Inc. and that the foregoing instrument
was signed on behalf of said corporation by authority of a resolution of its Board of Directors,
and said _____ acknowledged to me that said corporation
executed the same.

Connie E Bishop

NOTARY PUBLIC

CONNIE E. BISHOP
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 04-15-2005

My Commission Expires: April 15 2005

Residing at: 1515 N. Academy Blvd #400, Colo. Springs CO 80909

STATE OF Colorado)

_____)ss.

COUNTY OF El Paso)

On the 29 day of March, 2004, personally appeared before me
Thomas Reinhard, who being by me duly sworn did say that he is the
Manager of Triwest Restaurants, LLC and that the foregoing instrument was
signed on behalf of said corporation by authority of a resolution of its Board of Directors, and
said _____ acknowledged to me that said corporation executed
the same.

Connie E Bishop

NOTARY PUBLIC

CONNIE E. BISHOP
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 04-15-2005

My Commission Expires: April 15 2005

Residing at: 1515 N. Academy Blvd #400
Colorado SPS CO 80909

STATE OF Colorado)

_____)ss.

COUNTY OF EL PASO)

On the 26th day of March, 2004, personally appeared before me
Thomas Reinhard, who being by me duly sworn did say that he is the
Vice President of Holland Buerk Enterprises, Inc. and that the foregoing instrument
was signed on behalf of said corporation by authority of a resolution of its Board of Directors,
and said _____ acknowledged to me that said corporation
executed the same.

Connie E. Bishop

NOTARY PUBLIC

CONNIE E. BISHOP
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 04-15-2005

My Commission Expires: April 15 2005

Residing at: 1515 N. Academy Blvd. #400, Colorado Spgs CO 80909

STATE OF Colorado)

_____)ss.

COUNTY OF EL PASO)

On the 26th day of March, 2004, personally appeared before me
Thomas Reinhard, who being by me duly sworn did say that he is the
MANAGER of Holland Real Estate, LLC and that the foregoing instrument was
signed on behalf of said corporation by authority of a resolution of its Board of Directors, and
said _____ acknowledged to me that said corporation executed
the same.

Connie E. Bishop

NOTARY PUBLIC

CONNIE E. BISHOP
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 04-15-2005

My Commission Expires: April 15 2005

Residing at: 1515 N. Academy Blvd #400, Colorado Spgs CO 80909

Individual Notary for Richard W. Holland

STATE OF Colorado)

_____)ss.

COUNTY OF El Paso)

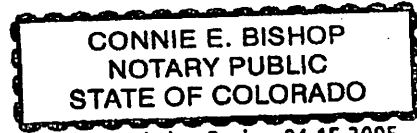
March 26, 2004

The foregoing instrument was acknowledged before me this (date) by (person acknowledging, title or representative capacity, if any). Connie E. Bishop

(Signature of Person Taking Acknowledgment) Connie E Bishop

(Title)

(Seal)



My Commission Expires: April 15 2005

Residing at: 1515 N. Academy Blvd #400, Colorado Springs CO 80909 CEB

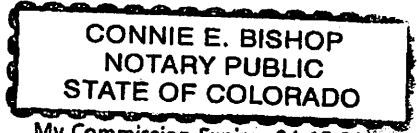
STATE OF Colorado)

_____)ss.

COUNTY OF El Paso)

On the 26th day of March, 2004, personally appeared before me Thomas Reinhard, who being by me duly sworn did say that he is the Vice President of Great Western Restaurants, Inc. and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, and said _____ acknowledged to me that said corporation executed the same.

Connie E Bishop
NOTARY PUBLIC



My Commission Expires: April 15 2005

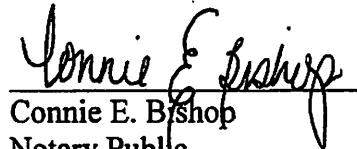
Residing at: 1515 N. Academy Blvd #400, Colorado Springs CO 80909

Individual Notary for Richard W. Holland

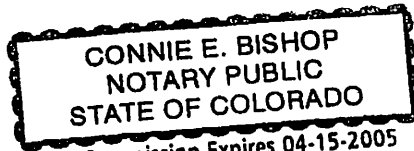
STATE OF COLORADO

COUNTY OF EL PASO

The foregoing instrument was acknowledged before me this the 26th day of March by Richard W. Holland, individually.



Connie E. Bishop
Notary Public



My Commission Expires: April 15, 2005

Residing at:

1515 N. Academy Blvd. Suite 400, Colorado Springs, CO 80909

21 1/2

STATE OF Colorado)

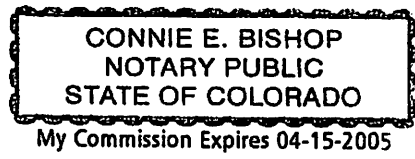
_____)ss.

COUNTY OF El Paso)

On the 26th day of March, 2004, personally appeared before me
Thomas Reinhard, who being by me duly sworn did say that he is the
Manager of GC Powers, LLC and that the foregoing instrument was signed on
behalf of said corporation by authority of a resolution of its Board of Directors, and said
_____ acknowledged to me that said corporation executed the
same.

Connie E. Bishop

NOTARY PUBLIC



My Commission Expires: April 15 2005

Residing at: 1515 N. Academy Blvd #400, Colorado Spgs CO 80909

STATE OF Colorado)

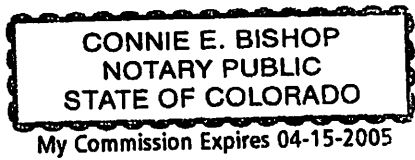
_____)ss.

COUNTY OF El Paso)

On the 26th day of March, 2004, personally appeared before me
Thomas Reinhard, who being by me duly sworn did say that he is the
Vice President of WCS, Inc. and that the foregoing instrument was signed on behalf of
said corporation by authority of a resolution of its Board of Directors, and said
_____ acknowledged to me that said corporation executed the
same.

Connie E. Bishop

NOTARY PUBLIC



My Commission Expires: April 15 2005

Residing at: 1515 N. Academy Blvd #400
Colorado Spgs CO 80909

STATE OF Colorado)

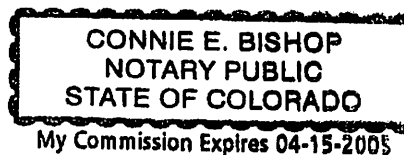
_____)ss.

COUNTY OF El Paso)

On the 26th day of March, 2004, personally appeared before me
Thomas Reinhard, who being by me duly sworn did say that he is the
Vice President of Holland East, Inc. and that the foregoing instrument was signed on
behalf of said corporation by authority of a resolution of its Board of Directors, and said
_____ acknowledged to me that said corporation executed the
same.

Connie E. Bishop

NOTARY PUBLIC



My Commission Expires: April 15 2005

Residing at: 1515 N. Academy Blvd #400
Colorado Spgs CO 80909

EXHIBIT "A"
PROPERTY LISTING

Entity	Store #	Property	County	Property Type
WCS	201	1104 E. Fillmore St., Colorado Springs, CO		Fee
WCS	202	222 N. Wahsatch Ave, Colorado Springs, CO		Fee
WCS	203	3704 N. Academy Blvd, Colorado Springs, CO		Fee
WCS	204	2818 East Platte Ave, Colorado Springs, CO		Lease
WCS	205	1541 S. Nevada Ave, Colorado Springs, CO		Fee
WCS	206	3036 West Colorado Ave, Colorado Springs, CO	1	Fee
WCS	207	8080 N. Academy Blvd., Colorado Springs, CO		Lease
WCS	208	1910 S. Academy Blvd., Colorado Springs, CO		Fee
WCS	209	705 Garden of the Gods, Colorado Springs, CO		Lease
WCS	210	799 Gold Hill Place, Woodland Park, CO		Lease
WCS	211	6464 S. Highway 85-87, Colorado Springs, CO		Fee
WCS	212	2515 Montebello Drive West, Colorado Springs, CO	3	Lease
WCS	213	256 East Bennett Avenue, Cripple Creek, CO 80813	2	Closed
WCS	214	5810 Palmer Park Blvd, Colorado Springs, CO	3	Lease
WCS	215	Rangewood and Woodmen, Colorado Springs, CO	3	Lease
WCS	216	3905 East San Miguel St., Colorado Springs, CO	4	Lease
WCS	221	875 Kinner Street, Castle Rock, CO		Fee
WCS	222	I-25, Castle Rock, CO	5	L.Lease
WCS	231	3406 N. Elizabeth St, Pueblo, CO		Fee
WCS	232	3320 W. Northern Ave, Pueblo, CO		Fee
WCS	233	1659 Santa Fe Drive, Pueblo, CO	6	Fee
WCS	234	602 N. Santa Fe Drive, Pueblo, CO	7	L.Lease
WCS	235	1005 Bonforte, Pueblo, CO	8	Fee
WCS	236	7 Walmart Way, LaJunta, CO		Fee
WCS	237	Purcell, Pueblo West, Co	3	Lease
WCS	251	Hwy 40 and Anglers, Steamboat, CO	9	Lease
WCS	252	Craig, Colorado		Fee
WCS	261	1820 East Main, Farmington NM		Fee
WCS	262	4903 A E. Main Street, Farmington, NM		Fee
WCS	263	1305 W. Aztec Blvd, Aztec, NM		Fee
WCS	264	South Farmington	4	Lease
WCS	271	1101 Royal Gorge Blvd., Canon City, CO		Fee
WCS	273	Alamosa Walmart, Alamosa, CO		Fee
WCS	279	2516 Broadway, Grand Junction, CO		Fee
WCS	280	101 Main Street, Delta, CO	10	L.Lease
WCS	281	1840 Main Ave, Durango, CO		Fee
WCS	282	221 E. Main, Cortez, CO		Fee
WCS	283	260 N. Main St, Moab, UT		Fee
WCS	284	403 Jurassic Ave, Fruita, CO	11	L.Lease
WCS	285	3207 Hwy 6 & 24, Clifton, CO		Fee
WCS	286	7501/2 Horizon Dr, Grand Junction, CO	12	L.Lease
WCS	287	2010 North Ave, Grand Junction, CO		Fee
WCS	288	2430 Highway 6 & 50, Mesa Mall, Grand Junction		Lease
WCS	289	2340 S. Townsend, Montrose, CO		Fee

WCS	291	520 Mountain View Rd, Rapid City, SD		Fee
WCS	292	701 E. North St, Rapid City, SD		Fee
WCS	293	751 Cathedral Drive, Rapid City, SD	13	L.Lease
WCS	295	I-80, Rapid City, SD	14	Fee
Triwest	401	3171 E. Valencia Rd, Tucson, AZ		Fee
Triwest	402	4011 E. Grant, Tucson, AZ		Fee
Triwest	403	7860 E. Wrightstown, Tucson, AZ		Fee
Triwest	404	4301 N. Oracle, Tucson, AZ		Lease
Triwest	405	3780 W. Orange Grove, Marana, AZ		Fee
Triwest	406	5391 E. Speedway, Tucson, AZ		Fee
Triwest	409	1602 W. St. Mary's, Tucson, AZ		Lease
Triwest	410	6961 E. Broadway, Tucson, AZ		Lease
Triwest	411	1540 W. Valencia Rd., Tucson, AZ		Fee
Triwest	412	5639 W. Cortaro Farms Rd, Marana, AZ		Fee
Triwest	413	3545 E. Irvington Rd, Tucson, AZ		Lease
Triwest	414	La Cholla Ave, Tucson, AZ		Fee
Triwest	415	Speedway and Campbell,		Lease
Triwest	416	22nd St. Tucson		Fee
HBE	101	1100 S. Monroe Street, Monroe, MI	15	Fee
HBE	102	1515 N. Telegraph, Monroe, MI		Lease
HBE	103	1125 N. Dixie Hwy, Monroe, MI		Lease
HBE	104	549 Tecumseh St, Dundee, MI		Fee
HBE	105	Frenchtown Square Mall, Unit F-18, Monroe Michigan	16	Closed
HBE	106	3367 Stearns Road, Lambertville, MI		Fee
HBE	107	LaPlaisance Road, Monroe, MI		Fee
HBE	111	601 S Centreville Rd, Sturgis, MI		Lease
HBE	131	1120 E. High Street, Bryan, OH		Fee
HBE	132	1429 N. Scott Street, Napoleon, OH		Lease
HBE	133	1442 Shoop, Wauseon, OH		Fee
HBE	152	120 W. North St, Kendallville		Fee
HBE	153	New Angola, Angola, In		Fee
ALL	Office Bldg	1515 North Academy Blvd, Suite 400, Colorado Springs, CO 80909		Fee
GC Powers, LLC	????	1970 Wynoka, Colorado Springs, CO		Fee
HRE, LLC	????	Golden Corral, 383 Mopar Drive, Hays, Ellis County, Kansas, Hays Building		Fee

SCHEDULE I
FLEET LOANS/COLLATERAL/LOAN DOCUMENTATION

Fleet Loans	Loan No.	Collateral Units Encumbered	Loan Agreement/ Amendments	Notes	Security Documents
Fleet 01-A And GE	00700M01500	3704 N. Academy 6464 S. Highway 85-87 520 Mountain View Blvd. 701 East North St. MRHC Loan Fees	Loan and Security Agreement 10/21/92: WCS, Rick Holland and Fleet Business Credit, LLC, successor to Sanwa Business Credit corporation, as amended by First Amendment to Lon and Security agreement 6/25/93, and as further amended by Second Amendment to Loan and Security Agreement 11/30/93 As Amended/ Extended pursuant to: Installment Note Modification Agreement 3/1/04, WCS, Rick and Fleet Bus. (successor to	Installment Note 10/21/92 original: \$3,610,000.00, by WCS and Richard W. Holland; Installment Note Modification Agt WCS, Rick, and Fleet business Credit, LLC 5/23/03 Installment Note 10/21/92 \$1,215,000.00 WCS and Rick Installment Note 6/25/93, WCS and Rick, \$2,645,071.26 to Sanwa Installment Note 6/25/93, WCS and Rick to Sanwa, \$407,338.87	First Deed of Trust, Assignment of Leases and Rents and Security Agreement 10/21/92 Rick and Fleet, as successor to Sanwa, Book 6062, Page 656, El Paso county Recorder, as amended as described below*** First Mortgage-180 Redemption, Assignment of Leases and Rents and Security Agreement -10/21/92 -Book 47, Page 6693, Pennington County, South Dakota from Rick to Sanwa as amended as described below*** Second Deed of Trust (See below info) Second Mortgage-180 Day Redemption, Assignment (See below info) First Leasehold Deed of Trust, Assignment of Leases and Rents and Security Agreement 10/21/92, WCS to Public Trustee of El Paso County to Sanwa, Book 6062, Page 600, El Paso County, CO, *** as amended as described below

E 464033 B 0626 P 351

E 464033 1 0626 P 352

SANWA) and
Consent and
Amendment to
Participation
Agreement dated
as of: 3/1/04, GE
and Fleet
And, as further
amended by that
certain Waiver
Letter dated
_____ regarding
the waiver of
prepayment fees
upon payment of
\$ _____.

**Second Leasehold Deed of Trust
(See below info)**

Assignment of Rights in Leases
10/21/92 WCS to Sanwa Recorded
400820, Teller County, Colorado

Assignment of Rents in Leases
10/21/92 WCS to Sanwa
Book 48, 1556, Pennington
County, Rapid City, SD

Assignment of Rents in Leases
10/21/92 WCS to Sanwa
No 988950
Book 2621, Page 575,
Pueblo County, CO, as amended
by Partial Release 1/20/98, No:
1203336, Book 2081, Page 201,
Pueblo County, CO.

Assignment of Rents in Leases
10/21/92 WCS to Sanwa
No DC92397898
Book 1093, Page 0704
Douglas County, CO

Assignment of Rents in Leases
10/21/92 WCS to Sanwa
Book 6062, Page 634,
El Paso County, CO

Assignment of Rents in Leases
10/21/92 WCS to Sanwa
Book 679, Page 0294
Routt County, Colorado

Assignment of Rights in Leases

E 464033 B 0626 P 353

Fleet 02 And GE	007WCSI00010	1541 S. Nevada 1101 Royal Gorge Boulevard 1840 Main Avenue	Loan and Security Agreement 10/21/92 As Extended pursuant to: As Amended/ Extended pursuant to: Installment Note Modification Agreement 3/1/04, WCS, Rick and Fleet Bus. (successor to SANWA) and Consent and Amendment to Participation Agreement dated as of: 3/1/04, GE and Fleet	Installment Note 6/25/1993, \$2,645,071.26	10/21/92 WCS to Sanwa No: 635999, LaPlata County, CO Unsecured Hazardous Substance Indemnification Agreement 10/21/92 by WCS, WCS, Inc. Rick Holland to Sanwa Various Landlord's Agreements and Estoppel Certificates given on account of leasehold Collateral Units given from time to time Numerous UCC's-See List Guaranty of WCS, Inc. 10/21/92
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Fleet 03 and
GE

007WCSI00030

2340 S. Townsend
2010 North Avenue

And, as further amended by that certain Waiver Letter dated _____ regarding the waiver of prepayment fees upon payment of \$ _____.

Loan and Security Agreement 10/21/92-same as described elsewhere

As Extended pursuant to: As Amended/ Extended pursuant to: Installment Note Modification Agreement 3/1/04, WCS, Rick and Fleet Bus. (successor to SANWA) and Consent and Amendment to Participation Agreement dated as of: 3/1/04, GE and Fleet

And, as further amended by that certain Waiver Letter dated _____ regarding the waiver of prepayment fees

Installment Note WCS and Rick to Sanwa, 7/27/93, \$2,795,000.00, as modified by Installment Note Modification Agreement WCS, Rick and Sanwa 7/31/03

First Deed of Trust, Assignment of Leases and Rents and Security Agreement 7/27/93, Rick to Trustee to Sanwa, Reception 589528, Book 858, Page 50, Montrose County, CO

First Amendment to First Deed of Trust, Assignment of Leases and Rents and Security Agreement 7/27/93, Rick to Trustee to Sanwa, Book 6230, Page 112, No: 002332459, El Paso County, CO

First Deed of Trust, Assignment of Leases and Rents and Security Agreement 7/27/93, Rick to Trustee to Sanwa, Book 1996, Page 842, Mesa County, CO.

First Amendment to First Deed of Trust, Assignment of Leases and Rents and Security Agreement 7/27/93, Rick to Trustee to Sanwa, Book 1137, Page 111, Fremont County, CO

First Amendment to First Deed of Trust, Assignment of Leases and Rents and Security Agreement

upon payment of
\$ _____.

7/27/93, Rick to Trustee to Sanwa,
Reception: 651185, LaPlata
County, CO

First Amendment to Second Deed
of Trust, Assignment of Leases and
Rents and Security Agreement
7/27/93, Rick to Trustee to Sanwa,
Reception No: 002332460, El Paso
County, CO

First Leasehold Deed of Trust,
Assignment of Leases and Rents
and Security Agreement 7/27/93,
Rick to Trustee to Sanwa, Book
1996, Page 875, Mesa County, CO

First Amendment to Second
Leasehold Deed of Trust,
Assignment of Leases and Rents
and Security Agreement 7/27/93,
Rick to Trustee to Sanwa,
Reception: 002332461, Book
6230, Page 131, El Paso County,
CO

First Amendment to Second
Mortgage – 180 Day Redemption,
Assignment of Leases and Rents
and Security Agreement 7/27/93,
Rick to Sanwa, Book 51, Page
1461, Pennington County, SD

Assignment of Rights in Leases
7/27/93, WCS to Sanwa, Book
858, Page 83, Reception No:
589259, Montrose County, CO

Assignment of Rights in Leases

E 454033 R 0626 P 35 D

Fleet 04 and
GE

007WCSI00060

1104 E. Fillmore
243 E. Main

Second
Amendment to
Loan and Security
Agt to original
loan agt 10/21/92-
see above

As Extended
pursuant to: As
Amended/
Extended
pursuant to:
Installment Note
Modification
Agreement
3/1/04, WCS,
Rick and Fleet
Bus. (successor to
SANWA) and
Consent and
Amendment to
Participation
Agreement dated
as of: 3/1/04, GE
and Fleet
And, as further
amended by that
certain Waiver
Letter dated
_____ regarding
the waiver of

Installment Note
11/30/95, WCS and
Rick to Sanwa,
\$193,263.31

Installment Note
11/30/93, WCS and
Rick, \$1,334,500, as
amended by Installment
Note Modification
Agreement 11/30/03
WCS/Rick and Fleet

7/27/93, WCS to Sanwa, Book
1996, Page 910, Mesa County, CO

Unsecured Hazardous Substance
Indemnification Agreement
7/27/93, WCS, WCS Inc. and Rick
to Sanwa.

First Deed of Trust, Assignment of
Leases and Rents and Security
Agreement 11/30/93, Rick to
Sanwa, No: 002398090, El Paso
County, CO

First Deed of Trust, Assignment of
Leases and Rents and Security
Agreement 11/30/93, Rick to
Sanwa, Book 0683, Page 310,
Montezuma County, CO

First Amendment to First Deed of
Trust, Assignment of Leases and
Rents and Security Agreement
11/30/93, Rick to Sanwa Book
2032, Page 742, Mesa County, Co

First Amendment to First
Leasehold Deed of Trust,
Assignment of Leases and Rents
and Security Agreement 11/30/93,
Rick to Sanwa Book 2032, Page
750, Mesa County, Co

First Amendment to First Deed of
Trust, Assignment of Leases and
Rents and Security Agreement
11/30/93, Rick to Sanwa
Reception: 593112, Montrose

E 464033 P 0626 P 357

prepayment fees
upon payment of
\$ _____.

County, CO

Second Amendment to First Deed
of Trust, Assignment of Leases and
Rents and Security Agreement
11/30/93, Rick to Sanwa Book
6329, Page 896, No: 002398093,
El Paso County, CO

Second Amendment to First Deed
of Trust, Assignment of Leases and
Rents and Security Agreement
11/30/93, Rick to Sanwa
No:59377, LaPlata County, CO

Second Amendment to First Deed
of Trust, Assignment of Leases and
Rents and Security Agreement
11/30/93, Rick to Sanwa Book
1168, Page 162, Fremont County,
CO

Second Amendment to Second
Mortgage-180 Day Redemption
Assignment of Leases and Rents
and Security Agreement 11/30/93,
Rick to Sanwa, Book 53, Page 153,
Pennington County, SD

Second Amendment to Second
Deed of Trust, Assignment of
Leases and Rents and Security
Agreement 11/30/93, Rick to
Sanwa, Book 6329, Page 886, No:
002398092, El Paso County, CO

Second Amendment to Second
Leasehold Deed of Trust,
Assignment of Leases and Rents

Fleet 06 and GE	007HOLLAND90	260 N. Main	Loan and Security Agreement July 24, 1995, described elsewhere	Installment Note 7/24/95 \$692,170.00	<p>and Security Agreement 11/30/93, WCS to Sanwa, Book 6329, Page 905, No: 002398094, El Paso County, CO</p> <p>Assignment of Rights in Leases 11/30/93, WCS to Sanwa Recorded No: 002398089, Book 6329, Page 833, El Paso County, CO Records</p> <p>Assignment of Rights in Leases 11/30/93, WCS to Sanwa Book 0683, Page 351, Montezuma County, CO Records</p> <p>Unsecured Hazardous Substance Indemnification Agreement, 11/30/93</p>
Fleet 07 454033 B 0626 P 35B	007HOLLAND10	1442 Shoup, Wauseon, OH	Loan and Security Agreement 6/28/95, Rick, HBE and Sanwa, as amended by First Amendment to Loan and Security Agreement, and as further amended by: as amended by Letter Agreement 4/19/00, as amended by Letter	<p>Real Estate Loan Installment Note (Wendy's, Wauseon, Ohio) 6/28/95, \$624,750.00, Rick to Sanwa</p> <p>Equipment Loan Installment Note (Wendy's, Wauseon Ohio) 6/28/95 Holland Buerk Enterprises, Inc. to Sanwa \$208,506.00</p>	<p>Mortgage, Security Agreement, Financing Statement and Assignment of Rents and Leases 6/28/95, Rick to Sanwa, Book 329, Page 621, Fulton County, Ohio</p> <p>Assignment of Rights in Lease 6/28/95, HBE to Sanwa, Book 30, Page 274, Fulton County, Ohio, No 45997 (Wauseon)</p> <p>Assignment of Rights in Lease 6/38/95, HBE to Sanwa, No: 9507367, Noble County,</p>

E 464033 1-0626 P 359

			Agreement dated 8/14/00;	<p>Equipment Loan Installment Note (Wendy's, Kendallville, Indiana) 6/28/95 HBE to Sanwa \$237,098.00</p> <p>Equipment Loan Installment Note 6/28/95 HBE to Sanwa \$200,000.00</p>	<p>Indiana (Kendallville)</p> <p>Various LL Agreements (Kendallville and Wauseon)</p> <p>Environmental Indemnification Agreement 6/28/95, HEI, HBE, Rick to Sanwa</p> <p>HEI Guaranty of debt to Rick and HBE 6/28/95</p> <p>HBE Guaranty created under Loan Agreement of debt to Rick and other borrowers under Loan Agreement.</p> <p>Numerous UCC's</p>
Fleet 08 and GE	007HOLLAND40	<p>3406 N. Elizabeth St. Pueblo Colorado 81005</p> <p>Great Western Restaurants, Inc. Tax Id 84-1372949</p> <p>260 W. Main St, Moab, Grand County, Utah</p>	<p>Loan and Security Agreement, Rick, as Borrower, Great Western Restaurants, Inc., as Gtor and Fleet Bus Credit 9/20/99, as amended by First Amendment to Loan and Security Agreement 1/19/01</p>	<p>Promissory Note 9/20/99 Rick to Fleet bus \$1,683,660.00</p> <p>Real Estate Loan Installment Note (Wendy's Pueblo, Colorado) 7/25/95, Rick to Sanwa \$828,750.00</p> <p>Equipment Loan Installment Note (Wendy's, Moab, Utah) 7/24/95 \$252,570.00 WCS to Sanwa</p> <p>Real Estate Loan Installment Note (Wendy's, Moab, Utah) 7/24/95, Rick to Sanwa</p>	<p>Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents and Leases Reception No: 1305688, Pueblo County, CO 9/20/99 from Rick to Fleet Bus.</p> <p>Assignment of Rights in Leases 9/20/99, Great Western Restaurants, Inc. to Fleet Bus. Reception No. 1305689, Pueblo County, CO</p> <p>Great Western Restaurants, Inc. Secured Guaranty of Rick Debt 9/20/99</p> <p>Environmental Indemnification Agreement 9/20/99; Great Western Restaurants, Inc. and Rick to Fleet Bus.</p>

E 464033 B 0626 P 360

				\$692,170.00	<p>Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents and Leases 7/24/95 Rick to Trustee to Sanwa, Entry No: 434401, Grand County, Utah – Moab, as amended by Partial Reconveyance 7/25/95, Entry No:448621, Book 0536, Page 121, Grand County, Utah-Moab</p> <p>Assignment of Rights in Lease 7/24/95, WCS to Sanwa, Entry No: 434403, Grand County, Utah-Moab</p> <p>Environmental Indemnification Agreement 7/24/95 WCS, Inc., WCS and Rick to Sanwa</p> <p>WCS, Inc. Guaranty of WCS and Rick debt 7/24/95</p> <p>WCS, Inc. Consent and Reaffirmation of Guaranty of WCS and Ric debt 7/24/95</p>
Fleet 09	007HOLLAND20	120 West North	Loan and Security Agreement June 28, 1995, described above.	Real Estate Loan Installment Note (Wendy's Kendallville, Indiana) 3/20/96, Rick to Sanwa, \$583,400.00	<p>Mortgage, Security Agreement, Financing Statement and Assignment of Rents and Leases 3/20/96 Rick to Sanwa, No: 9603468, Noble County, Indiana (Kendallville)</p> <p>Environmental Indemnification Agreement 3/20/96, HBE HEI, Rick to Sanwa</p> <p>Consent and Reaffirmation of HBE</p>

					<p>Guaranty 3/20/96 of debt to Rick and other Borrowers under Loan Agreement</p> <p>Consent and Reaffirmation of HEI Guaranty of HBE and Rick debt 3/20/96</p> <p>Numerous UCC's</p>
Fleet 10 And GE Loans 10/11 together	007HOLLAD110	222 N. Wahsatch Ave. Colorado Springs, CO 80910 Store 202 Leased Rick and WCS	<p>Second Amendment to Loan and Security Agreement 11/1/96, WCS, Rick to Sanwa, described below</p> <p>Secured Line of Credit Agreement 6/25/96, WCS, Rick and Sanwa</p>	<p>Real Estate Loan Installment Note [Wendy's Store #202(Wahsatch), Colorado Springs, Colorado] 11/1/96, Rick to Sanwa \$739,500.00</p> <p>Secured Line of Credit Note (Wendy's Store #208., Academy and Chelton, Colorado Springs, 6/25/96, WCS and Rick to Sanwa \$871,250.00</p>	<p>Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents and Leases dated 11/1/96, Rick to Sanwa Filed at: 96141157, El Paso County, Colorado, as modified by Subordination Agreement 11/5/96, By Sanwa Business Credit corporation recorded at 96141159, El Paso County, CO</p> <p>Assignment of Rents in Lease 11/1/96, WCS to Sanwa, No: 96141158, El Paso County, CO</p> <p>Landlord Waiver</p> <p>Environmental Indemnification Agreement 11/1/96, WCS and Rick to Sanwa</p> <p>Consent and Reaffirmation of WCS, Inc. Guaranty 11/1/96 of debt to Rick</p> <p>Consent and Reaffirmation of WCS Guaranty of HBE and Rick debt 11/1/96</p>

E 464033 B 0626 P 361

					Side Letter Agreement 6/17/96 from Heller to Sanwa, consenting to Loan to WCS.
Fleet 11 and GE Loans 10 and 11 together	007HOLLAD120	1910 S. Academy/Chelton Store 208-	See above	See Above	See Above
Fleet 12 and GE	007HOLLAD100	875 Kinmer St., Castle Rock, CO Store #221	Loan and Security Agreement 7/24/95, WCS, Rick and Sanwa, as amended by First Amendment to Loan and Security Agreement 6/25/93, same parties, Second Amendment to Loan and Security Agreement dated 11/30/93 (see above), Third Amendment to Loan and Security Agreement dated 4/15/94, Fourth Amendment to Loan and Security Agreement 7/24/95 As amended by Third Amendment to Loan and Security Agreement 7/17/97, WCS, Rick and Sanwa	Real Estate Loan Installment Note (Wendy's, Castle Rock, Colorado) 7/16/96 \$765,000.00 Rick to Sanwa	Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents and Leases dated 7/16/96, Rick to Sanwa Filed at: DC9638929, Douglas County, Colorado, as modified by Subordination Agreement 7/16/96, By Sanwa Business Credit corporation recorded at DC 9638932 <u>Various Subordination Agts:</u> Agreement of Subordination, Nondisturbance and Attornment, Sanwa and Colorado Springs Radiologists Investments, LLC 12/22/97 Agreement of Subordination, Nondisturbance and Attornment, Sanwa and WCS 12/29/97 Deed of Trust and Subordination Agreement 12/23/97 by Pueblo Bank and Trust Company to Sanwa Business Credit Corporation filed at No: 0988001449, El Paso County, CO Agreement of Subordination,

E 464033 P 0626 P 362

E 464033 B 0626 P 363

			<p>Fourth Amendment to Loan and Security Agreement 1/28/98 WCS, Rick to Sanwa</p>		<p>Nondisturbance and Attornment, Sanwa and US West Communications Wireless Group, 12/24/97 File No: 098001450, El Paso County, CO</p> <p>Agreement of Subordination, Nondisturbance and Attornment, Sanwa Western PCS II Corporation, 12/23/97 File No: 098001451, El Paso County, CO</p> <p>Environmental Indemnification Agreement WCS and Ric 7/16/96 to Sanwa</p> <p>Environmental Indemnification Agreement 12/19/97, Rick and WCS to Sanwa</p> <p>WCS's Secured Guaranty (Office Building) of Rick's debt 12/19/97</p> <p>WCS Consent and Reaffirmation of Guaranty of Rick's debt dated 7/16/06</p> <p>WCS, Inc. Consent and Reaffirmation of Guaranty of Rick's debt dated 7/16/06</p>
<p>Fleet 13 Cross reference to: WCS Fleet 7</p>	007RWHNP0100	3207 Hwy 6 & 24	See Below	See Below	See Below
<p>Fleet 14 and GE</p>	007HOLLAD130	3320 E. Northern Store #232		<p>Real Estate Loan Installment Note (Wendy's Pueblo, Colorado) 6/28.98,</p>	<p>Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents and Leases, 1/28/98 Reception No:</p>

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				Rick to Sanwa \$612,000.00	1203334, Book 3081, Page 174, Pueblo county, CO, Rick to Trustee to Sanwa, Assignment of Rights in Lease 1/28/98, WCS to Sanwa, Reception 1203335, Book 3081, Page 192, Pueblo County, CO Environment Indemnification Agreement 1/28/98, WCS and Rick to Sanwa WCS Inc. Consent and Reaffirmation of Guaranty 1/28/98 of Rick's debt to Sanwa WCS Consent and Reaffirmation of Guaranty 1/28/98 of Rick's debt to Sanwa
Fleet 15-A	007RWHEQ0020	Great Western Restaurants	Loan and Security Agreement 9/20/99	Promissory Note 9/20/1999, \$1,683,660.60	
Fleet 15-B	077RWHRE0020	Great Western Restaurants	Loan and Security Agreement 9/20/99	Same as above.	
Fleet 16	007RHOLLAD10	Office- 1515 North Academy Boulevard Colorado Springs, CO		Installment Note (Office- 1515 North Academy Boulevard Colorado Springs, CO) 12/19/77 Rick to Sanwa \$1,700,000.00	Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents and Leases Reception No: 098001447, El Paso County, CO 12/19/97 from Rick to Public Trustee of El Paso to Fleet Bus. Assignment of Rents and Leases Reception No: 098001448, El Paso County, CO, 12/19/97.

Fleet 17-A	007RWHEQ0030	GC Powers – 1970 Wynoka Colorado Springs, CO Rick, Borrower GC Powers, LLC, a Colorado limited liability company, as Guarantor	Loan and Security Agreement Rick, as Borrower, GC Powers, LLC, as Guarantor to Fleet Bus 1/19/01	Promissory Note – 1/19/01 Rick to Fleet bus \$2,243,788.00	Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents and Leases Reception No: 201010859, El Paso County, CO 1/19/01 from Rick to Public Trustee of El Paso to Fleet Bus.. Assignment of Rights in Leases 1/19/01, GC Powers, LLC to Fleet Bus. Reception No. 201010860, El Paso County, CO GC Powers, LLC Secured Guaranty of Rick Debt 1/19/01 Environmental Indemnification Agreement 1/19/01, GC Powers, LLC and Rick to Fleet Bus.
Fleet 17-B	007RWHRE0030	GC Powers-1970 Wynoka Colorado Springs, CO	“ “See above	““See Above	““See above
Fleet 18	007HOLLADRE2	4903A E. Main St.	See above	See Above	See Above
Fleet 19	007HOLLADRE1	3367 Sterns Rd, Lambertville, Monroe County, MI 1130 East High St. Bryan, Williams County, OH – Both Sites: Rick owns Real Estate, HBE FF&E	Master Loan and Security Agreement HBE, Rick, Fleet Bus 4/19/2000, as amended by First Amendment to Master Loan and Security Agreement 8/13/01	Promissory Note 4/29/00 Rick \$1,504,276.00 Promissory Note 4/29/00 HBE \$415,292.00	Mortgage, Security Agreement, Financing Statement and Assignment of Rents and Leases 4/19/00, Rick to Fleet Bus No: 200000002006, Williams County, OH, Book 13 Page 475, and Re- recorded at No: 200000004917, Book 24, Page 982, Williams County, OH Mortgage, Security Agreement, Financing Statement and Assignment of Rents and Leases 4/19/00, Rick to Fleet Bus. Book 1901, Page 0367, Monroe county, MI records

E 464033 B 0626 P 34 =

E 464033 B 0626 P 366

Fleet 20	007WCSIRWH50	Cross collateralized/Cross defaulted existing collateral re: Tucson, AZ	Secured Line of Credit Agreement, WCS, Rick and Fleet Business Credit corporation 10/31/2000, as amended by First Amendment to Secured Line of Credit Agreement 11/13/00 same parties; as further amended by Second Amendment to Secured Line of Credit Agreement dated 5/22/03,	Secured Line of Credit Note 10/31/00 WCS to Fleet Business Credit Corporation \$8,500,000.00 Secured Line of Credit Note 20/31/00 Rick to Fleet Business Credit Corporation \$3,350,000.00	HBE Secured Guaranty 4/19/00 Of Rick debt Rick Secured Guaranty 4/19/00 of HBE debt Assignment of Rents in Leases 4/19/00 HBE to Fleet Bus. No: 200000002007, Book 13, Page 489, Williams County, OH Assignment of Rents in Leases 4/19/00 HBE to Fleet Bus. Liber: 1901, Page 0381, Monroe County, MI Environmental Indemnification Agreement 4/19/00 HBE and Rick to Fleet Bus. ***First Deed of Trust, Assignment of Leases and Rents and Security Agreement 10/21/92 by Rick to Fleet Business Credit Corporation, Book 6062, Page 656, El Paso County, CO, as amended by Modification of First Deed of Trust, Assignment of Leases and Rents and Security Agreement 10/31/00 by Rick to Fleet Business Credit Corporation, Recorded No: 201062005, El Paso County, CO Second Deed of Trust, Assignment of Leases and Rents and Security Agreement 6/25/93 from Rick to Fleet Bus, Book 6206, Page 932,
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WCS, Rick and
Fleet Business
Credit, LLC (f/k/a
Fleet business
Credit
Corporation).

As Extended
pursuant to:
Third
Amendment to
Secured Line of
Credit
Agreement
3/1/04, WCS,
Rick, and Fleet
Bus.

El Paso County, CO,

First amendment to Second Deed
of trust, Assignment of Leases and
Rents and Security Agreement
7/27/93, Book 6230, Page 121, El
Paso County, CO

Second Amendment to Second
Deed of Trust, Assignment of
Leases and Rents and Security
Agreement dated November 30,
1993, Book 6329, Page 886, El
Paso County, CO

Third Amendment to Second Deed
of Trust, Assignment of Leases and
Rents and Security Agreement
4/15/94, Book 6441, Page 761, El
Paso, CO

Modification of Second Deed of
Trust, Assignment of Leases and
Rents and Security Agreement
dated 10/31/00, by Rick to Fleet
Bus. Credit Corp
No: 201062006, El Paso, CO

Modification of First Leasehold
Deed of Trust, Assignment of
Leases and Rents and Security
Agreement 10/31/00, Rick/Fleet
Bus.
No 201019582, El Paso, CO (First
Leasehold DOT info above)

Second Leasehold Deed of Trust,
Assignment of Leases and Rents
and Security Agreement dated

E 464033 B 0626

P 360

E 454033 P 0625 360

6/25/93, Book 6206, Page 965, El Paso County, CO, as amended by Partial Release dated 6/4/01, and recorded at: 201085396, El Paso County, CO

First Amendment to Second Leasehold Deed of Trust, Assignment of Leases and Rents and Security Agreement dated 7/27/93, Book 6230, Page 131, El Paso County, CO

Second Amendment to Second Leasehold Deed of Trust dated 11/30/93, Book 6329, Page 905, El Paso County, CO records;

Third Amendment to Second Leasehold Deed of Trust dated 4/15/94, Book 6441, Page 753, El Paso County, CO

Modification of Second Leasehold Deed of Trust, Assignment of Leases and Rents and Security Agreement 10/31/00, Rick and Fleet Bus.
No: 201019583, El Paso County, Colorado

Modification of First Mortgage- 180 Day Redemption, Assignment of Leases and Rents and Security Agreement dated 10/31/00, by Rick/Fleet Bus. Book 88:, Page 2143, Pennington, SD (First Mortgage 180 Day Redemption info above)

E 464033 B 0626 P 369

Second Mortgage-180 Day
Redemption, Assignment of Leases
and Rents and Security Agreement
6/25/93 Rick to Fleet bus, Book
50, 9219, Document No: 19710,
Pennington County, SD

First Amendment to Second
Mortgage-180 Day Redemption,
Assignment of Leases and Rents
and Security Agreement 7/27/93,
Book 51, Page 1461, Document
No 20586 Pennington County, SD

Second Amendment to Second
Mortgage-180 Day Redemption,
Assignment of Leases and Rents
and Security Agreement 11/30/99,
Book 53, Page 153, Document No:
27936, Pennington County, SD
Register of Deeds

Third Amendment to Second
Mortgage-180 Day Redemption,
Assignment of Leases and Rents
and Security Agreement 4/15/94,
Book 54, Page 9362, Document
No: 35801, Pennington County,
SD

Modification of Second Mortgage -
180 Day Redemption, Assignment
of Leases and Rents and Security
Agreement 10/31/00, Book 88,
Page 2149, Pennington County, SD

First Deed of Trust, Assignment of
Leases and Rents and Security

E 464033 B 0626 P 370

Agreement 6/25/93 Rick to Fleet Bus, Book 6206, Page 897, El Paso County, CO, as amended by Partial Release of Deed of Trust Recorded at No: 201011390, El Paso County, CO

First Amendment to First Deed of Trust, Assignment of Leases and Rents and Security Agreement 7/27/93, Book 6230, Page 112, El Paso County, CO

Second Amendment to First Deed of Trust, Assignment of Leases and Rents and Security Agreement 11/30/93, Book 6329, Page 896, El Paso County, CO

Third Amendment to First Deed of Trust, Assignment of Leases and Rents and Security Agreement 4/15/94, Book 6440, Page 694, El Paso County, CO

Modification of First Deed of Trust, Assignment of Leases and Rents and Security Agreement 10/31/00, No: 201032930, El Paso County, CO

First Deed of Trust, Assignment of Leases and Rents and Security Agreement 6/25/93 Rick to Fleet Bus, Book 1129, Page 240, Fremont County, CO

First Amendment to First Deed of Trust, Assignment of Leases and

E 464033 B 0626 P 371

Rents and Security Agreement
7/27/93, Book 1137, Page 111,
Fremont County, CO

Second Amendment to First Deed
of Trust, Assignment of Leases and
Rents and Security Agreement
11/30/93, Book 1168, Page 162,
Fremont County, CO

Third Amendment to First Deed of
Trust, Assignment of Leases and
Rents and Security Agreement
4/15/94, Book 1184, Page 835,
Fremont County, CO

Modification of First Deed of
Trust, Assignment of Leases and
Rents and Security Agreement
10/31/00, No: 726727, Fremont
County, CO

First Deed of Trust, Assignment of
Leases and Rents and Security
Agreement 6/25/93 Rick to Fleet
Bus, Reception No. 649231,
LaPlata County, CO

First Amendment to First Deed of
Trust, Assignment of Leases and
Rents and Security Agreement
7/27/93, Reception No 651185,
LaPlata County, CO

Second Amendment to First Deed
of Trust, Assignment of Leases and
Rents and Security Agreement
11/30/93, Reception No: 659377,

E 464033 B 0626 P 372

La Plata County, CO

Third Amendment to First Deed of Trust, Assignment of Leases and Rents and Security Agreement 4/15/94, Reception No 6677979, La Plata County, CO

Modification of First Deed of Trust, Assignment of Leases and Rents and Security Agreement 10/31/00, Reception No: 800593, La Plata County, CO

First Deed of Trust, Assignment of Leases and Rents and Security Agreement 7/27/93 Rick to Fleet Bus, Reception No. 589258, Montrose County, CO

First Amendment to First Deed of Trust, Assignment of Leases and Rents and Security Agreement 11/30/93, Reception No 593112, Montrose County, CO

Second Amendment to First Deed of Trust, Assignment of Leases and Rents and Security Agreement 4/15/94, Reception No: 597721, Montrose County, CO

Modification of First Deed of Trust, Assignment of Leases and Rents and Security Agreement 10/31/00, Reception No: 671960, Montrose County, CO

First Deed of Trust, Assignment of

E 464033 B 0626 P 373

Leases and Rents and Security Agreement 7/27/93 Rick to Fleet Bus, Book 1996, Page 842, Mesa County, CO

First Amendment to First Deed of Trust, Assignment of Leases and Rents and Security Agreement 11/30/93, Book 2032, Page 742, Mesa County, CO

Second Amendment to First Deed of Trust, Assignment of Leases and Rents and Security Agreement 4/15/94, Book 2069, Page 52, Mesa County, CO

Modification of First Deed of Trust, Assignment of Leases and Rents and Security Agreement 10/31/00, Book 2804, Page 362, Mesa County, CO

First Deed of Trust, Assignment of Leases and Rents and Security Agreement 11/30/93, Book 6329, Page 845, El Paso County, CO

First Amendment to First Deed of Trust, Assignment of Leases and Rents and Security Agreement 4/15/94, Book 6440, Page 685, El Paso County, CO

Modification of First Deed of Trust, Assignment of Leases and Rents and Security Agreement 10/31/00, No: 201019584, El Paso County, CO

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First Deed of Trust, Assignment of Leases and Rents and Security Agreement 11/30/93, Reception: 436745, Montezuma County, CO

First Amendment to First Deed of Trust, Assignment of Leases and Rents and Security Agreement 4/15/94, Reception: 439980, Montezuma County, CO

Modification of First Deed of Trust, Assignment of Leases and Rents and Security Agreement 10/31/00, No: 493627, Montezuma County, CO

First Deed of Trust, Assignment of Leases and Rents and Security Agreement 4/15/94, Book 6435, Page 115, El Paso County, CO

Modification of First Deed of Trust, Assignment of Leases and Rents and Security Agreement 10/31/00, No: 201019585, El Paso County, CO

Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents and Leases 7/24/95, Book 477, Page 225, Entry No: 434401, Grand County, Utah

Modification of Deed of Trust, Security Agreement, Financing

E 46403310625 P 375

Statement and Assignment of Rents and Leases 10/31/00, Book 0558, Page 375, Entry No: 453369, Grand County, Utah

Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents and Leases 7/24/95, Book 477, Page 225, Entry No: 434401, Grand County, Utah

Modification of Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents and Leases 10/31/00, Book 0558, Page 375, Entry No: 453369, Grand County, Utah

Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents and Leases 7/24/95, Book 2819, Page 434, Reception No: 1087795, Pueblo County, Colorado

Assignment of Rights in Lease, 7/24/95, WCS to Sanwa, Reception No: 1087797, Book 2819, Page 451, Pueblo County, CO, as modified by Partial Release of Assignment of Rights in Leases, 7/24/95, Reception No: 1087798, Book 2819, Page 460, Pueblo County, CO

Assignment of Rights in Leases 6/25/93 by WCS to Sanwa, Book 6206, Page 1008, No 002316594,

E 45403310626 37

<p>El Paso County, CO</p> <p>Assignment of Rights in Leases 6/25/93 by WCS to Sanwa, Book 1129, Page 281, No 604423, Fremont County, CO</p> <p>Assignment of Rights in Leases 6/25/93 by WCS to Sanwa, Book 678, Page 10, No 408803, Teller County, CO</p> <p>Landlord Agreement-Pueblo</p> <p>Environmental Indemnity Agreement 7/24/95, WCS Inc., WCS and Rick to Sanwa.</p> <p>Unsecured Hazardous Substance Indemnification Agreement 6/25/93 WCS, WCS, Inc. and Rick to Sanwa</p> <p>Modification of Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents and Leases 10/31/00, No: 1374468 Pueblo County, CO</p> <p>Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents and Leases 7/16/96, Book 1356, Page 2030, Douglas County, Colorado</p> <p>Modification of Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents and Leases 10/31/00, Book 1967,</p>
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E 464033 B 0626

P 37

Page 135, Douglas County, CO

Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents and Leases 11/1/96, Reception No. 096141157, El Paso County, Colorado

Modification of Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents and Leases 10/31/00, No: 201032847, El Paso County, CO

Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents and Leases 1/28/98, Book 3081, Page 174, Instrument No 1203334, Pueblo County, CO

Modification of Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents and Leases 10/31/00, No: 1374469, Pueblo County, CO

Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents and Leases 7/17/97, Book 2344, Page 270, Mesa County, CO

Modification of Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents and Leases 10/31/00, Book 2813, Page 368, Mesa County, CO

E 464033 B 0626 P 378

					<p>Mortgage, Security Agreement, Financing Statement and Assignment of Rents and Leases 8/14/00, Book 1307, Page 287, San Juan County, NM</p> <p>Modification of Mortgage, Security Agreement, Financing Statement and Assignment of Rents and Leases 10/31/00, Book 1317, Page 100, San Juan County, NM</p> <p>Secured Guaranty (Secured Line of Credit) 10/31/00 of WCS guaranteeing debt of Rick.</p> <p>Secured Guaranty (Secured Line of Credit) 10/31/00 of Rick guaranteeing debt of WCS.</p> <p>Guaranty (Secured Line of Credit) 10/31/00 of WCS, Inc. guaranteeing debt of Rick and WCS.</p> <p>Covenant Not to Encumber and Right of First Refusal 10/31/00, by Rick and WCS, Docket 11419, Page 1523, Pima County AZ</p> <p>Various LL Consents and Estoppels</p>
Fleet 21	007HOLLAD140	1305 West Aztec Blvd.	See Below WCS Loans 10,11, 12	See Below WCS Loans 10,11, 12	See Below WCS Loans 10,11, 12

Fleet 23	007RWHNP0110	1005 Bonforte	See Below WCS Loans 10,11, 12	See Below WCS Loans 10,11, 12	See Below WCS Loans 10,11, 12
Fleet 24 Related to Loan	007HOLLAD150	3036 West Colorado Ave. Colorado Springs, CO Store #206	See Below WCS Loans 10,11, 12	See Below WCS Loans 10,11, 12	See Below WCS Loans 10,11, 12
		Total			

WCS Ref #	Fleet Note #	Wendy's Store Locations			
Fleet 1 and GE	00700M01500	3036 West Colorado Ave Store 206	See above 1500	See above 1500	See above 1500
Fleet 3	007WCSI00030	Grand Junction	Loan Agreement 10/21/92	Installment Note 7/27/93	
Fleet 7 Cross reference Hwy 6&24 above Fleet 13	007WCSINP100	3207 Hwy 6 & 24 Mesa County, Colorado	Third Amendment to 7/24/95 Loan Agf. Described above Fleet 12	Equipment Loan Installment Note (Wendy's, Clifton, Colorado) WCS to Sanwa 7/17/97, \$197,695.63	Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents and Leases, 7/17/97, Rick to Sanwa, Book 2344, page 270, No: 1806864, Mesa County, Colorado Rick's Consent and Reaffirmation of Guaranty 7/17/97 of WCS debt
Fleet 8 goes with Fleet 9	007WCSILHI02. WCS, FF&E, leasehold Rick-land	4903-A East Main, Farmington, NM 751 Cathedral Drive, Rapid City, SD – leasehold unit	Master Loan and Security Agreement 8/14/00 WCS, FF&E, leasehold Rick-land and Fleet Bus., as amended by First Amendment to Master Loan and Security Agreement dated 5/25/01, Rick, WCS and Fleet Bus.	Promissory Note (Real Estate Loan) 8/14/00 Rick to Fleet bus \$942,000.00	Mortgage, Security Agreement, Financing Statement and Assignment of Rents and Leases (8/14/00, Rick to Fleet Bus, Book 1307, Page 287, No: 200012088, San Juan County, NM- Farmington WCS Secured Guaranty of Rick and HBE debt 8/14/00 Rick Secured Guaranty of WCS debt to Fleet 8/14/00 Assignment of Rights in Lease 8/14/00, WCS to Fleet Bus. Book

E 464033 B 0626 P 379

E 464033 B 0626 P 380

					<p>87, Page 7241, Pennington County, SD records</p> <p>Assignment of Rights in Lease 8/14/00, WCS to Fleet Bus. Book 1307, Page 288, San Juan County, NM records</p> <p>Environmental Indemnification Agreement 8/14/00 WCS and Rick to Fleet Bus.-Farmington</p> <p>Environmental Indemnification Agreement 8/14/00 WCS and Rick to Fleet Bus.-Cathedral Drive</p> <p>LL Agreement re: Cathedral Drive, Rapid city Site</p> <p>Indemnity Agreement 8/14/00 Rick WCS to Fleet Bus. Re: storm sewer line</p>
Fleet 9 Loans 8 & 9 go together	007WCSIEQ002 WCS, FF&E, leasehold Rick-land	4903-A East Main, Farmington, NM 751 Cathedral Drive, Rapid City, SD	""See above	""See Above	""See Above
Fleet 10 Fleet Loans 10, 11, 12 together Relate to Holland Loans 21,23 and 24 above	007WCSINP110	1005 Bonforte, Pueblo Co, Store #235	First Amendment to Master Loan Agt dated 5/25/01- described under Fleet 8 and 9 immediately above	<p>Promissory Note (Real Estate Loan) (Bonaforte, Pueblo Colorado) 5/25/01 Rick to Fleet Bus \$841,363.00</p> <p>Promissory Note (Equipment Loan Note) (Bonaforte, Pueblo Colorado) 5/25/01 WCS to Fleet Bus \$138,823.00</p>	<p>Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents and Leases 5/25/01, Rick to Fleet Reception No: 1386116, Pueblo County, CO-Bonaforte</p> <p>Assignment of Rights in Leases 5/25/01, WCS to Fleet Reception no: 1386117, Pueblo County, CO - Bonaforte</p> <p>Mortgage, Security Agreement,</p>

E 464033-0626 P 381

Promissory Note (Real Estate Loan) (Aztec, New Mexico) 5/25/01 Rick to Fleet Bus \$750,014.00

Financing Statement and Assignment of Rents and Leases 5/25/01, Rick to Fleet, Reception No: 200108739, Book 1322, page 1014, San Juan County, NM-Aztec

Promissory Note (Equipment Loan Note) (Aztec, New Mexico) 5/25/01 WCS to Fleet Bus \$220,823.00

Assignment of Rights in Leases 5/25/01, WCS to Fleet Reception no: 200108740, Book 1322, Page 1015, San Juan County, NM - Aztec

Promissory Note (Real Estate Loan) (Farmington New Mexico) 5/25/01 Rick to Fleet Bus \$656,292.00

Mortgage, Security Agreement, Financing Statement and Assignment of Rents and Leases 5/25/01, Rick to Fleet Reception No: 200108736, Book 1322, page 1011, San Juan County, NM-Farmington

Promissory Note (Equipment Loan Note) (Farmington, New Mexico) 5/25/01 WCS to Fleet Bus \$269,193.00

Assignment of Rights in Leases 5/25/01, WCS to Fleet Reception no: 200108737, Book 1322, Page 1012, San Juan County, NM - Farmington

Promissory Note (Real Estate Loan) (West Colorado, Colorado Springs, Colorado) 5/25/01 Rick to Fleet Bus \$425,885.00

Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents and Leases 5/25/01, Rick to Fleet Reception No: 201073702, El Paso County, CO-West Colorado Ave.

Assignment of Rights in Leases 5/25/01, WCS to Fleet Reception no: 201073703, El Paso County, CO - West Colorado Ave.

					Environmental Indemnification Agreement 5/25/01 WCS and Rick to Fleet Bus.-Bonaforte
					Environmental Indemnification Agreement 5/25/01 WCS and Rick to Fleet Bus.-Aztec
					Environmental Indemnification Agreement 5/25/01 WCS and Rick to Fleet Bus.-Farmington
					Environmental Indemnification Agreement 5/25/01 WCS and Rick to Fleet Bus.-West Colorado
					Landlord Agreement re: Farmington/SNDA re: Farmington and 1245 North Academy
Fleet 11	007WCSINP120	2610 W. Main Street, Farmington, NM Store #264	""See Above	""See above	""See Above
Fleet 12	007WCSI00140	1305 West Aztec Blvd, Aztec, NM Store #263	""See Above	""See Above	""See Above
Fleet 13	007WCSINPEQ1	7 Walmart Way	Loan Agreement dated 1/13/03.	See Fleet 3 below	See Fleet 3 below
Triwest LOC	007WCSIRWH60	Tucson, AZ	As Extended pursuant to: Third Amendment to Secured Line of Credit Agreement 3/1/04, WCS, Rick, and Fleet Bus.	See Above Tucson	See above Tucson
		Total			

282 P 0626 B 0338 454

					Environmental Indemnification Agreement 10/30/02 HRE and GC Powers, LLC to Fleet Bus.-
Fleet 2	007RWHEQ0040	Golden Corral, Hays Equipment	""See Above	""See Above	""See Above
Fleet 3	007HRELLCNP1	7 Walmart Way, La Junta, Otero County, CO 81050	Loan and Security Agreement HRE, RE Borrower, WCS, FF&E Borrower, Fleet bus 1/13/03	Promissory Note 1/13/03, WCS and HRE-co borrowers, \$926,000.00	Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents and Leases 1/13/03, HRE to Trustee to Fleet bus., No: 591423, Otero County, CO Assignment of Rights In Lease 1/13/03 WCS to Fleet No.

HBE Ref #	Fleet Note #	Wendy's Store Locations			
Fleet 1	007HBEEQ0001	3367 Stearns/1442 shoop	See above	See Above	See Above
Fleet 2	007HBERE0002	549 Tecumseh	First Amendment to 4/19/00 Loan Agt (described above)	Promissory Note (Wendy's, Dundee, Michigan) 8/13/01 HBE to Fleet Bus. \$480,088.00	Mortgage, Security Agreement, Financing Statement and Assignment of Rents and Leases (Wendy's, Dundee, Michigan) 8/13/01, HBE to Fleet Bus, Book 2080, Page 0297, Monroe County, MI HEI Guaranty of Rick and HBE debt 8/13/01 Environmental Indemnification Agreement (Wendy's, Dundee Michigan) 8/13/01 HBE to Fleet Bus.
		Total			

HRE Ref #	Fleet Note #	Wendy's Store Locations			
Fleet 1	007RWHRE0040	Golden Corral, 383 Mopar Drive, Hays, Ellis County, Kansas, Hays Building HRE, LLC, as Borrower GC Powers, LLC as Gtor GC Powers, LLC, a Colorado Limited Liability Company Tax ID: 84-1484240	Loan and Security Agreement 10/30/02 HRE, LLC, as Br, and GC Powers, LLC, as Gtor	Promissory Note 10/30/02, HRE to Fleet Bus \$2,156,769.00	Real Property Mortgage (Hays, Ellis County, 10/30/02 HRE to Fleet Bus. KS Book 544, Page 825, Ellis County, KS GC Powers, LLC Secured Guaranty of HRE debt to Fleet 10/30/02 Assignment of Rights in Lease 10/30/02, GC Powers, LLC to Fleet Bus. Book 544, Page 846, Ellis County, KS

E 464033 P 0626 P 383

					Environmental Indemnification Agreement 10/30/02 HRE and GC Powers, LLC to Fleet Bus.-
Fleet 2	007RWHEQ0040	Golden Corral, Hays Equipment	""See Above	""See Above	""See Above
Fleet 3	007HRELLCNP1	7 Walmart Way, La Junta, Otero County, CO 81050	Loan and Security Agreement HRE, RE Borrower, WCS, FF&E Borrower, Fleet bus 1/13/03	Promissory Note 1/13/03, WCS and HRE-co borrowers, \$926,000.00	Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents and Leases 1/13/03, HRE to Trustee to Fleet bus., No: 591423, Otero County, CO Assignment of Rights In Lease 1/13/02, WCS to Fleet No: 591424, Otero County, CO Limited Guaranty of debt of HRE and WCS by: Rick 1/13/03
		Total			

SUMMARY

RWHR
WCS
HBE
HRE
TOTAL ALL FLEET LOANS

E 464033 1 0626 P 384

SCHEDULE II

Fleet Payoff Schedule

Wendy's of Colorado Springs - Richard Holland
 Spreadsheet for: 3/29/04 settlement

ACCOUNT NO	Original \$	Partic	Fixed/		Princ/Bal 3/29/04	Int/Bal 3/29/04	Daily Accrual	Next Due	Date of Loan	MAT DATE
			Float	RATE						
007WCSI00010	2,624,824.45	Y	FL		1,165,549.27	3,286.38	117.38	4/1/04	06/30/93	04/30/04
007RWHEQ0030	532,901.00		FX	8.64	337,298.79	2,266.74	80.96	4/1/04	01/30/01	02/01/08
007WCSI00030	2,778,825.57	Y	FL		1,297,887.80	3,659.65	130.72	4/1/04	07/30/93	04/30/04
007RWHE0030	1,710,887.00		FX	8.94	1,519,867.85	10,568.22	377.44	4/1/04	01/30/01	02/01/11
007WCSI00060	1,334,500.00	Y	FL		640,427.14	1,805.67	64.49	4/1/04	11/30/93	04/30/04
007WCSIRWH60	8,500,000.00		FL		8,500,000.00	23,965.24	855.90	4/1/04	11/01/00	04/30/04
007WCSIRWH50	3,350,000.00		FL		3,350,000.00	9,445.29	337.34	4/1/04	11/01/00	04/30/04
007WCSINP100	197,695.63		FX	8.20	15,909.67	101.43	3.62	4/1/04	07/23/97	08/01/04
007HOLLAND20	583,400.00		FX	8.86	371,755.91	2,561.89	91.50	4/1/04	03/21/96	04/01/06
007RHOLLAD10	1,700,000.00		FX	8.274	1,240,180.19	7,981.15	285.05	4/1/04	12/29/97	01/01/08
007HOLLAD100	765,000.00	Y	FX	9.35	508,636.44	3,692.45	132.10	4/1/04	07/17/96	08/01/06
007HOLLAD110	739,500.00	Y	FX	8.88	496,258.44	3,427.28	122.41	4/1/04	06/27/96	11/01/06
007HOLLAD120	828,750.00	Y	FX	8.88	556,151.60	3,841.44	137.21	4/1/04	06/27/96	11/01/06
007HOLLAD130	612,000.00		FX	8.104	448,472.49	2,825.67	100.96	4/1/04	01/30/98	02/01/08
007HOLLAND40	828,750.00	Y	FX	8.92	491,881.19	3,413.14	121.93	4/1/04	07/25/95	08/01/05
007HOLLAND90	692,170.00	Y	FX	8.92	410,817.60	2,850.59	101.83	4/1/04	07/25/95	08/01/05
007RWENP0100	560,216.63		FX	8.60	466,696.50	3,121.69	111.49	4/1/04	07/23/97	08/01/12
007000M01500	3,498,200.18	Y	FL		1,461,226.77	4,120.09	147.16	4/1/04	10/23/92	04/30/04
007RWHE00020	1,127,700.00		FX	9.05	940,724.24	6,622.01	236.52	4/1/04	11/03/99	11/01/09
007RWHEQ0020	555,960.00		FX	8.805	260,059.70	1,777.57	63.61	4/1/04	11/03/99	11/01/06
007HOLLADRE2	942,000.00		FL		874,170.44	2,294.60	81.95	4/1/04	08/22/00	09/01/15
007WCSILHI02	353,542.00		FL		308,021.05	808.53	28.88	4/1/04	08/22/00	09/01/15
007WCSIEQ002	294,184.00		FL		170,801.08	448.55	16.03	4/1/04	08/22/00	09/01/07
007HOLLADRE1	1,504,276.00		FL		1,372,716.95	3,550.01	126.79	4/1/04	04/28/00	05/01/15
007HBEEQ0001	415,292.00		FL		217,587.15	562.96	20.12	4/1/04	04/28/00	05/01/07

E 464033 B 0626 P 385

007HOLLAND10	624,750.00		FX	8.60	363,183.13	2,429.28	86.76	4/1/04	06/30/95	07/01/05
007WCSI00140	220,823.00		FL		145,698.50	399.93	14.31	4/1/04	06/01/01	06/01/08
007WCSINP120	269,193.00		FL		177,185.61	458.27	16.37	4/1/04	06/01/01	06/01/08
007WCSINP110	138,823.00		FL		91,374.40	236.30	8.44	4/1/04	06/01/01	06/01/08
007RWHNP0110	841,363.00		FL		778,448.17	2,013.61	71.94	4/1/04	06/01/01	06/01/16
007HOLLAD140	750,014.00		FL		661,152.38	1,813.23	64.79	4/1/04	06/01/01	06/01/11
007HOLLAD150	425,885.00		FL		375,425.32	1,029.51	36.78	4/1/04	06/01/01	06/01/11
007HBERE0002	480,088.00		FL		427,691.56	1,172.61	41.88	4/1/04	08/23/01	09/01/11
007RWHEQ0040	536,294.00		FX	6.54	451,928.71	2,249.71	82.10	4/1/04	11/05/02	11/01/09
007RWHRE0040	1,620,475.00		FL		1,515,816.08	4,568.49	163.16	4/1/04	11/05/02	11/01/12
007HRELLCNP1	643,000.00		FL		618,513.47	1,599.58	57.13	4/1/04	02/05/03	02/01/18
007WCSINPEQ1	283,000.00		FL		243,600.47	630.00	22.50	4/1/04	02/05/03	02/01/18

33,273,116.06 127,598.76 4,559.55

As of 3/29/04, Payoff Amount is: \$33,400,714.82

E 464033 B 0626 P 306

EXHIBIT "A"

BEGINNING AT A CORNER ON THE EAST R-O-W OF MAIN STREET (HIGHWAY 191), SAID CORNER BEARS NORTH 0 DEG. 17' EAST 230.0 FEET FROM THE NORTHWEST CORNER OF BLOCK 24 OF THE MOAB TOWNSITE, AND PROCEEDING THENCE WITH SAID R-O-W NORTH 0 DEG. 17' EAST 192.6 FEET (RECORD = 192.75 FEET) TO A CORNER, THENCE SOUTH 89 DEG. 54' EAST (RECORD = EAST) 188.75 FEET TO A CORNER, THENCE SOUTH 0 DEG. 17' WEST 324.0 FEET TO A CORNER ON THE NORTH R-O-W OF 200 NORTH STREET, THENCE WITH SAID R-O-W NORTH 89 DEG. 47' WEST 107.75 FEET TO A CORNER, THENCE NORTH 0 DEG. 17' EAST 130.7 FEET TO A CORNER, THENCE NORTH 89 DEG. 33' WEST 81.0 FEET TO THE POINT OF BEGINNING.

LESS THE FOLLOWING: A PARCEL OF LAND IN THE NW1/4NE1/4 SECTION 1, T26S, R21E, SLB&M, GRAND COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH BEARS N 45 DEG. 14' W 452.4 FT. FROM THE CENTERLINE MONUMENT AT THE INTERSECTION OF 200 NORTH AND 100 EAST STREETS, AND PROCEEDING THENCE WEST 8.7 FT. TO A CORNER, THENCE N 0 DEG. 17' E 56.1 FT., THENCE S 89 DEG. 54' E 8.7 FT., THENCE S 0 DEG.17' W 56.1 FT. TO THE POINT OF BEGINNING.

BEARINGS ARE BASED ON THE WEST LINE OF WENDY'S SURVEY DATED 7-95 (BEARING = N 0 DEG. 17' E).

ALSO LESS THE FOLLOWING:

**DESCRIPTION OF A PARCEL OF LAND IN SECTION 1, T26S, R21E, SLM, MOAB CITY, GRAND COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE EAST R-O-W OF MAIN STREET, SAID POINT BEARS N 0 DEG. 17' E FT.230.0 FT. FROM THE NW CORNER OF BLOCK 24 OF THE MOAB TOWNSITE, SECTION 1, T26S, R21E, SLM, AND PROCEEDING THENCE WITH THE EAST R-O-W OF MAIN STREET N 0 DEG. 17' E 2.3 FT., THENCE S 89 DEG.33' E 81.0 FT., THENCE S 0 DEG.17' W 2.3 FT., THENCE. N 89 DEG. 33' W 81.0 FT. TO THE POINT OF BEGINNING.**