

LANDLORD'S OR MORTGAGEE'S WAIVER, DISCLOSER AND CONSENT

112840

TO: Metlife Capital Corporation
C-97550
Bellevue, Washington 98009
("Secured Party")

RE: Natron Corporation
46176 Plum Grove
Mt. Clemens, Michigan 48044
("Debtor")

WHEREAS, Debtor desires to obtain an extension of credit from Secured Party, and Secured party desires to extend credit to Debtor; and

WHEREAS, Secured Party intends to acquire or has acquired a security interest in and upon the following described personal property (hereinafter the "Collateral"):

See Exhibit "B" attached hereto and made a part hereof; and

WHEREAS, the Collateral is now or is to be located upon, and is now or may be affixed to, the premises at (hereinafter, the "Premises"):

See Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the undersigned is willing to extend such credit to Debtor only in the event the undersigned waives and disclaims any interest which it now has or may hereafter acquire in and to the Collateral, and further agrees and acknowledges as provided herein;

NOW THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned hereby acknowledges and agrees as follows:

1. It is understood that Secured Party intends to rely on this Agreement in extending credit to Debtor.
2. The undersigned hereby disclaims, releases and waives any and all liens, security interests, claims, demands or other rights which it may now have or may hereafter acquire in or upon the Collateral.
3. The undersigned consents to the location, installation and/or affixation of the Collateral in, upon and to the Premises, and waives and relinquishes all rights of levy, lien and distraint for rent, and agrees that the collateral is severed from and shall not be or become a part of the Premises and shall remain personal

LAWYERS TITLE INS. CORP.
ONE PROFESSIONAL CENTER
SUITE 215
CROWN POINT, IN 46307
STATE OF INDIANA/S.S. NO.
LAKE COUNTY
FILED FOR RECORD

JUL 23 10 01 AM '98
ROBERT BOGGS FREELAND
RECORDER



12.00
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property, and that Secured Party may repossess the Collateral or otherwise enforce its rights against the Collateral at any time, except that in the event Secured Party moves to repossess or otherwise dispose of the Collateral, the undersigned shall have the first right of refusal to cure Debtor's default by(1) paying the balance of the defaulted obligation in full; or (2) continuing to pay the unpaid installments of the debt obligation as the same become due until said debt obligation is paid in full; or (3) continuing to pay the unpaid installments of the debt obligation as the same become due until a new franchisee assumes the balance of the debt obligation, which cure shall cancel Secured Party's action against the Collateral.

The undersigned consents to the assignment by Debtor of its interest in the lease between undersigned and Debtor ("Lease") to Metlife as security for the due and prompt performance of Debtor's obligations to Metlife under the loan. In the event that Debtor is in default under the terms of the Lease, the undersigned shall give Metlife written notice of such default and the opportunity, but without obligation, to cure such default with thirty (30) days after Metlife's receipt of such notice.

4. The undersigned hereby expresses its intention to be legally bound by this Agreement and acknowledges receipt of benefit therefrom.

WITNESS WHEREOF, the undersigned has caused this Agreement to be executed and delivered to and in favor of Secured Party, its Successors and Assigns, on this 16th day of May, 1990.

TACO BELL CORP.

By: James Chronley
Title: JAMES A. CHRONLEY
SENIOR VICE PRESIDENT

MAY 16 1990



CORPORATE ACKNOWLEDGEMENT

STATE OF California
COUNTY OF Orange

On this 16th of May, in the year 1990, before me, the undersigned, a Notary Public in and for said County and State, personally appeared JAMES A. CHRONLEY, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as SR. VICE PRESIDENT or on behalf of the corporation therein named and acknowledged to me that the corporation executed it.

Signature Betty Jo Aylward
Notary Public in and for said County and State

My Commission Expires: 8/31/93
0736M

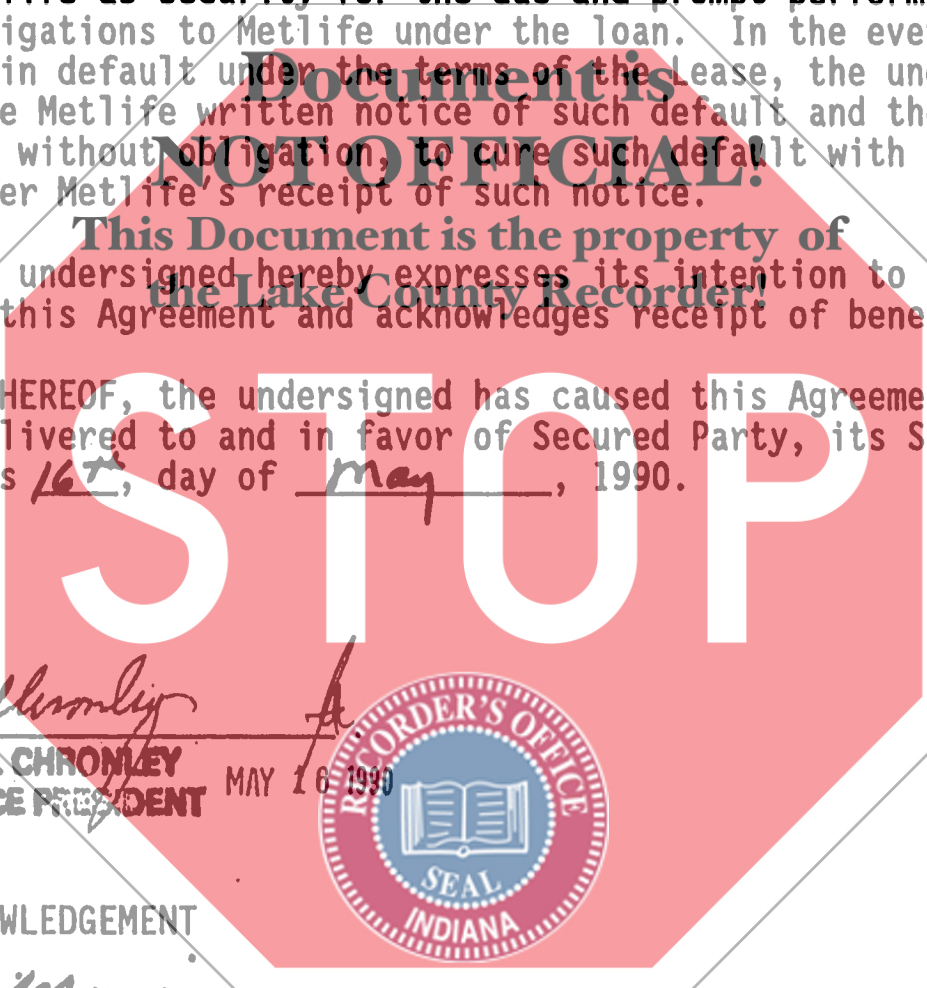
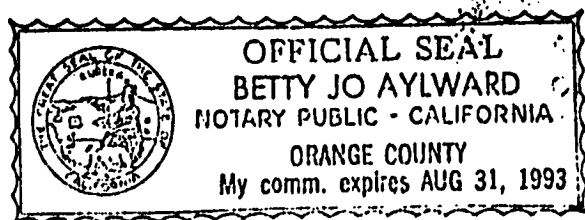


EXHIBIT "A"

This exhibit is attached to and becomes a part of the Landlord's and Mortgagee's Waiver dated 5/16/90 between MetLife Capital Corporation and Taco Bell Corp.

LEGAL DESCRIPTION

Hammond, Indiana

The South 75 feet of the North 227 feet of the South 630 feet of the West 183 feet of the Southwest 1/4 of the Northeast 1/4, Section 10, Township 36 North, Range 9 West of the 2nd P.M., Lake County, Indiana.



More Commonly Known as: 6821 Grand Avenue
Hammond, IN

Record Owner:

METLIFE CAPITAL CORPORATION

By: Becky A Morrison

TACO BELL CORP.

By: James A. Chronley

JAMES A. CHRONLEY
SENIOR VICE PRESIDENT
MAY 16 1990

EXHIBIT "B"

This exhibit is attached to and becomes a part of the Landlord's or Mortgagee's Waiver dated 5/16/90, between MetLife Capital Corporation and Taco Bell Corp.

DESCRIPTION OF PROPERTY

All restaurant equipment, furniture, fixtures, replacements, substitutions, additions, parts and accessories now owned and hereafter acquired by Debtor, including but not limited to registers, computers, fryers, grills, toasters, soft drink machines, ovens, steamers, seating and counters, signage, menu boards, light fixtures, decor, salad and drive-thru equipment



METLIFE CAPITAL CORPORATION

TACO BELL CORP.

By: Bucky Morrison

By: James Chronley *J.C.*
JAMES A. CHRONLEY
SENIOR VICE PRESIDENT
 MAY 16 1990