

Indiana  
(Lake)

93013855

FIRST MODIFICATION OF MORTGAGE

between

AMERICA'S FAVORITE CHICKEN COMPANY,  
Mortgagor

**Document is  
NOT OFFICIAL!**

This Document is the property of  
CANADIAN IMPERIAL BANK OF COMMERCE, as Agent,  
the Lake County Recorder,  
Mortgagee

**STOP**

Dated as of November 5, 1992

After recording, please return to:

SIMPSON THACHER & BARTLETT  
a partnership which includes  
professional corporations  
425 Lexington Avenue  
New York, New York 10017-3909  
ATTN: Amy Cott



MAR 3 9 10 AM '93  
SAMUEL COLLIGN  
RECORDER

STATE OF INDIANA/S.S.H.O.  
LAKE COUNTY  
FILED FOR RECORD

**AFTER RECORDING RETURN TO:**  
UCC FILING & SEARCH SERVICES, Inc.  
Post Office Box 11120  
Tallahassee, Florida 32302-3120

2700

FIRST MODIFICATION OF MORTGAGE

THIS FIRST MODIFICATION OF MORTGAGE dated as of November 5, 1992 (this "Modification"), between AMERICA'S FAVORITE CHICKEN COMPANY, successor by merger to Al Copeland Enterprises, Inc., a Minnesota corporation ("Mortgagor"), whose address is Two Concourse Parkway, Suite 600, Atlanta, Georgia 30328 and CANADIAN IMPERIAL BANK OF COMMERCE, a Canadian chartered bank acting through its New York Agency, as Agent for the Banks, as defined below (hereinafter, in its capacity as Agent for the Banks, "Mortgagee", which term shall be deemed to include the successors and assigns of Mortgagee), having an office at 425 Lexington Avenue, New York, New York 10017.

W I T N E S S E T H:

A. Mortgagor executed and delivered to Mortgagee that certain Indiana Mortgage dated March 22, 1990 and recorded on April \_\_\_\_\_, 1990 as #094863 in the Official Records of Lake \_\_\_\_\_ County, Indiana (the "Office") (as the same may be amended, restated, replaced, modified or supplemented from time to time, the "Original Mortgage"), in and to certain real property more particularly described on Exhibit A attached hereto.

B. The Original Mortgage secures, among other things, the obligations of Mortgagor to repay certain loans as described therein (the "Existing Loans") and to reimburse the Banks for drafts drawn on certain letters of credit as described therein (the "Existing Letters of Credit").

C. Mortgagor and Mortgagee desire to modify the Original Mortgage as hereinafter set forth.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Background section of the Original Mortgage is hereby modified by deleting the first paragraph thereof in its entirety and by substituting, in lieu thereof, the following:

"1. Pursuant to the Second Amended and Restated Loan Agreement dated as of November 5, 1992, among (i) AMERICA'S FAVORITE CHICKEN COMPANY, successor by merger to Al Copeland Enterprises, Inc., a Minnesota corporation ("Mortgagor"), whose address is Two Concourse Parkway, Suite 600, Atlanta, Georgia 30328, (ii) those banks, mutual funds and other financial institutions from time to time parties to the Loan Agreement (as defined below) (the "Banks") and (iii) CANADIAN IMPERIAL BANK OF COMMERCE, a Canadian chartered bank acting through its

New York Agency ("CIBC"), as Agent for the Banks, having an address at 425 Lexington Avenue, New York, New York 10017 (CIBC, in its capacity as Agent for the Banks, "Mortgagee") (as the same may be amended, supplemented, restated, replaced or otherwise modified from time to time, the "Loan Agreement");

(a) The Banks have severally agreed to continue and extend the term of the Existing Loans and to make certain term loans to Mortgagor in the aggregate principal amount of \$221,101,694.70, evidenced by (1) those certain Amended and Restated Tranche A Term Notes dated November 5, 1992 in the aggregate principal amount of \$192,263,972.70; (as the same may be further amended, supplemented, modified, extended, restated or replaced from time to time, the "Tranche A Term Notes") and (2) those certain Tranche B Term Notes dated November 5, 1992 in the aggregate principal amount of \$28,837,722; (as the same may be amended, supplemented, modified, extended, restated or replaced from time to time, the "Tranche B Term Notes");

(b) CIBC, Inc., a Delaware corporation acting through its Atlanta branch, as a Bank under the Loan Agreement ("CIBC, Inc."), has agreed to issue letters of credit (the "New Letters of Credit") or to make certain revolving credit loans to Mortgagor in the aggregate principal amount not to exceed, at any time, \$20,000,000 less the Letter of Credit Obligations (as defined in the Loan Agreement) outstanding at such time with respect to the DIP Letters of Credit and the National Union Fire Insurance Letter of Credit (as such terms are defined in the Loan Agreement), evidenced by that certain Revolving Credit Note dated November 5, 1992 in the aggregate principal amount of \$20,000,000 (as the same may be amended, supplemented, modified, extended, renewed or replaced from time to time, the "Revolving Credit Note"; the Revolving Credit Note, the Tranche A Term Notes and the Tranche B Term Notes being collectively referred to as the "Notes"); and

(c) CIBC has agreed to continue and to maintain (1) the Existing Letters of Credit as described on Schedule V to the Loan Agreement with an aggregate stated amount of \$16,355,676

(the "Original Letters of Credit") which are deemed to have been issued pursuant to, and to be governed by, the terms of the Loan Agreement and (2) certain other letters of credit issued in connection with the restructuring of Mortgagor, which letters of credit are defined in the Loan Agreement as the DIP Letters of Credit and the National Union Fire Insurance Letter of Credit (the Original Letters of Credit, the New Letters of Credit, the National Union Fire Insurance Letter of Credit, and the DIP Letters of Credit, as the same may be amended, supplemented, modified, extended, renewed or replaced from time to time, collectively, the "Letters of Credit") which are deemed to have been issued pursuant to, and to be governed by, the terms of the Loan Agreement.

2. Article 1 of the original mortgage is hereby modified by deleting the text thereof in its entirety and by substituting, in lieu thereof, the following:

"This Mortgage (references to this "Mortgage" shall mean this instrument and any and all renewals, modifications, amendments, supplements, extensions, consolidations, substitutions, spreaders and replacements of this instrument) is given by Mortgagor to secure:

(a) the due and punctual payment and performance by Mortgagor of any and all of its obligations and liabilities, whether direct or indirect, absolute or contingent, due or to become due, or now existing, or hereafter incurred, under, arising out of or in connection with the Notes and the Letters of Credit, including, without limitation, the payment of all interest and fees payable in connection with the Notes and the Letters of Credit (the "Indebtedness"); and

(b) the performance of all covenants, agreements, obligations and liabilities of Mortgagor (the "Obligations") under or pursuant to the provisions of the Loan Agreement, the Notes, any Interest Rate Agreement (as defined in the Loan Agreement), the Credit Documents (as defined in the Loan Agreement), this Mortgage, any other document securing payment of the Indebtedness (the "Security Documents") and any amendments, supplements, extensions,



renewals, restatements, replacements or modifications of any of the foregoing (the Notes, the Loan Agreement, any Interest Rate Agreement, the Credit Documents, the Security Documents and all other documents and instruments from time to time evidencing, securing or guaranteeing the payment of the indebtedness or the performance of the obligations, as any of the same may be amended, supplemented, extended, renewed, restated, replaced or otherwise modified from time to time, are collectively referred to as the "Loan Documents")."

3. Subsection 3.2 of the Original Mortgage is hereby modified by inserting immediately after the last sentence thereof, the following:

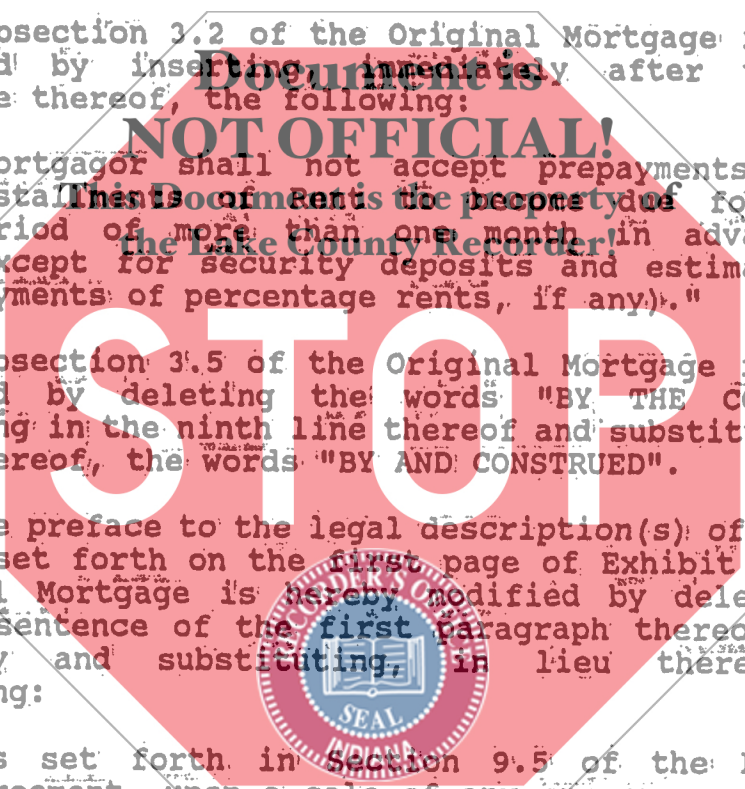
"Mortgagor shall not accept prepayments of installments on the property for a period of more than one month in advance (except for security deposits and estimated payments of percentage rents, if any)."

4. Subsection 3.5 of the Original Mortgage is hereby modified by deleting the words "BY THE CONSTRUED" appearing in the ninth line thereof and substituting, in lieu thereof, the words "BY AND CONSTRUED".

5. The preface to the legal description(s) of the Real Estate set forth on the first page of Exhibit A to the Original Mortgage is hereby modified by deleting the second sentence of the first paragraph thereof in its entirety and substituting, in lieu thereof, the following:

"As set forth in Section 9.5 of the Loan Agreement, upon a sale of any one or more of the Tracts, the holder of the instrument to which this Exhibit A is attached shall release the lien hereof as to each such Tract so sold provided, that such Tract shall have been sold pursuant to the provisions of Section 9.5 of the Loan Agreement."

6. Binding Effect. Mortgagor and Mortgagee hereby confirm that all of the terms and provisions of, and obligations under, the Original Mortgage as modified hereby are and shall be and remain in full force and effect. This Modification shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.



7. Estoppel. Mortgagor warrants and represents that there are no defenses, offsets or counterclaims with respect to its obligations under the Original Mortgage, as modified hereby.

IN WITNESS WHEREOF, this Modification has been duly executed by Mortgagor and Mortgagee as of the day and year first above written.

AMERICA'S FAVORITE CHICKEN COMPANY

By: Kamel M. Nasser

Name: Kamel M. Nasser

Title: Executive V.P.

Document is

CANADIAN IMPERIAL BANK OF COMMERCE,  
as Agent

NOT OFFICIAL

By:

This Document is the property of the Lake County Recorder  
Title: Vice President  
Authorized Signatory

STOP



STATE OF Georgia )  
PARISH/COUNTY OF Fulton )

SS:

This instrument was acknowledged before me on February 18, 1993 by Kamal M. Nassar, Executive of AMERICA'S FAVORITE CHICKEN COMPANY, a Minnesota corporation, on behalf of said corporation.

[Signature]  
Notary Public

[Seal]

My commission expires:

Print Name of Notary:

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This Document is the property of the State County Recorder!



My Commission Expires April 6, 1998.

Pearce D. Hardwick

STATE OF NEW YORK )  
COUNTY OF NEW YORK )

SS:

STOP



This instrument was acknowledged before me on February 10, 1993 by Hung Noeum, VICE PRESIDENT of CANADIAN IMPERIAL BANK OF COMMERCE, a Canadian chartered bank acting through its New York Agency, on behalf of said bank.

[Signature: Amy Cott]  
Notary Public

AMY COTT  
NOTARY PUBLIC  
No. 01004950-1000-1000  
Certificate Filed in 93  
Commission Expires September 25, 1993

[Seal]

My commission expires:

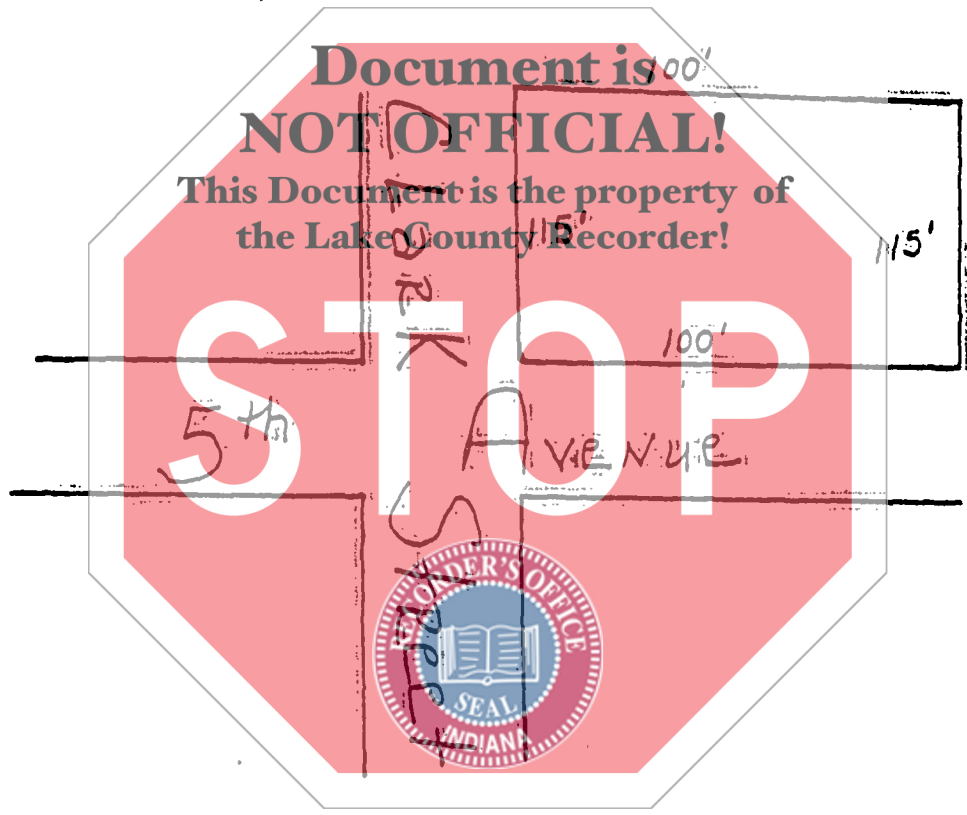
Print Name of Notary:

Amy Cott

S# 320

11590 W. 5th Ave Gary, IN  
Ch.C. A.T.I

Beginning at a point in the Southwest (SW) Section, Township 36, Range 8, being at a point West-2 North of 5th Avenue, Gary, Lake County Indiana, 100 feet x 115 feet, approximately 0.29 acres.



Document is 100'

**NOT OFFICIAL!**

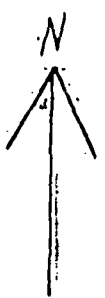
This Document is the property of the Lake County Recorder!

115'

100'

5th

5th Avenue





STORE #398  
820 W. 5TH AVENUE  
GARY, INDIANA

**Document is  
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**This Document is the property of  
the Lake County Recorder!**

Lots 6, 7, 8, 9 and 10, Block 97, Gary Land Company's First  
Subdivision, in the City of Gary, as shown in Plat Book 6,  
page 15, Lake County, Indiana.

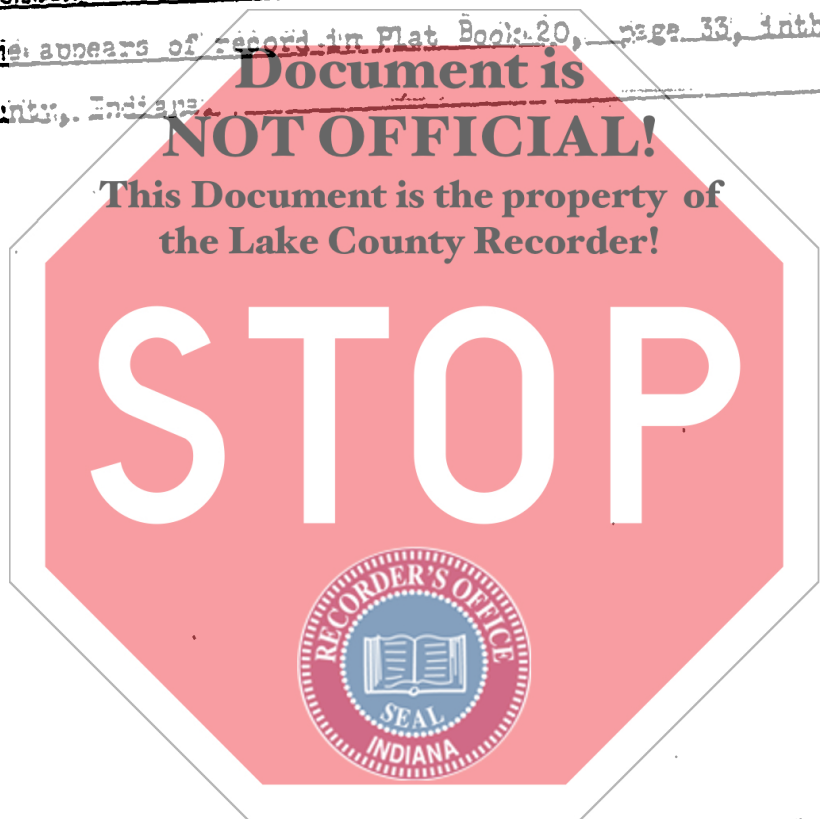
**STOP**

Conveyed to insured by a warranty deed from Monarch Oil & Supply Company,  
Inc., dated October 23, 1979 and recorded October 30, 1979 as Instrument  
No. 557254.



S # 532  
1409 Broadway St., Gary, IN

Lots sixteen (16), seventeen (17), eighteen (18), nineteen  
(19), and twenty (20) in Block number 7 as marked and laid down on the recorded  
plat of Gary Land Company's Tenth Subdivision, in the City of Gary, Lake County,  
Indiana, as the same appears of record in Plat Book 20, page 33, in the Recorder's  
Office of Lake County, Indiana.



S# 988

3701 Grant St.  
Gary, IN

Lots 42, 43, 44, 45, 46, 47 and 48, Block 4, Woodrow Wilson's  
Addition to Gary, as shown in Plat Book 11, page 10, Lake County,  
Indiana.

