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89-0270015 32 001 Page 1 of 20
1999-11-10 10:44:07
Cook County Recorder 59.50



AFTER RECORDING MAIL TO:

Benjamin S. Cohen (99-000715)
LandAmerica National Commercial Services
888 West Sixth Street, 4th Floor
Los Angeles, CA 90017

THIS INSTRUMENT HAS
BEEN PREPARED BY:

Kutak Rock
Sixteenth Floor
3300 North Central Avenue
Phoenix, AZ 85012

~~THIS DOCUMENT IS
TO BE RETURNED TO:~~

FFCA Acquisition Corporation
17207 North Perimeter Drive
Scottsdale, AZ 85255

Tax Parcel Identification No. 32-32-214-044

Address of Property: 3231 Chicago Rd, S.Chicago Hgts, IL

ACKNOWLEDGEMENT OF MASTER LEASE ASSIGNMENT

THIS ACKNOWLEDGEMENT OF MASTER LEASE ASSIGNMENT dated as of September 1, 1999 (this "Acknowledgement") among LONG JOHN SILVER'S, INC., a Delaware corporation ("Lessee"), whose address is P.O. Box 11988, Lexington, Kentucky 40579-1988, LOJON PROPERTY LLC, a Delaware limited liability company ("Lessor"), whose address is c/o U.S. Realty Advisors, LLC, 1370 Avenue of the Americas, New York, New York 10019, LJ REMAINDER LLC, a Delaware limited liability company ("Remainderman"), whose address is c/o U.S. Realty Advisors, LLC, 1370 Avenue of the Americas, New York, New York 10019, and FFCA ACQUISITION CORPORATION, a Delaware corporation ("Lender"), whose address is 17207 North Perimeter Drive, Scottsdale, Arizona 85255.

WITNESSETH:

WHEREAS, pursuant to a loan agreement dated as of the date of this Acknowledgement between Lender and Lessor (together with all amendments and supplements thereto, the "Loan Agreement"), Lender is making, concurrently with the execution and delivery hereof, loans to Lessor in the aggregate original principal amount of Seventy-Eight Million Nine Hundred Twenty-Three Thousand One Hundred Twenty-Five and 00/100 Dollars (\$78,923,125.00) (collectively, the "Loan");

WHEREAS, the Loan is evidenced by those certain promissory notes (individually, a "Note" and collectively, the "Notes") in the aggregate original principal amount of Seventy-Eight Million Nine Hundred Twenty-Three Thousand One Hundred Twenty-Five and 00/100 Dollars

2099

(\$78,923,125.00) and secured by, among other things, those certain Mortgages and Deeds of Trust, Assignments of Rents and Leases, Security Agreements and Fixture Filings (together with all amendments and supplements thereto, the "Mortgages") (the Notes, the Loan Agreement, the Mortgages and any other agreement, instrument, certificate, affidavit, or document now or hereafter evidencing or securing the Loan or the Notes, are hereinafter collectively referred to as the "Loan Documents") from Lessor and Remainderman, as mortgagors, to Lender, covering, among other things, all of Lessor's and Remainderman's, if any, right, title, and interest in, to, and under, the properties described by address, Lender Number and Unit Number on Exhibit A attached hereto (collectively, the "Properties" and individually, a "Property"), including, without limitation, the real property or properties, together with all buildings, structures, fixtures and improvements now or hereafter located thereon, described more particularly in the legal description or descriptions attached hereto as Exhibit A-1 and incorporated herein by this reference;

WHEREAS, the Properties are subject to that certain Master Lease of even date herewith between Lessor, as lessor, and Lessee, as lessee (together with all amendments and supplements thereto, the "Master Lease"); and

WHEREAS, pursuant to the Mortgages, Lessor has granted, transferred and assigned to Lender all of Lessor's right, title, and interest in, to and under the Master Lease and the Rents (as defined in the Mortgages).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. For purposes of this Acknowledgement, capitalized terms used herein which are not otherwise defined herein shall have the meanings assigned to them in the Master Lease. Capitalized terms used herein with respect to any contract include all extensions, modifications, amendments and supplements from time to time thereto.

2. Lessee hereby acknowledges the assignment to Lender, pursuant to the Mortgages, of all of Lessor's right, title, and interest in, to and under the Master Lease, including, without limitation, the assignment of all Rents (as defined in the Mortgages), including, without limitation, Base Annual Rental, Annual Percentage Rental, Additional Rental, Stipulated Loss Value and Subject Purchase Price payments and all other amounts to be paid by Lessee to Lessor under the Master Lease, but none of the obligations of Lessor under the Master Lease.

3. (a) Lessor hereby irrevocably authorizes and directs Lessee, and Lessee hereby agrees:

(i) to pay to Lender all Base Annual Rental, Annual Percentage Rental, Additional Rental, any payments of Stipulated Loss Value and Subject Purchase Price and all other amounts due or to become due and payable by Lessee to Lessor under the Master Lease in the manner set forth in the Master Lease (other than reimbursements to Lessor of amounts expended by Lessor which Lessee is obligated to pay or reimburse to Lessor pursuant to the Master Lease and payments to Lessor of losses and damages incurred by Lessor with respect to

matters which are indemnified by Lessee pursuant to the Master Lease, it being understood and agreed that Lessee shall pay to Lender losses and damages incurred by Lender with respect to matters which are indemnified by Lessee pursuant to the Master Lease) into the account referenced in Schedule I hereto or to such other account as Lender shall specify by notice to Lessee not less than five (5) Business Days prior to the effectiveness of any such change of account;

(ii) to provide to Lender in the manner and at the address specified in or pursuant to Section 9 hereof, simultaneously with delivery thereof to Lessor, duplicate originals of any and all notices, financial statements, certificates, opinions of counsel and other similar communications of any nature which Lessee gives or furnishes to Lessor pursuant to the Master Lease; and

(iii) to accept any notices, waivers or consents given and actions taken on behalf of Lessor by Lender, and Lender, Lessor and Lessee agree that: (A) notices, waivers and consents given on behalf of Lessor by Lender shall have the same force and effect as notices, waivers and consents given by Lessor, and (B) in the event of inconsistent notices, waivers or consents from Lessor and Lender, notices, waivers and consents from Lender shall control. In no event shall Lessee have any liability to Lessor based upon any action taken or omitted to be taken by Lessee in reliance upon any notice, waiver or consent received by Lessee from Lender. Lessee shall have the right to act in reliance upon any notice, waiver, consent or other instrument or writing given to Lessee by Lender and shall have no obligation to make any investigation or to determine any facts in connection therewith.

Lessor and Lender acknowledge that the provisions of clause (iii) of this Section 3(a) are not intended to give Lender any greater rights to act on behalf of Lessor than are set forth in the Loan Documents.

(b) Lender, Lessor and Lessee acknowledge and agree that, until such time as (i) Lessor and Lessee shall receive written notice from Lender that the Mortgages are terminated, or (ii) the Mortgages have been discharged in the real estate records of all of the counties in which the Properties are located, Lessor shall not have the authority to receive, collect or acquit for any amounts directed to be paid to Lender pursuant to Section 3(a)(i).

(c) Lender, Lessor and Lessee acknowledge and agree that payment by Lessee to Lender of any Base Annual Rental, Annual Percentage Rental, Additional Rental, Stipulated Loss Value and Subject Purchase Price payments, and payments of all other amounts to be paid by Lessee to Lessor which are paid to Lender by Lessee in accordance with this Acknowledgement shall be deemed payment to Lessor for all purposes under the Master Lease. In no event shall Lessee have any liability to Lessor with respect to any payments made to Lender in accordance herewith.

(d) The foregoing directions by Lessor (and the foregoing agreements and acknowledgements by Lessor, Lessee and Lender) shall continue until such time as (i) Lessor and Lessee shall receive written notice from Lender that the Mortgages are terminated, or (ii) the Mortgages have been discharged in the real estate records of all of the counties in which the Properties are located. Notwithstanding the foregoing, upon delivery by Lender of a document evidencing the discharge of a Mortgage with respect to a particular Property, Lender shall, upon the written request of Lessor or Lessee and at Lessor's sole cost and expense, promptly deliver to Lessor and Lessee a written instrument for the purpose of releasing this Acknowledgement from the real property records with respect to such Property only.

4. Each of Lessor, Lessee and Lender agrees that:

(a) The Master Lease shall not be changed, amended, altered, modified, or terminated without the prior written consent of Lender, provided that Lender's consent shall not be required:

(i) unless the provisions of the Mortgages specifically and affirmatively provide that Lender's consent is required for the applicable change, amendment, alteration, modification or termination, or

(ii) for a termination of the Master Lease with respect to an individual Property as a result of a Total Taking, Rejectable Purchase Offer or Rejectable Substitution Offer with respect to such Property where the terms of the Master Lease provide for such termination;

(b) any consent, approval, agreement or waiver provided by Lessor pursuant to the Master Lease (each, a "Lessor Consent") shall not be valid unless consented to in writing by Lender; provided, however:

(i) Lender's consent shall not be required unless the provisions of the Mortgages specifically and affirmatively require such consent,

(ii) except as otherwise permitted by Section 4(b)(i) above, to the extent that the Master Lease sets forth a standard applicable to Lessor with respect to such Lessor Consent (the "Lease Standard"); Lender shall apply the Lease Standard in determining whether to grant or withhold its consent to the transaction contemplated by such Lessor Consent, subject, however to the following conditions:

(x) if, in the sole judgment of Lender, such Lease Standard varies from or is inconsistent with or in conflict with any loan servicing standards then existing under any servicing agreement relating to the Loan (the "Servicing Standards"), the Servicing Standards shall control and govern (the "Servicing Standards Condition"); and

(y) if Lender determines, in its sole judgment, that the Servicing Standards would require the confirmation of all of the rating agencies which have issued ratings in connection with any Securitization of the Loan that the transaction for which such Lessor Consent is sought will not result in a downgrade, modification, withdrawal or qualification of any of such ratings, and Lender consents to such transaction conditioned upon such confirmation, and following submission by Lender of such matter to such rating agencies for such confirmation, any of such rating agencies notifies Lender that the consummation of such transaction will result in a downgrade, modification, withdrawal or qualification of any of such ratings, Lender's conditional consent shall be deemed withdrawn (the "Rating Agency Condition"); and

(iii) except as otherwise permitted by Section 4(b)(i) above, to the extent the Master Lease does not set forth a standard applicable to Lessor with respect to such Lessor Consent, Lender shall not unreasonably withhold or delay its consent to the transaction contemplated by such Lessor Consent, subject, however, to the Servicing Standards Condition and the Rating Agency Condition.

(c) Lender shall not, by reason of the Mortgages or otherwise, be subject to any obligation, duty, or liability under the Master Lease, and Lessor shall remain liable with respect to its obligations thereunder in each case except in the event that the Lender succeeds to the interests of the Lessor under the Master Lease as a result of taking title to the Properties; and

(d) With respect to any consents, waivers, amendments, supplements or modifications requested by Lessee or required to be obtained from Lender in connection with any such request pursuant to the terms of this Acknowledgement or of the Master Lease, Lessee shall be responsible for the payment of costs, if any, for obtaining such consents, waivers, amendment, supplements or modifications from Lender and all costs, expenses and fees, if any, of the rating agencies with respect thereto.

5. Lessee hereby acknowledges and agrees:

(a) to deliver to Lender, simultaneously with the delivery to Lessor, any notices or other communications which it delivers to Lessor under the Master Lease,

(b) to attorn to Lender, or any transferee of a Property by foreclosure or by transfer in lieu of foreclosure, upon succession of Lender or such transferee to the interest of Lessor in the Property, under the then executory terms and conditions of the Master Lease and, if Lender so acquires title to the Property, Lessor's interest thereunder is freely assignable by Lender to any person or entity without the consent of Lessee and, upon any such assignment, the Lessee shall recognize such assignee as Lessor under the Master Lease, but only upon the condition that, so long as no Event of Default has occurred and is continuing under the Master Lease, Lessee shall have the right to remain in possession of the Properties under the terms of the Master Lease without disturbance,

notwithstanding any default in any or all of the Mortgages, or any exercise by Lender of any rights and remedies under the Mortgages, or after foreclosure thereof or after the delivery of a deed or other conveyance to Lender (or its designee or nominee) in lieu of any of the foregoing, and Lender, by its execution hereof, does hereby agree to such nondisturbance as is set forth in this Section 5(b) and agrees to execute and deliver or cause to be executed and delivered to Lessee, at Lessee's cost and expense, such further documents or instruments as may be reasonably requested by Lessee confirming such nondisturbance;

(c) to deliver to Lender, upon twenty (20) days' prior written request, an estoppel in the form required by Section 28 of the Master Lease; and

(d) to permit Lender, and its agents, accountants and attorneys, to inspect each Property and the books and records of Lessee to the same extent that Lessor is allowed to make such inspections in accordance with the provisions of the Master Lease, provided Lender shall be obligated to comply with, and by its execution hereof, does hereby agree to comply with, such terms and conditions of the Master Lease with respect to such inspections as are otherwise applicable to Lessor.

6. This Acknowledgement shall be construed in accordance with and governed by the laws of the State of Arizona, without regard to the conflict of law provisions thereof.

7. Each of Lender, Lessee and Lessor agrees that (a) the rejection by Lessor of a Rejectable Offer presented by Lessee under the Master Lease, (b) the rejection by Lessor of a Rejectable Purchase Offer presented by Lessee under the Master Lease, and (c) the rejection by Lessor of a Rejectable Substitution Offer presented by Lessee under the Master Lease shall not be valid and shall be void and of no force and effect, unless the prior written consent of Lender is obtained, provided that, Lender shall grant such consent if Lessor satisfies the conditions to the granting of such consent set forth in the Mortgages.

8. This Acknowledgement, together with the covenants and agreements herein contained, shall inure to the benefit of Lessor and Lender and their respective successors and assigns, and shall be binding upon Lessee and its successors and permitted assigns, and any subsequent owner of any Property which remains subject to the Master Lease. This Acknowledgement, together with the covenants and agreements herein contained, shall inure to the benefit of Lessee and its respective successors and permitted assigns, and shall be binding upon Lessor and Lender and their respective successors and assigns, and any subsequent owner of any Property which remains subject to the Master Lease.

9. All notices, consents, approvals and requests required or permitted hereunder or under any other Loan Document shall be given in writing and shall be effective for all purposes if hand delivered or sent by (i) certified or registered United States mail, postage prepaid, return receipt requested, or (ii) expedited prepaid delivery service, either commercial or United States Postal Service, with proof of attempted delivery, in each case addressed as shown below, or (iii) by facsimile to the facsimile numbers shown below followed by notice sent in accordance with clause (ii) to the addressees shown below:

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If to Lender:

Dennis L. Ruben, Esq.
Executive Vice President and General Counsel
FFCA Acquisition Corporation
17207 North Perimeter Drive
Scottsdale, AZ 85255
Telephone: (602) 585-4500
Telecopy: (602) 585-2226

If to Lessor:

LoJon Property LLC
c/o U.S. Realty Advisors, LLC
1370 Avenue of the Americas
New York, NY 10019
Attention: Mr. David M. Ledy
Telephone: (212) 581-4540
Telecopy: (212) 581-4950

If to Lessee:

If given by certified or registered mail, return receipt requested:

Gregory M. Jasko
Long John Silver's, Inc.
P.O. Box 1988
Lexington, KY 40579-1988
Telephone: (606) 388-6000
Telecopy: (606) 388-6655

If given by any other method of delivery described in this Section:

Gregory M. Jasko
Long John Silver's, Inc.
315 South Broadway
Lexington, KY 40508
Telephone: (606) 388-6000
Telecopy: (606) 388-6655

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With a copy to: Sidney J. Feltenstein
Long John Silver's, Inc.
c/o A & W Restaurants, Inc.
One A & W Drive
Farmington Hills, MI 48331
Telephone: (248) 699-2000 ext 92000
Telecopy : (248) 533-8728

If to Remainderman: LJ Remainder LLC
c/o U.S. Realty Advisors, LLC
1370 Avenue of the Americas
New York, NY 10019
Attention: Mr. David M. Ledy
Telephone: (212) 581-4540
Telecopy: (212) 581-4950

Such address or facsimile number may be changed by any party in a written notice to the other parties hereto in the manner provided for in this Section. A notice shall be deemed to have been given: in the case of hand delivery, at the time of delivery; in the case of registered or certified mail, when delivered or the first attempted delivery on a business day; in the case of expedited prepaid delivery, upon the first attempted delivery on a business day; or in the case of facsimile delivery upon receipt noted on the copy of the facsimile notice retained in the records of the sender thereof. A party receiving a notice which does not comply with the technical requirements for notice under this Section 9 may elect to waive any deficiencies and treat the notice as having been properly given.

10. This Acknowledgement may be executed in any number of counterparts, each of which is an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

11. This Acknowledgement cannot be altered, amended, modified or discharged orally and no executory agreement shall be effective to modify or discharge it in whole or in part, unless in writing and signed by the parties hereto.

12. Remainderman holds a remainder interest in the Properties and is executing this Acknowledgement to evidence its consent to the terms of this Acknowledgement, and Remainderman hereby agrees to be bound by the terms of this Acknowledgement should Remainderman succeed to the interest of Lessor as landlord under the Master Lease.

13. In the event of a breach by Lessor in its obligations under the Master Lease, then Lender, if it elects to cure such breach, shall have 30 days within which to cure such breach or if such breach cannot reasonably be cured within such 30-day period, and Lender is diligently pursuing a cure of such breach, then Lender shall have a reasonable period to cure such failure

beyond such 30-day period, which shall in no event exceed 90 days after receiving notice of the failure from Lessee.

14. (a) Notwithstanding anything to the contrary contained in this Acknowledgement, the Mortgages or any other Loan Documents, except as otherwise provided in this Section 14, Lender shall not enforce the liability and obligation of Lessor to pay the indebtedness evidenced by the Notes nor shall Lender enforce the obligation of Lessor or Remainderman to pay any other sums owing or to perform and observe the obligations contained in this Acknowledgement, the Mortgages, the Notes or in any other Loan Documents, as applicable, by any action or proceeding wherein a money judgment or personal liability shall be sought against Lessor or Remainderman, any beneficiaries, members, partners, shareholders, officers, directors or employees of Lessor, any partners, beneficiaries, officers, shareholders, members, directors, employees of any thereof (collectively, the "Released Parties"), and Lender, by accepting this Acknowledgement, the Mortgages, the Notes and the other Loan Documents, agrees that it shall not, except as otherwise provided in this Section 14, sue for, seek or demand any deficiency judgment against any of the Released Parties in any action or proceeding under, or by reason of, or in connection with this Acknowledgement, the Mortgages, the Notes or the other Loan Documents; provided that Lender may sell the Properties pursuant to the power of sale conferred in the Mortgages or Lender may bring a foreclosure action, action for specific performance or other appropriate action or proceeding to enable Lender to enforce and realize upon the Notes, this Acknowledgement, the Mortgages and the other Loan Documents, and the Properties, the Rents and any other collateral given to Lender pursuant to this Acknowledgement, the Mortgages, the other Loan Documents, provided, however, that any judgment in any action or proceeding shall be enforceable against Lessor and Remainderman only to the extent of their respective interests in the Properties, the Rents and any other collateral given to Lender. In no event shall cash flow or excess proceeds distributed to Lessor by Lender pursuant to the Mortgages constitute Rents subsequent to such distribution.

(b) Nothing contained herein shall (i) constitute a waiver, release or impairment of the obligations secured by the Mortgages; (ii) impair the right of Lender to name Lessor as a party defendant in any action or suit for judicial or non-judicial foreclosure and sale under the Mortgages as long as no deficiency judgment is sought against any of the Released Parties; (iii) affect the validity or enforceability of any indemnity, guaranty, lease or similar instrument made in connection with this Acknowledgement, the Notes, the Mortgages or the other Loan Documents; (iv) impair the right of Lender to obtain the appointment of a receiver; or (v) impair the enforcement of the assignment of leases and rents set forth in the Mortgages.

(c) Notwithstanding the provisions of this Section to the contrary, Lessor and Remainderman shall be personally liable to Lender for any losses incurred by Lender as a result of (i) fraud or intentional misrepresentation by any of the Released Parties in connection with the execution and delivery of the Notes, this Acknowledgement, the Mortgages or the other Loan Documents; (ii) the misapplication or misappropriation by any of the Released Parties of Rents actually received by any of the Released Parties after the occurrence of an Event of Default; (iii) the misappropriation by any of the Released Parties of tenant security deposits or Rents collected in advance and actually received by any of the Released Parties; (iv) the misappropriation by any of the Released Parties of insurance proceeds or condemnation awards actually received by any of the Released Parties; (v) any affirmative act of actual waste, willful damage or arson by any of

the Released Parties; or (vi) the Properties or any portion thereof or interest therein becoming an asset in (A) a voluntary bankruptcy or insolvency proceeding commenced by or on behalf of any of the Released Parties or (B) an involuntary bankruptcy or insolvency proceeding commenced by any of the Released Parties.

(d) Nothing herein shall be deemed to be a waiver of any right which Lender may have under Sections 506(a), 506(b), 1111(b) or any other provisions of the United States Bankruptcy Code, 11 U.S.C. §§ 101 *et seq.*, as amended, to file a claim for the full amount of the obligations secured by the Mortgages or to require that all collateral shall continue to secure all of such obligations owing to Lender in accordance with this Acknowledgement, the Notes, the Mortgages and the other Loan Documents.

15. Lender shall be responsible for:

- (i) the preparation of all amendments contemplated by Section 8.D of the Master Lease; and
- (ii) the payment of all reasonable attorneys' fees and out-of-pocket expenses incurred by Lessee with respect to any Securitization of the Loans other than the first permanent Securitization of the Loans.

16. In the event of a default under any of the Mortgages that is also a default under the Master Lease, Lender shall send notice of such default to Lessee simultaneously with any notice of default sent to Lessor.

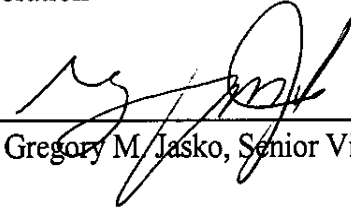
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IN WITNESS WHEREOF, the undersigned have caused this Acknowledgement to be duly executed as of the date hereof.

LESSEE:

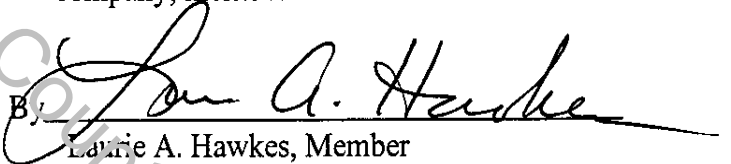
LONG JOHN SILVER'S, INC., a Delaware corporation

By 
Gregory M. Jasko, Senior Vice President

LESSOR:

LOJON PROPERTY LLC, a Delaware limited liability company

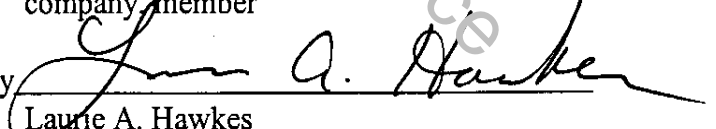
By LJ Equity LLC, a Delaware limited liability company, member

By 
Laurie A. Hawkes, Member

REMAINDERMAN:

LJ REMAINDER LLC,
a Delaware limited liability company

By LJ Remeq LLC, a Delaware limited liability company, member

By 
Laurie A. Hawkes
Vice President

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LENDER:

FFCA ACQUISITION CORPORATION, a
Delaware corporation

By *Boyd Messmann*
Boyd Messmann, Vice President

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STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

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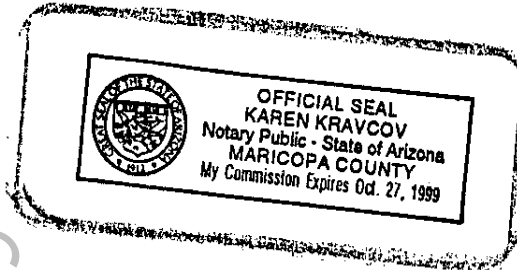
I, Karen Kravcov, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Gregory M. Jasko, Senior Vice President of Long John Silver's, Inc., a Delaware corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as, appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said corporation, and as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31st day of August, 1999.

Karen Kravcov

Notary Public

My Commission Expires:



STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

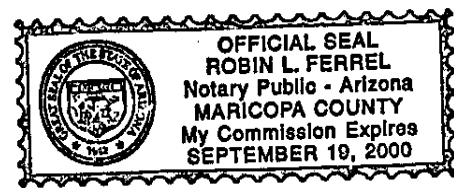
I, Robin L. Ferrel, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Laurie A. Hawkes Member of LJ Equity LLC, a Delaware limited liability company, Member of LoJon Property LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as, appeared before me this day in person and acknowledged to me that she, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said companies, and as her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31 day of August, 1999.

Robin L. Ferrel

Notary Public

My Commission Expires:



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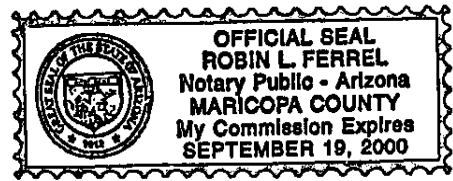
STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

I, Robin L. Ferrel, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Laurie A. Hawkes, Member of LJ Remeq LLC, a Delaware limited liability company, Member of LJ Remainderman LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as, appeared before me this day in person and acknowledged to me that she, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said companies, and as her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31 day of August, 1999.

Robin L. Ferrel
Notary Public

My Commission Expires:



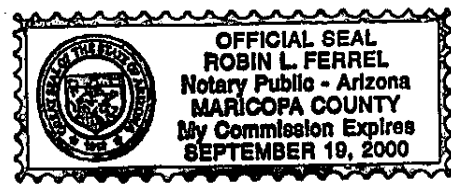
STATE OF ARIZONA)
) SS.
COUNTY OF MARICOPA)

I, Robin L. Ferrel, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Boyd Messmann, Vice President of FFCA Acquisition Corporation, a Delaware corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as, appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said corporation, and as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31 day of August, 1999.

Robin L. Ferrel
Notary Public

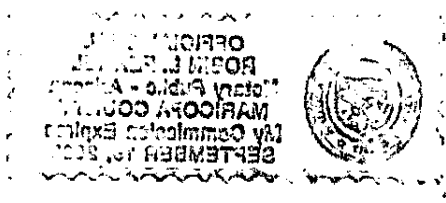
My Commission Expires:



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Property of Cook County Clerk's Office



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EXHIBIT A PROPERTIES

09061496

LESSOR NO.	UNIT NO.	ADDRESS	CITY	ST.
80003214	5194	983 W Sunset Ave	Springdale	AR
80003215	5206	1036 W Walnut St	Rogers	AR
80003216	5410	3009 Alma Hwy	Van Buren	AR
80003217	5596	4101 S University Ave	Little Rock	AR
80003299	3154	123 Harlem Ave	Forest Park	IL
80003300	3179	3231 Chicago Rd	S. Chicago Heights	IL
80003303	3202	800 Irving Park Rd	Hanover Park	IL
80003304	3204	3901 W Touhy Ave	Lincolnwood	IL
80003312	3430	1165 N Lake St	Aurora	IL
80003316	3790	265 N Kinzie	Bradley	IL
80003344	3342	2724 Winchester Ave	Ashland	KY
80003345	3092	US 21 & Brenwood St	Berea	KY
80003346	3188	Route 60 Byp	Versailles	KY
80003374	3215	806 Highway 72 E	Corinth	MS
80003401	5253	1040 S Burlington Ave	Hastings	NE
80003402	5417	915 N 27th St	Lincoln	NE
80003403	5252	5023 S 108th St	Omaha	NE
80003404	5296	605 Galvin Rd S	Bellevue	NE
80003405	5309	4440 Dodge St	Omaha	NE
80003406	5427	4820 L St	Omaha	NE
80003410	3380	306 Blowing Rock Blvd (US 321)	Lenoir	NC
80003411	3417	1303 Curtis Bridge Rd	Wilkesboro	NC
80003413	3389	1209 Oak St	Forest City	NC
80003414	3673	800 Biltmore Ave	Asheville	NC
80003415	3081	3081 State Route 7 N.	Gallipolis	OH
80003416	3375	RR 2 Box 413	South Point	OH
80003417	3392	810 S 3rd St	Ironton	OH
80003418	3363	10780 Brook Park Road	Brooklyn	OH
80003423	3488	7390 Mentor Ave	Mentor	OH
80003424	3627	904 Cleveland St	Elyria	OH
80003427	3436	3516 Maple Ave	Zanesville	OH
80003428	3442	863 Hebron Rd	Heath	OH
80003429	3472	1102 S High St	Columbus	OH
80003430	3579	1165 Columbus Pike	Delaware	OH
80003431	3015	717 N Limestone	Springfield	OH
80003432	3184	2217 S Limestone	Springfield	OH
80003434	3447	1814 W Alexis Rd	Toledo	OH
80003435	3462	1027 Conant St	Maumee	OH
80003437	3564	2412 Woodville Rd	Oregon	OH
80003438	3244	1039 Boardman Poland Rd	Youngstown	OH
80003461	3729	2840 W 26th St	Erie	PA
80003465	3692	4601 Jonestown Rd	Harrisburg	PA
80003466	3158	522 W Plank Rd	Altoona	PA
80003467	3341	RR 3 Box 164A	Du Bois	PA
80003468	3444	1800 Daisy St	Clearfield	PA
80003469	3697	2185 W Union Blvd	Bethlehem	PA
80003470	3058	1655 Route 286 South	Indiana	PA
80003471	3240	RR 2 Box 103	Franklin	PA

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EXHIBIT A PROPERTIES

09061496

LESSOR NO.	UNIT NO.	ADDRESS	CITY	ST.
80003472	3242	548 Morgantown Rd	Uniontown	PA
80003473	3267	201 Hoffman Blvd	Duquesne	PA
80003474	3271	2100 Washington Pike	Heidelberg	PA
80003475	3376	RR 4 Box 60-3	Blairsville	PA
80003476	3382	I-80/Route 68	Clarion	PA
80003477	3410	807 W View Park Dr	West View	PA
80003479	3592	2417 Brownsville Rd	Pittsburgh	PA
80003480	3726	105 Cavasina Dr	Canonsburg	PA
80003481	3535	1097 Lincoln Way E	Chambersburg	PA
80003483	3691	6198 Cressona Mall	Pottsville	PA
80003484	3693	RR 1 Box 316	Hazleton	PA
80003485	3694	1739 E 3rd St	Williamsport	PA
80003487	3128	150 S Hermitage Rd	Sharon	PA
80003489	3186	1615 Richland Ave W	Aiken	SC
80003490	3099	100 Garner Rd	Spartanburg	SC
80003491	3384	121 E Shockley Ferry Rd	Anderson	SC
80003492	3446	1400 Augusta Rd	Greenville	SC
80003493	3577	3314A N Main St	Anderson	SC
80003494	3614	610 W White Horse Rd	Greenville	SC
80003517	5364	4424 Buffalo Gap Rd	Abilene	TX
80003519	5041	2014 Paramount Blvd	Amarillo	TX
80003520	5086	4615 S Western St	Amarillo	TX
80003521	5156	1055 N Hobart St	Pampa	TX
80003522	5165	725 N Pierce St	Amarillo	TX
80003523	5337	504 Borger Shopping Center	Borger	TX
80003524	5358	7145 Bell St	Amarillo	TX
80003525	5365	1200 W 1st St	Hereford	TX
80003526	5070	5403 Cameron Rd	Austin	TX
80003529	5293	2109 E Riverside Dr	Austin	TX
80003530	5626	704 E William Cannon Dr	Austin	TX
80003531	5016	4422 Ayers St	Corpus Christi	TX
80003532	5203	923 S 14th St	Kingsville	TX
80003533	5354	7010 S Padre Island Dr	Corpus Christi	TX
80003534	5473	2510 N Saint Mary's St	Beeville	TX
80003535	5494	1812 E Main St	Alice	TX
80003536	5598	4831 S Staples St	Corpus Christi	TX
80003537	5051	1807 W University Dr	Denton	TX
80003538	5064	4401 Lemmon Ave	Dallas	TX
80003539	5081	401 University Drive	Fort Worth	TX
80003540	5096	6210 Wesley St	Greenville	TX
80003541	5097	6042 Lake Worth Boulevard	Lake Worth	TX
80003542	5160	2427 W. Pioneer Parkway	Arlington	TX
80003543	5162	2004 W 7th Ave	Corsicana	TX
80003544	5220	1009 E. Seminary Drive	Fort Worth	TX
80003545	5221	400 W. Irving Blvd	Irving	TX
80003546	5224	615 W Moore Ave	Terrell	TX
80003547	5289	5303 E Lancaster Ave	Fort Worth	TX
80003548	5329	1701 S Main St	Weatherford	TX

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EXHIBIT A PROPERTIES

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LESSOR NO.	UNIT NO.	ADDRESS	CITY	ST
80003549	5330	1225 NW 19th St	Grand Prairie	TX
80003550	5331	2828 E Ledbetter Dr	Dallas	TX
80003551	5336	1308 E Pleasant Run Rd	De Soto	TX
80003552	5338	2111 Crockett Rd	Palestine	TX
80003553	5368	1100 E Parker Rd	Plano	TX
80003554	5381	4314 Live Oak St	Dallas	TX
80003555	5383	959 N Beach St	Fort Worth	TX
80003556	5384	3535 Alta Mesa Blvd	Fort Worth	TX
80003559	5570	1708 W University Dr	Mc Kinney	TX
80003560	5581	5540 Rufe Snow Dr	N. Richland Hills	TX
80003561	5587	680 W Highway 303	Grand Prairie	TX
80003562	5592	2624 Midway Rd	Carrollton	TX
80003563	5602	1001 E Highway 377	Granbury	TX
80003564	5640	3606 S Polk St	Dallas	TX
80003565	5641	2215 W Walnut St	Garland	TX
80003566	5642	2621 S Westmoreland Rd	Dallas	TX
80003567	5094	9571 Dyer St	El Paso	TX
80003568	5442	923 N Zaragoza Rd	El Paso	TX
80003569	5046	6815 S Kirkwood Rd	Houston	TX
80003572	5072	2060 Gessner Dr	Houston	TX
80003573	5073	7801 Belmont St	Houston	TX
80003574	5108	707 Dixie Dr	Clute	TX
80003575	5166	2822 Red Bluff Rd	Pasadena	TX
80003576	5167	2101 Sam Houston Ave	Huntsville	TX
80003577	5175	981 Nasa Rd 1	Houston	TX
80003579	5311	9950 FM 1960 Bypass Rd W	Humble	TX
80003580	5314	2009 Mangum Rd	Houston	TX
80003581	5335	1100 Old Spanish Trl	Houston	TX
80003582	5394	3202 E Broadway St	Pearland	TX
80003585	5424	6929 Harrisburg Blvd	Houston	TX
80003587	5490	44 Aldine Bender Rd	Houston	TX
80003588	5063	2344 19th St	Lubbock	TX
80003589	5087	3101 Olton Rd	Plainview	TX
80003590	5172	3415 S Loop 289	Lubbock	TX
80003591	5356	222 Clubview Dr	Levelland	TX
80003592	5532	1101 50th St	Lubbock	TX
80003593	5200	1202 S Commerce St	Harlingen	TX
80003594	5437	1201 W US Highway 83	Weslaco	TX
80003595	5448	1165 FM 802	Brownsville	TX
80003596	5042	1918 E 8th St	Odessa	TX
80003597	5084	2403 S Gregg St	Big Spring	TX
80003598	5088	115 E 42nd St	Odessa	TX
80003600	5444	1418 W County Rd	Odessa	TX
80003601	5066	3121 Sherwood Way	San Angelo	TX
80003602	5426	3006 Knickerbocker Rd	San Angelo	TX
80003603	5178	2623 Rockgate St	San Antonio	TX
80003604	5180	2904 N Navarro St	Victoria	TX
80003605	5207	11430 Perrin Beitel Rd	San Antonio	TX

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EXHIBIT A PROPERTIES

09061496

LESSOR NO.	UNIT NO.	ADDRESS	CITY	ST.
80003606	5249	5430 Walzem Rd	San Antonio	TX
80003607	5251	301 Sidney Baker St S	Kerrville	TX
80003608	5306	6440 San Pedro Ave	San Antonio	TX
80003609	5391	4350 W Commerce St	San Antonio	TX
80003611	5396	1737 SW Loop 410	San Antonio	TX
80003612	5441	1205 Avenue F	Del Rio	TX
80003613	5351	2409 E End Blvd S	Marshall	TX
80003614	5219	1505 North St	Nacogdoches	TX
80003615	5242	1112 S Timberland Dr	Lufkin	TX
80003616	5277	209 W Loop 281	Longview	TX
80003617	5080	901 S 6th St	Waco	TX
80003618	5091	201 N General Bruce Dr	Temple	TX
80003619	5181	1801 N Valley Mills Dr	Waco	TX
80003620	5240	3224 S Texas Ave	Bryan	TX
80003621	5342	1404 S Fort Hood St	Killeen	TX
80003622	5347	1808 Texas Ave S	College Station	TX
80003623	5459	1800 Mitchell Ave	Waco	TX
80003624	5484	3210 S 31st St	Temple	TX
80003625	5278	2009 Maurine St	Wichita Falls	TX
80003626	5313	4413 Kemp Blvd	Wichita Falls	TX
80003651	3025	3124 E Cumberland Rd	Bluefield	WV
80003652	3241	204 Seneca Trl	Ronceverte	WV
80003653	3330	1175 Riverside Dr	Welch	WV
80003654	3344	1550 Main St E	Oak Hill	WV
80003655	3365	Route 107 & Bell Point P.d.	Hinton	WV
80003656	3379	Rte. 19 Ritter Drive	Beaver	WV
80003657	3036	4630 MacCorkle Avenue SW	Spring Hill	WV
80003658	3119	1513 Harrison Ave	Elkins	WV
80003659	3156	RR 3 Box 6B	Weston	WV
80003660	3295	1601 Edwin Miller Blvd	Martinsburg	WV
80003661	3257	206 N State Street Route 2	New Martinsville	WV
80003662	3682	Route 2 & Western Ave	Moundsville	WV
80003663	3686	3940 S Main St	Weirton	WV

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EXHIBIT A-1

LEGAL DESCRIPTION:

Lots 9, 10, 11, 12, 13, 23, 22, 21, 20 and 19; and also the West 1/2 of the North and South vacated alley lying Easterly of Lots 23, 22, 21, 20 and 19; and also the East 1/2 of the North and South vacated alley lying Westerly of the adjoining Lots 9, 10, 11, 12 and 13; all in Block 1 in Sjolms Addition to Chicago Heights, being a subdivision of the South 7 acres of Lot 8 in Circuit Court Partition of the Northeast 1/4 of Section 32 and the West 1/2 of the Northwest 1/4 of Section 33, Township 35 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, according to the plat thereof recorded August 18, 1906 as Document Number 3905978, in Cook County, Illinois.

FFCA# 8000-3300

S. CHICAGO HEIGHTS, IL

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SCHEDULE I

ACCOUNT

Norwest Bank Minneapolis, N.A.

ABA # 091000019

Minneapolis, MN

Beneficiary Account No. - 0600004881

Beneficiary Account Name - FFCA OSP

Property of Cook County Clerk's Office