

SECURITIES AND EXCHANGE COMMISSION
 Washington, D.C. 20549

 FORM S-11
 REGISTRATION STATEMENT
 under
 THE SECURITIES ACT OF 1933

FM 1993A CORP.

(Exact name of registrant as specified in governing instruments)

CRC-I LIMITED PARTNERSHIP
 CRC-II LIMITED PARTNERSHIP
 FOODMAKER, INC.

(exact name of co-registrants as specified in their governing instruments)

 One Financial Center, 13th Floor
 Boston, Massachusetts 02111

 9330 Balboa Avenue
 San Diego, California 92123

(Address of principal executive
 offices of FM 1993A Corp.,
 CRC-I and CRC-II)

(Address of principal executive
 offices of
 Foodmaker, Inc.)

 Charles W. Duddles
 9330 Balboa Avenue
 San Diego, California 92123

(Name and address of registrant's and
 co-registrants' agent for service)
 With copies to:

Rhonda S. Wagner, Esq.
 Gibson, Dunn & Crutcher
 750 B Street, Suite 3300
 San Diego, California 92101
 (619) 544-8025

Approximate date of commencement of proposed sale to the public:
 As soon as practicable after the effective date of this Registration Statement.

 CALCULATION OF REGISTRATION FEE

Title of Securities being Registered	Amount to be Registered	Proposed Maximum Offering Price Per Unit(1)	Proposed Maximum Aggregate Offering Price(1)	Amount of Registration Fee
Series B 9.75% Senior Secured Notes due November 1, 2003	\$70,000,000	100%	\$70,000,000	\$24,138
CRC-I Guaranty thereof	—	—	—	—
CRC-II Guaranty thereof	—	—	—	—

(1) Estimated solely for the purpose of calculating the registration fee.

 The registrant hereby amends this registration statement on such date or
 dates as may be necessary to delay its effective date until the registrant
 shall file a further amendment which specifically states that this registration
 statement shall thereafter become effective in accordance with Section 8(a) of
 the Securities Act of 1933 or until the registration statement shall become
 effective on such date as the Securities and Exchange Commission, acting
 pursuant to said Section 8(a), may determine.

FM 1993A CORP.

Cross Reference Sheet Showing Location in Prospectus of Information
Required by Items of Part I of Form S-11

Numbers and Captions -----	Location or Heading in Prospectus -----
1. Forepart of the Registration Statement and Outside Front Cover Page of Prospectus	Outside Front Cover Page of Prospectus
2. Inside Front and Outside Back Cover Pages of Prospectus	Inside Front Cover and Outside Back Cover Pages of Prospectus; Table of Contents; Available Information; Incorporation of Certain Documents by Reference
3. Summary Information, Risk Factors, and Ratio of Earnings to Fixed Charges	Prospectus Summary; Risk Factors
4. Determination of Offering Price	The Exchange Offer
5. Dilution	Not Applicable
6. Selling Security Holders	Not Applicable
7. Plan of Distribution	Prospectus Summary; The Exchange Offer
8. Use of Proceeds	The Exchange Offer
9. Selected Financial Data	Selected Unaudited Pro Forma Financial Data
10. Management's Discussion and Analysis of Financial Condition and Results of Operations	Management's Discussion and Analysis of Financial Condition and Results of Operations
11. General Information as to Registrant	Prospectus Summary; Business
12. Policy with Respect to Certain Activities	Prospectus Summary; Business
13. Investment Policies of Registrant	Prospectus Summary; Description of Leases; Business
14. Description of Real Estate	Description of Underlying Transactions
15. Operating Data	Description of Leases
16. Tax Treatment of Registrant and Its Security Holders	Certain Federal Income Tax Consequences
17. Market Price of and Dividends on the Registrant's Common Equity and Related Stockholder Matters	Equity Ownership
18. Description of Registrant's Securities	Prospectus Summary; Description of Notes
19. Legal Proceedings	Not Applicable
20. Security Ownership of Certain Beneficial Owners and Management	Equity Ownership
21. Directors and Executive Officers	Management
22. Executive Compensation	Management
23. Certain Relationships and Related Transactions	Not Applicable
24. Selection, Management and Custody of Registrant's Investments	Business
25. Policies with Respect to Certain	Prospectus Summary; Business

Transactions

26. Limitations of Liability

Description of Underlying
Transactions; Description of New
Notes

Numbers and Captions -----	Location or Heading in Prospectus -----
27. Financial Statements and Information	Incorporation of Certain Foodmaker Documents by Reference
28. Interests of Named Experts and Counsel	Not Applicable
29. Disclosure of Commission Position on Indemnification for Securities Act Liabilities	Not Applicable

SUBJECT TO COMPLETION, DATED MAY _____, 1994
P R O S P E C T U S

FM 1993A CORP.
Offer for all Outstanding
Privately Placed 9.75% Senior Secured Notes
due November 1, 2003
in Exchange for
Series B 9.75% Senior Secured Notes due November 1, 2003
Guaranteed by CRC-I Limited Partnership and CRC-II Limited Partnership
The offer will expire at midnight, New York City time,
on _____, 1994, unless extended.

FM 1993A Corp. (the "Issuer"), a Delaware corporation, hereby offers (the "Exchange Offer"), upon the terms and subject to the conditions set forth herein and in the related Letter of Transmittal, to exchange up to \$70 million aggregate principal amount of Series B 9.75% Senior Secured Notes due November 1, 2003 (the "New Notes") of the Issuer for a like amount of privately placed 9.75% Senior Secured Notes due November 1, 2003 (the "Old Notes" and together with the New Notes, the "Notes") from the holders (the "Holders of Old Notes"; individually, a "Holder of Old Notes") thereof.

The New Notes are being offered hereunder in order to satisfy the obligations of the Issuer under a registration rights agreement dated as of December 15, 1993 (the "Registration Rights Agreement") among the Issuer, Foodmaker, Inc. ("Foodmaker" or "Lessee"), CRC-I Limited Partnership ("CRC-I"), CRC-II Limited Partnership ("CRC-II") and the purchasers of the Old Notes who are signatories to the Registration Rights Agreement (the "Initial Purchasers"). The Exchange Offer is designed to provide to Holders of Old Notes an opportunity to acquire New Notes which, unlike the Old Notes, are expected to be freely transferable at all times, subject to state securities or "blue sky" law restrictions, provided that the Holder of Old Notes is not an "affiliate" of the Issuer within the meaning of the Securities Act of 1933, as amended (the "Securities Act"), and represents that the New Notes are being acquired in the ordinary course of such holder's business and that said Holder of Old Notes is not engaged in, and does not intend to engage in, a distribution of the New Notes. With the exception of the freely transferable nature of the New Notes, the New Notes are substantially identical to the Old Notes. Both the Old Notes and the New Notes are guaranteed by CRC-I and CRC-II but are without recourse to the general partners of such limited partnerships. See "The Exchange Offer - Purpose of the Exchange Offer."

The Issuer will accept for exchange any and all validly tendered Old Notes on or prior to midnight, New York time, on _____, 1994, unless extended (the "Expiration Date"). Tenders of Old Notes made pursuant to the Exchange Offer may not be withdrawn. Foodmaker will pay the expenses of the Exchange Offer.

The New Notes will bear interest from July 1, 1994. Accordingly, Holders of Old Notes who receive New Notes in exchange for Old Notes will forego accrued but unpaid interest on their exchanged Old Notes for the period from July 1, 1994 to the date of exchange, but will be entitled to such interest under the New Notes. See "Description of New Notes."

The Issuer makes no recommendation to Holders of Old Notes as to whether to tender or refrain from tendering all of any portion of their Old Notes pursuant to the Exchange Offer. In addition, no one has been authorized to make any such recommendation. Holders of Old Notes must make their own decision whether to tender pursuant to the Exchange Offer and, if so, the principal amount of Old Notes to tender after reading this Prospectus and consulting with their advisors, if any, based on their own financial position and requirements.

The Exchange Offer is not conditioned upon any minimum principal amount of Old Notes being tendered for exchange. However, the Exchange Offer is subject to certain customary conditions. See "The Exchange Offer."

FOR A DISCUSSION OF CERTAIN OTHER CONSIDERATIONS RELEVANT TO AN INVESTMENT IN

THE NEW NOTES, SEE "RISK FACTORS."

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE
SECURITIES AND
EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS
THE
COMMISSION OR ANY STATE COMMISSION PASSED UPON THE ACCURACY
OR
ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE
CONTRARY IS A CRIMINAL OFFENSE.

The date of this Prospectus is _____, 1994.

INCORPORATION OF CERTAIN FOODMAKER DOCUMENTS BY REFERENCE

The following documents previously filed with the Securities and Exchange Commission (the "Commission") by Foodmaker pursuant to the Securities Exchange Act of 1934, as amended (the "Exchange Act"), are incorporated herein by reference and made a part hereof: (1) Foodmaker's Annual Report on Form 10-K for the fiscal year ended October 3, 1993; (2) Foodmaker's Quarterly Reports on Form 10-Q for the fiscal quarters ended January 23, 1994[, and April __, 1994]; and (3) Foodmaker's Current Report on Form 8-K/A dated January 27, 1994.

Each document filed by Foodmaker pursuant to Sections 13(a), 13(c), 14 or 15(d) the Exchange Act after the date of this Prospectus and prior to the termination of the offering of the New Notes made hereby shall be deemed to be incorporated by reference into this Prospectus and to be a part hereof from the date of filing of such document.

Any statement contained herein or in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Prospectus to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Prospectus.

Foodmaker will provide without charge to each person, including any beneficial owner of Old Notes, to whom this Prospectus is delivered, upon the written or oral request of such person, a copy of any or all of the documents which have been incorporated by reference in this Prospectus (other than exhibits to such documents which are not specifically incorporated by reference into such documents). Such requests should be directed to Foodmaker, Inc., Attn: Corporate Communications, 9330 Balboa Avenue, San Diego, California 92123, (619) 571-2121.

AVAILABLE INFORMATION

The Issuer has filed with the Commission a registration statement relating to the New Notes offered hereby (herein, together with all amendments and exhibits, referred to as the "Registration Statement") under the Securities Act. This Prospectus does not contain all of the information set forth in the Registration Statement, certain parts of which are omitted in accordance with the rules and regulations of the Commission. For further information, reference is hereby made to the Registration Statement. Statements made in this Prospectus as to the contents of any contract, agreement or other document referred to are not necessarily complete. With respect to each such contract, agreement or other document filed as an exhibit to the Registration Statement, reference is made to such exhibit for a more complete description thereof, and each such statement shall be deemed qualified in its entirety by such reference. The Registration Statement and the exhibits and schedules thereto may be inspected without charge and copied at prescribed rates at the Public Reference Section of the Commission at Room 1024, 450 Fifth Street, N.W., Washington, D.C. 20549 and at the Commission's regional offices at 7 World Trade Center, New York, New York 10048 and at the Northwestern Atrium Center, 500 West Madison Street, Suite 1400, Chicago, Illinois 60661.

The Issuer is required under the terms of an indenture dated as of December 15, 1993, between the Issuer and State Street Bank and Trust Company, as trustee (the "Trustee"), as amended by an amendment dated _____, 1994 (the "Indenture"), to provide a copy of: (i) a balance sheet of the Issuer at the end of each year setting forth in comparative form the figures for the corresponding period in the previous fiscal year, and (ii) statements of income and retained earnings and of changes in cash flows of the Issuer for such year, setting forth in comparative form the figures for the previous fiscal year, all in reasonable detail and certified by the treasurer of the Issuer as being accurate and complete and, if requested by the holders of more than 50% of the aggregate principal amount of all Notes outstanding, or if required under any applicable securities laws, accompanied by a letter from a firm of independent certified public accountants of nationally recognized reputation, which certificate shall state that such financial statements fairly present the financial condition of the Issuer and that the examination of such accountants in connection therewith has been made in accordance with generally accepted auditing standards, and accordingly employed such tests of the accounting records and such other auditing procedures as were deemed necessary.

Moreover, during the period beginning on the original issuance date of the Old Notes and ending on the date that is three years from such date, the Issuer is required, during any period in which Foodmaker or the Issuer is not subject to

Section 13 or 15(d) under the Exchange Act, to make available to any Holder or beneficial holder of Old Notes which continue to be Restricted Notes, in connection with any sale thereof, and make available to any prospective purchaser of Old Notes from such Holder or beneficial holder of Old Notes, the information required pursuant to Rule 144A(d)(4) under the Securities Act upon the request of such Holder or beneficial holder of Old Notes. The Issuer is also required to take such further action as any Holder or beneficial holder of Old Notes may reasonably request, all to the extent required from time to time, to enable such Holder or beneficial holder of Old Notes to sell its Old Notes without registration under the Securities Act within the limitation of the exemption provided by Rule 144A, as such rule may be amended from time to time. Upon the request of any Holder or beneficial holder of Old Notes, the Issuer is required to deliver to such Holder or beneficial holder of Old Notes a written statement as to whether it has complied with such requirements.

Based on interpretive letters previously issued by the Staff of the Division of Corporation Finance of the Commission to third parties, the Issuer believes that the New Notes issued pursuant to the Exchange Offer may be offered for resale, resold and otherwise transferred by any holder thereof, without complying with the registration and prospectus delivery provisions of the Securities Act, provided that such holder (i) is not an "affiliate" or "promoter" (as such terms are defined in Rule 405 under the Securities Act) of the Issuer, (ii) is not participating in a distribution of the New Notes to be received in the Exchange Offer, (iii) is not, except as noted below, a broker-dealer and (iv) is acquiring the New Notes in the ordinary course of such holder's business. Based on the prior interpretive letters, no broker-dealer may resell or otherwise transfer New Notes issued pursuant to the Exchange Offer without complying with the registration requirements of the Securities Act, unless (a) such broker-dealer is holding Old Notes only as nominee, or (b)(i) such broker-dealer acquired the Old Notes for its own account as a result of market-making or other trading activities and undertakes to satisfy certain conditions consistent with the requirements of the Securities Act, including the delivery of a prospectus which contains a plan of distribution with respect to such resale transactions (such plan of distribution need not name the broker-dealer or disclose the amount of New Notes held by the broker-dealer), and (ii) such broker-dealer has not entered into any arrangement or understanding with the Issuer or an affiliate of the Issuer to distribute the New Notes received pursuant to the Exchange Offer. If any Holder of Old Notes does not satisfy any of the foregoing conditions, such holder may not be entitled to rely on the previously issued interpretive letters.

PROSPECTUS SUMMARY

The following summary is qualified in its entirety by the more detailed information appearing elsewhere in this Prospectus.

The Issuer

On January 5, 1994, in a private placement transaction, the Issuer issued and sold \$70,000,000 aggregate principal amount of Old Notes. Proceeds from the issuance of the Old Notes were used to purchase two secured promissory notes issued by two special purpose Massachusetts limited partnerships, CRC-I and CRC-II, in the principal amounts of \$30,172,952 and \$39,827,048, from CRC-I and CRC-II, respectively (the "CRC-I Note" and the "CRC-II Note", respectively; collectively, the "CRC Notes"). The Issuer is making the Exchange Offer to satisfy its obligations under the Registration Rights Agreement, which requires the Issuer to use its best efforts to effect the Exchange Offer. The Issuer will not receive any additional proceeds from the offering of the New Notes.

The Exchange Offer

Securities Offered	Up to \$70,000,000 aggregate principal amount of Series B 9.75% Senior Secured Notes due November 1, 2003.
The Exchange Offer	The New Notes are being offered in exchange for a like principal amount of the Old Notes. The issuance of the New Notes is intended to satisfy the obligations of the Issuer under the terms of the Registration Rights Agreement. The New Notes are substantially identical to the Old Notes except that the New Notes will be registered under the Securities Act.
Expiration Date; No Withdrawal Rights	The Exchange Offer shall expire at midnight, New York City time on _____, 1994 or such later date to which it is extended by the Issuer (the "Expiration Date"). Old Notes tendered pursuant to the Exchange Offer and the Letter of Transmittal delivered herewith may not be withdrawn.
Accrued Interest on the New Notes	The New Notes will bear interest from and including July 1, 1994 (the day after the last date for which interest will have been paid on the Old Notes prior to the exchange). Accordingly, Holders of Old Notes who receive New Notes in exchange for Old Notes will forego accrued but unpaid interest on their exchanged Old Notes for the period from and including July 1, 1994 to the date of exchange, but will be entitled to such interest under the New Notes.
Conditions of the Exchange Offer	The Exchange Offer is subject to certain customary conditions, any or all of which may be waived by the Issuer. See "The Exchange Offer - Conditions to the Exchange Offer."
Procedures for Tendering Old Notes	Each Holder of Old Notes wishing to accept the Exchange Offer must complete and sign the Letter of Transmittal, in accordance with the instructions contained therein and submit the Letter of Transmittal to the Exchange Agent identified below. See "The Exchange Offer - Procedures for Tendering."

Guaranteed Delivery
Procedures

Holders of Old Notes who wish to tender their Old Notes and whose Old Notes are not immediately available or who cannot deliver their Old Notes and Letter of Transmittal or any other documents required by the Letter of Transmittal to the Exchange Agent prior to the Expiration Date, must tender their Old Notes according to the guaranteed delivery procedures set forth in "The Exchange Offer - Guaranteed Delivery Procedures."

Acceptance of Old Notes
and Delivery of New
Notes

The Issuer will accept for exchange any and all Old Notes which are properly tendered in the Exchange Offer prior to midnight, New York City time, on the Expiration Date. The New Notes issued pursuant to the Exchange Offer will be delivered promptly following the Expiration Date. See "The Exchange Offer - Acceptance of Old Notes for Exchange; Delivery of New Notes."

Exchange Agent

State Street Bank and Trust Company; telephone (617) 985-3023. See "The Exchange Offer - Exchange Agent."

Terms Of The New Notes

Issuer	The Issuer is a special purpose corporation formed for purposes of issuing the Old Notes and the New Notes (for its own account and as agent acting on behalf of CRC-I and CRC-II) and purchasing the CRC Notes.
Issue Principal Amount	Up to \$70 million principal amount of senior secured notes.
Comparison with Old Notes	<p>It is expected that the New Notes will be freely transferable under the Securities Act by Holders of New Notes who are not affiliates of the Issuer, subject to any restrictions on transfer imposed by state securities or "blue sky" laws and those described in "The Exchange Offer - Resales of New Notes." The Holders of Old Notes are currently entitled to certain registration rights pursuant to the Registration Rights Agreement.</p> <p>Consummation of the Exchange Offer will satisfy the Issuer's obligations thereunder, and Holders of Old Notes who do not exchange their Old Notes for New Notes will no longer be entitled to any registration rights and will not be able to reoffer, resell or otherwise dispose of their Old Notes, unless they are subsequently registered under the Securities Act, which the Issuer will have no obligation to do, or unless an exemption from the registration requirements of the Securities Act is available. See "The Exchange Offer - Purpose of the Exchange Offer." The New Notes otherwise will be substantially identical in all respects to the Old Notes.</p> <p>To the extent that Holders of Old Notes do not participate in the Exchange Offer and Old Notes remain outstanding after the consummation of the Exchange Offer, any prepayments on the Notes would be made on a pro rata basis pursuant to the prepayment provisions contained in the Indenture. In addition, Holders of New Notes and Old Notes, together ("Holders of Notes"), will have the voting and other rights described therein.</p>
Maturity	November 1, 2003.
Interest Rate	9.75% per annum.
Priority	The New Notes will be senior secured indebtedness of the Issuer.
Interest Payment Dates	Semi-annual on the first business day of each January and July, commencing on the first business day of July, 1994 and continuing through the first business day of July, 2003. A final interest payment will also be due at Maturity.
Optional Prepayment	Non-prepayable for five years. Thereafter prepayable at the option of the Lessee in the event of an "Early Termination" (i.e., termination of the Lease and a reconveyance of the Deed of Trust) of one of the Existing Assets (other than Potential Existing Assets) or Construction Assets (other than Potential Construction Assets), as the case may be pursuant to the CRC Leases (as that term is defined in "- The Underlying Transactions") and the CRC Notes at the following premiums: year six - 5.00%, year seven - 3.75%, year eight - 2.50%, year nine - 1.25%, year ten - 0.00%. The principal amounts prepaid are to be credited against the payment due at the beginning of the tenth year.

Amortization Interest-only payments through year nine; by the beginning of year ten, 50% of the original Issue Principal Amount must have been repaid; the balance is due upon Maturity.

Collateral for Notes; Guaranties The New Notes will be secured by, among other things, the following (collectively, the "Note Collateral"):

- (1) The pledge by the Issuer to the Trustee of the CRC Notes and the CRC Collateral (as defined below); and
- (2) A pledge of the Issuer's rights in and to the Collection Account, the Construction Account, the Sinking Fund Account and the Equity Collection Account (each as described in "Description of the Underlying Transactions - Construction Account - Collection, Administrative Expenses, Sinking Fund and Equity Collection Accounts") as well as certain other accounts to be maintained by the Trustee pursuant to the Indenture, and all funds held therein.

The New Notes will also be guaranteed by each of CRC-I and CRC-II, which guaranties will be nonrecourse to the general partners of each of CRC-I and CRC-II.

CRC-I Note Collateral The CRC-I Note is secured by, among other things, the following (collectively, the "CRC-I Collateral"):

- (1) An absolute assignment to the Issuer of CRC-I's rights as Lessor under the CRC-I Lease (as defined in "- The Underlying Transactions");
- (2) A first priority deed of trust in favor of the Issuer on CRC-I's rights in the Existing Assets under the Estates For Years (as such terms are defined in "- The Underlying Transactions"), as acquired; and
- (3) A first priority deed of trust in favor of the Issuer on Foodmaker's reversionary rights in the Existing Assets.

The CRC-I Note is cross-collateralized with the CRC-II Collateral (as defined below).

CRC-II Note Collateral The CRC-II Note is secured by, among other things, the following (collectively, the "CRC-II Collateral," and together with the CRC-I Collateral, the "CRC Collateral").

- (1) An absolute assignment to the Issuer of CRC-II's rights as Lessor under the CRC-II Lease (as defined in "- The Underlying Transactions");
- (2) A first priority deed of trust in favor of the Issuer on CRC-II's rights in the Construction Assets under the Estates For Years, (as such terms are defined in "- The Underlying Transactions"), as acquired; and
- (3) A first priority deed of trust in favor of the Issuer on Foodmaker's reversionary rights in the Construction Assets, as acquired.

The CRC-II Note is cross-collateralized with the CRC-I Collateral.

Payments of Principal and
Interest Prior to
Maturity; the Sinking
Fund

The CRC Notes are interest-only through year nine with interest payments required semi-annually as described above. In addition to the semi-annual interest payments, CRC-I and CRC-II must pay \$25,000 semi-annually through Maturity to fund certain administrative expenses. Semi-annual sinking fund payments of \$747,402 through year nine, and a special sinking fund payment of \$5,500,000 due the last business day of December 2002, will be collectively applied to pay a portion of the principal payment due at the beginning of year ten. These sinking fund obligations will be reduced to the extent of an Early Termination. See "Description of the Leases - Early Termination; Lease Modification." All of these payments are expected to be covered by the Basic Rent and Special Rent payments to be made by Foodmaker under the CRC Leases. See "Description of the Leases - Rental Rates."

By the beginning of year ten, the outstanding balance of the Notes must be reduced to \$35,000,000 or less. The sinking fund will be applied at the beginning of year ten to reduce the outstanding debt, and CRC-I and CRC-II will be obligated to make an additional principal payment equal to the difference between \$35,000,000 and the balance in the sinking fund. This additional principal payment is required to be covered by the special rent payments and the purchase price payable under the rejectable offer required to be made by Foodmaker under the CRC Leases (the "Year Nine Offer") not less than 120 nor more than 270 days prior to the first business day of January, 2003 (the "Year Nine Termination Date"). See "Description of the Leases - Rejectable Offer Requirements."

After the payment due at the beginning of year ten as described above, CRC-I and CRC-II are required to make one additional semi-annual payment on the first business day of July, 2003 of interest only and \$25,000 to fund certain administrative expenses, and then upon Maturity must pay the remaining principal balance plus accrued interest plus a final \$25,000 payment for administrative expenses. These payments are required to be covered by the Basic Rent payable by Foodmaker under the CRC Leases plus the Rejectable Offer required to be made by Foodmaker under the CRC Leases at Maturity. See "Description of the Leases - Rejectable Offer Requirements."

Certain Covenants

The Indenture pursuant to which the New Notes will be issued restricts, among other things, the incurrence of additional indebtedness, the use of proceeds from the sale and issuance of the Old Notes, the creation of certain liens, transactions with affiliates, the engagement in any business or activity other than that expressly permitted by the Indenture, and the merger or consolidation of the Issuer or the transfer of any part of the Trust Estate (as defined in "Description of the New Notes - Certain Definitions"), except as expressly permitted by the Indenture. See "Description of New Notes - Certain Covenants."

For more complete information regarding the New Notes, see "Description of New Notes."

The Underlying Transactions

The following is a summary description of the transactions underlying the Exchange Offer. On January 5, 1994, in a private placement transaction, the Issuer issued and sold \$70,000,000 aggregate principal amount of Old Notes. The Issuer used the proceeds from the sale of the Old Notes to purchase the CRC Notes. The proceeds from the purchase of the CRC Notes were used by CRC-I and CRC-II to enable each of them to acquire from Foodmaker estates for years to expire on November 30, 2028 (the "Estates for Years," individually, an "Estate For Years") in: (1) in the case of CRC-I, 38 existing Jack In The Box restaurants (the "Existing Assets"), and (2) in the case of CRC-II, four existing Jack In The Box restaurants and approximately 34 to-be-constructed Jack In The Box restaurants (collectively, the "Construction Assets") subject to Foodmaker's right of substitution, as described in "Description of the Leases - Right of Substitution." The locations of the Existing Assets, including those Existing Assets which Foodmaker has not yet acquired fee title to (the "Potential Existing Assets;" individually, a "Potential Existing Asset") and the locations of the Construction Assets, including those Construction Assets which Foodmaker has not yet acquired fee title to (the "Potential Construction Assets;" individually, a "Potential Construction Asset"), are identified in "Description of the Underlying Transactions - Schedule of Properties."

Pursuant to a Note Purchase Agreement between the Issuer and CRC-I, a portion of the proceeds from the sale of the Old Notes was used to purchase the CRC-I Note, issued by CRC-I in the principal amount of \$30,172,952, for a purchase price equal to \$28,633,100 (the "CRC-I Note Purchase Price"). Pursuant to a Note Purchase Agreement between the Issuer and CRC-II, a portion of the proceeds from the sale of the Old Notes was used to purchase the CRC-II Note, issued by CRC-II in the principal amount of \$39,827,048, for a purchase price equal to \$37,794,505 (the "CRC-II Note Purchase Price"). The purchase price for each of the CRC Notes has been disbursed in full; however, a portion of the purchase price for each such note has been held as collateral security for the Notes by the Trustee acting on behalf of the Holders of Notes, pursuant to the terms of the Indenture, to be released by the Trustee to Foodmaker from time to time (a) in the case of the Potential Existing Assets, as soon as Foodmaker has acquired fee title thereto and conveyed an Estate For Years therein to CRC-I and all other conditions contained in the Indenture to the release of the portion of the CRC-I Note Purchase Price allocable thereto have been satisfied, and (b) in the case of the Potential Construction Assets, as soon as Foodmaker has acquired fee title thereto and conveyed an Estate for Years therein to CRC-II and all other conditions contained in the Indenture to the release of the portion of the CRC-II Note Purchase Price allocable thereto have been satisfied.

Concurrently with the acquisition by CRC-I of the Estate For Years in the Existing Assets (other than the Potential Existing Assets), CRC-I leased such Existing Assets to Foodmaker pursuant to a long-term, bond-type, triple-net master lease (the "CRC-I Lease"). Similarly, concurrently with the acquisition by CRC-II of the Estate For Years in the Construction Assets (other than the Potential Construction Assets), CRC-II leased such Construction Assets to Foodmaker pursuant to a long-term, bond-type triple-net master lease (the "CRC-II Lease"). As CRC-I acquires the Estates For Years in the Potential Existing Assets, upon the acquisition by Foodmaker of the fee interest in the location thereof (subject to Foodmaker's right of substitution as it relates to the Potential Existing Assets, as described in "Description of the Leases - Right of Substitution"), the CRC-I Lease will be amended to subject such Potential Existing Assets to the CRC-I Lease. Likewise, as CRC-II acquires the Estate For Years in the Potential Construction Assets, upon the acquisition by Foodmaker of the fee interest in the location thereof (subject to Foodmaker's right of substitution as it relates to the Potential Construction Assets, as described in "Description of the Leases - Right of Substitution"), the CRC-II Lease will be amended to subject such Potential Construction Assets to the CRC-II Lease. The CRC-I Lease and the CRC-II Lease shall hereinafter be referred to as the "CRC Leases" or the "Leases." Each of the CRC Leases will have an initial term expiring on November 1, 2003 (the "Basic Term").

Since January 5, 1994, Foodmaker has been responsible for, and is required to make beginning July 1, 1994, rental payments on all of the Existing Assets (including the Potential Existing Assets) under the CRC-I Lease regardless of whether CRC-I has acquired the Estate For Years therein or whether all other conditions to the release of the portions of the CRC-I Note Purchase Price allocable thereto have been satisfied. Since January 5, 1994, Foodmaker has also been responsible for, and is required to make beginning July 1, 1994, rental payments on each Construction Asset (including the Potential Construction Assets) under the CRC-II Lease regardless of whether each Construction Asset has been acquired and/or construction has been completed by Foodmaker and whether CRC-II has acquired an Estate For Years therein or whether all other conditions to the release of the portion of the CRC-II Note

Purchase Price allocable thereto have been

satisfied. As more fully described in the "Description of the Underlying Transactions," the aggregate payments required to be made by Foodmaker under the CRC-I Lease and the CRC-II Lease are sufficient to pay interest and principal on the Notes by the end of the Basic Term.

The CRC Leases require Foodmaker to make the Year Nine Offer not less than 120 nor more than 270 days prior to the Year Nine Termination Date and to purchase the Estates For Years in certain properties designated by Foodmaker in the Year Nine Offer from CRC-I and CRC-II in the minimum amount of \$12 million (subject to Foodmaker's rights of Early Termination, see "Description of the Leases - Early Termination; Lease Modification") which amount, when added to the then-existing balance in a sinking fund which Foodmaker is required to fund on a semi-annual basis pursuant to the terms of the Leases, would be sufficient to liquidate 50% of the then outstanding principal balance of the Notes. The CRC Leases also require Foodmaker to make a rejectable offer prior to the end of the Basic Term to purchase CRC-I's and CRC-II's Estates For Years in the remaining properties in an amount at least equal to the then outstanding principal balance of the Notes. Said rejectable offer amounts shall be reduced to the extent there is an Early Termination, or in the event Foodmaker exercises its option to purchase CRC-I's or CRC-II's Estate For Years in any of the properties, in each case pursuant to the CRC Leases and as described in the "Description of the Leases." In order for CRC-I or CRC-II to reject either such rejectable offer, CRC-I or CRC-II must deliver to the Trustee the principal balance of the Notes allocable to the properties as to which such rejectable offer has been made. See "Description of the Leases - Rejectable Offer Requirements."

As collateral security for the CRC-I Note, CRC-I has granted to the Issuer a security interest in and lien upon the CRC-I Collateral and CRC-II has granted to the Issuer a security interest in and lien upon the CRC-II Collateral. Similarly, as collateral security for the CRC-II Note, CRC-II has granted to the Issuer a security interest in and lien upon the CRC-II Collateral and CRC-I has granted to the Issuer a security interest in and lien upon the CRC-I Collateral. The CRC-I Note and the CRC-II Note and the CRC Collateral therefor has been pledged and assigned to the Trustee for the benefit of Holders of Notes. In addition, each of CRC-I and CRC-II has executed and delivered to the Trustee a guaranty of the Notes (the "CRC-I Guaranty" and the CRC-II Guaranty, respectively), which guaranties are nonrecourse to the general partners of each of CRC-I and CRC-II.

Foodmaker owns, operates and franchises the Jack In The Box restaurant concept. Jack In The Box, with system-wide sales of \$1,026.1 million in fiscal 1993, has restaurants located principally in the Western and Southwestern United States. In addition, the Company owns an approximately 40% equity interest in Family Restaurants, Inc., the operator of approximately 350 family restaurants located primarily in California and parts of the Southwest under the Carrow's and Coco's formats and approximately 315 Mexican restaurants nationwide operated under the Chi-Chi's, El Torito and Casa Gallardo names.

Risk Factors

Prospective purchasers of the New Notes offered hereby should consider the information set forth under "Risk Factors," as well as the other information set forth in this Prospectus.

Transaction Schematic

Narrative of graphical information presented in the Prospectus.

A diagram is presented illustrating the following activities:

Foodmaker, Inc.:

Sale of Estate for Years on Ex. Assets to CRC-I
Sale of Estate for Years on Con. Assets to CRC-II
Semi-Annual Lease Payments to Indenture Trustee

CRC-I Special-Purpose Entity (Ex. Assets)(1):

CRC-I Note sold to Issuer and CRC-I Collateral assigned to Issuer
CRC-I Guaranty provided to Indenture Trustee
10-Year Lease of Ex. Assets to Foodmaker

CRC-II Special-Purpose Entity (Con. Assets)(2):

CRC-II Note sold to Issuer and CRC-II Collateral assigned to Issuer
CRC-II Guaranty provided to Indenture Trustee
10-Year Lease of Con. Assets to Foodmaker

Issuer:

Sell Notes to Noteholders
Purchase of CRC-I Note from CRC-I
Purchase of CRC-II Note from CRC-II

Indenture Trustee:

Semi-Annual Payments of Principal and Interest to Noteholders
Makes Residual Payments to Issuer

Noteholders:

Notes Proceeds Remitted to Issuer

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(1) "Ex. Assets" refers to the Existing Assets (including the Potential Existing Assets).

(2) "Con. Assets" refers to the Construction Assets (including the Potential Construction Assets).

RISK FACTORS

In addition to the other information set forth elsewhere in this Prospectus, prospective investors should carefully consider the following risk factors.

Consequences of a Foodmaker Bankruptcy

In the event a bankruptcy case is instituted by or against Foodmaker under Title 11 of the United States Code (the "Bankruptcy Code"), Foodmaker (assuming that the CRC Leases are treated as true leases as discussed below), as debtor-in-possession, or its trustee in bankruptcy, would have the right, subject to bankruptcy court approval, to assume or reject the Leases. Pending the assumption or rejection of the Leases, it is possible that some or all of the payments under the Leases may be interrupted or delayed for a significant period of time. This would interrupt or delay payments on the Notes. Although the Leases have been entered into in composite form with respect to each Construction Asset and/or Existing Asset (a "Property;" the Existing Assets and the Construction Assets, together, the "Properties"), it is possible that Foodmaker, as debtor-in-possession, or its trustee in bankruptcy, would assert the right to assume the Leases with respect to certain of such Properties while rejecting the Leases with respect to other Properties. Alternatively, Foodmaker, as debtor-in-possession, or its trustee in bankruptcy, might assert a right to treat the obligations of Foodmaker to make the Rejectable Exchange Offer during year nine and at the end of the Basic Term of the Leases, as in the nature of a purchase obligation separate from its lease obligations and which could be assumed or rejected in bankruptcy separately from the lease obligations.

If any Lease were rejected, payments thereunder would terminate, leaving the applicable Lessor without cash flow to make payments on the Notes. In the event a lease was rejected, the applicable Lessor (and by virtue of the Indenture, the Trustee) would have an administrative priority claim for the unpaid post-bankruptcy rental value of the Properties used by the Lessee and an unsecured non-priority claim for damages against Foodmaker's bankruptcy estate but, under Section 502(b)(6) of the Bankruptcy Code, such claim would be limited to an amount equal to the rent reserved under such Lease, without acceleration, for the greater of one year or 15% (not to exceed three years) of the remaining term of the Lease (plus pre-bankruptcy rent already due but unpaid); if either rejectable offer obligation is not treated as a separate obligation from the applicable Lease, such limitation could also apply to the damages recoverable for a breach of such rejectable offer obligation. By contrast, this limitation under Section 502(b)(6) would not apply to holders of debt securities issued by Foodmaker. Therefore, if Foodmaker were the subject of proceedings under the Bankruptcy Code and any Lease were rejected, the damages that could be claimed for rejection, even assuming full recovery on such claim (which may not occur), would not be sufficient to repay the Notes.

If Foodmaker assumes the Leases, it would be required to cure or provide adequate assurances that it would promptly cure any defaults, compensate or provide adequate assurances that it will promptly compensate for any actual pecuniary loss caused by such default, and provide adequate assurances of future performance. Foodmaker also may have the right in a bankruptcy to assume and assign the Leases without the applicable Lessor's consent, and be relieved of liability therefor, but only if adequate assurance of future performance by the assignee is provided.

Moreover, it is possible that a bankruptcy court could treat the transactions described herein including the Leases not as a leasing transaction but instead as a secured loan to Foodmaker, in which case the bankruptcy court could permit Foodmaker to use or dispose of the Properties, subject to providing "adequate protection" (such as a lien on, substitute collateral) to the applicable Lessor without the applicable Lessor's consent and/or the consent of the Trustee and/or the Holders of Notes, and to modify and to adversely affect the rights of the applicable Lessor and/or the Trustee and/or the Holders of the Notes, including reduction of the secured amount and modification of the timing of payments that would otherwise have been payable by Foodmaker under the Leases (in such event, however, the above-described limitation under Section 502(b)(6) of the Bankruptcy Code would not be applicable) and limitations on damages recoverable by a landlord for a tenant's breach of a lease. The characterization of the transaction as a secured loan to Foodmaker could also arise under applicable non-bankruptcy law. In case the transaction is viewed as a secured loan, the remedies available to the Lessors would be those of a secured creditor, not a landlord. If the applicable Lessor is treated as a secured creditor without a power of sale, the only remedy may be to foreclose judicially even in states which permit non-judicial foreclosure.

In the event a bankruptcy case is instituted by or against Foodmaker under the Bankruptcy Code, Foodmaker, as debtor-in-possession, or its trustee in bankruptcy would also have the right, subject to bankruptcy court approval, to reject the Estates For Years in the Properties granted to the applicable Lessor in which case the applicable Lessor would have an election either to pursue an unsecured nonpriority claim for damages against Foodmaker's bankruptcy estate or to remain in possession of the Properties for the balance of the term of the Estates For Years. It is not certain that the Leases would survive such a rejection, in which case payments on the Notes could be discontinued. In addition, it is possible that Foodmaker, as debtor-in-possession, or its trustee in bankruptcy, would assert ownership interests in the various accounts established pursuant to the Indenture and that Foodmaker would have the right to use such accounts subject to providing adequate protection to the Trustee and/or the Holders of Notes.

The occurrence of any of the foregoing events may have a material adverse effect on the Holders of Notes.

Management of the Properties Following Termination of the Leases

The transaction documents from the underlying transactions do not include obligations on the part of Foodmaker to continue to operate the Properties on behalf of the Issuer, CRC-I or CRC-II as Jack In The Box restaurants after any termination of the Leases, nor are the Trustee or the Holders of Notes granted any special franchise, license or similar arrangements to use the Jack In The Box name or other trademarks or to receive any other services from Foodmaker in connection with the operation of a restaurant chain.

Food Service Industry

Food service businesses are often affected by changes in consumer tastes, national, regional, and local economic conditions, demographic trends, traffic patterns, and the type, number and location of competing restaurants. Multi-unit food service chains such as Foodmaker can also be substantially adversely affected by publicity resulting from food quality, illness, injury, or other health concerns or operating issues stemming from one store or a limited number of stores. Dependence on frequent deliveries of fresh produce also subjects food service businesses such as Foodmaker to the risk that shortages or interruptions in supply caused by adverse weather or other conditions could adversely affect the availability, quality and cost of ingredients. In addition, factors such as inflation, increased food, labor, and employee benefits costs, regional weather conditions, and the unavailability of experienced management and hourly employees may also adversely affect the food service industry in general and Foodmaker's results of operations and financial condition in particular.

Lack of Public Market

Although Old Notes are eligible for trading on PORTAL, there is currently no established trading market for New Notes, and the Issuer has taken no steps and does not intend to take steps to facilitate any public trading market for New Notes. There can be no assurance that a market for New Notes will develop. If a market for New Notes should develop, no assurance can be given as to the liquidity of any such market, and New Notes could trade at a substantial discount from their initial issue price.

THE EXCHANGE OFFER

Purpose of the Exchange Offer

The Exchange Offer is designed to provide Holders of Old Notes with an opportunity to acquire New Notes which, unlike the Old Notes, will be freely tradable at all times, subject to any restrictions on transfer imposed by state securities or "blue sky" laws; provided that the Holder of Old Notes is (i) not an affiliate or promoter of the Issuer within the meaning of the Securities Act, (ii) represents that the New Notes are being acquired in the ordinary course of such Holder's business, and (iii) is not engaged in, and does not intend to engage in, a distribution of the New Notes.

The outstanding Old Notes, in the aggregate principal amount of \$70 million, were originally issued and sold on January 5, 1994. The original sale to the Initial Purchasers was not registered under the Securities Act in reliance upon the exemption provided by Section 4(2) of the Securities Act. The Old Notes may not be reoffered, resold, or transferred

other than pursuant to a registration statement filed pursuant to the Securities Act or unless an exemption from the registration requirements of the Securities Act is available.

Pursuant to Rule 144 promulgated under the Securities Act, Old Notes may generally be resold (a) commencing two years after the date of original issuance, in an amount up to, for any three-month period, the greater of 1% of the Old Notes then outstanding or the average weekly trading volume of the Old Notes during the four calendar weeks immediately preceding the filing of the required notice of sale with the Commission and (b) commencing three years after the date of original issuance, in any amount and otherwise without restriction by a Holder of Old Notes who is not, and has not been for the preceding 90 days, an affiliate of the Issuer. The Old Notes are eligible for trading in the Private Offerings, Resales and Trading through Automated Linkages Market ("PORTAL"), and may be resold to certain Qualified Institutional Buyers pursuant to Rule 144A promulgated under the Securities Act. Certain other exemptions may also be available under other provisions of the federal securities laws for the resale of the Old Notes.

In connection with the original sale of the Old Notes, the Issuer entered into the Registration Rights Agreement, pursuant to which it agreed to file with the Commission a registration statement covering the exchange by the Issuer of New Notes for Old Notes in a transaction designed to provide Holders of Old Notes with identical New Notes that, with certain limitations, will be freely tradable. The Registration Rights Agreement provides that the Issuer, Foodmaker, CRC-I and CRC-II shall (i) cause to be filed with the SEC as soon as practicable after the date hereof, but in no event later than May 4, 1994, a registration statement with respect to an offer by the Issuer to each Holder of Old Notes of the opportunity to exchange their Old Notes for New Notes, and (ii) use their best efforts to cause (A) such registration statement to be declared effective, and (B) New Notes to be delivered to the Registrar under the Indenture for delivery to all Holders of Old Notes who have tendered Old Notes pursuant to an offer by the Issuer to each Holder of Old Notes of the opportunity to exchange their Old Notes for New Notes on or prior to September 4, 1994. The Issuer, Foodmaker, CRC-I and CRC-II shall keep the registration statement relating to the Exchange Offer continuously effective for a period of not less than the period required under applicable federal and state securities laws; provided, however, that (i) the Exchange Offer shall remain open, and (ii) the registration statement relating to the Exchange Offer shall remain continuously effective for a period of at least 20 consecutive business days. In addition, under certain circumstances the Issuer may be required to file a shelf registration statement covering the Old Notes and to use its best efforts to cause such registration statement to be declared effective.

In the event that: (a) the Registration Statement or, if required, a shelf registration statement is not filed on or prior to May 4, 1994 (the "Filing Date"); (b) the Exchange Offer is not consummated on or prior to September 4, 1994 (the "Consummation Date") or the shelf registration statement, if required, is not declared effective on or prior to August 4, 1994 (the "Effective Date"); (c) in the case of a shelf registration statement, if required, the Commission issues a stop order suspending the effectiveness of such shelf registration statement prior to the date which is one year from the date on which such shelf registration statement was declared effective; or (d) any Co-Registrant, for the third time, notifies or is required to give notice of the happening of any event that makes any statement in the shelf registration statement, if required, untrue in any material respect or that requires the making of any changes in such shelf registration statement, if any, so that it will not contain any untrue statement of material fact or omit to state any material fact required to be stated therein, then the Lessee will be required to pay, or cause to be paid, in addition to amounts otherwise due under the Indenture and the Old Notes, as liquidated damages, and not as a penalty, to each Holder of Notes, an additional amount equal to (a) for each weekly period beginning on the Filing Date and until the Consummation Date or the Effective Date, as applicable, \$.05 per week per \$1,000 principal amount of the Old Notes held by such Holder and (b) for each weekly period commencing on the Consummation Date or the Effective Date, as applicable, or thereafter, an additional amount equal to \$.10 per week per \$1,000 principal amount of Old Notes held by such Holder; provided, however, that such liquidated damages will, in each case, cease to accrue on the date on which the Issuer's obligations with respect to the Exchange Offer or the shelf registration statement, as applicable, are satisfied.

The staff of the Division of Corporation Finance of the Commission has issued certain interpretive letters that concluded, in circumstances similar to those contemplated by the Exchange Offer, that new debt securities issued in a registered exchange for outstanding debt securities, which new securities are intended to be substantially identical to the securities for which they are exchanged, may be offered for resale, resold and otherwise transferred by the

holders thereof (other than any holder that is an affiliate of the issuer or a broker-dealer) without compliance with the registration and prospectus delivery provisions of the Securities Act, provided that the new securities are acquired in the ordinary course of

such holders' business and such holders have no arrangement with any person to participate in the distribution of the new securities. See "- Resales of New Notes." The Issuer has not requested or obtained an interpretive letter from the staff of the Division of Corporation Finance with respect to this Exchange Offer. However, the Exchange Offer is being conducted in a manner intended to be consistent with the facts and conditions represented in such letters. By delivering the Letter of Transmittal, a Holder of Old Notes tendering Old Notes for exchange will represent and warrant to the Issuer that the Holder of Old Notes is acquiring the New Notes in the ordinary course of its business and that the Holder of Old Notes is not engaged in, and does not intend to engage in, a distribution of the New Notes. Any Holder of Old Notes using the Exchange Offer to participate in a distribution of the New Notes to be acquired in the Exchange Offer must comply with the registration and prospectus delivery requirements of the Securities Act in connection with a secondary resale transaction. Holders of Old Notes who do not exchange their Old Notes pursuant to this Exchange Offer will continue to hold Old Notes that are subject to restrictions on transfer.

It is expected that the New Notes will be freely transferable by the Holders of New Notes subject to the limitations described in the immediately preceding paragraph and in "- Resales of New Notes." Sales of New Notes acquired in the Exchange Offer by Holders of New Notes who are "affiliates" of the Issuer within the meaning of the Securities Act will be subject to certain limitations on resale under Rule 144 of the Securities Act. Such persons will only be entitled to sell New Notes in compliance with the volume limitations set forth in Rule 144, and sales of New Notes by affiliates will be subject to certain Rule 144 requirements as to the manner of sale, notice and the availability of current public information regarding the Issuer. The foregoing is a summary only of Rule 144 as it may apply to affiliates of the Issuer. Any such persons must consult their own legal counsel for advice as to any restrictions that might apply to the resale of their New Notes.

The New Notes otherwise will be identical in all respects (including interest rate, maturity, security and restrictive covenants) to the Old Notes for which they may be exchanged pursuant to this Exchange Offer.

Terms of the Exchange Offer

Upon the terms and subject to the conditions set forth herein and in the accompanying Letter of Transmittal, the Issuer will exchange \$500,000 principal amount of New Notes for each \$500,000 principal amount of its outstanding Old Notes. New Notes will be issued only in integral multiples of \$500,000 to each tendering Holder of Old Notes whose Old Notes are accepted in the Exchange Offer.

The New Notes will bear interest from and including July 1, 1994 (the day after the last date for which interest will have been paid on the Old Notes prior to the exchange). Accordingly, Holders who receive New Notes in exchange for Old Notes will forego accrued but unpaid interest on their exchanged Old Notes for the period from and including July 1, 1994 to the date of exchange, but will be entitled to such interest under the New Notes.

As of January 5, 1994, \$70,000,000 aggregate principal amount of Old Notes was outstanding. This Prospectus and the Letter of Transmittal are being sent to all registered Holders of Old Notes. Tendering Holders of Old Notes will not be required to pay brokerage commissions or fees or, subject to the instructions in the Letter of Transmittal, transfer taxes with respect to the exchange of Old Notes pursuant to the Exchange Offer. Foodmaker will pay all charges and expenses, other than certain transfer taxes which may be imposed, in connection with the Exchange Offer. See "- Payment of Expenses."

Holders of Old Notes do not have any appraisal or dissenters' rights under the Delaware Corporation Law in connection with the Exchange Offer.

Expiration Date; Extensions; Termination

The Exchange Offer will expire at midnight, New York City time, on _____, 1994 (the "Expiration Date"), subject to extension by the Issuer by notice to the Exchange Agent as herein provided. The Issuer reserves the right to extend the Exchange Offer at its discretion, in which event the term "Expiration Date" shall mean the time and date on which the Exchange Offer as so extended shall expire. The Issuer shall notify the Exchange Agent of any extension prior to 9:00 A.M., New York City time, on the next business day after the previously scheduled Expiration Date.

The Issuer reserves the right to extend or terminate the Exchange Offer and not accept for exchange any Old Notes if any of the events set forth below under "- Conditions to the Exchange Offer" occur and are not waived by the Issuer, by giving oral or written notice of such delay or termination to the Exchange Agent. See "- Conditions to the Exchange Offer." The rights reserved by the Issuer in this paragraph are in addition to the Issuer's rights set forth below under the caption "- Conditions to the Exchange Offer."

Procedures for Tendering

The acceptance by Holders of Old Notes of the Exchange Offer pursuant to one of the procedures set forth below will constitute an agreement between such Holder of Old Notes and the Issuer in accordance with the terms and subject to the conditions set forth herein and in the Letter of Transmittal.

To be tendered effectively, the Old Notes, together with the properly completed Letter of Transmittal (or facsimile thereof), executed by the registered Holder of Old Notes, and any other documents required by the Letter of Transmittal, must be received by the Exchange Agent at the address set forth below prior to midnight, New York City time, on the Expiration Date. LETTERS OF TRANSMITTAL AND OLD NOTES SHOULD NOT BE SENT TO THE ISSUER.

Signatures on a Letter of Transmittal must be guaranteed unless the Old Notes tendered pursuant thereto are tendered (i) by a registered Holder of Old Notes who has not completed the box entitled "Special Issuance and Delivery Instructions" on the Letter of Transmittal or (ii) for the account of any firm that is a member of a registered national securities exchange or a member of the National Association of Securities Dealers, Inc. or a commercial bank or trust company having an office in the United States (an "Eligible Institution"). In the event that signatures on a Letter of Transmittal are required to be guaranteed, such guarantee must be by an Eligible Institution.

If the Letter of Transmittal is signed by a person other than a registered Holder of Old Notes, such Old Note must be endorsed or accompanied by appropriate bond powers, in either case signed exactly as the name or names of the registered Holder or Holders appear on the Old Notes. If the Letter of Transmittal or any Old Notes or bond powers are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing, and, unless waived by the Issuer, proper evidence satisfactory to the Issuer of their authority to so act must be submitted.

All questions as to the validity, form, eligibility (including time of receipt) and acceptance of tendered Old Notes will be resolved by the Issuer, whose determination will be final and binding. The Issuer reserves the absolute right to reject any or all tenders that are not in proper form or the acceptance of which would, in the opinion of counsel for the Issuer, be unlawful. The Issuer also reserves the right to waive any irregularities or conditions of tender as to particular Old Notes. The Issuer's interpretation of the terms and conditions of the Exchange Offer (including the instructions in the Letter of Transmittal) will be final and binding. Unless waived, any irregularities in connection with tenders must be cured within such time as the Issuer shall determine. Neither the Issuer nor the Exchange Agent shall be under any duty to give notification of defects in such tenders or shall incur liabilities for failure to give such notification. Tenders of Old Notes will not be deemed to have been made until such irregularities have been cured or waived. Any Old Notes received by the Exchange Agent that are not properly tendered and as to which the irregularities have not been cured or waived will be returned by the Exchange Agent to the tendering Holder of Old Notes, unless otherwise provided in the Letter of Transmittal, as soon as practicable following the Expiration Date. The Issuer's acceptance for payment of Old Notes tendered pursuant to the Exchange Offer will constitute a binding agreement between the tendering person and the Issuer upon the terms and subject to the conditions of the Exchange Offer.

THE METHOD OF DELIVERY OF OLD NOTES AND OTHER DOCUMENTS TO THE EXCHANGE AGENT IS AT THE ELECTION AND RISK OF THE HOLDER OF OLD NOTES, BUT IF DELIVERY IS BY MAIL IT IS SUGGESTED THAT THE MAILING BE MADE SUFFICIENTLY IN ADVANCE OF THE EXPIRATION DATE TO PERMIT DELIVERY TO THE EXCHANGE AGENT BEFORE THE EXPIRATION DATE.

Guaranteed Delivery Procedures

Holder of Old Notes who wish to tender their Old Notes and (i) whose Old Notes are not immediately available, or (ii) who cannot deliver their Old Notes, the Letter of Transmittal or any other required documents to the Exchange Agent prior to the Expiration Date, may effect a tender if:

(a) The tender is made through an Eligible Institution;

(b) Prior to the Expiration Date, the Exchange Agent receives from such Eligible Institution a properly completed and duly executed Notice of Guaranteed Delivery (by facsimile transmission, mail or hand delivery) setting forth the name and address of the Holder of Old Notes, the certificate number or numbers of such Old Notes and the principal amount of Old Notes tendered, stating that the tender is being made thereby and guaranteeing that, within five New York Stock Exchange trading days after the Expiration Date, the Letter of Transmittal (or facsimile thereof) together with the certificate(s) representing the Old Notes and any other documents required by the Letter of Transmittal will be deposited by the Eligible Institution with the Exchange Agent; and

(c) Such properly completed and executed Letter of Transmittal (or facsimile thereof), as well as the certificate(s) representing all tendered Old Notes in proper form for transfer and all other documents required by the Letter of Transmittal are received by the Exchange Agent within five New York Stock Exchange trading days after the Expiration Date.

Upon request of the Exchange Agent, a Notice of Guaranteed Delivery will be sent to Holders of Old Notes who wish to tender their Old Notes according to the guaranteed delivery procedures set forth above.

Conditions to the Exchange Offer

If, prior to the consummation of the Exchange Offer, (i) any Co-Registrant determines, based on a written opinion of independent counsel provided to the Trustee, that (A) the New Notes would not, upon receipt, be transferable by each Holder of New Notes without restriction under the Securities Act and the Exchange Act and without material restrictions under applicable "blue sky" or state securities laws (provided that such Holder of New Notes is not an affiliate of any of the Co-Registrants, that such New Notes are acquired in the ordinary course of such Holder of New Notes' business and such Holder of New Notes has no arrangement with any person to participate in the distribution of such New Notes), (B) the interests of the Holders of Old Notes, taken as a whole, would be materially adversely affected by the consummation of an exchange offer, or (C) the Commission is unlikely to permit the consummation of an exchange offer, or (ii) the Holders of at least a majority of the then outstanding aggregate principal amount of the Old Notes request that the Co-Registrants abstain from consummating an exchange offer based upon a written opinion of independent counsel provided to the Co-Registrants to the effect that either (A) the participation of such Holders of Old Notes in an exchange offer is not legally permitted, or (B) a court decision or administrative action may be reasonably expected to have a material adverse effect on such Holders of Old Notes in the event such Holders participate in an exchange offer, (iii) a request is made by any Holder of Old Notes for, and the Lessee fails to deliver by the later of (x) the fifteenth day following such request or (y) the fifteenth day following the Filing Date, an opinion of counsel reasonably acceptable to such Holder of Old Notes that the exchange of Old Notes for New Notes pursuant to the Exchange Offer will be a tax-free transaction for the tendering Holders of Old Notes, or (iv) an exchange offer is not consummated prior to the Consummation Date, then the Issuer must promptly deliver to the Holders of Old Notes and the Trustee notice thereof (the "Exchange Offer Termination Notice") and must thereafter, pursuant to the Registration Rights Agreement, file with the Commission, and obtain the effectiveness of, a shelf registration statement pursuant to which the Old Notes may be resold by the Holders thereof under the Securities Act. If such shelf registration statement is not filed on or prior to the Filing Date or is not declared effective by the Commission on or prior to the Effective Date, then the Issuer will be obligated to pay to Holders the liquidated damages described above under "- Purpose of the Exchange Offer."

Notwithstanding any other provisions of the Exchange Offer or any extension of the Exchange Offer, and in addition to the Issuer's right to extend, amend or terminate the Exchange Offer at any time in its sole discretion, the Issuer will not be required to accept for exchange and issue New Notes in exchange for Old Notes validly tendered and may terminate or amend the Exchange Offer as provided for in the Exchange Offer or may postpone (subject to the

requirements of the Exchange Act for prompt issuance of or return of Old Notes) the acceptance for exchange and issuance of New Notes, if at any time on or after _____, 1994 and before the acceptance for exchange of any such Old Notes, any of the following shall have occurred (or shall have been determined by the Issuer in its sole discretion to have occurred):

(a) There shall be threatened, instituted or pending any action or proceeding before, or any injunction, order or decree shall have been issued by, any court or governmental agency or other governmental regulatory or administrative agency or commission (i) seeking to restrain or prohibit the making or consummation of the Exchange Offer or any other transaction contemplated by the Exchange Offer, or assessing or seeking any damages as a result thereof, or (ii) resulting in a material delay in the ability of the Issuer to accept for exchange or, in the judgment of the Issuer, might result in the Holders of the Old Notes having obligations with respect to resales and transfers of Old Notes that are greater than those described in "- Resales of New Notes" or would otherwise in the judgment of the Issuer make it inadvisable to proceed with the Exchange Offer, provided, however, that the Issuer will use reasonable efforts to modify or amend the Exchange Offer to take such other reasonable steps as to make the provisions of this section inapplicable;

(b) any statute, rule, regulation, order or injunction shall be sought, proposed, introduced, enacted, promulgated or deemed applicable to the Exchange Offer or any of the transactions contemplated by the Exchange Offer by any domestic or foreign government or governmental authority that, in the sole judgment of the Issuer, might directly or indirectly result in any of the consequences referred to in Clauses (a)(i) or (a)(ii) above or, in the sole judgment of the Issuer might result in the Holders of the Old Notes having obligations with respect to resales and transfers of Old Notes that are greater than those described in "- Resales of Old Notes" or would otherwise in the judgment of the Issuer make it inadvisable to proceed with the Exchange Offer, provided, however, that the Issuer will use reasonable efforts to modify or amend the Exchange Offer or to take such other reasonable steps as to make the provisions of this section inapplicable;

(c) there shall have occurred (i) a declaration of a banking moratorium or any suspension of payments in respect of banks in the United States or any limitations by any governmental agency or authority which adversely affects the extension of credit, or (ii) a commencement of wars, armed hostilities or other similar international calamity directly or indirectly involving the United States, or, in the case of any of the foregoing existing at the time of the commencement of the Exchange Offer, a material acceleration or worsening thereof;

(d) any change shall have occurred or be threatened in the business, properties, assets, liabilities, financial condition, results of operations or prospects of the Issuer that, in the sole judgment of the Issuer, is or may be materially adverse to the Issuer, or the Issuer shall become aware of facts that, in the judgment of the Issuer, have or may have an adverse significance with respect to the value of the Old Notes;

(e) any governmental approval has not been obtained, which approval the Issuer shall, in its sole discretion, deem necessary for the consummation of the Exchange Offer as contemplated hereby;

(f) there exists, in the sole judgment of the Issuer, any actual or threatened legal impediment (including a default or prospective default under an agreement, indenture or other instrument or obligation to which the Issuer is a party or by which it is bound) to the consummation of the transactions contemplated by the Exchange Offer; or

(g) the Holders of at least a majority of the then outstanding aggregate principal amount of the Old Notes request that the Co-Registrants abstain from consummating an exchange offer based upon a written opinion of independent counsel provided to the Co-Registrants to the effect that either (A) the participation of such Holders of Old Notes in an exchange offer is not legally permitted, or (B) a court decision or administrative action may be reasonably expected to have a material adverse effect on such Holders of Old Notes in the event such Holders participate in any exchange offer.

The Issuer expressly reserves the right to terminate the Exchange Offer and not accept for exchange any Old Notes upon the occurrence of any of the foregoing conditions. In addition, the Issuer may amend the Exchange Offer at

any time prior to midnight, New York City time, on the Expiration Date if any of the conditions set forth above occur. Moreover, regardless of whether any of such conditions has occurred, the Issuer may amend the Exchange Offer in any manner which, in its good faith judgment, is advantageous to the Holders. Any determination made by the Issuer concerning an event, development or circumstance described or referred to above will be final and binding on all parties.

Acceptance of Old Notes for Exchange; Delivery of New Notes

Upon the terms and subject to the conditions of the Exchange Offer, the Issuer will accept all Old Notes validly tendered prior to midnight, New York City time, on the Expiration Date. The Issuer will deliver New Notes in exchange for Old Notes promptly following the Expiration Date.

For purposes of the Exchange Offer, the Issuer shall be deemed to have accepted validly tendered Old Notes when, as and if the Issuer has given oral or written notice thereof to the Exchange Agent. The Exchange Agent will act as agent for the tendering Holders of Old Notes for the purpose of receiving the New Notes. Under no circumstances will interest be paid by the Issuer or the Exchange Agent by reason of any delay in making such payment or delivery.

In all cases, delivery of New Notes in exchange for Old Notes tendered and accepted for exchange pursuant to the Exchange Offer will be made only after timely receipt by the Exchange Agent of (i) certificates ("Certificates") for such Old Notes or timely confirmation (a "Book-Entry Confirmation") of the book-entry transfer of the Old Notes into the Exchange Agent's account at The Depository Trust Company (the "Book-Entry Transfer Facility"), pursuant to the procedures set forth in "Procedures for Tendering" above, (ii) the Letter of Transmittal (or facsimile thereof), properly completed and duly executed, with any required signature guarantees, or an Agent's Message (as defined below) in connection with a book-entry transfer, and (iii) any other documents required by the Letter of Transmittal.

The term "Agent's Message" means a message, transmitted by the Book-Entry Transfer Facility to, and received by, the Exchange Agent and forming a part of a Book-Entry Confirmation, which states that such Book-Entry Transfer Facility has received an express acknowledgment from the participant in such Book-Entry Transfer Facility tendering the Old Notes which are the subject of such Book-Entry Confirmation, that such participant has received and agrees to be bound by the terms of the Letter of Transmittal and that the Issuer may enforce such agreement against such participant.

If any tendered Old Notes are not accepted for exchange because of an invalid tender, the occurrence of certain other events set forth herein or otherwise, any such unaccepted Old Notes will be returned, at the Issuer's expense, to the tendering Holder of Old Notes thereof as promptly as practicable after the expiration or termination of the Exchange Offer.

Withdrawal Rights

Tenders of Old Notes made pursuant to the Exchange Offer are irrevocable and may not be withdrawn.

Exchange Agent

State Street Bank and Trust Company (telephone (617) 985-3023) has been appointed as Exchange Agent for the Exchange Offer. All correspondence in connection with the Exchange Offer and the Letter of Transmittal should be addressed to the Exchange Agent as follows:

By Hand:	By Mail:	By Overnight Express:	By Facsimile:
State Street Bank and Trust Company Corporate Trust Window, 4th Floor Two International Place Boston, Massachusetts 02110 Attn: Andrew Sinasky	State Street Bank and Trust Company Corporate Trust Department P.O. Box 778 Boston, Massachusetts 02102 Attn: Andrew Sinasky	State Street Bank and Trust Company Corporate Trust Department Two International Place Boston, Massachusetts 02110 Attn: Andrew Sinasky	(617) 985-3034

Requests for additional copies of the Prospectus or the Letter of Transmittal should be directed to the Exchange Agent or the Issuer.

Payment of Expenses

Foodmaker will reimburse the Exchange Agent for its reasonable out-of-pocket expenses in connection with the Exchange Offer. Foodmaker will also pay all transfer taxes, if any, applicable to the exchange of Old Notes pursuant to the Exchange Offer. If, however, New Notes, or substitute Old Notes for principal amounts not exchanged, are to be delivered to, or are to be registered or issued in the name of, any person other than the registered Holder of Old Notes tendered hereby, or if tendered Old Notes are registered in the name of any person other than the person signing the Letter of Transmittal, or if a transfer tax is imposed for any reason other than the exchange of Old Notes pursuant to the Exchange Offer, the amount of any such transfer taxes (whether imposed on the registered Holder of Old Notes or any other person) will be payable by the tendering Holder of Old Notes. If satisfactory evidence of payment of such taxes or exemption therefrom is not submitted herewith, the amount of such transfer taxes will be billed directly to such tendering Holder of Old Notes.

Foodmaker has not retained any dealer-manager or similar agent in connection with the Exchange Offer and will not make any payments to brokers, dealers or others for soliciting acceptances of the Exchange Offer.

Accounting Treatment

The New Notes will be recorded at the same carrying value as the Old Notes, which is the principal amount, as reflected in the Issuer's accounting records on the date of the exchange. Accordingly, no gain or loss for accounting purposes will be recognized. The expenses of the Exchange Offer will be capitalized by Foodmaker for accounting purposes.

Resales of New Notes

With respect to resales of New Notes, based on interpretive letters previously issued by the Staff of the Division of Corporation Finance of the Commission to third parties, the Issuer believes that the New Notes issued pursuant to the Exchange Offer may be offered for resale, resold and otherwise transferred by any holder thereof, without complying with the registration and prospectus delivery provisions of the Securities Act, provided that such holder (i) is not an "affiliate" or "promoter" (as such terms are defined in Rule 405 under the Securities Act) of the Issuer, (ii) is not participating in a distribution of the New Notes to be received in the Exchange Offer, (iii) is not, except as noted below, a broker-dealer and (iv) is acquiring the New Notes in the ordinary course of such holder's business. Based on the prior interpretive letters, no broker-dealer may resell or otherwise transfer New Notes issued pursuant to the Exchange Offer without complying with the registration requirements of the Securities Act, unless (a) such broker-dealer is holding Old Notes only as nominee, or (b)(i) such broker-dealer acquired the Old Notes for its own account as a result of market-making or other trading activities and undertakes to satisfy certain conditions consistent with the requirements of the Securities Act,

including the delivery of a prospectus which contains a plan of distribution with respect to such resale transactions (such plan of distribution need not name the broker-dealer or disclose the amount of New Notes held by the broker-dealer), and (ii) such broker-dealer has not entered into any arrangement or understanding with the Issuer or an affiliate of the Issuer to distribute the New Notes received pursuant to the Exchange Offer. If any Holder of Old Notes does not satisfy any of the foregoing conditions, such holder may not be entitled to rely on the previously issued interpretive letters. If any other Holder of Old Notes is deemed to be an "underwriter" within the meaning of the Securities Act or acquires New Notes in the Exchange Offer for the purpose of distributing or participating in a distribution of the New Notes, such holder must comply with the registration and prospectus delivery requirements of the Securities Act in connection with a secondary resale transaction, unless an exemption from registration is otherwise available. By tendering Old Notes into the Exchange Offer, registered Holders of Old Notes represent to the Issuer, among other things, that (a) they are not "affiliates" or "promoters" of the Issuer (as those terms are defined in Rule 405 under the Securities Act), (b) they are not engaged in, do not intend to engage in, and have no arrangement or understanding with any person to participate in, a distribution of the New Notes to be issued in the Exchange Offer, and (c) are acquiring the New Notes in the ordinary course of business.

Each broker-dealer that receives New Notes for its own account in exchange for Old Notes must acknowledge that it will deliver a prospectus in connection with any resale of such New Notes. The Issuer is under no obligation to prepare a prospectus for use in connection with such resales.

SELECTED UNAUDITED PRO FORMA FINANCIAL DATA

The following selected unaudited pro forma estimate of operations for the twelve-month period commencing on the date of and giving effect to the following transactions and events: (i) the sale on January 5, 1994 of \$70 million aggregate principal amount of Notes for \$68.9 million; (ii) the concurrent purchase of CRC Notes with an aggregate principal amount of \$70 million for \$68.9 million; and (iii) the recordation of interest income on the CRC Notes and interest expense on the Notes of \$6.9 million each, including amortization of the original issue discount thereon of \$116 thousand. The selected unaudited pro forma balance sheet contained herein gives effect to the foregoing transactions and events as if they occurred on December 31, 1993.

The pro forma financial data presented herein do not purport to represent what the Company's results of operations or financial position would have been had such transactions in fact occurred at the beginning of the periods or to project the Company's results of operations in any future period. The Selected Unaudited Pro Forma Financial Data should be read in conjunction with the Financial Statements, including the notes thereto, included herein.

UNAUDITED PRO FORMA ESTIMATE OF OPERATIONS
For the Initial Twelve Month Period

Estimated Revenues:

Interest income \$6,941,000

Estimated Expenses:

Interest expense. 6,941,000

Pro forma estimated net earnings. \$ --

UNAUDITED PRO FORMA BALANCE SHEET

	As of December 31, 1993		
	Actual	Pro Forma Adjustments	As Adjusted
	-----	-----	-----
ASSETS			
Cash.	\$ 100	\$ --	\$ 100
Long-term notes receivable, net of discount of \$1,092,000.	--	68,908,000	68,908,000
	-----	-----	-----
	\$ 100	\$68,908,000	\$68,908,100
	=====	=====	=====
LIABILITIES AND STOCKHOLDER'S EQUITY			
Long-term debt, net of discount of \$1,092,000	\$ --	\$68,908,000	\$68,908,000
Common stock.	100	--	100
	-----	-----	-----
	\$ 100	\$68,908,000	\$68,908,100
	=====	=====	=====

AND

RESULTS OF OPERATIONS

Results of Operations

[To come after May 15, 1994]

Liquidity and Capital Resources

[To come after May 15, 1994]

BUSINESS

The Issuer

General

The Issuer is a special purpose corporation, incorporated in the State of Delaware on December 22, 1993 for the benefit of Foodmaker in connection with the transactions described herein. See "Description of the Underlying Transactions." The purposes of the Issuer are limited to: (i) issuing and selling the Notes, as principal and as agent for CRC-I and CRC-II, and entering into the Indenture in connection therewith (the "Financing"); (ii) acquiring, owning and holding obligations of CRC-I and CRC-II, accounts, investments and other property to be pledged as collateral for the Notes and pledging such property as collateral for the Notes; and (iii) engaging in any other activities that are necessary, suitable, or convenient to accomplish the matters set forth in the foregoing clauses (i) and (ii). In furtherance of such limited purposes, the Issuer may not create, incur or assume any indebtedness other than pursuant to or in connection with the Financing and the transactions contemplated thereby, or incur, assume, or guarantee the indebtedness of any person or entity, including, without limitation, pursuant to any purchase or repurchase agreement, capital lease, indemnity, or any keep-well, take-or-pay, through-put, or other arrangement having the effect of assuring or holding harmless any third person or entity against loss with respect to any obligation of such other person or entity, unless such indebtedness is an invoice, statement of account, check, work request, purchase order or other similar document representing expenses relating to the permitted activities of the Issuer described above. Nor does the Issuer propose to (i) make loans to other persons, (ii) invest in the securities of other issuers for the purpose of exercising control, (iii) underwrite the securities of other issuers, (iv) engage in the purchase and sale of investments, (v) offer securities in exchange for property, (vi) repurchase or otherwise reacquire its shares or other securities. The principal executive offices of the Issuer are located at One Financial Center, 13th Floor, Boston, Massachusetts 02111, and the Issuer's telephone number is (____) ____-____.

Employees

Pursuant to the terms of the Indenture, the Issuer does not employ any employees.

CRC-I

General

CRC-I is a Massachusetts special purpose limited partnership which was organized solely for the purpose of participating in this Exchange Offer and the underlying transactions. The original Certificate of Limited Partnership of CRC-I was filed with the Secretary of State of the Commonwealth of Massachusetts on December 8, 1993. The latest date upon which CRC-I is to dissolve is December 31, 2043. The charter documents of CRC-I do not require it to, nor does it intend to, hold annual meetings. The purposes of CRC-I are limited to (i) acquiring, owning, holding and selling or otherwise transferring (subject to the provisions of Section 1.06 of those certain Deeds of Trust and Mortgages that have been (with respect to the Existing Assets) or will be (with respect to the Potential Existing Assets) entered into by CRC-I in connection with the transactions specified in (ii) below) Estates For Years in the CRC-I Note Property; (ii) the sale of mortgage notes to the Issuer and encumbering, hypothecating, mortgaging and pledging its interest in the CRC-I Note Properties owned by it as security for or in partial satisfaction of such mortgage notes and certain other mortgage notes issued by CRC-II; (iii) leasing

the CRC-I Note Properties to Foodmaker pursuant to the terms of a master lease; and (iv) engaging in any other activities which are necessary to accomplish the foregoing purposes or are incidental thereto or connected therewith. In furtherance of such limited purposes, CRC-I is not permitted to create, incur or assume any indebtedness other than pursuant to or in connection with the transactions specified in (ii) above and the transactions contemplated thereby, or incur, assume, or guarantee the indebtedness of any person or entity other than pursuant to or in connection with the transactions specified in (ii) above or pursuant to a guaranty of the obligations of the Issuer in connection with the Notes including, without limitation, pursuant to any purchase or repurchase agreement, capital lease, indemnity, or any keep-well, take-or-pay, through-put, or other arrangement having the effect of assuring or holding harmless any third person or entity against loss with respect to any obligation of such other person or entity, unless such indebtedness is an invoice, statement of account, check, work request, purchase order or other similar document representing expenses relating to the permitted activities of CRC-I described above. Nor does CRC-I propose to (i) make loans to other persons, (ii) invest in the securities of other issuers, (iii) underwrite the securities of other issuers, (iv) engage in the purchase and sale of investments, (v) offer securities in exchange for property, (vi) repurchase or otherwise reacquire its shares or other securities. The General Partner of CRC-I is CRC-I Corp. (the "CRC-I General Partner"), incorporated in the Commonwealth of Massachusetts on December 8, 1993. The CRC-I General Partner is responsible for the management of CRC-I, transacts all business for CRC-I and has complete discretion in its management of all aspects of CRC-I's affairs.

Employees

CRC-I has no operations and does not employ any employees.

CRC-II

General

CRC-II is a Massachusetts special purpose limited partnership which was organized solely for the purpose of effecting this Exchange Offer and the underlying transactions. The original Certificate of Limited Partnership of CRC-II was filed with the Secretary of State of the Commonwealth of Massachusetts on December 1, 1993. The latest date upon which CRC-II is to dissolve is December 31, 2043. The charter documents of CRC-II do not require it to, nor does it intend to, hold annual meetings. The purposes of CRC-II are limited to (i) acquiring, owning, holding and selling or otherwise transferring (subject to the provisions of Section 1.06 of those certain Deeds of Trust and Mortgages entered into by CRC-II in connection with the transactions specified in (ii) below) Estates For Years in the CRC-II Note Properties; (ii) selling mortgage notes to the Issuer and encumbering, hypothecating, mortgaging and pledging its interest in the CRC-II Note Properties owned by it as security for or in partial satisfaction of such mortgage notes and certain other mortgage notes issued by CRC-I; (iii) leasing the CRC-II Note Properties to Foodmaker pursuant to the terms of a master lease; and (iv) engaging in any other activities which are necessary to accomplish the foregoing purposes or are incidental thereto or connected therewith. In furtherance of such limited purposes, CRC-II is not permitted to create, incur or assume any indebtedness other than pursuant to or in connection with the transactions specified in (ii) above and the transactions contemplated thereby, or incur, assume, or guarantee the indebtedness of any person or entity other than pursuant to or in connection with the transactions specified in (ii) above or pursuant to a guaranty of the obligations of the Issuer in connection with the Notes including, without limitation, pursuant to any purchase or repurchase agreement, capital lease, indemnity, or any keep-well, take-or-pay, through-put, or other arrangement having the effect of assuring or holding harmless any third person or entity against loss with respect to any obligation of such other person or entity, unless such indebtedness is an invoice, statement of account, check, work request, purchase order or other similar document representing expenses relating to the permitted activities of CRC-II described above. Nor does CRC-II propose to (i) make loans to other persons, (ii) invest in the securities of other issuers, (iii) underwrite the securities of other

issuers, (iv) engage in the purchase and sale of investments, (v) offer securities in exchange for property, (vi) repurchase or otherwise reacquire its shares or other securities. The General Partner of CRC-II is CRC-II Corp. (the "CRC-II General Partner"), incorporated in the Commonwealth of Massachusetts on November 30, 1993. The CRC-II General Partner is responsible for the management of CRC-II, transacts all business for CRC-II and has complete discretion in its management of all aspects of CRC-II's affairs.

Employees

CRC-II has no operations and does not employ any employees.

MANAGEMENT

The Issuer

Directors and Executive Officers

The following table sets forth the name, age and position with the Issuer of each of the persons designated to serve as directors and executive officers of the Issuer. Additional information with respect to each such individual is contained below under "Background of Directors and Executive Officers." Each Director of the Issuer will hold office until the next annual meeting of stockholders of the Issuer or until his successor has been elected and qualified. Officers of the Issuer are elected by the Board of Directors of the Issuer and serve at the discretion of the Board. Robert H. Key owns all of the outstanding shares of Common Stock of the Issuer, and has sole voting power with respect to the election of directors. See, however, "Description of Underlying Transactions - Corporate Governance Agreement."

Name -----	Age ---	Position(s) -----
Charles W. Duddles	53	President, Treasurer, Secretary and Director
Charles F. MacGill	71	Director

Background of Directors and Executive Officers

Mr. Duddles has been a director and President, Treasurer and Secretary of the Issuer since December 1993. Mr. Duddles is also a director, Executive Vice President and Chief Financial and Administrative Officer of Foodmaker and has been since at least 1988.

Mr. MacGill is a director of the Issuer and has been since May 1994. Mr. MacGill is also President and Chairman of the Board of Chartwell Properties Corporation, a real estate investment company, and has been since 1987.

Executive Compensation

None of the directors or officers of the Issuer receive any compensation from the Issuer or for their services in these capacities.

OWNERSHIP OF EQUITY SECURITIES

The Issuer

The following table sets forth, as of the date of this Prospectus, the beneficial ownership of the Issuer's Common Stock.

Name of Beneficial Owner -----	Shares of Common Stock -----	Percent -----
Robert H. Key	100	100%

DESCRIPTION OF THE UNDERLYING TRANSACTIONS

Net Note Sales Proceeds; Closing Costs; Costs of the Estates For Years

On January 5, 1994, in a private placement transaction, the Issuer issued and sold \$70,000,000 aggregate principal amount of Old Notes. The net sales proceeds from the sale of the Old Notes were \$68,908,000, which proceeds were used to purchase the CRC Notes. The total acquisition cost of the Estates For Years purchased by CRC-I and CRC-II was \$66,427,605 and the closing costs paid by CRC-I and CRC-II were estimated, at January 5, 1994, to be \$2,480,395.

Existing Assets

The CRC-I Note Purchase Price was in the amount of approximately \$28.6 million. The proceeds from the sale of the CRC-I Note have been and will be used by CRC-I to purchase from Foodmaker Estates For Years for terms ending November 30, 2028 in 38 existing Jack In The Box restaurants consisting of an aggregate of approximately 101,000 rentable square feet of space and situated on an aggregate of approximately 19.6 acres of land. The locations of all of the Existing Assets, including the Potential Existing Assets, are identified in the Schedule of Properties below.

The full purchase price for the CRC-I Note was paid on January 5, 1994; however, a portion of such funds has been deposited in the Additional Unit Acquisition Account (a subaccount of the Construction Account) maintained by the Trustee pursuant to the Indenture to be disbursed therefrom from time to time to enable CRC-I to purchase Estates For Years in the Potential Existing Assets from Foodmaker, as title to the fee interest therein is acquired by Foodmaker, at which time such Properties will be subjected to the CRC-I Lease. As of April 15, 1994, Estates For Years in the Existing Assets, other than the Potential Existing Assets, had been acquired by CRC-I from the proceeds of the CRC-I Note Purchase Price and were leased to Foodmaker pursuant to the CRC-I Lease. At June _____, 1994, approximately \$_____ had been disbursed for the acquisition of such Existing Assets. See "- Construction Account." Pursuant to the terms of the CRC-I Lease, Foodmaker has been and will be liable for the payment of rent from January 5, 1994 on all of the Existing Assets, including the Potential Existing Assets (collectively, the "CRC-I Note Properties"), regardless of the status of the acquisition by CRC-I of an Estate for Years therein.

Construction Assets

The CRC-II Note Purchase Price was in the amount of approximately \$37.8 million. The proceeds from the purchase of the CRC-II Note have been and will be used by CRC-II to purchase from Foodmaker Estates For Years for terms ending November 30, 2028 in four existing Jack In The Box restaurants and approximately 34 to-be-constructed Jack In The Box restaurant locations consisting of an aggregate of approximately 101,000 rentable square feet of space and situated on an aggregate of approximately 19.6 acres of land. The locations of all of the Construction Assets, including the Potential Construction Assets, are identified in the Schedule of Properties below.

The full purchase price for the CRC-II Note was paid on January 5, 1994; however, a portion of such funds has been deposited in the Construction Account maintained by the Trustee pursuant to the Indenture to be disbursed therefrom from time to time to enable CRC-II to purchase the Estates For Years in the Potential Construction Assets from Foodmaker, as title to the fee interest therein is acquired by Foodmaker (at which time such Properties will be subjected to the CRC-II Lease), and to enable Foodmaker to build Jack In The Box restaurants thereon. See "- Construction Account." As of April 15, 1994, Estates For Years in the Construction Assets, other than the Potential Construction Assets, had been acquired by CRC-II from the proceeds of the CRC-II Note Purchase Price and were leased to Foodmaker pursuant to the CRC-II Lease. At June _____, 1994, approximately \$_____ had been disbursed for the acquisition of such Construction Assets. Estates For Years in the Potential Construction Assets will be acquired from time to time and will be subjected to the CRC-II Lease as Foodmaker acquires the fee interest and CRC-II acquires the Estate For Years therein. Pursuant to the terms of the CRC-II Lease, Foodmaker has been and will be liable for the payment of rent from January 5, 1994 on all of the Construction Assets acquired by Foodmaker (including the Potential Construction Assets) (collectively, the "CRC-II Note Properties") regardless of the status of the acquisition by CRC-II of an Estate For Years therein and/or the completion of construction thereof.

The Properties

The usable area of a typical building constructed on a Property consists of approximately 50% kitchen space and 50% dining space and includes approximately 20-30 uncovered outdoor parking places. The Properties initially will be operated as Jack In The Box restaurants.

Schedule Of Properties

Existing Assets (as of April 15, 1994)*

Number	Location	City	State
-----	-----	----	-----
1	465 South Fairfax	Los Angeles	CA
2	5801 Bellaire Boulevard	Houston	TX
3	1395 Federal Road	Houston	TX
4	2101 9th Avenue North	Texas City	TX
5	4400 West Fuqua	Houston	TX
6	7447 Spencer Hwy	Pasadena	TX
7	3333 Red Bluff	Pasadena	TX
8	8767 South Main	Houston	TX
9	916 South Sam Houston Drive	Huntsville	TX
10	839 East Mulberry Street	Angleton	TX
11	419 South Washington	Cleveland	TX
12	901 East Curry Road	Tempe	AZ
13	1402 East Ash	Globe	AZ
14	41 East Edwardsville	Woodriver	IL
15	1649 Washington Avenue	Alton	IL
16	1800 North Illinois	Swansea	IL
17	1360 Highway 50	O'Fallon	IL
18	830 Edwardsville Road	Troy	IL
19	13369 Firestone Boulevard	Norwalk	CA
20	315 South Brea	Brea	CA
21	57930 Twenty Nine Palms	Yucca Valley	CA
22	11080 Scarsdale Boulevard	Houston	TX
23	3317 First Street	Rosenberg	TX
24	15919 JFK	Houston	TX
25	5107 I-10	Baytown	TX
26	15354 Manchester Road	Ellisville	MO
27	7520 Manchester	Maplewood	MO
28	322 Taylor	Hazelwood	MO

29 479 Ranier Avenue South Renton WA

* The Existing Assets include the Potential Existing Assets, set forth separately below.

Potential Existing Assets (as of April 15, 1994)

Number -----	Location -----	City -----	State -----
30	4751 El Cajon Boulevard	San Diego	CA
31	2701 Brooklyn Avenue	Los Angeles	CA
32	23813 South Avalon	Carson	CA
33	2210 North Alexander	Baytown	TX
34	1010 Richmond	Wharton	TX
35	1001 North 24th Street	Phoenix	AZ
36	1180 Highway 20	Cottonwood	AZ
37	3330 Nameoki Road	Granite City	IL
38	300 South Buchanan	Edwardsville	IL

Construction Assets (as of April 15, 1994)**

Number -----	Location -----	City -----	State -----
1	Slauson & Greenwood	City of Commerce	CA
2	3830 West Sierra Way	Acton	CA
3	Hwy 99 & Lander	Turlock	CA
4	College at Lindbergh	Beaumont	TX
5	NEC Hwy 290 at Senate Road	Houston	TX
6	I-10 at Hwy 62	Orange	TX
7	Sunshine & Tyler	Harlingen	TX
8	I-10 at FM 359	Brookshire	TX
9	U.S. 83 & Bryan Road	Mission	TX
10	Tyler at South M	Harlingen	TX
11	Airline & I-610	Houston	TX
12	Hwy 360 & Green Oaks	Grand Prarie	TX
13	1467 Olney Avenue	Port Orchard	WA
14	610 South Burlington Boulevard	Burlington	WA
15	4717 Evergreen	Everett	WA
16	20746 108th Avenue	Kent	WA

** The Construction Assets include the Potential Construction Assets, set forth separately below.

Potential Construction Assets

Number -----	Location -----	City ----	State -----
17	I-8 & Fortuna	Yuma	AZ
18	Santa Fe & Bobier	Vista	CA
19	Pico Canyon & Lyons	Santa Clarita	CA
20	Archibald at I-60	Ontario	CA
21	China Lake at College Blvd.	Ridgcrest	CA
22	Stockdale Hwy at 15	Kern County	CA
23	Hwy 14 at Hwy 58	Mojave	CA
24	Main Street & Mission Ridge	Manteca	CA
25	Sam Houston Pkwy & Hammerly	Houston	TX
26	Woodlands Drive at I-45	The Woodlands	TX
27	North 10th & Pecan	McAllen	TX
28	Nolana Loop & North 2nd	McAllen	TX
29	I-35 & Del Mar	Laredo	TX
30	FM 518 & 270	League City	TX
31	Silber & I-10	Houston	TX
32	State Hwy 146 & IH10	Mont Belvieu	TX
33	Westheimer & Hwy 6	Houston	TX
34	Hwy 518 & Hwy 582	Friendswood	TX
35	Mockingbird Ln & Stemmons	Dallas	TX
36	State Hwy. 121 & Harwood	Bedford	TX
37	377 at Loop 820	Haltom City	TX
38	Dorsett & I-270	St. Louis	MO

The CRC Leases

The terms of the CRC Leases are summarized under "Description of the Leases" below.

Use of Properties

The Properties will initially be operated as Jack In The Box restaurants, and will be subject to a use limitation requiring that they be used for restaurant purposes or other business uses within Foodmaker's principal lines of business for the three years after January 5, 1994.

Right of Substitution

Foodmaker may effect a substitution (a "Substitution") of any Property listed on the Schedule of Properties above with a replacement property ("Substitute Property") in any of the following circumstances: (a) a casualty or condemnation which Foodmaker determines has rendered the Property permanently unsuitable for continuation of the then existing

business use, (b) Foodmaker determines any Property to be uneconomic for continuation of the then existing business use, or (c) in the case of Potential Construction Assets or Potential Existing Assets, prior to being subjected to the applicable Lease.

The Substitute Property must have a fair market value not less than the then current fair market value of the Property being substituted at the time of such substitution, as confirmed by an independent appraisal (or as certified by Foodmaker in the case of a Substitute Property substituted for a Potential Construction Asset or Potential Existing Asset prior to being subjected to the applicable CRC Lease). Foodmaker must (1) convey to CRC-I or CRC-II, as applicable, an Estate For Years of a duration equal to the then remaining Estate For Years of the substituted Property, and lease from CRC-I or CRC-II, as applicable, the Substitute Property and (2) pay all charges incident to such conveyance of the Substitute Property. Such Substitute Property must also be encumbered as collateral for the CRC Notes pursuant to a deed of trust which would, in turn, be pledged as collateral for the Notes. Foodmaker shall receive a release from the lien of the Indenture, applicable deed of trust and Lease as it relates to the Property so substituted.

Optional Prepayment

The Issuer may not prepay the Notes at any time, in whole or in part, during the first five years after January 5, 1994. Thereafter, the Notes may be prepaid in connection with an Early Termination under the Leases, at par plus a premium (the "Prepayment Premium") equal to the following percentage of the principal amount of the Notes to be prepaid: year six - 5.00%, year seven - 3.75%, year eight - 2.50%, year nine - 1.25%, and year ten - 0.00%. (See "Description of the Leases - Early Termination; Lease Modification.")

Mandatory Prepayment

By the beginning of year ten, the outstanding balance of the Notes must be reduced to \$35,000,000 or less. The sinking fund will be applied at the beginning of year ten to reduce the outstanding debt, and CRC-I and CRC-II will be obligated to make an additional principal payment equal to the difference between \$35,000,000 and the balance in the sinking fund. This additional principal payment is required to be covered by the special rent payments and the purchase price payable under the rejectable offer required to be made by Foodmaker under the Leases at the beginning of year ten. See "Description of the Leases - Rejectable Offer Requirements."

Indenture Defaults

The following constitute events of default under the Indenture ("Indenture Defaults"): (a) failure to pay principal of or interest on the Notes when due; (b) a material misrepresentation which remains uncured 30 days after notice thereof, with a reasonable and necessary extension during diligent pursuit of a cure for those misrepresentations which by their nature cannot be cured within 30 days; (c) bankruptcy events with respect to the Issuer, CRC-I, CRC-II or Foodmaker which are not dismissed within the applicable cure periods; and (d) other customary defaults.

Acceleration of Senior Secured Notes

Upon the occurrence of an Indenture Default which is not cured by the Issuer, CRC-I, CRC-II or Foodmaker, the Trustee will be entitled to accelerate the principal of the Notes and premium, if any. The Issuer may not foreclose upon the deeds of trust on Foodmaker's reversionary rights on the Existing Assets or the Construction Assets unless a default under the CRC Leases (a "Lease Default") or under the Foodmaker Mortgages (as defined in the Indenture) has occurred and is continuing.

Limited Recourse

The recourse for repayment of the Notes will be limited to the Note Collateral, the CRC-I Guaranty and the CRC-II Guaranty (which guaranties are nonrecourse to the general partners of each of CRC-I and CRC-II). The Issuer will not have any personal liability with respect to the Notes except for certain customary nonrecourse exclusions. Similarly, the recourse for repayment of the CRC Notes will be limited to the CRC Collateral.

Construction Account

On January 5, 1994, approximately \$28,073,455 was placed in the Construction Account established pursuant to the Indenture. At April 15, 1994, such funds, and the reinvestment income thereon, were held in the Construction Account (including the Additional Unit Acquisition Account) for the purpose of (a) funding the acquisition by CRC-I of an Estate For Years in the Potential Existing Assets (unless Foodmaker exercises its right of Substitution and thereby substitutes another asset for a Potential Existing Asset), and (b) funding the acquisition by CRC-II of an Estate For Years in, and the construction by Foodmaker, pursuant to the CRC-II Lease, of a Jack In The Box restaurant on, each of the Potential Construction Assets (unless Foodmaker exercises its right of Substitution and thereby substitutes another asset for a Potential Construction Asset). The funds from the Construction Account (including the Additional Unit Acquisition Account) are required to be remitted promptly and in full to Foodmaker as (i) CRC-I acquires an Estate For Years in each Potential Existing Asset, or (ii) Foodmaker acquires a fee interest and CRC-II acquires an Estate For Years in each Potential Construction Asset, in an amount which reflects the land acquisition cost of such asset plus, in the case of Potential Construction Assets, the estimated cost to construct the improvements thereon (subject to satisfaction of certain conditions set forth in the Indenture). Whether or not the funds disbursed from the Construction Account are sufficient to acquire or complete the Potential Construction Assets, Foodmaker must complete the improvements on the Construction Assets once they are acquired. In the event that Foodmaker is able to complete and deliver the Construction Assets for a total amount less than that amount set aside in the Construction Account, such excess amount shall be released to Foodmaker.

If an unremedied Lease Default (as described in "Description of the Leases - Defaults and Remedies") occurs, the Trustee may, in addition to exercising its remedies under the Indenture, apply the funds available in the Construction Account to pay the principal, premium, if any, and accrued interest on the Notes.

Collection, Administrative Expenses, Sinking Fund and Equity Collection Accounts

All amounts paid by Foodmaker under the Leases are remitted directly to the Trustee for deposit in the Collection, Administrative Expenses, Sinking Fund, and the Equity Collection Accounts established pursuant to the Indenture. The rent payments are made available for application to payment of interest on the Notes on each semi-annual Interest Payment Date, for payment or deposit into the Administrative Expenses Account of \$25,000 on each semi-annual Interest Payment Date under the Indenture for projected Indenture expenses, and to fund \$747,402 semi-annually through year nine into the Sinking Fund Account to create a source for payment of a portion of the principal payment due at the end of year nine.

All proceeds of any hazard insurance or condemnation (in excess of \$500,000 for any one Property or \$3 million in the aggregate at any time), are required to be deposited in a separate Proceeds Account held by the Trustee, and disbursed, as required, to fund the restoration of the damaged or condemned Property (unless Foodmaker elects to substitute or consummate an Early Termination of the Property, as herein described, in which case the insurance or condemnation proceeds shall be released to Foodmaker upon consummation thereof) except in the event of a Lease Default, in which case such proceeds will be available to pay principal of and accrued interest on the Notes. See "Description of the Leases - Defaults and Remedies."

Amounts owed to the applicable Lessor by Foodmaker under the CRC Leases in connection with any Early Termination, the Rejectable Offer Requirements or the exercise of any Option by Foodmaker (as described in "Description of the Leases"), in excess of the sums payable on the Notes, are required to be deposited in a separate Equity Collection Account and are required to be held by the Trustee until all sums owing under the Notes have been paid in full.

If an unremedied Lease Default occurs, the Trustee may, in addition to exercising its remedies under the Indenture, apply the funds in the Collection Account, the Sinking Fund Account and the Equity Collection Account to pay principal of and accrued interest on the Notes. In the absence of an Indenture Default, all excess monies in the Collection Account not required to pay the principal, premium, if any, and interest on the Notes on a Payment Date will be free of the lien of the Indenture and may be distributed to the Lessee and/or the Issuer.

No Other Indebtedness or Activities

Neither the Issuer, CRC-I nor CRC-II is permitted to incur additional indebtedness or to own other assets or engage in other business activities.

Corporate Governance

Each of the Issuer, CRC-I Corp. and CRC-II Corp., and their original shareholders (the "Shareholders"), Foodmaker, a designated individual who is both an officer and director of Foodmaker (the "Designated Officer") and an individual unaffiliated with the Issuer, CRC-I Corp or CRC-II Corp. (the "Independent Director") have entered into an agreement regarding corporate governance (the "Corporate Governance Agreement"), which sets forth the respective rights and responsibilities of the parties with respect to specific corporate governance issues relating to the Issuer, CRC-I Corp. and CRC-II Corp. Pursuant to the terms of the Corporate Governance Agreement, the Shareholders are obligated to elect the Designated Officer (or his successor) and the Independent Director as the two directors of each of the Issuer, CRC-I Corp. and CRC-II Corp. The Independent Director and the Designated Officer have agreed, in their capacities as directors of the Issuer, CRC-I Corp. and CRC-II Corp., to elect the Designated Officer to all officer positions of each of the Issuer, CRC-I Corp. and CRC-II Corp.

Foodmaker and the Designated Officer have agreed that the Designated Officer (or his successor), in the capacity of Designated Officer of the Issuer, CRC-I Corp. and CRC-II Corp., will not take any of the following actions without the prior written consent of (i) the holders of 51% or more of the limited partnership interests in CRC-I or CRC-II, in the case of an action proposed to be taken by either of CRC-I or CRC-II, (ii) the holders of 51% or more of the limited partnership interests of each of CRC-I and CRC-II, in the case of an action proposed to be taken by the Issuer: (a) any waiver, amendment or consent to a deviation by Foodmaker relating to any of the Transaction Documents (as defined in the Corporate Governance Agreement to mean all documents relating to the offer and sale of the Notes and the CRC Leases to which the Issuer, CRC-I Corp. and/or CRC-II Corp. is a party) to which Foodmaker is a party; (b) any action to accept or reject the Rejectable Offer by Foodmaker; or (c) any action which would constitute or result in a breach by the Issuer, CRC-I Corp. or CRC-II Corp. of any of the Transaction Documents. The Designated Officer (or his successor) is also obligated to take any other action on behalf of the Issuer, CRC-I Corp. and CRC-II Corp. upon receipt of the same written consent requirements noted above, provided that such action is not in violation of the organizational documents of the Issuer, CRC-I Corp. or CRC-II Corp. Foodmaker also agreed to take, and agrees to cause the Designated Officer (or his successor) to take (at Foodmaker's expense), all necessary action to ensure that the Issuer, CRC-I Corp. and CRC-II Corp. remain at all times in compliance with the Transaction Documents, and to effectuate transfers of the limited partnership interests in either CRC-I or CRC-II upon the request of at least 51% of the holders of the limited partnership interest of the affected entity.

The Issuer's Certificate of Incorporation provides that its directors shall not be personally liable to the Issuer or its stockholders for monetary damages arising as a result of a director's breach of his or her fiduciary duty.

In addition, the Indenture provides that subject to certain exceptions set forth therein, neither the Trustee nor the Holders of Notes may seek or obtain judgment against the Issuer or any of the Issuer's officers, directors, shareholders or employees for payment of principal or interest under the Notes, or any sums payable under the Indenture, and the sole recourse of the Trustee and the Holders of Notes against the Issuer for any default in the payment of such principal or interest or other sums shall be limited to the Trust Estate.

Trustee

State Street Bank and Trust Company serves as Trustee. The Trustee's fees will be paid with the funds deposited in the Administrative Expenses Account, excess funds available in the Collection Account, or through additional rent payments due under the Leases.

Tax Opinion

In connection with the offering of the Old Notes, a legal opinion was delivered that the Old Notes would be classified as debt of CRC-I and CRC-II for federal income tax purposes; this opinion did not address any other federal income tax consequences or other tax consequences related to the acquisition, ownership or disposition of the Old Notes. The legal opinion was delivered in reliance upon a Certificate of Representations delivered by Foodmaker including certain certifications relating to the current value and projected future value of the Existing Assets and the Construction Assets, among other things. If the certifications provided by Foodmaker in the Certificate of Representations were incorrect, then the legal opinion as to the classification of the Old Notes for federal income tax purposes would be adversely affected. Purchasers of the Old Notes have been advised that Foodmaker was not an independent third party to the offering of the Old Notes, and was not relying on an independent third party, for the purposes of its Certificate of Representations as to value. The legal opinion was based on laws, regulations, rulings and decisions in effect at the time, all of which are subject to change by legislative, administrative or judicial action, which change may be retroactive. Said legal opinion is not binding upon the Internal Revenue Service or any court, and no ruling has been obtained from the Internal Revenue Service as to the classification of the Old Notes for federal income tax purposes in the transaction. Investors should consult with their own tax advisors in determining the federal, state, local and other tax consequences to them of the purchase, ownership and disposition of the New Notes. See "Certain Federal Income Tax Consequences."

DESCRIPTION OF NEW NOTES

The following summary does not purport to be complete and is subject to, and is qualified in its entirety by, reference to all of the provisions of the New Notes and the Indenture, including the definitions contained therein of certain terms and those terms made part of the Indenture by reference to the Trust Indenture Act of 1939 as in effect on the date of the Indenture. Copies of the New Notes and the Indenture may be obtained upon request from the Issuer. Capitalized terms used herein and not otherwise defined in this Prospectus have the meanings ascribed to them in the Indenture.

To the extent that holders of Old Notes do not participate in the Exchange Offer and Old Notes remain outstanding after the consummation of the Exchange Offer, Old Notes and New Notes will be repurchased and/or redeemed pro rata pursuant to the repurchase and redemption provisions contained therein and in the Indenture. In addition, Holders of New Notes and Holders of Old Notes, together, will have the voting rights, rights to comply with notice provisions and other rights specified in the Indenture.

General

The New Notes will be senior secured obligations of the Issuer, limited in aggregate principal amount to \$70,000,000, secured by certain property and assets as described below and sometimes referred to herein as the "Collateral." References herein to the "Collateral Documents" include all documents entered into to create or perfect the security interests in the Collateral. The New Notes will bear interest at the rate of 9.75% per annum, payable in cash semi-annually on the first business day of January and July of each year, commencing on January 2, 1995 to Holders of Notes at the close of business on the previous business day. Interest will be computed on the basis of a 360-day year of twelve 30-day months and the actual number of days elapsed. The New Notes will rank pari passu with any Old Notes that remain outstanding.

The New Notes will be issued only in fully registered form, without coupons, in denominations of \$500,000 and integral multiples thereof.

Security for the New Notes; Guaranties

The New Notes will be secured by, among other things, the following (collectively, the "Note Collateral"): (1) The pledge by the Issuer to the Trustee of the CRC-I Note and the CRC-II Note and the CRC Collateral; and (2) A pledge of the Issuer's rights in and to the Collection Account, the Construction Account, the Sinking Fund Account and the Equity Collection Account (see "Description of the Underlying Transactions - Construction Account - - Collection, Administrative Expenses, Sinking Fund and Equity Collection Accounts") as well as certain other accounts to be maintained by the Trustee pursuant to the Indenture, and all funds held therein.

If an unremedied Lease Default occurs, the Trustee may, in addition to exercising its remedies under the Indenture, apply the funds in the Construction Account, the Collection Account, the Sinking Fund Account and the Equity Collection Account to pay principal of and accrued interest on the Notes. In the absence of an Indenture Default, all excess monies in the Collection Account not required to pay the principal, premium, if any, and interest on the Notes on a Payment Date will be free of the lien of the Indenture and may be distributed to the Lessee and/or the Issuer.

The New Notes will also be guaranteed by each of CRC-I and CRC-II which guaranties will be nonrecourse to the general partners of each of CRC-I and CRC-II.

The Issuer is required, at its expense, to maintain insurance policies providing for title insurance for each property that is subject to the CRC Mortgages and the Foodmaker Mortgages, collectively and severally.

Optional Prepayment

The Issuer may not prepay the Notes at any time, in whole or in part, during the first five years after January 5, 1994. Thereafter, the Notes may be prepaid in connection with an Early Termination under the Leases, at par plus a premium (the "Prepayment Premium") equal to the following percentage of the principal amount of the Notes to be

prepaid: year six - 5.00%, year seven - 3.75%, year eight - 2.50%, year nine - 1.25%, and year ten - 0.00% (see "Description of the Leases - Early Termination; Lease Modification.")

Mandatory Prepayment

By the beginning of year ten, the outstanding balance of the Notes must be reduced to \$35,000,000 or less. The sinking fund will be applied at the beginning of year ten to reduce the outstanding debt, and CRC-I and CRC-II will be obligated to make an additional principal payment equal to the difference between \$35,000,000 and the balance in the sinking fund. This additional principal payment is required to be covered by the special rent payments and the purchase price payable under the rejectable offer required to be made by Foodmaker under the Leases at the beginning of year ten. See "Description of the Leases - Rejectable Offer Requirements."

Certain Covenants

The Indenture contains certain covenants with respect to the Issuer. The covenants include, but are not limited to, the following:

Limitation on Use of Proceeds

The Indenture provides that the Issuer will use the proceeds from the sale of the Old Notes solely for the purposes set forth therein and not for the purchase of any security that constitutes "margin stock" or "margin securities" within the meaning of Regulations G, T, U or X of the Board of Governors of the Federal Reserve System (or any successor regulations thereto). See "Limitations on Lines of Business" and "Business - The Issuer."

Limitations on Additional Indebtedness

The Indenture provides that the Issuer will not incur or have outstanding any indebtedness, or incur, assume, or guarantee the indebtedness of any Person (including, without limitation, pursuant to any purchase or repurchase agreement, any indemnity, or any keep-well, take-or-pay, through-put, or other arrangement having the effect of assuring or holding harmless any third Person against loss with respect to any obligation of such other Person) other than pursuant to the Indenture, unless such indebtedness is an invoice, statement of account, check, work request, purchase order or other similar document representing expenses relating to permitted activities of the Issuer in accordance with the terms of the Indenture.

Change of Control

The Indenture provides that the Issuer shall not cause, permit or acquiesce in any sale, transfer, assignment or other disposition of the interests of the shareholders in the Issuer which would result in a transfer, cumulatively, of 49% or more of the shareholder interests in the Issuer.

Limitation on Liens

The Indenture provides that the Issuer will not (a) permit the validity or effectiveness of the Indenture or any Grant thereunder to be impaired, or permit the lien of the Indenture to be amended, hypothecated, subordinated, terminated or discharged, or permit any Person to be released from any covenants or obligations with respect to the Indenture or the Notes or any document executed pursuant thereto, except as may be expressly permitted thereby; (b) permit any lien, charge, adverse claim, security interest, mortgage or other encumbrance (other than the lien of the Indenture and any lien for taxes not yet due and payable) to be created on or extend to or otherwise arise upon or burden the Trust Estate or any part thereof, any interest therein or the proceeds thereof, or (c) take any action that would permit the lien of the Indenture not to constitute a valid first priority perfected security interest in the Trust Estate.

Existence of Issuer

The Indenture provides that the Issuer will maintain in full force and effect its existence, rights and franchises as a corporation, organized under the laws of the State of Delaware, separate and apart from any of its Affiliates, and will obtain and preserve its qualification to do business as a foreign corporation, in each jurisdiction in which such qualification is or shall be necessary to protect the validity and enforceability of the Indenture, the Notes or the Trust Estate. The Issuer may not amend its certificate of incorporation or by-laws without the written consent of the Majority Noteholders. The Issuer at all times will be operated in accordance with the provisions of its certificate of incorporation, by-laws and any laws or regulations applicable to it, and shall observe all corporate formalities, including keeping its own separate books and records, having its own bank accounts and keeping its funds separate from the funds of its shareholders, holding periodic meetings of its directors and shareholders, and having officers that (when acting in their capacity as officers of the Issuer) act in such corporation's best interests, and is able to fund from its own assets all of its activities and expenses. The charter and by-laws of the Issuer provide that a unanimous vote of all directors of the Issuer is necessary for (a) any merger or consolidation, (b) any voluntary bankruptcy filing and any declaration of insolvency for any purpose for the Issuer, or (c) any amendment of the Issuer's charter, or of its by-laws if such amendment pertains to certain matters, including, but not limited to, limitations on lines of business and certain negative covenants, as set forth in the Indenture.

Limitation on Transactions with Affiliates

The Indenture provides that the Issuer will not enter into or permit to exist, directly or indirectly, any transaction (including, without limitation, the purchase, sale, lease or exchange of any property or the rendering of any service) with any Affiliate of the Issuer, except for transactions in the ordinary course of the business of the Issuer and upon fair and commercially reasonable terms which are no less favorable to the Issuer than would be obtained in a comparable arm's-length transaction with a Person that is not such an Affiliate.

Protection of Trust Estate

The Indenture provides that the Issuer shall from time to time execute and deliver all such supplements and amendments hereto and all such financing statements, continuation statements, instruments of further assurance and other instruments, and shall take such other action as may be necessary or, upon request of the Trustee or the Majority Noteholders, advisable to: (a) grant more effectively all or any portion of the Trust Estate; (b) maintain or preserve the lien (and the priority thereof) of the Indenture or to carry out more effectively the purposes thereof; (c) perfect, publish notice of, or protect the validity of any Grant made or intended to be made by the Indenture; (d) enforce any of the Mortgage Note Documents, Eligible Investments, or other instruments included in the Trust Estate, or the CRC Leases; (e) preserve and defend title to the Trust Estate and the rights therein of the Trustee and the Holders of Notes in such Trust Estate against the claims of all Persons and parties; and (f) pay any and all taxes levied or assessed upon all or any part of the Trust Estate.

The Indenture further provides that the Trustee shall not (a) remove any portion of the Trust Estate that consists of money or is evidenced by an instrument, certificate, or other writing including, without limitation, the CRC Notes, (i) from the jurisdiction in which it was held at the date the most recent Opinion of Independent Counsel was delivered pursuant to the Indenture (or from the jurisdiction in which it was held as described in the Opinion of Independent Counsel, delivered on January 5, 1994), if no Opinion of Independent Counsel has yet been delivered pursuant to the Indenture or (ii) from the possession of the Person who held it on such date or (b) cause or permit ownership or the pledge of any portion of the Trust Estate to be recorded on the books of a Person (i) located in a different jurisdiction from the jurisdiction in which such ownership or pledge was recorded at such date or (ii) other than the Person on whose books such ownership or pledge was recorded at such date, unless the Trustee shall have first received an Opinion of Independent Counsel to the effect that the lien and perfected first priority security interest created by the Indenture with respect to such property will continue to be maintained after giving effect to such action or actions.

Pursuant to the Indenture, the Issuer shall pay or cause to be paid any taxes levied on the Issuer on account of the Issuer's ownership of the Trust Estate.

Opinions as to Trust Estate

The Indenture provides that on or before December 31 in the third calendar year following January 5, 1994 and on December 31 in each third year thereafter, the Issuer shall furnish to the Trustee an Opinion of Independent Counsel either (a) stating that, in the opinion of such counsel, such action has been taken with respect to the recording, filing, re-recording and refiling of the Indenture, any indentures supplemental thereto and any other requisite documents as is necessary to maintain the lien and perfected first priority security interest created by the Indenture with respect to the Trust Estate and reciting the details of such action, or (b) stating that, in the opinion of such counsel, no such action is necessary to maintain such lien and perfected first priority security interest. Such Opinion of Independent Counsel shall also describe the recording, filing, re-recording, and refiling of the Indenture, any indentures supplemental thereto and any other requisite documents that will, in the opinion of such counsel, be required to maintain the lien and perfected first priority security interest of the Indenture with respect to the Trust Estate. The fees and expenses incurred in connection with each such Opinion of Independent Counsel shall be Administrative Expenses payable in accordance with the terms of the Indenture, and any such fees and expenses not so paid shall be paid by the Trustee, to the extent funds are available from the Trust Estate or are otherwise provided to the Trustee, on behalf of the Issuer subject to the Trustee's right of reimbursement therefor.

Performance of Obligations

The Indenture provides that the Issuer shall not take any action, and will use its best efforts not to permit any action to be taken by others, that would release any Person from any of such Person's covenants or obligations under the Mortgage Note Documents or the CRC Leases or under any instrument included in the Trust Estate or which would result in the amendment, hypothecation, subordination, termination, or discharge of, or impair the validity or effectiveness of, any of the Mortgage Note Documents, the CRC Leases or any such instrument, except as provided in the Indenture or such Mortgage Note Document, the CRC Leases or other instrument.

Limitation on Mergers or Consolidations

The Indenture provides that the Issuer generally may not consolidate or merge with or into any other Person or convey or transfer its properties and assets to any Person.

Limitation on Lines of Business

The Indenture provides that the Issuer shall not engage in any business or activity other than: (a) issuing and selling the Notes pursuant to the Indenture and acquiring, owning, and pledging the Trust Estate in accordance with the terms of the Indenture; (b) issuing or incurring indebtedness permitted by the terms of the Indenture (see "- Certain Covenants - Limitations on Additional Indebtedness"); and (c) engaging in any other activities which are necessary, suitable, or convenient to accomplish the matters set forth above or are incidental thereto or connected therewith. The organizational documents of the Issuer provide that the Issuer is restricted to engaging only in such business or activities.

Limitations on Transfer and Encumbrance of Trust Estate

The Indenture provides that the Issuer will not sell, transfer, exchange, or otherwise dispose of, or pledge, mortgage, hypothecate, or otherwise encumber (or permit such to occur or suffer such to exist), any part of the Trust Estate, except as expressly permitted by the Indenture.

Limitation on Payment of Taxes

The Indenture provides that the Issuer will not claim any credit on, or make any deduction from, the principal or interest payable with respect to the Notes (other than the amounts required to be withheld in accordance with the Code) or assert any claim against any present or future Holders of Notes, by reason of the payment of any taxes levied or assessed upon any part of the Trust Estate.

Restrictions on Issuer's Exercise of Lessor's Rights Under Leases

The Indenture provides that the Issuer shall not exercise any right of the Lessor under either of the CRC Leases (including, without limitation, any right to make any election or determination or give any consent, direction, or waiver under such CRC Lease) without the prior written approval of the Trustee, all of which rights are assigned to the Trustee by virtue of the CRC Lease Assignments, including the collateral assignments thereof by the Issuer to the Trustee. To the extent any such consent may not be unreasonably withheld by the applicable Borrower under the applicable CRC Lease, the Trustee and the Holders of Notes shall be bound by such reasonableness standard.

Limitation on Status as Investment Company

The Indenture provides that the Issuer shall at all times while the Notes are outstanding take all actions necessary to ensure that the Issuer is at all times exempt from and need not register as an "investment company" under the Investment Company Act, and shall at no time allow itself to be controlled by an "investment company" as defined in the Investment Company Act.

Restriction on Purchase of Notes

The Indenture provides that the Issuer may not acquire any Notes.

Reports and Other Information

Provision of Rule 144A Information

During the period beginning on the original issuance date of the Old Notes and ending on the date that is three years from such date, the Issuer shall, during any period in which the Lessee or the Issuer is not subject to Section 13 or 15(d) under the Exchange Act, make available to any Holder of Old Notes which continue to bear the restrictive legend set forth in the Indenture, and to any prospective purchaser of Old Notes from such Holder, the information required pursuant to Rule 144A(d)(4) under the Securities Act upon the request of such holder of Old Notes.

Statement as to Compliance

Promptly upon request by the Trustee or any Noteholder, the Issuer will deliver to the Trustee an Officer's Certificate stating, as to each signer thereof, that:

(a) a review of the activities of the Issuer during the preceding six-month period and of the Issuer's performance under the Indenture has been made under his or her supervision; and

(b) to the best of his or her knowledge, based on such review, the Issuer has fulfilled all of its obligations under the Indenture and the Mortgage Note Documents throughout such six-month period, has complied fully with the terms and provisions hereof and no Default exists thereunder, or, if there has or had been a Default during such quarter, specifying each such Default known to him and the nature and status thereof.

Payment Date Statement

The Issuer is required under the Indenture to prepare a statement (the "Payment Date Statement") not later than the second business day preceding each Payment Date. Upon request by the Trustee, the Issuer shall provide or cause the Lessee to provide the Trustee with all information not in the Trustee's possession and necessary to prepare each Payment Date Statement in a timely manner. The Trustee shall forward copies of the Payment Date Statement to each Holder of Notes on each Payment Date and the Trustee shall not be liable for any error made in calculating or otherwise determining the information required to be set forth in the Payment Date Statement as set forth in the Indenture, except for any error resulting from negligence, willful misconduct, or bad faith on the part of the Trustee or its employees. Pursuant to the terms of the Indenture, the Issuer is required to indemnify the Trustee for any loss, liability or expense incurred without

negligence, willful misconduct or bad faith on the part of the Trustee or its employees arising out of the Trustee's preparation and delivery of the Payment Date Statement and disbursements made pursuant thereto.

Events of Default and Remedies

The Indenture defines an "Event of Default" as one of the following events: (a) the occurrence and continuance of any CRC Lease Event of Default or Mortgage Event of Default (see "Description of the Leases - Defaults and Remedies"); (b) the failure by the Issuer to pay any interest, premium or principal on any Note or to make any deposit required under the Notes to be made to the Sinking Fund Account or the Administrative Expenses Account, when due and payable; (c) the failure by the Issuer to perform or observe any other term, provision, covenant, obligation, or agreement of the Indenture and, subject to certain exceptions, the continuance of such failure for a period of 30 days from the earlier of actual knowledge thereof by any Responsible Issuer Officer or written notice thereof to the Issuer by the Trustee or to the Issuer and the Trustee by any Noteholder; (d) if any representation, warranty or certification made by or on behalf of the Issuer in or pursuant to the Indenture or by the Issuer in or pursuant to any other document entered into by the Issuer or in connection with any of the transactions contemplated by the Indenture or any other document entered into by the Issuer in connection with any of the transactions contemplated by the Indenture shall prove to have been false or incorrect on the date as of which made and such breach remains uncured 30 days after notice thereof has been given to the Issuer or after the expiration of any reasonable and necessary extension (which shall not be for more than 90 days) given by the Trustee for those misrepresentations which by their nature cannot be cured in 30 days and which Issuer is diligently proceeding to cure; (e) certain events of bankruptcy, insolvency, reorganization or similar proceedings in respect of the Issuer, CRC-I, CRC-II, Foodmaker or any General Partner; or (f) default by any party under the Registration Rights Agreement.

If an Event of Default occurs and is continuing, the Majority Noteholders may declare the principal of all the Notes to be immediately due and payable by written notice to the Issuer and the Trustee, and upon any such declaration such principal, together with interest accrued thereon and any premium payable in connection therewith, shall become immediately due and payable; provided that if an Event of Default specified in clause (e), above, occurs, then such principal, together with interest accrued thereon and any premium payable in connection therewith shall become immediately due and payable without any such declaration, demand, presentment or notice or any other action (all of which are waived) and references herein to "declaration of acceleration" shall include such automatic acceleration.

At any time after such a declaration of acceleration of Maturity has been made and before a judgment or decree for payment of the money due has been obtained by the Trustee, the Majority Noteholders, by written notice to the Issuer and the Trustee, may rescind and annul such declaration and the consequences thereof if: (a) the Issuer has paid or irrevocably deposited with the Trustee on behalf of the Noteholders a sum sufficient to pay: (i) all overdue installments of interest, premium, if any, and principal on all Notes; (ii) all sums paid or advanced by the Trustee hereunder and the reasonable compensation, expenses, disbursements, and advances, if any, of the Trustee and its agents and counsel; and (iii) all sums payable to Noteholders pursuant to the terms of the Indenture and the reasonable compensation, expenses, disbursements, and advances of their counsel; and (b) all Events of Default, other than the non-payment of the interest on or principal of Notes that have become due solely by such acceleration, have been cured or waived as provided in the Indenture.

Subject to certain provisions of the Indenture regarding the impairment or waiver of specified rights of a Holder of Notes, (including, but not limited to, the right to receive payment of the principal, premium, if any, or interest on or after the Payment Dates expressed in such Notes), no Holder of Notes shall have any right to institute any Proceedings, judicial or otherwise, with respect to the Indenture, or for the appointment of a receiver or trustee, or for any other remedy thereunder, unless, among other things:

(a) the Holders of not less than 25% in Aggregate Outstanding Amount of Notes shall have made written request to the Trustee to institute Proceedings in respect of such Event of Default in its own name as Trustee hereunder;

(b) such Holder or Holders of Notes have offered to the Trustee reasonable indemnity;

(c) the Trustee for 30 days after its receipt of such notice, request, and offer of indemnity has failed to institute any such Proceeding; and

(d) no direction inconsistent with such written request has been given to the Trustee during such 30-day period by the Majority Noteholders.

In the event the Trustee shall receive conflicting or inconsistent requests and indemnity from two or more groups of Holders of Notes, neither group constituting the Majority Noteholders, the Trustee in its sole discretion may determine what action, if any, shall be taken.

Modification of the Indenture

The Indenture provides that the Trustee and the Issuer may enter into an indenture or indentures supplemental to the Indenture for the purpose of adding any provisions to, or changing or eliminating any of the provisions of the Indenture or of modifying the rights of the Holders of Notes under the Indenture, except in certain circumstances that will require unanimous consent, including without limitation (i) changes with respect to payment of principal, premium and interest (upon redemption, maturity or otherwise), (ii) the creation of any lien ranking prior to or on a parity with the lien of the Indenture with respect to any part of the Trust Estate, and (iii) termination of the lien of the Indenture.

The Indenture also provides that the Issuer and the Trustee may amend or supplement the Indenture or the Notes without the consent of or notice to the Holders of Notes to, among other things, (i) provide for the issuance of the New Notes to be exchanged for Old Notes pursuant to a Registered Exchange Offer (as defined in the Registration Rights Agreement, (ii) cure any ambiguity, defect or inconsistency, (iii) make any change that does not materially and adversely affect the legal or other rights of any Holder of Notes or (iv) comply with any requirements of the Commission in connection with the qualification of the Indenture under the Trust Indenture Act of 1939, and the rules and regulations promulgated thereunder.

The Indenture further provides that the provision regarding the withdrawal of funds from the Sinking Fund Account shall not be amended or supplemented without the prior written consent of Foodmaker.

Satisfaction and Discharge of the Indenture

The Indenture will be discharged and the liens Granted thereunder will cease and the Issuer will be relieved of all obligations thereunder, provided no Default or Event of Default has occurred and is continuing, except as to (i) rights of registration of transfer and exchange, (ii) substitution of mutilated, destroyed, lost or stolen Notes, (iii) the rights of Holders of Notes to receive payments of principal and interest, (iv) the rights, obligations and immunities of the Trustee thereunder, and (v) the rights of Holders of Notes as beneficiaries with respect to the property deposited with the Trustee and payable to all or any of them; and the Trustee, on demand of and at the expense of the Issuer, shall execute proper instruments acknowledging satisfaction and discharge of the Indenture (except as limited above), when:

(1) all Notes theretofore authenticated and delivered (subject to certain exceptions set forth in the Indenture) have been paid in full;

(2) the Issuer has paid or caused to be paid in full all other sums payable under the Indenture; and

(3) the Issuer has delivered to the Trustee an Officer's Certificate and Opinion of Counsel stating that all conditions precedent to the satisfaction and discharge of the Indenture with respect to the Notes have been complied with.

Concerning the Trustee

The Indenture provides that, except during the continuance of an Event of Default, the Trustee will perform only such duties as are specifically set forth in the Indenture. The Majority Noteholders will have the right to direct the time, method and place of conducting any Proceeding for any remedy available to the Trustee or any right, remedy, trust or power conferred on the Trustee, subject to certain exceptions. The Indenture provides that following an Event of Default

and acceleration of the indebtedness incurred under the Indenture, the Trustee will be required, in the exercise of its power, to use the same degree of care and skill as a prudent person would exercise or use under similar circumstances in the conduct of such person's own affairs. Subject to certain provisions of the Indenture, the Trustee will be under no duty to exercise any of its rights or powers under the Indenture at the request of any Holder of Notes, unless such holder shall have offered to the Trustee reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such request.

The Indenture and the TIA contain certain limitations on the rights of the Trustee, should it become a creditor of the Issuer, to obtain payment of claims in certain cases or to realize on certain property received in respect of any such claim as security or otherwise. Subject to the TIA, the Trustee will be permitted to engage in other transactions, provided that if the Trustee acquires any conflicting interest as described in the TIA it must eliminate such conflict or resign.

Certain Definitions

Set forth below is a summary of certain of the defined terms used in the Indenture. Reference is made to the Indenture for the full definition of all such terms, as well as any other terms used herein for which no definition is provided.

"Administrative Expenses": Without duplication, the sum of: (a) amounts due the Trustee under Section 6.7; (b) expenses incurred by the Trustee relating to the administration and maintenance of the Trust Estate (including, without limitation, expenses pursuant to Article Eleven); (c) any fees and expenses, other than fees and expenses paid in connection with the issuance of the Notes, due to the respective counsel of the Noteholders and the Trustee; (d) amounts due to Noteholders pursuant to Section 5.14(c) and, with respect to any Issuer or Borrower solicitation, Section 8.1; and (e) any fees and expenses payable to the Rating Agencies other than in connection with the issuance of the Notes.

"Affiliate" of any specified Person: (a) Any other Person controlling or controlled by or under common control with such specified Person and (b) any partner of such Person if such Person is a partnership, or any shareholder of such Person if such Person is a corporation. For the purposes of this definition, "control," when used with respect to any specified Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract, or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Aggregate Outstanding Amount": The aggregate principal amount of all the Notes outstanding at the date of determination.

"Authorized Officer": With respect to the Issuer, any Person whose name and specimen signature appears on a list of Authorized Officers furnished to the Trustee as certified by the Secretary of the Issuer. With respect to the Trustee or any other bank or trust company acting as trustee of an express trust or as custodian, a Responsible Officer. With respect to the Lessee, any Person whose name and specimen signature appears on a list of Authorized Officers furnished to the Trustee as certified by the Secretary of the Lessee.

"Code": The Internal Revenue Code of 1986, as amended, or any successor statute(s).

"Eligible Investments": Any one or more of the following obligations or securities:

(a) (i) negotiable certificates of deposit, having a maturity of no more than 30 days, of any Depository Institution or trust company (including the Trustee) incorporated under the laws of the United States of America or any state thereof and subject to supervision and examination by federal or state banking authorities so long as the commercial paper or the short term unsecured debt obligations of such Depository Institution or trust company (or, in the case of the principal Depository Institution in a holding company system, the commercial paper or short term unsecured debt obligations of such holding company) at the time of such investment or contractual commitment providing for such investment have a short term credit rating by the Rating Agencies at least equivalent to AA for Standard and Poor's and Aa for Moody's and (ii) any other negotiable certificate of deposit having a maturity of not more than 30 days that is fully insured by the Federal Deposit Insurance Corporation;

(b) and, with respect to funds held in the Sinking Fund Account only, the following additional obligations or securities:

(i) direct obligations of, and obligations fully guaranteed by, the United States of America, the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation or any agency or instrumentality of the United States of America the obligations of which are backed by the full faith and credit of the United States of America, provided that obligations of, or obligations fully guaranteed by, the Federal National Mortgage Association (excluding stripped mortgage-backed securities that are valued greater than par on the portion of unpaid principal), the Federal Home Loan Mortgage Corporation, or any such agency or instrumentality shall be Eligible Investments only if, at the time of investment they have a credit rating equal to or higher than AA;

(ii) repurchase obligations pursuant to a written agreement with respect to (A) any security described in clause (a) above, or (B) any other security issued or guaranteed by an agency or instrumentality of the United States of America and providing for the transfer of such security to the Trustee or its agent as contemplated by applicable law and regulation in such a way that the Trustee will have a perfected security interest, in either case entered into with a Depository Institution or trust company (acting as principal) described in clause (a)(i) above;

(iii) securities bearing interest or sold at a discount issued by any corporation incorporated under the laws of the United States of America or any state thereof that have a short term credit rating by the Rating Agencies at least equivalent to AA at the time of such investment or contractual commitment providing for such investment; or

(iv) commercial paper issued by any Depository Institution, or any corporation incorporated under the laws of the United States of America or any state thereof, so long as the issuer of such commercial paper has, at the time of such investment, a credit rating by the Rating Agencies equivalent to at least AA;

provided that all Eligible Investments shall be held in the name of the Trustee, in its capacity as such, and further provided that Eligible Investments purchased with funds in any trust account established and maintained by the Trustee hereunder shall be held until maturity (except as otherwise provided in the Deposit Accounts Security Agreements) and shall include only such obligations or securities as mature no later than the Business Day prior to (x) the Year Nine Installment Payment Date in the case of Eligible Investments purchased with funds in the Sinking Fund Account, or (y) the next Payment Date in the case of Eligible Investments purchased with funds in the Construction Account.

"General Partner": With respect to CRC-I, CRC-I Corp., a Massachusetts corporation, and with respect to CRC-II, CRC-II Corp., a Massachusetts corporation.

"Grant": To grant, bargain, sell, warrant, alienate, demise, release, convey, assign, transfer, mortgage, charge, pledge, create and grant a security interest in and right of set-off against, deposit, set over, and confirm. A Grant of the CRC Notes and the other Mortgage Note Documents, or of any other instrument or agreement Granted hereunder, shall include all rights, powers, privileges, remedies, options and other benefits (but none of the obligations) of the Granting party thereunder, including without limitation the immediate and continuing right to claim for, to collect, to receive and to give any receipt for principal, premium, if any, and interest payments in respect of the CRC Notes and all other monies and other property payable thereunder or in respect thereof, to give and to receive notices and other communications, to make waivers or other agreements, to exercise all rights, powers, privileges, remedies, options and other benefits, to bring Proceedings in the name of the Granting party or otherwise, and generally to do and to receive anything that the Granting party is or may be entitled to do or to receive thereunder or with respect thereto.

"Independent": When used with respect to any specified Person, means such a Person who (a) is in fact independent of the Issuer, the Lessee, CRC-I, CRC-II and of any Affiliate of any thereof, (b) does not have any direct financial interest or any material indirect financial interest in the Issuer, the Lessee, CRC-I, CRC-II or in any Affiliate of any thereof, and (c) is not connected with the Issuer, the Lessee, CRC-I, CRC-II or any Affiliate of any thereof as an officer, employee, promoter, underwriter, trustee, partner (whether general or limited), director, shareholder, beneficiary or Person performing similar functions or having similar ownership interests. Whenever it is provided herein that any

Independent Person's opinion or certificate shall be furnished to the Trustee, such Person shall be appointed by Issuer Order and such opinion or certificate shall state that the signer has read this definition and that the signer is Independent within the meaning hereof. "Independent" when used with respect to any accountant shall include an accountant who audits the books of any Person referred to in clause (a) above if, in addition to satisfying the criteria set forth above, the accountant is independent with respect to such Person within the meaning of Rule 101 of the Code of Ethics of the American Institute of Certified Public Accountants.

"Installment Payment Date": The first business day of each January and July, from and including July, 1994 through and including July, 2003.

"Majority Noteholders": The Holders of more than 50% of the Aggregate Outstanding Amount of the Notes.

"Maturity": With respect to any Note, the date on which the entire unpaid principal of and interest on such Note becomes due and payable as therein or herein provided, whether at the Stated Maturity or by declaration of acceleration pursuant to the terms of Section 5.2 or otherwise pursuant to the terms of this Indenture.

"Mortgage Note Documents": The meaning specified in the Mortgages.

"Officer's Certificate": A certificate signed on behalf of any Person by an Authorized Officer of such Person.

"Opinion of Independent Counsel": A written opinion, in form and substance reasonably satisfactory to the Trustee, addressed to the Trustee and the Noteholders, of a law firm which shall be Independent and which shall be reasonably satisfactory to the Trustee.

"Payment Date": With respect to each semi-annual installment or deposit payable under the Notes, each Installment Payment Date, and with respect to the final payment or deposit at Maturity, the Stated Maturity specified in the Notes.

"Person": Any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof.

"Proceeding": Any suit in equity, action at law, or other judicial or administrative proceeding.

"Responsible Issuer Officer": Any officer of the Issuer, including any president, vice president, secretary, treasurer, assistant vice president, assistant secretary, assistant treasurer or any other officer of the Issuer customarily performing functions similar to those performed by the persons who at the time shall be such officers, respectively or to whom any matter is referred because of his or her knowledge of, or familiarity with, this Indenture or the transactions contemplated hereby.

"Responsible Officer": When used with respect to the Trustee, any officer within the Corporate Trust Office of the Trustee (or any successor group of the Trustee) including any vice president, assistant vice president, assistant secretary, or any other officer of the Trustee customarily performing functions similar to those performed by the persons who at the time shall be such officers, and to whom any corporate trust matter relating to the transactions contemplated by the provisions of this Indenture is referred because of his or her knowledge of, or familiarity with, the particular subject.

"Trust Estate": All of the Issuer's right, title and interest now owned or hereafter acquired in, to and under all of (but none of its obligations with respect to any of) its assets, whether now existing or hereafter coming into existence, including, without limitation, (a) the CRC Notes, the CRC-I Lease Assignment, the CRC-II Lease Assignment, the CRC-I Mortgages, the CRC-II Mortgages, the Foodmaker Mortgages, the Deposit Accounts Security Agreements, and the Financing Statements, and all other Mortgage Note Documents, including, without limitation, any collateral that may be acquired by foreclosure or deed in lieu of foreclosure and all proceeds of or to which the Issuer is entitled under any of the foregoing, including without limitation, Insurance and Condemnation Proceeds, Liquidation Proceeds and all income from REO Properties; (b) all funds from time to time held in the Collection Account, including Reinvestment Income (if any) thereon; (c) all funds from time to time held in the Construction Account, including Reinvestment Income thereon; (d) all

funds from time to time held in the Proceeds Account, including Reinvestment Income (if any) thereon; (e) all funds from time to time held in any REO Account, including Reinvestment Income thereon; (f) all funds from time to time held in the Administrative Expenses Account, including Reinvestment Income (if any) thereon; (g) all funds from time to time held in the Closing Costs Account, including Reinvestment Income (if any) thereon; (h) all funds from time to time held in the Sinking Fund Account, including Reinvestment Income thereon; (i) all funds from time to time held in the Equity Collection Account, including Reinvestment Income thereon; (j) all funds from time to time held in the Additional Unit Acquisition Account, including Reinvestment Income thereon; (k) the Insurance Policies; (l) other contracts or agreements of the Issuer; (m) all other property, real or personal, tangible or intangible; and (n) all proceeds of any of the foregoing of every kind and nature whatsoever, including without limitation, proceeds of proceeds, and the conversion, voluntary or involuntary, of any of the foregoing into cash or other property (including, but not limited to, any Eligible Investments).

"Trustee": State Street Bank and Trust Company, and its successors in interest and any corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party or any successor trustee at the time serving as successor trustee as permitted hereunder.

DESCRIPTION OF THE LEASES

Concurrently with the acquisition by CRC-I of the Estate For Years in the Existing Assets (other than the Potential Existing Assets), CRC-I leased such Existing Assets to Foodmaker pursuant to the CRC-I Lease. Similarly, concurrently with the acquisition by CRC-II of the Estate For Years in the Construction Assets (other than the Potential Construction Assets), CRC-II leased such Construction Assets to Foodmaker pursuant to the CRC-II Lease. The Existing Assets, other than the Potential Existing Assets, and the Construction Assets, other than the Potential Construction Assets, may hereinafter be referred to as the "Leased Properties" or, individually, as a "Leased Property." As CRC-I acquires the Estates For Years in the Potential Existing Assets, upon the acquisition by Foodmaker of the fee interest in the locations thereof (subject to Foodmaker's right of Substitution as it relates to the Potential Existing Assets, as described in "- Right of Substitution"), the CRC-I Lease will be amended to subject such Potential Existing Assets to the CRC-I Lease. Likewise, as CRC-II acquires the Estate For Years in the Potential Construction Assets, upon the acquisition by Foodmaker of the fee interest in the locations thereof (subject to Foodmaker's right of Substitution as it relates to the Potential Construction Assets, as described in "- Right of Substitution"), the CRC-II Lease will be amended to subject such Potential Construction Assets to the CRC-II Lease.

Properties and Aggregate Net Rentable Building Area

The Properties are located in six states: Arizona, California, Illinois, Missouri, Texas and Washington. These assets have been and will be initially operated as Jack In The Box restaurants and have been and will be subject to use limitations requiring that they be used for restaurant purposes, or other business uses within Foodmaker's principal lines of business, for three years commencing on January 5, 1994. There are approximately 202,000 square feet of net rentable retail space (which includes kitchen, dining and food storage space).

Basic Term and Renewal Options

The CRC Leases became effective on January 5, 1994 and extend for an initial period expiring on November 1, 2003 (the "Basic Term"). Provided that the Notes are repaid and the Note Collateral is released from the lien of the Indenture, Lessee may exercise, separately and independently with respect to each Property, four successive renewal terms ("Renewal Terms") of five years each (except that the Renewal Term will be six years with regard to those Properties in which the Estates for Years have been purchased by Lessee pursuant to the Year Nine Offer), plus a fifth renewal term ending November 30, 2028, exercisable by written notice to Lessor no later than 30 days after the date Lessor delivers to Lessee a valid Year Nine Rejection Notice or Rejection Notice pursuant to the terms of the CRC Leases and no later than 180 days prior to the expiration of each Renewal Term thereafter.

Rental Rates

The CRC Leases require Foodmaker to pay the amount of \$6,875,000 per year in the aggregate for all of the Properties, payable in arrears in two equal semi-annual installments through the end of year nine of the Basic Term, each of which is due on or before the last business day of June and December in every year of the Basic Term commencing on the last business day of June, 1994 ("Basic Rent"). This payment will adjust in the case of an Early Termination (as defined below) of a Property to reflect the principal reduction under the terms of the CRC Notes. Foodmaker is liable for the full Basic Rent payment relating to the CRC-I Note Properties and the CRC-II Note Properties commencing on January 5, 1994 regardless of the status of acquisition of the Potential Existing Asset or the Potential Construction Assets or construction of the Construction Assets.

With each semi-annual payment of Basic Rent, the Lessee will also be obligated to make a special rent payment in arrears in the amount of \$747,402 through year nine, which payment will be paid directly to Trustee on behalf of CRC-I or CRC-II (as applicable) and will be deposited in the Sinking Fund Account (the "Special Rent"). In addition, at the beginning of year ten (i.e., the first business day of January, 2003) the Lessee will be obligated to make a special rent payment in an amount equal to the difference between \$23,000,000 and the balance on deposit in the Sinking Fund Account. The foregoing semi-annual special rent payment of \$747,402 and the special rent payments equal to the difference between \$23,000,000 and the balance in the Sinking Fund Account at the beginning of year ten will adjust in the case of the Early Termination of any Property.

All amounts which Lessee is required to pay or discharge pursuant to the Lease in addition to Basic Rent and Special Rent (including every fee, charge, overdue interest and cost which may be added for nonpayment or late payment thereof) shall constitute additional rent ("Additional Rent").

Maintenance Repairs and Alterations

At its own expense, Lessee shall keep the Leased Properties in good order, condition and repair, ordinary wear and tear or loss by fire or other casualty excepted, and in compliance with all Legal Requirements and Environmental Laws, subject to certain rights to contest set forth in the Leases.

Lessee, at its sole cost and expense, may make alterations and improvements to the Leased Properties without Lessor's prior consent, free and clear of liens, provided that the alterations or improvements do not diminish the value of such properties.

Title to alterations and improvements vests in Lessor subject to the term of the Estates For Years. Title to Trade Fixtures (as defined in the Lease) and other personal property and operating equipment of Lessee remains with Lessee and Lessee may remove its Trade Fixtures and other personal property and operating equipment at any time during the term of the Leases, provided that Lessee repairs any damage to the Leased Properties resulting from such removal.

Utilities and Taxes

During the term of the Leases, Lessee must pay for all utility, communication and other services furnished to the Leased Properties to the extent rendered or used on or about such properties. Lessee must also pay all real property taxes and any general and special assessments subject to certain rights to contest set forth in the Leases. Lessee is not obligated to pay taxes levied against Lessor unless those taxes are in lieu of any tax or assessment that would be payable by the Lessee under the Leases. Lessee must pay all taxes, assessments, license fees and other charges that are levied or assessed against its personal property and Trade Fixtures.

Insurance

The Leases obligate Lessee to maintain standard fire and extended coverage insurance, including endorsements for vandalism, malicious mischief, business interruption and sprinkler leakage (herein "All Risks Insurance"), on the Leased Properties covering all replacements and additions thereto and all building materials and other property which constitute part of such properties in a manner consistent with insurance maintained by Lessee on properties similar to such properties and in any event in amounts not less than the actual replacement cost of such properties, excluding land cost and other uninsurable items and with deductibles customarily maintained by Lessee. Lessee is also required to maintain comprehensive general liability insurance, including blanket contractual liability in the minimum amount of \$5,000,000 per occurrence for bodily injury and/or property damage. Lessee is required to obtain insurance from insurance companies with a General Policy Rating of "A:VIII" or better in Best's Key Rating Guide and a Standard and Poor's Corporation rating of "B+" or better or a Moody's Investors Service, Inc. rating of Ba3 or better. Lessor's insurance policy rights will be assigned to the Trustee and the Trustee will be named as an additional insured with respect to such policies. The minimum limits of the required insurance will in no way limit the liability of lessee under the Leases.

Indemnification

Lessee must indemnify and hold the Indemnified Parties harmless from any and all claims resulting from Lessee's use of the Leased Properties or otherwise relating to such properties during the term of the Leases. Furthermore, Lessee must provide indemnification to each Indemnified Party for any and all environmental contamination or damage which occurs prior to the expiration of the Leases. Lessee is required to remediate any environmental contamination in accordance with applicable laws.

Damage, Destruction or Condemnation

If a Leased Property is totally or partially destroyed by fire or other casualty, or is subject to a taking by a governmental authority pursuant to condemnation or other like action, Lessee must restore the Leased Property to substantially its previous condition, whether or not the insurance or condemnation proceeds are sufficient to cover the cost of restoration, unless Lessee elects to effect a Substitution or an Early Termination. Lessee may not terminate the Leases and is not entitled to an abatement of rent (except for rental adjustments resulting from an Early Termination) in the event of such damage, destruction or condemnation. Insurance or condemnation proceeds in excess of \$500,000 for any one Leased Property or \$3,000,000 in the aggregate at any time shall be held by the Trustee and disbursed in progress payments as the work of restoration progresses, or, if Lessee elects a Substitution or Early Termination, upon consummation of such Substitution or Early Termination.

Right of Substitution

Lessee may effect a Substitution of any Property with a Substitute Property in any of the following circumstances: (i) a casualty or condemnation which, upon the sole determination of Lessee, renders the Leased Property permanently unsuitable for continuation of the then existing business use, (ii) Lessee determines any Leased Property to be economically infeasible for continuation of the then existing business, or (iii) in the case of the Potential Construction Assets or Potential Existing Assets, prior to being subjected to the applicable Lease.

The Substitute Property must have a fair market value not less than the then current fair market value of the Property subject to the applicable Lease as confirmed by an independent appraisal (or as certified by Foodmaker in the case of a Substitute Property substituted for a Potential Construction Asset or Potential Existing Asset prior to being subjected to the applicable Lease) at the time of such Substitution. Foodmaker must (i) convey to the applicable Lessor an Estate For Years of a duration equal to the then remaining Estate For Years of the substituted Property and lease-back from Lessor the Substitute Property in accordance with the terms of and for the remaining term of the applicable Lease, and (ii) pay all charges incident to such conveyance of the Substitute Property. Such Substitute Property must also be encumbered as collateral for the CRC Notes pursuant to a deed of trust which would, in turn, be pledged as collateral for the Notes.

Foodmaker shall receive a release from the lien of the Indenture, the applicable deed of trust and Lease as it relates to the Property so submitted.

Early Termination; Lease Modification

At any time after the first business day of January, 1999, Lessee shall have the right to effect an Early Termination with respect to any Property from the applicable Lease. In order to do so, the Lessee must initially make a "Special Sinker Rent" payment of 23/35ths of the "Termination Value" for the Property. (The "Termination Value" is equal to that Property's initial allocated portion of the applicable CRC-I or CRC-II original note balance.) The Lessee must then make an offer to purchase the Property for a price which is no less than the Termination Value of such Property plus the Termination Premium thereon (equivalent to the Prepayment Premium applicable to the CRC Notes) minus the "Special Sinker Rent" payment. These payments will be made directly to the Trustee and applied as prepayments under the CRC Notes. The applicable Lessor may reject this offer only if it counteroffers with a higher price and only if it has prepaid the applicable portion of the applicable CRC Note plus the prepayment premium. (See "Terms of the Transaction - Payments at Option of the Issuer.") No further "Special Sinker Rent" is due once payments of "Special Sinker Rent" in the aggregate amount of 23/70ths of the Termination Values of all Properties have been made.)

Upon any Early Termination, the Basic Rent and Special Rent payments due under the applicable Lease shall be adjusted to reflect the reduction in the principal balance of the applicable CRC Note. Foodmaker shall receive a release from the lien of the Indenture, the applicable deed of trust and Lease as it relates to the property so terminated. Foodmaker will also be entitled to apply a portion of the Sinking Fund Account balance to the "Special Sinker Rent" payment due under the CRC Leases.

Under the terms of the Indenture, the Lessors may neither alter nor terminate the Leases before the expiration of the Basic Term under the Leases.

Assignment/Subletting; Surrender

Lessee may sublease all or any part of the Leased Properties to subtenants. The term of the sublease may not extend beyond the then current term of the Leases. Any subletting by Lessee shall not relieve Lessee of any of its obligations under the Leases. Lessee may assign its rights and obligations under either Lease provided there is no default and such an assignment shall not operate to release Lessee from its obligations under the Leases. The Leases provide that all of their provisions will bind the parties and their respective permitted successors and assigns.

Surrender or mutual cancellation of the Leases will, at Lessor's option, operate as an assignment to it of any or all approved subleases or subtenancies.

Defaults and Remedies

Lease Defaults by Lessee are defined in the Leases to include:

(i) failure to pay rent for all of the Properties under each of the CRC-I Lease and the CRC-II Lease when due; (ii) failure to observe or perform any covenants or provisions of the Leases, where such failure is not cured within thirty (30) days after written notice from Lessor of such failure (or such additional period of time as may be reasonable to cure the same with reasonable diligence); (iii) the making by Lessee of any general assignment for the benefit of creditors, filing by Lessee of any bankruptcy petition or a filing against Lessee of any bankruptcy petition which is not dismissed within sixty (60) days, the appointment of a trustee or receiver to take possession of Lessee, Lessee's interest in any Property or all or a substantial part of Lessee's other assets or the attachment or levy upon Lessee's interest in any Property which is not discharged within sixty (60) days; (iv) a final judgment for payment in excess of \$1,000,000 is rendered against but not remitted by Lessee within sixty (60) days of such judgment (subject to Lessee's right to appeal such judgment and post a stay bond); (v) an acceleration of Lessee's obligations under any single indebtedness or capital lease in excess of \$25,000,000 or under more than one indebtedness or capital lease in the aggregate amount of \$50,000,000 has occurred.

Upon a Lease Default, subject to applicable state laws, Lessor has the following rights: (i) to accelerate Lessee's obligation to make the Rejectable Offers described below, in which case the purchase price payable shall be not less than the Termination Values of all Properties covered thereby, plus the Termination Premium applicable thereto (See "Description of the Underlying Transactions - Optional Prepayment"), (ii) to terminate Leases and recover damages for default; and (iii) to continue the Leases in effect and recover rent and all other payments as they become due. The transaction documents include certain limitations on the ability of the Lessor to terminate the Leases and recover payments due from Lessee in an amount in excess of the difference between (A) the Termination Values of all Properties covered thereon, plus the Termination Premium applicable thereto and (B) the fair market value of the Estates For Years for the Properties covered by the applicable Lease for the remaining term of such Estates For Years.

Rejectable Offer Requirements

During year nine, the Leases require that the Lessee must make an irrevocable offer to purchase CRC-I's and CRC-II's Estates For Years in Properties having an aggregate Termination Value (i.e., the portion of the original principal balance of the CRC Notes allocable to each such Property) of at least 50% of the Termination Values of all Properties initially covered by the CRC Leases (i.e., \$35,000,000). The purchase price for those Properties having Termination Values not in excess of \$35,000,000 will be no less than 12/35ths of their Termination Values plus 100% of the Termination Values in excess of \$35,000,000. The purchase price (a minimum of \$12,000,000) plus the balance on deposit in the Sinking Fund Account plus the special rent payments due during year nine which, combined with the Sinking Fund balance, will equal \$23,000,000, will produce a source of payments sufficient to discharge \$35,000,000 (50% of the original balance) of the Notes. (See "Terms of the New Notes - Payments of Principal and Interest Prior to Maturity; the Sinking Fund" and "Description of the Leases - Rental Rates.") The above figures will adjust as a result of any Early Termination prior to the beginning of year ten, because Termination Values paid to the Lessor prior to that time will reduce the Lessee's obligation to make the rejectable offer during year nine.

Under the Leases, Lessee must also at the end of the Basic Term make an irrevocable offer to purchase the Estate For Years in the remaining Properties covered thereby for a purchase price at least equal to the Termination Values of such Properties. This payment shall be sufficient to pay the remaining principal balance due under the CRC Notes on November 1, 2003. Each such irrevocable offer is referred to herein as a "Rejectable Offer." The Rejectable Offer amounts will be reduced to the extent Foodmaker exercises its option to purchase (described below) some or all of the Estates For Years.

If Lessor accepts the Rejectable Offers, the applicable Estates For Years must be conveyed to Lessee in accordance with the provisions in the Leases and the purchase price under the Rejectable Offers shall be delivered to the Trustee for payment of the principal and interest then due under the Notes.

Pursuant to the terms of the Leases, the applicable Lessor has the right to reject each Rejectable Offer. However, pursuant to the terms of the Indenture, the applicable Lessor may only reject each Rejectable Offer provided Lessor shall deposit with Trustee cash in the amount necessary to pay the principal and interest then due under the Notes. Should Lessor reject any Rejectable Offer, Lessee may elect to exercise any one of the following options on a Property-by-Property basis:

- (1) Terminate the Lease as of the last day of the Basic Term.
- (2) Extend and renew the Lease pursuant to the Renewal Options.
- (3) Elect to merge its reversionary interest with the Estate For Years in such Property, in which event either the Lessee will purchase the applicable Lessor's Estate For Years or the applicable Lessor will purchase the Lessee's reversionary interest in such Property at the prices designated in the Lease.

Right of First Refusal and Option Right

Lessee shall have the right and option, exercisable within 15 business days, to elect to purchase one or more of the applicable Lessor's Estate For Years in the Properties if the applicable Lessor receives a bona fide written offer to purchase the Properties and if Lessor intends to accept such an offer. Exercise of such right and option shall not affect the deed of trust encumbering such Property as security for the CRC Notes, nor shall such right apply to a foreclosure sale; but provided no Lease Default is continuing such right shall remain exercisable after a foreclosure sale. There shall be no merger of the lessee's leasehold estate and the Estate For Years on account of any such acquisition of an Estate For Years.

Lessee shall have an option to purchase at the beginning of year ten the applicable Lessor's Estate For Years in one or more Properties having Termination Values not in excess of 50% of the Termination Values of all the Properties. The option price will equal the fair market value of the relevant Estate For Years provided that it must be not less than 12/35 of the Termination Values of such Properties. CRC-I and CRC-II will be obligated to make an additional principal payment equal to the difference between \$35,000,000 and the balance in the sinking fund which will be covered by the Special Rent payments due at the beginning of year ten. Lessee shall also have an option to purchase the applicable Lessors' Estate For Years in one or more of the Properties on the last day of the Basic Term or the last day of any Renewal Term or Extended Term. The option price will equal the Fair Market Value of the relevant Estate For Years, provided that if the option is exercised on or about the last day of the Basic Term, the Option price shall not be less than the Termination Values of the Remaining Properties. Exercise of either such option shall not affect the deed of trust encumbering such Property as security for the CRC Notes, but provided no Lease Default is continuing, such options shall remain exercisable after a foreclosure sale.

Certain Definitions

Set forth below is a summary of certain of the defined terms used in the Leases. Reference is made to the Leases for a full definition of all such terms, as well as any other terms used herein for which no definition is provided.

"Environmental Laws": Means the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.), as amended by the Hazardous and Solid Waste Amendments of 1984, the Comprehensive Environmental Response,

Compensation and Liability Act (42 U.S.C. 9601 et seq.), as amended by the Superfund Amendments and Reauthorization Act of 1986, the Hazardous Materials Transportation Act (49 U.S.C. 1801 et seq.), the Toxic Substances Control Act (15 U.S.C. 2601 et seq.), the Clean Air Act (42 U.S.C. 9402 et seq.), the Clean Water Act (33 U.S.C. 1251 et seq.), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.), the Occupational Safety and Health Act (29 U.S.C. 651 et seq.) and all applicable federal, state and local environmental laws, including obligations under the common law, ordinances, rules, regulations, private agreements (such as covenants, conditions and restrictions), orders, consent decrees, judgments, permits, licenses, authorizations, codes and publications, as any of the foregoing may have been or may be from time to time amended, supplemented or supplanted, and any other federal, state or local laws, including obligations under the common law, ordinances, rules, regulations, private agreements (such as covenants, conditions and restrictions) and publications, now or hereafter existing relating to regulation or control of Hazardous Substances or environmental health and safety.

"Indemnified Party": Means each of Lessor, Lessor's Mortgagee, the Indenture Trustee, each Holder of Notes and their respective Affiliates, directors, officers, employees, successors and assigns.

"Legal Requirements": Means all laws, rules, orders, ordinances, regulations and requirements now or hereafter enacted or promulgated, of every government and municipality having jurisdiction over Lessee or the Leased Properties and of any agency thereof, relating to Lessee or the Leased Properties, or the improvements, or the facilities or equipment thereon or therein, or the streets, sidewalks, curbs and gutters adjoining the Leased Properties, or the appurtenances to such Properties, or the franchises and privileges connected therewith, including without limitation the Americans with Disabilities Act and Environmental Laws, all rules, orders and regulations of the National Board of Fire Underwriters or other body exercising similar functions in connection with the prevention of fire or the correction of hazardous conditions which apply to the Leased Properties, and all private covenants, conditions and restrictions affecting such properties.

"Rejection Notice": Written notice of Lessor's rejection of the Termination Date Offer.

"Sinking Fund Account": Means the sinking fund account established and maintained by the Trustee pursuant to the Indenture.

"Year Nine Rejection Notice": Written notice of Lessor's rejection of the Year Nine Offer.

CERTAIN FEDERAL INCOME TAX CONSEQUENCES

An exchange of an Old Note for a New Note pursuant to the Exchange Offer should not be treated as a material change in the terms of the Old Notes. As a result, each New Note should be treated as a continuation of the corresponding Old Note. An exchanging holder's holding period for a New Note should include its holding period for the Old Note. In addition, the holder would not recognize any gain or loss, and its basis and other tax attributes with respect to the New Note would be the same as its basis and other tax attributes with respect to the Old Note. The Exchange Offer will result in no federal income tax consequences to a nonexchanging holder of Old Notes.

The preceding discussion summarizing certain federal income tax consequences of the Exchange Offer reflects the opinion of Gibson, Dunn & Crutcher, counsel to the Issuer, as to material federal income tax consequences expected to result from the Exchange Offer. The discussion is for general information only and does not constitute tax advice. Each holder should consult its own tax adviser as to these and any other federal income tax consequences of the Exchange Offer as well as any tax consequences to it under state, local or other law. This summary is based on the current provisions of the Internal Revenue Code of 1986, as amended, and applicable Treasury regulations, judicial authority and administrative pronouncements. Those consequences could be modified by future changes in the relevant law, which could have retroactive effect.

LEGAL MATTERS

The validity of New Notes offered hereby will be passed upon for the Issuer by Gibson, Dunn & Crutcher, San Diego, California.

EXPERTS

The balance sheet of the Issuer as of December 31, 1993, included in the Prospectus and Registration Statement has been included herein in reliance on the report of KPMG Peat Marwick, independent certified public accountants, appearing elsewhere herein, and upon the authority of said firm as experts in accounting and auditing. The consolidated financial statements of Foodmaker as of October 3, 1993 and September 27, 1992 and for the fifty-three weeks ended October 3, 1993 and fifty-two weeks ended September 27, 1992 and September 29, 1991, incorporated by reference herein, have been incorporated by reference herein in reliance upon the report of KPMG Peat Marwick, independent certified public accountants, incorporated by reference herein and upon the authority of said firm as experts in accounting and auditing.

The consolidated financial statements of Family Restaurants, Inc. (formerly The Restaurant Enterprises Group, Inc.) incorporated by reference from Foodmaker's Current Report on Form 8-K/A dated January 27, 1994 have been audited by Deloitte & Touche, independent auditors, as stated in their report, which is incorporated herein by reference, and have been so incorporated in reliance upon the report of such firm given upon their authority as experts in accounting and auditing.

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INDEPENDENT AUDITORS' REPORT

The Board of Directors
FM 1993A Corp.:

We have audited the accompanying balance sheet of FM 1993A Corp. as of December 31, 1993. This balance sheet is the responsibility of the Company's management. Our responsibility is to express an opinion on this balance sheet based on our audit.

We conducted our audit in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the balance sheet is free of material misstatement. An audit of a balance sheet includes examining, on a test basis, evidence supporting the amounts and disclosures in that balance sheet. An audit of a balance sheet also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall balance sheet presentation. We believe that our audit of the balance sheet provides a reasonable basis for our opinion.

In our opinion, the balance sheet referred to above presents fairly, in all material respects, the financial position of FM 1993A Corp. at December 31, 1993 in conformity with generally accepted accounting principles.

KPMG PEAT MARWICK

San Diego, California
April 29, 1994

FM 1993A CORP.
BALANCE SHEET

December 31, 1993

ASSETS

Cash	\$100

	\$100
	====

STOCKHOLDER'S EQUITY

Common Stock, no par value, 1,000 shares authorized, 100 shares issued and outstanding	\$100

	\$100
	====

See accompanying notes to this statement.

FM 1993A CORP.
NOTES TO BALANCE SHEET

December 31, 1993

1. Organization

FM 1993A Corp. (the "Company") was incorporated in the State of Delaware on December 22, 1993 for the purpose of: (i) issuing and selling debt obligations ("Notes"), as principal and as agent for CRC-I Limited Partnership ("CRC-I") and CRC-II Limited Partnership ("CRC-II"), Massachusetts limited partnerships, and (ii) acquiring, owning and holding obligations of CRC-I and CRC-II (collectively, the "CRC Notes") as well as accounts, investments and other property to be pledged as collateral for the Notes. The Company may not engage in any other activities other than those required to accomplish the foregoing.

CRC-I and CRC-II (collectively, "CRC") are special purpose limited partnerships organized to (i) acquire, own, hold and sell or transfer estates for years in various existing and to-be-constructed Foodmaker, Inc. restaurant properties, (ii) sell mortgage notes to the Company accompanied by a pledge of the foregoing estates for years, and (iii) lease the restaurant properties to Foodmaker. CRC-I and CRC-II may not engage in any other activities other than those required to accomplish the foregoing.

2. Subsequent Event

On January 5, 1994, in a private placement transaction, the Company issued and sold \$70 million aggregate principal amount of Notes for \$68.9 million, which proceeds were used to purchase CRC Notes with an aggregate principal amount of \$70 million. The Notes are due November 1, 2003, payable interest only at the rate of 9.75% per annum semi-annually on July 1 and January 1 each year, with a mandatory prepayment of 50% of the original principal on the first business day of January 2002. The CRC Notes' payment and interest terms are equivalent to and structured to coincide with the Notes such that funds will be available to make payments on the Notes. In addition, the CRC Notes require semi-annual sinking fund payments to a trustee of \$747 thousand, which will be utilized to partially fund the 50% prepayment in January 2002. The Notes are secured by, among other things, the CRC Notes, the CRC leases to Foodmaker, first priority liens on the underlying properties and any sinking fund or other amounts held in trust.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 30. Other Expenses of Issuance and Distribution.

SEC Registration Fee	\$	24,138
Legal Fees and Expenses *		
Accountants' Fees and Expenses *		
Blue Sky Fees and Expenses *		
Transfer Agent's Fees *		
Miscellaneous *		

Total Expenses	\$	=====

- - - - -
* Estimated

Item 31. Sales to Special Parties.

Not Applicable

Item 32. Recent Sales of Unregistered Securities.

On January 5, 1994, in a private placement transaction, FM 1993A Corp. (the "Issuer") issued and sold \$70,000,000 aggregate principal amount of 9.75% Senior Secured Notes due November 1, 2003 (the "Old Notes"). Jeffries & Company, Inc. was the placement agent in the above-mentioned transaction. The Old Notes were sold to a limited number of institutional investors meeting the criteria for qualified Institutional Investors (as defined in Rule 144A under the Securities Act) or Accredited Investors (as defined in Rule 501(A) under the Securities Act).

The aggregate offering and sale price for the Old Notes was \$68,908,000. The underwriting commission was \$_____.

Exemption from registration was claimed under Section 4(2) of the Securities Act based on the manner of offering and the limited number and nature of the purchase.

One hundred percent of the Issuer's common stock was issued in a private placement under Section 4(2) of the Securities Act to Robert H. Key, an individual, in December, 1993.

Item 33. Indemnification of Directors and Officers.

Section 145 of the Delaware General Corporation Law makes provision for the indemnification of officers and directors in terms sufficiently broad to indemnify officers and directors of the Company under certain circumstances from liabilities (including reimbursement for expenses incurred) arising under the Securities Act of 1933. The Certificate of Incorporation and Bylaws of Issuer and Foodmaker provide for indemnification of officers and directors against costs and expenses incurred in connection with any action or suit to which such person is a party to the full extent permitted by the Delaware General Corporation Law.

Item 34. Treatment of Proceeds From Stock Being Registered.

Not Applicable.

Item 35. Exhibits.

Number	Description
3.1	Certificate of Incorporation of FM 1993A Corp.
3.2	Bylaws of FM 1993A Corp.
4.1	Indenture Agreement dated as of December 15, 1993, by and between the FM 1993A Corp. and State Street Bank and Trust Company **
4.1.1	Amendment dated _____, 1994 to Indenture Agreement*
4.1.2	Form of Series B 9.75% Senior Secured Notes*
4.2	Limited Partnership Guaranties dated as of December 15, 1993
5	Opinion of Gibson, Dunn & Crutcher*
10.1	Master Leases (incorporated by reference from Foodmaker's Quarterly Report on Form 10-Q for the quarter ended January 23, 1994)
10.2	Agreement Regarding Corporate Governance
23.1	Consent of Gibson, Dunn & Crutcher (included in Exhibit 5)*
23.2	Consent of KPMG Peat Marwick
23.3	Consent of KPMG Peat Marwick
23.4	Consent of Deloitte & Touche
24	Powers of Attorney (contained on pages II-3 - II-7 of this Registration Statement)
25	Statement of Eligibility of Trustee*
99	Form of Letter of Transmittal

- - - - -

* To be filed by amendment.

** Schedules (or similar attachments) to this exhibit do not contain information which is material to an investment decision and not otherwise disclosed in the Registration Statement or the exhibits thereto. A copy of any omitted schedule will be furnished to the Commission upon request.

Item 36. Undertakings.

The undersigned registrants hereby undertake that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrants' annual reports pursuant to Section 13(a) or Section 15(d) of the Exchange Act that is incorporated by reference in this Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrants pursuant to the foregoing provisions, or otherwise, the registrants have been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrants of expenses incurred or paid by a director, officer or controlling person of the registrants in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the offering of the securities being registered, the registrants will, unless in the opinion of their counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by them is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended (the "Securities Act"), Foodmaker, Inc. certifies that it has reasonable grounds to believe that it meets all of the requirements for filing a Form S-3 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Diego, State of California, on the 3rd day of May, 1994.

FOODMAKER, INC.

By: /S/Charles W. Duddles

Charles W. Duddles,
Executive Vice President, Chief
Administrative Officer and
Chief Financial Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Charles W. Duddles and William E. Rulon, Esq., and each of them, his true and lawful attorneys-in-fact and agents, each with full power of substitution and resubstitutions, for his and in his name, place and stead, in any and all capacities, to sign any or all amendments to this registration statement, before and after the effective date thereof, and to file the same with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each of said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that either of said attorneys-in-fact and agents, or his substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this registration statement has been signed below by the following persons in the capacities and on the dates indicated:

Signature -----	Title -----	Date ----
/S/Jack W. Goodall ----- Jack W. Goodall	Chairman of the Board, Chief Executive Officer and President (Principal Executive Officer)	May 3, 1994
/S/Charles W. Duddles ----- Charles W. Duddles	Executive Vice President, Chief Administrative Officer, Chief Financial Officer and Director (Principal Financial Officer)	May 3, 1994
/S/Robert L. Suttie ----- Robert L. Suttie	Vice President, Controller and Chief Accounting Officer (Principal Accounting Officer)	May 3, 1994

Signature -----	Title -----	Date -----
/S/Robert J. Nugent ----- Robert J. Nugent	Executive Vice President, President of Jack In The Box Division and Director	May 3, 1994
----- Leonard I. Green	Director	
----- Edward Gibbons	Director	
/S/L. Robert Payne ----- L. Robert Payne	Director	May 3, 1994
----- Christopher V. Walker	Director	
/S/Paul T. Carter ----- Paul T. Carter	Director	May 3, 1994
/S/Michael E. Alpert ----- Michael E. Alpert	Director	May 3, 1994

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended (the "Securities Act"), FM 1993A Corp. certifies that it has reasonable grounds to believe that it meets all of the requirements for filing a Form S-11 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Diego, State of California, on the 3rd day of May, 1994.

FM 1993A CORP.

By: /S/Charles W. Duddles

Charles W. Duddles,
President, Treasurer and Secretary

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Charles W. Duddles and Charles F. MacGill, and each of them, his true and lawful attorneys-in-fact and agents, each with full power of substitution and resubstitutions, for his and in his name, place and stead, in any and all capacities, to sign any or all amendments to this registration statement, before and after the effective date thereof, and to file the same with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each of said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that either of said attorneys-in-fact and agents, or his substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this registration statement has been signed below by the following persons in the capacities and on the dates indicated:

Signature -----	Title -----	Date ----
/S/Charles W. Duddles ----- Charles W. Duddles	Director, President, Treasurer and Secretary (Principal Financial and Accounting Officer)	May 3, 1994
/S/Charles F. MacGill ----- Charles F. MacGill	Director	May 3, 1994

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended (the "Securiteis Act"), CRC-I Limited Partnership certifies that it has reasonable grounds to believe that it meets all of the requirements for filing a Form S-11 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Diego, State of California, on the 3rd day of May, 1994.

CRC-I LIMITED PARTNERSHIP
By: CRC-I Corp., General Partner

By: /S/Charles W. Duddles

Charles W. Duddles,
President, Treasurer and Clerk

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Charles W. Duddles and Charles F. MacGill, and each of them, his true and lawful attorneys-in-fact and agents, each with full power of substitution and resubstitutions, for his and in his name, place and stead, in any and all capacities, to sign any or all amendments to this registration statement, before and after the effective date thereof, and to file the same with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each of said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that either of said attorneys-in-fact and agents, or his substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this registration statement has been signed below by the following persons in the capacities and on the dates indicated:

Signature -----	Title -----	Date ----
/S/Charles W. Duddles ----- Charles W. Duddles	Director of CRC-I Corp.	May 3, 1994
/S/Charles F. MacGill ----- Charles F. MacGill	Director of CRC-I Corp.	May 3, 1994

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended (the "Securities Act"), CRC-II Limited Partnership certifies that it has reasonable grounds to believe that it meets all of the requirements for filing a Form S-11 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Diego, State of California, on the 3rd day of May, 1994.

CRC-II LIMITED PARTNERSHIP
By: CRC-II Corp., General Partner

By: /S/Charles W. Duddles

Charles W. Duddles,
President, Treasurer and Clerk

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Charles W. Duddles and Charles F. MacGill, and each of them, his true and lawful attorneys-in-fact and agents, each with full power of substitution and resubstitutions, for his and in his name, place and stead, in any and all capacities, to sign any or all amendments to this registration statement, before and after the effective date thereof, and to file the same with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each of said attorneys-in-fact and agents full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that either of said attorneys-in-fact and agents, or his substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this registration statement has been signed below by the following persons in the capacities and on the dates indicated:

Signature -----	Title -----	Date ----
/S/Charles W. Duddles ----- Charles W. Duddles	Director of CRC-II Corp.	May 3, 1994
/S/Charles F. MacGill ----- Charles F. MacGill	Director of CRC-II Corp.	May 3, 1994

CERTIFICATE OF INCORPORATION
OF
FM 1993A CORP.

FIRST. The name of the corporation is FM 1993A Corp.

SECOND. The address of the corporation's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware. The name of its registered agent at such address is The Corporation Trust Company.

THIRD. The purposes of the Corporation are limited to: (i) issuing and selling debt obligations ("Notes"), as principal and as agent for CRC-I Limited Partnership, a Massachusetts limited partnership, and CRC-II Limited Partnership, a Massachusetts limited partnership (the "Borrowers") and entering into an indenture in connection therewith (the "Financing"); (ii) acquiring, owning and holding obligations of the Borrowers, accounts, investments and other property to be pledged as collateral for the Notes and pledging such property as collateral for the Notes; and (iii) engaging in any other activities that are necessary, suitable, or convenient to accomplish the matters set forth in the foregoing clauses (i) and (ii). In furtherance of such limited purposes, the Corporation shall not create, incur or assume any indebtedness other than pursuant to or in connection with the Financing and the transactions contemplated thereby, or incur, assume, or guarantee the indebtedness of any person or entity, including, without limitation, pursuant to any purchase or repurchase agreement, capital lease, indemnity, or any keep-well, take-or-pay, through-put, or other arrangement having the effect of assuring or holding harmless any third person or entity against loss with respect to any obligation of such other person or entity, unless such indebtedness is an invoice, statement of account, check, work request, purchase order or other similar document representing expenses relating to the permitted activities of the Corporation described above. In addition to the foregoing, in furtherance of such limited purposes, the Corporation shall (i) observe all corporate formalities, including the maintenance of current minute books, (ii) maintain its own separate and distinct books of account and corporate records, (iii) cause its financial statements to be prepared in accordance with generally

accepted accounting principles in a manner that indicates the separate existence of the Corporation and its assets and liabilities, (iv) pay all its liabilities out of its own funds, (v) in all dealings with the public, identify itself under its own name and as a separate and distinct entity, and (vi) independently make decisions with respect to its business and daily operations. The Corporation shall not commingle its assets with those of any other person or entity.

FOURTH. The total number of shares which the corporation shall have authority to issue is 1,000 shares of capital stock, without par value.

FIFTH. The name and mailing address of the incorporator is Jonathan Bell, Esq., Hinckley, Allen & Snyder, 1500 Fleet Center, Providence, Rhode Island 02903.

SIXTH. The powers of the incorporator are to terminate upon the filing of the Certificate of Incorporation, and the name and mailing address of the persons who are to serve directors until the first annual meeting of stockholders or until their successors are elected and qualified are :

Name	Address
Christopher Wilson	1-1 Concord Greene Concord, MA 01742
Charles Duddles	c/o Foodmaker, Inc. 9330 Balboa Avenue San Diego, CA 92123

SEVENTH. The corporation is to have perpetual existence.

EIGHTH. The board of directors of the corporation is expressly authorized to make, alter, restate or repeal by-laws of the corporation.

NINTH. Elections of directors need not be by written ballot except and to the extent provided in the by-laws of the corporation.

TENTH. The personal liability of any director to the corporation or its stockholders for monetary damages arising as a result of the director's breach of his or her fiduciary duty as a director is hereby eliminated. Nothing in this provision shall be construed as eliminating the liability of the director (i) for any breach of the director's duty of loyalty to the corporation or its stockholders, (ii) for acts

or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law of the State of Delaware, or (iv) for any transaction from which the officer derived an improper personal benefit.

ELEVENTH. Meetings of stockholders may be held within or without the State of Delaware, as the by-laws may provide. The books of the corporation may be kept (subject to any provisions contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the board of directors or in the by-laws of the corporation.

TWELFTH. The corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation. So long as any Notes are outstanding, the Corporation will not amend, alter, change or repeal any provision contained in this Certificate of Incorporation without the written consent of holders of Notes representing a majority of the Notes by aggregate outstanding principal amount.

THIRTEENTH. Notwithstanding any other provisions of this Certificate of Incorporation and any provision of law that otherwise so empowers the Corporation, the Corporation shall not, without the affirmative vote of 100% of the members of the Board of Directors, do any of the following:

(i) dissolve or liquidate, in whole or in part, consolidate or merge with or into any other entity or convey or transfer its properties and assets substantially as an entirety to any entity; or

(ii) institute proceedings to be adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against it or file a petition seeking, or consent to, reorganization or relief under any applicable federal or state law relating to bankruptcy, or consent to the appointment of a receiver, liquidator, assignee, trustee, conservator (or other similar official) of the Corporation or a substantial part of its property, or make any assignment for the benefit of creditors, or admit in writing its inability to pay its debt generally as they become due, or make corporate notice in furtherance of any such action.

FOURTEENTH. So long as any Notes are outstanding, the Board of Directors of the Corporation at all times shall include at least one Independent Director. So long as any Notes are outstanding, when voting on matters specified in Article THIRTEEN, the Independent Director shall take into account both the interests of the Corporation and the interests of the creditors of the Corporation.

For purposes of this Article FOURTEEN, the following terms shall have the meanings set forth below:

(i) An "Independent Director" shall be an individual who: (A) is not and has not been employed by Foodmaker, Inc., a Delaware corporation, or any of its subsidiaries or affiliates, or any partner of either of the Borrowers, or any person or entity controlling either of the Borrowers or any partner of either of the Borrower, or any of their respective subsidiaries or affiliates (collectively, the "Subject Persons"), as a director, officer or employee within the three years immediately prior to such individual's appointment as an Independent Director; (B) is not (and is not affiliated with a company or a firm that is) and has not been a significant advisor or consultant to any of the Subject Persons within the three years immediately prior to such individual's appointment as an Independent Director; (C) does not have and has not had personal services contract(s) with any of the Subject Persons within the three years immediately prior to such individual's appointment as an Independent Director; (D) is not affiliated with a tax-exempt entity that receives significant contributions from any of the Subject Persons within the three years immediately prior to such individual's appointment as an Independent Director; (E) is not the beneficial owner (nor an officer or director of any such beneficial owner) at the time of such individual's appointment as an Independent Director, or at any time thereafter while serving as an Independent Director of equity interests in any of the Subject Persons the value of which constitute more than 5% of such individual's net worth; and (F) is not a spouse, parent, sibling or child of any persons described by (A) through (F);

(ii) An "affiliate" of a person, or a person "affiliated with," a specified person, shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the specified person.

(iii) The term "control" (including the terms "controlling," "controlled by" and "under common control with") shall mean the possession, direct or indirect, of the

power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities by contract, or otherwise; provided, however, that a person shall not be deemed to control another person solely because he or she is a director of such other person.

(iv) The term "person" shall mean any individual, partnership, firm, corporation, association, trust, unincorporated organization or other entity, as well as any syndicate or group deemed to be a person pursuant to Section 13(d)(3) of the Securities Exchange Act of 1934, as amended.

(v) A "subsidiary" of a Person shall mean any corporation the majority of the vesting stock of which is owned, directly or indirectly through one or more other subsidiaries, by such Person.

(vi) A person shall be deemed to be, or to be affiliated with, a company or firm that is a "significant advisor or consultant" to a Subject Person: if he, she or it, as the case may be, received or would receive fees or similar compensation from such Subject Person in excess of the lesser of (A) 3% of the consolidated gross revenues which Foodmaker, Inc. and its subsidiaries received during Foodmaker, Inc.'s last fiscal year; (B) 5% of the gross revenues of the person during the last calendar year, if such person is a self-employed individual and (C) 3% of the consolidated gross revenues by such company or firm for the sale of its products and services during its last fiscal year, if the person is a company or firm; provided, however, that director's fees and expense reimbursements shall not be included in the gross revenues of an individual for purposes of this determination.

(vii) A person shall be deemed to have "significant personal services contract(s) with a Subject Person" if the fees and other compensation received by the person pursuant to personal services contract(s) with such Subject Person exceeded or would exceed 5% of his or her gross revenues during the last calendar year.

(viii) A tax-exempt entity shall be deemed to receive "significant contributions from a Subject Person": if such tax-exempt entity received during its last fiscal year, or expects to receive during its current fiscal year, contribution from such Subject Person in excess of the lesser of (A) 3% of the consolidated gross revenues of Foodmaker, Inc. and its subsidiaries during such fiscal year and (B) 5% of the contributions received by the tax-exempt entity during such fiscal year.

The undersigned incorporator hereby acknowledges that the foregoing Certificate of Incorporation is his free act and deed and that the facts stated therein are true.

/S/ JONATHAN BELL

Jonathan Bell, Incorporator

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

On the ___ day of December, 1993, before me personally came Jonathan Bell, known to me to be the individual described in and who acknowledged the foregoing instrument and swore and acknowledged that he executed the same as his free act and deed.

/S/ LAURIE C. WILKINS

Notary Public
My Commission Expires:_____

B Y - L A W S
of
FM 1993A Corp.
Article I
OFFICES

Section 1. The registered office shall be in the City of Wilmington, County of New Castle, State of Delaware.

Section 2. The corporation may also have offices at such other places both within and without the State of Delaware as the board of directors may from time to time determine or the business of the corporation may require.

Article II
MEETINGS OF STOCKHOLDERS

Section 1. All meetings of the stockholders for the election of directors shall be held in the City of Wilmington at such place as may be fixed from time to time by the board of directors, or at such other place either within or without the State of Delaware as shall be designated from time to time by the board of directors and stated in the notice of the meeting. Meetings of stockholders for any other purpose may be held at such time and place, within or without the State of Delaware, as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual meetings of stockholders, commencing with the year 1994 shall be held on the first Monday in March, if not a legal holiday, and if a legal holiday, then on the next secular day following, at 10:00 A.M., or at such other date and time as shall be designated from time to time by the board of directors and stated in the notice of the meeting, at which they shall elect by a plurality vote a board of directors, and transact such other business as may properly be brought before the meeting.

Section 3. Written notice of the annual meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten nor more than fifty days before the date of the meeting.

Section 4. The officer who has charge of the stock ledger of the corporation shall prepare and make, at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

Section 5. Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by the certificate of incorporation, may be called by the president and shall be called by the president or secretary at the request in writing of a majority of the board of directors, or at the request in writing of stockholders owning a majority in amount of the entire capital stock of the corporation issued and outstanding and entitled to vote. Such request shall state the purpose or purposes of the proposed meeting.

Section 6. Written notice of a special meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than fifty days before the date of the meeting, to each stockholder entitled to vote at such meeting.

Section 7. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

Section 8. The holders of a majority of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business except as otherwise provided by statute or by the certificate of incorporation. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 9. When a quorum is present at any meeting, the vote of the holders of a majority of the stock having voted power present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which by express provisions of the statutes or of the certificate of incorporation, a different vote is required in which case such express provision shall govern and control the decision of such question.

Section 10. Unless otherwise provided in the certificate of incorporation each stockholder shall at every meeting of the stockholders be entitled to one vote in person or by proxy for each share of the capital stock having voting power held by such stockholder, but no proxy shall be voted on after three years from its date, unless the proxy provides for a longer period.

Section 11. Unless otherwise provided in the certificate of incorporation, any action required to be taken at any annual or special meeting of stockholders of the corporation, or any action which may be taken

at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

Article III DIRECTORS

Section 1. The number of directors which shall constitute the whole board shall not be less than one (1) nor more than five (5). The initial board shall consist of two (2) directors. Thereafter, within the limits above specified, the number of directors shall be determined by resolution of the board of directors or by the stockholders at the annual meeting. The directors shall be elected at the annual meeting of the stockholders, except as provided in Section 2 of this Article, and each director elected shall hold office until his successor is elected and qualified. Directors need not be stockholders.

Section 2. Vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless sooner displaced. If there are no directors in office, then an election of directors may be held in the manner provided by statute. If, at the time of filling any vacancy or any newly created directorship, the directors then in office shall constitute less than a majority of the whole board (as constituted immediately prior to any such increase), the Court of Chancery may, upon application of any stockholder or stockholders holding at least ten per cent of the total number of the shares at the time outstanding having the right to vote for such directors, summarily order an election to be held to fill any such vacancies or newly created directorships, or to replace the directors chosen by the directors then in office.

Section 3. The business of the corporation shall be managed by its board of directors which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the certificate of incorporation or by these by-laws directed or required to be exercised or done by the stockholders.

Section 4. The board of directors of the corporation may hold meetings, both regular and special, either within or without the State of Delaware.

Section 5. The first meeting of each newly elected board of directors shall be held at such time and place as shall be fixed by the vote of the stockholders at the annual meeting and no notice of such meeting shall

be necessary to the newly elected directors in order legally to constitute the meeting, provided a quorum shall be present. In the event of the failure of the stockholders to fix the time or place of such first meeting of the newly elected board of directors, or in the event such meeting is not held at the time and place so fixed by the stockholders, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings of the board of directors, or as shall be specified in a written waiver signed by all of the directors.

Section 6. Regular meeting of the board of directors may be held without notice at such time and at such place as shall from time to time be determined by the board.

Section 7. Special meetings of the board may be called by the president on two days' notice to each director, either personally or by mail or by telegram. Special meetings shall be called by the president or secretary in like manner and on like notice on the written request of two directors.

Section 8. At all meetings of the board a majority of the number of directors fixed pursuant to Section 2 of this Article shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the board of directors, except as may be otherwise specifically provided by statute or by the certificate of incorporation. If a quorum shall not be present at any meeting of the board of directors the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting until a quorum shall be present.

Section 9. Unless otherwise restricted by the certificate of incorporation or these by-laws, any action required or permitted to be taken at any meeting of the board of directors or of any committee thereof may be taken without a meeting, if all members of the board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the board or committee.

Section 10. The board of directors may, by resolution passed by a majority of the whole board, designate one or more committees, each committee to consist of one or more of the directors of the corporation. The board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the board of directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the board of directors, shall have and may exercise all the powers and authority of the board of directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to amending the certificate of incorporation, adopting an agreement of merger of

consolidation, recommending to the stockholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the stockholders a dissolution of the corporation or a revocation of a dissolution, or amending the by-laws of the corporation; and, unless the resolution or the certificate of the incorporation expressly so provide, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the board of directors.

Section 11. Each committee shall keep regular minutes of its meetings and report the same to the board of directors when required.

Section 12. Unless otherwise restricted by the certificate of incorporation, the board of directors shall have the authority to fix the compensation of directors. The directors may be paid their expenses, if any, of attendance at each meeting of the board of directors and may be paid a fixed sum for attendance at each meeting of the board of directors or a stated salary as director. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

Article IV NOTICES

Section 1. Whenever, under the provisions of the statutes or of the certificate of incorporation or of these by-laws, notice is required to be given to any director or stockholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or stockholder, at his address as it appears on the records of the corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to directors may also be given by telegram.

Section 2. Whenever any notice is required to be given under the provisions of the statutes or of the certificate of incorporation or of these by-laws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

Article V OFFICERS

Section 1. The officers of the corporation shall be chosen by the board of directors and shall be a president, a secretary and a treasurer. The board of directors may also choose one or more vice-presidents, and one or more assistant secretaries and assistant treasurers. Any number of officers may be held by the same person, unless the certificate of incorporation or these by-laws otherwise provide.

Section 2. The board of directors at its first meeting after each annual meeting of stockholders shall choose a chairman of the board, a president, one or more vice-presidents, a secretary and a treasurer.

Section 3. The board of directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board.

Section 4. The salaries of all officers and agents of the corporation shall be fixed by the board of directors.

Section 5. The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the board of directors may be removed at any time by the affirmative vote of a majority of the board of directors. Any vacancy occurring in any office of the corporation shall be filled by the board of directors.

Section 6. The chairman of the board shall be the principal executive officer of the corporation and shall supervise and conduct the business and affairs of the corporation. The other officers of the corporation shall have the powers and shall perform the duties customarily appurtenant to their respective offices, and shall have such further powers and shall perform such further duties as shall be from time to time assigned to them by the board of directors.

Article VI CERTIFICATES OF STOCK

Section 1. Every holder of stock in the corporation shall be entitled to have certificate, signed by, or in the name of the corporation by, the chairman of the board, or the president vice- president and the treasurer or an assistant treasurer, or the secretary or an assistant secretary of the corporation, certifying the number of shares owned by him in the corporation.

Section 2. Where a certificate is countersigned (1) by a transfer agent other than the corporation or its employee, or, (2) by a registrar other than the corporation or its employee, any other signature on the certificate may be facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the corpora with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 3. The board of directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate or certificates, the board of

directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require and/or to give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4. Upon surrender to the corporation or the transfer agent of the corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

Section 5. In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the board of directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the board of directors may fix a new record date for the adjourned meeting.

Section 6. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Delaware.

Article VII
GENERAL PROVISIONS
DIVIDENDS

Section 1. Dividends upon the capital stock of the corporation, subject to the provisions of the certificates of incorporation, if any, may be declared by the board of directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provision of the certificate of incorporation.

Section 2. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think

proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the corporation, or for such other purpose as the directors shall think conducive to the interest of the corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

Section 3. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 4. The fiscal year of the corporation shall be fixed by resolution of the board of directors.

Section 5. The corporate seal shall be in the form of a circle with the name of the corporation, the words "Incorporated Delaware" and the year of its incorporation inscribed therein. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

Article VIII AMENDMENTS

Section 1. These by-laws may be altered, amended or repealed or new by-laws may be adopted by the stockholders or by the board of directors, when such power is conferred upon the board of directors by the certificate of incorporation, at any regular meeting of the stockholders or of the board of directors or at any special meeting of the stockholders or of the board of directors if notice of such alteration, amendment, repeal or adoption of new by-laws be contained in the notice of such special meeting.

INDENTURE

Dated as of December 15, 1993

by and between

FM 1993A CORP.,

the Issuer,

and

STATE STREET BANK AND TRUST COMPANY,

the Trustee

\$70,000,000

9.75% SENIOR SECURED NOTES DUE NOVEMBER 1, 2003

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INDENTURE

Indenture, dated as of December 15, 1993, between FM 1993A CORP., a Delaware corporation (herein, together with its permitted successors and assigns, called the "Issuer"), and STATE STREET BANK AND TRUST COMPANY, as trustee (herein, together with its permitted successors in the trusts hereunder, called the "Trustee").

PRELIMINARY STATEMENT: The Issuer and the Trustee are each duly authorized to execute and deliver this Indenture. All covenants and agreements made by the Issuer herein are for the benefit and security of the Noteholders. The Issuer is entering into this Indenture, and the Trustee is accepting the trusts created hereby, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged. All things necessary to make this Indenture a valid agreement of the Issuer and the Trustee in accordance with its terms have been done. All things necessary to make the Notes, when executed by the Issuer and authenticated, issued, and delivered under this Indenture, the valid, binding, and enforceable obligations of the Issuer have been done. All capitalized terms used but not otherwise defined shall have the meanings set forth in Article One of this Indenture.

GRANTING CLAUSE: The Issuer hereby Grants to the Trustee, for the benefit and security of the Holders of the Notes, all of the Issuer's right, title and interest now owned or hereafter acquired in, to and under all of (but none of its obligations with respect to any of) its assets, whether now existing or hereafter coming into existence, including, without limitation, (a) the CRC Notes, the CRC-I Lease Assignment, the CRC-II Lease Assignment, the CRC-I Mortgages, the CRC-II Mortgages, the Foodmaker Mortgages, the Deposit Accounts Security Agreements, and the Financing Statements, and all other Mortgage Note Documents, including, without limitation, any collateral that may be acquired by foreclosure or deed in lieu of foreclosure and all proceeds of or to which the Issuer is entitled under any of the foregoing, including without limitation, Insurance and Condemnation Proceeds, Liquidation Proceeds and all income from REO Properties; (b) all funds from time to time held in the Collection Account, including Reinvestment Income (if any) thereon; (c) all funds from time to time held in the Construction Account, including Reinvestment Income thereon; (d) all funds from time to time held in the Proceeds Account, including Reinvestment Income (if any) thereon; (e) all funds from time to time held in any REO Account, including Reinvestment Income thereon; (f) all

funds from time to time held in the Administrative Expenses Account, including Reinvestment Income (if any) thereon; (g) all funds from time to time held in the Closing Costs Account, including Reinvestment Income (if any) thereon; (h) all funds from time to time held in the Sinking Fund Account, including Reinvestment Income thereon; (i) all funds from time to time held in the Equity Collection Account, including Reinvestment Income thereon; (j) all funds from time to time held in the Additional Unit Acquisition Account, including Reinvestment Income thereon; (k) the Insurance Policies; (l) other contracts or agreements of the Issuer; (m) all other property, real or personal, tangible or intangible; and (n) all proceeds of any of the foregoing of every kind and nature whatsoever, including without limitation, proceeds of proceeds, and the conversion, voluntary or involuntary, of any of the foregoing into cash or other property (including, but not limited to, any Eligible Investments) (collectively, the "Trust Estate"). The Trustee acknowledges such Grant, accepts the trusts hereunder and the Trust Estate for the benefit of and as agent for the Holders of the Notes in accordance with the provisions hereof.

HABENDUM CLAUSE: To have and to hold in trust the Trust Estate, for the equal and ratable benefit and security of all present and future Holders of the Notes issued and to be issued under this Indenture, without preference, priority, or distinction as to lien or otherwise (except as herein expressly provided), of any one Note over any other Note upon the terms and subject to the conditions hereinafter set forth.

ISSUER'S CAPACITY: In executing the Notes and this Indenture, the Issuer will be acting both as principal and as agent for each Borrower to the extent of such Borrower's obligations under the Notes. As used in this Indenture, references to "the Issuer" shall be interpreted to include the Issuer in its capacity as principal and the Issuer in its capacity as agent for each Borrower pursuant to the Agency Agreement with such Borrower and with respect to such Borrower's obligations under this Indenture.

LEASE PAYMENTS: The Lessee has been directed to make all payments of Rent and all other amounts which are required to be paid to or deposited with the Borrowers pursuant to the CRC Leases directly to the Trustee at such address or addresses as the Trustee shall from time to time specify, for application as provided in this Indenture. Further, each Borrower agrees that promptly on receipt thereof, such Borrower will transfer to the Trustee any and all moneys from time to time received by such Borrower

constituting part, or intended to constitute part, of the Trust Estate, whether or not expressly referred to in the immediately preceding sentence, for application pursuant to this Indenture, except for any amounts released from the lien of this Indenture and, directly or indirectly, to such Borrower by the Trustee under the terms of this Indenture.

ARTICLE ONE

DEFINITIONS

Section 1.1 Definitions.

Except as otherwise specified herein or as the context may otherwise require, the following terms have the respective meanings set forth below for all purposes of this Indenture, and the definitions of such terms are equally applicable both to the singular and plural forms of such terms and to the masculine, feminine, and neuter genders of such terms. Each definition with respect to an agreement, instrument, or other document shall be deemed to include such agreement, instrument, or other document as it may be amended, modified, or supplemented in accordance with its terms and, if applicable, in accordance with the terms hereof.

"Accountants' Certificate": A letter of a firm of Independent certified public accountants of nationally recognized reputation appointed by the Issuer which may be a firm of Independent accountants that audits the financial statements of the Issuer or any of its Affiliates.

"Act" or "Acts of Noteholders": The meanings specified in Section 12.3.

"Additional Unit Acquisition Account": The trust account established and maintained by the Trustee as a subaccount of the Construction Account pursuant to Section 9.4.

"Administrative Expenses": Without duplication, the sum of: (a) amounts due the Trustee under Section 6.7; (b) expenses incurred by the Trustee relating to the administration and maintenance of the Trust Estate (including, without limitation, expenses pursuant to Article Eleven); (c) any fees and expenses, other than fees and expenses paid in connection with the issuance of the Notes, due to the respective counsel of the Noteholders and the Trustee; (d) amounts due to Noteholders pursuant to Section

5.14(c) and, with respect to any Issuer or Borrower solicitation, Section 8.1; and (e) any fees and expenses payable to the Rating Agencies other than in connection with the issuance of the Notes.

"Administrative Expenses Account": The trust account established and maintained by the Trustee pursuant to Section 9.6(b).

"Affiliate" of any specified Person: (a) Any other Person controlling or controlled by or under common control with such specified Person and (b) any partner of such Person if such Person is a partnership, or any shareholder of such Person if such Person is a corporation. For the purposes of this definition, "control," when used with respect to any specified Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract, or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Agency Agreement": Collectively, the agreements, dated as of the date hereof, between CRC-I and the Issuer and CRC-II and the Issuer, as the case may be, concerning the Issuer's issuance and sale of the Notes as agent for such Borrower.

"Aggregate Outstanding Amount": The aggregate principal amount of all the Notes outstanding at the date of determination.

"Authorized Officer": With respect to the Issuer, any Person whose name and specimen signature appears on a list of Authorized Officers furnished to the Trustee as certified by the Secretary of the Issuer. With respect to the Trustee or any other bank or trust company acting as trustee of an express trust or as custodian, a Responsible Officer.

With respect to the Lessee, any Person whose name and specimen signature appears on a list of Authorized Officers furnished to the Trustee as certified by the Secretary of the Lessee.

"Bankruptcy Code": The Federal Bankruptcy Code, Title 11 of the United States Code, as amended, or any successor statute(s), or any other Federal or state bankruptcy, insolvency or similar law, now or hereafter in effect in the United States.

"Borrower": CRC-I or CRC-II, as the case may be.

"Borrowers": CRC-I and CRC-II, collectively and severally.

"Business Day": A day other than a Saturday, Sunday, or a day on which banks in New York, New York or the city where the Corporate Trust Office of the Trustee is located, are authorized or obligated to close their regular banking business.

"Closing Costs": All fees, expenses and costs of the Lessor, the Issuer, the Trustee, the Noteholders and Jefferies & Company, Inc. (including, without limitation, attorneys' fees and expenses of outside counsel, including, without limitation, special local counsel to Jefferies & Company, Inc. and of one special counsel to the Noteholders and the fees of Standard & Poor's and Moody's for issuing the rating agency letters contemplated by this Indenture), and any investment banking, brokerage and placement fees resulting from any contract or agreement with the Lessors or Lessee (including, without limitation, those payable to Jefferies & Company, Inc.), incident to the preparation and negotiation of this Indenture, the CRC Leases, the Mortgages, the other Mortgage Note Documents and the Notes, and all fees, expenses, taxes and costs incurred in connection with the execution, delivery, filing, recording or rerecording of any notice or memorandum of the CRC Leases, the Mortgages, and any other document or instrument (including financing statements) required to be filed, recorded or rerecorded in connection with the leasing and mortgaging of any Property, including, without limitation, title insurance premiums and escrow fees.

"Closing Costs Account": The trust account established and maintained by the Trustee pursuant to Section 9.6(a).

"Closing Date": The date of the initial issuance of the Notes.

"Code": The Internal Revenue Code of 1986, as amended, or any successor statute(s).

"Collection Account": The trust account established and maintained by the Trustee pursuant to Section 9.2.

"Construction Account": The trust account established and maintained by the Trustee pursuant to Section 9.4, including, without limitation, the Additional Unit Acquisition Account as a subaccount thereof as provided in Section 9.4.

"Corporate Trust Office": The office of the Trustee at which its corporate trust business with respect to this Indenture shall be administered, which office at the date of execution of this Indenture is located at 225 Franklin Street, Boston, Massachusetts 02110, or such other address as the Trustee may designate from time to time by written notice to the Noteholders and the Issuer or the principal corporate trust office of any successor Trustee.

"Construction Units": The 16 Properties in which CRC-II will hold as of the Closing Date, and the 22 Potential Construction Units in which CRC-II will in the future hold, an estate for years, consisting of the land and improvements and other related property constituting approximately 38 Jack In The Box restaurants constructed or to be constructed by Foodmaker and which are listed on the attached Schedule A-2, and Schedule B in the case of Potential Construction Units, or in the case of any permitted Substitution of any thereof, any Substitute Unit therefor the Mortgages of which are listed on the updated schedule to the CRC Notes as provided pursuant to Section 11.18(b)(xiv).

"CRC Lease" or "CRC Leases": The CRC-I Lease or the CRC-II Lease, as the case may be, or both of such leases.

"CRC Lease Assignments": The CRC-I Lease Assignment and the CRC-II Lease Assignment, collectively.

"CRC Lease Event of Default": An "Event of Default" under and as defined in the CRC-I Lease or the CRC-II Lease.

"CRC Mortgage" or "CRC Mortgages": Any of the CRC-I Mortgages or the CRC-II Mortgages or all of such mortgages, collectively.

"CRC Notes": The CRC-I Note and the CRC-II Note, collectively.

"CRC-I": CRC-I Limited Partnership, a Massachusetts limited partnership.

"CRC-I Guaranty": The Guaranty, dated as of the date hereof, by CRC-I as guarantor of all amounts due under the Notes.

"CRC-I Lease": The Master Lease, dated as of the date hereof, between CRC-I, as lessor, and Foodmaker, as lessee, with respect to the Existing Assets.

"CRC-I Lease Assignment": Each Assignment of Lessor's Interest In Leases effecting an assignment of the CRC-I Lease by CRC-I, as assignor, to the Issuer, as assignee, and consented to by the Lessee.

"CRC-I Mortgage": With respect to a Property included in the Existing Assets, the mortgage, deed of trust, deed to secure debt or other security document now or hereafter executed by CRC-I creating a first priority, perfected lien on and security interest in, among other things, CRC-I's estate for years in such Property, in favor of the Issuer as collateral for the CRC Notes, with a collateral assignment thereof by the Issuer to the Trustee as security for the payment of the Notes.

"CRC-I Note": A promissory note in the original principal amount of \$30,172,952 issued by CRC-I to the Issuer on the Closing Date pursuant to the CRC-I Note Purchase Agreement.

"CRC-I Note Purchase Price": The meaning specified in Section 3.4(a).

"CRC-I Note Purchase Agreement": The Note Purchase Agreement, dated as of the date hereof, between CRC-I and the Issuer.

"CRC-I Rent": All rent and other amounts payable by the Lessee under the CRC-I Lease, including, without limitation, all Basic Rent, Special Rent, Special Sinker Rent, Additional Rent, and any Purchase Price (as all such terms are defined in the CRC-I Lease) payable by the Lessee thereunder.

"CRC-II": CRC-II Limited Partnership, a Massachusetts limited partnership.

"CRC-II Guaranty": The Guaranty, dated as of the date hereof, by CRC-II as guarantor of all amounts due under the Notes.

"CRC-II Lease": The Master Lease, dated as of the date hereof, between CRC-II, as lessor, and Foodmaker, as lessee, with respect to the Construction Units.

"CRC-II Lease Assignment": Each Assignment of Lessor's Interest In Leases effecting an assignment of the CRC-II Lease by CRC-II, as assignor, to the Issuer, as assignee, and consented to by the Lessee.

"CRC-II Mortgage": With respect to a Property included in the Construction Units, the mortgage, deed of trust, deed to secure debt or other security document now or hereafter executed by CRC-II creating a first priority, perfected lien on and security interest in, among other things, CRC-II's estate for years in such Property, in favor of the Issuer as collateral for the CRC Notes, with a collateral assignment thereof by the Issuer to the Indenture Trustee as security for the payment of the Notes.

"CRC-II Note": A promissory note in the original principal amount of \$39,827,048 issued by CRC-II to the Issuer on the Closing Date pursuant to the CRC-II Note Purchase Agreement.

"CRC-II Note Purchase Price": The meaning specified in Section 3.4(b).

"CRC-II Note Purchase Agreement": The Note Purchase Agreement, dated as of the date hereof, between CRC-II and the Issuer.

"CRC-II Rent": All rent and other amounts payable by the Lessee to CRC-II under the CRC-II Lease, including, without limitation, all Basic Rent, Special Rent, Special Sinker Rent, Additional Rent, and any Purchase Price (as all such terms are defined in the CRC-II Lease) payable by the Lessee thereunder.

"Default": Any occurrence that is, or with notice or the lapse of time or both would become, an Event of Default.

"Deposit Accounts Security Agreements": The Deposit Accounts Security Agreement dated of even date herewith by and between each of CRC-I and CRC-II (as the case may be) and the Issuer pertaining to funds deposited in the Closing Costs Account, the Administrative Expenses Account, the Collection Account, the Proceeds Account, the Sinking Fund Account, the Equity Collection Account and the Construction Account.

"Depository": With respect to the Notes issued in global form, the Person specified in Section 2.6(f) as the "Depository," until any successor shall have been appointed and become such pursuant to the terms of this Indenture, and thereafter, such successor.

"Depository Institution": A depository institution as that term is defined at 12 U.S.C. { 461(b)(1)(A), as amended.

"Destruction": The meaning specified in Article 12 of the CRC Leases.

"Determination Date": The last day of an Interest Accrual Period.

"Early Termination": The meaning specified in Article 37 of the CRC Leases.

"Early Termination Election": The meaning specified in Article 37 of the CRC Leases.

"Eligible Investments": Any one or more of the following obligations or securities:

(a) (i) negotiable certificates of deposit, having a maturity of no more than 30 days, of any Depository Institution or trust company (including the Trustee) incorporated under the laws of the United States of America or any state thereof and subject to supervision and examination by federal or state banking authorities so long as the commercial paper or the short term unsecured debt obligations of such Depository Institution or trust company (or, in the case of the principal Depository Institution in a holding company system, the commercial paper or short term unsecured debt obligations of such holding company) at the time of such investment or contractual commitment providing for such investment have a short term credit rating by the Rating Agencies at least equivalent to AA for Standard and Poor's and Aa for Moody's and (ii) any other negotiable certificate of deposit having a maturity of not more than 30 days that is fully insured by the Federal Deposit Insurance Corporation;

(b) and, with respect to funds held in the Sinking Fund Account only, the following additional obligations or securities:

(i) direct obligations of, and obligations fully guaranteed by, the United States of America, the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation or any agency or instrumentality of the United States of America the obligations of which are backed by the full faith and credit of the United States of America, provided that

obligations of, or obligations fully guaranteed by, the Federal National Mortgage Association (excluding stripped mortgage-backed securities that are valued greater than par on the portion of unpaid principal), the Federal Home Loan Mortgage Corporation, or any such agency or instrumentality shall be Eligible Investments only if, at the time of investment they have a credit rating equal to or higher than AA;

(ii) repurchase obligations pursuant to a written agreement with respect to (A) any security described in clause (a) above, or (B) any other security issued or guaranteed by an agency or instrumentality of the United States of America and providing for the transfer of such security to the Trustee or its agent as contemplated by applicable law and regulation in such a way that the Trustee will have a perfected security interest, in either case entered into with a Depository Institution or trust company (acting as principal) described in clause (a)(i) above;

(iii) securities bearing interest or sold at a discount issued by any corporation incorporated under the laws of the United States of America or any state thereof that have a short term credit rating by the Rating Agencies at least equivalent to AA at the time of such investment or contractual commitment providing for such investment; or

(iv) commercial paper issued by any Depository Institution, or any corporation incorporated under the laws of the United States of America or any state thereof, so long as the issuer of such commercial paper has, at the time of such investment, a credit rating by the Rating Agencies equivalent to at least AA;

provided that all Eligible Investments shall be held in the name of the Trustee, in its capacity as such, and further provided that Eligible Investments purchased with funds in any trust account established and maintained by the Trustee hereunder shall be held until maturity (except as otherwise provided in the Deposit Accounts Security Agreements) and shall include only such obligations or securities as mature no later than the Business Day prior to (x) the Year Nine Installment Payment Date in the case of Eligible Investments purchased with funds in the Sinking Fund Account, or (y) the next Payment Date in the case of Eligible Investments purchased with funds in the Construction Account.

"Eligible Unit" shall mean a Property, Potential Construction Unit or Potential Additional Unit as to which Lessee has made an Early Termination Election or has made the Year Nine Offer or exercised the Year Nine Option under (and as such terms are defined in) the applicable CRC Lease.

"Equity Collection Account": The trust account established and maintained by the Trustee pursuant to Section 9.2(c).

"Event of Default": The meaning specified in Section 5.1.

"Exchange Act": The Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Existing Assets": The 29 Properties in which CRC-I will hold as of the Closing Date, and the 9 Potential Additional Units in which CRC-I will in the future hold, an estate for years, consisting of the land and improvements and other related property constituting 38 existing Jack In The Box restaurants set forth on the attached Schedules A-1 and A-3, or in the case of any permitted Substitution thereof, any Substitute Unit(s) therefor the Mortgages of which are listed on the updated schedule to the CRC Notes as provided pursuant to Section 11.18(b)(xiv).

"Financing Statements": The financing statements referred to in Sections 3.2(a)(viii) and (ix) and any financing statements executed and delivered pursuant to Section 11.18(vii).

"Foodmaker": Foodmaker, Inc., a Delaware corporation.

"Foodmaker Mortgage" or "Foodmaker Mortgages": With respect to each Property included in the Existing Assets and the Construction Units, the mortgage, deed of trust, deed to secure debt or other security document now or hereafter executed by Foodmaker creating a first priority, perfected lien on and security interest in, among other things, Foodmaker's reversionary interest in such Property, in favor of the Issuer as collateral for the CRC Notes, with a collateral assignment thereof by the Issuer to the Trustee as security for the payment of the Notes, or all of such mortgages, collectively.

"General Partner": With respect to CRC-I, CRC-I Corp., a Massachusetts corporation, and with respect to CRC-II, CRC-II Corp., a Massachusetts corporation.

"Grant": To grant, bargain, sell, warrant, alienate, demise, release, convey, assign, transfer, mortgage, charge, pledge, create and grant a security interest in and right of set-off against, deposit, set over, and confirm. A Grant of the CRC Notes and the other Mortgage Note Documents, or of any other instrument or agreement Granted hereunder, shall include all rights, powers, privileges, remedies, options and other benefits (but none of the obligations) of the Granting party thereunder, including without limitation the immediate and continuing right to claim for, to collect, to receive and to give any receipt for principal, premium, if any, and interest payments in respect of the CRC Notes and all other monies and other property payable thereunder or in respect thereof, to give and to receive notices and other communications, to make waivers or other agreements, to exercise all rights, powers, privileges, remedies, options and other benefits, to bring Proceedings in the name of the Granting party or otherwise, and generally to do and to receive anything that the Granting party is or may be entitled to do or to receive thereunder or with respect thereto.

"Highest Lawful Rate": The meaning specified in Section 12.11.

"Holder" or "Noteholder": The Person in whose name a Note is now or hereafter registered in the Note Register.

"Ideal Sinking Fund Balance" shall mean, as of any Payment Date, the amount which would be held on such date in the Sinking Fund Account, assuming that such account were accruing interest at a rate of 6% (on the basis of a 360-day year) compounded semi-annually on the last Business Day of each June and December, commencing on the last Business Day of June, 1994 and ending on the last Business Day of December, 2002, assuming (i) on the last Business Day of each such June and December the Unit Sinking Fund Payments due on such day under the Notes were deposited therein; and (ii) an amount were withdrawn therefrom on the date of the Early Termination of each Eligible Unit or, where applicable, upon the consummation of the transactions resulting from the exercise of the Year Nine Option or the making of the Year Nine Offer as to such Eligible Unit on the Year Nine Installment Payment Date in an amount equal to 2 times the Unit Percentage for such Eligible Unit multiplied by the lesser of (A) the balance in the Sinking Fund Account on such date or (B) the amount which would have been the Ideal Sinking Fund Balance on such date (after taking into account the payments assumed to be made on such

day in this definition of "Ideal Sinking Fund Balance" (inclusive of any Unit Sinking Fund Payment attributable to such Eligible Unit which is due on such day), but disregarding the withdrawal on account of such Eligible Unit under this clause (ii) of this definition of "Ideal Sinking Fund Balance").

"Indenture": This instrument as originally executed and, if from time to time supplemented or amended by one or more indentures supplemental hereto entered into pursuant to the applicable provisions hereof, as so supplemented or amended. All references in this instrument to designated "Articles," "Sections," "Subsections," and other subdivisions are to the designated Articles, Sections, Subsections, and other subdivisions of this instrument as originally executed. The words "herein," "hereof," "hereunder," and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section, Subsection, or other subdivision.

"Independent": When used with respect to any specified Person, means such a Person who (a) is in fact independent of the Issuer, the Lessee, CRC-I, CRC-II and of any Affiliate of any thereof, (b) does not have any direct financial interest or any material indirect financial interest in the Issuer, the Lessee, CRC-I, CRC-II or in any Affiliate of any thereof, and (c) is not connected with the Issuer, the Lessee, CRC-I, CRC-II or any Affiliate of any thereof as an officer, employee, promoter, underwriter, trustee, partner (whether general or limited), director, shareholder, beneficiary or Person performing similar functions or having similar ownership interests. Whenever it is provided herein that any Independent Person's opinion or certificate shall be furnished to the Trustee, such Person shall be appointed by Issuer Order and such opinion or certificate shall state that the signer has read this definition and that the signer is Independent within the meaning hereof. "Independent" when used with respect to any accountant shall include an accountant who audits the books of any Person referred to in clause (a) above if, in addition to satisfying the criteria set forth above, the accountant is independent with respect to such Person within the meaning of Rule 101 of the Code of Ethics of the American Institute of Certified Public Accountants.

"Installment Payment Date": The first Business Day of each January and July, from and including July, 1994 through and including July, 2003.

"Institutional Investor": Any of the following Persons existing under the laws of the United States of America or any state thereof or of the District of Columbia or of Canada or any province thereof: (a) any bank, trust company, savings and loan association or national banking association, acting for its own account or in a fiduciary capacity; (b) any charitable foundation or other eleemosynary institution; (c) any insurance company; (d) any investment company as defined in the Investment Company Act; (e) any college or university; (f) any other governmental agency supervising the investment of public funds; or (g) a "real estate investment trust" as defined in Section 856 of the Code; provided that a Noteholder shall not be an "Institutional Investor" for purposes of providing an unsecured agreement to indemnify the Trustee pursuant to this Indenture, unless such Noteholder, or, if held in nominee name, the beneficial owner of such Note, has a net worth of not less than \$100,000,000 and has so certified to the Trustee.

"Insurance and Condemnation Proceeds": Amounts paid to any of the Lessee, any Borrower, the Issuer or the Trustee with respect to a particular Property, CRC Note or REO Property pursuant to any Insurance Policy, or as a result of a Destruction or pursuant to any fidelity note or errors and omissions policy maintained by the Trustee.

"Insurance Policies": With respect to each Property, those policies of insurance that shall be required to be maintained on or with respect to such Property pursuant to the related Mortgages or CRC Lease, including, without limitation, comprehensive general public liability insurance, casualty insurance, or business interruption insurance, all Title Policies, and any fidelity note or errors or omissions policy maintained by the Trustee.

"Interest Accrual Period": As to any Note, with respect to (i) the initial Interest Accrual Period, the period from the Closing Date through and including June 30, 1994, (ii) thereafter, commencing July 1, 1994 and until June 30, 2003, the six (6) month period commencing on the first day of each January or July to and including the last day of June or December, respectively, and (iii) a final Interest Accrual Period from July 1, 2003 through, but not including November 1, 2003.

"Investment Company Act": The Investment Company Act of 1940, as amended.

"Issuer": FM 1993A Corp., a Delaware corporation, and its permitted successors and assigns.

"Issuer Order" or "Issuer Request": A written order or request dated and signed in the name of the Issuer by an Authorized Officer of the Issuer, and delivered to the Trustee.

"Lessee": Foodmaker, as lessee under the CRC-I Lease or the CRC-II Lease or both, as applicable, and its permitted successors and assigns.

"Liquidation Expenses": All amounts paid or incurred by or on behalf of the Trustee (including the reasonable fees of its attorneys and agents) in connection with the liquidation of any interest in any CRC Note (or portion thereof) or any Property or REO Property or the preservation of the Trustee's interest therein, including without limitation, the cost of (a) preservation, restoration or protection of the Property or REO Property, (b) any enforcement or judicial proceedings, including without limitation, foreclosure, (c) accepting a deed in lieu of foreclosure, and (d) the management, leasing, sale or other liquidation of the Property or REO Property.

"Liquidation Proceeds": All funds received by the Trustee in connection with the liquidation of any part of the Trust Estate, including, without limitation, upon sale by deed in lieu of foreclosure, the receipt of foreclosure proceeds from a judgment, writ of attachment or order levied against the applicable Borrower and/or the Lessee or its assets, or the receipt of proceeds from the sale of any Property or REO Property.

"Majority Noteholders": The Holders of more than 50% of the Aggregate Outstanding Amount of the Notes.

"Maturity": With respect to any Note, the date on which the entire unpaid principal of and interest on such Note becomes due and payable as therein or herein provided, whether at the Stated Maturity or by declaration of acceleration pursuant to the terms of Section 5.2 or otherwise pursuant to the terms of this Indenture.

"Maximum Construction Unit Allowance": The aggregate sums to be deposited in the Construction Account on the Closing Date pursuant to Section 3.4.

"Moody's": Moody's Investors Service, Inc., and its successors in interest.

"Mortgage Event of Default": Any Event of Default as defined under any Mortgage.

"Mortgage Note Documents": The meaning specified in the Mortgages.

"Mortgages": The CRC Mortgages and the Foodmaker Mortgages, collectively and severally.

"Net Liquidation Proceeds": Liquidation Proceeds net of all Liquidation Expenses.

"Note Interest Rate": The annual rate at which interest accrues on the Notes, as specified in Section 2.3 and in the terms of the Notes.

"Note Purchase Agreement": The Note Purchase Agreement between the Issuer and each Noteholder.

"Note Register" and "Note Registrar": The respective meanings specified in Section 2.6.

"Noteholder" or "Holder": The Person in whose name a Note is now or hereafter registered in the Note Register.

"Noteholders' Counsel": Brown & Wood, or other counsel appointed by Majority Noteholders.

"Notes": The Issuer's 9.75% Senior Secured Notes, Due November 1, 2003, which are authorized by, and executed, authenticated, and delivered under, this Indenture.

"Officer's Certificate": A certificate signed on behalf of any Person by an Authorized Officer of such Person.

"Opinion of Independent Counsel": A written opinion, in form and substance reasonably satisfactory to the Trustee, addressed to the Trustee and the Noteholders, of a law firm which shall be Independent and which shall be reasonably satisfactory to the Trustee.

"Outstanding": With respect to the Notes, as of the date of determination, all Notes theretofore authenticated and delivered under this Indenture except:

- (a) Notes theretofore cancelled by the Note Registrar;

(b) Notes or portions thereof for whose payment money in the necessary amount has been theretofore irrevocably deposited with

the Trustee in trust for the Holders of such Notes pursuant to the provisions of this Indenture;

(c) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered pursuant to this Indenture; and

(d) Notes alleged to have been mutilated, destroyed, lost, or stolen for which replacement Notes have been issued as provided in Section 2.7;

provided that, in determining whether the Holders of the requisite Aggregate Outstanding Amount of the Notes have given any request, demand, authorization, direction, notice, consent, or waiver hereunder, any Notes owned by or pledged to the Issuer, any Borrower, any limited partner of any Borrower, or of any general partner of any Borrower or any Affiliate of any thereof shall be disregarded and deemed not to be Outstanding, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent, or waiver, only Notes that the Trustee knows to be so owned or so pledged shall be disregarded. Notes owned by a Person described in the immediately preceding sentence that have been pledged in good faith may be regarded as Outstanding if the pledgee certifies to the Trustee the pledgee's right so to act with respect to such Notes and that the pledgee is not any of the Persons described in the immediately preceding sentence.

"Payment Date": With respect to each semi-annual installment or deposit payable under the Notes, each Installment Payment Date, and with respect to the final payment or deposit at Maturity, the Stated Maturity specified in the Notes.

"Payment Date Statement": The semiannual report to be prepared by the Issuer pursuant to Section 9.3(a).

"Permitted Encumbrances": With respect to any Property, (a) the applicable CRC Lease (subject to the provisions of the applicable Memorandum of Lease as defined in each Mortgage), (b) the liens created by the Mortgage Note Documents, (c) the lien of general and special real property taxes and assessments which are not delinquent, (d) covenants, conditions and restrictions, rights of way, easements and other matters of public record as of the date of recording of the applicable CRC Mortgage and Foodmaker

Mortgage which are generally acceptable in the jurisdiction where the applicable Property is located to recognized lending institutions in accordance with prudent lending practices, or as to which the Lessee certifies to the Issuer and the Trustee in writing that such matters will not have a material adverse effect on the value of such Property or its intended use, (e) matters affecting the applicable Property existing as of the date of the applicable CRC Lease and set forth in the Schedules attached to such CRC Lease, and (f) other matters approved in writing by Noteholders' Counsel prior to the recording of the applicable CRC Mortgage and Foodmaker Mortgage and included in the applicable Title Policy.

"Person": Any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof.

"PORTAL Market": The term "PORTAL Market" shall mean the Private Offerings, Resales and Trading through Automated Linkages Market operated by the National Association of Securities Dealers, Inc. or any successor thereto.

"Potential Additional Units": The meaning specified in the CRC-I Lease.

"Potential Construction Units": The meaning specified in the CRC-II Lease.

"Premium": The Prepayment Premium as defined in the Notes.

"Principal" and "interest": Any Principal Payments, interest or premium payments required to be distributed to a Noteholder pursuant to the terms of this Indenture.

"Principal Payments": The installments of principal due on any Note as provided in the Notes, subject to any adjustment thereof as provided in the Notes.

"Private Placement Memorandum": With respect to the Notes, the final Private Placement Memorandum dated as of December 15, 1993 relating to the offer and sale of the Notes by the Issuer.

"Proceeding": Any suit in equity, action at law, or other judicial or administrative proceeding.

"Proceeds Account": The trust account established and maintained by the Trustee pursuant to Section 11.5 for the holding of certain Insurance and Condemnation Proceeds.

"Property": With respect to any Mortgage, all property that is subject to such Mortgage as collateral for the CRC Notes, including, without limitation, the applicable Borrower's estate for years or the Lessee's reversionary interest (as applicable) in all real property described therein and the improvements now or hereafter located thereon, all benefitting easements and other rights relating to such property, and all personal property described therein (but excluding the Lessee's trade fixtures and other items of personal property, as provided in the Mortgages), and together with all leases, rents, purchase proceeds and other Rents, Profits and Proceeds (as defined therein) and Insurance and Condemnation Proceeds thereof.

"QIB": The term "QIB" shall mean a "qualified institutional buyer" as defined in Rule 144A.

"Rating Agencies": Standard & Poor's and Moody's.

"Registration Rights Agreement": The Registration Rights Agreement, dated as of the date hereof, among the Issuer, the Lessee, CRC-I, CRC-II and the Purchasers of Notes who are signatories to such agreement.

"Regular Record Date": As to any Payment Date, the last Business Day of the month preceding the month in which such Payment Date occurs.

"Reinvestment Income": Any interest or other earnings on Eligible Investments, funds, or accounts that are part of the Trust Estate.

"Released Unit": The meaning specified in the CRC Leases.

"Rent": The CRC-I Rent and the CRC-II Rent, collectively.

"REO Account": The segregated trust account or accounts established and maintained by the Trustee with respect to any REO Properties pursuant to Section 11.16.

"REO Net Income": As to any Payment Date, the gross revenues received by the Trustee with respect to any REO Property during the most recently ended Interest Accrual Period, together with reinvestment income thereon for the related Interest Accrual Period, net of costs of

maintenance, restoration, repair, operation and management pursuant to Section 11.17 for the most recently ended Interest Accrual Period.

"REO Property": A Property acquired by the Trustee on behalf of the Noteholders through foreclosure or deed-in-lieu of foreclosure pursuant to this Indenture.

"Required Rating": A debt rating equal to "B+" or better by Standard & Poor's and "Ba3" or better by Moody's.

"Responsible Issuer Officer": Any officer of the Issuer, including any president, vice president, secretary, treasurer, assistant vice president, assistant secretary, assistant treasurer or any other officer of the Issuer customarily performing functions similar to those performed by the persons who at the time shall be such officers, respectively or to whom any matter is referred because of his or her knowledge of, or familiarity with, this Indenture or the transactions contemplated hereby.

"Responsible Officer": When used with respect to the Trustee, any officer within the Corporate Trust Office of the Trustee (or any successor group of the Trustee) including any vice president, assistant vice president, assistant secretary, or any other officer of the Trustee customarily performing functions similar to those performed by the persons who at the time shall be such officers, and to whom any corporate trust matter relating to the transactions contemplated by the provisions of this Indenture is referred because of his or her knowledge of, or familiarity with, the particular subject.

"Restricted Notes": The term "Restricted Notes" means any Note that bears or is required to bear the legend set forth in Section 2.6(d).

"Rule 144A": The term "Rule 144A" shall mean Rule 144A as promulgated under the Securities Act.

"Sale": The meaning specified in Section 5.18.

"Securities Act": The Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Security Documents": The Mortgages, CRC Lease Assignments, the Deposit Accounts Security Agreements, and the Financing Statements executed by the applicable Borrower and/or the Lessee or consented to by the Lessee (as applicable) in favor of the Issuer and as pledged by the

Issuer to the Trustee, creating a first priority, perfected lien on, and security interest in, the applicable Properties as collateral for the CRC Notes, as well as such additional financing statements, documents, instruments, and agreements as may be delivered by the Borrowers and/or the Lessee or consented to by the Lessee (as applicable) to obtain for the Trustee a first priority, perfected lien on such Properties.

"Sinking Fund Account": The trust account established and maintained by the Trustee pursuant to Section 9.2(b).

"Standard & Poor's": Standard & Poor's Corporation, and its successors in interest.

"Stated Maturity": With respect to any Note, the date on which the entire unpaid principal of such Note becomes due and payable as provided in Section 2.3 and in the Notes.

"Substitution": The meaning specified in the CRC Leases.

"Substitute Unit": The meaning specified in the CRC Leases.

"Title Policy": With respect to any Mortgage, the policy or policies of mortgagee's title insurance covering the related Property on the 1970 form of American Land Title Association Loan Policy (or other equivalent title policy form if such form is not available in the jurisdiction in which any Property is located), insuring such Mortgage as a valid first lien on the Mortgaged Property described therein, including, without limitation, the applicable Borrower's estate for years or the Lessee's reversionary interest therein, as applicable, issued by Chicago Title Insurance Company (or any other title company approved by the Noteholders' Counsel), with such endorsements and reinsurance as may be reasonably required by the Majority Noteholders and subject to no exceptions other than Permitted Encumbrances.

"Trust Estate": The meaning specified in the Granting Clause hereof.

"Trustee": State Street Bank and Trust Company, and its successors in interest and any corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party or any successor trustee at the time serving as successor trustee as permitted hereunder.

"Trustee's Collateral Receipts": The Closing Date or Second Closing Date interim and final receipts, respectively, of the Trustee to be delivered pursuant to Section 3.2(c) substantially in the form of Exhibits J-1, J-2, and J-3 respectively.

"UCC": The Uniform Commercial Code as in effect in the State of New York; provided that in the event that by reason of mandatory provisions of law, any or all of the attachment, perfection, or priority of the Trustee's interest in the Trust Estate is governed by the law of some other jurisdiction, such term shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection, or priority and for purposes of definitions relating to such provisions.

"Unit Percentage" shall mean the percentage allocated to each Property, Potential Construction Unit and Potential Additional Unit on Schedule C attached hereto, regardless of whether any such Potential Construction Unit or Potential Additional Unit has been added as part of the "Leased Property" under any of the CRC Leases.

"Unit Redemption Price": The meaning specified in the CRC Leases.

"Unit Sinking Fund Payment": The meaning set forth in the Notes.

"Year Nine Installment Payment Date": The first Business Day of January, 2003.

ARTICLE TWO

THE NOTES

Section 2.1. Form Generally.

The Notes and the Trustee's certificate of authentication thereon shall be in substantially the form described in this Article Two, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture, and may have such letters, numbers, or other marks of identification and such legends or endorsements placed thereon, as may, consistently herewith, be determined by the Authorized Officer of the Issuer executing such Notes as evidenced by his or her execution of such Notes.

Pursuant to recommendations of the Committee on Uniform Security Identification Procedures, "CUSIP" numbers may be printed on the Notes.

The definitive Notes shall be typed, printed, lithographed, or engraved or produced by any combination of these methods or may be produced in any other manner, all as determined by the Authorized Officers of the Issuer executing such Notes, as evidenced by their execution of such Notes.

Section 2.2. Forms of Notes and Certificates of Authentication.

The Notes shall be issuable in fully registered form without coupons, in substantially the forms attached hereto as Exhibits A-1 and A-2, and the form of the Trustee's certificate of authentication shall be in the form provided in such Exhibits.

Any Note in global form shall represent such of the outstanding Notes as shall be specified therein and shall provide that it shall represent the aggregate amount of outstanding Notes from time to time endorsed thereon and that the aggregate amount of outstanding Notes represented thereby may from time to time be increased or reduced to reflect transfers or exchanges permitted hereby. Any endorsement of a Note in global form to reflect the amount of any increase or decrease in the amount of outstanding Notes represented thereby shall be made by the Trustee, at the direction of the Trustee, in such manner and upon instructions given by the Holder of such Note in global form. Payment of principal of and interest and premium, if any, on any Note in global form shall be made to the Holder of such Note.

Section 2.3. Authorized Amount; Stated Maturity; Note Interest Rate.

The Notes shall be designated generally as the 9.75% Senior Secured Notes Due November 1, 2003. The aggregate principal amount of Notes that may be authenticated and delivered under this Indenture is limited to \$70,000,000 except for Notes authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Notes pursuant to Sections 2.6 or 2.7.

The Notes shall have a Stated Maturity of November 1, 2003. The Note Interest Rate shall be 9.75% from and including the Closing Date to but excluding November 1, 2003.

Section 2.4. Denominations.

The Notes shall be issuable only in minimum denominations of \$500,000 and integral multiples of \$500,000. In each case, such principal amounts shall be expressed in terms of the principal amounts thereof at the Closing Date.

Section 2.5. Execution, Authentication, Delivery and Dating.

The Notes shall be executed on behalf of the Issuer by one Authorized Officer. The signature of such Authorized Officer on the Notes shall be manual.

Notes bearing the manual signature of an individual who was at any time the Authorized Officer of the Issuer shall bind the Issuer notwithstanding the fact that such individual ceased to hold such office prior to the authentication and delivery of such Notes or did not hold such office at the date of issuance of such Notes.

At any time and from time to time after the execution and delivery of this Indenture, the Issuer may deliver Notes executed by the Issuer to the Trustee for authentication and the Trustee shall authenticate and deliver such Notes upon Issuer Order as in this Indenture provided and not otherwise.

Each Note authenticated and delivered by the Trustee upon Issuer Order on the Closing Date shall be dated as of the date hereof. All other Notes that are authenticated after the Closing Date for any other purpose under the Indenture shall be dated the date of their authentication.

Notes issued upon transfer, exchange or replacement of other Notes shall be issued in authorized denominations reflecting the original aggregate principal amount of the Notes so transferred, exchanged or replaced, but shall represent only the current outstanding principal amount of the Notes so transferred, exchanged or replaced. In the event that any Note is divided into more than one Note in accordance with this Article Two, the original principal amount of such Note shall be proportionately divided among the Notes delivered in exchange therefor and shall be deemed to be the original aggregate principal amount of such subsequently issued Notes.

No Note shall be entitled to any benefit under this Indenture or be valid or obligatory for any purpose, unless there appears on such Note a certificate of authentication, substantially in the form provided for herein, executed by the Trustee by the manual signature of one of its Authorized Officers, and such certificate upon any Note shall be conclusive evidence, and the only evidence, that such Note has been duly authenticated and delivered hereunder.

All Notes will be equally and ratably secured hereunder, without preference, priority or distinction on account of the date or dates or the actual time or times of the issue of such Notes, so that all Notes will have the same rights and preferences under and by virtue of this Indenture.

Section 2.6. Exchange and Registration of Transfer of Notes; Restrictions on Transfer; Depositary.

(a) The Issuer shall cause to be kept at the Corporate Trust Office of the Trustee a register (the register maintained in such office and in any other office or agency of the Issuer designated pursuant to Section 7.2 being herein sometimes collectively referred to as the "Note Register") in which, subject to such reasonable regulations as it may prescribe, the Issuer shall provide for the registration of Notes and of transfers of Notes. The Trustee is hereby appointed "Note Registrar" for the purpose of registering Notes and transfers of Notes as herein provided.

Upon surrender for registration of transfer of any Note to the Note Registrar, and satisfaction of the requirements for such transfer set forth in this Section 2.6, the Issuer shall execute, and the Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Notes of any authorized denominations and of a like aggregate principal amount and bearing such restrictive legends as may be required by this Indenture.

Notes may be exchanged for other Notes of any authorized denominations and of a like aggregate principal amount, upon surrender of the Notes to be exchanged at any such office or agency. Whenever any Notes are so surrendered for exchange, the Issuer shall execute, and the Trustee shall authenticate and deliver, the Notes which the Noteholder making the exchange is entitled to receive.

All Notes issued upon any registration of transfer or exchange of Notes shall be the valid obligations of the Issuer, evidencing the same debt, and entitled to the same benefits under this Indenture, as the Notes surrendered upon such registration of transfer or exchange.

Every Note presented or surrendered for registration of transfer or for exchange shall (if so required by the Issuer or the Note Registrar) be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the Issuer or the Note Registrar, and the Note shall be duly executed by the Noteholder thereof or his attorney duly authorized in writing.

No service charge shall be made for any registration of transfer or exchange of Notes, but the Issuer may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration of transfer or exchange of Notes.

The Note Registrar shall not be required to register any transfer or effect any exchange of any Note fifteen (15) days prior to a Payment Date.

(b) So long as the Notes are eligible for book-entry settlement with the Depositary, or unless otherwise required by law, all Notes to be traded on the PORTAL Market shall be represented by a Note in global form registered in the name of the Depositary or the nominee of the Depositary. No person acquiring Notes traded on the PORTAL Market shall receive or be entitled to receive physical delivery of certificates evidencing such Notes. The transfer and exchange of beneficial interests in such Note in global form shall be effected through the Depositary, in accordance with this Indenture (including the restrictions on transfer set forth herein) and the procedures of the Depositary therefor.

Notwithstanding the preceding paragraph, if at any time it is necessary for the beneficial holder of an interest in a Note in global form to obtain a Note in definitive form representing such interest (or a portion thereof), such beneficial holder shall be entitled to obtain a definitive Note upon written request to the Trustee in accordance with the procedures of the Depositary for the issuance thereof. Upon receipt of any such request, the Trustee will cause, in accordance with the standing instructions and procedures existing between the Depositary and the Trustee, the aggregate principal amount of the Note

in global form to be reduced and, following such reduction, the Issuer will execute and the Trustee will authenticate and deliver to such beneficial holder (or its nominee) a Note or Notes in the appropriate aggregate principal amount in the name of such beneficial holder (or its nominee) and bearing such restrictive legends as may be required by this Indenture.

Any transfer of a beneficial interest in a Note in global form which cannot be effected through book-entry settlement must be effected by the delivery to the transferee (or its nominee) of a definitive Note or Notes registered in the name of the transferee (or its nominee) on the books maintained by the Note Registrar. With respect to any such transfer, the Trustee will cause, in accordance with the standing instructions and procedures existing between the Depository and the Trustee, the aggregate principal amount of the Note in global form to be reduced and, following such reduction, the Issuer will execute and the Trustee will authenticate and deliver to the transferee (or such transferee's nominee, as the case may be), a Note or Notes in the appropriate aggregate principal amount in the name of such transferee (or its nominee) and bearing such restrictive legends as may be required by this Indenture.

So long as the Notes are eligible for book-entry settlement, or unless otherwise required by law, upon any transfer of a definitive Note to a QIB in accordance with Rule 144A, upon receipt of the definitive Note or Notes being so transferred, together with a certification from the transferor that the transferee is a QIB substantially in the form of paragraph 4(a) of Exhibit B to the Note Purchase Agreement, the Trustee shall make an endorsement on the Note in global form to reflect an increase in the aggregate principal amount of the Notes represented by the Note in global form, the Trustee shall cancel such definitive Note or Notes and cause, in accordance with the standing instructions and procedures existing between the Depository and the Trustee, the aggregate principal amount of Notes represented by the Note in global form to be increased accordingly.

Members of, or participants in, the Depository ("Agent Members") shall have no rights under this Indenture with respect to any Note in global form held on their behalf by the Depository, or the Trustee as its custodian, or under such Note in global form, and the Depository may be treated by the Issuer, the Trustee and any agent of the Issuer or the Trustee as the absolute owner of such Note in global

form for all purposes whatsoever. Notwithstanding the foregoing, nothing herein shall prevent the Issuer, the Trustee or any agent of the Issuer or the Trustee, from giving effect to any written certificate, proxy, or other authorization furnished by the Depository or impair, as between the Depository and its Agent Members, the operation of customary practices governing the exercise of the rights of a holder of a beneficial interest in a Note in global form.

Any Note in global form may be endorsed with or have incorporated in the text thereof such legends or recitals or changes not inconsistent with the provisions of this Indenture as may be required by the Depository or by the National Association of Securities Dealers, Inc. in order for the Notes to be tradeable on the PORTAL Market or as may be required for the Notes to be tradeable on any other market developed for trading of securities pursuant to Rule 144A or required to comply with any applicable law or any regulation thereunder or with the rules and regulations of any securities exchange upon which the Notes may be listed or traded or to conform with any usage with respect thereto, or to indicate any special limitations or restrictions to which any particular Notes are subject.

(c) Every Restricted Note shall be subject to the restrictions on transfer provided in the legend required to be borne by each Restricted Note pursuant to Subsection 2.6(d), unless such restrictions on transfer shall have been waived by the written consent of the Issuer, and the holder of each Restricted Note, by such Noteholder's acceptance thereof, agrees to be bound by such restrictions on transfer. As used in this Subsection 2.6(c) and in Subsection 2.6(d), the term "transfer" encompasses any sale, pledge, transfer or other disposition of any Restricted Note.

(d) Until three years after the original issuance date of any Note, any certificate evidencing such Note shall bear a legend in substantially the following form:

THE NOTE EVIDENCED HEREBY HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT AS SET FORTH IN THE FOLLOWING SENTENCE. BY ITS ACQUISITION HEREOF, THE HOLDER (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER"(AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) OR (B) IT IS AN "ACCREDITED

INVESTOR" (AS DEFINED IN RULE 501(a) UNDER THE SECURITIES ACT)
("INSTITUTIONAL ACCREDITED INVESTOR") OR (C) IT IS NOT A U.S.
PERSON AND IS ACQUIRING THE NOTE EVIDENCED HEREBY IN AN
OFFSHORE TRANSACTION, AND (2) AGREES THAT IT WILL NOT WITHIN THREE YEARS
AFTER THE ORIGINAL ISSUANCE OF THE NOTE EVIDENCED HEREBY
RESELL OR OTHERWISE TRANSFER THE NOTE EVIDENCED HEREBY EXCEPT (A) TO FM
1993A CORP. (THE "ISSUER"), (B) INSIDE THE UNITED STATES TO A QUALIFIED
INSTITUTIONAL BUYER IN COMPLIANCE WITH RULE 144A UNDER THE
SECURITIES ACT, (C) INSIDE THE UNITED STATES TO AN ACCREDITED
INVESTOR THAT, PRIOR TO SUCH TRANSFER, FURNISHES TO THE ISSUER
AND STATE STREET BANK AND TRUST COMPANY, AS TRUSTEE (OR ANY
SUCCESSOR TRUSTEE, THE "TRUSTEE"), A SIGNED LETTER CONTAINING
CERTAIN REPRESENTATIONS AND AGREEMENTS RELATING TO THE
RESTRICTIONS ON TRANSFER OF THE NOTE EVIDENCED HEREBY (SUBSTANTIALLY IN THE
FORM ATTACHED AS EXHIBIT B TO THE NOTE PURCHASE AGREEMENT BETWEEN
THE ISSUER AND THE ORIGINAL HOLDER, A COPY OF WHICH MAY BE
OBTAINED FROM THE TRUSTEE), (D) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH
RULE 904 UNDER THE SECURITIES ACT OR (E) PURSUANT TO THE EXEMPTION
FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT (IF
EVIDENCED AVAILABLE). IN CONNECTION WITH ANY TRANSFER OF THE NOTE
NOTE, HEREBY WITHIN THREE YEARS AFTER THE ORIGINAL ISSUANCE OF SUCH
ATTACHED THE HOLDER MUST CHECK THE APPROPRIATE BOX SET FORTH IN THE
AND TRANSFER CERTIFICATE RELATING TO THE MANNER OF SUCH TRANSFER
AND TRANSFEREE SUBMIT SUCH CERTIFICATE TO THE TRUSTEE. IF THE PROPOSED
PERSON, IS AN ACCREDITED INVESTOR OR A PURCHASER WHO IS NOT A U.S.
SUCH THE HOLDER MUST, PRIOR TO SUCH TRANSFER, FURNISH TO THE TRUSTEE
THE CERTIFICATIONS, LEGAL OPINIONS OR OTHER INFORMATION AS REQUIRED
AND PURSUANT TO THE ATTACHED TRANSFER CERTIFICATE OR PURSUANT TO
PURSUANT TO THE INDENTURE DATED AS OF DECEMBER 15, 1993 BETWEEN SUCH TRUSTEE
MAY BE THE ISSUER TO CONFIRM THAT SUCH TRANSFER IS BEING MADE
TERMS AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE
THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. THIS LEGEND
ACT. REMOVED AFTER THE EXPIRATION OF THREE YEARS FROM THE ORIGINAL
ISSUANCE OF THE NOTE EVIDENCED HEREBY. AS USED HEREIN, THE
"OFFSHORE TRANSACTION," "UNITED STATES" AND "U.S. PERSON" HAVE
MEANINGS GIVEN TO THEM BY REGULATIONS UNDER THE SECURITIES

THE HOLDER AGREES THAT IT WILL DELIVER TO EACH PERSON TO WHOM

THE

NOTE EVIDENCED HEREBY IS PROPOSED TO BE TRANSFERRED A NOTICE
SUBSTANTIALLY TO THE EFFECT OF THE FOREGOING LEGENDS.

After three years from the original issuance date of any Note, any Note (or security issued in exchange or substitution therefor) may, upon its surrender for exchange to the Note registrar in accordance with the provisions of this Section 2.6, be exchanged for a new Note or Notes, of like tenor and aggregate principal amount, which shall not bear the restrictive legend required by this Subsection 2.6(d).

(e) Notwithstanding any other provisions of this Indenture (other than the provisions set forth in Subsection 2.6(f)), a Note in global form may not be transferred as a whole except by the Depositary to a nominee of the Depositary or by a nominee of the Depositary to the Depositary or another nominee of the Depositary or by the Depositary or any such nominee to a successor Depositary or a nominee of such successor Depositary.

(f) The Depositary shall be a clearing agency registered under the Exchange Act. The Issuer initially appoints the Depositary Trust Company to act as Depositary with respect to the Notes in global form. Initially, the global Note shall be issued to the Depositary, registered in the name of Cede & Co., as the nominee of the Depositary, and deposited with the Custodian for Cede & Co.

If at any time the Depositary for the Note in global form notifies the Issuer that it is unwilling or unable to continue as Depositary for such Note, the Issuer may appoint a successor Depositary with respect to such Note. If a successor Depositary for the Note is not appointed by the Issuer within 90 days after the Issuer receives such notice, the Issuer will execute, and the Trustee, upon receipt of an Officers' Certificate for the authentication and delivery of Notes, will authenticate and deliver, Notes in definitive form, in an aggregate principal amount equal to the principal amount of the Note in global form, in exchange for such Note in global form.

If a definitive Note is issued in exchange for any portion of a Note in global form after the close of business at the office or agency where such exchange occurs on any Regular Record Date and before the opening of business at such office or agency on the next succeeding Payment Date, principal, premium (if any), and interest will not be payable on such Payment Date in respect of such definitive Note, but will be payable on such Payment Date only to the Person to whom principal, premium (if any), and interest in respect of such portion of such Note in global form is payable in accordance with the provisions of this Indenture.

Definitive Notes issued in exchange for all or a part of a Note in global form pursuant to this Section 2.6 shall be registered in such names and in such authorized denominations as the Depositary, pursuant to instructions from its direct or indirect participants or otherwise, shall instruct the Trustee. Upon execution and authentication, the Trustee shall deliver such definitive Notes to the persons in whose names such definitive Notes are so registered.

(g) At such time as all interests in a Note in global form have been redeemed, converted, repurchased, or canceled, such Note in global form shall be canceled by the Trustee in accordance with standing procedures and instructions existing between the Depositary and the Trustee. At any time prior to such cancellation, if any interest in a global Note is exchanged for definitive Notes, redeemed, converted, canceled, or transferred to a transferee who receives definitive Notes therefor or any definitive Note is exchanged or transferred for part of a Note in global form, the principal amount of such Note in global form shall, in accordance with the standing procedures and instructions existing between the Depositary and the Trustee, be reduced or increased, as the case may be, and an endorsement shall be made on such Note in global form by the Trustee to reflect such reduction or increase.

Section 2.7. Mutilated, Destroyed, Lost or Stolen Notes.

If (i) any damaged or mutilated Note is surrendered to the Trustee, or the Issuer and the Trustee receive evidence of the destruction, loss, or theft of any Note, and (ii) there is delivered to the Issuer and the Trustee such security or indemnity as may reasonably be required by them to save each of them harmless (provided, however, that if the Holder of the surrendered Note is an Institutional

Investor, such Holder's unsecured agreement to indemnify the Trustee and the Issuer in a form reasonably acceptable to the Trustee and the Issuer shall be a sufficient indemnity for this purpose), the Issuer shall execute and the Trustee shall authenticate and deliver, in exchange for or in lieu of any such mutilated, damaged, destroyed, lost, or stolen Note, a new Note of the same tenor and principal amount, bearing a number and such other identifying mark not contemporaneously outstanding. If any such mutilated, damaged, destroyed, lost, or stolen Note shall have become or shall be about to become due and payable, instead of issuing a new Note, the Issuer may pay such Note without surrender thereof, except that any damaged or mutilated Note shall be surrendered.

Upon the issuance of any new Note under this Section 2.7, the Issuer or the Trustee may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto.

Every new Note issued pursuant to this Section 2.7 in lieu of any mutilated, damaged, destroyed, lost, or stolen Note shall constitute an original additional contractual obligation of the Issuer whether or not the mutilated, damaged, destroyed, lost, or stolen Note shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Indenture equally and proportionately with any and all other Notes duly issued hereunder.

Section 2.8. Payment of Principal and Interest; Principal and Interest Rights Preserved.

(a) (i) The Notes shall accrue interest during each Interest Accrual Period at the Interest Rate specified in Section 2.3. Interest and principal shall be payable on the Notes, and deposits to the Administrative Expenses Account, Sinking Fund Account and Equity Collection Account shall be made pursuant to the Notes, all as provided in the Notes, in the forms attached hereto as Exhibits A-1 and A-2.

(ii) Unless the unpaid principal of the Notes becomes due and payable at an earlier date by acceleration, by reason of an Early Termination or otherwise, principal shall be payable on the Year Nine Installment Payment Date and upon the Stated Maturity as further provided in the Notes.

(iii) All payments of principal on the Notes shall be allocated on a pro rata basis among all Outstanding Notes, without preference or priority of any kind.

(b) Principal, premium (if any), and interest on each Note shall be payable by wire transfer of immediately available funds to a United States dollar account maintained by the Holder of such Note at a Depository Institution in the United States of America as reflected on the Note Register if the Noteholder has so notified the Trustee by the related Regular Record Date and is the owner of Notes in an aggregate principal amount of at least \$5,000,000, and otherwise by check mailed to the Noteholder by first-class mail, postage prepaid at its address as it appears on the Note. Interest on each Note shall be paid by the Trustee from amounts available therefor in the Collection Account as provided in Section 10.1 below. A portion of the principal payments due upon the Early Termination of a Property, Potential Construction Unit or Potential Additional Unit shall be paid from amounts available therefor in the Sinking Fund Account as provided in Section 9.2(b) below. Principal payments on each Note on the Year Nine Installment Payment Date shall be paid by the Trustee from amounts available therefor in the Sinking Fund Account as provided in Section 9.2(b). In the case of the Maturity of a Note, the Trustee shall, in the name and at the expense of the Issuer, notify the Noteholder entitled thereto at its address as it appears on the Note Register that such Note is to be paid in full. Such notice shall be mailed as soon as practicable, and in any event no later than the tenth day prior to the Maturity of such Note. Each Noteholder that does not surrender any Note to the Trustee for payment and cancellation upon the Maturity of such Note shall, nevertheless, be entitled to payment of such Note, but such Noteholder shall be deemed to have agreed to indemnify the Trustee and the Issuer and to save each of them harmless from any claim, loss, or cost arising out of the nonsurrender of such Note.

(c) The Holders as of the Regular Record Date in respect of a Payment Date shall be entitled to the interest accrued and payable and principal and premium (if any) payable on such Payment Date. Payments of principal and premium (if any) to such Holders shall be made in the proportion that the unpaid principal balance of the Notes registered in the name of each such Holder on such Regular Record Date bears to the aggregate unpaid principal amount of all Notes Outstanding on such Regular Record Date.

(d) Interest with respect to any Note shall be computed on the basis of a 360-day year consisting of 12 months of 30 days each and the actual number of days elapsed.

(e) In the case where the date of any Payment Date, Stated Maturity, or any other date for the payment of the principal of, or premium or interest on, any Note shall not be a Business Day, then payment need not be made on such date, but shall be made on the next succeeding Business Day with the same force and effect as if made on the date of any such Payment Date, Stated Maturity, or other date for the payment of the principal of, or premium or interest on, such Note, as the case may be, and no additional interest shall accrue on such payment for any period as a result of such payment being made on the next succeeding Business Day.

(f) Subject to the foregoing provisions of this Section 2.8, each Note delivered under this Indenture and upon registration of transfer of or in exchange for or in lieu of any other Note shall carry the rights to unpaid interest, premium (if any), and principal that were carried by such other Note.

Section 2.9. Prepayment.

The Notes shall not be prepayable except in connection with (a) an Early Termination on or after the fifth anniversary of the Closing Date as provided in Section 11.19 and (b) Lessee's exercise of the Year Nine Option or making of the Year Nine Offer, in each case as provided in the applicable CRC Lease and in the Notes.

Section 2.10. Persons Deemed Owners.

Prior to due presentment for registration of transfer of any Note, the Issuer, the Trustee, and any agent of the Issuer or of the Trustee shall treat the Person in whose name any Note is registered as the owner of such Note for the purpose of receiving payments of principal of and premium, if any, and interest on such Note and for all other purposes whatsoever (whether or not such Note is overdue), and neither the Issuer nor the Trustee nor any agent of the Issuer or the Trustee shall be affected by notice to the contrary.

Section 2.11. Cancellation.

All Notes surrendered for payment or registration of transfer or exchange or deemed lost or stolen, shall, if surrendered to any Person other than the Trustee, be

delivered to the Trustee and shall be promptly canceled by it; provided, however, that any Note delivered to the Trustee for payment shall be canceled by the Trustee only if such Note is paid. No Notes shall be authenticated in lieu of or in exchange for any Notes canceled as provided in this Section 2.11, except as expressly permitted by this Indenture. All canceled Notes held by the Trustee shall be destroyed in accordance with its customary procedure.

Section 2.12. Non-recourse.

(a) Subject to the provisions of this Section 2.12, neither the Trustee nor the Holders of the Notes shall seek or obtain judgment against the Issuer or any of the Issuer's officers, directors, shareholders or employees for payment of principal or interest under the Notes, or any sums payable under this Indenture, and the sole recourse of the Trustee and the Holders of the Notes against the Issuer for any default in the payment of such principal or interest or other sums shall be limited to the Trust Estate.

(b) The limitation on recourse set forth in this Section 2.12 shall be deemed void as against the Issuer and shall have no force or effect as against the Issuer if the Issuer should attempt to materially delay any foreclosure by the Trustee against the Trust Estate, or if the Issuer or any other person described above should claim that any Note or this Indenture or any Mortgage Note Document is invalid or unenforceable to an extent that would preclude any such foreclosure.

(c) The limitation on recourse set forth in this Section 2.12 shall not prejudice the rights of the Trustee or any Noteholder to:

(i) name the Issuer as a party defendant in any action, proceeding, reference or arbitration subject to the limitations of this Section 2.12;

(ii) exercise remedies such as foreclosure against or sale of any of the Trust Estate or obtain the appointment of a receiver, or enforce the Assignment of Leases (as defined in the CRC Mortgages);

(iii) collect or recover all Rents, Profits and Proceeds (as defined in the CRC Mortgages) and all Insurance and Condemnation Proceeds.

(d) The limitation on recourse set forth in this Section 2.12 does not affect the rights of the Trustee or any Noteholder to recover from the Issuer any expenses, damages or costs, including attorneys' fees and expenses (including the allocated costs for services of in-house counsel), which the Trustee or any Noteholder may incur because of the Issuer's fraud, willful misrepresentation, waste, misappropriation of Rents, Profits and Proceeds or intentional damage of or to any of the Trust Estate;

(e) Nothing contained in this Section 2.12 shall limit in any way any liability or obligations of Foodmaker under the CRC Leases or of CRC-I or CRC-II under the CRC-I Guaranty and the CRC-II Guaranty, respectively.

(f) Nothing contained in this Section 2.12 shall limit in any way any liability or obligations of CRC-I, CRC-II or Foodmaker under Section 1.09 or 1.18 of the Mortgages; provided, however, that no partner in CRC-I or CRC-II shall have personal liability for the repayment of the indebtedness evidenced by the CRC Notes.

(g) Nothing contained in this Section 2.12 shall impair the validity of any Note or this Indenture or any lien or security interest which it may create or perfect or the rights of Trustee to receive all Rents, Profits and Proceeds following an Event of Default.

ARTICLE THREE

DELIVERY OF NOTES AND DISTRIBUTION OF PROCEEDS

Section 3.1. General Provisions.

On the Closing Date, the Notes to be issued on the Closing Date in accordance with the Note Purchase Agreement shall be executed by the Issuer and thereafter delivered to the Trustee for authentication and thereupon the same shall be authenticated and delivered by the Trustee upon Issuer Request, and upon compliance with the conditions of Section 3.2, and upon receipt or execution by the Trustee and upon receipt by the Noteholders (if addressed to them) of the following:

(a) One or more Officer's Certificates (i) evidencing the authorization of the execution, authentication and delivery of this Indenture and such Notes by the Issuer and specifying the Stated Maturity, the principal amounts and the Interest Rates of each of the

Notes to be authenticated and delivered; and (ii) certifying that (A) the copy of the Issuer's charter documents, bylaws and resolutions of the Issuer's board of directors attached thereto authorizing the execution, delivery and performance of the foregoing agreements and the Issuer's obligations thereunder, and designating the officers authorized to execute and deliver such documents is a true and complete copy thereof; (B) such charter documents, bylaws and resolutions have not been amended or rescinded and are in full force and effect; and (C) the officers authorized to execute and deliver such documents hold the offices and have the signatures indicated therein;

(b) An Opinion or Opinions of Independent Counsel to the Issuer substantially in the form of Exhibit B attached hereto, addressed to the Trustee, the Noteholders and their respective counsel. In rendering such opinion such counsel may rely as to matters of fact on Officer's Certificates, certificates and records of public officials, certificates of the Trustee, and such other certificates and records as such counsel deems necessary and reasonable;

(c) An Officer's Certificate stating that (i) the Issuer is not in Default under this Indenture and no Event of Default has occurred; (ii) that the issuance of the Notes applied for will not result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any indenture or other agreement or instrument to which the Issuer is a party or by which the Issuer is bound, or any order of any court or administrative agency entered in any Proceeding to which the Issuer is a party or by which the Issuer is bound or to which the Issuer may be subject; and (iii) that all conditions precedent provided in this Indenture relating to the authentication and delivery of the Notes applied for have been complied with;

(d) An executed counterpart of this Indenture;

(e) Evidence that the Administrative Expenses Account, Closing Costs Account, Collection Account, Construction Account (and the Additional Unit Acquisition Account as a subaccount thereof), Sinking Fund Account and Equity Collection Account have been created in accordance with the terms of this Indenture and, if required on the Closing Date, funded in accordance with the provisions hereof. Evidence that all Closing Costs have been paid by the Lessee (to the extent not paid from funds deposited in the Closing Costs Account);

(f) A certificate signed by a Responsible Officer of the Trustee, certifying the specimen signature and

incumbency of the officers of the Trustee authorized to execute this Indenture and the Trustee's certificate of authentication on the Notes;

(g) A letter from each of the Rating Agencies to the effect that the Notes have been rated not lower than the Required Rating, and that such rating is in full force and effect on the Closing Date;

(h) The Registration Rights Agreement and the Note Purchase Agreement; and

(i) Such other documents as the Trustee and the Noteholders may reasonably require.

Section 3.2. Collateral Support.

On the Closing Date, the Notes shall be executed by the Issuer and thereafter delivered to the Trustee for authentication and thereupon the same shall be authenticated and delivered by the Trustee upon Issuer Request, and upon compliance with the conditions of Section 3.1, and upon receipt by the Trustee of the following:

(a) The Grant of all of the Issuer's right, title and interest in and to the CRC-I Note and the related Mortgage Note Documents, including all right to receive interest and principal on or with respect thereto.

In connection with such Grant, the Issuer shall deliver to, and deposit with, or cause to be delivered to and deposited with, the Trustee the following documents, instruments or items, each duly executed, endorsed and acknowledged (where required) by each of the parties thereto (as applicable), and each in form and substance satisfactory to the Noteholders' Counsel:

(i) the original CRC-I Note in the form attached hereto as Exhibit C-1, endorsed by the Issuer to the order of the Trustee in the following form: "PAY TO THE ORDER OF State Street Bank and Trust Company, as Trustee for the Noteholders under the certain Indenture, dated as of December 15, 1993, between FM 1993A Corp. and said Trustee, and without recourse except as provided in the Indenture and the documents delivered thereunder, as collateral for the obligations of FM 1993A CORP. under said Indenture";

(ii) the original CRC-II Note in the form attached hereto as Exhibit C-2, endorsed by the

Issuer to the order of the Trustee in the following form: "PAY TO THE ORDER OF State Street Bank and Trust Company, as Trustee for the Noteholders under the certain Indenture, dated as of December 15, 1993, between FM 1993A Corp. and said Trustee, and without recourse except as provided in the Indenture and the documents delivered thereunder, as collateral for the obligations of FM 1993A CORP. under said Indenture";

(iii) the original CRC-I Mortgage executed by CRC-I with respect to each of the Existing Assets listed on the attached Schedule A-1, with the collateral assignment thereof and of the related Mortgage Note Documents from the Issuer to the Trustee, in the forms attached hereto as Exhibit D-1;

(iv) the original CRC-II Mortgage executed by CRC-II with respect to each of the Construction Units listed on the attached Schedule A-2, with the collateral assignment thereof and of the related Mortgage Note Documents from the Issuer to the Trustee, in the forms attached hereto as Exhibit D-2;

(v) the original Foodmaker Mortgage executed by the Lessee with respect to each of the Existing Assets listed on the attached Schedule A-1 and each of the Construction Units listed on the attached Schedule A-2, with the collateral assignment thereof and of the related Mortgage Note Documents from the Issuer to the Trustee, in the forms attached hereto as Exhibits D-3 and D-4, respectively;

(vi) all duplicate originals of the CRC-I Lease Assignment executed by CRC-I with respect to the Existing Assets listed on the attached Schedule A-1, with the consent thereto by the Lessee, in the forms attached hereto as Exhibit E-1;

(vii) all duplicate originals of the CRC-II Lease Assignment executed by CRC-II with respect to the Construction Units listed on the attached Schedule A-2, with the consent thereto by the Lessee, in the forms attached hereto as Exhibit E-2;

(viii) Uniform Commercial Code financing statements on Form UCC-1 with respect to the Existing Assets listed on the attached Schedule A-1 naming each of CRC-I and the Lessee, respectively, as debtor, the Issuer, as secured party and the Trustee, as assignee;

(ix) Uniform Commercial Code financing statements on form UCC-1 with respect to the Construction Units listed on the attached Schedule A-2 naming each of CRC-II and the Lessee, respectively, as debtor, the Issuer, as secured party and the Trustee, as assignee;

(x) the original Deposit Accounts Security Agreements executed by each of CRC-I and CRC-II in the forms of Exhibits F-1 and F-2, respectively;

(xi) Uniform Commercial Code financing statement on Form UCC-1 naming the Issuer, as debtor, and the Trustee, as secured party, with respect to the CRC-I Note and the related Mortgage Note Documents;

(xii) the original of each CRC Lease (which shall be the sole original thereof and which together with the original of any amendments thereto permitted under the Mortgage Note Documents shall be delivered to the Trustee on the Closing Date and held by the Trustee at all times during the term hereof) and the original recorded Short-Form Master Lease, Notice of Non-Responsibility and Subordination and Recognition Agreement for each Existing Asset listed on the attached Schedule A-1 and each Construction Unit listed on the attached Schedules A-2;

(xiii) the Insurance Policies or certificates (which may be blanket certificates) evidencing the Insurance Policies with respect to each of the Existing Assets listed on the attached Schedule A-1 and each of the Construction Units listed on the attached Schedule A-2;

(xiv) the original Title Policies or commitments therefor for each of the Existing Assets listed on the attached Schedule A-1 and each of the Construction Units listed on the attached Schedule A-2;

(xv) a copy of any survey used in connection with the issuance of such Title Policies;

(xvi) a copy of a "Phase I" environmental report concerning each such Property, to the extent in the Lessee's or CRC-I's or CRC-II's possession;

(xvii) the original CRC-I Guaranty in the form attached hereto as Exhibit G-1;

(xviii) the original CRC-II Guaranty in the form attached hereto as Exhibit G-2;

(xix) an original Officer's Certificate executed by an Authorized Officer of the Lessee in the form attached hereto as Exhibit H; and

(xx) Opinions of Independent Counsel dated the Closing Date, addressed to the Trustee and the Noteholders (including opinions of special New York counsel and local counsel in each state in which a Property is located), in the forms attached hereto as Exhibits B, and I-1 through I-4 with respect to, among other things, the due authorization, execution and enforceability by and against each of the Lessee, CRC-I, CRC-II and the Issuer of each of the documents referred to in this Section to which such entity is a party, which opinions may include customary assumptions, limitations, qualifications and exclusions.

All such Security Documents and other documents and assignments thereof delivered to the Trustee shall, as applicable, be in appropriate form for filing or recording and shall be duly filed or recorded in the offices where such filing or recording is required in the state where the relevant Property is located; provided that the Trustee shall not be required to determine whether any document is in recordable form or see to the filing or recording of any document. With respect to the original Security Documents or any other document set forth in the foregoing clauses (i) through (xx) or any assignments thereof to the Trustee, that requires filing or recordation, the Issuer hereby represents and warrants that such original Security Document or other document or assignment thereof has been delivered to the title company issuing the Title Policies for filing or recordation, as the case may be. In all such instances, the Issuer shall deliver the original Security Document or other document or assignment thereof to the Trustee, with evidence of filing or recording, as the case may be, indicated thereon, within 60 days after the Closing Date.

All filing and recording required pursuant to this Section 3.2 shall be accomplished at the expense of the Issuer. The Issuer shall pay or shall cause the Lessee to pay all Closing Costs incurred in connection with the closing hereunder.

The closing with respect to each of the Existing Assets listed on the attached Exhibit A-1 and each of the Construction Units listed on the attached Exhibit A-2 shall occur simultaneously.

(b) An Officer's Certificate of the Issuer, dated as of the Closing Date, to the effect that, in the case of the CRC Notes and each other item Granted as part of the Trust Estate, immediately prior to the delivery thereof on the Closing Date with respect to paragraphs (i) through (v) of this Subsection 3.2(b) and contemporaneous with the delivery thereof with respect to paragraph (v) of this Subsection 3.2(b):

(i) the Issuer is the owner of the CRC Notes and holder of the rights under each item Granted as part of the Trust Estate, as applicable, in each case free and clear of any liens, claims or encumbrances of any kind;

(ii) the Issuer has acquired its ownership in the CRC Notes and such other items Granted as part of the Trust Estate in good faith without notice of any adverse claim;

(iii) the Issuer has not assigned, pledged or otherwise encumbered any interest in the CRC Notes or any other items Granted as part of the Trust Estate;

(iv) the Issuer has full right to Grant the CRC Notes and such other items Granted as part of the Trust Estate to the Trustee;

(v) the Trustee shall have a valid, perfected first priority security interest in the Trust Estate for the benefit of the Noteholders hereunder.

(c) The Trustee shall have delivered to the Issuer (with a copy to the Lessee at its address set forth in the CRC Leases) the Trustee's Closing Date Collateral Receipt dated as of the Closing Date confirming the Trustee's receipt of the CRC-I Note and the CRC-II Note and the related Mortgage Note Documents which have been delivered to

it and such other information specified therein in the form of Exhibit J-1 attached hereto. The Trustee shall also deliver the following Trustee's Collateral Receipts to the Issuer (with a copy to the Lessee at its address set forth in the CRC Leases):

(i) the Trustee's Interim Collateral Receipt, dated as of the date 30 days from the Closing Date, in the form of Exhibit J-2 attached hereto;

(ii) if the Trustee cannot certify in the Trustee's Interim Collateral Receipt that it has received all documents listed therein, the Trustee's Final Collateral Receipt, dated as of the date on which the Trustee receives or has received all such documents, in the form of Exhibit J-3 attached hereto.

In delivering any such Collateral Receipt, the Trustee shall bear no responsibility for determining the due execution and the genuineness of any signature on the documents which it has received. It is understood that the scope of the Trustee's receipt with respect to the Notes and related Mortgage Note Documents and other information specified in the Collateral Receipts is to confirm that documents purported to be those described on such Receipts have been delivered to it, and the Trustee shall bear no responsibility for determining whether such insurance policies as are delivered to it meet the definition thereof provided herein or to see to it that all required insurance policies are delivered to it; nor shall the Trustee bear any responsibility for determining whether the Security Documents and other documents and assignments thereof delivered to it create a valid, first priority lien.

Section 3.3. Intentionally Omitted.

Section 3.4. Distribution of Proceeds of Notes.

The Issuer will use the proceeds of the Notes on the Closing Date to purchase the CRC-I Note and the CRC-II Note from CRC-I and CRC-II, respectively, pursuant to the CRC-I Note Purchase Agreement and the CRC-II Note Purchase Agreement, respectively, as follows:

(a) CRC-I Note Purchase. The Issuer has agreed to purchase the CRC-I Note from CRC-I for the purchase price set forth in the CRC-I Note Purchase Agreement (the "CRC-I Note Purchase Price"), which purchase price shall be deposited with the Trustee and disbursed in full on the Closing Date as follows:

(i) The Issuer and CRC-I hereby direct and authorize the Trustee to disburse \$22,683,100 of the CRC-I Note Purchase Price, on behalf of CRC-I, to the Lessee on the Closing Date to finance the purchase by CRC-I of an estate for years in each of the Existing Assets listed on the attached Schedule A-1 from the Lessee, through the escrow established with the title company issuing the Title Policies or as the Lessee may otherwise direct in writing.

(ii) CRC-I and the Issuer hereby direct and authorize the Trustee to deposit and hold proceeds of the CRC-I Note Purchase Price, in the amount of \$1,069,154, in the Closing Costs Account in accordance with Section 9.6(a), and to release funds deposited in the Closing Costs Account, from time to time to pay Closing Costs in accordance with Section 9.6(a).

(iii) The Issuer and CRC-I hereby direct and authorize the Trustee to deposit and hold the remaining balance of the CRC-I Note Purchase Price, in the amount of \$5,950,000 in the Additional Unit Acquisition Account, and to release funds deposited therein from time to time as a Potential Additional Unit(s) listed on the attached Schedule A-3 is subjected to the CRC-I Lease, as provided in Section 9.5. hereof

Notwithstanding that such disbursements of the CRC-I Note Purchase Price shall be made directly by the Trustee to the Lessee or deposited in the Closing Costs Account or the Additional Unit Acquisition Account and released in accordance with Section 9.6(a) or 9.5, as applicable, such disbursements shall be deemed to be paid by the Issuer to CRC-I under the CRC-I Note Purchase Agreement on the Closing Date and interest shall accrue and be payable by CRC-I on the full principal amount of the CRC-I Note at the rate and as otherwise provided in the CRC-I Note commencing on the Closing Date.

(b) CRC-II Note Purchase. The Issuer has agreed to purchase the CRC-II Note from CRC-II for the purchase price set forth in the CRC-II Note Purchase Agreement (the "CRC-II Note Purchase Price"), which purchase price shall be deposited with the Trustee and disbursed in full on the Closing Date, as follows:

(i) The Issuer and CRC-II hereby direct and authorize the Trustee to disburse \$15,671,050 of the CRC-II Note Purchase Price, on behalf of CRC-II, to the Lessee on the Closing Date to finance the purchase by CRC-II of an estate for years in each of the

Construction Units listed on the attached Schedule A-2 from the Lessee, together with the construction of a Jack In The Box Restaurant on each such Property (as applicable) by the Lessee in accordance with the terms of the CRC-II Lease, through the escrow established with the title company issuing the applicable Title Policies or as the Lessee may otherwise direct in writing.

(ii) CRC-II and the Issuer hereby direct and authorize the Trustee to deposit and hold proceeds of the CRC-II Note Purchase Price, in the amount of \$1,411,241, in the Closing Costs Account in accordance with Section 9.6(a), and to release funds deposited in the Closing Costs Account, from time to time to pay Closing Costs in accordance with Section 9.6(a).

(iii) CRC-II and the Issuer further hereby direct and authorize the Trustee to deposit and hold the remaining balance of the CRC-II Note Purchase Price, in the amount of \$22,123,455, in the Construction Account in accordance with Section 9.4, and to release funds deposited in the Construction Account, from time to time, on behalf of CRC-II, directly to the Lessee as the Lessee acquires each of the Potential Construction Units listed on the attached Schedule B and CRC-II acquires an estate for years in each such Property from the Lessee, and otherwise in accordance with the terms and conditions set forth in Section 9.5.

Notwithstanding that such disbursements of the CRC-II Note Purchase Price shall be made directly by the Trustee to the Lessee or deposited in the Closing Costs Account or the Construction Account and that such funds may from time to time be released directly by the Trustee to the Lessee in accordance with Sections 9.4 and 9.5 and 9.6(a), as applicable, such amounts shall be deemed to be paid by the Issuer to CRC-II under the CRC-II Note Purchase Agreement on the Closing Date and interest shall accrue and be payable by CRC-II on the full principal amount of the CRC-II Note at the rate and as otherwise provided in the CRC-II Note commencing on the Closing Date.

The Trustee shall have no responsibility to confirm that the proceeds of the Notes are used for the purposes specified herein.

ARTICLE FOUR

SATISFACTION AND DISCHARGE

Section 4.1. Satisfaction and Discharge of Indenture.

Provided no Default or Event of Default has occurred and is continuing hereunder, this Indenture shall cease to be of further effect and the liens Granted hereunder shall cease and the Issuer shall be relieved of all obligations hereunder, except as to (i) rights of registration of transfer and exchange, (ii) substitution of mutilated, destroyed, lost or stolen Notes, (iii) the rights of Noteholders to receive payments of principal and interest, (iv) the rights, obligations and immunities of the Trustee hereunder, and (v) the rights of Noteholders as beneficiaries hereof with respect to the property deposited with the Trustee and payable to all or any of them, and the Trustee, on demand of and at the expense of the Issuer, shall execute proper instruments acknowledging satisfaction and discharge of this Indenture (except as limited above), when:

(1) all Notes theretofore authenticated and delivered (other than (i) Notes which have been mutilated, damaged, destroyed, lost or stolen and which have been paid or replaced as provided in Section 2.7 or upon payment in full as provided in Subsection 2.8(c), and (ii) Notes for whose payment money has theretofore been deposited in trust and thereafter repaid to the Issuer or discharged from such trust, as provided in Section 4.2), have been paid in full;

(2) the Issuer has paid or caused to be paid in full all other sums payable hereunder; and

(3) the Issuer has delivered to the Trustee an Officer's certificate and Opinion of Counsel stating that all conditions precedent herein provided for relating to the satisfaction and discharge of this Indenture with respect to the Notes have been complied with.

Section 4.2. Application of Trust Money.

All monies deposited with the Trustee pursuant to Section 4.1 shall be held in trust and applied by it, in accordance with the provisions of the Notes and this Indenture, including, without limitation, Section 10.1 or 5.8, as the case may be, to the payment to the Persons entitled thereto, of the principal and interest, for whose payment such money has been deposited with the Trustee. Such money shall be held in a segregated trust account in

the trust department of the Trustee identified as being held in trust by the Trustee for the benefit of the Noteholders.

ARTICLE FIVE

EVENTS OF DEFAULT; REMEDIES

Section 5.1. Events of Default.

"Event of Default" wherever used herein, means any one of the following events (whatever the reason for such Event of Default and irrespective of whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree, or order of any court or any order, rule, or regulation of any administrative or governmental body):

(a) any CRC Lease Event of Default or Mortgage Event of Default shall have occurred and be continuing;

(b) failure to pay any interest, premium or principal on any Note or to make any deposit required under the Notes to be made to the Sinking Fund Account or the Administrative Expenses Account, when due and payable;

(c) default in the performance, or breach of any term, provision, covenant, obligation or agreement of the Issuer in Sections 7.8, 7.10, 7.11, 7.12, 7.13, 7.14, 7.15 or 7.24;

(d) default in the performance, or breach, of any term, provision, covenant, obligation, or agreement of the Issuer in this Indenture (other than a covenant, a default in the performance of which or breach of which is specifically dealt with elsewhere in this Section), and such default or breach shall continue for a period of 30 days from the earlier of (a) actual knowledge thereof by any Responsible Issuer Officer or (b) written notice thereof to the Issuer by the Trustee or to the Issuer and the Trustee by any Noteholder;

(e) if any representation, warranty or certification made by or on behalf of the Issuer herein or pursuant hereto or by the Issuer in or pursuant to any other document entered into by the Issuer or in connection with any of the transactions contemplated hereby or thereby shall prove to have been false or incorrect on the date as of which made and such breach

remains uncured 30 days after notice thereof has been given to the Issuer or after the expiration of any reasonable and necessary extension (which shall not be for more than 90 days) given by the Trustee for those misrepresentations which by their nature cannot be cured in 30 days and which Issuer is diligently proceeding to cure;

(f) if (i) the Issuer, CRC-I, CRC-II, Foodmaker or any General Partner (A) shall institute (by petition, application, written admission, written consent or otherwise in writing) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debts, dissolution, liquidation, or similar proceedings, or (B) shall be adjudicated a bankrupt or become insolvent or (C) shall make an assignment for the benefit of its creditors or (D) shall admit in writing its inability to pay its debts generally as they become due, or (E) shall be dissolved or (F) shall suspend payment of its obligations or (G) shall take any corporate action in furtherance of any of the foregoing; or

(ii) any bankruptcy, insolvency, reorganization, arrangement, readjustment, readjustment of debt, dissolution, liquidation or similar proceedings shall be instituted (by petition, application or otherwise) against the Issuer, CRC-I, CRC-II, Foodmaker or any General Partner and (A) such entity shall consent to the institution thereof, or (B) such proceedings shall not be discharged or denied within sixty (60) days after the institution thereof; or

(iii) a receiver, trustee or liquidator (or other similar official) shall be appointed for or take possession or charge of the Issuer, CRC-I, CRC-II, Foodmaker or any General Partner or of any such entity's estate or interest in any Property or of all or a substantial part of any such entity's other property (if any), and shall not be discharged within sixty (60) days thereafter, or if any such entity shall apply for consent to or acquiesce in such appointment, or

(g) default by any party under the Registration Rights Agreement.

Upon the occurrence of a Default, the Issuer shall promptly notify the Trustee thereof in writing. Upon receipt of such notification from the Issuer or if a Responsible Officer of the Trustee has actual knowledge of the occurrence of a Default, the Trustee shall promptly notify the Noteholders and, if any of the Notes are then

rated by the Rating Agencies, the Rating Agencies, in writing of the occurrence of such Default.

Section 5.2. Acceleration of Maturity, Foreclosure Events, Rescission and Annulment.

If an Event of Default occurs and is continuing, then and in every such case the Majority Noteholders may declare the principal of all the Notes to be immediately due and payable, by a notice in writing to the Issuer and to the Trustee, and upon any such declaration such principal, together with interest accrued thereon and any premium payable in connection therewith, shall become immediately due and payable; provided that if an Event of Default specified in Subsection 5.1(f) occurs, then such principal, together with interest accrued thereon and any premium payable in connection therewith shall become immediately due and payable without any such declaration, demand, presentment or notice or any other action (all of which are waived) and references in this Indenture to "declaration of acceleration" shall include such automatic acceleration.

At any time after such a declaration of acceleration of Maturity has been made and before a judgment or decree for payment of the money due has been obtained by the Trustee as provided in this Article Five, the Majority Noteholders, by written notice to the Issuer and the Trustee, may rescind and annul such declaration and the consequences thereof if:

(a) the Issuer has paid or irrevocably deposited with the Trustee on behalf of the Noteholders a sum sufficient to pay:

(i) all overdue installments of interest, premium, if any, and principal on all Notes;

(ii) all sums paid or advanced by the Trustee hereunder and the reasonable compensation, expenses, disbursements, and advances, if any, of the Trustee and its agents and counsel; and

(iii) all sums payable to Noteholders pursuant to Section 5.14(c), Section 7.1, and Section 8.1 and the reasonable compensation, expenses, disbursements, and advances of their counsel; and

(b) all Events of Default, other than the non-payment of the interest on or principal of Notes that have become due solely by such acceleration, have been cured or waived as provided in Section 5.15.

No such rescission shall affect any subsequent Default or impair any right consequent thereto.

Section 5.3. Collection of Indebtedness and Suits for Enforcement by Trustee.

The Issuer covenants that, if Default is made in the payment of any principal of or interest on or any deposit required under any Note, the Issuer will, upon demand of the Trustee, pay to the Trustee, for the benefit of the Holder of such Note, the whole amount then due and payable on such Note for principal, interest and any premium and, in addition thereto, such further amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, disbursements, and advances of the Trustee and its agents and counsel, and all sums, if any, payable to Noteholders pursuant to Section 5.14(c), Section 7.1, and Section 8.1 and the reasonable compensation, expenses, disbursements, and advances of their counsel and any Administrative Expenses incurred by the Trustee or by the Noteholders in connection therewith.

Subject to the provisions of Section 2.12 hereof, if the Issuer fails to pay such amounts forthwith upon such demand, the Trustee, in its own name and as trustee of an express trust, may institute a Proceeding for the collection of the sums so due and unpaid, and may prosecute such Proceeding to judgment or final decree, and may enforce the same against the Issuer or any other obligor upon the Notes and collect the monies adjudged or decreed to be payable in the manner provided by law and out of the Trust Estate.

If an Event of Default occurs and is continuing, subject to Section 5.14, the Trustee may in its discretion proceed to protect and enforce its rights and the rights of the Noteholders by such appropriate Proceedings as the Trustee shall deem most effectual or as directed by the Majority Noteholders to protect and enforce any such rights whether for the specific enforcement of any covenant or agreement in this Indenture or in aid of the exercise of any power granted herein, or to enforce any other proper remedy or legal or equitable right vested in the Trustee by this Indenture or by law.

The Issuer shall reimburse and indemnify the Trustee for any expenses incurred in connection with any such Proceeding as provided in Section 6.7.

Section 5.4. Remedies.

(a) If the Notes have been declared, or have become, due and payable and such declaration and its consequences have not been rescinded and annulled, the Trustee may, after notice to the Noteholders, and shall, upon direction by the Majority Noteholders subject to Section 6.1(b)(iv), do one or more of the following:

(i) institute Proceedings for the collection of all amounts then payable on the Notes or under this Indenture, whether by acceleration or otherwise, enforce any judgment obtained, and collect from the Trust Estate monies adjudged due;

(ii) sell all or any portion of the Trust Estate or rights or interest therein, at one or more public or private sales called and conducted in any manner permitted by applicable law and in accordance with Section 5.18 hereof;

(iii) institute Proceedings from time to time for the complete or partial foreclosure of this Indenture with respect to the Trust Estate;

(iv) exercise any remedies of a secured party under the UCC (whether or not said UCC is in effect in the jurisdiction where the rights and remedies are asserted) and such additional rights and remedies to which a secured party is entitled under the laws in effect in any jurisdiction where any rights and remedies hereunder may be asserted, including, without limitation, the right, to the maximum extent permitted by law, to exercise all voting, consensual and other powers of ownership pertaining to the Trust Estate as if the Trustee were the sole and absolute owner thereof (and the Issuer agrees to take all such action as may be appropriate to give effect to such right), and take any other appropriate action that may be available at law or in equity or pursuant to any Mortgage Note Document or other agreement to protect and enforce the rights and remedies of the Notes or the Holders of the Notes;

(v) institute Proceedings from time to time for the enforcement of the CRC Leases;

(vi) institute Proceedings from time to time for the enforcement of the CRC-I Guaranty and/or the CRC-II Guaranty, enforce any judgment obtained, and collect all amounts payable thereunder; or

(vii) exercise any other rights and remedies that may be available hereunder or under any of the Mortgage Note Documents or at law or in equity.

(b) Notwithstanding the foregoing or anything to the contrary contained herein, unless and until a CRC Lease Event of Default or Mortgage Event of Default under any of the Foodmaker Mortgages shall have occurred and be continuing, no such remedies shall be available with respect to or exercisable against Foodmaker's interest in any Mortgaged Property encumbered by any of the Foodmaker Mortgages.

(c) Upon any sale, whether made under the power of sale hereby given or by virtue of judicial proceedings, any Noteholder or Noteholders may bid for and purchase the Trust Estate or any part thereof and, upon compliance with the terms of sale, may hold, retain, possess or dispose of such property in its or their own absolute right without accountability; and any purchaser at any such sale may, in paying the purchase money, turn in any of the Notes in lieu of cash to the extent of the amount which shall, upon distribution of the net proceeds of such sale, be payable thereon. Said Notes, in the event that the amounts so payable thereon shall be less than the amount due thereon, shall be returned to the Holders thereof after being properly stamped to show partial payment.

Upon any sale, whether made under the power of sale hereby given or by virtue of judicial proceedings, the receipt of the Trustee, or of the officer making a sale under judicial proceedings, shall be a sufficient discharge to the purchaser or purchasers at such sale for its or their purchase money, and such purchaser or purchasers shall not be obliged to see to the application thereof.

Any such sale, whether under any power of sale hereby given or by virtue of judicial proceedings, shall bind the Issuer, the Trustee and the Noteholders, shall operate to divest all right, title and interest whatsoever, either at law or in equity, of each of them in and to the property sold, and shall be a perpetual bar, both at law and in equity, against each of them and their successors and assigns, and against any and all Persons claiming through or under them.

(d) The Trustee shall give notice to the Issuer of any sale of all or a portion of the Trust Estate pursuant to this Section 5.4 in accordance with the requirements of applicable law.

Section 5.5. Optional Preservation of Trust Estate.

(a) If an Event of Default shall have occurred and be continuing and so long as no declaration of acceleration has occurred which has not been rescinded, the Trustee shall retain the Trust Estate securing the Notes intact, receive the proceeds thereof and make and apply all such receipts in respect of the Notes in accordance with the provisions of Section 5.8 or 10.1 (as applicable).

So long as such Event of Default is continuing, any such retention of all or any portion of the Trust Estate pursuant to this Subsection 5.5(a) may be rescinded at any time and from time to time by written notice from the Majority Noteholders to the Trustee and the Issuer directing the Trustee to liquidate or sell all or any portion of the Trust Estate.

(b) Nothing contained in Subsection 5.5(a) shall be construed to require the Trustee to preserve the Trust Estate securing the Notes if prohibited by applicable law or if an Event of Default has occurred and the Trustee is directed to liquidate or sell all or any portion of the Trust Estate by the Majority Noteholders.

Section 5.6. Trustee May File Proofs of Claim.

In case there shall be pending Proceedings relating to the Issuer under the Bankruptcy Code or any other applicable federal or state bankruptcy, insolvency, or other similar law, or in case a receiver, assignee, trustee in bankruptcy or reorganization, liquidator, sequestrator, or similar official shall have been appointed for or taken possession of the Issuer or its property, or in case of any other comparable proceedings relating to the Issuer upon the Notes, or the creditors or property of the Issuer, the Trustee, regardless of whether the principal of any Notes shall then be due and payable as therein expressed or by declaration or otherwise and regardless of whether the Trustee shall have made any demand pursuant to the provisions of Section 5.3, shall be entitled and empowered (but shall not be obligated), subject in each case to Section 5.14, by intervention in such Proceedings or otherwise:

(a) to file and prove a claim or claims for the whole amount of principal and interest owing and unpaid and other amounts including, without limitation, Administrative Expenses in respect of the Notes and this Indenture and to file such other papers or documents and

take such other action (including participating in a creditors' committee) as it may deem necessary or advisable in order to have the claims of the Trustee (including any claim for reasonable compensation to the Trustee and each predecessor Trustee, and their respective agents, attorneys and counsel, and for reimbursement of all expenses and liabilities incurred, and all advances made, by the Trustee and each predecessor Trustee, except as a result of negligence or bad faith, all as provided in Section 6.7) and of the Noteholders (including any claim for sums due to Noteholders pursuant to Section 5.14(c), Section 7.1 and Section 8.1) allowed in any Proceedings relating to the Issuer upon the Notes or to the creditors or property of the Issuer;

(b) unless prohibited by applicable law and regulations, to vote on behalf of the Holders of the Notes in any election of a trustee or a standby trustee in arrangement, reorganization, liquidation, or other bankruptcy or insolvency Proceedings or Person performing similar functions in comparable Proceedings; and

(c) to collect and receive any monies or other property payable to or deliverable on any such claims, and to distribute in accordance with Section 5.8 all amounts received with respect to the claims of the Noteholders and of the Trustee on their behalf; and any trustee, receiver, liquidator, custodian, or other similar official is hereby authorized by each of the Noteholders to make payments to the Trustee, and, in the event that the Trustee shall consent to the making of payments directly to the Noteholders, to pay to the Trustee such amounts as shall be sufficient to cover reasonable compensation to the Trustee, each predecessor Trustee and their respective agents, attorneys and counsel, and all other expenses and liabilities incurred, and all advances made, by the Trustee and each predecessor Trustee except as a result of negligence or bad faith, all as provided in Section 6.7.

Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or vote for or accept or adopt on behalf of any Noteholder any plan of reorganization, arrangement, adjustment, or composition affecting the Notes or the rights of any Holder thereof, or to authorize the Trustee to vote in respect of the claim of any Noteholder in any such Proceeding except, as aforesaid, to vote for the election of a trustee or standby trustee or

similar Person or to participate as a member of any committee of creditors.

In any Proceedings brought by the Trustee (and also any Proceedings involving the interpretation of any provision of this Indenture to which the Trustee shall be a party), the Trustee shall be held to represent all the Holders of the Notes, and it shall not be necessary to make any Holders of the Notes parties to any such Proceedings.

Section 5.7. Trustee May Enforce Claims Without Possession of Notes.

All rights of action and claims under this Indenture or the Notes may be prosecuted and enforced by the Trustee without the possession of any of the Notes or the production thereof in any Proceeding relating thereto, and any such Proceeding instituted by the Trustee shall be brought in its own name as trustee of an express trust, and any recovery of judgment shall be applied as set forth in Section 5.8.

Section 5.8. Application of Money Collected.

Notwithstanding any other provision of this Indenture, money collected by the Trustee pursuant to Article Eleven of this Indenture with respect to Rent, CRC Note payments, REO Net Income, or otherwise pursuant to Article Eleven with respect to any CRC Lease, CRC Note, Property, or REO Property shall be deposited in the Collection Account and shall be distributed pursuant to Section 10.1 of this Indenture, subject to payment of the Trustee's fees and expenses incurred in connection with such collection. Any money collected by the Trustee pursuant to Sections 5.3, 5.4, 5.6 and 5.18 (except as otherwise expressly provided in Section 5.5) shall be deposited in the Collection Account, shall be applied, to the extent of such funds then available in the Collection Account, in the order specified below, on each Payment Date, or, in connection with any full or partial liquidation of the Trust Estate pursuant to this Article Five, at such earlier date or dates fixed by the Trustee in the following order of priority:

FIRST: Unless otherwise paid out of the Collection Account pursuant to Subsection 10.1(a) on such date, to the payment of all taxes, assessments, or liens with respect to the Trust Estate that are prior to the lien of this Indenture, except those taxes, assessments, or liens as to which any sale under this Article shall have been subject, and to the payment of all reasonable costs and expenses of any sale of or

other realization upon the Trust Estate pursuant to the provisions of this Article, and to the payment of all Liquidation Expenses (if any) due and unpaid or previously paid, all amounts due and unpaid to the Trustee under Section 6.7, and all liabilities, and advances incurred or made by the Trustee (including its reasonable compensation) or its agents and counsel in connection with exercise of any remedies, the sale or other realization upon the Trust Estate and all sums payable to Noteholders pursuant to Section 5.14(c) and Section 8.1;

SECOND: To the payment of interest previously due but unpaid on the Notes;

THIRD: To the payment of interest due on the Notes;

FOURTH: To the payment of premium (if any) previously due but unpaid on the Notes;

FIFTH: To the payment of premium due (if any) on the Notes;

SIXTH: To the payment of principal of and any other amounts then owing with respect to the Notes until the principal of and any other amounts owing with respect to the Notes are paid in full;

SEVENTH: Provided that the Aggregate Outstanding Amount of the Notes and any other amounts owing with respect to the Notes, any Mortgage Note Document and the CRC Leases (after giving effect to the foregoing distributions) is zero, to the payment of all remaining Administrative Expenses not paid pursuant to clause FIRST above; and

EIGHTH: Provided that the Aggregate Outstanding Amount of the Notes and any other amounts owing with respect to the Notes (after giving effect to the foregoing distributions) is zero, and all amounts due and owing pursuant to clause SEVENTH have been paid, to the payment of any remaining funds to the Issuer or any other Person legally entitled thereto.

Section 5.9. Limitation on Suits.

Subject to Section 5.10, no Holder of any Note shall have any right to institute any Proceedings, judicial or otherwise, with respect to this Indenture, or for the appointment of a receiver or trustee, or for any other remedy hereunder, unless:

(a) the Holders of not less than 25% in Aggregate Outstanding Amount of Notes shall have made written request to the Trustee to institute Proceedings in respect of such Event of Default in its own name as Trustee hereunder;

(b) such Holder or Holders have offered to the Trustee reasonable indemnity (provided, however, that if such Holder is an Institutional Investor with a capitalization at least equal to double the indemnity, such Holder's unsecured agreement to indemnify the Trustee and the Issuer in a form reasonably acceptable to the Trustee shall be a sufficient indemnity for this purpose) against the costs, expenses and liabilities to be incurred in compliance with such request;

(c) the Trustee for 30 days after its receipt of such notice, request, and offer of indemnity has failed to institute any such Proceeding; and

(d) no direction inconsistent with such written request has been given to the Trustee during such 30-day period by the Majority Noteholders;

it being understood and intended that no one or more Holders of Notes shall have any right in any manner whatever by virtue of, or by availing themselves of, any provision of this Indenture to affect, disturb, or prejudice the rights of any other Holders or to obtain or to seek to obtain priority or preference over any other Holders (except as expressly provided in this Indenture) or to enforce any right under this Indenture, except in the manner herein provided and for the equal and ratable benefit of all the Holders of Notes.

In the event the Trustee shall receive conflicting or inconsistent requests and indemnity from two or more groups of Holders of Notes, neither group constituting the Majority Noteholders, the Trustee in its sole discretion may determine what action, if any, shall be taken, notwithstanding any other provision of this Indenture. In such event, the Trustee shall give notice of such conflicting or inconsistent requests to the Holders of the Notes.

Section 5.10. Rights of Noteholders to Receive Principal, Premium and Interest.

Notwithstanding any other provision of this Indenture, the right of any Holder of any Note to receive

payment of the principal of and premium, if any, or interest on such Note, on or after the respective Payment Dates expressed in such Note, or to institute Proceedings for the enforcement of any such payment on or after such respective dates, or to institute Proceedings for the enforcement of the CRC-I Guaranty and/or the CRC-II Guaranty, shall not be impaired or affected without the consent of such Holder, except as to a postponement of an interest payment for a period not exceeding three years from its due date consented to by Holders of no less than seventy-five percent (75%) of the Aggregate Outstanding Amount of the Notes, and except that such Holder may not institute any such Proceedings, if and to the extent that the institution or prosecution thereof or the entry of judgment therein would, under applicable law, result in the surrender, impairment, waiver, or loss of the lien of this Indenture upon any property subject to such lien.

Section 5.11. Restoration of Rights and Remedies.

If the Trustee or any Noteholder has instituted any Proceeding to enforce any right or remedy under this Indenture and such Proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Trustee or to such Noteholder, then and in every such case the Issuer, the Trustee and the Noteholder shall, subject to any determination in such Proceeding, be restored severally and respectively to their former positions hereunder, and thereafter all rights and remedies of the Trustee and the Noteholders shall continue as though no such Proceeding had been instituted.

Section 5.12. Rights and Remedies Cumulative.

No right or remedy herein conferred upon or reserved to the Trustee or to the Noteholders is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing by law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent or later assertion or employment of any other appropriate right or remedy.

Section 5.13. Delay or Omission Not Waiver.

No delay or omission of the Trustee or of any Holder to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or an

acquiescence therein. Every right and remedy given by this Article Five or by law to the Trustee or to the Noteholders may be exercised from time to time, and as often as may be deemed expedient, by the Trustee or by the Noteholders, as the case may be.

Section 5.14. Control by Noteholders.

(a) Notwithstanding any other provisions of this Indenture, the Majority Noteholders shall have the right to direct the time, method, and place of conducting any Proceeding for any remedy available to the Trustee or exercising any right, remedy, trust or power conferred on the Trustee (including, without limitation, directing the Trustee to engage counsel of such Noteholders' choice at the direction of such Noteholders); provided that:

(i) such direction shall not be in conflict with any rule of law or with this Indenture, and

(ii) the Trustee may take any other action deemed proper by the Trustee that is not inconsistent with such direction; provided, however, that, in accordance with Section 6.1, the Trustee need not take any action that it reasonably determines might involve it in liability, unless it receives a reasonable indemnity therefor (provided, further, that if such Holder is an Institutional Investor with a capitalization at least equal to double the indemnity, such Holder's unsecured agreement to indemnify the Trustee in a form reasonably acceptable to the Trustee shall be a sufficient indemnity for this purpose).

(b) Whenever the Trustee has received any request or direction from any Holder or group of Holders pursuant to the provisions of this Article that requires, or would, with the passage of time, require, any action by the Trustee, the Trustee shall so notify each Noteholder of the substance of such request or direction.

(c) If the Majority Noteholders determine that the enforcement or protection of their rights under the Notes or this Indenture so require, such Holders may take such action as shall not be inconsistent with the terms of this Indenture and as they shall deem necessary or appropriate to enforce or protect such rights, and shall be entitled to reimbursement from the Issuer for their reasonable out-of-pocket expenses relating thereto, including, but not limited to, legal fees and expenses of counsel to such Holders engaged for such purpose.

Section 5.15. Waiver of Past Defaults.

Prior to the time a judgment or decree for payment of the money due has been obtained by the Trustee, as provided in this Article, the Majority Noteholders may on behalf of the Holders of all the Notes waive any past Default and its consequences, except a Default:

(a) in the payment of the principal of or premium or interest on any Note, excluding principal or interest which has become due as a result of acceleration, or

(b) in respect of a covenant or provision hereof that under Section 8.1 cannot be modified or amended without the waiver and consent of the Holder of each Outstanding Note affected.

In the case of any such waiver, the Issuer, the Trustee and the Noteholders shall be restored to their former positions and rights hereunder. Upon any such waiver, such Default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured, for every purpose of this Indenture; but no such waiver shall extend to any subsequent or other Default or impair any right consequent thereto.

Section 5.16. Undertaking for Costs.

All parties to this Indenture agree, and each Holder of any Note by its acceptance thereof shall be deemed to have agreed, that any court may in its discretion require, in any suit for the enforcement of any right or remedy under this Indenture, or in any suit against the Trustee for any action taken, or omitted by it as Trustee, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit, and that such court may in its discretion assess reasonable costs, including reasonable attorneys' fees, against any party litigant in such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant; but the foregoing provisions shall not apply to any suit instituted by the Trustee, to any suit instituted by any Noteholder, or group of Noteholders, holding in the aggregate more than 10% in Aggregate Outstanding Amount of the Notes, or to any suit instituted by any Noteholder for the enforcement of the payment of the principal of or interest on any Note on or after the Stated Maturity expressed in such Note in which suits the Trustee or such Noteholder or Noteholders, as the case may be, do not prevail.

Section 5.17. Waiver of Stay, Extension or Usury Laws.

The Issuer covenants (to the extent that it may lawfully do so) that it will not at any time insist upon, or plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay, extension or usury law wherever enacted, now or at any time hereafter in force, which may affect the covenants or the performance of this Indenture; and the Issuer (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law, and covenants that it will not hinder, delay, or impede the execution of any power herein granted to the Trustee, but will suffer and permit the execution of every such power as though no such law had been enacted.

Section 5.18. Sale of Trust Estate.

(a) The power to effect any sale (a "Sale") of any portion of the Trust Estate pursuant to Section 5.4 shall not be exhausted by any one or more Sales as to any portion of such Trust Estate remaining unsold but shall continue unimpaired until the entire Trust Estate shall have been sold or all amounts payable on the Notes and any other amounts due under this Indenture with respect thereto shall have been paid. The Trustee may, with subsequent notice to the Noteholders, and shall upon direction of the Majority Noteholders, from time to time postpone any Sale by public announcement made at the time of and place of such Sale. The Trustee hereby expressly waives its rights to any amount fixed by law as compensation for any Sale.

(b) The Trustee may bid for and acquire any portion of the Trust Estate in connection with a Sale thereof, and may pay all or part of the purchase price by crediting against amounts owing on the Notes or other amounts secured by this Indenture, all or part of the net proceeds of such Sale. The Notes need not be produced in order to complete any such Sale, or in order for the net proceeds of such Sale to be credited against amounts owing on the Notes. The Trustee shall hold, lease, operate, manage, or otherwise deal with any property so acquired in accordance with this Indenture in any manner permitted by law; provided, however, that nothing in this Indenture shall require the Trustee to so hold, lease, operate, manage or otherwise deal with any Property if as a result of any such action, the Trustee would be considered to hold title to, or be a "mortgagee-in-possession" of, or to be an "owner" or "operator" of such Property within the meaning of CERCLA or any comparable law, or if as a result of such action, the Trustee would be subject to liability pursuant to any

federal, state or local environmental statute, regulation or similar requirement, including, but not limited to, CERCLA, the Resource Conservation and Recovery Act, the Toxic Substances Control Act, or at common law.

(c) The Trustee shall execute and deliver an appropriate instrument of conveyance transferring its interest in any portion of the Trust Estate in connection with a Sale thereof. In addition, the Trustee is hereby irrevocably appointed the agent and attorney-in-fact of the Issuer to transfer and convey its interest in any portion of the Trust Estate in connection with a Sale thereof, and to take all action necessary to effect such Sale. No purchaser or transferee at such a Sale shall be bound to ascertain the Trustee's authority, inquire into the satisfaction of any conditions precedent, or see to the application of any monies.

(d) The Trustee may, upon ten (10) Business Days' prior written notice to the Issuer of the time and place of a proposed public sale or the time after which a private sale may occur, with respect to the Trust Estate or any part thereof which shall then be or shall thereafter come into the possession, custody or control of the Trustee, the Noteholders or any of their respective agents, sell, lease, assign or otherwise dispose of all or any portion of such Trust Estate pursuant to Section 5.4, at such place or places as the Trustee deems best and for cash or on credit or for immediate or future delivery (without thereby assuming any credit risk), at public or private sale, without demand of performance or notice of intention to effect any such disposition or of time or place thereof (except such notice as is required above or by applicable statute and cannot be waived) and the Trustee or any Noteholder or anyone else may be the purchaser, lessee, assignee or recipient of any or all of the Trust Estate so disposed of at any public sale (or, to the extent not prohibited by law, at any private sale), and thereafter hold the same absolutely, free from any claim or right of whatsoever kind, including any right or equity of redemption (statutory or otherwise) of the Issuer or any of its Affiliates, any such demand, notice or right and equity being hereby expressly waived and released. The Trustee may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for the sale, and such sale may be made at any time or place to which the same may be so adjourned. The foregoing shall not limit in any way Subsection 5.4(a)(ii).

(e) The Trustee and the Noteholders shall incur no liability as a result of the sale of the Trust Estate, or any part thereof, at any private sale pursuant to this Section 5.18 conducted in a commercially reasonable manner. The Issuer hereby waives any claims against the Trustee or any Noteholder arising by reason of the fact that the price at which the Trust Estate may have been sold at such a private sale was less than the price that might have been obtained at a public sale or was less than the aggregate amount of the obligations secured by this Indenture.

Section 5.19. Action on Notes.

The Trustee's right to seek and recover judgment on the Notes or under this Indenture shall not be affected by the seeking or obtaining of or application for any other relief under or with respect to this Indenture. Neither the lien of this Indenture nor any rights or remedies of the Trustee or the Noteholders shall be impaired by the recovery of any judgment by the Trustee against the Issuer, or by the levy of any execution under such judgment upon any portion of the Trust Estate or upon any of the assets of the Issuer.

ARTICLE SIX

THE TRUSTEE

Section 6.1. Certain Duties and Responsibilities.

(a) (i) The Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee;

(ii) in the absence of bad faith on its part and of actual knowledge otherwise by a Responsible Officer, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture, including, without limitation, certificates as to factual matters provided by Foodmaker; provided, however, that in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Indenture and shall promptly notify

the Person delivering the same if such certificate or opinion does not conform; and if a corrected form shall not have been delivered to the Trustee within fifteen (15) days after such notice from the Trustee, the Trustee shall so notify the Noteholders; and

(iii) following an Event of Default and acceleration of the indebtedness incurred hereby, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

(b) No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(i) this Subsection 6.1(b) shall not be construed to limit the effect of Subsection 6.1(a);

(ii) the Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proven that the Trustee was negligent in ascertaining the pertinent facts;

(iii) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Holders as may be required by the terms hereof relating to the time, method, and place of conducting any Proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture; and

(iv) no provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any extraordinary financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it (provided, however, that if a Holder is an Institutional Investor having a capitalization of at least double the indemnity requested, such Holder's unsecured agreement to indemnify the Trustee in a form reasonably

acceptable to the Trustee shall be a sufficient indemnity for such purpose) unless such risk or liability is incidental to its required or ordinary services under this Indenture prior to the occurrence of an Event of Default; provided, however, that the Trustee shall promptly give written notice to the Noteholders of any decision by it not to expend or risk its funds or incur financial liability as permitted hereby.

(c) Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section 6.1.

(d) The Trustee shall not sell, transfer, exchange or otherwise dispose of, or enter into or engage in any business with respect to, any part of the Trust Estate, except as expressly permitted by this Indenture.

Section 6.2. Notice of Default.

Promptly (and in no event later than fifteen (15) Business Days) after the occurrence of any Default or Event of Default known to a Responsible Officer of the Trustee or after declaration of acceleration has been made pursuant to Section 5.2, the Trustee shall transmit by facsimile transmission with a copy thereof delivered by overnight courier for next-day delivery to the Rating Agencies (so long as any of the Notes are rated by the Rating Agencies) and to all Noteholders (in the manner provided for in Section 12.5), notice of all Defaults hereunder known to a Responsible Officer of the Trustee to have occurred and notice of cure or waiver thereof, and notice of any acceleration or rescission of acceleration of the Notes.

Section 6.3. Certain Rights of Trustee.

Except as otherwise provided in Section 6.1:

(a) the Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, note, debenture, Issuer Order, Issuer Request, accounting report, Payment Date Statement, certificate as to factual matters provided by Foodmaker, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties and the Trustee shall have no duty hereunder to

independently verify whether any person is an Authorized Officer;

(b) any request or direction of the Issuer mentioned herein shall be sufficiently evidenced by an Issuer Request or Issuer Order;

(c) whenever in the administration of this Indenture the Trustee shall (i) deem it desirable that a matter be proved or established prior to taking, suffering, or omitting any action hereunder, the Trustee (unless other evidence is herein specifically prescribed) may, in the absence of bad faith on its part and of actual knowledge otherwise by a Responsible Officer, rely upon an Officer's Certificate or a certificate as to factual matters provided by Foodmaker, or (ii) be required to determine the value of any collateral or funds hereunder, the Trustee may, in the absence of bad faith on its part and of actual knowledge by a Responsible Officer, rely on reports of nationally recognized Independent accountants or other Independent Persons qualified to provide the information required to make such determination or a certificate as to factual matters provided by Foodmaker where permitted hereunder;

(d) as a condition to the taking or omitting of any action by it hereunder, the Trustee may first consult with the Noteholders or with the Noteholders' Counsel or with its own counsel, and instructions of the Noteholders or the advice of such counsel or any Opinion of Independent Counsel shall be full and complete authorization and protection in respect of any action taken or omitted by it hereunder in good faith and in reliance thereon;

(e) the Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, debenture, note, certificate as to factual matters provided by Foodmaker, or other paper or document nor shall it be obligated to analyze or verify any calculation contained in any such documents, but the Trustee, in its discretion, may, and upon written direction by the Majority Noteholders shall, make such further inquiry or investigation into such facts or matters as it may see fit or as it shall be directed, and, if the Trustee shall determine or be directed to make such further inquiry or investigation, it shall be entitled, on reasonable prior notice to the Issuer to examine the books, records, and premises of the Issuer personally or by agent or attorney during the Issuer's normal business hours; provided, that the Trustee shall

hold, and shall cause its agents to hold, in confidence all such information, except to the extent disclosure may be made to the Noteholders or be required by law or any regulatory authority having jurisdiction over any Noteholder and except to the extent that the Trustee, in its sole judgment, may determine that such disclosure is consistent with its obligations hereunder;

(f) the Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents (including servicers and independent contractors) or attorneys; provided, however, that the Trustee shall select such agents or attorneys in good faith and with due care and that any agreement with an agent or attorney shall provide for due care by such agent or attorney in respect of the Noteholders;

(g) to the extent permitted by applicable law, the Trustee shall not be required to give any note or surety in respect of the execution of this Indenture or otherwise;

(h) in the absence of actual knowledge thereof by a Responsible Officer, the Trustee shall not be deemed to have knowledge of any Default or Event of Default or of any other fact or circumstances upon the happening of which the Trustee may be requested to take action hereunder; provided, however, that the Trustee shall be deemed to have knowledge of any Default or Event of Default arising out of a failure by the Issuer to make any payment or deposit required to be made by or to the Trustee under this Indenture or any failure of Foodmaker to deliver the annual certificates required to be provided by Foodmaker as provided in the CRC Leases; and

(i) the Trustee shall have no liability for losses on investments made in accordance with this Indenture or any investment instructions it receives from the proper party in accordance with this Indenture; provided, however, that the foregoing shall not excuse the institution acting as Trustee for any liability for any such investments as to which such institution is an obligor acting in its individual commercial capacity.

Section 6.4. Not Responsible for Recitals or Issuance of Notes.

The recitals contained herein and in the Notes, other than the certificate of authentication thereon, shall be taken as the statements of the Issuer, and the Trustee

assumes no responsibility for their correctness. The Trustee makes no representation as to the validity or sufficiency of this Indenture or of the Notes. The Trustee shall not be accountable for the sufficiency of the Trust Estate. Except as specifically provided herein, the Trustee shall not be accountable for the use or application of the Notes or proceeds of the Notes.

Section 6.5. May Hold Notes.

The institution acting as Trustee, in its individual or any other capacity, may become the owner or pledgee of Notes and may otherwise deal with the Issuer or any Affiliate thereof, with the same rights it would have if it were not the Trustee, the Note Registrar or any other agent.

Section 6.6. Money Held in Trust.

Money held by the Trustee in trust hereunder shall be segregated from other funds held by the Trustee in trust. The Trustee shall be under no liability for interest on any money received by it hereunder except as otherwise agreed upon and except to the extent of income or other gain on investments that are deposits in or certificates of deposit of the institution acting as Trustee, acting not as Trustee but in its individual commercial capacity, and income or other gain actually received by the Trustee.

Section 6.7. Compensation and Reimbursement.

The Issuer agrees:

(a) to pay or cause the Lessee to pay the Trustee (i) on the Closing Date, an agreed amount, and (ii) on each Installment Payment Date (A) reasonable compensation for all services rendered by it hereunder (including wire transfers of funds, any transfer of Notes, regular periodic reporting as required hereunder, review of loan files received on the Closing Date, normal servicing obligations hereunder (including any site inspections), any trading fees relating to Eligible Investments, any initial costs of setting up any necessary computer operations in respect of its reporting and accounting obligations hereunder and filing of UCC continuation statements), and which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust, and (B) a fee in the amount payable on such Installment Payment Date as set forth on the attached Schedule C, to the extent not paid from funds

held in the Administrative Expenses Account pursuant to Section 9.6(b);

(b) except as otherwise expressly provided herein, to reimburse or cause the Lessee to reimburse the Trustee in a timely manner upon its request for all reasonable out-of-pocket expenses, disbursements, and advances incurred or made by the Trustee in accordance with any provision of this Indenture or any Mortgage Note Document (including the reasonable compensation, fees, and the expenses and disbursements of its agents and counsel) and not included in the compensation described in Section 6.7(a) and to the extent not paid from funds held in the Administrative Expenses Account pursuant to Section 9.6(b), except any such expense, disbursement, or advance as may be attributable to its negligence, willful misconduct, or bad faith; and

(c) to indemnify Trustee for, and to hold it harmless against, any loss, liability, or expense incurred without negligence, willful misconduct, or bad faith on its part, arising out of or in connection with the acceptance or administration of this trust, including the costs and expenses of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties hereunder and to the extent not paid from funds held in the Administrative Expenses Account pursuant to Section 9.6(b).

The Trustee shall have a lien on the Trust Estate ranking junior to that of the Notes upon all property and funds held or collected as part of the Trust Estate by the Trustee in its capacity as such securing the payment of the foregoing amounts; provided, however, that the Trustee shall not institute any proceeding for enforcement of such lien except after payment in full of all of the Notes. The Trustee agrees not to cause the filing of a petition in bankruptcy against the Issuer for the non-payment to the Trustee of any amounts provided by this Section 6.7 until at least 91 days after the payment in full of all Notes issued under this Indenture.

Section 6.8. Corporate Trustee Required; Eligibility.

There shall at all times be a Trustee hereunder which shall be a corporation organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise corporate trust powers, having, or being a member of a bank holding company having, a combined capital and surplus of at least

\$100,000,000, subject to supervision or examination by federal or state banking authority. Such standards for eligibility of the Trustee shall not be modified without the Issuer's prior written consent. If at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section 6.8, it shall resign immediately in the manner and with the effect hereinafter specified in this Article; provided, however, that if the Majority Noteholders so direct, the Trustee shall continue as Trustee notwithstanding such ineligibility.

Section 6.9. Resignation and Removal; Appointment of Successor.

(a) No resignation or removal of the Trustee and no appointment of a successor Trustee pursuant to this Article shall become effective until the acceptance of appointment by the successor Trustee under Section 6.10. Any (i) resignation or removal of the Trustee, (ii) appointment of a successor Trustee and (iii) acceptance of such appointment by such successor Trustee, in each case under this Article Six, shall be deemed to be without further notice or act.

(b) The Trustee may resign at any time by giving written notice thereof to the Issuer and the Noteholders. Upon receiving such notice of resignation, the Issuer shall promptly appoint a successor Trustee or Trustees by written instrument, in duplicate, executed by two Authorized Officers of the Issuer on behalf of the Issuer, one copy of which shall be delivered to the Trustee so resigning and one copy to the successor Trustee or Trustees, together with a copy to each Noteholder; provided, however, that such successor Trustee shall be appointed only upon the written consent of the Majority Noteholders. If no successor Trustee shall have been appointed and an instrument of acceptance by a successor Trustee shall not have been delivered to the Trustee within 60 days after the giving of such notice of resignation, the resigning Trustee or any Noteholder (who has been a Holder of Notes for at least six months) may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the appointment of a successor Trustee.

(c) The Trustee may be removed at any time by the Majority Noteholders by written notice delivered to the Trustee and to the Issuer. On or after the receipt by the Trustee of such written notice, all authority and power of the Trustee under this Indenture whether with respect to the Mortgage Note Documents or otherwise, shall pass to and be vested in the successor Trustee appointed pursuant to and

under this Section; and, without limitation, the successor Trustee is hereby authorized and empowered to execute and deliver, on behalf of the Trustee, as attorney-in-fact or otherwise, any and all documents and other instruments, and to do or accomplish all other acts or things necessary or appropriate to effect the purposes of such notice of termination, whether to complete the transfer and endorsement or assignment of the CRC Notes and related documents, or otherwise. The Trustee agrees to cooperate with the successor Trustee in effecting the termination of the Trustee's responsibilities and rights hereunder, including, without limitation, the transfer to the successor Trustee for administration by it of any cash amounts which are thereafter received by the Trustee with respect to the Trust Estate. Removal or resignation hereunder will not release the Trustee from any liability or obligation that will have arisen or may thereafter arise as a result of any acts or omissions by the Trustee prior to such removal or resignation constituting wilful misconduct, bad faith, or negligence in the performance of duties hereunder.

(d) If the Trustee shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the office of the Trustee for any cause, the Trustee and the Issuer shall promptly notify the Noteholders of such resignation, removal or inability to perform with respect to the Trustee and propose the appointment of a successor Trustee, subject to the consent of the Majority Noteholders (which notice shall (i) specify the proposed successor Trustee and (ii) state that such consent shall be deemed to have been given upon passage of thirty (30) days from the date of mailing of notice of such proposed appointment by the Issuer to the Noteholders if no response to the contrary has been received). If no successor Trustee shall have been so appointed by the Issuer or the Noteholders and shall have accepted appointment in the manner hereinafter provided, any Noteholder may, on behalf of such Noteholder and all others similarly situated, petition any court of competent jurisdiction for the appointment of a successor Trustee.

(e) The Trustee and the Issuer shall give prompt notice of each resignation and each removal of the Trustee and each appointment of a successor Trustee by giving written notice of such event to the Noteholders, and, if the Notes are then rated by the Rating Agencies, to the Rating Agencies. Each notice shall include the name of the successor Trustee and the address of its Corporate Trust Office.

Section 6.10. Acceptance of Appointment by Successor.

Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to the Issuer and the retiring Trustee an instrument accepting such appointment and making the representations set forth in Section 6.13 hereof, and thereupon the resignation or removal of the retiring Trustee shall become effective and such successor Trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties, and obligations of the retiring Trustee under this Indenture but, on request of the Issuer or the successor Trustee, such retiring Trustee shall execute and deliver an instrument transferring to such successor Trustee all the rights, powers, and trusts of the retiring Trustee, and shall duly assign, transfer and deliver to such successor Trustee all property and money held by such retiring Trustee hereunder, subject nevertheless to its lien, if any, provided for in Section 6.7. Upon request of any such successor Trustee, the Issuer shall execute any and all instruments for more fully and certainly vesting in and confirming to such successor Trustee all such rights, powers, and trusts.

Upon acceptance of appointment by a successor Trustee as provided in this Section 6.10, the Issuer shall mail notice thereof to the Noteholders.

No successor Trustee shall accept its appointment unless at the time of such acceptance such successor shall be qualified and eligible under this Article Six.

Section 6.11. Merger, Conversion, Consolidation or Succession to Business of Trustee.

Any corporation into which the Trustee may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion, or consolidation to which the Trustee shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder provided such corporation shall be otherwise qualified and eligible under this Article Six, without the execution or filing of any paper or any further act on the part of any of the parties hereto or thereto. In case any Notes have been authenticated, but not delivered, by the Trustee then in office, any successor by merger, conversion, or consolidation to such authenticating Trustee may adopt such authentication and deliver the Notes so authenticated with the same effect as if such successor Trustee had itself authenticated such Notes.

Section 6.12. Co-Trustees and Separate Trustee.

At any time or times, if the Trustee deems it to be reasonably necessary, for the purpose of meeting the legal requirements of any jurisdiction in which any part of the Trust Estate may at the time be located, the Trustee shall have power to appoint, and, upon the written request of the Majority Noteholders, shall so appoint, one or more Persons (who shall not be Noteholders) either to act as co-trustee, jointly with the Trustee, of all or any part of the Trust Estate, or to act as separate trustees of any such property, in either case with such powers as may be provided in the instrument of appointment which shall expressly designate the property affected and the capacity of the appointee as either a co-trustee or separate trustee, and to vest in such Person or Persons in the capacity aforesaid, any property, title, right or power deemed necessary, subject to the other provisions of this Section 6.12. The Issuer shall be deemed to have joined in any such appointment by virtue of the execution of this Indenture. The Issuer agrees to pay any reasonable fees and expenses in connection with such appointment.

Should any written instrument from the Issuer be required by any co-trustee or separate trustee so appointed for more fully confirming to such co-trustee or separate trustee such property, title, right or power, any and all such instruments shall, on request, be executed, acknowledged and delivered by the Issuer and the Issuer hereby irrevocably designates the Trustee to so act.

Every co-trustee or separate trustee shall, to the extent permitted by law, but to such extent only, be appointed subject to the following terms:

(a) the Notes shall be authenticated and delivered and all rights, powers, duties and obligations hereunder in respect of the custody of securities, cash and other personal property held by, or required to be deposited or pledged with, the Trustee hereunder shall be exercised solely by the Trustee;

(b) the rights, powers, duties and obligations hereby conferred or imposed upon the Trustee in respect of any property covered by the appointment of a co-trustee or separate trustee shall be conferred or imposed upon and exercised or performed by the Trustee or by the Trustee and such co-trustee or separate trustee jointly, as shall be provided in the instrument appointing such co-trustee or separate trustee, except to the extent that under any law of any jurisdiction in

which any particular act is to be performed, the Trustee shall be incompetent or unqualified to perform such act, in which event such rights, powers, duties and obligations shall be exercised and performed by such co-trustee or separate trustee; provided, however, that such co-trustee or separate trustee may exercise and perform such rights, powers, duties and obligations only to the extent necessary to comply with applicable law;

(c) the Trustee at any time, by an instrument in writing executed by it, may accept the resignation of or remove any co-trustee or separate trustee appointed under this Section 6.12; upon the written request of the Trustee, the Issuer shall join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to effectuate such resignations or removal; a successor to any co-trustee or separate trustee which has resigned or has been removed may be appointed in the manner provided in this Section 6.12;

(d) no co-trustee or separate trustee hereunder shall be personally liable by reason of any act or omission of the Trustee hereunder;

(e) the Trustee shall not be liable by reason of any act or omission of a co-trustee or separate trustee selected, if selected by the Trustee, in good faith and with due care; and

(f) any Act of Noteholders delivered to the Trustee shall be deemed to have been delivered to each such co-trustee and separate trustee.

The appointment of a co-trustee shall not relieve the Trustee of its responsibilities hereunder.

Section 6.13. Representations and Warranties of Trustee.

The Trustee represents and warrants that:

(a) The Trustee has been duly organized, and is validly existing and in good standing as a Massachusetts banking corporation and has the power to conduct business and affairs as a trustee.

(b) The Trustee has the corporate power and authority to perform the duties and obligations of Trustee under this Indenture, including, without limitation, the power and authority to hold the CRC Notes and the other Mortgage Note Documents; the power and authority to

establish and maintain the Administrative Expenses Account, Closing Costs Account, Collection Account, Equity Collection Account, Construction Account, Sinking Fund Account and, if necessary, to establish and maintain the Proceeds Account, and to hold funds in and disburse funds from the Administrative Expenses Account, Closing Costs Account, Collection Account, Equity Collection Account, the Construction Account, Sinking Fund Account and, if necessary, the Proceeds Account, as contemplated herein. The Trustee has taken all necessary corporate action to authorize the execution, delivery and performance of this Indenture and all of the documents required pursuant hereto and thereto. Upon execution and delivery by the Issuer, this Indenture will constitute the legal, valid and binding obligation of the Trustee enforceable in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws of general applicability relating to or affecting creditors' rights generally from time to time in effect.

(c) Upon execution and delivery to the Trustee by the Issuer and authentication and delivery to the Noteholders by the Trustee, the Notes will have been duly and validly authenticated and delivered by the Trustee on behalf of the Issuer.

(d) No consent, approval, authorization or order of, giving of notice to, registration with, or taking of any other action with respect to, any court or governmental agency or body is required for the execution, delivery or performance by the Trustee of the Indenture the authentication by the Trustee of the Notes, or the consummation by the Trustee of the transactions provided for in this Indenture except such as have been made or obtained, if any.

(e) The execution and delivery by the Trustee of this Indenture and compliance with the terms hereof in its capacity as Trustee and the authentication by the Trustee of the Notes will not, to its best knowledge after diligent inquiry, (i) conflict with or violate any term or provision of the charter or bylaws of the Trustee or any statute, order or regulation applicable to the Trustee of any court, regulatory body, administrative agency or governmental body having jurisdiction over the Trustee, or (ii) conflict with, result in a breach, violation or the acceleration of or constitute a default under the terms of any material indenture or other agreement or instrument to which the Trustee is a party or by which it is bound.

(f) No actions, proceedings or investigations are pending or, to the best of its knowledge, threatened before any court, administrative agency or other tribunal with respect to the Trustee (and no basis therefor exists), which would affect the existence of the Trustee or in any way contesting or affecting the validity or enforceability of this Indenture, or the Notes or contesting the powers of the Trustee or its authority to enter into and perform its obligations under this Indenture as Trustee.

ARTICLE SEVEN

COVENANTS

Section 7.1. Payment of Principal and Interest.

The Issuer will duly and punctually pay the principal of and premium, if any, and interest on, and all deposits required under, the Notes in accordance with the terms of the Notes and this Indenture. Amounts properly withheld under the Code, and under any laws of any state or other jurisdiction by any Person from a payment to any Noteholder of interest or principal shall be considered as having been paid by the Issuer to such Noteholder for all purposes of this Indenture.

Section 7.2. Appointment of Agent.

The Issuer hereby irrevocably appoints the Trustee, at its Corporate Trustee Office, to serve as the Issuer's agent to whom (i) Notes may be presented or surrendered for payment, (ii) Notes may be surrendered for registration of transfer or exchange, and (iii) notices and demands to or upon the Issuer in respect of the Notes and this Indenture may be served.

Section 7.3. Money for Note Payments.

All payments of amounts due and payable with respect to any Notes that are to be made from amounts withdrawn from the Collection Account or the Sinking Fund Account shall be made on behalf of the Issuer by the Trustee as provided herein.

Section 7.4. Existence of Issuer.

The Issuer will maintain in full force and effect its existence, rights and franchises as a corporation, organized under the laws of the State of Delaware, separate

and apart from any of its Affiliates, and will obtain and preserve its qualification to do business as a foreign corporation, in each jurisdiction in which such qualification is or shall be necessary to protect the validity and enforceability of this Indenture, the Notes or the Trust Estate. The Issuer shall not amend its articles of incorporation or by-laws without the written consent of the Majority Noteholders. The Issuer at all times will be operated in accordance with the provisions of its articles of incorporation, by-laws and any laws or regulations applicable to it, and shall observe all corporate formalities, including keeping its own separate books and records, having its own bank accounts and keeping its funds separate from the funds of its shareholders, holding periodic meetings of its directors and shareholders, and having officers that (when acting in their capacity as officers of the Issuer) act in such corporation's best interests, and is able to fund from its own assets all of its activities and expenses. The charter and by-laws of the Issuer provide that a unanimous vote of all directors of the Issuer is necessary for (a) any merger or consolidation, (b) any voluntary bankruptcy filing and any declaration of insolvency for any purpose for the Issuer, or (d) any amendment of the Issuer's charter, or of its by-laws if such amendment pertains to the matters set forth in this Section 7.4, Section 7.8 or Section 7.11.

Section 7.5. Protection of Trust Estate.

(a) The Issuer shall from time to time execute and deliver all such supplements and amendments hereto and all such financing statements, continuation statements, instruments of further assurance and other instruments, and shall take such other action as may be necessary or, upon request of the Trustee or the Majority Noteholders, advisable to:

- (i) Grant more effectively all or any portion of the Trust Estate;
- (ii) maintain or preserve the lien (and the priority thereof) of this Indenture or to carry out more effectively the purposes hereof;
- (iii) perfect, publish notice of, or protect the validity of any Grant made or intended to be made by this Indenture;
- (iv) enforce any of the Mortgage Note Documents, Eligible Investments, or other

instruments included in the Trust Estate, or the CRC Leases;

(v) preserve and defend title to the Trust Estate and the rights therein of the Trustee and the Noteholders in such Trust Estate against the claims of all Persons and parties; and

(vi) pay any and all taxes levied or assessed upon all or any part of the Trust Estate.

The Issuer hereby irrevocably designates the Trustee its agent and attorney-in-fact to execute, to the extent not prohibited by applicable law, any financing statements, continuation statements, or other instruments or documents required pursuant to this Section 7.5 if such Issuer fails to do so.

(b) The Trustee shall not (i) remove any portion of the Trust Estate that consists of money or is evidenced by an instrument, certificate, or other writing including, without limitation, the CRC Notes, (A) from the jurisdiction in which it was held at the date the most recent Opinion of Independent Counsel was delivered pursuant to Section 7.6 (or from the jurisdiction in which it was held as described in the Opinion of Independent Counsel, delivered at the Closing Date), if no Opinion of Independent Counsel has yet been delivered pursuant to Section 7.6) or (B) from the possession of the Person who held it on such date or (ii) cause or permit ownership or the pledge of any portion of the Trust Estate to be recorded on the books of a Person (A) located in a different jurisdiction from the jurisdiction in which such ownership or pledge was recorded at such date or (B) other than the Person on whose books such ownership or pledge was recorded at such date, unless the Trustee shall have first received an Opinion of Independent Counsel to the effect that the lien and perfected first priority security interest created by this Indenture with respect to such property will continue to be maintained after giving effect to such action or actions.

(c) The Issuer shall pay or cause to be paid any taxes levied on the Issuer on account of the Issuer's ownership of the Trust Estate.

Section 7.6. Opinions as to Trust Estate.

On or before December 31 in the third calendar year following the Closing Date and on December 31 in each third year thereafter, the Issuer shall furnish to the Trustee an Opinion of Independent Counsel either (i) stating that, in

the opinion of such counsel, such action has been taken with respect to the recording, filing, re-recording and refiling of this Indenture, any indentures supplemental hereto and any other requisite documents as is necessary to maintain the lien and perfected first priority security interest created by this Indenture with respect to the Trust Estate and reciting the details of such action, or (ii) stating that, in the opinion of such counsel, no such action is necessary to maintain such lien and perfected first priority security interest. Such Opinion of Independent Counsel shall also describe the recording, filing, re-recording, and refiling of this Indenture, any indentures supplemental hereto and any other requisite documents that will, in the opinion of such counsel, be required to maintain the lien and perfected first priority security interest of this Indenture with respect to the Trust Estate. The fees and expenses incurred in connection with each such Opinion of Independent Counsel shall be Administrative Expenses payable in accordance with the terms of this Indenture, and any such fees and expenses not so paid shall be paid by the Trustee, to the extent funds are available from the Trust Estate or are otherwise provided to the Trustee, on behalf of the Issuer subject to the Trustee's right of reimbursement therefor pursuant to Section 6.7.

Section 7.7. Performance of Obligations.

The Issuer shall not take any action, and will use its best efforts not to permit any action to be taken by others, that would release any Person from any of such Person's covenants or obligations under the Mortgage Note Documents or the CRC Leases or under any instrument included in the Trust Estate or which would result in the amendment, hypothecation, subordination, termination, or discharge of, or impair the validity or effectiveness of, any of the Mortgage Note Documents, the CRC Leases or any such instrument, except as provided in this Indenture or such Mortgage Note Document, the CRC Leases or other instrument.

Section 7.8. Certain Negative Covenants.

(a) From and after the Closing Date, the Issuer will not:

(i) sell, transfer, exchange, or otherwise dispose of, or pledge, mortgage, hypothecate, or otherwise encumber (or permit such to occur or suffer such to exist), any part of the Trust Estate, except as expressly permitted by this Indenture;

(ii) claim any credit on, or make any deduction from, the principal or interest payable with respect to the Notes (other than the amounts required to be withheld in accordance with the Code) or assert any claim against any present or future Noteholder, by reason of the payment of any taxes levied or assessed upon any part of the Trust Estate;

(iii) incur or have outstanding any indebtedness, or incur, assume, or guarantee the indebtedness of any Person (including, without limitation, pursuant to any purchase or repurchase agreement, any indemnity, or any keep-well, take-or-pay, through-put, or other arrangement having the effect of assuring or holding harmless any third Person against loss with respect to any obligation of such other Person) other than pursuant to this Indenture, unless such indebtedness is an invoice, statement of account, check, work request, purchase order or other similar document representing expenses relating to activities of the Issuer in accordance with Section 7.11;

(iv) cause, permit or acquiesce in any sale, transfer, assignment or other disposition of the interests of the shareholders in the Issuer which would result in a transfer, cumulatively, of 49% or more of the shareholder interests in Issuer;

(v) (A) permit the validity or effectiveness of this Indenture or any Grant hereunder to be impaired, or permit the lien of this Indenture to be amended, hypothecated, subordinated, terminated or discharged, or permit any Person to be released from any covenants or obligations with respect to this Indenture or the Notes or any document executed pursuant hereto or thereto, except as may be expressly permitted hereby or thereby; (B) permit any lien, charge, adverse claim, security interest, mortgage or other encumbrance (other than the lien of this Indenture and any lien for taxes not yet due and payable) to be created on or extend to or otherwise arise upon or burden the Trust Estate or any part thereof, any interest therein or the proceeds thereof, or (C) take any action that would permit the lien of this Indenture not to constitute a valid first priority perfected security interest in the Trust Estate;

(vi) employ any employees; or

(vii) enter into or permit to exist, directly or indirectly, any transaction (including, without limitation, the purchase, sale, lease or exchange of any property or the rendering of any service) with any Affiliate of the Issuer, except for transactions in the ordinary course of the business of the Issuer and upon fair and commercially reasonable terms which are no less favorable to the Issuer than would be obtained in a comparable arm's-length transaction with a Person that is not such an Affiliate.

(b) The Issuer shall not exercise any right of the lessor under either of the CRC Leases (including, without limitation, any right to make any election or determination or give any consent, direction, or waiver under such CRC Lease) without the prior written approval of the Trustee, all of which rights are assigned to the Trustee by virtue of the CRC Lease Assignments, including the collateral assignments thereof by the Issuer to the Trustee. To the extent any such consent may not be unreasonably withheld by the applicable Borrower under the applicable CRC Lease, the Trustee and the Noteholders shall be bound by such reasonableness standard.

Section 7.9. Statement as to Compliance.

Promptly upon request by the Trustee or any Noteholder, the Issuer shall deliver to the Trustee an Officer's Certificate stating, as to each signer thereof, that:

(a) a review of the activities of the Issuer during the preceding six-month period and of the Issuer's performance under this Indenture has been made under his or her supervision; and

(b) to the best of his or her knowledge, based on such review, the Issuer has fulfilled all of its obligations under this Indenture and the Mortgage Note Documents throughout such six-month period has complied fully with the terms and provisions hereof and no Default exists hereunder or thereunder, or, if there has or had been a Default during such quarter, specifying each such Default known to him and the nature and status thereof.

Section 7.10. Issuer May Not Consolidate, Etc.

Except as expressly permitted by Sections 7.11, the Issuer shall not consolidate or merge with or into any other Person or convey or transfer its properties and assets to any Person.

Section 7.11. No Other Business.

The Issuer shall not engage in any business or activity other than: (i) issuing and selling the Notes pursuant to this Indenture and acquiring, owning, and pledging the Trust Estate in accordance with the terms of this Indenture; (ii) issuing or incurring indebtedness permitted by Section 7.8(a)(iii); and (iii) engaging in any other activities which are necessary, suitable, or convenient to accomplish the matters set forth in this Section 7.11 or are incidental thereto or connected therewith. The organizational documents of the Issuer provide that the Issuer is restricted to engaging only in such business or activities.

Section 7.12. No Purchase of Notes.

The Issuer may not acquire any Notes.

Section 7.13. Investment Company Act.

The Issuer shall at all times while the Notes are outstanding take all actions necessary to ensure that the Issuer is at all times exempt from and need not register as an "investment company" under the Investment Company Act, and shall at no time allow itself to be controlled by an "investment company" as defined in the Investment Company Act.

Section 7.14. Notice of Event of Default.

Upon the occurrence of any Default or Event of Default, the Issuer shall promptly notify the Trustee thereof in writing.

Section 7.15. Use of Proceeds.

The Issuer shall use the proceeds from the sale and issuance of the Notes solely for the purposes set forth in Section 3.4. The Issuer will not use any of the proceeds from the sale and issuance of the Notes for the purchase of any security that constitutes "margin stock" or "margin securities" within the meaning of Regulations G, T, U or X

of the Board of Governors of the Federal Reserve System (or any successor regulations thereto).

Section 7.16. Books and Records.

The Issuer shall keep accurate books and records regarding the Notes and the Trust Estate and its business affairs and transactions.

Section 7.17. Consents, Waivers and Modifications of Other Agreements.

Without the prior written consent of Majority Noteholders or obtaining an Opinion of Independent Counsel and Accountants that a requested action should have no material adverse effect on the Noteholders, neither the Issuer nor the Trustee will consent to, waive or enter into or acquiesce in or consent to any amendment, supplement or other modification of any of the terms or provisions contained in, or applicable to, any Mortgage Note Document, or CRC Lease or the partnership agreement or charter documents of any Borrower or the charter documents of any General Partner. In addition, neither the Issuer nor the Trustee will consent to any material amendment, supplement or other modification of any of the terms or provisions contained in, or applicable to, any CRC Note or any of the payment terms thereof without the prior written consent of the Lessee. At the cost of the Issuer, the Issuer shall provide to the Trustee and the Noteholders a copy of any such proposed amendment, supplement or other modification, as applicable, promptly upon receipt thereof by the Issuer. The fees and expenses incurred in connection with each such advice letter of Independent counsel shall be Administrative Expenses payable in accordance with the terms of this Indenture, and any such fees and expenses not so paid shall be paid by the Trustee, to the extent funds are available from the Trust Estate or are otherwise provided to the Trustee, on behalf of the Issuer subject to the Trustee's right of reimbursement therefor pursuant to Section 6.7. At the cost of the Issuer, the Issuer shall provide to the Trustee and the Noteholders a copy of the executed amendment, supplement or modification as soon as practicable after its execution.

Section 7.18. Grant of Trust Estate.

The Grant of the Trust Estate hereby made shall be valid and binding from and after the time of the delivery by the Trustee of the first Note authenticated and delivered under this Indenture. All present and future property of the Issuer subject to, or intended to be subject to, the

Grant of the Trust Estate hereby made shall immediately be subject to the lien created by such Grant and the obligation to perform the contractual provisions hereunder shall have priority over any and all other obligations and liabilities of the Issuer, and the lien created by such Grant shall be valid and binding as against all parties having claims of any kind in tort, contract, or otherwise against the Issuer irrespective of whether such parties have notice thereof.

Section 7.19. Rent to be Paid Over to Trustee.

The Issuer shall cause the Rent to be paid directly to the Trustee. If, notwithstanding these arrangements, the Issuer receives any Rent, the Issuer shall immediately pay over the same to the Trustee and if the Issuer is for any reason unable immediately to pay over such Rent to the Trustee, the Issuer shall hold all such rent in trust for the Trustee and shall pay over such Rent to the Trustee at the earliest possible time that the Issuer is able to do so.

Section 7.20. Fiscal Year End.

The Issuer will use the calendar year as its fiscal year and will not change its fiscal year.

Section 7.21. Inspection.

The Issuer shall permit and shall cause each Borrower to permit the Trustee, any Noteholder, or any authorized representative designated by any thereof, to visit, have access to and inspect, audit, appraise and verify any information in the possession of the Issuer or such Borrower with respect to, the Issuer, the Borrower, or any of the Properties, including any related financial, accounting and other files and records, and to make copies and take extracts therefrom, and to discuss the Issuer's or any Borrower's affairs, finances and business with its respective officers, directors, partners, employees and public accountants, at such reasonable times during normal business hours and as often as may be reasonably requested. The Issuer shall, at the request of the Trustee or any Noteholder, take all steps necessary to facilitate any such inspection, audit, appraisal or verification and, without limiting the generality of the foregoing, shall use its best efforts to cause the Issuer's or any Borrower's, as the case may be, officers, directors, partners, employees and public accountants to cooperate in this regard.

Section 7.22. Access to Accountants.

Upon request by the Trustee or any Noteholder, the Issuer shall use its best efforts to cause its public accountants to deliver to the Trustee (and upon receipt the Trustee shall deliver to each Noteholder) a letter stating that the Trustee and the Noteholders are entitled to rely on the financial statements (if any), reports and other material produced by such accountants for the Issuer or any other Person in connection with this Indenture or the Trust Estate Granted hereunder. The Issuer authorizes its public accountants to discuss the financial condition of the Issuer and the Properties with the Trustee and each Noteholder upon reasonable notice to the Issuer and such accountants and authorizes such accountants to disclose to the Trustee and the Noteholders any and all information of any kind that such accountants may have with respect to the financial condition of the Issuer and the Properties or either thereof. The Trustee and the Noteholders may make such requests and take such action permitted under this Section 7.22 as often as they may deem necessary including, without limitation, any time the Issuer changes its public accountants.

Section 7.23. Provision of Rule 144A Information.

During the period beginning on the original issuance date of the Notes and ending on the date that is three years from such date, the Issuer covenants and agrees that it shall, during any period in which the Lessee or the Issuer is not subject to Section 13 or 15(d) under the Exchange Act, make available to any Holder or beneficial holder of Notes which continue to be Restricted Notes in connection with any sale thereof, and make available to any prospective purchaser of Notes from such Holder or beneficial holder, the information required pursuant to Rule 144A(d)(4) under the Securities Act upon the request of such Holder or beneficial holder of the Notes. The Issuer shall take such further action as any Holder or beneficial holder of such Notes may reasonably request, all to the extent required from time to time to enable such Holder or beneficial holder to sell its Notes without registration under the Securities Act within the limitation of the exemption provided by Rule 144A, as such rule may be amended from time to time. Upon the request of any Holder or any beneficial holder of the Notes, the Issuer shall deliver to such Holder or beneficial holder a written statement as to whether it has complied with such requirements.

Section 7.24. Maintenance of Office.

The Issuer shall maintain its chief executive office and principal place of business at One Financial Center, Boston, Massachusetts, or at such other place in the United States of America as the Issuer shall designate upon 60 days' prior notice to the Trustee and the Noteholders as provided in Section 12.5 hereof.

Section 7.25. Copies of Notices.

The Issuer shall promptly send duplicate copies to the Trustee of all notices furnished to the Issuer or given by it to any of the Lessee, or any Borrower.

Section 7.26. Performance By Foodmaker.

To the extent Foodmaker performs any obligations of the Issuer hereunder which are capable of being performed by Foodmaker, such obligations of the Issuer shall be deemed satisfied.

ARTICLE EIGHT

SUPPLEMENTAL INDENTURES

Section 8.1. Supplemental Indentures.

(a) The Issuer, when authorized by a resolution of its Board of Directors, and the Trustee may amend or supplement this Indenture or the Notes without notice to or the consent of any Holder;

(i) to cure any ambiguity, defect or inconsistency;

(ii) to provide for the issuance of notes hereunder to be exchanged for the Notes pursuant to a Registered Exchange Offer (as defined in the Registration Rights Agreement);

(iii) to comply with any requirements of the Securities and Exchange Commission in connection with the qualification of this Indenture under the Trust Indenture Act of 1939, as amended, and the rules and regulations promulgated thereunder;

(iv) to evidence and provide for the acceptance of appointment hereunder by a successor Trustee appointed in accordance with Article Six; or

(v) to make any change that does not materially and adversely affect the rights of any Holder.

(b) With the written consent of the Holders of the Majority Noteholders, by Act of such Holders delivered to the Issuer and the Trustee, the Issuer and the Trustee may enter into an indenture or indentures supplemental hereto for the purpose of adding any provisions to, or changing in any manner or eliminating any of the provisions of, this Indenture or of modifying in any manner the rights of the Holders of the Notes under this Indenture; provided, however, that no such supplemental indenture shall, without the consent of the Holder of each Outstanding Note:

(i) change the Stated Maturity of the principal of, or any installment of principal of or interest on, any Note, or reduce or increase the principal amount thereof or the Note Interest Rate thereon or the rights of the Noteholders to the benefit of any provisions relating to the redemption of the Notes, change the provisions of this Indenture relating to the application of proceeds of the Trust Estate to the payment of principal or interest on the Notes, or change any place where, or the coin or currency in which, any Note or the interest thereon is payable, or impair the right to institute suit for the enforcement of any such payment on or after the Maturity thereof;

(ii) change the percentage in Aggregate Outstanding Amount of Notes, the consent of the Holders of which is required for the execution of any such supplemental indenture, or the consent of the Holders of which is required for any waiver of compliance with provisions of this Indenture or Defaults hereunder and their consequences provided for in this Indenture;

(iii) impair or adversely affect or release any part of the Trust Estate except as otherwise permitted herein;

(iv) permit the creation of any lien ranking prior to or on a parity with the lien of this Indenture with respect to any part of the Trust Estate or terminate the lien of this Indenture on any property at any time subject hereto or deprive any Noteholder of the security afforded by the lien of this Indenture;

(v) change the percentage of the Aggregate Outstanding Amount, the consent of the Holders of Notes of which is required to direct the Trustee to sell or liquidate the Trust Estate pursuant to Article Five;

(vi) modify any of the provisions of this Section 8.1, or Section 5.15, 7.18 or Section 11.14;

(vii) modify the proviso to the definition of the term "Outstanding" or modify the terms "Holder" and "Noteholder";

(viii) modify any of the provisions of this Indenture in such a manner as to affect the calculation of the amount of any payment of interest, premium, or principal due on any Note, on any Payment Date (including the calculation of any of the individual components of such calculation); or

(ix) cause the rating of the Notes to be lowered by either of the Rating Agencies.

At the cost of the Issuer, the Trustee shall provide to the Noteholders and, if any of the Notes are then rated by the Rating Agencies, to the Rating Agencies a copy of any proposed supplemental indenture at least 15 Business Days prior to the execution thereof by the Trustee. The Trustee shall request written confirmation from the Rating Agencies within such 15 Business Day period that the Rating Agencies will not, as a result of such supplemental indenture, cause the rating of the Notes to be lowered and the Trustee shall promptly provide the Noteholders with any written response received from the Rating Agencies. At the cost of the Issuer, the Trustee shall provide to the Noteholders and the Rating Agencies a copy of the executed supplemental indenture as soon as practicable after its execution. Any failure of the Trustee to mail such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such supplemental indenture.

Any solicitation of Holders of Notes to any consent, waiver, or amendment under this Indenture involving consideration shall provide that such consideration be paid equally to all Noteholders regardless of whether or not such Noteholders agree to such consent, waiver, or amendment or are entitled to participate in such consent, waiver, or amendment.

(c) Notwithstanding anything to the contrary contained herein, the provisions of Sections 5.4(b), 9.2(b) (regarding the withdrawal of funds from the Sinking Fund

Account), 9.7(a), 11.5, 11.6, 11.18 and 11.19 of this Indenture shall not be amended or supplemented without the prior written consent of Foodmaker.

Section 8.2. Execution of Supplemental Indentures.

In executing or accepting the additional trusts created by any supplemental indenture permitted by this Article Eight or the modifications thereby of the trusts created by this Indenture, the Trustee shall be entitled to receive, and (subject to Sections 6.1 and 6.3) shall be fully protected in relying upon, an Opinion of Independent Counsel stating that the execution of such supplemental indenture is authorized or permitted by this Indenture. The Trustee may, but shall not be obligated to, enter into any such supplemental indenture which affects the Trustee's own rights, duties, or immunities, respectively, under this Indenture or otherwise.

Section 8.3. Effect of Supplemental Indentures.

Upon the execution of any supplemental indenture permitted under this Article, this Indenture shall be modified in accordance therewith, and such supplemental indenture shall form a part of this Indenture for all purposes; and every Holder of Notes theretofore and thereafter authenticated and delivered hereunder shall be bound thereby whether or not the Notes have any reference or notation concerning such supplemental indenture.

ARTICLE NINE

ACCOUNTS, ACCOUNTING AND RELEASES

Section 9.1. Collection of Money.

Except as otherwise expressly provided herein, the Trustee may demand payment or delivery of, and shall receive and collect, directly and without intervention or assistance of any fiscal agent or other intermediary, all money and other property payable to or receivable by the Trustee pursuant to this Indenture or the Mortgage Note Documents or any collateral assignment thereof to the Trustee, including, without limitation, pursuant to either of the CRC Leases by virtue of the CRC Lease Assignments and the collateral assignment thereof by the Issuer to the Trustee, including, without limitation, all Rent, all payments due on the CRC Notes, and all other amounts received under the Mortgage Note Documents. To the extent any such amounts are paid or

delivered to the Issuer, such amounts shall be held in trust for the benefit of the Holders of the Notes and remitted to the Trustee by the Business Day following receipt of such amounts. The Trustee shall hold all such money and property received by it in trust for the Noteholders and shall apply it as provided in this Indenture.

Section 9.2. Collection Account, Sinking Fund Account and Equity Collection Account.

(a) Collection Account. The Trustee shall, prior to the Closing Date, establish a segregated non-interest bearing trust account for the benefit of the Noteholders which shall be called the "Collection Account" into which the Trustee shall from time to time deposit all amounts required to be deposited therein pursuant to the terms of this Indenture. Without limiting the foregoing, all Rent is required to be paid by the Lessee directly to the Trustee pursuant to the CRC Leases for deposit in the Collection Account, and for application hereunder by the Trustee in accordance with Section 10.1 or Section 5.8 (as applicable). All monies deposited from time to time in the Collection Account pursuant to this Indenture shall be held by the Trustee as part of the Trust Estate and shall be applied as herein provided.

(b) Sinking Fund Account.

(i) The Trustee shall, prior to the Closing Date, establish a segregated trust account for the benefit of the Noteholders which shall be called the "Sinking Fund Account" into which the Trustee shall deposit on each Payment Date to and including the Year Nine Installment Payment Date, the sum of the Unit Sinking Fund Payments due on such date under the Notes, from the funds deposited in the Collection Account (to the extent available and after giving effect to any distributions from the Collection Account pursuant to clauses FIRST through SIXTH of Section 10.1). All monies deposited in the Sinking Fund Account pursuant to this Indenture and all Reinvestment Income thereon shall be held by the Trustee as part of the Trust Estate. So long as no Event of Default has occurred and is continuing, all or a portion of the monies in the Sinking Fund Account shall be invested and reinvested at the Lessee's direction, by a written request dated and signed in the name of the Lessee by an Authorized Officer of the Lessee and delivered to the Trustee, in one or more Eligible Investments having a maturity date no later than the Business Day prior to the Year Nine Installment Payment Date.

(ii) In addition, so long as no Event of Default has occurred and is continuing, at the Issuer's and the Lessee's direction, by a written request dated and signed in the name of the Issuer and the Lessee by Authorized Officers of the Issuer and the Lessee and delivered to the Trustee, (A) upon Lessee's purchase of the applicable Borrower's interest in an Eligible Unit upon the Early Termination thereof, a portion of the balance of the Sinking Fund Account (herein referred to as the "Required Equity Account Contribution"), in an amount specified in such request and which shall equal the amount by which (I) two (2) times the Unit Percentage for each such Eligible Unit multiplied by the lesser of (aa) the balance in the Sinking Fund Account on such date or (bb) the amount which would have been the Ideal Sinking Fund Balance on such date (after taking into account the payments assumed to be made on such date in the definition of "Ideal Sinking Fund Balance" (inclusive of any payment of Individual Unit Special Rent (as defined in the applicable CRC Lease) attributable to such Eligible Unit which is due on such day), but disregarding the withdrawal on account of such Eligible Unit under clause (ii) of the definition of "Ideal Sinking Fund Balance"), exceeds (II) the excess, if any, of the Lessee's Early Termination Increment over the Lessee's Present Value Increment for such Eligible Unit (in each case as defined in the applicable CRC Lease) shall be deposited in the Equity Collection Account (any Required Equity Account Contribution actually deposited in the Equity Collection Account is referred to herein as an "Actual Equity Account Contribution") and an amount equal to the excess, if any, of the Lessee's Early Termination Increment over the Lessee's Present Value Increment for such Eligible Unit shall be released to Lessee in accordance with the instructions specified in Lessee's written request and (B) upon the applicable Borrower's purchase of Lessee's interest in an Eligible Unit upon the Early Termination thereof, an amount equal to the Required Equity Account Contribution shall be released to the applicable Borrower as specified in such request. Notwithstanding the foregoing, at such time as the aggregate Actual Equity Account Contributions (which for purposes of this sentence shall be deemed to include any Required Equity Account Contributions released to the applicable Borrower) together with the Reinvestment Income which would have been earned thereon had such Actual Equity Account Contributions accrued interest from the date of deposit (or deemed deposit) thereof into the Equity Collection Account at the rate of 6% (on the basis of a 360-day year), compounded semi-annually on the first day of each January and July), equal the present value (discounted to the date of such calculation at a discount rate of 6% (on the basis of a 360-day year) compounded semi-annually on the first day of each January and July of a payment of

\$11,500,000 due on the first business day of January, 2003, as certified in a certificate signed by an Authorized Officer of the Lessee and delivered to the Trustee, no further Required Equity Account Contributions shall be due or made or released to any Borrower.

In addition, so long as no Event of Default has occurred and is continuing, at the Issuer's and the Lessee's direction, by a written request dated and signed in the name of the Issuer and the Lessee by Authorized Officers of the Issuer and Lessee and delivered to the Trustee, upon the Year Nine Installment Payment Date and so long as all payments previously due or then due on the Notes have been paid, the remaining balance of the Sinking Fund Account shall be applied as follows:

(x) A portion of such balance, in an amount equal to the aggregate Required Equity Account Contributions for all Eligible Units as to which an Early Termination has been consummated (exclusive of the amounts of all Actual Equity Account Contributions previously deposited to the Equity Collection Account and Required Equity Account Contribution released to the Borrowers) together with all Reinvestment Income earned on the amounts of such Required Equity Account Contributions while they were retained in the Sinking Fund Account, as certified in a Certificate signed by Authorized Officers of the Issuer and the Lessee and delivered to the Trustee, shall be deposited in the Equity Collection Account; and

(y) The balance of such account shall be released to Lessee.

If an Event of Default has occurred and is continuing or if the Lessee shall not have given any directions pursuant to this Subsection 9.2(b), the Trustee shall invest and reinvest such monies as fully as practicable in one or more Eligible Investments and which are, to the extent available, administered by the Trustee or an Affiliate of the Trustee. All income or other gain from such investments shall be credited to the Sinking Fund Account and shall be applied as provided above. Any loss resulting from such investments shall be charged to the Sinking Fund Account. The Trustee shall not in any way be held liable by reason of any insufficiency in the Sinking Fund Account resulting from any loss on any Eligible Investment, except as otherwise provided in Subsection 6.3(i). Nothing contained herein shall limit the obligations of the Issuer to pay the Initial Bullet Payment (as defined in the Notes) or any other amounts payable under each of the Notes in the event the funds in the Collection

Account are not sufficient to pay the full amount of the Initial Bullet Payment under (and as defined in) each of the Notes on the Year Nine Installment Payment Date or such other payments when due.

(c) Equity Collection Account. The Trustee shall, prior to the Closing Date, establish a segregated trust account for the benefit of the Noteholders which shall be called the "Equity Collection Account." Provided that no Event of Default has occurred and is continuing, the sum of the Purchase Price plus the Special Sinker Rent (if any) paid under (and as such terms are defined in) the CRC Leases for any Property in connection with the Early Termination or exercise of the Year Nine Option or making of the Year Nine Offer (as defined in the CRC Leases), minus the Termination Value of such Property, which amount shall be certified in an Officer's Certificate by an Authorized Officer of the Issuer (as agent to the applicable Borrower) to the Trustee, shall be transferred by the Trustee from the Collection Account, after giving effect to the distributions from the Collection Account set forth in clauses FIRST through TENTH of Section 10.01, to the Equity Collection Account. In addition, deposits shall be made to the Equity Collection Account as provided in Section 9.2(b). Monies in the Equity Collection Account (including any Reinvestment Income thereon) shall be held by the Trustee as part of the Trust Estate as collateral for the repayment of the Notes. So long as no Event of Default has occurred and is continuing, all or a portion of the monies in the Equity Collection Account shall be invested and reinvested upon Issuer Order, in one or more Eligible Investments having a maturity date no later than the Business Day prior to the Stated Maturity. If an Event of Default has occurred and is continuing or if the Issuer (as agent for the applicable Borrower) shall not have given any directions pursuant to this Subsection 9.2(c), the Trustee shall invest and reinvest such monies as fully as practicable in one or more Eligible Investments and which are, to the extent available, administered by the Trustee or an Affiliate of the Trustee. All income or other gain from such investments shall be credited to the Equity Collection Account and shall be applied as provided above. Any loss resulting from such investments shall be charged to the Equity Collection Account. The Trustee shall not in any way be held liable by reason of any insufficiency in the Equity Collection Account resulting from any loss on any Eligible Investment, except as otherwise provided in Subsection 6.3(i). Upon the satisfaction and discharge of this Indenture in accordance with Section 4.2, any funds deposited in the Equity Collection Account and any Reinvestment Income thereon shall be distributed by the Trustee to the applicable Borrower,

upon written request of the Issuer joined in by both Borrowers and authorization by the Issuer as to the Borrower entitled to such funds or any portion thereof. Upon the occurrence of any Event of Default, the funds deposited in the Equity Collection Account and any Reinvestment Income thereon may be applied by the Trustee to the outstanding principal balance of the Notes and any accrued interest thereon or any other sums owing hereunder or under the Mortgage Note Documents.

Section 9.3. Accounting.

If the Trustee shall not have received any accounting provided for in this Section 9.3 on or before the first Business Day after the date on which such accounting is due to the Trustee, the Trustee shall immediately notify the Issuer of such fact.

(a) Payment Date Accounting. The Issuer shall prepare a statement (the "Payment Date Statement") not later than the second Business Day preceding each Payment Date. Upon request by the Trustee, the Issuer shall provide or cause the Lessee to provide the Trustee with all information not in the Trustee's possession and necessary to prepare each Payment Date Statement in a timely manner. The Trustee shall forward copies of the Payment Date Statement to each Noteholder on each Payment Date (in the manner set forth in Section 12.5) and the Trustee shall not be liable for any error made in calculating or otherwise determining the information required to be set forth in the Payment Date Statement pursuant to this Subsection 9.3(a), except for any error resulting from negligence, willful misconduct, or bad faith on the part of the Trustee or its employees. Pursuant to Subsection 6.7(c), the Issuer shall indemnify the Trustee for any loss, liability or expense incurred without negligence, willful misconduct or bad faith on the part of the Trustee or its employees arising out of the Trustee's preparation and delivery of the Payment Date Statement and disbursements made pursuant thereto. The Payment Date Statement shall contain, without limitation, the following information with respect to each Payment Date:

(i) The interest to be paid on such Payment Date on the Notes, and the portion thereof, if any, that was due but not paid on a previous Payment Date;

(ii) The premium, if any, to be paid on such Payment Date on the Notes, and the portion thereof, if any, that was due but not paid on a previous Payment Date;

(iii) The Aggregate Outstanding Amount of Notes before giving effect to any payment to be made on such Payment Date;

(iv) The principal (if any) to be paid on such Payment Date on the Notes;

(v) The amount of cash held in the Collection Account as of the related Determination Date (before giving effect to any distributions to be made on such Payment Date);

(vi) The amount of cash and Eligible Investments and Reinvestment Income thereon (if any) held in the Construction Account (including the Additional Unit Acquisition Account) as of the related Determination Date (before giving effect to any distributions to be made on such Payment Date);

(vii) The amount of cash held in the Proceeds Account (if any) as of the related Determination Date (before giving effect to any distributions to be made on such Payment Date);

(viii) The amount of cash held in the Administrative Expenses Account (if any) as of the related Determination Date (before giving effect to any distributions to be made on such Payment Date);

(ix) The amount of cash held in the Closing Costs Account (if any) as of the related Determination Date (before giving effect to any distributions to be made on such Payment Date);

(x) The amount of cash and Eligible Investments and Reinvestment Income thereon (if any) held in the Sinking Fund Account as of the related Determination Date (before giving effect to any distributions to be made on such Payment Date);

(xi) The amount of cash and Eligible Investments and Reinvestment Income thereon (if any) held in the Equity Collection Account as of the related Determination Date (before giving effect to any distributions to be made on such Payment Date);

(xii) The amount to be withdrawn from the Administrative Expenses Account, the Closing Costs Account, the Collection Account (including the Additional Unit Acquisition Account), the Construction Account, the Sinking Fund Account, the Equity Collection

Account, and the Proceeds Account, if any, as of such Determination Date, which amount shall be disbursed in accordance with Sections 9.6(a) and (b), 10.1 (or 5.8, as applicable), 9.5, 9.2(b), and 11.5 or 11.6, respectively;

(xiii) The balance remaining in the Administrative Expenses Account, the Closing Costs Account, the Collection Account (including the Additional Unit Acquisition Account), the Construction Account, the Sinking Fund Account, the Equity Collection Account, and the Proceeds Account immediately after all withdrawals to be made from such account(s) on such Payment Date;

(xiv) The amount due to the Trustee under Section 6.7 of the Indenture;

(xv) The amount of any Administrative Expenses for such Payment Date other than as set forth in Section 9.3(a)(xi);

(xvi) The amount of all CRC-I Rent received for the related Interest Accrual Period;

(xvii) The amount of all CRC-II Rent received for the related Interest Accrual Period;

(xviii) The amount of all Rent credited to interest payments on the CRC Notes for the related Interest Accrual Period;

(xix) The amount of all Rent and other amounts credited to principal payments on or with respect to the CRC Notes (including and shown on an itemized basis, all Principal Payments and all Liquidation Proceeds and Insurance and Condemnation Proceeds applied to reduction of principal) for the related Interest Accrual Period and a calculation showing how each such amount was derived;

(xx) The amounts required to be deposited on such date in the Administrative Expenses Account, the Sinking Fund Account and the Equity Collection Account pursuant to Sections 9.6(b), 9.2(b) and 9.2(c); and

(xxi) The amount of all Reinvestment Income payable to Foodmaker in accordance with the CRC Leases.

(b) Payment Date Instructions. The Trustee shall withdraw on each Payment Date from the Collection Account and pay, in accordance with Subsection 2.8(c), to the

Persons entitled thereto and deposit in the Administrative Expenses Account, Sinking Fund Account and Equity Collection Account, funds in the specified amounts set forth in the Payment Date Statement in accordance with the priorities established in Section 10.1 or in Section 5.8, as the case may be.

(c) Annual Reports. Within ninety (90) days after the last day of each calendar year, the Issuer shall deliver to each Noteholder a copy of: (i) a balance sheet of the Issuer as at the end of such year setting forth in comparative form the figures for the corresponding period in the previous fiscal year, and (ii) statements of income and retained earnings and of changes in cash flows of the Issuer for such year, setting forth in comparative form the figures for the previous fiscal year, all in reasonable detail and certified by the chief financial officer of the Issuer as being accurate and complete and, if requested by Majority Noteholders, or if required under any applicable securities laws, accompanied by an Accountants' Certificate, which certificate shall state that such financial statements fairly present the financial condition of the Issuer and that the examination of such accountants in connection therewith has been made in accordance with generally accepted auditing standards, and accordingly employed such tests of the accounting records and such other auditing procedures as were deemed necessary.

Section 9.4. Construction Account.

(a) The Trustee shall, prior to the Closing Date, establish a segregated trust account for the benefit of the Noteholders which shall be called the "Construction Account." The Trustee shall, on the Closing Date, deposit the amount specified in Subsection 3.4(b)(iii) above in the Construction Account. The Trustee shall, on the Closing Date, deposit the amount specified in Subsection 3.4(a)(iii) above in the Additional Unit Acquisition Account, which shall be a subaccount of the Construction Account. All monies deposited from time to time in the Construction Account (including, without limiting, the Additional Unit Acquisition Account) pursuant to this Indenture and all Reinvestment Income thereon shall be held by the Trustee as part of the Trust Estate and shall be applied to the purposes herein provided.

(b) So long as no Event of Default has occurred and is continuing, all or a portion of the monies in the Construction Account (including, without limiting, the Additional Unit Acquisition Account) shall be invested and reinvested at the Lessee's direction, by a written request

dated and signed in the name of the Lessee by an Authorized Officer of the Lessee and delivered to the Trustee, in one or more Eligible Investments having a maturity date no later than the Business Day prior to the next Payment Date. If an Event of Default known to a Responsible Officer of the Trustee has occurred and is continuing, the Trustee shall invest and reinvest such monies as fully as practicable in one or more Eligible Investments and which are, to the extent available, administered by the Trustee or an Affiliate of the Trustee. All income or other gain from such investments shall be credited to the Construction Account and, provided no CRC Lease Event of Default or Mortgage Event of Default under any Foodmaker Mortgage shall have occurred and be continuing, shall be disbursed to the Lessee on each Payment Date in accordance with the CRC Leases as specified in the applicable Payment Date Statement. If a CRC Lease Event of Default or Mortgage Event of Default under any Foodmaker Mortgage shall have occurred and shall be known to a Responsible Officer of the Trustee, such income and gain shall be transferred by the Trustee to the Collection Account and disbursed pursuant to Section 10.1 or 5.8 (as applicable). Any loss resulting from such investments shall be charged to the Construction Account. The Trustee shall not in any way be held liable by reason of any insufficiency in the Construction Account resulting from any loss on any Eligible Investment, except as otherwise provided in Subsection 6.3(i).

Section 9.5. Releases from the Construction Account.

(a) The Trustee shall, from time to time as requested in writing by the Lessee, release, on behalf of CRC-I or CRC-II (as applicable), to the Lessee or to such Person as the Lessee may direct in writing, (A) funds on deposit in the Additional Unit Acquisition Account as CRC-I acquires an estate for years in each of the Potential Additional Units identified on the attached Schedule A-3 (or such Substitute Units acquired in substitution of any of the Potential Additional Units identified on the attached Schedule A-3 in accordance with Article 15 of the Master Lease), which funds shall be used to finance the purchase by CRC-I of such estates for years, and (B) funds on deposit in the Construction Account (other than funds in the Additional Unit Acquisition Account) as the Lessee acquires each of the Potential Construction Units identified on the attached Schedule B (or such Substitute Units acquired in substitution of any of the Potential Construction Units identified on the attached Schedule B in accordance with Article 15 of the CRC-II Lease) and CRC-II acquires an estate for years therein from the Lessee, which funds shall be used to finance the purchase by CRC-II of such estate for

years in, and the construction by the Lessee of a Jack In The Box Restaurant on, each such Property in accordance with the terms of the CRC-II Lease. Any such release shall be made within five (5) Business Days after written notice to the Trustee including the amount requested to be released, the date on which the release is requested to be effected, and a schedule of the Additional Unit(s) or Potential Construction Unit(s) with respect to which such release is being requested, and satisfaction of the conditions set forth in this Section 9.5(a) and Section 9.5(b), to the extent such funds are available in the Additional Unit Acquisition Account or the balance of the Construction Account, respectively. Any such release shall require delivery to the Trustee of the following with respect to each such Potential Additional Unit and Potential Construction Unit, each duly executed and acknowledged (where required) by all of the parties thereto (as applicable), and each in form and substance satisfactory to the Trustee and the Noteholder's Counsel:

(i) an original certificate of the Lessee in the form attached hereto as Exhibit K as to the facts set forth above and the other matters set forth in Exhibit K (which certificate shall include, in the case of a Substitute Unit, a certification by the Lessee that the fair market value of the Substitute Unit is no less than the fair market value of the unit identified on the attached Schedule A-3 or B for which the Substitute Unit has been substituted);

(ii) the original deed executed by the Lessee conveying an estate for years in the applicable Property to the applicable Borrower in the form attached hereto as Exhibit L with such modifications thereto as may be necessary under applicable state law as approved by Noteholder's Counsel;

(iii) an original Short-Form Master Lease, Notice of Non-Responsibility and Subordination and Recognition Agreement in the form attached hereto as Exhibit M with such modifications thereto as may be necessary under applicable state law as approved by Noteholder's Counsel;

(iv) an original CRC Mortgage executed by the applicable Borrower, and an original Foodmaker Mortgage executed by the Lessee, in each case with the collateral assignment thereof from the Issuer to the Trustee, which Mortgages and collateral

assignments shall be in the form of the deed of trust or mortgage (as applicable) attached as Exhibits D-2 and D-4, respectively, with such modifications thereto as may be necessary under applicable state law as approved by Noteholder's Counsel;

(v) a supplement to the applicable CRC Lease Assignment executed by the applicable Borrower, with consent thereto executed by the Lessee, in the form attached hereto as Exhibit N;

(vi) a Uniform Commercial Code financing statement on Form UCC-1 naming each of the applicable Borrower and the Lessee, respectively, as debtor, the Issuer, as secured party and the Trustee, as assignee;

(vii) the Insurance Policies or certificates (which may be blanket certificates) evidencing the Insurance Policies for the applicable Property;

(viii) the original Title Policy or Policies or commitments therefor with respect to such Property, insuring the applicable CRC Mortgage or Foodmaker Mortgage as valid and first priority liens on the applicable Borrower's estate for years interest and the Lessee's reversionary interest, respectively, in such Property in favor of the Issuer and the Trustee (by virtue of the collateral assignment thereof to the Trustee referred to in clause (iv) above) subject to no exceptions other than Permitted Encumbrances;

(ix) a copy of any survey used in connection with the issuance of such Title Policy;

(x) a copy of a "Phase I" environmental report concerning the Property, to the extent in the Lessee's or the applicable Borrower's possession;

(xi) Uniform Commercial Code financing statement on Form UCC-1 naming the Issuer, as debtor, and the Trustee, as secured party;

(xii) an original amendment to the applicable CRC Lease in the form attached hereto as Exhibit O-1 or O-2 (which shall be the sole original thereof and which shall be delivered to the Trustee and held by the Trustee during the term hereof);

(xiii) an original Officer's Certificate executed by an Authorized Officer of the Lessee in the form attached hereto as Exhibit H;

(xiv) opinions of Independent Counsel addressed to the Trustee and the Noteholders (including opinions of special New York counsel and local counsel in the state in which each such Property is located), substantially in the forms attached hereto as Exhibits B, and I-1 through I-4, which opinions shall be approved by Noteholders' Counsel, and may include customary assumptions, limitations, qualifications and exclusions; and

(xv) an updated schedule to the CRC Notes describing the Mortgages which secure such notes.

All such Security Documents and other documents and assignments thereof to the Trustee shall, as applicable, be in appropriate form for filing or recording and shall be duly filed or recorded in the offices where such filing or recording is required in the state where the relevant Property is located; provided that the Trustee shall not be required to determine whether any document is in recordable form or see to the filing or recording of any document. With respect to the original Security Documents or any other of the documents referred to above or any assignments thereof to the Trustee that requires filing or recordation, the Issuer shall represent and warrant in writing that such original Security Document or other document or assignment thereof has been delivered to the title company issuing the Title Policies for filing or recordation, as the case may be and the Trustee is hereby directed to accept such copies. In all such instances, the Issuer shall deliver or cause to be delivered such original Security Document or other document or assignment thereof to be filed or recorded to the Trustee, with evidence of filing or recording, as the case may be, indicated thereon, within 60 days after such release of funds from the Construction Account.

All filing and recording required pursuant to this Section 9.5 shall be accomplished at the expense of the Issuer.

All of the foregoing documents and items shall be subject to review by the Noteholders' Counsel for conformity with the requirements hereof and of the applicable CRC Lease and, in the case of a Substitute Unit which is located in a state other than Arizona, California, Texas, Washington, Illinois or Missouri, to review by local counsel in such state to the extent Noteholders' Counsel deems reasonably necessary. The Trustee may rely conclusively on the review by Noteholders' counsel as to conformity of the foregoing documents or items with such requirements. The Issuer shall pay or cause the Lessee to pay all expenses incurred by the Trustee and the Noteholders in connection with any release of funds from the Construction Account, including, without limitation, reasonable attorneys' fees and expenses (including, without limitation, for special local counsel, if any) incurred in reviewing any of the foregoing documents or items.

(b) In no event shall funds in the Construction Account be released to the Lessee or to any other Person with respect to any Potential Construction Unit or Additional Unit or any Substitute Unit: (i) in excess of the lesser of (A) the amount allocated to such unit on the attached Schedule B or A-3, as applicable (or, in the case of a Substitute Unit, in excess of the amount allocated to the Released Unit on the attached Schedule A-3 or B), or (B) in the case of any Potential Construction Unit, the amount which, when added to all prior releases of funds from the Construction Account (other than funds in the Additional Unit Acquisition Account) pursuant to this Indenture, does not exceed the Maximum Construction Unit Allowance and, in the case of any Potential Additional Unit, the amount which when added to all prior releases of funds from the Additional Unit Acquisition Account does not exceed the sum of the amounts allocated to such units on Schedule A-3; (ii) if the Lessee has not acquired fee title to such Property and conveyed an estate for years in such Property to the applicable Borrower; (iii) if the Trustee has not received any of the documents, instruments or items required to be delivered to the Trustee pursuant to Section 9.5(a); (iv) if, in the case of a Substitute Unit, any of the other conditions to such Substitution set forth in Article 15 of the applicable CRC Lease have not been satisfied as certified by the Lessee in the certificate referred to in clause (i) above; or (v) if a CRC Lease Event of Default or Mortgage Event of Default under any Foodmaker Mortgage has occurred and is continuing.

(c) If any of the conditions set forth in clauses (ii) through (v) of Section 9.5(b) have not been met, the funds then remaining in the Construction Account

(including the Additional Unit Acquisition Account) and any Reinvestment Income thereon shall not be released to the Lessee or any other Person, but shall instead be retained in the Construction Account as security for the payment of the Notes in accordance with the Deposit Accounts Security Agreements and the collateral assignment thereof by the Issuer to the Trustee, and upon a CRC Lease Event of Default or Mortgage Event of Default under any Foodmaker Mortgage shall be transferred by the Trustee to the Collection Account and applied to the Aggregate Outstanding Amount of the Notes as provided in Section 10.1 or 5.8 (as applicable).

(d) Subject to satisfaction of all of the conditions set forth in this Section 9.5, provided such funds have not been transferred to the Collection Account as provided in Section 9.4(b), 9.5(c) and Section 10.1, such funds shall be released to the Lessee or its designee through the escrow established with the title company issuing the Title Policies or, in the case of the portion of any such funds to be released representing costs of construction of the Jack In The Box restaurant to be constructed on a Potential Construction Asset, directly to the Lessee in accordance with written instructions from the Lessee upon the consummation of the Lessee's acquisition of such Property. Funds in the Construction Account shall continue to be released to the Lessee upon satisfaction of the conditions set forth in this Section 9.5 notwithstanding any other Event of Default or any foreclosure under any CRC Mortgage so long as no CRC Lease Event of Default or Mortgage Event of Default under any Foodmaker Mortgage has occurred and is continuing.

(e) Prior to releasing any funds from the Construction Account, the Trustee shall receive and be entitled to rely conclusively upon an Officer's Certificate of the Issuer and/or the Lessee and/or an Opinion of Counsel to the effect that all conditions precedent herein to such release have been satisfied.

Section 9.6. Establishment of and Releases from Closing Costs Account and Administrative Expenses Account.

(a) The Trustee shall, prior to the Closing Date, establish a segregated account for the benefit of the Noteholders which shall be called the "Closing Costs Account" into which the Trustee shall, on the Closing Date, deposit the amounts specified in Sections 3.4(a) and (b), respectively. All monies deposited in the Closing Costs Account pursuant to this Indenture shall be held by the

Trustee as part of the Trust Estate and shall be applied by the Trustee at the written direction of the Issuer or any Noteholder to pay all Closing Costs (to the extent such funds are sufficient therefor) incurred by the Trustee or the Noteholders with respect to the closing hereunder on the Closing Date, or the closing of the acquisition of any Potential Additional Unit listed on the attached Schedule A-3 or Potential Construction Unit listed on the attached Schedule B or Substitute Unit in the case of a permitted Substitution, subject in the case of reimbursement to any Noteholder of receipt of written certification from such Noteholder (with a copy to the Lessee at its address set forth in the CRC Leases) that any Closing Costs for which it requests reimbursement were properly incurred in connection with any such closing. In the event the monies deposited in the Closing Costs Account are not sufficient at any time to pay all such Closing Costs in full, the Issuer shall pay or shall cause the Lessee to pay all excess Closing Costs on the Closing Date or, in the case of the closing of any Potential Additional Unit or Potential Construction Unit or any Substitute Unit, on the closing date thereof, or otherwise promptly upon written demand by the Trustee. In the event that upon satisfaction and discharge of this Indenture pursuant to Section 4.2, the actual Closing Costs that have been incurred by the Trustee and the Noteholders hereunder are less than the monies remaining in the Closing Costs Account, such excess funds shall be released by the Trustee to the Lessee upon its written certification that it is entitled to such excess funds. The Trustee shall be entitled to rely conclusively on any such certification.

(b) The Trustee shall, prior to the Closing Date, establish a segregated trust account for the benefit of the Noteholders which shall be called the "Administrative Expenses Account" into which the Trustee shall deposit, on each Payment Date, to the extent available, \$25,000 from the funds deposited in the Collection Account (after giving effect to any distributions from the Collection Account pursuant to clauses FIRST through SEVENTH of Section 10.1) representing the estimated Administrative Expenses for the preceding six (6) month period. All monies deposited in the Administrative Expenses Account pursuant to this Indenture shall be held by the Trustee as part of the Trust Estate and shall be applied by the Trustee to pay Administrative Expenses. In the event the monies deposited in the Administrative Expenses Account are not sufficient at any time to pay in full any Administrative Expenses then due but unpaid, the Issuer shall pay or shall cause the Lessee to pay such excess Administrative Expenses promptly in accordance with Section 6.7 hereof. Funds deposited in the Administrative Expenses Account and not applied as provided

herein shall be held by the Trustee in the Administrative Expenses Account and shall be used to pay subsequently accrued Administrative Expenses; provided, that upon satisfaction and discharge of this Indenture pursuant to Section 4.2, any excess funds in the Administrative Expenses Account not needed to pay Administrative Expenses shall be released to the Lessee. The Trustee shall provide the Issuer (with a copy to the Lessee at its address set forth in the CRC Leases) with invoices for all Administrative Expenses, whether or not paid from funds in the Administrative Expenses Account.

Section 9.7. Releases.

(a) In addition to releases of funds from the Sinking Fund Account pursuant to Section 9.2(b), from the Equity Collection Account pursuant to Section 9.2(c), from the Construction Account pursuant to Section 9.5, from the Closing Costs Account and the Administrative Expenses Account pursuant to Section 9.6, and from the Proceeds Account pursuant to Section 11.5, the Trustee may, and when required by the provisions of this Indenture shall, execute instruments to release property from the lien of this Indenture, or convey the Trustee's interest in the same, in all cases in accordance with the provisions of this Indenture. No party relying upon an instrument executed by the Trustee as provided in this Section 9.7 shall be bound to ascertain the Trustee's authority, inquire into the satisfaction of any conditions precedent or see to the application of any monies.

(b) The Trustee shall, at such time as there are no Notes Outstanding and all obligations of the Issuer hereunder have been satisfied (including the payment of all fees and expenses of the Trustee), release the Trust Estate from the lien of this Indenture and deliver it to the Issuer or other Person legally entitled thereto.

Section 9.8. Reports.

The Trustee and the Issuer shall each supply in a timely fashion to the other and, upon request to any Noteholder, any information available to either of them that the other, or any Noteholder, may from time to time request with respect to the CRC Notes or the Collection Account, Sinking Fund Account, Construction Account, Closing Costs Account, Administrative Expenses Account, Equity Collection Account or Proceeds Account or that is reasonably needed to complete the Payment Date Statement or to provide any other information required to be provided by Section 9.3.

Section 9.9. Form of Reports.

With the prior written consent of the Majority Noteholders, the Issuer or the Trustee may change the format of any report required to be delivered by it pursuant to this Indenture in order to better present the information required by this Indenture or to clarify any ambiguities in such reports. Any such change in any report will be effective after such consent and three Business Days after delivery of notice thereof by the party making such change to the other party to this Indenture and the other party to this Indenture may change the format of any reports it delivers to correspond to such changes.

ARTICLE TEN

APPLICATION OF MONIES

Section 10.1. Disbursements of Monies from the Collection Account.

(a) On each Payment Date, the Trustee shall withdraw funds from the Collection Account (unless otherwise provided pursuant to Section 5.8 hereof) and shall make the following disbursements to the extent funds are available therefor:

FIRST: to the Noteholders, an amount equal to the interest previously due on the Notes but unpaid;

SECOND: to the Noteholders, an amount equal to the interest due on the Notes;

THIRD: to the Noteholders, an amount equal to any premium previously due with respect to the Notes but unpaid;

FOURTH: to the Noteholders, an amount equal to any premium due on the Notes;

FIFTH: to the Noteholders, an amount equal to the principal previously due with respect to the Notes but unpaid;

SIXTH: to the Noteholders, an amount equal to the principal due on the Notes;

SEVENTH: with respect to each Payment Date to and including the Year Nine Installment Payment Date, the Aggregate Unit Sinking Fund Payments due on such date under the Notes shall be deposited in the Sinking Fund Account in accordance with Section 9.2(b);

EIGHTH: \$25,000 shall be deposited in the Administrative Expenses Account in accordance with Section 9.6(b);

NINTH: to the payment of all amounts due and unpaid to the Trustee under Section 6.7 and to the payment of all remaining Administrative Expenses to the extent not paid from funds held in the Administrative Expenses Account;

TENTH: to Foodmaker, an amount not to exceed all Reinvestment Income earned on the funds in the Construction Account during the preceding Interest Accrual Period;

ELEVENTH: to the Equity Collection Account in an amount equal to the Equity Collection Account Contributions previously due but unpaid or then due under the Notes;

TWELFTH: on any Payment Date (or on the Stated Maturity) on which (after giving effect to the distributions made pursuant to the foregoing clauses) there is no continuing Default or Event of Default, to the Issuer or to such Person as the Issuer may direct or to any other Person legally entitled thereto, an amount equal to the remaining funds in the Collection Account.

If, on any Payment Date the amount on deposit in the Collection Account is insufficient to make the payments set forth in clauses FIRST through EIGHTH, then the Trustee shall, before making such payments, transfer to the Collection Account funds sufficient to make such payments from the Construction Account, the Equity Collection Account and the Proceeds Account to the extent funds are available therefor.

If, in order to make the disbursements set forth above, the Trustee requires additional information with respect to the priority of payments within any clause above or otherwise, the Trustee may request and the Issuer shall provide the Trustee with such information.

(b) If the amount available in the Collection Account on a Payment Date is insufficient to make the full amount of the disbursements required by the accounting furnished by the Issuer pursuant to Subsection 9.3(a), the Trustee shall make the disbursements called for in the order and according to the priority set forth under Subsection 10.1(a) above or Section 5.8, as the case may be, to the extent funds are available therefor.

Section 10.2. Trust Account.

All monies held by, or deposited with the Trustee in the Collection Account, pursuant to the provisions of this Indenture shall be deposited in one or more segregated trust accounts for the benefit of the Noteholders. To the extent monies deposited in any trust account exceed the FDIC insured amounts, such accounts shall be invested in Eligible Investments in the manner provided in Subsection 9.2(b).

ARTICLE ELEVEN

ADMINISTRATION AND SERVICING OF CRC
NOTES AND MORTGAGES

Section 11.1. Duties and Responsibilities as to Servicing.

The Trustee shall receive such amounts as are delivered to it with respect to each CRC Note, and shall hold, and subject to the provisions hereof, enforce the CRC Notes and the Mortgages in the best interests of and for the benefit of the Noteholders in accordance with the terms of this Indenture. The Trustee shall not have any duties or responsibilities regarding the CRC Notes and the Mortgages except those expressly set forth in this Article Eleven and no implied covenants, responsibilities, duties, obligations or liabilities shall be read into this Indenture or the Mortgage Note Documents or otherwise imposed upon the Trustee.

Section 11.2. Delegation of Duties; Sub-Servicing.

(a) The Trustee may execute any of its duties hereunder by or through other Persons. The Trustee may enter into servicing agreements with a servicer for the servicing and administration of all or part of the CRC Notes and the Mortgages, provided such servicer and such servicing agreement conform to the requirements therefor in this Indenture. Each servicer must be a reputable, knowledgeable and competent servicer of commercial mortgage loans and be qualified to transact business and be in good standing under

the laws of each state in which any Property serviced by the servicer is located or be otherwise exempt under applicable law from such qualification. References in this Indenture to actions taken or to be taken by the Trustee in servicing the CRC Notes and the Mortgages include actions taken or to be taken by a servicer on behalf of the Trustee provided that none of the provisions of this Indenture relating to servicing agreements or to actions taken through any such servicer or otherwise shall be deemed to relieve the Trustee of any of its express duties and obligations to the Noteholders hereunder, with respect to the servicing of the related CRC Notes and the Mortgages or otherwise, and the Trustee shall be primarily obligated with respect thereto to the same extent and under the same terms and conditions as if it alone were performing all such duties and obligations. The Trustee shall not be responsible for the acts or omissions of a servicer appointed with due care. Following an Event of Default hereunder, the Administrative Expenses to be reimbursed to the Trustee hereunder shall include the reasonable fees of any duly appointed servicer.

(b) The Trustee shall send written notice to the Issuer and Noteholders whenever it enters into any servicing arrangement identifying the servicer and enclosing a copy of the servicing agreement. Any servicing agreement that may be entered into and any other transaction or services relating to the CRC Loans involving a servicer shall be deemed to be between the servicer and the Trustee alone and Noteholders shall not be deemed parties thereto and shall have no claims, rights, obligations, duties or liabilities with respect to the servicer.

Section 11.3. Fidelity Note and Errors and Omissions Insurance Policy.

The Trustee, at the Trustee's expense, will maintain in effect during the term hereof a fidelity bond and an errors and omissions insurance policy, affording coverage for all directors, officers, employees and other Persons acting on the Trustee's behalf with respect to the Trustee's activities as a servicer of mortgage loans with recognized insurers having an A. M. Best's rating of A+ or better and a Standard & Poor's rating of "A" or better and in such amount as is customary for entities servicing commercial mortgage loan portfolios (either owned by such entity or by third persons) of a size similar to the portfolio serviced by the Trustee for itself or others. On or prior to the date of delivery of this Indenture and thereafter, upon the request of the Issuer or any Noteholder, the Trustee shall furnish to the Issuer or such requesting Noteholder copies of all binders and policies or

certificates evidencing that such note and insurance policy are in full force and effect. Notwithstanding the foregoing, the Trustee shall not be required to maintain an errors and omissions policy so long as the long term unsecured debt of the Trustee has a credit rating equal to or higher than AA.

Section 11.4. Files and Records.

The Trustee will maintain for each Mortgage a Mortgage file consisting of a complete copy of each Mortgage and related Mortgage Note Documents and any correspondence and other papers and documents relating to such Mortgage coming into the possession of the Trustee and specifically identifying such Mortgage that are material to the performance of the obligations of the Trustee hereunder.

Section 11.5. Trustee Receipt of Insurance and Condemnation Proceeds; Establishment of Proceeds Account.

(a) The CRC Leases and the Mortgages (and the collateral assignments thereof) require certain Insurance and Condemnation Proceeds to be delivered to the Trustee and certain funds to be deposited by Foodmaker with the Trustee in connection with a Destruction. Any such Insurance and Condemnation Proceeds and Foodmaker's funds (to the extent not otherwise applied pursuant to Subsection 11.5(b) hereof), received (and identified as such) by the Trustee shall promptly be deposited by the Trustee into, and shall be held by the Trustee in, one or more segregated trust accounts (collectively, the "Proceeds Account").

(b) Funds in the Proceeds Account shall be released by the Trustee to the Lessee in accordance with the terms of Article 12 of the CRC Leases and Section 1.03(c) of the Foodmaker Mortgages as certified by Foodmaker to the Trustee. The Trustee may conclusively rely on a certification by Foodmaker as to the satisfaction of such requirements and of the requirements for release of funds contained in subsection (c) hereof, as applicable.

(c) Upon the occurrence of a CRC Lease Event of Default or a Mortgage Default under any Foodmaker Mortgage in each case known to a Responsible Officer of the Trustee, all funds in the Proceeds Account will be immediately deposited in the Collection Account for application to payments on the Notes and other distributions pursuant to Subsection 10.1(a) or Section 5.8, as applicable. Funds in the Proceeds Account shall continue to be released to the Lessee upon satisfaction of the requirements of the CRC Leases and the Foodmaker Mortgages as certified by Foodmaker to the Trustee notwithstanding any other Event of Default or

foreclosure under any CRC Mortgage so long as no CRC Lease Event of Default or Mortgage Event of Default under any Foodmaker Mortgage has occurred and is continuing as certified by Foodmaker.

Section 11.6. Excess Insurance and Condemnation Proceeds.

Any funds remaining in the Proceeds Account with respect to a particular Property shall be released to the Lessee in accordance with the CRC Leases upon satisfaction of the requirements of the CRC Leases as certified by Foodmaker to the Trustee. The Trustee may conclusively rely on a certification by Foodmaker as to the satisfaction of such requirements.

Section 11.7. Payment of Taxes and Other Charges.

With respect to each Property, the Issuer shall maintain or shall, by monitoring compliance with the CRC Leases, cause the Lessee to maintain accurate records reflecting the status of taxes, assessments, and other charges which are or may become a lien upon any Property and the status of insurance premiums and coverage under the Insurance Policies and shall obtain, from time to time, all bills for the payment of such charges (including renewal premiums) and shall effect payment thereof prior to the applicable penalty or termination date and at a time appropriate for securing the maximum discounts allowable. The Trustee shall have no responsibility to monitor such compliance.

Section 11.8. Maintenance of Casualty Insurance.

The Issuer shall maintain or shall, by monitoring compliance with the CRC Leases, cause the Lessee to maintain Insurance Policies for each Property. The Trustee shall maintain or cause to be maintained Insurance Policies for each REO Property. Any amounts received by the Trustee under any such policies and any other Insurance and Condemnation Proceeds received by the Trustee shall be deposited in the Proceeds Account subject to disbursement pursuant to Sections 11.5 and 11.6.

Section 11.9. Insurance Proceeds.

Except as otherwise provided in the CRC Leases, the Trustee shall be named as a payee on all insurance loss drafts and the Trustee upon the occurrence and continuance of an Event of Default shall be responsible for the disbursement of insurance loss settlements under each Insurance Policy, including, but not limited to:

(a) Arranging for and authorizing the restoration and rehabilitation of the related Property in accordance with the Mortgage Note Documents or of the related REO Property;

(b) Collecting, endorsing, and disbursing the Insurance Proceeds and arranging for progress inspections and payments, if necessary; and

(c) Complying with all requirements of each Insurance Policy pertaining to the filing of claims and the settlement of insurance losses.

Section 11.10. Enforcement of CRC Leases.

(a) Upon the occurrence of an Event of Default and subject to the provisions of this Indenture, the Trustee shall enforce the CRC Leases in accordance with their terms with respect to all payment and performance by the Lessee thereunder. By virtue of the CRC Lease Assignments, including the collateral assignments thereof by the Issuer to the Trustee, the Trustee shall have all rights (but no obligations) of the lessor under each CRC Lease, which may be exercised to the exclusion of the Issuer and the applicable Borrower or jointly with either the Issuer or their applicable Borrower in the Trustee's sole discretion, including, without limitation, the right to make any election or give any consent, direction, or waiver under such CRC Lease. The Trustee shall, nevertheless, not assume or be deemed to have assumed any obligation of the lessor under either CRC Lease unless the Trustee succeeds to the interest of the Issuer under any Mortgage and forecloses on that Mortgage, but subject to the terms of the applicable Memorandum of Lease.

(b) The Trustee shall immediately notify the Issuer of the delinquency of any semi-annual payment due with respect to a CRC Note or a CRC Lease.

Section 11.11. Protection of Security.

(a) Inspection of Properties. If a CRC Note is 60 days or more delinquent, or if a Responsible Officer of the Trustee has reason to believe that the interests of the Trustee and the Noteholders in a Property may be materially adversely affected as a result of negligent or willful acts or omissions of any Person or any default on the part of a Borrower under the terms of its CRC Note or any other Mortgage note document and, after giving notice thereof to each Noteholder, is directed by the Majority Noteholders to

do so and receives satisfactory indemnity for its fees and expenses, the Trustee shall make or cause to be made an immediate inspection of the relevant Property and shall cause the delivery of a report with respect thereto to the Issuer and each Noteholder. When an inspection reveals that repairs are necessary, the Trustee shall demand forthwith that the Lessee make or cause to be made all necessary repairs. In addition, if the Trustee receives notice that any Property is in violation of any laws (including building codes), the Trustee shall provide the Lessee with a copy thereof and, if an Event of Default has occurred and is continuing, use reasonable efforts to require that the Lessee make or cause to be made the repairs necessary to fulfill such legal requirements.

(b) Notice of Liens and Other Actions. The Trustee will promptly notify the Issuer and each Noteholder whenever the Trustee receives actual notice that any levy or writ of attachment on any Property has occurred or that a lien on any Property has been claimed, or in the event of any actual or threatened condemnation of any Property.

(c) Filing of Continuation Statements. The Trustee will file, or cause to be filed, any and all financing statements necessary to continue the liens created by the financing statements executed by the Borrowers and the Lessee to the Issuer or the Issuer to the Trustee on the Closing Date.

Section 11.12. Notices of Default.

Each of the parties hereto will promptly notify the other party hereto and each Noteholder in writing (a "Default Notice") of the occurrence of any event of default with respect to a CRC Note or any Mortgage of which it has actual knowledge, which Default Notice shall specify the event of default.

Section 11.13. Intentionally Omitted.

Section 11.14. Modifications, Etc.

Upon prior written notice to the Noteholders with a copy of each proposed modification, waiver, amendment, approval or consent, and the prior written consent thereto of the Majority Noteholders or as otherwise may be required pursuant to Section 7.17, the Trustee is authorized and empowered to execute and deliver or cause to be executed and delivered, any and all modifications, waivers, amendments, approvals or consents to any provisions contained in any of the Mortgage Note Documents and any and all instruments of

satisfaction or cancellation or of full or partial release, discharge or modification, and all other comparable instruments with respect to the Mortgage Note Documents and the Properties, provided, however, that so long as any Note remains outstanding the Trustee may not take any action with respect to (a) any change in the interest rate or manner of calculating interest on a CRC Note, (b) any forgiveness of any payment of principal or interest on a CRC Note, (c) any extension of the final due date for principal, (d) any release or substitution of security for a CRC Note (except as expressly permitted pursuant to Section 5.06 of each Mortgage) or (e) the waiver of any other term of a CRC Note that would result in one of the modifications mentioned in this proviso, without the consent of the Majority Noteholders. At the cost of the Issuer, the Issuer shall provide to the Trustee, the Noteholders and the Rating Agencies a copy of the executed amendment, supplement or modification as soon as practicable after its execution. In accordance with Section 5.06 of each Mortgage, the Trustee is further authorized, empowered and directed to execute and deliver or cause to be executed and delivered a full or partial reconveyance of such Mortgage upon satisfaction of the conditions therefor set forth in Section 5.06 (as such fact is certified to the Trustee by the Issuer) of each Mortgage, without the prior consent of or prior notice to the Noteholders.

Section 11.15. Realization Upon Defaulted Mortgage Loans.

(a) Upon written direction to do so from a Majority of Noteholders and subject to Section 6.1(b)(iv), the Trustee will give such notices of default, declare the CRC Note or CRC Notes, as applicable, immediately due and payable and commence such proceedings with respect thereto as are directed by the Majority Noteholders.

(b) If requested in writing by the Majority Noteholders and subject to Section 6.1(b)(iv), the Trustee will, no later than sixty (60) days after receipt of such request, cause to be prepared a general plan of foreclosure with respect to the Properties or any thereof which secure the CRC Loans or any CRC Loan which have or has been accelerated and with respect to enforcement of the CRC Leases or either thereof that will include a proposal regarding the order of foreclosure of such Properties or proposed enforcement action, the proposed actions to be taken in connection therewith, a good faith estimate of the time and expenses necessary to complete the foreclosure plan or other proposed enforcement action and such other information as any Noteholder may request thereto. In connection with the preparation of such plan, at the request

of the Majority Noteholders, the Trustee shall obtain an advice letter of Independent counsel in each state in which such a Property is located and in the state of California (and any other state as the Majority Noteholders may direct) with respect to the effect or possible effect of exercising any remedies pursuant to this Section 11.15(b) including, without limitation, consideration of any applicable "one form of action" rules, anti-deficiency legislation, equitable defenses of the applicable Borrower with respect to marshalling of assets, or other issues such counsel may consider appropriate to address concerning such exercise or remedies, and the Trustee shall promptly deliver such advice letter of Independent counsel to each Noteholder. The fees and expenses incurred in connection with each such advice letter of Independent counsel shall be Administrative Expenses payable in accordance with the terms of this Indenture, and any such fees and expenses not so paid shall be paid by the Trustee, to the extent funds are available from the Trust Estate or are otherwise provided to the Trustee, on behalf of the Issuer subject to the Trustee's right of reimbursement therefor pursuant to Section 6.7. Upon written direction to do so by the Majority Noteholders (subject to Section 6.1(b)(iv)) the Trustee will: (i) foreclose upon or otherwise comparably convert, or cause to be foreclosed upon or comparably converted, the ownership of the applicable Property or Properties or seek the appointment of a receiver with respect to the ownership of the applicable Property or Properties, (ii) obtain a deed or deeds in lieu of foreclosure of the applicable Property or Properties or, (iii) abandon the applicable Property or Properties, or (iv) enforce either or both of the CRC Leases; provided, however, that, notwithstanding anything else contained herein or in the Mortgages, CRC Leases or related Security Documents, the Trustee shall not commence foreclosure proceedings with respect to or take any formal action to acquire title to any Property, take over the operation of any Property or take any other action with respect to any Property if, as a result of any such action, the Trustee, on behalf of the Noteholders, would be considered to hold title to, to be a "mortgagee-in-possession" of or to be an "owner" or "operator" of such Property within the meaning of CERCLA, or any comparable law, or if, as a result of such action, the Trustee would be subject to liability pursuant to any federal, state or local environmental statute, regulation or similar requirement including but not limited to CERCLA, the Resource Conservation and Recovery Act, the Toxic Substances Control Act, the Clean Water Act and the Clean Air Act, or at common law. The Trustee shall be reimbursed for all reasonable costs and expenses (including fees and expenses of its counsel and agents) incurred by it in connection with any

foreclosure or comparable proceedings or enforcement of the CRC Leases (as well as its normal compensation). In no event will the Trustee be liable for the inaccuracy of any prediction, estimate or statement in connection with the foreclosure or enforcement plan, provided that the Trustee acted in good faith and accordance with the standard of care imposed hereunder. Notwithstanding anything else contained herein to the contrary, the Trustee will not, however, commence foreclosure proceedings with respect to or take any formal action to acquire title to any Property, or take over the operation of any Property or take any other action with respect to any Property customarily administered by secured lenders), unless it has (i) taken all actions necessary (if any) pursuant to the environmental indemnity contained in the Grant Deed (as defined in the Mortgages for the applicable Property and the CRC Leases to preserve, pursue, protect and enforce all rights and remedies thereunder and (ii) received, and provided copies thereof to, the Noteholders, a study prepared by a qualified Independent professional engineer selected by the Majority Noteholders of whether such Property is subject to or presents any toxic waste or environmental hazards, contingent or accrued liabilities or any other hazards and an estimate of the cost of curing or cleaning up any such hazard. In addition, if any given study discloses any environmental hazards, the Trustee shall immediately deliver a copy of such study to the applicable Borrower and the Lessee and (subject to Section 6.1(b)(iv)) shall take all actions necessary pursuant to such environmental indemnities to preserve, pursue, protect and enforce all rights and remedies thereunder. The Trustee shall not be under an obligation of any kind to expend its own funds towards the curing or cleaning up of any toxic waste or environmental hazard found on any Property. The Trustee shall report to the Internal Revenue Service and the applicable Borrower in the manner required by applicable law the information required to be reported regarding any Property that is abandoned or that has been foreclosed.

(c) Notwithstanding any other provision of this Indenture, the Trustee shall not be deemed to be in default, breach or any other violation of its obligations hereunder by reason of any modification, foreclosure, cancellation or abandonment that occurs by operation of law, or that the Trustee may be restricted by law from preventing.

Section 11.16. Title to REO Property; REO Account.

(a) If title to any REO Property is acquired, the deed or certificate of sale shall be issued to the Trustee, or to its nominee, on behalf of the Noteholders.

(b) The Trustee shall segregate and hold all funds collected and received in connection with any REO Property separate and apart from its own funds and general assets. All Insurance and Condemnation Proceeds with respect to any REO Property shall be dealt with by the Trustee pursuant to Sections 11.5 and 11.6 hereof. The Trustee shall establish and maintain one or more segregated trust accounts (collectively, the "REO Account"), held in trust for the benefit of the Noteholders, into which the Trustee shall deposit revenues derived from such REO Property. Funds in the REO Account may be invested in Eligible Investments so long as liquid funds are always made available to make any transfers required by Section 11.16(c) hereof.

(c) The Trustee shall deposit, or cause to be deposited, on the Business Day immediately following receipt, in the REO Account all revenues received by it with respect to any REO Property. The Trustee shall withdraw from the REO Account funds necessary for the proper operation, management, maintenance and disposition of any REO Property, but only to the extent of amounts on deposit in the REO Account relating to such REO Property. On each Payment Date, the Trustee shall withdraw from the REO Account and deposit into the Collection Account the REO Net Income from each REO Property on deposit in the REO Account.

(d) The payments or cash recoveries from sale or other disposition of any REO Property (including proceeds of a final sale or Insurance and Condemnation Proceeds) shall be deposited in the Collection Account on the Business Day following receipt thereof for distribution on the succeeding Payment Date in accordance with Subsection 10.1(a) or Section 5.8, as the case may be.

(e) The Trustee shall keep and maintain records for the purpose of accounting for all deposits to, and withdrawals from, the REO Account pursuant to Section 11.16(b) or (c) or Section 11.17.

Section 11.17. Management of REO Properties.

If, upon the foreclosure, acceptance of a deed in lieu of foreclosure, or other transfer of title to any Property, or the taking by the Trustee of possession thereof pursuant to the Mortgage Note Documents, the Trustee acquires any REO Property, the Trustee shall have full power and authority to do any and all things in connection therewith, including without limitation, to hold, lease, operate, manage, or otherwise deal with such REO Property, subject to the direction of the Majority Noteholders with

respect thereto. The Trustee may enter into a servicing agreement with a servicer or an agreement with an independent contractor for the management of REO Properties in accordance with the provisions of Section 11.2(a).

Section 11.18. Property Substitution.

(a) The Lessee shall have the right to make a Substitution with respect to any Property subject to the CRC Leases with another property (a "Substitution") in accordance with Articles 12, 15 and 28 of the applicable CRC Lease.

(b) Any such Substitution shall require sixty (60) days' prior written notice to the Trustee. Such notice shall include the date upon which the Substitution is requested, the Property requested to be replaced, and the proposed Substitute Unit. Any such Substitution shall be subject to all of the terms and conditions set forth in Articles 12 and 15 (as applicable) and Article 28 of the applicable CRC Lease, as certified by the Lessee pursuant to the certificates referred to in clause (i) below. In addition to all such conditions, such Substitution shall not occur unless and until the Trustee has received all of the following, with respect to such Substitution and the Substitute Unit, each duly executed and acknowledged (where required), and each in form and substance satisfactory to Noteholders' Counsel:

(i) a certificate of the Lessee in the form attached as Exhibit P;

(ii) a copy of the deed evidencing the applicable Borrower's estate for years in the Substitute Unit of a duration not less than the then remaining estate for the Released Unit in the form attached as Exhibit L;

(iii) an original Short-Form Master Lease, Notice of Non-Responsibility, Subordination and Recognition Agreement in the form of Exhibit M;

(iv) an original amendment to the applicable CRC Lease subjecting the Substitute Unit to such CRC Lease in the form attached hereto as Exhibit O-3 (which shall be the sole original thereof and which shall be delivered to the Trustee and held by the Trustee during the term hereof);

(v) an original CRC Mortgage and Foodmaker Mortgage with respect to the Substitute Unit

executed by the applicable Borrower and the Lessee, respectively, with the collateral assignment thereof from the Issuer to the Trustee, which Mortgages and collateral assignment shall be in the form of the deed of trust or mortgage (as applicable) attached as Exhibits D-1, D-2, D-3 or D-4, as the case may be, with such modifications thereto as may be necessary under applicable state law as approved by the Noteholders' Counsel;

(vi) an original supplement to the applicable CRC Lease Assignment with respect to the Substitute Unit in the form attached as Exhibit N;

(vii) a Uniform Commercial Code financing statement on Form UCC-1 naming CRC-I or CRC-II, as applicable, and the Lessee, respectively, as debtor, the Issuer, as secured party and the Trustee, as assignee;

(viii) the Insurance Policies or certificates (which may be blanket certificates) evidencing the Insurance Policies concerning the Substitute Unit;

(ix) a copy of any survey required in connection with the issuance of Title Policies concerning the Substitute Unit, if available;

(x) a copy of the MAI appraisals required under the applicable CRC Lease, each dated not more than 60 days before the date of such Substitution, concerning the Substitute Unit;

(xi) a copy of a "Phase I" environmental report concerning the Substitute Unit, to the extent in the Lessee's or CRC-I's or CRC-II's possession;

(xii) any necessary Uniform Commercial Code financing statements on Form UCC-1 naming the Issuer, as debtor, and the Trustee, as secured party;

(xiii) the Title Policy or Policies for the Substitute Unit or a commitment therefor, insuring the CRC Mortgage and the Foodmaker Mortgage for such Substitute Unit as valid first priority liens on, among other things, the applicable Borrower's estate for years interest or the Lessee's reversionary interest in such Property, as applicable, in favor of the Issuer and the Trustee

(by virtue of the collateral assignment thereof to the Trustee referred to in clause (vi) above), subject to no exceptions other than Permitted Encumbrances;

(xiv) an updated schedule to the CRC Notes describing the Mortgages which secure such notes; and

(xv) opinions of counsel addressed to the Trustee and the Noteholders (including from special New York counsel and local counsel acceptable to the Trustee in the state in which the Substitute Unit is located), substantially in the forms attached hereto as Exhibits B, and I-1 through I-4, as applicable, with respect to, among other things the due authorization, execution, delivery and enforceability by and against the Issuer, the applicable Borrower and the Lessee of each of the documents referred to in this Section to which such entity is a party, which opinions may include customary assumptions, limitations, qualifications and exclusions.

In no event shall any Substitution be permitted if a CRC Lease Event of Default or an Event of Default under any Foodmaker Mortgage has occurred and is continuing.

All such Security Documents and other documents and assignments thereof to the Trustee shall be in appropriate form for filing or recording and shall be duly filed or recorded in the offices where such filing or recording is required in the state where the relevant Substitute Unit is located; provided that the Trustee shall not be required to determine whether any document is in recordable form or see to the filing or recording of any document. With respect to the original Security Documents or any other of the documents referred to above or any assignments thereof to the Trustee that requires filing or recordation, the Issuer shall represent and warrant in writing that such original Security Document or other document or assignment thereof has been delivered to the title company issuing the Title Policies for filing or recordation, as the case may be. In all such instances, the Issuer shall deliver or cause to be delivered such original Security Document or other document or assignment thereof to be filed or recorded to the Trustee, with evidence of filing or recording, as the case may be, indicated thereon, within 60 days after the Substitution.

All filing and recording required pursuant to this Section 11.18 shall be accomplished at the expense of the Issuer.

All of the foregoing documents and items shall be subject to review by Noteholders' Counsel for conformity with the requirements hereof and of the applicable CRC Lease, and if a Substitute Unit is located in a state other than Arizona, California, Texas, Washington, Illinois or Missouri, to review by local counsel in such state to the extent Noteholders' Counsel deems reasonably necessary. The Issuer shall pay or cause the Lessee to pay all expenses incurred by the Trustee and the Noteholders in connection with any such Substitution, including, without limitation, reasonable attorneys' fees and expenses (including, without limitation, for special local counsel) incurred in reviewing any of the foregoing documents or items.

(c) Upon satisfaction of the foregoing conditions of this Section 11.18, the Substitute Unit shall constitute a Property for all purposes of this Indenture and the Trustee shall execute and deliver releases relating to the Released Unit to release such Released Unit from the lien of this Indenture and the lien of the applicable Mortgages in accordance with Section 5.06 of the applicable Mortgages. The Trustee may rely conclusively on Noteholders' counsel as to satisfaction of the conditions to any such release.

Section 11.19. Early Termination Election.

The Lessee shall have the right, at its option, at any time on or after the fifth anniversary of the Closing Date, to deliver an Early Termination Election with respect to any Property, Potential Additional Unit or Potential Construction Unit in accordance with Article 37 of the applicable CRC Lease and have such Property or unit released from the lien of this Indenture and any applicable Mortgages by making a payment under the Notes as provided in Section 5 of the Notes, and satisfaction of all other conditions set forth in Article 28 (as applicable to an Early Termination Election) and Article 37 of the applicable CRC Lease and in Section 6 of the Notes. The Issuer shall provide, or cause the Lessee to provide, to the Trustee copies of all appraisals and all necessary calculations for such prepayment as may be requested by the Trustee, with the notice to the Trustee of prepayment required under the Notes. Upon receipt by the Trustee of copies of such appraisals and calculations satisfactory to the Trustee, and

satisfaction of all other conditions set forth or referred to in this Section 11.19 above, the Trustee shall execute and deliver releases relating to the Terminated Unit(s) (as defined in the CRC Leases) to release such Property from the lien of this Indenture and the applicable Mortgages. The Issuer shall pay or cause the Lessee to pay all expenses incurred by the Issuer and the Trustee in connection with any Early Termination Election, including, without limitation, reasonable attorneys' fees and expenses.

Section 11.20. Limitation on Liability of the Trustee Under Article Eleven.

Neither the Trustee nor any of its officers, directors, employees, or agents shall be (a) liable for any action lawfully taken or omitted to be taken by it or such Person under this Article Eleven; provided, however, that this provision shall not protect the Trustee or any such Person against any liability which would otherwise be imposed by reason of wilful misconduct, bad faith, reckless disregard or negligence in the performance of its duties under this Article Eleven, or (b) responsible in any manner to any Person for any recitals, statements, representations, or warranties made by the Issuer, Foodmaker, the Borrowers or any officer thereof contained in the Mortgage Note Documents or in any certificate, report, statement, or other document referred to or provided for in, or received by the Trustee under or in connection with the Mortgage Note Documents or for the value, validity, effectiveness, genuineness, enforceability, or sufficiency of such Mortgage Note Documents or for any failure of the Issuer, Foodmaker or either Borrower to perform its obligations thereunder. The Trustee shall not be under any obligation to any Person to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, such Mortgage Note Documents or to inspect the properties, books, or records of the Issuer, Foodmaker or either Borrower other than and to the extent as expressly required hereunder.

ARTICLE TWELVE

MISCELLANEOUS

Section 12.1. Right to List of Holders.

Any Noteholder shall have the right, upon five days prior notice to the Trustee, to obtain a complete list of Noteholders.

Section 12.2. Form of Documents Delivered to Trustee.

In any case where several matters are required to be certified by, or covered by an opinion of, any specified Person, it is not necessary that all such matters be certified by, or covered by the opinion of, only one such Person, or that they be so certified or covered by only one document, but one such Person may certify or give an opinion with respect to some matters and one or more other such Persons as to other matters, and any such person may certify or give an opinion as to such matters in one or several documents.

Where any Person is required to make, give or execute two or more applications, requests, consents, certificates, statements, opinions or other instruments under this Indenture, they may, but need not, be consolidated and form one instrument.

Section 12.3. Acts of Noteholders.

(a) Any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be given or taken by Noteholders may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Noteholders in person or by an agent or proxy duly appointed in writing; and, except as otherwise expressly provided herein or in such instrument, such action shall become effective when such instrument or instruments are delivered to the Trustee, and, where it is hereby expressly required, to the Issuer. Such instrument or instruments (and the action embodied therein and evidenced thereby) are herein sometimes referred to as the "Act" of the Noteholders signing such instrument or instruments. Proof of execution of any such instrument or of a writing appointing any such agent shall be sufficient for any purpose of this Indenture and conclusive in favor of the Trustee and the Issuer, if made in the manner provided in this Section.

(b) The fact and date of the execution by any Person of any such instrument or writing may be proved in any manner that the Trustee deems sufficient.

(c) The ownership of Notes shall be proved by the Note Register.

(d) Any request, demand, authorization, direction, notice, consent, waiver or other action by any Noteholder shall bind the Holder (and any transferee thereof) of every

Note issued upon the registration of transfer thereof or in exchange therefor or in lieu thereof, in respect of anything done, omitted or suffered to be done by the Trustee or the Issuer in reliance thereon, whether or not notation of such action is made upon such Note.

Section 12.4. Notices, Etc., to Trustee and Issuer.

Any request, demand, authorization, direction, notice, consent, waiver, or Act of Noteholders or other documents provided or permitted by this Indenture to be made upon, given or furnished to, or filed with:

(i) the Trustee by any Noteholder or by the Issuer shall be sufficient for every purpose hereunder when delivered if made, given, furnished or filed in writing to the Trustee addressed to it at its Corporate Trust Office; or

(ii) the Issuer by the Trustee or by any Noteholder shall be sufficient for every purpose hereunder if in writing and mailed, by first-class mail, postage prepaid, sent by facsimile or telecopier or sent by overnight courier to the Issuer addressed to it c/o Mr. Christopher Wilson, at 1-1 Concord Green, Concord, Massachusetts 01742, with a copy to Mr. Charles Duddles, c/o Foodmaker, Inc., 9330 Balboa Avenue, San Diego, California 92123.

Section 12.5. Notices to Noteholders; Waiver.

Where this Indenture provides for notice to Noteholders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, by first-class mail, postage prepaid, (or, upon the prior direction to the Trustee by a Noteholder, sent by facsimile or telecopier or sent by overnight courier) to such Noteholder, at its address for such notice as it appears on the respective Note Register. Any defect in any notice so given to any particular Noteholder shall not affect the sufficiency of such notice with respect to other Noteholders, and any notice which is mailed in the manner herein provided shall conclusively be presumed to have been duly given. Where this Indenture provides for any notice or delivery to Noteholders, such notice shall also be delivered to the Rating Agencies so long as they continue to rate any of the Notes.

The Trustee shall deliver to each Noteholder a copy of any request, demand, authorization, direction, notice,

consent, waiver or other document received by the Trustee, in connection with this Indenture, any of the Mortgage Note Documents or any other documents referred to herein, and which does not indicate it has been previously or concurrently furnished to each Noteholder.

Where this Indenture provides for notice in any manner, such notice may be waived in writing by any Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Noteholders shall be filed with the Trustee but such filing shall not be a condition precedent to the validity of any action taken or omitted in reliance upon such waiver.

Section 12.6. Effect of Headings and Table of Contents.

The Article and Section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof.

Section 12.7. Successors and Assigns.

All covenants and agreements in this Indenture by the Issuer shall bind its successors and assigns, whether so expressed or not.

Section 12.8. Separability.

In case any provision in this Indenture or in the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 12.9. Benefits of Indenture.

Nothing in this Indenture or in the Notes, expressed or implied, shall give to any Person, other than the parties hereto and their successors hereunder and the Noteholders, any benefit or any legal or equitable right, remedy or claim under this Indenture; provided, however, that the Lessee shall be a third party beneficiary of those specific provisions of this Indenture which call for payments to be made directly to the Lessee or for performance of other obligations to be made in favor of the Lessee.

Section 12.10. Legal Holidays.

In the event that the date of any Payment Date or other date for any payment hereunder shall not be a Business Day, then notwithstanding any other provision of the Notes or this Indenture, payment need not be made on such date, but may be made on the next succeeding Business Day with the same force and effect as if made on the nominal date of any such Payment Date or other date for any payment hereunder, and no additional interest shall accrue for the period from and after any such nominal date.

Section 12.11. Limitation on Interest.

Anything herein or in any Note to the contrary notwithstanding, the amount of interest payable or paid on any Note under the terms of this Indenture shall be limited to any amount that shall not exceed the maximum nonusurious rate of interest allowed by the applicable laws of the United States and the State of New York, that could lawfully be contracted for, charged, or received (the "Highest Lawful Rate"). In the event any payment of interest is made in violation of this provision, the parties hereto stipulate, and each Noteholder by his purchase of a Note is hereby deemed to stipulate, that such excess amount shall be deemed to have been paid as a result of an error on the part of both the Trustee, acting on behalf of the Holder of such Note, and the Issuer and the Holder receiving such excess payment shall promptly, upon discovery of such error or upon notice thereof from the Issuer or the Trustee, apply the excess to the payment of principal of such Note, if any, remaining unpaid. In addition, all sums, which must be treated as interest, paid or agreed to be paid to the Trustee for the benefit of Holders of Notes for the use, forbearance or detention of money shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full term of such Notes.

Section 12.12. Governing Law.

THIS INDENTURE, EACH NOTE AND EACH COLLATERAL ASSIGNMENT ATTACHED AS PART II TO EACH MORTGAGE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

Section 12.13. Counterparts.

This instrument may be executed in any number of counterparts, each of which so executed shall be deemed to

be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 12.14. Indulgences Not Waivers.

Neither the failure nor any delay on the part of a party to exercise any right, remedy, power or privilege under this Indenture will operate as a waiver thereof, nor will any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise of the same or of any other such right, remedy, power or privilege with respect to any occurrence or be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver will be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

Section 12.15. Recordation of Agreement.

To the extent permitted by applicable law, this Indenture is subject to recordation in all appropriate public offices for real property records in all the counties or other comparable jurisdictions in which any or all of the Properties are situated, and in any other appropriate public recording office or elsewhere, such recordation to be effected by the Trustee at the Issuer's expense at direction of the Majority Noteholders accompanied by an Opinion of Independent Counsel to the effect that such recordation materially and beneficially affects the interests of the Trustee or is necessary for the administration or servicing of the CRC Notes and the Mortgages. For the purpose of facilitating the recordation of this Indenture as herein provided and for other purposes, this Indenture may be executed simultaneously in any number of counterparts, each of which counterparts shall be deemed to be an original, and such counterparts shall constitute but one and the same instrument.

Section 12.16. Attorneys' Fees.

Notwithstanding anything to the contrary contained herein but subject to the provisions of Section 2.12 hereof, in each case where this instrument provides for the payment of the attorneys' fees and expenses of in-house or staff counsel to the Noteholders or the Trustee, such provision shall obligate the Issuer to pay only the reasonably allocated fees and expenses of in-house or staff counsel to the Trustee, based on a billing for legal services actually rendered on an hourly basis and at a reasonable hourly rate.

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be executed, as of the day and year first above written.

FM 1993A CORP., a Delaware corporation,
as principal and as agent for the Borrowers

By: /S/ CHARLES DUDDLES

Name: Charles Duddles
Title: President

STATE STREET BANK AND TRUST COMPANY,
as Trustee

By: /S/ DANIEL GOLDEN

Name: Daniel Golden
Title: Assistant Vice President

ATTACHMENTS TO INDENTURE

SCHEDULES

- Schedule A-1 Schedule of 29 Existing Assets to be funded on the Closing Date
- Schedule A-2 Schedule of 16 Construction Units to be funded on the Closing Date
- Schedule A-3 Schedule of 9 Potential Additional Units to be funded after the Closing Date
- Schedule B Schedule of 22 Potential Construction Units to be acquired by Lessee after the Closing Date
- Schedule C Unit Percentages
- Schedule D Schedule of Trustee's Fees

GUARANTY
(CRC-I Limited Partnership)

This Guaranty ("Guaranty") is entered into as of December 15, 1993 by the undersigned (the "Guarantor") in favor of and for the benefit of State Street Bank and Trust Company, as trustee (the "Indenture Trustee") and the holders of the Issuer Notes (the "Noteholders") under that certain Indenture described in the recitals below. The Indenture Trustee and the Noteholders are referred to collectively herein as the "Beneficiaries." All capitalized terms used herein but not specifically defined shall have the respective meanings given to such terms in the Indenture.

RECITALS

A. FM 1993A Corp., a Delaware corporation ("Issuer") is a corporation which has been established for the sole purpose of issuing certain notes (the "Issuer Notes") pursuant to that certain Indenture (the "Indenture"), dated as of December 15, 1993, between Issuer and the Indenture Trustee, and to use the proceeds from such issuance of the Issuer Notes to, among other things, purchase certain promissory notes (collectively, the "Mortgage Notes") now or hereafter issued by Guarantor and CRC-II Limited Partnership, a Massachusetts limited partnership ("CRC-II") pursuant to Note Purchase Agreements between Issuer and Guarantor and between Issuer and CRC-II. Guarantor and CRC-II are also referred to herein individually as a "CRC Partnership" and collectively as the "CRC Partnerships."

B. Concurrently with the execution and delivery of this Guaranty, Issuer has issued and sold the Issuer Notes and has pledged and assigned to the Indenture Trustee, for the benefit of the Noteholders, the Mortgage Notes and all collateral pledged to Issuer in connection with the Mortgage Notes. The principal and interest payments on the Issuer Notes will be serviced by payment of the Mortgage Notes.

C. Guarantor anticipates benefiting directly and indirectly from the issuance and sale of the Issuer Notes by Issuer and is, therefore, willing to guarantee the obligations of Issuer thereunder in accordance with the terms hereof.

In consideration of the above Recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Guaranty of Indebtedness. As set forth in this Guaranty, Guarantor unconditionally guarantees the full payment of the Indebtedness (as hereafter defined) when due, upon maturity, acceleration or otherwise, and unconditionally agrees to pay the full amount of the Indebtedness. This is a guaranty of payment, not of collection. If Issuer defaults in the payment when due of the Indebtedness or any part of it, Guarantor shall in lawful money of the

United States pay to the Beneficiaries or to order, on demand, all of the Indebtedness.

2. Definition of Indebtedness. "Indebtedness" as used herein shall mean all principal, interest, fees, charges, prepayment premiums, penalties, expenses, payments, and all other amounts due from Issuer from time to time under the Indenture on or with respect to the Issuer Notes, whether now existing or hereafter arising, whether by reason of amendment or otherwise, whether due or to become due, absolute or contingent, liquidated or unliquidated, whether Guarantor may be liable individually or jointly with others.

3. Unconditional Guaranty. Subject to the conditions set forth in Section 13 of this Guaranty, the liability of Guarantor under this Guaranty in respect of the Indebtedness shall be absolute and unconditional, and shall not be affected or released in any way, irrespective of:

a. any lack of validity or enforceability of the Issuer Notes, the Mortgage Notes, the Indenture, or any other agreement or instrument relating thereto (such documents and instruments, the "Transaction Documents");

b. any change in the time, manner or place of payment of, or in any other term of, all or any of the Indebtedness or amendment or waiver of, or any consent to any departure from, any Transaction Document, including, without limitation, any increase in the Indebtedness or other obligations of Issuer under the Indenture and any transfer by Guarantor of its interest in any one or more of the Properties encumbered as collateral for the Mortgage Notes;

c. any enforcement of any Transaction Document, including the taking, holding or sale of any collateral, or any termination of or release of any collateral from the liens created by any Transaction Document or the non-perfection of any liens created by any Transaction Document;

d. any change, restructuring or termination of the corporate or partnership structure or existence, as the case may be, of Issuer or either CRC Partnership; or

e. the Issuer or either CRC Partnership becoming the subject of any bankruptcy, insolvency, arrangement, reorganization, or other debtor-relief proceeding under any federal or state law, whether now existing or later to be enacted.

4. Separate Obligation. Except to the extent provided in Section 13 of this Guaranty, the obligations hereunder are independent of the obligations of Issuer or any other guarantor, and a separate action or actions may be brought and prosecuted against Guarantor whether action is brought against either Issuer or any other guarantor

or whether either Issuer or any other guarantor be joined in any such action or actions.

5. Additional Rights of Beneficiaries. Guarantor authorizes the Beneficiaries without notice or demand and without affecting its liability hereunder, from time to time, whether before or after termination of this Guaranty, to (a) renew, compromise, extend, accelerate or otherwise change the time for payment of the obligations of Issuer under the Indenture or any part thereof; (b) take and hold security for the payment of this Guaranty or the Indebtedness, and exchange, enforce, waive, release, fail to perfect, sell, or otherwise dispose of any such security; (c) apply such security and direct the order or manner of sale thereof; and (d) release or substitute any one or more endorsers or guarantors.

6. Waivers of Defenses. Guarantor hereby waives, to the fullest extent permitted by applicable law: (a) promptness, diligence, notice of acceptance and any other notice with respect to any of the Indebtedness or any other obligations under the Transaction Documents or this Guaranty; (b) any requirement that any of the Beneficiaries or any other person protect, secure or insure any lien on any security interest in or collateral or other property subject thereto or exhaust any right or take any action against either Issuer or any other person or any collateral or pursue any other remedy in such Beneficiary's power to pursue; (c) any defense arising by reason of any claim or defense based upon any election of remedies by the Beneficiaries which in any manner impairs, reduces, releases or otherwise adversely affects its subrogation, contribution or reimbursement rights or other rights to proceed against either Issuer or any other person or any collateral; (d) any duty on the part of any of the Beneficiaries to disclose to Guarantor any matter, fact or thing relating to the business, operation or condition of either Issuer or any other party to any of the Transaction Documents and Issuer's assets now known or hereafter known by such Beneficiary; (e) all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, and notices of acceptance of this Guaranty and of the existence, creation, or incurrence of new or additional Indebtedness; (f) all statutes of limitations as a defense to any action or proceeding brought against Guarantor by any Beneficiary; (g) any defense based on any legal disability of Issuer, any discharge or limitation of the liability of Issuer to any Beneficiary, whether consensual or arising by operation of law or any bankruptcy, reorganization, receivership, insolvency, or debtor-relief proceeding, or from any other cause, or any claim that Guarantor's obligations exceed or are more burdensome than those of Issuer; (h) any defense based on or arising out of any defense that Issuer may have to the payment or performance under the Issuer Notes or the Indenture or any part of them; and (i) all rights to participate in any security now or later held by any Beneficiary for the Issuer Notes, regardless of whether Guarantor may have made any payments to such Beneficiary or for such security.

7. Waivers of Subrogation and Other Rights.

a. Guarantor hereby irrevocably waives any claim or other rights which it may now or hereafter acquire against either Issuer or any other guarantor of any or all of the Indebtedness, whether due or to become due, voluntary or involuntary, absolute or contingent, liquidated or unliquidated, determined or undetermined, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution, indemnification, any right to participate in any claim or remedy of any Beneficiary against either Issuer or any such guarantor or any collateral which any Beneficiary now has or hereafter acquires, whether or not such claim, remedy or right arises in equity, or under contract, statute or common law, including without limitation, the right to take or receive from Issuer, directly or indirectly, in cash or other property or by set-off or in any other manner, payment or security on account of such claim or other rights. If any amount shall be paid to Guarantor in violation of the preceding sentence and the Indebtedness shall not have been paid in full, such amount shall be deemed to have been paid to Guarantor for the benefit of, and held in trust for the benefit of, the Beneficiaries and shall forthwith be paid to the Beneficiaries to be credited and applied to the Indebtedness, whether matured or unmatured, in accordance with the terms of the Indenture. Guarantor acknowledges that it will receive direct and indirect benefits from the sale of the Issuer Notes contemplated by the Indenture and that the waiver set forth in this Section 7 is knowingly made in contemplation of such benefits.

b. Upon a default by Issuer, the Beneficiaries in their sole discretion, without prior notice to or consent of Guarantor, and as provided in the Indenture, may elect to foreclose either judicially or nonjudicially against any real or personal property security any of them may hold for the Issuer Notes, or accept an assignment of any such security in lieu of foreclosure, or compromise or adjust the Issuer Notes or any of them or make any other accommodation with Issuer, Guarantor or any other guarantor of the Indebtedness, or exercise any other remedy against Issuer or any security. No such action by the Beneficiaries shall release or limit the liability of Guarantor, who shall remain liable under this Guaranty after the action, even if the effect of the action is to impair or destroy any ability that Guarantor may have to seek reimbursement, contribution or indemnification from Issuer or others based on any right Guarantor may have of subrogation, reimbursement, contribution, or indemnification for any amounts paid by Guarantor under this Guaranty. Guarantor further understands and acknowledges that in the absence of this waiver, such potential impairment or destruction of Guarantor's rights, if any, may entitle Guarantor to assert certain defenses to this Guaranty and that, by executing this Guaranty, Guarantor freely, irrevocably and unconditionally: (i) waives and relinquishes that defense and agrees that Guarantor will be fully liable under this Guaranty even though the Beneficiaries may foreclose judicially or nonjudicially against any real property security for the Notes; (ii) agrees that Guarantor will not assert that defense in any action or proceeding which the Beneficiaries

may commence to enforce this Guaranty; and (iii) acknowledges and agrees that the Beneficiaries are relying on this waiver in entering into the Indenture and purchasing the Notes, and that this waiver is a material part of the consideration which the Beneficiaries are receiving for entering into the Indenture and purchasing the Notes. Guarantor expressly agrees that under no circumstances shall it be deemed to have any right, title, interest or claim in or to any real or personal property to be held by Beneficiaries or any third party after any foreclosure or assignment in lieu of foreclosure of any security for the Issuer Notes.

8. Revival and Reinstatement. Guarantor agrees that, to the extent that either Issuer or Guarantor makes a payment or payments to the Beneficiaries, or the Beneficiaries receive any proceeds of collateral, which payment or payments or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside or otherwise required to be repaid to either Issuer, its estate, trustee, receiver or any other party, including, without limitation, under any bankruptcy law, state or federal law, common law or equitable cause, then to the extent of such payment or repayment, the obligation or part thereof which has been paid, reduced or satisfied by such amount shall be reinstated and continued in full force and effect as of the date such initial payment, reduction or satisfaction occurred. Guarantor shall defend and indemnify the Beneficiaries from and against any claim or loss under this Section 8 (including reasonable attorneys' fees and expenses for both outside and staff counsel) in the defense of any such action or suit.

9. Issuer's Financial Condition. Guarantor acknowledges and agrees that it shall have the sole responsibility for obtaining from Issuer such information concerning Issuer's financial condition or business operations as Guarantor may require, and that the Beneficiaries have no duty at any time to disclose to Guarantor any information relating to the business operations or financial condition of Issuer.

10. Subordination of Guarantor's Rights. To the extent that the waivers set forth in Section 7 are or are deemed to be ineffective or inapplicable, any obligations of Issuer to Guarantor, now or hereafter existing, are hereby subordinated to the Indebtedness. If the Beneficiaries so request, after the occurrence of an Event of Default (as defined in the Indenture), such obligations of Issuer to Guarantor shall be enforced and performance received by Guarantor as trustee for the Beneficiaries and the proceeds thereof shall be paid over to the Beneficiaries on account of the Indebtedness, but without reducing or affecting in any manner the liability of Guarantor under the other provisions of this Guaranty.

11. Assignment; Disclosure of Information. The Beneficiaries may, without notice to Guarantor and without affecting Guarantor's obligations hereunder, assign this Guaranty, in whole or in part in accordance with the provisions of the Indenture. Guarantor agrees that the Beneficiaries may, subject to the provisions of the Indenture,

disclose to any prospective purchaser and any purchaser of all or part of the Indebtedness any and all information in the Beneficiaries' possession concerning Guarantor, this Guaranty and any security for this Guaranty.

12. Attorneys' Fees. Subject to Section 13 of this Guaranty, Guarantor agrees to pay all reasonable attorneys' fees and expenses (for both outside and staff counsel) and all other fees and expenses which may be incurred by the Beneficiaries in the enforcement of this Guaranty. Any attorneys' fees and expenses of in-house or staff counsel shall be based on a billing for legal services actually rendered on an hourly basis and at a reasonable hourly rate.

13. Non-Recourse to General Partner. The Beneficiaries agree that neither the general partner of Guarantor (the "GP Entity"), nor any partner, officer, director, shareholder or employee of either Guarantor or the GP Entity (collectively, the "Nonrecourse Parties") shall be personally liable for the payment of any sums now or hereafter owing to the Beneficiaries under the terms of, or for the performance of any obligation contained in, this Guaranty. The Beneficiaries agree that their rights hereunder shall be limited to proceeding against Guarantor and that they shall have no right to proceed against the Nonrecourse Parties for (i) the satisfaction of any monetary obligation of, or enforcement of any monetary claim against, Guarantor, (ii) the performance of any obligation, covenant or agreement arising under this Guaranty, or (iii) any deficiency judgment remaining after foreclosure of any personal property securing the obligations hereunder. Nothing under this Section 13 shall be construed to limit the liability of the Nonrecourse Parties under the CRC Loans (subject to the nonrecourse provisions contained in the Transaction Documents).

14. Choice of Law. This Guaranty shall be governed by and construed according to the laws of the State of New York without regard to principles of conflicts of law. Any legal action or proceeding with respect to this Guaranty may be instituted in the courts of the State of New York, the United District Court for the Southern District of New York, or elsewhere, as the Beneficiaries may elect, and by execution and delivery of this Guaranty, Guarantor irrevocably and unconditionally waives (i) any objection it may now or hereafter have to the laying of venue in any such courts, (ii) any claim that any action or proceeding brought in any of such courts has been brought in an inconvenient forum, and (iii) any rights, entitlement or privilege which Guarantor or its property might otherwise have not to be subject to such actions or proceedings by reason of sovereign immunity or otherwise. Guarantor agrees that so long as Guarantor shall be obligated to the Beneficiaries under this Guaranty, Guarantor shall maintain duly appointed agents satisfactory to Beneficiaries for the service of process in New York, and shall keep the Beneficiaries advised in writing of the identification and location of such agents. The failure of such agents to give notice to Guarantor of any such service shall not impair or affect the validity of such service or of any judgment rendered in any action or proceeding based thereon.

15. Complete Agreement. This Guaranty embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof.

16. Delay; Cumulative Remedies. No delay or failure by any of the Beneficiaries to exercise any right or remedy against the Issuer, Guarantor or any other guarantor will be construed as a waiver of that right or remedy. All remedies of the Beneficiaries against the Issuer, Guarantor and any other guarantors are cumulative.

17. Successors and Assigns. The provisions of this Guaranty will bind and benefit the endorsees, transferees, successors and assigns of Guarantor and Beneficiaries.

18. Severability. In the event any one or more of the provisions contained in this Guaranty shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality and unenforceable provision shall not affect any other provision of this Guaranty, but this Guaranty shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

19. Counterparts. This Guaranty may be executed in any number of counterparts, all of which together shall constitute one and the same instrument.

Guarantor has executed this Guaranty as of the date and year first written above.

Guarantor:

CRC-I Limited Partnership,
a Massachusetts limited partnership

By: CRC-I Corp.,
a Massachusetts corporation,
its sole general partner

By: /S/ CHARLES DUDDLES

Name: Charles Duddles
Title: President

GUARANTY

The Company also entered into a Guaranty with CRC-II substantially identical to the CRC-I Guaranty differing only as the to properties involved. A summary of material differences follows:

1. References to CRC-I are changed to CRC-II.
2. References to CRC-II are changed to CRC-I.

AGREEMENT REGARDING CORPORATE GOVERNANCE

THIS AGREEMENT REGARDING CORPORATE GOVERNANCE ("Agreement") is made as of December __, 1993 ("Effective Date"), by and between CHARLES DUDDLES (hereinafter, "Designated Officer"), FOODMAKER, INC., a Delaware Corporation ("Foodmaker"), and CRC-I CORP., a Massachusetts corporation ("CRC-I Corp."), CRC-II CORP., a Massachusetts corporation ("CRC-II Corp."), FM 1993A CORP., a Delaware corporation ("FM 1993A"), CHRISTOPHER WILSON, an individual ("Wilson"), MATHEWS-PHILIPS SERVICE COMPANY, a Pennsylvania general partnership ("Mathews"), ROBERT KEY, an individual ("Key"), and ROBERT L. NESSEN, an individual ("Nessen"), who agree as follows:

1. Recitals. This Agreement is executed in contemplation of the following facts and circumstances:

a. Designated Officer is an officer and director of Foodmaker.

b. Foodmaker and CRC-I Limited Partnership, a Massachusetts limited partnership ("CRC-I Limited Partnership"), and CRC-II Limited Partnership, a Massachusetts limited partnership ("CRC-II Limited Partnership"), are parties to those certain sale-leaseback transactions (hereinafter, "Sale-Leaseback Transactions") described in (i) that certain Master Lease between CRC-I Limited Partnership, as lessor, and Foodmaker, as lessee, (ii) that certain Master Lease between CRC-II Limited Partnership, as lessor, and Foodmaker, as lessee, (iii) that certain Registration Rights Agreement (as hereinafter defined), and (iv) all other documents executed in connection therewith (collectively, "Transaction Documents").

c. FM 1993A Corp. has agreed to issue certain debt securities ("Debt Securities") and to utilize the proceeds thereof to purchase certain promissory notes from the CRC-I Limited Partnership and the CC-II Limited Partnership (collectively, the "Limited Partnerships") in connection with the Sale-Leaseback Transactions.

d. CRC-I Corp. is the sole corporate general partner of the CRC-I Limited Partnership.

e. CRC-II Corp. is the sole corporate general partner of the CRC- II Limited Partnership.

f. Nessen is the sole shareholder of CRC-I Corp. and CRC-II Corp., and Key is the sole shareholder of FM 1993A. Nessen intends to transfer the shares of CRC-I Corp. to Mathews after the Effective Date. The parties (other than Mathews) intend that Mathews will execute this Agreement as a condition to the transfer of the shares of

CRC-I to Mathews. The parties anticipate that Wilson will serve as a director of each of CRC-I Corp., CRC-II Corp. and FM 1993A.

g. In connection with the Sale-Leaseback Transactions, FM 1993A, CRC-I Corp. and CRC-II Corp. (collectively, "Co-Registrants") have executed or will be required to execute that certain Registration Rights Agreement ("Registration Rights Agreement"), which requires the Co-Registrants to participate in the filing of a registration statement with the Securities and Exchange Commission incident to FM 1993A's sale of the Debt Securities.

h. By this Agreement, the parties intend to set forth their respective rights and responsibilities with respect to the corporate governance of CRC-I Corp., CRC-II Corp. and FM 1993A.

i. Foodmaker acknowledges and agrees that it will receive a material benefit from the participation of the Limited Partnerships and FM 1993A in such transaction.

2. Basic Term. This Agreement shall remain in effect for a period beginning on the Effective Date and continuing until November 1, 2003.

3. Obligations of Designated Officer. For as long as Designated Officer is an officer, director or employee of Foodmaker, upon the nomination and election of the Designated Officer by the shareholders of the Co-Registrants, the Designated Officer shall serve as the director of each of the Co-Registrants, and shall vote to appoint himself to serve as the President, Clerk and Chief Financial Officer (and any other office required under Massachusetts or Delaware corporate law, as applicable) of each of the Co-Registrants. The Designated Officer shall accept said nomination and election from time to time as required under the laws of the state of Massachusetts or Delaware, as applicable, and shall serve as a director and as the officers of each of the Co-Registrants until such time as the Debt Securities have been repaid in full and the registration statement described in the Registration Rights Agreement is no longer effective.

4. Obligations of Foodmaker. If Designated Officer shall cease to be an employee of Foodmaker for any reason or shall resign as the director or officer of any of the Co-Registrants, Foodmaker shall designate a successor (hereinafter, "Successor Designated Officer") who, for as long as the Successor Designated Officer is an employee of Foodmaker, upon the nomination and election of the Successor Designated Officer by the shareholders of the Co-Registrants, shall serve as the director of each of the Co-Registrants and shall appoint himself or herself to serve as the President, Clerk and Chief Financial Officer (and the holder of any other office required under Massachusetts or Delaware corporate law, as applicable) of each of the Co- Registrants. The Successor

Designated Officer shall accept such nomination and election from time to time as required under the laws of the State of Massachusetts or Delaware, as applicable, and shall serve as a director and the officers of each of the Co-Registrants until such time as the Debt Securities have been repaid in full and the registration statement described in the Registration Rights Agreement is no longer effective. Upon designating a Successor Designated Officer, Foodmaker shall cause such Successor Designated Officer to execute and deliver to the other parties hereto an agreement in form and substance satisfactory to them pursuant to which he assumes the obligations of the Designated Officer hereunder from and after the date of his appointment as such.

5. Obligations of Shareholders. Until such time as the Debt Securities have been repaid in full and the registration statement described in the Registration Rights Agreement is no longer effective, the shareholders of each of the Co-Registrants (Mathews, Nessen and Key, with respect to CRC-I Corp., CRC-II Corp. and FM 1993A, respectively) shall elect Wilson and the Designated Officer as directors of each of the Co-Registrants. If either (i) the Designated Officer shall cease to be employed by Foodmaker for any reason, or (ii) the Designated Officer shall resign as a director or as the officers of any of the Co-Registrants, the shareholders of each of the Co-Registrants shall elect the Successor Designated Officer as the director of each of the Co-Registrants.

6. Obligations of Wilson. Upon the nomination and election of Wilson by the shareholders of Co-Registrants, Wilson shall accept such nomination, shall serve as a director of the Co-Registrants, and shall vote to appoint Duddles to serve as the President, Clerk and Chief Financial Officer (and any other office required under Massachusetts or Delaware corporate law, as applicable) of each of the Co-Registrants.

7. Certain Corporate Governance Matters. Foodmaker and the Designated Officer agree that the Designated Officer (or Successor Designated Officer), in his or her capacities as a director or officer of any Co-Registrant) will not take, and Foodmaker will not permit the Designated Officer (or Successor Designated Officer) to take, any action specified below without the prior written consent of the holders of 51% or more of the limited partnership interests in the Limited Partnership by which such action is proposed to be taken, or, in the case of an action by FM 1993A Corp., without the prior written consent of the holders of 51% or more of the limited partnership interests in each Limited Partnership:

a. Any action to waive compliance by Foodmaker with, to amend or to consent to a deviation by Foodmaker from the terms of the Transaction Documents.

b. Any action to accept or reject any offer made by Foodmaker to either Limited Partnership pursuant to the terms of either Master Lease referenced in the preamble to this Agreement.

c. Any action which would constitute or result in a violation by either Limited Partnership or of FM 1993A of any of the provisions of the Transaction Documents.

In addition, the Designated Officer (or Successor Designated Officer), in his or her capacities as a director or officer of any Co-Registrant, shall take any action upon the written request of the holders of 51% or more of the limited partnership interests in the Limited Partnership by which such action is proposed to be taken (provided that such action is not in violation of such Co-Registrant's organizational documents or the limited partnership agreement of such Limited Partnership), or, in the case of FM 1993A Corp., upon the written request of the holders of 51% or more of the limited partnership interests in each Limited Partnership.

8. Certain Affirmative Corporate Governance Obligations. Foodmaker agrees that it will take, and will cause the Designated Officer (or Successor Designated Officer) to take, at Foodmaker's expense, all necessary action to ensure that the Limited Partnerships and FM 1993A Corp. are at all time in full compliance with the provisions of each of the Transaction Documents to which they are a party. In addition to the foregoing, Foodmaker agrees that it will take, and will cause the Designated Officer (or Successor Designated Officer) to take, all necessary action requested by any limited partner of the Limited Partnerships to effectuate the transfer to any third party of such limited partner's partnership interest in the Limited Partnership in which such limited partner is a partner (provided that the prior written consent of the general partner of such Limited Partnership has been obtained) and all necessary action requested by the holders of 51% or more of the limited partnership interests in a Limited Partnership to sell, assign or otherwise transfer all or any portion of the assets of such Limited Partnership (provided that such transfer is carried out in accordance with Section 1.06 of the applicable mortgage or deed of trust entered into by such Limited Partnership as a part of the Transaction Documents covering the assets proposed to be so transferred).

9. Further Assurances. Each party shall perform any further acts and execute and deliver any documents which reasonably may be necessary to carry out the intent of this Agreement.

10. Attorneys' Fees. If any action or proceeding is commenced or legal counsel consulted to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover from the other party attorneys' fees and costs incurred in connection with such legal action or consultation. The term "prevailing party" shall mean the party in any action or consultation who obtains substantially the relief or result sought, whether by compromise, settlement or judgment.

11. Governing Law. This Agreement in all respects shall be interpreted, enforced and governed by and under the laws of the Commonwealth of Massachusetts.

12. Integration. This Agreement memorializes and constitutes the final, complete and exclusive agreement and understanding between the parties, and supersedes and replaces all prior negotiations, proposed agreements and agreements, whether written or oral. Each party to this Agreement acknowledges that no other party or agent or attorney for any other party has made any promise, representation or warranty whatsoever or implied which is not expressly contained in this Agreement and each party further acknowledges that it has not executed this Agreement in reliance upon any collateral promise, representation or warranty, or under reliance of any belief as to any fact not expressly recited in paragraph 1 above.

13. Independent Advice. Each party acknowledges that it has received independent legal advice with respect to the advisability of entering into this Agreement.

14. Headings. Paragraph headings have been inserted into this Agreement as a matter of convenience only and are not a part of this Agreement and shall not be used in the interpretation of this Agreement.

15. Severance. If a provision of this Agreement is held to be illegal or invalid by a court of competent jurisdiction, said provision shall be deemed to be severed and deleted and neither such provision, nor its severance and deletion shall effect the validity of the remaining provisions.

16. Successors and Assigns. The provisions, covenants, conditions and agreements herein contained shall apply to, bind and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

17. Counterparts. This Agreement may be executed in one or more counterparts all of which the other shall constitute one original document.

18. Interpretation. This Agreement has been negotiated at arm's length between persons sophisticated and knowledgeable with the matters dealt with in this Agreement. In addition, each party has been given the opportunity to consult with and has consulted with experienced and knowledgeable legal counsel. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purposes of this Agreement.

19. Venue. Venue for any action, whether arbitration, judicial or otherwise, shall be in San Diego County, California.

20. No Oral Modifications. This Agreement may be amended or modified in writing only signed by the parties hereto.

21. Notices. All communications herein provide for or made pursuant hereto shall be in writing and shall be sent by (i) legible fax with original to follow in due course (failure to send such original shall not affect the validity of such fax notice), and the giving of such communication shall be complete when such fax is received, and (ii) either (A) registered or certified mail, return receipt requested, in which event the giving of such communication shall be deemed complete on the fifth business day after the same is deposited in the United States Post Office with charges prepaid, or (B) reputable overnight delivery service, in which event the giving of such communication shall be deemed complete upon the immediately succeeding business day after the same is deposited with such deliver service:

If to Designated Officer: Charles Duddles
9330 Balboa Avenue
San Diego, California 92123-1516

If to Foodmaker: Foodmaker, Inc.
9330 Balboa Avenue
San Diego, California 92123-1516

If to CRC-I Corp: CRC-I Corp.
c/o R. Gordon Mathews
650 Washington Road
Pittsburgh, Pennsylvania 15228

and to: c/o Charles Duddles
9330 Balboa Avenue
San Diego, California 92123-1516

If to CRC-II Corp: CRC-II Corp.
c/o Robert L. Nessen
One Financial Center, 13th Floor
Boston, Massachusetts 02111

and to: c/o Charles Duddles
9330 Balboa Avenue
San Diego, California 92123-1516

If to FM 1993A: FM 1993A
c/o Robert Key
3350 North 60th Street
Phoenix, Arizona 85018

and to: c/o Charles Duddles
9330 Balboa Avenue
San Diego, California 92123-1516

If to Wilson: Christopher Wilson
1-1 Concord Green
Concord Green, Massachusetts 01742

If to Mathews: Mathews-Philips Service Company
c/o R. Gordon Mathews
650 Washington Road
Pittsburgh, Pennsylvania 15228

If to Key: Robert Key
3350 North 60th Street
Phoenix, Arizona 85018

If to Nessen: Robert L. Nessen
One Financial Center, 13th Floor
Boston, Massachusetts 02111

22. Effective Date. This Agreement shall be effective only after all the parties hereto have affixed their signatures below.

FOODMAKER, INC., a Delaware corporation

By: /S/ WILLIAM F. MOTTS

William F. Motts
Vice President
Restaurant Development

By:

Leo Momsen
Assistant Secretary

(SIGNATURES CONTINUED NEXT PAGE)

MATHEWS-PHILIPS SERVICE COMPANY, a
Pennsylvania general partnership

By: _____
Its: _____

Christopher Wilson

/S/ROBERT L. NESSEN

Robert L. Nessen

Robert Key

Charles Duddles

CRC-I CORP., a Massachusetts corporation

By: /S/ ROBERT NESSEN

Robert Nessen
President

CRC-II CORP., a Massachusetts corporation

By: /S/ ROBERT NESSEN

Robert Nessen
President

FM 1993A CORP., a Delaware corporation

By: _____
Charles Duddles
President

Independent Auditor's Consent

The Board of Directors
Foodmaker, Inc.:

We consent to the incorporation by reference in the registration statement on Form S-11 of FM 1993A Corp. of our report dated November 19, 1993, relating to the consolidated balance sheets of Foodmaker, Inc. and subsidiaries as of October 3, 1993 and September 27, 1992 and the related consolidated statements of operations, cash flows, and stockholders' equity for the fifty-three weeks ended October 3, 1993 and the fifty-two weeks ended September 27, 1992 and September 29, 1991, and our report dated December 30, 1993 on related schedules, for the fifty-three weeks ended October 3, 1993 and the fifty-two weeks ended September 27, 1992 and September 29, 1991, which reports appear in the October 3, 1993 annual report on Form 10-K of Foodmaker, Inc. and subsidiaries. Our reports refer to a change in 1993 in the methods of accounting for postretirement benefits and income taxes to adopt the provisions of the Financial Accounting Standards Board's Statements of Financial Accounting Standards No. 106, "Employers' Accounting for Postretirement Benefits Other Than Pensions", and No. 109, "Accounting for Income Taxes".

We also consent to the reference to our firm under the heading "Experts" in the prospectus.

KPMG PEAT MARWICK

San Diego, California
May 2, 1994

Independent Auditor's Consent

The Board of Directors
FM 1993A Corp.:

We consent to use of our reports included herein and to the reference
to our firm under the heading "Experts" in the prospectus.

KPMG PEAT MARWICK

San Diego, California
May 2, 1994

INDEPENDENT AUDITORS' CONSENT

We consent to the incorporation by reference in this Registration Statement of FM 1993A Corp., CRC-I Limited Partnership, CRC-II Limited Partnership on Form S-11 (Form S-3 as to Foodmaker, Inc.) of our report dated March 22, 1994, on Family Restaurants, Inc., (formerly The Restaurant Enterprises Group, Inc.), included in Foodmaker, Inc.'s Current Report on Form 8-K/A dated January 27, 1994.

DELOITTE & TOUCHE

Costa Mesa, California
May 2, 1994

LETTER OF TRANSMITTAL

Offer for all Outstanding Privately Placed
9.75% Senior Secured Notes due November 1, 2003
in Exchange for
Series B 9.75% Senior Secured Notes due November 1, 2003
of
FM 1993A CORP.

THIS EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY
TIME, ON _____, 1994, UNLESS EXTENDED

The Exchange Agent will be State Street Bank and Trust Company,
whose mailing address, facsimile number and telephone number are as follows:

By Hand:	By Mail:	By Overnight Express:	By Telephone:
State Street Bank and Trust Company Corporate Trust Window, 4th Floor Two International Place Boston, Massachusetts 02110 Attn: Andrew Sinasky	State Street Bank and Trust Company Corporate Trust Department P.O. Box 778 Boston, Massachusetts 02102 Attn: Andrew Sinasky	State Street Bank and Trust Company Corporate Trust Department Two International Place Boston, Massachusetts 02110 Attn: Andrew Sinasky	(617) 985-3023 By Facsimile: (617) 985-3034

DESCRIPTION OF SECURITIES TENDERED

Name and Address of Registered
Holder as it Appears on the
Privately Placed 9.75% Senior
Secured Notes due
November 1, 2003
("Old Notes")

Certificate
Number(s) of
Old Notes Transmitted

Principal Amount of
Old Notes Transmitted

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-----	-----	-----
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NOTE: SIGNATURES MUST BE PROVIDED BELOW. PLEASE READ
THE ACCOMPANYING INSTRUCTIONS CAREFULLY.

Ladies and Gentlemen:

1. The undersigned hereby agrees to exchange the aggregate principal amount of Privately Placed 9.75% Senior Secured Notes due November 1, 2003 (the "Old Notes") for a like principal amount of Series B 9.75% Senior Secured Notes due November 1, 2003 (the "New Notes") of FM 1993A Corp. (the "Issuer"), upon the terms and subject to the conditions contained in the Registration Statement on Form S-11 filed by Foodmaker, Inc., the Issuer, CRC-I Limited Partnership ("CRC-I") and CRC-II Limited Partnership ("CRC-II") (collectively, the "Co-Registrants") with the Securities and Exchange Commission (the "Registration Statement") and the accompanying Prospectus dated _____, 1994 included therein (the "Prospectus"), receipt of each of which is hereby acknowledged.

2. The undersigned hereby acknowledges and agrees that the New Notes will bear interest from and including July 1, 1994 (the last date on which interest will have been paid on the Old Notes prior to the exchange). Accordingly, the undersigned will forego accrued but unpaid interest on his, her or its Old Notes that are exchanged for New Notes from and including July 1, 1994, but will receive such interest under the New Notes.

3. The undersigned hereby represents and warrants that it has full authority to tender the Old Notes described above. The undersigned will, upon request, execute and deliver any additional documents deemed by the Issuer to be necessary or desirable to complete the exchange of the Old Notes.

4. The undersigned understands that the tender of the Old Notes pursuant to all of the procedures set forth in the Prospectus will constitute an agreement between the undersigned and the Issuer as to the terms and conditions set forth in the Prospectus.

5. The undersigned hereby represents and warrants that the undersigned is acquiring the New Notes in the ordinary course of the business of the undersigned and that the undersigned is not engaged in, and does not intend to engage in, a distribution of the New Notes.

6. If the undersigned is a broker-dealer, (i) it hereby represents and warrants that it acquired the Old Notes for its own account as a result of market-making activities or other trading activities, and (ii) it hereby acknowledges that it will deliver a prospectus meeting the requirements of the Securities Act of 1933, as amended (the "Securities Act") in connection with any resale of the New Notes received hereby. The acknowledgment contained in the foregoing sentence shall not be deemed an admission that the undersigned is an "underwriter" within the meaning of the Securities Act.

7. Any obligation of the undersigned hereunder shall be binding upon the successors, assigns, executors, administrators, trustees in bankruptcy and legal and personal representatives of the undersigned.

SPECIAL ISSUANCE AND DELIVERY INSTRUCTIONS
(See Instruction 1)

To be completed ONLY IF the New Notes are to be sent to someone other than the undersigned or to the undersigned at an address other than that provided above.

Mail to:

Name _____
(Please Print)

Address _____

(Include Zip Code)

SIGNATURE

(Name of Registered Holder)

By: _____

Name:

Title:

Date: _____

(Must be signed by registered holder exactly as name appears on Old Notes. If signature is by trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, please set forth full title. See Instruction 4.)

Address _____

Telephone No. _____

Taxpayer Identification No.: _____

Signature Guaranteed By: _____

(See Instruction 1)

Title:

Name of Institution:

Address:

Date:

PLEASE READ THE INSTRUCTIONS BELOW, WHICH FORM A PART OF THIS LETTER OF TRANSMITTAL.

INSTRUCTIONS

1. Guarantee of Signatures. Signatures on this Letter of Transmittal must be guaranteed by a firm that is a member of a registered national securities exchange, a member of the National Association of Securities Dealers, Inc. or by a commercial bank or trust company having an office in the United States (an "Eligible Institution") unless (i) the "Special Issuance and Delivery Instructions" above have not been completed, or (ii) the Old Notes described above are tendered for the account of an Eligible Institution.

2. Delivery of Letter of Transmittal and Old Notes. The Old Notes, together with a properly completed and duly executed Letter of Transmittal (or a facsimile thereof), should be mailed or delivered to the Exchange Agent at the address set forth above.

The method of delivery of Old Notes and other documents is at the election and risk of their respective holder. If delivery is by mail, registered mail (with return receipt), properly insured, is suggested.

3. Guaranteed Delivery Procedures. Registered holders who wish to tender their Old Notes and (i) whose Old Notes are not immediately available, or (ii) who cannot deliver their Old Notes, the Letter of Transmittal or any other required documents to the Exchange Agent prior to the Expiration Date, may effect a tender if:

- (a) The tender is made through an Eligible Institution;
- (b) Prior to the Expiration Date, the Exchange Agent receives from such Eligible Institution a properly completed and duly executed Notice of Guaranteed Delivery (by facsimile transmission, mail or hand delivery) setting forth the name and address of the registered holder of the Old Notes, the certificate number or numbers of such Old Note(s) and the principal amount of Old Notes tendered, stating that the tender is being made thereby and guaranteeing that, within five New York Stock Exchange trading days after the ExpirationDate, the Letter of Transmittal (or facsimile thereof) together with the certificate(s) representing the Old Notes and any other documents required by the Letter of Transmittal will be deposited by the Eligible Institution with the Exchange Agent; and
- (c) Such properly completed and executed Letter of Transmittal (or facsimile thereof), as well as the certificate(s) representing all tendered Old Notes in proper form for transfer and all other documents required by the Letter of Transmittal are received by the Exchange Agent within five New York Stock Exchange trading days after the Expiration Date.

Upon request of the Exchange Agent, a Notice of Guaranteed Delivery will be sent to registered holders who wish to tender their Old Notes according to the guaranteed delivery procedures set forth above.

4. Signatures on Letter of Transmittal, Bond Powers and Endorsements. If this Letter of Transmittal is signed by a person other than a registered holder of any Old Notes, such Old Notes must be endorsed or accompanied by appropriate bond powers, in either case signed exactly as the name or names of the registered holder or holders appear on the Old Notes. If this Letter of Transmittal or any Old Notes or bond power is signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such person should so indicate when signing, and, unless waived by the Issuer, proper evidence satisfactory to the Issuer of their authority to so act must be submitted.

5. Exchange of Old Notes Only. Only the above-described Old Notes may be exchanged for New Notes pursuant to the Exchange Offer.

6. Miscellaneous. All questions as to the validity, form, eligibility (including time of receipt), acceptance and withdrawal of tendered Old Notes will be resolved by the Issuer, whose determination will be final and binding. The Issuer reserves the absolute right to reject any or all tenders that are not in proper form or the acceptance of which would, in the opinion of counsel for the Issuer, be unlawful. The Issuer also reserves the right to waive any irregularities or conditions of tender as to particular Old Notes. The Issuer's interpretation of the terms and conditions of the Exchange Offer (including the instructions in this Letter of Transmittal) will be final and binding. Unless waived, any irregularities in connection with tenders or consents must be cured within such time as the Issuer shall determine. Neither the Issuer nor the Exchange Agent shall be under any duty to give notification of defects in such tenders or shall incur liabilities for failure to give such notification. Tenders of Old Notes will not be deemed to have been made until such irregularities have been cured or waived. Any Old Notes received by the Exchange Agent that are not properly tendered and as to which the irregularities have not been cured or waived will be returned by the Exchange Agent to the tendering holder thereof.