

DEBTOR: Shoney's, Inc.
EMPLOYER ID. NO.: [REDACTED]

SCHEDULE A
attached to and made part of Uniform Commercial Code
Form UCC-1 Financing Statement for Shoney's, Inc.

ITEM A: ADDRESSES

DEBTOR: Shoney's, Inc.
1727 Elm Hill Pike
Nashville, Tennessee 37210
Attn: W. Craig Barber

SECURED

PARTY: Canadian Imperial Bank of Commerce, New York Agency,
as Collateral Agent (the "Collateral Agent")
425 Lexington Avenue
New York, New York 10017
Attn: Vice President, Syndications

ITEM B: COLLATERAL DESCRIPTION

This financing statement is filed covering any and all interest of the Debtor in and to all buildings, structures, replacements, furnishings, fixtures, fittings and other improvements and property of every kind and character now or hereafter located or erected on the property described in Exhibit A attached hereto and owned or purported to be owned by the Debtor, together with all building or construction materials, equipment, appliances, machinery, plant equipment, fittings, apparatus, fixtures and other articles of any kind or nature whatsoever now or hereafter found on, affixed to or attached to the property described in Exhibit A attached hereto and owned or purported to be owned by the Debtor, including (without limitation) all motors, boilers, engines and devices for the operation of pumps, and all heating, electrical, lighting, power, plumbing, air conditioning, refrigeration and ventilation equipment, booths, counters and signs.

EXHIBIT "A"

Land in Shelby County, Alabama described as follows:

Commence at the Northwest corner of the Northwest Quarter of the Southeast Quarter of Section 36, Township 18 South, Range 2 West, and run in an Easterly direction along the Northerly line of said Quarter-Quarter section a distance of 669.20 feet to the point of beginning; thence continue along the last stated course a distance of 112.30 feet to a point, thence 117 degrees 04 minutes to the right in a Southwesterly direction a distance of 273.05 feet to a point on the Northeasterly right of way line of U. S. Highway No. 280; thence 89 degrees 59 minutes to the right in a Northwesterly direction along the Northeasterly right of way line of U.S. Highway No. 280 a distance of 100.00 feet to a point; thence 90 degrees 01 minutes to the right in a Northeasterly direction a distance of 221.98 feet to the point of beginning.

Record Owner - Andress Company, Inc.

RETURN DOCUMENT TO
CHICAGO TITLE INSURANCE COMPANY
171 NORTH CLARK STREET
CHICAGO, ILLINOIS 60601
ATTN: LORETTA KARP

STORE #5737

Site 1.6.2

PARCEL I:

A parcel of land situated in the Northwest quarter of the Southeast quarter of Section 36, Township 18 South, Range 2 West, being more particularly described as follows:

Commence at the Northwest corner of the Northwest quarter of the Southeast quarter of Section 36, Township 18 South, Range 2 West, and run in an Easterly direction along the Northerly line of said quarter-quarter section a distance of 556.90 feet to the point of beginning; thence continue along the last stated course a distance of 112.30 feet to a point; thence 117 degrees 04 minutes to the right in a Southwesterly direction a distance of 221.98 feet to a point of the Northeasterly right of way line of U. S. Highway No. 280; thence 89 degrees 59 minutes to the right in a Northwesterly direction along the Northeasterly right of way line of U. S. Highway No. 280 a distance of 100.00 feet to a point; thence 90 degrees 01 minutes to the right in a Northeasterly direction a distance of 170.91 feet to the point of beginning.

Situated in Shelby County, Alabama.

PARCEL II:

A part of the Northwest quarter of the Southeast quarter of Section 36, Township 18 South, Range 2 West, being more particularly described as follows:

Commence at the Northwest corner of said quarter-quarter section and run Easterly along the North line of said quarter-quarter section a distance of 523.21 feet to the point of beginning; thence continue along last stated course a distance of 33.69 feet to a point; thence 117 degrees 04 minutes to the right in a Southwesterly direction a distance of 170.91 feet to a point on the Northeasterly Right-of-Way line of U. S. Highway No. 280; thence 89 degrees 59 minutes to the right in a Northwesterly direction along said Right-of-Way line a distance of 30.0 feet to a point; thence 90 degrees 01 minutes to the right in a Northeasterly direction a distance of 155.59 feet to the point of beginning.

Situated in Shelby County, Alabama.

Record Owner: Andress Company, Inc.

BEFORE THE ALABAMA DEPARTMENT OF REVENUE

In re:	§	A proceeding authorized by
CANADIAN IMPERIAL BANK OF	§	§40-22-2(8), <u>Code of Alabama</u> ,
COMMERCE, NEW YORK AGENCY	§	1975
Petitioner,	§	

MORTGAGE TAX ORDER

Comes now the Petitioner, Canadian Imperial Bank of Commerce, New York Agency, as Collateral Agent under a Security Agreement dated as of July 20, 1993 executed by Shoney's, Inc., in favor of Petitioner (the "Security Agreement"), and asks the Department of Revenue to fix and determine the amount of mortgage privilege tax due pursuant to § 40-22-2(8), Code of Alabama, 1975, as amended, for the privilege of filing certain financing statements (the "Financing Statements") in the fixtures of Shoney's, Inc. (the "Fixtures") under the Alabama Uniform Commercial Code in connection with the Security Agreement, the Security Agreement securing the indebtedness that is secured by personal properties located both within and without the State of Alabama.

Upon consideration of said Petition and evidence offered in support thereof, the State Department of Revenue finds as follows:

1. That the total amount of indebtedness presently secured by the Security Agreement is \$125,000,000.00.
2. That the Security Agreement is an open-end security agreement which may secure future advances, therefore, the Petitioner has filed a bond with this Department pursuant to § 40-22-2(2) a, supra.
3. That the value of the Fixtures and other properties secured by the Security Agreement and other security documents executed substantially simultaneously with the Security Agreement and securing the indebtedness secured by the Security Agreement, is \$138,717,000.00.
4. That the value of the Fixtures and other properties covered by the Security Agreement and located within the State of Alabama is \$3,979,500.00, or two and eighty-seven/one hundredths percent (2.87%) of the total value of all the properties located both within and without the State of Alabama securing the indebtedness secured by the Security Agreement.
5. That the amount of indebtedness allocable to the State of Alabama and upon which tax is due is \$3,587,500.00.

6. That the mortgage privilege tax to be paid, at the rate of \$.15 per \$100.00, or fraction thereof, is \$5,381.25.

7. That the mortgage tax is to be distributed to the counties wherein the Financing Statements are filed according to the relative property values in each Alabama county as follows:

<u>COUNTY</u>	<u>VALUE</u>	<u>PERCENTAGE OF TOTAL VALUE IN ALABAMA</u>
Barbour	\$ 498,200.00	12.52
Coffee	\$ 97,600.00	2.45
Houston	\$ 514,900.00	12.94
Marshall	\$ 405,500.00	10.19
Montgomery	\$1,872,300.00	47.05
Shelby	\$ 591,000.00	14.85

Inst # 1993-23531
08/10/1993-23531
08:24 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MCD 19.00

IT IS, THEREFORE, ORDERED that the Judge of Probate of Montgomery County, Alabama, wherein the first of the Financing Statements is to be filed, shall collect mortgage tax in the amount of \$5,381.25, plus any filing fees that may be due, and, after deducting the Probate Judge's commission, shall make distribution of such tax to the other counties and in the percentages set out in Paragraph 7 above.

DONE at the Capital, Montgomery, Alabama, this 19th day of July, 1993.

STATE DEPARTMENT OF REVENUE

By: [Signature]
Assistant Commissioner of Revenue

ATTEST:

[Signature]
As Secretary

Ray-Neese Edwards
Inst # 1993-23531
Legal Division

08/10/1993-23531
08:24 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MCD 19.00