

STATE OF ALABAMA -- UNIFORM COMMERCIAL CODE -- FINANCING STATEMENT
FORM UCC-1 ALA.

☐ The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).		No. of Additional Sheets Presented: 2	This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.	
1. Return copy or recorded original to: Deena K. Snipes Parker, Hudson, Rainer & Dobbs 1500 Marquis Two Tower 285 Peachtree Center Avenue Atlanta, Georgia 30303			THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office	
2. Name and Address of Debtor (Last Name First if a Person) The Krystal Company The Krystal Building One Union Square Chattanooga, Tennessee 37402			Inst # 1997-14300 05/07/1997-14300 02:08 PM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 17.00 003 HCD	
Pre-paid Acct. #				
Social Security/Tax ID#				
2A. Name and Address of Debtor (IF ANY) (Last Name First if a Person)				
Social Security/Tax ID#			FILED WITH: Shelby County	
☐ Additional debtors on attached UCC-E			4. ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)	
3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person) Transamerica Business Credit Corporation, as Agent Suite 700 Two Ravinia Drive Atlanta, Georgia 30346				
Social Security/Tax ID#				
☐ Additional secured parties on attached UCC-E				
5. The Financing Statement Covers the Following Types (or items) of Property: All types (or items) of property described on Exhibit A attached hereto and made a part hereof. See Exhibit A attached hereto for a description of Debtor's property covered by this Financing Statement. Some of Debtor's property is, or may become in the future, affixed to the real estate described on Exhibit B attached hereto. The record owner of such real estate is Debtor. *This financing statement is filed as additional security for the indebtedness secured by a certain mortgage executed by Debtor in favor of Secured Party recorded concurrently herewith.				
5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing: 500				
Check X if covered: ☒ Products of Collateral are also covered.				
6. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so) ☐ already subject to a security interest in another jurisdiction when it was brought into this state. ☐ already subject to a security interest in another jurisdiction when debtor's location changed to this state. ☐ which is proceeds of the original collateral described above in which a security interest is perfected. ☐ acquired after a change of name, identity or corporate structure of debtor ☐ as to which the filing has lapsed.				
7. Complete only when filing with the Judge of Probate: The initial indebtedness secured by this financing statement is \$ * Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ N/A				
8. ☒ This financing statement covers timber to be cut, crops, or fixtures and is to be cross indexed in the real estate mortgage records (Describe real estate and if debtor does not have an interest of record, give name of record owner in Box 5)				
Signature(s) of Secured Party(ies) (Required only if filed without debtor's signature -- see Box 8)				
Signature(s) of Debtor(s) The Krystal Company Type Name of Individual or Business				
Signature(s) of Secured Party(ies) or Assignee Transamerica Business Credit Corporation, as Agent Type Name of Individual or Business				

EXHIBIT A
TO UCC-1 FIXTURE FILING
(Continued from Item 5)

DEBTOR: THE KRYSTAL COMPANY
TAXPAYER I.D. NO.: 62-0264140
SECURED PARTY: TRANSAMERICA BUSINESS CREDIT CORPORATION, AS AGENT

(a) All those parcels of Debtor's land in Shelby County, Alabama, more particularly described in Exhibit B attached hereto and by this reference made a part hereof (hereinafter referred to as the "Property"); and

(b) All minerals, crops, and other emblements now or hereafter located on, or under the Property; and

(c) All buildings, structures and other improvements now or hereafter located on the Property ("Improvements"); and

(d) All easements, rights-of-way, strips and gores of land, streets, waters, and all estates, rights, titles, interests, tenements, hereditaments and appurtenances in any way now or hereafter belonging, relating or appertaining to the Property, whether now owned or hereafter acquired by Debtor, and the reversion and reversions, remainder and remainders of the Property; and

(e) All building materials, fixtures, machinery and equipment now or hereafter located on the Property, and all other personal property of every kind and nature whatsoever, now or hereafter located in, on or under the Property, or used or usable in connection with any present or future operation of the Property, together with all additions thereto, replacements thereof and substitutions therefor (collectively, "Collateral");

(f) All leases, usufructs, tenant contracts and rental agreements and other contracts, licenses and permits (collectively, "Leases"); and

(g) All monies and proceeds derived by Debtor from the Property, Improvements, Collateral and Leases, including, without limitation, all rents, tenant reimbursements, issues and profits which shall hereafter become due or be paid for the use of the Premises (as hereinafter defined), or any part thereof, and all rents, tenant reimbursements, issues and profits arising under the Leases or any thereof (collectively, "Rents"), awards or settlements to which Debtor may be entitled as a result of the exercise of the right of eminent domains and all proceeds of policies of insurance which insure against loss or damage to any property described above.

The security agreement between Debtor and Secured Party restricts the right of Debtor to sell, lease, pledge or otherwise dispose of any of the above-described property of Debtor except for sales of inventory in the ordinary course of Debtor's business.

This UCC-1 financing statement is in addition to, and not in lieu or replacement of, any other UCC-1 financing statement between the parties hereto of record in any filing office or jurisdiction in the United States of America.

RETURN DOCUMENT TO:
Chicago Title, 171 N. Clark St.
Attn: Loretta Karp
Chicago, IL 60601

BIR - 11

EXHIBIT B
TO UCC-1 FIXTURE FILING
(Continued from Item 5)

B12-11

DEBTOR: THE KRYSTAL COMPANY
TAX PAYER I.D. NO.: 62-0264140
SECURED PARTY: TRANSAMERICA BUSINESS CREDIT CORPORATION, AS AGENT

A part of the Southwest Quarter of the Southwest Quarter of Section 25, Township 20 South, Range 3 West and the Southeast Quarter of the Southeast Quarter of Section 26, Township 20 South, Range 3 West, more particularly described as follows:
Commence at the Southwest corner of Southwest Quarter of the Southwest Quarter of Section 25, Township 20 South, Range 3 West and run East along South line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 130.60 feet to a point on the westerly right-of-way line of U. S. Highway 31; thence turn an angle left of 75 deg. 29 min. and run Northerly along said Westerly right-of-way line a distance of 400.0 feet to the point of beginning; thence continue Northerly along said Westerly right-of-way line a distance of 160.0 feet; thence turn an angle to the left of 90 deg. 00 min. and run in a Westerly direction a distance of 318.23 feet to a point on the Easterly right-of-way of Louisville & Nashville Railroad; thence turn an angle to the left of 97 deg. 38 min. 30 sec. and run Southerly along said Easterly right-of-way line a distance of 161.43 feet; thence turn an angle to the left of 82 deg. 21 min. 30 sec. and run Easterly a distance of 296.76 feet to the point of beginning; being situated in Shelby County, Alabama.

Inst # 1997-14300

05/07/1997-14300
02:08 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 17.00