

☐ The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).

No. of Additional Sheets Presented: *3*

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Return copy or recorded original to:

**RETURN TO:**  
**LEXIS® DOCUMENT SERVICES**  
**Post Office Box 2969**  
**Springfield, Illinois 62708**

Pre-paid Acct # \_\_\_\_\_

2. Name and Address of Debtor

(Last Name First if a Person)

Boston Chicken, Inc.  
 14103 Denver West Parkway  
 Golden CO 80401

Social Security/Tax ID # \_\_\_\_\_

2A. Name and Address of Debtor

(IF ANY)

(Last Name First if a Person)

Social Security/Tax ID # \_\_\_\_\_

☐ Additional debtors on attached UCC-E

3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)

General Electric Capital  
 Corporation, as agent  
 4 Northpark Drive, Suite 500  
 Hunt Valley MD 21030

Social Security/Tax ID # \_\_\_\_\_

☐ Additional secured parties on attached UCC-E

THIS SPACE FOR USE OF FILING OFFICER  
 Date, Time, Number & Filing Office

Inst # 1998-03389

02/02/1998-03389  
 02:41 PM CERTIFIED  
 SHELBY COUNTY JUDGE OF PROBATE  
 004 SNA 19.00

FILED WITH:

Shelby County

4. ASSIGNEE OF SECURED PARTY

(IF ANY)

(Last Name First if a Person)

5. The Financing Statement Covers the Following Types (or items) of Property:

**See attachments**

See Schedule I attached hereto for legal description and record owner

To be indexed in real estate records

5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing:


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.

Boston Chicken, Inc.

Signature(s) of Debtor(s)

Signature(s) of Debtor(s)

Bernadette Dennehy, Vice President

Type Name of Individual or Business

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) \$ \_\_\_\_\_

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 6)

General Electric Capital Corporation, as agent

Signature(s) of Secured Party(ies) or Assignee

Signature(s) of Secured Party(ies) or Assignee

Type Name of Individual or Business

(1) FILING OFFICER COPY - ALPHABETICAL  
 (2) FILING OFFICER COPY - NUMERICAL

(3) FILING OFFICER COPY - ACKNOWLEDGEMENT  
 (4) FILE COPY - SECURED

(5) FILE COPY DEBTOR(S)

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1  
 Approved by The Secretary of State of Alabama

*SUBDIO-97 TR-C*

ATTACHMENT TO UNIFORM COMMERCIAL CODE FINANCING STATEMENT

1. SECURED PARTY: GENERAL ELECTRIC CAPITAL CORPORATION, FOR ITSELF  
AND AS AGENT FOR CERTAIN PARTICIPANTS

DEBTOR: BOSTON CHICKEN, INC.

2. DESCRIPTION OF PROPERTY:

- (a) The items of equipment leased pursuant to those certain Master Lease Agreements dated as of the 27th day of September, 1995 and 9<sup>th</sup> day of December, 1996, between Secured Party, as lessor, and Debtor, as lessee, together with all additions, attachments, accessories, accessions, substitutions and replacements therefor, and proceeds (including insurance proceeds) thereof (but without Debtor having any power of sale); as more fully described on the attached Annex A (the "Equipment").
- (b) All right, title and interest of Debtor in and to (i) each sublease of the Equipment, now existing or hereafter created (collectively, the "Sublease"), and all extensions and renewals thereof, (ii) all rentals and other sums due, now or hereafter, under the Sublease, and (iii) any and all proceeds of any insurance required under the Sublease, and (iv) all products and proceeds of the foregoing.
- (c) To the extent the Equipment may constitute or be deemed to be Debtor's inventory (the "Inventory"), all right, title and interest of Debtor in and to (i) such Inventory, which shall mean all Equipment offered or furnished under any contract of service or intended for lease, any and all additions, attachments, accessories and accessions thereto, any and all substitutions, replacements or exchanges therefor, any and all leases, subleases, rentals, accounts and contracts with respect to the Equipment which may now exist or hereafter arise, together with all rights thereunder and all rental and other payments and purchase options due and to become due thereunder, any and all proceeds payable for such property, all insurance, bonds and/or other proceeds of the property and all returned or repossessed Equipment now or at any time or times hereafter in the possession or under the control of Debtor or Secured Party; and (ii) all accounts receivable now owned by Debtor or hereafter acquired or owned by Debtor solely to the extent that such arise or result from, any lease or other disposition of any of the Equipment or the Inventory, including, but not limited to, the Sublease or any right of Debtor to payments for the Equipment sold or leased or for services rendered whether or not evidenced by an instrument or chattel paper, and whether or not such right has been earned by performance; PROVIDED, HOWEVER, THAT DEBTOR IS NOT AUTHORIZED TO SELL THE EQUIPMENT OR INVENTORY EXCEPT IN ACCORDANCE WITH THE EXPRESS TERMS AND CONDITIONS OF A PURCHASE OPTION IN THE SUBLEASE AFTER PRIOR WRITTEN NOTICE TO SECURED PARTY OF THE EXERCISE BY SUBLESSEE OF THE OPTION TO PURCHASE THE EQUIPMENT.

3. A PORTION OF THE EQUIPMENT DESCRIBED HEREIN WAS PURCHASED BY SECURED PARTY FROM DEBTOR AS PART OF A SALE-LEASEBACK TRANSACTION.

## ANNEX A

### KITCHEN EQUIPMENT

- ROTISSERIES
- SERVING LINE
- COOKING LINE
- COOLERS
- SHELVING
- SMALLWARES
- EXHAUST SYSTEM AND HOODS

### SIGNAGE

- EXTERIOR BUILDING SIGNAGE
- INTERIOR SIGNAGE
- AWNINGS
- POLE SIGNAGE - UNATTACHED

### FURNITURE/DECOR

- TABLE TOPS
- TABLE BASES
- CHAIRS/SEATING
- MURAL
- ARTWORK

### MILLWORK

- FRONT AND REAR COUNTERS
- TRIM/MOLDING
- OFFICE MILLWORK/CABINET PACKAGE
- OTHER MILLWORK

### STORE COMPUTER/ELECTRONICS SYSTEMS

- POINT OF SALE HARDWARE
- BACK OFFICE HARDWARE

### GENERAL SYSTEMS

- PHONE SYSTEM
- SECURITY SYSTEM
- SOUND SYSTEM
- SAFE

21512

**EXHIBIT "A"**

An Exhibit to the Limited Warranty Deed

A Description of the "Property"

Being that tract of land known as Inverness Corners Outparcel  
"B" on the Final Plat recorded in Map Book 21, Page 30 of  
Shelby County, Alabama.

Inst # 1998-03389

02/02/1998-03389  
02:41 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
004 SNA 19.00

*Recorded with General Electric Credit Corp.*