

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] William N. Harris (704) 331-7426	
B. SEND ACKNOWLEDGEMENT TO: (Name and Address) Kennedy Covington Lobdell & Hickman, L.L.P. Hearst Tower 214 North Tryon Street, 47th Floor Charlotte, NC 28202 Attn: William N. Harris	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME – insert only one debtor name (1a or 1b) – do not abbreviate or combine names

1a. ORGANIZATION'S NAME O'Charley's Inc.				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 3038 Sidco Drive		CITY Nashville	STATE TN	POSTAL CODE 37204
1d. TAXID#: SSNOREN Do Not Provide		ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION corporation	1f. JURISDICTION OF ORGANIZATION Tennessee
			1g. ORGANIZATIONAL ID#, if any None	<input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – insert only one debtor name (2a or 2b) – do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY
2d. TAXID#: SSNOREN		ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION
			2g. ORGANIZATIONAL ID#, if any None	<input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) – insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME Wachovia Bank, National Association, as Administrative Agent				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS Charlotte Plaza, CP-8, 201 S. College Street		CITY Charlotte	STATE NC	POSTAL CODE 28288
				COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

All personal property and fixtures of Debtor as more particularly described on Exhibit A attached hereto and incorporated herein by reference. The fixtures are located on the real property described on Rider 1 to Exhibit A attached hereto.

Debtor is the record owner of the real property.

5. ALTERNATIVE DESIGNATION [if applicable]: <input type="checkbox"/> LESSEE/LESSOR <input type="checkbox"/> CONSIGNEE/CONSIGNOR <input type="checkbox"/> BAILEE/BAILOR <input type="checkbox"/> SELLER/BUYER <input type="checkbox"/> AG. LIEN <input type="checkbox"/> NON-UCC FILING				
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]		7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2		
8. OPTIONAL FILER REFERENCE DATA				

Land Title

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

O'Charley's Inc.

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

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11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – insert only one name (11a or 11b) – do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11d. TAXID#: SSN OR EIN

ADD'L INFO RE
ORGANIZATION
DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL ID#, if any

☐ NONE

12. ☐ ADDITIONAL SECURED PARTY's or ☐ ASSIGNOR'S S/P'S NAME – insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

12c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as extracted collateral, or is filed as a ☒ fixture filing.

14. Description of real estate:

See Rider 1 attached to Exhibit A attached hereto and incorporated herein by reference.

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

Debtor is record owner of the real property.

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years

☐ Filed in connection with a Public-Finance Transaction — effective 30 years

EXHIBIT A
TO UCC FINANCING STATEMENT
BY AND AMONG
O'CHARLEY'S INC. ("DEBTOR")
AND
WACHOVIA BANK, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT
("SECURED PARTY")

All of the Debtor's right, title and interest in and to the following property (the "Property"), whether now owned or hereafter acquired:

A. All of the right, title and interest of Debtor in and to the real estate, as more specifically described in Rider 1 attached hereto, together with all of Debtor's rights, title and interest under all easements, rights of way, restrictive covenants, parking agreements, encroachment agreements, licenses, streets, alleys, passages, walkways, strips of land, sewer rights, waters, water courses, water privileges, tenements, hereditaments and other appurtenances and rights, including, but not limited to, air rights, surface rights and subsurface rights relating or appertaining to such real estate (collectively, the "Land").

B. All of the right, title and interest of Debtor in and to all facilities, buildings, structures, fixtures, improvements and parking areas now or hereafter located on the Land and all replacements thereof and additions thereto (collectively, the "Improvements"); without limiting the foregoing, the term "Improvements" shall include: all buildings, components of buildings, roads, streets, curbs, gutters, sidewalks and pedestrian ways; all storm drainage, water systems, sewer systems, electrical systems, gas systems and other utilities equipment; and all improvements relating to easements appurtenant to the Land and landscaping, whether or not located on the Land, which are necessary or appropriate to fully benefit and serve the Improvements located on the Land.

C. All chattels, machinery, equipment, goods, construction materials and articles of personal property now or hereafter attached to, incorporated in, or located on, the Premises or on appurtenant easements and used or usable in connection with any present or future construction, operation or letting of the Property or the activities at any time conducted therein or thereon which are owned by Debtor (collectively, the "Equipment"), including, but not limited to, any and all types of machinery and equipment, heating, venting and air-conditioning, lighting, laundry, incinerating and power equipment and machinery, plumbing, cleaning, smoke detection, fire prevention and fire extinguishing systems, communications apparatus, sprinkler systems, gas and electric fixtures, awnings, screens, window shades, storm doors and windows, cabinets, ducts and compressors, rugs, carpets, draperies and linens, elevators, escalators, pumps, motors, engines, conduits, dynamos, refrigerators, freezers, incinerators, plants, flowers

and shrubbery, and all other machinery, equipment, appliances, fittings, furniture, furnishings, chattels and articles of personalty of every kind and nature (if any) used in the operation of the Improvements and structures now or hereafter situated on and constituting part of the Property or on appurtenant easements, together with any and all replacements thereof and additions thereto;

D. Any unearned insurance premiums and any insurance proceeds realized from or as a result of Debtor's ownership or operation of any Property and any and all awards, including interest thereon, heretofore and hereafter made to Debtor for any taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Property, including any awards for changes of grade of streets, which awards are hereby assigned to Secured Party, for the ratable benefit of itself and Lenders, who is hereby authorized to collect and receive the proceeds of such awards and to give proper receipts and acquittances therefor and to apply the same to the Obligations, to the extent hereinafter provided (all of the foregoing being referred to herein as the "Proceeds");

E. All existing and future leases, subleases, licenses and other agreements for the use and occupancy of all or any portion of the Property, and any and all extensions, renewals and modifications thereof, whether written or oral and whether for a definite term or month to month, including without limitation (i) any and all cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, (ii) the right to receive and collect all rents thereunder and (iii) any and all guarantees of the lessee's obligations thereunder (collectively, the "Leases");

F. All earnings, revenues, rents, issues, profits, avails, general intangibles, choses in action, proceeds and other income of and from the Property or any portion thereof including, without limitation, all rents and receipts from, or proceeds payable under or related to, the Leases (collectively, the "Rents");

G. All architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, permits, surveys and similar documents relating to the Property; all sewer taps, permits and allocations; and all agreements for utilities, bonds, sureties and the like, relating to the Property or appurtenant facilities erected, or to be erected, upon or about the Property;

H. All warranties and guarantees of contractors or subcontractors or of suppliers or manufacturers of equipment or other property incorporated into the Improvements or used with or otherwise constituting part of the fixtures therein; and

I. All the property of every kind and description, whether real, personal or mixed, which, at any time hereafter, by indenture or indentures supplemental hereto, and by other instruments of transfer, may be expressly conveyed, mortgaged or pledged, delivered, assigned or transferred to Secured Party, for the ratable benefit of itself and Lenders, by or on behalf of Debtor, as and for additional or substitute security for the Obligations.

Rider 1

A parcel of land located in Section 31, Township 19 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:

Commence at the northeast corner of the Southwest one-quarter of Section 31, Township 19 South, Range 2 West; thence run in a westerly direction along the northern line of said quarter section for a distance of 301.28 feet; thence turn an angle to the left of 51°49'38" and run in a southwesterly direction for a distance of 524.90 feet; thence turn an angle to the right of 15°42'53" and run in a southwesterly direction for a distance of 15.00 feet; thence turn an angle to the left of 102°10'58" run in a southeasterly direction for a distance of 195.60 feet; thence turn an angle to the right of 13°53'06" and run in a southeasterly direction for a distance of 185.50 feet; thence turn an angle to the right of 03°06'00" and run in a southeasterly direction for a distance of 201.40 feet; thence run an angle to the right of 03°14'59" and run in a southeasterly direction for a distance of 894.19 feet to the northwesterly right of way line of Alabama Highway No. 119; thence turn an angle to left of 93°41'50" and run in a northeasterly direction and along said right of way for a distance of 175.97 feet to the point of beginning; thence continue along the previous course and along said right of way line for a distance of 42.10 feet; thence turn an angle to the left of 30°20'28" and run in a northeasterly direction and along said right of way line f 115.40 feet; thence turn an angle to the and run in a northeasterly direction and way line for a distance of 99.38 feet; t #508 to the left of 88°06'12" and, leaving s line, run northwesterly for a distance of turn an angle to the left of 91°53'48" y for a distance of 239.00 feet; thence t left of 88°06'12" and run southeasterly for a distance of 308.66 feet to the point of beginning, being situated in Shelby County, Alabama.