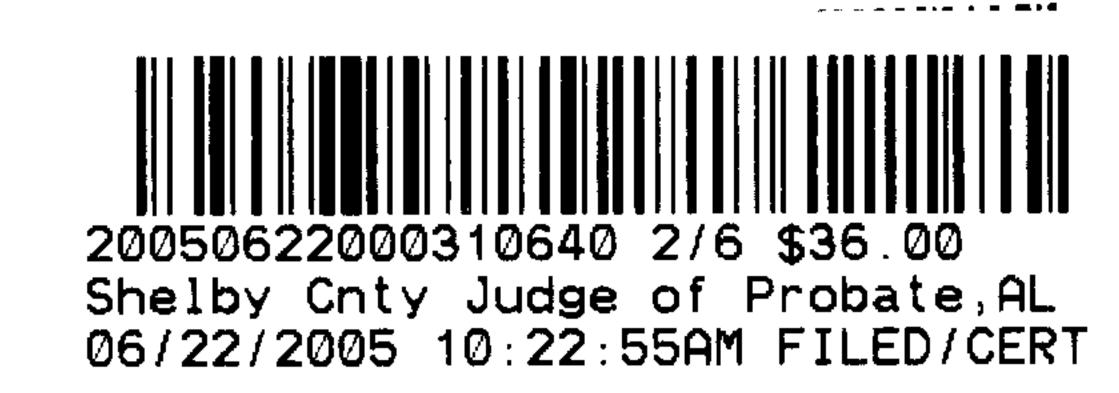
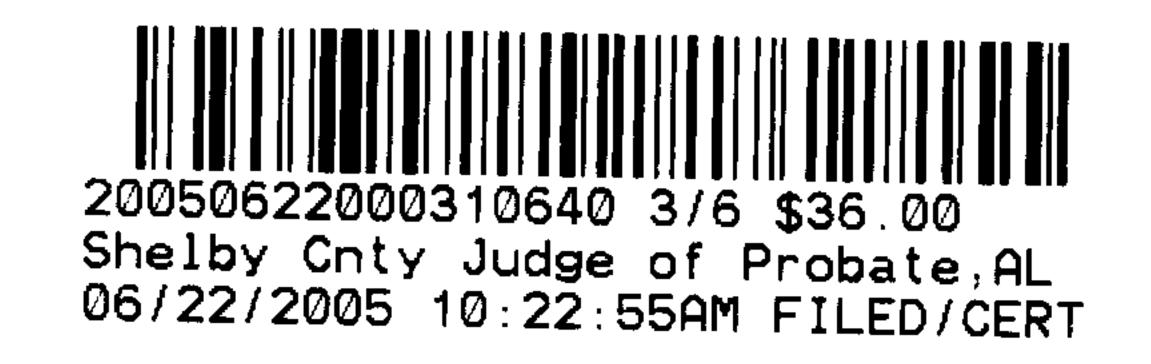
A. NAME & PHONE OF C								
Frederick C.C. B								
B. SEND ACKNOWLEDO								
Morris Man 1600 Atlant 3343 Peach Atlanta, GA	tree Road, NE 30326	nter <u>Return Recorde</u> LandAmerica Na 450 S. Orange A Orlando, FL 328 Attention: Chris	Ational Commercial Servi Evenue, Suite 170 301 MJ-00356	ABOVE SPACE IS FO	R FILING OFFICE US	SEONLY		
1. DEBTOR S EXACT I		- insert only <u>one</u> deptor name (18	or rb) - do not appreviate or combine na	ames	· · · · · · · · · · · · · · · · · · ·			
VALENTI SOI	JTHEAST RE	EALTY, LLC						
OR 1b. INDIVIDUAL'S LAST	NAME		FIRST NAME	MIDDLE	NAME	SUFFIX		
4- MAULINIC ADDDECC						COUNTRY		
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	ORGANIZATION DEBTOR		Florida	I —	FL L04000024455			
2. ADDITIONAL DEBTO	<u> </u>		debtor name (2a or 2b) - do not abbrevia					
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3. SECURED PARTY'S Na. ORGANIZATION'S N		of TOTAL ASSIGNEE of ASSIGNOR	R S/P) - insert only <u>one</u> secured party na	me (3a or 3b)		· ····································		
Bank of Americ								
3b. INDIVIDUAL'S LAST NAME			FIRST NAME	MIDDLE	MIDDLE NAME			
3c. MAILING ADDRESS	Sc. MAILING ADDRESS			STATE	POSTAL CODE	COUNTRY		
600 Peachtree Street, NE, GA1-006-13-20			Atlanta	GA	30308	USA		
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Property Location: Unit #548 – 101 Inverness Corners, Birmingham, Shelby County, Alabama 35242

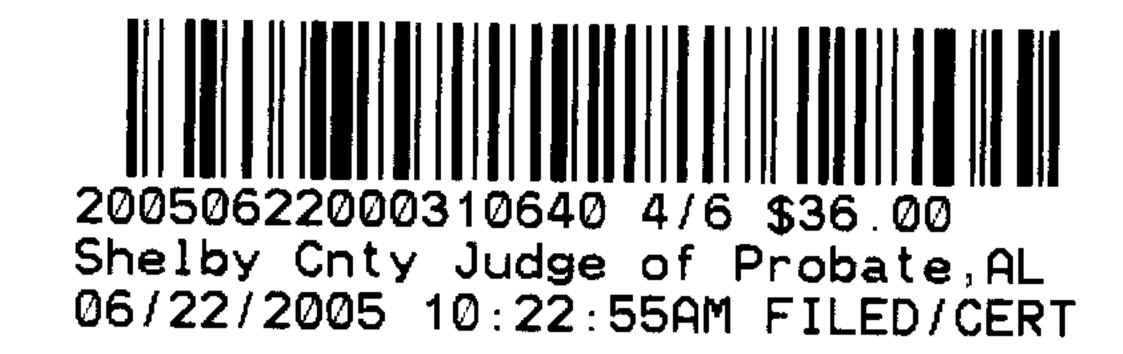
5. ALTERNATIVE DESIGNATION [if applicable]: LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. This FINANCING STATEMENT is to be filed [for record] (or recorded ESTATE RECORDS. Attach Addendum	in the REAL 7. Check to REC [if applicable] [ADDITIONAL	UEST SEARCH REPOR FEE]	RT(S) on Debtor(s) [optional]	All Debtors	Debtor 1 Debtor 2
8. OPTIONAL FILER REFERENCE DATA					
Shelby County, Alabama Filing		MM&M	File No. 6109	/44983	



UCC FINANCING STATEMENT ADDENDUS FOLLOW INSTRUCTIONS (front and back) CAREFULLY	M			
9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING S	TATEMENT			
9a. ORGANIZATION'S NAME	·			
OR VALENTI SOUTHEAST REALTY, LLC				
9b. INDIVIDUAL'S LAST NAME FIRST NAME	MIDDLE NAME, SUFFIX			
10. MISCELLANEOUS:				
11 ADDITIONAL DERTOR'S EVACTEUIL LEGAL NAME income			IS FOR FILING OFF	CE USE ONLY
11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only o	ne name (11a or 11b) - do not abbrevi	ate or combine names		
OR 11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE	NAME	SUFFIX
11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/I	O'S NAME - insert only <u>one</u> name	(12a or 12b)		
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-extract collateral, or is filed as a fixture filing. 14. Description of real estate:	ed 16. Additional collateral descri	ption:		
See Schedule "1" attached hereto.				
15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):				
METROPOLITAN LIFE INSURANCE COMPANY				
	17. Check <u>only</u> if applicable an		•	
		rustee acting with respect to	property held in trust or	Decedent's Estat
	18. Check <u>only</u> if applicable an			
	Debtor is a TRANSMITTING Filed in connection with a l	3 UTILITY Manufactured-Home Transaction	n — effective 20 ves	
		Public-Finance Transaction —	·	



UCC FINANCING S							
9. NAME OF FIRST DEBTOR			TEMENT				
9a. ORGANIZATION'S NAME	(la or lb) c						
OB VALENTI SOUTHI	EAST RE	ALTY. LLC					
9b. INDIVIDUAL'S LAST NAME	 	FIRST NAME	MIDDLE NAME, SUFFIX				
10. MISCELLANEOUS:							
				THE ABOVE	SPACE	IS FOR FILING OFFIC	E USE ONLY
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11a. ORGANIZATION'S NAME							
OR			•				
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12. ADDITIONAL SECUR 12a. ORGANIZATION'S NAME		S or ASSIGNOR S/PS	NAME - insert only <u>one</u> name	(12a or 12b)			
OR 12b. INDIVIDUAL'S LAST NAM	<u>E</u>		FIRST NAME		MIDDLE NAME		SUFFIX
12c. MAILING ADDRESS			CITY		STATE	POSTAL CODE	COUNTRY
13. This FINANCING STATEMENT	covers tir	nber to be cut or as-extracted	16. Additional collateral descr	iption:			
collateral, or is filed as a X f	ixture filing.						
See Schedule "1" attach	ned hereto	•					
15. Name and address of a RECOI (if Debtor does not have a reco		above-described real estate					
	•						
METROPOLITAN LIF	EINSUR	ANCE CUMPANY					
			17. Check <u>only</u> if applicable a				1
			Debtor is a Trust or			roperty held in trust or	Decedent's Estate
			18. Check <u>only</u> if applicable a		₹.		
			Debtor is a TRANSMITTIN Filed in connection with a		Transcott	m ====================================	
			Filed in connection with a				



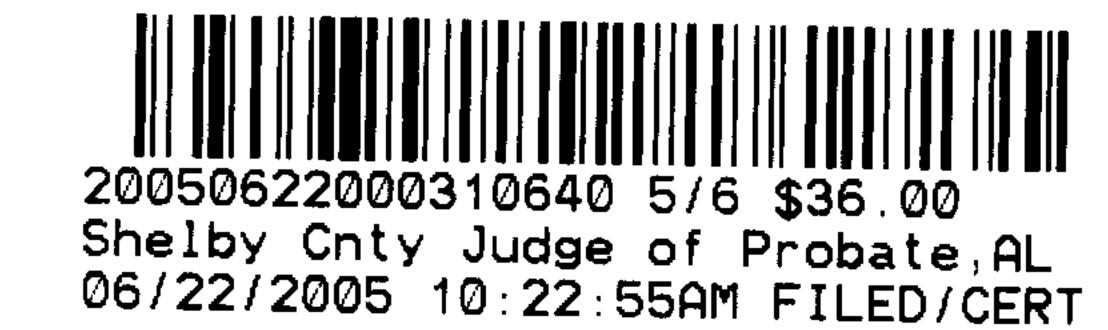
Unit:
Unit #548 – 101 Inverness Corners,
Birmingham, Shelby County, Alabama
35242

EXHIBIT A UCC-1 FINANCING STATEMENT

VALENTI SOUTHEAST REALTY, LLC, a Florida limited liability company ("Debtor")

All terms used herein having their initial letters capitalized and not otherwise defined herein shall be defined as set forth in the security documents to which this filing pertains.

- 1. <u>Land</u>. All estate, right, title and interest of Debtor in, to, under or derived from those certain lots, pieces, tracts or parcels of land located in certain cities and/or counties in the State of Alabama, more particularly described in <u>Schedule 1</u> attached hereto and incorporated herein by this reference (the "<u>Land</u>").
- 2. <u>Improvements</u>. All right, title and interest of Debtor in, to, under or derived from all buildings, structures, facilities and other improvements of every kind and description now or hereafter located on the Land or attached to the improvements which by the nature of their location thereon or attachment thereto are real property under applicable law (the foregoing being collectively the "<u>Improvements</u>"; and the Land with the Improvements thereon and Equipment therein and Appurtenant Rights thereto being collectively called the "<u>Property</u>").
- 3. Equipment. All estate, right, title and interest of Debtor in, to, under or derived from all machinery, equipment, fixtures and accessions thereof and renewals, replacements thereof and substitutions therefor and all other customary franchise fast food restaurant equipment and other tangible property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land or usable exclusively in connection with the present or future operation and occupancy of the Land or the Improvements (hereinafter collectively called the "Equipment").
- 4. <u>Inventory</u>. All estate, right, title and interest of Debtor in and to all inventory held or maintained at the Unit or otherwise used in the ownership or operation of the Unit (including, without limitation, (i) all food and paper inventory and all other raw materials, work in process and finished goods and (ii) all such goods which are returned to or repossessed by Debtor), together with all additions and accessions thereto, replacements therefor, products thereof and documents therefor (collectively, the "<u>Inventory</u>");
- 5. Appurtenant Rights. All estate, right, title and interest of Debtor in, to, under or derived from all tenements, hereditaments, riparian rights and appurtenances now or hereafter relating to the Property; all development, operating or similar rights appurtenant to the Land (including, without limitation, all rights arising from reciprocal access agreements, use or development agreements, and parking agreements); and all easements, licenses and rights of way now or hereafter appertaining to the Property (hereinafter collectively called "Appurtenant Rights").
- 6. Payment Rights and Agreements. All estate, right, title and interest of Debtor in, to, under or derived from all contract rights, chattel paper, instruments, general intangibles, accounts, guaranties and warranties, letters of credit, and documents, in each case relating to the Property or to the present or future operation or occupancy of the Property, and all plans, specifications, maps, surveys, studies, books of account, records, files, insurance policies, guarantees and warranties, all relating to the Property or to the present or future operation or occupancy of the Property, all management contracts, all supply and service contracts for water, sanitary and storm sewer, drainage, electricity, steam, gas, telephone and other utilities relating to the Property (the foregoing being



herein collectively called the "Agreements") and all other agreements affecting or relating to the use, enjoyment or occupancy of the Land or the Equipment.

- 7. General Intangibles and Contract Rights. All other general intangibles and contract rights of Debtor not otherwise described above acquired, held, used, sold or consumed in connection with the Unit or relating to or arising out of the Unit (including, without limitation, all of Debtor's estate, right, title and interest in and to (i) customer and supplier lists and contracts, books and records, computer programs and other intellectual property, insurance policies, tax refunds, contracts for the purchase of real or personal property, (ii) all patents, copyrights, trademarks, tradenames and service marks, (iii) to the extent permitted by the terms thereof, all licenses to use, applications for, and other rights to, such patents, copyrights, trademarks, tradenames and service marks, (iv) all goodwill of Debtor, (v) to the extent permitted by the Franchise Agreement or Franchisor, the Franchise Agreement and any rights thereunder, including the right to receive payments, and (vi) to the extent permitted by the terms thereof, any other agreement between Debtor and Franchisor);
- 8. <u>Leases</u>. All estate, right, title and interest of Debtor in, to, under and derived from any lease, tenancy, subtenancy, license, concession or other occupancy agreement relating to the property (together with all amendments, <u>supplements</u>, consolidations, replacements, restatements, extensions, renewals and other modifications of any thereof) (the "<u>Leases</u>") now or hereafter in effect, whether or not of record; and the right to bring actions and proceedings under the Leases or for the enforcement thereof and to do anything which Debtor or any lessor is or may become entitled to do under the Leases.
- 9. Rents, Issues and Profits. All estate, right, title and interest of Debtor in, to, under or derived from all rents, royalties, issues, profits, receipts, revenue, income, earnings and other benefits now or hereafter accruing with respect to all or any portion of the Property, including, without limitation, all rents and other sums now or hereafter payable pursuant to the Leases; and all other claims, rights and remedies now or hereafter belonging or accruing with respect to the Property, including, without limitation, oil, gas and mineral royalties (herein collectively called the "Rents"), all of which Debtor hereby irrevocably directs be paid to Secured Party, subject to the license granted to Debtor pursuant to the Deed of Trust, to be held, applied and disbursed as provided in the Leasehold Mortgage.
- 10. <u>Permits</u>. All estate, right, title and interest of Debtor in, to, under or derived from all licenses, certificates, variances, consents, approvals and other permits now or hereafter pertaining to the Property and all estate, right, title and interest of Debtor in, to, under or derived from all tradenames or business names relating to the Property or the present or future operation or occupancy of the Property (herein collectively called the "<u>Permits</u>"), excluding, however, any Permits which cannot be transferred or encumbered by Debtor without causing a default thereunder or a termination thereof.
- 11. <u>Proceeds and Awards</u>. All estate, right, title and interest of Debtor in, to, under or derived from all proceeds of any sale, <u>transfer</u>, taking by Condemnation (or any proceeding or purchase in lieu thereof), whether voluntary or involuntary, of any of the subject Property described above, including, without limitation, all Insurance Proceeds and awards and title insurance proceeds now or hereafter relating to any of the subject Property, all of which Debtor hereby irrevocably directs be paid to Secured Party to the extent provided hereunder, to be held, applied and disbursed as provided in the Leasehold Mortgage.

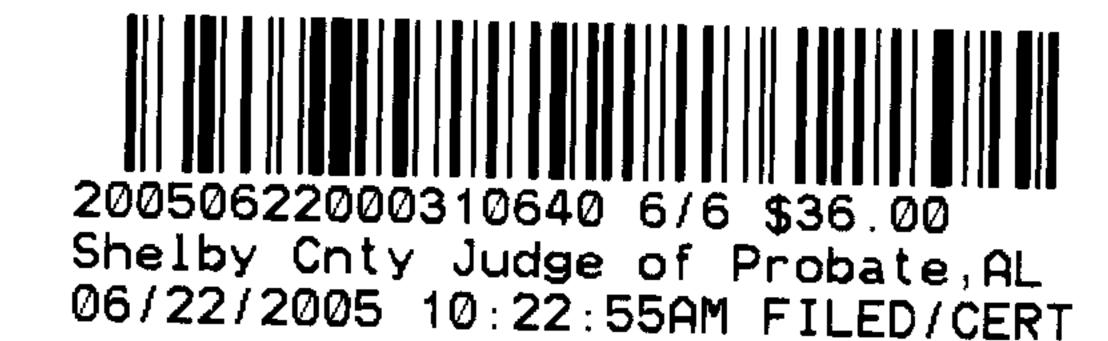


Exhibit A 04-000356

Part of the Southeast quarter of the Southeast quarter of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:

Commence at the Southeast corner of said Southeast quarter of Southeast quarter and run North along the East line of same 1086.16 feet to a point on a curve on the Southwesterly right of way of U.S. Highway No. 280 said curve having a radius of 3474.05 feet and a central angle of 5° 31' 42"; thence left 66° 13' 41" to the tangent of said point on curve and run Northwesterly along said right of way and arc of said curve 335.20 feet to the point of tangent; thence continue tangent of right of way in a Northwesterly direction 455.55 feet to the point of beginning of herein described Out Parcel A; thence left 90° 00' and run Southwesterly 226.00 feet; thence right 45° 00' and run Southwesterly 21.21 feet; thence right 45° 00' and run Northwesterly 227.27 feet to a point on curve on the Southeasterly right of way of Shelby County Highway No. 17 (Valleydale Road) said curve having a radius of 1487.42 feet and a central angle of 1° 25' 21"; thence right 91° 22' 26" to the tangent of said point on curve and run Northeasterly along said right of way and arc of said curve 36.93 feet to the point of tangent; thence continue Northeasterly along said tangent of right of way 200.21 feet to a point on the Southwesterly right of way of said U.S. Highway No. 280; thence right 86° 52' 20" and run Southeasterly along said right of way 69.95 feet to an angle point of said right of way; thence right 3° 10' 15" and continue Southeasterly along said right of way 172.15 feet to the point of beginning.