

This instrument prepared by:
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Johnston Barton Proctor & Powell LLP
2900 AmSouth/Harbert Plaza
1901 6th Avenue North
Birmingham, Alabama 35203
(205) 458-9400

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

LESSEE SECURITY AGREEMENT

THIS LESSEE SECURITY AGREEMENT (this "Agreement") is made by and between **BBCM RESTAURANT GROUP, LLC**, an Alabama limited liability company (the "Lessee"), whose address is 1806 6th Avenue South, Irondale, Alabama, Alabama 35210, and **FIRST COMMERCIAL BANK**, an Alabama state banking corporation (the "Lender") whose address is 800 Shades Creek Parkway, Birmingham, Alabama 35209.

WITNESSETH:

WHEREAS, BBCM Real Estate, LLC, an Alabama limited liability company (the "Borrower"), an affiliate of Lessee, has become justly indebted to Lender in the aggregate principal amount of \$1,168,000.00 pursuant to that certain Loan Agreement by and between Lender and Borrower of even date herewith (the "Loan Agreement", capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Loan Agreement), as evidenced by those certain Promissory Notes of even date herewith payable by Borrower to Lender (collectively, the "Note");

WHEREAS, Borrower and Lessee are entering that certain Lease Agreement of even date herewith (as the same may be amended or modified, the "Lease"), with respect to certain real property and improvements located in the City of Calera, Shelby County, Alabama, as more particularly described in Exhibit A attached hereto and incorporated herein (the "Property");

WHEREAS, as a condition of making the Loan to Borrower, Lender requires Lessee to grant a security interest in favor of Lender, as further described herein; and

WHEREAS, Lessee is entering into this Agreement in order to secure the payment of all obligations and liabilities of Borrower under the Loan Agreement, the Note, the other Loan Documents and any and all other additional indebtedness, now existing or hereafter arising, whether joint or several, in favor of Lender (collectively, the "Obligations").

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the nature and adequacy of which Lessee and Lender acknowledge as sufficient

and proper to make this Agreement binding, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Meaning of terms used herein:

(a) "Equipment" means all furniture, fixtures and equipment located on, attached to or used or useful in connection with the Property that is owned by either Borrower or Lessee, including, but not limited to, tables, chairs, booths, televisions, carpeting, telephones, cash registers, computers, lamps, glassware, flatware and restaurant and kitchen equipment; provided, however, that with respect to any items which are leased and not owned, the Equipment shall include the leasehold interest only together with any options to purchase any of said items and any additional or greater rights with respect to such items hereafter acquired (but nothing herein shall permit the leasing of any Equipment except as otherwise expressly permitted herein unless Lender's express written consent is first obtained).

(b) "Inventory" means all inventory from time to time used on the Property, including, but not limited to, food, beverages, other comestibles, soap, paper supplies and all other such goods, wares and merchandise held for sale to or for consumption or use by guests of the Property, including all such goods that are returned or repossessed.

(c) "Obligations" means the Note and all obligations and liabilities of the Borrower to the Lender (primary, secondary, direct, contingent, sole, joint or several) now or at any time due, or to become due under the terms of the Loan Agreement, the Note, the Loan Documents and any amendments, extensions or renewals thereof.

(d) "Proceeds" means all proceeds (whether cash or non-cash, moveable or immoveable, tangible or intangible), including proceeds of insurance and condemnation, from the sale, exchange, transfer, collection, loss, damage, disposition, substitution or replacement of any of the Collateral.

(c) "Security Interest" means an interest in tangible or intangible property that secures payment or performance of an obligation or payment of a liability.

(d) "Uniform Commercial Code" means the Alabama Uniform Commercial Code.

2. Lender is lending certain sums to Borrower pursuant to the terms of the Loan Agreement. To induce the Loan, Lessee hereby grants to Lender to secure all of Borrower's Obligations under the Loan Agreement and the Note an assignment of and a Security Interest under the Uniform Commercial Code in all of Lessee's right, title and interest in and to the following (the "Collateral"):

(a) all Equipment;

(b) all Inventory; and

(c) all Proceeds from Equipment and/or Inventory.

3. Upon an Event of Default, as such term is defined in the Loan Agreement, Lender is hereby expressly authorized and empowered to, in its sole and absolute option and election, take any one or more of the actions or remedies set forth in Section 6.2 of the Loan Agreement in order to enable it to realize upon the Collateral, but Lender shall under no circumstances be under any duty whatsoever to take any of such actions or remedies.

4. Lessee warrants that the Security Interest in the Collateral herein granted constitutes a valid and perfected first security interest in the Collateral, subject to no prior or superior lien, security interest or other encumbrance of any kind whatsoever in respect of any of the Collateral (other than purchase money security interests, liens related to trade credit, and standard terms of vendors' sales related to new (not replacement) Equipment), including any after acquired Collateral.

5. Lessee hereby expressly affirms and adopts each and every financial or other covenant in the Loan Agreement and expressly warrants to Lender that those covenants apply to Lessee. Lessee hereby further expressly affirms and adopts each and every representation and warranty contained in the Loan Agreement and expressly affirms to Lender that those representations and warranties apply and will continue to apply to Lessee.

6. So long as any Obligation to Lender is outstanding, Lessee will not, without the express prior written consent of Lender, pledge or grant any security interest in the Collateral to anyone except Lender, or permit any lien, security interest, attachment, claim or other encumbrance to attach to the Collateral or permit any levy to be made thereon, or any financing statement (except Lender's statement) to be on file with respect thereto other than purchase money security interests, liens related to trade credit, and standard terms of vendors' sales related to new (not replacement) Equipment.

7. Lessee warrants that (to the extent permitted by law) it has, and at all times hereinafter will have, full power and lawful authority, corporate and other, to pledge, assign, transfer and grant a security interest in the Collateral in the manner and form herein done and intended, except as disclosed in writing to Lender.

8. Lessee represents that all of its books and records concerning all of its accounts have their situs in an office located at 1806 6th Avenue South, Irondale, Alabama, Alabama 35210. Lessee will immediately advise Lender in writing of the opening of any new place of business or of any change in the location of a place where Lessee's books and records concerning the Collateral are kept.

9. Unless Lender notifies Lessee in writing that it waives any one or more of the following requirements, during the term of the Loan Agreement Lessee will:

(a) comply with all of the terms and provisions of the Loan Agreement of even date herewith;

(b) keep accurate and complete records of the Collateral and promptly advise Lender of any substantial change in the Collateral and of any occurrence or event which would have a material adverse effect on the value of the Collateral;

(c) pay and discharge when due all taxes, levies and other charges on the Collateral, except that Lessee may defer payment pending the bona fide contest of any claim unless Lender shall be of the opinion that by such action the property of Lessee, or any part thereof shall be materially endangered or shall be subject to loss or forfeiture, in which event any such payment then due shall not be deferred;

(d) keep the Collateral insured for the benefit of Lender in such amounts, in such companies, and against such risks as may be reasonably satisfactory to Lender, pay the cost of all such insurance, and deliver certificates evidencing such insurance to Lender; and

(e) join with Lender in executing financing statements, continuation statements, notices, affidavits, or similar instruments in form satisfactory to Lender and such other instruments as Lender may from time to time request and pay the cost of filing the same in any public office deemed advisable by Lender.

10. Lessee shall promptly notify Lender of any material claim, lien, security interest or other encumbrance made or asserted against any of the Collateral or any suit, action or proceeding affecting any Collateral which may adversely affect the Security Interest granted under this Agreement, and Lessee shall, at its sole expense, defend the Collateral against any and all claims, liens, security interests or other encumbrances and any such suit, action or proceeding.

11. If at any time any warranty, representation, certificate or statement made to Lender by Lessee is not true, or if any Event of Default shall occur or if Lessee shall fail to observe or perform any term hereof and failure to observe or perform shall continue for a period of thirty (30) days after receipt of notice thereof from the Lender, or such longer period as may be reasonably necessary to cure such failure so long as Lessee is diligently pursuing such cure), all Obligations of Lessee shall, at the election of Lender, immediately become due and payable, and Lender may at any time thereafter in addition to any other rights and remedies which it may have, immediately and without demand, exercise any and all of the rights and remedies granted to a secured party upon default under the Uniform Commercial Code. If in any event of the sale, lease or other disposition of the Collateral the proceeds thereof are insufficient to pay all amounts to which Lender is legally entitled, Lessee will be liable for the deficiency, together with interest thereon, and the reasonable fees of any attorneys employed by Lender to collect such deficiency. To the extent permitted by applicable law, Lessee waives all claims, damages and demands against Lender arising out of the repossession, removal, retention or sale of the Collateral.

12. Lessee waives protest, notice of nonpayment at maturity and except where required hereby, notice of action taken by Lender; and hereby ratifies and confirms whatever Lender may lawfully do in accordance with the terms hereof.



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Shelby Cnty Judge of Probate, AL
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13. The provisions of this Agreement shall be in addition to those of the Loan Agreement, any note or evidence of liability of Borrower held by Lender or any assignment, pledge or guaranty, all of which shall be construed as one instrument. To the extent that any of the terms hereof are in conflict with any of the terms of the Loan Agreement, the terms of the Loan Agreement shall control.

14. The rights and duties of all parties to this Agreement shall be governed by the laws of the State of Alabama, particularly the Uniform Commercial Code.

15. This Agreement is binding upon all heirs, successors, assigns, transferees, receivers and trustees of each party hereto.

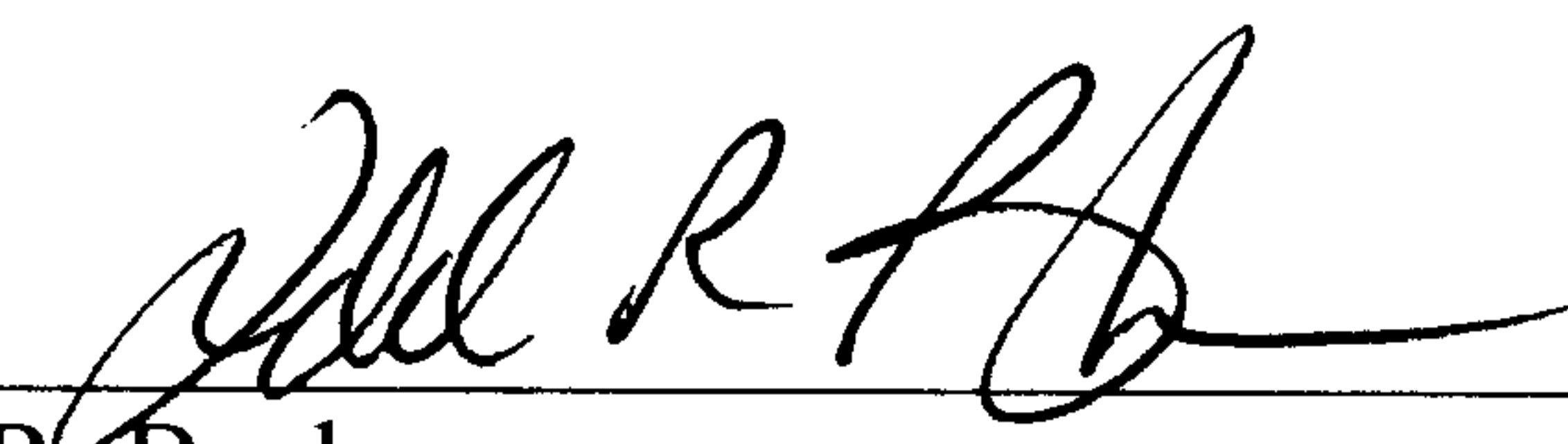
[SIGNATURES ON FOLLOWING PAGE]

[Signature Page to Lessee Security Agreement]

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed by its duly authorized officers as of the 5 day of June, 2006.

LESSEE:

BBCM RESTAURANT GROUP, LLC, an Alabama limited liability company

By: 
Todd R. Becker
Its: Manager

LENDER:

FIRST COMMERCIAL BANK, an Alabama state banking corporation

By: 
Warren Giardina
Its: Commercial Loan Officer

[NOTARY BLOCKS ON FOLLOWING PAGE]

[Signature Page to Lessee Security Agreement]

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Shelby Cnty Judge of Probate, AL
06/07/2006 08:26:02AM FILED/CERT

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Todd R. Becker, whose name as Manager of BBCM Restaurant Group, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal, this 5 day of June, 2006.

BTW
Notary Public

My Commission Expires: _____

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that J. Warren Giardina, whose name as Commercial Loan Officer of First Commercial Bank, an Alabama state banking corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said state banking corporation on the day the same bears date.

Given under my hand and official seal, this 5 day of June, 2006.

BTW
Notary Public

My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION

A tract of land situated in the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 4, Township 22 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 4, Township 22 South, Range 2 West; thence North along the East line of said $\frac{1}{4}$ $\frac{1}{4}$ section 143.75 feet; thence 88 degrees 25 minutes 30 seconds left 618.37 feet to a railroad spike found; thence 0 degrees 54 minutes 45 seconds left 31.01 feet to a point; thence 91 degrees 15 minutes 25 seconds right 29.88 feet to an iron pin found; said iron pin lying on the North margin of a paved road and being the Southeast corner of "Alabama Plastics" property; thence 91 degrees 15 minutes 25 seconds left along the South line of the "Alabama Plastics" property and the North margin of said paved road 417.55 feet to an iron pin found being the Southwest corner of "Alabama Plastics" property; thence continue along last mentioned course and the North margin of said paved road 150.00 feet to a point; thence 01 degrees 21 minutes 08 seconds right, continue along the North margin of said paved road 310.74 feet to a point on the Eastern right of way of U. S. Highway 31; thence 53 degrees 17 minutes 03 seconds right, along and with said right of way 3.09 feet to an existing concrete monument; thence 21 degrees 49 minutes 31 seconds right, along and with said right of way 946.98 feet to the Point of Beginning; thence continue along the last mentioned course and the Eastern right of way of U. S. Highway 31, 206.95 feet to a point; thence 104 degrees 53 minutes 26 seconds right 244.39 feet to a point; thence 90 degrees 00 minutes 00 seconds right 200.00 feet to a point; thence 90 degrees 00 minutes 00 seconds right 191.21 feet to the Point Of Beginning forming a closing interior angle of 104 degrees 53 minutes 26 seconds, being situated in Shelby County, Alabama.