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UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Corporation Service Company 1-800-858-5294	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) 73173990 - 330860 Corporation Service Company 801 Adlai Stevenson Drive Springfield, IL 62703 L Filed In: Alabama Shelby	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 20100825000273710 08/25/2010		1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. <input checked="" type="checkbox"/>			
2. <input checked="" type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.					
3. <input type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.					
4. <input type="checkbox"/> ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.					
5. AMENDMENT (PARTY INFORMATION): This Amendment affects <input type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record. Check only <u>one</u> of these two boxes. Also check <u>one</u> of the following three boxes and provide appropriate information in items 6 and/or 7. <input type="checkbox"/> CHANGE name and/or address. Please refer to the detailed instructions in regards to changing the name/address of a party. <input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b. <input type="checkbox"/> ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).					
6. CURRENT RECORD INFORMATION:					
6a. ORGANIZATION'S NAME TREADWELL RESTAURANTS OF AL, LLC					
OR					
6b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
7. CHANGED (NEW) OR ADDED INFORMATION:					
7a. ORGANIZATION'S NAME REGIONS FINANCIAL CORPORATION, AS ADMINISTRATIVE AGENT					
OR					
7b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
7c. MAILING ADDRESS 8182 MARYLAND AVENUE SUITE 1100		CITY ST. LOUIS	STATE MO	POSTAL CODE 63105	COUNTRY USA
7d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any	<input checked="" type="checkbox"/> NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

Those items described on Exhibit "A" now or hereafter attached to, located in or used in connection with the real property described in Schedule "1" attached hereto.

Property Location: 630 Cahaba Valley Road, Pelham, Shelby County, Alabama 35124

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here <input type="checkbox"/> and enter name of DEBTOR authorizing this Amendment.				
9a. ORGANIZATION'S NAME REGIONS BANK				
OR				
9b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
10. OPTIONAL FILER REFERENCE DATA Debtor: TREADWELL RESTAURANTS OF AL, LLC				
73173990				

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EXHIBIT A
UCC-1 FINANCING STATEMENT

Treadwell Restaurants of AL, LLC, a Missouri 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.

Inventory

All inventory and supplies of whatsoever nature and kind (including, without limitation, (i) all food and paper inventory, supplies and all other raw materials, components, work in process, finished goods, goods in transit and packing and shipping materials, and (ii) all goods that are returned to or repossessed by Debtor), together with all additions and accessions thereto, replacements therefor, products thereof and documents therefor (collectively, the "Inventory");

Accounts

All accounts, accounts receivable, bank accounts, deposit accounts, letter of credit rights (whether or not the letter of credit is evidenced by a writing) and other rights to payment of money for goods and real property sold or leased or for services rendered, expressly including, without limitation, the provision of services, whether or not earned by performance, including, without limitation, all agreements with and sums due from customers and other Persons, and all books and records recording, evidencing or relating to such rights or any part thereof (collectively, the "Accounts");

Equipment

All machinery, equipment and supplies not included in Inventory above (including, without limitation, food storage and preparation equipment, registers, communications equipment, and replacements therefor), together with all additions and accessions thereto (collectively, the "Equipment") but specifically excluding certain so-called "Grilled Chicken Ovens" leased by Debtor pursuant to a capital lease with National Franchise A ("NFA");

Licenses

All franchises, licenses, permits and operating rights granted to or held by the Debtor (collectively, the "Licenses");

Contracts and Leases

All of the following: (a) (i) contracts and agreements for the purchase of real and personal property, easements and rights of way, (ii) customer, management and supplier

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contracts and agreements, (iii) Material Contracts and any rights thereunder, including the right to receive payments, (iv) security agreements, guarantees and other agreements evidencing, securing or otherwise relating to the Accounts or other rights to receive payment, (v) hedge agreements, and (vi) other agreements to which Debtor is a party, whether now existing or hereafter arising (collectively, the "Contracts"); (b) lease agreements for real or personal property to which the Debtor is a party, whether now existing or hereafter arising (collectively, the "Leases"); and (c) all other contracts and contractual rights, indemnification rights, and other remedies or provisions now existing or hereafter arising in favor of the Debtor (collectively, the "Other Contracts");

General Intangibles

All general intangibles including personal property not included above, including, without limitation, (i) customer and supplier lists, books and records, computer programs and other intellectual property rights, insurance policies, tax refunds, (ii) all goodwill, trademarks, trademark applications, trade names, trade secrets, patents, copyrights, formulas, industrial designs, software, other intellectual property or rights therein, whether under license or otherwise, all rights to receive payment on property upon or in connection with any transfer of any License, and (iii) all payment intangibles (collectively, the "Intangibles");

Furniture and Fixtures

All furniture and fixtures (including all tables, seating, signage, decorations and other furniture and fixtures), together with all additions and accessions thereto and replacements therefor (collectively, the "Furniture and Fixtures");

Miscellaneous Items

All of the following: goods, chattel paper (whether tangible or electronic), documents, instruments (including promissory notes), supplies, choses in action, commercial tort claims, (including, without limitation, payments received with respect to termination, arbitration or litigation under any Contract), money, deposits, certificates of deposit, stock or share certificates, certificated and uncertificated securities and all other investment property, supporting obligations, URL's, domain names and licenses, and all other property and assets of whatever type or description not included above (collectively, the "Miscellaneous Items"); and

Cash

All of Debtor's cash, money, certificates of deposit, financial assets or other assets of Debtor that now or hereafter come into the possession, custody, or control of any Secured Party.

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Proceeds

All proceeds and products of any of the above, and all proceeds of any loss of, damage to or destruction of the above, whether insured or not insured, and all other proceeds of any sale, lease or other disposition of any property or interest therein referred to above, together with all proceeds of any policies of insurance covering any or all of the above, the proceeds of any award in condemnation with respect to any of the property, any rebates or refunds, whether for taxes or otherwise, and together with all proceeds of any such proceeds (collectively, the "Proceeds").

The Inventory, Accounts, Equipment, Licenses, Contracts, Leases, Other Contracts, Intangibles, Furniture and Fixtures, Miscellaneous Items, and Proceeds, as described above, are hereinafter collectively referred to as the "Collateral."

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**SCHEDULE 1
LEGAL DESCRIPTION**

(See attached)

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2730C-09 – Store 19

A parcel of land lying in the Southeast quarter of section 31, Township 19 south, range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the southwest corner of the Southeast quarter of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama; thence Easterly along the South line of said Quarter Section 1,826.71 feet to a point; thence turn a right interior angle of 57°00'07" and run northwesterly 1,620.77 feet to a point on the Southeast right of way line of Alabama Highway #119, being 100 feet southeasterly of the centerline of said highway; thence turn a left interior angle of 88°41'21" and run northeasterly and parallel to said highway centerline 253.07 feet to a point that is 100 feet southeasterly of and at right angles to the centerline of said highway at station 37+00; thence turn a left interior angle of 165°57'50" and run northeasterly 103.08 feet to a point which is 125 feet southeasterly of and at right angles to the centerline of said Highway at Station 38+00; thence turn a left interior, angle of 194°02'10" and run Northeasterly and parallel to said Highway centerline 200 feet to the point of beginning; said point is 125 feet southeasterly and parallel to centerline of said Highway; thence continue along last stated course parallel to said Highway centerline 200 feet to a point that is 125 feet southeasterly of and at right angles to the centerline of said Highway at station 42+00 thence turn a left interior angle of 117°13'27" and run southeasterly 153.02 feet to a point (concrete monument) that is 550 feet southwesterly of and at right angles to the centerline of project no.1-65- 2-(37) at station 265+00; thence turn a left interior angle of 168°33'25" and run southeasterly along Highway right of way 198.49 feet to a Point (concrete monument); thence turn a left interior angle of 167°53'47" and run southeasterly 60.22 feet to a point; thence turn a left interior angle of 86°19'21" and leaving the highway right of way run southwesterly 327.83 feet to a point; thence turn a left interior angle of 90°00'00" and run northwesterly 387.21 feet to the point of beginning;

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UCC Financing Statement (recorded on August 25, 2010, as Instrument No. 20100825000273710 in the records of Shelby County, Alabama)

To be inserted in the following closing binder:

- Redwell 25, Tab 1

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