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LICC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY	1		
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			
Filed In: Alabam	<u>-</u>	ACE IS FOR FILING OFFICE U	USE ONLY
1a. INITIAL FINANCING STATEMENT FILE#	I THE ABOVE OF	1b. This FINANCING STATEM	
20100825000273710 08/25/2010		to be filed [for record] (or record) REAL ESTATE RECORDS	recorded) in the S.
2. X TERMINATION: Effectiveness of the Financing Statement identified above is	terminated with respect to security interest(s) of the		
3. CONTINUATION: Effectiveness of the Financing Statement identified above continued for the additional period provided by applicable law.			
4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and a	ddress of assignee in item 7c; and also give name o	of assignor in item 9.	
5. AMENDMENT (PARTY INFORMATION): This Amendment affects Det		· · · · · · · · · · · · · · · · · · ·	
Also check one of the following three boxes and provide appropriate information in it	ems 6 and/or 7.		
CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party.	DELETE name: Give record name to be deleted in item 6a or 6b.	ADD name: Complete item 7a also complete items 7e-7g (if a)	or 7b, and also item 7c; pplicable).
6. CURRENT RECORD INFORMATION:			
6a. ORGANIZATION'S NAME TREADWELL RESTAURANTS	S OF AL, LLC		
OR 6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
7. CHANGED (NEW) OR ADDED INFORMATION:			1
7a. ORGANIZATION'S NAME REGIONS FINANCIAL CORPO	ORATION, AS ADMINISTRATIV	/E AGENT	
7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
			<u></u>
7c. MAILING ADDRESS 8182 MARYLAND AVENUE SUITE	CITY	MO 63105	COUNTRY
1100	ST. LOUIS		
7d. SEE INSTRUCTIONS ADD'L INFO RE 7e. TYPE OF ORGANIZATION ORGANIZATION DEBTOR	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if a	any NON
8. AMENDMENT (COLLATERAL CHANGE): check only one box.			
Describe collateral deleted or added, or give entire restated collatera	al description, or describe collateral assigned	-	
Those items described on Exhibit "A" now or hereafter attached to	o, located in or used in connection with t	he real property described i	in Schedule "1"
attached hereto.			
Property Location: 630 Cahaba Valley Road, Pelham, Shelby Co	unty, Alabama 35124		
	- CONTRACTOR OF THE PROPERTY O		
9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AME			
adds collateral or adds the authorizing Debtor, or if this is a Termination authorized	by a Debtor, check here and enter name of DE	——————————————————————————————————————	<u>-</u>
9a. ORGANIZATION'S NAME REGIONS BANK			
OR 96. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
BD. INDIVIDUAL S LAST NAME		THE PACIFIC	
		<u>,</u>	
10. OPTIONAL FILER REFERENCE DATA Debtor: TREADWELL RES	STAURANTS OF AL, LLC		73173990

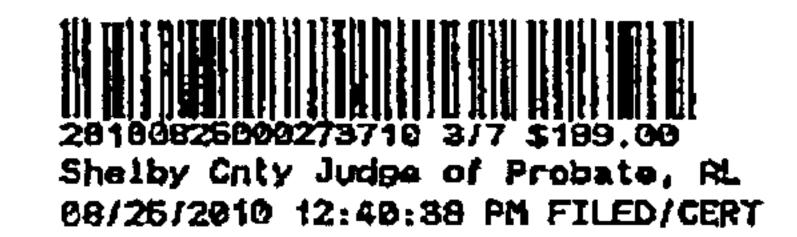


EXHIBIT A UCC-1 FINANCING STATEMENT

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");

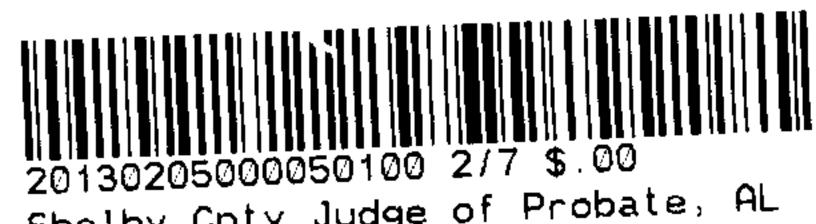
Licenses

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

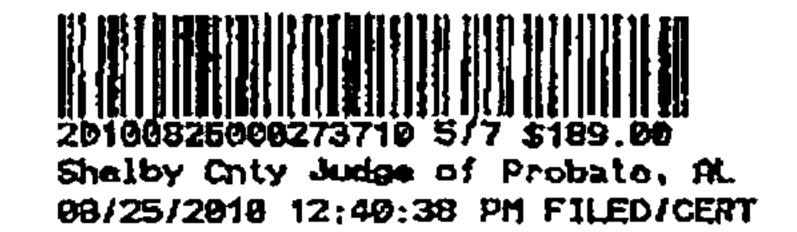
Cash

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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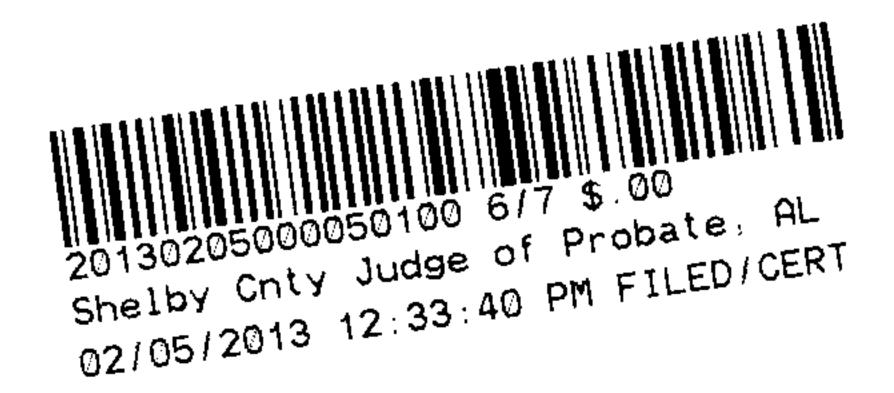
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2730C-09 - Store 19

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 comer 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

