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DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)	
Phone (800) 331-3282 Fax (818) 662-4141	
B. SEND ACKNOWLEDGEMENT TO: (Name and Mailing Address) 350947 BANK OF AMERI	
UCC Direct Services P.O. Box 29071 Glendale, CA 91209-9071	10008590 MSMS

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
Bk 1516 Pg 288 06/10/02 CC MS DeSoto

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. **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. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT** (full or partial): Give name of assignee in item 7a or 7b and address of assignee in 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. **DELETE** name: Give record name to be deleted in item 6a or 6b. **ADD** name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable)

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME Fleet Business Credit, LLC				
OR	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME BANK OF AMERICA, NA AS SUCCESSOR BY MERGER OR ACQUISITION TO FLEET BUSINESS CREDIT, LLC				
OR	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7c. MAILING ADDRESS P.O. Box 40329 FL9-100-01-06		CITY Jacksonville	STATE FL	POSTAL CODE 32203-0329	COUNTY
7d. SEE INSTRUCTION	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any <input 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.

Accounts receivable, contract rights, general intangibles, inventory, trade, store and other fixtures and all supplies, equipment and other tangible personal property and leasehold improvements, all as more fully described on Schedule X attached hereto, and any of the foregoing which is or might become fixtures on the real estate described on Schedule Y attached hereto.

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 and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME Fleet Business Credit, LLC				
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. OPTIONAL FILER REFERENCE DATA

10008590 Debtor Name: Valenti Mid-South Management, LLC 31-3948661/42/768 KSA SB SE 075 0003801

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

Prepared by UCC Direct Services, P.O. Box 29071
Glendale, CA 91209-9071 Tel (800) 331-3282



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**ATTACHMENT TO
UCC FINANCING STATEMENT**

PARTIES

DESCRIPTION OF COLLATERAL

DEBTORS:

Valenti Mid-South Management, L.L.C.
3450 Buschwood Park Drive, Suite 195
Tampa, Florida 33618

Valenti Mid-South Realty, L.L.C.
3450 Buschwood Park Drive, Suite 195
Tampa, Florida 33618

SECURED PARTY:

Fleet Business Credit, LLC
One North Wacker Drive
Chicago, Illinois 60060
Attn: Franchise Finance Division

All of Debtor's right, title and interest in and to the following, whether now owned by Debtor, existing, hereafter acquired or arising, or in which Debtor now or hereafter has any rights, and wherever located (all capitalized terms set forth herein shall have the meaning set forth in that certain Loan and Security Agreement).

a) accounts, documents, instruments, goods, deposit accounts, letter of credit rights (whether or not the letter of credit is evidenced by a writing), commercial tort claims, securities and all other investment property, accounts receivable, chattel paper (whether tangible or electronic), supporting obligations, any other contract or other rights to the payment of money, insurance claims, contract rights (including, without limitation, any construction, architect or engineer agreements executed in connection with the Project Location) and general intangibles (including all payment intangibles) of Debtor, in each case relating to the Business (including, without limitation, all licenses) but excluding the Franchise Agreement;

b) all plans, specifications, models, tests, drawings, reports, studies and other work product arising or prepared in connection with the Project Location;

c) all inventory of foods, beverages and other merchandise held for sale by Debtor for use in connection with the Business;

d) all trade, store and other fixtures and all leasehold improvements and all equipment and other personal property of Debtor used or useful in the operation of the Business; and any leasehold of the premises located at the Project Location;

e) all right, title and interest of Debtor as lessee under all equipment and fixture leases, including, without limitation, the right to use and purchase the equipment and fixtures leased thereby and to extend the term of such leases, for equipment or fixtures located at the Project Location,

f) all of Debtor's right, title and interest in and to the fee and leasehold estates comprising the Project Location, subject only to real estate taxes not currently due and payable, and the following, but only to the extent that the following do not interfere with the construction, use and occupancy of the Project Location and the Business: covenants, conditions and restrictions of record; zoning; and utility easements;

g) all sums deposited by Debtor with Lender including, without limitation, all Balancing Payments;

h) all books and records relating to the Business (including, without limitation, Debtor's customer lists, credit files, computer programs and other computer materials and records); and

i) all accessions to, substitutions for and all replacements, products and proceeds of the items listed above, including, without limitation, proceeds of condemnation and insurance policies insuring any of the items listed above.

As used in this Financing Statement, the following terms shall have the following meanings:

"Business": The operation by Debtor of a Wendy's Old Fashioned Hamburgers Restaurant at the Project Location.

"Franchise Agreement": Collectively, all franchise agreements by and between Borrower and Wendy's International, Inc. ("Franchisor") for all Project Location(s).

"Loan and Security Agreement": The Loan and Security Agreement dated May 16, 2002 by and among Debtors and the Secured Party, as it may be amended, modified or supplemented from time to time.

"Project Location": 415 East Goodman Road, Southaven, Mississippi 38671.

LOCATION OF COLLATERAL/PROJECT LOCATION
(IF FIXTURE FILING)

DESCRIPTION OF REAL PROPERTY:

Common Name Description: 415 East Goodman Road, Southaven, Mississippi 38671.

The names of the record owner(s) is: Valenti Mid-South Realty, L.L.C.

Legal Description: See Exhibit A attached hereto and made an integral part hereof.

EXHIBIT A

LEGAL DESCRIPTION

Lot 3, Driver Commercial Subdivision, in Section 31, Township 1 South, Range 7 West, City of Southaven, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 74, Page 16, in the office of the Chancery Clerk of DeSoto County, Mississippi.