STANDARD I	FORM UNIFORM COMMERCIAL CODE 1 PARTIAL RELEASE, ASSIGNMENT, ETC F	ORM UCC-3
WITRUCTIONS: 1. PIERSE TYPE the larm. Fadd only plang perfection for malic. 2. Remove Served Party and Debter cases, and send when 2 or 3. Endows lines feel(), and fill in misjonal forecting Statement 4. If the states provided fee any entity on the form a unadeque to the states and the send of the secopes of form UCC-2. 5. If content is compare a goods which are at the lab become had 6. As the time of films, liting efficer will return third Copy to an	the with intrigered carbon paper to the Fling affices. The most and date filed. If a fire semi, while be continued on padeonal sheet, preferably 3" X 8" or 8" 3 10". On long schedules of collected, etc., may be on any use paper that in convenient for the second.	y are cary of with additional sheen would be proported early indicate the number of additional sheet another
This STATEMENT is presented to a filing officer for filing	ng pursuant to the Uniform Commercial Code:	3. Maturity date (if any):
Debtor(s) (Last Name First) and address(es)	2. Secured Party(ies) and address(es)	For Filing Officer (Date, Time and Filing Office
STEAK AND ALE OF NORTH CAROLINA, INC. 12404 Park Central Drive Dallas, Texas 75251	CHEMICAL BANK, as Collateral Agent 277 Park Avenue	
	New York, New York 10172	187234
4. This statement refers to original Financing Statement bed Filed with Forayth Co., NC	Days 6:led 8-2	FILED L.E. SPEAS REGISTER OF DEEDS FORSYTH COUNTY, NC
5. Continuation. 6. Termination. 7. Assignment. 8. Amendment. 9 Mikelease. 9 Continuation. 8. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. It still discliment to the popular described in Item 10. 9 Continuation. 10 29 AM 90 10 29 AM 90 10 29 AM 90 10 20		
Secured Party has released its secured equipment, furniture and personal profixtures (more particularly described addresses listed on Exhibit C hereto ain the financing statement indicated in	rity interest in (a) all right title and coperty (all more particularly described in Exhibit B hereto) of Debtor located f and (b) any and all collateral owned by S a Box 4 above (the "Financing Statement ateral described in the Financing Statement	in Exhibit A hereto) and rom time to time at the 6A Properties Corp. described
		No. of additional Sheets presented:
STEAK AND ALE OF NORTH CAROLINA, INC.	CHEMICAL BANK,	S Collateral Agent
Signature(s) of Debtor(s) (necessary only if Item i	is applicable). Sign	ature(s) of Secured Party(ies)
(1) Elling Officer Const. Alich J. et al.	STANDARD FORM - FORM UCC-3	,,,

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Exhibit A

All right, title and interest of Debtor in and to:

- (i) all fixtures, appliances, equipment, furniture, including without limitation, refrigerators, stoves, ranges, microwave ovens, dishwashers, sinks, cabinets, rugs, carpets, pictures, lighting fixtures, shades, electrical fixtures, furnishings and any and all other property and replacements of the foregoing in which Debtor may have an interest, now or hereafter acquired, located at the addresses listed in Exhibit C to this release (collectively "Equipment");
 - (ii) all rents, issues and profits of the Equipment;
- (iii) All awards or payments, including interest thereon, which may be made with respect to the Equipment, whether from the exercise of eminent domain (including any transfer made in lieu of the exercise of said rights), or for any other injury to or decrease in the value of the Equipment; and
 - (iv) all proceeds of any Equipment.

Exhibit B

All right, title and interest of Debtor in and to:

- (i) all leases and other agreements now or hereafter entered into affecting the use or occupancy of the land more particularly described on Exhibit D to this release and the improvements now or hereafter located thereon (collectively, the "Premises") including without limitation, the Agreement of Lease dated as of February 15, 1990 between S & A Properties Corp. as landlord and S & A Restaurant Corp. as tenant as the same may be amended from time to time;
- (ii) all equipment, machinery, fixtures, and other items of property, including, but not limited to, all components thereof, now or hereafter located in, on or used in connection with, the Premises or necessary to the operation or maintenance thereof, which are now or hereafter owned by Debtor, including, without limitation, all furnaces, boilers, heaters, electrical equipment, heating, plumbing, refrigerating, ventilating, waste, disposal, air-cooling and air-conditioning apparatus, sprinkler systems and fire and theft protection equipment and which are hereby deemed by the Debtor and Secured Party to constitute real estate under the laws of the State in which the Premises is located, together with all replacements, modifications, alterations and additions thereto (collectively, the "Fixtures");
- (iii) all awards or payments, including interest thereon, which may be made with respect to the Premises or Fixtures whether from the exercise of eminent domain (including any transfer made in lieu of the exercise of said rights) or for any other injury to or decrease in the value of the Premises or Fixtures; and
 - (iv) all proceeds of any Fixtures.

[SHERIDAN-ATTY/03]

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EXHIBIT C

North Carolina

- 7838 N. Point Blvd. Winston-Salem, NC 27106
- 799 South Stratford Winston-Salem, NC 27103