

STATE OF NEVADA

UNIFORM COMMERCIAL CODE -- FINANCING STATEMENT -- FORM UCC-1

This FINANCING STATEMENT is presented for filing pursuant to the Nevada Uniform Commercial Code Receipt No. _____

1. DEBTOR (ONE NAME ONLY) <input checked="" type="checkbox"/> LEGAL BUSINESS NAME <u>The Pet Pantry International, Inc.</u> <input type="checkbox"/> INDIVIDUAL (LAST NAME FIRST)	1A. SOCIAL SECURITY OR FEDERAL TAX NO. <u>88-0331773</u>
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1B. MAILING ADDRESS <u>1657 Highway 395, Ste. 202</u>	1C. CITY, STATE <u>Minden, Nevada</u>	1D. ZIP CODE <u>89423</u>
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1E. RESIDENCE ADDRESS	1F. CITY, STATE	1G. ZIP CODE
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2. ADDITIONAL DEBTOR (IF ANY) (ONE NAME ONLY) <input type="checkbox"/> LEGAL BUSINESS NAME <input type="checkbox"/> INDIVIDUAL (LAST NAME FIRST)	2A. SOCIAL SECURITY OR FEDERAL TAX NO.
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2B. MAILING ADDRESS	2C. CITY, STATE	2D. ZIP CODE
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2E. RESIDENCE ADDRESS	2F. CITY, STATE	2G. ZIP CODE
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3. ADDITIONAL DEBTOR(S) ON ATTACHED SHEET

4. SECURED PARTY NAME <u>CapSource Fund, L.P.</u> MAILING ADDRESS <u>800 Woodlands Parkway, Ste. 102</u> CITY <u>Ridgeland</u> STATE <u>MS</u> ZIP CODE <u>39157</u>	4A. SOCIAL SECURITY NO. FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.
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5. ASSIGNEE OF SECURED PARTY (IF ANY) NAME _____ MAILING ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____	5A. SOCIAL SECURITY NO. FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.
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6. This FINANCING STATEMENT covers the following types or items of property (if crops or timber, include description of real property on which growing or to be grown and name of record owner of such real estate; if fixtures, include description of real property to which affixed or to be affixed and name of record owner of such real estate; if oil, gas or minerals, include description of real property from which to be extracted).

The Collateral includes fixtures and should be recorded in the real estate records.
 All assets of the Debtor, including but not limited to inventory, equipment, goods, investment property, documents, instruments, chattel paper, letter of credit rights, accounts, deposit accounts, intangibles, whether now owned or hereafter acquired, together with all products proceeds thereof, and including but not limited to the property identified on the attached Schedule A.
 See attached Schedule B for the property description.

6A. _____ SIGNATURE OF RECORD OWNER 6C. \$ _____ MAXIMUM AMOUNT OF INDEBTEDNESS TO BE SECURED AT ANY ONE TIME (OPTIONAL)

6B. Paul T. Brunelle & Susan G. Brunelle, Co-Trustees of the Brunelle Family Trust
 (TYPE) RECORD OWNER OF REAL PROPERTY UDT dated February 26, 1990

7. Check if Applicable <input checked="" type="checkbox"/>	A. <input checked="" type="checkbox"/> Proceeds of collateral are also covered	B. <input checked="" type="checkbox"/> Products of collateral are also covered	C. <input type="checkbox"/> Proceeds of above described original collateral in which a security interest was perfected (Debtor's Signature Not Required)	D. <input type="checkbox"/> Collateral was brought into this State subject to security interest in another jurisdiction (Debtor's Signature Not Required)
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8. Check if Applicable DEBTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH NRS 704.205 AND 104.9403

9. The Pet Pantry International, Inc. November 16, 2000

By _____
 SIGNATURE(S) OF DEBTOR(S) (TITLE)
Don Lockman, President

By _____
 SIGNATURE(S) OF SECURED PARTY(IES) (TITLE)

10. **Return Copy to:**

<input checked="" type="checkbox"/> Jan M. Babel, Legal Assistant NAME <u>Pepper Hamilton LLP</u> ADDRESS <u>100 Renaissance Center, 36th Floor</u> CITY, STATE AND ZIP <u>Detroit, MI 48243</u>	Trust Account Number (If Applicable)
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11. This Space for Use of Filing Officer: (Date, Time, File Number and Filing Officer)

08652

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THIS SPACE FOR USE OF FILING OFFICER

SCHEDULE A - COLLATERAL DESCRIPTION

“Collateral” means all tangible and intangible property owned by Debtor or in which Debtor has an interest, whether now owned or hereafter acquired, including but not limited to Debtor’s interest now and in the future in the following types or items of property:

(1) **ACCOUNTS**, which means any “account,” as such term is presently or hereafter defined in Article 9 of the UCC, now owned or hereafter acquired by Debtor, and in any event shall include, without limitation, each of the following, whether now owned or hereafter acquired by Debtor: accounts, accounts receivable, contract rights, bills, acceptances, and other forms of obligations arising out of the sale, lease or consignment of goods or the rendition of services by Debtor; together with any property evidencing or relating to the Accounts (such as guaranties, credit insurance, Letters of Credit), any security for the Accounts, all Books and Records relating thereto.

(2) **CHATTEL PAPER**, which means any “chattel paper,” as such term is presently or hereafter defined in Article 9 of the UCC, now owned or hereafter acquired by Debtor, and in any event shall include, without limitation: all presently owned and hereafter acquired chattel paper, whether electronic or tangible, including but not limited to any writing or writings which evidence both a monetary obligation and a security interest in or a lease of specific goods.

(3) **DEPOSIT ACCOUNT**, which means any “deposit account,” as such term is presently or hereafter defined in Article 9 of the UCC, now owned or hereafter acquired by Debtor.

(4) **DOCUMENTS**, which means any “documents,” as such term is presently or hereafter defined in Article 9 of the UCC, now owned or hereafter acquired by Debtor, and in any event shall include, without limitation: all presently owned and hereafter acquired documents, including but not limited to documents of title (as that term is presently or hereafter defined in the UCC) and any and all receipts, including but not limited to receipts of the kind described in Article 7 of the UCC.

(5) **EQUIPMENT**, which means any “equipment,” as such term is presently or hereafter defined in Article 9 of the UCC, now owned or hereafter acquired by Debtor, and in any event shall include, without limitation: all presently owned and hereafter acquired equipment, whether or not affixed to realty, including, without limitation, machines, computers, trucks, trailers, goods, accessories, handling and delivery equipment, fixtures, improvements, office machines, restaurant equipment and furniture, together with all accessions, accessories, replacements and the rights of the Debtor under any manufacturer’s warranties relating to the foregoing.

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(6) GENERAL INTANGIBLES, which means any "general intangible," as such term is presently or hereafter defined in Article 9 of the UCC, now owned or hereafter acquired by Debtor, and in any event shall include, without limitation: all presently owned and hereafter acquired general intangibles, including, without limitation, any software products, any personal property, choses in action, causes of action, designs, plans, goodwill, tax refunds, licenses, franchises, IP Collateral, trade agreements, customer lists and all rights under license agreements for use of the same, and any other payment intangibles.

(7) GOODS, which means any "goods," as such term is presently or hereafter defined in Article 9 of the UCC, now owned or hereafter acquired by Debtor, and in any event shall include, without limitation: all of the Debtor's Inventory and Equipment.

(8) INSTRUMENTS, which means any "instruments," as such term is presently or hereafter defined in Article 9 of the UCC, now owned or hereafter acquired by Debtor, and in any event shall include, without limitation: all presently owned and hereafter acquired instruments, including, without limitation, bills of exchange, notes, and all negotiable instruments, all certificated securities, all certificates of deposit and any other writing that evidences a right to the payment of money and is not itself a security agreement or lease and is of a type that is in the ordinary course of business transferred by delivery with any necessary endorsement or assignment.

(9) INVENTORY, which means any "inventory," as such term is presently or hereafter defined in Article 9 of the UCC, now owned or hereafter acquired by Debtor, and in any event shall include, without limitation, all presently owned and hereafter acquired inventory of every nature, kind, and description, wherever located, including, without limitation, raw materials, goods, work in process, finished goods, parts or supplies; all goods and property held for sale or lease or to be furnished under contracts of service; and all goods and inventory returned, reclaimed or repossessed.

(10) INVESTMENT PROPERTY, which means any "investment property," as such term is presently or hereafter defined in Article 9 of the UCC, now owned or hereafter acquired by Debtor, and in any event shall include, without limitation: (a) all shares of stock or other equity interests of the Subsidiaries of Debtor (if any) now owned or hereafter acquired by Debtor, and all dividends, cash, stock dividends, instruments and other investment property from time to time received, receivable by, or otherwise distributed to Debtor for its own account in respect of or in exchange for any or all of such shares, and the certificates representing such shares, and (b) all shares of stock or other equity interests of any other Person now owned or hereafter acquired by Debtor, and all dividends, cash, stock dividends, instruments, and other property from time to time received, receivable by, or otherwise distributed to Debtor for its own account in respect of or in exchange for any or all of such shares, and the certificates representing such shares.

(11) **LETTERS OF CREDIT**, which means any “letters of credit” or “letter-of-credit right,” as such terms are presently or hereafter defined in Article 9 of the UCC, now owned or hereafter acquired by Debtor, and in any event shall include, without limitation: all presently owned and hereafter acquired letters of credit, including but not limited to any written undertaking to pay money conditioned upon presentation of specified documents, and advices of letters of credit.

(12) **PROCEEDS**, which means any “proceeds,” as such term is presently or hereafter defined in Article 9 of the UCC, now owned or hereafter acquired by Debtor, and in any event shall include, without limitation: any and all Proceeds of any of the foregoing, including, without limitation, whatever is received upon the use, lease, sale, exchange, collection, any other utilization or any disposition of any of the Collateral described in this Schedule A, whether cash or non-cash, all rental or lease payments, accounts, chattel paper, instruments, documents, contract rights, general intangibles, equipment, inventory, substitutions, additions, accessions, replacements, products, and renewals of, for, or to such property and all insurance therefor.

The
Debtor: Pet Pantry International, Inc.
Tax Id. #: 88-0331773
Sec. Party: CapSource Fund, L.P.

SCHEDULE B

Being a portion of Section 30, Township 13 North, Range 20 East, M.D.B.&M., more particularly described as follows:

Parcel C, as set forth on that certain Parcel Map for VILLAGE FINANCIAL PLAZA LIMITED, filed for record in the Office of the County Recorder, on April 20, 1989, in Book 489, Page 2396, Document No. 200532, Official Records of Douglas County, Nevada.

Assessors Parcel No. 25-030-36

NEW 1320-30-702-006

COPY

REQUESTED BY
Pepper Hamilton
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

2000 DEC 19 AM 11:56

LINDA SLATER
RECORDER

\$19⁰⁰ PAID *kg* DEPUTY

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