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UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

CT Corporation
Lorena Caito
4400 Easton Commons Way, Suite 125
Columbus, OH 43219

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
0000000181339637 filed 4/21/2008

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement
3. **ASSIGNMENT (full or partial):** Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8
4. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. **PARTY INFORMATION CHANGE:**
Check one of these two boxes: Debtor or Secured Party of record
AND Check one of these three boxes to: CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ADD name: Complete item 7a or 7b, and item 7c DELETE name: Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME	INDIVIDUAL'S FIRST PERSONAL NAME	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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7c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
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8. **COLLATERAL CHANGE:** Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral
Indicate collateral:

The collateral description pertaining to the above-referenced original financing statement is hereby amended and restated in its entirety as set forth on Exhibit A and Schedule 1 attached hereto and made a part hereof.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME
PNC Bank, National Association, as Administrative Agent

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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10. **OPTIONAL FILER REFERENCE DATA:**
Debtor: David John Trone

EXHIBIT A

DEBTOR:

David John Trone

SECURED PARTY:

**PNC Bank, National Association,
as Administrative Agent**

COLLATERAL

All of the Debtor's right, title and interest in and to the following whether now owned or hereafter acquired property (where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code of the applicable jurisdiction (the "Code")):

(i) all investment property, capital stock, shares, securities, member interests, partnership interests, warrants, options, put rights, call rights, similar rights, and all other ownership or participation interests in any entity or business or in the revenue, income, or profits thereof, (ii) all property of the Debtor in the Secured Party's possession or in transit to or from, under the custody or control of, or on deposit with, the Secured Party or any affiliate thereof, including deposit and other accounts, (iii) cash and cash equivalents (collectively referred to herein as "Investments", including all Investments listed on Schedule 1 attached hereto and made a part hereof, and all rights and privileges pertaining thereto, including, without limitation, all present and future Investments receivable in respect of or in exchange for any Investments, and all rights under shareholder, member, partnership agreements and other similar agreements relating to any Investments, all rights to subscribe for Investments, whether or not incidental to or arising from ownership of any Investments, (iv) all Investments hereafter pledged by the Debtor to Secured Party to secure the obligations of the Debtor to the Secured Party, (v) together with all cash, interest, stock and other dividends or distributions paid or payable on any of the foregoing, and all books and records (whether paper, electronic or any other medium) pertaining to the foregoing, including, without limitation, all stock record and transfer books, and together with whatever is received when any of the foregoing is sold, exchanged, replaced or otherwise disposed of, including all proceeds, as such term is defined in the Code, and all other investment property of the Debtor; and (vi) all cash and non-cash proceeds (including, without limitation, insurance proceeds) of any of the foregoing property, all products thereof, and all additions and accessions thereto, substitutions therefor and replacements thereof.

SCHEDULE 1

INVESTMENTS

DEBTOR	DESCRIPTION OF PLEDGED COLLATERAL
David John Trone	<p>100% of the Debtor's now owned or hereafter acquired ownership interests in each of the companies listed below:</p> <ul style="list-style-type: none">• Arizona Fine Wine and Spirits, LLC (an Arizona limited liability company)• California Fine Wine & Spirits LLC (a California limited liability company)• CHERRY HILL WINE & SPIRITS, INC. (a New Jersey corporation)• Colorado Fine Wines & Spirits LLC (a Colorado limited liability company)• Connecticut Fine Wine & Spirits, LLC (a Connecticut limited liability company)• DRT Wine & Spirits, LLC (a Minnesota limited liability company)• DT Georgia Holdings INC. (a Georgia corporation)• DT Virginia Fine Wines, LLC (a Virginia limited liability company)• Fine Wines & Spirits of North Texas, LLC (a Texas limited liability company)• Florida Fine Wine and Spirits, LLC (a Florida limited liability company)• GFWS Holdings, Inc. (a Georgia corporation)• Kentucky Fine Wines & Spirits, LLC (a Kentucky limited liability company)• Massachusetts Fine Wines & Spirits, LLC (a Massachusetts limited liability company)• Minnesota Fine Wines & Spirits, LLC (a Minnesota limited liability company)

	<ul style="list-style-type: none">• Nevada Fine Wine & Spirits LLC (a Nevada limited liability company)• Retail Services & Systems, Inc. (a Pennsylvania corporation)• Taste of New York Beer and Grocery LLC (a New York limited liability company)• Tennessee Fine Wines & Spirits, LLC (a Tennessee limited liability company)• TFWS, INC. (a Maryland corporation)• Washington Fine Wine & Spirits, LLC (a Washington limited liability company)• Wisconsin Fine Wines & Spirits, LLC (a Tennessee limited liability company)
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