

STATE OF ALABAMA — UNIFORM COMMERCIAL CODE — FINANCING STATEMENT
FORM UCC-1 ALA.

Important: Read Instructions on Back Before Filling out Form.

REGISTER FROM
REGISTERED Inc.
BOX 118
TUCKER, MN. 55303
612-421-1713

44541

<input type="checkbox"/> The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).		No. of Additional Sheets	This FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.	
1. Return copy or recorded original acknowledgement to: Peggy A. Richter, Esq. Kutak Rock 717 17th Street, Suite 2900 Denver, CO 80202			THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office	
Pre-paid Acct. #		(Last Name First if a Person)		
2. Name and Address of Debtor Mott Oil, Inc., an Alabama corporation 5299 Southland Circle Bessemer, AL 53023				
Social Security/Tax ID #				
2A. Name and Address of Debtor (IF ANY)		(Last Name First if a Person)		
Social Security/Tax ID #				
<input type="checkbox"/> Additional debtors on attached UCC-E				
3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person) FFCA Acquisition Corporation, a Delaware corporation 17207 North Perimeter Drive Scottsdale, AZ 85255		4. NAME AND ADDRESS OF ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)		
Social Security/Tax ID #				
<input type="checkbox"/> Additional secured parties on attached UCC-E				

Inst # 1998-15845
08/31/98
SHELBY COUNTY JUDGE OF PROBATE
20.00
006 HNS

FILED WITH:
Judge of Probate, Shelby County, Alabama

See Schedule I attached hereto

FFCA No. 8000-8806

5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing:

0 0 0	7 0 0
1 0 0	8 0 0
1 0 2	---
2 0 0	---
3 0 0	---
5 0 0	---
6 0 0	---

772000

- Check X if covered: ☐ Products of Collateral are also covered.
6. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X if so):
- ☐ already subject to a security interest in another jurisdiction when it was brought into this state
 - ☐ already subject to a security interest in another jurisdiction when debtor's location changed to this state
 - ☐ which is proceeds of the original collateral described above in which a security interest is perfected
 - ☐ acquired after a change of name, identity or corporate structure of debtor
 - ☐ as to which the filing has lapsed

7. Complete only when filing with the Judge of Probate:
The initial indebtedness secured by this financing statement is \$ **550,000.00**
Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ **825.00**

8. ☐ This financing statement covers timber to be cut, crops, or fixtures and is to be cross indexed in the real estate mortgage records (Describe real estate and if debtor does not have an interest of record, give name of record owner in Box 5).

Signature(s) of Secured Parties:
(Required only if filed without debtor's Signature — see Box 6)

see attached signature page

Signature(s) of Debtor(s)

Signature(s) of Debtor(s)

Type Name of Individual or Business

see attached signature page

Signature(s) of Secured Party(ies) or Assignee

Signature(s) of Secured Party(ies) or Assignee

Type Name of Individual or Business

SIGNATURE PAGE TO UCC-1

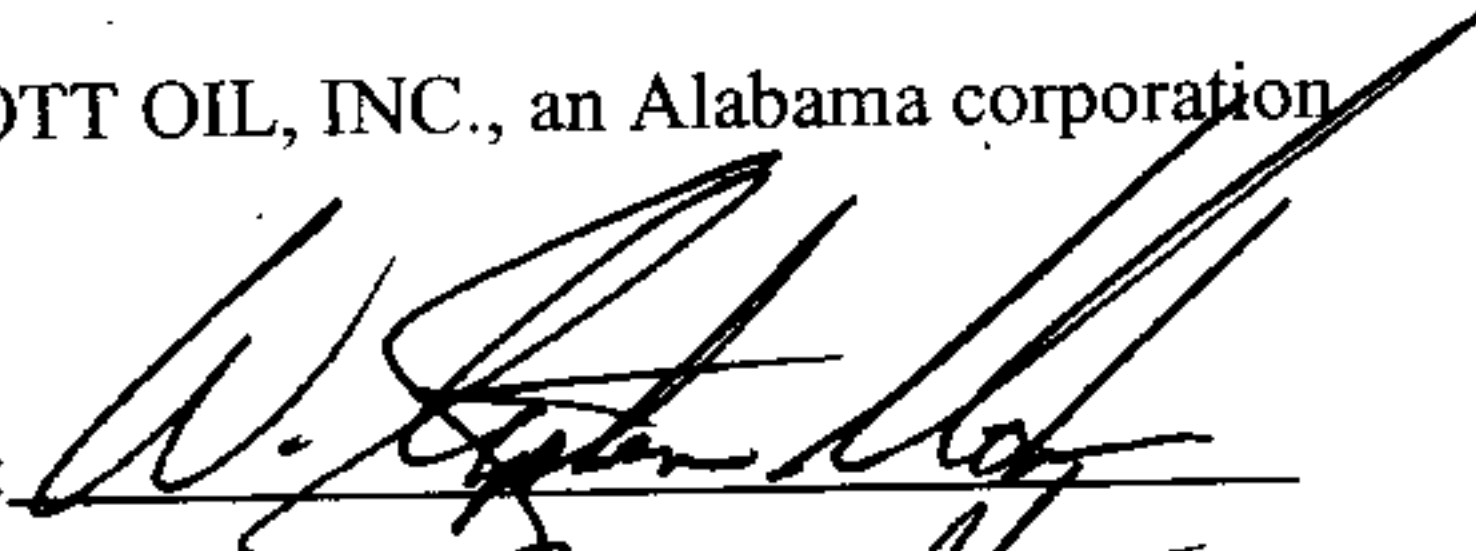
SIGNATURE OF DEBTOR:

MOTT OIL, INC., an Alabama corporation

By:

Name:

Title:


W. STEPHEN MOTT
PRESIDENT

SIGNATURE PAGE TO UCC-1

SIGNATURE OF SECURED PARTY:

FFCA ACQUISITION CORPORATION,
a Delaware corporation

By: _____

Name: _____

Title: _____

**Schedule I to
State of Alabama UCC-1 Financing Statement
Mott Oil, Inc., as Debtor
and
FFCA Acquisition Corporation, as Secured Party**

Debtor hereby grants Secured Party a security interest in and to any and all of the following property, whether now owned or hereafter acquired (the "Mortgaged Property"):

The real estate legally described on the attached Exhibit A (the "Premises"); all rents, issues, profits, royalties, income and other benefits derived from the property comprising the Mortgaged Property (collectively, the "Rents"); all leases or subleases covering the Premises or any portion thereof now or hereafter existing or entered into (collectively, "Leases" and individually, a "Lease"), including, without limitation, all cash or security deposits, advance rentals and deposits or payments of similar nature; all options to purchase or lease the Premises or any portion thereof or interest therein, and any greater estate in the Premises; all interests, estate or other claims, both in law and in equity, with respect to the Premises; all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto, and all water rights and shares of stock evidencing the same; all land lying within the right-of-way of any street, open or proposed, adjoining the Premises and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Premises;

All tangible personal property now or at any time hereafter located on or at the Premises or used in connection therewith, including, without limitation, all goods, machinery, tools, equipment, lobby and all other indoor and outdoor furniture, books, records, manuals, computer systems, furnishings, inventory, rugs, and maintenance and other supplies (the "Personal Property");

All existing and future accounts, contract rights, general intangibles, files, books of account, agreements, supply agreements, franchise, license and/or area development agreements, permits, licenses and certificates necessary or desirable in connection with the acquisition, ownership, leasing, construction, operation, servicing or management of the property comprising the Mortgaged Property, whether now existing or entered into or obtained after the date hereof, including, without limitation, all construction contracts, architect agreements, plans, specifications, drawings, permits, licenses, agreements, approvals, consents and warranties now or hereafter relating to the construction of the Improvements and all amendments and modifications thereto; all existing and future names under or by which the property comprising the Mortgaged Property or any portion thereof may at any time be operated or known, all rights to carry on business under any such names or any variant thereof, and all existing and future telephone numbers and listings, advertising and marketing materials, trademarks and good will in any way relating to the property comprising the Mortgaged Property or any portion thereof;

All the claims or demands with respect to the Mortgaged Property, including, without limitation, claims or demands with respect to the proceeds of insurance in effect with respect thereto, and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Mortgaged Property, including, without limitation, any awards resulting from a change of grade of streets and awards for severance damages; and

Any and all proceeds of the foregoing.

EXHIBIT A

A parcel of land located in the Southeast quarter of Section 21, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

BEGIN at the Northwest corner of the Southeast quarter-Southeast quarter of said Section 21; thence North $0^{\circ} 32' 21''$ East a distance of 114.95 feet to a point on the Easterly right of way line of Shelby County Highway #17 (80' right of way); thence leaving said right of way line, South $89^{\circ} 10' 42''$ East a distance of 244.89 feet; thence South $0^{\circ} 49' 18''$ West a distance 103.00 feet to a point on a curve to the left having a radius of 50.00 feet, a central angle of $59^{\circ} 59' 40''$ and subtended by a chord which bears South $29^{\circ} 10' 32''$ East a chord distance of 50.00 feet; thence along the arc of said curve a distance of 52.35 feet; thence leaving said curve South $7^{\circ} 51' 01''$ West a distance of 37.35 feet; thence North $89^{\circ} 10' 42''$ West a distance of 303.87 feet to a point lying on the Easterly right of way line of said Shelby County Highway #17; said point also lying on a curve to the right having a radius of 841.47 feet; central angle of $4^{\circ} 42' 06''$ and subtended by a chord which bears North $9^{\circ} 48' 52''$ East a chord distance of 69.03 feet; thence along the arc of said curve and said right of way line a distance of 69.05 feet; thence leaving said right of way line South $89^{\circ} 39' 06''$ East a distance of 28.33 feet to the POINT OF BEGINNING.

Together with a parcel of land located between the West property line of Frank Poe Properties and the right of way line of Highway 17 in Helena, Alabama described as follows:

BEGIN at the Northwest corner of the Southeast quarter - Southeast quarter of said Section 21, thence North $0^{\circ} 32' 21''$ East a distance of 114.95 feet to a point lying on the Easterly right of way line of Shelby County Highway #17 (80' right of way) said point also lying on a curve to the left having a radius of 1313.08, a central angle of $2^{\circ} 22' 37''$ and subtended by a chord which bears South $14^{\circ} 24' 15''$ West a chord distance of 54.47 feet; thence along the arc of said curve and said right of way line a distance of 54.48 feet to the end of aforesaid curve and the beginning of a curve to the left having a radius of 841.47 feet, a central angle of $4^{\circ} 21' 35''$ and subtended by a chord which bears South $14^{\circ} 20' 42''$ West a chord distance of 64.01 feet; thence along the arc of said curve and said right of way line a distance of 64.03 feet; thence leaving said right of way line South $89^{\circ} 39' 06''$ East a distance of 28.33 feet to the POINT OF BEGINNING.

FFCA - #8000-8006

Inst # 1999-15945

04/14/1999-15945
03:32 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 MMS 20.00