

☐ The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).

No. of Additional Sheets Presented:

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Return copy or recorded original to:

Kelly Halford
FFCA Acquisition Corporation
17207 North Perimeter Drive
Scottsdale, AZ 85255

Pre-paid Acct. #

2. Name and Address of Debtor

(Last Name First if a Person)

E-Z Serve Convenience Stores, Inc.
1824 Hillside Road
Durham, North Carolina 27705

Social Security/Tax ID#

2A. Name and Address of Debtor

(IF ANY)

(Last Name First if a Person)

Social Security/Tax ID#

☐ Additional debtors on attached UCC-E

3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)

FFCA Acquisition Corporation
17207 North Perimeter Drive
Scottsdale, AZ 85255

Social Security/Tax ID#

☐ Additional secured parties on attached UCC-E

5. The Financing Statement Covers the Following Types (or items) of Property:

SEE SCHEDULE 1 ATTACHED

FFCA No. 8000-9765 (M)
Contract No. 4028
201 East College Street
Columbiana, AL

*Recordation paid on Mortgage filed simultaneously herewith

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

000	500
100-101	700
100-102	300-302
200	

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.

SEE SIGNATURE PAGE ATTACHED

Signature(s) of Debtor(s)

Signature(s) of Debtor(s)

Type Name of Individual or Business

7. Complete only when filing with the Judge of Probate:

The initial indebtedness secured by this financing statement is \$ *
Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$

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 Party(ies)
(Required only if filed without debtor's Signature - see Box 6)

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

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

Type Name of Individual or Business

(1) FILING OFFICER COPY - ALPHABETICAL
(2) FILING OFFICER COPY - NUMERICAL

(3) FILING OFFICER COPY - ACKNOWLEDGEMENT
(4) FILE COPY - SECURED

(5) FILE COPY DEBTOR(S)

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1
Approved by the Secretary of State of Alabama

SCHEDULE I TO UCC

Debtor hereby grants unto Secured Party and to its successors and assigns a security interest in all of Debtor's estate, right, title and interest in, to and under any and all of the following property, whether now owned or hereafter acquired, and the products and proceeds of such property:

Premises, Rents and Derivative Interests

The parcel or parcels of real estate legally described in Exhibit A attached hereto, all rights, privileges and appurtenances associated therewith and all buildings, fixtures and other improvements (including, without limitation, gas pumps and canopies and underground storage tanks) now or hereafter located on such real estate (whether or not affixed to the real estate) (collectively, the "Premises"); all rents, issues, profits, royalties, income and other benefits derived from the Premises; all leases or subleases covering the Premises or any portion thereof now or hereafter existing or entered into (collectively, the "Leases"), 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;

Personal Property

All tangible personal property (other than inventory) 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, rugs, and maintenance and other supplies;

Intangibles

All existing and future contract rights, agreements, franchise, license and/or area development agreements, distributor agreements, permits, licenses and certificates necessary or desirable in connection with the acquisition, ownership, leasing, construction, operation, servicing or management of the Premises, 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 Premises and all amendments and modifications thereto; and


Claims and Awards

All claims or demands with respect to the Premises, including 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 Premises, including, without limitation, any awards resulting from a change of grade of streets and awards for severance damages.

SIGNATURE PAGE TO UCC-1

SIGNATURE OF DEBTOR:

E-Z SERVE CONVENIENCE STORES, INC.,
a Delaware corporation

By 
Alan Bentley
Chief Financial Officer and Secretary

DEBTOR'S ADDRESS:

1824 Hillandale Road
Durham, NC 27705

DEBTOR'S TAXPAYER IDENTIFICATION NUMBER: 76-0257684

**EXHIBIT A
LEGAL DESCRIPTION**

Commence on the East line of Section 26, Township 21 South, Range 1 West, Shelby County, Alabama at a point 1010.86 feet North of the one-half mile corner of said Section 26; thence North 73 degrees, 20 minutes East 16 feet to the point of beginning; run thence South 04 degrees, 15 minutes, East for a distance of 125 feet along the East margin of an alley leading South from East College Street to a point; run thence North 73 degrees, 05 minutes East 151.23 feet to a point; run thence North 15 degrees, 15 minutes West 125 feet to the North side of the paved sidewalk on the South side of East College Street; run thence South 71 degrees, 45 minutes West along North margin of sidewalk a distance of 128 feet to point of beginning; being situated in the southwest quarter of northwest quarter of Section 25, Township 21 South, Range 1 West, Columbiana, Shelby County, Alabama.

FFCA No. 8000-9765
Unit No. 4416
Columbiana, AL

Inst # 1999-44237

10/27/1999-44237
11:16 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 HNS 18.00