

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

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☐ The Debtor is a transmitting utility as defined in ALA CODE 7-8-105(n).

No. of Additional Sheets Presented: **9**

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

THIS SPACE FOR USE OF FILING OFFICER
Date, Time, Number & Filing Office

1. Return copy or recorded original to:

Lehman Brothers Holdings Inc.
3 World Financial Center
New York, New York 10285

Pre-paid Acct. #

2. Name and Address of Debtor

(Last Name First if a Person)

S&R CONVENIENCE STORES, INC.
1799 Elliot Boulevard
Jasper, Alabama 35501

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)

LEHMAN BROTHERS HOLDINGS INC.
3 World Financial Center
New York, New York 10285

Social Security/Tax ID#

☐ Additional secured parties on attached UCC-E

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

FILED WITH: Shelby County

4. ASSIGNEE OF SECURED PARTY

(IF ANY)

(Last Name First if a Person)

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

000	800
100	
200	
300	
500	
600	
700	

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

Nhonda M. Dollar, Pres.
Signature(s) of Debtor(s)

Signature(s) of Debtor(s)

S&R CONVENIENCE STORES, INC.

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

LEHMAN BROTHERS HOLDINGS INC.

Type Name of Individual or Business

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

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

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

(5) FILE COPY DEBTOR(S)

RIDER TO UCC-1 FINANCING STATEMENT

Name and address of Debtor:

S&R Convenience Stores, Inc.
1799 Elliot Boulevard
Jasper, Alabama 35501

Taxpayer Identification Number
of Debtor:



Name and address of Secured Party:

Lehman Brothers Holdings Inc. d/b/a Lehman
Capital, a Division of Lehman Brothers
Holdings Inc.
3 World Financial Center
New York, New York 10285

Taxpayer Identification Number
of Secured Party:



Enterprise: The business enterprise operated at each address identified on the Schedule of Properties annexed to this Rider:

Address (See Exhibit A for more specific description)

See Schedule of Properties

The Collateral covered by this Financing Statement includes:

(a) All rights, title and interests of the Debtor in, to, under or derived from all machinery, equipment, fixtures and accessions thereof and renewals, replacements thereof and substitutions therefor and other tangible property of every kind and nature whatsoever owned or acquired by the Debtor, or in which the Debtor has or shall have an interest, now or hereafter located upon the real property described on Exhibit A annexed hereto (the "Real Property") or in each Enterprise described above (collectively, the "Enterprises"), or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Real Property and/or each of the Enterprises (hereinafter collectively called the "Equipment");

(b) All rights, title and interests of Debtor in and to the Real Property and/or the Enterprises and all leases, rents, issues, profits and royalties deriving from the Enterprises and Real Property;

(c) All rights, title and interests of the Debtor in, to, under or derived from all contract rights, chattel paper, instruments, agreements, contracts, license rights, franchise rights, goodwill, general intangibles, computer hardware, software and intellectual property, accounts, guaranties and

warranties, letters of credit, and documents, in each case relating to the Real Property and/or each of the Enterprises or to the present or future operation or occupancy of the Real Property and/or each of the Enterprises, and all plans, specifications, maps, surveys, studies, books of account, records, files, insurance policies, guarantees and warranties, tax refunds and tax refund claims, all relating to the Real Property and/or each of the Enterprises or to the present or future operation or occupancy of the Real Property and/or each of the Enterprises, all architectural, engineering, construction and management contracts, all supply and service contracts for water, sanitary and storm sewer, drainage, electricity, steam, gas, telephone and other utilities relating to the Real Property and/or each of the Enterprises and all other agreements affecting or relating to the use, enjoyment or occupancy of the Real Property and/or each of the Enterprises, but in each case excluding all Excluded Collateral (hereinafter defined);

(d) All estate, right, title and interest of the Debtor in, to, under or derived from all licenses, authorizations, certificates, variances, consents, approvals and other permits now or hereafter pertaining to the Real Property and/or each of the Enterprises and all right, title and interest of the Debtor in, to, under or derived from all tradenames or business names relating to any of the Real Property and/or each of the Enterprises or the present or future operation or occupancy of any of the Real Property and/or each of the Enterprises, but excluding all Excluded Collateral;

(e) All estate, right, title and interest of the Debtor in, to, under or derived from all amounts deposited with the Secured Party, including all insurance proceeds and awards and including all notes, certificates of deposit, instruments, securities and other investments relating thereto and all interest, dividends and other income thereon, proceeds thereof and rights relating thereto;

(f) All rights, title and interests of the Debtor in, to, under or derived from all proceeds of any sale, transfer, taking by condemnation (or any proceeding or purchase in lieu thereof), financing, refinancing or a conversion into cash or liquidated claims, whether voluntary or involuntary, of any of the Real Property and/or each of the Enterprises, including all insurance proceeds and awards and title insurance proceeds under any title insurance policy now or hereafter held by the Debtor, and all rights, dividends and other claims of any kind whatsoever (including damage, secured, unsecured, priority and bankruptcy claims) now or hereafter relating to any of the Real Property and/or each of the Enterprises, or any other collateral all of which Debtor hereby irrevocably directs to be paid to Secured Party to be held, applied and disbursed as provided in the loan documents executed concurrently herewith;

(g) All rights, title and interests of the Debtor as seller in, to or under any agreement, contract, understanding or arrangement pursuant to which the Debtor has obtained the agreement of any person to purchase any of the Real Property, the Enterprises and/or any of the Collateral (herein defined) or any interest therein and all income, profits, benefits, avails, advantages and claims against guarantors under any thereof;

(h) All inventory held or maintained at the Real Property and/or each of the Enterprises, or otherwise used in the ownership or operation of the Real Property and/or each of the Enterprises, together with all additions and accessions thereto, replacements therefor, products thereof and documents therefor (collectively, the "Inventory"); and

(i) All income and proceeds of any and all of the above items (a) through (h) (all such items (a) through (h) being sometimes referred to as the "Collateral").

Notwithstanding the foregoing provisions, the grant of a security interest hereunder shall **NOT** extend to, and the term "Collateral" shall not include, any general intangibles (which would, but for the exclusion of Excluded Collateral (defined below) constitute Collateral) which are now or hereafter held by the Debtor as licensee, franchisee or otherwise, to the extent that (i) such general intangibles are not assignable or capable of being encumbered as a matter of law or under the terms of the license, franchise agreement or other agreement applicable thereto (but solely to the extent that any such restriction shall be enforceable under applicable law), without the consent of the licensor or franchisor thereof or other applicable party thereto and (ii) such consent has not been obtained ("Excluded Collateral"); *provided, however*, that the foregoing grant of security interest shall extend to, and the term Collateral shall include, (A) any and all proceeds of such general intangibles to the extent that the assignment or encumbering of such proceeds is not so restricted and (B) upon any such licensor, franchisor or other applicable party's consent with respect to any such otherwise excluded general intangibles being encumbered by the grant of a security interest, thereafter such general intangibles as well as any and all proceeds thereof that might theretofore have been excluded from such grant of a security interest and the term "Collateral".

PARCEL II (SHORT STOP #4)

Exhibit A

Commence at the Northeast corner of the Southeast quarter of the Southwest quarter of Section 13, Township 15 South, Range 5 West, and South along the East line of said quarter section for a distance of 165.50 feet for the point of beginning; thence continue South along the last described course for a distance of 403.69 feet to the Northerly right of way line of U.S. Highway 78; thence run North 45 degrees 33 minutes 30 seconds West along said right of way for a distance of 345.0 feet; said point being on the East right of way of Turner Road; thence run North 08 degrees 59 minutes 30 seconds West along the east right of way line of Turner Road for a distance of 132.30 feet to a point; thence North 83 degrees 16 minutes 35 seconds East (Deed) North 83 degrees 16 minutes 53 seconds East (Measured) for a distance of 268.86 feet (Deed) 268.84 feet (Measured) to the point of beginning. Minerals and usual mining rights excepted.

PARCEL III (SHORT STOP #5)

Exhibit A

A part of the Northwest quarter of the Northeast quarter of Section 23, Township 14 South, Range 3 West, situated in Jefferson County, Alabama, more particularly described as follows:

Commence at the Southwest corner of the Northwest quarter of the Northeast quarter of Section 23, Township 14 South, Range 3 West and run North along the West line thereof for 643.7 feet to the Southerly right of way line of Cane Creek Road; thence 96 degrees 33 minutes 52 seconds right and run East along said right of way for 20.13 feet to the point of beginning; thence continue along the last described course and along said right of way for 210.0 feet; thence 83 degrees 26 minutes 08 seconds right and run South for 208.71 feet; thence 96 degrees 33 minutes 52 seconds right and run West for 210.0 feet; thence 83 degrees 26 minutes 08 seconds right and run North for 208.71 feet to the point of beginning. Minerals and usual mining rights excepted.

PARCEL IV (SHORT STOP #7)

Exhibit A

Being Lot 1, in Airport Plaza, as recorded in Map Book 19, Page 36, in the Probate Office of Shelby County, Alabama. Minerals and usual mining rights excepted.

PARCEL V (SHORT STOP #9)

Exhibit A

From the Southeast corner of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 34, Township 16 South, Range 3 East go North 0 degrees 16 minutes 17 seconds West 89.56 feet for the point of beginning; thence South 74 degrees 51 minutes 00 seconds East 201.4 feet; thence North 05 degrees 47 minutes 48 seconds West 479.41 feet; thence South 34 degrees 12 minutes 24 seconds West 199.75 feet; thence South 81 degrees 56 minutes 48 seconds West 264.83 feet to the Southeast right of way of Eden Cut off Road; thence left 135.7 feet along an arc of a curve which has a delta angle of 5 degrees 39 minutes 16 seconds and a radius of 1,375 feet, and a chord bearing of South 24 degrees 05 minutes 45 seconds West; thence South 68 degrees 59 minutes 52 seconds East 200.79 feet to a point; thence South 74 degrees 46 minutes 52 seconds East for 99.96 feet to the point of beginning. Lying in the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and in the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 34, Township 16, South, Range 3 East, St. Clair County, Alabama. Minerals and usual mining rights excepted.

PARCEL VI (SHORT STOP #11)

Exhibit A

A parcel of land located in the East half of the Northwest quarter of the Southwest quarter of Section 1, Township 14 South, Range 8 West, Walker County, Alabama, being more particularly described as follows:

Starting at the Northeast corner of said East half, thence North 89 degrees 46 minutes 51 seconds West along the North boundary of the East half a distance of 206.59 feet; thence South 46 degrees 14 minutes 15 seconds West a distance of 479.88 feet to the East right of way of Gamble Road; thence South 39 degrees 19 minutes 05 seconds East along said right of way a distance of 60.00 feet to the point of beginning; thence continue South 39 degrees 19 minutes 05 seconds East along said right of way a distance of 88.62 feet to a point; thence South 03 degrees 16 minutes 33 seconds West along said right of way a distance of 177.99 feet to a found right of way marker, thence South 41 degrees 31 minutes 03 seconds East, Deed, South 36 degrees 21 minutes 19 seconds East, Measured, a distance of 38.99 feet to the North right of way of Highway 78; thence South 86 degrees 43 minutes 01 seconds East along said North right of way a distance of 206.29 feet; thence North 03 degrees 16 minutes 59 seconds East a distance of 318.16 feet; thence North 86 degrees 43 minutes 01 seconds West a distance of 249.35 feet; thence South 46 degrees 14 minutes 15 seconds West a distance of 61.37 feet to the point of beginning. Minerals and usual mining rights excepted.

SCHEDULE OF PROPERTIES

Reference No.	Street Address	City/Town	County	State	Type of Mortgaged Estate
Short Stop #4	7583 Highway 78	Sumiton	Jefferson	AL	Fee
Short Stop #5	290 Cane Creek Road	Warrior	Jefferson	AL	Fee
Short Stop #7	132 US Highway 87	Calera	Shelby	AL	Fee
Short Stop #9	780 Mineral Springs Road	Pell City	St. Clair	AL	Fee
Short Stop #11	5500 Highway 78 West	Jasper	Walker	AL	Fee

Inst # 2000-16969

05/23/2000-16969
01:38 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
010 NWS 24.00