



20030428000257040 Pg 1/9 42.00
Shelby Cnty Judge of Probate, AL
04/28/2003 08:12:00 FILED/CERTIFIED

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
Thomas C. Clark, III Maynard, Cooper & Gale, P.C. 1901 Sixth Avenue North 2400 AmSouth/Harbert Plaza Birmingham, Alabama 35203	

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

OR	1a. ORGANIZATION'S NAME Xpress Partners, LLC				
	1b. INDIVIDUAL'S LAST NAME				
1c. MAILING ADDRESS 1002 Old Birmingham Highway		CITY Jasper	STATE AL	POSTAL CODE 35501	COUNTRY USA
1d. TAX ID #: SSN OR EIN [REDACTED]	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Limited Liability Company	1f. JURISDICTION OF ORGANIZATION Alabama	1g. ORGANIZATIONAL ID # (if any) XNone	

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

OR	2a. ORGANIZATION'S NAME				
	2b. INDIVIDUAL'S LAST NAME				
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
2d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID # (if any) <input type="checkbox"/> None	

3. SECURED PARTY'S NAME - (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME National Bank of Commerce of Birmingham				
	3b. INDIVIDUAL'S LAST NAME				
3c. MAILING ADDRESS 1927 First Avenue North		CITY Birmingham	STATE AL	POSTAL CODE 35203	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

All types (or items) of property described on Schedules I and II attached hereto and made a part hereof.

Some of the property described in Schedule I is now, or may in the future become, affixed to the Land described on Exhibit A attached thereto and made a part hereof. The Debtor is a record owner of said Land.

* This financing statement is filed as additional security for the indebtedness secured by a certain Mortgage executed by the Debtor in favor of the Secured Party recorded concurrently herewith.

FILED WITH JUDGE OF PROBATE OF SHELBY COUNTY

5. ALTERNATIVE DESIGNATION (if applicable): ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed [or record] (or recorded) in the REAL ESTATE RECORDS Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2 [ADDITIONAL FEE] [optional]
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8. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY -- UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

00869451.1

SCHEDULE I
TO FINANCING STATEMENT

The Property covered by this financing statement includes all the Borrower's right, title and interest in, to and under the following described property, whether now owned or hereafter acquired by the Borrower, and whether now existing or hereafter incurred, created, arising or entered into:

- (a) all Equipment and other tangible personal property of the Borrower (other than Fixtures and inventory), including the property more particularly described on Exhibit B;
- (b) all Fixtures of the Borrower now or hereafter located on the real estate described on Exhibit A;
- (c) all Accounts, Contracts and General Intangibles of the Borrower;
- (d) all of the Borrower's rights as an unpaid vendor or lienor, including stoppage in transit, replevin, detinue and reclamation;
- (e) all moneys of the Borrower, all Deposit Accounts of the Borrower in which such moneys may at any time be on deposit or held, all investments or securities of the Borrower in which such moneys may at any time be invested and all certificates, instruments and documents of the Borrower from time to time representing or evidencing any such moneys;
- (f) all Investment Property of the Borrower;
- (g) any and all accessions and additions to any of the property described in the foregoing paragraphs, any substitutions and replacements therefor, and all attachments and improvements placed upon or used in connection therewith, or any part thereof; and
- (h) all proceeds, products, rents, royalties, issues and profits of any of the property described in the foregoing paragraphs, whether paid or accruing before or after the filing of any petition by or against the Borrower under the federal Bankruptcy Code.

As used in this Schedule I:

Accounts means any and all rights of the Borrower to the payment of money, whether or not evidenced by an instrument or chattel paper (tangible or electronic) or letter of credit and whether or not earned by performance, including a right to payment for goods sold, leased, or licensed or for services rendered by the Borrower, a right to any amount payable under a Contract or a monetary obligation and all "accounts" as defined in Article 9 of the UCC.

Borrower means the debtor(s) described in this Financing Statement.

Contracts means all Leases, licenses, requisitions, purchase orders, documents, instruments, letters of credit and chattel paper (tangible or electronic) of the Borrower, including any of the same that relate to any Equipment, Fixtures, Inventory, General Intangibles or other property described in the granting clauses set out in Section 2.1, or secure any Accounts, or in connection with which Accounts exist or may be created.

Deposit Accounts means all bank accounts and other deposit accounts and lock boxes of the Borrower, including any of the same established for the benefit of the Lender and all "deposit accounts" as defined in Article 9 of the UCC.

Equipment means all of the Borrower's equipment, machinery, furniture, furnishings, vehicles, tools, spare parts, materials, supplies, store fixtures, leasehold improvements, all other goods (including embedded software to the extent provided for in Article 9 of the UCC) and tangible personal property of every kind and nature (other than Inventory and Fixtures), all improvements, additions, accessions and appurtenances thereto and all "equipment" as defined in Article 9 of the UCC.

Fixtures means all goods of the Borrower that become so related to particular real estate that an interest in them arises under real estate law.

General Intangibles means all choses in action, things in actions, causes of action and other assignable intangible property of the Borrower of every kind and nature (other than Accounts and Contracts), including corporate, partnership, limited liability company and other business records, good will, inventions, designs, patents, patent applications, trademarks, trade names, trade secrets, service marks, logos, copyrights, copyright applications, registrations, software, licenses, payment intangibles (to the extent not included in Accounts), permits, franchises, tax refund claims, insurance policies and rights thereunder (including any refunds and returned premiums) and any collateral, guaranty, letter of credit or other security held by or granted to the Borrower to secure payment of Accounts and Contracts and all "general intangibles" as defined in Article 9 of the UCC.

Inventory means all goods, merchandise and other personal property held by the Borrower for sale, lease or license furnished or to be furnished by the Borrower under contracts of service or otherwise, raw materials, parts, finished goods, work-in-process, scrap inventory and supplies and materials used or consumed, or to be used or consumed, in the Borrower's present or any future business, and all such property returned to or repossessed or stopped in transit by the Borrower, whether in transit or in the constructive, actual or exclusive possession of the Borrower or of the Lender or held by the Borrower or any other person for the Lender's account and wherever the same may be located, including all such property that may now or hereafter be located on the premises of the Borrower or upon any leased location or upon the premises of any carriers, forwarding agents, warehousemen, vendors, selling agents, processors or third parties, and all "inventory" as defined in Article 9 of the UCC.

Investment Property means all of the Borrower's certificated and uncertificated securities, securities accounts and security entitlements, commodity accounts and commodity contracts and all "investment property" as defined in Article 8 and 9 of the UCC.

Leases means (1) all leases and use agreements of personal property entered into by the Borrower as lessor with other persons as lessees, and all rights of the Borrower under such leases and agreements, including the right to receive and collect all rents and other moneys (including security deposits) at any time payable under such leases and agreements, whether paid or accruing before or after the filing of any petition by or against the Borrower under the federal Bankruptcy Code; and (2) all leases and use agreements of personal property entered into by the Borrower as lessee with other persons as lessor, and all rights, titles and interests of the Borrower thereunder, including the leasehold interest of the Borrower in such property and all options to purchase such property or to extend any such lease or agreement.

Lender means the secured party described in this Financing Statement.

Some of the above-described property is now, or may in the future become, affixed to the real estate described in Exhibit A. Borrower is a record owner of said real estate.

THIS FINANCING STATEMENT IS TO BE CROSS-INDEXED IN THE REAL ESTATE MORTGAGE RECORDS.

EXHIBIT A

(Description of Real Estate on
Which Fixtures Are Located)

Parcel I:

Lot 2, according to the Survey of John Carroll Subdivision Section II Resurvey, as recorded in Map Book 183, Page 39 in the Probate Office of Jefferson County, Alabama.

Parcel II:

Lot 2-B, according to Baker Property Resurvey No. 2, as recorded in Map Book 194, page 69, in the Probate Office of Jefferson County, Alabama; TOGETHER WITH rights and easements granted in that certain Declaration of Covenants, Conditions and Restrictions as recorded in Instrument No. 9903/4658.

Parcel III:

Lot 3, according to the Survey of the Crossroads of Greystone, as recorded in Map Book 28, Page 29, in the Probate Office of Shelby County, Alabama.

Parcel IV:

Lot 1-C of the resurvey of Lot 1, Hager Subdivision, as recorded in Plat Book 8, page 123, in the Probate Office of Walker County, Alabama.

Parcel V:

Lot 1-B of the resurvey of Lot 1 of Hager Subdivision according to the map recorded in Map Book 8, at page 123, in the Probate Office of Walker County, Alabama.

Lot 1-B is also described as a part of Lot 1 of the Hager Subdivision as recorded in Map Book 8, at page 112, in the Probate Office of Walker County, Alabama being more particularly described as follows:

Begin at the Northeast corner of Lot 1 and run Southwesterly along the East boundary of said Lot 1 and along the West right of way of Airport Road for a distance of 87.00 feet to a point; thence turn an angle of 90° 03' 29" to the right and run West parallel to the North line of said Lot 1 for a distance of 153.00 feet to a point; thence turn an angle of 89° 56' 31" to the right and run parallel to the East line of said Lot 1 for a distance of 87.00 feet to a point on the North line of said Lot 1, thence run East along said North line for a distance of 153.00 feet to the point of beginning.

TOGETHER WITH that certain ingress and egress easement as shown on the Map of the Hager Subdivision as recorded in Map Book 8, page 112, in the Probate Office of Walker County, Alabama (the "Probate Office"), which easement (i) was granted by Grantor's predecessor in interest to Mulberry Fork Corporation by sublease agreement and (ii) designated as non-exclusive and located by that certain Designation of Non-Exclusive Easement for Ingress and Egress which was recorded in the Probate Office at Book 1597, page 297. The location of said easement being the North 25 feet of Lot 1-C of the resurvey of Lot 1, Hager Subdivision, as recorded in Plat Book 8, page 123, in the Probate Office.

EXHIBIT B

(Addresses)

1. Address(es) of the Borrower's place(s) of business and chief executive office (if the Borrower has more than one place of business):

1002 Old Birmingham Highway
Jasper, Alabama 35501

2. Address(es) of property owned by the Borrower on which any Property is or will be located:

(a) 1282 Oak Grove Road, Birmingham, Alabama 35209

(b) 6975 Cahaba Valley Road, Hoover, Alabama 35242

(c) 4496 Montevallo Road, Birmingham, Alabama 35213

(d) 500 Airport Road South, Jasper, Alabama 35501

3. Address(es) of property not owned by the Borrower on which any Property is or will be located:

SCHEDULE II
TO
FINANCING STATEMENT

This financing statement covers the following items (or types) of property:

(a) **Land**. The land located in Shelby County, Alabama more particularly described in Exhibit A, and all reversions and remainders in and to said land and all tenements, hereditaments, easements, rights-of-way, rights (including mineral and mining rights, and all water, oil and gas rights), privileges, royalties and appurtenances to said land, now or hereafter belonging or in anywise appertaining thereto, including any right, title and interest in, to or under any agreement or right granting, conveying or creating, for the benefit of said land, any easement, right or license in any other property, and in, to or under any streets, ways, alleys, vaults, gores or strips of land adjoining said land or any parcel thereof, or in or to the air space over said land; all rights of ingress and egress to parking facilities on or within said land; and all claims or demands of Borrower either at law or in equity, in possession or expectancy of, in or to any of the same (all of the foregoing hereinafter collectively called the "Land").

(b) **Improvements**. All buildings, structures, facilities and other improvements now or hereafter located on the Land, and all building materials, building equipment and fixtures of every kind and nature now or hereafter located on the Land or attached to, contained in, or used in connection with, any such buildings, structures, facilities or other improvements, and all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof, now owned or hereafter acquired by the Borrower (all of the foregoing hereinafter collectively called the "Improvements," and together with the Land called the "Real Property").

(c) **Personal Property**. All goods, equipment, inventory, supplies and other items or types of tangible personal property (including additions and accessions thereto and replacements and substitutions therefor) now owned or hereafter created or acquired by the Borrower and attached to the Real Property (other than fixtures); or placed on the Real Property and used or useful in connection with, or in any way pertaining or relating to, the Real Property or the use and occupancy thereof, though not attached to the Real Property; or for which the proceeds of any credit secured by this financing statement have been or may be advanced, wherever the same may be located (hereinafter collectively called the "Personal Property").

(d) **Rents and Leases**. All leases, subleases, lettings and licenses, and other use and occupancy agreements, now or hereafter pertaining to any of the Real Property or Personal Property, and all rents, profits, issues and revenues of the Real Property and Personal Property now or hereafter accruing, whether accruing before or after the filing of any petition by or against the Borrower under the federal Bankruptcy Code.

(e) **Insurance Policies**. All policies of hazard insurance now or hereafter in effect that insure the Improvements, the Personal Property, or any of the other property conveyed or

encumbered by the mortgage to which this financing statement relates (the "Mortgage"), together with all right, title and interest of the Borrower in and to each and every such policy, and all proceeds thereof, including any premiums paid and rights to returned premiums.

(f) **Litigation Awards.** All judgments, damages, settlements, awards, payments and compensation, including all interest thereon, together with the right to receive the same, that may be made or due to the Borrower or any subsequent owner of any of the Real Property, the Personal Property or any other property conveyed or encumbered by the Mortgage, as a result of the exercise of the right of eminent domain or condemnation, the alteration of the grade of any street or any other injury to or diminution or decrease in value of the Real Property, the Personal Property or any other such property.

(g) **General Intangibles and Agreements.** (1) All general intangibles relating to the development or use of the Real Property, the Personal Property or any other property conveyed or encumbered hereby, or the management and operation of any business of the Borrower thereon, including all patents, patent applications, trade names, trademarks, trademark applications, knowledge and process, licensing arrangements, blueprints, technical specifications, manuals and other trade secrets; (2) the good will of any business conducted or operated on the Real Property, all governmental licenses and permits relating to the construction, renovation or operation thereof, all names under or by which the same may at any time be operated or known and all rights to carry on business under any such names or any variant thereof; and (3) all contracts and agreements (including leasing, construction, renovation, maintenance, engineering, architectural, management, operating and concession agreements) affecting the Real Property, the Personal Property or any other property conveyed or encumbered by the Mortgage, or used or useful in connection therewith, whether now or hereafter entered into.

(h) **Supplemental Documents.** All changes, additions, supplements, modifications, amendments, extensions, renewals, revisions and guaranties to, of or for any agreement or instrument included in the foregoing.

(i) **Proceeds.** All proceeds of any of the foregoing.

As used in this Schedule I, **Borrower** means the debtor(s) described in this financing statement.

Some of the above-described property is now, or may in the future become, affixed to the Land described in Exhibit A. The Borrower is a record owner of the Land.

THIS FINANCING STATEMENT IS TO BE CROSS-INDEXED IN THE REAL ESTATE MORTGAGE RECORDS.

EXHIBIT A

(Land Description)

Lot 3, according to the Survey of The Crossroads of Greystone, as recorded in Map Book 28, Page 29, in the Probate Office of Shelby County, Alabama; TOGETHER WITH rights in and to that certain ingress and egress easement recorded in Instrument No. 2001/7233 and as shown on Map Book 28, Page 29.