



20030721000464850 Pg 1/9 42.00  
Shelby Cnty Judge of Probate, AL  
07/21/2003 14:08:00 FILED/CERTIFIED

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Denna Sanders (205)251-9600
B. SEND ACKNOWLEDGMENT TO: (Name and Address)  Heyward C. Hosch, Esq. Walston, Wells, Anderson & Bains, LLP P.O. Box 830642 Birmingham, AL 35283

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

1a. ORGANIZATION'S NAME Express Oil Change, LLC						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 190 West Valley Avenue			CITY Birmingham	STATE AL	POSTAL CODE 35209	COUNTRY USA
1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION ltd liability company	1f. JURISDICTION OF ORGANIZATION Delaware	1g. ORGANIZATIONAL ID #, if any DE2595147		<input type="checkbox"/> NONE

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

2a. ORGANIZATION'S NAME						
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
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)

3a. ORGANIZATION'S NAME AmSouth Bank						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 1900 5th Avenue North AST UL			CITY Birmingham,	STATE AL	POSTAL CODE 35203	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

See Schedule I attached hereto and made a part hereof.

5. ALTERNATIVE DESIGNATION [if applicable]:	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [OPTIONAL FEE]		<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2	
8. OPTIONAL FILER REFERENCE DATA 217639-1 filed with the Shelby County JOP, AL						

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

OR	9a. ORGANIZATION'S NAME		
	Express Oil Change, LLC		
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

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11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

OR	11a. ORGANIZATION'S NAME			
	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
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11d. TAX ID #	SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
					<input type="checkbox"/> NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

OR	12a. ORGANIZATION'S NAME			
	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
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13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☒ fixture filing.

14. Description of real estate.

See Exhibit A attached hereto and made a part hereof.

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

- ☐ Debtor is a TRANSMITTING UTILITY
- ☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years
- ☐ Filed in connection with a Public-Finance Transaction — effective 30 years

## Schedule I

Pursuant to Mortgage, Assignment of Leases and Security Agreement dated July 1, 2003 (the "Mortgage") from Express Oil Change, LLC, as debtor (the "Debtor") to AmSouth Bank, as lender and secured party (the "Secured Party") (capitalized terms used herein without definition having the respective meanings assigned in the Mortgage), as security for the Obligations, the Debtor has granted, bargained, sold, transferred, assigned, set-over and conveyed to the Credit Obligor, its successors and assigns, the property and interests in property described in the following Granting Clauses, and the Debtor has granted to the Credit Obligor security title to and a continuing security interest in said property and interests in property and all proceeds and products thereof:

### I.

#### (Project Site and Buildings)

The real property described on Exhibit A attached hereto and interests therein, together with all easements, permits, licenses, rights-of-way, contracts, leases, tenements, hereditaments, appurtenances, rights, privileges and immunities pertaining or applicable to said real property and interests therein, together with all buildings, structures and improvements now or hereafter located on such real property (the "Project Site").

### II.

#### (Personal Property and Fixtures)

(1) All of the Accounts, Equipment, Inventory, and General Intangibles of the Debtor, now existing and acquired or created from time to time hereafter, whether in transit or in the constructive, actual or exclusive possession of the Debtor or of the Credit Obligor or held by the Debtor or others for the Credit Obligor's account and wherever the same may be located, including, without limiting the generality of the foregoing, all Inventory which may be located on the premises of the Debtor or upon the premises of any carriers, forwarding agents, truckers, warehousemen, vendors, selling agents, processors or other third parties;

(2) All goods represented by Accounts, Equipment, Inventory, and General Intangibles;

(3) All such goods that may be reclaimed or repossessed from or returned by Purchasers;

(4) All of the Debtor's rights as an unpaid vendor or lien or, including stoppage in transit, replevin, detinue and reclamation;

(5) Any other property of the Debtor now or hereafter held by the Credit Obligor or by others for the Credit Obligor's account;

(6) All proceeds and products of, and additions and accessions to, any of the items described in (1) through (5) above; and

(7) All books and records (including, without limitation, customer lists, credit files, magnetic, digital and laser tapes and disks, electronic and computer storage media, computer programs, print-outs, and other computer materials and records) of Debtor pertaining to any of (1) through (6) above;

### III.

#### (Condemnation Awards and Insurance Proceeds)

Subject to the provisions hereof respecting application of the following for the purposes and on the terms and conditions set forth herein: (i) all awards or payments, including all interest thereon, together with the right to receive the same, that may be made to the Debtor with respect to the Collateral as a result of the exercise of the right



of eminent domain, any damage to or destruction of the Collateral or any part thereof, or any other injury to or decrease in the value of the Collateral (herein referred to as "Condemnation Awards"), and (ii) all right, title and interest of the Debtor in and to any policies of insurance (and the proceeds thereof) with respect to any damage to or destruction of the Collateral.

#### IV.

##### (Special Funds)

Money and investments from time to time on deposit in, or forming a part of, the funds and accounts established under the Indenture (herein referred to as the "Special Funds"), subject to the prior lien of the Indenture with respect to the Special Funds and the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein.

#### V.

##### (Leases and Rents)

(a) All written or oral leases or other agreements for the use or occupancy of all or any portion of the Collateral with respect to which the Debtor is the lessor and any and all extensions and renewals thereof, now or hereafter existing (collectively, the "Leases");

(b) Any and all guaranties of performance by lessees under the Leases;

(c) The immediate and continuing right to collect and receive all the rents, income, receipts, revenues, issues and profits now due or that may hereafter become due or to which the Debtor may now be or may hereafter (including during the period of redemption, if any) become entitled to demand or claim, arising or issuing from or out of the Leases or from or out of the Collateral, or any part thereof, including but not limited to minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, liquidated damages upon default, the premium payable by any lessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Collateral, together with any and all rights and claims of any kind that the Debtor may have against any such lessee under the Leases or against any sublessees or occupants of the Collateral, all such moneys, rights and claims described in this subparagraph (c) being hereinafter referred to as the "Rents"; provided, however, that so long as no Event of Default has occurred under the Mortgage, the Debtor shall have the right under a license granted hereby (but limited as provided in Section 8.07 of the Mortgage) to collect, receive and retain the Rents (but not prior to accrual thereof); and

(d) Any award, dividend or other payment made hereafter to the Debtor in any court procedure involving any of the lessees under the Leases in any bankruptcy, insolvency or reorganization proceeding in any state or federal court and any and all payments made by lessees in lieu of rent, the Debtor hereby appointing the Credit Obligor as the Debtor's irrevocable attorney-in-fact to appear in any action and collect any such award, dividend or other payment.

#### VI.

##### (Leasehold Estate, Options, and Future Title)

The leasehold estate and interests of the User in and to the Leased Property under the Ground/Improvement Leases as defined on Exhibit C attached hereto, together with all right, title and interest of the User in and to all buildings, structures, improvements and fixtures now or hereafter located upon the Leased Property, together with all right, title and interest of the User in and to all easements, permits, licenses, rights-of-way, contracts, leases, tenements, hereditaments, appurtenances, rights, privileges, and immunities pertaining or applicable to the Leased

Property and interests therein, together with all right, title and interest of the User in and to (i) all other rights, titles and privileges under the Ground/Improvement Leases, and (ii) all modifications, extensions and renewals of the Ground/Improvement Leases and (iii) all options to purchase the Leased Property, or any part thereof, including without limitation each of the options to purchase set forth in the Ground/Improvement Leases, and (iv) all other, further, or additional title (including without limitation fee simple title), estate, options, privileges, interest or rights which the User may now or hereafter acquire in and to the Leased Property.

VII.

(Other)

Any and all other real or personal property of every kind and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred to the Credit Obligor as and for additional security hereunder by the Debtor or by anyone in the behalf of, or with the written consent of, the Debtor.

All of the property described in the foregoing Granting Clauses I through VII, both inclusive, is herein sometimes together referred to as the "Collateral."

PROVIDED: no submission by the Debtor to the Credit Obligor of a schedule or other particular identification of Collateral shall be necessary to vest in the Credit Obligor security title to and a security interest in each and every item of Collateral of the Debtor now existing or hereafter created and acquired, but rather such title and security interest shall vest in the Credit Obligor immediately upon the creation or acquisition of any item of Collateral hereafter created or acquired, without the necessity for any other or further action by the Debtor or by the Credit Obligor and the Debtor shall take such steps and observe such formalities as the Credit Obligor may request from time to time to create and maintain in favor of the Credit Obligor, in accordance with the terms of this Agreement, a valid and first lien upon, security interest in and pledge of all of the Collateral and all other security which the Debtor may grant to the Credit Obligor, whether now existing or created or acquired from time to time hereafter.

TO HAVE AND TO HOLD the Collateral, together with all the rights, privileges and appurtenances thereunto belonging, unto the Credit Obligor, its successors and assigns, forever.

The following terms shall have the following meaning:

Accounts shall mean all accounts, Accounts Receivable, Chattel Paper, chattel mortgages, leases, Instruments, Documents, promissory notes, contracts for receipt of money, conditional sales contracts, and evidences of Debt of or owing to or acquired by Issuer whether now existing or hereafter arising, including, without limitation, (i) all accounts and other rights to payment of money which arise or result from Issuer's selling or other disposition of Issuer's goods or the providing of services by the Issuer, (ii) the proceeds of any insurance and (iii) the return of unearned insurance premiums.

Accounts Receivable shall mean a right to payment for goods sold or leased or for services rendered by the Debtor, whether or not evidenced by an Instrument or Chattel Paper, and shall include a right to payment which has been earned under a Contract Right.

Chattel Paper shall have the meaning attributed to that term under the Alabama Uniform Commercial Code.

Contract Right shall mean any right to payment under a contract not yet earned by performance, whether or not evidenced by an Instrument or Chattel Paper.

Document shall have the meaning attributed to that term under the Alabama Uniform Commercial Code.

**Equipment** shall mean all equipment, machinery, goods and other items of tangible personal property (not included in Inventory) used or useful in connection with the present or future business of the Debtor including without limitation the property described on **Exhibit B**.

**General Intangibles** shall mean all general intangibles as defined in the Alabama Uniform Commercial Code and all causes in action, causes of action and other intangible personal property of the Debtor of every kind and nature (other than Accounts) including, without limitation, corporate or other business records, inventions, designs, patents, patent applications, trademarks, trade names, trade secrets, good will, copyrights, registrations, licenses, franchises, tax refund claims and any guarantee claims, security interests or other security now or hereafter held by or granted to the Debtor to secure payment by a Purchaser of any of the Accounts.

**Ground/Improvement Leases** shall mean those certain lease agreements more particularly described on **Exhibit D** attached hereto whereby the User leases the real property, improvement, benefiting easements, and all other right, title and leasehold interest in and to the Leased Property.

**Instrument** shall have the meaning attributed to that term under the Alabama Uniform Commercial Code.

**Inventory** shall mean goods, merchandise and other personal property now or hereafter held by the Debtor for sale or lease or furnished or to be furnished under contracts of service or otherwise, raw materials, parts, finished goods, work-in-process and supplies and materials used or consumed, or to be used or consumed, in the Debtor's present or any future business, and all such property the sale, lease or other disposition of which has given rise to Accounts and which has been returned to or repossessed or stopped in transit by the Debtor.

**Leased Property** shall mean all real and personal property subject to the demise of any of the Ground/Improvement Leases.

## **EXHIBIT A**

### **[Legal Description]**

Lots 3, 4, 5, 6, 7 and the south ½ of Lot 8, Block 2, according to Nickerson-Scott Survey, as recorded in Map Book 3, page 34, in the Probate Office of Shelby County, Alabama.



**EXHIBIT B  
TO  
MORTGAGE, ASSIGNMENT OF LEASES  
AND SECURITY AGREEMENT**

**Description of Personal Property and Fixtures**

All building materials, equipment, fixtures, tools, apparatus and fittings of every kind or character now owned or hereafter acquired by Express Oil Change, LLC for the purpose of, or used or useful in connection with, the Project, wherever the same may be located, including, without limitation, all lumber and lumber products, bricks, stones, building blocks, sand, cement, roofing materials, paint, doors, windows, hardware, nails, wires, wiring, engines, boilers, furnaces, tanks, motors, generators, switchboards, telephones, telecopy, and other communication equipment and facilities, computers, printers, copy machines, fire detection, suppression and extinguishment facilities, elevators, escalators, plumbing, plumbing fixtures, air-conditioning and heating equipment and appliances, electrical and gas equipment and appliances, stoves, refrigerators, dishwashers, hot water heaters, garbage disposers, trash compactors, other appliances, carpets, rugs, window treatments, lighting, fixtures, pipes, piping, decorative fixtures, and all other building materials, equipment and fixtures of every kind and character used or useful in connection with the Project, including the personal property (if any) described on the attached pages.



EXHIBIT C  
TO  
MORTGAGE, ASSIGNMENT OF LEASES  
AND SECURITY AGREEMENT

Ground/Improvement Leases

3<sup>rd</sup> Avenue West, Birmingham, Alabama

That certain Lease Assignment dated April 18, 2003 by and between Anmar Enterprises, Inc., an Alabama corporation ("Anmar") and Express Oil Change, LLC, a Delaware limited liability company, whereby that certain Lease Agreement dated October 17, 1989 by and between Anmar and James W. Parker was assigned to User.

Huffman, Alabama

That certain Assignment and Assumption Agreement dated February 29, 1996 by and between Express Oil Change, Inc., an Alabama corporation ("Express") and Express Oil Change, LLC, a Delaware limited liability company, whereby that certain Ground Lease dated July 3, 1991, by and between Express and Parkway East Associates, a New Jersey limited partnership was assigned to User.

Drake Avenue, Huntsville, Alabama

That certain Ground Lease dated June 1, 1997, by and between Ben R. Stevens and Huntsville Express, Inc., as the same was assigned to User of even date herewith.

South Parkway, Huntsville, Alabama

That certain Lease Agreement dated January 27, 1997, by and between Sharron P. Culpepper and Mark A. Pressage and Huntsville Express, Inc., as the same was assigned to User of even date herewith.

Hoover, Alabama

That certain Lease Agreement dated February 27, 1996, by and between Jim Lunceford, Inc. and User.