

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

Kelly B. Rushin (205-254-1103)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Kelly B. Rushin
Maynard, Cooper & Gale, P.C.
1901 Sixth Avenue North
2400 AmSouth/Harbert Plaza
Birmingham, AL 35203-261

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

20031202000779750 filed 12/2/2003

1b. This FINANCING STATEMENT AMENDMENT is
to be filed [for record] (or recorded) in the
☒ REAL ESTATE RECORDS.

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. ☐ DELETE name: Give record name to be deleted in item 6a or 6b. ☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

Calera Properties, L.L.C.

OR

6b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

7d. TAX ID #: SSN OR EIN

ADD'L INFO RE
ORGANIZATION
DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any

☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☒ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

The Original Financing Statement is amended to add Schedule I, Schedule II and Exhibit A, the legal description, attached hereto and made a part hereof.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

AmSouth Bank

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. OPTIONAL FILER REFERENCE DATA

File with: Shelby County, Alabama Real Estate Records

961549

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)
20031202000779750 filed 12/2/2003

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT (same as item 9 on Amendment form)		
12a. ORGANIZATION'S NAME		
AmSouth Bank		
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME
		MIDDLE NAME, SUFFIX

13. Use this space for additional information

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SEE ATTACHED LEGAL DESCRIPTION

**SCHEDULE I
TO
UCC FINANCING STATEMENT**

The Property covered by this financing statement includes all of the Company's right, title and interest in, to and under the following described property, whether now owned or hereafter acquired by the Company and whether now existing or hereafter incurred, created, arising or entered into (all of which being hereinafter collectively called the "Collateral"):

I.

Real Property

The real property and interests therein described in Exhibit A attached hereto, 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 (the "Real Property").

II.

Buildings

All buildings, structures and other improvements now or hereafter located on the Real Property (the "Buildings").

III.

Personal Property

All personal property, both tangible and intangible (including replacements, substitutions and after-acquired property) at any time owned by the Company and located on or about the Real Property or used or intended to be used in the operation thereof including, without limitation, all fixtures, furniture, equipment and supplies, accounts receivable and all licenses, permits and other governmental approvals.

IV.

Special Funds Under Indenture

Money and investments from time to time on deposit in, or forming a part of, the Special Funds established under the Indenture; provided, however, that money and investments in the Special Funds may be applied as provided in the Indenture.

V.

**Condemnation Awards
and Insurance Proceeds**

All awards or payments, including all interest thereon, together with the right to receive the same, that may be made to the Company with respect to property constituting part of the Collateral, as a result of the exercise of the right of eminent domain, and all right, title and interest of the Company in and to any policies of insurance (and the proceeds thereof) with respect to any damage to or destruction of such property.

VI.

Leases and Rents

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

(b) Any and all guaranties of performance by lessees or sublessees 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 Company 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 such property, 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 or sublessee 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 such property, together with any and all rights and claims of any kind that the Company may have against any such lessee or sublessee under the Leases or against any sub-sublessees or occupants of such property (the "Rents"); and

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

VII.

Other Property

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 Bank as and for additional security hereunder by the Company or by anyone on behalf of, or with the written consent of, the Company.

As used in this Schedule I, capitalized terms are defined as follows:

"Bank" shall mean the secured party described in this financing statement.

"Company" shall mean the debtor(s), collectively if more than one, described in this financing statement.

"Indenture" shall mean that certain Trust Indenture dated December 1, 2003 between McCullough Oil Bond Issue, L.L.C., an Alabama limited liability company, and The Bank of New York Trust Company of Florida, N.A., a national banking association, and its successors and assigns.

"Special Funds" shall mean all funds and accounts established pursuant to the Indenture, including without limitation the Debt Service Fund, the Note Purchase Fund and the Acquisition Fund established pursuant to the Indenture.

SCHEDULE II
TO
FINANCING STATEMENT

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

(a) All leases and subleases, written or oral, and all agreements for use or occupancy of any portion of the land described on Exhibit A attached hereto and made a part hereof (the "Land") or any improvements, buildings, structures and fixtures now or hereafter located thereon (the "Improvements") with respect to which the Grantor is the lessor or sublessor, including any leases now existing (the "Existing Leases"), any and all extensions and renewals of said leases and agreements and any and all further leases or agreements, now existing or hereafter made, including subleases thereunder, upon or covering the use or occupancy of all or any part of the Land or the Improvements, all such leases, subleases, agreements and tenancies heretofore mentioned (including the Existing Leases), whether entered into before or after the filing by or against the Grantor of any petition for relief under the federal Bankruptcy Code, being covered by this assignment and being hereinafter collectively referred to as the "Leases";

(b) any and all guaranties of the lessee's and any sublessee's performance under any of the Leases;

(c) the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which the Grantor may now or shall hereafter (including during the period of redemption, if any) become entitled or may demand or claim, whether paid or accruing before or after the filing of any petition by or against the Grantor for relief under the federal Bankruptcy Code, arising or issuing from or out of the Leases or from or out of the Land or the Improvements, or any part thereof, including minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges, tax and insurance premium contributions, and liquidated damages following 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 Land or the Improvements, together with any and all rights and claims that the Grantor may now or hereafter have against any such lessee under the Leases or against any subtenants or occupants of the Land or any of the Improvements; and

(d) any award, dividend or other payment made hereafter to the Grantor in any court procedure involving any of the lessees under the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or federal court and any and all payments made by lessees in lieu of rent.

As used in this Schedule II, Grantor means the debtor(s) (collectively, if more than one) described in this financing statement.

EXHIBIT A

Legal Description

Lot 1, of the Amended Plat of Final Plat, McCullough Oil Company's Resurvey of Parts of Lots 1, 2,3, 4, 5, 6, 11, 12, 13, 14, 15 and 16, Block 194 of Dunstan's Map of Calera, as recorded in Map Book 31, Page 9, as recorded in Map Book 31, Page 27 in the Probate Office of Shelby County, Alabama.