

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
B. SEND ACKNOWLEDGMENT TO: (Name and Address)
Ashley S. Harris, Esq. Adams and Reese/Lange Simpson LLP P.O. Box 1348 Mobile, Alabama 36633

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # File No. 1999-04990 Date 2/04/1999	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 <u>one</u> of these two boxes. Also check <u>one</u> 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 WILLIAMSON OIL CO., INC.	
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 <u>one</u> box. Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.	

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 Textron Financial Corporation			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA

County of Shelby, Alabama Loan 35066-01-01/02/03/04/05 Units 173, 175

6 Pages

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)		
File No. 1999-04990 Date 2/04/1999		
12. NAME OF PARTY AUTHORIZING THIS AMENDMENT (same as item 9 on Amendment form)		
12a. ORGANIZATION'S NAME		
Textron Financial Corporation		
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME
		MIDDLE NAME, SUFFIX

13. Use this space for additional information

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

Legal Description: See Exhibit attached hereto and made a part hereof.

**EXHIBIT "A" TO
UCC-1 FINANCING STATEMENT
naming
WILLIAMSON OIL CO., INC.
as Debtor
and
GREEN TREE FINANCIAL SERVICING CORPORATION
as Secured Party**

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DESCRIPTION OF COLLATERAL

Item 5 (continued):

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OR ITEMS OF PROPERTY (THE "COLLATERAL"):

(a) all present and future right, title and interest of Grantor in and to all equipment and fixtures (as those terms are defined in Article 9 of the Alabama Uniform Commercial Code (the "UCC"), and whether existing now or in the future) now or in the future located at, upon or about, or affixed or attached to or installed in, the real property described on Schedule A ("Real Property"), or used or to be used in connection with or otherwise relating to such Real Property or the ownership, use, development, construction, maintenance, management, operation, marketing, leasing or occupancy of such Real Property or used or to be used in the operation of a convenience store business on the Real Property, including furniture, furnishings, fixtures, machinery, tanks, pumps, appliances, building materials and supplies, generators, boilers, furnaces, heating, ventilating and air conditioning equipment, any and all lighting (including without limitation any and all lighting fixtures, lighting pedestals, and flood lights), removable signage of all varieties, sprinkler controls, sprinkler solenoids, sprinkler heads, exterior menu boards and exterior intercom ordering systems, exterior music speakers and pedestals, any and all car wash equipment, sprinklers, and machinery, and any and all personal property of any kind or nature contained in, on, or around and/or associated with in any manner the operation of a convenience store, and all building and construction materials, supplies and equipment incorporated in a convenience store and all machinery, appliances, pipes, conduits, generators, engines, pumps, motors, compressors, boilers, condensing units, disposals, sprinklers, wiring, and furnishings of every kind and description which may be used or useful in connection with the operation of and located inside a convenience store; and any and all gasoline or petroleum equipment for use with gasoline or petroleum products, utensils, parts and spare parts therefor; all outside removable items and any and all ice machines, ice cream machines, warmers, refrigerators, freezers, ovens, and toasters; all security, fire, smoke and other alarm systems; all cash registers and point-of-sale terminals; all computers (hardware and software); all in-store communication devices; together with any and all extensions, additions, improvements, betterments, renewals, fittings, increases, accessories, additions, attachments, parts, proceeds, products, repairs, replacements, rewards, accessions and substitutions of or to any of such property (the "Equipment") but only to the

extent such Equipment is used in the ordinary course of business in the Real Property and excluding goods held for resale or inventory; and

(b) all proceeds of any and all of the foregoing Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Lender is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral.

SCHEDULE A TO
UCC-1 FINANCING STATEMENT
naming
WILLIAMSON OIL CO., INC.
as Debtor
and
GREEN TREE FINANCIAL SERVICING, CORPORATION
as Secured Party

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LEGAL DESCRIPTION OF REAL PROPERTY

Property 1 - Site #173

All that tract or parcel of land lying and being in the SW 1/4 of the NW 1/4 of Section 25, Township 21 South, Range 1 West situated in the City of Columbiana, Shelby County, Alabama, and more particularly described as follows:

Beginning at the intersection of the Southerly right of way line of East College Street (State Highway 25) and the Easterly right of way line of East Milner Street; thence running in an Easterly direction along the Southerly right of way line of East College Street (State Highway 25) a distance of 128.0 feet to the point of beginning; thence turn an angle of 93 deg. 00 min. right running in a Southerly direction a distance of 196.40 feet to an iron pin; thence turn an angle of 93 deg. 00 min. left running in an Easterly direction a distance of 100.0 feet to an iron pin; thence turn at an angle of 87 deg. 00 min. left running in a Northerly direction a distance of 196.40 feet to an iron pin located in the Southerly right of way line of East College Street (State Highway 25); thence turn an angle of 93 deg. 00 min. left running in a Westerly direction along the Southerly right of way of East College Street (State Highway 25) a distance of 100.0 feet to an iron pin and the point of beginning; being situated in Shelby County, Alabama.

Property 2 - Site #175

All that tract or parcel of land lying and being in Lots 438 and 439, according to N.B. Dare's Map and Survey of the Town of Calera, Shelby County, Alabama, and more particularly described as follows:

Beginning at the Northeasterly intersection of the Easterly right of way of Montgomery Avenue (U.S. Highway 31) and the Northerly right of way line of Patton Avenue; thence running in a Northerly direction along the Easterly right of way line of Montgomery Avenue (U.S. Highway 31) a distance of 90 feet, more or less, to an iron pin on the lot line of Lots 438 and 437, said point being the point of beginning; thence continuing in a Northerly direction along the Easterly right of way of Montgomery Avenue (U.S. Highway No. 31) a distance of 120.0 feet to an iron pin; said iron pin being the Northwestern corner of Lot 439; thence running in an Easterly direction along the Northerly property line of Lot 439 and the Southerly right of way line of an alley a distance of 150.0 feet to an iron pin; thence running in a Southerly direction along the easterly property line of Lots 439

and 438 a distance of 120.0 feet to an iron pin; thence running in a Westerly direction along the Southerly property line of Lot 438 and the Northerly property line of lot 437 a distance of 150.0 feet to an iron pin in the Easterly right of way line of Montgomery Avenue (U.S. Highway 31) and the point of beginning; being situated in Shelby County, Alabama.

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Shelby Cnty Judge of Probate, AL
09/07/2004 13:33:00 FILED/CERTIFIED