

20071116000526660 1/10 \$44.00  
Shelby Cnty Judge of Probate, AL  
11/16/2007 01:13:56PM FILED/CERT

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

**Kelly Rushin (205-254-1103)**

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**Kelly Rushin  
Maynard, Cooper & Gale, P.C.  
1901 Sixth Avenue North  
2400 AmSouth/Harbert Plaza  
Birmingham, Alabama 35203-2618**

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

**McCullough Snappy Service Oil Co., Inc.**

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

**1200 Alton Drive**

CITY

**Fultondale**

STATE

**AL**

POSTAL CODE

**35068**

COUNTRY

**USA**

1d. SEE INSTRUCTIONS

ADD'L INFO RE  
ORGANIZATION  
DEBTOR

1e. TYPE OF ORGANIZATION

**corporation**

1f. JURISDICTION OF ORGANIZATION

**Delaware**

1g. ORGANIZATIONAL ID #, if any

☒ 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. SEE INSTRUCTIONS

ADD'L INFO RE  
ORGANIZATION  
DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

☐ 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

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

CITY

STATE

**AL**

POSTAL CODE

**35203**

COUNTRY

**USA**

4. This FINANCING STATEMENT covers the following collateral:

**All types (or items) of property described on Schedule I and Schedule 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 hereto and made a part hereof. The Debtor is the 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.**

5. ALTERNATIVE DESIGNATION [if applicable]: ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING  
6. ☒ 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) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2  
8. OPTIONAL FILER REFERENCE DATA

**File with: Shelby County, Alabama Real Estate Records**

**1561140 (2-2399)**

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

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UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

9a. ORGANIZATION'S NAME	McCullough Snappy Service Oil Co., Inc.		
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

11a. ORGANIZATION'S NAME				
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS	CITY		STATE	POSTAL CODE COUNTRY
11d. SEE INSTRUCTIONS	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)

12a. ORGANIZATION'S NAME				
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS	CITY		STATE	POSTAL CODE COUNTRY

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:

16. Additional collateral description:

See Exhibit A attached hereto.

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

Filed with: Shelby County, Alabama Real Estate Records  
1561168 (2-2399)

FILING OFFICE COPY — UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/22/02)



## **SCHEDULE I TO FINANCING STATEMENT**

The Property covered by this financing statement includes all of the Debtor's right, title and interest in, to and under the following described property, whether now owned or hereafter acquired by the Debtor 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.

### **II.**

#### **Buildings**

All buildings, structures and other improvements now or hereafter located on the real property.

### **III.**

#### **Personal Property**

All personal property, both tangible and intangible (including replacements, substitutions and after-acquired property) at any time owned by the Debtor 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, inventory 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 and the 2006 Indenture attributable to the Mortgagor and the Debtor, provided, however, that money and investments in the Special Funds may be applied as provided in the Indenture and the 2006 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 Debtor 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 Debtor 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 Debtor is the lessor or sublessor and any and all extensions and renewals thereof, now or hereafter existing;

(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 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 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 untenantability caused by destruction or damage to such property, together with any and all rights and claims of any kind that the Debtor may have against any such lessee or sublessee under the Leases or against any sub-sublessees or occupants of such property; and

(d) Any award, dividend or other payment made hereafter to the Debtor 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 Debtor hereby appointing the Secured Party 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 Secured Party as and for additional security hereunder by the Debtor or by anyone on behalf of, or with the written consent of, the Debtor.



The following definitions are hereby incorporated in this Schedule I and shall have the meanings ascribed to them as follows:

**"Debtor"** shall mean McCullough Snappy Service Oil Co., Inc., a Delaware corporation, and its successors and assigns.


**"Secured Party"** shall mean Regions Bank, an Alabama banking corporation, and its successors and assigns.

**"Special Funds"** shall mean all funds and accounts established pursuant to the Indenture and the 2006 Indenture, including without limitation the Debt Service Fund, the Note Purchase Fund and the Acquisition Fund established pursuant to the Indenture and the 2006 Indenture.

**"Indenture"** shall mean that certain Trust Indenture dated December 1, 2003 between the Issuer and the Trustee.

**"2006 Indenture"** shall mean that certain Trust Indenture dated August 1, 2006 between the Debtor and Regions.

**"Trustee"** shall mean The Bank of New York Trust Company of Florida, N.A., a national banking association.

  
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**SCHEDULE II  
TO  
UCC FINANCING STATEMENT**

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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 Borrower is the lessor or sublessor, including the existing leases, if any, described on Exhibit B attached hereto and made a part hereof (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 Borrower 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 Borrower 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 Borrower 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 Borrower 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 Borrower 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, **Borrower** means the debtor(s) described in this financing statement.


EXHIBIT A

  
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(Legal Description)



**EXHIBIT "A"**

  
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A parcel of land located in the SE 1/4 of NE 1/4 and the NE 1/4 of SE 1/4 of Section 24, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the NE corner of the SE 1/4 of the NE 1/4 of said Section 24; thence South 0°0'43" West along the East line of said 1/4-1/4 section a distance of 1,246.86 feet; thence North 89°59'17" West, a distance of 119.01 feet to a point lying on the Westerly right of way line of Shelby County Highway No. 35 and the point of beginning; thence South 26°38'54" West along said right of way line a distance of 160.33 feet; thence South 75°41'54" West a distance of 139.00 feet to a point lying on the Northerly right of way line of Shelby County Highway No. 52; thence North 64°41'16" West along said right of way line a distance of 42.82 feet; thence leaving said right of way line, North 4°43'16" East a distance of 192.40 feet to a point on a curve to the left having a radius of 200.00 feet and subtended by a chord which bears North 87°16'35" East a chord distance of 51.83 feet; thence along the arc of said curve a distance of 51.97 feet to the end of said curve; thence North 79°49'54" East a distance of 31.05 feet to the beginning of a curve to the right having a radius of 150.00 feet and subtended by a chord which bears South 81°45'36" East a chord distance of 94.74 feet; thence along the arc of said curve a distance of 96.39 feet; thence South 63°21'06" East a distance of 59.73 feet to the point of beginning.

Being situated in Shelby County, Alabama.



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**EXHIBIT "A"**

A parcel of land situated in the NE 1/4 of the SE 1/4 of Section 24, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at the SE corner of Section 24, Township 20 South, Range 3 West; thence North 2°28'59" West for a distance of 1639.63 feet to the point of beginning; thence North 2°28'10" West for a distance of 364.29 feet, to the Southwesterly line of a State of Alabama right of way (ROW varies); thence North 61°32'32" West along said right of way for a distance of 312.05 feet, to a point on the Southeasterly right of way of McCain Parkway (60 foot right of way); thence South 16°16'03" West along said right of way for a distance of 372.23 feet, to a point on a curve to the left having a central angle of 9°54'44" and a radius of 1011.24 feet; thence along the arc of said curve and along said right of way for a distance of 174.95 feet, said curve is subtended by a chord bearing South 11°18'41" West and a chord distance of 174.73 feet; thence North 87°51'37" East and leaving said right of way for a distance of 428.89 feet, to the point of beginning. Situated in Shelby County, Alabama.

Less and except any portion of subject property lying within a road right of way including but not limited to that portion of subject property taken or to be taken by the State of Alabama as set out in Lis Pendens recorded in Instrument 20040625000349930, in the Probate Office of Shelby County, Alabama.

EXHIBIT B

(Existing Leases)



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