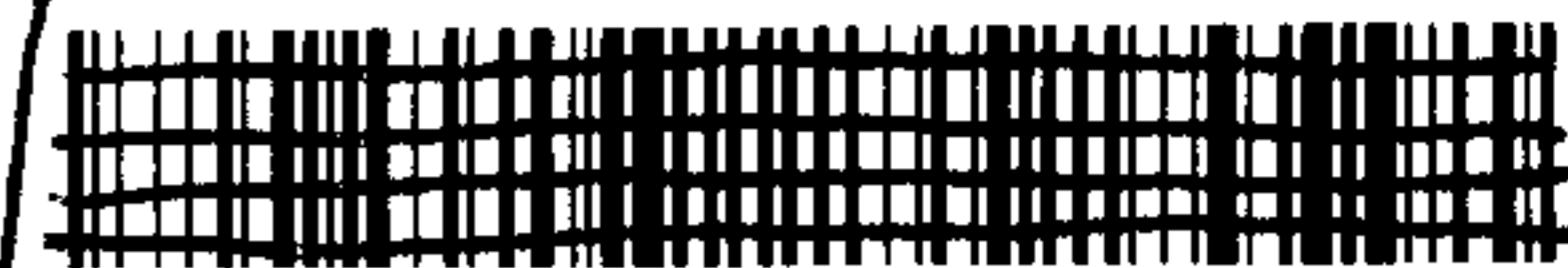




20100428000441400 1/29  
Bk: LR201061 Pg:10032  
Jefferson County, Alabama  
I certify this instrument filed on:  
04/28/2010 08:47:08 AM AGREE  
Judge of Probate- Alan L. King



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Shelby Cnty Judge of Probate, AL  
05/04/2010 02:36:42 PM FILED/CERT



20100415000399590 1/29  
Bk: LR201003 Pg:17177  
Jefferson County, Alabama  
I certify this instrument filed on:  
04/15/2010 03:58:32 PM AGREE  
Judge of Probate- Alan L. King

**CROSS-COLLATERALIZATION AGREEMENT  
AND AMENDMENT TO SECURITY INSTRUMENT**

THIS CROSS-COLLATERALIZATION AGREEMENT AND AMENDMENT TO SECURITY INSTRUMENT (this "Agreement") is made as of the 25th day of February, 2010 by Bryant Bank, ("Lender"), Paul O. Carruth, Jr. and Lindsey B. Carruth (collectively referred to as "Borrower"), Hueycarr, L.L.C., an Alabama limited liability company; 79 Petro, LLC, an Alabama limited liability company, Jeffcarr, LLC; Carruth Petro, LLC; Triangle Petro, LLC, Deerfoot Petro, LLC; Robcar, LLC; and Carruth and Colleagues, LLC (collectively referred to as "Obligors").

**RECITALS**

- A. Lender has made a loan to Borrower in the original principal amount of \$2,000,000.00 (the "Loan"). The Loan is secured by a Loan Security Agreement, Assignment of Life Insurance Policy (collectively referred to as the "Instrument") upon property and life insurance policies included within the definition of "Property" in the Instrument.
- B. Contemporaneously with the making of the Loan, Lender is making other mortgage loans (collectively, the "New Related Loans") to Obligors secured by Mortgages, Security Agreements, and Assignments of Rents and Leases (collectively, the "New Related Instruments") upon certain commercial real properties (collectively, the "New Related Properties") all as more fully set forth on Exhibit "A".

Prior to the making of the Loan, Lender made other mortgage loans (collectively, the "Prior Related Loans") to Borrower and/or affiliates of Borrower, secured by Mortgages, Security Agreements, and Assignments of Rents and Leases (collectively, the "Prior Related Instruments") upon certain commercial real properties (collectively, the "Prior Related Properties") all as more fully set forth on Exhibit "B".

The New Related Loans and the Prior Related Loans are herein collectively referred to as the "Related Loans"; the New Related Instruments and the Prior Related Instruments are herein collectively referred to as the "Related Instruments"; and the New Related Properties and the Prior Related Properties are herein collectively referred to as the "Related Properties".

- C. Borrower and Obligors acknowledge that a condition of Lender making the Loan and the New Related Loans is that the Property serve as collateral for each of the Related Loans and that each of the Related Properties serve as collateral for the

Loan. Borrower and Obligors are executing this Agreement to satisfy such condition. Borrower and Obligors further acknowledges that the benefits derived by Borrower and Obligors from this Agreement and from those certain Cross-Collateralization Agreements entered into or to be entered into in connection with the Related Loans are equivalent to the burdens imposed upon Borrower and the Property by this Agreement, notwithstanding that the Loan and the Related Loans may be of differing amounts.

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meanings indicated:

**"Event of Default"** shall have the meaning set forth in Section 4.

**"Foreclosure"** means a judicial or non-judicial foreclosure of or trustee's sale under the Instrument or a Related Instrument, a deed in lieu of such foreclosure or sale, a sale of any of the Total Property pursuant to lawful order of a court of competent jurisdiction in a bankruptcy case filed under Title 11 of the United States Code, or any other similar disposition of any of the Total Property.

**"Fraudulent Transfer Laws"** means Section 548 of Title 11 of the United States Code or any applicable provisions of comparable state law, including any provisions of the Uniform Fraudulent Conveyance Act or Uniform Fraudulent Transfer Act, as adopted under state law.

**"Indebtedness"** means the "Indebtedness" as defined in the Instrument, exclusive of any sums payable by Borrower solely by reason of this Agreement.

**"Loans"** means the Loan and the Related Loans.

**"Related Borrowers"** means the original borrower under each of the Related Loans (which original borrower may be the Borrower named in this Agreement), and any successor to the interest of each such borrower in any of the Related Properties who acquires such Related Property subject to, or who assumes the obligations under, a Related Instrument.

**"Related Indebtedness"** means the aggregate of the "Indebtedness" as defined in each of the Related Instruments.

**"Related Loan Documents"** means the "Loan Documents" as defined in each of the Related Instruments.

**"Total Indebtedness"** means the aggregate of the Indebtedness plus the Related Indebtedness.

**"Total Loan Documents"** means the "Loan Documents" as defined in the Instrument and the Related Loan Documents. This Agreement is among the Loan Documents as defined in the Instrument, and the Cross-Collateralization Agreements entered into in connection with the Related Loans are among the Related Loan Documents.

**"Total Property"** means the aggregate of the Property and the "Property" described in each of the Related Instruments.

Capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Instrument.

**2. Assumption and Integration of Related Indebtedness; Obligations Absolute.** Borrower and Obligors hereby acknowledge that:

(a) Borrower and Obligors shall pay not only the Indebtedness, but all of the Related Indebtedness in accordance with the Related Loan Documents. Borrower and Obligors and the Related Borrowers are jointly and severally liable for the payment of the Total Indebtedness. Lender at its option may treat the Loan and each of the Related Loans as separate and independent obligations of Borrower and Obligors, or may treat some or all of the Loans, and all or any part of the Total Indebtedness, as a single, integrated indebtedness of Borrower and Obligors.

(b) No invalidity, irregularity or unenforceability of all or any part of the Related Indebtedness shall affect, impair or be a defense to the recovery by Lender of the Indebtedness.

(c) It is the intention of Lender and Borrower and Obligors that Borrower and Obligor's obligations to pay the Related Indebtedness shall be independent, primary, and absolute, and shall be performed without demand by Lender and shall be unconditional irrespective of the genuineness, validity, regularity or enforceability of any of the Related Loan Documents, and without regard to any circumstance, other than payment in full of the Related Indebtedness, which might otherwise constitute a legal or equitable discharge of a borrower, a mortgagor, a surety, or a guarantor. Borrower and Obligors waive, to the fullest extent permitted by law, all rights to require Lender to proceed against any Related Borrower or against any guarantor of any of the Total Indebtedness or to pursue any other right or remedy Lender may now or hereafter have against any Related Borrower or any collateral for any of the Total Indebtedness.

**3. Amendment of Instrument and Related Instruments to Grant Additional Security.** The Instrument and Related Instruments are hereby amended to provide that each separate Instrument and Related Instruments secures the obligation of Borrower and Obligors and the Related Borrowers to pay the Related Indebtedness as well as the obligation of Borrower and Obligors and the Related Borrowers to pay the Indebtedness.

Borrower, Obligors, and Related Borrowers hereby irrevocably mortgage, grant, convey and assign to Lender each separate Property and Related Properties, to secure to Lender payment of the Related Indebtedness and performance of the covenants and agreements contained in the Related Loan Documents, as well as to secure to Lender payment of the Indebtedness and performance of the covenants and agreements contained in the Loan Documents.

**4. Events of Default.** Each of the following events shall constitute an "Event of Default" under this Agreement:

(a) a default or breach by Borrower or Obligors of any provision of this Agreement; and

(b) any event or condition constituting an "Event of Default" under any of the Total Loan Documents;

(c) a failure of Borrower to maintain a debt service coverage ratio (DSCR) of 1.30: 1 defined as EBIDA/CMLTD plus Interest on all Loans to Borrower or Obligors and a loan to value ratio (LTV) of not more than eighty percent (80%) plus an LTV of the Total Property of fifty percent (50%) for the Total Enterprise.

**5. Amendment of Instrument to Provide for Cross-Default.** The Instrument and Related Instruments are hereby amended to provide that any Event of Default under this Agreement, the Instrument, or the Related Instruments shall constitute an Event of Default under the Instrument and the Related Instruments.

**6. Remedies.**

(a) Upon the occurrence of an Event of Default, Lender, in its sole and absolute discretion, may exercise any or some or all of the following remedies, in such order and at such time or times as Lender shall elect:

(i) declare immediately due and payable the entire Total Indebtedness or any portion thereof; and

(ii) exercise any or some or all of Lender's rights and remedies under this Agreement, any of the Total Loan Documents, or applicable law.

(b) Lender may exercise such remedies in one or more proceedings, whether contemporaneous or consecutive or a combination of both, to be determined by Lender in Lender's sole discretion. Lender may enforce its rights against the Property or the Total Property, or any portions of the Property or the Total Property, in such order and manner

as Lender may elect in Lender's sole discretion. The enforcement of the Instrument or any Related Instrument or any other of the Total Loan Documents shall not constitute an election of remedies, and shall not limit or preclude the enforcement of the Instrument or any other Related Instrument or any other of the Total Loan Documents, through one or more additional proceedings. Lender may bring any action or proceeding, including but not limited to foreclosure proceedings, without regard to the fact that one or more other proceedings may have been commenced elsewhere with respect to other of the Total Property or any portion thereof. Borrower and Obligors, for itself and for any and all persons or entities now or in the future holding or claiming any lien on, security interest in, or other interest or right of any nature in or to any of the Property, hereby unconditionally and irrevocably waives any rights Borrower may have, now or in the future, whether at law or in equity, to require Lender to enforce or exercise any of Lender's rights or remedies under this Agreement, under the Instrument, or under any other of the Total Loan Document in any particular manner or order or in any particular state or county, or to apply the proceeds of any foreclosure in any particular manner or order

(c) No judgment obtained by Lender in any proceeding enforcing any of the Total Loan Documents shall merge any of the Total Indebtedness into that judgment, and all Total Indebtedness that remains unpaid shall remain a continuing obligation of Borrower and Obligors. Notwithstanding any foreclosure of the Instrument or any of the Related Instruments, Borrower and Obligors shall remain bound under this Agreement.

**7. Application of Proceeds.** Proceeds of the enforcement or foreclosure of the Instrument or any Related Instrument shall be applied to the payment of the Total Indebtedness (including prepayment premiums) in such order as Lender may determine in Lender's sole discretion.

**8. Adjustment of Obligations.** If Borrower's or Obligor's incurring of the obligation to pay the Related Indebtedness provided for in Section 2 above, or the amendment of the Instrument provided for in Section 3 above, becomes subject to avoidance under any Fraudulent Transfer Law, then automatically, the Related Indebtedness for which Borrower and Obligors will be liable and the amount of the Related Indebtedness for which the Property shall constitute security, shall be limited to the largest amount that would not be subject to avoidance under such Fraudulent Transfer Law. At any time at Lender's sole option, Lender may record among the Land Records a complete or partial termination of this Agreement evidencing Lender's election to treat this Agreement as null and void with respect to one or more or all of the Property and the Related Properties (the "Terminated Properties"). Borrower and Obligors, at Lender's request, will join in any such termination or partial termination, and Borrower hereby irrevocably appoints Lender as Borrower and Obligor's agent and attorney-in-fact to execute, deliver and record such termination or partial termination in Borrower's and Obligor's name. Following any such termination or partial termination of this Agreement, Lender may enforce the Instrument and other Loan



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Documents in accordance with their respective terms as if this Agreement had never been executed and delivered as to the Terminated Properties.

**9. Borrower's Rights of Subrogation, Etc.** Until the Total Indebtedness has been paid in full and there has expired the maximum possible period thereafter during which any payment to Lender with respect to the Total Indebtedness could be deemed a preference under the United States Bankruptcy Code, Borrower and Obligors shall have no right of, and hereby waives any claim for, subrogation, contribution, reimbursement or indemnity (whether contractual, statutory, equitable, under common law or otherwise) which Borrower or Obligors has now or may have in the future against any of the Related Borrowers or any of the Related Properties or against any guarantor or security for any of the Total Indebtedness. Borrower and Obligors understand that the exercise by Lender of certain rights and remedies contained in the Instrument or any one or more of the Related Instruments may affect or eliminate Borrower and Obligor's right of subrogation against a Related Borrower and that Borrower and Obligors may therefore incur a partially or totally non-reimbursable liability under this Agreement. Nevertheless, Borrower and Obligors hereby authorize and empowers Lender, in Lender's sole and absolute discretion, to exercise any right or remedy, or any combination thereof, which may then be available.

**10. Subordination of Obligations to Borrower or Obligors.** Any indebtedness or other obligation of a Related Borrower held by Borrower or Obligors shall be subordinate to the rights of Lender against that Related Borrower. If Lender so requests at a time when an Event of Default has occurred, Borrower shall enforce and collect any such indebtedness or other obligation as trustee for Lender and shall pay over to Lender any amount collected, on account of the Total Indebtedness.

**11. Lender's Rights.** At any time and from time to time and without the consent of, or notice to, Borrower, without incurring liability to Borrower, and without impairing or releasing Borrower's liability for the Related Indebtedness, Lender may:

(a) change the manner, place or terms of payment, or change or extend the time of payment of, or renew, increase, accelerate or alter, any of the Related Indebtedness, any security for the Related Indebtedness, or any liability incurred directly or indirectly with respect to the Related Indebtedness;

(b) take and hold security for the payment of any of the Related Indebtedness, and sell, exchange, release, surrender, realize upon or otherwise deal with in any manner and in any order any property pledged or mortgaged to secure any of the Related Indebtedness;

(c) exercise or refrain from exercising any rights against Borrower, any Related Borrower, the Property, or any Related Properties;

(d) release or substitute any one or more endorsers, guarantors, or other obligors with respect to any of the Related Indebtedness;

(e) settle or compromise any of the Related Indebtedness, or subordinate the payment of all or any part of the Related Indebtedness to the payment of any liability (whether due or not) of any Related Borrower to its creditors other than Lender; and

(f) consent to or waive any breach by Borrower and Obligors or any Related Borrower of, or any act, omission or default by Borrower and Obligors or any Related Borrower under, this Agreement or any of the Total Loan Documents.

**12. Waivers of Presentment, Marshalling, Certain Suretyship Defenses, etc.**

(a) With respect to its obligations under this Agreement and the Total Loan Documents, Borrower and Obligors waive presentment, demand, notice of dishonor, protest, notice of acceleration, notice of intent to demand or accelerate payment or maturity, presentment for payment, notice of nonpayment, grace, and diligence in collecting such obligations.

(b) Lender shall have the right to determine in Lender's discretion whether and the order in which any or all of the Total Property or portions thereof shall be subjected to the remedies provided in the Total Loan Documents or applicable law. Lender shall have the right to determine in Lender's discretion the order in which any or all portions of the Total Indebtedness are satisfied from the proceeds realized upon the exercise of such remedies. Borrower, Obligors and any party who now or in the future acquires a lien on or security interest or other interest in any of the Property hereby unconditionally and irrevocably waives any and all right to require the marshalling of assets or to require that any of the Total Property or portions thereof be sold in the inverse order of alienation or in parcels or as an entirety in connection with the exercise of any such remedies.

**13. Limited-Recourse Liability.** Borrower's and Obligor's personal liability (liability beyond Borrower's interest in the Property) for the Related Indebtedness shall be limited to the same extent as the personal liability of the Related Borrowers is limited in the Related Loan Documents.

**14. Release Provisions.** In the event the Obligor shall need and request from Lender a release of the Related Property it owns, Lender shall release its security interest in such Related Property and release such Obligor from this Agreement upon payment in full by Obligor of its Related Loan and the satisfaction of the following conditions:

- (i) Lender has received from Borrower at least thirty (30) days' prior written notice of the date proposed for such release (the "Release Date").

- (ii) No Event of Default has occurred and no event or circumstance exists on the Release Date which with the giving of notice or the passage of time or both could constitute such an Event of Default.
- (iii) The Property and Related Properties which would remain as security for the remaining Total Indebtedness must meet the following requirements:
  - (A) a debt service coverage ratio (DSCR) as of the Release Date of not less than the greater of (x) 1.30: 1 defined as EBIDA/CMLTD plus Interest on all Loans to Borrower and Obligors and (y) the DSCR of the Total Property prior to the release; and
  - (B) a loan to value ratio (LTV) as of the Release Date of not more than (x) eighty percent (80%) for the Total Property and (y) an LTV of fifty percent (50%) for the Total Enterprise prior to the release. When calculating the DSCRs, Lender shall apply a 15-year amortization to such calculation. If the Loan or any of the Related Loans provides for a variable interest rate and the Note provides for a "Capped Interest Rate", in the calculating DSCRs, Lender shall use the applicable Capped Interest Rate as the interest rate for Loan or Related Loan. If the Loan or any of the Related Loans provides for a variable interest rate and Borrower or the applicable Related Borrower is required to maintain in effect a third party interest rate cap, in the calculating DSCRs, Lender shall use the applicable required strike rate or maximum index rate plus the applicable "Margin" as the interest rate for the Loan or Related Loan. If the Loan or any of the Related Loans provides for a variable interest rate and the Note does not provide for a "Capped Interest Rate" and Borrower or the applicable Related Borrower is not required to maintain a third party interest rate cap, in the calculating DSCRs, Lender shall use the interest rate in effect at the time of the calculation plus one (1) percentage point (100 basis points) as the interest rate for Loan or Related Loan. Borrower shall provide Lender such financial statements and other information as Lender may require to make the determinations hereunder, certified by the chief financial officer of Borrower as being true, correct and complete in all material respects. In addition, Lender, at Borrower's expense, may obtain MAI appraisals of any of the Total Property in order to assist Lender in making the determinations hereunder.

15. **Notices.** All notices to Borrower or Obligors under this Agreement shall be in writing and shall be given in the manner provided in the Instrument for notices to

Borrower. All notices to Lender by Borrower and Obligors under this Agreement shall be in writing and shall be given in the manner in the Instrument for notices to Lender.

**16. Governing Law; Jurisdiction and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. Borrower and Obligors irrevocably submits to the jurisdiction of the federal and state courts sitting in Jefferson County, Alabama. Borrower and Obligors hereby submits to the *in personam* jurisdiction of each such court in any matter involving this Agreement. Borrower and Obligors irrevocably waives, to the fullest extent permitted under applicable law, any objections it may now or hereafter have to the venue of any suit, action or proceeding brought in any such court and any claim that the same has been brought in an inconvenient forum. Borrower and Obligors acknowledge that it has received material and substantial consideration for the cross-collateralization of the Property and the Related Properties and that the foregoing venue provision is integral to the Lender's realization of its rights hereunder. Borrower and Obligors further acknowledge that it is not in disparate bargaining position, that it is a commercial enterprise, with sophisticated financial, legal and economic experience, that the venue selections contained herein are not unreasonable, unjust, inconvenient or overreaching.

**17. Captions, Cross References and Exhibits.** The captions assigned to provisions of this Agreement are for convenience only and shall be disregarded in construing this Agreement. Any reference in this Agreement to a "Section", a "Subsection" or an "Exhibit" shall, unless otherwise explicitly provided, be construed as referring to a section of this Agreement, to a subsection of the section of this Agreement in which the reference appears or to an Exhibit attached to this Agreement. All Exhibits referred to in this Agreement are hereby incorporated by reference.

**18. Number and Gender.** Use of the singular in this Agreement includes the plural, use of the plural includes the singular, and use of one gender includes all other genders, as the context may require.

**19. Statutes and Regulations.** Any reference in this Agreement to a statute or regulation shall include all amendments to and successors to such statute or regulation, whether adopted before or after the date of this Agreement.

**20. No Partnership.** This Agreement is not intended to, and shall not, create a partnership or joint venture among the parties, and no party to this Agreement shall have the power or authority to bind any other party except as explicitly provided in this Agreement.

**21. Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors, and assigns.



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22. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity of any other provision, and all other provisions shall remain in full force and effect.

23. **Waiver; No Remedy Exclusive.** Any forbearance by a party to this Agreement in exercising any right or remedy given under this Agreement or existing at law or in equity shall not constitute a waiver of or preclude the exercise of that or any other right or remedy. Unless otherwise explicitly provided, no remedy under this Agreement is intended to be exclusive of any other available remedy, but each remedy shall be cumulative and shall be in addition to other remedies given under this Agreement or existing at law or in equity.


24. **Third Party Beneficiaries.** Neither any creditor of any party to this Agreement, nor any other person, is intended to be a third party beneficiary of this Agreement.

25. **Course of Dealing.** No course of dealing among the parties to this Agreement shall operate as a waiver of any rights of any party under this Agreement.

26. **Further Assurances and Corrective Instruments.** To the extent permitted by law, the parties shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements to this Agreement and such further instruments as may reasonably be required for carrying out the intention of or facilitating the performance of this Agreement.


27. **No Party Deemed Drafter.** No party shall be deemed the drafter of this Agreement, and this Agreement shall not be construed against either party as the drafter of the Agreement.


28. **WAIVER OF TRIAL BY JURY.** BORROWER AND LENDER EACH (A) COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS AGREEMENT THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

  
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IN WITNESS WHEREOF, dated this the 25<sup>th</sup> day of February, 2010.

Borrower:


  
Paul O. Carruth, Jr.


  
Lindsey B. Carruth

STATE OF ALABAMA       )  
JEFFERSON COUNTY       )

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Paul Ott Carruth, Jr. and Lindsey B. Carruth whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that being informed of the contents of said instrument, they executed the same voluntarily and as their act on the day the same bears date.

Given under my hand and official seal this the 25<sup>th</sup> day of February, 2010.

  
Lorrie Maples Parker Notary Public  
My Commission Expires: 10/16/2011

  
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Shelby Cnty Judge of Probate, AL  
05/04/2010 02:36:42 PM FILED/CERT

IN WITNESS WHEREOF, dated this the 25<sup>th</sup> day of February, 2010.

Obligors:

Hueycarr, L.L.C., an Alabama limited liability company


  
By: Paul Ott Carruth, Jr. Authorized Member

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Paul Ott Carruth, Jr. whose name as Authorized Member of Hueycarr, LLC, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company in his capacity as Authorized Member of said limited liability company.

Witness under my hand and official seal this the 25<sup>th</sup> day of February, 2010.

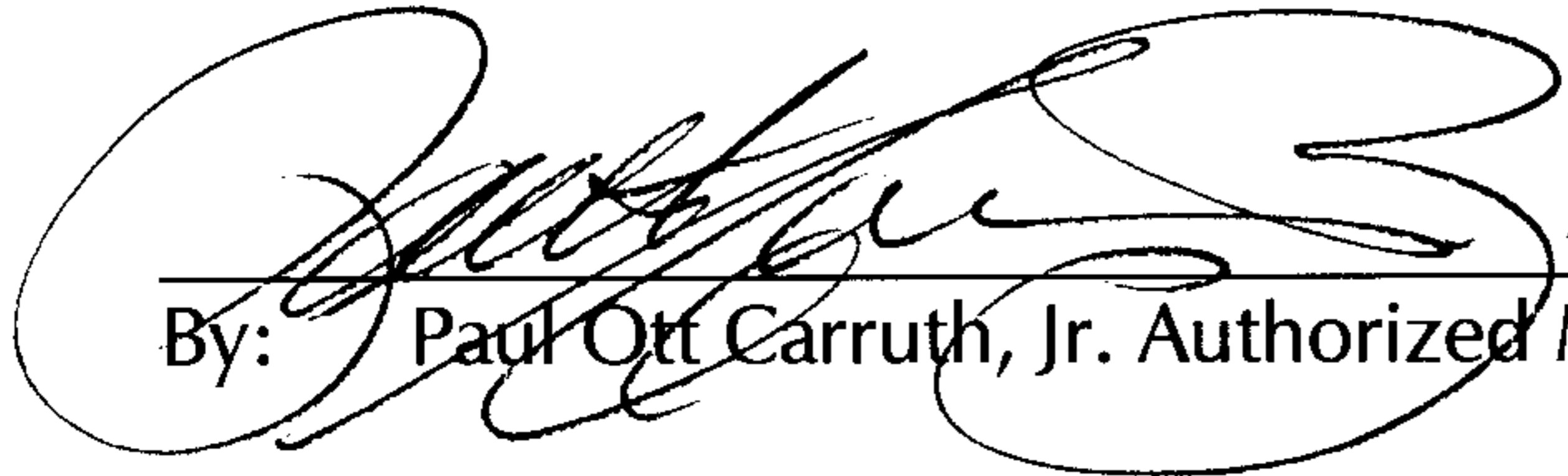
  
Lorrie Maples Parker, Notary Public  
My Commission Expires: 10/16/2011

  
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Shelby Cnty Judge of Probate, AL  
05/04/2010 02:36:42 PM FILED/CERT

IN WITNESS WHEREOF, dated this the 25<sup>th</sup> day of February, 2010.

**Obligors:**

79 Petro, LLC, an Alabama limited liability company

  
By: Paul Ott Carruth, Jr. Authorized Member

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Paul Ott Carruth, Jr. whose name as Authorized Member of 79 Petro, LLC, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company in his capacity as Authorized Member of said limited liability company.

Witness under my hand and official seal this the 25<sup>th</sup> day of February, 2010.

  
Lorrie Maples Parker, Notary Public  
My Commission Expires: 10/16/2011

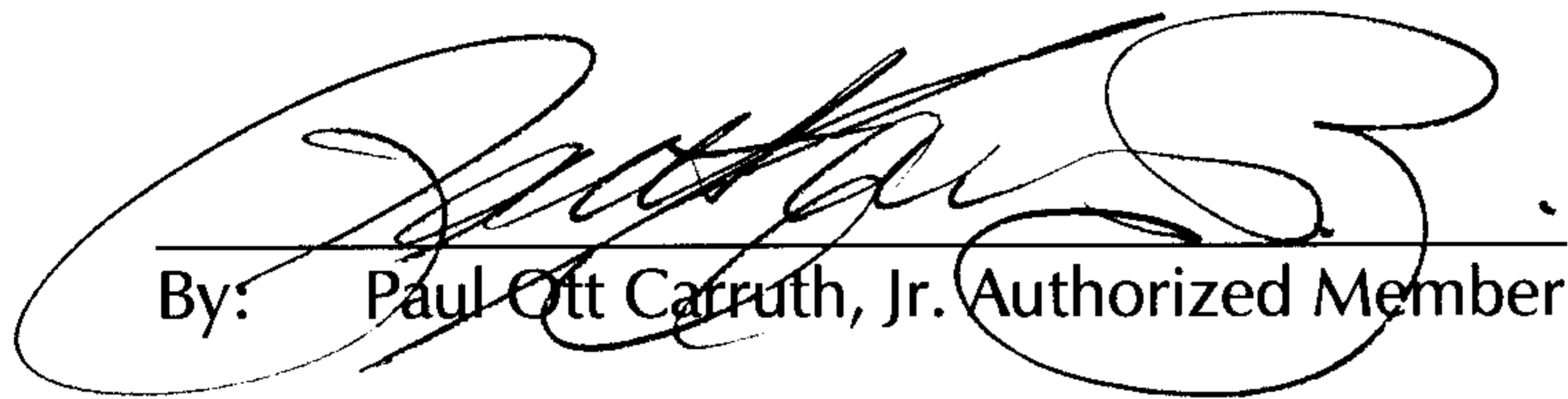


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Shelby Cnty Judge of Probate, AL  
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IN WITNESS WHEREOF, dated this the 25<sup>th</sup> day of February, 2010.

Obligors:

Jeffcarr, LLC


  
By: Paul Ott Carruth, Jr. Authorized Member

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Paul Ott Carruth, Jr. whose name as Authorized Member of Jeffcarr, LLC, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company in his capacity as Authorized Member of said limited liability company.

Witness under my hand and official seal this the 25<sup>th</sup> day of February, 2010.

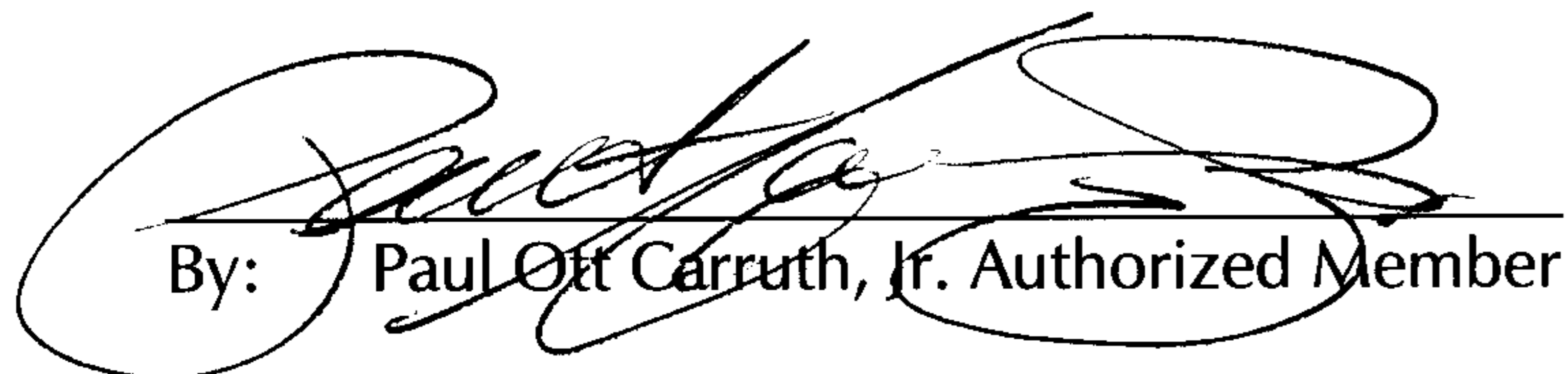
  
\_\_\_\_\_  
Lorrie Maples Parker, Notary Public  
My Commission Expires: 10/16/2011

  
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IN WITNESS WHEREOF, dated this the 25<sup>th</sup> day of February, 2010.

Obligors:


Carruth Petro, LLC

  
By: Paul Ott Carruth, Jr. Authorized Member

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Paul Ott Carruth, Jr. whose name as Authorized Member of Carruth Petro, LLC, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company in his capacity as Authorized Member of said limited liability company.

Witness under my hand and official seal this the 25<sup>th</sup> day of February, 2010.

  
\_\_\_\_\_  
Lorrie Maples Parker, Notary Public  
My Commission Expires: 10/16/2011

IN WITNESS WHEREOF, dated this the 25<sup>th</sup> day of February, 2010.

Obligors:

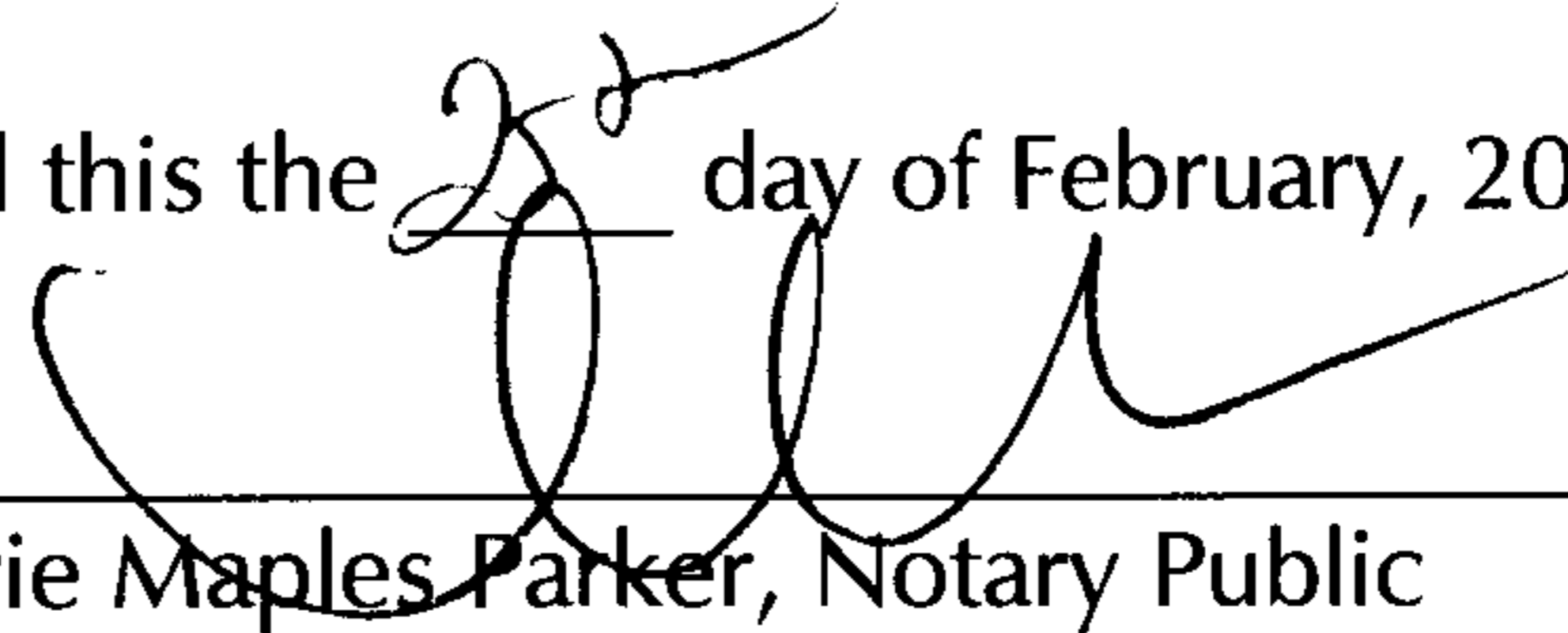
Triangle Petro, LLC


  
By: Paul Ott Carruth, Jr. Authorized Member

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Paul Ott Carruth, Jr. whose name as Authorized Member of Triangle Petro, LLC, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company in his capacity as Authorized Member of said limited liability company.

Witness under my hand and official seal this the 25<sup>th</sup> day of February, 2010.

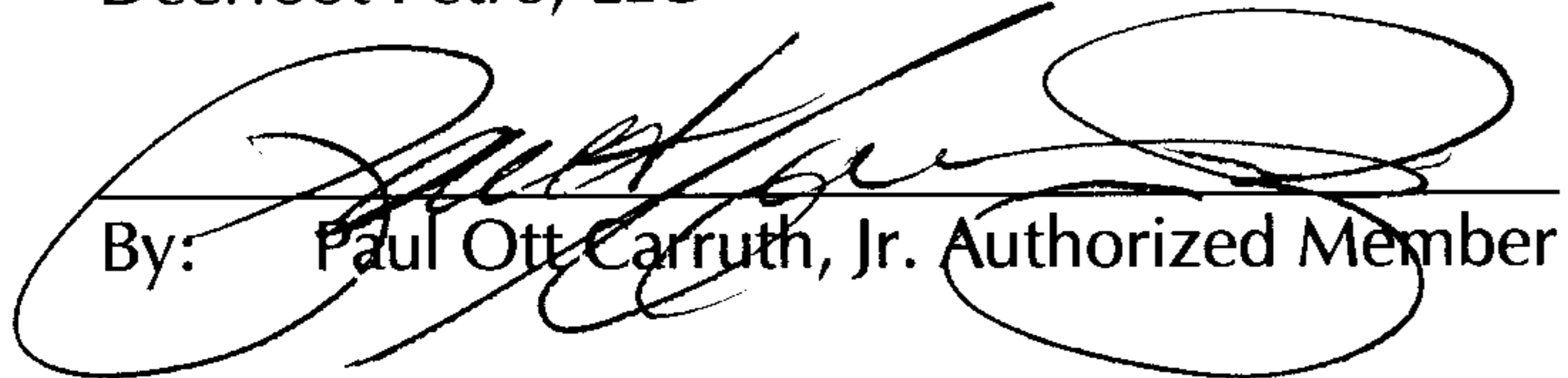
  
\_\_\_\_\_  
Lorrie Maples Parker, Notary Public  
My Commission Expires: 10/16/2011

  
20100504000137690 16/29 \$103.00  
Shelby Cnty Judge of Probate, AL  
05/04/2010 02:36:42 PM FILED/CERT

IN WITNESS WHEREOF, dated this the 25<sup>th</sup> day of February, 2010.

Obligors:

Deerfoot Petro, LLC


By:  Paul Ott Carruth, Jr. Authorized Member

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Paul Ott Carruth, Jr. whose name as Authorized Member of Deerfoot Petro, LLC, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company in his capacity as Authorized Member of said limited liability company.

Witness under my hand and official seal this the 25<sup>th</sup> day of February, 2010.

  
\_\_\_\_\_  
Lorrie Maples Parker, Notary Public  
My Commission Expires: 10/16/2011

  
20100504000137690 17/29 \$103.00  
Shelby Cnty Judge of Probate, AL  
05/04/2010 02:36:42 PM FILED/CERT

IN WITNESS WHEREOF, dated this the 25<sup>th</sup> day of February, 2010.

Obligors:

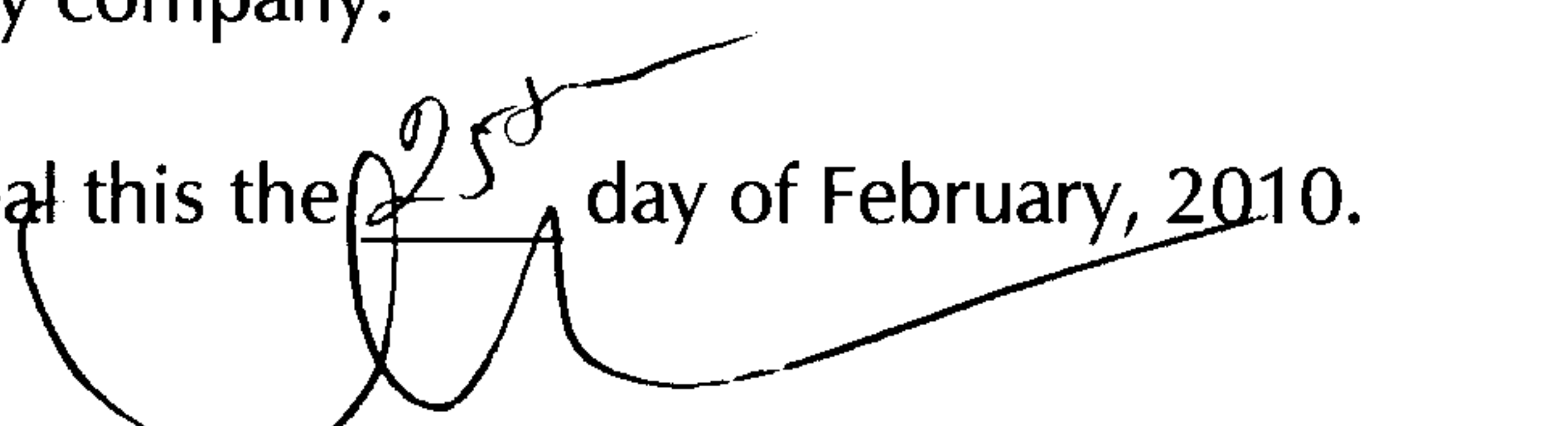
Robcar, LLC


  
By: Paul Ott Carruth, Jr. Authorized Member

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Paul Ott Carruth, Jr. whose name as Authorized Member of Robcar, LLC, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company in his capacity as Authorized Member of said limited liability company.

Witness under my hand and official seal this the 25<sup>th</sup> day of February, 2010.

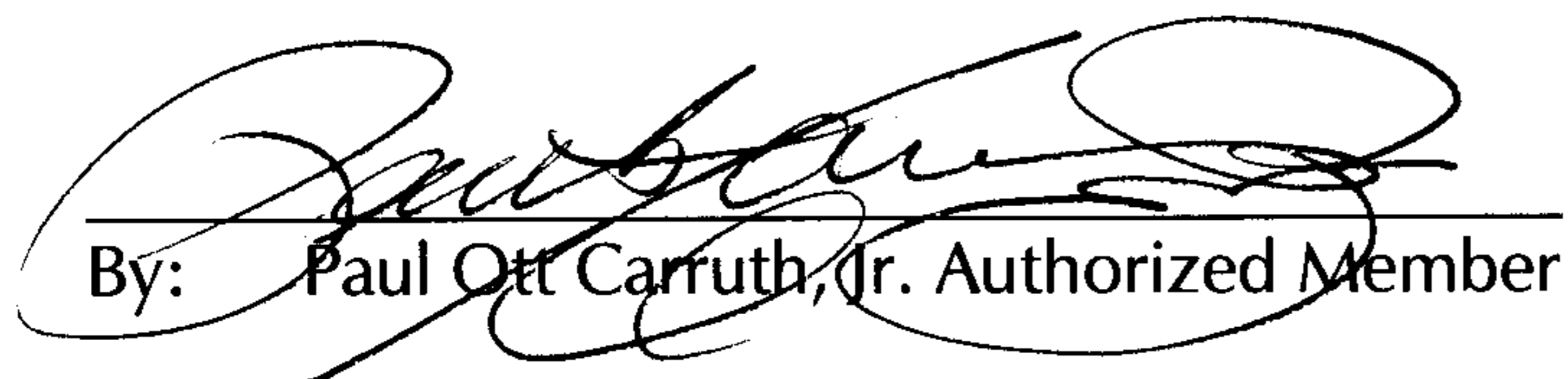
  
Lorrie Maples Parker, Notary Public  
My Commission Expires: 10/16/2011

  
20100504000137690 18/29 \$103.00  
Shelby Cnty Judge of Probate, AL  
05/04/2010 02:36:42 PM FILED/CERT

IN WITNESS WHEREOF, dated this the 25<sup>th</sup> day of February, 2010.

Obligors:

Carruth and Colleagues, LLC (collectively referred to as "Obligors

  
By: Paul Ott Carruth, Jr. Authorized Member

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Paul Ott Carruth, Jr. whose name as Authorized Member of Carruth and Colleagues, LLC, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company in his capacity as Authorized Member of said limited liability company.

Witness under my hand and official seal this the 25<sup>th</sup> day of February, 2010.

  
\_\_\_\_\_  
Lorrie Maples Parker, Notary Public  
My Commission Expires: 10/16/2011



20100504000137690 19/29 \$103.00  
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## EXHIBIT A

### New Related Properties

\$960,309.16	Hueycarr, LLC	3030 Allison Bonnett Memorial Drive Hueytown, AL 35023	Real Estate Mortgage  Assignment of Leases and Rents  UCC 1	LR 201060 Pg 20895  LR 201060 Pg 20904  LR 201060 Pg 20912	Jefferson (Bessemer)
\$781,112.57	79 Petro, LLC	5315 Highway 79 Pinson, AL 35126	Real Estate Mortgage  Assignment of Leases and Rents  UCC 1	LR 201002 Pg 12349  LR 201002 Pg 12358  LR 201002 Pg 12366	Jefferson (Birmingham)


  
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Exhibit A-1  
Legal Description for New Related Properties

3030 Allison Bonnett Memorial Drive, Hueytown, AL 35023 described as follows:

PARCEL #1:

Begin at the Northwest corner of Lot 5, HueyCarr Survey, being a Resurvey of Lot 5 of J. V. Huey's Estate and Acreage, as recorded in Map Book 32, Page 80, in the Office of Probate, Jefferson County, Alabama, said point also being on a curve to the left with a radius of 1432.69 feet, central angle of 10 degrees 40 minutes 11 seconds and a chord length of 266.41 feet; thence continue along the Northerly line of said lot and arc of said curve in a Northeasterly direction for a distance of 266.80 feet to a point on the Northwesterly right of way line of Knight Avenue; thence turn an interior angle from chord of said curve 72 degrees 08 minutes 05 seconds to the left and run along said right of way line in a Southwesterly direction for a distance of 217.59 feet; thence turn an interior angle of 145 degrees 48 minutes 00 seconds to the left and run in a Southwesterly direction for a distance of 28.42 feet to a point on the Northwesterly right of way line of Allison-Bonnett Memorial Drive; thence turn an interior angle of 135 degrees 00 minutes 00 seconds to the left and run along said right of way line in a Southwesterly direction for a distance of 89.22 feet; thence turn an interior angle of 217 degrees 16 minutes 00 seconds to the left and run in a Southeasterly direction for a distance of 5.40 feet to a point on a curve to the left with a radius of 2879.79 feet, a central angle of 00 degrees 21 minutes 25 seconds and a chord length of 17.94 feet; thence turn an interior angle of chord of said curve of 89 degrees 24 minutes 17 seconds to the left and run in a Southwesterly direction along the arc of said curve for a distance of 17.94 feet; thence turn an interior angle of 180 degrees 10 minutes 17 seconds from chord of said curve and run in a Southwesterly direction for a distance of 98.57 feet; thence turn an interior angle of 88 degrees 34 minutes 44 seconds to the left and run in a Northwesterly direction leaving said right of way line for a distance of 208.15 feet to the point of beginning.

PARCEL #2:

Rights obtained under that certain easement across the Southerly 10 feet of Lot 4, according to the Map of J. V. Huey's Estate, as recorded in Map Book 5, Page 22, in the Probate Office of Jefferson County, Alabama, Bessemer Division, as recorded in Instrument No. 9860/3294.


  
20100504000137690 21/29 \$103.00  
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05/04/2010 02:36:42 PM FILED/CERT

Exhibit A-1 continued

Legal Description for New Related Properties

5315 Highway 79, Pinson, AL 35126 described as follows:

Commence at the SW corner of Section 31, Township 15 South, Range 1 West; thence run Northerly along the West line thereof for 672.77 feet to the centerline of Pinson Road; thence 22 degrees 48 minutes right run Northeasterly along the centerline of said road for 812.77 feet; thence 83 degrees 55 minutes left run Northwesterly 25.14 feet to the westerly right of way of said road and the point of beginning; thence continue last described course for 238.29 feet to the easterly right of way of Alabama State Highway 79; thence run Southwesterly along said right of ways a chord distance of 358.9 feet, more or less, to the northerly right of way of the extension of Sweeney Hollow Road; thence run Southeasterly along last said right of way for 170 feet, more or less, to the westerly right of way of Pinson Road; thence run Northeasterly along last said right of way for 309.51 feet, more or less, to the point of beginning.

The above description contains all that land described in Deed in Deed Book 1508 Page 42, Deed Book 9909, Page 6486, Deed Book 1517, Page 198. Less and except that part within the right of way of the extension of Sweeney Hollow Road.

Situated in Jefferson County, Alabama



20100504000137690 22/29 \$103.00  
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05/04/2010 02:36:42 PM FILED/CERT

# Exhibit "B"

## Prior Related Properties

\$676,713.14	Jeffcarr, LLC	7921 Helena Road Pelham, AL 35124	Real Estate Mortgage Assignment of Leases and Rents UCC 1	200818230000479170 200818230000479180 200818230000479190	Shelby
\$551,800.00	Carruth Petro, LLC	3597 Jaybird Road Brighton, AL 35020	Real Estate Mortgage Assignment of Leases and Rents UCC 1	LR 200960 Pg 8062 LR 200960 Pg 8071 LR 200960 Pg 8079	Jefferson (Bessemer)
\$660,775.67	Triangle Petro, LLC	9245 Parkway East Birmingham, AL 35215	Mortgage, Security Agreement and Assignment of Rents and Leases (Leasehold Mortgage) Assignment of Leases and Rents UCC 1	LR 200813 Page 10059 LR 200813 Pg 10075 LR 200813 Pg 10083	Jefferson (Birmingham)
\$362,853.86	Deerfoot Petro, LLC	2801 9 <sup>th</sup> Avenue Bessemer, AL 35020	Real Estate Mortgage Assignment of Leases and Rents UCC 1	LR 200865 Pg 13844 LR 200865 Pg 13853 LR 200865 Pg 13861	Jefferson (Bessemer)
\$443,054.54	Robcar, LLC	1091 1 <sup>st</sup> Street South Alabaster, AL 35007	Real Estate Mortgage Assignment of Leases and Rents UCC 1	20081230000479070 20081230000479080 20081230000479090	Shelby
\$657,896.56	Carruth and Colleagues, LLC	1301 Alford Avenue Hoover, AL 35226	Real Estate Mortgage Assignment of Leases and Rents UCC 1	LR 200813 Pg 6333 LR 200813 Pg 6342 LR 200813 Pg 6350	Jefferson (Birmingham)



20100504000137690 23/29 \$103.00  
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05/04/2010 02:36:42 PM FILED/CERT

Exhibit B-1

Legal Description for Prior Related Properties  
(Jeffcarr, LLC)

7921 Helena Road, Pelham, Alabama described as follows:

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

**Begin at the Northwest corner of Section 1, Township 20 South, Range 3 West and run in a Southerly direction along the Westerly line of said Section 1 for a distance of 354.03 feet to the Western most right of way line of Alabama Highway 261; thence deflect left 147 degrees 15 minutes 00 seconds and run in a northeasterly direction along said right of way for a distance of 38.59 feet to the beginning of a curve to the right, said curve having a radius of 778.81 feet, a central angle of 15 degrees 25 minutes 00 seconds and a chord length of 208.92 feet; thence run along arc of said curve in a northeasterly direction and along said right of way line for distance of 209.56 feet; thence run in a Northeasterly direction along said right of way for a distance of 9.25 feet to the beginning of a curve to the left, said curve having a radius of 25.00 feet, a central angle of 91 degrees 51 minutes 12 seconds and a chord length of 35.92 feet; thence run along arc of said curve in a northeasterly direction along Alabama Highway 261 and in a Northwesterly direction along the Southwesterly right of way line of a private road for a distance of 40.08 feet; thence run in a northwesterly direction along said private road for a distance of 163.24 feet; thence deflect left 43 degrees 33 minutes 52 seconds and run in a Southwesterly direction for a distance of 52.05 feet to the point of beginning; being situated in Shelby County, Alabama.**



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Exhibit B-1 continued

Legal Description for Prior Related Properties  
(Carruth Petro, LLC)

3597 Jaybird Road, Brighton, Alabama described as follows:

**The following described property located in Jefferson County, Alabama:**

**A parcel of land located in the Northwest Quarter of the Southwest Quarter of Section 34, Township 18 South, Range 4 West, Jefferson County, Alabama, more particularly described as follows: Commence at the northwest corner of said 1/4 - 1/4 section; thence in a southerly direction along the westerly line of said 1/4 - 1/4 section a distance of 346.86 feet; thence 76 degrees 08 minutes 34 seconds left in a southeasterly direction a distance of 51.94 feet to the point of beginning; thence continue along the last described course a distance of 449.10 feet; thence 105 degrees 59 minutes 04 seconds right in a southwesterly direction a distance of 718.27 feet thence 65 degrees 44 minutes 20 seconds right in a northwesterly direction a distance of 78.98 feet; thence 84 degrees 25 minutes 10 seconds right in a northerly direction a distance of 722.91 feet to the point of beginning.**



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05/04/2010 02:36:42 PM FILED/CERT

Exhibit B-1 continued

Legal Description for Prior Related Properties  
(Triangle Petro, LLC)

9245 Parkway East, Birmingham, Alabama described as follows:

**Lot 5-A, according to a Resurvey of Lots 6,7,8,9 and 10 and a part of Lots 5,11,12,13,14,15 and 16 and a vacated alley, Biscayne, as recorded in Map Book 112, Page 93, in the Probate Office of Jefferson County, Alabama.**



20100504000137690 26/29 \$103.00  
Shelby Cnty Judge of Probate, AL  
05/04/2010 02:36:42 PM FILED/CERT

Exhibit B-1 continued

Legal Description for Prior Related Properties  
(Deerfoot Petro, LLC)

2801 9<sup>th</sup> Avenue South, Bessemer, Alabama described as follows:

**Lots 9, 10 and 11 in Block 402, according to the map and survey of the Bessemer Coal, Iron and Land Company, as recorded in Map Book 2, on Page 72, in the Bessemer Office of the Judge of Probate of Jefferson County, Alabama, except the Northwesterly thirty (30) feet of said lots conveyed by Alabama Pipe Company to City of Bessemer, a municipal corporation, in Jefferson County, Alabama, as a right of way for a public road by deed dated 13th December 1935, and recorded in Volume 195 on page 461, in the Bessemer Office of the Judge of Probate of Jefferson County, Alabama.**



20100504000137690 27/29 \$103.00  
Shelby Cnty Judge of Probate, AL  
05/04/2010 02:36:42 PM FILED/CERT

Exhibit B-1 continued

Legal Description for Prior Related Properties  
(Robcar, LLC)

1091 1<sup>st</sup> Street South, Alabaster, Alabama described as follows:

**Lot 22-A, Whataburger's Addition to Alabaster as recorded in Map Book 37, Page 50, in the Probate Office of Shelby County, Alabama.**

**Together with the right of way and easement for ingress and egress described as follows:**

**A parcel of land situated in the Northwest Quarter of Section 1, Township 21 South, Range 3 West Shelby County, Alabama being more particularly described as follows:**

**Begin at the Southwest corner of Lot 23-A, Whataburger's Addition to Alabaster as recorded in Map Book 37, Page 50 in the Office of the Judge of Probate Shelby County, Alabama, said point also being on the Northernmost right of way of U.S. Highway #31; thence leaving said right of way run North along the West line of said Lot 23-A for a distance of 35.87 feet; thence deflect 102 degrees 40 minutes 02 seconds to the right and run in a Southeasterly direction for a distance of 54.26 feet; thence deflect 72 degrees 18 minutes 28 seconds to the right and run in a Southerly direction for a distance of 31.99 feet to a point on the aforementioned right of way of U.S. Highway #31; thence deflect 90 degrees 00 minutes 00 seconds to the right and run in a Westerly direction along said right of way for a distance of 14.88 feet; thence deflect right 17 degrees 41 minutes 32 seconds to the right and run in a Northwesterly direction along said right of way for a distance of 41.94 feet to the Point of Beginning.**



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05/04/2010 02:36:42 PM FILED/CERT

Exhibit B-1 continued

Legal Description for Prior Related Properties  
(Carruth and Colleagues, LLC)

1301 Alford Avenue, Hoover, Alabama described as follows:

Lot 2-A, according to Friddle & Carruth's Resurvey, as recorded in Map Book  
190, Page 73, in the Probate Office of Jefferson County, Alabama.

20100428000441400 29/29  
Bk: LR201061 Pg:10032  
Jefferson County, Alabama  
04/28/2010 08:47:08 AM AGREE  
Fee - \$89.00

Total of Fees and Taxes-\$89.00  
MHBESS

20100415000399590 29/29  
Bk: LR201003 Pg:17177  
Jefferson County, Alabama  
04/15/2010 03:58:32 PM AGREE  
Fee - \$89.00

Total of Fees and Taxes-\$89.00  
LYNN



20100504000137690 29/29 \$103.00  
Shelby Cnty Judge of Probate, AL  
05/04/2010 02:36:42 PM FILED/CERT