


UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]  
Liz Gibbons @ 205-380-2643

B. SEND ACKNOWLEDGMENT TO: (Name and Address)  

Liz Gibbons  
Gibbons Graham LLC  
100 Corporate Parkway  
Suite 125  
Birmingham, Alabama 35242

  
20120425000142440 1/10 \$45.00  
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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  
Higginbotham Oil Company, Inc.

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS  
555 Castlebridge Lane

CITY  
Birmingham

STATE  
AL

POSTAL CODE  
35243

COUNTRY  
USA

ADD'L INFO RE ORGANIZATION DEBTOR

1e. TYPE OF ORGANIZATION  
corporation

1f. JURISDICTION OF ORGANIZATION  
Alabama

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  
Higginbotham Enterprises, Inc.

OR

2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS  
555 Castlebridge Lane

CITY  
Birmingham

STATE  
AL

POSTAL CODE  
35243

COUNTRY  
USA

ADD'L INFO RE ORGANIZATION DEBTOR

2e. TYPE OF ORGANIZATION  
corporation

2f. JURISDICTION OF ORGANIZATION  
Alabama

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  
ServisFirst Bank

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS  
850 Shades Creek Parkway, Suite 200

CITY  
Birmingham

STATE  
AL

POSTAL CODE  
35209

COUNTRY  
USA

4. This FINANCING STATEMENT covers the following collateral:

See Schedule A attached hereto for description of Collateral.

The total amount of indebtedness is \$6,537,688.41

This financing statement serves as additional security for the Leasehold Mortgage / Mortgage and Security Agreement being simultaneously recorded herewith, on which the appropriate mortgage tax has been paid.

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  
Filed in Shelby County, Alabama (SR01-0000286)

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 Higginbotham Oil Company, Inc.		
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX



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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 Higginbotham	FIRST NAME Burnie	MIDDLE NAME Arnold	SUFFIX	
11c. MAILING ADDRESS 2945 Mount Olive Road		CITY Mount Olive	STATE AL	POSTAL CODE 35117-3809	COUNTRY USA
11d.	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 Higginbotham	FIRST NAME Viola	MIDDLE NAME E.	SUFFIX	
12c. MAILING ADDRESS 2945 Mount Olive Road		CITY Mount Olive	STATE AL	POSTAL CODE 35117-3809	COUNTRY USA

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 for description of real estate.

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

16. Additional collateral description:

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 Public-Finance Transaction --- effective 30 years



**SCHEDULE "A" TO UCC-1 FINANCING STATEMENT**  
**(DESCRIPTION OF COLLATERAL)**

"Collateral" means the following assets of Borrower Parties, wherever located, whether now owned or hereafter acquired: (A) all amounts that may be owing from time to time by Bank to any Borrower in any capacity, including, without limitation, any balance or share belonging to any Borrower, of any Deposit Accounts or other account with Bank; (B) the Mortgaged Property; (C) the Assigned Leases, the Assigned Convenience Store Agreements, and the other Assigned Agreements; (D) the Rents; (E) the Assigned Convenience Store Agreement Proceeds; (F) all Records pertaining to any of the Collateral; and (G) all interest, dividends, Proceeds, products, rents, royalties, issues and profits of any of the property described above, including, without limitation, all monies due and to become due with respect to such property, together with all right to receive the same, and all notes, certificates of deposit, checks and other instruments and property from time to time delivered to or otherwise possessed by Bank for or on behalf of any Borrower Party in substitution for or in addition to any of said property.

As used in this Schedule "A", capitalized words and phrases shall, except as otherwise defined below, have the meaning as set forth in that certain Credit Agreement among Higginbotham Oil Company, Inc., Higginbotham Enterprises, Inc. and Secured Party (as amended from time to time, the "Credit Agreement") (and in the case of any conflict between the meanings set forth below and the meanings set forth in the Credit Agreement, the broader meaning shall apply).

"Chattel Paper", "Deposit Accounts", "Documents", "Instruments", "Proceeds" and other terms not specifically defined herein shall have the same respective meanings as are given to those terms in the Uniform Commercial Code as presently adopted and in effect in the State of Alabama (except in cases and with respect to Collateral when the perfection, the effect of perfection or nonperfection, and the priority of a Lien in the Collateral is governed by another Jurisdiction, in which case such capitalized words and phrases shall have the meanings attributed to those terms under such other Jurisdiction).

As used herein:

"Assigned Agreements" means the Assigned Leases, the Assigned Convenience Store Agreements, and all other leases, contracts, agreements, Documents, Instruments and Chattel Paper included in the Collateral.

"Assigned Convenience Store Agreements" means all leases, operating agreements, management agreements, concession agreements, licenses and similar agreements with respect to the operation of any Mortgaged Property as a convenience store.

"Assigned Convenience Store Agreement Proceeds" means all rents, royalties, issues, profits, security deposits, income and other benefits and Proceeds from the Assigned Convenience Store Agreements.

"Assigned Leases" means all leases presently existing or hereafter made, whether written or verbal, or any letting of, or agreement for the use or occupancy of, any part of the Mortgaged Property, and each modification, extension, renewal and guarantee thereof.

"Borrower Parties" means, collectively, Borrowers, Burnie Arnold Higginbotham and Viola E. Higginbotham, and "Borrower Party" shall mean any of the Borrower Parties, singularly.

"Borrowers" means, collectively, Higginbotham Oil Company, Inc., an Alabama corporation, and Higginbotham Enterprises, Inc., an Alabama corporation; and "Borrower" shall mean any of the Borrowers, singularly.

"Mortgaged Property" means the "Mortgaged Property" as defined in the attached Schedule "A-1".

"Rents" means all the rents, issues, and profits now due and which may hereafter become due under or by virtue of the Assigned Leases, together with all claims and rights to the payment of money at any time arising in connection with any rejection or breach of any of the Assigned Leases under Bankruptcy Law, including without limitation, all rights to recover damages arising out of such breach or rejection, all rights to charges payable by a tenant or trustee in respect of the leased premises following the entry of an order for relief under Bankruptcy Law in respect of a tenant and all rentals and charges outstanding under the Assigned Leases as of the date of entry of such order for relief.



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**SCHEDULE "A-1" TO UCC-1 FINANCING STATEMENT**  
**(DESCRIPTION OF MORTGAGED PROPERTY)**

All of each Borrower Party's right, title and interest of whatever kind, nature or description, whether now existing or hereafter arising, and wherever located, in and to all of the following described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, whether now owned or hereafter acquired, and including replacements and additions thereto (herein referred to collectively as the "Mortgaged Property"):

(a) All those certain tracts, pieces or parcels of land, and interests in land, located in the Counties of Jefferson, Shelby, Talladega and Tuscaloosa in the State of Alabama, and more particularly described in Exhibit A attached hereto and by this reference made a part hereof (the "Land");

(b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatus which are or shall be attached to said buildings, structures or improvements, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, vehicles and personal property of every kind and nature whatsoever now or hereafter owned by any Borrower Party and located in, on or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Mortgaged Property, including all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds from a permitted sale of any of the foregoing, and all building materials and supplies of every kind now or hereafter placed or located on the Land (collectively the "Improvements");

(c) All easements, rights of way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Mortgaged Property or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by any Borrower Party;

(d) All rents, issues, profits, revenues and proceeds from any sale or other disposition of the Mortgaged Property, or any part thereof, from time to time accruing (including without limitation all payments under leases, ground leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits and escrow funds), and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of any Borrower Party of, in and to the same;

(e) All leases presently existing or hereafter made, whether written or verbal, or any letting of, or agreement for the use or occupancy of, any part of the Mortgaged Property, and each modification, extension, renewal and guarantee thereof (collectively, the "Assigned

Leases"), including, without limitation, all the rents, issues, and profits now due and which may hereafter become due under or by virtue of the Assigned Leases, together with all claims and rights to the payment of money at any time arising in connection with any rejection or breach of any of the Assigned Leases under Bankruptcy Law, including without limitation, all rights to recover damages arising out of such breach or rejection, all rights to charges payable by a tenant or trustee in respect of the leased premises following the entry of an order for relief under the Bankruptcy Law in respect of a tenant and all rentals and charges outstanding under the Assigned Lease as of the date of entry of such order for relief;

(f) Higginbotham Oil Company Inc.'s leasehold estate and other interests, if any, under that certain Ground Lease dated August 7, 2001 between Andress Company, Inc., as ground lessor, and Higginbotham Oil Company, Inc., as ground lessee, as evidenced by that certain Memorandum of Lease recorded September 12, 2008 as Instrument 20080912000363460 in the Office of the Judge of Probate of Shelby County, Alabama (together with any and all modifications or amendments at any time made thereto, the "Ground Lease"), of whatever kind, nature or description, and all rights, title and interest pertaining thereto; and


(g) All of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of each Borrower Party of, in and to any of the foregoing.



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**EXHIBIT "A"**  
**(DESCRIPTION OF LAND)**

  
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**Parcel 1:**

The following described real estate, situated and being in the Southwest 1/4 of the Northeast 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 5, Township 17 South, Range 6 East, County of Talladega, State of Alabama, being more particularly described as follows:

Commence at the Southwest corner of the Northeast quarter of Section 5, Township 17 South, Range 6 East, Talladega County, Alabama; thence proceed North 3 degrees 24 minutes 25 seconds East along the west boundary of said quarter section for a distance of 12.57 feet to a point on the north right of way line of the Airport Road; thence proceed South 88 degrees 17 minutes 23 seconds East along the north right of way line of said Airport Road for a distance of 858.0 feet; thence proceed North 40 degrees 29 minutes 07 seconds East for a distance of 200 feet to a point on the southerly right of way line of Interstate Highway No. 20; thence proceed South 50 degrees 09 minutes 38 seconds East along the southerly right of way of I-20 for a distance of 440.74 feet to a concrete monument marked C.S. STA 16+44.74, being located on the westerly right of way line of Talladega County Road No. 93; thence proceed Southwesterly along the westerly right of way line of said County Road No. 93 and along the curvature of a concave curve right, for a distance of 200.3 feet, having a chord distance of 200 feet and a chord bearing of South 44 degrees 51 minutes 28 seconds West; thence proceed North 50 degrees 15 minutes 43 seconds West for a distance of 425.50 feet to the point of beginning.


**Parcel 2:**

Part of the SE 1/4 of the SW 1/4 of Section 13 and the NE 1/4 of the NW 1/4 of Section 24, Township 19 South, Range 3 West, Jefferson County, Alabama and being more particularly described as follows:

Commence at the SE corner of the SE 1/4 of the SW 1/4 of Section 13; thence West along the south line of said Section, 658.33 feet; thence 90 degrees 00 minutes 00 seconds right, 25.49 feet to the point of beginning; thence 114 degrees 59 minutes 31 seconds left, 197.70 feet to the easterly right of way of a proposed road; thence 86 degrees 59 minutes 17 seconds right along said right of way, 165.82 feet to a curve to the right, said curve having a central angle of 91 degrees 14 minutes 08 seconds and a radius of 50.00 feet; thence along the arc of said curve and right of way, 79.62 feet to the southerly right of way of Alabama Highway 150 and a curve to the right, said curve having a central angle of 01 degrees 46 minutes 34 seconds and a radius of 3,759.72 feet; thence along the arc of said curve and right of way, 116.55 feet; thence tangent to said curve and along said right of way, 41.50 feet; thence 90 degrees 00 minutes 00 seconds right leaving said right of way, 220.00 feet to the point of beginning.



**Parcel 3:**

  
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Surface Rights Only in and to the following:

Commence at the SE corner of the SE 1/4 of Section 19, Township 20 South, Range 5 West, Tuscaloosa County, Alabama; thence run North 2 degrees 45 minutes West along the east line of said quarter-quarter Section, a distance of 909.70 feet; thence 94 degrees 52 minutes left and travel 340.0 feet to the point of beginning of said parcel of land; thence 94 degrees 52 minutes right and travel 94.13 feet to a point on the southerly right of way of U.S. Highway No. 11; thence 76 degrees 25 minutes 30 seconds left, and run along said right of way, a distance of 171.84 feet; thence 10 degrees 36 minutes 15 seconds left, and run 66.10 feet along said right of way to a concrete monument and beginning of denied access of I-59; thence 39 degrees 06 minutes 45 seconds left and run along I-59 right of way, a distance of 407.71 feet; thence 16 degrees 05 minutes 30 seconds left and run a distance of 16.49 feet; thence 101 degrees 58 minutes left and run a distance of 292.10 feet; thence 115 degrees 48 minutes left and run a distance of 150.45 feet; thence 69 degrees 24 minutes right and run a distance of 187.40 feet; thence 69 degrees 24 minutes left and run a distance of 15.0 feet; thence 85 degrees 08 minutes right and run a distance of 134.4 feet to the point of beginning.

**Parcel 4:**

A part of the Northwest quarter of the Northeast quarter of Section 36, Township 19 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Northeast corner of the Northwest quarter of the Northeast quarter of Section 36, Township 19 South, Range 3 West; thence Southerly along the east line of said quarter-quarter Section to the south right of way line of the old (abandoned) right of way of the Acton Branch Railroad, which is the point of beginning; thence continue South along said quarter-quarter Section line, 516.9 feet, more or less, to the centerline of the Helena-Acton Road; thence 60 degrees 06 minutes 30 seconds right, Southwesterly along said centerline a distance of 115.34 feet; thence 119 degrees 53 minutes 30 seconds right, Northerly and parallel to said quarter-quarter line, a distance of 575.0 feet, more or less, to said south railroad right of way line; thence Easterly 100 feet, more or less, along said south railroad right of way line to the point of beginning.

***AND ALSO***

The part of the Northeast quarter of the Northeast quarter of Section 36, Township 19 South, Range 3 West, lying Southwest of Old U.S. Highway 31 and Northwest of the Helena-Acton Road, Shelby County, Alabama, more particularly described as follows:

Begin at the Northwest corner of the Northeast quarter of the Northeast quarter of Section 36, Township 19 South, Range 3 West; thence Easterly along the north line of said quarter-quarter Section, 65.1 feet to the centerline of U.S. Highway 31; thence 52 degrees 43 minutes 30 seconds right along said centerline, a distance of 430.70 feet to the intersection with the centerline of the Helena-Acton Road; thence 98 degrees 56 minutes right along the last mentioned centerline,



366.48 feet to the intersection with the west line of said quarter-quarter Section; thence 117 degrees 49 minutes 30 seconds right Northerly along said west line, a distance of 516.9 feet to the point of beginning.

**Parcel 5:**

A parcel of land situated in the Southeast quarter of Section 31, Township 19 South, Range 2 West, Huntsville Meridian, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Southwest corner of the Southeast quarter of said Section 31; thence in an Easterly direction, along and with the south line of Section 31, 1826.71 feet to a point; thence with a deflection of 122 degrees 59 minutes 55 seconds left (a right interior angle of 57 degrees 00 minutes 05 seconds), a distance of 399.97 feet to a point on the northerly right of way margin of Oak Mountain Park Road; thence continue last described course, a distance of 845.59 feet to the point of beginning; thence continue along last course, 349.11 feet to a point; thence with a deflection of 91 degrees 18 minutes 39 seconds right, 160.0 feet to a point; thence with a deflection of 90 degrees 00 minutes 00 seconds right, 349.02 feet to a point; thence with a deflection of 90 degrees 00 minutes 00 seconds right, 152.01 feet to the point of beginning, forming a closing interior angle of 91 degrees 18 minutes 39 seconds. Situated in Shelby County, Alabama

Together with full rights of ingress and egress in, on, over, through and across the most northerly 25 foot strip of land parallel to the right of way line of Alabama Highway 119 bounded by the north property line of the property described above, and by the southerly right of way of Alabama Highway 119, as described in Real Record 154, page 727, in the Probate Office.

**Parcel 6:**

The following is a description of a tract of land situated in the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of the Section 3, Township 24 North, Range 12 East, Shelby County, Alabama, and being more particularly described as follows:


Beginning at the NE corner of the Lot 16 of Fancher Subdivision as recorded in Map Book 1, Page 31 in the Office of the Judge of Probate of Shelby County, Alabama, thence run northerly along the west line of Hick's Street a distance of 320.31 feet to a point on the intersection point of said Hick's Street and Alabama Highway #25 thence turn 82°-46' left and run northwesterly along the south right-of-way line of said Highway #25 a distance of 150 feet to a point; thence turn 97°-14' left and run southerly a distance of 327.31 feet to the NW corner of said lot 16 of said Fancher subdivision thence turn 82°-46' left and run easterly along the north line of said lot 16 a distance of 150.00 feet to the point of beginning and subject to all agreements, easements and/or restrictions of probated records or applicable law.

**Parcel 7:** (Shelby County, Alabama)

Commence at the Northwest corner of the N.W.  $\frac{1}{4}$  of the S.E.  $\frac{1}{4}$  of Section 36, Township 18 South, Range 2 West, and run in an Easterly direction along the Northerly line of said  $\frac{1}{4}$ - $\frac{1}{4}$  section a distance of 474.70 feet to the point of beginning; thence continue along the last stated course a distance of 82.20 feet to a point; thence  $117^{\circ} 04'$  to the right in a Southwesterly direction a distance of 170.91 feet to a point on the Northeasterly right of way line of U.S. Highway No. 280; thence  $89^{\circ} 59'$  to the right in a Northwesterly direction along the Northeasterly right of way line of U.S. Highway No. 280 a distance of 73.20 feet to a point; thence  $90^{\circ} 01'$  to the right in a Northeasterly direction a distance of 133.51 feet to the point of beginning.

***AND ALSO:***

Commence at the Northwest corner of the N.W.  $\frac{1}{4}$  of the S.E.  $\frac{1}{4}$  of Section 36, Township 18 South, Range 2 West and run in an Easterly direction along the Northerly line of said  $\frac{1}{4}$ - $\frac{1}{4}$  section a distance of 305.42 feet to the point of beginning; thence continue along the last stated course a distance of 169.28 feet to a point; thence  $117^{\circ} 04'$  to the right in a Southwesterly direction a distance of 133.51 feet to a point on the Northeasterly right of way line of U.S. Highway No. 280; said point lying on a curve to the right having a central angle of  $1^{\circ} 31' 58''$  and a radius of 5639.58 feet; thence  $89^{\circ} 59'$  to the right (angle measured to tangent) and run along the arc of said curve to the right and along said right of way line for a distance of 150.86 feet to a point; thence  $88^{\circ} 29' 02''$  to the right (angle measured to tangent) in a Northeasterly direction a distance of 54.60 feet to the point of beginning.

  
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