

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 RACETRAC PETROLEUM, INC.		
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME,SUFFIX

10. MISCELLANEOUS:



20130103000003910 2/5 \$35.00
Shelby Cnty Judge of Probate, AL
01/03/2013 12:55:10 PM FILED/CERT

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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	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
11d. TAX ID #: SSN OR EIN	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	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:

See Exhibit A

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

Debtor


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 Manufactured-Home Transaction — effective 30 years
- ☐ Filed in connection with a Public-Finance Transaction — effective 30 years


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5349 Hwy 280 South, Shelby County, AL

EXHIBIT "A" - LEGAL DESCRIPTION

Parcel I:

Commence at the Northeast corner of the NE 1/4 of the SE 1/4 of Section 31, Township 18 South, Range 1 West, in Shelby County, Alabama, thence run South along the East line of said 1/4 - 1/4 section for 756.98 feet; thence 90° 00' right and run west for 66.0 feet to the point of beginning of the property herein described; thence continue West along the last stated course for 200.0 feet; thence 90° 00' left and run South for 410.27 feet to a point on the North right of way line of U. S. Highway #280 as now constructed; thence 94° 00' left and run Easterly along said right of way line for 134.32 feet to an angle point in said right of way line said point is opposite station 1/4 plus 34.40 and 80.0 feet north of the center line of said highway; thence 16° 20' left and run Northeasterly along said right of way line for 70.37 feet; thence 69° 40' left and run North, running parallel to the East line of said 1/4- 1/4 section for 376.44 feet to the point of beginning.

Less and except any portion of subject property lying within a road right of way.

NOTE: The above described property is one and the same as property described in Shelby Real 129, Page 748.

Parcel II:

Begin at the NE corner of the NE 1/4 of SE 1/4 of section 31, Township 18, Range 1 West, and run south along east line 756.98 feet; thence turn an angle to the right of 90° 00' and run west 66 feet to point of beginning; thence run south and parallel with east line of said 1/4 - 1/4 to the north right of way line of Highway 280 as now constructed; thence turn angle to left and run Easterly along north right of way line of said Highway a distance of 5 feet; thence turn an angle to the left and run north and parallel with east line of said 1/4- 1/4 to a point 5 feet east of the point of beginning; thence turn angle to left and run west 5 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.

EXHIBIT B

DEBTOR: RACETRAC PETROLEUM, INC. ("Racetrac")
PEPPERWOOD, INC. ("Pepperwood")
SECURED PARTY: REGIONS BANK

Part I

The applicable Debtor has given, granted, bargained, sold and conveyed, and by these presents does give, grant, bargain, sell, alien, remise, release, convey, assign, transfer, mortgage, hypothecate, pledge, deliver, set over, warrant and confirm unto Secured Party, its successors and assigns forever all of such Debtor's right, title and interest in and to the following property (collectively, the "Premises"):

(a) The real property described in Exhibit A attached hereto and incorporated herein by reference (the "Land");

(b) All buildings and other improvements now or hereafter located in, on or about the Land, and all of such Debtor's building materials intended for incorporation but not incorporated into the improvements to the Land, and all furnishings, furniture, fixtures, machinery, equipment, tools, and all other personal property (excluding inventory) or chattels owned and used in connection with the operation of such improvements, specifically including, without limitation, appliances, gas and electric fixtures and systems, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures and systems, carpeting and other floor coverings, water heaters, air conditioning apparatus and systems, window screens, awnings, gas dispensing equipment and pumps, oil and gas tanks, and signage, whenever acquired by such Debtor and now or hereafter located in, upon or under the Land, together with all additions and accessions thereto and replacements and proceeds thereof (the "Improvements");

(c) All right, title and interest of such Debtor in and to the minerals, shrubs, timber and other emblements now or hereafter located on the Land, or under or above the same;

(d) All leases, rents, issues, profits, royalties, income and other benefits derived from the Land and the Improvements ("Rents"), subject to the right, power and authority hereinafter given to such Debtor to collect and apply such Rents, and the proceeds from any insurance or condemnation award relating to the Land and the Improvements;

(e) All easements, rights-of-way and rights used in connection with the Land and the Improvements or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto;

(f) All proceeds, products, replacements, additions, substitutions, renewals and accessions of or to any of the foregoing; and

(g) All the rights, interest and privileges which such Debtor as lessor has or may have in the leases now existing or hereafter made and affecting the Land or the Improvements or any part thereof, as said leases may have been or may from time to time be hereafter modified, extended and renewed, together with any and all guarantees of any leases affecting all or any part of the Land or the Improvements and all security deposits received in respect of any leases (the "Security Deposits") subject to the right, power and authority hereinafter given to such Debtor to collect and apply such Rents, and the proceeds from any insurance or condemnation award relating to the Land and the Improvements.

Part II

The applicable Debtor hereby sells, transfers and assigns unto Beneficiary all the right, title and interest of such Debtor in and to the Rents, and to that end such Debtor hereby assigns and sets over unto Secured Party all leases of the Premises (collectively, the "Leases") now made, executed or delivered, whether written or verbal, or hereafter made, whether written or verbal, and such Debtor does hereby authorize and empower Secured Party to collect the Rents when due, and does hereby direct each tenant of the Premises to pay the Rents to Beneficiary, upon demand for payment thereof by Secured Party.

Part III

Each Debtor hereby grants to the Secured Party a security interest in its Collateral

As used in this Part:

"Collateral" means and includes (a) all Equipment now or hereafter held or received by, in transit to, or in the possession or control of any Debtor or the Secured Party, and (b) the interest of any Debtor as lessor or sublessor (including contract rights in respect of leases and subleases and its rights to payments of rents) of properties leased by RaceTrac from Pepperwood, and any substitutions or replacements thereof and any products and proceeds thereof, including without limitation, insurance proceeds.

"Equipment" means all of the equipment, as defined in the Uniform Commercial Code in effect in Georgia from time to time, now owned or hereafter acquired and owned by any Debtor and relating to the operation of any Debtor's stores at the locations set forth in Exhibit A hereto, and includes, without limitation, all machinery, equipment, computer equipment and software, accessions, accessories, additions, parts, supplies, apparatus, appliances, tools, fittings, furniture, fixtures, office equipment and office furnishings of every kind and description, gas dispensing equipment and pumps, gas and oil tanks and signage, wherever located, and all proceeds, including insurance proceeds, thereof.