

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Lucas Gambino 205-254-1219

B. E-MAIL CONTACT AT FILER (optional)
lgambino@maynardcooper.com

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

Lucas Gambino
Maynard, Cooper & Gale, P.C.
1901 Sixth Avenue North
2400 Regions Harbert Plaza
Birmingham, Alabama 35203



20160713000244160 1/9 \$46.00
Shelby Cnty Judge of Probate, AL
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THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 1b. leave all of Item 1 blank, check here ☐ and provide the individual Debtor information in Item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME

McCullough Snappy Services Oil Co., Inc.

OR

1b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S) INITIAL(S)

SUFFIX

1c. MAILING ADDRESS

1200 Alton Drive

CITY

Birmingham

STATE

AL

POSTAL CODE

35210

COUNTRY

USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 2b. leave all of Item 2 blank, check here ☐ and provide the individual Debtor information in Item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S) INITIAL(S)

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

3. SECURED PARTY'S NAME – (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY) Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME

Regions Bank

OR

3b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S) INITIAL(S)

SUFFIX

3c. MAILING ADDRESS

1900 Fifth Ave. N, Upper Lobby, Regions Center

CITY

Birmingham

STATE

AL

POSTAL CODE

35203

COUNTRY

USA

4. COLLATERAL: 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 record owner of said land.
This financing statement is filed as additional security for the indebtedness secured by a Mortgage executed by the Debtor in favor of the Secured Party recorded concurrently herewith.
Filed with the Office of the Judge of Probate of Shelby County, AL.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, Item 17 and instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public Finance Transaction ☐ Manufactured Home Transaction ☐ Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA

(a) TO BE FILED WITH: Shelby County, Alabama (b) Project Name: Regions/McCullough (c) CMN: 000002.2399

International Association of Commercial Administrators (IACA)

FILING OFFICE COPY – UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/20/11)

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UCC FINANCING STATEMENT ADDENDUM
FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a OR 1b on Financing Statement; if line 1b was left blank because individual Debtor name did not fit, check here ☐

OR	9a. ORGANIZATION'S NAME McCullough Snappy Service Oil Co., Inc.
	9b. INDIVIDUAL'S SURNAME
	FIRST PERSONAL NAME
ADDITIONAL NAME(S)/INITIALS(S)	



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10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

OR	10a. ORGANIZATION'S NAME
	10b. INDIVIDUAL'S SURNAME
	INDIVIDUAL'S FIRST PERSONAL NAME
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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11. ☐ ADDITIONAL SECURED PARTY'S OR ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

OR	11a. ORGANIZATION'S NAME			
	11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

See attached Exhibit A.

13. ☒ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:
☐ covers timber to be cut ☐ covers as-extracted collateral ☐ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in Item 16 (if Debtor does not have a record interest):

16. Description of real estate:

See Exhibit A


17. MISCELLANEOUS:

International Association of Commercial Administrators (IACA)

FILING OFFICE COPY – UCC FINANCING STATEMENT ADDENDUM (Form UCC1Ad) (Rev. 04/20/11)

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**SCHEDULE I
TO
FINANCING STATEMENT**


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This financing statement covers the following items (or types) of property:

1) **Rights Under Ground Lease.** (1) That certain ground lease dated December 15, 2015, between JSCK, LLC, as lessor(s) (the "Ground Lessor", whether one or more), and the Borrower, as lessee (the "Ground Lease") and the Borrower's leasehold estate and interest under the Ground Lease in and the land located in Shelby County, Alabama more particularly described in Exhibit A, and all reversions and remainders in and to said land and the tenements, hereditaments, easements, rights-of-way, rights (including mineral, water, oil and gas rights), privileges, royalties and appurtenances to said land, now or hereafter belonging or in anywise appertaining thereto, including any right, title, interest of the Borrower in, to or under the Ground Lease in any agreement or right granting, conveying or creating, for the benefit of said land, any easement, right or license in any other property, and in, to or under any streets, ways, alleys, vaults, gores or strips of land adjoining said land or any parcel thereof, or in or to the air space over said land; and all claims or demands of Borrower at law or in equity, in possession or expectancy of, in or to the same (all of the foregoing hereinafter collectively called the "Land"); (2) all other rights, titles and interests under the Ground Lease in and to the Land, or any part thereof, including any reversions and remainders in and to the Borrower's interest in the Land; and (3) all right, title and interest of the Borrower in and to (a) all modifications, extensions, renewals, supplements and restatements of the Ground Lease; (b) all credits and deposits made thereunder; (c) all options and rights to renew or extend the same; (d) all options and rights to purchase or of first refusal with respect to the Land, or any part thereof; and (e) all other titles, estates, options, privileges, interests and rights that the Borrower may now have or hereafter acquire in and to the Land and the Ground Lease, including the right of the Borrower to possession under Section 365 of the United States Bankruptcy Code, 11 U.S.C. §§ 101 *et seq.*, as amended (the "Bankruptcy Code") in the event of the rejection of the Ground Lease by the Ground Lessor or its trustee pursuant to said section, the right to exercise options, give consents, modify, extend or terminate the Ground Lease, the right to surrender the Ground Lease, reject the Ground Lease or elect to treat the Ground Lease as rejected or to remain in possession under Section 365 of the Bankruptcy Code, and the right to receive all deposits and other amounts payable to Borrower under the Ground Lease.

2) **Improvements.** All buildings, structures, facilities and other improvements now or hereafter located on the Land, and all building materials, building equipment and fixtures of every kind and nature now or hereafter located on the Land or attached to, contained in, or used in connection with, any such buildings, structures, facilities or other improvements, and all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof, now owned or hereafter acquired by the Borrower (all of the foregoing hereinafter collectively called the "Improvements," and together with the Land called the "Real Property").

3) **Personal Property.** All goods, equipment, inventory, supplies and other items or types of tangible personal property (including additions and accessions thereto and replacements and substitutions therefor) now owned or hereafter created or acquired by the Borrower and attached to the Real Property (other than fixtures); or placed on the Real Property and used or useful in connection with, or in any way pertaining or relating to, the Real Property or the use and occupancy thereof, though not attached to the Real Property; or for which the proceeds of any credit secured by this financing statement have been or may be advanced, wherever the same may be located; including: i) all lumber and lumber products, bricks, stones, building blocks, sand, cement, roofing materials, paint, doors, windows,

hardware, wires, wiring and other building materials; and ii) all machinery, equipment, appliances and fixtures for generating or distributing air, water, heat, electricity, light, fuel or refrigeration, or for incinerating or compacting plants, or for ventilating or sanitary purposes, or for the exclusion of vermin or insects, or for the removal of dust, refuse, sewage, or garbage, and all furniture, furnishings, decorations, art, mirrors, wall-beds, wall-safes, built-in furniture, appliances and installations, linens, towels, cutlery, dishes, shelving, partitions, screens, doorstops, vaults, elevators, escalators, dumbwaiters, awnings, window shades, venetian blinds, curtains, window treatments, light fixtures, bathroom fixtures, fire hoses and brackets and boxes for same, fire sprinklers, alarm systems, drapery rods and brackets, screens, storm doors and windows, linoleum, carpets, rugs, wall coverings, plumbing, laundry and drying equipment, vacuum and other cleaning systems and equipment, call systems, switchboards, iceboxes, refrigerators, heating units, dishwashing equipment, stoves, ovens, water heaters, generators, tanks, motors, engines, boilers, furnaces, incinerators, garbage disposers, video and audio equipment, entertainment equipment and systems, recreation equipment, communication systems, and signage and graphics (hereinafter collectively called the “Personal Property”).

4) **Rents and Leases.** All leases, subleases, lettings and licenses, and other use and occupancy agreements, now or hereafter pertaining to any of the Real Property or Personal Property, and all rents, profits, issues and revenues of the Real Property and Personal Property now or hereafter accruing, whether accruing before or after the filing of any petition by or against the Borrower under the federal Bankruptcy Code.

5) **Insurance Policies.** All policies of hazard insurance now or hereafter in effect that insure the Improvements, the Personal Property, or any of the other property conveyed or encumbered by the mortgage to which this financing statement relates (the “Mortgage”), together with all right, title and interest of the Borrower in and to each and every such policy, and all proceeds thereof, including any premiums paid and rights to returned premiums.

6) **Litigation Awards.** All judgments, damages, settlements, awards, payments and compensation, including all interest thereon, together with the right to receive the same, that may be made or due to the Borrower or any subsequent owner of any of the Real Property, the Personal Property or any other property conveyed or encumbered by the Mortgage, as a result of the exercise of the right of eminent domain or condemnation, the alteration of the grade of any street or any other injury to or diminution or decrease in value of the Real Property, the Personal Property or any other such property.

7) **General Intangibles and Agreements.** i) All general intangibles relating to the development or use of the Real Property, the Personal Property or any other property conveyed or encumbered hereby, or the management and operation of any business of the Borrower thereon, including all patents, patent applications, trade names, trademarks, trademark applications, knowledge and process, licensing arrangements, blueprints, technical specifications, manuals and other trade secrets; ii) the good will of any business conducted or operated on the Real Property, all governmental licenses and permits relating to the construction, renovation or operation thereof, all names under or by which the same may at any time be operated or known and all rights to carry on business under any such names or any variant thereof; and iii) all contracts and agreements (including leasing, construction, renovation, maintenance, engineering, architectural, management, operating and concession agreements) affecting the Real Property, the Personal Property or any other property conveyed or encumbered by the Mortgage, or used or useful in connection therewith, whether now or hereafter entered into.

8) **Construction Documents.** The Construction Contracts, the Architect Contracts, the Plans and the other Construction Documents.



9) **Loan Funds, etc.** i) All loan funds held by the Lender, whether or not disbursed, ii) all funds from time to time on deposit in the construction account, iii) all reserves, deferred payments, deposits, escrows, refunds, cost savings and payments of any kind related to the Project, and iv) all loan commitments and loan insurance related to the Project and all approvals, deposits, fees, applications and documents related thereto.

10) **Supplemental Documents.** All changes, additions, supplements, modifications, amendments, extensions, renewals, revisions and guaranties to, of or for any agreement or instrument included in the foregoing and all rights of the Borrower to modify or terminate, or waive or release performance or observance of any obligations or condition of any such document.

11) **Proceeds.** All proceeds of any of the foregoing.

As used in this Schedule I, the following terms are defined as follows:

12) **Architect Contracts** means all contracts between the Architects and the Borrower providing for the design of the Project, the preparation of the Plans, the supervision of the construction of the Project and the provision of any other architectural services or products related to the Project.

13) **Architects** means the architects for the Project, or any portion thereof, each of which must be an architect or architectural firm satisfactory to the Lender.

14) **Borrower** means the debtor(s) described in this financing statement.

15) **Construction Contracts** means the contracts between the Contractors and the Borrower providing for the construction of the Project, or any portion thereof.

16) **Construction Documents** means i) all plans and specifications for the Project, or any portion thereof (including the Plans); ii) all contracts (including the Architect Contracts) with architects and engineers (including the Architects and the Engineers) responsible for the design of any of the Project, the preparation or evaluation of any of such plans and specifications or the supervision of the construction of any of the Project; iii) all contracts to which the Borrower is a party (including the Construction Contracts) providing for the construction of any of the Project or the furnishing of labor or materials in connection therewith or the furnishing or installation of any equipment or other personal property in connection therewith; iv) all contracts to which the Borrower is a party providing for the management of the construction of any of the Project; v) all rights of the Borrower as a third party beneficiary under all contracts and subcontracts pertaining to the Project as to which the Borrower is not a party; vi) all payment and performance bonds relating to any of the Project; vii) all other contracts and agreements related to the design, management, construction, equipping and development of any of the Project; and viii) all contracts with public utilities, Governmental Authorities and other persons for the furnishing of roads or utilities to the Project and all deposits thereunder.

17) **Contractors** means any person who enters into contracts with the Borrower to construct, install, equip or develop the Project, or any portion thereof, or to furnish any labor or materials in connection therewith, or to furnish or install any equipment or other personal property in connection therewith, each of which persons must be a contractor or contracting firm satisfactory to the Lender.

18) **Engineers** means any engineers for the Project, or any portion thereof, each of which must be an engineer or engineering firm satisfactory to the Lender.

19) **Lender** means the secured party described in this financing statement.


20) **Plans** means the final working plans and specifications for constructing and developing the Project prepared by Architects and Engineers approved by the Lender or other persons acceptable to the Lender, and all amendments and modifications thereto.

21) **Project** means a certain project consisting of Improvements to be financed in whole or in part with the proceeds of the Loan and to be constructed in accordance with the Plans on the Land, together with all related utilities, roads and other off-site Improvements, if any, said project being generally described as follows: a gas station and convenience store located at 5905 Hwy 31 South, Calera, AL 35040.

Some of the above-described property is now, or may in the future become, affixed to the Land described in Exhibit A.

The Borrower is a record owner of a leasehold estate in the Land, and the record owner of the Land is the Ground Lessor.

THIS FINANCING STATEMENT IS TO BE CROSS-INDEXED IN THE REAL ESTATE MORTGAGE RECORDS.


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**SCHEDULE II
TO
FINANCING STATEMENT**

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 herein, **Borrower** means the debtor(s) described in this financing statement.


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**EXHIBIT A TO
FINANCING STATEMENT**

(Real Estate Description)

PARCEL 1 (LR20050929000507200)

A PART OF THE NW 1/4 OF THE NE 1/4 OF SECTION 9, TOWNSHIP 22 SOUTH, RANGE 2 WEST:


BEGIN AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 22 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, AND RUN NORTH ALONG SAID FORTY ACRE LINE 2 DEG. 30 MIN. WEST 286 FEET TO THE BEGINNING POINT; THENCE NORTH 86 DEG. 30 MIN. EAST 370 FEET TO THE WEST LINE OF RIGHT-OF-WAY OF U.S. HIGHWAY NO. 31; THENCE NORTH ALONG SAID RIGHT-OF-WAY LINE 235 FEET; THENCE SOUTH 86 DEG. 30 MIN. WEST 389.3 FEET TO THE WEST LINE OF SAID FORTY ACRES; THENCE SOUTH 2 DEG. 30 MIN. EAST ALONG SAID LINE 232.2 FEET TO POINT OF BEGINNING, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, BEING SITUATED IN SHELBY COUNTY, ALABAMA.

ALSO BEING DESCRIBED AS FOLLOWS:

A TRACT OF LAND SITUATED IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 22 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA.

BEGIN AT THE NORTHWEST CORNER OF LOT 13, ACCORDING TO THE SURVEY OF CALERA SOUTH INDUSTRIAL PARK, AS RECORDED IN MAP BOOK 26, PAGE 57, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; THENCE RUN SOUTH 88°57'48" EAST ALONG THE NORTH LINE OF SAID LOT 13 FOR 414.03 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY #31; THENCE RUN NORTH 06°48'48" EAST ALONG SAID ROAD RIGHT-OF-WAY FOR 235.99 FEET; THENCE RUN NORTH 89°17'35" WEST FOR 439.54 FEET TO A POINT ON THE EAST LINE OF LOT 12 OF SAID SURVEY; THENCE RUN SOUTH 00°36'16" WEST ALONG THE EAST LINE OF SAID LOT 12 FOR 232.27 FEET TO THE POINT OF BEGINNING.


TOGETHER WITH RIGHTS OF INGRESS AND EGRESS AS CONTAINED IN THAT CERTAIN INGRESS/EGRESS EASEMENT AS RECORDED IN INST. NO. 20160707000236800.


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**EXHIBIT B TO
FINANCING STATEMENT**

(Existing Leases)

None


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