

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Lisa Parker (205) 250-8400	
B. E-MAIL CONTACT AT FILER (optional) lparker@najjar.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div>Najjar Denaburg, P.C.</div> <div>Attn: Lisa Parker</div> <div>2125 Morris Ave.</div> <div>Birmingham, AL 35203</div>	

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 Blue Rain Express Car Wash, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 100 Big Mountain Circle		CITY Pelham	STATE AL	POSTAL CODE 35124
			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 Wells Fargo Bank, National Association				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 301 S. Tryon St., 27th Floor		CITY Charlotte	STATE NC	POSTAL CODE 28282
			COUNTRY USA	

4. COLLATERAL: This financing statement covers the following collateral:

See attached Schedule "I".

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	
6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA:	

SCHEDULE "I"
TO
FINANCING STATEMENT (UCC-1)

Debtor/Mortgagor: Blue Rain Express Car Wash, LLC

Secured Party/Mortgagee: Wells Fargo Bank, National Association

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All of the following described property of Debtor:

- (a) All of Debtor's Accounts;
- (b) All of Debtor's General Intangibles;
- (c) All of Debtor's Inventory;
- (d) All of Debtor's Equipment;
- (e) All of Debtor's Miscellaneous Collateral;
- (f) All of proceeds and products, as the case may be, of Debtor's Accounts, General Intangibles, Equipment, Inventory, and Miscellaneous Collateral;
- (g) All monies and other property of any kind, real, personal, or mixed, and tangible or intangible, now or at any time or times hereafter, in the possession or under the control of Debtor;
- (h) All accessions to, substitutions for and all replacements, products and cash and non-cash proceeds of (a) through (g) above, including, without limitation, proceeds of and unearned premiums with respect to insurance policies insuring any of the above-described Collateral; and
- (i) All books and records (including, without limitation, customer lists, credit files, magnetic, digital and laser tapes and disks, electronic and computer storage media, computer programs, print-outs, and other computer materials and records) of Debtor pertaining to any of (a) through (h) above.

In addition, the description of collateral herein shall include "all personal property of Debtor of every description" (as permitted by the revised Uniform Commercial Code), as well as the more specific descriptions set forth above.

For purposes of the above and foregoing description of the Collateral, the following definitions shall apply:

Accounts- All accounts, accounts receivable, chattel paper, chattel mortgages, leases, instruments, documents, promissory notes, contracts for receipt of money, conditional sales contracts, and evidences of Debt of or owing to or acquired by Debtor whether now existing or hereafter arising, including, without limitation, (1) all accounts and other rights to payment of money which arise or result from

Debtor's selling or other disposition of Debtor's goods or the providing of services by the Debtor, (2) the proceeds of any insurance covering the Collateral, including any accounts receivable insurance, and (3) the return of unearned insurance premiums.

Collateral- Collectively, the Debtor's Accounts, General Intangibles, Equipment, Inventory, and Miscellaneous Collateral, the other property and interests described in paragraphs (a) through (h) hereof and the proceeds and products of each, as the case may be, and all other personal property of every description of Debtor.

Documents of Title- All present and hereafter acquired warehouse receipts, bills of lading, shipping documents, documents of title, chattel paper and instruments, whether negotiable or not, the goods and inventory relating thereto and represented thereby in all stages of manufacture, process or production, which arise under or relate to Letters of Credit issued by Secured Party in favor of Debtor.

Equipment- All equipment and fixtures of whatever kind or nature now owned or hereafter acquired by Debtor, including, without limitation, all machinery, vehicles, tools, dies, trade fixtures, furnishings and equipment, patterns, cranes, furniture, furnishings, motor vehicles, tractors, trailers, rolling stock, office machines and equipment, material handling equipment, manufacturing equipment, conveyors, forklifts, machine systems, computer, and all other goods used in the operation of Debtor's business, together with all accessories, parts and additions now or hereafter affixed thereto or used in connection therewith.

General Intangibles- All general intangibles of Debtor, whether now owned or hereafter acquired, including, without limitation, all choses in action, causes of action, corporate or other business records, deposit accounts, inventions, designs, patents, patent application, trademarks, trade names, trade secrets, goodwill, copyrights, registrations, licenses, franchises, customer lists, tax refund claims, computer programs, all claims under guaranties, performance and payment bonds or bonds for the furnishing of labor and materials, rights under noncompetition agreements with third parties, cash surrender value of life insurance policies owned by Debtor, security interest or other security held by or granted to Debtor to secure payment of any of the Accounts by an account debtor, all rights to indemnification, and all other intangible property of every kind and nature.

Inventory- All inventory of whatever kind or nature of Debtor, now owned or hereafter acquired by Debtor, and wherever located, including, without limitation, all goods held for sale or lease or furnished or to be furnished under contracts, and any raw materials, goods in transit, work in process or finished goods, supplies, returned or repossessed goods, together with all goods and materials used or consumed in Debtor's business.

Investment Property- The meaning ascribed to said term in the applicable Uniform Commercial Code.

Miscellaneous Collateral- The Borrower's Investment Property, Instruments, Chattel Paper, Documents, Supporting Obligations, Money, Letter-of-Credit Rights, Deposit Accounts, Commercial Tort Claims, all as the said terms are defined in the Uniform Commercial Code, and wherever the same be located.

The security interest granted herein includes all of the above and foregoing properties and interests of Debtor, wherever located.



A handwritten signature in dark ink, appearing to be "J. Fuhrmeister", is written over the official text at the bottom of the page.