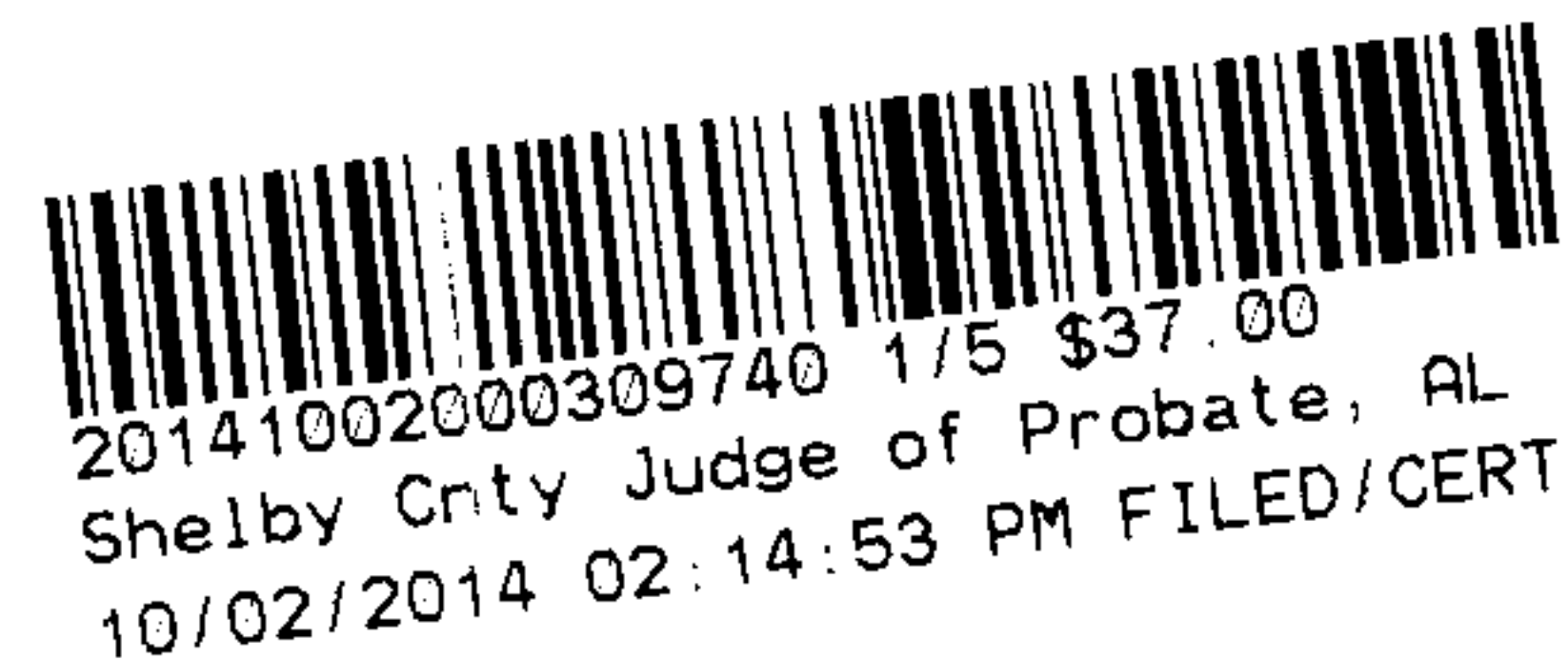


UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Liz Gibbons
B. E-MAIL CONTACT AT FILER (optional) lgibbons@gibbonsgraham.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div>Liz Gibbons Gibbons Graham LLC 100 Corporate Parkway, Suite 125 Birmingham, AL 35242</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)

OR	1a. ORGANIZATION'S NAME LouGene, LLC			
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 2692 Pelham Parkway		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)

OR	2a. ORGANIZATION'S NAME Eribeth, LLC			
	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS 2692 Pelham Parkway		CITY Pelham	STATE AL	POSTAL CODE 35124
			COUNTRY USA	

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

OR	3a. ORGANIZATION'S NAME ServisFirst Bank			
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 850 Shades Creek Parkway, Suite 200		CITY Birmingham	STATE AL	POSTAL CODE 35209
			COUNTRY USA	

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

See Schedule A attached hereto for description of Collateral.

This financing statement is filed as additional security in connection with a Mortgage and Security Agreement being recorded simultaneously herewith, on which the appropriate mortgage tax was paid.

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: Filed in Shelby County, Alabama (SR01-01024)	

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 ☐

9a. ORGANIZATION'S NAME

LouGene, LLC

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

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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

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

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 attached hereto for description of real estate.

17. MISCELLANEOUS:

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

(A) All of each Debtor's right, title and interest in and to the following described land and interests in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances, including replacements and additions thereto (hereinafter referred to collectively as the "Mortgaged Property"):

(1) All those certain tracts, pieces or parcels of land, and interests in land, located in Shelby County, Alabama, more particularly described on Exhibit A attached hereto and made a part hereof (the "Land");

(2) 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 Debtor 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");

(3) 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 Debtor; and

(4) All rents, issues, profits, revenues and proceeds of and from 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 proceeds from any sale or other disposition of the Mortgaged Property, or any part thereof), and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of any Debtor of, in and to the same.

(B) All of each Debtor's right, title and interest in and to all leases presently existing or hereafter made, whether written or verbal, or any letting of, or agreement for the use or occupancy of, any 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 (collectively, the

"Rents") 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 Section 365 of the Bankruptcy Code, 11 U.S.C. § 365 (and any successor or replacement provision), 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 Code 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.

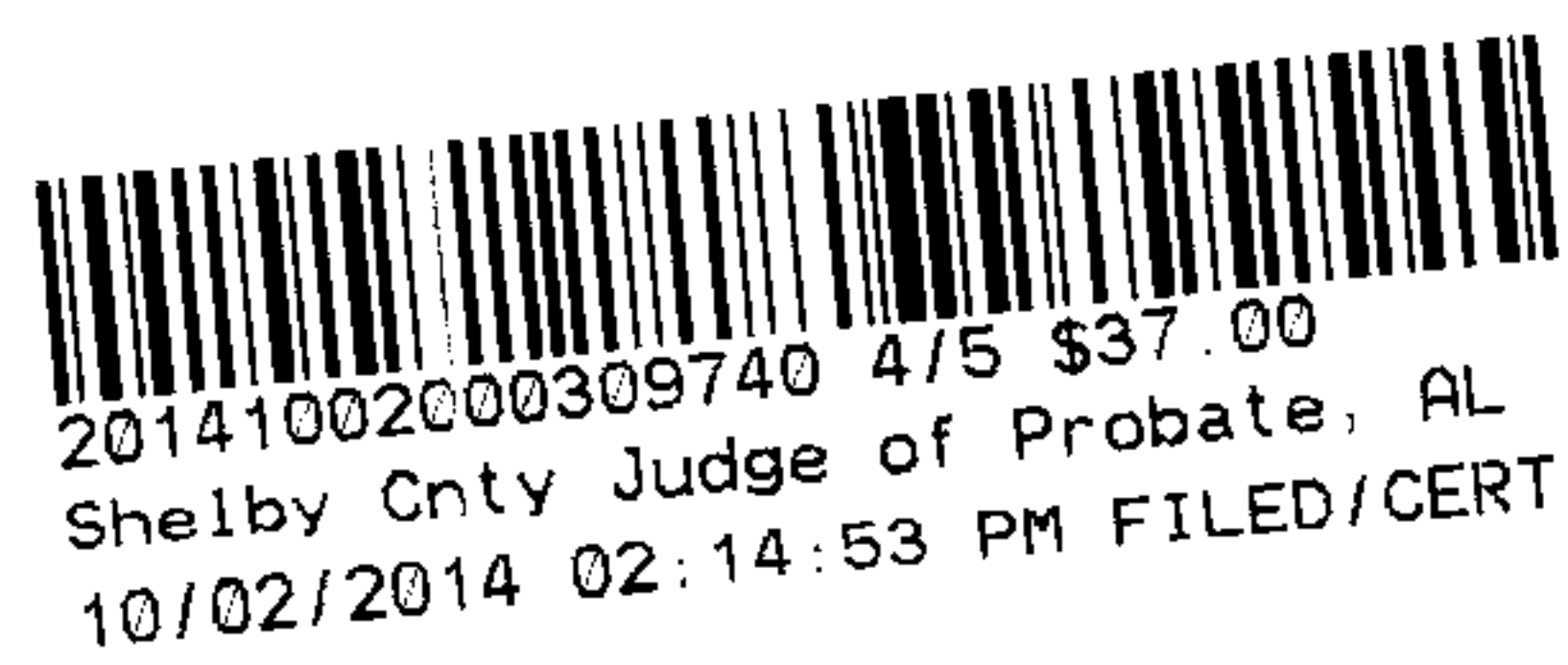


EXHIBIT "A"
LEGAL DESCRIPTION OF LAND

PARCEL A

Lot 9-A according to the Resurvey of Lots 7, 8, and 9 of Chandalar South Office Park, as recorded in Map Book 7, Page 164 Office of the Judge of Probate of Shelby County, Alabama.

and

Tract B: Commence at the southwest corner of Lot No. 5 of the Chandalar South Office Park, as shown by map of said subdivision on record in the Office of the Judge of Probate of Shelby County, Alabama, in Map Book 6, Page 135; thence proceed South 87 degrees 24' 57" East along the south boundary of said Lot No. 5, a distance of 151.38 feet (set 11" rebar), said point being the point of beginning. From this beginning point, continue South 87 degrees 24' 57" East along the south boundary of said Lot No. 5, a distance of 68.70 feet (set 1/2" rebar); thence proceed North 02 degrees 35' 04" East, a distance of 66.0 feet to a 11" rebar in place; thence proceed North 87 degrees 27' 57" West, a distance of 68.22 feet (set 1/2" rebar); thence proceed South 03 degrees 00' 00" West, a distance of 66.0 feet to the point of beginning.

PARCEL B


Lot 6 according to the survey of Chandalar South Office Park, as recorded in Map Book 6, Page 135, and Lot 7-A according to the Resurvey of Lots 7, 8 and 9, Chandalar South Office Park, as recorded in Map Book 7, Page 164, both recorded in the Office of the Judge of Probate of Shelby County, Alabama.

PARCEL C

Lots 2 and 3, according to the Survey of Chandalar South Office Park, as recorded in Map Book 6, Page 135, in the Office of the Judge of Probate of Shelby County, Alabama.

PARCEL D

Tract A: Commence at the southwest corner of Lot No. 5 of the Chandalar South Office Park, as shown by map of said subdivision on record in the Office of the Judge of Probate of Shelby County, Alabama, in Map Book 6, Page 135, said point being the point of beginning. From this beginning point, proceed South 87 degrees 24' 57" East along the south boundary of said Lot No. 5, a distance of 151.38 feet (set 1/2" rebar); thence proceed North 03 degrees 0' 00" East, a distance of 66.0 feet (set 1/2" rebar); thence proceed North 87 degrees 24' 57" West, a distance of 147.41 feet to a 1/2" rebar in place; thence proceed South 06 degrees 26' 23" West, a distance of 66.15 feet to the point of beginning.


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