

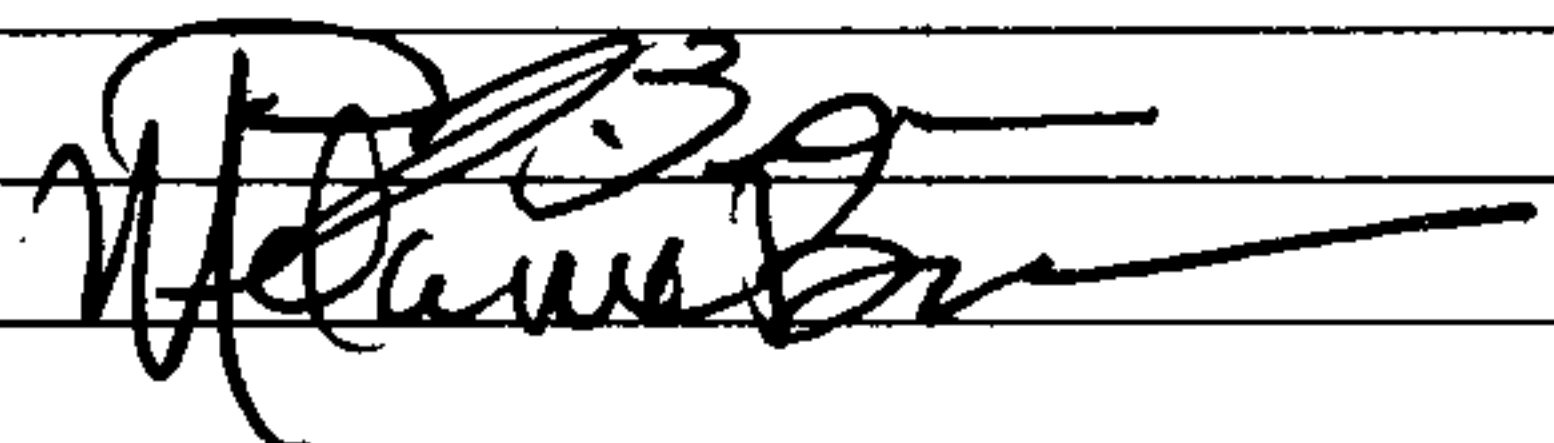
**RESOLUTION TO BORROW/GRANT COLLATERAL  
(LIMITED LIABILITY COMPANY)**

**THIS RESOLUTION TO BORROW AND/OR GRANT COLLATERAL** ("this Agreement" or "this Resolution") is ratified by MCS, LLC, a limited liability company organized under the laws of the state of Alabama as more specifically set forth below and is delivered to ServisFirst Bank, an Alabama banking corporation (the "Lender"), and its successors and assigns.

1. **The Company's Existence.** The complete and correct name of the Company is MCS, LLC (the "Company"). The Company is a limited liability company which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Alabama. The Company is duly authorized to transact business in all other states in which the Company is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which the Company is doing business. Specifically, the Company is, and at all times shall be, duly qualified as a foreign limited liability company in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. The Company has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. The Company maintains an office at 718 1<sup>st</sup> Street North, Alabaster, Alabama 35007. Unless the Company has designated otherwise in writing, the principal office is the office at which the Company keeps its books and records. The Company will notify Lender prior to any change in the location of the Company's state of organization or any change in the Company's name. The Company shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to the Company and the Company's business activities.

2. **Resolutions Adopted.** At a meeting of the members and managers of the Company, duly called and held on April 18, 2016, at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Resolution were adopted.

3. **Members.** The following persons are members and managers of the Company and have the authority to bind the Company:

<u>Name</u>	<u>Title</u>	<u>Authorized to Sign?</u>	<u>Actual Signature</u>
Daniel J. Bowers	Member/Manager	Yes	
Melanie O. Bowers	Member/Manager	Yes	

4. **Actions Authorized.** The authorized person listed above may enter into any agreements of any nature with Lender, and those agreements will bind the Company. Specifically, but without limitation, the authorized person is authorized, empowered, and directed to do the following for and on behalf of the Company:

- i. **Borrow Money.** To borrow, as a cosigner or otherwise, from time to time from Lender, on such terms as may be agreed upon between the Company and Lender, such sum or sums of money as in his or her judgment should be borrowed, without limitation.
- ii. **Execute Notes.** To execute and deliver to Lender the promissory note or notes, or other evidence of the Company's credit accommodations, on Lender's forms, at such rates of interest and on such terms as may be agreed upon, evidencing the sums of money so borrowed or any of the Company's indebtedness to Lender, and also to execute and deliver to Lender one or more



renewals, extensions, modifications, refinancings, consolidations, or substitutions for one or more of the notes, any portion of the notes, or any other evidence of credit accommodations.

- iii. **Grant Security.** To mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to Lender any property now or hereafter belonging to the Company or in which the Company now or hereafter may have an interest, including without limitation all of the Company's real property and all of the Company's personal property (tangible or intangible), as security for the payment of any loans or credit accommodations so obtained, any promissory notes so executed (including any amendments to or modifications, renewals, and extensions of such promissory notes), or any other or further indebtedness of the Company to Lender at any time owing, however the same may be evidenced. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated or encumbered at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated or encumbered.
- iv. **Execute Security Documents.** To execute and deliver to Lender the forms of mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements and financing statements which Lender may require and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to Lender any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which Lender may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances.
- v. **Negotiate Items.** To draw, endorse, and discount with Lender all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to the Company or in which the Company may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the Company's account with Lender, or to cause such other disposition of the proceeds derived therefrom as he or she may deem advisable.
- vi. **Further Acts.** In the case of lines of credit, to designate additional or alternate individuals as being authorized to request advances under such lines, and in all cases, to do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements, including agreements waiving the right to a trial by jury, as the manager may in his or her discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Resolution.

5. **Assumed Business Names.** The Company has filed or recorded all documents or filings required by law relating to all assumed business names used by the Company. Excluding the name of the Company, the following is a complete list of all assumed business names under which the Company does business: None.

6. **Notices to Lender.** The Company will promptly notify Lender in writing at Lender's address at 850 Shades Creek Parkway, Suite 200, Birmingham, AL 35209 (or such other addresses as Lender may designate from time to time) prior to any (A) change in the Company's name; (B) change in the Company's assumed business name(s); (C) change in the management or in the Managers of the Company; (D) change in the authorized signer(s); (E) change in the Company's principal office address; (F) change in the Company's state of organization; (G) conversion of the Company to a new or different type of business entity; or (H) change in any other aspect of the Company that directly or indirectly relates to any agreements between the Company and Lender. No change in the Company's name or state of organization will take effect until after Lender has received notice.



7. **Certification Concerning Resolutions.** This Resolution now stands of record on the books of the Company, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

8. **Continuing Validity.** Any and all acts authorized pursuant to this Resolution and performed prior to the passage of this Resolution are hereby ratified and approved. This Resolution shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Company's agreements or commitments in effect at the time notice is given.

9. **Certification of Company Documents.** We certify that to our knowledge there are no other amendments to the Articles of Organization and/or Operating Agreement of MCS, LLC, an Alabama limited liability company with an effective date of January 10, 2003 (hereinafter, the "LLC Documents", copies of which are attached hereto as "Exhibit A" and incorporated herein by reference).

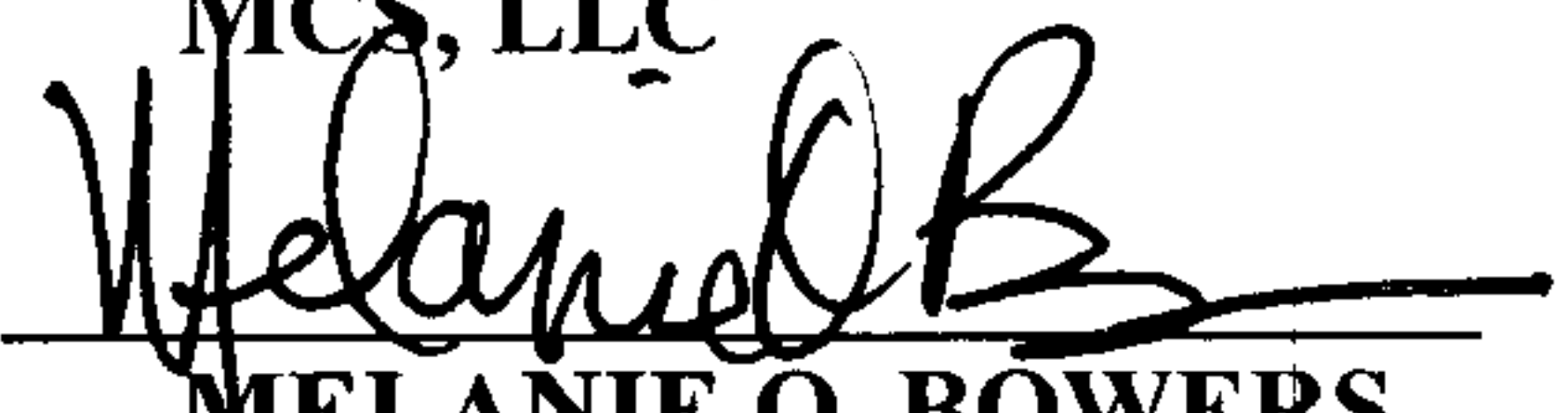
**IN TESTIMONY WHEREOF,** We have hereunto set our hands and attest that the signatures set opposite the names listed above are our genuine signature.


We have read all the provisions of this Resolution, and we personally and on behalf of the Company certify that all statements and representations made in this Resolution are true and correct. This Resolution to Borrow/Grant Collateral is dated this the 18th day of April, 2016.

**THIS RESOLUTION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS RESOLUTION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.**

MCS, LLC

BY:   
DANIEL J. BOWERS  
ITS: MEMBER

MCS, LLC  
BY:   
MELANIE O. BOWERS  
ITS: MEMBER

  
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ARTICLES OF ORGANIZATION  
OF

MCS, L.L.C.

Pursuant to the provisions of Alabama Code sections 10-12-1 through 10-12-61, the undersigned do hereby adopt the following Limited Liability Company Articles of Organization:

ARTICLE I

NAME

MCS, L.L.C.



ARTICLE II

DURATION

MCS, L.L.C. shall not endure for more than 90 days beyond the occurrence of an event of dissociation as listed under Alabama Code section 10-12-36, subject only to the rights of at least two remaining members, or one remaining member and one new member, to continue the company's business and legal existence by unanimous written consent given within those 90 days.

ARTICLE III

PURPOSES

MCS, L.L.C., has been organized for the following purposes: (i) to engage in the sale of petroleum products and the sale of food, beverages and sundrous items from gasoline/ convenience stores; (ii) to buy, sell, own, trade, and otherwise handle and deal in all kinds of personal and real property whatsoever, and to render services of all kinds and descriptions; and (iii) to transact such other business as may be permitted under the laws of the State of Alabama.

ARTICLE IV

REGISTERED AGENT & OFFICE

The location and street address of the initial registered office shall be in Shelby County at 1424 Dunnivant Valley Road, Birmingham, AL 35242 and its registered agent at such address shall be Daniel J. Bowers.

I certify this to be a true and  
correct copy *Patricia Yeager*  
1/14/03 Probate Judge  
Shelby County



## ARTICLE V

### INITIAL MEMBERS

The names and addresses of the initial members of MCS, L.L.C. are:

Daniel J. Bowers  
1424 Dunnivant Valley Road  
Birmingham, AL 35242

Melanie O. Bowers  
1424 Dunnivant Valley Road  
Birmingham, AL 35242

## ARTICLE VI

### MANAGERS

The names and addresses of the managers of MCS, L.L.C., to serve until the first annual meeting of the members or until their successors are elected and qualify, are:

Daniel J. Bowers  
1424 Dunnivant Valley Road  
Birmingham, AL 35242

Melanie O. Bowers  
1424 Dunnivant Valley Road  
Birmingham, AL 35242

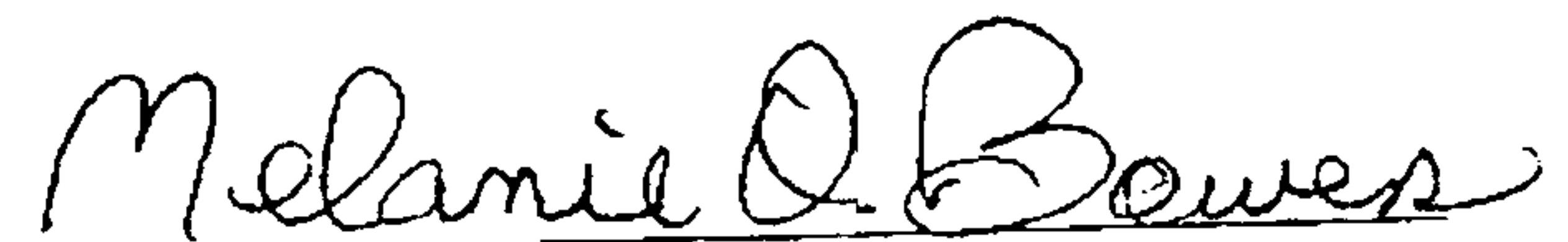
## ARTICLE VII

### TRANSFERABILITY OF INTERESTS

The interests in MCS, L.L.C. shall be transferable, in whole to a new member or in part to an additional member, only upon the unanimous written consent of all members.

IN WITNESS WHEREOF, the undersigned members of MCS, L.L.C. have executed these Articles of Organization, on this the 12 day of Jan, 2003.

  
Daniel J. Bowers.

  
Melanie O. Bowers

THIS DOCUMENT PREPARED BY:

C. Stephen Alexander, P.C.  
2401 Arlington Avenue  
Birmingham, AL 35205  
(205) 933-8800



THIS AGREEMENT is made by and between Daniel J. Bowers and Melanie O. Bowers (hereinafter "the Members").

#### ARTICLE I

##### Formation of Limited Liability Company

1. The Members hereby form a Limited Liability Company pursuant to Alabama Code sections 10-12-1 through 10-12-61.

2. The Members acknowledge their execution of Articles of Organization and have caused such Articles to be filed in the office of the Secretary of State and Probate Judge in accordance with the provisions of the Alabama Code.

#### ARTICLE II

##### Name, Purpose, Place of Business, and Term of Limited Liability Company

1. The business of the Limited Liability Company shall be conducted under the name of MCS, L.L.C.

2. The purpose of the L.L.C. shall be to engage in general business activities, but primarily to own real estate and to engage in the sale of petroleum products and the carrying on of all other business activities incident to or a part of the business of gasoline/convenience stores and any of its related activities.

3. The principal place of business of the L.L.C. shall be established at such location as may from time to time be agreed upon by the Members.

4. The L.L.C. commenced on Jan 10, 2007 and shall continue until terminated as hereinafter provided.

### ARTICLE III

#### Duties and Powers of Members

1. The general management, control, and conduct of the L.L.C. business shall be vested in the Members.

2. Each of the Members shall have an equal vote in the management and conduct of the L.L.C. business and all decisions shall be by unanimous agreement of the Members. Agents to act on behalf of the L.L.C. may be provided for by unanimous approval of the Members. In the event the Members cannot unanimously agree on any business decision, they hereby appoint D. Lloyd Bowers, or his unanimously appointed successor, as arbiter and agree to abide by his decisions in all matters referred to him.

3. Checks drawn on any L.L.C. bank account shall be signed by any Member.

4. Proper and complete books of account of the business of the L.L.C. shall be kept under the supervision of the Members at the principal place of business of the L.L.C. and shall be open to inspection by any of the Members, or by their accredited representatives, at any reasonable time during business hours.

5. The L.L.C. books shall be kept on a cash basis, and all tax returns, reports, etc., shall reflect the cash basis for reporting income and expenses.

### ARTICLE IV

#### Profits and Losses

1. The fiscal year of the L.L.C. shall be Jan. 1 to Dec. 31. The net profits or net losses of the L.L.C. shall be determined in



accordance with generally accepted accounting practice as soon as possible after the closed of each fiscal year.

2. The net profits or net losses of the L.L.C. shall belong to and be credited or debited, as the case may be, to each of the Members, in the proportions set opposite their respective names:

Daniel J. Bowers	50%
Melanie O. Bowers	50%

3. An individual drawing account shall be maintained for each Member, to which shall be credited or debited his share of the net profits or net losses of the L.L.C., as the case may be. Any Member may, at any time or from time to time, withdraw all or any part of the credit balance in his drawing account.

4. No Member shall be personally liable for any debts of the L.L.C. or losses beyond the amount of his interest in the L.L.C. anything to the contrary herein notwithstanding.

#### **ARTICLE V**

##### **Death, Incapacity or Dissociation**

1. Ninety (90) days after a Member's death, legally determined incapacity, or any other event of dissociation list under Alabama Code section 10-12-36, the L.L.C. shall be terminated unless at least two remaining members, or one remaining member and one new member, shall give their unanimous written consent to the continuation of the L.L.C. and its business. The estate or legal representative of a deceased or incapacitated Member shall share in the net profits or losses of the L.L.C. until such Member's interest in the L.L.C. shall be purchased by either the remaining



Member or a new Member, or the L.L.C. is terminated and its business liquidated.

2. Should a Member die, become incapacitated or dissociated, the remaining Member shall have the right, at his election, to either (i) purchase the interest of such Member and to terminate and liquidate the L.L.C. or (ii) to continue in business with a new Member. A new Member shall purchase a deceased Member's interest only with the remaining Member's express consent.

3. If the remaining Member elects to purchase the interest of such deceased Member, he shall serve notice in writing of such election to such Member or his estate or legal representative, as the case may be, within 90 days after the death, incapacity or dissociation of such other Member. The purchase price shall be equal to the value of such interest as determined by averaging two qualified appraisals, one to be obtained by each Member or his estate or legal representative. In making such appraisal, all liabilities and assets of the L.L.C. shall be taken into account and valued as nearly as possible at the fair market value thereof at the time of the death or incapacity of such Member. The purchase price shall be paid in cash within thirty days after the completion of both appraisals unless otherwise agreed.

4. If the remaining Member does not elect to purchase the interest of such Member or to continue business with a new Member, the remaining Member shall proceed with reasonable promptness to liquidate the L.L.C.

## ARTICLE VI

### Liquidation

1. Upon the termination of the L.L.C. business, by agreement of the Members or for any other reason, its liabilities and obligations to creditors shall be paid, and its assets, or the proceeds of their sale, shall then be distributed in the following orders: (a) to the Members or their estates with respect to their shares of any undrawn profits; (b) to the Members or their estates with respect to their capital contributions. Any amount then remaining shall be divided among all the Members or their estates in the same proportion as their participation in profits and losses.

## ARTICLE VII

### Assignment

No Member may assign, pledge, or hypothecate or in any manner transfer his interest in the L.L.C. without unanimous written consent of all Members.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, on the 10 day of Jan, 2003.

Charlotte L. Smith  
WITNESS

Daniel J. Bowers  
Daniel J. Bowers

Charlotte L. Smith  
WITNESS

Melanie O. Bowers  
Melanie O. Bowers