

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Donna Knotts Byrd 205-307-5048
B. E-MAIL CONTACT AT FILER (optional) dbyrd@waldinglaw.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) SERVISFIRST BANK 850 SHADES CREEK PARKWAY SUITE 200 BIRMINGHAM, ALABAMA 35209



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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 MCS, LLC				
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 718 1ST STREET NORTH	CITY ALABASTER	STATE AL	POSTAL CODE 35007	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 SERVISFIRST BANK				
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS 850 SHADES CREEK PKWY, SUITE 200	CITY BIRMINGHAM	STATE AL	POSTAL CODE 35209	COUNTRY USA

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

This financing statement is filed as additional Security in connection with a Mortgage and Assignment of Rents and Leases being filed simultaneously herewith, on which the appropriate Mortgage Tax is being paid.

See attached Schedule I hereto and made a part hereof by reference.

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/Licenser				
8. OPTIONAL FILER REFERENCE DATA:				

SCHEDULE I TO UCC FINANCING STATEMENT
DEBTOR: MCS, LLC
SECURED PARTY: SERVISFIRST BANK

All of Debtor/Borrower/Grantor's (hereinafter "Debtor") right, title and interest in, to, and under any and all of 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 (which property is hereinafter referred to collectively as the "Premises"), whether now owned or held or hereafter acquired:

- (a) All those certain tracts or parcels of land located in Shelby County, Alabama as more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Land"); and
- (b) 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 debtor and located in, or about, or used or intended to be used with or in connection with the construction, use, operation or enjoyment of the Premises 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"), all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Premises as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by a Mortgage and Security Agreement to be filed simultaneously herewith (the "Mortgage"); and
- (c) 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 Premises or any part thereof, or which hereafter shall in any way belong, relate to be appurtenant thereto, whether now owned or hereafter acquired by them; and
- (d) All rents, issues, profits, royalties, proceeds, dividends, interest and revenues of the Premises from time to time accruing, including, without limitation, all sums due under any leases or tenancies, whether the product of sale, lease, license, exchange or other

disposition of the Property, paid or accruing before or after the filing of any petition by or against the Debtor under the federal Bankruptcy Code, and all instruments delivered to the Secured Party in substitution for or in addition to any such property; and together with all proceeds of insurance, condemnation payments, security deposits and esrow funds and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Debtor of, in and to the same reserving only the right to Debtor to collect the same so long as an event of Default has not occurred hereunder or such collection is not otherwise restricted by the Mortgage;

- (e) And to the fullest extent assignable (if assignable by law), any and all licenses and permits obtained by Debtor relating to the use and operation of the Premises; and
- (f) All of the inventory, including without limitation, all goods, merchandise, raw and processed materials, finished goods or tangible personal property now owned or hereafter acquired and held for sale or lease, or to be furnished under the contracts of service or used or consumed in the debtor's business, including without limitation, returned or repossessed goods and contract rights with respect to all inventory; and
- (g) All equipment, fixtures and other tangible property of the Debtor, and any and all accessions and additions thereto, any substitutions and replacements therefor, and all attachments and improvements placed upon or used in connection therewith, or any part thereof; and
- (h) all accounts, contracts and general intangibles of the Debtor; and
- (i) All of the Debtor's rights as an unpaid vendor or lienor, including stoppage in transit, replevin, detinue and reclamation; and
- (j) All moneys of the Debtor, all deposit accounts of the Debtor in which such moneys may at any time be on deposit or held, all investments or securities of the Debtor in which such moneys may at any time be invested and all certificates, instruments and documents of the Debtor from time to time representing or evidencing any such moneys; and
- (k) All investment property of the Debtor; and
- (l) Any other property of the Debtor now or hereafter held by the Secured Party or by others for the Secured Party's account; and
- (m) All books, documents, files, ledgers and records (whether on computer or otherwise) covering or otherwise related to any of the property described in the foregoing granting clauses.



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EXHIBIT "A"

The following is a description of a tract of land situated in the SE 1/4 of the NE 1/4 of Section 35, Township 20 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Southeast corner of the SE 1/4 of the NE 1/4 of Section 35, Township 20 South, Range 3 West, and run in a Westerly direction along the South said 1/4-1/4 section line 374.41 feet to the West right of way line of U.S. Highway 31 which is the point of beginning; thence continue along said course 113.30 feet to the East right of way line of L & N Railroad; thence 96 degrees, 42 minutes, 35 seconds right 209.00 feet along said L & N Railroad right of way line; thence 83 degrees 17 minutes 25 seconds right 108.17 feet to the West right of way line of U.S. Highway 31; thence 95 degrees 05 minutes 25 seconds right and continue on said right of way 48.34 feet to a curve to the right, said curve having a central angle of 00 degrees 34 minutes 10 seconds with a radius of 16,102.5 feet; thence continue on said curve 160.04 feet to the point of beginning.



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