

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Kelly Ryan (704) 444-2000	
B. E-MAIL CONTACT AT FILER (optional) kelly.ryan@kattenlaw.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
<div style="border: 1px solid black; padding: 5px;"> Katten Muchin Rosenman LLP 550 S. Tryon Street Suite 2900 Charlotte, NC 28202-4213 </div>	



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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 MAILSOUTH, INC.						
OR	1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS 5901 Highway 52 East			CITY Helena	STATE AL	POSTAL CODE 35080	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 ANTARES CAPITAL LP						
OR	3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS 500 West Monroe Street			CITY Chicago	STATE IL	POSTAL CODE 60661	COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:
See Schedule A attached hereto and incorporated herewith. This instrument is filed as additional security for a mortgage recorded simultaneously herewith.

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 with: AL - Shelby County [387132-00057] (Helena, AL) F#525637
A#732746

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 MAILSOUTH, INC.	
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 of Schedule A attached hereto.

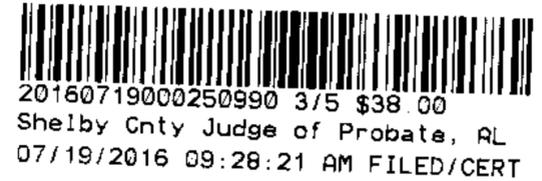
17. MISCELLANEOUS:

SCHEDULE A TO UCC-1 FINANCING STATEMENT

MAILSOUTH, INC., as Debtor

and

ANTARES CAPITAL LP, as Secured Party



All of Debtor's right, title, and interest, whether now owned or hereafter acquired, in and to the following property (the "**Property**") located upon or used in connection with the real property described on Exhibit A attached to this Schedule A (the "**Land**"):

a) All of Debtor's right, title and interest in and to the following (collectively, the "**Improvements**"): all buildings, improvements and fixtures of every kind or nature situated on the Land; all machinery, appliances, equipment, furniture and all other personal property of every kind or nature located in or on, or attached to, or used or to be used in connection with the Land, buildings, structures, improvements or fixtures; all building materials and goods procured for use or in connection with the foregoing; and all additions, substitutions and replacements to any of the foregoing; and all additions, substitutions and replacements thereto which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of the Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing given by Debtor in favor of Secured Party in connection herewith encumbering the land described on Exhibit A hereto (the "**Security Instrument**");

b) All of Debtor's right, title and interest in and to all easements, servitudes, rights-of-way, water courses, mineral rights, water rights, air rights and appurtenances in any way belonging, relating or appertaining to any of the Land or Improvements, or which hereafter shall in any way belong, relate or be appurtenant thereto ("**Appurtenances**");

c) All of Debtor's right, title and interest in and to all agreements for the use, enjoyment or occupancy of the Land and/or Improvements now or hereafter entered into (the "**Leases**") and all rents, prepayments, termination payments, royalties, profits, issues and revenues from the Land and/or Improvements from time to time accruing under the Leases or otherwise (the "**Rents**"), reserving to Debtor, however, so long as no "Event of Default" (defined in the Security Instrument) has occurred, a revocable license to receive and apply the Rents in accordance with the terms and conditions of Section 9 of the Security Instrument;

d) To the extent assignable, Debtor's interest in all claims, demands, judgments, insurance proceeds, tax refunds, rights of action, awards of damages, compensation, and settlements hereafter made resulting from or relating to (i) the taking of the Land or the Improvements or any part thereof under the power of eminent domain, (ii) any damage (whether caused by such taking, by casualty or otherwise) to the Land, Improvements or Appurtenances or any part thereof, or (iii) the ownership or operation of the Property;

e) To the extent assignable, all now or hereafter existing management contracts and all permits, certificates, licenses, agreements, approvals, entitlements and authorizations, however characterized, issued or in any way furnished for the acquisition, construction,

operation and use of the Land, Appurtenances, Improvements and/or Leases, including building permits, environmental certificates, licenses, certificates of operation, warranties and guaranties;

f) All of Debtor's right, title and interest in and to all proceeds, products, replacements, additions, substitutions, renewals and accessions of and to the Land, Improvements, Appurtenances or any other property of the types described in the preceding granting clauses; and

g) Any and all after-acquired right, title or interest of Debtor in and to any property of the types described in the preceding granting clauses.

All capitalized terms not defined in Schedule A shall have their respective meanings set forth in the Credit Agreement (as defined in the Security Instrument).



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EXHIBIT A

Legal Description

A parcel of land situated in the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 14, Township 20 South, Range 3 West, described as follows:

Commence at the Northwest corner of the Southeast $\frac{1}{4}$ of Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 14 go South $01^{\circ}43'16''$ East along the West boundary of said $\frac{1}{4}$ $\frac{1}{4}$ $\frac{1}{4}$ section for 242.10 feet to a point on a curve to the right on the Northerly boundary of Highway 52, said curve having a central angle of $46^{\circ}22'58''$ and a radius of 632.72 feet; thence Southeasterly along said curve 512.20 feet to the Westerly boundary of Tenneyson Drive; thence (5) five courses along said Westerly boundary as follows - go North $02^{\circ}56'51''$ East for 166.62 feet to the beginning of a curve to the right, having a central angle of $24^{\circ}46'23''$ and a radius of 275.44 feet; thence Northerly along said curve 119.09 feet to the point of tangent; thence North $27^{\circ}43'13''$ East for 36.01 feet to the beginning of a curve to the left, having a central angle of $45^{\circ}34'40''$ and a radius of 205.37 feet; thence Northeasterly along said curve for 163.37 feet to the point of tangent; thence North $17^{\circ}51'26''$ West for 57.56 feet to the North boundary of said $\frac{1}{4}$ $\frac{1}{4}$ $\frac{1}{4}$ section; thence South $89^{\circ}57'00''$ West for 469.95 feet to the point of beginning.

Situated in Shelby County, Alabama.



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