

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
Latham & Watkins LLP 885 Third Avenue New York, NY 10022-4834 Attn: Joshua A. Tinkelman, Esq.

20160729000266010 1/5 \$38.00
Shelby Cnty Judge of Probate, AL
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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 PROPERTIES, LLC			
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
5901 Highway 52 East	Helena	AL	35080	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	PennantPark Investment Administration, LLC			
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
590 Madison Avenue, 15th Floor	New York	NY	10022	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.

* mtg 20160719000251050

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

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 PROPERTIES, 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 of Schedule A attached hereto.

17. MISCELLANEOUS:

SCHEDULE A TO UCC-1 FINANCING STATEMENT

MAILSOUTH PROPERTIES, LLC, as Debtor

and

PENNANTPARK INVESTMENT ADMINISTRATION, LLC, 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

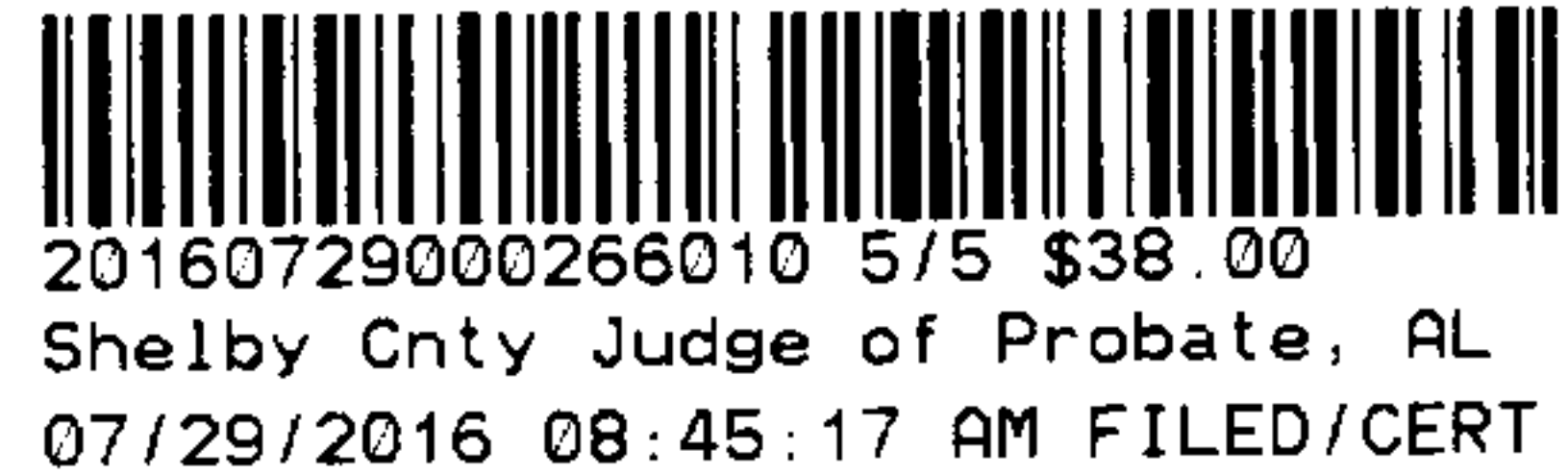
g) Any and all after-acquired right, title or interest of Debtor in and to any property of the types described in the preceding granting clauses.

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



PARCEL I:

Lots 1 and 2, according to the Survey of Southeast Electric Services, as recorded in Map Book 32, page 98, in the Probate Office of Shelby County, Alabama.

PARCEL II:

A parcel of land situated in the South half of the Southwest 1/4 of Section 14, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Southwest corner of Lot 2 of Southeast Electric Services; thence run in a Westerly direction for a distance of 106.34 feet to a point on the Easternmost right of way of Tennyson Drive, said point also being on a curve to the left, said curve having a radius of 1010.74 feet, a central angle of $01^{\circ}23'43''$, a chord length of 24.61 feet, and an interior angle to chord of $71^{\circ}04'54''$ and run in a Northeasterly direction along the arc of said curve and along said right of way for a distance of 24.61 feet to a point on a non-tangent line; thence turn an interior angle to the left from chord of $180^{\circ}41'54''$ and run in a Northeasterly direction for a distance of 28.17 feet to a curve turning to the right, said curve having a radius of 485.71 feet, a central angle of $11^{\circ}56'26''$, a chord length of 101.04 feet, and an interior angle to the left to chord of $174^{\circ}03'54''$; thence run in a Northeasterly direction along said curve and said right of way for a distance of 101.22 feet to curve turning to the right, said curve having a radius of 225.21 feet, a central angle of $13^{\circ}52'29''$, a chord length of 54.40 feet, and an interior angle to the left from chord of $166^{\circ}53'37''$; thence run in a Northeasterly direction along said arc and along said right of way for a distance of 54.54 feet to a curve turning to the left, said curve having a radius of 587.39 feet, a central angle of $01^{\circ}16'06''$, a chord length of 13.00 feet, and an interior angle to the left to chord of $174^{\circ}13'51''$; thence run in a Northeasterly direction along the arc of said curve and along said right of way line for a distance of 13.00 feet; thence leaving said right of way turn an interior angle to the left from chord of $44^{\circ}54'34''$ and run in a Southerly direction for a distance of 195.26 feet to the POINT OF BEGINNING.