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Shelby Cnty Judge of Probate, AL  
02/05/2024 03:01:49 PM FILED/CERT

**UCC FINANCING STATEMENT AMENDMENT**  
FOLLOW INSTRUCTIONS

<b>A. NAME &amp; PHONE OF CONTACT AT SUBMITTER (optional)</b> Ryan LaValle (312) 995-6333				
<b>B. E-MAIL CONTACT AT SUBMITTER (optional)</b> RLaValle@KSLAW.com				
<b>C. SEND ACKNOWLEDGMENT TO: (Name and Address)</b> <div style="border: 1px solid black; padding: 10px; margin: 5px 0;">Strategic Research, LLC 729 Ripley Ave. Ashland, MS 38603</div> <div style="text-align: center; font-weight: bold; font-size: small;">SEE BELOW FOR SECURED PARTY CONTACT INFORMATION</div>				
<b>1a. INITIAL FINANCING STATEMENT FILE NUMBER</b> 20180627000228580 06/27/2018			<b>1b.</b> <input checked="" type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13.	
<b>2.</b> <input type="checkbox"/> <b>TERMINATION:</b> Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party(ies) authorizing this Termination Statement				
<b>3.</b> <input type="checkbox"/> <b>ASSIGNMENT:</b> Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9 For partial assignment, complete items 7 and 9; check ASSIGN Collateral box in item 8 and describe the affected collateral in item 8				
<b>4.</b> <input type="checkbox"/> <b>CONTINUATION:</b> Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law				
<b>5. PARTY INFORMATION CHANGE:</b> <div style="display: flex; justify-content: space-between; font-size: small;"><div>Check <u>one</u> of these two boxes: This Change affects <input type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record</div><div>AND Check <u>one</u> of these three boxes to: <input type="checkbox"/> CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c <input type="checkbox"/> ADD name: Complete item 7a or 7b, and item 7c <input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b</div></div>				
<b>6. CURRENT RECORD INFORMATION:</b> Complete for Party Information Change - provide only <u>one</u> name (6a or 6b)				
<div style="border: 1px solid black; padding: 2px;"><b>6a. ORGANIZATION'S NAME</b></div> <div style="display: flex; justify-content: space-between; font-size: small; margin-top: 5px;"><span>OR</span><span><b>6b. INDIVIDUAL'S SURNAME</b></span><span><b>FIRST PERSONAL NAME</b></span><span><b>ADDITIONAL NAME(S)/INITIAL(S)</b></span><span><b>SUFFIX</b></span></div>				
<b>7. CHANGED OR ADDED INFORMATION:</b> Complete for Assignment or Party Information Change - provide only <u>one</u> name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)				
<div style="border: 1px solid black; padding: 2px;"><b>7a. ORGANIZATION'S NAME</b></div> <div style="display: flex; justify-content: space-between; font-size: small; margin-top: 5px;"><span>OR</span><span><b>7b. INDIVIDUAL'S SURNAME</b></span><span><b>INDIVIDUAL'S FIRST PERSONAL NAME</b></span><span><b>INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)</b></span><span><b>SUFFIX</b></span></div>				
<div style="display: flex; justify-content: space-between; font-size: small;"><span><b>7c. MAILING ADDRESS</b></span><span><b>CITY</b></span><span><b>STATE</b></span><span><b>POSTAL CODE</b></span><span><b>COUNTRY</b></span></div>				
<b>8. COLLATERAL CHANGE:</b> Check only <u>one</u> box: <input type="checkbox"/> ADD collateral <input checked="" type="checkbox"/> DELETE collateral <input type="checkbox"/> RESTATE covered collateral <input type="checkbox"/> ASSIGN* collateral <div style="font-size: x-small; margin-top: 5px;">Indicate collateral: *Check ASSIGN COLLATERAL only if the assignee's power to amend the record is limited to certain collateral and describe the collateral in Section 8</div> <p style="margin-top: 10px;">"Purchased Assets" referenced in that certain Asset Purchase Agreement, dated as of February 1, 2024, by and between MailSouth, Inc., an Alabama corporation, MailSouth Properties, LLC, an Alabama limited liability company, and MSpark Media, LLC, a Delaware limited liability company, and 5901 Highway 52E, LLC, a Delaware limited liability company.</p>				
<b>9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:</b> Provide only <u>one</u> name (9a or 9b) (name of Assignor, if this is an Assignment) If this is an Amendment authorized by a DEBTOR, check here <input type="checkbox"/> and provide name of authorizing Debtor				
<div style="border: 1px solid black; padding: 2px;"><b>9a. ORGANIZATION'S NAME</b> Antares Capital LP</div> <div style="display: flex; justify-content: space-between; font-size: small; margin-top: 5px;"><span>OR</span><span><b>9b. INDIVIDUAL'S SURNAME</b></span><span><b>FIRST PERSONAL NAME</b></span><span><b>ADDITIONAL NAME(S)/INITIAL(S)</b></span><span><b>SUFFIX</b></span></div>				
<b>10. OPTIONAL FILER REFERENCE DATA:</b> Filed with: AL - Shelby County; Debtor: MAILSOUTH, INC.				

F#980317  
A#1340168



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UCC FINANCING STATEMENT AMENDMENT ADDENDUM  
FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as Item 1a on Amendment form 20180627000228580 06/27/2018	
12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form	
12a. ORGANIZATION'S NAME Antares Capital LP	
OR	12b. INDIVIDUAL'S SURNAME
	FIRST PERSONAL NAME
	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit			
13a. ORGANIZATION'S NAME MailSouth, Inc.			
OR	13b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

14. ADDITIONAL SPACE FOR (CHECK ONE BOX): ☐ ITEM 8 (Collateral) OR ☐ OTHER INFORMATION (Please Describe)

15. This FINANCING STATEMENT AMENDMENT: <input type="checkbox"/> covers timber to be cut <input type="checkbox"/> covers as-extracted collateral <input checked="" type="checkbox"/> is filed as a fixture filing	17. Description of real estate: See Exhibit A of Schedule A attached hereto.
16. Name and address of a RECORD OWNER of real estate described in item 17 (if Debtor does not have a record interest):	

18. MISCELLANEOUS:



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**SCHEDULE A TO UCC-1 FINANCING STATEMENT**

**MAILSOUTH, INC., as Debtor**

**To**

**ANTARES CAPITAL LP, as administrative agent, as Secured Party**

All of Debtor's right, title, and interest, whether now owned or hereafter acquired, in and to the following property and all proceeds thereof (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 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; 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 dated as of June \_\_\_\_, 2018 (the "Security Instrument");

(B) 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 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" (as 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





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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 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; and

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 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 14, Township 20 South, Range 3 West, described as follows:

Commence at the Northwest corner of the Southeast 1/4 of Southwest 1/4 of the Southwest 1/4 of Section 14 go South 01°43'16" East along the West boundary of said 1/4 1/4 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°22'58" and a radius of 632.72 feet; thence Southeasterly along said curve 512.20 feet to the Westerly boundary of Tennyson Drive; thence (5) five courses along said Westerly boundary as follows - go North 02°56'51" East for 166.62 feet to the beginning of a curve to the right, having a central angle of 24°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°43'13" East for 36.01 feet to the beginning of a curve to the left, having a central angle of 45°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°51'26" West for 57.56 feet to the North boundary of said 1/4 1/4 1/4 section; thence South 89°57'00" West for 469.95 feet to the point of beginning.

Situated in Shelby County, Alabama.



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
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\$38.00 CHERRY  
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