

☐ The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).

No. of Additional Sheets Presented:

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Return copy or recorded original to:

Stuart Rathje
55 East Monroe, Suite 3700
Chicago, IL 60603

THIS SPACE FOR USE OF FILING OFFICER
Date, Time, Number & Filing Office

Pre-paid Acct #

2. Name and Address of Debtor

(Last Name First if a Person)

International Expeditions, Inc.
4800 North Federal Highway
Suite 307D
BOCA RATON, FL 33431

Social Security/Tax ID #

2A. Name and Address of Debtor

(IF ANY)

(Last Name First if a Person)

Social Security/Tax ID #

☐ Additional debtors on attached UCC-E

FILED WITH:

AL-Shelby County

3. NAME AND ADDRESS OF SECURED PARTY (Last Name First if a Person)

Antares Capital Corporation, as Agent
311 South Wacker Drive, Suite 6400
Chicago, IL 60606

Social Security/Tax ID #

☐ Additional secured parties on attached UCC-E

4. ASSIGNEE OF SECURED PARTY

(IF ANY)

(Last Name First if a Person)

5. The Financing Statement Covers the Following Types (or items) of Property:

All of Debtor's now owned and existing and hereafter acquired accounts, inventory, equipment, fixtures, chattel paper, general intangibles, instruments, documents, investment property and other personal property, including without limitation, the property described on Exhibit A hereto, wheresoever located, together with proceeds thereof. The above property is or may become fixtures on the real estate described on Exhibit B attached hereto. See Exhibit B for the name of the record owner of the real estate described on Exhibit B.

(real estate records - fixture filing)

Additional Security to mortgage filed simultaneously herewith

Check X if covered: ☒ Products of Collateral are also covered.

6. This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so)

- ☐ already subject to a security interest in another jurisdiction when it was brought into this state.
☐ already subject to a security interest in another jurisdiction when debtor's location changed to this state.
☐ which is proceeds of the original collateral described above in which a security interest is perfected.
☐ acquired after a change of name, identity or corporate structure of debtor.
☐ as to which the filing has lapsed.

7. Complete only when filing with the Judge of Probate:

The initial indebtedness secured by this financing statement is \$ 2,000,000.00

Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$

8. ☐ This financing statement covers timber to be cut, crops, or fixtures and is to be cross indexed in the real estate mortgage records (Describe real estate and if debtor does not have an interest of record, give name of record owner in Box 5)

5A. Enter Code(s) From Back of Form That Best Describes The Collateral Covered By This Filing:

0	0	0	8	0	0
0	0	1	—	—	—
1	0	0	—	—	—
1	0	1	—	—	—
3	0	0	—	—	—
5	0	0	—	—	—
7	0	0	—	—	—

Signature(s) of Debtor(s)

Signature(s) of Debtor(s)

International Expeditions, Inc

Type Name of Individual or Business

Signature(s) of Secured Party(ies)
(Required only if filed without debtor's Signature -- see Box 6)

Signature(s) of Secured Party(ies) or Assignee

Signature(s) of Secured Party(ies) or Assignee

Type Name of Individual or Business

(1) FILING OFFICER COPY - ALPHABETICAL
(2) FILING OFFICER COPY - NUMERICAL

(3) FILING OFFICER COPY - ACKNOWLEDGEMENT
(4) FILE COPY - SECURED

(5) FILE COPY DEBTOR(S)

STANDARD FORM -- UNIFORM COMMERCIAL CODE -- FORM UCC-1
Approved by The Secretary of State of Alabama

EXHIBIT A
TO UCC FINANCING STATEMENT
SHOWING INTERNATIONAL EXPEDITIONS, INC.
AS DEBTOR AND
ANTARES CAPITAL CORPORATION, AS AGENT
AS SECURED PARTY

This financing statement covers all of the following property and interests in property, whether now owned or existing or hereafter acquired or arising, and wheresoever located:

(A) all instruments including, without limitation, promissory notes, drafts, bills of exchange, trade acceptances, letters of credit, and chattel paper (collectively, "Instruments");

(B) all accounts;

(C) all inventory;

(D) all general intangibles including, without limitation, all right, title and interest in or under any (i) contracts, undertakings, or other agreements (other than rights evidenced by chattel paper, Documents (as defined below) or Instruments) in or under which Debtor may now or hereafter have any right, title or interest, including, without limitation, with respect to an account, any agreement relating to the terms of payment or the terms of performance thereof (collectively, "Contracts"), (ii) models, drawings, materials and records, (iii) claims, (iv) literary rights, goodwill and rights of performance (v) any copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, and all renewals of any of the foregoing (collectively, "Copyright"), (vi) any trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith and renewals thereof (collectively, "Trademarks"), (vii) any patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing (collectively, the "Patents"), (viii) all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any Copyrights, Trademarks and Patents, including, without limitation, damages and payments for past, present and future infringements of any Copyrights, Trademarks and Patents and the right to sue for past, present and future infringements of any Copyrights,

Trademarks and Patents, and (ix) warranties, rights under insurance policies and rights of indemnification;

(E) all equipment, including without limitation, all motor vehicles, tractors, trailers and other like property, whether or not the title thereto is governed by a certificate of title or ownership;

(F) all documents, including without limitation, all documents of title, bills of lading or other receipts evidencing or representing Inventory or equipment;

(G) all Contracts;

(H) all goods;

(I) all investment property;

(J) the balance from time to time in all bank and depository accounts maintained by Debtor; and

(K) all other tangible and intangible property of Debtor, including, without limitation, all Proceeds, products, accessions, rents, profits, income, benefits, substitutions, additions and replacements of and to any of the property of Debtor described in the preceding clauses of this Section 3 (including, without limitation, any proceeds of insurance thereon and all rights, claims and benefits against any Person relating thereto) and all books, correspondence, files, records, invoices and other papers, including without limitation all tapes, cards, computer runs, computer programs, computer files and other papers, documents and records in the possession or under the control of Debtor or any computer bureau or service company from time to time acting for Debtor. Notwithstanding the foregoing, "Collateral" shall not include any General Intangibles or other rights arising under any Contracts, Instruments, licenses or other documents (collectively, "Excluded Agreements") to the extent the grant of the foregoing security interest would (x) constitute a violation of a valid and enforceable restriction in favor of a third party on such grant, and/or (y) result in a default under, or a breach or termination of, any Excluded Agreement, unless and until any required consents shall have been obtained; provided, that "Collateral" shall include any Accounts arising, or General Intangibles for money due or to become due, under such Excluded Agreements. Debtor represents, warrants and covenants that it does not own, and will not own any assets which constitute Excluded Agreements which when aggregated are material to the business of Debtor.

Except as otherwise defined herein, all terms used herein shall have the meanings provided in the Uniform Commercial Code.

EXHIBIT B

Legal Description

PARCEL I:

Lot I, according to the Survey of Environ's Park Subdivision, as recorded in Map Book 14, Page 6, in the Probate Office of Shelby County, Alabama.

Together with that certain easement for ingress and egress as recorded in Real 58, Page 326 in the Probate Office of Shelby County, Alabama.

PARCEL II:

A parcel situated in the Northwest Quarter of the Northwest Quarter of Section 30, Township 20 South, Range 3 West, being more particularly described as follows:

Begin at the Northwest corner of said Section 30, thence run East along the North line of said quarter-quarter section for a distance of 100.00 feet to a point; thence run South and parallel to the West line of said quarter-quarter section for a distance of 390.00 feet to a point; thence run East and parallel to the North line of said quarter-quarter section for a distance of 150.00 feet to a point; thence run South and parallel to the West line of said quarter-quarter section for a distance of 410.00 feet to a point; thence run West and parallel to the North line of said quarter-quarter section for a distance of 250.00 feet to a point on the West line of said quarter-quarter section; thence run North along the West line of said quarter-quarter section for a distance of 800.00 feet to the point of beginning. Situated in Shelby County, Alabama.

International Expeditions, Inc. is the owner of the above-described real estate.

Inst # 2000-26960

**08/08/2000-26960
03:33 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 NMS 19.00**