

1. Debtor(s) (Last Name First) and address(s) ALLTEL Alabama, Inc. Elmore-Coosa Telephone Company, Inc. Leeds Telephone Company, Inc.	2. Secured Party (ies) and address(es) Rural Telephone Bank, and United States of America, acting through the Administrator of the Rural Electrification Administration	3. Filing Officer (Date, Time, No. and Filing Office) JUL 27 AM 8:37 0260511
4. ☒ Debtor is a utility.		
5. This financing statement covers the following types (or items) of property: (See Page 2 for addresses for Debtors and Secured Parties)		

See Exhibit A attached hereto and made a part hereof.

6. Complete only when filing with the Judge of Probate: The initial indebtedness secured by this financing statement is \$ <u>Additional</u> Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$ <u>Security</u>	☒ 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)
8. Check X if covered: ☒ Products of Collateral are also covered. <u>17.00</u>	No. of additional sheets presented <u>3</u>
9. 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
Filed with: Judge of Probate Shelby County, Alabama	Signature(s) of Secured Party (ies) (Required only if filed without debtor's Signature—see Box 9)
[See extension sheet for signatures] Signature(s) of Debtor(s)	
(1) FILING OFFICER COPY—ALPHABETICAL	

EXTENSION SHEET FOR UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

STATE OF <u>Alabama</u>	TOTAL NUMBER OF SHEETS <u>4</u>
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Address for Debtors:

P. O. Box 67
Leeds, Alabama 35094

Address for Secured Parties:

U. S. Department of Agriculture
Washington, D. C. 20250-1500ALLTEL Alabama, Inc.
Elmore-Coosa Telephone Company, Inc.
Leeds Telephone Company, Inc.By R. S. Richard, as Agent,

90 JUL 27 AM 8:37

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

0260511

DEBTOR 5

SECURED PARTY

2
SHEET No.

EXHIBIT A
To UCC Financing Statement

Debtors : ALLTEL Alabama, Inc.
Elmore-Coosa Telephone Company, Inc.
Leeds Telephone Company, Inc.

Secured
Parties : Rural Telephone Bank, and
United States of America, acting through the
Administrator of the Rural Electrification
Administration

The Secured Parties have a continuing security interest in the following items (or types) of property:

All right, title and interest of the Debtors in and to all extensions and improvements of the Existing Facilities as aforesaid and additions thereto, and all buildings, plants, works, improvements, structures, estates, grants, franchises, easements, rights, privileges and properties real, personal and mixed, tangible or intangible, of every kind or description, now owned by the Debtors or which may hereafter be owned, constructed or acquired by the Debtors, wherever located, and in and to all extensions and improvements thereof and additions thereto, including all buildings, plants, works, structures, improvements, fixtures, apparatus, materials, supplies, machinery, tools, implements, poles, posts, crossarms, conduits, ducts, lines, whether underground or overhead or otherwise, wires, cables, exchanges, switches, desks, testboards, frames, racks, motors, generators, batteries and other items of central office equipment, subscriber station equipment, including house wiring and protectors, instruments, connections and appliances, office furniture and equipment, work equipment and any and all other property of every kind, nature and description, used, useful or acquired for use by the Debtors in connection therewith;

All right, title and interest of the Debtors in, to and under any and all grants, privileges, rights of way and easements now owned, held, leased, enjoyed or exercised, or which may hereafter be owned, held, leased, acquired, enjoyed or exercised, by the Debtors for the purposes of, or in connection with, the construction or operation by or on behalf of the Debtors of telephone properties, facilities, systems or businesses, whether underground or overhead or otherwise, wherever located;

EXHIBIT A

All right, title and interest of the Debtors in, to and under any and all licenses, franchises, ordinances, privileges and permits heretofore granted, issued or executed, or which may hereafter be granted, used or executed, to it or to its assignors by the United States of America, or by any state, or by any county, township, municipality, village or other political subdivision thereof, or by any agency, board, commission or department of any of the foregoing, authorizing the construction, acquisition or operation of telephone properties, facilities, systems or businesses, insofar as the same may by law be assigned, granted, bargained, sold, conveyed, transferred, mortgaged, or pledged;

All right, title and interest of the Debtors in, to and under any and all contracts heretofore or hereafter executed by and between the Debtors and any person, firm, or corporation relating to the property mortgaged and pledged by the Mortgage and the Supplemental Mortgage, together with any and all accounts, contract rights and general intangibles (as such terms are defined in the applicable Uniform Commercial Code) heretofore or hereafter acquired by the Debtors;

Also, all right, title and interest of the Debtors in and to all other property, real or personal, tangible or intangible, of every kind, nature and description, and wheresoever situated, now owned or hereafter acquired by the Debtors, it being the intention hereof that all such property now owned but not specifically described herein or acquired or held by the Debtors after the date hereof shall be as fully embraced within and subjected to the lien hereof as if the same were now owned by the Debtors and were specifically described herein to the extent only, however, that the subjection of such property to the lien hereof shall not be contrary to law;

Together with all rents, income, revenues, profits and benefits at any time derived, received or had from any and all of the above-described property of the Debtors.

Provided, however, that except as provided in section 12(b) of article II of the Mortgage, as amended and supplemented by the Supplemental Mortgage, no automobiles, trucks, trailers, tractors or other vehicles (including without limitation, aircraft or ships, if any) owned or used by the Debtors shall be included in the property mortgaged by the Mortgage and the Supplemental Mortgage.