

STATE OF ALABAMA — UNIFORM COMMERCIAL CODE — FINANCING STATEMENT
FORM UCC-1 ALA.

Important: Read Instructions on Back Before Filling out Form.

☐ 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:

James E. Vann, Esquire
Donovan, Vann & Richey
One Independence Plaza
Suite 510
Birmingham, AL 35209

Pre-paid Acct #

2. Name and Address of Debtor

(Last Name First if a Person)

Weatherly Cable, Inc.
1855 Data Drive, Suite 100
Hoover, AL 35244

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

3. SECURED PARTY (Last Name First if a Person)

Highland Bank
2211 Highland Avenue South
Birmingham, AL 35205

Social Security/Tax ID #

☐ Additional secured parties on attached UCC-E

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

Inst # 1995-36667
12/21/1995-36667
03:03 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 16.00

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 the following property and types of property, whether presently owned or hereafter acquired or arising, and wherever located, and all proceeds and products thereof: All inventory (including, without limitation, raw materials and work in process); all equipment (including, but not limited to, all machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and recordkeeping equipment, tools and tools); all accounts, instruments, documents, chattel paper, contract rights, and any and all other rights to payment; all general intangibles; and all other personal property and fixtures. The foregoing specifically includes all property and assets of any nature whatsoever relating to Debtor's cable television facility, including, without limitation, headend equipment and assets, all antennae, receiving dishes, electronics, amplifiers and filters, power supplies, converters, decoders, all franchise or operating authorities or agreements, pole attachment agreements, licenses and license agreements, subscriber contracts, leaseholds, and all other contracts and agreements.

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

Check X if covered: ☒ Products of Collateral are also covered. See Exhibit A for legal description.

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

WEATHERLY CABLE, INC.

BY: *[Signature]* ITS: President

Signature(s) of Debtor(s)

WEATHERLY CABLE, INC.

Type Name of Individual or Business

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

The initial indebtedness secured by this financing statement is \$

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)

Signature(s) of Secured Party(ies)

(Required only if filed without debtor's Signature — see Box 6)

HIGHLAND BANK

BY: *[Signature]*

ITS: *[Signature]*

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

HIGHLAND BANK

Type Name of Individual or Business

Exhibit "A"

Weatherly Swim and Tennis Club

Part of the Southwest 1/4 of Section 31, Township 20 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at the most Southerly corner of Lot 116, Weatherly Brentwood Sector 15-Phase II, as recorded in the Office of the Judge of Probate, Shelby County, Alabama in Map Book 20, page 08, run in a Northeasterly direction along the Southeast line of Lot 116 and its Northeasterly extension thereof for a distance of 388.56 feet to an existing iron pin being on the curved Southwest right-of-way line of Weatherly Club Drive said Southwesterly right-of-way line of Weatherly Club Drive being concave in a Southwest direction and having a central angle of 26 degrees 55' 54" and radius of 1050.0 feet; thence turn an angle to the right (98 degrees 30' 30" to the chord of said curve) and run in a Southeasterly direction along the arc of said curve and Southwesterly right-of-way line for a distance 493.55 feet to an existing iron rebar being at a point of intersection with the Northwest right-of-way line of Wembley Way; thence turn an angle to the right (112 degrees 27' 23" from last mentioned chord line) and run in a Southwesterly direction along the Northwest right-of-way line of said Wembley Way for a distance of 184.92 feet to an existing iron pin being the point of beginning of a curve, said curve being concave in a Southeasterly direction and having a central angle of 36 degrees 39' 09" and a radius of 349.28 feet; thence turn an angle to the left and run in a Southwesterly direction along the Northwest right-of-way line Wembley Way for a distance of 223.44 feet to the point of ending of said curve; thence continue in a Southwesterly direction along the Northwest right-of-way line of said Wembley Way and along the line tangent to the end of said curve for a distance of 37.71 feet to an existing iron pin; thence turn an angle to the right of 90 degrees 00' 39" and run in a Northwesterly direction for a distance of 50.0 feet to an existing iron pin; thence turn an angle to the right of 19 degrees 55' 37" and run in a Northerly direction for a distance of 249.99 feet to an existing iron pin; thence turn an angle to the right of 17 degrees 48' 27" and run in a Northerly direction for a distance of 61.50 feet to an existing iron pin, said iron pin being a corner on Lot 115 of said Weatherly Brentwood Sector 15-Phase II, thence turn an angle to the right of 57 degrees 56' 33" and run in a Northeasterly direction along the Southeast line of said Lot 115 for a distance of 5.0 feet, more or less, to the point of beginning, containing 4.01 acres, more or less.

The record owner of the above described property is Weatherly Lands, L.L.C.

Weathswi

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TOTAL P.01