

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] James E. Vann (205) 930-5484	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Sirote & Permutt, P.C. 2311 Highland Avenue South Birmingham, Alabama 35205	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only <u>one</u> debtor name (1a or 1b) - do not abbreviate or combine names				
1a. ORGANIZATION'S NAME Adtrav Corporation				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 4555 Southlake Parkway		CITY Birmingham	STATE Al	POSTAL CODE 35244
				COUNTRY USA
1d. TAXID#: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION corporation	1f. JURISDICTION OF ORGANIZATION Delaware	1g. ORGANIZATIONAL ID #, if any 0839512 <input type="checkbox"/> NONE
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME -insert only <u>one</u> debtor name (2a or 2b) -do not abbreviate or combine names				
2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY
2d. TAX ID#: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only <u>one</u> secured party name (3a or 3b)				
3a. ORGANIZATION'S NAME Heritage Bank				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 3535 Grandview Parkway		CITY Birmingham	STATE Al	POSTAL CODE 35243
				COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

All of the equipment, fixtures, contract rights, general intangibles, and tangible personal property of every nature now owned or hereafter acquired by Debtor, all additions, replacements, and proceeds thereof and all other property set forth in SCHEDULE A attached hereto located on the real property described on EXHIBIT A attached hereto.

ALSO, all of the property, types of property and collateral described in SCHEDULE B attached hereto.

Additional security for mortgage recorded at _____ / _____.

5. ALTERNATIVE DESIGNATION [if applicable] <input type="checkbox"/> LESSEE/LESSOR <input type="checkbox"/> CONSIGNEE/CONSIGNOR <input type="checkbox"/> BAILEE/BAIOLR <input type="checkbox"/> SELLER/BUYER <input type="checkbox"/> AG. LIEN <input type="checkbox"/> NON-UCC FILING	
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]	
7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [optional] <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2	
8. OPTIONAL FILER REFERENCE DATA 45240-2	

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME		
Adtrav Corporation		
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME
		MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME				
OR	11b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME
				SUFFIX
11c. MAILING ADDRESS			CITY	STATE
				POSTAL CODE
				COUNTRY
11d. TAXID#: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME -insert only one debtor name (12a or 12b)

12a. ORGANIZATION'S NAME				
OR	12b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME
				SUFFIX
12c. MAILING ADDRESS			CITY	STATE
				POSTAL CODE
				COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☒ fixture filing.

14. Description of real estate.

See Exhibit A attached hereto and incorporated herein by reference

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

Adtrav Corporation

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

- ☐ Debtor is a TRANSMITTING UTILITY
- ☐ Filed in connection with a Manufactured-Home Transaction - effective 30 years
- ☐ Filed in connection with a Public-Finance Transaction - effective 30 years

SCHEDULE A

All tangible personal property now or hereafter owned by Debtor and now or at any time hereafter located on or at the real estate described in Exhibit A attached hereto, or used in connection therewith, including, but not limited to: all building materials, goods, machinery, tools, insurance proceeds, equipment (including fire sprinklers and alarms systems, air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, window or structural cleaning rigs, maintenance, exclusion of vermin or insects, removal of dust, refuse or garbage and all other equipment of every kind), lobby and all other indoor or outdoor furniture (including, but not limited to, tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), wall beds, wall safes, furnishings, appliances (including, but not limited to, ice boxes, refrigerators, ranges, dishwashers, disposals, hoods, fans, heaters, stoves, water heaters and incinerators), inventory, rugs carpets and other floor coverings, draperies and drapery rods and brackets, awnings, window shades, Venetian blinds, curtains, lamps, chandeliers and other lighting fixtures and office maintenance and other supplies.

Together with all rents, issues, profits, royalties or other benefits derived from the real estate described in Exhibit A, and together with all leases or subleases covering any portion of the real estate described in Exhibit A, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature, and together with all additions and accessions thereto and replacements thereof; and together with all proceeds or sums payable in lieu of or as compensation for the loss or damage to any property covered hereby or the real property upon which said property covered hereby is or may be located; all rights in and to all pertinent present and future fire and/or hazard insurance policies; all fixtures; and together with all additions and accessions thereto and replacements thereof.

All fixtures, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Debtor and now or hereafter located in, on, or used or intended to be used in connection with or with the construction, operation, or use of said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals and replacements to any of the foregoing; all building materials, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by the Debtor for the purpose of being used or useful in connection with the improvements located or to be located on the hereinabove described real estate, whether such materials, equipment, fixtures, and fittings are actually located on or adjacent to said real estate or not, and whether in storage or otherwise, wheresoever the same may be located. Personal property included within the property described in this Schedule A and with respect to which a security interest is granted in connection herewith shall specifically include, without limitation, all lumber and lumber products, bricks, building stones and building blocks, sand and cement, roofing material, paint, doors, windows, hardware, nails, wires and wiring, plumbing and plumbing fixtures, heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, furniture, and in general all building materials and equipment of every kind and character used or useful in connection with said improvements.

All Debtor's rights in and to the contracts, agreements, and other documents relating to the construction of the improvements on the property described in Exhibit A, including without limitation, construction contracts, drawings and specifications, together with any additions, extensions, revisions, modifications, or guarantees of performance or obligations to Debtor under any of the above.

SCHEDULE B

All of Debtor's right, title and interest of every kind or nature, without limitation, in, to and under all of the following items and types of property, whether now owned or hereafter created or acquired and wherever located (collectively referred to for convenience as the "Collateral")

A. Any and all of Debtor's accounts, accounts receivable, contract rights, and any and all other rights to the payment of monies, now existing or hereafter arising or acquired, including all repossessions and returns (hereinafter referred to for convenience as the "Accounts"), and all proceeds of the Accounts;

B. Any and all of Debtor's inventory in all of its forms, now or hereafter existing, including, without limitation, all goods purchased for resale, finished goods, work in process and raw materials, and goods which are returned to or repossessed by Debtor (hereinafter referred to for convenience as the "Inventory"), and all proceeds of the Inventory;

C. Any and all of Debtor's furniture, fixtures, equipment, and leasehold improvements, now or hereafter existing, used in manufacture or otherwise used in the conduct of Debtor's business, including, without limitation, office equipment, vehicles, aircraft, furniture and fixtures and leasehold improvements to the full extent of Debtor's interest in all of the above (hereinafter referred to for convenience as the "Equipment"), and all proceeds of the Equipment;

D. All presently existing and hereafter arising general intangibles (as that term is defined in the Uniform Commercial Code);

E. All other personal property and fixtures of the Debtor, whether now or hereafter existing, or now owned or hereafter acquired and wherever located, of every kind and description, tangible and intangible, including, without limitation, all deposits or other accounts of Debtor with Secured Party and all money, goods, instruments, securities, documents, chattel paper, accounts, contract rights, general intangibles, credits, claims, demands and any other property rights and interest of the Debtor; and

F. Any and all proceeds (including, without limitation, insurance proceeds) and products of any and all of the foregoing; all accessions, accessories, additions, amendments, attachments, modifications, replacements and substitutions to any of the above; all policies of insurance pertaining to any of the above as well as any proceeds and unearned premiums pertaining to such policies; and all books and records pertaining to any of the above.

The Collateral shall include all Collateral as defined above at any and all locations, including, without limitation, all of the Debtor's places of business (including, without limitation, 4555 Southlake Parkway, Birmingham, Alabama 35244).

EXHIBIT A

PARCEL 1:

Lot 1, according to a Resurvey of ATA Services Addition to Southlake, as recorded in Map Book 28, page 18, in the Office of the Judge of Probate of Shelby County, Alabama.

PARCEL 2:

Lots 2 and 3, according to a Resurvey of ATA Services Addition to Southlake, as recorded in Map Book 28, page 18, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama. Less and except a 60.00 foot wide parallel tract of land along the North line of said Lot 3, which was sold and conveyed to Charter Communications, LLC, as recorded in Instrument Number 1999-49043 in the Probate Office of Shelby County, Alabama; said tract of land being described as Parcel II in Exhibit A of said instrument and as follows: Begin at the Southeast corner of Lot 1, Southlake Office Park as recorded in Map Book 13, page 97 in the Office of the Judge of Probate, Shelby County, Alabama; thence run West along the South boundary of said Lot 1, for a distance of 280.00 feet; thence run South 56 feet 35 minutes 34 seconds West along the Southeasterly line of said Lot 1, for a distance of 120.00 feet to a point on the Easterly right of way line of Interstate Highway No. 65, said right of way line being situated on a curve to the right, having a central angle of 0 degrees 59 minutes 02 seconds a radius of 4009.72 feet a chord of 68.85 feet and a chord bearing of South 4 degrees 01 minutes 51 seconds East; thence run along the arc of said curve for a distance of 68.85 feet; thence run North 56 degrees 35 minutes 54 seconds East for a distance of 135.76 feet; thence run East for a distance of 269.47 feet to a point on the West right of way line of Southlake Parkway, said right of way line being situated on a curve to the right, having a central angle of 6 degrees 33 minutes 53 seconds, a radius of 528.01 feet, a chord of 60.46 feet and a chord bearing of North 7 degrees 05 minutes 50 seconds West; thence run along the arc of said curve for a distance of 60.50 feet to the point of beginning.