For Release, See Book 3000
Page 1018 3/31/00

This FINANCING STATEMENT is presented to THE FILING OFFICER for filing pursuant to the Uniform Commercial Code:

1 Debtor(s) (Last Name First) and address(es)

ATI Global, Inc.
503 Gay Street
Delhi, Iowa 52223

2 Secured Party(ies) and address(es)

Fleet Bank of Massachusetts, N.A.
75 State Street
Boston, MA 02109

3 For Filing Officer (Date, Time, Number, and Filing Office)

96 MAR 15 PM 3 52
202-2542
DELAWARE COUNTY IOWA
FILED
BOOK 40 PAGE 61
DEBORAH L. PEYTON
DELAWARE CO. RECORDER
$33.00
INDEXED IN CHATTEL MTG. INDEX

5 Name and address of Assignee

4 This financing statement covers the following types (or items) of property:

All of the Debtor's tangible and intangible personal property and fixtures, including without limitation, all goods, inventory, machinery, equipment, accounts, accounts receivable, contract rights, appliances and furniture, general intangibles, documents, instruments and chattel paper of the Debtor, wherever located and whether now owned or existing or hereafter acquired or arising, and all additions and accessions thereto and products and proceeds thereof, all as more particularly described in Exhibit A attached hereto and made a part hereof (collectively, the "Collateral").

6 Describe real estate (See instruction #4)

Some or all of the Collateral is to become fixtures on the real property described in Exhibit B attached hereto and made a part hereof.*

7 Check if applicable: ☒ Products of Collateral are Covered. ☐ Debtor is a transmitting utility as defined in UCC 9 105(1)

Secured party or other appropriate signature may be substituted for debtor(s) signature only in cases covered by UCC 9-402(2), and 9-408 and must be identified as such when used.)

*This financing statement is to be filed as a fixture filing with the real estate records of Delaware County, Iowa.

8. Keith C. Shaughnessy
Signature of Debtor KEITH C. SHAUGHNESSY SECRETARY

Signature of Debtor
ATI Global, Inc.
Type or Print all names (Iowa Code 335.2)

Form Approved (7-1-81) By: MARY JANE ODELL, Secretary of State

FILE No. 202-2542
RECORDING FEE $ 33.00
TRANSFER FEE $

FILED FOR RECORD THE 15 DAY OF March, 1996 AT 3:52 O'CLOCK P M. BOOK 40 PAGE 61

STATE OF IOWA, DELAWARE COUNTY
Deborah L. Peyton, Recorder
TLM CM 31

Debtor: ATI Global, Inc.

EXHIBIT A

To Financing Statement on Form UCC-1 between ATI Global, Inc., as Debtor, and Fleet Bank of Massachusetts, N.A., as Secured Party.

This Financing Statement covers the following types (or items) or property:

All of the Debtor's tangible and intangible personal property and fixtures, wherever located and whether now owned or existing or hereafter acquired or arising, together with any and all additions and accessions thereto and products and proceeds thereof (hereinafter referred to collectively as the "Collateral"), including, without limiting the generality of the foregoing, the following properties, assets and rights of the Debtor: (a) all inventory, equipment, goods, merchandise, raw materials, supplies, goods or work in process, finished goods and other tangible personal property held by the Debtor for processing, sale or lease or furnished or to be furnished by the Debtor under contracts of service or to be used or consumed in the Debtor's business (the foregoing items in this clause (a) being sometimes herein referred to collectively as "Inventory"); (b) all accounts, accounts receivable and notes, drafts, acceptances and other instruments representing or evidencing a right to payment for goods sold or leased or for services rendered whether or not earned by performance, as well as all right, title and interest of the Company in the goods which have given rise thereto, including the right of stoppage in transit (the foregoing items in this clause (b) being sometimes herein referred to collectively as "Accounts Receivable"); (c) all contract rights (including, without limitation, all rights to indemnity and other amounts payable to the Debtor under the Stock Purchase Agreement) and all rights to payment under a contract not yet earned by performance and not evidenced by an instrument or chattel paper; (d) all general intangibles of the Debtor, including without limitation, goodwill and all present and future intellectual property rights of the Debtor, including without limitation, all trademark, trade name and "dba" rights, all copyright rights, all patent rights, all trade secrets, all know-how, and all causes of action arising under all such intellectual property rights; (e) all of the Debtor's chattel paper and of every kind and description; (f) all other rights of the Debtor to the payment of money, including without limitation, amounts due from affiliates, all tax refunds and/or abatements of every kind and nature, insurance proceeds, proceeds from letters of credit, proceeds from factoring agreements, tort claims, and all rights to deposits or advance payments; (g) all books, customer lists, files, records (including without limitation computer programs, disks, tapes and related electronic data processing media) and writings of the Debtor or in which the Debtor has an interest in any way relating to the Collateral and

all rights of the Debtor to retrieval from third parties of electronically processed and recorded information pertaining to any Collateral; (h) all of the Debtor's documents, documents of title, policies and certificates of insurance, securities and instruments (whether negotiable or non-negotiable); (i) all cash, funds and investments in any collateral account or accounts maintained from time to time by the Debtor with the Bank and all deposits and/or deposit accounts maintained by the Debtor; (j) all liens, rights, remedies, privileges, guaranties and securities for any of the foregoing; (k) all of the Debtor's equipment, machinery, fixtures, furniture, office supplies and vehicles and (l) all of the Debtor's rights under all present and future authorizations, permits, licenses and franchises, to the fullest extent permitted by applicable law.

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EXHIBIT B

Lots Five (5), Six (6) and Seven (7), Block Sixteen (16), and Lots One (1), Two (2), Three (3), Four (4), Seven (7), Eight (8), Nine (9) and Ten (10), Block Eighteen (18), Delhi, Iowa and that part of vacated Sixth Street in said Town of Delhi, Iowa lying South of the extended center line of Gay Street and North of the railroad right-of-way, according to plat recorded in Book A L.D., Pages 128-129; and that part of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section Seventeen (17), Township Eighty Eight (88) North, Range Four (4), West of the Fifth P.M., described as commencing at the intersection of the center line of Gay Street with the West line of Sixth Street in the Town of Delhi, Iowa, and running thence West to the East line of the Anamosa and Garnavillo State Road; thence Southwesterly along said Road to the North line of the railroad right-of-way; thence Southeasterly along said railroad right-of-way to its intersection with the West line of said Sixth Street; thence North to the point of beginning, except that part described as commencing at the intersection of the North line of the railroad right-of-way with the East line of the Anamosa and Garnavillo State Road and running thence Southeasterly along said railroad right-of-way two hundred fifty (250.0) feet; thence Northwesterly to a point on the East line of said Anamosa and Garnavillo State Road which is one hundred seventy five (175.0) feet from the point of beginning; thence Southwesterly along the East line of said road one hundred seventy five (175.0) feet to the point of beginning; and Lot One (1) of the Subdivision of the Northwest part of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section Twenty (20), Township Eighty Eight (88) North, Range Four (4) West of the Fifth P.M., according to plat recorded in Book A Plats, Page 49;

AND

Fifth Street between Market Street and South Street, the alley in Block Eighteen (18), and South Street between Fifth Street and Sixth Street, all in Delhi, Iowa, according to plat recorded in Book A L.D., Pages 128-129.

MAR 01 '96 02:21PM BINGHAM DANA & GOULD P.3