

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1

INSTRUCTIONS:

- PLEASE TYPE this form. Fold only along perforation for mailing.
- Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee.
- If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
- If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
- When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, without extra fee.
- At the time of original filing, filing officer should return third copy as an acknowledgement. At a later time, secured party may date and sign Termination Legend and use third copy as a Termination Statement.

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

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

2. Secured Party(ies) and address(es)

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

Americom, Inc.  
 102 Westlake Drive  
 Suite 100  
 Austin, Texas 78746

The ABL Corp. ✓  
 15 North Broadway  
 White Plains, New York 10601

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

See Schedule I attached hereto and made a part hereof.

5. Assignee(s) of Secured Party and Address(es)

06934

211095

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

Filed with:

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

Americom, Inc.  
 Michael Solis - President

The ABL Corp.  
 John E. Cocola - Secy.

By: *Michael Solis*  
 Signature(s) of Debtor(s)

By: *John E. Cocola*  
 Signature(s) of Secured Party(ies)

Title

Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

SCHEDULE I

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

- A. All telephones, enclosures, booths, machinery, equipment, furniture and fixtures, and all other fixed assets, together with improvements, replacements, accessions and additions to them, wherever located, and whether now existing or hereafter acquired.
- B. All inventory, including, but not limited to, all raw material, work-in-process, finished goods and goods held for sale or lease, wherever located, in which borrower has or later acquires a right, and whether now existing or hereafter acquired.
- C. All accounts, deposit accounts, accounts receivable, chattel paper, instruments, documents, contract rights, general intangibles, choses in action, or other rights to payment, together with all renewals, and including all securities, guaranties, warranties, indemnity agreements, insurance policies, and other agreements pertaining to such rights to payment, wherever located in which borrower has or later acquires a right, whether now existing or hereafter arising.
- D. All present and future security deposits with various telephone carriers, together with any accrued interest therein, wherever located, in which borrower has or later acquires a right, whether now existing or hereafter arising.
- E. All Gross Receipts (as defined in certain agreements by and between borrower and secured party), wherever located and whether now existing or hereafter arising.
- F. All Location Agreements (as defined in certain agreements by and between borrower and secured party), wherever located and whether now existing or hereafter arising.
- G. All computer software programs for office use or telephone operation use in which borrower has or later acquires a right, wherever located and whether now existing or hereafter arising.
- H. All engineering drawings, designs, diagrams, memorandum, or notes in which borrower has or later acquires a right, wherever located and whether now existing or hereafter arising.
- I. All other assets, not described above, in which borrower has or later acquires a right, wherever located and whether now existing or hereafter arising.
- J. With respect to all the above, all improvements, replacements, additions, accessions thereto and all proceeds thereof including but not limited to insurance proceeds.

REGISTERED BY

*The D.B.L. Corp*  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

'89 SEP 18 P1:59

SUZANNE BEAUDREAU  
RECORDER

\$16.00 PAID *[Signature]* DEPUTY

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