

FILED


2018 DEC 20 PM 12:17

CLERK
U.S. BANKRUPTCY COURT
DISTRICT OF DELAWARE

Fill in this information to identify the case:

Debtor 1 Welded Construction, L.P.

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: District of Delaware 

Case number 18-12379 (KG)

Official Form 410
Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor? AIA Corporation
Name of the current creditor (the person or entity to be paid for this claim)
Other names the creditor used with the debtor Always Promoting Co.

2. Has this claim been acquired from someone else?
 No
 Yes. From whom? _____

3. Where should notices and payments to the creditor be sent?
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

<p>Where should notices to the creditor be sent?</p> <p><u>Mary Jo Beschta - AIA Legal Department</u> Name <u>800 Winneconne Avenue</u> Number Street <u>Neenah WI 54956</u> City State ZIP Code Contact phone <u>(920) 886-3792</u> Contact email <u>mbeschta@aiacorporation.com</u></p>	<p>Where should payments to the creditor be sent? (if different)</p> <p>_____ Name _____ Number Street _____ City State ZIP Code Contact phone _____ Contact email _____</p>
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

4. Does this claim amend one already filed?
 No
 Yes. Claim number on court claims registry (if known) _____ Filed on _____
MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?
 No
 Yes. Who made the earlier filing? _____

Date Stamped Copy Returned
 No self addressed stamped envelope
 No copy to return

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KURTZMAN CARSON CONSULTANTS Uniform claim identifier for electronic payments in chapter 13 (if you use one):



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 4,809.90 Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Goods Sold

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature of property:
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____

Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____

Amount of the claim that is secured: \$ _____

Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____%

Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____

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KURTZMAN CARSON CONSULTANTS

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

No

Yes. Check one:

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 11/21/2018
MM / DD / YYYY

Mary Jo Beschta
Signature

Print the name of the person who is completing and signing this claim:

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KURTZMAN CARSON CONSULTANTS

Name Mary Jo Beschta
First name Middle name Last name

Title Legal Manager

Company AIA Corporation
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 800 Winneconne Avenue
Number Street

Neenah WI 54956
City State ZIP Code

Contact phone (920) 886-3792 Email mbeschta@aiacorporation.com



FILED
2018 DEC 20 PM 12:17

CLERK
U.S. BANKRUPTCY COURT
DISTRICT OF DELAWARE

VIA FEDERAL EXPRESS

November 21, 2018

Bankruptcy Clerk's Office
Attn: Claims
824 Market Street, 3rd Floor
Wilmington, Delaware 19801

Re: *Proof of Claim*
Debtor: *Welded Construction, L.P.*
Case No.: *18-12378 (KG)*

Dear Clerk:

Enclosed please find our original Proof of Claim with attachments in the above-referenced bankruptcy action. I have also enclosed an additional copy of the Proof of Claim form. Please file-stamp this copy and return it in the enclosed, self-addressed, stamped envelope.

If you have any questions, please do not hesitate to contact our office.

Sincerely,

Carolina Bryant
Paralegal

**Exhibit A – Agreement for the Sale of Receivables (part
of Franchise Agreement)**

EXHIBIT 1
to the Franchise Agreement

AGREEMENT FOR THE SALE OF RECEIVABLES

This Agreement is by and between **Adventures in Advertising Franchise, Inc.**, a Delaware corporation ("Franchisor") AND the person whose name appears, or the persons whose names appear, on the Signature Page of this Agreement ("Seller/Grantor"). This Agreement is made and entered into as of the "Agreement Date" listed on the Signature Page of this Agreement.

RECITALS:

A. Franchisor and Seller/Grantor have entered into a Franchise Agreement dated as of the "Franchise Agreement Date" listed on the Signature Page of this Agreement (the "Franchise Agreement"), which sets forth the terms of their relationship as it pertains to Seller/Grantor's Adventures in Advertising business (the "Business").

[X] If checked here, Franchisor and Franchisee have also entered into an Agreement for the Designation of an Operating Company to which SKR Enterprises, LLC (the "Operating Company") is also a party pertaining to the operation of the Business. The Seller/Grantor under this Agreement is either the Franchisee or, if an Operating Company has been designated, said Operating Company (or during the transition of the Business from Franchisee to the Operating Company, both the Franchisee and the Operating Company).

B. Franchisor, pursuant to the Franchise Agreement and subject to and on the terms of this Agreement, agrees to invoice the customers of the Business, collect the Business Receivables (defined below) and pay, from the Business Receivables so collected, the suppliers to and certain other fees and costs of the Business.

C. Franchisor, pursuant to the Franchise Agreement and subject to and on the terms of this Agreement, after collection of the Business Receivables and payment of Seller/Grantor's suppliers to the Business and other fees, agrees to remit the Net Proceeds (defined below) to Seller/Grantor.

D. From time to time, Franchisor may pay Seller/Grantor's suppliers prior to collection of the related Business Receivables. In order to facilitate such advances, Franchisor requires Seller/Grantor to pledge to the Franchisor the Business Receivables.

NOW, THEREFORE, in consideration of the parties' signing and delivering the Franchise Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Grant of Security Interest.** To secure the performance of all obligations of Seller/Grantor to Franchisor under this Agreement and the Franchise Agreement, Seller/Grantor grants to Franchisor a first priority security interest in the Business Receivables. Except as

limited below, "Business Receivables" means all of the present and future accounts, contract rights, chattel paper, general intangibles, notes, drafts, acceptances, chattel mortgages, conditional sales contracts, bailment leases, security agreements and other forms of obligations to the Business now or hereafter arising out of or acquired in the course of the Business, together with all liens, guaranties, securities, rights, remedies and privileges pertaining to any of the foregoing, now existing or hereafter arising and all increases, substitutions, replacements and additions to the foregoing, and all proceeds of the foregoing of every type, including cash and non-cash proceeds and returned and repossessed inventory; provided that "Business Receivables" shall not include any receivables generated by Seller/Grantor from activities unrelated to the Business or generated from or attributed to gains from the sale of assets, rents, royalties, interest, dividends or other passive activity. For purposes of this Agreement the term the "Business" shall mean only those activities conducted in association with the name "Adventures in Advertising" or others directly related to the use of the Adventures in Advertising System under the Franchise Agreement.

2. **No Other Security Interests.** Seller/Grantor shall not, during the term of this Agreement, sell, transfer, pledge, hypothecate, or create or allow to exist a security interest or other lien in any of the Business Receivables to or in favor of any person, firm or corporation other than Franchisor. Seller/Grantor warrants and covenants that the Business Receivables are and will remain free and clear of all liens, claims and encumbrances whatsoever, except for those granted to Franchisor.

3. **Sale of Business Receivables.** Seller/Grantor will sell and, subject to the terms and conditions of this Agreement, Franchisor will buy, at the gross invoice amount, but subject to actual collection, all of the Business Receivables. All such Business Receivables shall be owned by and payable directly to Franchisor and Seller/Grantor hereby assigns and transfers to Franchisor all of his right, title and interest in and to all of the Business Receivables, and will upon Franchisor's request from time to time, execute and deliver to Franchisor, in confirmation of its title thereto, a detailed assignment of specific Business Receivables in a manner and form satisfactory to Franchisor. Franchisor shall have the right to give notice of this assignment to Seller/Grantor's customers and, at Franchisor's discretion, to bring all proceedings for collection in Seller/Grantor's name and to exercise any of Seller/Grantor's rights of stoppage in transit, replevin, and reclamation. Seller/Grantor acknowledges and agrees that such assignment shall take effect, and that Franchisor shall take title to each Business Receivable, immediately upon its creation. Seller/Grantor agrees, should any remittance of any Business Receivable be made directly to Seller/Grantor, to receive it in trust for Franchisor, as the property of Franchisor, and to immediately turn over to Franchisor the identical check or other form of payment so received, and Seller/Grantor hereby irrevocably appoints Franchisor, or any person designated by Franchisor, its true and lawful attorney-in-fact to: (a) endorse the name of Seller/Grantor on any notes, acceptances, checks, drafts, money orders, or other remittances relating to any of the Business Receivables; (b) endorse the name of Seller/Grantor on any invoice, freight, or express bill or bill of lading, storage receipt, warehouse receipt or other instrument or document in respect to the Business Receivables; (c) sign the name of Seller/Grantor to drafts against Seller/Grantor, assignments or verifications of the Business Receivables and notices to Seller/Grantor's customers; (d) change the post office address of Seller/Grantor in the event Seller/Grantor ceases business due to bankruptcy or otherwise, or breaches this Agreement, or

breaches or terminates the Franchise Agreement or if for any reason Franchisor feels insecure; and (e) do all other acts and things necessary to carry out the intent of this Agreement. The authority herein granted to Franchisor shall remain in full force and effect for so long as this Agreement shall remain in force and until all of the Business Receivables transferred to Franchisor have been paid in full.

4. **Remitting Net Proceeds.** As payment for the Business Receivables, Franchisor shall remit to Seller/Grantor at regular intervals at least three (3) times per month the Net Proceeds of the Business Receivables upon collection by Franchisor. "Net Proceeds" means the gross amount collected by Franchisor from Seller/Grantor's customers since Franchisor's most recent remittance to Seller/Grantor, less: (a) monies paid or held for payment to Seller/Grantor's suppliers; (b) prompt payment discounts taken by Franchisor (which Seller/Grantor hereby acknowledges and agrees that Franchisor has the right to retain for its own account); (c) fees due to Franchisor pursuant to the Franchise Agreement or any other agreement between Franchisor and Franchisee; (d) amounts Franchisor spends to adjust claims against the Business on Seller/Grantor's behalf pursuant to Section 6 below; and (e) any other amounts owed by Seller/Grantor to Franchisor or its affiliates. If Franchisor has paid out more money to or on behalf of Seller/Grantor than it has collected on the Business Receivables, Franchisor shall deduct the difference from the next payment due to Seller/Grantor as described above. In collecting the Business Receivables, Franchisor shall be obligated only to bill Seller/Grantor's customers. Notwithstanding any other provision of this Agreement, Seller/Grantor shall be solely responsible for the payment when due of all sales and use taxes payable on orders processed by Franchisor pursuant to this Agreement.

5. **Acknowledgments.** Seller/Grantor acknowledges and agrees that: (a) Franchisor may, in its discretion, assign the Business Receivables or any or all of its interest therein to, or grant a security or other interest in the Business Receivables in favor of, any third party creditor or lender of Franchisor; (b) Franchisor may refuse to process any order through the order processing system described in this Agreement if it believes, in its sole discretion, that the customer placing the order does not satisfy Franchisor's minimum standards of creditworthiness; (c) pursuant to Section 15.C(2) of the Franchise Agreement, Franchisor may, in its sole discretion and in addition to any other remedy it may have under the Franchise Agreement, withdraw Seller/Grantor's right to participate in the order processing system described in this Agreement if Seller/Grantor is in default or in violation of any provision of the Franchise Agreement from the date upon which Franchisor gives notice to Seller/Grantor of its default or violation until such default or violation is fully cured; and (d) Franchisor may develop and periodically modify standards and operating procedures for product orders that Seller/Grantor places with suppliers operating outside the United States. So long as there are no amounts then owing to Franchisor from Seller/Grantor, Franchisor shall assign back to Seller/Grantor any Business Receivables related to invoices from suppliers to Seller/Grantor which Franchisor will not pay.

6. **Settlement of Customer/Supplier Disputes.** Franchisor shall have the right in good faith to settle or adjust all disputes or claims directly with Seller/Grantor's customers and suppliers with respect to the Business Receivables on the terms of this Agreement, to pay any disputed invoices to Seller/Grantor's suppliers and to compromise or extend the time of payment

for the Business Receivables on such terms and conditions as Franchisor may determine without affecting the liability of Seller/Grantor hereunder. Seller/Grantor shall cooperate with Franchisor in efforts to resolve any disputes between Franchisee's customers and suppliers.

7. **Waiver; Cumulative Rights.** The waiver by Franchisor of any breach of this Agreement or of any warranty or representation set forth herein shall not be construed as a waiver of any subsequent breach. The rights of the parties are cumulative, and the exercise or failure to exercise any rights and remedies herein provided shall not preclude any exercise or enforcement of any other right or remedy hereunder or to which a party is entitled by any other agreement between the parties or by law.

8. **Rights Upon Expiration or Termination.** Upon expiration or termination of the Franchise Agreement, Franchisor shall have the right, but not the obligation, to purchase the remaining Business Receivables from Seller/Grantor. This Agreement shall terminate as of the date after the expiration or termination of the Franchise Agreement on which all fees and other amounts owed by Seller/Grantor to Franchisor have been paid and Franchisor has been reimbursed in full for all amounts it has paid to suppliers on behalf of Seller/Grantor.

Upon the expiration or termination of this Agreement Franchisor may, but is not obligated to, assign back to Seller/Grantor any Business Receivables outstanding more than ninety (90) days and not collected by Franchisor, provided Franchisor has obtained any necessary consents from its lenders.

9. **Additional Documents.** Seller/Grantor agrees to execute and deliver to Franchisor any and all additional instruments or documents, including, without limiting the generality of the foregoing, financing statements and other documents required for the perfection or modification of Franchisor's security interests, and to do all things which Franchisor from time to time may deem necessary or convenient to effect the provisions of this Agreement. In this regard, Seller/Grantor shall execute and deliver to Grantor the Acknowledgment attached hereto.

10. **Amendment and Assignment.** This Agreement may not be altered or amended except with the written consent of each of the parties. This Agreement shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and permitted assigns of the parties hereto.

11. **Governing Law.** This Agreement and the rights, obligations and duties of each of the parties hereto shall be construed according to the laws of the State of Massachusetts, without regard to its conflicts of laws principles.

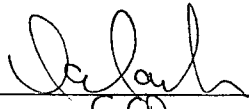
12. **Construction.** Wherever in this Agreement the context so requires, the singular form of a word shall include the plural and the masculine and neuter forms shall include each other and the feminine. The headings of the various sections of this Agreement are for convenience only and do not affect the meaning or construction of any provision. If two or more persons are the Seller/Grantor hereunder, their obligations and liabilities under this Agreement shall be joint and several. A reference to "Seller/Grantor" includes each individual who is the Seller/Grantor hereunder.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties to this Agreement have executed and delivered this Agreement effective as of the Agreement Date.

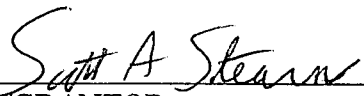
Franchise Agreement Date: January 5, 2001

Agreement Date: January 5, 2001
**ADVENTURES IN ADVERTISING
FRANCHISE, INC.**, a Delaware
corporation

By: 
Title: CEO
Date: 3/9/01

Address: 400 Crown Colony Drive
Quincy, MA 02169

Telefax: (617) 472-9976


SELLER/GRANTOR

Print Name: Scott A. Stearns
Date: 2/8/01
Principal Residential Address:
2011 Thornapple Drive
Maumee, OH 43537


SELLER/GRANTOR

Print Name: Kevin T. Stearns
Date: 2/8/01
Principal Residential Address:
3905 Drexel Drive
Toledo, OH 43612


SELLER/GRANTOR

Print Name: Robert E. Stearns
Date: 2/9/01
Principal Residential Address:
101 Harbor Point Road
Rossford, OH 43460

OPERATING COMPANY

SKR Enterprises, LLC

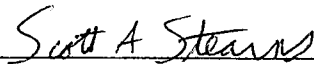
By: 
Title: Member
Date: 2/8/01

Exhibit B – UCC Lien Filings

Amendment - Continuation

File Number: 20160111444
 Date Filed: 01/11/2016 06:11 PM
 Jon Husted
 Ohio Secretary of State

UCC FINANCING STATEMENT AMENDMENT

NAME & PHONE OF CONTACT AT FILER ADVENTURES IN ADVERTISING	PHONE	920-886-3792	FAX	920-886-3793
EMAIL CONTACT AT FILER mbeschta@aiaacorporation.com				
SEND ACKNOWLEDGMENT TO: (Name and Address) ADVENTURES IN ADVERTISING 800 WINNECONNE AVENUE NEENAH, WI 54956				

INITIAL FINANCING STATEMENT FILE NUMBER
AP318851

This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

ASSIGNMENT (full or partial):

CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

PARTY INFORMATION CHANGE:

Check one of these two boxes

and Check one of these three boxes to:

This Change affects Debtor or Secured Party of record

CHANGE name and/or address: ADD name DELETE name

CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name

ORGANIZATION'S NAME

INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

COLLATERAL CHANGE:

Also check one of these four boxes to: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral

Indicate Collateral

NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (name of Assignor, if this is an Assignment) if this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor.

ORGANIZATION'S NAME
ADVENTURES IN ADVERTISING FRANCHISE, LLC

INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

OPTIONAL FILER REFERENCE DATA:

This Financing Statement Amendment covers timber to be cut covers as-extracted collateral is filed as a fixture filing

Name and address of a RECORD OWNER of real estate (if Debtor does not have a record interest):

Description of Real Estate

MICELLANEOUS:

Filed at Ohio Secretary of State 02/14/2011 09:00 AM FILE# 20110460304



UCC FINANCING STATEMENT AMENDMENT
FOLLOW INSTRUCTIONS CAREFULLY

FILED IN MI 04-15-11

A. NAME & PHONE OF CONTACT AT FILER (optional)
Mary Jo Beschta 920-886-3792

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**AIA Corporation
 Attn: Legal Department
 800 Winneconne Avenue
 Neenah, WI 54956**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1A. INITIAL FINANCING STATEMENT FILE #
AP318851

1B. THIS FINANCING STATEMENT AMENDMENT IS
 TO BE FILED (for record) (or recorded) IN THE
 REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in Item 7a or 7b and address of assignee in Item 7c and also give name of assignor in Item 9.

5. AMENDMENT PARTY INFORMATION: This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in Items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. DELETE name: Give record name to be deleted in Item 6a or 6b. ADD name: Complete Item 7a or 7b, and also Item 7c also complete Items 7d-7g if applicable.

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

ADD'L INFO RE ORGANIZATION DEBTOR

7d. TYPE OF ORGANIZATION 7e. JURISDICTION OF ORGANIZATION

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describes collateral deleted or added, or give entire restated collateral description, or describe collateral assigned

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
Adventures in Advertising Franchise, LLC

OR

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA

Individual Debtor (File Name): Stearns (Always Promoting /SKR Enterprises, LLC)

File Number: 20070850852
 Date Filed: 03/26/2007 06:32 PM
 Jennifer Brunner
 Secretary of State

UCC FINANCING STATEMENT AMENDMENT

FILER INFORMATION

CONTACT INFORMATION FOR FILER:

CONTACT EMAIL kbuenger@alacorporation.com	CONTACT NAME Buerger, Karyn	CONTACT PHONE (920) 886-3700	CONTACT FAX (920) 886-3795
----------------------------------------------	--------------------------------	---------------------------------	-------------------------------

SEND ACKNOWLEDGEMENT TO:

PACKET # Stearns	CLIENTS ACCOUNT # 7259			
INDIVIDUAL'S LAST NAME Buerger	FIRST NAME Karyn	MIDDLE NAME	SUFFIX	
MAILING ADDRESS Adventures in Advertising, 800 Winneconne Avenue	CITY Neenah	STATE WI	POSTAL CODE 54956	COUNTRY

FILE RECORD

RECORD DATA (UNIQUE SEQUENTIAL ID:0001)

FILING TYPE Amendment	AMENDMENT TYPE AmendmentParties	AMENDMENT ACTION DebtorChange	INITIAL FILENUMBER AP318851
FILERS UNIQUE ID	ALTERNATE NAME DESIGNATION	ALTERNATE FILING TYPE UCC	
ADDITIONAL INFORMATION			MATURITY DATE

CURRENT NAME

AFFECTED PARTY:

ORGANIZATION NAME SKR Enterprises, LLC

AUTHORIZED DEBTOR:

ORGANIZATION NAME

AUTHORIZED SECURED PARTY:

ORGANIZATION NAME Adventures in Advertising Franchise, LLC

DEBTOR DATA (UNIQUE SEQUENTIAL ID: 001)

1a. ORGANIZATION NAME SKR Enterprises, LLC			
2a. TYPE OF ORGANIZATION Limited Liability	2f. JURISDICTION OF ORGANIZATION Ohio	2g. ORGANIZATIONAL ID#, if any OH 1213312	
ADDRESS 127 W. Wayne Street	CITY Maumee	STATE OH	POSTAL CODE 43537
COUNTRY USA	ALTERNATIVE CAPACITY OF DEBTOR		



RECEIVED BY

MAR 01 2006

Ohio Secretary of State

UCC FINANCING STATEMENT AMENDMENT
 FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
 800-460-7836 x8180

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Adventures in Advertising Franchise, LLC
 Attn: Karyn Buerger
 101 Commerce Street
 Oshkosh WI 54901

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # AP318851 3/13/2001

1b. The FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing the Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing the Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (All or part): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): The Amendment affects Debtor or Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
---------------------	------	-------	-------------	---------

7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

8. AMENDMENT (COLLATERAL CHANGE): check entire box.
 Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
 Adventures in Advertising Franchise, LLC

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

10. OPTIONAL FILER REFERENCE DATA

Individual Debtor (File Name): Stearns (Always Promoting/SKR Enterprises, LLC)

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

Heans

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
 Mary Jo Beschta 800-460-7826 ext. 8280

B. SEND ACKNOWLEDGMENT TO: (Name and Address)
 Adventures in Advertising Franchise, LLC
 Attn: Mary Jo Beschta
 101 Commerce Street
 Oshkosh, WI 54901

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. ORIGINAL FINANCING STATEMENT FILE #
 AP318851 Filed on 3/13/2001

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (Subj. party): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.
 CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party.
 DELETE name: Give record name to be deleted in item 6a or 6b.
 ADD name: Complete items 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME
 Adventures in Advertising Franchise, LLC

OR

7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

101 Commerce Street Oshkosh WI 54901 US

7d. SEE INSTRUCTIONS ADD. INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any

8. AMENDMENT (COLLATERAL CHANGE): check only one box.
 Describe collateral: deleted or added, or give entire restated collateral description, or describe collateral assigned.

Total Assignment: All rights under the original Financing Statement referenced above are assigned to:

Adventures in Advertising Franchise, LLC
 101 Commerce Street
 Oshkosh, WI 54901

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment; if this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

6a. ORGANIZATION'S NAME
 Adventures in Advertising Franchise, Inc.

OR

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA

Always Promoting - OH 6416293- = 07

STATE OF OHIO

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - UCC-1

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

<p>1 Debtor(s) (Last Name First) and Address(es)</p> <p>SKR Enterprises, LLC 1681 Lance Pointe Drive Unit #3 Maumee, OH 43537</p>	<p>2 Secured Party(ies) and Address(es)</p> <p>Adventures in Advertising Franchise, Inc. 400 Crown Colony Drive Quincy, MA 02169</p>	<p>3 For Filing Officer (Date, Time, Number, and Filing Office)</p> <p>MAR 15 12 25 PM '01 LUCAS COUNTY COURT HOUSE COLUMBUS, OH</p>
<p>4 This Financing statement covers the following types (or items) of property:</p> <p>All of Debtor's now-owned and hereafter-acquired Business Receivables as more particularly described in the rider annexed hereto and made a part hereof together with the proceeds thereof.</p>		<p>5. Assignee(s) of Secured Party and Address(es)</p>

Check if covered: Products of Collateral are also covered

No. of additional sheets presented: 1

Filed with Lucas

(USE WHICHEVER SIGNATURE LINE IS APPLICABLE)

SKR Enterprises, LLC

Adventures in Advertising Franchise, Inc.

By: Scott A. Stearns
Signature(s) of Debtor(s)
Scott A. Stearns, Member

By: Kurt E. Carlson
Signature(s) of Secured Party(ies)
Kurt E. Carlson, President

ATTACHMENT TO OHIO UCC-1
SKR ENTERPRISES, LLC (DEBTOR)

ADDITIONAL DEBTORS:

Second Debtor:

Kevin T. Stearns

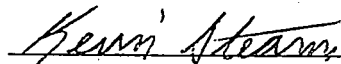
Address:

1681 Lance Pointe Drive
Unit #3
Maumee, OH 43537

SIGNATURE OF PARTIES:

DEBTOR(S)

SKR Enterprises, LLC



Kevin T. Stearns, Member

Third Debtor:

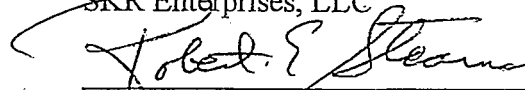
Robert E. Stearns

Address:

1681 Lance Pointe Drive
Unit #3
Maumee, OH 43537

DEBTOR(S)

SKR Enterprises, LLC



Robert E. Stearns, Member

FILED
SUE RIOUX
RECORDER

MAR 15 12 52 PM '01

LUCAS COUNTY
TOLEDO, OHIO

Debtor(s): SKR Enterprises, LLC 1681 Lance Pointe Drive Unit #3 Maumee, OH 43537	Secured Party: Adventures in Advertising Franchise, Inc. 400 Crown Colony Drive Quincy, MA 02169
-----------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------

**Rider to UCC-1
Financing Agreement**

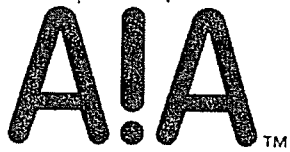
All of Debtor's now owned and hereafter acquired Business Receivables. "Business Receivables" means all present and future accounts, contract rights, chattel paper, general intangibles, notes, drafts, acceptances, chattel mortgages, conditional sales contracts, bailment leases, security agreements and other forms of obligations to the Business now or hereafter arising out of or acquired in the course of the Business, together with all liens, guaranties, securities, rights, remedies and privileges pertaining to any of the foregoing, now existing or hereafter arising and all increases, substitutions, replacements and additions to the foregoing, and all proceeds of the foregoing of every type, including cash and non-cash proceeds and returned and repossessed inventory; provided that said term shall not include any receivables generated by the Debtor from activities unrelated to the Business or generated from or attributed to gains from the sale of assets, rents, royalties, interest, dividends or other passive activity related to the Business. For purposes hereof, the term "Business" shall mean and include those activities conducted in the association with the name "Adventures in Advertising" or others directly related to the use of the Adventures in Advertising System as provided for under any franchise agreement and all related amendments thereof and supplements thereto and other documents, instruments, notes, security agreements or other documentation now or hereafter entered into by and between Debtor and Secured Party in connection with any such franchise agreement.

FILED
SUE RIOUX
RECORDER

MAR 15 12 52 PM '01

LUCAS COUNTY
TOLEDO, OHIO

Exhibit C – Open Invoices



Kevin Stearns
 P: 419-891-1112 F: 419-893-0195 C:
 Email : kevins@alwayspromoting.com
 Website : www.alwayspromoting.com

MATT THORN
 BUSINESS SUPPORT MANAGER
 WELDED CONSTRUCTION, L.P.
 P.O. BOX 470; 43552
 26933 ECKEL RD.
 PERRYSBURG OH 43551

INVOICE	EZA2317599
INVOICE DATE	09/14/2018
PAGE	1 of 1
ACCOUNT#	58973
ORDER #	EZA2378607
YOUR REF/PO#	PO 91893 Rob Seebeck
ORDERED BY	Matt Thorn
Tax Exempt	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Tax Exempt #	

Shipping Address

Rob Seebeck
 Welded Construction, L.P.
 43840 State Route 7
 CLARINGTON, OH 43915
 P: 419-704-3040

Line	Qty	Item	Description	Unit	Amount
1	302	i3025	Two-Tone Mesh Back Cap	7.25 EA	2189.50

Invoice Notes:

Thank you for your order! Your business is valued.

Kevin Stearns

Terms	Sub-Total	Freight	Sales Tax	Invoice Total	Payment	Due Date
Net 30	\$2,189.50	\$71.18	\$163.90	\$2,424.58	\$0.00	10/14/2018
PLEASE PAY THIS AMOUNT →					Total Due	\$2,424.58

For proper credit to your account, PLEASE make checks payable to "AIA Corporation" and INCLUDE THE INVOICE NUMBER ON YOUR REMITTANCE

Remit all payments to:

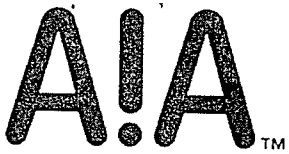
Standard Mail:
 AIA CORPORATION
 8148 SOLUTIONS CENTER
 CHICAGO IL 60677-8001

Courier Packages:
 AIA CORPORATION
 800 WINNECONNE AVE
 NEENAH WI 54956

Thank you for your order! We appreciate your business!

Notice is hereby given that this invoice is assigned and payable to Adventures in Advertising ("AIA"). Customer agrees to indemnify AIA for all sums due and owing under this invoice, and all related costs of collection of any monies due including, but not limited to, related attorneys and court fees for any collection efforts made by AIA. The provisions of this invoice supersede any other oral or written understandings or contractual agreements between you and your AIA Franchise Owner or Affiliate.

If you wish to pay by credit card, please use our quick and easy on-line payment website at <https://customers.myaiia.com>



Kevin Stearns
 P: 419-891-1112 F: 419-893-0195 C:
 Email : kevins@alwayspromoting.com
 Website : www.alwayspromoting.com

MATT THORN
 BUSINESS SUPPORT MANAGER
 WELDED CONSTRUCTION, L.P.
 P.O. BOX 470; 43552
 26933 ECKEL RD.
 PERRYSBURG OH 43551

INVOICE	EZA2345695
INVOICE DATE	10/30/2018
PAGE	1 of 1
ACCOUNT#	58973
ORDER #	EZA2411150
YOUR REF/PO#	PO 95365
ORDERED BY	Matt Thorn
Tax Exempt	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Tax Exempt #	

Shipping Address

Matt Thorn
 Welded Construction, L.P.
 43840 State Route 7
 CLARINGTON, OH 43915
 P: 419-704-3040

Line	Qty	Item	Description	Unit	Amount
1	299	i3025	Two-Tone Mesh Back Cap	7.25 EA	2167.75

Invoice Notes:

Thank you for your order. Your business is valued.

Kevin Stearns

Terms	Sub-Total	Freight	Sales Tax	Invoice Total	Payment	Due Date
Net 30	\$2,167.75	\$56.32	\$161.25	\$2,385.32	\$0.00	11/29/2018
PLEASE PAY THIS AMOUNT ➔					Total Due	\$2,385.32

For proper credit to your account, PLEASE make checks payable to "AIA Corporation" and INCLUDE THE INVOICE NUMBER ON YOUR REMITTANCE

Remit all payments to:

Standard Mail:
 AIA CORPORATION
 8148 SOLUTIONS CENTER
 CHICAGO IL 60677-8001

Courier Packages:
 AIA CORPORATION
 800 WINNECONNE AVE
 NEENAH WI 54956

Thank you for your order! We appreciate your business!

Notice is hereby given that this invoice is assigned and payable to Adventures in Advertising ("AIA"). Customer agrees to indemnify AIA for all sums due and owing under this invoice, and all related costs of collection of any monies due including, but not limited to, related attorneys and court fees for any collection efforts made by AIA. The provisions of this invoice supersede any other oral or written understandings or contractual agreements between you and your AIA Franchise Owner or Affiliate.

If you wish to pay by credit card, please use our quick and easy on-line payment website at <https://customers.myaia.com>