

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Douglas M. Flaum, Esq.
B. E-MAIL CONTACT AT FILER (optional) doug.flaum@nelsonmullins.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Nelson Mullins Riley & Scarborough, LLP 201 17th Street NW Suite 1700 Atlanta, GA 30363 Attn: Douglas M. Flaum



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THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a ORGANIZATION'S NAME Ridgecrest Enterprises, LLC				
OR 1b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c MAILING ADDRESS 215 Narrows Parkway Suite C	CITY Birmingham	STATE AL	POSTAL CODE 35242	COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a ORGANIZATION'S NAME				
OR 2b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2c MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a ORGANIZATION'S NAME Bay Point Capital Partners, LP				
OR 3b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c MAILING ADDRESS 3050 Peachtree Road, NW, Suite 2	CITY Atlanta	STATE GA	POSTAL CODE 30305	COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

All property of Debtor set forth on Exhibit "A" and "A-1" attached hereto and made a part hereof.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, Item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA: Ridgecrest Enterprises, LLC -fixture filling for Loan closing (Shelby Co.)	

Exhibit "A" To UCC Financing Statement

Debtor: Ridgecrest Enterprises, LLC

Secured Party: Bay Point Capital Partners, LP

(a) All that tract or parcel or parcels of land, real estate, and real property particularly described on Exhibit A-1 attached hereto and made part hereof (herein, the "*Land*");

(b) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, building materials of every nature whatsoever now or hereafter owned by Debtor and used or intended to be used in connection with or with the operation of said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals, substitutions, replacements and accessions to any of the foregoing, whether such fixtures, fittings, building materials actually are located on or adjacent to the Land or not, and whether in storage or otherwise, and wheresoever the same may be located (the "*Improvements*");

(c) All accounts, general intangibles, contracts and contract rights relating to the Land and Improvements, whether now owned or existing or hereafter created, acquired or arising, including without limitation, contracts, contract rights, option rights, put agreements, and all other agreements relating to: the acquisition by Debtor of any Lot in the Approved Subdivisions; the construction by Debtor of a Home or any other Improvements on any such Lot; any real estate brokerage agreement now existing or hereafter entered into between Debtor and any real estate broker concerning the sale of any Lot or any Lot and Home located thereon; any staging agreement now existing or hereafter entered into between Debtor and any person concerning the temporary staging of (providing furnishings for) any Home on any Lot; all marketing agreements now existing or hereafter entered into between Debtor concerning the marketing for sale of any now or hereafter existing Home on any Lot; all insurance policies now or hereafter owned by Debtor during the term of any Loan related to Debtor's ownership of any Lot now or hereafter acquired by Debtor and/or any Home now or hereafter constructed and owned by Debtor on any Lot; all architectural services contracts now or hereafter entered into by Debtor related to the construction of any Home and/or other Improvements on any Lot; all now or hereafter existing management contracts to which Debtor is a party related to any Lot and/or Home; all now or hereafter existing leasing agent contracts to which Debtor is a party related to any Lot and/or Home; all now or hereafter existing Sales Contracts to which Debtor is a party related to the sale or proposed sale by Debtor of a Home on a Lot; any and all other now or hereafter existing purchase and sales contracts, put or option contracts, and all other contracts and agreements relating to the construction, maintenance, and/or sale of any Home on any Lot;

(d) Together with any and all now or hereafter existing permits, licenses, consents, authorizations, and approvals issued or granted by any declarant or any homeowners' association pursuant to any restrictive covenants pertaining to any Lot now or hereafter acquired by Debtor, or by any Governmental Authority or by any private or public utilities service provider, whether as a condition to Debtor's acquisition of any Lot, Debtor's construction of a Home or other Improvements on any such Lot, approval of Debtor's plans and specifications for the construction of any Home on any Lot, the connection of any Lot and Home thereon to any public or private utilities system or service, or for any other purpose or reason, including, without limitation, land disturbance permits, land clearing permits, tree cutting permits, building permits, approvals of plans and specifications for the construction of a Home on any Lot, and any certificate of occupancy for any Home hereafter constructed on any Lot;

(e) Together with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, leases, subleases, licenses, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Debtor of, in and to the same including but not limited to:



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(i) All rents, royalties, profits, issues and revenues of the Land and Improvements from time to time accruing, whether under leases or tenancies now existing or hereafter created; and

(ii) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Land and Improvements or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Land and Improvements or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets. Secured Party hereby is authorized on behalf of and in the name of Debtor to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Secured Party may apply all such sums or any part thereof so received, after the payment of all its expenses, including reasonable costs and attorneys' fees, on any of the indebtedness secured hereby in such manner as it elects or, at its option, the entire amount or any part thereof so received may be released;

All cash and non-cash proceeds and all products of any of the foregoing items or types of property described in (a), (b), (c), (d), or (e) above, including, but not limited to, all insurance, contract and tort proceeds and claims, and including all inventory, accounts, chattel paper, documents, instruments, equipment, fixtures, consumer goods and general intangibles acquired with cash proceeds of any of the foregoing items of types of property described in (a), (b), (c), (d), or (e) above.

Each capitalized term used herein has the meaning ascribed thereto in that certain Master Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement, dated as of 10/10/2018, by Debtor in favor of Secured Party.




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EXHIBIT A-1

Legal Description of Land

Lots 331 and 338, according to the Final Plat of the Mixed Use Subdivision of Lake Wilborn Phase 3, as recorded in Map Book 49, Page 97 A & B, in the Probate Office of Shelby County, Alabama.


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