

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Michael B. Odom (205) 725-6400</b>
B. E-MAIL CONTACT AT FILER (optional) <b>modom@mcglinchey.com</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <b>McGlinchey Stafford 505 North 20th Street Suite 800 Birmingham, AL 35203</b>

**20200213000060680**  
**02/13/2020 01:17:49 PM**  
**UCC1 1/5**

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 <b>Blackridge Partners, LLC</b>				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS <b>3545 Market Street - Ross Bridge</b>	CITY <b>Birmingham</b>	STATE <b>AL</b>	POSTAL CODE <b>35226</b>	COUNTRY <b>USA</b>

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 <b>Trustmark National Bank</b>				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS <b>1808 29th Avenue South</b>	CITY <b>Homewood</b>	STATE <b>AL</b>	POSTAL CODE <b>35209</b>	COUNTRY <b>USA</b>

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

See Attached Schedule I

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

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## UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

**Blackridge Partners, LLC**

OR  
9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR  
10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR  
11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

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

14. This FINANCING STATEMENT:

☐ covers timber to be cut

☐ covers as-extracted collateral

☒ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in Item 16 (if Debtor does not have a record interest):

16. Description of real estate:

**See attached Exhibit A**

17. MISCELLANEOUS:

**Schedule I**

(A) The land described in Exhibit A attached hereto and made a part hereof (the "Land") as well as all development rights, air rights, water, water rights and water stock relating to the Land, and all estates, rights, titles, interest, privileges, liberties, tenements, hereditaments and appurtenances whatsoever in any way belonging, relating or appertaining to any of the Land, and the reversion and reversions, remainder and remainders, rents, issues, profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law and in equity of Mortgagor of, in and to the same, including but not limited to the other rights herein enumerated.

(B) All present and future structures, buildings, improvements and appurtenances of any kind now or hereafter situated on the Land (herein called the "Improvements") and all fixtures, fittings, apparatus, equipment and appliances of every kind and character now or hereafter attached or appertaining to the Improvements and all extensions, additions, improvements, betterments, renewals, substitutions, accessions, attachments and replacements to any of the foregoing, including, without limitation, all plumbing fixtures, ornamental and decorative fixtures, elevators, gas, steam, electric, solar and other heating, lighting, ventilating, air conditioning, refrigerating, cooking and washing equipment and appliances and sprinkling, smoke, fire and intrusion detection devices, it being intended and agreed that all such items will be conclusively considered to be a part of the real property conveyed by this Mortgage, whether or not attached or affixed to the Land.

(C) All appurtenances to the Land and all rights of Mortgagor in and to any streets, roads, public places, easements or rights of way relating to the Land.

(D) All the Rents, revenues, receipts, royalties, issues, income and profits of the Land and the Improvements and all rights of Mortgagor under all present and future Leases and subleases affecting the Land and the Improvements.

(E) All proceeds and claims arising on account of any damage to or taking of the Land or any Improvements thereon or any part thereof and all causes of action and recoveries for any loss or diminution in the value of the Land or any Improvements.

(F) All building materials, equipment, fixtures, fittings and appliances of every kind and character now owned or hereafter acquired by Mortgagor for the purpose of being solely used in connection with the operation of the Improvements as a building as distinct from any business conducted within the Improvements or on the Land, whether such building materials, equipment, fixtures, fittings and appliances are actually located on or adjacent to the Land and whether in storage or otherwise, wheresoever the same may be located, including, without limitation, all lumber and lumber products, bricks, building stones and blocks, sand, cement, roofing and flooring material, paint, doors, windows, hardware, nails, insulations, 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 and all gas, steam, electric, solar and other heating, lighting, ventilating, air conditioning, refrigerating, cooking and washing equipment and appliances; and

(G) All general intangibles relating to the development or use of the Land, including, without limitation, all water and sewer allocations, all licenses, all

governmental permits relating to construction on the Land, all names under or by which the Land or any Improvements on the Land may at any time be operated or known, and all rights to carry on business under any such names or any variant thereof, and all trademarks and goodwill in any way relating to the Land.



EXHIBIT A

A parcel of land situated in the Southeast 1/4 of Section 5, and the Northeast 1/4 of Section 8, all situated in Township 20 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

Commence at a 3 inch capped pipe at the Southeast corner of Section 5, Township 20 South, Range 3 West, Shelby County, Alabama and run N 1°05'03" W along the Eastern line of said Section for a distance of 517.96' to a point on the Southwestern boundary of the CSX railroad right-of-way on CSX Val Map 47-7, said point being the POINT OF BEGINNING; thence run along said right-of-way for the following calls; thence run N29°43'43"W for a distance of 233.89'; thence run N23°38'35"W for a distance of 240.17'; thence run N66°21'25"E for a distance of 150.86'; thence run N23°35'37"W for a distance of 358.62' to the Southeast corner of Common Area C-3 according to the survey of Blackridge Phase 1A, as recorded in Map Book 48, Page 83 A&B; thence leaving said right-of-way, run N89°04'51"W along the Southerly boundary of said common area for a distance of 121.14' to the Southeast corner of Lot 1 as shown on the survey of Blackridge Tower Lot, as recorded in Map Book 47, Page 27. In the Probate Office of Shelby County, Alabama; thence run N89°04'51"W along the Southerly boundary of said common area for a distance of 110.00' to the Southwest corner of said lot, said point being on the Southerly boundary of said Common Area C-3; thence run along the boundary of said Common Area C-3 for the following calls; thence run N89°04'51"W for a distance of 117.37'; thence run along a curve to the right with an arc length of 270.07', a radius of 975.00', a chord bearing of N02°14'21"E, and a chord length of 269.21'; thence run N10°10'29"E for a distance of 78.81'; thence run along a curve to the left with an arc length of 105.05', a radius of 275.00', a chord bearing of N00°46'06"W, and a chord length of 104.41' to a point along the Southerly right-of-way of Blackridge Road according to said survey; thence leaving said Common Area C-3 boundary, run along said right-of-way for the following calls; thence run S78°17'19"W for a distance of 50.00'; thence run along a curve to the left with an arc length of 64.91', a radius of 225.00', a chord bearing of N19°58'35"W, and a chord length of 64.69' to the Southeasterly corner of Common Area C-4 according to said survey; thence run along the Southeasterly boundary of said Common Area C-4 and Lots 1001 through 1012 of the same survey for the following calls; thence run S34°39'26"W for a distance of 417.04'; thence run S18°16'47"W for a distance of 130.29'; thence run S14°52'05"W for a distance of 340.11'; thence run S43°23'41"W for a distance of 366.58'; thence run S15°42'39"W for a distance of 88.31'; thence run S10°20'33"W for a distance of 120.57'; thence run S24°24'17"E for a distance of 103.02' to the Southeasterly corner of said Lot 1012; thence run S64°32'23"W for a distance of 150.07' along the Southeasterly boundary of said lot to the Easterly right-of-way of Blackridge Drive according to said survey; thence run along a curve to the right with an arc length of 335.30', a radius of 260.00', a chord bearing of S11°29'03"W, and a chord length of 312.54' to the Northerly corner of Lot 1016 according to said survey; thence leaving said right-of-way, run S41°34'16"E along the Northeasterly boundary of said lot for a distance of 150.00'; thence run along the rear boundary of Lots 1016 through 1027 of the same survey for the following calls; thence run S48°25'44"W for a distance of 47.15'; thence run S61°32'58"W for a distance of 229.60'; thence run S40°03'18"E for a distance of 360.80'; thence run along a curve to the right with an arc length of 336.09', a radius of 350.00', a chord bearing of S12°32'45"E, and a chord length of 323.32'; thence run S14°57'48"W for a distance of 296.89'; thence run along a curve to the left with an arc length of 205.80', a radius of 325.00', a chord bearing of S03°10'40"E, and a chord length of 202.38'; thence run S21°19'07"E for a distance of 146.63' to the Southeast corner of said Lot 1027; thence leaving said lot, run along a curve to the right with an arc length of 106.23', a radius of 200.00', a chord bearing of S63°49'15"E, and a chord length of 104.99'; thence run S88°54'21"E for a distance of 232.02'; thence run N16°26'25"E for a distance of 817.04'; thence run N26°12'25"E for a distance of 709.63'; thence run N10°03'31"E for a distance of 569.92'; thence run S80°48'45"E for a distance of 312.98' to the POINT OF BEGINNING.



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
02/13/2020 01:17:49 PM  
\$45.00 CHERRY  
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*Allen S. Bayl*