

UCC FINANCING STATEMENT.

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
Loan Funder LLC, Series 19042 645 Madison Avenue, 19th Floor, Suite 2040 New York, New York 10022

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UCC1 1/2

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				
OR				
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
Moulton	Brenda	Lee		
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1224 Mosaico Lane	Houston	TX	77055	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				
Loan Funder LLC				
OR				
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
645 Madison Avenue, 19th Floor, Suite 2040	New York	NY	10022	USA

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

See Exhibit "A" attached hereto and made a part hereof

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is		☐ held in a Trust (see UCC1Ad, item 17 and instructions)	☐ being administered by a Decedent's Personal Representative
6a. Check <u>only</u> if applicable and check <u>only</u> one box:		6b. Check <u>only</u> if applicable and check <u>only</u> one box	
☐ Public-Finance Transaction	☐ Manufactured-Home Transaction	☐ Agricultural Lien	☐ Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable):			
☐ Lessee/Lessor	☐ Consignee/Consignor	☐ Seller/Buyer	☐ Licensee/Licensor
8. OPTIONAL FILER REFERENCE DATA:			

EXHIBIT "A"

COLLATERAL

As security for the payment of all Liabilities, as defined below, Debtor hereby pledges to Lender, and grants to Lender a continuing security interest in, all of the following:

- A. the Company Interests, which shall mean all right, title and interest of Debtor in and to the following: Iridium Properties LLC, a Texas limited liability company, authorized to do business in the State of Alabama ("Borrower"), all profits, income, surplus, compensation, return of capital, distributions, and other disbursements and payments to Borrower and/or Debtor (including, without limitation, specific properties of Borrower upon dissolution or otherwise), and all interests in Borrower now owned or hereafter acquired by Debtor as a result of exchange offers, direct investments, contributions or otherwise; but excluding any obligation or liability of Debtor with respect to the Borrower or any duty of Debtor as a member of Borrower;
- B. all cash and other property, of any kind or nature, distributed or payable at any time or from time to time by Borrower to Debtor related to the Company Interests, as a distribution, in complete or partial liquidation or otherwise, including, without limitation, Debtor's membership interest of any revenues of Borrower derived from any contact;
- C. all patents and trademarks owned by or in the name of Debtor and/or Borrower;
- D. all other Pledged Property, which shall mean all Company Interests, all property received in exchange or substitution for Company Interests, all dividends, distributions and other returns from Company Interests, all other property delivered by Debtor to the Lender for the purpose of pledge under the Ownership Interest Pledge Agreement, and all proceeds of any of the foregoing; and

All of the foregoing are herein collectively called the "Collateral".

For purposes of this Exhibit "A", "Liabilities" means all Indebtedness (as defined below), obligations, and liabilities of the Debtor, as borrower, to the Secured Party, as lender, under the Loan Documents (as defined below), whether on account of principal, interest, indemnities, fees (including, without limitation, attorney's fees, remarketing fees, origination fees, collection fees, and all other professional fees), costs, expenses, taxes, or otherwise.

"Indebtedness" means the principal of, interest on, and all other amounts and payments due under or evidenced by the following (a) that certain Secured Note, Loan and Security Agreement, and Mortgage (the Security Instrument") entered into by and between Debtor, as Borrower, and Secured Party, as lender, and dated as of April 7, 2021 (the "Loan Documents"), (b) all funds later advanced by Lender to or for the benefit of Borrower under any provision of any of the Loan Documents, (c) any future loans or amounts advanced by Secured Party to Debtor when evidenced by a written instrument or document that specifically recites that the obligations evidenced by such document are secured by the terms of the Security Agreement, including, but not limited to, funds advanced to protect the security or priority of the Security Agreement.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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