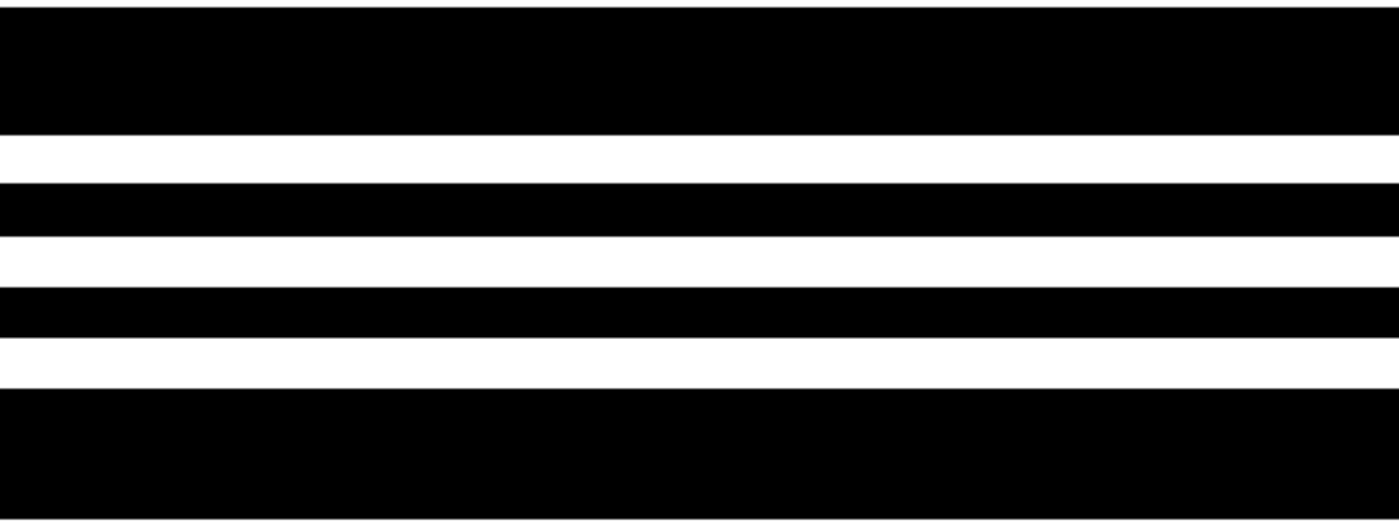




UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

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

20210614000288790
06/14/2021 11:51:16 AM
UCC1 1/6

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)

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

OR	2a. ORGANIZATION'S NAME				
	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)

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

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

See Attached Schedule I

Additional collateral to that certain mortgage recorded simultaneously herewith.

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: ☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility			6b. Check <u>only</u> if applicable and check <u>only</u> 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:					

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

DESCRIPTION OF REAL PROPERTY

Legal Description of Blackridge Area 1

A parcel of land situated in the South 1/2 of Section 8, and the Northwest 1/4 of Section 17, 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 Northwest corner of Section 17, Township 20 South, Range 3 West, Shelby County, Alabama and run S88°41'14"E along the North line of said Section for a distance of 1603.23'; thence leaving said section line run S01°18'46" W for a distance of 939.61' to the point of intersection of the North bank of the Cahaba River and the Northeasterly boundary of the CSX railroad right-of-way as shown on CSX Val Map 06036, said point being the POINT OF BEGINNING; thence leaving said North bank, run along said CSX right-of-way for the following calls; thence run N55°20'36"W for a distance 306.02'; thence run S34°39'24"W for a distance of 25.00'; thence run along a curve to the right with an arc length 229.81', a radius of 2591.53', a chord bearing of N52°48'10"W, and a chord length 229.73'; thence run along a curve to the right with an arc length of 1144.15', a radius of 1051.00', a chord bearing of N19°04'31"W, and a chord length of 1088.48'; thence run along a curve to the right with an arc length 229.82', a radius of 2591.53', a chord bearing of N14°39'08"E, and a chord length 229.74'; thence leaving said CSX right-of-way, run N46°42'44"E for a distance of 718.93' to the Southwest corner of Lot 1043 according to the survey of Blackridge Phase 1B, as recorded in Map Book 48, Page 84 A&B in the Probate Office of Shelby County, Alabama; thence run along the rear of Lots 1043 through 1033 of the same survey for the following calls: thence run along a curve to the right with an arc length of 172.48', a radius of 825.00', a chord bearing of N85°20'40"E, and a chord length of 172.16'; thence run S88°39'59"E for a distance of 264.11'; thence run along a curve to the left with an arc length of 253.98', a radius of 350.00', a chord bearing of N70°32'43"E, and a chord length of 248.44'; thence run N49°45'25"E for a distance of 147.18'; thence run along a curve to the right with an arc length of 118.04', a radius of 325.00', a chord bearing of N60°09'44"E, and a chord length of 117.40'; thence run N70°34'03"E for a distance of 405.67' to the Southeast corner of said Lot 1033; thence run N19°25'57"W for a distance of 150.00' along the East boundary of said lot to the Southeasterly right-of-way of Blackridge Lane as recorded on said survey; thence run along said right-of-way for the following calls; thence run N70°34'03"E for a distance of 7.10'; thence run along a curve to the left with an arc length of 220.15', a radius of 325.00', a chord bearing of N51°09'42"E, and a chord length of 215.97'; thence run N31°45'21"E for a distance of 49.14'; thence leaving said right-of-way, run S49°12'14"E for a distance of 249.72'; thence run S88°47'42"E for a distance of 731.42' to the North bank of the Cahaba River; thence run in a Southwesterly direction along said North bank for a distance of 3,335', more or less, to the POINT OF BEGINNING.

Said parcel containing 85 acres, more or less.

All hearings in this legal description are based on State Plane Coordinates for the Alabama West Zone.

Legal Description of Blackridge Area 3

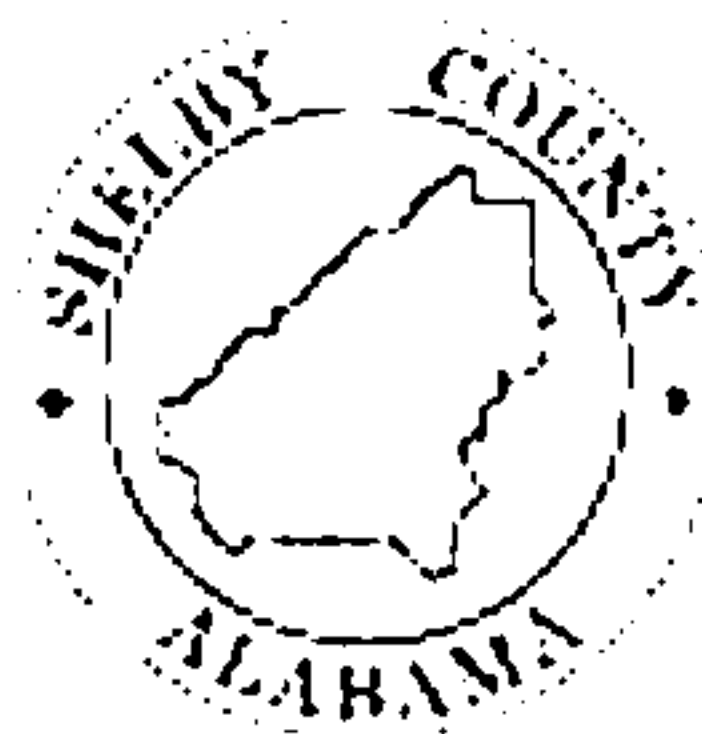
A parcel of land situated in the Southwest 1/4 of the Southwest 1/4 of Section 4, and the East 1/4 of Section 8, and the West 1/2 of Section 9, all situated in Township 20 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

COMMENCE at a 3 inch capped pipe at the Northeast corner of Section 8, Township 20 South, Range 3 West, Shelby County, Alabama, thence run S0°07'43"W for a distance of 1943.04' along the East line of said Section 8; thence leaving said East line, run N89°52'17"W for a distance of 905.98' to a point on the Northern bank of the Cahaba River, said point being the POINT OF BEGINNING; thence run N34°06'36"E for a distance of 181.08'; thence run N17°13'36"E for a distance of 260.07'; thence run along a curve to the left with an arc length of 150.73', a radius of 200.00', a chord bearing of N79°43'20"E, and a chord length of 147.18'; thence run N58°07'56"E for a distance of 68.23'; thence run along a curve to the right with an arc length of 45.43', a radius of 150.00', a chord bearing of N66°48'29"E, and a chord length of 45.25'; thence run N14°30'58"W for a distance of 50.00'; thence run N19°28'10"E

for a distance of 1499.94' to the POINT OF COMMENCEMENT; thence run N 15°29'19"E for a distance of 314.17' to a point on the Southwestern boundary of the CSX railroad right-of-way as shown on CSX Val Map 47—7; thence run along said right-of-way for the following calls; thence run S23°32'54"E for a distance of 130.17'; thence run N66°27'06"E for a distance of 166.43'; thence run along a curve to the left with an arc length of 290.00', a radius of 5804.65', a chord bearing of S28°30'51"E, and a chord length of 289.97'; thence run N89°20'42" W for a distance of 47.79'; thence run along a curve to the right with an arc length of 685.14', a radius of 2807.93', a chord bearing of S14°26'28"E, and a chord length of 683.44'; thence run S06°47'22"E for a distance of 98.02'; thence run S06°27'40"E for a distance of 1688.57'; thence run S08°00'57"E for a distance of 235.53'; thence run along a curve to the left with an arc length of 670.19', a radius of 1489.68', a chord bearing of S23°58'07"E, and a chord length of 664.55'; thence run S39°55'16"E for a distance of 235.53'; thence run S41°28'33"E for a distance of 185.68' to the point of intersection of said right-of-way and the Northern bank of the Cahaba River; thence leaving said right-of-way, run in a Westerly, thence Northerly, thence Northwesterly direction along said Northern bank of the Cahaba River for a distance of 3,823', more or less, to the POINT OF BEGINNING.

Said parcel containing 102 acres, more or less.

All bearings in this legal description are based on State Plane Coordinates for the Alabama West Zone.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
06/14/2021 11:51:16 AM
\$47.00 CHERRY
20210614000288790

Allen S. Bayal