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PLEASE VERIFY BEFORE SENDING

Unverified AI draft. Every fact must be checked against the records before use. It is not legal advice. Fill in every [ADD: …] placeholder, set the demand amount, confirm anything marked [VERIFY], and delete this box before sending.

- Demand amount, response deadline, delivery method, firm address and contact details, and the recipient ZIP code are placeholders. No ZIP code appears for Ramsey Hollow, and the lockbox ZIP and ACH details are missing. The December 1 notice says remittance instructions were "enclosed," but they are not in the file.
- The $14,200.00 payment on TMF-1187 to Tallgrass on January 9, 2026 rests only on the January 14, 15 and 20, 2026 emails. No copy of the check, check number or deposit date is in the file. The aging report still shows the full $14,200.00 as a balance, so please confirm how the demand should treat it.
- Please check the totals. The $53,039.75 (schedule) and $48,039.75 (aging report) figures are as read from the sources. I confirmed the arithmetic, but the attorney should confirm it too.
- Leon Bracewell's December 5, 2025 email says the remit-to address was "updated." His January 20, 2026 email says the AP clerk "used the old vendor record." Please review how the letter quotes both.
- The UCC-1 lapse date is "shown on filing acknowledgment," which is not in the file. The search is certified only as of November 28, 2025. Consider ordering a current search.
- The Keystone Ridge notice names no signatory. It carries only Tallgrass's acknowledgment.
- I left out the purchase price and Tallgrass's statement that it cannot turn over funds. Both seemed unnecessary for the account debtor. Please confirm.
- [VERIFY] Indiana rule on account debtor payment after notice of assignment (not cited by statute number).
- [VERIFY] Indiana rule on defenses the account debtor may raise against the assignee (not cited by statute number).

Vandermeer Quist LLP
[ADD: firm street address]
[ADD: city, state ZIP]
[ADD: phone] · [ADD: email]

[ADD: date]

VIA [ADD: delivery method]

Leon Bracewell, Chief Financial Officer
Accounts Payable
Ramsey Hollow Equipment Co.
4500 Ironweed Parkway
Corliss Junction, Indiana [ADD: ZIP] [notice_of_assignment_and_receipt.pdf p.1]

Re: Notice of Assignment and Demand for Payment, Tallgrass Metal Fabricators Inc. Invoices TMF-1187, TMF-1194, TMF-1203 and TMF-1210; Keystone Ridge Capital Funding LLC; Account No. [ADD: Keystone Ridge account number]

Dear Mr. Bracewell and Accounts Payable:

Introduction

We represent Keystone Ridge Capital Funding LLC ("Keystone Ridge"). Keystone Ridge purchased, and holds a security interest in, the accounts of Tallgrass Metal Fabricators Inc. ("Tallgrass") [factoring_agreement_and_schedule.pdf p.1]. Those accounts include four invoices owed by Ramsey Hollow Equipment Co. ("Ramsey Hollow"): TMF-1187, TMF-1194, TMF-1203 and TMF-1210 [factoring_agreement_and_schedule.pdf p.1]. This letter demands that Ramsey Hollow pay those invoices to Keystone Ridge.

The assignment and lien

Keystone Ridge and Tallgrass entered into an Accounts Receivable Purchase Agreement dated October 8, 2025 [factoring_agreement_and_schedule.pdf p.1]. In Section 2, Tallgrass sold to Keystone Ridge all of its right, title and interest in each account listed on a signed Schedule of Accounts, including the right to receive payment [factoring_agreement_and_schedule.pdf p.1]. In Section 3, Tallgrass granted Keystone Ridge a security interest in all of its accounts, now owned or later acquired, and their proceeds [factoring_agreement_and_schedule.pdf p.1]. Section 6 allows Keystone Ridge to notify any account debtor at any time to pay Keystone Ridge directly. Section 7 provides that any payment Tallgrass receives on a purchased account is held in trust for Keystone Ridge [factoring_agreement_and_schedule.pdf p.1].

Schedule of Accounts No. 4, dated November 24, 2025 and signed by Gina Tallmadge, President of Tallgrass, lists Ramsey Hollow as account debtor and identifies the four invoices at issue [factoring_agreement_and_schedule.pdf p.1].

Keystone Ridge filed a UCC financing statement against Tallgrass with the Indiana Secretary of State, Business Services Division, on October 14, 2025 at 9:22 am, under file number 202510140018. The collateral includes all accounts of Tallgrass and their proceeds [ucc1_financing_statement.pdf p.1]. A search certified as of November 28, 2025 showed this as the only filing against Tallgrass [ucc1_financing_statement.pdf p.1].

Keystone Ridge sent a written Notice of Assignment and Direction to Pay dated December 1, 2025, addressed to Ramsey Hollow's Accounts Payable department and to you. It identified all four invoices and directed that all payments on them, and on any future Tallgrass invoices, be made only to Keystone Ridge. Tallgrass acknowledged the notice [notice_of_assignment_and_receipt.pdf p.1]. The notice was emailed to ap@ramseyhollow.example and lbracewell@ramseyhollow.example on December 1, 2025. It was also sent by certified mail and delivered December 4, 2025, signed for by "P. Linder" [notice_of_assignment_and_receipt.pdf p.1]. On December 5, 2025, you replied by email: "Received. We have updated the vendor remit-to address for Tallgrass in our system." [notice_of_assignment_and_receipt.pdf p.1]

Invoices owed

Ramsey Hollow's receiving staff signed delivery receipts for each invoice (TMF-1187 on November 4; TMF-1194 on November 11; TMF-1203 on November 18; TMF-1210 on November 21, 2025). Keystone Ridge has no defect claims on file [invoices_and_aging_report.pdf p.1]. The table below shows the invoices as of March 6, 2026.

Invoice	Invoice date	Due date	Amount	Paid to Keystone Ridge	Balance	Source
TMF-1187	November 3, 2025	December 3, 2025	$14,200.00	$0.00	$14,200.00	[factoring_agreement_and_schedule.pdf p.1; invoices_and_aging_report.pdf p.1]
TMF-1194	November 10, 2025	December 10, 2025	$9,615.50	$0.00	$9,615.50	[factoring_agreement_and_schedule.pdf p.1; invoices_and_aging_report.pdf p.1]
TMF-1203	November 17, 2025	December 17, 2025	$21,880.00	$5,000.00	$16,880.00	[factoring_agreement_and_schedule.pdf p.1; invoices_and_aging_report.pdf p.1]
TMF-1210	November 21, 2025	December 22, 2025	$7,344.25	$0.00	$7,344.25	[factoring_agreement_and_schedule.pdf p.1; invoices_and_aging_report.pdf p.1]
Total (as read from the bills)			**$53,039.75**	**$5,000.00**	**$48,039.75**	[factoring_agreement_and_schedule.pdf p.1; invoices_and_aging_report.pdf p.1]

Keystone Ridge received a $5,000.00 ACH payment from Ramsey Hollow on February 2, 2026, with the memo "TMF-1203 partial." That payment is credited above [invoices_and_aging_report.pdf p.1].

Notice of assignment

This letter confirms the notice previously given. The accounts listed above have been assigned to Keystone Ridge, and all payment on them, and on any other Tallgrass invoices, must now be made only to Keystone Ridge at [ADD: payment instructions]. As stated in the December 1, 2025 notice, the lockbox address is P.O. Box 44817, Harlow Bend, Indiana [ADD: ZIP], or payment may be made by ACH [notice_of_assignment_and_receipt.pdf p.1]. After an account debtor receives notice of an assignment, payment to the original creditor may not discharge the debt [VERIFY: Indiana rule on account debtor payment after notice of assignment].

Ramsey Hollow made a payment to Tallgrass after receiving notice. According to the January 14, 2026 email from Tallgrass's President, Ramsey Hollow sent Tallgrass a check for $14,200.00 on January 9, 2026 for invoice TMF-1187 [invoices_and_aging_report.pdf p.1]. That date is after the December 1, 2025 email notice, the December 4, 2025 certified-mail delivery and your December 5, 2025 acknowledgment [notice_of_assignment_and_receipt.pdf p.1]. On January 15, 2026, Keystone Ridge's Managing Director wrote to you that this payment does not count toward what Ramsey Hollow owes Keystone Ridge and asked that all open invoices be paid to the lockbox [invoices_and_aging_report.pdf p.1]. On January 20, 2026, you responded: "Our AP clerk used the old vendor record. We consider TMF-1187 paid. We will work through the rest when cash allows." [invoices_and_aging_report.pdf p.1] Keystone Ridge has received nothing on TMF-1187 and does not accept that the payment to Tallgrass satisfied that invoice as to Keystone Ridge [invoices_and_aging_report.pdf p.1].

Demand

Keystone Ridge demands that Ramsey Hollow pay [ADD: demand amount] to Keystone Ridge, at the payment instructions above, by [ADD: response deadline]. The demand covers all four invoices, including TMF-1187. Keystone Ridge also demands written confirmation by the same date that Ramsey Hollow's records show Keystone Ridge as the sole payee for all Tallgrass invoices. Please make no further payments on these accounts to Tallgrass or anyone else.

If Ramsey Hollow contends that any invoice is disputed, or that it has any defense or setoff, please identify the invoice, the basis of the contention and supporting documents in writing by the same date. Our records show signed delivery receipts and no defect claims [invoices_and_aging_report.pdf p.1].

Keystone Ridge reserves all rights and remedies under the Accounts Receivable Purchase Agreement, the UCC financing statement, and applicable law, and nothing in this letter waives any of them. Please direct all communications on this matter to me.

State rules

We understand that Indiana law governs this matter. Keystone Ridge's rights as assignee and secured party, Ramsey Hollow's obligations after notice of assignment, and any defenses Ramsey Hollow may raise against Keystone Ridge are subject to Indiana law [VERIFY: Indiana rule on defenses the account debtor may raise against the assignee].

Sincerely,

Allison J. Vandermeer
Vandermeer Quist LLP