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 RASHELLE HOBBS  
 Recorder, Salt Lake County, UT  
 COTTONWOOD TITLE  
 BY: eCASH, DEPUTY - EF 7 P.

**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)

White & Case LLP  
 111 S. Wacker Dr., Suite 5100  
 Chicago, Illinois 60606  
 Attention: Michael J. McKeever  
 CT-120237-CAF

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  
**CR Metro at Fireclay Communities, LLC**

OR

1b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
**444 West Beech Street, Suite 300 San Diego CA 92101 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  
**Mesa West Core Lending Fund, LLC**

OR

3b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
**11755 Wilshire Boulevard, Suite 2100 Los Angeles CA 90025 USA**

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

**All of the collateral described in Schedule 1 attached hereto and made a part hereof by this reference.**

TIN 21-01-278-027-4001, 21-01-278-027-4002, 21-01-278-028 1/2  
 21-01-278-029

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/Licensor

8. OPTIONAL FILER REFERENCE DATA:  
**Salt Lake County Recorder**

# 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 <b>CR Metro at Fireclay Communities, LLC</b>	
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		SUFFIX
ADDITIONAL NAME(S)/INITIAL(S)		COUNTRY		
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:

**That certain real property described in Exhibit A to Schedule 1 attached hereto and made a part hereof by this reference.**

17. MISCELLANEOUS:  
**Record in Salt Lake County, Utah**

**SCHEDULE 1 to UCC-1 Financing Statement**

**Debtor:** Metro Las Lomas, LLC, a Delaware limited liability company

**Secured Party:** Mesa West Core Lending Fund, LLC, a Delaware limited liability company

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This FINANCING STATEMENT covers the following collateral whether now owned or existing, or hereafter created, acquired or arising:

All of that real property located in the County of Salt Lake, State of Utah, described on Exhibit A attached hereto (the “**Land**”), together with all right, title, interest and privileges of Debtor in and to the following property, rights, title, interests and estates:

- (a) All streets, ways, roads and alleys used in connection with or pertaining to such real property, and together with all development rights or credits, air rights, water, water rights and water stock related to such real property, and all minerals, oil and gas, and other hydrocarbon substances in, on or under the Land, and all appurtenances, easements, rights and rights of way appurtenant or related thereto (collectively with the Land, the “**Real Property**”);
- (b) All buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, renovations, replacements and other improvements and fixtures now or hereafter located on the Real Property (collectively, the “**Improvements**”);
- (c) All apparatus, equipment, inventory and appliances used in the operation or occupancy of the Real Property, including, without limitation, all other property of every kind and nature, whether tangible or intangible, whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Real Property, or appurtenant thereto and usable in connection with the present or future operation and occupancy of the Real Property and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Real Property, or appurtenant or affixed thereto, or usable in connection with the present or future operation, enjoyment and occupancy of the Real Property (collectively, the “**Equipment**”), including any leases of, deposits in connection with, and proceeds of any sale or transfer of any of the foregoing, and the right, title and interest of Debtor in and to any of the Equipment that may be subject to any “security interest” as defined in the Uniform Commercial Code as enacted in the state of Utah, as amended and recodified from time-to-time (the “**UCC**”);
- (d) All awards and payments, including interest thereon, that may heretofore and hereafter be made with respect to the Real Property, Improvements, or Equipment, whether from the exercise of the right of eminent domain or condemnation (including, without limitation, any transfer made in lieu of or in anticipation of the

exercise of said rights), or for a change of grade, or for any other injury to or decrease in the value thereof (collectively, the “**Awards and Payments**”);

- (e) To the extent assignable by Debtor, all leases (“**Leases**”), license agreements, franchise agreements, concession agreements and other occupancy agreements of any nature, whether oral or written or implied by course of conduct, now or hereafter affecting all or any part of the Real Property, the Improvements, the Equipment or the Awards and Payments and all other agreements or arrangements heretofore or hereafter entered into affecting the use, enjoyment or occupancy of, or the conduct or any activity upon or in or relating to , the Real Property, the Improvements, the Equipment or the Awards and Payments, and any and all guarantees, extensions, renewals, replacements and modifications thereof (collectively, the “**Operating Agreements**”);
- (f) All rents, issues, income and profits, including, without limitation, charges for parking, maintenance, taxes and insurance, deficiency rents and damages following default, all proceeds payable under any policy of insurance covering loss of rent resulting from any destruction or damage to the Real Property, Improvements or Equipment, and all other rights and claims of any kind which Debtor may have against any tenant or any other occupant of the Real Property, Improvements or Equipment, all rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), all receivables, customer obligations and other obligations now existing or hereafter arising or created out of the sale, sublease, license, franchise, concession or other grant of the right of the use and occupancy of Real Property, or Improvements, or rendering of services by Debtor or any operator or manager of the Real Property, Improvements or Equipment (collectively, the “**Rents**”);
- (g) All proceeds of and any unearned premiums on any insurance policies covering the Real Property, Improvements or Equipment (regardless as to whether required hereby) including, without limitation, the right to receive and apply the proceeds of any insurance, judgments or settlements made in lieu thereof, for damage to the Real Property, Improvements or Equipment (collectively, the “**Insurance Proceeds**”);
- (h) The rights, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Real Property, Improvements, Equipment, Awards and Payments, Operating Agreements, Rents or Insurance Proceeds and to commence any action or proceeding to protect the interest of Secured Party or Trustee therein (collectively, the “**Claims**”);
- (i) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing, including, without limitation, the Insurance Proceeds and Awards and Payments, into cash or liquidation claims;
- (j) All accounts, escrows, documents, instruments, chattel paper, notes, drafts, letters of credit, interest rate hedge, cap, swap or similar agreement, title insurance policies, all reserves and accounts established under that certain Loan Agreement between

Debtor, CR Metro at Fireclay Communities, LLC, a Delaware limited liability company (“**Communities**”), Metro OTA, LLC, a Delaware limited liability company (“**OTA**”) and Metro 406 Juniper, LLC, a Delaware limited liability company (“**Juniper**”) individually, collectively, jointly and severally, as borrower, and Secured Party, as lender, dated as of even date herewith (the “**Loan Agreement**”), all permits, consents, approvals, licenses, authorizations and other rights given or granted by or obtained from any governmental entity with respect to the Real Property, Improvements, Equipment, Awards and Payments, Operating Agreements, Rents or Insurance Proceeds, all deposits or other security now or hereafter made with or given to utility companies by Debtor with respect thereto, all loan funds held by Secured Party, whether or not disbursed, all funds deposited with Secured Party or another depository pursuant to the Loan Agreement or any other Loan Document, all reserves, deferred payments, deposits, accounts, refunds and payments of any kind related thereto or any portion thereof, together with all books, claims, deposits and general intangibles, as the foregoing are defined in the UCC, and all franchises, trade names, trademarks, symbols, service marks, books, records, plans, specifications, designs, drawings, permits, consents, licenses, franchise agreements, management agreements, contract rights (including, without limitation, any contract with any architect or engineer or with any other provider of goods or services for or in connection with any construction, repair, renovation or other work upon the Real Property or Improvements), approvals, actions, refunds, rebates or credits of real estate taxes and assessments (and any other governmental impositions related to the Real Property Improvements or Equipment), and causes of action that now or hereafter relate to, are derived from or are used in connection thereto, or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon (collectively, the “**Intangibles**”);

- (k) All water and water rights, ditches and ditch rights, reservoirs and storage rights, wells and well rights, springs and spring rights, groundwater rights (whether tributary, nontributary or not nontributary), water contracts, water allotments, water taps, shares in ditch or reservoir companies, and all other rights of any kind or nature in or to the use of water, which are appurtenant to, historically used on or in connection with, or located on or under the Land, together with any and all easements, rights of way, fixtures, personal property, contract rights, permits or decrees associated with or used in connection with any such rights;
- (l) The Interest Rate Protection Agreement, including, but not limited to, all “accounts”, “chattel paper”, “general intangibles” and “investment property” (as such terms are defined in the UCC as from time to time in effect) constituting or relating to the foregoing; and all products and proceeds of any of the foregoing;
- (m) All right, title and interest of Debtor in and to that certain Tenants in Common Agreement (the “**TIC Agreement**”) by and between Debtor, Communities, OTA and Juniper dated as of the date hereof with respect to the Property and recorded concurrently with (but subsequent to) this Security Instrument, and the estates created thereby, together with all modifications, extensions and renewals of the TIC Agreement and all options, privileges and rights of each Trustor thereunder,

including, without limitation, any and all rights of first refusal (including those which arise under Section 363(i) of the Bankruptcy Code), any options to purchase or similar rights granted to Debtor therein; and

- (n) All interests or estate which Debtor may hereafter acquire in the Real Property Improvements, Equipment, Awards and Payments, Operating Agreements, Rent or Insurance Proceeds, and all additions and accretions thereto, and the proceeds of any of the foregoing. The above listing of specific rights of property shall not be interpreted as a limitation of general terms.

The above listing of specific rights or property shall not be interpreted as a limitation of general terms. All defined terms used herein shall have the same meaning assigned to such terms in that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated as of February 21<sup>st</sup>, 2020 by Debtor, as trustor, to the trustee named therein for the benefit of Secured Party, as beneficiary, to be recorded in the office of the Salt Lake County Recorder in the State of Utah (as modified, amended and/or supplemented from time to time, the “**Security Instrument**”).

**EXHIBIT A to Schedule 1 to UCC-1 Financing Statement**

**LEGAL DESCRIPTION**

Lot 1, THE METRO AT FIRECLAY PLAT "A", according to the official plat thereof as recorded in the office of the Salt Lake County Recorder on May 3, 2016 as Entry No. 12271924 in Book 2016P at Page 101.

Lot 1 and Parcel A, METRO SOUTH PLAT "A", according to the official plat thereof as recorded in the office of the Salt Lake County Recorder on December 15, 2017 as Entry No. 12679772 in Book 2017P at Page 337.