



13705544  
 06/30/2021 03:28 PM \$40.00  
 Book - 11199 Pg - 8689-8695  
**RASHELLE HOBBS**  
 RECORDER, SALT LAKE COUNTY, UTAH  
 QUICK DATA SERVICES INC  
 2005 E 2700 S STE 200  
 SLC UT 84109  
 BY: ARA, DEPUTY - WI 7 P.

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

|   |
|---|
| A NAME & PHONE OF CONTACT AT FILER (optional)   |
| B. E-MAIL CONTACT AT FILER (optional)   |
| C<br><br>When Recorded Return To:<br>Quick Data Services, Inc.<br>2005 East 2700 South, Suite 200<br>Salt Lake City, UT 84109 |

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<br><b>NORTH TEMPLE LIHTC, LLC</b> |                          |                     |                               |            |
| OR   | 1b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX     |
| 1c MAILING ADDRESS                                       | CITY                     | STATE               | POSTAL CODE                   | COUNTRY    |
| <b>423 West Broadway, Suite #230</b>                     | <b>Salt Lake City</b>    | <b>UT</b>           | <b>84101</b>                  | <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<br><b>CITIBANK, N.A.</b> |                          |                     |                               |            |
| OR  | 3b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX     |
| 3c MAILING ADDRESS                              | CITY                     | STATE               | POSTAL CODE                   | COUNTRY    |
| <b>388 Greenwich Street, Trading 6th Floor</b>  | <b>New York</b>          | <b>NY</b>           | <b>10013</b>                  | <b>USA</b> |

4. COLLATERAL This financing statement covers the following collateral.

SEE "EXHIBIT A" LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

SEE "EXHIBIT B" DESCRIPTION OF COLLATERAL ATTACHED HERETO AND MADE A PART HEREOF.

Tax ID: 08-34-353-055 and 08-34-353-038

|   |  |
|---|--|
| 5. Check <u>only</u> if applicable and check <u>only</u> one box. Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative   |  |
| 6a. Check <u>only</u> if applicable and check <u>only</u> one box:<br><input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility          | 6b. Check <u>only</u> if applicable and check <u>only</u> one box.<br><input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing |
| 7 ALTERNATIVE DESIGNATION (if applicable) <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor |  |

8. OPTIONAL FILER REFERENCE DATA:

File with the Official Records of Salt Lake County, Utah (Taxable Mortgaged Property) The Village at North Station (30267.2038)

International Association of Commercial Administrators (IACA)

FILING OFFICE COPY - UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/20/11)

# 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<br><b>NORTH TEMPLE LIHTC, 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 | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX      |         |
| 11c MAILING ADDRESS       | CITY                | STATE                         | POSTAL CODE | COUNTRY |

12. ADDITIONAL SPACE FOR ITEM 4 (COLLATERAL):

|   |   |
|---|---|
| 13. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable) | 14. This FINANCING STATEMENT<br><input type="checkbox"/> covers timber to be cut <input type="checkbox"/> covers as-extracted collateral <input checked="" type="checkbox"/> 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:<br><b>The Village at North Station</b><br><b>Salt Lake City, Salt Lake County, Utah</b><br><b>See "Exhibit A" Legal Description attached hereto and made a part hereof.</b> |

17 MISCELLANEOUS

**EXHIBIT A**

**LEGAL DESCRIPTION**

Real property in the Salt Lake City, County of Salt Lake, State of Utah, described as follows:

**PARCEL 1:**

A PARCEL OF LAND SITUATE IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF NORTH TEMPLE STREET, SAID POINT BEING NORTH 89°58'38" EAST 322.84 FEET AND SOUTH 00°01'22" EAST 74.41 FEET FROM THE STREET MONUMENT AT 2050 WEST STREET AND NORTH TEMPLE STREET, SAID MONUMENT BEING NORTH 00°00'38" WEST 739.45 FEET FROM THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 89°57'15" EAST 91.05 FEET ALONG THE SOUTH LINE OF NORTH TEMPLE STREET; THENCE SOUTH 45°42'14" EAST 23.78 FEET ALONG THE SOUTH LINE OF NORTH TEMPLE STREET; THENCE EAST 44.14 FEET ALONG THE SOUTH LINE OF NORTH TEMPLE STREET; THENCE NORTH 50°03'30" EAST 25.11 FEET ALONG THE SOUTH LINE OF NORTH TEMPLE STREET; THENCE NORTH 87°09'19" EAST 7.22 FEET ALONG THE SOUTH LINE OF NORTH TEMPLE STREET; THENCE SOUTH 202.06 FEET; THENCE NORTH 89°58'38" EAST 175.00 FEET; THENCE NORTH 00°11'08" WEST 210.00 FEET; THENCE NORTH 89°58'38" EAST 301.21 FEET ALONG THE SOUTH LINE OF NORTH TEMPLE STREET; THENCE SOUTH 00°00'43" EAST 672.30 FEET; THENCE NORTH 89°56'42" EAST 307.01 FEET TO THE WEST LINE OF ORANGE STREET; THENCE SOUTH 00°03'08" EAST 278.65 FEET ALONG THE WEST LINE OF SAID ORANGE STREET; THENCE NORTH 89°54'47" WEST 43.67 FEET; THENCE SOUTH 45°05'13" WEST 28.85 FEET; THENCE NORTH 89°54'47" WEST 617.52 FEET; THENCE NORTH 14°26'08" WEST 4.99 FEET; THENCE SOUTH 89°21'06" WEST 42.59 FEET; THENCE NORTH 14°23'36" WEST 199.10 FEET; THENCE NORTH 76°12'53" EAST 10.13 FEET; THENCE NORTH 14°31'54" WEST 19.69 FEET; THENCE SOUTH 77°19'44" WEST 10.22 FEET; THENCE NORTH 14°19'29" WEST 49.07 FEET; THENCE SOUTH 89°56'42" WEST 136.10 FEET; THENCE NORTH 00°03'18" WEST 33.27 FEET; THENCE SOUTH 89°56'42" WEST 26.17 FEET; THENCE NORTH 00°11'08" WEST 298.49 FEET; THENCE NORTH 19°39'22" WEST 15.00 FEET; THENCE NORTH 00°11'08" WEST 352.24 FEET TO THE POINT OF BEGINNING.

**PARCEL 1A:**

A NONEXCLUSIVE EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS, APPURTENANT TO A PORTION OF PARCEL 1 DESCRIBED HEREIN, AS SET FORTH AND DEFINED IN THAT CERTAIN ACCESS, UTILITIES AND PARKING EASEMENT AGREEMENT RECORDED NOVEMBER 20, 2020 AS ENTRY NO. 13469236 IN BOOK 11065 AT PAGE 2278 OF THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER.

PARCEL 2:

BEGINNING NORTH 89°12'01" EAST 504.03 FEET, MORE OR LESS, AND NORTH 700.45 FEET, MORE OR LESS, FROM THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89°58'38" EAST 175 FEET; SOUTH 210 FEET; WEST 175 FEET; NORTH 210 FEET TO THE BEGINNING.

LESS AND EXCEPTING THAT PORTION OF LAND CONVEYED TO UTAH TRANSIT AUTHORITY BY THAT CERTAIN WARRANTY DEED RECORDED FEBRUARY 4, 2010 AS ENTRY NO. 10892412 IN BOOK 9801 AT PAGE 9352 OF OFFICIAL RECORDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN FEE, BEING PART OF AN ENTIRE TRACT OF PROPERTY, SITUATE IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, IN SALT LAKE COUNTY, INCIDENT TO THE CONSTRUCTION OF THE "AIRPORT LIGHT RAIL TRANSIT PROJECT"; A UTAH TRANSIT AUTHORITY PROJECT, KNOWN AS "ALRT", AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID ENTIRE TRACT AND THE SOUTHERLY RIGHT OF WAY LINE OF NORTH TEMPLE STREET, WHICH POINT IS 34.69 FEET SOUTH 00°04'57" WEST AND 504.03 FEET NORTH 89°12'01" EAST AND 700.61 FEET NORTH (RECORD 700.45 FEET NORTH) FROM THE SOUTHWEST CORNER OF SAID SECTION 34; THENCE NORTH 89°58'38" EAST 160.97 FEET ALONG THE NORTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT AND SAID SOUTHERLY RIGHT OF WAY LINE; THENCE SOUTH 87°09'19" WEST 161.17 FEET TO THE WESTERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE NORTH 7.93 FEET ALONG SAID WESTERLY BOUNDARY LINE TO THE POINT OF BEGINNING.

Tax Id No: 08-34-353-055 and 08-34-353-038

## EXHIBIT B

### DESCRIPTION OF COLLATERAL

**DEBTOR:** NORTH TEMPLE LIHTC, LLC, a Utah limited liability company

**SECURED PARTY:** CITIBANK, N.A., a national banking association

In connection with the real property described in Exhibit A and/or the improvements on such real property (collectively, the “**Property**”), this Financing Statement covers all of Debtor’s present and future right, title and interest in and to all of the following:

(1) All of the following that are used now or in the future in connection with the ownership, management or operation of the Property: machinery, equipment, engines, boilers, incinerators, installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air, or light; antennas, cable, wiring and conduits used in connection with radio, television, security, fire prevention, or fire detection or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers and other appliances; light fixtures, awnings, storm windows and storm doors; pictures, screens, blinds, shades, curtains and curtain rods; mirrors; cabinets, paneling, rugs and floor and wall coverings; fences, trees and plants; swimming pools; and exercise equipment (any of the foregoing that are so attached to the Property as to constitute fixtures under applicable law are referred to below as the “**Fixtures**”);

(2) All (i) accounts (including deposit accounts and escrows (including, without limitation, (a) accounts established for the payment of (1) water and sewer charges, (2) premiums for fire and other hazard insurance, rent loss insurance and such other insurance required by Secured Party, (3) taxes, assessments, vault rentals, and (4) amounts for other charges and expenses required by Secured Party to protect the Property, to prevent the imposition of liens on the Property, or otherwise to protect Secured Party’s interests (collectively, items (1) through (4) are herein referred to as the “**Impositions**”); (b) the Replacement Reserve Fund created pursuant to that certain Replacement Reserve Agreement between Debtor and Secured Party; (c) any other reserve fund or account established for the payment of principal or interest on loans to Borrower, capital replacements, repairs or similar items, and (d) all proceeds of and all interest and dividends on such accounts)) of Debtor related to the Property; (ii) equipment, goods, supplies and inventory owned by Debtor that are used now or in the future in connection with the ownership, management or operation of the Property or are located on the Property (other than Fixtures), including furniture, furnishings, machinery, building materials, tools, books, records (whether in written or electronic form), computer equipment (hardware and software); (iii) other tangible personal property owned by Debtor which are used now or in the future in connection with the ownership, management or operation of the Property or are located on the Property (other than Fixtures), including ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers and other appliances; (iv) any operating agreements relating to the Property; (v) any surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Property; (vi) documents, instruments, chattel paper, claims, deposits, deposit accounts, payment intangibles, investment property, other intangible property, general intangibles (as such terms are defined in the Uniform Commercial Code) and rights relating to the operation of, or used in connection with, the Property, including all governmental permits relating to any activities on the Property and including subsidy or similar payments received from any sources, including a governmental authority; and (vii) any rights of Debtor in or under letters of credit (collectively, the “**Personalty**”);

(3) All current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights-of-way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses, and appurtenances related to or benefiting the Property, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated;

(4) All proceeds paid or to be paid by any insurer of the Property, the Fixtures, the Personalty or any other item listed in this Exhibit B;

(5) All awards, payments and other compensation made or to be made by any municipal, state or federal authority with respect to the Property, the Fixtures, the Personalty or any other item listed in this Exhibit B, including any awards or settlements resulting from condemnation proceedings or the total or partial taking of the Property, the Fixtures, the Personalty or any other item listed in this Exhibit B under the power of eminent domain or otherwise and including any conveyance in lieu thereof;

(6) All contracts, options and other agreements for the sale of the Property, the Fixtures, the Personalty or any other item listed in this Exhibit B entered into by Debtor now or in the future, including cash or securities deposited to secure performance by parties of their obligations;

(7) All present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Property, or any portion of the Property (including proprietary leases or occupancy agreements if Debtor is a cooperative housing corporation), and all modifications, extensions or renewals (the "**Leases**");

(8) All rents (whether from residential or non-residential space), revenues and other income of the Property, including subsidy payments received from any sources (including, but not limited to payments under any Housing Assistance Payments Contract or similar agreements), parking fees, laundry and vending machine income and fees and charges for food, health care and other services provided at the Property, whether now due, past due, or to become due, and deposits forfeited by tenants.

(9) All earnings, royalties, accounts receivable, issues and profits from the Property or any other item listed in this Exhibit B, whether the foregoing are now due, past due, or to become due, all undisbursed proceeds of the loan secured by the security interests to which this financing statement relates, deposits forfeited by tenants, and, if Debtor is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;

(10) All refunds or rebates of Impositions by any municipal, state or federal authority or insurance company (other than real property tax refunds applicable to periods before the real property tax year in which the loan secured by the security interests to which this financing statement relates was made);

(11) All tenant security deposits which have not been forfeited by any tenant under any Lease and any bond or other security in lieu of such deposits;

(12) All names under or by which the Property or any part of it may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Property or any part of it;

(13) Any and all payments which may hereafter become due to Debtor from the members or limited partners of Debtor from and after the initial installment, inclusive, of capital contributions pursuant to the Debtor's partnership agreement or operating agreement and other organizational documents ("**Organizational Documents**"), as the same may be adjusted in amount, deferred, combined with other capital contributions or payments, and/or received, due, owing or payable on other dates or

from other person and/or entities pursuant to the Debtor's Organizational Documents and all investments, interest, income and other gain from the investment of such moneys, (ii) all of Debtor's rights, title and interests in, to and under the limited partnership or membership interests of the members or limited partners in Debtor and all other property or collateral pledged to Debtor under the Debtor's Organizational Documents and all other documents evidencing, governing, securing, or otherwise relating to any of the foregoing, and all amendments, modifications, extension and renewals of any of the foregoing, (iii) all of Debtor's rights to enforce the obligations of the limited partners or members to Debtor under any of the Debtor's Organizational Documents, (iv) all other payments due or to become due from the limited partners or members under the Debtor's Organizational Documents, and (v) all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or other property, in any form whatsoever including, without limitation, general intangibles, chattel paper, accounts, instruments, documents, money, goods (whether equipment or inventory), and consumer goods;

(14) All documents, writings, books, files, records and other documents arising from or relating to any of the foregoing, whether now existing or hereafter created; and

(15) All proceeds from the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, and the right to collect such proceeds, and all other cash and non-cash proceeds and products of any of the foregoing.