

**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)
<div style="border: 1px solid black; padding: 10px; width: fit-content; margin: auto;"> <p><b>David A. Ebby, Esquire</b>  <b>Drinker Biddle &amp; Reath LLP</b>  <b>One Logan Square, Suite 2000</b>  <b>Philadelphia, PA 19103-6996</b></p> </div>

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 <b>8TH AVENUE INVESTMENT, LLC</b>				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS				
<b>8950 W. Olympic Boulevard, Suite 372</b>	<b>Beverly Hills</b>	<b>CA</b>	<b>90211</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 <b>SDBW, LLC</b>				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS				
<b>8950 W. Olympic Boulevard, Suite 372</b>	<b>Beverly Hills</b>	<b>CA</b>	<b>90211</b>	<b>USA</b>

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 <b>MTL Insurance Company</b>				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS				
<b>1200 Jorie Boulevard</b>	<b>Oak Brook</b>	<b>IL</b>	<b>60523-2269</b>	<b>USA</b>

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

See Exhibit A attached hereto and made a part hereof.

Real Property: situated in the City of American Fork, County of Utah and State of Utah, as more fully described on Exhibit B attached.

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:  
**Filing Office: Recorder of Deeds in and for Utah County, Utah**

**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>8TH AVENUE INVESTMENT, 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.  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 Exhibit B attached hereto and made a part hereof.

17. MISCELLANEOUS:

**EXHIBIT A TO UCC-1 FINANCING STATEMENT**

Debtor: 8TH AVENUE INVESTMENT, LLC, a California limited liability company (“8th Avenue”) and SDBW, LLC, a New York limited liability company (“SDBW”) (8th Avenue and SDBW, jointly and severally, the “Debtor”),

Trustee: FIRST AMERICAN TITLE INSURANCE AGENCY, LLC

Secured Party: MTL INSURANCE COMPANY, an Illinois corporation

For purposes of securing the payment of Indebtedness and the performance of the terms, covenants, conditions and agreements contained in the Security Instrument and Note (as each are hereinafter defined) and any other document executed and delivered to secure the Indebtedness (collectively “Other Loan Documents”), the Debtor thereby GRANTED, SOLD, ASSIGNED AND CONVEYED unto Trustee, in Trust for the benefit of Secured Party, with power of sale, the real property more particularly described in Exhibit B attached to this UCC-1 Financing Statement (the “Land”);

TOGETHER WITH (collectively “Other Interests”):

A. All right, title and interest of the Debtor including any after-acquired title or reversion, in and to the beds of ways, roads, streets, avenues and alleys adjoining Land.

B. All and singular the tenements, hereditaments, easements, appurtenances, passages, waters, water rights, water courses, riparian rights (the “Water Rights”), other rights, liberties and privileges thereof or in any way now or hereafter appertaining, including any other claim at law or in equity as well as any after-acquired title, franchise or license and the reversion and reversions and remainder and remainders thereof.

C. All buildings and improvements of every kind and description now or hereafter located or placed upon Land (“Improvements”) and all materials intended for construction, reconstruction, alteration and repairs of Improvements all of which materials shall be deemed a part thereof immediately upon the delivery of same, and all fixtures and articles of personal property now or hereafter owned by the Debtor and attached to or contained in and used in connection with Land and Improvements, including but not limited to all cranes and craneways, furniture, furnishings, apparatus, machinery, motors, elevators, fittings, radiators, gas ranges, ice boxes, mechanical refrigerators, awnings, shades, screens, blinds, office equipment, carpeting and other furnishings, all plans and specifications with respect to the Improvements, all licenses, permits and approvals with respect to the Land and/or the Improvements and all plumbing, heating, lighting, cooking, laundry, ventilating, refrigerating, incinerating, air-conditioning and sprinkler equipment and fixtures and appurtenances thereto, and all renewals or replacements thereof or articles in substitution therefore, whether or not the same are or shall be attached to Improvements in any manner, excepting therefrom, however, any furniture, fixtures, equipment and articles of personal property, regardless of the manner or mode of attachment, belonging to any present or future tenant or lessee of Land and Improvements (any reference hereafter made to furniture, fixtures, equipment or personal property shall be deemed to exclude the same); IT

BEING MUTUALLY AGREED that all the aforesaid property owned by Debtor and placed by it on Land and Improvements shall, so far as permitted by law, be deemed to be fixtures and a part of the realty and security for the payment of Indebtedness and, as to any such property not deemed to be fixtures and a part of "Mortgaged Premises" (as defined in the Security Instrument), the Security Instrument shall be and is a security agreement for the purpose of establishing a security interest in said property, pursuant to the Uniform Commercial Code of the State of Utah, and additional security for the payment of Indebtedness and the performance of all other obligations of Debtor therein.

D. All rents, issues, proceeds and profits accruing and to accrue from Mortgaged Premises and all right, title and interest of Debtor in and to any and all leases approved by Secured Party now or hereafter on or affecting Mortgaged Premises, whether written or oral, and all other leases and agreements for the use thereof ("Leases"), together with all security therefore and all monies payable thereunder, subject, however, to the conditional permission of Secured Party given to Debtor to collect, receive, take, use and enjoy the rentals, issues, proceeds and profits to be paid pursuant thereto.

E. All:

(1) proceeds heretofore or hereafter paid to Debtor and all subsequent owners of Mortgaged Premises ("Proceeds") by reason of loss or damage by fire and such other hazards, casualties and contingencies ("Casualty") insured pursuant to "Insurance Policies" (as defined in the Security Instrument); and

(2) all awards and other compensation heretofore or hereafter to be made to Debtor and all subsequent owners of Mortgaged Premises ("Awards") for any taking by condemnation or eminent domain proceedings, either permanent or temporary ("Condemnation"), of all or any part of Mortgaged Premises or any easement or appurtenance thereof, including consequential damage and change in grade of streets;

which Proceeds or Awards are hereby assigned to Secured Party. Debtor hereby appoints Secured Party its attorney-in-fact, coupled with an interest, and authorizes, directs and empowers such attorney-in-fact, at its option, on behalf of Debtor, its personal representatives, successors and assigns, to adjust or compromise the claim for Proceeds or Awards and to collect and receive the proceeds thereof, to give proper receipts and acquittances therefore and, after deducting expenses of collection, to apply the net proceeds received therefrom as a credit upon any part, as may be selected by Secured Party, of Indebtedness, notwithstanding that the amount owing thereon may not then be due and payable or that the same is otherwise adequately secured.

**"Security Instrument"** shall mean that certain Deed of Trust, Security Agreement and Fixture Filing and/or other similar security instrument dated February 23, 2015, as it may be amended, modified, supplemented or replaced from time to time, executed by Debtor to Trustee for the benefit of Secured Party.

**“Note”** shall mean that certain Promissory Note by and between Debtor and Secured Party dated February 23, 2015, as it may be amended, modified, supplemented or replaced from time to time.

Capitalized terms used above and elsewhere herein without definition have the meanings given them in the Security Instrument or the Note, as applicable.

**EXHIBIT B TO UCC-1 FINANCING STATEMENT**

Debtor: 8TH AVENUE INVESTMENT, LLC, a California limited liability company (“8th Avenue”) and SDBW, LLC, a New York limited liability company (“SDBW”) (8th Avenue and SDBW, jointly and severally, the “Debtor”),

Trustee: FIRST AMERICAN TITLE INSURANCE AGENCY, LLC

Secured Party: MTL INSURANCE COMPANY, an Illinois corporation

**PARCEL 1:**

LOT 1, OF THAT CERTAIN PLAT ENTITLED “PLAT A, ALBERTSONS CENTER NO. 2”, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE UTAH COUNTY RECORDER’S OFFICE.

**PARCEL 1A:**

TOGETHER WITH RIGHTS APPURTENANT TO PARCEL 1 AS DESCRIBED IN THE FOLLOWING:

COMMON AREA MAINTENANCE AGREEMENT DATED NOVEMBER 16, 1993, BY AND BETWEEN CPI/AMERICAN FORK LIMITED PARTNERSHIP, AN IDAHO LIMITED PARTNERSHIP AND ALBERTSON’S INC., A DELAWARE CORPORATION RECORDED MAY 20, 1994 AS ENTRY NO. 42741 IN BOOK 3449 AT PAGE 384 OF OFFICIAL RECORDS.

FIRST AMENDMENT TO THE COMMON AREA MAINTENANCE AGREEMENT DATED OCTOBER 14, 1994 BY AND BETWEEN CPI/AMERICAN FORK LIMITED PARTNERSHIP, AN IDAHO LIMITED PARTNERSHIP AND ALBERTSON’S INC., A DELAWARE CORPORATION RECORDED OCTOBER 28, 1994 AS ENTRY NO. 83495 IN BOOK 3558 AT PAGE 477 OF OFFICIAL RECORDS.

SUPPLEMENT TO DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS AND COMMON AREA MAINTENANCE AGREEMENT BY CPI/AMERICAN FORK LIMITED PARTNERSHIP, AN IDAHO LIMITED PARTNERSHIP RECORDED JUNE 28, 2004 AS ENTRY NO. 74100:2004 OF OFFICIAL RECORDS.