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UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS



ENT 3971:2020 PG 1 of 7
JEFFERY SMITH
UTAH COUNTY RECORDER
2020 Jan 13 10:48 am FEE 40.00 BY LT
RECORDED FOR ESSEX FINANCIAL SERVICES L

A. NAME & PHONE OF CONTACT AT FILER (optional) Jake Morrison 720-361-4164
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Essex Financial Services LLC Attn: Loan Servicing 1401 17th Street, Suite 750 Denver, CO 80202

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER 13707 2015 - filed 02/23/2015	1b. <input checked="" type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS Filer: <u>attach</u> Amendment Addendum (Form UCC3Ad) <u>and</u> provide Debtor's name in item 13
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2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. PARTY INFORMATION CHANGE:
Check one of these two boxes: AND Check one of these three boxes to:
This Change affects Debtor or Secured Party of record CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ADD name: Complete item 7a or 7b, and item 7c DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME 8TH Avenue Investment, LLC	OR		
6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME	OR		
7b. INDIVIDUAL'S SURNAME	INDIVIDUAL'S FIRST PERSONAL NAME	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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8. COLLATERAL CHANGE: Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral
Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME MTL Insurance Company	OR		
9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA:
021020011 - American Fork Town Center

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form 13707 2015	
12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form	
OR	12a. ORGANIZATION'S NAME MTL Insurance Company
OR	12b. INDIVIDUAL'S SURNAME
	FIRST PERSONAL NAME
	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

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13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit			
OR	13a. ORGANIZATION'S NAME SDBW, LLC		
OR	13b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

<p>15. This FINANCING STATEMENT AMENDMENT:</p> <p><input type="checkbox"/> covers timber to be cut <input type="checkbox"/> covers as-extracted collateral <input type="checkbox"/> is filed as a fixture filing</p> <p>16. Name and address of a RECORD OWNER of real estate described in item 17 (if Debtor does not have a record interest):</p>	<p>17. Description of real estate:</p>
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18. MISCELLANEOUS:

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: 5px;"> David A. Ebby, Esquire Drinker Biddle & Reath LLP One Logan Square, Suite 2000 Philadelphia, PA 19103-6996 </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				
8TH AVENUE INVESTMENT, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS				
8950 W. Olympic Boulevard, Suite 372		Beverly Hills	CA 90211	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				
SDBW, LLC				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS				
8950 W. Olympic Boulevard, Suite 372		Beverly Hills	CA 90211	USA

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

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 <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:	
<input type="checkbox"/> Public-Finance Transaction	<input type="checkbox"/> Manufactured-Home Transaction
6b. Check <u>only</u> if applicable and check <u>only</u> one box:	
<input type="checkbox"/> A Debtor is a Transmitting Utility	<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"/> Bailor/Bailee <input type="checkbox"/> Licensee/Licensor	

8. OPTIONAL FILER REFERENCE DATA:
 Filing Office: Recorder of Deeds in and for Utah County, Utah

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^{ENT} 3971:2020 PG 4 of 7

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

~~ENT 3707:2015 PG 4 of 6~~

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.