

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

12590559
08/04/2017 03:16 PM \$48.00
Book - 10585 Pg - 4481-4488
JULIE DOLE
RECORDER, SALT LAKE COUNTY, UTAH
LANDMARK TITLE
BY: SRF, DEPUTY - WI 8 P.

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; width: fit-content;"> Cassin & Cassin LLP 711 Third Avenue, 20th Floor New York, New York 10017 Attention: Recording Department </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				
THE DISTRICT, L.C.				
OR				
1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
101 South 200 East, Suite 200		Salt Lake City	UT	84111
			COUNTRY	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				
UBS AG, by and through its branch office at 1285 Avenue of the Americas, New York, New York				
OR				
3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
1285 Avenue of the Americas		New York	NY	10019
			COUNTRY	USA

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

See Schedule A to UCC attached hereto and made a part hereof.

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

8. OPTIONAL FILER REFERENCE DATA:
File with the Recorder of Salt Lake County, Utah UBS/The District/1996-470

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	THE DISTRICT, L.C.		
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):

<p>13. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)</p> <p>15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):</p> <p>THE DISTRICT, L.C., a Utah limited liability company 101 South 200 East, Suite 200 Salt Lake City, Utah 84111</p>	<p>14. This FINANCING STATEMENT:</p> <p><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</p> <p>16. Description of real estate:</p> <p>The District 11400 Bangerter Hwy South Jordan, Utah 84095</p> <p>County: Salt Lake</p>
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17. MISCELLANEOUS: **File with the County Clerk of Salt Lake County, Utah**

SCHEDULE A

All of Debtor's right, title and interest in and to the following:

1. The real property described in Exhibit A attached hereto and made a part hereof (the "Land"); and
2. All additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Land and the development of the Land or for any other use and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of the Security Instrument (as hereinafter defined) regardless of ownership thereof (the "Additional Land"); and
3. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land or the Additional Land (collectively, the "Improvements"); and
4. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land, the Additional Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Land or the Additional Land and the Improvements and every part and parcel thereof, with the appurtenances thereto; and
5. All "equipment," as such term is defined in Article 9 of the Uniform Commercial Code (as hereinafter defined), now owned or hereafter acquired by Debtor, which is used at or in connection with the Improvements or the Land or the Additional Land or is located thereon or therein (including, but not limited to, all machinery, equipment, furnishings, and electronic data-processing and other office equipment now owned or hereafter acquired by Debtor and any and all additions, substitutions and replacements of any of the foregoing), together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto (collectively, the "Equipment"). Equipment shall not include any property belonging to tenants under leases except to the extent that Debtor shall have any right or interest therein; and
6. All Equipment now owned, or the ownership of which is hereafter acquired, by Debtor which is so related to the Land or the Additional Land and Improvements forming part of the Property that it is deemed fixtures or real property under the law of the particular state in which the Equipment is located, including, without limitation, all building or construction materials intended for construction, reconstruction, alteration or repair of or installation on the Property, construction equipment, appliances, machinery, plant

equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements or the Land or the Additional Land, including, but not limited to, engines, devices for the operation of pumps, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, plumbing, laundry, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Debtor's interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof (collectively, the "Fixtures"). Fixtures shall not include any property which tenants are entitled to remove pursuant to leases except to the extent that Debtor shall have any right or interest therein; and

7. All furniture, furnishings, objects of art, machinery, goods, tools, supplies, appliances, general intangibles, contract rights, accounts, accounts receivable, franchises, licenses, certificates and permits, and all other personal property of any kind or character whatsoever (as defined in and subject to the provisions of the Uniform Commercial Code as hereinafter defined), other than Fixtures, which are now or hereafter owned by Debtor and which are located within or about the Land and the Improvements, together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof (collectively, the "Personal Property"), and the right, title and interest of Debtor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "Uniform Commercial Code"), superior in lien to the lien of the Security Instrument and all proceeds and products of the above; and
8. All leases and other agreements affecting the use, enjoyment or occupancy of the Land and the Improvements heretofore or hereafter entered into, whether before or after the filing by or against Debtor of any petition for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to time (the "Bankruptcy Code") (collectively, the "Leases") and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, any lease guaranties, letters of credit, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, revenues, fees payable under the Leases (including, without limitation, any fees or other amounts payable in connection with termination or cancellation of any Lease with respect to all or a portion of the space demised thereunder), issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code (collectively, the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt; and

9. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property; and
10. All proceeds of and any unearned premiums on any insurance policies covering the Property, 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 Property; and
11. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction; and
12. The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Secured Party in the Property; and
13. All agreements, contracts, certificates, instruments, letters of credit, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or respecting any business or activity conducted on the Land and any part thereof and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Debtor thereunder; and
14. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property; and
15. All proceeds of any of the foregoing, including, without limitation, proceeds of insurance and condemnation awards, whether cash, liquidation or other claims or otherwise; and
16. Any and all other rights of Debtor in and to the items set forth in Sections (1) through (15) above.

All capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in that certain Deed of Trust and Security Agreement dated as of August 4, 2017, from Debtor, as mortgagor, for the benefit of **UBS AG**, by and through its branch office at 1285 Avenue of the Americas, New York, New York, as mortgagee (the "Security Instrument").

EXHIBIT A

Legal Description

PARCEL 1:

All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 17, 19, 20, 21, and 22, THE DISTRICT - A COMMERCIAL SUBDIVISION, according to the official plat thereof, filed in Book "2007P" of Plats, at Page 312 of the Official Records of the Salt Lake County Recorder.

AND

All of Lots 23, 24, 25, 26, 27, and 28, THE DISTRICT AMENDED - A COMMERCIAL SUBDIVISION AMENDING LOTS 13, 14 AND 18 OF THE DISTRICT - A COMMERCIAL SUBDIVISION, according to the official plat thereof, filed in Book "2017P" of Plats, at Page 197 of the Official Records of the Salt Lake County Recorder.

PARCEL 2: [INTENTIONALLY DELETED]

PARCEL 3: (EASEMENT ESTATE)

The nonexclusive easements which are appurtenant to or are intended to benefit PARCEL 1 described above, pursuant to that certain "Operation And Easement Agreement", dated January 24, 2005, and recorded January 27, 2005 as Entry No. 9283656, in Book 9087, at Page 8410 in the office of the Salt Lake County Recorder, as amended, supplemented or otherwise affected by that certain Supplemental Agreement dated as of January 24, 2005 and disclosed by that certain Memorandum Of Supplemental Agreement recorded January 27, 2005 as Entry No. 9283913, in Book 9087, at Page 9153 of the Official Records, and said Agreement being further amended, supplemented or otherwise affected by that certain First Amendment To Operation And Easement Agreement recorded July 19, 2006 as Entry No. 9787552, in Book 9324, at Page 3262 of the Official Records, and by that certain Supplemental Declaration recorded July 20, 2006 as Entry No. 9787815, in Book 9324, at Page 4248 of the Official Records, and by that certain Second Amendment To Operation And Easement Agreement recorded October 4, 2016 as Entry No. 12381580, in Book 10484, at Page 3172 of the Official Records. The easements herein referred pertain to and are situated within the following described property [Easement Tract (A) and Easement Tract (B)]:

Easement Tract (A)

A part of the Southwest Quarter of Section 20, Township 3 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in South Jordan, Salt Lake County, Utah:

Beginning at a point on the West line of 3600 West Street as widened to 35.50 foot half-width being 1560.39 feet North 0°00'42" East along the Quarter Section line, and 35.50 feet North 89°59'18" West from the South Quarter

corner of said Section 20, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence along the West line of 3600 West Street as widened the following four courses: South 0°00'42" West 667.32 feet; South 6°01'14" West 95.53 feet; South 0°00'42" West 111.16 feet; and South 7°13'04" East 60.99 feet; thence North 89°59'18" West 1218.41 feet; thence North 84°59'59" West 80.50 feet; thence North 89°59'18" West 617.64 feet to the East line of the Bangerter Highway; thence along said East line the following two courses: North 2°00'49" West 833.76 feet; and North 0°00'09" East 1091.29 feet; thence North 42°46'49" East 52.01 feet to the Southerly line of 11400 South Street as widened; thence along the Southerly line of 11400 South Street as widened the following fifteen courses: South 89°47'29" East 188.19 feet; North 83°05'06" East 40.32 feet; South 89°47'29" East 231.24 feet; South 72°04'25" East 91.12 feet to a point of curvature; Southeasterly along the arc of a 91.50 foot radius curve to the right a distance of 79.85 feet (central angle equals 49°59'57" and long chord bears South 47°04'27" East 77.34 feet); South 86°28'52" East 100.78 feet; Northeasterly along the arc of a 37.50 foot radius curve to the right a distance of 44.20 feet (central angle equals 67°31'34" and long chord bears North 64°54'09" East 41.68 feet) to a point of reverse curvature; Southeasterly along the arc of a 984.50 foot radius curve to the left a distance of 115.22 feet (central angle equals 6°42'19" and long chord bears South 84°41'14" East 115.15 feet) to a point of tangency; South 88°02'23" East 125.75 feet; Northeasterly along the arc of a 992.50 foot radius curve to the left a distance of 67.87 feet (central angle equals 3°55'06" and long chord bears North 82°43'17" East 67.86 feet) to a point of reverse curvature; Southeasterly along the arc of a 41.50 foot radius curve to the right a distance of 45.33 feet (central angle equals 62°34'46" and long chord bears South 67°56'53" East 43.11 feet); North 79°41'31" East 87.29 feet; Northeasterly along the arc of a 41.50 foot radius curve to the right a distance of 39.24 feet (central angle equals 54°10'17" and long chord bears North 34°38'03" East 37.79 feet) to a point of compound curvature; Northeasterly along the arc of a 371.27 foot radius curve to the right a distance of 109.46 feet (central angle equals 16°53'31" and long chord bears North 70°09'57" East 109.06 feet); and South 89°47'29" East 590.31 feet; thence South 44°53'24" East 33.88 feet to the West line of 3600 West Street as widened to 35.50 foot half-width; thence South 0°00'42" West 438.50 feet along said West line; thence North 89°50'00" West 217.51 feet; thence South 0°00'42" West 49.73 feet; thence North 89°59'18" West 76.00 feet; thence North 0°00'42" East 48.40 feet; thence North 89°59'18" West 442.16 feet; thence South 0°00'42" West 450.96 feet; thence South 89°59'18" East 136.50 feet; thence South 0°00'42" West 194.00 feet; thence South 89°59'18" East 272.54 feet; thence North 0°00'42" East 78.99 feet; thence South 89°59'18" East 16.12 feet; thence North 0°00'42" East 59.75 feet; thence South 89°59'18" East 76.00 feet; thence South 0°00'42" West 59.75 feet; thence South 89°59'18" East 234.51 feet to the point of beginning.

AND

Easement Tract (B)

A part of the Southwest Quarter of Section 20, Township 3 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in South Jordan, Salt Lake County, Utah: Beginning at a point on the West line of 3600 West Street as it is to be dedicated to 35.50 foot half-width being 1560.39 feet North 0°00'42" East along the Quarter Section line, and 35.50 feet North 89°59'18" West from the South Quarter corner of said Section 20; and running thence North 89°59'18" West 234.51 feet; thence North 0°00'42" East 59.75 feet; thence North 89°59'18" West 76.00 feet; thence South 0°00'42" West 59.75 feet; thence North 89°59'18" West 16.12 feet; thence South 0°00'42" West 78.99 feet; thence North 89°59'18" West 272.54 feet; thence North 0°00'42" East 194.00 feet; thence North 89°59'18" West 136.50 feet; thence North 0°00'42" East 450.97 feet; thence South 89°59'18" East 442.16 feet; thence South 0°00'42" West 48.40 feet; thence South 89°59'18" East 76.00 feet; thence North 0°00'42" East 49.73 feet; thence South 89°50'00" East 217.51 feet to the West line of said 3600 West Street as it is to be dedicated to 35.50 foot half-width; thence South 0°00'42" West 566.73 feet along said West line to the point of beginning.

[Shown for reference purposes only: Tax parcel numbers: 27-20-326-030 and 27-20-326-029 and 27-20-326-028 and 27-20-301-022 and 27-20-301-021 and 27-20-301-020 and 27-20-301-019 and 27-20-301-023 and 27-20-301-026 and 27-20-301-024 and 27-20-301-025 and 27-20-326-033 and 27-20-376-045 and 27-20-326-035 and 27-20-326-034 and 27-20-326-031 and 27-20-326-032 and 27-20-351-022 and 27-20-351-023 and 27-20-376-044]