

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

13810036
10/28/2021 8:53:00 AM \$40.00
Book - 11260 Pg - 6191-6196
RASHELLE HOBBS
Recorder, Salt Lake County, UT
FIDELITY NATIONAL TITLE AGENCY
BY: eCASH, DEPUTY - EF 6 P.

| |
|--|
| A. NAME & PHONE OF CONTACT AT FILER (optional) Celeste Gladych (949) 999-4106 |
| B. E-MAIL CONTACT AT FILER (optional) celeste.gladych@fmb.com |
| C. SEND ACKNOWLEDGMENT TO (Name and Address) FARMERS AND MERCHANTS BANK OF LONG BEACH 2411 East Coast Hwy, Suite 300 Corona del Mar, CA 92625 Attention: Celeste Gladych |

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 VILLAGE TOWNS 77, LLC | FIRST PERSONAL NAME | | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
| OR 1b INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
| 1c. MAILING ADDRESS 2900 Adams Street, Suite C-25 | CITY Riverside | STATE CA | POSTAL CODE 92504 | 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 | FIRST PERSONAL NAME | | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
| 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 FARMERS AND MERCHANTS BANK OF LONG BEACH | FIRST PERSONAL NAME | | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
| OR 3b INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
| 3c. MAILING ADDRESS 2411 East Coast Hwy, Suite 300 | CITY Corona del Mar | STATE CA | POSTAL CODE 92625 | COUNTRY USA |

4. COLLATERAL: This financing statement covers the following collateral

See Exhibits "A" and "B" attached hereto and made a part hereof.

26-13-347-001, -002, -003, -004, -005, -006, -007, -008, -009

| | |
|--|--|
| 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: <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 one</u> box: <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/Baitor <input type="checkbox"/> Licensee/Licensor | |
| 8. OPTIONAL FILER REFERENCE DATA: 100760-0380 [AM:jer] | |

UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/20/11)



Ent 13810036 BK 11260 PG 6191

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
VILLAGE TOWNS 77, LLC

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"
COLLATERAL DESCRIPTION

DEBTOR: VILLAGE TOWNS 77, LLC

SECURED PARTY: FARMERS AND MERCHANTS BANK OF LONG BEACH

COLLATERAL:

All right, title and interest which Debtor now has or may later acquire in the real property described in Exhibit "B", attached hereto and made a part hereof by this reference and all appurtenances, easements, covenants, rights of way, tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining thereto now or hereafter, and all of the estate, right, title, interest, claim, demand, reversion or remainder whatsoever of Debtor therein or thereto, at law or in equity, now or hereafter in possession or expectancy, including, without limitation, all mineral, oil, and gas rights and royalties and profits therefrom, all water and water rights and shares of stock pertaining to water and water rights, and all sewers, pipes, conduits, wires and other facilities furnishing utility or services to the real property (collectively, the "Land");

All right, title and interest which Debtor now has or may later acquire in and to all buildings, structures and improvements now or hereafter erected on the Land, including, without limitation, all plant equipment, apparatus, machinery and fixtures of every kind and nature whatsoever now or hereafter located on or forming part of said buildings, structures and improvements (collectively, the "Improvements"; the Land and Improvements being hereinafter sometimes collectively referred to as the "Premises");

All right, title and interest which Debtor now has or may later acquire in and to the land lying in the bed of any street, road, highway or avenue now or hereafter in front of or adjoining the Premises;

All right, title and interest which Debtor now has or may later acquire in any and all awards heretofore or hereafter made by any governmental authorities (federal, state, local or otherwise) to Debtor and all subsequent owners of the Premises which may be made with respect to the Premises as a result of the exercise of the right of eminent domain, the alteration of the grade of any street or any other injury to or decrease of value of the Premises, which said award or awards have been assigned to Secured Party;

All right, title and interest which Debtor now has or may later acquire in any and all claims under and proceeds of any insurance policies by reason of or related to a loss of any kind sustained to the Premises, now or hereafter, whether or not such policies name Secured Party as an insured and whether or not such policies are required by Secured Party, and whether or not such claims thereunder are characterized as personal claims;

DEBTOR: VILLAGE TOWNS 77, LLC
SECURED PARTY: FARMERS AND MERCHANTS BANK OF LONG BEACH

All right, title and interest which Debtor now has or may later acquire in any and all unearned premiums accrued, accruing or to accrue, and the proceeds of insurance now or hereafter in effect with respect to all or any portion of the Premises;

Any and all claims or demands which Debtor now has or may hereafter acquire against anyone with respect to any damage to all or any portion of the Premises;

All right, title and interest which Debtor now has or may later acquire in all goods, equipment, machinery, furniture, furnishings, trade fixtures, appliances, inventory, building materials, apparatus, utensils, vehicles, wiring, pipes, conduits, elevators, escalators, heating and air conditioning equipment, chattels and articles of personal property, including, without limitation, any interest therein now or at any time hereafter affixed to, attached to or used in any way in connection with or to be incorporated at any time into the Premises or placed on any part thereof wheresoever located, whether or not attached to or incorporated in the Premises, together with any and all accessions, accessories, attachments, and replacements thereof, appertaining and adapted to the complete and compatible use, enjoyment, occupancy, operation or improvement of the Premises;

All right, title and interest which Debtor now has or may later acquire in all instruments, investment property, deposit accounts, accounts, contract rights, general intangibles, letters of credit, letter of credit rights, health care insurance receivables and other intangible property and rights now or hereafter relating to the foregoing property, or the operation thereof or used in connection therewith, including, without limitation, all options, letters of intent, and rights of first refusal of any nature whatsoever, covering all or any portion of such property, together with any modifications thereof, and deposits or other payments made in connection therewith, existing and future development rights, permits and approvals, air rights, density bonus rights, and transferable development rights; all of Debtor's right, title, and interest in and to any awards, remunerations, settlements, or compensation heretofore made or hereafter made by any and all courts, boards, agencies, commissions, offices, or authorities, of any nature whatsoever for any governmental unit (federal, state, local or otherwise) to the present or any subsequent owner of the foregoing property, including those for any vacation of, or change of grade in, any streets affecting the foregoing property and any and all licenses and privileges obtained by Debtor from non-governmental sources;

All leases of the Premises, Personalty, Fixtures, or any part thereof, now or hereafter entered into by Debtor and all right, title and interest of Debtor thereunder, including, without limitation, cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder (whether such cash or securities are to be held until the expiration of the terms of such leases or applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms); all other rights and easements of Debtor now or hereafter existing pertaining to the use and enjoyment of the Premises; and all right, title and interest of Debtor in and to all declarations of covenants, conditions and restrictions as may affect or otherwise relate to the Premises;

DEBTOR: VILLAGE TOWNS 77, LLC

SECURED PARTY: FARMERS AND MERCHANTS BANK OF LONG BEACH

All right, title and interest which Debtor now has or may later acquire in all permits, plans, licenses, specifications, subdivision rights, security interests, contracts, contract rights, public utility deposits, prepaid sewer and water hook-up charges, or other rights as may affect or otherwise relate to the Property (as hereinafter defined) :

All right, title and interest which Debtor now has or may later acquire in all rents, income, issues and profits, including, without limitation, the accounts, revenues, and proceeds of any business operation conducted by or on behalf of Debtor on or through the use of the Premises, prepaid municipal and utility fees, bonds, revenues, income, and other benefits to which Debtor may now or hereafter be entitled to, or which are derived from, the Property or any portion thereof or interest therein.

The foregoing listing is intended only to be descriptive of the property encumbered hereby, and not exclusive or all inclusive. It is the intent of Debtor to encumber hereby all property located or to be located upon the above-described real property which Debtor now has or may later acquire. Said real property, buildings, improvements, appurtenances, Fixtures, Personalty, additions, accretions, and other property are herein referred to as the "Property." As used herein, the term "Fixtures" shall include all right, title and interest which Debtor now has or may later acquire in all articles of personal property hereinabove described, now or hereafter attached to, placed upon for a definite term, or otherwise used in connection with the Property, and shall include trade fixtures and goods which are or are to become fixtures. As used herein, the term "Personalty" shall include all right, title and interest which Debtor now has or may later acquire in all furniture, furnishings, equipment, machinery, goods, contract rights, general intangibles, money, deposit accounts, instruments, accounts, leases, chattel paper and other personal property described in the Deed of Trust (described below) (other than Fixtures) of any kind or character now existing or hereafter arising or acquired, now or hereafter located upon, within or about the Property, or which otherwise pertains to the use, ownership, management, operation, construction, leasing and sale of the Property, and all products and proceeds thereof, and all of Debtor's right, title, and interest in and to all such property.

Nothing herein contained shall be construed as creating a mortgage of real property, it being understood and agreed that only that portion of the foregoing description of collateral which constitutes personal property is intended to be included herein and that Secured Party has taken a separate deed of trust encumbering all of Debtor's interest in real property to which the foregoing description refers.

Capitalized terms used above without definition have the meanings given them in the Construction Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (the "Deed of Trust"), dated as of September 16, 2021, by Debtor, as trustor, for the benefit of Secured Party, as beneficiary, encumbering certain property as therein described.

DEBTOR: VILLAGE TOWNS 77, LLC

SECURED PARTY: FARMERS AND MERCHANTS BANK OF LONG BEACH

EXHIBIT "B"

LEGAL DESCRIPTION

Lots 157, 158, 159, 160, 161, 162, 163, 164 and 165, Daybreak North Station Multi Family #1 Amending Lots M-101, M102, M103 & M104 of the Kennecott Daybreak Village 10 North Plat 2 Subdivision and a Portion of Lot T3 of the Kennecott Daybreak Master Subdivision #1 Amended, according to the official plat thereof, filed in Book "2021P" of Plats, at Page 197 of the Official Records of the Salt Lake County Recorder.