

**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;"> <p><b>Mauricio Cuellar, Esquire</b>  <b>Reed Smith LLP</b>  <b>Three Logan Square</b>  <b>1717 Arch Street, Suite 3100</b>  <b>Philadelphia, PA 19103</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>RL QOZB LLC, a Delaware limited liability company</b>					
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX		
1c. MAILING ADDRESS <b>625 South State Street, Suite D</b>		CITY <b>Salt Lake City</b>	STATE <b>UT</b>	POSTAL CODE <b>84111</b>	COUNTRY <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>SF V Bridge III, LP, a Delaware limited partnership</b>					
OR 2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX		
2c. MAILING ADDRESS <b>767 Fifth Avenue, 12th Floor</b>		CITY <b>New York</b>	STATE <b>NY</b>	POSTAL CODE <b>10153</b>	COUNTRY <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					
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX		
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

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

**ALL CURRENT AND FUTURE ASSETS OF THE DEBTOR AND ALL PROCEEDS THEREOF, INCLUDING ALL COLLATERAL DESCRIBED ON EXHIBIT A AND EXHIBIT B. CAPITALIZED TERMS DEFINED IN THE FOREGOING EXHIBITS AND SCHEDULES SHALL HAVE THE SAME MEANING GIVEN TO THEM IN THAT CERTAIN DEED OF TRUST WITH ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, AND FIXTURE FILING DATED ON OR ABOUT DECEMBER 18, 2019 BETWEEN, INTER ALIA, DEBTOR AND SECURED PARTY.**

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/Licenser

8. OPTIONAL FILER REFERENCE DATA:  
**Filed with UT - SALT LAKE COUNTY**

# 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  
**RL QOZB LLC, a Delaware limited liability company**

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 Attached Exhibit B.**

17. MISCELLANEOUS:

## EXHIBIT A

### COLLATERAL

To secure to Secured Party, the repayment of the Indebtedness, and all renewals, extensions and modifications thereof, and the performance of the covenants and agreements of Debtor contained in the Loan Documents, Debtor hereby pledges, assigns, and grants to Secured Party a continuing security interest in the Deed of Trust Property. This Security Instrument constitutes a security agreement and a financing statement under the UCC. This Security Instrument also constitutes a financing statement pursuant to the terms of the UCC with respect to any part of the Deed of Trust Property that is or may become a Fixture under applicable law, and will be recorded as a "fixture filing" in accordance with the UCC.

**"Deed of Trust Property"** means all of Debtor's present and hereafter acquired right, title and interest, if any, in and to all of the following:

- (a) the real property described in Exhibit B attached hereto (the "Land");
- (b) the buildings, structures, improvements, and alterations now constructed or at any time in the future constructed or placed upon the Land, including any future replacements, facilities, and additions and other construction on the Land (the "Improvements");
- (c) all of Debtor's present and hereafter acquired right, title and interest in all Goods, accounts, choses of action, chattel paper, documents, general intangibles (including Software), payment intangibles, instruments, investment property, letter of credit rights, supporting obligations, computer information, source codes, object codes, records and data, all telephone numbers or listings, claims (including claims for indemnity or breach of warranty), deposit accounts and other property or assets of any kind or nature related to the Land or the Improvements now or in the future, including operating agreements, surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Land or the Improvements, and all other intangible property and rights relating to the operation of, or used in connection with, the Land or the Improvements, including all governmental permits relating to any activities on the Land, expressly excluding any property of tenants or any manager of the Deed of Trust Property (the "Personalty");
- (d) current and future rights, including subsurface rights, 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 benefitting the Land or the Improvements, or both, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated;
- (e) insurance policies relating to the Deed of Trust Property (and any unearned premiums) and all proceeds paid or to be paid by any insurer of the Land, the Improvements, the Personalty, or any other part of the Deed of Trust Property, whether or not Debtor obtained the insurance pursuant to Secured Party's requirements;

(f) all awards, payments and other compensation made or to be made by any municipal, state or federal authority with respect to Debtor's property, including any awards or settlements resulting from (1) Condemnation Actions, (2) any damage to the Deed of Trust Property caused by governmental action that does not result in a Condemnation Action, (3) the total or partial taking of the Land, the Improvements, the Personalty, or any other part of the Deed of Trust Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof, or (4) any other claim of Debtor;

(g) contracts, options and other agreements for the sale of the Land, the Improvements, the Personalty, or any other part of the Deed of Trust Property entered into by Debtor now or in the future, including cash or securities deposited to secure performance by parties of their obligations, to the extent assignable by Debtor;

(h) all minerals, oil, gas, shale, crops, timber, trees, shrubs, flowers and landscaping features and rights (including, without limitation, extracting rights) now or hereafter located on, under or above Land;

(i) Leases and Lease guaranties, letters of credit and any other supporting obligation for any of the Leases given in connection with any of the Leases, and all Rents;

(j) earnings, royalties, accounts receivable, issues and profits from the Land (including without limitation, any oil, gas and/or mineral royalties, rents or bonuses), the Improvements or any other part of the Deed of Trust Property, and all undisbursed proceeds of the Mortgage Loan and, if Debtor is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;

(k) Imposition Deposits;

(l) refunds or rebates of Impositions by any municipal, state or federal authority or insurance company (other than refunds applicable to periods before the real property tax year in which this Security Instrument is dated);

(m) tenant security deposits;

(n) names under or by which any of the above Deed of Trust Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Deed of Trust Property;

(o) products, and all cash and non-cash proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds; and

(p) all of Debtor's right, title and interest in the oil, gas, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and estates in, under and on the Deed of Trust Property and other oil, gas and mineral interests with which any of the foregoing interests or estates are pooled or unitized.

(q) all of Debtor's present and hereafter acquired right, title and interest in all goods which are used now or in the future in connection with the ownership, management, or operation of the Land or the Improvements or are located on the Land or in the Improvements, including inventory; furniture; furnishings; machinery, equipment, engines, boilers, incinerators, and 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; exercise equipment; supplies; tools; books and records (whether in written or electronic form); websites, URLs, blogs, and social network pages; computer equipment (hardware and software); and other tangible personal property which is used now or in the future in connection with the ownership, management, or operation of the Land or the Improvements or are located on the Land or in the Improvements, expressly excluding any property belonging to tenants or a manager of the Deed of Trust Property ("Goods").

(r) all Goods that are so attached or affixed to the Land or the Improvements as to constitute a fixture under the laws of the Property Jurisdiction ("Fixtures").

**EXHIBIT B**

**LEGAL DESCRIPTION OF REAL PROPERTY**

PARCEL 1:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 4, BLOCK 23, PLAT "A", SALT LAKE CITY SURVEY AND RUNNING THENCE NORTH 00°01'07" WEST, A DISTANCE OF 214.959 FEET ALONG THE WEST LINE OF BLOCK 23; THENCE NORTH 89°57'31" EAST, A DISTANCE OF 115.537 FEET; THENCE NORTH 00°01'07" WEST, A DISTANCE OF 115.040 FEET TO THE NORTH LINE OF BLOCK 23; THENCE NORTH 89°57'31" EAST, A DISTANCE OF 400.416 FEET ALONG THE NORTH LINE OF BLOCK 23; THENCE SOUTH 00°01'08" EAST, A DISTANCE OF 113.789 FEET; THENCE SOUTH 66°56'14" WEST, A DISTANCE OF 21.743 FEET; THENCE SOUTH 00°01'13" EAST 82.529 FEET; THENCE NORTH 89°57'31" WEST 1.005 FEET; THENCE SOUTH 00°01'13" EAST 82.529 FEET; THENCE NORTH 89°57'31" EAST 165.059 FEET; THENCE SOUTH 00°01'07" EAST 140.241 FEET ALONG THE EAST LINE OF BLOCK 23; THENCE SOUTH 89°57'31" WEST, A DISTANCE OF 165.054 FEET; THENCE SOUTH 00°01'08" EAST, A DISTANCE OF 41.264 FEET; THENCE SOUTH 89°57'31" WEST, A DISTANCE OF 165.035 FEET TO THE WEST LINE OF LOT 8, BLOCK 23; THENCE NORTH 00°01'09" WEST, A DISTANCE OF 99.036 FEET TO THE NORTHWEST CORNER OF LOT 8; THENCE SOUTH 89°57'31" WEST, A DISTANCE OF 329.913 FEET ALONG THE SOUTH LINE OF LOT 4 TO THE POINT OF BEGINNING.

PARCEL 2:

BEGINNING AT A POINT WHICH IS NORTH 00°01'07" WEST 1.501 FEET FROM THE NORTHEAST CORNER OF LOT 7, BLOCK 23, PLAT "A", SALT LAKE CITY SURVEY, RUNNING THENCE SOUTH 89°57'31" WEST 132.048 FEET; THENCE NORTH 00°01'08" WEST 64.465 FEET; THENCE NORTH 89°57'31" EAST 132.045 FEET TO THE EAST LINE OF BLOCK 23; THENCE ALONG SAID LINE SOUTH 00°01'07" EAST 64.465 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

A NON EXCLUSIVE RIGHT OF WAY AS DISCLOSED BY QUIT CLAIM DEED RECORDED JUNE 27, 2008 AS ENTRY NO. 8707718 IN BOOK 8827 AT PAGE 4285 OF THE OFFICIAL RECORDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 132 FEET WEST FROM THE NORTHEAST CORNER OF LOT 6, BLOCK 23, PLAT "A", SALT LAKE CITY SURVEY, AND RUNNING THENCE SOUTH 165 FEET; THENCE WEST 32 FEET; THENCE NORTH 42.75 FEET; THENCE IN A NORTHEASTERLY DIRECTION 21.75 FEET TO A POINT 144 FEET WEST AND 113.75 FEET SOUTH OF THE NORTHEAST CORNER OF SAID BLOCK 23; THENCE NORTH 113.75 FEET OF THE NORTH LINE OF SAID BLOCK 23; THENCE EAST 12 FEET TO THE POINT OF BEGINNING.

Said Property is also known by the street address of:

161 West 600 South, Salt Lake City, UT 84101