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 RASHELLE HOBBS
 Recorder, Salt Lake County, UT
 COTTONWOOD TITLE
 BY: eCASH, DEPUTY - EF 8 P.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Joshua Mogin (424) 239-2514
B. E-MAIL CONTACT AT FILER (optional) jmogin@raineslaw.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div style="border: 1px solid black; padding: 5px; width: fit-content;"> Joshua Mogin Raines Feldman LLP 1800 Avenue of the Stars, 12th Floor Los Angeles, California 90067 CT-150034-mch </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 CITYVIEW MULTIFAMILY GPRV PARTNERS 35, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
c/o GPR Ventures, 2323 S. Bascom Avenue, Suite 100	Campbell	CA	95008	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 KEystone REAL ESTATE INCOME TRUST, LLC				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
60 E. South Temple, Suite 2100	Salt Lake City	UT	84111	USA

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

See Schedule I attached.

TIN 10-05-407-002
 10-05-407-020

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:
 Salt Lake 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 CITYVIEW MULTIFAMILY GPRV PARTNERS 35, 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		SUFFIX
ADDITIONAL NAME(S)/INITIAL(S)		COUNTRY		
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 A of Schedule 1, attached.

17. MISCELLANEOUS:

Salt Lake County, Utah

FINANCING STATEMENT **SCHEDULE I**

This financing statement covers the following types (or items) of property (the “*Collateral Property*”):

- 1) **Land**. All of Debtor’s right, title and interest in and to the Land.
- 2) **Additional Land**. All of Debtor’s right, title and interest in and to the Additional Land.
- 3) **Improvements**. All of Debtor’s right, title and interest in and to the Improvements.
- 4) **Easements**. All easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, oil, gas and mineral rights, air rights and development rights, zoning rights, tax credits or benefits and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances of any nature whatsoever in any way now or hereafter belonging, relating or pertaining to the Real Property or any part thereof 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 or any part thereof to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy, property, possession, claim and demand whatsoever, both in law and in equity, of Debtor in, of and to the Real Property and every part and parcel thereof, with the appurtenances thereto.
- 5) **Equipment**. All right, title and interest in and to the Equipment and the right, title and interest of Debtor in and to any of the Equipment which may be subject to any Security Agreements (as defined in the Uniform Commercial Code) superior, inferior or pari passu in lien to the lien of this Security Instrument. In connection with Equipment which is leased to Debtor or which is subject to a lien or security interest which is superior to the lien of this Security Instrument, this Security Instrument shall also cover all right, title and interest of each Debtor in and to all deposits and the benefit of all payments now or hereafter made with respect to such Equipment.
- 6) **Awards**. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Real Property or any part thereof, 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 said right), or for a change of grade or for any other injury to or decrease in the value of the Real Property.
- 7) **Leases**. All leases and subleases (including, without limitation, all guarantees thereof) and other agreements affecting the use, enjoyment and/or occupancy of the Real Property or any part thereof, now or hereafter entered into (including any use or occupancy arrangements created pursuant to Bankruptcy Code or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings or any assignment for the benefit of creditors in respect of any tenant or occupant of any portion of the Real Property) and all income, rents, issues, profits, revenues and proceeds including, but not limited to, all oil and gas or other mineral royalties and bonuses from the Real Property (including any payments received pursuant to Section 502(b) of the Bankruptcy Code or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings or any assignment for the benefit of creditors in respect of any tenant or occupant of any portion of the Real Property and all claims as a creditor in connection with any of the foregoing) and all proceeds from the sale, cancellation, surrender or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Indebtedness.

8) **Insurance Proceeds.** All proceeds of and any unearned premiums on any insurance policies covering the Real Property or any part thereof 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 Real Property or any part thereof.

9) **Tax Awards.** All tax refunds, including interest thereon, tax credits and tax abatements and the right to receive or benefit from the same, which may be payable or available with respect to the Real Property.

10) **Right to Appear.** The right, in the name of and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Real Property or any part thereof and to commence any action or proceeding to protect the interest of Secured Party in the Real Property or any part thereof and all awards and/or judgments received by Debtor from any source whatsoever.

11) **Accounts.** All cash on hand, bank accounts, accounts receivable, security deposits, utility or other deposits, intangibles, contract rights, interests, estates or other claims, both in law and in equity, which Debtor now has or may hereafter acquire in the Real Property or any part thereof.

12) **Indemnification.** All rights which Debtor now has or may hereafter acquire to be indemnified and/or held harmless from any liability, loss, damage, cost or expense (including, without limitation, attorneys' fees and disbursements) relating to the Real Property or any part thereof.

13) **Plans.** All plans and specifications, maps, surveys, studies, reports, contracts, subcontracts, service contracts, management contracts, franchise agreements and other agreements, franchises, trade names, trademarks, symbols, service marks, approvals, consents, permits, special permits, licenses and rights, whether governmental or otherwise, respecting the use, occupation, development, construction and/or operation of the Real Property or any part thereof or the activities conducted thereon or therein, or otherwise pertaining to the Real Property or any part thereof.

14) **Proceeds.** All proceeds, products, offspring, rents and profits from any of the foregoing, including, without limitation, those from sale, exchange, transfer, collection, loss, damage, disposition, substitution or replacement of any of the foregoing.

Capitalized terms not defined herein are as defined in the Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing executed by Debtor in favor of Secured Party.

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

Beginning on the South line of Fuller Drive and the East right of way line of U.S. Highway 40, said point being North 00°00'27" East 322.0 feet and East 0.10 feet from the Southwest corner of Block 20, Plat "F", SALT LAKE CITY SURVEY; and running thence North 89°57'45" East along said South line of Fuller Drive 177.41 feet; thence South 0°01'45" West 131.65 feet; thence South 84°51'45" West 58.52 feet; thence South 75°00' West 77.71 feet to the East right of way line of said U.S. Highway 40, said point being on a curve to the right, the radius point of which is North 60°01'53" East 329.78 feet; thence Northwesterly along said Easterly right of way line and arc of said curve 164.62 feet to the point of beginning.

TOGETHER WITH the South one half of the following described property as disclosed by that certain Ordinance recorded August 11, 2010 as Entry No. 11008238 in Book 9848 at Page 2752, being described as follows:

Beginning at the Northwest corner of Lot 3, Block 20, Plat "F", SALT LAKE CITY SURVEY, and running thence North 33.0 feet; thence East 125.0 feet; thence South 41.0 feet; thence West 125.0 feet; thence North 8.0 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM that portion of the subject property as disclosed by that certain Special Warranty Deed recorded October 30, 2000 as Entry No. 7749414 in Book 8397 at Page 6200, being described as follows:

Beginning at a point on the East right of way line of U.S. Highway 40, said point being South 1°33'31" East 415.90 feet from the Northwest corner of Lot 5, Block 20, Plat "F", SALT LAKE CITY SURVEY; and running thence North 69°35'22" East 1.12 feet; thence Southeasterly along the arc of a 348.92 foot radius curve through a central angle of 12°33'50" 76.51 feet with a chord bearing South 26°50'01" East 76.36 feet; thence South 32°09'04" East 49.95 feet; thence Southeasterly along the arc of a 313.22 foot radius curve through a central angle of 18°53'18" 103.26 feet with a chord bearing South 43°01'50" East 102.79 feet; thence South 14°43'55" West 1.22 feet to a point on the East right of way line of said U.S. Highway 40; thence Northwesterly along the arc of a 329.78 foot radius curve through a central angle of 40°30'30" 233.16 feet along said East right of way line with a chord bearing North 35°17'55" West 228.33 feet to the point of beginning.

ALSO LESS AND EXCEPTING THEREFROM that portion of the subject property as disclosed by that certain Special Warranty Deed recorded July 6, 2001 as Entry No. 7941537 in Book 8476 at Page 6018, being described as follows:

Beginning at a point on the East right of way line of U.S. Highway 40, said point being 280.09 feet North 00°00'30" West from the Southwest corner of Block 20, Plat "F", SALT LAKE CITY SURVEY, along the West line of said Block 20 and 3.90 feet North 89°59'30" East, said point also being 351.69 feet North 11°19'10" East from the Salt Lake City Street Monument at 1000 East Street and 500 South Street; and running thence Southeasterly along the arc of a 309.58 foot radius curve through a central angle of 02°52'39" 15.55 feet with a chord bearing South 15°07'50" East 15.55 feet; thence Southeasterly along the arc of a 328.28 foot radius curve through a central angle of 03°49'56" 21.96 feet with a chord bearing South 13°21'44" East 21.95 feet; thence Southeasterly along the arc of a 311.58 foot radius curve through a central angle 03°12'35" 17.45 feet with a chord bearing South 22°12'28" East 17.45 feet; thence Southeasterly along the arc of a 347.45 foot radius curve through a

central angle of 09°16'17" 56.22 feet with a chord bearing South 27°55'35" East 56.16 feet; thence South 32°33'40" East 31.96 feet; thence Southeasterly along the arc of a 371.55 foot radius curve through a central angle of 12°59'54" 84.29 feet with a chord bearing South 38°05'19" East 84.11 feet; thence Southeasterly along the arc of a 307.94 foot radius curve through a central angle of 06°41'40" 35.98 feet with a chord bearing South 48°27'03" East 35.96 feet; thence Southeasterly along the arc of a 328.28 foot radius curve through a central angle of 06°27'54" 37.04 feet with a chord bearing South 58°20'30" East 37.02 feet; thence Southeasterly along the arc of a 305.94 foot radius curve through a central angle of 06°34'08" 35.08 feet with a chord bearing South 61°59'15" East 35.06 feet to a point on the East right of way line of said U.S. Highway 40; thence Northwesterly along the arc of a 329.78 foot radius curve through a central angle of 58°55'25" 339.15 feet along said East right of way line with a chord bearing North 38°10'22" West 324.40 feet to the point of beginning.

ALSO LESS AND EXCEPTING such portions of the above previously deeded to UTA and described as follows:

Beginning at a point on the East right of way line of U.S. Highway 40, said point being South 1°33'31" East 415.90 feet from the Northwest corner of Lot 5, Block 20, Plat "F", SALT LAKE CITY SURVEY; and running thence North 69°35'22" East 1.12 feet; thence Southeasterly along the arc of a 348.92 foot radius curve through a central angle of 12°33'50" 76.51 feet with a chord bearing South 26°50'01" East 76.36 feet; thence South 32°09'04" East 49.95 feet; thence Southeasterly along the arc of a 313.22 foot radius curve through a central angle of 18°53'18" 103.26 feet with a chord bearing South 43°01'50" East 102.79 feet; thence South 14°43'55" West 1.22 feet to a point on the East right of way line of said U.S. Highway 40; thence Northwesterly along the arc of a 329.78 foot radius curve through a central angle of 40°30'30" 233.16 feet along said East right of way line with a chord bearing North 35°17'55" West 228.33 feet to the point of beginning.

PARCEL 1A:

A Parking Lot Easement as disclosed by that certain Warranty Deed recorded January 13, 1972 as Entry No. 2431789 in Book 3033 at Page 418, on the following described property with a right of ingress and egress thereto:

Beginning at a point South 00°00'07" West 8.00 feet from the Northeast corner of Lot 3, Block 20, Plat "F",

SALT LAKE CITY SURVEY; and running thence South 00°00'07" West 20.45 feet; thence North 89°51' West 136.05 feet; thence North 0°02' West 20.00 feet; thence North 89°57'45" East 136.06 feet to the point of beginning.

PARCEL 2:

Beginning at a point 8.0 feet South and 0.10 feet East from the Northwest corner of Lot 3, Block 20, Plat "F", SALT LAKE CITY SURVEY; and running thence East 329.9 feet to a point on the East line of said Lot 3, which said point is 8.0 feet South of the Northeast corner of said Lot; thence South 322.0 feet to the Southeast corner of Lot 2, in aforesaid Block 20, Plat "F", thence on the arc of a curve to the right having a radius of 329.78 feet, a distance of 510.24 feet to the point of beginning.

EXCEPTING THEREFROM that portion of said tract of land shown as Parcel 1 above:

Beginning on the South line of Fuller Drive and the East right of way line of U.S. Highway 40, said point being North 00°00'27" East 322.0 feet and East 0.10 feet from the Southwest corner of Block

20, Plat "F", SALT LAKE CITY SURVEY; and running thence North 89°57'45" East along said South line of Fuller Drive 177.41 feet; thence South 0°01'45" West 131.65 feet; thence South 84°51'45" West 58.52 feet; thence South 75°00' West 77.71 feet to the East right of way line of said U.S. Highway 40, said point being on a curve to the right, the radius point of which is North 60°01'53" East 329.78 feet; thence Northwesterly along said Easterly right of way line and arc of said curve 164.62 feet to the point of beginning.

ALSO LESS AND EXCEPTING THEREFROM that portion of the subject property as disclosed by that certain Special Warranty Deed recorded October 30, 2000 as Entry No. 7749414 in Book 8397 at Page 6200, being described as follows:

Beginning at a point on the East right of way line of U.S. Highway 40, said point being South 1°33'31" East 415.90 feet from the Northwest corner of Lot 5, Block 20, Plat "F", SALT LAKE CITY SURVEY; and running thence North 69°35'22" East 1.12 feet; thence Southeasterly along the arc of a 348.92 foot radius curve through a central angle of 12°33'50" 76.51 feet with a chord bearing South 26°50'01" East 76.36 feet; thence South 32°09'04" East 49.95 feet; thence Southeasterly along the arc of a 313.22 foot radius curve through a central angle of 18°53'18" 103.26 feet with a chord bearing South 43°01'50" East 102.79 feet; thence South 14°43'55" West 1.22 feet to a point on the East right of way line of said U.S. Highway 40; thence Northwesterly along the arc of a 329.78 foot radius curve through a central angle of 40°30'30" 233.16 feet along said East right of way line with a chord bearing North 35°17'55" West 228.33 feet to the point of beginning.

ALSO LESS AND EXCEPTING THEREFROM that portion of the subject property as disclosed by that certain Special Warranty Deed recorded July 6, 2001 as Entry No. 7941537 in Book 8476 at Page 6018, being described as follows:

Beginning at a point on the East right of way line of U.S. Highway 40, said point being 280.09 feet North 00°00'30" West from the Southwest corner of Block 20, Plat "F", SALT LAKE CITY SURVEY, along the West line of said Block 20 and 3.90 feet North 89°59'30" East, said point also being 351.69 feet North 11°19'10" East from the Salt Lake City Street Monument at 1000 East Street and 500 South Street; and running thence Southeasterly along the arc of a 309.58 foot radius curve through a central angle of 02°52'39" 15.55 feet with a chord bearing South 15°07'50" East 15.55 feet; thence Southeasterly along the arc of a 328.28 foot radius curve through a central angle of 03°49'56" 21.96 feet with a chord bearing South 13°21'44" East 21.95 feet; thence Southeasterly along the arc of a 311.58 foot radius curve through a central angle of 03°12'35" 17.45 feet with a chord bearing South 22°12'28" East 17.45 feet; thence Southeasterly along the arc of a 347.45 foot radius curve through a central angle of 09°16'17" 56.22 feet with a chord bearing South 27°55'35" East 56.16 feet; thence South 32°33'40" East 31.96 feet; thence Southeasterly along the arc of a 371.55 foot radius curve through a central angle of 12°59'54" 84.29 feet with a chord bearing South 38°05'19" East 84.11 feet; thence Southeasterly along the arc of a 307.94 foot radius curve through a central angle of 06°41'40" 35.98 feet with a chord bearing South 48°27'03" East 35.96 feet; thence Southeasterly along the arc of a 328.28 foot radius curve through a central angle of 06°27'54" 37.04 feet with a chord bearing South 58°20'30" East 37.02 feet; thence Southeasterly along the arc of a 305.94 foot radius curve through a central angle of 06°34'08" 35.08 feet with a chord bearing South 61°59'15" East 35.06 feet to a point on the East right of way line of said U.S. Highway 40; thence Northwesterly along the arc of a 329.78 foot radius curve through a central angle of 58°55'25" 339.15 feet along said East right of way line with a chord bearing North 38°10'22" West 324.40 feet to the point of beginning.

ALSO LESS AND EXCEPTING such portions of the above previously deeded to UTA and described as follows;

Beginning at a point on the East right of way line of U.S. Highway 40, said point being South 1°33'31" East 415.90 feet from the Northwest corner of Lot 5, Block 20, Plat "F", SALT LAKE CITY SURVEY; and running thence North 69°35'22" East 1.12 feet; thence Southeasterly along the arc of a 348.92 foot radius curve through a central angle of 12°33'50" 76.51 feet with a chord bearing South 26°50'01" East 76.36 feet; thence South 32°09'04" East 49.95 feet; thence Southeasterly along the arc of a 313.22 foot radius curve through a central angle of 18°53'18" 103.26 feet with a chord bearing South 43°01'50" East 102.79 feet; thence South 14°43'55" West 1.22 feet to a point on the East right of way line of said U.S. Highway 40; thence Northwesterly along the arc of a 329.78 foot radius curve through a central angle of 40°30'30" 233.16 feet along said East right of way line with a chord bearing North 35°17'55" West 228.33 feet to the point of beginning.