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FINST- FINANCE STATEMENT

Rashelle Hobbs, Recorder, Salt Lake County, Utah

Return To: FIRST AMERICAN TITLE INSURANCE COMPANY - NCS SA

215 S STATE ST STE 380 SALT LAKE CITY, UT 841112371

## 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>King &amp; Spalding LLP 1185 Avenue of the Americas New York, New York 10036 Attention: Elizabeth A. Gable, Esq.</div>

**FIRST AMERICAN TITLE CO.  
ACCOMMODATION RECORDING ONLY**

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>XR QUADRANT I, LLC</b>				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS <b>1245 Brickyard Road, Suite 70</b>		CITY <b>Salt Lake City</b>	STATE <b>UT</b>	POSTAL CODE <b>84106</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				
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 <b>AIG ASSET MANAGEMENT (U.S.), LLC, as administrative agent</b>				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS <b>777 S. Figueroa Street, 16th Floor</b>		CITY <b>Los Angeles</b>	STATE <b>CA</b>	POSTAL CODE <b>90017</b>
			COUNTRY <b>USA</b>	

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

All assets of the Debtor, whether now owned or hereafter acquired, as more particularly set forth and described in that certain Deed of Trust, Security Agreement, Fixture Filing, Financing Statement and Assignment of Leases and Rents, dated as of February 10, 2022, granted by Debtor in favor of Secured Party, and further described on Schedule 1 attached hereto and made a part hereof.

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/Licensor

8. OPTIONAL FILER REFERENCE DATA:

Filed with Clerk's Office of Salt Lake County, Utah (CM 28417/078031)

## 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

**XR QUADRANT I, 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 A attached hereto.

17. MISCELLANEOUS:

## Schedule 1

### UCC Collateral

DEBTOR: XR QUADRANT I, LLC

SECURED PARTY: AIG ASSET MANAGEMENT (U.S.), LLC, in its capacity as administrative Secured Party

All of Debtor's right, title, and interest in and to the Property, the Chattels and the Intangible Personalty, collectively, the "Collateral".

"Account Collateral" means, collectively, (i) all funds, money or cash from time to time on deposit in the Accounts, (ii) all of Borrower's right, title and interest in and to the Accounts and such funds, (iii) all proceeds and all rights to payment from the Accounts and such funds and all interest accruing thereon, (iv) any dividends, certificates, instruments and securities or other "investment property" (as defined in the UCC), if any, representing such funds, (v) all claims, demands, general intangibles, choses in action and other rights or interests of Borrower in respect of the Accounts and such funds, (vi) any increases, renewals, extensions, substitutions and replacements thereof, (vii) any funds held by Borrower or any Property Manager or other agent of Borrower that are required to be deposited into the Deposit Account pursuant to the terms of the Loan Agreement or pursuant to the terms of any other Loan Document, and (viii) all proceeds of the foregoing.

"Accounts" has the meaning set forth in the Loan Agreement.

"Chattels" means, collectively, whether now owned or hereafter acquired, all goods (including all "Goods" as defined in the UCC), fixtures (including all "Fixtures" as defined in the UCC), inventory (including all "Inventory" as defined in the UCC), equipment (including all "Equipment" as defined in the UCC), building and other materials, supplies, and other tangible personal property of every nature, and (ii) all automobiles, boats, watercraft or similar items, whether covered by a certificate of title or similar document or not (but excluding (i) all chattels, trade fixtures and personal property of Tenants under Leases that are not and do not become the property of Borrower under such Leases and (ii) all personal property leased or licensed by Borrower pursuant to equipment leases, license agreements or other agreements with third parties), used, intended for use, or reasonably required in the construction, development, operation or maintenance of the Property, together with all accessions thereto, replacements and substitutions therefor, and proceeds thereof.

"Contracts" means, collectively, all contracts and agreements (including all amendments, modifications, supplements, side letters and guaranties with respect thereto) entered into by or on behalf of Borrower in connection with the use, maintenance, furnishing, equipping, ownership, operation or management of the Property or other Collateral, including any Property Management Agreement, any Listing Agreement (as such terms are defined in the Loan Agreement) and any and all contracts, licenses, permits, warranties and approvals for and in respect of the Property or other Collateral, but excluding the Leases.

“Deposit Account” has the meaning set forth in the Loan Agreement.

“Gross Revenue” means all payments and other revenues (exclusive, however, of any payments attributable to sales taxes) received by or on behalf of (or paid to third parties at the direction of) Borrower from all sources related to the ownership or operation of the Property, including prepaid or other rents, parking fees, licensing fees, electronic receipts, Termination Fees (as defined in the Loan Agreement) and other fees, income, receipts, revenues, issues, profits, advances, oil and gas or other mineral royalties and bonuses, interest, security deposits (to the extent that such security deposits are applied to Tenant obligations or are no longer subject to being returned to the applicable Tenant), business or rental loss insurance proceeds, operating expense pass-through revenues, direct expense reimbursements, common area maintenance charges, refunds, rebates and reimbursements (other than by Agent) of any Operating Expenses (as defined in the Loan Agreement), including Property Impositions, or Capital Expenditures related to the Property previously paid (excluding amounts required to be returned to Tenants), Capital Proceeds, payments received by or on behalf of Borrower as compensation or as settlement of claims or litigation, and payments under an indemnity or other similar matters with respect to Borrower or the Property, in each case, for the relevant period for which the calculation of Gross Revenue is being made.

“Improvements” means, collectively, all buildings, structures and other improvements now or hereafter located on the Land.

“Intangible Personality” means, collectively, whether now owned or hereafter acquired, all Intellectual Property, Account Collateral, Permits, Contracts, contract rights (including rights to receive insurance proceeds) and general intangibles relating to or arising from Borrower’s ownership, use, operation, leasing or sale of all or any part of the Property, including any air rights or development rights that Borrower may have or that Borrower may hereafter acquire (excluding, however, any intangible property owned by any Tenant under any Lease that is not and does not become the property of Borrower under such Lease).

“Intellectual Property” means, collectively, whether now owned or hereafter acquired, (i) all trademark licenses, trademarks, rights in intellectual property, trade names, logos, service marks and copyrights, copyright licenses, patents, and patent licenses owned, licensed or used by Borrower in the operation of the Property or in the conduct of the business of Borrower, whether registered or unregistered, (ii) the license to use such intellectual property and (iii) other proprietary business information relating to Borrower’s policies, procedures, manuals and trade secrets.

“Land” means, collectively, the tract or tracts of land described on Exhibit A and any land lying between the boundaries of such tract or tracts and the center line of any adjacent street, road, avenue, or alley, whether opened or proposed, and any tidelands or filled lands within the boundaries described on Exhibit A, as well as all rights-of-way, easements, Property Record Agreements and other appurtenances thereto.

“Leases” means any and all present and future leases, subleases, licenses or other use and occupancy agreements (including all amendments, modifications, supplements, side letters and guaranties with respect thereto) under the terms of which any Person other than

Borrower has or acquires any right to occupy or use the Property, or any part thereof, excluding utility and other easements that are Permitted Encumbrances.

“Permits” means, collectively, all permits, approvals, licenses, certificates (including certificates of occupancy), franchises, consents, entitlements and authorizations necessary or desirable for the development, ownership, use, occupancy, operation, leasing and maintenance of the Property and/or the conduct of the business of Borrower.

“Property” means, collectively, all of the following, whether now owned or hereafter acquired:

- (a) the Land;
- (b) all Improvements;
- (c) all Leases and all guaranties thereof and security deposits or other security provided in connection therewith;
- (d) all Gross Revenue;
- (e) all (i) water and water rights (whether decreed or undeclared, tributary, nontributary or not nontributary, surface or underground, or appropriated or unappropriated), (ii) ditches and ditch rights, (iii) spring and spring rights, (iv) reservoir and reservoir rights and (v) shares of stock or other interests in, to or under any water, ditch and canal companies and all other evidence of such rights, that are appurtenant to or that have been used in connection with the Land and/or the Improvements;
- (f) all minerals, crops, timber, trees, shrubs, flowers and landscaping features now or hereafter located on, under or above the Land;
- (g) all machinery, apparatus, equipment, fittings, fixtures (whether actually or constructively attached, and including all trade, domestic, and ornamental fixtures) now or hereafter located in, upon, or under the Land and/or the Improvements and used or usable in connection with any present or future ownership, operation or maintenance thereof, including all heating, air-conditioning, freezing, lighting, laundry, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, cooking, and communications apparatus, boilers, water heaters, ranges, furnaces, and burners, appliances, vacuum cleaning systems; elevators; escalators; shades; awnings; screens; storm doors and windows, stoves, refrigerators, attached cabinets, partitions, ducts and compressors, rugs and carpets, draperies, and all additions thereto and replacements therefor (excluding, however, any of the foregoing to the extent owned by a Tenant under a Lease for so long as the same do not become property of Debtor under such Lease);
- (h) all development rights associated with the Land and/or the Improvements, whether previously or subsequently transferred to the Land and/or the Improvements from other real property or now or hereafter susceptible of transfer from the Land

and/or the Improvements to other real property, including all development rights appurtenant to the Land and/or the Improvements under any Legal Requirements;

- (i) all Permits;
- (j) all awards and payments, including interest thereon, resulting from the exercise of any right of eminent domain or any other public or private taking of, injury to, or decrease in the value of, any such property;
- (k) all other and greater rights and interests of every nature in the Land and/or the Improvements and in the possession or use thereof and income therefrom, whether now owned or subsequently acquired by Debtor;
- (l) all contract rights with respect to, or that may in any way pertain to, the foregoing and all refunds, rebates, security deposits or other expectancy under or from any such account or contract right;
- (m) any Property Record Agreement;
- (n) all insurance proceeds in respect of the foregoing Property;
- (o) the balance of the property interests associated with the Land and the Improvements, to the extent not already included in this definition of "Property"; and
- (p) all proceeds of each and every of the foregoing.

"Property Record Agreement" means any reciprocal easement agreement, unilateral easement agreement, access agreement, right of way agreement or similar agreement affecting the Land or the Improvements, including any agreement of record that may (i) require construction, repairs, modifications, alterations or maintenance of the Improvements or any other portion of the Property or (ii) in any way limit the use and enjoyment of the Property.

All other capitalized terms not defined herein are as more particularly defined in that certain Loan Agreement, dated as of February 10<sup>th</sup>, 2022 (the "Loan Agreement").

EXHIBIT "A"

Legal Description

Real property in the City of Salt Lake City, County of Salt Lake, State of Utah, described as follows:

PARCEL 1:

A PARCEL OF LAND BEING A PART OF THOSE TWO ENTIRE TRACTS DESCRIBED IN THAT: 1) SPECIAL WARRANTY DEED RECORDED NOVEMBER 10, 2020 AS ENTRY NO. 13455958 IN BOOK 11057 AT PAGE 5287-5288 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER; AND 2) WARRANTY DEED RECORDED NOVEMBER 10, 2020 AS ENTRY NO. 13455959 IN BOOK 11057 AT PAGE 5289-5290 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER. SAID PARCEL OF LAND IS LOCATED IN THE NORTH HALF OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF SLC PORT GLC PLAT "A" SUBDIVISION RECORDED DECEMBER 11, 2019 AS ENTRY NO. 13144584 IN BOOK 2019 OF PLATS AT PAGE 340 IN THE OFFICE OF SAID RECORDER, WHICH IS 428.54 FEET SOUTH 89°51'16" EAST ALONG SAID NORTHERLY LINE OF SLC PORT GLC PLAT "A" AND QUARTER SECTION LINE FROM THE CENTER OF SECTION 27; THENCE NORTH 60.05 FEET; THENCE NORTH 20°36'31" WEST 149.29 FEET; THENCE WEST 64.26 FEET; THENCE NORTH 2138.06 FEET; THENCE NORTH 45°00'00" WEST 69.48 FEET; THENCE NORTH 254.43 FEET TO THE NORTHERLY LINE OF SAID SECTION 27; THENCE SOUTH 89°53'32" EAST 1072.38 FEET ALONG SAID NORTHERLY LINE TO THE 16TH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27; THENCE SOUTH 00°16'02" WEST 2641.69 FEET ALONG SAID 16TH LINE AND WESTERLY LINE OF SAID SLC PORT GLC PLAT "A" SUBDIVISION; THENCE NORTH 89°51'16" WEST 894.12 FEET ALONG SAID SUBDIVISION AND QUARTER SECTION LINE TO THE POINT OF BEGINNING.

BASIS OF BEARING: SOUTH 89°51'16" EAST ALONG THE QUARTER SECTION LINE BETWEEN THE CENTER OF SECTION AND THE EAST QUARTER OF SAID SECTION 27, TOWNSHIP 1 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN.

LESS AND EXCEPTING THEREFROM THAT PORTION AS DEDICATED TO SALT LAKE CITY BY THE RECORDED PLAT OF 6550 WEST ROADWAY DEDICATION RECORDED NOVEMBER 02, 2021 AS ENTRY NO. 13814100 IN BOOK 2021P OF PLATS, AT PAGE 280 OF OFFICIAL RECORDS, AND THE PROPERTY LYING NORTHEAST OF DEDICATED STREET.

PARCEL 1A:

EASEMENTS AS SET FORTH BY DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS RECORDED JANUARY 04, 2021 AS ENTRY NO. 13519987 IN BOOK 11092 AT PAGE 6684 OF OFFICIAL RECORDS.

AS AMENDED BY THAT CERTAIN AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS RECORDED JUNE 14, 2021 AS ENTRY NO. 13690259 IN BOOK 11190 AT PAGE 1486 OF OFFICIAL RECORDS.

APN: 07-27-100-010-0000