

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)
CT-160229-CAB

13991294 B: 11359 P: 7433 Total Pages: 7
 07/27/2022 03:12 PM By: slang Fees: \$40.00
 Rashelle Hobbs, Recorder, Salt Lake County, Utah
 Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
 1996 EAST 6400 SOUTH SUITE 120SALT LAKE CITY, UT 84121

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				
700 W 9th Ave, LLC				
1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
1845 E 7600 S		South Weber	UT	84405
				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)

OR

2a. ORGANIZATION'S NAME				
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)

OR

3a. ORGANIZATION'S NAME				
WALKER & DUNLOP INVESTMENT PARTNERS, INC., as administrative agent and collateral agent for and on behalf of Bankers Life and Casualty Company				
3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
1225 17 th Street, Suite 1660		Denver	CO	80202
				COUNTRY
				USA

4. COLLATERAL:

All of Debtor's assets set forth on Exhibit "B" attached hereto, affixed to, used in connection with or located on the real property in Salt Lake County, Utah, as more fully described on Exhibit "A" appended hereto, now owned or hereafter acquired and all proceeds thereof.

TIN 21-25-153002

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 <u>only</u> if applicable and check <u>only</u> one box:		6b. Check <u>only</u> if applicable and check <u>only</u> one box:	
<input type="checkbox"/> Public-Finance Transaction	<input type="checkbox"/> Manufactured-Home Transaction	<input type="checkbox"/> Agricultural Lien	<input type="checkbox"/> Non-UCC Filing
<input type="checkbox"/> A Debtor is a Transmitting Utility			

7. ALTERNATIVE DESIGNATION (if applicable) Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:
 191456-0005 File with: Salt Lake County (Utah) Official Records

International Association of Commercial Administrators (IACA)

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	700 W 9th Ave, LLC	
OR 9b. INDIVIDUAL'S SURNAME		
	FIRST PERSONAL NAME	
	ADDITIONAL NAMES(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 NAMES(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 (11 a or 11 b)

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:

All that certain real estate located in Salt Lake County, Utah, as more fully described on Exhibit "A" attached hereto.

17. MISCELLANEOUS

International Association of Commercial Administrators (IACA)

FILING OFFICE COPY — UCC FINANCING STATEMENT ADDENDUM (Form UCC1Ad) (Rev. 04/20/11)

EXHIBIT "A"

DEBTOR:

700 W 9th Ave, LLC
1845 E 7600 S
South Weber, Utah 84405

SECURED PARTY:

Walker & Dunlop Investment Partners, Inc.,
as administrative agent and collateral agent
for and on behalf of Bankers Life and
Casualty Company
1225 17th Street, Suite 1660
Denver, CO 80202

LEGAL DESCRIPTION

ALL THAT CERTAIN LAND SITUATED IN THE COUNTY OF SALT LAKE, STATE OF UTAH, AND DESCRIBED AS FOLLOWS:

BEGINNING ON THE EAST LINE OF 700 WEST STREET, SAID POINT BEING NORTH ALONG THE SECTION LINE 203.40 FEET AND EAST 53.00 FEET FROM THE WEST QUARTER CORNER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 273.63 FEET TO THE SOUTH LINE OF THE STATE ROAD COMMISSION OF UTAH PROPERTY; THENCE FOLLOWING SAID SOUTH LINE EAST 268.00 FEET, AND NORTH 2.13 FEET AND EAST 99.00 FEET, AND NORTHEASTERLY ALONG A 190.00 FOOT RADIUS CURVE TO THE LEFT 149.22 FEET, AND NORTH 44°58'50" EAST 76.16 FEET, AND EAST 40.20 FEET, MORE OR LESS, TO THE WEST LINE OF THE O.S.L.R.R.; THENCE SOUTHWESTERLY ALONG SAID WEST LINE ALONG THE ARC OF A 10° RAILROAD CURVE 439.54 FEET, AND SOUTH 67°15'00" WEST 203.23 FEET; THENCE WEST 110.02 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM, THE LAND CONVEYED TO UTAH TRANSIT AUTHORITY, BY THAT CERTAIN WARRANTY DEED RECORDED SEPTEMBER 17, 2008 AS ENTRY NO. 10522654 IN BOOK 9643 AT PAGE 5928 OF OFFICIAL RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN FEE FOR THE "MID-JORDAN LRT", A UTAH TRANSIT AUTHORITY PROJECT, BEING PART OF THE GRANTOR'S PROPERTY DEFINED IN THAT CERTAIN WARRANTY DEED, RECORDED MARCH 16, 2001 AS ENTRY 7845921 IN BOOK 8435 AT PAGE 2139, SITUATE IN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EXISTING NORTHERLY RIGHT OF WAY LINE OF UTAH TRANSIT AUTHORITY AND THE EAST RIGHT OF WAY LINE OF 700 WEST STREET, SAID POINT BEING THE SOUTHWEST CORNER OF SAID GRANTOR'S PROPERTY, SAID POINT ALSO BEING NORTH 00°14'25" EAST 208.35 FEET ALONG THE SECTION LINE AND SOUTH 89°45'35" EAST 53.00 FEET FROM THE WEST QUARTER CORNER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 00°14'25" EAST 19.79 FEET ALONG SAID EAST RIGHT OF WAY LINE OF 700 WEST STREET AND THE WEST PROPERTY LINE OF SAID GRANTOR'S PROPERTY; THENCE SOUTH 89°44'03" EAST 159.57 FEET TO A POINT ON SAID EXISTING NORTHERLY RIGHT OF WAY LINE OF UTAH TRANSIT AUTHORITY AND EASTERLY PROPERTY LINE OF SAID GRANTOR'S PROPERTY; THENCE SOUTH 67°30'57" WEST 51.18 FEET ALONG SAID EXISTING NORTHERLY RIGHT OF WAY LINE AND SAID EASTERLY PROPERTY LINE OF SAID GRANTOR'S PROPERTY; THENCE NORTH 89°44'03" WEST 112.37 FEET ALONG SAID EXISTING NORTHERLY RIGHT OF WAY LINE AND THE SOUTH PROPERTY LINE OF SAID GRANTOR'S PROPERTY TO THE POINT OF BEGINNING.

EXHIBIT "B"

DEBTOR:

700 W 9th Ave, LLC
1845 E 7600 S
South Weber, Utah 84405

SECURED PARTY:

Walker & Dunlop Investment Partners, Inc.,
as administrative agent and collateral agent
for and on behalf of Bankers Life and
Casualty Company
1225 17th Street, Suite 1660
Denver, CO 80202

UCC-1 FINANCING STATEMENT ADDITIONAL SHEET

All of Debtor's present and future right, title and interest in and to all of the following property (severally and collectively, the "**Property**"):

(a) Land. The real property described in Exhibit A attached hereto and made a part hereof (collectively, the "**Land**");

(b) Additional Land. All additional lands, estates and development rights hereafter acquired by Borrower for use in connection with the Land and the development of the Land 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 this Security Instrument;

(c) Improvements. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the "**Improvements**");

(d) Easements. 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 and the Improvements, and the reversions 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, rights of dower, rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Borrower of, in and to the Land and the Improvements, and every part and parcel thereof, with the appurtenances thereto;

(e) Fixtures and Personal Property. All machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), furniture, software used in or to operate any of the foregoing and other property of every kind and nature whatsoever owned by Borrower, or in which Borrower has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Borrower, or in which Borrower has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements (collectively, the "**Personal Property**"), and the right, title and interest of Borrower 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**"), and all proceeds and products of the above;

(f) Leases and Rents. All leases, subleases, sub-subleases, lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of the Land and the Improvements, and every modification, amendment or other agreement relating to such leases, subleases, sub-subleases, or other agreements entered into in connection with such leases, subleases, sub-subleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into, whether before or after the filing by or against Borrower of any petition for relief under any Creditors Rights Laws (collectively, the “**Leases**”) and all right, title and interest of Borrower, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Borrower or its agents or employees from any and all sources arising from or attributable to the Property, including, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of property or rendering of services by Borrower or Manager and proceeds, if any, from business interruption or other loss of income insurance whether paid or accruing before or after the filing by or against Borrower of any petition for relief under any Creditors Rights Laws (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;

(g) Insurance Proceeds. All insurance proceeds in respect of the Property under 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 (collectively, the “**Insurance Proceeds**”);

(h) Condemnation Awards. All condemnation awards, including interest thereon, which may heretofore and hereafter be made with respect to the Property by reason of any taking or condemnation, 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 (collectively, the “**Awards**”);

(i) Tax Certiorari. 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;

(j) Rights. The right, in the name and on behalf of Borrower, 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 Lender in the Property;

(k) Agreements. All agreements, contracts, certificates, instruments, 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 any business or activity conducted on the Land and any part thereof and all right, title and interest of Borrower

therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Borrower thereunder;

(l) Intangibles. 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;

(m) Accounts. All reserves, escrows and deposit accounts maintained by Borrower with respect to the Property, including without limitation, the Accounts and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof (collectively, the “**Accounts**”); together with all deposits or wire transfers made to such accounts and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof and (right, title and interest of Borrower arising from the operation of the Land and the Improvements in and to all payments for goods or property sold or leased or for services rendered, whether or not yet earned by performance, and not evidenced by an instrument or chattel paper, (hereinafter referred to as “**Accounts Receivable**”) including, without limiting the generality of the foregoing, (A) all accounts, contract rights, book debts, and notes arising from the operation of a hotel on the Land and the Improvements or arising from the sale, lease or exchange of goods or other property and/or the performance of services, (B) Borrower’s rights to payment from any consumer credit/charge card organization or entities which sponsor and administer such cards as the American Express Card, the Visa Card and the Mastercard, (C) Borrower’s rights in, to and under all purchase orders for goods, services or other property, (D) Borrower’s rights to any goods, services or other property represented by any of the foregoing, (E) monies due to or to become due to Borrower under all contracts for the sale, lease or exchange of goods or other property and/or the performance of services including the right to payment of any interest or finance charges in respect thereto (whether or not yet earned by performance on the part of Borrower) and (F) all collateral security and guaranties of any kind given by any person or entity with respect to any of the foregoing. Accounts Receivable shall include those now existing or hereafter created, substitutions therefor, proceeds (whether cash or non-cash, movable or immovable, tangible or intangible) received upon the sale, exchange, transfer, collection or other disposition or substitution thereof and any and all of the foregoing and proceeds therefrom (collectively, the “**Accounts**”);

(n) Proceeds. All proceeds of any of the foregoing items set forth in subsections (a) through (o) including, without limitation, Insurance Proceeds and Awards, into cash or liquidation claims; and

(o) Other Rights. Any and all other rights of Borrower in and to the items set forth in subsections (a) through (n) above.

The foregoing descriptions of items constituting the Property shall be construed as cumulative and not limiting, and the terms “include” and “including”, when used in those descriptions, shall mean without limitation by reason of enumeration. Unless the context clearly indicates otherwise, the terms “equipment,” “inventory,” “accounts,” “instruments,” “promissory notes,” “investment property,” “commercial tort claims,” “deposit accounts,” “letter-of-credit rights,” “supporting obligations,” “chattel paper,” “general intangibles,” “proceeds” and “products” shall have the meanings provided for those terms in the Uniform Commercial Code in effect on the date of the Deed of Trust (as defined below).

Capitalized terms used but not defined herein shall have the meanings given to such terms in that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, executed and delivered by Debtor, in favor of Cottonwood Title Insurance Agency, Inc., as trustee, for the benefit of the Secured Party, which is intended to be recorded contemporaneously herewith in the Office of Official Records of Salt Lake County, Utah (as amended, modified, restated and/or supplemented from time to time, the “**Deed of Trust**”).