

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

14010955 B: 11370 P: 522 Total Pages: 8
09/02/2022 03:55 PM By: ctafoya Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120 SALT LAKE CITY, UT 84121

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Schulte Roth & Zabel LLP 919 Third Avenue New York, New York 10022 Attn.: Seth R. Henslovitz, Esq. (C/M: 049902.0092) CT-142919-CAB

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 200 SOUTH OWNER LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY		STATE	POSTAL CODE
c/o Kensington Investment Company, Inc., 347 Congress Street	Boston		MA	02210
				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				
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 CMTG LENDER 100 LLC				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY		STATE	POSTAL CODE
c/o Mack Real Estate Credit Strategies, L.P., 60 Columbus Circle	New York		NY	10023
				COUNTRY USA

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

See Schedule A attached hereto and made a part hereof.

TIN 14-00-151-030

5. Check <u>only</u> if applicable and check <u>only</u> one 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</u> one 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</u> one 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/Bailor <input type="checkbox"/> Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA: Salt Lake County, UT (89 East 200 South, Salt Lake City, UT 84111)(Astra Tower - 049902.0092)	

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

200 SOUTH OWNER 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:

Property Address:

89 East 200 South, Salt Lake City, UT 84111

Tax Parcel ID's: 16-06-151-030

See Exhibit A attached hereto for description of real property

17. MISCELLANEOUS:

Salt Lake County, UT (89 East 200 South, Salt Lake City, UT 84111)(Astra Tower - 049902.0092)

International Association of Commercial Administrators (IACA)

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

14010955 B: 11370 P: 523 Page 2 of 8

SCHEDULE A TO UCC-1 FINANCING STATEMENT INDICATING

200 SOUTH OWNER LLC, a Delaware limited liability company, as Debtor

and

CMTG LENDER 100 LLC, a Delaware limited liability company, as Secured Party

ALL CAPITALIZED TERMS NOT OTHERWISE DEFINED HEREIN SHALL HAVE THE RESPECTIVE MEANINGS ASCRIBED TO SUCH TERMS IN THAT CERTAIN DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND FIXTURE FILING (THE "**SECURITY INSTRUMENT**"), DATED AS OF SEPTEMBER 2 , 2022, MADE BY DEBTOR IN FAVOR OF SECURED PARTY, TO BE RECORDED IN SALT LAKE COUNTY, UTAH

This Financing Statement covers the following types (or items) of property:

All of the real, personal, tangible and intangible property, rights, interests and estates now owned, or hereafter acquired by Debtor (collectively, the "**Property**"), including, without limitation, the following:

a) Land. The fee interest of Debtor in the real property commonly known as Astra Tower and located at 89 East 200 South, Salt Lake City, UT, as more particularly described in Exhibit A attached hereto and made a part hereof (the "**Land**");

b) Additional Land. All additional lands, estates and development rights hereafter acquired by Debtor 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 deed of trust 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 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, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

e) Equipment. All "equipment," as such term is defined in Article 9 of the Uniform Commercial Code (as hereinafter defined), now owned or hereafter acquired by Debtor, which is used at or in connection with the Improvements or the Land or is located thereon or therein (including, but not limited to, all machinery, equipment, furnishings, and electronic data-processing and other equipment (which are located and used at the Improvements or on the Land) now owned or hereafter acquired by Debtor and any and all additions, substitutions and replacements of any of the foregoing), together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto (collectively, the "**Equipment**"). Notwithstanding the foregoing, Equipment shall not include any property belonging to Tenants under Leases (as defined in the Security Agreement), except to the extent that Debtor shall have any right or interest therein;

f) Fixtures. All Equipment now owned, or the ownership of which is hereafter acquired, by Debtor which is so related to the Land and Improvements forming part of the Property that it is deemed fixtures or real property under the law of the particular state in which the Equipment is located, including, without limitation, all building or construction materials intended for construction, reconstruction, alteration or repair of or installation on the Property, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements or the Land, including, but not limited to, engines, devices for the operation of pumps, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, plumbing, laundry, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Debtor's interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof (collectively, the "**Fixtures**"). Notwithstanding the foregoing, "Fixtures" shall not include any property which tenants are entitled to remove pursuant to Leases, except to the extent that Debtor shall have any right or interest therein, and then only to the extent of such interest;

g) Personal Property. Subject to Debtor's rights with respect thereto, as may be expressly provided in the Loan Agreement, all furniture, furnishings, objects of art, machinery, goods, tools, supplies, appliances, general intangibles, contract rights, accounts, accounts receivable, franchises, licenses, certificates and permits, and all other personal property of any kind or character whatsoever (as defined in and subject to the provisions of the Uniform Commercial Code as defined in the Security Agreement), other than Fixtures, which are now or hereafter owned by Debtor and which are located within or about the Land and the Improvements, together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof (collectively, the "**Personal Property**"), and the right, title and interest of Debtor 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 Personal Property is located (as the same may be amended from time to time, the "**Uniform Commercial**

Code"), superior in lien to the Lien of this Security Instrument and all proceeds and products of the above. Notwithstanding the foregoing, "Personal Property" shall not include any property that would constitute Personal Property but for the fact that such property belongs to any tenant of the Property, as opposed to Debtor;

h) Leases and Rents. Subject to the rights of Debtor as expressly set forth herein and in the Loan Agreement, all of Debtor's right, title and interest in, to and under all leases, subleases and other agreements affecting the use, enjoyment or occupancy of the Land and the Improvements heretofore or hereafter entered into by or on behalf of Debtor (or its predecessor in interest), and all extensions, amendments and modifications thereto, whether before or after the filing by or against Debtor of any petition for relief under 11 U.S.C. §101 et seq., and the regulations adopted and promulgated thereto, as the same may be amended from time to time (the "Bankruptcy Code") (collectively, the "Leases") and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, any guaranties of the lessees' obligations thereunder, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, payments in connection with any termination, cancellation or surrender of any Lease, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code and all proceeds from the sale or other disposition of the Leases (collectively, the "Rents") and the right of Debtor to receive and apply the Rents to the payment of the Debt. Notwithstanding the foregoing, "Rents" is not intended to include any Reserve Funds paid or returned to Debtor pursuant to and in accordance with the Loan Documents;

i) Condemnation Awards. Subject to the applicable provisions of Article 7 of the Loan Agreement, all Awards and Condemnation Proceeds;

j) Insurance Proceeds. All Insurance Proceeds (subject to the applicable provisions of Article 7 of the Loan Agreement) in respect of the Property under any Policies covering the Property, in each case, in accordance with the Loan Agreement;

k) Tax Certiorari. All refunds, rebates or credits in connection with a reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

l) Conversion. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, Insurance Proceeds and Awards, into cash and liquidation claims (subject to the applicable provisions of Article 7 of the Loan Agreement);

m) Rights. The right, subject to Section 9.4 hereof and any applicable terms of the Loan Agreement, following the occurrence and during the continuance of an Event of Default, in the name and on behalf of Debtor, 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 Secured Party in the Property, provided that the foregoing rights shall not in and of themselves restrict Debtor from exercising such rights during the period of time that no Event of Default exists;

n) Agreements. Subject to the rights of Debtor hereunder and under the other Loan Documents, and to the extent assignable, all of Debtor's right, title and interest in and to all agreements (including, without limitation, the Management Agreement and all other management 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 respecting any business or activity conducted on the Land and any part thereof and all right, title and interest of Debtor therein and thereunder (collectively, "Agreements"), including, without limitation, the right, upon the occurrence and during the continuance of an Event of Default (as defined in the Loan Agreement) hereunder, to receive and collect any sums payable to Debtor thereunder; provided, however, unless an Event of Default has occurred and is continuing, Debtor shall in the ordinary course be entitled to deal with the foregoing in accordance with the requirements of the Loan Agreement or the other Loan Documents with respect to such Agreements, including taking actions thereunder, modifying and terminating the same, provided such actions are commercially reasonable and do not violate any covenant contained in the Loan Agreement or other Loan Documents with respect thereto;

o) Trademarks. To the extent assignable, all trade names, trademarks, service marks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

p) Accounts. All Accounts, Account Collateral, reserves, escrows and deposit accounts maintained by Debtor with respect to the Property and all proceeds, products, distributions or dividends or substitutions thereof, other than amounts (including, without limitation, Excess Cash Flow) paid or returned to Debtor under any of the Loan Documents (and provided no Event of Default or Cash Trap Period exists at the time such amounts are paid or returned to Debtor), including the Cash Management Agreement;

q) Causes of action. All causes of action and claims (including, without limitation, all causes of action or claims arising in tort, by contract, by fraud or by concealment of material fact) against any Person for damages or injury to the Property or in connection with any transactions financed in whole or in part by the proceeds of the Loan, subject, however, to the limitations set forth in Section 10.4 of the Loan Agreement;

r) Interest Rate Protection Agreement. All right, title, interest and claim of Debtor in, to, under or pursuant to any Interest Rate Protection Agreement, and all claims of Debtor for breach by any Counterparty of any covenant, agreement, representation or warranty contained in the Interest Rate Protection Agreement;

s) Proceeds. All proceeds of any of the foregoing, including, without limitation, Insurance Proceeds and Awards, whether cash, liquidation or other claims or otherwise, subject to Debtor's right to use such Proceeds and Awards to the extent provided and in accordance with the Loan Agreement and the other Loan Documents; and

t) Other Rights. Any and all other rights of Debtor in and to the items set forth in clauses (a) through (s) above.

AND without limiting any of the other provisions of this Security Instrument, to the extent permitted by applicable law, Debtor expressly grants to Secured Party, to the extent of Debtor's right, title and interest in same, as secured party, a security interest in the portion of the Property which is or may be subject to the provisions of the Uniform Commercial Code which are applicable to secured transactions; it being understood and agreed that the Improvements and Fixtures are part and parcel of the Land (the Land, the Improvements and the Fixtures being collectively referred to herein as the "**Real Property**") appropriated to the use thereof and, whether affixed or annexed to the Real Property or not, shall for the purposes of this Security Instrument be deemed conclusively to be real estate and granted hereby.

EXHIBIT A
PROPERTY DESCRIPTION

Beginning at the Southeast corner of Lot 1, Block 70, Plat "A", Salt Lake City Survey, said point also being North 89°46'26" West 66.35 feet and North 0°34'49" East 62.40 feet from a Salt Lake City Brass Cap Monument at the intersection of State Street and 200 South Street, and running thence North 89°37'22" West 164.62 feet along the North right of way line of 200 South Street; thence North 0°08'45" East 181.18 feet; thence South 89°30'25" East 165.16 feet to a point on the West right of way line of State Street; thence South 0°18'52" West 180.85 feet along said West right of way line to the point of beginning.

Also being described by survey as follows:

A part of Lot 1, Block 70, Plat 'A', Salt Lake City Survey, Salt Lake City, Salt Lake County, Utah, also being a part of Section 6, Township 1 South, Range 1 East, Salt Lake Base and Meridian U.S. Survey:

Beginning at the Southeast corner of said Lot 1, said point being at the intersection of the Northerly Right-of-Way Line of 200 South Street and the Westerly Right-of-Way line of State Street; and running thence North 89°51'38" West 164.99 feet along said Northerly Right-of-Way Line to the Southwest corner of said Lot 1; thence North 0°03'20" East 181.13 feet along the Westerly line of said Lot 1; thence South 89°45'57" East 165.03 feet to the said Westerly line of State Street; thence South 0°04'01" West 180.85 feet to the Southeast corner of said Lot 1 and the point of beginning.

For Informational Purposes Only:

Street Address: 89 East 200 South, Salt Lake City, UT 84111

Parcel Identification No.: 16-06-151-030

Tax Id No.: 16-06-151-030