

14123720 B: 11429 P: 94 Total Pages: 5  
06/29/2023 04:22 PM By: adavis 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

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Roch Schmitz</b>
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <b>First National Bank of Omaha Commercial Mortgage Loans 1620 Dodge Street, SC 1065 Omaha, Nebraska 68197 CT-108577-NTF</b>

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>BOYER MILLCREEK COMMON 1, L.C.</b>				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS <b>101 South 200 East, Ste. 200</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				
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>First National Bank of Omaha</b>				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS <b>1620 Dodge Street, SC 1065</b>		CITY <b>Omaha</b>	STATE <b>NE</b>	POSTAL CODE <b>68197</b>
			COUNTRY <b>USA</b>	

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

The Collateral is described on Exhibit "A" attached hereto and pertains to the real estate in Salt Lake County, Utah legally described on Exhibit "B" attached hereto.

Tax ID No.: 16-29-429-012, 16-28-302-001, 16-28-302-002, 16-29-429-005, and 16-29-429-006

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/Licenser	
8. OPTIONAL FILER REFERENCE DATA: <b>Salt Lake County, Utah Recorder's Office</b>	

## 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

**BOYER MILLCREEK COMMON 1, L.C.**

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):

**Boyer Millcreek Common 1, L.C.  
101 South 200 East, Ste. 200  
Salt Lake City, UT 84111  
Attn: President**

16. Description of real estate:

**See Attached Exhibit "B"**

17. MISCELLANEOUS:

## EXHIBIT "A"

The collateral consists of the real estate described on Exhibit "B" attached hereto and by this reference incorporated herein (the "Property"), together with the following to the extent that such collateral is deemed governed by the Uniform Commercial Code:

(a) All Accounts and all Goods whose sale, lease or other disposition by the Debtor has given rise to Accounts and have been returned to, or repossessed or stopped in transit by, the Debtor, or rejected or refused by an Account Debtor;

(b) All Inventory, including, without limitation, raw materials, work-in-process and finished goods;

(c) All Goods (other than Inventory), including, without limitation, embedded software, Equipment, vehicles, furniture and Fixtures;

(d) All Software and computer programs;

(e) All Deposit Accounts;

(f) All Chattel Paper, Electronic Chattel Paper, Instruments, Documents, Investment Property, Letter of Credit Rights, all proceeds of letters of credit, health care insurance Receivables, Supporting Obligations, notes secured by real estate, Commercial Tort Claims and General Intangibles, including Payment Intangibles;

(g) All books and records evidencing or relating to any of the foregoing;

(h) All insurance policies and proceeds insuring the foregoing property or any part thereof, including unearned premiums;

(i) all structures, buildings and improvements of every kind and description now existing or at any time hereafter located or placed on the Property (the "Improvements");

(j) all machinery, appliances, apparatus, equipment and fixtures now or hereafter located in, upon or under the Property or the Improvements, or any part thereof, and used or usable in connection with any present or future operation thereof, and all additions thereto and replacements therefore, and owned by the Debtor or in which Debtor now has or hereafter acquires an interest;

(k) all articles of personal property and any additions to, substitutions for, changes in or replacements of the whole or any part thereof, including, without limitation, all equipment, furniture and furnishings, now or at any time hereafter affixed to, attached to, placed upon or used in any way in connection with the use, enjoyment, occupancy or operation of the Property or the Improvements, or any portion thereof, and owned by the Debtor or in which Debtor now has or hereafter acquires an interest;

(l) all of the rents, royalties, issues and profits of the Property and the Improvements, or arising from the use or enjoyment of all or any portion thereof or from any lease, license, concession, occupancy agreement or other agreement pertaining thereto and all right, title and interest of Debtor in and to all leases, licenses and occupancy agreements of the Property or of the Improvements now or hereafter entered into and all right, title and interest of Debtor thereunder, including, without limitation, cash or securities deposited thereunder to secure performance by tenants, lessees or licensees, as applicable, of their obligations thereunder;

(m) all goods, building materials and supplies now or hereafter placed on the Property or in the Improvements;

(n) all accounts, accounts receivable, contract rights, general intangibles, chattel paper, documents, instruments, equipment and books and records relating to any of the foregoing;

(o) all plans, specifications, surveys, architectural renderings and drawings, soil test reports, other reports or examinations of the property, architectural contracts, engineering contracts, construction contracts, subcontracts and contracts with material suppliers;

(p) all service contracts, listing agreements maintenance contracts, management agreements, warranties, guaranties and the right to use all names now or hereafter used by Debtor in connection with the Property;

(q) all permits, certificates, licenses, approvals, contracts, entitlements and authorizations, however characterized, issued or in any way furnished for the acquisition, construction, development, operation, use and occupancy of the Property, including without limitation, certificates of occupancy;

(r) all claims, demands, judgments, insurance proceeds, rights of action, awards or damages, compensation and settlements resulting from the taking of all or any part of the Property under the power of eminent domain or for any damage (whether caused by such taking or casualty or otherwise) to all or any part of the Property;

(s) all contract rights, general intangibles, chattel paper, documents, instruments, equipment and books and records relating to any of the foregoing;

(t) all replacements, additions, substitutions or renewals of the foregoing and all other greater rights and interests of every nature in the Property and the Improvements and in the possession or use thereof and income therefrom, whether now owned or subsequently acquired by Debtor; and

(u) all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards.

**EXHIBIT "B"**  
**Legal Description**

A tract of land located in the Southwest Quarter of Section 28 and the Southeast Quarter of Section 29, Township 1 South, Range 1 East, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at a point on the southerly line of Miller Avenue, as dedicated by the official plat of MALOUF ANNEX TO SALT LAKE CITY recorded February 28, 1980 as Entry No. 3405230 in Book 80-2 of Plats at Page 46 in the office of the Salt Lake County Recorder, located South 464.97 feet from the West 1/4 Corner of Section 28, T1 S, R1 E, SLB&M (Basis of Bearing: N89°48'00"E along the Monument line of 3300 South Street between two found monuments at the intersections of 1300 East Street and Highland Drive.); running thence along said southerly line S87°15'00"E 69.99 feet to the northwesterly corner of a boundary determined by that certain Warranty Deed recorded February 27, 1997 as Entry No. 6581680 in Book 7607 at Page 966 in the office of the Salt Lake County Recorder; thence along said deed the following three (3) courses: (1) South 233.09 feet; thence (2) N87°00'00"W 17.03 feet; thence (3) South 61.87 feet to the northeasterly corner of a boundary determined by the certain Warranty Deed recorded April 2, 1993 as Entry No. 5468895 in Book 6632 at Page 1674 in the office of the Salt Lake County Recorder; thence along said deed the following two (2) courses: (1) N86°24'00"W 60.32 feet; thence (2) S00°38'39"E 28.13 feet to the southeasterly corner of a boundary determined by that certain Warranty Deed recorded September 4, 2020 as Entry No. 13384562 in Book 11012 at Page 9411 in the office of the Salt Lake County Recorder; thence N86°24'00"W 125.30 feet to and along the southerly line of a boundary determined by that certain Warranty Deed recorded January 17, 1947 as Entry No. 1069758 in Book 515 at Page 38 in the office of the Salt Lake County Recorder; thence along said deed North 6.87 feet to the southeasterly corner of a boundary determined by that certain Warranty Deed (Special) recorded February 8, 1991 as Entry No. 5025925 in Book 6289 at Page 2602 in the office of the Salt Lake County Recorder; thence along said deed West 77.24 feet to the southeasterly corner of a boundary determined by that certain Special Warranty Deed recorded January 12, 2016 as Entry No. 12204361 in Book 10395 at Page 310 in the office of the Salt Lake County Recorder; thence along said deed North 317.09 feet to said southerly line of Miller Avenue; thence along said southerly line S87°15'00"E 209.52 feet to the point of beginning.