

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) John F. Halula, Esq. (305/789-7796)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div>John F. Halula, Esq. Holland & Knight LLP 701 Brickell Avenue, Suite 3300 Miami, Florida 33131</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 RB Salt Lake LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 810 Seventh Avenue, 10th Floor	CITY New York	STATE NY	POSTAL CODE 10036	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 MRJF Salt Lake LLC				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS 810 Seventh Avenue, 10th Floor	CITY New York	STATE NY	POSTAL CODE 10036	COUNTRY USA

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 Israel Discount Bank of New York				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 1114 Avenue of the Americas, 9th Floor	CITY New York	STATE NY	POSTAL CODE 10036	COUNTRY USA

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

SEE THE ATTACHED SCHEDULE 1.

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:

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

RB Salt Lake 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):

Debtor is the record owner of the real property described in Exhibit A attached hereto and made a part hereof

16. Description of real estate:

See Exhibit A attached hereto and made a part hereof

17. MISCELLANEOUS:

Schedule I
(to UCC-1 Financing Statement)

All of Debtor's right, title and interest now owned or hereafter acquired in and to each of the following (collectively, the "**Property**") now or hereafter located in, on or used in connection with the Property (the "**Real Estate**") located in the County of Salt Lake, State of Utah, as more particularly described in Exhibit "A" attached hereto and made a part hereof and/or any and all buildings and improvements now or hereafter erected on, under or over the Real Estate (the "**Improvements**"):

(A) Any and all fixtures, machinery, equipment and other articles of real, personal or mixed property, belonging to Debtor, at any time now or hereafter installed in, attached to or situated in or upon the Real Estate, or the buildings and improvements now or hereafter erected thereon, or used or intended to be used in connection with the Real Estate, or in the operation of the buildings and improvements, plant, business or dwelling situate thereon, whether or not such real, personal or mixed property is or shall be affixed thereto, and all replacements, substitutions and proceeds of the foregoing (all of the foregoing herein called the "**Service Equipment**"), including without limitation: (i) all appliances, furniture and furnishings; all articles of interior decoration, floor, wall and window coverings; all office, restaurant, bar, kitchen and laundry fixtures, utensils, appliances and equipment; all supplies, tools and accessories; all storm and screen windows, shutters, doors, decorations, awnings, shades, blinds, signs, trees, shrubbery and other plantings; (ii) all building service fixtures, machinery and equipment of any kind whatsoever; all lighting, heating, ventilating, air conditioning, refrigerating, sprinkling, plumbing, security, irrigating, cleaning, incinerating, waste disposal, communications, alarm, fire prevention and extinguishing systems, fixtures, apparatus, machinery and equipment; all elevators, escalators, lifts, cranes, hoists and platforms; all pipes, conduits, pumps, boilers, tanks, motors, engines, furnaces and compressors; all dynamos, transformers and generators; (iii) all building materials, building machinery and building equipment delivered on site to the Real Estate during the course of, or in connection with any construction or repair or renovation of the buildings and improvements; (iv) all parts, fittings, accessories, accessions, substitutions and replacements therefor and thereof; and (v) all files, books, ledgers, reports and records relating to any of the foregoing;

(B) Any and all leases, subleases, tenancies, licenses, occupancy agreements or agreements to lease all or any portion of the Real Estate, Improvements, Service Equipment or all or any other portion of the Property (including, without limitation, guest rooms, restaurants, bars, conference and meeting rooms, and banquet halls and other public facilities), and all extensions, renewals, amendments, modifications and replacements thereof, and any options, rights of first refusal or guarantees relating thereto (collectively, the "**Leases**"); all revenues, receipts, income, accounts, accounts receivable and other receivables arising from the Real Estate, Improvements, Service Equipment or all or any other portion of the Property (collectively, the "**Rents**"); all of the following personal property (collectively referred to as the "**Contracts**"): all accounts, general intangibles and contract rights (including any right to payment thereunder, whether or not earned by performance) of any nature relating to the Real Estate, Improvements, Service Equipment or all or any other portion of the Property or the use, occupancy, maintenance, construction, repair or operation thereof; all management agreements, franchise agreements, utility agreements and deposits, building service contracts, maintenance contracts, construction contracts and architect's agreements; all maps, plans, surveys and specifications; all warranties and guaranties; all permits, licenses and approvals; and all insurance policies, books of account and other documents, of whatever kind or character, relating to the use, construction upon, occupancy, leasing, sale or operation of the Real Estate, Improvements, Service Equipment or all or any other portion of the Property;

(C) Any and all estates, rights, tenements, hereditaments, privileges, easements, reversions, remainders and appurtenances of any kind benefiting or appurtenant to the Real Estate, Improvements or all or any other portion of the Property; all means of access to and from the Real Estate, Improvements or all or any other portion of the Property, whether public or private; all streets, alleys, passages, ways, water courses, water and mineral rights relating to the Real Estate, Improvements or all or any other portion of the Property; all rights of Debtor as declarant or unit owner under any declaration of condominium or association applicable to the Real Estate, Improvements or all or any other portion of the Property including,

without limitation, all development rights and special declarant rights; and all other claims or demands of Debtor, either at law or in equity, in possession or expectancy of, in, or to the Real Estate, Improvements or all or any other portion of the Property (all of the foregoing described in this subsection E herein called the "Appurtenances");

(D) Any and all of Debtor's rights and interests, if any, in and to any oil, gas and other hydrocarbons and other minerals produced from or allocated to the Property and all products processed or obtained therefrom, the proceeds thereof, and all accounts and general intangibles under which such proceeds may arise, together with any sums of money that may now or at any time hereafter become due and payable to Debtor by virtue of any and all royalties, overriding royalties, bonuses delay rentals and any other amount of any kind or character arising under any and all present and future oil, gas and mineral leases (if any) covering the Property or any part thereof;

(E) Any and all "proceeds" of any of the above-described Real Estate, Improvements, Service Equipment, Leases, Rents, Contracts and Appurtenances, which term "proceeds" shall have the meaning given to it in the Uniform Commercial Code, as amended, (the "Code") of the State in which the Property is located (collectively, the "Proceeds") and shall additionally include whatever is received upon the use, lease, sale, exchange, transfer, collection or other utilization or any disposition or conversion of any of the Real Estate, Improvements, Service Equipment, Leases, Rents, Contracts and Appurtenances, voluntary or involuntary, whether cash or non-cash, including proceeds of insurance and condemnation awards, rental or lease payments, accounts, chattel paper, instruments, documents, contract rights, general intangibles, equipment and inventory;

(F) All building permits, surveys, architectural and engineering plans and specifications, shop drawings, governmental approvals, licenses, agreements with any utility companies (together with any deposits, prepaid fees and charges paid thereon) and any other consents, approvals and rights which it may now or hereafter own with respect to or in connection with the Property; and

(G) All warranties and guaranties now or hereafter given covering any furniture, furnishings, equipment, machinery, building supplies and materials, business machines, tools, appliances, fixtures and other property now or hereafter located on or placed upon the Property, including without limitation, air conditioning, heating and other appliances and equipment.

Exhibit "A"

LEGAL DESCRIPTION

Certain parcels of real property in the County of Salt Lake, State of Utah, described as follows:

PARCEL 1:

THE NORTH 160 FEET OF LOT 6, EXCEPT THE NORTH 90 FEET OF THE EAST 85 FEET THEREOF, AND THE NORTH 160 FEET OF THE EAST 77.5 FEET OF LOT 5, BLOCK 30, PLAT "B", SALT LAKE CITY SURVEY IN THE CITY AND COUNTY OF SALT LAKE, STATE OF UTAH.

LESS AND EXCEPTING FROM PARCEL 1 THAT PORTION OF SUBJECT PROPERTY CONVEYED TO UTAH TRANSIT AUTHORITY, A PUBLIC TRANSIT DISTRICT, BY THAT CERTAIN SPECIAL WARRANTY DEED RECORDED DECEMBER 21, 2001 AS ENTRY NO. 80999008 IN BOOK 8544 AT PAGE 6764 OF OFFICIAL RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF LOT 6, BLOCK 30, PLAT "B", SALT LAKE CITY SURVEY, SAID POINT BEING SOUTH 89°58'06" WEST 130.45 FEET FROM THE NORTHEAST CORNER OF SAID LOT 6 AND RUNNING SOUTH 61°53'52" WEST 8.28 FEET; THENCE SOUTH 89°58'06" WEST 5.70 FEET; THENCE SOUTH 0°01'50" EAST 6.00 FEET; THENCE SOUTH 89°58'06" WEST 10.88 FEET; THENCE NORTH 0°01'50" WEST 6.00 FEET; THENCE SOUTH 89°58'06" WEST 75.14 FEET; THENCE NORTH 61°57'28" WEST 8.27 FEET TO THE NORTH LINE OF LOT 6; THENCE NORTH 89°58'06" EAST 106.32 FEET ALONG THE NORTH LINE OF SAID LOT 6 TO THE POINT OF BEGINNING.

BASIS OF BEARING IS THE SALT LAKE CITY MONUMENTS ON 400 SOUTH STREET AT 800 EAST STREET AND 900 EAST STREET.

PARCEL 2:

THE SOUTH 5 FEET OF LOT 6 AND THE SOUTH 5 FEET OF THE EAST 77.5 FEET OF LOT 5, BLOCK 30, PLAT "B", SALT LAKE CITY SURVEY IN THE CITY AND COUNTY OF SALT LAKE, STATE OF UTAH.

PARCEL 3:

BEGINNING AT THE NORTHEAST CORNER OF LOT 7, BLOCK 30, PLAT "B", SALT LAKE CITY SURVEY, AND RUNNING THENCE SOUTH 33 FEET; THENCE WEST 120.5 FEET; THENCE SOUTH 2 FEET; THENCE WEST 143 FEET; THENCE NORTH 45° WEST 49.5 FEET; THENCE EAST 298.5 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

A RIGHT OF WAY FOR RETAINING WALL FOOTINGS OVER, ACROSS OR UNDER THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A POINT 33 FEET SOUTH OF THE NORTHEAST CORNER OF LOT 7, BLOCK 30, PLAT "B", SALT LAKE CITY SURVEY, AND RUNNING THENCE SOUTH 2 FEET; THENCE WEST 120.5 FEET; THENCE NORTH 2 FEET; THENCE EAST 120.5 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

THE WEST 50 FEET OF THE EAST 127.5 FEET OF LOT 5, BLOCK 30, PLAT "B", SALT LAKE CITY SURVEY, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SALT LAKE COUNTY, STATE OF UTAH.

PARCEL 6 (PARKING LOT):

THE NORTH 90 FEET OF THE EAST 85 FEET OF LOT 6, BLOCK 30, PLAT "B", SALT LAKE CITY SURVEY IN THE CITY AND COUNTY OF SALT LAKE, STATE OF UTAH.

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