



W3145311

E# 3145311 PG 1 OF 6
Leann H. Kilts, WEBER COUNTY RECORDER
16-Apr-21 0455 PM FEE \$40.00 DEP BR
REC FOR: METRO NATIONAL TITLE
ELECTRONICALLY RECORDED

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

| |
|--|
| A. NAME & PHONE OF CONTACT AT FILER (optional) Melissa McDaniels 405-230-1051 |
| B. E-MAIL CONTACT AT FILER (optional) mmcdaniels@mccoy-orta.com |
| C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div style="border: 1px solid black; padding: 5px; width: fit-content;"> McCoy & Orta, P.C. Attn: Melissa McDaniels 100 N. Broadway, Suite 2600 Oklahoma City, Oklahoma 73102 </div> |

Parcel No: 01-022-0048
01-022-0036

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 PARK AVENUE OGDEN PROPERITES, LLC | | | | | | |
| OR | 1b. INDIVIDUAL'S SURNAME | | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX | |
| 1c. MAILING ADDRESS 5288 S. Commerce Drive, Suite B-150 | | | CITY Murray | STATE UT | POSTAL CODE 84107 | 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 CALADONIAN OGDEN PROPERTIES, LLC | | | | | | |
| OR | 2b. INDIVIDUAL'S SURNAME | | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX | |
| 2c. MAILING ADDRESS 5288 S. Commerce Drive, Suite B-150 | | | CITY Murray | STATE UT | POSTAL CODE 84107 | 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 Morgan Stanley Bank, N.A. | | | | | | |
| OR | 3b. INDIVIDUAL'S SURNAME | | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX | |
| 3c. MAILING ADDRESS 1585 Broadway, 25th Floor | | | CITY New York | STATE NY | POSTAL CODE 10036 | COUNTRY USA |

4. COLLATERAL: This financing statement covers the following collateral:
See Schedule 1 attached hereto and incorporated herein.

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:
For filing in the real property records of Weber County, Utah

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 PARK AVENUE OGDEN PROPERITES, 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 and incorporated herein.

17. MISCELLANEOUS:

SCHEDULE 1
TO
UNIFORM COMMERCIAL CODE
FINANCING STATEMENT

This UCC-1 Financing Statement covers the following property, rights, interests and estates now owned, or hereafter acquired by PARK AVENUE OGDEN PROPERTIES, LLC, a Delaware limited liability company and CALADONIAN OGDEN PROPERTIES, LLC, a Delaware limited liability company, as tenants in common ("Debtor") (collectively, the "Property"):

(a) Land. The real property 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 mortgage or otherwise be expressly made subject to the lien of this UCC-1 Financing Statement;

(c) Improvements. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (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) Fixtures and Personal Property. All machinery, equipment, fixtures (including, without limitation, all heating, air conditioning, plumbing, lighting, communications, elevator fixtures) and other property of every kind and nature whatsoever owned by Debtor, or in which Debtor 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 Debtor, or in which Debtor 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 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, states, commonwealth or commonwealths 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 and other agreements affecting the use, enjoyment or occupancy of the Land and/or the Improvements heretofore or hereafter entered into and all extensions, amendments and modifications thereto (collectively, the "Leases"), whether before or after the filing by or against Debtor of any petition for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to time (the "Bankruptcy Code") 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, letters of credit or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, early termination fees and payments and other termination fees and payments (any such early termination fees, payments and other termination fees and payments, the "Lease Termination Fees"), 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 (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, (as defined in the Security Instrument (as defined herein));

(g) Insurance Proceeds. All proceeds of and any unearned premiums on 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;

(h) Condemnation Awards. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including, without limitation, 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;

(i) 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;

(j) Conversion. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, proceeds of insurance and condemnation awards, into cash or liquidation claims;

(k) Rights. The right, 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;

(l) Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into by Debtor, 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, including, without limitation, the right, upon the occurrence and during the continuance of an Event of Default (as defined in the Security Instrument), to receive and collect any sums payable to Debtor thereunder;

(m) Intangibles. All trade names, 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 owned by Debtor;

(n) Water Rights. All water and water rights, ditches and ditch rights, reservoirs and storage rights, wells and well rights, springs and spring rights, groundwater rights (whether tributary, nontributary or not-nontributary), water contracts, water allotments, water taps, shares in ditch or reservoir companies, and all other rights of any kind or nature in or to the use of water, which are appurtenant to, historically used on or in connection with, or located on or under the Land, together with any and all easements, rights of way, fixtures, personal property, contract rights, permits or decrees associated with or used in connection with any such rights;

(o) Accounts. All reserves, escrows and deposit accounts maintained by Debtor with respect to the Property including, without limitation, all accounts established or maintained pursuant to the Cash Management Agreement (as defined in the Security Instrument) of even date herewith; 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

(p) Other Rights. Any and all other rights of Debtor in and to the items set forth in Subsections (a) through (o) above.

This UCC-1 Financing Statement is filed in connection with a certain Deed of Trust and Security Agreement (the "Security Instrument") dated on or about April 16, 2021, securing the principal sum \$5,220,000.00, given by Debtor to Morgan Stanley Bank, N.A., a national banking association (the "Secured Party"), covering the estate of Debtor in the Collateral.

**EXHIBIT A
LEGAL DESCRIPTION**

Parcel 1:

Part of Lots 1, 2, 8, 9, and 10 of Block 26, Plat "A", Ogden City survey; Beginning at the Northeast corner of Block said Block 26, and running thence South 00°58'00" West along the West line of Adams Avenue 469.00 feet; thence North 89°02'00" West 155.00 feet; thence South 0°58'00" West 0.58 feet; thence North 89°02'00" West 18.00 feet; thence North 00°58'00" East 141.08 feet; thence North 89°02'00" West 223.58 feet; thence North 00°58'00" East 180.50 feet; thence South 89°02'00" East 23.40 feet; thence South 00°58'00" West 18.00 feet; thence South 89°02'00" East 128.41 feet; thence North 00°58'00" East 36.00 feet; thence North 62°21'40" East 25.06 feet; thence North 00°58'00" East 117.94 feet (North 00°28'00" East 118.00 feet by record) to the Southerly line of 24th Street; and thence South 89°03'01" East 222.77 feet (South 89°02'00" East 222.78 feet by record) along the South line of said street to the point of beginning.

Parcel 1A:

Together with an easement for the right of ingress and egress from Parcel 1 (shown above) to 25th Street located in a part of Lot 2, Block 26, Plat "A", Ogden City Survey as disclosed by that certain Special Warranty Deed recorded May 6, 1970 as Entry No. 534699 in Book 940 at Page 505::

Beginning on the Easterly side thereof at a point the following courses and distances, Southerly and Westerly from the Northeast corner of Block 26, at intersection of the Southerly side of 24th Street with the Westerly side of Adams Avenue South 00°58'00" West 469.00 feet and North 89°02'00" West 149.50 feet; thence Southerly, Westerly and Northerly the following courses and distances: South 00°58'00" West 198.50 feet to the Northerly side of 25th Street; thence North 89°02'00" West 20.00 feet along the Northerly side of 25th Street; thence North 00°58'00" East 150.00 feet; thence North 89°02'00" West 5.50 feet; thence North 00°58'00" East 130.50 feet; thence North 89°02'00" West 4.50 feet; thence North 00°58'00" East 24.00 feet; thence North 56°49'10" West 33.77 feet; thence Easterly, Southerly and Easterly the following courses and distances along property line of "Ramada Inn"; thence South 89°02'00" East 53.07 feet; thence South 00°58'00" West 124.00 feet; thence South 89°02'00" East 5.50 feet to the point and place of beginning.

Parcel 1B:

Together with an easement for the right of ingress and egress from Parcel 1 (shown above) to the joint parking area located in a part of Lots 8 and 9, Block 26, Plat "A", Ogden City Survey as disclosed by that certain Special Warranty Deed recorded May 6, 1970 as Entry No. 534699 in Book 940 at Page 505:

Beginning at the Northeast corner thereof, the following courses and distances, Westerly and Southerly from the Northeast corner of Block 26 at intersection of the Southerly side of 24th Street with the Westerly side of Adams Avenue; thence North 89°02'00" West 222.78 feet; thence South 00°58'00" West 118.00 feet; thence South 62°21'40" West 25.06 feet; thence Southerly, Westerly, Southerly, Westerly, Northerly and Easterly the following courses and distances: South 00°58'00" West 18.00 feet; thence North 89°02'00" West 44.66 feet; thence South 00°58'00" West 18.00 feet; thence North 89°02'00" West 20.00 feet; thence North 00°58'00" East 18.00 feet; thence North 89°02'00" West 43.75 feet; thence South 00°58'00" West 18.00 feet; thence North 89°02'00" West 20 feet; thence North 00°58'00" East 36.00 feet; thence South 89°02'00" East 128.41 feet to the point and place of beginning.