

01-011-0046  
 01-011-0047  
 01-305-0050  
 12-029-0066



\*W3203076\*

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

E# 3203076 PG 1 OF 7  
 Leann H. Kilts, WEBER COUNTY RECORDER  
 09-Dec-21 0452 PM FEE \$40.00 DEP TN  
 REC FOR: COTTONWOOD TITLE INSURANCE AGENCY  
 ELECTRONICALLY RECORDED

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Cassin & Cassin LLP  
 711 Third Avenue, 20th Floor  
 New York, New York 10017  
 Attention: Recording Department  
 151496-MCH

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>NWI 3 PACK, LLC</b>				
OR	1b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 1211 Puerta Del Sol, Suite 240		CITY San Clemente	STATE CA	POSTAL CODE 92673
				COUNTRY U.S.A.

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>THE BANCORP BANK, a Delaware state-chartered bank</b>				
OR	3b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS 3 Columbus Circle, Suite 2200		CITY New York	STATE NY	POSTAL CODE 92614
				COUNTRY U.S.A.

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

All collateral described on Exhibit A attached hereto and incorporated herein by this reference.

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:

File with the County Clerk, Weber County, Utah Bancorp / Ironwood Apartment (2092/083)

# 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

OR	9a. ORGANIZATION'S NAME	NW1 3 PACK, LLC		
	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

OR	10a. ORGANIZATION'S NAME				
	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)

OR	11a. ORGANIZATION'S NAME				
	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-1 attached hereto.  
 Ogden Portfolio  
 110 Jefferson Avenue, Ogden, Utah 84404  
 2245 South Jefferson Avenue, Ogden, Utah 84401  
 560 27<sup>th</sup> Street, Ogden Utah 84403  
 County: Weber

17. MISCELLANEOUS:

## SCHEDULE A

All of Debtor's right, title and interest in and to the following (collectively, the "Mortgaged Property"):

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

2. 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 the Security Instrument;

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

4. All easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, rights to oil, gas, minerals, coal and other substances of any kind or character, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Mortgaged Property and the Improvements; and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road, highway, alley or avenue, opened, vacated or proposed, in front of or adjoining the Mortgaged Property, 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;

5. All machinery, furniture, furnishings, equipment, computer software and hardware, fixtures (including all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), inventory, materials, supplies and other articles of personal property and accessions thereof, renewals and replacements thereof and substitutions therefor, and other property of every kind and nature, tangible or intangible, owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land or the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements (hereinafter collectively referred to as the "**Equipment**"), including any leases of, deposits in connection with, and proceeds of any sale or transfer of any of the foregoing, and the right, title and interest of Debtor in and to any of the Equipment that may be subject to any "security interest" as defined in the Uniform Commercial Code, as in effect in the State where the Land is located (the "**UCC**"), superior in lien to the lien of the Security Instrument;

6. All awards or payments, including interest thereon, that may heretofore or hereafter be made with respect to the Land or the Improvements, whether from the exercise of the right of eminent domain or condemnation (including any transfer made in lieu of or in

anticipation of the exercise of such right), or for a change of grade, or for any other injury to or decrease in the value of the Land or Improvements;

7. All leases, subleases and other agreements or arrangements heretofore or hereafter entered into affecting the use, enjoyment or occupancy of, or the conduct of any activity upon or in, the Land or the Improvements, including any extensions, renewals, modifications or amendments thereof (hereinafter collectively referred to as the "**Leases**") and all rents, rent equivalents, moneys payable as damages (including payments by reason of the rejection of a Lease in a Bankruptcy Proceeding or in lieu of rent or rent equivalents), royalties (including all oil and gas or other mineral royalties and bonuses), income, fees, receivables, receipts, revenues, deposits (including 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 Debtor or its agents or employees from any and all sources arising from or attributable to the Land and the Improvements, 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 the Land or the Improvements, or rendering of services by Debtor or any of its agents or employees, and proceeds, if any, from business interruption or other loss of income insurance (hereinafter collectively referred to as the "**Rents**"), together with 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;

8. All proceeds of and any unearned premiums on any insurance policies covering the Mortgaged 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 Mortgaged Property;

9. The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Mortgaged Property and to commence any action or proceeding to protect the interest of Mortgagee in the Mortgaged Property;

10. All accounts (including reserve accounts), escrows, documents, instruments, chattel paper, claims, deposits and general intangibles, as the foregoing terms are defined in the UCC, and all franchises, trade names, trademarks, symbols, service marks, books, records, plans, specifications, designs, drawings, surveys, title insurance policies, permits, consents, licenses, management agreements, contract rights (including any contract with any architect or engineer or with any other provider of goods or services for or in connection with any construction, repair or other work upon the Mortgaged Property), approvals, actions, refunds of real estate taxes and assessments (and any other governmental impositions related to the Mortgaged Property) and causes of action that now or hereafter relate to, are derived from or are used in connection with the Mortgaged Property, or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon (hereinafter collectively referred to as the "**Intangibles**"); and

11. All proceeds, products, offspring, rents and profits from any of the foregoing, including those from sale, exchange, transfer, collection, loss, damage, disposition, substitution or replacement of any of the foregoing.

12. Any and all other rights of Debtor in and to the items set forth in Sections (1) through (11) above.

All capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in that certain Deed of Trust, Assignment of Lease and Rents and Security Agreement, dated as of December 9, 2021, from Debtor, as mortgagor, for the benefit of The Bancorp Bank, as mortgagee (the “***Security Instrument***”).

**EXHIBIT A**  
**Legal Description**

**PARCEL 1:**

Part of Lot 1, Block 13, Plat A, Ogden City Survey: Beginning at a point 132 feet West of the Southeast corner of said Lot 1; thence North 95 feet; thence West 15 feet; thence North 10 feet; thence West 100.5 feet; thence South 105 feet; thence East 115.5 feet to the point of beginning.

**PARCEL 1A:**

A non-exclusive perpetual right-of-way in common with others for persons and vehicles for ingress and egress and incidental purposes over the following described property, to-wit: Beginning at a point 95 feet North from the Southeast corner of Lot 1; thence North 10 feet; thence West 147 feet; thence South 10 feet; thence East 147 feet to the point of beginning.

**PARCEL 2:**

Part of Lots 1 and 10, Block 13, Plat A, Ogden City Survey: Beginning at a point 165 feet North from the Southeast corner of said Lot 1 in Jefferson Avenue; and thence 147 feet West to the true point of beginning; thence West 100 feet; thence South 60 feet; thence East 100 feet; thence North 60 feet to the true point of beginning.

**PARCEL 2A:**

A perpetual right-of-way in common with others for persons and vehicles over the following described property, to-wit: Beginning at a point 105 feet North of the Southeast corner of Lot 1; thence West 8 rods 15 feet; thence South 10 feet; thence East 8 rods 15 feet to Jefferson Avenue; thence North along Jefferson Avenue 10 feet to the place of beginning.

**PARCELS 1 AND 2 ALSO DESCRIBED BY SURVEY as follows:**

A parcel of land situate in Lots 1 and 10, Block 13, Plat "A" Ogden City Survey being more particularly described as follows:

Commencing at the Southeast corner of said Block 13, thence North 89°02'42" West 132.92 feet along the South line of Lot 1 to the point of beginning; thence North 89°02'42" West 116.30 feet along the South Line of Lot 1; thence North 00°57'31" East 166.10 feet; thence South 89°01'57" East 101.21 feet; thence South 00°57'40" West 70.46 feet; thence South 89°02'44" East 15.11 feet; thence South 00°57'43" West 95.62 feet to the point of beginning.

**PARCEL 3:**

Part of the Northwest quarter of Section 16, Township 6 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point North 89°02' West 1813.06 feet, South 00°58' West 917.82 feet and South 89°09'45" East 39.29 feet from the Northeast corner of said quarter section, said point is also South 89°09'45" East 39.29 feet from the intersection of the centerline of First Street and Jefferson Avenue; running thence South 89°09'45" East 149.44 feet; thence South 57°08' East 11.16 feet; thence South 21°53' East 102.00 feet; thence North 89°09'45" West to the line of Jefferson Ave; thence North 00°58' East 100.00 feet; thence South 89°09'45" East 9.29 feet to beginning.

**PARCEL 3 ALSO DESCRIBED BY SURVEY as follows:**

A parcel of land situate in the Northwest quarter of Section 16, Township 6 North, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on the East line of Jefferson Avenue, said point being North 89°02' West 1813.06 feet and

South 00°58' West 917.82 feet and South 89°09'45" East 30.00 feet from the Northeast corner of said quarter section, said point is also South 89°09'45" East 30.00 feet from the intersection of the centerline of First Street and Jefferson Avenue and running thence South 88°34'59" East 136.68 feet along the centerline of the existing fence (South 88°33'43" East 136.72 feet per Boundary Line Agreement recorded October 7, 2011 as Entry No. 2544426) and (South 88°33'43" East 133.10 feet per Boundary Line Agreement recorded December 19, 2017 as Entry No. 2895904); thence South 46°40'59" East 30.17 feet along the centerline of the existing fence (South 48°03'21" East 28.96 feet per Boundary Line Agreement recorded October 7, 2011 as Entry No. 2544426) and (South 48°03'21" East 29.02 feet per Boundary Line Agreement recorded December 19, 2017 as Entry No. 2895904); thence South 18°22'01" East 82.86 feet along the centerline of the existing fence (South 48°03'21" East 28.96 feet per Boundary Line Agreement recorded October 7, 2011 as Entry No. 2544426) and (South 18°38'52" East 84.35 feet per Boundary Line Agreement recorded December 19, 2017 as Entry No. 2895904); thence North 89°09'41" West 186.41 feet to the East line of Jefferson Avenue; thence North 00°58'00" East 100.00 feet along the East line of Jefferson Avenue to the point of beginning.

**PARCEL 4:**

Part of Lot 9, Block 41, Plat A, Ogden City Survey: Beginning at the Northwest Corner of said Lot 9, running thence South 89°02' East 212.21 feet along the lot line to a point which is North 89°02' West 119.00 feet from the Northeast Corner of said Lot 9; thence South 3 rods; thence South 89°02' East 119.00 feet to the West line of Jefferson Avenue; thence South 0°58' West 49.71 feet along said West line to a point which is North 0°58' East 33.14 feet from the Southeast Corner of said Lot 9; thence North 89°02' West 151.11 feet; thence South 0°58' West 33.14 feet to the South line of said Lot 9; thence North 89°02' West 181.34 feet along said South line to the Southwest Corner of said Lot 9; thence North 0°58' East 132.56 feet along the West line of said Lot 9 to the point of beginning.

**EXCEPTING THEREFROM the following:**

Part of Lot 9, Block 41, Plat A, Ogden City Survey: Beginning at a point 119 feet West of the Northeast Corner of said Lot 9; running thence West 46 feet; thence South 3 rods; thence East 46 feet; thence North 3 rods to the point of beginning.

**ALSO:**

Including a 2.5 foot strip (vacated Jefferson Avenue Entry No. 2020544) abutting along the East side of said described property.

**PARCEL 4 ALSO DESCRIBED BY SURVEY as follows:**

A parcel of land situate in Lot 9, Block 42, Plat A, Ogden City Survey, being more particularly described as follows:

Beginning at the Northwest corner of said Lot 9, said point being South 00°58'00" West 363.99 feet along the monument line and North 89°02'00" West 47.00 feet and North 89°02'00" West 168.70 feet and North 00°58'00" East 49.49 feet and North 89°02'00" West 166.21 feet from the street monument at 22nd Street and Jefferson Avenue; thence South 89°02'00" East 166.21 feet along the North line of said Lot 9; thence South 00°58'00" West 49.49 feet; thence South 89°02'00" East 168.70 feet to a point on the West line of Jefferson Avenue; thence South 00°58'00" West 49.71 feet along the West line of Jefferson Avenue; thence North 89°02'00" West 153.59 feet; thence South 00°58'00" West 33.28 feet to a point on the South line of said Lot 9; thence North 89°01'44" West 181.31 feet along the South line to the Southwest corner of said Lot 9; thence North 00°57'59" East 132.47 feet along the West line of said Lot 9 to the point of beginning.

Tax Id No.: 01-011-0046, 01-011-0047, 12-029-0066 and 01-035-0050