



W3283326

E# 3283326 PG 1 OF 6
Leann H. Kilts, WEBER COUNTY RECORDER
12-May-23 0401 PM FEE \$40.00 DEP SLV
REC FOR: COTTONWOOD TITLE INSURANCE AGENCY
ELECTRONICALLY RECORDED

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
Terry L. Witcher, Senior Paralegal
McGuireWoods LLP
201 N. Tryon Street, Suite 3000
Charlotte, NC 28202
167597-CAF
17-452-0024

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				
Shiny Shell - Pleasant View, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
3135 S. Richmond Street	Salt Lake City	UT	84106	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				
Fifth Third Bank, National Association				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
3344 Peachtree Road NE, Suite 1000, Maildrop x46306	Atlanta	GA	30326	USA

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

See Annex A attached hereto and incorporated herein by reference. Some or all of the property referred to on Exhibit A is or will become fixtures on the real property described on Exhibit A attached hereto and incorporated herein by 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/Licenser

8. OPTIONAL FILER REFERENCE DATA:

File with: Utah - Weber (4507290-0402)

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 Shiny Shell - Pleasant View, 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):

<p>13. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)</p> <p>15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):</p>	<p>14. This FINANCING STATEMENT: <input type="checkbox"/> covers timber to be cut <input type="checkbox"/> covers as-extracted collateral <input checked="" type="checkbox"/> is filed as a fixture filing</p> <p>16. Description of real estate: See Exhibit A attached hereto and incorporated herein by reference.</p>
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17. MISCELLANEOUS:

Annex A
to
UCC Financing Statement

Debtor: Shiny Shell – Pleasant View, LLC

Secured Party: Fifth Third Bank, National Association

This financing statement covers all right, title and interest that Debtor now has or may later acquire in and to the following (collectively, the “Property”):

(a) LAND. The real property described in Exhibit A attached hereto and made a part hereof (collectively, 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 that may, from time to time, by supplemental mortgage or otherwise, be expressly made subject to the lien of the Deed of Trust;

(c) IMPROVEMENTS. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements, and improvements (including tenant improvements) now or hereafter erected or located on the Land (collectively, the “Improvements” and, together with the Land, collectively, the “Premises”);

(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 reversions 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, rights of dower, 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, appliances, fixtures (including all heating, air conditioning, plumbing, lighting, communications, and elevator fixtures), and furniture, together with all software used in or to operate any of the foregoing, and all 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 all building or construction equipment, materials, and supplies of any nature whatsoever intended for construction, reconstruction, alteration, or repair of (or installation at) the Premises, 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 that may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where such Personal Property is located (as applicable, the “Uniform Commercial Code”), and all proceeds and products of the above;

(f) LEASES AND RENTS. All leases, subleases, subsubleases, lettings, licenses, concessions, or other agreements (whether written or oral) pursuant to which any Person (each, a “Tenant”) is granted a possessory interest in, or right to use or occupy all or any portion of, the Land and the Improvements, and

every modification, amendment, or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements, and every guarantee of the performance and observance of the covenants, conditions, and agreements to be performed and observed by any such Person, heretofore or hereafter entered into, whether before or after the filing by or against Debtor of any petition for relief under any Debtor Relief Laws (collectively, the "Leases") and all right, title, and interest of Debtor (and its successors and assigns) therein and thereunder, including cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, royalties (including all oil and gas or other mineral royalties and bonuses), income, 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 Property, 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 property or rendering of services by Debtor and proceeds, if any, from business interruption or other loss of income insurance whether paid or accruing before or after the filing by or against Debtor of any petition for relief under any Debtor Relief Laws (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;

(g) INSURANCE PROCEEDS. All insurance proceeds in respect of the Property under any insurance policies covering any of the Property, whether or not such insurance policies are required by Beneficiary, together with any interest thereon, and including the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property (collectively, the "Insurance Proceeds");

(h) CONDEMNATION AWARDS. All condemnation awards, awards of damages (including severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of condemnation, or other compensation, including interest thereon, that may heretofore or hereafter be made with respect to the Property (each, a "Condemnation Award") by reason of any taking or condemnation, whether from the exercise of the right of eminent domain (including 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, whether temporary or permanent, by any Governmental Authority or any other Person acting under or for the benefit of a Governmental Authority (each, a "Condemnation");

(i) TAX CERTIORARI. All refunds, rebates or credits in connection with 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) 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 Beneficiary in the Property;

(k) AGREEMENTS. All 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 any business or activity conducted on the Land and any part thereof and all right, title and interest of Debtor therein and thereunder, including the right, upon the happening of any Event of Default hereunder, to receive and collect any sums payable to Debtor thereunder (collectively, the "Contracts");

(l) INTANGIBLES. All tradenames, 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;

(m) ACCOUNTS. All reserves, escrows and deposit accounts maintained by Debtor with respect to the Property, including 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;

(n) INTEREST RATE HEDGING AGREEMENTS. The Rate Management Agreements, including, but not limited to, all "accounts", "chattel paper", "general intangibles" and "investment property" (as such terms are defined in the Uniform Commercial Code) constituting or relating to the foregoing;

(o) PROCEEDS. All proceeds of any of the foregoing items set forth in subsections (a) through (n) including Insurance Proceeds and Condemnation Awards, into cash or liquidation claims; 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 that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of May 11, 2023 (the "Deed of Trust") given by Debtor in favor of Fifth Third Bank, National Association, securing a maximum amount of up to \$35,000,000 and covering the estate of Debtor in the Land and the Improvements.

Exhibit A
to
UCC Financing Statement

Legal Description

Parcel 1:

Lot 1, BAILEY'S 2700 NORTH P.U.D., according to the official plat thereof recorded December 9, 2022 as Entry No. 3266399 in Book 94 at Page 82 in the office of the Weber County Recorder.

Parcel 1A:

A nonexclusive easement for ingress and egress as set forth and disclosed in that certain Declaration of Covenants, Conditions, Restrictions and Easements for Bailey's 2700 North PUD recorded December 19, 2022 as Entry No. 3267535 in the office of the Weber County Recorder.

Tax Parcel Number: 17-452-0024

Property Address: 390 W 2700 N, Pleasant View, UT 84404