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RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
12/17/2021 4:29:00 PM  
FEE \$40.00 Pgs: 6  
DEP eCASH REC'D FOR COTTONWOOD TITLE

**UCC FINANCING STATEMENT**  
FOLLOW INSTRUCTIONS

10-028-0039

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
<input type="checkbox"/> POLSINELLI 900 W. 48 <sup>th</sup> Place, Suite 900 Kansas City, MO 64112 Attn: Marla R. Bell, Esq.

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					
FOX CREEK MANAGEMENT, LLC					
OR	1b INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
11043 Olinda Street		Sun Valley	CA	91352	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					
RREF IV - D DIRECT LENDING INVESTMENTS, LLC					
OR	3b INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
c/o Rialto Capital Management, LLC, 600 Madison Avenue, 12th Floor		New York	NY	10022	USA

4. COLLATERAL: This financing statement covers the following collateral

All fixtures, assets and personal property of the Debtor, whether now owned or hereafter acquired including without limitation the property described in the Schedule of Collateral attached hereto and incorporated herein by reference, and all products and proceeds thereof and additions and accessions thereto.

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:

Rialto - Fox Creek / File No.: 101037-703935      TO BE FILED IN DAVIS COUNTY, UTAH

International Association of Commercial Administrators (IACA)

### 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 <b>FOX CREEK MANAGEMENT, LLC</b>	
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)				
10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY USA

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 USA

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)	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
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:  Please see Exhibit "A" attached hereto and made a part hereof.

17. MISCELLANEOUS:

Rialto - Fox Creek / File No.: 101037-703935

TO BE FILED IN DAVIS COUNTY, UTAH

International Association of Commercial Administrators (IACA)

## SCHEDULE OF COLLATERAL

**FOX CREEK MANAGEMENT, LLC, a Delaware limited liability company, as Debtor  
and  
RREF IV – D DIRECT LENDING INVESTMENTS, LLC, a Delaware limited liability  
company  
as Secured Party**

Debtor does hereby irrevocably mortgage, grant, bargain, sell, pledge, assign, warrant, transfer, convey and grant a security interest to Secured Party and its successors assigns, the following property, rights, interests, and estates now owned or hereafter acquired by 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 deed of trust or otherwise be expressly made subject to the lien of the Deed of Trust and Security Agreement from Debtor in favor of Secured Party (the "**Security Instrument**");

(c) Improvements. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, 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, permits, licenses, 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, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures, inventory and goods) 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 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 or States 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, whether or not in writing, affecting the use, enjoyment or occupancy of the Land and/or the Improvements heretofore or hereafter entered into and all extensions, amendments, modifications or other agreements relating thereto, whether before or after the filing by or against Debtor of any petition for relief under Title 11 U.S.C.A. § 101 et seq. and the regulations adopted and promulgated thereto (as the same may be amended from time to time, the "**Bankruptcy Code**") (the "**Leases**") 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 or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, payments in connection with any termination, cancellation or surrender of any Lease, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and/or the Improvements whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code and all proceeds from the sale or other disposition of the Leases (the "**Rents**") and the right to receive and apply the Rents to the payment of the debt;

(g) Condemnation Awards. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property by reason of any taking or condemnation, whether from the exercise of the right of eminent domain (including, but not limited, to 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;

(h) 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;

(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 Lender in the Property;

(l) 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, without limitation, the right, upon the happening of any default hereunder, 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;

(n) Accounts. All accounts, account collateral, other reserves, escrows and deposit accounts maintained by Debtor with respect to the Property including, without limitation, any cash management account and the Property account[s], and all complete securities, investments, property and financial assets held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof;

(o) Interest Rate Cap Agreement. All interest rate cap agreements, swaps or other interest hedging agreements now or hereafter executed with respect to the Loan or to guard against interest rate exposure in connection with the subject loan, if any, together with any amendments, additions or supplements thereto, and all claims of Debtor for breach by the counterparty thereunder of any covenant, agreement, representation or warranty contained therein;

(p) Causes of Action. All causes of action and claims (including, without limitation, all causes of action or claims arising in tort, by contract, by fraud or by concealment of material fact) against any person or entity for damages or injury to the Property or in connection with any transactions financed in whole or in part by the proceeds of the subject loan ("**Cause of Action**"); and

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

EXHIBIT A  
LEGAL DESCRIPTION

A part of the Northeast quarter of Section 17, Township 4 North, Range 1 West, Salt Lake Base and Meridian; U.S. Survey:

Beginning at the Southwest corner of MEADOWBROOK HOLLOW PLAT "B", Layton City, Davis County, Utah, said point being 709.93 feet South  $89^{\circ}52'30''$  West and 854.04 feet South  $0^{\circ}07'30''$  East and 656.56 feet South  $0^{\circ}09'12''$  West from the Northeast corner of said Section 17; and running thence South  $0^{\circ}09'12''$  West 70.00 feet; thence South  $89^{\circ}50'48''$  East 30.00 feet; thence South  $0^{\circ}09'12''$  West 360.47 feet; thence North  $89^{\circ}50'48''$  West 592.47 feet to the East line of 400 West Street; thence North  $0^{\circ}08'48''$  East 588.68 feet along said East line; thence North  $89^{\circ}46'12''$  East 461.67 feet; thence South  $0^{\circ}09'12''$  West 161.31 feet; thence South  $89^{\circ}50'48''$  East 100.88 feet to the point of beginning.