

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional) Alan S. Cohen, Esq.	
B. E-MAIL CONTACT AT SUBMITTER (optional)	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Akerman LLP 1251 Avenue of the Americas, 37th Floor New York, NY 10020 Attn: Alan S. Cohen, Esq. <i>179709-MCAL</i>	
SEE BELOW FOR SECURED PARTY CONTACT INFORMATION	

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 THE SPRINGS AT COYOTE RIDGE D1, LLC						
OR	1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS c/o Thrive Development, 7585 S. Union Park Avenue			CITY Salt Lake City	STATE UT	POSTAL CODE 84047	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						
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 GREYSTONE SERVICING COMPANY LLC						
OR	3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS 419 Belle Aire Lane			CITY Warrenton	STATE VA	POSTAL CODE 20186	COUNTRY

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

See Schedule A attached hereto and made a part hereof.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative			
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility		6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licenser			
8. OPTIONAL FILER REFERENCE DATA: # 00436233 - To be recorded with the County Clerk of Wasatch 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

THE SPRINGS AT COYOTE RIDGE D1, LLC

OR 9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

Reset

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

Salt Lake City

STATE

UT

POSTAL CODE

84047

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

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):

c/o Thrive Development
7585 S. Union Park Avenue, Suite 200
Salt Lake City, UT 84047

16. Description of real estate:

See Exhibit A attached hereto and made a part hereof.

212 E. 1720 N
Heber City, Utah 84032

Tax ID Nos.: 00-0021-6928 through 00-0021-6941,
00-0021-6943, 00-0021-6944, 00-0021-6945 through
00-0021-6971, 00-0021-8078 through 00-0021-8103,
00-0021-8104 through 00-0021-8117 and 00-0021-8119 through
00-0021-8132

17. MISCELLANEOUS:

SCHEDULE A TO UCC-1

DEBTOR: **THE SPRINGS AT COYOTE RIDGE D1, LLC**, a Delaware limited liability company

SECURED PARTY: **GREYSTONE SERVICING COMPANY LLC**, a Delaware limited liability company

COLLATERAL COVERED: The real property described in **Exhibit A** attached hereto and made a part hereof (the "**Premises**").

TOGETHER WITH ALL, rights, title 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 in the Land and development rights hereafter acquired by Debtor for use in connection with the Land are expressly made subject to the lien of this Deed of Trust, 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 this Deed of Trust;

(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, 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, 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) Equipment. All "equipment," as such term is defined in Article 9 of the Uniform Commercial Code (as hereinafter defined), now owned or hereafter acquired by Debtor, which is used at or in connection with the Improvements or the Land or is located thereon or therein (including, but not limited to, all machinery, equipment, furnishings, and electronic data-processing and other office equipment now owned or hereafter acquired by Debtor and any and all additions, substitutions and replacements of any of the foregoing), together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto (collectively, the "**Equipment**"). Notwithstanding the foregoing, Equipment shall not include any property belonging to tenants under leases except to the extent that Debtor shall have any right or interest therein;

(f) Fixtures. All Equipment now owned, or the ownership of which is hereafter acquired, by Debtor which is so related to the Land and Improvements forming part of the Property that it is deemed fixtures or real property under the law of the particular state in which the Equipment is located, including, without limitation, all building or construction materials intended for construction, reconstruction, alteration or repair of or installation on the Property, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements or the Land, including, but not limited to, engines, devices for the operation of pumps, pipes, plumbing, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Debtor's interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof (collectively, the "**Fixtures**"). Notwithstanding the foregoing, "Fixtures" shall not include any property which tenants are entitled to remove pursuant to leases except to the extent that Debtor shall have any right or interest therein;

(g) Personal Property. All furniture, inventory, furnishings, objects of art, machinery, goods, tools, supplies, appliances, general intangibles, contract rights, accounts, accounts receivable, franchises, licenses, certificates and permits, and all other personal property of any kind or character whatsoever as defined in and subject to the provisions of the Uniform Commercial Code, whether tangible or intangible, other than Fixtures, which are now or hereafter owned by Debtor and which are located within or about the Land and the Improvements, together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof (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**"), superior in lien to the lien of this Deed of Trust and all proceeds and products of the above;

(h) Leases and Rents. All leases, subleases or subsubleases, lettings, licenses, rentals, tenancies, rights to occupy, rights of entry, concessions or other agreements (whether written or oral) pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of the Land and the Improvements, and every renewal, 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 the other party thereto, heretofore or hereafter entered into, including a guaranty of any such lease (collectively, the "**Leases**"), whether before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees

of their obligations thereunder and all rents, additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements whether paid, collected or accruing before or after the occurrence of an Event of Default or 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;

(i) 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, but not limited to, any transfer made in lieu of, under threat 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;

(j) Insurance Proceeds. All proceeds of and any unearned premium in respect of the Property under 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 loss, injury or damage to the Property as set forth in the Loan Agreement;

(k) Tax Appeals. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax appeals or any applications or proceedings for reduction;

(l) 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;

(m) 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 as permitted in the Loan Agreement;

(n) Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents of any nature whatsoever, now or hereafter obtained or 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 an Event of Default, to receive and collect any sums payable to Debtor thereunder;

(o) Intangibles. All trade names, trademarks, service marks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

(p) Accounts. All reserves, escrows and deposit accounts maintained by and/or established for the benefit of Debtor with respect to the Property, including, without limitation all accounts established or maintained pursuant to the Cash Management Agreement, the Clearing Account Agreement or any other Loan Document; 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 and/or substitutions thereon and thereof (collectively, the “**Accounts**”);

(q) Documents, Instruments, Chattel Paper and Intangibles. All “documents”, “instruments”, “chattel paper” and “intangibles”, as the foregoing terms are defined in the Uniform Commercial Code, in each case and “general intangibles”, “payment intangibles”, “letter of credit rights”, “supporting obligations” and “commercial tort claims” relating to the Property;

(r) Interest Rate Cap Agreement. All right, title, interest and claim of Debtor in, to, under or pursuant to any interest rate cap confirmation purchased by Debtor pursuant to the terms of the Loan Documents (the “**Confirmation**”), the corresponding interest rate cap agreement relating thereto (the “**Rate Agreement**”), and in, to, under or pursuant to any and all amendments, supplements and additions thereto (the Confirmation and the Rate Agreement, together with any amendments, additions or supplements thereto being hereinafter collectively referred to as the “**Cap Agreement**”), all claims of Debtor for breach by any counterparty of any covenant, agreement, representation or warranty contained in the Cap Agreement;

(s) Proceeds. All proceeds of any of the foregoing, including, without limitation, proceeds of insurance and condemnation awards, whether in the form of cash, liquidation claims or otherwise; and

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

Capitalized terms used and not otherwise defined in this Schedule A to UCC-1 shall have the meanings ascribed thereto in the Deed of Trust and, if not defined therein, the meanings set forth in the Loan Agreement.

EXHIBIT A

(Legal Description)

PARCEL 1:

All of Lots 195 through 208, inclusive, and Parcel D, and Parcel G, and Private Lane 1720 North, of THE SPRINGS AT COYOTE RIDGE PHASE 1, according to the official plat thereof as recorded in the office of the Wasatch County Recorder on December 23, 2021 as Entry No. 512745 in Book 1391 at Page 66.

PARCEL 2:

All of Lots 156 through 180, inclusive, and Parcel A, and Parcel B, and Private Lane 260 East and Private Lane 1610 North, of THE SPRINGS AT COYOTE RIDGE PHASE 2, according to the official plat thereof as recorded in the office of the Wasatch County Recorder on December 23, 2021 as Entry No. 512746 in Book 1391 at Page 68.

PARCEL 3:

Lots 130 through 155, inclusive, and Parcel A, and Parcel B, and Parcel C, and Private Lane 170 East, and Private Lane 1610 North, of THE SPRINGS AT COYOTE RIDGE PHASE 3, according to the official plat thereof as recorded in the office of the Wasatch County Recorder on October 3, 2022 as Entry No. 525417 in Book 1425 at Page 63.

PARCEL 4:

Lots 101 through 114, inclusive, and Lots 116 through 129, inclusive, and Parcel A, and Parcel B, and Private Lane 130 East, and Private Lane 1610 North, of THE SPRINGS AT COYOTE RIDGE PHASE 4, according to the official plat thereof as recorded in the office of the Wasatch County Recorder on October 3, 2022 as Entry No. 525418 in Book 1425 at Page 64.

PARCEL 5:

The right and nonexclusive license for the use and enjoyment of the Common Areas and Facilities, as provided for under the Master Declaration of Covenants, Conditions, and Restrictions, And Reservation Of Easements For The Springs At Coyote Ridge recorded December 23, 2021 as Entry No. 512748 in Book 1391 at Page 84 in the office of the County Recorder of Wasatch County, Utah.

Tax Id 00-0021-6928 through 00-0021-6941, 00-0021-6943, 00-0021-6944, 00-0021-6945 through
No.: 00-0021-6971, 00-0021-8078 through 00-0021-8103, 00-0021-8104 through 00-0021-8117
 and 00-0021-8119 through 00-0021-8132