

**UCC FINANCING STATEMENT**  
 FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Thomas G. Bagley Jr.</b>
B. E-MAIL CONTACT AT FILER (optional) <b>tbagley@hbaa.law</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <b>Hansen Black Anderson Ashcraft PLLC          Attn: Thomas G. Bagley Jr.          3051 West Maple Loop Drive, Suite 325          Lehi, Utah 84043</b>

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>Hérons Landing, LLC</b>				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS <b>4212 West Rail Trail Lane</b>		CITY <b>Riverton</b>	STATE <b>UT</b>	POSTAL CODE <b>84096</b>
			COUNTRY <b>USA</b>	

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>Cambia Investments, LLC</b>				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS <b>3135 Richmond Street</b>		CITY <b>Salt Lake City</b>	STATE <b>UT</b>	POSTAL CODE <b>84106</b>
			COUNTRY <b>USA</b>	

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

**All of Debtor's personalty, equipment, fixtures, general intangibles, accounts, inventory, chattel paper, documents, instruments, and other property located on or used in the operation of the real property described in Exhibit A, together with all rents, profits, proceeds and income now or hereafter derived from said personal and real property.**

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/Licensor	
8. OPTIONAL FILER REFERENCE DATA:	

**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>Hérons Landing, 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)				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.**

17. MISCELLANEOUS:

Exhibit A to UCC-1 Financing Statement

## [Description of Collateral]

All of Debtors right, title and interest, if any, in the following described collateral:

All buildings, structures and other improvements and tenements of any nature now or hereafter located on that certain real property (the **Real Property**) located in Utah County, Utah, as more particularly described in a Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing of even date herewith between, among others, Debtor and Secured Party (**Improvements**);

All fixtures, machinery, equipment, mobile homes, trailers, furniture, furnishings, building materials, appliances, apparatus, communications and utility systems and facilities, landscaping and goods, articles and accessions of property of every nature now or hereafter located in or on, or used or adapted for use or intended to be used or adapted to be used in connection with the ownership, development, operation or maintenance of the Real Property and the Improvements, not physically affixed to the Real Property and Improvements (whether such items are leased, owned or subject to any title-retaining or security instrument); all heating, cooling, air-conditioning, ventilating, refrigerating, plumbing, generating, power, lighting, laundry, maintenance, incinerating, lifting, cleaning, fire prevention and extinguishing, security and access control, cooking, gas, electric and communication fixtures, equipment and apparatus; all engines, motors, conduits, pipes, pumps, tanks, ducts, compressors, boilers, water heaters and furnaces; all ranges, stoves, disposals, refrigerators and other appliances; all escalators and elevators, baths, sinks, cabinets, partitions, mantels, built-in mirrors, window shades, blinds, screens, awnings, storm doors, windows and sashes; all carpeting, underpadding, floor covering, paneling, and draperies; all furnishings of public spaces, halls and lobbies; and all shrubbery and plants;

All rents, issues, profits, income, royalties, fees, proceeds from any sale, leasing, refinancing, condemnation (temporary or permanent) or other disposition of all or any portion of or interest in the Property (as defined below) and other proceeds and revenues of any nature of, from or relating to the Property or any business conducted thereon, including those now due, past due and to become due (collectively, **Revenues**);

All existing and future leases (including oil and gas leases), subleases, tenancies, occupancy agreements, licenses and other agreements for the use or occupancy of all or any portion of or interest in the Real Property, whether written or oral, and any guarantees thereof, together with any and all extensions, modifications, amendments, assignments and renewals thereof, and all cash, letters of credit, security deposits, or other security to secure performance by the lessees or tenants of their obligations thereunder, whether such cash or security is to be held until the expiration of the terms of such leases or applied to one or more of the installments of rent coming due prior to the expiration of the term thereof (collectively, the **Leases**);

All existing and future real estate purchase agreements and other agreements for the sale of all or any portion of or interest in the Real Property, together with any and all extensions, modifications, amendments, assignments and renewals thereof, and all cash or other earnest money deposited to secure performance by the purchaser of their obligations thereunder, whether such cash or security is to be held until the closing of such transactions or released prior to the closing of such transaction (collectively, the **Purchase Agreements**);

All insurance and insurance policies insuring the Real Property or any activity thereon or part thereof or interest therein (including fire and extended coverage, public liability, workers compensation, builders risk, flood, and earthquake insurance policies, if any) and all proceeds of such insurance policies; all claims, awards, damages, causes of action, actions, judgments, recoveries, compensation, awards and proceeds arising on account of injury or damage to or taking of all or any part of the Real Property or for any loss or diminution in value of the Property; all advance payments of insurance premiums made by Debtor with respect to the Property; all deposits made with or other security given by Debtor to governmental authorities, utility companies and other third parties with respect to the Property; all claims or demands

with respect to such deposits or security; and all right to refunds or rebates of any such insurance premiums or deposits, taxes or assessments on the Property;

All licenses, approvals, and permits, including land use, zoning, subdivision, and/or site plan applications and approvals, conditional use permits, building permits, etc. submitted to, approved by, or issued from any governing governmental authority having jurisdiction over the Real Property (collectively, the **Permits**), contracts, management contracts or agreements, franchise agreements, building, occupancy and other governmental and non-governmental permits, authorizations, consents and certificates acquired or used in connection with the construction, use, ownership, operation, occupancy, maintenance, repair, improvement or development of, or conduct of business on, the Real Property;

Any and all contracts, architectural and engineering agreements, management agreements, construction contracts, construction guarantees and warranties, material supply contracts, contracts with consultants, engineers, surveyors, appraisers, and other professionals related to the performance of any surveys, studies, reports, management, and services pertaining to the Real Property, including all performance, payment, completion and other surety bonds (**Property Contracts**);

All of Debtors assets, including, without limitation, tangible and intangible personal property now or hereafter used, acquired in connection with or in any way arising out of or related to the ownership, development, operation or maintenance of the Real Property and the Improvements, including, without limitation, all furniture, furnishings, equipment, supplies, inventory and other goods, wherever located, whether in the possession of Debtor, warehousemen, bailee or any other person; all permits, licenses, franchises and trade names; all site plans, plats, architectural plans, specifications, work drawings, surveys, engineering reports, topographical studies, test borings, market surveys, and other similar work products; all contract rights and all claims, causes of action, warranties, accounts receivable, escrow accounts, insurance policies, deposits (including tax, insurance and other reserves), instruments, documents of title, general intangibles and business records, and all other personal property, whether tangible or intangible, wherever located and used or to be used in any way in connection with, or in any way relating to, the Real Property or the construction, ownership, use, management, operation, occupancy, leasing, maintenance, repair, improvement, or development of, or conduct of business on, the Real Property, whether now owned or hereafter acquired or created (including, books and records, equipment, inventory, goods, documents, instruments, general intangibles, chattel paper, accounts, accounts receivable, deposit accounts, and contract rights, as all such terms are used in the Utah Uniform Commercial Code) (collectively, **Personal Property**);

All warranties, guarantees, and, to the extent assumed by Borrower, service contracts and other agreements, relating to the operation of the Real Property and the Personal Property (the **Service Contracts**);

The right to use any trade name now used in connection with the Real Property and phone numbers used by Borrower in connection with the Real Property;

All present and future monetary deposits given to any public or private utility with respect to utility services furnished to the Real Property or the Improvements;

All supplements, modifications and amendments to any of the foregoing; all substitutions, replacements, additions, and accessions to any and all of the foregoing; any of the foregoing hereafter acquired by Debtor;

Any and all interests, stock, shares, or membership in any community association, water or canal company, or any other entity in which Debtor owns or holds an interest as a result of its ownership of the Real Property; and

All proceeds (including claims and demands therefor) of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, the insurance proceeds and condemnation awards, and all proceeds of all of the foregoing.

The Real Property and all of the items described in the preceding paragraphs above are hereinafter referred to collectively as the **Property**.

**EXHIBIT A**  
Legal Description

The land hereinafter referred to is situated in the City of Provo, County of Utah, State of UT, and is described as follows:

**Heron's Landing Plat 'A' – Combined 21:051:0036 and 21-052-0063**

Beginning at a point on the Southerly Right-of-Way Line of 1560 South Street, said point being North 89°46'32" East 210.11 feet and South 1,571.74 feet from the Northwest Corner of Section 13, Township 7 South, Range 2 East, Salt Lake Base and Meridian; and running thence North 89°44'57" East 206.99 feet along said Southerly Right-of-Way Line; thence South 00°27'36" West 1,094.16 feet; thence South 89°44'57" West 211.00 feet; thence South 89°44'57" West 211.00 feet; thence South 00°27'36" West 13.55 feet to the Northerly Right-of-Way Line of Lakeview Parkway; thence Northwesterly 420.51 feet along the arc of a 1,115.00 foot radius curve to the left (center bears South 33°26'00" West and the chord bears North 67°22'16" West 418.03 feet with a central angle of 21°36'31") along said Northerly Right-of-Way Line; thence North 30°00'00" West 66.07 feet; thence North 01°00'00" East 678.84 feet; thence South 87°55'40" East 31.51 feet; thence North 00°39'33" East 211.70 feet to said Southerly Right-of-Way Line of 1560 South Street; thence North 89°57'00" East 236.01 feet along said Southerly Right-of-Way Line; thence South 00°22'30" West 347.32 feet; thence South 89°37'30" East 150.00 feet; thence North 00°22'30" East 348.44 feet to the point of beginning.

Also:

BEGINNING at a point on a fence corner, which point is on the South boundary of 1560 South Street, Provo, Utah, which point is East along the Section line 200.95 feet and South 1571.71 feet and East 218.05 feet from the Northwest corner of Section 13, Township 7 South, Range 2 East, Salt Lake Base and Meridian; thence North 89°57' East along the fence line and South boundary of 1560 South Street 100 feet; thence South 00°22'30" West 436 feet; thence South 89°57' West 100 feet to a fence line; thence North 01°00'54" East along fence line 436 feet to the point of beginning.

Parcel Identification No. 21-052-0010.

Also:

BEGINNING at a point on a fence corner, which point is on the South boundary of 1560 South Street, Provo, Utah, which point is East along the Section line 200.95 feet and South 1571.71 feet and East 218.05 feet and South 01°00'54" West 436 feet from the Northwest corner of Section 13, Township 7 South, Range 2 East, Salt Lake Base and Meridian; thence North 89°57'00" East 100 feet; thence South 00°22'30" West 971 feet; thence North 89°37'30" West 325.08 feet to a point on a fence line; thence North 00°48'37" East along a fence line 310.69 feet to a fence corner; thence East along a fence line 210.50 feet to a fence corner; thence North 01°00'54" East along a fence line 658.27 feet to the point of beginning.

Less and Excepting therefrom any portion of the described parcel which may lie West of the following line, as contained in that certain Boundary Line Agreement recorded September 13, 2006, as Entry No. 120411:2006, of Official Records. Said Line described as follows:

Beginning at a fence corner on the South side of 1560 South Street, Provo, Utah, which point is East 207.10 feet and South 1571.19 feet from the Northwest corner of Section 13, Township 7 South, Range 2 East, Salt Lake Base and Meridian (basis of bearing, Utah State Plane Coordinate System, Bearing of Section Lines - Section Line bears N89°46'31"E); thence South 00°29'40" West 1590.42 feet along a fence line.

Also less and excepting the following parcel deeded to Provo City, in Warranty Deed Recorded October 17, 2013, as Entry No. 97455:2013, and described as follows:

A Parcel of Land in Fee for the Provo City West Side Connector known as Project No. F-LC49(129), being part of an entire tract of property situate in Lot 1 of Section 13, T.7S., R.2E., SLB&M. The Boundaries of said parcel of land are described as follows:

Beginning at the Southeast corner of said entire tract, at a point 200.95 feet East along the Section Line and 1571.71 feet South and 218.05 feet East and 436.00 feet S.01°00'54"W and 104.87 feet (record 100.00 feet) N.89°57'00"E. and 971.00 feet S.00°22'30"W. from the Northwest corner of said Section 13; and running thence N.89°37'30"W. 226.02 feet along the southerly boundary line of said entire tract to a point 90.00 feet perpendicularly distant Southwesterly from the right of way control line of said Provo City Westside Connector opposite approximate Engineers Station 258+95.32; thence N.46°05'32"W. 78.03 feet parallel with said right of way control line to the point of tangency of a 950.00-foot radius curve to the left; thence Northwesterly 58.12 feet along the arc of said curve, concentric with said right of way control line (chord bears N.47°50'41" W. 58.11 feet) to the westerly boundary line of said entire tract and a boundary line agreement recorded

as Entry No. 120411:2006; thence N.00°43'08"E. 204.44 feet along said westerly boundary line to a point 75.00 feet radially distant northeasterly from said right of way control line opposite approximate Engineers Station 256+31.62; thence Southeasterly 199.06 feet along the arc of a 1115.00-foot radius non-tangent curve to the right, concentric with said control line, (chord bears S.51°12'24"E. 198.79 feet); thence S.46°05'32"E. 233.04 feet parallel with said right of way control line to the easterly boundary line of said entire tract, at a point 75.00 feet perpendicularly distant northeasterly from said right of way control line opposite approximate Engineers Station 260+50.32; thence S.00°22'30"W. 12.86 feet to the point of beginning.

Also less and excepting the following parcel deeded to Provo City, in Warranty Deed Recorded October 17, 2013, as Entry No. 97456:2013, and described as follows:

A Parcel of Land in Fee incident to the construction of the Provo City West Side Connector known as Project No. F-LC49(129), being part of an entire tract of property situate in Lot 1 of Section 13, T.7S., R.2E., SLB&M. The Boundaries of said parcel of land are described as follows:

Beginning at the intersection of the southerly boundary line of said entire tract and the southwesterly highway right of way and limited-access line of said project, at a point 90.00 feet perpendicularly distant southwesterly from the right of way control line of said Provo City Westside Connector opposite approximate Engineers Station 258+95.32, which point is 200.95 feet East along the Section Line and 1571.71 feet South and 218.05 feet East and 436.00 feet S. 01°00'54" W. and 104.87 feet (Record 100.00 feet) N. 89°57'00" E. and 971.00 feet S.00°22'30"W. and 226.02 feet N.89°37'30"W. from the Northwest corner of said Section 13; and running thence N. 89°37'30"W. 100.46 feet along said southerly boundary line to the Westerly boundary line of said entire tract; thence N.00°43'08"E. 92.46 feet along said westerly boundary line to a point 90.00 feet radially distant southwesterly from said right of way control line opposite approximate Engineers Station 257+53.67; thence Southeasterly 58.12 feet along the arc of a 950.00-foot radius non-tangent curve to the right, concentric with said right of way control line (chord bears S.47°50'41"E. 58.11 feet); thence S.46°05'32" E. 78.03 feet parallel with said right of way control line to the point of beginning.

Parcel Identification No. 21-051-0031

APN: 21:051:0031  
 APN: 21-051-0036  
 APN: 21-052-0010  
 APN: 21-052-0063

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Thomas G. Bagley Jr.</b>
B. E-MAIL CONTACT AT FILER (optional) <b>tbagley@hbaa.law</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <b>Hansen Black Anderson Ashcraft PLLC Attn: Thomas G. Bagley Jr. 3051 West Maple Loop Drive, Suite 325 Lehi, Utah 84043</b>

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					
OR	1b. INDIVIDUAL'S SURNAME <b>Matthews</b>		FIRST PERSONAL NAME <b>Don</b>	ADDITIONAL NAME(S)/INITIAL(S) <b>A.</b>	SUFFIX
1c. MAILING ADDRESS <b>5459 West Aurora Vista Drive</b>		CITY <b>Herriman</b>	STATE <b>UT</b>	POSTAL CODE <b>84096</b>	COUNTRY <b>USA</b>

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>Cambia Investments, LLC</b>					
OR	3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS <b>3135 South Richmond Street</b>		CITY <b>Salt Lake City</b>	STATE <b>UT</b>	POSTAL CODE <b>84106</b>	COUNTRY <b>USA</b>

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

**A 100% membership interest in Herons Landing, LLC, a Utah limited liability company, now owned by Debtor, including all substitutions for, additions to, and proceeds and products thereof.**

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: