13206082 2/28/2020 4:14:00 PM \$40.00 Book - 10903 Pg - 6680-6683 **RASHELLE HOBBS** Recorder, Salt Lake County, UT **COTTONWOOD TITLE** UCC FINANCING STATEMENT BY: eCASH, DEPUTY - EF 4 P. **FOLLOW INSTRUCTIONS** A. NAME & PHONE OF CONTACT AT FILER (optional) B. E-MAIL CONTACT AT FILER (optional) C. SEND ACKNOWLEDGMENT TO: (Name and Address) PCCP Credit VIII Lender, LLC c/o PCCP, LLC 10100 Santa Monica Blvd., Suite 1000 Los Angeles, California 90067 Attn: Servicing THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY 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 MIDVALE CREEKVIEW BORROWER, LLC OF SUFFIX ADDITIONAL NAME(S)/INITIAL(S) 1b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME COUNTRY POSTAL CODE STATE 1c. MAILING ADDRESS CITY 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 SUFFIX ADDITIONAL NAME(S)/INITIAL(S) 2b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME STATE POSTAL CODE COUNTRY CITY 2c. MAILING ADDRESS 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 PCCP CREDIT VIII LENDER, LLC, as Agent FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX 3b. INDIVIDUAL'S SURNAME COUNTRY 3c. MAILING ADDRESS POSTAL CODE 90067 USA CA 10100 Santa Monica Blvd., Suite 1000 Los Angeles

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

See Addenda (Addendum Exhibit A, personal property collateral, and Addendum Exhibit B, location of personal property collateral) attached hereto and made a part hereof by this reference.

This UCC Financing Statement is to be recorded in the real estate records of Salt Lake County, Utah.

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instru	uctions)	being administered by a Dece	edent's Personal Representative
6a. Check only if applicable and check only one box:		6b. Check only if applicable a	nd check <u>only</u> one box:
Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting	g Utility	Agricultural Lien	Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor] Seller/Buye	er Bailee/Bailor	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 MIDVALE CREEKVIEW BORROWER, 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 OF 10b. INDIVIDUAL'S SURNAME INDIVIDUAL'S FIRST PERSONAL NAME SUFFIX INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) STATE POSTAL CODE COUNTRY 10c. MAILING ADDRESS CITY ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b) ADDITIONAL SECURED PARTY'S NAME OF 11a. ORGANIZATION'S NAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX 11b. INDIVIDUAL'S SURNAME STATE POSTAL CODE COUNTRY CITY 11c. MAILING ADDRESS 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 16. Description of real estate: (if Debtor does not have a record interest): See Addendum Exhibit B attached hereto and made a part hereof by this reference.

17. MISCELLANEOUS:

ADDENDUM EXHIBIT "A"

Attached to that certain UCC-1 Financing Statement by MIDVALE CREEKVIEW BORROWER, LLC, a Delaware limited liability company ("**Debtor**") and made a part hereof by this reference.

DESCRIPTION OF PERSONAL PROPERTY COLLATERAL

(Pursuant to Item #4)

All goods, building and other materials, supplies, work in process, equipment, machinery, fixtures, furniture, furnishings, signs and other personal property, embedded software therein, wherever situated, which are or are to be incorporated into, used in connection with, or appropriated for use on (i) the real property described on Exhibit B attached hereto and incorporated by reference herein (to the extent that the same are not effectively made a part of such the real property pursuant to the deed of trust dated February 28, 2020 executed by Debtor in favor of Secured Party ("Deed of Trust") or (ii) all buildings, other improvements and fixtures now or hereafter located therein (collectively with such real property, "Property"); all after acquired title, and all right, title, interest and privileges of Debtor in and to all streets, ways, roads and alleys used in connection with or pertaining to such real property, and together with all development rights or credits, air rights, water, water rights and water stock related to such real property, and all minerals, oil and gas, and other hydrocarbon substances in, on or under the real property, and all appurtenances, easements, rights and rights of way appurtenant or related thereto; all buildings, other improvements and fixtures now or hereafter located on the real property, including, but not limited to, all apparatus, equipment, and appliances used in the operation or occupancy of the real property, it being intended by the parties that all such items shall be conclusively considered to be a part of the real property, whether or not attached or affixed to the real property; together with all rents, issues, deposits and profits of the Property (to the extent, if any, they are not subject to Article 3 of the Deed of Trust); all inventory, accounts, cash receipts, deposit accounts, accounts receivable, contract rights, general intangibles, chattel paper (whether electronic or tangible), instruments, documents, notes, drafts, letters of credit, letter of credit rights, supporting obligations insurance policies, insurance and condemnation awards and proceeds, any other rights to the payment of money, trade names, trademarks and service marks arising from or related to the ownership, management, leasing or operation of the Property or any business now or hereafter conducted thereon by Debtor; all rights of Debtor under any interest rate hedge, cap, swap or similar agreement; all permits consents, approvals, licenses, authorizations and other rights granted by, given by or obtained from, any governmental entity with respect to the Property; all deposits or other security now or hereafter made with or given to utility companies by Debtor with respect to the Property; all advance payments of insurance premiums made by Debtor with respect to the Property; all plans, drawings and specifications relating to the Property; all loan funds held by Beneficiary, whether or not disbursed; all funds deposited with Beneficiary or another depository pursuant to the Loan Agreement or any other Loan Documents; all reserves, deferred payments, deposits, accounts, refunds and payments of any kind related to the Property or any portion thereof; together with all replacements and proceeds of, and additions and accessions to, any of the foregoing; together with all books, records and files relating to any of the foregoing.

The filing of this financing statement shall not be construed to derogate from or impair the lien or provisions of the Deed of Trust encumbering the Property with respect to any property described therein which is real property or which the parties have agreed to treat as real property. Similarly, nothing in this financing statement shall be construed to alter any of the rights of Secured Party as determined by the Deed of Trust or the priority of the Secured Party's lien created thereby, and this financing statement is declared to be for the protection of Secured Party in the event any court shall at any time hold that notice of Secured Party's priority of interest in any property or interests described in the Deed of Trust must, in order to be effective against a particular class of persons, including but not limited to the Federal Government and any subdivision or entity of the Federal Government, be filed in the Commercial Code records.

ADDENDUM EXHIBIT "B"

Attached to that certain UCC-1 Financing Statement, by MIDVALE CREEKVIEW BORROWER, LLC, a Delaware limited liability company ("**Debtor**") and made a part hereof by this reference.

LOCATION OF PERSONAL PROPERTY COLLATERAL

(Pursuant to Item #4)

LEGAL DESCRIPTION

A parcel of land situate within the Northwest Quarter of Section 29, Township 2 South, Range 1 East, Salt Lake Base and Meridian, located in Midvale City, County of Salt Lake, State of Utah and being more particularly described as follows:

Beginning at a point on the east line of 900 East Street, per that certain Warranty Deed conveyed to the Utah Department of Transportation (UDOT), Recorded June 12, 1972, as Entry No.: 2462515, on file with the Salt Lake County Recorder's Office, said point being South 66°14'47" East, along the South Union Avenue centerline, a distance of 64.71 feet, and North 23°45'13" East, perpendicular to said centerline, a distance of 33.00 feet, from the monument at the intersection of South Union Avenue and 900 East Street, (Basis of Bearing being South 69°34'15" East, between monuments found at 900 East and 1000 East Street) said point of beginning also being East, a distance of 1771.37 feet and South, a distance of 1436.43 feet, from the Northwest corner of said Section 29; and running thence North 0°10'59" East, along the east right-of-way line of said 900 East Street, a distance of 226.80 feet, to the south line of parcel described in Entry No.: 7735662; thence South 88°19'41" East, along said south line, a distance of 87.69 feet, to the southeast corner thereof; thence South 1°00'00" West, along the west line and the extension thereof of that certain tract of land described in Entry No.: 5477935, a distance of 87.21 feet; thence South 81°31'53" East, a distance of 53.47 feet; thence North 18°00'46" East, a distance of 6.83 feet, to the southeast corner of said tract; thence North 10°53'16" East, along the east line of said tract and line retraced per record of survey S2004-12-1151, a distance of 215.28 feet, to a point in the southerly line of North Union Avenue, said point being 33.00 perpendicularly distant to the centerline of said North Union Avenue, thence South 71°59'14" East, along the said southerly line, a distance of 392.38 feet, to a point in the northwesterly line of the East Jordan Canal (66.00 feet wide), per Judgement of Condemnation, recorded April 27, 1923, in Book 11-T, at Page 183; thence southwesterly along the arc of a 444.80 feet radius non-tangent curve to the right, through a central angle of 20°14'23", a distance of 157.13 feet, subtended by a long chord bearing South 32°24'51" West, a distance of 156.31 feet, to a point of tangency; thence South 42°32'03" West, continuing along said northwesterly line of East Jordan Canal, a distance of 279.41 feet, to a point on the northerly line of South Union Avenue, said point being 40.00 feet perpendicularly distant to the centerline thereof; thence along the said northerly line of South Union Avenue, the following four (4) courses: (1) North 70°03'40" West, a distance of 65.71 feet; (2) North 66°14'48" West, a distance of 90.89 feet; (3) South 6°30'39" West, a distance of 7.33 feet; (4) North 66°14'47" West, a distance of 149.89 feet, to the point of beginning.