

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

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 10/23/2015 4:34:00 PM \$23.00
 Book - 10373 Pg - 2126-2131
 Gary W. Ott
 Recorder, Salt Lake County, UT
 SILVER LEAF TITLE INS AGCY
 BY: eCASH, DEPUTY - EF 6 P.

A. NAME & PHONE OF CONTACT AT FILER (optional): Michael Christensen (801-809-9294)
B. E-MAIL CONTACT AT FILER (optional): mike@cambiap.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div style="border: 1px solid black; padding: 5px; width: fit-content;"> Cambia Capital Partners, LLC Attn: Michael Christensen 6875 South 900 East, Suite 100 Salt Lake City, UT 84047 </div>

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 Lake City Capital XII, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 7370 S. Creek Road, Suite 204		CITY Sandy	STATE UT	POSTAL CODE 84093
				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 Cambia Capital Partners, LLC				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 6875 South 900 East, Suite 100		CITY Salt Lake City	STATE UT	POSTAL CODE 84047
				COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:
 See attached Exhibit A.

34-18-(01-029

5. Check only if applicable and check only 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 only if applicable and check only 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 only if applicable and check only 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:	

Exhibit A to UCC-1 Financing Statement

[Description of Collateral]

All of Debtor's 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 Salt Lake 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, worker's compensation, builder's 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 Debtor's 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

PARCEL 1:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 89 DEGREES 51'23" EAST 1023.00 FEET ALONG THE NORTH SECTION LINE OF SAID SECTION; THENCE SOUTH 45 DEGREES 06'23" WEST 1453.039 FEET TO THE WEST SECTION LINE OF SAID SECTION; THENCE NORTH 00 DEGREES 21'24" EAST 1023.00 FEET ALONG SAID SECTION LINE TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM, THE FOLLOWING DESCRIBED PROPERTY:

LOTS 1 THROUGH 28, INCLUSIVE, DEARBOURNE HEIGHTS P.U.D., PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE, TOGETHER WITH A RIGHT OF USE AND EASEMENT IN AND TO THE PRIVATE ROADS AND COMMON AREAS CONTAINED IN SAID DEARBOURNE HEIGHTS P.U.D., PHASE 1, WHICH IS APPURTENANT TO SAID LOTS 1 THROUGH 6 AND 23 THROUGH 28.

PARCEL 1A:

A NON-EXCLUSIVE PERPETUAL EASEMENT ON, OVER, ACROSS AND THROUGH THE FOLLOWING DESCRIBED PROPERTY, AS SET FORTH IN THAT CERTAIN ACCESS AND UTILITIES EASEMENT BY AND BETWEEN METROPOLITAN WATER DISTRICT OF SALT LAKE AND SANDY, AS GRANTOR, AND DH-DRAPER, LLC, AS GRANTEE, RECORDED DECEMBER 03, 2002, AS ENTRY NO. 8444036, IN BOOK 8696, AT PAGE 3077, OF OFFICIAL RECORDS.

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 00 DEGREES 21'24" WEST, 350.00 FEET ALONG THE SECTION LINE; THENCE NORTH 89 DEGREES 38'36" WEST, 15.00 FEET; THENCE NORTH 00 DEGREES 21'24" EAST 300.00 FEET; THENCE NORTH 12 DEGREES 03'03" WEST, 51.20 FEET; THENCE NORTH 00 DEGREES 27'52" EAST, 480.51 FEET TO THE NORTHERN PROPERTY LINE OF THE PARCEL OWNED BY THE METROPOLITAN WATER DISTRICT; THENCE NORTH 70 DEGREES 18'40" EAST 27.70 FEET ALONG SAID NORTHERN PROPERTY LINE TO A POINT ON THE EAST SECTION LINE OF SECTION 12; TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 00 DEGREES 27'52" WEST 490.00 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING.

PARCEL 1B:

A NON-EXCLUSIVE TEMPORARY EASEMENT ON, OVER, ACROSS AND THROUGH THE FOLLOWING DESCRIBED PROPERTY, AS SET FORTH IN THAT CERTAIN ACCESS AND UTILITIES EASEMENT (TEMPORARY) BY AND BETWEEN SORENSON ASSOCIATES, LLC AND ALLIANCE CAPITAL DEVELOPMENT, LLC, AS GRANTOR, AND DH-DRAPER, LLC, AS GRANTEE, RECORDED DECEMBER 3, 2002, AS ENTRY NO. 8444037, IN BOOK 8696, AT PAGE 3081, OF OFFICIAL RECORDS, AMENDED BY AMENDMENT TO ACCESS AND UTILITY EASEMENT RECORDED OCTOBER 3, 2003, AS ENTRY NO. 8842800, IN BOOK 8923, AT PAGE 5881, OF OFFICIAL RECORDS, AND AFFIDAVIT OF CORRECTION RECORDED DECEMBER 15, 2003, AS ENTRY NO. 8924169, IN BOOK 8923, AT PAGE 5880, OF OFFICIAL RECORDS.

BEGINNING AT THE NORTHWEST CORNER OF LOT 3, AS SHOWN ON THE SUBDIVISION PLAT ENTITLED "SOUTH POINTE COMMERCE CENTER SUBDIVISION," BOOK 2003P, AT PAGE 6 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, TOWNSHIP 4 SOUTH, RANGE 1 EAST; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID SUBDIVISION NORTH 60 DEGREES 19'24" EAST 855.68 FEET TO A POINT ON A NON-TANGENT 75.00 FOOT RADIUS CURVE TO THE RIGHT, SAID POINT ALSO BEING ON THE RIGHT OF WAY OF 65 EAST (RADIUS BEARS NORTH 28 DEGREES 45'41" EAST); THENCE ALONG SAID CURVE AND CONTINUING ALONG SAID RIGHT OF WAY 125.11 FEET, THROUGH A CENTRAL ANGLE OF 95 DEGREES 34'29"; THENCE NORTH 65 DEGREES 33'29" WEST, 11.00 FEET TO A POINT ON A NON-TANGENT 61.00 FOOT RADIUS CURVE TO THE RIGHT (RADIUS BEARS NORTH 65 DEGREES 33'29" WEST); THENCE ALONG SAID CURVE 48.17 FEET, THROUGH A CENTRAL ANGLE 45 DEGREES 14'41" THENCE SOUTH 69 DEGREES 41'12" WEST 50.17 FEET TO A POINT ON A 287.50 FOOT RADIUS CURVE TO THE LEFT (RADIUS BEARS SOUTH 20 DEGREES 18'48" EAST); THENCE ALONG SAID CURVE 147.28 FEET, THROUGH A CENTRAL ANGLE OF 26 DEGREES 21'05"; THENCE SOUTH 40 DEGREES 20'07" WEST 61.57 FEET TO A POINT ON A 202.50 FOOT RADIUS CURVE TO THE RIGHT (RADIUS BEARS NORTH 49 DEGREES 39'53" WEST); THENCE ALONG SAID CURVE 70.64 FEET, THROUGH A CENTRAL ANGLE OF 19 DEGREES 59'18"; THENCE SOUTH 60 DEGREES 19'24" WEST 613.46 FEET; THENCE SOUTH 29 DEGREES 40'36" EAST 48.55 FEET; THENCE NORTH 70 DEGREES 30'59" EAST 121.20 FEET TO THE POINT OF BEGINNING.

PARCEL 1C:

TOGETHER WITH A NONEXCLUSIVE EASEMENT AND RIGHT OF WAY OVER ANN ARBOR, LANSING WAY AND DEARBORNE VIEW DRIVE FOR INGRESS, EGRESS AND OTHER UTILITIES AS DISCLOSED BY THAT CERTAIN AGREEMENT RECORDED JANUARY 8, 2013, AS ENTRY NO. 11551694 IN BOOK 10095 AT PAGE 7163 OF OFFICIAL RECORDS.

Tax Parcel No. 34-18-101-029

File # 5733-CM