DLLOWINSTRUCTIONS	CC	TTONWOOD	ake County, UT	
NAME & PHONE OF CONTACT AT FILER (optional)		. GOAGII, DEI	OII-LEUF.	
David Kinman 205.254.1092	Wale In the Control of the Control o			
. E-MAIL CONTACT AT FILER (optional) DKinman@maynardcooper.com				
SEND ACKNOWLEDGMENT TO: (Name and Address)				
Maynard, Cooper & Gale, P.C. Attn: David Kinman 1901 Sixth Ave. N. Suite 2400	\neg			
Birmingham, AL 35203	Ì			
				
DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exa name will not fit in line 1b, leave all of item 1 blank, check here		any part of the Debto		ndividual Debtor
1a. ORGANIZATION'S NAME JCWVUT001 LLC	TOTAL THE HEIGHT SEED OF THE STATE OF THE SEED OF THE	To or the randing of	(, om e	
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIO	DNAL NAME(S)/INITIAL(S)	SUFFIX
 MAILING ADDRESS 125 South Wacker Drive, Suite 1220	City Chicago	STATE	POSTAL CODE 60606	COUNTRY
R 2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIO	DNAL NAMÉ(S)/INITIAL(S)	SUFFIX
. Whitehts Abstracts				
SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR	R SECURED PARTY): Provide only one Secure	d Party name (3a or 3	b)	
3a ORGANIZATION'S NAME Renasant Bank				
R 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIO	DNAL NAME(S)/INITIAL(S)	SUFFIX
Land Indian Address 2001 Park Place North	CITY Birmingham	STATE AL	POSTAL CODE 35203	COUNTRY

A Debtor is a Transmitting Utility

Seller/Buyer

Consignee/Consignor

Public-Finance Transaction Manufactured-Home Transaction

7. ALTERNATIVE DESIGNATION (if applicable):

8. OPTIONAL FILER REFERENCE DATA: 24121.0003

Non-UCC Filing

Licensee/Licensor

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 JCWVUT001 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 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 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 16. Description of real estate: (if Debtor does not have a record interest) See Exhibit A attached hereto and incorporated herein. 17. MISCELLANEOUS:

EXHIBIT "A"

Legal Description

Beginning at a point which is South 00°04'50" East along the 3600 West Street monument line 1056.03 feet and East 638.10 feet from the North quarter corner of Section 20, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence North 45° East 364.00 feet; thence South 45° East 374.00 feet; thence South 45° West 364.00 feet; thence North 45° West 374.00 feet to the point of beginning.

LESS AND EXCEPTING any portion lying within the bounds of dedicated streets known as Technology Park Way and Technology Drive.

EXHIBIT "B"

Collateral Description

1.0 <u>DEFINED TERMS</u>. As used in this Financing Statement, the following terms shall have the following meanings unless the context hereof shall otherwise indicate (capitalized terms not defined herein shall have the meaning ascribed to them in the Mortgage):

Accounts has the meaning given such term in the UCC, and includes all accounts (including accounts receivable) arising from the operation of the Land, including but not limited to, rights to payment for goods sold or leased or for services rendered, not evidenced by an Instrument.

Appurtenant Rights means all air rights, development rights, zoning rights, easements, rights-of-way, strips and gores of land, vaults, streets, roads, alleys, tenements, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber, and other emblements now or hereafter appurtenant to, or used or useful in connection with, or located on, under or above the Land, or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating, or appertaining to the Land, if any, or any part thereof, now or hereafter.

Chattel Paper has the meaning given such term in the UCC, and includes, without limitation, a record or records (including, without limitation, electronic chattel paper) which evidence both a monetary obligation and a security interest in specific goods, a security interest in specific goods and software used in the goods, or a lease of specific goods; all Supporting Obligations with respect thereto; any returned, rejected, or repossessed goods and software covered by any such record or records and all proceeds (in any form including, without limitation, accounts, contract rights, documents, chattel paper, instruments, and general intangibles) of such returned, rejected, or repossessed goods; and all proceeds (cash proceeds and noncash proceeds) of the foregoing.

<u>Contracts</u> shall mean, collectively, all contracts and agreements now or hereafter entered into relating to the ownership or operation or management of the Land or the Improvements or any portion of them.

Deposit Accounts has the meaning given such term in the UCC.

Equipment has the meaning given such term in the UCC, and includes, without limitation, all equipment, machinery, furniture, furnishings, tools, spare parts, materials, supplies, store fixtures, leasehold improvements, all other goods (including embedded software to the extent provided for in Article 9 of the UCC) of every kind and nature (other than Inventory and Fixtures) and all "equipment" as defined in Article 9 of the UCC and all renewals and replacements thereof and substitutions therefor.

<u>Fixtures</u> means all property which is now or hereafter so attached to the Land or the Improvements as to constitute a fixture under applicable law and all renewals and replacements

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thereof and substitutions therefor.

General Intangibles has the meaning given such term in the UCC, and includes, without limitation, all intangible personal property of Debtor arising out of or connected with the Land or Improvements and all renewals and replacements thereof and substitutions therefor (other than Accounts, Rents, Instruments, Inventory, Money and, Permits), including, without limitation, contract rights and other rights to payments of Money, commercial tort claims, other claims (including without limitation all claims for income tax and other refunds), payment intangibles, and Supporting Obligations.

<u>Improvements</u> means all buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, including but not limited to, all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, awnings and storm sashes, and cleaning apparatuses which are or shall be attached to the Land or said buildings, structures or improvements.

<u>Instruments</u> has the meaning given such term in the UCC, and includes, without limitation, all instruments, Chattel Paper, documents, or other writings obtained by Debtor from or in connection with the operation of the Mortgaged Property or the operation of the Land (including without limitation, all ledger sheets, computer records and printouts, data bases, programs, books of account, software, trademarks or trade names, utility contracts, maintenance and service contracts, and files of Debtor relating thereto).

<u>Inventory</u> has the meaning given such term in the UCC, and includes, without limitation, all inventory from time to time used on the Land and owned by Debtor.

Land means the land described in Exhibit "A" attached hereto and made a part hereof.

Leases means, collectively, any lease (including, without limitation, any oil, gas and mineral lease), sublease or subsublease, letting, license, concession, occupancy or other agreement (whether written or oral and whether now or hereafter in effect) pursuant to which Borrower grants any Person is granted a possessory interest in, or right to use or occupy all or any portion of any space in the Mortgaged Property, including, without limitation, the JCI Lease (as defined in the Loan Agreement), and (a) every modification, amendment or other agreement relating to such lease, sublease, subsublease, or other agreement entered into in connection with such lease, sublease, subsublease, or other agreement and (b) every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto.

<u>Loan Agreement</u> means that certain Loan Agreement dated as of June 30, 2020, by and between Debtor and Secured Party and the other parties thereto, together with all amendments and supplements thereto.

Loan Obligations has the meaning set forth in the Loan Agreement.

Money has the meaning given to such term in the UCC.

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Mortgage has the meaning set forth in the Loan Agreement.

(a)

the Land:

Mortgaged Property means all of Debtor's present and future right, title, and interest in and to all of the following, provided that if any of the following capitalized terms are defined in the UCC, each such term shall have the meaning given such term in the UCC and shall include, without limitation, the additional items set forth in the Loan Agreement or the Mortgage (as defined therein) with respect to such term:

` '	,
(b)	all Appurtenant Rights;
(c)	all Equipment;
(d)	all Improvements;
(e)	all Fixtures;
(f)	all Accounts;
(g)	all Deposit Accounts;
(h)	all Contracts;
(i)	all General Intangibles;
(j)	all Permits (to the extent assignable);
(k)	all Instruments;
(1)	all Inventory;
(m)	all Rents;
(n)	all Personalty;
(o)	all Leases;
(p)	all Chattel Paper;
(q)	all Supporting Obligations;
(r)	all Proceeds;

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all contracts, options, and other agreements for the sale of the Land, the

Improvements, the Fixtures, the Personalty, or any other part of the Mortgaged Property entered

into by Debtor now or in the future, including cash or securities deposited to secure performance by parties of their obligations; and

(t) all renewals, replacements, and Proceeds of any of the foregoing and any substitutions therefor, whether now owned or hereafter acquired, and including replacements, additions, accessions, substitutions, and products, and all other property which is or hereafter may become subject to a lien in favor of Secured Party as security for any of the Loan Obligations.

<u>Permits</u> means all licenses, permits, certificates, approvals, authorizations, and registrations obtained from any governmental or quasi-governmental authority and used or useful in connection with the ownership, operation, use, or occupancy of the Land, including, without limitation, business licenses, state health department licenses, food service licenses, licenses to conduct business, liquor licenses and all such other permits, licenses and rights.

Personalty means all Equipment, Inventory, or General Intangibles which are used now or in the future in connection with the ownership, management or operation of the Land or the Improvements or are located on the Land or in the Improvements, including furniture, furnishings, machinery, building materials, appliances, goods, supplies, tools, books, records (whether in written or electronic form), computer equipment (hardware and software) and other tangible personal property (other than Fixtures) which are used now or in the future in connection with the ownership, management or operation of the Land or the Improvements or are located on the Land or in the Improvements, and any operating agreements relating to the Land or the Improvements, and any surveys, plans and specifications and contracts for architectural, engineering, and construction services relating to the Land or the Improvements and all other intangible property and rights relating to the operation of, or used in connection with, the Land or the Improvements, including all governmental Permits relating to any activities on the Land.

<u>Proceeds</u> means all awards, payments, earnings, royalties, issues, profits, liquidated claims, and proceeds (including proceeds of insurance and condemnation and any conveyance in lieu thereof), whether cash or noncash, moveable or immoveable, tangible or intangible, from the sale, conversion (whether voluntary or involuntary), exchange, transfer, collection, loss, damage, condemnation, disposition, substitution, or replacement of any of the Mortgaged Property.

Rents means all rent and other payments of whatever nature from time to time payable pursuant to the Leases.

<u>Supporting Obligation</u> has the meaning given such term in the UCC, and includes, without limitation, a letter-of-credit right, secondary obligation, or obligation of a secondary obligor, or secondary obligation that supports the payment or performance of an Account, Chattel Paper, a document, a General Intangible, or an Instrument.

<u>Taxes</u> means all taxes, assessments, vault rentals, and other charges, if any, general, special or otherwise, including all assessments for schools, public betterments and general or

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local improvements, which are levied, assessed or imposed by any public authority or quasipublic authority, and which, if not paid, will become a lien, on the Land or the Improvements.

<u>UCC</u> means the Uniform Commercial Code as in effect from time to time in the applicable jurisdiction set forth in the Loan Agreement or the Mortgage, as applicable.

2.0 <u>COLLATERAL COVERED</u> This Financing Statement covers all of Debtor's right, title, and interest in and to the Mortgaged Property.