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**RASHELLE HOBBS**  
 RECORDER, SALT LAKE COUNTY, UTAH  
 SL CO MAYORS OFFICE  
 SUITE N2100  
 BY: DSA, DEPUTY - WI 6 P.

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
<div style="border: 1px solid black; padding: 10px; margin: 5px 0;"> <p><b>Craig Wangsgard</b>  <b>Salt Lake County District Attorney's Office</b>  <b>35 East 500 South</b>  <b>Salt Lake City, UT 84111</b></p> </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 <b>Shelter the Homeless, Inc.</b>					
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX		
1c. MAILING ADDRESS <b>310 South Main, Ste M2</b>		CITY <b>Salt Lake City</b>	STATE <b>UT</b>	POSTAL CODE <b>84101</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>Salt Lake County</b>					
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX		
3c. MAILING ADDRESS <b>2001 South State Street, N2-100</b>		CITY <b>Salt Lake City</b>	STATE <b>UT</b>	POSTAL CODE <b>84114</b>	COUNTRY <b>USA</b>

4. COLLATERAL: This financing statement covers the following collateral:  
**See Exhibits A and B attached hereto for description of collateral.**

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/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>Shelter the Homeless, Inc.</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):

<p>13. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)</p> <p>15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):</p>	<p>14. This FINANCING STATEMENT:  <input type="checkbox"/> covers timber to be cut    <input type="checkbox"/> covers as-extracted collateral    <input checked="" type="checkbox"/> is filed as a fixture filing</p> <p>16. Description of real estate:   <b>See Exhibit B</b></p>
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17. MISCELLANEOUS:

**EXHIBIT A  
DESCRIPTION OF COLLATERAL**

**Secured Party: Salt Lake County, a body corporate and politic of the state of Utah**

**Debtor: Shelter the Homeless, Inc., a Utah non-profit corporation**

**Collateral:** Debtor has granted to Secured Party a security interest in all of the present and future estate, right, title, claim and interest, either in law or in equity, in and to the following property of Debtor:

- (a) certain real property, situated in Salt Lake County Utah, described in Exhibit B attached hereto (the “**Property**”), including, but not limited to, all of Trustor’s right, title and interest in and to all the improvements on the Property and the appurtenances thereto currently existing or to be constructed. The interests of Trustor in the Property as described in the attached Exhibit B and all of the improvements and appurtenances currently existing or to be constructed relating thereto are collectively referred to hereinafter as the “**Project**”;
- (b) all rents, issues, profits, privileges, licenses, royalties, income and other benefits derived from the Project (collectively the “**rents**”);
- (c) all right, title and interest of Trustor in and to all leases or subleases covering the Project or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Trustor thereunder, including, without limitation, all cash or security deposits, advance rentals, and deposits and payments of similar nature;
- (d) all right, title and interest of Trustor in and to all options to purchase or lease the Project or any portion thereof or interest thereon, and any greater estate in the Project owned or hereafter acquired;
- (e) all interests, estate or other claims, both in law and in equity, which Trustor now has or may hereafter acquire in the Project;
- (f) all right, title and interest of Trustor in and to all easements, rights-of-way and rights used in connection with or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto;
- (g) all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Project, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Project;
- (h) all right, title and interest of Trustor in and to any and all buildings and improvements now or hereafter erected on the Property, including, but not limited to, the fixtures, fittings, and other articles attached to said buildings and improvements financed or refinanced with proceeds of the Loan, including but not limited to all machinery,

equipment, material, appliances and fixtures now or hereafter installed or placed in said building or on the Property for the generation or distribution of air, water, heat, electricity, light, fuel or refrigeration or for ventilating or air conditioning purposes or for sanitary or drainage purposes, for the removal of dust, refuse or garbage, and including stoves, ranges, cabinets, laundry equipment, all elevators, awnings, window shades, venetian blinds, drapery rods and brackets, screens, floor coverings, including all rugs and carpets attached to floors, lobby furnishings and incinerators and all other similar items and things; all of the items and things so specified and all other similar items or things, whether now or hereafter placed on the Property, being hereby declared to be, and in all circumstances, shall be construed to be, for and in connection with the purposes and powers of this Deed of Trust, things affixed to and a part of the Project described herein; the specific enumerations herein not excluding the general (the “**Improvements**”); excepting any personal property or fixtures of any tenant which are not financed or refinanced with proceeds of the Loan; and

- (i) all the estate, interest, right, title and other claim or demand, including claims or demands with respect to the proceeds of insurance in effect with respect thereof, which Trustor now has or may hereafter acquire in the Project, and any and all awards made for the taking from the Trustor by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Project, including without limitation any awards resulting from a change of grade of streets and awards for severance damages; and
- (j) all right, title and interest of Trustor in and to all tangible personal property financed or refinanced with proceeds of the Loan (the “**Personal Property**”) owned by Trustor and now or at any time hereafter located on or at the Project or used in connection therewith, including, but not limited to: furnishings, machinery and equipment, together with all substitutions, replacements and renewals thereof.
- (k) all right, title and interest of Debtor in and to the gifts, contributions and pledges made to Debtor through the capital campaign conducted by Debtor for the benefit of the Capital Improvements which Debtor now has or may hereafter acquire (the “**Capital Campaign Contributions**”). For purposes of this provision Debtor agrees to treat construction refunds, including but not limited to, refunds of surety bonds issued at the beginning of the construction projects will be treated in the same manner as “**Capital Campaign Contributions**”.
- (l) all proceeds of the foregoing.

**EXHIBIT B  
REALTY DESCRIPTION**

The real property located in Salt Lake County, Utah, described as follows:

**Parcel 1 (3380 South 1000 West):**

Commencing 33 feet West and 190 feet North from the Southeast corner of Lot 8, Block 3, 10 Acre Plat "B" Big Field Survey; thence North 283.8 feet; thence West 377.5 feet; thence South 283.8 feet; thence East 377.5 feet to the point of beginning.

Also described as follows:

A parcel of land located In the South half of Section 26, Township 1 South, Range 1 West, Salt Lake Base and Meridian and being a portion of Lot 8, Block 3, Ten Acre Plat "B", Big Field Survey and being more particularly described as follows:

Beginning at a point on the Westerly right-of-way line of 1000 West Street, said point being 582.09 feet South 00°09'16" East along the monument line of said 1000 West Street and 33.00 feet South 89°50'44" West from the monument found marking the intersection of 1000 West and 3300 South Streets, the basis of bearings being South 00°02'50" East 4578.02 feet along the monument line of 700 West Street between the monuments found marking the Intersections at 3300 South and 3900 South Streets and running thence South 00°09'16" East 276.41 feet along said right-of-way line to the Northerly boundary line of the property described in Book 6170 at Page 1876 as Entry No. 4840279; thence North 89°47'16" West 377.50 feet along said Northerly boundary line to the Easterly boundary line of the property described in Book 3584 at Page 251 as Entry No. 2621098; thence North 00°09'16" West 276.41 feet along said Easterly boundary line to the Southerly boundary line of the property described In Book 7301 at Page 666 as Entry No. 6247317; thence South 89°47'16" East 377.50 feet along said Southerly boundary line and the Southerly boundary line of the property described in Book 7038 at Page 1997 as Entry No. 5946018 to the point of beginning.

Tax Id No.: 15-26-377-020

**Parcel 2 (242 West Paramount Ave):**

A parcel of land situate in the-Northeast quarter of Section 13, Township 1 South, Range 1 West, Salt Lake Base and Meridian and being a portion of Lots 5 and 6, Block 10; Five Acre Plat "A", Big Field Survey, Salt Lake County, Utah. The boundaries of which are described as follows:

Beginning at a point on the Westerly right of way line of 200 West Street, said point is 2 rods West and 118.80 feet South 00°01'19" West from the Northeast corner of Lot 6 and running thence along said Westerly right of way line South 00°01'19" West 170.55 feet to the Southerly line of Lot 6; thence along said Southerly lot line South 89°45'13" West 325.00 feet; thence South 00°01'20" West 120.00 feet to the Northerly right of

way line of Paramount Avenue; thence along said Northerly right of way line South 89°45'13" West 100.00 feet; thence North 00°01'20" East 120.00 feet to said Southerly lot line; thence along said Southerly lot line South 89°45'13" West 99.68 feet; thence North 00°48'31" West 289.36 feet to the Southerly right of way line of High Avenue; thence along said Southerly right of way line North 89°45'14" East 252.88 feet; thence South 00°01'30" West 118.80 feet; thence North 89°45'14" East 276.00 feet to the point of beginning.

Tax Id No.: 15-13-213-019

**Parcel 3 (131 East 700 South)**

Beginning at the Southeast corner of Lot 4, Block 20, Plat "A", Salt Lake City Survey and running thence South 89°57'38" West along the Southerly line of said Lot 4, 49.50 feet (West 49.50 feet [record]); thence North 00°02'20" West 156.75 feet (North 156.75 feet record); thence North 89°57'34" East 8.25 feet (East 8.25 feet record); thence North 00°02'20" West 49.50 feet (North 49.50 feet record); thence North 89°57'34" East 41.25 feet to the Easterly line of said Lot 4 (East 41.25 feet record); thence North 00°02'20" West along said Easterly line 123.82 feet to the Northeast corner of said Lot 4; thence North 89°57'34" East along the Northerly line of Lot 3 of said Block 20, 99.04 feet to the Southeast corner of Stringfellow Court; thence North 00°02'08" West along the Easterly line of said Stringfellow Court 49.51 feet (North 49.50 feet record); thence North 89°57'33" East 117.02 feet to the Westerly line of the Maob L.L.C. parcel as conveyed by Warranty Deed recorded March 16, 2001 as Entry No. 7845506 in Book 8434 on Page 8816 of the Official Records; thence South 00°02'04" East along said Westerly line of the Maob L.L.C. parcel 379.59 feet to the Southerly line of Lot 2 of said Block 20; thence South 89°57'38" West along said Southerly line 216.03 feet to the point of beginning.

Tax Id No.: 16-07-102-008