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 Book - 11108 Pg - 7744-7749
 RASHELLE HOBBS
 Recorder, Salt Lake County, UT
 COTTONWOOD TITLE
 BY: eCASH, DEPUTY - EF 6 P.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Jackie Cox 208.577.5000
B. E-MAIL CONTACT AT FILER (optional) jcox@a10capital.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <input type="checkbox"/> A10 Capital, LLC 800 W. Main Street, Suite 1100 Boise, Idaho 83702 <input type="checkbox"/> 137617-CAF TAX ID 28-29-377-039

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 JF Peak Partners, LLC				
OR	1b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
1148 W. Legacy Crossing Blvd. Suite 400	Centerville	UT	84014	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 A10 Capital, LLC				
OR	3b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
800 W. Main Street, Suite 1100	Boise	ID	83702	USA

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

See attached Exhibit "A" for collateral description.

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 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:
A10 Loan #AP-UT-AK-20-048-0425-002 // Moda Peak **Ent 13549730 BK 11108 PG 7744**

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

JF Peak Partners, 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

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 attached Exhibit "B" for legal description.

Street Address:

**12521, 12555, 12549, 12573, 12563 and 12557 South Fort Street
Draper, Utah 84020**

17. MISCELLANEOUS:

BK 11108 PG 7745

International Association of Commercial Administrators (IACA)

**Exhibit “A”
to
UCC-1 Financing Statement**

Collateral Description

Collateral is collectively described as follows:

- (1) the real property located in Salt Lake County, Utah, as further described in Exhibit “B” annexed hereto, together with any greater estate therein which hereafter may be acquired by Debtor (the “**Land**”);
- (2) all buildings, structures and other improvements, now or at any time situated, placed or constructed upon the Land (the “**Improvements**”);
- (3) all materials, supplies, equipment, apparatus and other items of personal property and fixtures now owned or hereafter acquired by Debtor and now or hereafter attached to, installed in, or used in connection with any of the Improvements or the Land, and water, gas, electrical, storm and sanitary sewer facilities, and all other utilities whether or not situated in easements (the “**Fixtures**”);
- (4) all right, title and interest of Debtor in and to all goods, accounts, general intangibles, instruments, documents, chattel paper, choses in action, and all other personal property of any kind or character, including such items of personal property as defined in the UCC, now owned or hereafter acquired by Debtor and now or hereafter affixed to, placed upon, used in connection with, arising from or otherwise related to the Land and Improvements or which may be used in or relating to the planning, development, financing or operation of the collateral described herein, including, without limitation, account receivables, payment intangibles, letters of credit, deposit accounts, investment property, commercial tort claims, furniture, furnishings, equipment, machinery, money, insurance proceeds, accounts, contract rights, trademarks, goodwill, chattel paper, documents, trade names, licenses and/or franchise agreements, rights of Debtor under leases of fixtures or other personal property or equipment, general intangibles, inventory, all refundable, returnable, or reimbursable fees, deposits or other funds or evidences of credit or indebtedness deposited by or on behalf of Debtor with any governmental authorities, boards, corporations, providers of utility services, public or private, including specifically, but without limitation, all refundable, returnable or reimbursable tap fees, utility deposits, commitment fees, and development costs (the “**Personalty**”);
- (5) all plans, specifications, shop drawings, and other technical descriptions prepared for construction, repair or alteration of the Improvements, and all amendments and modifications thereof;
- (6) all leases, other rental agreements, subleases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or hereafter made at any time while that certain Deed of Trust With Assignment of Leases and Rents, Security Agreement and Fixture Filing from Debtor, as trustor, to Secured Party, as beneficiary, is in effect), together with any extensions or renewals thereof, which grant a possessory interest in, or the right to use, all or any part of the Land and Improvements, together with all related security and other deposits (the “**Leases**”);

- (7) rents, revenues, income, proceeds, profits, security and other types of deposits, termination fees, and other benefits paid or payable by parties to the Leases other than Debtor, for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying the Land and Improvements;
- (8) all other agreements, such as construction contracts, architects agreements, engineers' contracts, utility contracts, maintenance agreements, management agreements, service contracts, permits, licenses, certificates and entitlements in any way relating to the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition or ownership of the Land and Improvements;
- (9) all rights, privileges, tenements, hereditaments, rights of way, easements, appendages and appurtenances appertaining to the foregoing, and all right, title and interest, if any, of Debtor in and to any streets, ways, alleys, strips or gores of land adjoining the Land or any part thereof;
- (10) all insurance policies, unearned premiums therefor and proceeds from such policies covering any of the aforesaid property now or hereafter acquired by Debtor;
- (11) all of Debtor's right, title and interest in and to any awards, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to the Land, Improvements, Fixtures or Personalty;
- (12) all mineral, water, oil and gas rights now or hereafter acquired relating to all or any part of the Land; and
- (13) all accessions, replacements and substitutions for any of the foregoing and all cash and non-cash proceeds of the foregoing.

Exhibit "B"
to
UCC-1 Financing Statement

Legal Description of Land

Beginning at a point on a fence line and the West line of the CAROL LEE SUBDIVISION, said point also being North 89°59'55" West along the section line 114.18 feet and North 104.41 feet from the South quarter corner of Section 29, Township 3 South, Range 1 East, Salt Lake Base and Meridian; thence North 89°18'54" West along said fence line and the extension thereof 318.88 feet to a point on the East right of way of South Fort Street; thence North 05°39'57.8" East along said right of way 226.61 feet; thence North 86°00'34.1" East 182.29 feet; thence North 00°58'42.0" West for a distance of 27.8750 feet; thence North 50°14'50.5" East 3.36 feet; thence North 00°00'00.0" East 9.12 feet; thence North 72°27'49" East for a distance of 118.01 feet to a point on the West line of said subdivision; thence South 00°00'00.0" West along the West line of said subdivision 316.70 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM the following:

That portion conveyed to Draper City, a municipal corporation by Deed of Dedication and Acceptance recorded January 22, 2019 as Entry No. 12922257 in Book 10747 at Page 3176 and described as follows:

Beginning at a point on a fence line, said point also being North 89°59'55" West along the section line 422.84 feet and North 108.096 feet from the South quarter corner of Section 29, Township 3 South, Range 1 East, Salt Lake Base and Meridian; thence North 89°18'54" West for a distance of 10.19 feet to a point on a line; thence North 05°39'58" East for a distance of 226.61 feet to a point on a line; thence North 86°00'34" East for a distance of 10.16 feet to a point on a line; thence South 05°37'53" West for a distance of 227.43 feet to the point of beginning.
Described by the Salt Lake County Recorder as follows:

Commencing North 04° East 78.5 feet from the Southwest corner of Block 10A, Draperville and running thence North 04° East 198 feet; thence North 75°45' East 296.58 feet; thence South 270.51 feet; thence West 301.22 feet to the point of beginning.

ALSO: Beginning at a point on the East line of Fort Street and the East line of Block 10A, Draperville, said point being South 04°30'22" West along said East line (as determined from street improvements) 575.881 feet from the Northwest corner of said Block 10A, said Northwest corner being North 89°29'38" West along the 12400 South Street monument line 47.018 feet and South 00°32'22" West 41.25 feet from a Salt Lake County monument line in the intersection of said 12400 South Street and 980 East Street; thence North 85°21'56" East 86.87 feet; thence South 68°11'22" West 95.684 feet to said East line of Fort Street; thence North 04°30'22" East along said East line 28.62 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM the following:

Beginning at a point on the East line of Fort Street and the East line of Block 10A, Draperville, said point being South 04°30'22" West along said East line (as determined from street improvements) 575.881 feet and North 85°21'56" East along the 12400 South Street monument line 86.87 feet from the Northwest corner of said Block 10A, Draperville; thence North 68°11'22" East 94.20 feet; thence South 00°58'42" East 27.875 feet; thence South 85°21'56" West 88.221 feet to the point of beginning.

ALSO LESS AND EXCEPTING THEREFROM the following:

That portion conveyed to Draper City, a municipal corporation by Deed of Dedication and Acceptance recorded January 22, 2019 as Entry No. 12922257 in Book 10747 at Page 3176 and described as follows:

Beginning at a point on a fence line, said point also being North 89°59'55" West along the section line 422.84 feet and North 108.096 feet from the South quarter corner of Section 29, Township 3 South, Range 1 East, Salt Lake Base and Meridian; thence North 89°18'54" West for a distance of 10.19 feet to a point on a line; thence North 05°39'58" East for a distance of 226.61 feet to a point on a line; thence North 86°00'34" East for a distance of 10.16 feet to a point on a line; thence South 05°37'53" West for a distance of 227.43 feet to the point of beginning.

TOGETHER WITH that portion of the vacated street on the West.

Tax Parcel ID: 28-29-377-039-0000

Street Address: 12521, 12555, 12549, 12573, 12563 and 12557 South Fort Street, Draper, Salt Lake County, Utah