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)	
Alston & Bird LLP	
333 South Hope Street, 16th Floor	•
Los Angeles, California 90071	
Attn: Shermie Decoro/ Ref: BOA/Sandy	1
L	

13413094 10/1/2020 9:50:00 AM \$40.00 Book - 11030 Pg - 8210-8216 RASHELLE HOBBS Recorder, Salt Lake County, UT FIRST AMERICAN NCS BY: eCASH, DEPUTY - EF 7 P.

FIRST AMERICAN TITLE CO. ACCOMMODATION RECORDING ONLY

	·		ABOVE SPA	CE IS FO	R FILING OFFICE USE	ONLY
	NAME: Provide only <u>one</u> Debtor name (1a or 1b) (use fit in line 1b, leave all of item 1 blank, check here are	exact, full name; do not omit, modify, or abbre nd provide the Individual Debtor information in				
	ZATION'S NAME TORAGE LLC					
ũ	UAL'S SURNAME	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INIT		SUFFIX
חכ	DRESS	CITY		STATE	POSTAL CODE	COUNTRY
_	inuteman Drive	Draper		UT	84020	USA
Ü	UAL'S SURNAME	FIRST PERSONAL NAME		ADDITIO	NAL NAME(S)ANITIAL(S)	SUFFIX
Ō	DRESS	CITY		STATE	POSTAL CODE	COUNTRY
	PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNATION'S NAME	NOR SECURED PARTY): Provide only one Se	ecured Party nam	e (3a or 3l	b)	
	OF AMERICA, N.A.					
ЭÜ	UAL'S SURNAME	FIRST PERSONAL NAME	-	ADDITIC	ONAL NAME(S)ANITIAL(S)	SUFFIX
or or	DORESS	CITY	,	STATE	POSTAL CODE	COUNTRY
		Charlotte		NC	28255	USA
t	UAL'S SURNAME ORESS Tryon Street AL: This financing statement covers the following collate	Charlotte	3	ST	ATE	

SEE EXHIBIT A AND EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF.

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;	6b. Check only if applicable and check only one box:
Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Tr	ansmitting Utility Agricultural Lien Non-UCC Filing
7. ALTERNATIVE DESIGNATION (# applicable): Lessee/Lessor Consignee/Consignor	Seller/Buyer Bailee/Bailor Licensee/Licensor
8. OPTIONAL FILER REFERENCE DATA: Sandy - Record with Salt Lake County, Utah	
	International Association of Commercial Administrators (IACA)

UCC FINANCING STATEMENT ADDENDUM

OLLOW INSTRUCTIONS						
NAME OF FIRST DEBTOR: Same as line 1a or 1b on Fini because Individual Debtor name did not fit, check here	ancing Statement; if line 1b was le	ft blank				
9a, ORGANIZATION'S NAME						
8802 STORAGE LLC						
COULDION TO BE						
9b. INDIVIDUAL'S SURNAME						
SOLINDING G G G G G G G G G G G G G G G G G G						
FIRST PERSONAL NAME						
THOU PERSONNE WANTE		l				
ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX				
		SOFFIX				
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 DEBTOR'S NAME: Provide (10a or 10b) only one addition do not omit, modify, or abbreviate any part of the Debtor's nar 	nal Debtor name or Debtor name t	that did not fit in lit	ne 1b or 2b of the F	inancing S	Statement (Form UCC1) (us	e exact, full n
10a. ORGANIZATION'S NAME	ne) and enter the mailing address	In line 10c				
TOU. ORGANIZATIONS NAME						
3						
10b. INDIVIDUAL'S SURNAME						
INDIVIDUAL'S FIRST PERSONAL NAME						
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)						SUFFIX
MAILING ADDRESS	CITY			STATE	POSTAL CODE	COUNT
11a. ORGANIZATION'S NAME	ASSIGNOR SECUR		NAME: Provide o		ime (11a or 11b) NAL NAME(S)/INITIAL(S)	SUFFIX
11a. ORGANIZATION'S NAME 11b. INDIVIDUAL'S SURNAME			NAME: Provide o			SUFFIX
11a. ORGANIZATION'S NAME 11b. INDIVIDUAL'S SURNAME c. MAILING ADDRESS	FIRST PERSO		NAME: Provide o	ADDITIO	NAL NAME(S)/INITIAL(S)	
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EXHIBIT A TO UCC-1 FINANCING STATEMENT

Legal Description

PARCEL NO. 1 (28-06-279-021-0000)

BEGINNING AT A POINT ON THE NORTHERLY LINE OF LOT 1, SANDY CITY STORAGE SUBDIVISION RECORDED OCTOBER 3, 2017 IN BOOK 2017 OF PLATS, AT PAGE 269 ON FILE AT THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID POINT BEING SOUTH 00°07'00" WEST ALONG THE MONUMENT LINE 1283.60 FEET AND NORTH 89°53'00" WEST 53.00 FEET AND NORTH 44°56'20" WEST 20.05 FEET AND NORTH 89°55'22" WEST 170.43 FEET FROM THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE ALONG THE BOUNDARY OF SAID LOT 1 THE FOLLOWING FOUR (4) COURSES: 1) SOUTH 89°55'22" EAST 170.43 FEET; 2) SOUTH 44°56'20" EAST 20.05 FEET; 3) SOUTH 00°07'00" WEST 240.00 FEET TO THE NORTHERLY LINE OF THAT CERTAIN DEED RECORDED MARCH 22, 1980 AS ENTRY NO. 3436568, IN BOOK 5103, AT PAGE 1020, AT THE OFFICE OF THE SALT LAKE COUNTY RECORDER; 4) NORTH 89°53'00" WEST 184.10 FEET ALONG SAID NORTHERLY LINE; THENCE NORTH 254.05 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 2 (28-06-279-007-0000)

BEGINNING AT A POINT ON THE NORTHERLY LINE OF LOT 1, SANDY CITY STORAGE SUBDIVISION RECORDED OCTOBER 3, 2017 IN BOOK 2017 OF PLATS, AT PAGE 269 ON FILE AT THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID POINT BEING SOUTH 00°07'00" WEST ALONG THE MONUMENT LINE 1283.60 FEET AND NORTH 89°53'00" WEST 53.00 FEET AND NORTH 44°56'20" WEST 20.05 FEET AND NORTH 89°55'22" WEST 170.43 FEET FROM THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 254.05 FEET TO THE NORTHERLY LINE OF THAT CERTAIN DEED RECORDED MARCH 22, 1980 AS ENTRY NO. 3436568, IN BOOK 5103, AT PAGE 1020, AT THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE NORTH 89°53'00" WEST 111.85 FEET ALONG SAID NORTHERLY LINE; THENCE NORTH 00°25'00" EAST 140.53 FEET; THENCE SOUTH 89°35'00" EAST 75.00 FEET; THENCE NORTH 00°25'00" EAST 113.89 FEET; THENCE SOUTH 89°55'22" EAST 35.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT B TO UCC-1 FINANCING STATEMENT

Debtor

Secured Party

8802 STORAGE LLC

BANK OF AMERICA, N.A.

All right, title, interest and estate of Debtor now owned, or hereafter acquired, in and to the following property, rights, interests and estates (the Land, the Improvements, and all right, title, interest and estate of Debtor in and to the property, rights, interests and estates hereinafter described are collectively referred to herein as the "**Property**"):

- (a) <u>Land</u>. The real property described in Exhibit A attached hereto and made a part hereof (the "Land");
- (b) Additional Land. All additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of that certain Deed of Trust, Assignment of Leases and Rents and Security Agreement given by the Debtor to and for the benefit of the Secured Party, dated as of October 1, 2020 (together with all extensions, renewals, modifications, substitutions and amendments thereof, the "Security Instrument");
- (c) <u>Improvements</u>. The buildings, structures, fixtures, pads, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the "**Improvements**");
- (d) <u>Easements</u>. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversions and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, rights of dower, rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;
- (e) <u>Equipment</u>. All "goods" and "equipment," as such terms are defined in Article 9 of the Uniform Commercial Code (hereinafter defined), now owned or hereafter acquired by Debtor, which is used at or in connection with the Improvements or the Land or is located thereon or therein (including, but not limited to, all machinery, equipment, furnishings, and electronic data-processing and other office equipment now owned or hereafter acquired by Debtor

and any and all additions, substitutions and replacements of any of the foregoing), together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto (collectively, the "Equipment"). Notwithstanding the foregoing, Equipment shall not include any property belonging to tenants under Leases (hereinafter defined) except to the extent that Debtor shall have any right or interest therein;

- <u>Fixtures</u>. All Equipment now owned, or the ownership of which is hereafter acquired, by Debtor which is so related to the Land and Improvements forming part of the Property that it is deemed fixtures or real property under the law of the particular state in which the Equipment is located, including, without limitation, all building or construction materials intended for construction, reconstruction, alteration or repair of or installation on the Property, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements or the Land, including, but not limited to, engines, devices for the operation of pumps, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, laundry, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Debtor's interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof (collectively, the "Fixtures"). Notwithstanding the foregoing, "Fixtures" shall not include any property which tenants are entitled to remove pursuant to Leases, except to the extent that Debtor shall have any right or interest therein;
- (g) <u>Personal Property</u>. All furniture, furnishings, objects of art, machinery, goods, tools, supplies, appliances, general intangibles, contract rights, accounts, accounts receivable, franchises, licenses, certificates and permits, and all other personal property of any kind or character whatsoever as defined in and subject to the provisions of the Uniform Commercial Code, other than Fixtures, which are now or hereafter owned by Debtor and which are located within or about the Land and the Improvements, together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof (collectively, the "Personal Property"), and the right, title and interest of Debtor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "Uniform Commercial Code"), superior in lien to the lien of the Security Instrument and all proceeds and products of the above;
- (h) <u>Leases and Rents</u>. All leases, subleases, subsubleases, lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of, the Land and the Improvements, and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and

observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into, whether before or after the filing by or against Debtor of any petition for relief under any Creditors Rights Laws (collectively, the "Leases") and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Debtor or its agents or employees from any and all sources arising from or attributable to the Property, including, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of property or rendering of services by Debtor or Manager and proceeds, if any, from business interruption or other loss of income insurance whether paid or accruing before or after the filing by or against Debtor of any petition for relief under any Creditors Rights Laws (collectively, the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

- (i) <u>Insurance Proceeds</u>. All Insurance Proceeds in respect of the Property under any Policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;
- (j) <u>Condemnation Awards</u>. All Awards, including interest thereon, which may heretofore and hereafter be made with respect to the Property by reason of Condemnation, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;
- (k) <u>Tax Certiorari</u>. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;
- (l) <u>Rights</u>. The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Secured Party in the Property;
- (m) Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses (including liquor licenses to the extent Debtor is permitted to do so pursuant to applicable laws), plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or any business or activity conducted on the Land and any part thereof and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, upon the happening of any default

hereunder, to receive and collect any sums payable to Debtor thereunder and all management, service, supply and maintenance contracts and agreements (collectively, the "Agreements");

- (n) <u>Intangibles</u>. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;
- (o) <u>Letter of Credit</u>. All letter-of-credit rights (whether or not the letter of credit is evidenced by a writing) Debtor now has or hereafter acquires relating to the properties, rights, titles and interests referred to in Section 1.1 of the Security Instrument;
- (p) Accounts. All reserves, escrows and deposit accounts maintained by Debtor with respect to the Property, including, without limitation, the Reserve Accounts, the Deposit Account, the Cash Management Account and all accounts established pursuant to Article 10 of the Loan Agreement together with all deposits or wire transfers made to the Deposit Account and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof:
- (q) <u>Conversion</u>. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing items set forth in subsections (a) through (p) including, without limitation, Insurance Proceeds and Awards, into cash or liquidation claims; and
- (r) Other Rights. Any and all other rights of Debtor in and to the items set forth in subsections (a) through (q) above.

Capitalized terms not defined herein shall have the meanings set forth in that certain Loan Agreement between Debtor and Secured Party dated of even date with the Security Instrument (the "Loan Agreement").

[NO FURTHER TEXT ON THIS PAGE]