UCC FINANCING STATEMENT FOLLOW INSTRUCTIONS		13685841 6/8/2021 3:50:00 PM \$40.00 Book - 11187 Pg - 6101-6107 RASHELLE HOBBS Recorder, Salt Lake County, UT COTTONWOOD TITLE BY: eCASH, DEPUTY - EF 7 P.		
A. NAME & PHONE OF CONTACT AT FILER (optional)				
Tina Ross (214. 665.3632)				
B. E-MAIL CONTACT AT FILER (optional)				
rosst@gtlaw.com robinsone@gtlaw.com				
C. SEND ACKNOWLEDGMENT TO: (Name and Address)				
Greenberg Traurig, LLP				
2200 Ross Avenue, Suite 5200	į –			
Dallas, Texas 75201				
Attn: Tina Ross	, ]			
<b>L</b>	THE A	BOVE SPACE IS FO	R FILING OFFICE USE	ONLY
1a. ORGANIZATION'S NAME 2100 and 2100, LLC	ovide the Individual Debtor information in iten			·
DR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 4655 S. 2300 E., Suite 205	CITY Holladay	STATE UT	POSTAL CODE <b>84117</b>	COUNTRY
DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact name will not fit in line 2b, leave all of item 2 blank, check here and provided and provi	xt, full name; do not omit, modify, or abbrevial ovide the Individual Debtor information in iten FIRST PERSONAL NAME	n 10 of the Financing St		
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR	SECURED PARTY): Provide only one Secur	red Party name (3a or 3t	))	
3a. ORGANIZATION'S NAME				
OR B. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
10100 Santa Monica Blvd., Suite 1000	Los Angeles	CA	90067	USA

10100 Santa Monica Blvd., Suite 1000 4. COLLATERAL: This financing statement covers the following collateral:

See Schedule 1 and Exhibit A attached hereto.

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 Transmitting Utility	Agricultural Lien Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/But	yer Bailee/Bailor Licensee/Licensor
8. OPTIONAL FILER REFERENCE DATA: To be filed in Salt Lake County, UT Debtor: 2100 and 2100, LLC c/m#: 16067	71.012800 43037-27

# 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 2100 and 2100, LLC OR 9b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) 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 POSTAL CODE COUNTRY CITY STATE 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 STATE POSTAL CODE COUNTRY CITY 12. ADDITIONAL SPACE FOR ITEM 4 (Collateral): See Schedule 1 and Exhibit A attached hereto. 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): escription of real estate: See Exhibit A attached hereto.

c/m#: 160671.012800

Debtor: 2100 and 2100, LLC

17. MISCELLANEOUS

To be filed in Salt Lake County, UT

2100 and 2100, LLC

**SECURED PARTY:** 

PacificCal Debt III, LLC

### SCHEDULE 1 TO UCC-1 FINANCING STATEMENT

### **Description of Collateral**

- 1. <u>Collateral</u>. This Financing Statement covers the following described property:
- All right, title and interest of Debtor (as defined below) in and to the real property located in the City of Salt Lake, County of Salt Lake, State of Utah, described on Exhibit A attached hereto (the "Real Property"), together with all after acquired title in respect of the Real Property, and all right, title, interest and privileges of Debtor in and to all streets, ways, roads and alleys used in connection with or pertaining to the Real Property; all development rights or credits, air rights, water, water rights and water stock related to the Real Property; all minerals, oil and gas, and other hydrocarbon substances in, on or under the Real Property, and all appurtenances, easements, rights and rights of way appurtenant or related thereto; all buildings, other improvements and fixtures now or hereafter located on the Real Property, including, but not limited to, all apparatus, equipment, and appliances used in the operation or occupancy of the Real Property, it being intended by the parties that all such items shall be conclusively considered to be a part of the Real Property, whether or not attached or affixed to the Real Property (the "Improvements"); and all interest or estate which Debtor may hereafter acquire in the property described above, and all additions and accretions thereto, and the proceeds of any of the foregoing (all of the foregoing being collectively referred to as the "Property"). The listing of specific rights or property shall not be interpreted as a limit of general terms.
- (b) All of Debtor's right, title and interest in, to and under: (i) all leases of the Property or any portion thereof, all licenses and agreements relating to the management, leasing or operation of the Property or any portion thereof, and all other agreements of any kind relating to the use or occupancy of the Property or any portion thereof, whether now existing or entered into after the date of the Security Instrument ("Leases"); and (ii) the rents, issues, deposits and profits of the Property, including, without limitation, all amounts payable and all rights and benefits accruing to Debtor under the Leases ("Payments"). The term "Leases" shall also include all guarantees of and security for the lessees' performance thereunder, and all amendments, extensions, renewals or modifications thereto.
- (c) All assets of Debtor, including without limitation, all of the following described personal property in which Debtor now or at any time hereafter has any interest: all goods, building and other materials, supplies, work in process, equipment, machinery, fixtures, furniture, furnishings, signs and other personal property, embedded software therein, wherever situated, which are or are to be incorporated into, used in connection with, or appropriated for

UCC-1 Financing Statement - Schedule 1 - Page 1

2100 and 2100, LLC

SECURED PARTY:

PacificCal Debt III, LLC

use on (i) the Real Property (to the extent the same are not effectively made a part of the Real Property pursuant to Section 1.1 of the Security Instrument) or (ii) the Improvements; all after acquired title, and all right, title, interest and privileges of Debtor in and to all streets, ways, roads and alleys used in connection with or pertaining to the Real Property, and together with all development rights or credits, air rights, water, water rights and water stock related to the Real Property, and all minerals, oil and gas, and other hydrocarbon substances in, on or under the Real Property, and all appurtenances, easements, rights and rights of way appurtenant or related thereto; all buildings, other improvements and fixtures now or hereafter located on the Real Property, including, but not limited to, all apparatus, equipment, and appliances used in the operation or occupancy of the Real Property, it being intended by the parties that all such items shall be conclusively considered to be a part of the Real Property, whether or not attached or affixed to the Real Property; together with all rents, issues, deposits and profits of the Property (to the extent, if any, they are not subject to Article 3 of the Security Instrument); all inventory, accounts, cash receipts, deposit accounts, accounts receivable, contract rights, general intangibles, chattel paper (whether electronic or tangible), instruments, documents, notes, drafts, letters of credit, letter of credit rights, supporting obligations insurance policies, insurance and condemnation awards and proceeds, any other rights to the payment of money, trade names, trademarks and service marks arising from or related to the ownership, management, leasing or operation of the Property or any business now or hereafter conducted thereon by Debtor; all rights of Debtor under any interest rate hedge, cap, swap or similar agreement; all permits consents, approvals, licenses, authorizations and other rights granted by, given by or obtained from, any governmental entity with respect to the Property; all deposits or other security now or hereafter made with or given to utility companies by Debtor with respect to the Property; all advance payments of insurance premiums made by Debtor with respect to the Property; all plans, drawings and specifications relating to the Property; all loan funds held by Secured Party. whether or not disbursed; all funds deposited with Secured Party or another depository pursuant to the Loan Agreement or any other Loan Documents; all reserves, deferred payments, deposits, accounts, refunds and payments of any kind related to the Property or any portion thereof; together with all replacements and proceeds of, and additions and accessions to, any of the foregoing; together with all books, records and files relating to any of the foregoing.

2. <u>Definitions</u>. As used in this Financing Statement the following capitalized terms shall have the meanings as set forth below, to the extent any initially capitalized term is used above and is not defined herein such term shall have the same meaning as provided in the Loan Agreement:

"Debtor" means 2100 and 2100, LLC, a Utah limited liability company.

"Loan Agreement" means that certain Construction Loan Agreement dated June 8, 2021, executed by Debtor and Secured Party.

2100 and 2100, LLC

SECURED PARTY:

PacificCal Debt III, LLC

"Loan Documents" has the meaning assigned to such term in the Loan Agreement.

"<u>Secured Party</u>" means PacificCal Debt III, LLC, a Delaware limited liability company, its successors and permitted assigns.

"Security Instrument" means that certain Construction Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, executed by Debtor for the benefit of Secured Party, encumbering the Real Property and other collateral described herein and recorded or to be recorded in the Official Records of Salt Lake County, Utah.

2100 and 2100, LLC

**SECURED PARTY:** 

PacificCal Debt III, LLC

## EXHIBIT A TO UCC-1 FINANCING STATEMENT

#### LEGAL DESCRIPTION

Proposed 21ST & 21ST SUBDIVISION, being more particularly described as follows:

A parcel of land being all of ten (10) entire tracts described in that 1) Special Warranty Deed recorded July 18, 2019 as Entry No. 13032809 in Book 10805 at Page 1733; 2) Special Warranty Deed recorded July 18. 2019 as Entry No. 13032816 in Book 10805, at Page 1765; 3) Special Warranty Deed recorded July 18, 2019 as Entry No. 1884925 in Book 1992, at Page 226; 4) Quit Claim Deed recorded June 16, 2017 as Entry No. 12557114 in Book 10568, at Page 2774; 5) Warranty Deed recorded July 2, 2012 as Entry No. 11422512 in Book 10032, at Page 2853 in the Office of the Salt Lake County Recorder. Said parcel of land is located in Lot 2, Block 6, Five Acre Plat "C", Big Field Survey in the Southwest Quarter of Section 15 and the Northwest Quarter of Section 22, Township 1 South, Range 1 East, Salt Lake Base and Meridian and described as follows:

Beginning at the southwesterly corner of Country Club View Condominiums recorded November 5, 2007 as Entry No. 10267396, which is 229.70 feet N. 00°11'45" E from the southwesterly corner of said Lot 2, Block 6, Five Acre Plat "C", said point also being 262.62 feet N. 00°11'30" E. along the monument line of 2100 East and 32.77 feet East from the Street Monument at the intersection of 2100 South Street and 2100 East Street; thence S. 89°51'38" E. 455.40 feet along the southerly line of said Country Club View Condominiums to the southeasterly corner of said Country Club View Condominiums and the northeasterly corner of that parcel of land described as "Parcel 2" in said Special Warranty Deed recorded as Entry No. 13032809; thence along said "Parcel 2" and "Parcel 1" described in that Special Warranty Deed the following five (5) courses: 1) S. 00°11'47" W. (Record = South) 79.70 feet; 2) S. 89°51'38" E. (Record = East) 75.90 feet; 3) S. 00°11'47" W. (Record = South) 150.00 feet; 4) N. 89°51'38" W. 151.80 feet; 5) N. 00°11'47" E. (Record = North) 19.00 feet to the southeasterly corner of that parcel of land described as "Parcel 4" in that said Special Warranty Deed recorded as Entry No. 13032816; thence N. 89°51'38" W. (Record = West) 304.50 feet to the easterly boundary line of that parcel of land described in said Warranty Deed recorded as Entry No. 11422512; thence along said parcel the following four (4) courses: 1) S. 00°11'47" W. (Record = South) 19.00 feet: 2) N. 89°51'38" W. (Record = West) 55.48 feet to a point of tangency with a 19.50 - foot radius curve to the right, concave northeasterly; 3) Northwesterly 30.65 feet along the arc of said curve, through a central angle of 90°03'24" (Chord bears N. 44°49'57" W. 27.59 feet); 5) N. 00°11'45" E. (Record = North) 210.18 feet to the Point of Beginning.

Exhibit A - Page 1

2100 and 2100, LLC

SECURED PARTY:

PacificCal Debt III, LLC

Parcel ID Nos.: 16-22-103-001; 16-22-103-002; 16-22-103-008; 16-22-103-011; 16-22-103-007; 16-15-359-016; 16-15-359-015; 16-22-103-010; 16-15-359-014 and 16-22-103-003