



W2954362

E# 2954362 PG 1 OF 8
Leann H. Kilts, WEBER COUNTY RECORDER
29-Nov-18 1207 PM FEE \$25.00 DEP JC
REC FOR: FIRST AMERICAN TITLE-NCS-SLC1
ELECTRONICALLY RECORDED

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Faige P. Klein, Esq. (212) 484-3900
B. E-MAIL CONTACT AT FILER (optional) faige.klein@arentfox.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div style="border: 1px solid black; padding: 5px; display: inline-block;"> ARENT FOX LLP 1301 Avenue of the Americas New York, New York 10019 Attention: Faige P. Klein, Esq. </div> <div style="display: inline-block; vertical-align: top; margin-left: 20px;"> First American Title National Commercial Services NCS File # 899603-07 </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 Falls at Canyon Rim ICG LLC					
OR	1b. INDIVIDUAL'S SURNAME				
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX		
1c. MAILING ADDRESS 901 Fifth Avenue, Suite 4100		CITY Seattle	STATE WA	POSTAL CODE 98164	COUNTRY 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 FANNIE MAE					
OR	3b. INDIVIDUAL'S SURNAME				
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX		
3c. MAILING ADDRESS c/o Berkadia Commercial Mortgage LLC 323 Norristown Road, Suite 300		CITY Ambler	STATE PA	POSTAL CODE 19002	COUNTRY USA

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

Please see Schedule A and Exhibit A 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 <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
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7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

To be recorded in the land records of Weber County, UT (ICG 015048.02854)

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 Falls at Canyon Rim ICG 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
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11. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME Berkadia Commercial Mortgage LLC			
OR			
11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

11c. MAILING ADDRESS 323 Norristown Road, Suite 300	CITY Ambler	STATE PA	POSTAL CODE 19002	COUNTRY USA
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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: Please see Exhibit A attached hereto and made a part hereof.
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17. MISCELLANEOUS:
To be recorded in the land records of Weber County, UT (ICG 015048.02854)

**SCHEDULE A
TO UCC FINANCING STATEMENT
(Borrower)**

DEBTOR: FALLS AT CANYON RIM ICG LLC
901 FIFTH AVENUE, SUITE 4100
SEATTLE, WA 98164

SECURED PARTY: FANNIE MAE
C/O BERKADIA COMMERCIAL MORTGAGE LLC
323 NORRISTOWN ROAD, SUITE 300
AMBLER, PA 19002

This financing statement covers the following types (or items) of property (the “**Collateral Property**”):

1. Improvements.

The buildings, structures, improvements, and alterations now constructed or at any time in the future constructed or placed upon the land described in Exhibit A attached hereto (the “**Property**”), including any future replacements, facilities, and additions and other construction on the Property (the “**Improvements**”);

2. Goods.

All goods which are used now or in the future in connection with the ownership, management, or operation of the Property or the Improvements or are located on the Property or in the Improvements, including inventory; furniture; furnishings; machinery, equipment, engines, boilers, incinerators, and installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air, or light; antennas, cable, wiring, and conduits used in connection with radio, television, security, fire prevention, or fire detection, or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers, and other appliances; light fixtures, awnings, storm windows, and storm doors; pictures, screens, blinds, shades, curtains, and curtain rods; mirrors, cabinets, paneling, rugs, and floor and wall coverings; fences, trees, and plants; swimming pools; exercise equipment; supplies; tools; books and records (whether in written or electronic form); websites, URLs, blogs, and social network pages; computer equipment (hardware and software); and other tangible personal property which is used now or in the future in connection with the ownership, management, or operation of the Property or the Improvements or are located on the Property or in the Improvements (the “**Goods**”);

3. Fixtures.

All Goods that are so attached or affixed to the Property or the Improvements as to constitute a fixture (the “**Fixtures**”) under the laws of the jurisdiction in which the Property is located (the “**Property Jurisdiction**”);

4. Personalty.

All Goods, accounts, choses of action, chattel paper, documents, general intangibles (including software), payment intangibles, instruments, investment property, letter of credit rights, supporting obligations, computer information, source codes, object codes, records and data, all telephone numbers or listings, claims (including claims for indemnity or breach of warranty), deposit accounts and other property or assets of any kind or nature related to the Collateral Property now or in the future, including operating agreements, surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Collateral Property, and all other intangible property and rights relating to the operation of, or used in connection with, the Collateral Property, including all governmental permits relating to any activities on the Property or the Improvements (the “**Personalty**”);

5. Other Rights.

All current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights-of-way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses, and appurtenances related to or benefiting the Property or the Improvements, or both, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated;

6. Insurance Proceeds.

All insurance policies relating to the Collateral Property (and any unearned premiums) and all proceeds paid or to be paid by any insurer of any part of the Collateral Property, whether or not Debtor obtained the insurance pursuant to Secured Party’s requirements;

7. Awards.

All awards, payments, and other compensation made or to be made by any municipal, state or federal authority with respect to any part of the Collateral Property, including any awards or settlements resulting from (a) any action or proceeding, however characterized or named, relating to any condemnation or other taking, or conveyance in lieu thereof, of all or any part of the Collateral Property, whether direct or indirect (a “**Condemnation Action**”), (b) any damage to the Collateral Property caused by governmental action that does not result in a Condemnation Action, or (c) the total or partial taking of any part of the Collateral Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof;

8. Contracts.

All contracts, options, and other agreements for the sale of any part of the Collateral Property entered into by Debtor now or in the future, including cash or securities deposited to secure performance by parties of their obligations;

9. Rents.

All rents (whether from residential or non-residential space), revenues and other income of the Property or the Improvements, including subsidy payments received from any sources, including payments under any "Housing Assistance Payments Contract" or other rental subsidy agreement (if any), parking fees, laundry and vending machine income, and fees and charges for food, health care and other services provided at the Collateral Property, whether now due, past due, or to become due, and all tenant security deposits (the "**Rents**");

10. Leases.

All present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Collateral Property, or any portion of the Collateral Property (including proprietary leases or occupancy agreements if Debtor is a cooperative housing corporation), and all modifications, extensions, or renewals thereof (the "**Leases**") and all Lease guaranties, letters of credit and any other supporting obligation for any of the Leases given in connection with any of the Leases;

11. Other.

All earnings, royalties, accounts receivable, issues, and profits from any part of Collateral Property, and all undisbursed proceeds of the loan secured by the Mortgage, Deed of Trust, or Deed to Secure Debt upon the Property and Improvements (the "**Security Instrument**") and, if Debtor is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;

12. Imposition Deposits.

Deposits held by the Secured Party to pay when due (a) any water and sewer charges which, if not paid, may result in a lien on all or any part of the Collateral Property, (b) the premiums for fire and other casualty insurance, liability insurance, rent loss insurance, and such other insurance as Secured Party may require, (c) taxes, assessments, vault rentals, and other charges, if any, general, special, or otherwise, including assessments for schools, public betterments and general or local improvements, which are levied, assessed or imposed by any public authority or quasi-public authority, and which, if not paid, will become a lien on the Collateral Property or any taxes upon any of the documents evidencing or securing the loan secured by the Security Instrument, and (d) amounts for other charges and expenses which Secured Party at any time reasonably deems necessary to protect the Collateral Property, to prevent the imposition of liens on the Collateral Property, or otherwise to protect Secured Party's interests, all as reasonably determined from time to time by Secured Party (the "**Impositions**");

13. Refunds or Rebates.

All refunds or rebates of Impositions by any municipal, state or federal authority or insurance company (other than refunds applicable to periods before the real property tax year in which the Security Instrument is dated);

14. Names.

All names under or by which any of the Collateral Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Collateral Property;

15. Collateral Accounts and Collateral Account Funds.

Any and all funds on deposit in any account designated as a "Collateral Account" by Secured Party pursuant to any separate agreement between Debtor and Secured Party which provides for the establishment of any fund, reserve or account;

16. Other Proceeds.

Any and all products, and all cash and non-cash proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds;

17. Mineral Rights.

All of Debtor's right, title and interest in the oil, gas, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and estates in, under and on the Mortgaged Property and other oil, gas, minerals, and mineral interests with which any of the foregoing interests or estates are pooled or unitized; and

18. Accounts.

All money, funds, investment property, accounts, general intangibles, deposit accounts, chattel paper, documents, instruments, judgments, claims, settlements of claims, causes of action, refunds, rebates, reimbursements, reserves, deposits, subsidies, proceeds, products, Rents and profits, now or hereafter arising, received or receivable, from or on account of the ownership, management and operation of the Property and the Improvements.

All terms used and not specifically defined herein, but which are otherwise defined by the Uniform Commercial Code in force in the Property Jurisdiction (the "UCC"), shall have the meanings assigned to them by the UCC or the meanings set forth in that certain Master Credit Facility Agreement between Debtor and Secured Party, entered into on or about November 29, 2018.

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**EXHIBIT A
TO
SCHEDULE A TO UCC FINANCING STATEMENT
(Borrower)**

LEGAL DESCRIPTION OF THE FALLS AT CANYON RIM

PARCEL 1:

LOT 1, GRANITE POINTE PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF AS RECORDED IN THE OFFICE OF THE WEBER COUNTY RECORDER. TOGETHER WITH THAT PORTION OF VACATED 6000 SOUTH STREET ABUTTING ON THE NORTH AS DISCLOSED IN ORDINANCE NO. 02-16, RECORDED JUNE 21, 2002 AS ENTRY NO. 1856572 IN BOOK 2241 AT PAGE 320 OF OFFICIAL RECORDS. EXCEPTING ANY PORTION THEREFROM WITHIN CROSSROADS LANDING COMMERCIAL SUBDIVISION NO. 3.

ALSO LESS AND EXCEPTING THE FOLLOWING LEGAL DESCRIPTION:

A PARCEL OF LAND IN THE WEST 1/2 OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SOUTH OGDEN CITY, WEBER COUNTY, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1 OF GRANITE POINTE PHASE 1, A PART OF CROSSROADS LANDING COMMERCIAL SUBDIVISION NO. 2 CERTIFIED BY GARY L. NEWMAN L.S. NO. 4478 ON OCTOBER 15, 1999; THENCE SOUTH 88 DEGREES 33' 36" EAST A DISTANCE OF 69.47 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT 50.0 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY A DISTANCE OF 82.51 FEET ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 94 DEGREES 32' 49" SUBTENDED BY A CHORD THAT BEARS SOUTH 82 DEGREES 46' 58" EAST A DISTANCE OF 73.46 FEET; THENCE SOUTH 1 DEGREES 12' 40" WEST A DISTANCE OF 111.95 FEET; THENCE SOUTH 44 DEGREES 45' 41" EAST A DISTANCE 101.61 FEET; THENCE SOUTH 45 DEGREES 14' 19" WEST A DISTANCE OF 103.27 FEET; THENCE SOUTH 44 DEGREES 46' 58" EAST A DISTANCE OF 107.09 FEET; THENCE SOUTH A DISTANCE OF 52.40 FEET; THENCE SOUTH 60 DEGREES 10' 39" WEST A DISTANCE OF 257.65 FEET; THENCE NORTH 29 DEGREES 49' 21" WEST A DISTANCE OF 361.44 FEET; THENCE NORTH 42 DEGREES 0' 0" EAST A DISTANCE OF 283.43 FEET THE REAL POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF VACATED 6000 SOUTH STREET ABUTTING ON THE NORTH AS DISCLOSED IN ORDINANCE NO. 02-16, RECORDED JUNE 21, 2002 AS ENTRY NO. 1856572 IN BOOK 2241 AT PAGE 320 OF OFFICIAL RECORDS. EXCEPTING ANY PORTION THEREFROM WITHIN CROSSROADS LANDING COMMERCIAL SUBDIVISION NO. 3.

PARCEL 2:

A PARCEL OF LAND IN THE WEST 1/2 OF SECTION 22, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SOUTH OGDEN CITY, WEBER COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1 OF GRANITE POINTE PHASE 1, A PART OF CROSSROADS LANDING COMMERCIAL SUBDIVISION NO. 2 CERTIFIED BY GARY L. NEWMAN L.S. NO. 4478 ON OCTOBER 15, 1999; THENCE SOUTH 88 DEGREES 33' 36" EAST A DISTANCE OF 69.47 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT 50.0 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY A DISTANCE OF 82.51 FEET ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 94 DEGREES 32' 49" SUBTENDED BY A CHORD THAT BEARS SOUTH 82 DEGREES 46' 58" EAST A DISTANCE OF 73.46 FEET; THENCE SOUTH 1 DEGREES 12' 40" WEST A DISTANCE OF 111.95 FEET; THENCE SOUTH 44 DEGREES 45' 41" EAST A DISTANCE 101.61 FEET; THENCE SOUTH 45 DEGREES 14' 19" WEST A DISTANCE OF 103.27 FEET; THENCE SOUTH 44 DEGREES 46' 58" EAST A DISTANCE OF 107.09 FEET; THENCE SOUTH A DISTANCE OF 52.40 FEET; THENCE SOUTH 60 DEGREES 10' 39" WEST A DISTANCE OF 257.65 FEET; THENCE NORTH 29 DEGREES 49' 21" WEST A DISTANCE OF 361.44 FEET; THENCE NORTH 42 DEGREES 0' 0" EAST A DISTANCE OF 283.43 FEET THE REAL POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF VACATED 6000 SOUTH STREET ABUTTING ON THE NORTH AS DISCLOSED IN ORDINANCE NO. 02-16, RECORDED JUNE 21, 2002 AS ENTRY NO. 1856572 IN BOOK 2241 AT PAGE 320 OF OFFICIAL RECORDS.

EXCEPTING THEREFROM ANY PORTION WITHIN CROSSROADS LANDING COMMERCIAL SUBDIVISION NO. 3.

Tax Parcel Numbers: 07-555-0001, 07-555-0002