UCC FINANCING STATEMENT FOLLOW INSTRUCTIONS A. NAME & PHONE OF CONTACT AT FILER (optional)			Book - 10862 P RASHELLE HC Recorder, Salt BACKMAN TIT	BBS Lake County, UT	
B. E-MAIL CONTACT AT FILER (optional)					
C. SEND ACKNOWLEDGMENT TO: (Name and Address)					
	_				
LaRocca Hornik Rosen & Greenberg Ll Attn: Jonathan L. Hornik, Esq.	-P '				
83 South Street, Suite 302					
Freehold, NJ 07728	1				
		THE A	OVE SPACE IS FO	R FILING OFFICE USE	ONLY
1a. ORGANIZATION'S NAME WRE AVENUES, LLC	provide the Individual Debtor in	ormation in item	10 of the Financing Sta	ttement Addendum (Form UC	CC1Ad)
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL N	∤M E	ADDITIO	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX STATE POSTAL CODE COUNTRY 11T 84106 USA	
1c. MAILING ADDRESS	CITY	0:1	i		
2672 Filmore Street	Salt Lake	City	UT	84106	USA
2c. MAILING ADDRESS 2. MAILING ADDRESS 3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNEE ASS	FIRST PERSONAL N. CITY DR SECURED PARTY): Provide		STATE	NAL NAME(S)/INITIAL(S) POSTAL CODE	COUNTRY
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL N	AME	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
SU, INDIVIDUAL S SUKNAWIE					
3c. MAILING ADDRESS 645 Madison Avenue, Floor 19	CITY New York		STATE	POSTAL CODE 10022	COUNTRY
3c. MAILING ADDRESS 645 Madison Avenue, Floor 19 4. COLLATERAL: This financing statement covers the following collateral Please see attached Schedule A and E Parcl No. 09-31-438-005 5. Check only if applicable and check only one box: Collateral is held in	New York Exhibit A for prop	erty des	NY cription	10022	USA Representativ
3c. MAILING ADDRESS 645 Madison Avenue, Floor 19 4. COLLATERAL: This financing statement covers the following collateral Please see attached Schedule A and E Parcel No. 09-31-438-005	New York Exhibit A for prop	erty des	cription being administe 6b. Check only	10022	al Representativone box:

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 WRE AVENUES, LLC 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 SUFFIX INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) COUNTRY STATE POSTAL CODE 10c. MAILING ADDRESS ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b) 11a, ORGANIZATION'S NAME Loan Funder Series 9854 OR 11b. INDIVIDUAL'S SURNAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX FIRST PERSONAL NAME POSTAL CODE 11c. MAILING ADDRESS 645 Madison Avenue, Floor 19 STATE New York 10022 USA 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 16. Description of real estate: (if Debtor does not have a record interest): Please see attached Schedule A and Exhibit A for property description 17. MISCELLANEOUS:

SCHEDULE A PROPERTY DESCRIPTION

Commencing 3 rods North from Southwest Corner of Lot 3, Block 62, Plat D Salt Lake City Survey; thence North 3.67 rods; thence East 10 rods; thence South 6.67 rods; thence West 45.3 feet; thence North 3 rods; thence West 119.7 feet to beginning.

Parcel No.: 09-31-438-005

Property commonly known as: 232 North H Street, Salt Lake City, Utah 84103

EXHIBIT A

- A. All fixtures and systems and articles of personal property, of every kind and character, now owned or hereafter acquired by Mortgagor (Mortgagor's successors or assigns), which are now or hereafter attached to the Land, which is located in the County of Salt Lake, State of Utah and more particularly described in Schedule "A" attached hereto, or the Improvements, or used in or necessary to complete the proper planning, development, use, occupancy or operation thereof, or acquired (whether delivered to the Land or stored elsewhere) for use or installation in or on the Land or the Improvements, and all renewals and replacements of, substitutions for and additions to the foregoing, including, but without limiting the foregoing, all of the following items now owned or hereafter acquired by Mortgagor, any and all fixtures, systems, heating, ventilating, air conditioning, refrigerating, plumbing, water, sewer, lighting, generating, cleaning, storage, incinerating, waste disposal, sprinkler, fire extinguishing, communications, transportation (of people or things, including, but not limited to, stairways, elevators, escalators and conveyors), data processing, security and alarm, laundry, food or drink preparation, storage of serving, gas, electrical and electronic, water, and recreational uses or purposes; all tanks, pipes, wiring, conduits, ducts, doors, partitions, floor coverings, wall coverings, windows, window screens and shades, awnings, fans, motors, engines and boilers; motor vehicles; decorative items and art objects; and files, records and books of account (all of which are herein sometimes referred to together as "Accessories");
- B. All (a) plans and specifications for the Improvements; (b) approvals, entitlements and contracts relating to the Land or the Improvements or the Accessories or any part thereof; (c) deposits including, but not limited to, Mortgagor's rights in tenants' security deposits (if any), deposits with respect to utility services to the Land or the Improvements or the Accessories or any part thereof, and any deposits or reserves hereunder or under any other Loan Document (as hereinafter defined) for taxes, insurance or otherwise, funds, accounts, contract rights, instruments, documents, commitments, general intangibles, notes and chattel paper used in connection with or arising from or by virtue of any transactions related to the Land or the Improvements or the Accessories or any part thereof; (d) permits, licenses, franchises, bonds, certificates and other rights and privileges obtained in connection with the Land or the Improvements or the Accessories or any part thereof; (e) leases, rents, royalties, bonuses, issues, profits, revenues and other benefits of the Land, the Improvements and the Accessories; and (f) other properties, rights, titles and interests, if any, specified in any Section or any Article of this Mortgage as being part of the Property;
- C. All proceeds, products, consideration, compensation and recoveries, direct or consequential, cash and noncash, of or arising from, as the case may be, (a) the properties, rights, titles and interests referred to above in paragraphs (A), (B), (C) and (D); (b) any sale, lease or other disposition thereof; (c) each policy of insurance relating thereto (including premium refunds); (d) the taking thereof or of any rights appurtenant thereto by eminent domain or sale in lieu thereof for public or quasi-public use under any law; and (e) any damage thereto whether caused by such a taking (including change of grade of streets, curb cuts or other rights of access) or otherwise caused; and
- D. All other interests of every kind and character, and proceeds thereof, which Mortgagor now has or hereafter acquires in, to or for the benefit of the properties, rights, titles and interests referred to above in paragraphs (A), (B), (C), (D) and all property used or useful in connection therewith, including, but not limited to, remainders, reversions and reversionary rights or interests.