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 04/17/2017 02:44 PM \$16.00  
 Book - 10548 Pg - 3691-3694  
 GARY W. OTT  
 RECORDER, SALT LAKE COUNTY, UTAH  
 THE CLAWSON GROUP  
 5107 S 900 E STE 100  
 SLC, UT 84117  
 BY: MSP, DEPUTY - WI 4 P.

**UCC FINANCING STATEMENT**  
 FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Brody Bevan</b>
B. E-MAIL CONTACT AT FILER (optional) <b>bbevan@theclawsongroup.com</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address)  <div style="border: 1px solid black; padding: 5px; width: fit-content;"> <b>The Clawson Group, Inc.</b>  <b>5107 South 900 East Suite 100</b>  <b>SLC, UT. 84117</b> </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 <b>Hillside Plaza Partners, LLC</b>				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS <b>c/o Doerken Properties, Inc. 1148 - 15th St. S</b>		CITY <b>Santa Monica</b>	STATE <b>CA</b>	POSTAL CODE <b>94404</b>
			COUNTRY <b>USA</b>	

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 <b>Protective Life Insurance Company</b>				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS <b>2801 Highway 280, South</b>		CITY <b>Birmingham</b>	STATE <b>UT</b>	POSTAL CODE <b>35202</b>
			COUNTRY <b>USA</b>	

4. COLLATERAL: This financing statement covers the following collateral:  
**All of the equipment, fixtures, contract rights, general intangibles and tangible personal property of every nature now owned or hereafter acquired by Debtor, all additions, replacements, and proceeds thereof and all other property set forth in Schedule A attached hereto located on the real property described on 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:  
 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/Licensor

8. OPTIONAL FILER REFERENCE DATA:  
**File in Salt Lake County, Utah**

# 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	Hillside Plaza 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:  
**The Property described in attached Schedule "A", which property located on or used in connection with the real property described in attached Exhibit "A", Exhibit "A" and Schedule "A" are incorporated herein by this reference.**

17. MISCELLANEOUS:

SCHEDULE A

All of Debtor's estate, right, title and interest in, to and under the Property and any and all of the following, whether now owned or held or hereafter acquired or owned by Debtor:

- (a) All Leases;
- (b) All profits and sales proceeds, including, without limitation, earned money and other deposits, now or hereafter becoming due by virtue of any contract or contracts for the sale of Debtor's Interest in the Property;
- (c) All proceeds (including claims thereto or demands therefor) of the conversion, voluntary or involuntary, permitted or otherwise, of any of the foregoing into cash or liquidated claims; and
- (d) All insurance proceeds payable on account of any act or occurrence of any kind or nature which results in damage, loss or destruction to the Property and all awards of payment or compensation payable on account of any condemnation or other taking for public or private use of the Property or which relates to injury, damage, benefit or betterment thereto.

As used in this Schedule A, the following terms shall have the respective meanings attributed to them as follows:

**Improvements:** all buildings, structures and other improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land or any portion thereof; all fixtures and other articles of every kind and nature whatsoever now or hereafter owned by Debtor and used or procured for use in connection with the operation and maintenance on the Realty or Personally.

**Land:** the land described in *Exhibit A* attached hereto, together with all estate, title, interests, title reversion rights, rents, increases, issues, profits, rights of way or uses, additions, accretions, servitudes, gaps, gores, liberties, privileges, water rights, water courses, alleys, streets, passages, ways, vaults, adjoining strips of ground, licenses, tenements, franchises, hereditaments, rights, appurtenances and easements, now or hereafter owned by Debtor and existing, belonging or appertaining to the Land, all claims or demands whatsoever of Debtor therein or thereto, either in law or in equity, in possession or in expectancy and all estate, right, title and interest of Debtor in and to all streets, roads and public places opened or proposed, now or appertaining to, the Land.

**Leases:** all leases, lease guarantees, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to all or any portion of the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, and all rents, royalties, issues, profits, revenue, income and other benefits of the Property arising from the use or enjoyment thereof or from the Leases, including, without limitation, cash or securities deposited thereunder to secure performance by the tenants of their obligations thereunder, whether said cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

**Personally:** all of Debtor's interest in the personal property of any kind or nature whatsoever, whether tangible or intangible, whether or not any of such personal property is now or becomes a "fixture" or attached to the Realty, which is used or will be used in the construction of, or is or will be placed upon, or is derived from or used in connection with, the maintenance, use, occupancy or enjoyment of the Realty, including, without limitation, all accounts, documents, instruments, chattel paper (including electronic chattel paper and tangible chattel paper), general intangibles (including payment intangibles and software), goods (including consumer goods, inventory, equipment and farm products), letter-of-credit rights and deposit accounts (as those terms are defined in the Uniform Commercial Code as now adopted or amended from time to time in the State), all plans and specifications, contracts and subcontracts for the construction, reconstruction or repair of the Improvements, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, rents, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit, policies and proceeds of insurance, motor vehicles and aircraft, together with all present and future attachments, accretions, accessions, replacements and additions thereto and products and proceeds thereof.

**Property:** the Realty and Personally or any portion thereof or interest therein except as the context otherwise requires.

**Realty:** the Land and Improvements or any portion thereof or interest therein, as the context requires.

Some of the above-described property is now, or may in the future become, affixed to the Land described on *Exhibit A* attached hereto. The Debtor is a record owner of the Land.

**THIS FINANCING STATEMENT IS TO BE CROSS-INDEXED IN THE REAL ESTATE MORTGAGE RECORDS.**

EXHIBIT A

**Parcel 1:**

*Beginning at a point on the East line of 2300 East Street, said point being South 0 deg. 14'40" West 40.01 feet and South 89 deg. 51'30" East 33.00 feet from the North quarter corner of Section 27, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence South 89 deg. 51'30" East 830.752 feet; thence South 39 deg. 30'00" East 116.859 feet; thence South 39 deg. 10'00" West 243.69 feet; thence South 45 deg. 11'35" West 720.00 feet; thence South 66 deg. 22'30" West 102.47 feet; thence North 89 deg. 45'20" West 150.00 feet to the East line of 2300 East Street; thence North 0 deg. 14'40" East 828.99 feet to the point of beginning.*

22-27-201-029-0000

Protective Life  
Hillside Plaza  
Salt Lake City, UT