

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) Capital Educators Federal Credit Union 275 S Stratford Dr Meridian, ID 83642

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 CPI/American Fork Limited Partnership	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
OR 1b. INDIVIDUAL'S SURNAME				
1c. MAILING ADDRESS 10400 W. Overland Rd PMB 420	CITY Boise	STATE ID	POSTAL CODE 83709	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	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
OR 2b. INDIVIDUAL'S SURNAME				
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 Capital Educators Federal Credit Union	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
OR 3b. INDIVIDUAL'S SURNAME				
3c. MAILING ADDRESS 275 S Stratford Dr	CITY Meridian	STATE ID	POSTAL CODE 83642	COUNTRY USA

4 COLLATERAL. This financing statement covers the following collateral:

All that property described on Exhibit "B" attached hereto and made a part hereof and situated on that parcel(s) of land more fully described on Exhibit "A" attached hereto and made a part hereof.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> 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
7 ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licenser	
8 OPTIONAL FILER REFERENCE DATA:	

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 CPI/American Fork Limited Partnership
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

<p>15 Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):</p>	<p>16 Description of real estate Exhibit A.</p>
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17. MISCELLANEOUS

Exhibit "B"

All right, title and interest now owned or hereafter acquired in and to each of the following (collectively, the "Collateral"):

(a) Any and all fixtures, machinery, equipment and other articles of real, personal or mixed property, belonging to Debtor, at any time now or hereafter installed in, attached to or situated in or upon the Real Estate, or the buildings and improvements now or hereafter erected thereon, or used or intended to be used exclusively in connection with the Real Estate, or in the operation of the buildings and improvements, plant, business or dwelling situate thereon, whether or not such real, personal or mixed property is or shall be affixed thereto, and all replacements, substitutions and proceeds of the foregoing (all of the foregoing herein called the "Service Equipment"), including without limitation: (i) all appliances, furniture and furnishings; all articles of interior decoration, floor, wall and window coverings; all office, restaurant, bar, kitchen and laundry fixtures, utensils, appliances and equipment; all supplies, tools and accessories; all storm and screen windows, shutters, doors, decorations, awnings, shades, blinds, signs, trees, shrubbery and other plantings; (ii) all building service fixtures, machinery and equipment of any kind whatsoever; all lighting, heating, ventilating, air conditioning, refrigerating, sprinkling, plumbing, security, irrigating, cleaning, incinerating, waste disposal, communications, alarm, fire prevention and extinguishing systems, fixtures, apparatus, conduits, pumps, boilers, tanks, motors, engines, furnaces and compressors; all dynamos, transformers and generators; (iii) all building materials, building machinery and building equipment delivered on site to the Real Estate during the course of, or in connection with any construction or repair or renovation of the buildings and improvements; (iv) all parts, fittings, accessories, accessions, substitutions and replacements therefor and thereof; and (v) all files, books, ledgers, reports and records relating to any of the foregoing;

(b) Any and all leases, subleases, tenancies, licenses, occupancy agreements or agreements to lease all or any portion of the Real Estate, Improvements, Service Equipment or all or any other portion of the Collateral and all extensions renewals, amendments, modifications and replacements thereof, and any options, right of first refusal or guarantees relating thereto (collectively, the "Leases"); all rents, income, receipts, revenues, security deposits, escrow accounts, reserves, issues, profits, awards and payments of any kind payable under the Leases or otherwise arising from the Real Estate, Improvements, Service Equipment or all or any other portion of the Collateral including, without limitation, minimum rents, additional rents, percentage of rents, parking, maintenance and deficiency rents (collectively, the "Rents"); all of the following personal property (collectively referred to as the "Contracts"); all accounts, general intangibles and contract rights (including any right to payment thereunder, whether or not earned by performance) of any nature relating to the Real Estate, Improvements, Service Equipment or all or any other portion of the Collateral or the use, occupancy, maintenance, construction, repair or operation thereof; all management agreements, franchise agreements, utility agreements and deposits, building service contracts, maintenance contracts, construction contracts and architect's agreements; all maps, plans, drawings, renderings, surveys and specifications; all warranties and guaranties; all permits, licenses and approvals; and all insurance policies, books of account and other documents, of whatever kind or character, relating to the use, construction upon,

occupancy, leasing, sale or operation of the Real Estate, Improvements, Service Equipment or all or any other portion of the Collateral;

(c) Any and all estates, rights, tenements, hereditaments, privileges, easements, reversions, remainders and appurtenances of any kind benefitting or appurtenant to the Real Estate, Improvements or all or any other portion of the Collateral; all means of access to and from the Real Estate, Improvements or all or any other portion of the Collateral, whether public or private; all streets, alleys, passages, way, water courses, water and mineral rights relating to the Real Estate, Improvements or all or any other portion of the Collateral; all rights of Debtor as declarant or unit owner under any declaration of condominium or association applicable to the Real Estate, Improvements or all or any other portion of the Collateral including, without limitation, all development rights. Pursuant to any Declaration to which the Real Estate is subject; and all other claims or demands of Debtor, either at law or in equity, in possession or expectancy of, in, or to the Real Estate, Improvements or all or any other portion of the Collateral (all of the foregoing described in this subsection are hereinafter referred to as the "Appurtenances:"); and

(d) Any and all "proceeds" of any of the above-described Real Estate, Improvements, Service Equipment, Leases, Rents, Contracts and Appurtenances, which term "proceeds" shall have the meaning given to it in the Uniform Commercial Code, as amended, (the "Code") of the State in which the Collateral is located (collectively the "Proceeds") and shall additionally include whatever is received upon the use, lease, sale, exchange, transfer, collection or other utilization or any disposition or conversion of any of the Real Estate, Improvements, Service Equipment, Leases, Rents, Contracts and Appurtenances, voluntary or involuntary, whether cash or non-cash, including proceeds of insurance and condemnation awards, rental or lease payments, accounts, chattel paper, instruments, documents, contract rights, general intangibles, equipment and inventory.

TOGETHER with any and all awards heretofore and hereafter made to the Debtor by any governmental or other lawful authorities for taking by eminent domain in whole or any part of the Collateral or the buildings and improvements now erected or hereafter to be erected, improved, placed or constructed thereon, or any easement therein, including any award for any changes of grades of streets.

Pro-Title & Escrow, Inc.
File No. 35271-T

EXHIBIT "A"

Lot 2, Plat "A", ALBERTSON'S CENTER NO. 2 SUBDIVISION, American Fork, Utah, according to the official plat thereof on file and of record in the office of the Utah County Recorder.

LESS AND EXCEPTING THEREFROM that portion conveyed in that certain Warranty Deed recorded February 14, 2017 as Entry No. 15385:2017 in the Utah County Recorder's office, described as follows:

Beginning at the southeast corner of said Lot 2, which point also being 49.50 feet perpendicularly distant northerly from the control line of said project at approximate engineer station 209+38.49, and running thence North 89°18'27" West 23.53 feet along the south line of said Lot 2 to a point being 49.50 feet perpendicularly distant northerly from the control line of said project at approximate engineer station 209+14.96; thence North 47°51'45" East 31.92 feet to a point being 71.17 feet perpendicularly distant northerly from the control line of said project at approximate engineer station 209+38.37; thence South 00°22'39" West 21.70 feet along the east line of said Lot 2 to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.