

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

13959413 B: 11342 P: 8382 Total Pages: 7
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Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120SALT LAKE CITY, UT 84121

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
Willkie Farr & Gallagher LLP 787 Seventh Avenue New York, NY 10019 Attention: Noah Bilenker, Esq.

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				
Harvest UT Owner LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
419 Park Avenue South, 12th Floor	New York	NY	10016	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				
Mesa West Core Lending Fund, LLC				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
11755 Wilshire Boulevard, Suite 2100	Los Angeles	CA	90025	USA

4. COLLATERAL: This financing statement covers the following collateral:
See 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 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:
To be filed with the Salt Lake County Recorder's Office - CM 128007-00031

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

Harvest UT Owner 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:

See Exhibit B attached hereto and made a part hereof.

17. MISCELLANEOUS:

**EXHIBIT A
TO UCC-1 FINANCING STATEMENT**

DEBTOR: HARVEST UT OWNER LLC

SECURED PARTY: MESA WEST CORE LENDING FUND, LLC

All capitalized terms not defined herein are defined in that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the “**Security Instrument**”), dated as of May 26, 2022, made by Debtor in favor of Secured Party.

Description of Collateral

All of Debtor’s right, title and interest in and to the following property, rights, interests and estates, whether now owned or hereafter acquired by Debtor (collectively, the “**Property**”):

(a) All of that real property located in the County of Salt Lake, State of Utah, described on Exhibit B attached hereto (the “**Land**”);

(b) All streets, ways, roads and alleys used in connection with or pertaining to such real property, and together with all development rights or credits, air rights, water, water rights and water stock related to such real property, and all minerals, oil and gas, and other hydrocarbon substances in, on or under the Land, and all appurtenances, easements, rights and rights of way appurtenant or related thereto (collectively with the Land, the “**Real Property**”);

(c) All buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, renovations, replacements and other improvements and fixtures now or hereafter located on the Real Property (collectively, the “**Improvements**”);

(d) All apparatus, equipment, inventory and appliances used in the operation or occupancy of the Real Property, including, without limitation, all other property of every kind and nature, whether tangible or intangible, whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Real Property, or appurtenant thereto and usable in connection with the present or future operation and occupancy of the Real Property and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Real Property, or appurtenant or affixed thereto, or usable in connection with the present or future operation, enjoyment and occupancy of the Real Property (collectively, the “**Equipment**”), including any leases of, deposits in connection with, and proceeds of any sale or transfer of any of the foregoing, and the right, title and interest of Debtor in and to any of the Equipment that may be subject to any “security interest” as defined under the Uniform Commercial Code as in effect in the State of Utah (as amended and recodified from time-to-time, the “**UCC**”);

(e) All awards and payments, including interest thereon, that may heretofore and hereafter be made with respect to the Real Property, Improvements, or Equipment, whether from the exercise of the right of eminent domain or condemnation (including, without limitation, any

transfer made in lieu of or in anticipation of the exercise of said rights), or for a change of grade, or for any other injury to or decrease in the value thereof (collectively, the “**Awards and Payments**”);

(f) To the extent assignable by Debtor, all leases (“**Leases**”), license agreements, franchise agreements, concession agreements and other occupancy agreements of any nature, whether oral or written or implied by course of conduct, now or hereafter affecting all or any part of the Real Property, the Improvements, the Equipment or the Awards and Payments and all other agreements or arrangements heretofore or hereafter entered into affecting the use, enjoyment or occupancy of, or the conduct or any activity upon or in or relating to the Real Property, the Improvements, the Equipment or the Awards and Payments, and any and all guarantees, extensions, renewals, replacements and modifications thereof (collectively, the “**Operating Agreements**”);

(g) All rents, issues, income and profits, including, without limitation, charges for parking, maintenance, taxes and insurance, deficiency rents and damages following default, all proceeds payable under any policy of insurance covering loss of rent resulting from any destruction or damage to the Real Property, Improvements or Equipment, and all other rights and claims of any kind which Debtor may have against any tenant or any other occupant of the Real Property, Improvements or Equipment, all rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), all receivables, customer obligations and other obligations now existing or hereafter arising or created out of the sale, sublease, license, franchise, concession or other grant of the right of the use and occupancy of Real Property, or Improvements, or rendering of services by Debtor or any operator or manager of the Real Property, Improvements or Equipment (collectively, the “**Rents**”);

(h) All proceeds of and any unearned premiums on any insurance policies covering the Real Property, Improvements or Equipment (regardless as to whether required hereby) including, without limitation, the right to receive and apply the proceeds of any insurance, judgments or settlements made in lieu thereof, for damage to the Real Property, Improvements or Equipment (collectively, the “**Insurance Proceeds**”);

(i) The rights, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Real Property, Improvements, Equipment, Awards and Payments, Operating Agreements, Rents or Insurance Proceeds and to commence any action or proceeding to protect the interest of Secured Party or Trustee therein (collectively, the “**Claims**”); in each case, subject to and in accordance with the terms of this Security Instrument, the Loan Agreement and applicable law, provided that the foregoing shall not restrict Debtor from exercising such rights subject to the terms of the Loan Agreement;

(j) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing, including, without limitation, the Insurance Proceeds and Awards and Payments, into cash or liquidation claims;

(k) All accounts, escrows, documents, instruments, chattel paper, notes, drafts, letters of credit, interest rate hedge, cap, swap or similar agreement, title insurance policies, all reserves and accounts established under that certain Loan Agreement, dated as of the date hereof between

Debtor and Secured Party (together with all replacements, amendments, restatements or modifications thereof from time to time, the “**Loan Agreement**”), all permits, consents, approvals, licenses, authorizations and other rights given or granted by or obtained from any governmental entity with respect to the Real Property, Improvements, Equipment, Awards and Payments, Operating Agreements, Rents or Insurance Proceeds, all deposits or other security now or hereafter made with or given to utility companies by Debtor with respect thereto, all loan funds held by Beneficiary, whether or not disbursed, all funds deposited with Secured Party or another depository pursuant to the Loan Agreement or any other Loan Document, all reserves, deferred payments, deposits, accounts, refunds and payments of any kind related thereto or any portion thereof, together with all books, claims, deposits and general intangibles, as the foregoing are defined in the UCC, and all franchises, trade names, trademarks, symbols, service marks, books, records, plans, specifications, designs, drawings, permits, consents, licenses, franchise agreements, management agreements, contract rights (including, without limitation, any contract with any architect or engineer or with any other provider of goods or services for or in connection with any construction, repair, renovation or other work upon the Real Property or Improvements), approvals, actions, refunds, rebates or credits of real estate taxes and assessments (and any other governmental impositions related to the Real Property Improvements or Equipment), and causes of action that now or hereafter relate to, are derived from or are used in connection thereto, or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon (collectively, the “**Intangibles**”);

(l) All water and water rights, ditches and ditch rights, reservoirs and storage rights, wells and well rights, springs and spring rights, groundwater rights (whether tributary, nontributary or not nontributary), water contracts, water allotments, water taps, shares in ditch or reservoir companies, and all other rights of any kind or nature in or to the use of water, which are appurtenant to, historically used on or in connection with, or located on or under the Land, together with any and all easements, rights of way, fixtures, personal property, contract rights, permits or decrees associated with or used in connection with any such rights;

(m) The Interest Rate Protection Agreement, including, but not limited to, all “accounts”, “chattel paper”, “general intangibles” and “investment property” (as such terms are defined in the UCC as from time to time in effect) constituting or relating to the foregoing; and all products and proceeds of any of the foregoing;

(n) All of Debtor’s right, title and interest in, to and under any declarations of covenants, conditions, restrictions and easements (or instruments of similar purpose or effect) affecting all or any part of the Land, whether now existing or hereafter executed or recorded, including, without limitation, the HOA Declaration; provided, however, in each case, that Secured Party shall have no liability under such covenants, conditions and restrictions, unless and until Secured Party forecloses on the real property; and

(o) All interests or estate which Debtor may hereafter acquire in the Real Property Improvements, Equipment, Awards and Payments, Operating Agreements, Rent or Insurance Proceeds, and all additions and accretions thereto, and the proceeds of any of the foregoing.

This Fixture Filing is intended to grant in favor of Secured Party a first priority continuing lien and security interest in all of the Property.

**EXHIBIT B
TO UCC-1 FINANCING STATEMENT**

Legal Description

PARCEL 1:

A parcel of land lying and situate in the Northeast quarter of Section 36, Township 1 North, Range 1 West, Salt Lake Base and Meridian, Salt Lake City, Salt Lake County, Utah, being more particularly described as follows:

Beginning at a point on the East line of 300 West Street and the Southwest corner of Lot 2, Marmalade District, recorded January 15, 2014 in Book 2014P at Page 9, in the office of the Salt Lake County Recorder; thence North 00°01'28" East 513.17 feet along the East right of way line of 300 West Street; thence North 89°59'33" East 201.90 feet along the South right of way line of 600 North Street; thence South 00°01'15" West 177.50 feet; thence North 89°59'33" East 7.71 feet; thence South 00°01'15" West 161.36 feet; thence North 89°56'19" West 90.22 feet; thence South 00°14'04" West 174.74 feet; thence North 89°51'18" West 118.76 feet to the point of beginning.

PARCEL 1A:

A nonexclusive easement, appurtenant to Parcel 1 above, for vehicular and pedestrian ingress and egress, as defined and disclosed in that certain Master Declaration of Covenants, Conditions and Restrictions of Marmalade Block Development, recorded August 4, 2014 as Entry No. 11892206 in Book 10250 at Page 5468.

PARCEL 1B:

An easement for the construction, reconstruction, maintenance, repair, replacement, and removal of footings attached to a retaining wall as defined and disclosed in that certain Easement recorded March 23, 2017, as Entry No. 12501445, in Book 10540, at Page 8110.

PARCEL 1C:

A non-exclusive right-of-way and easement, appurtenant to a portion of Parcel 1 above, for utility purposes, as defined and disclosed in that certain Easement Agreement recorded February 24, 2014 as Entry No. 11808936 in Book 10213 at Page 1795.

PARCEL 2:

The leasehold estate created in that certain of Lease to Occupy Public Property executed by and between Salt Lake City Corporation, a Utah municipal corporation and WW SLC Owner VIII, LLC, a Delaware limited liability company, as disclosed by the Memorandum of Lease to Occupy Public Property recorded March 22, 2019 as Entry No. 12954847 in Book 10763 at Page 717, in and to the following:

A parcel of land lying and situate in the northeast quarter of Section 36, Township 1 North, Range 1 West, Salt Lake Base and Meridian, Salt Lake City, Salt Lake County, Utah, being more particularly described as follows:

Commencing at a point on the South line of 600 North Street and the Northeast corner of Lot 3, Marmalade District, recorded January 15, 2014 in Book 2014P at Page 9, in the office of the Salt Lake County Recorder; thence South $89^{\circ}59'33''$ West 53.68 feet along the South right of way line of 600 North Street to the point of beginning; thence South $89^{\circ}59'33''$ West 148.22 feet; thence South $00^{\circ}01'28''$ West 513.17 feet along the East right of way line of 300 West Street; thence South $89^{\circ}51'18''$ East 39.37 feet; thence South 1.50 feet; thence North $89^{\circ}51'18''$ West 43.37 feet; thence North $00^{\circ}01'28''$ East 37.12 feet; thence West 14.00 feet; thence North $00^{\circ}01'28''$ East 7.00 feet; thence East 14.00 feet; thence North $00^{\circ}01'28''$ East 211.74 feet; thence West 10.50 feet; thence North $00^{\circ}01'28''$ East 15.25 feet; thence East 10.50 feet; thence North $00^{\circ}01'28''$ East 181.64 feet; thence West 13.50 feet; thence North $00^{\circ}01'28''$ East 7.00 feet; thence East 13.50 feet; thence North $00^{\circ}01'28''$ East 60.91 feet; thence North $89^{\circ}59'33''$ East 152.22 feet; thence South 6.00 feet to the point of beginning.

ALSO:

A parcel of land lying and situate in the Northeast quarter of Section 36, Township 1 North, Range 1 West, Salt Lake Base and Meridian, Salt Lake City, Salt Lake County, Utah, being more particularly described as follows:

Commencing at the Southwest corner of Lot 2, Marmalade District, recorded January 15, 2014 in Book 2014P at Page 9, in the office of the Salt Lake County Recorder; thence South $89^{\circ}51'18''$ East 118.76 feet along the South line of said Lot 2; thence North $00^{\circ}14'04''$ East 113.18 feet along the Southerly exterior of said Lot 2 to the point of beginning; thence North $00^{\circ}14'04''$ East 8.00 feet along the Southerly exterior of said Lot 2; thence East 3.51 feet; thence South 8.00 feet; thence West 3.55 feet to the point of beginning.

Parcel Identification No.: Parcel 1: 08-36-205-047