

13205163 2/28/2020 11:35:00 AM \$40.00 Book - 10903 Pg - 362-366 RASHELLE HOBBS Recorder, Salt Lake County, UT COTTONWOOD TITLE BY: eCASH, DEPUTY - EF 5 P.

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)					
Jackson Walker L.L.P. 2323 Ross Avenue, Suite 600 Dallas, TX 75201 Attn: David Stolle	¬ .	THE ABOVE SPACE IS F	OR FILING OFFICE USE	ONLY	
DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact name will not fit in line 1b, leave all of item 1 blank, check here and provide name will not fit in line 1b.	•				
1a. ORGANIZATION'S NAME		3	(	,	
Monte Vista (MHC), LLC					
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITION	IAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY	
18006 Sky Park Circle, Suite 200	Irvine	CA	92614	USA	
name will not fit in line 2b, leave all of item 2 blank, check here  and provi	FIRST PERSONAL NAME		IAL NAME(S)/INITIAL(S)	SUFFIX	
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY	
3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SE	CURED PARTY): Provide only one Secured	Party name (3a or 3b)	_!		
3a. ORGANIZATION'S NAME	· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·			
The Lincoln National Life Insurance Compar					
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITION	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX		
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY	
100 North Greene Street	Greensboro	NC	27401	USA	
COLLATERAL: This financing statement covers the following collateral:  Collateral more fully described in Exhibits A and	B attached hereto and n	nade a part here	eof.		
5. Check only if applicable and check only one box: Collateral is  held in a	Frust (see UCC1Ad, item 17 and Instruct	ions) 🔲 being administe	ered by a Decedent's Pers	sonal Representative	
6a. Check only if applicable and check only one box:  Public-Finance Transaction Manufactured-Home Transaction	A Debtor is a Transmitting Utilit	6b. Check <u>only</u> if applicable and check <u>only</u> one box:  ansmitting Utility Agricultural Lien Non-UCC Filing			
7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor	Consignee/Consignor Se	ller/Buyer 🔲 Bai	lee/Bailor Licen	see/Licensor	
8. OPTIONAL FILER REFERENCE DATA:	<del></del>	41	00.12010	21.76	
Salt Lake County (105630.520)	County (105630.520)  International Association of Commercial Administrators (IAC				

25049671v.1 105630/00520

FILING OFFICE COPY -- UCC FINANCING STATEMENT (Form UCC1) (REV.04/20/11)

121375-ETF

# **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 Monte Vista (MHC), LLC OR 9b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME SUFFIX 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 INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX COUNTRY 10c. MAILING ADDRESS STATE POSTAL CODE CITY 11. ADDITIONAL SECURED PARTY'S Name or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b) 11a. ORGANIZATION'S NAME OR FIRST PERSONAL NAME SUFFIX 11b. INDIVIDUAL'S SURNAME ADDITIONAL NAME(S)/INITIAL(S) 11c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY 12. ADDITIONAL SPACE FOR ITEM 4 (Collateral): 14. This FINANCING STATEMENT: 13. A This FINANCING STATEMENT is to be filed [for record] (or recorded) in the □ covers timber to be cut □ covers as-extracted collateral ☒ is filed as a fixture filing REAL ESTATE RECORDS (if applicable) 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):

See Exhibit B attached hereto

International Association of Commercial Administrators (IACA)

FILING OFFICE COPY -- UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 04/20/11)

#### EXHIBIT A

## **Description of Collateral**

All of DEBTOR'S estate, right, title and interest in, to and under that certain real property located in Salt Lake County, Utah, more particularly described in **Exhibit B** attached hereto and incorporated herein by this reference (the "**Land**");

TOGETHER with all of DEBTOR'S now or hereafter acquired estate, right, title and interest in, to and under all buildings, structures, improvements, and fixtures now existing or hereafter erected on the Land and all right, title and interest, if any, of DEBTOR in and to the streets and roads, opened or proposed, abutting the Land to the center lines thereof, and strips within or adjoining the Land, the air space and right to use said air space above the Land, all rights of ingress and egress on or within the Land, all easements, rights and appurtenances thereto or used in connection with the Land, including, without limitation, air, lateral support, alley and drainage rights, all revenues, income, rents, cash or security deposits, advance rental deposits, and other benefits thereof or arising from the use or enjoyment of all or any portion thereof (subject however to the rights and authorities given herein to DEBTOR to collect and apply such revenues, and other benefits), all interests in and rights, royalties and profits in connection with all minerals, oil and gas and other hydrocarbon substances thereon or therein, and water stock, all options to purchase or lease, all development or other rights relating to the Land or the operation thereof, or used in connection therewith, including all DEBTOR'S right, title and interest in all fixtures, attachments, partitions, machinery, equipment, building materials, appliances and goods of every nature whatever now or hereafter located on, or attached to, the Land, all of which, including replacements and additions thereto, shall, to the fullest extent permitted by law and for the purposes of the Deed of Trust, be deemed to be real property and, whether affixed or annexed thereto or not, be deemed conclusively to be real property; and DEBTOR agrees to execute and deliver, from time to time, such further instruments and documents as may be required by SECURED PARTY to confirm the legal operation and effect of the Deed of Trust on any of the foregoing. All of the foregoing property described in this section (the "Improvements"), together with the Land, shall be hereinafter referred to as the "Property."

TOGETHER with all of DEBTOR'S now existing or hereafter acquired right, title and interest in the following:

- (A) All equipment (including but not limited to all heating and air conditioning equipment), inventory, goods, instruments, appliances, furnishings, machinery, tools, raw materials, component parts, work in progress and materials, and all other tangible personal property of whatsoever kind, used or consumed in the improvement, use or enjoyment of the Property now or any time hereafter owned or acquired by DEBTOR, wherever located and all products thereof whether in possession of DEBTOR or whether located on the Property or elsewhere;
- (B) To the extent general intangibles are assignable, all general intangibles relating to design, development, operation, management and use of the Property, including, but not limited to, (1) all names under which or by which the Property may at any time be owned and operated or any variant thereof, and all goodwill in any way relating to the Property and all service marks and logotypes used in connection therewith, (2) all permits, licenses, authorizations, variances, land use entitlements, approvals, consents, clearances, and rights obtained from governmental agencies issued or obtained in connection with the Property, (3) all permits, licenses, approvals, consents, authorizations, franchises and agreements issued or obtained in connection with the construction, use, occupation or operation of the Property, (4) all materials prepared for filing or filed with any governmental agency, and (5) the books and records of DEBTOR relating to construction, or operation of the Property.

- (C) All shares of stock or partnership interest or membership interest or other evidence of ownership of any part of the Property that is owned by DEBTOR in common with others, including all water stock relating to the Property, if any, and all documents or rights of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Property; provided, however, that the foregoing shall not include any ownership interests in the DEBTOR;
- (D) All accounts, deposit accounts, tax and insurance escrows held pursuant to the Deed of Trust, other escrow accounts held pursuant to the Deed of Trust, accounts receivable, instruments, documents, documents of title, general intangibles, rights to payment of every kind, all of DEBTOR'S rights, direct or indirect, under or pursuant to any and all construction, development, financing, guaranty, indemnity, maintenance, management, service, supply and warranty agreements, commitments, contracts, subcontracts, insurance policies, licenses and bonds now or anytime hereafter arising from construction on the Land or the use or enjoyment of the Property to the extent such are assignable;
- (E) All of DEBTOR'S interest in and to all causes of action, claims, compensation, proceeds and recoveries for any damage or injury to the Property or any part thereof or for any loss or diminution in value of the Property;
- (F) Subject to the provisions of the Deed of Trust, all condemnation proceeds and insurance proceeds related to the Property;
- (G) All articles of personal property now or hereafter attached to, placed upon for an indefinite term or used in connection with the Land, appurtenances to the Land, and the Improvements together with all goods and other property which are or at any time become so related to the Property that an interest in them arises under real estate law as fixtures.

TOGETHER with all additions to, substitutions for and the products of all of the above, and all proceeds therefrom, whether cash proceeds or noncash proceeds, received when any such property (or the proceeds thereof) is sold, exchanged, leased, licensed, or otherwise disposed of, whether voluntarily or involuntarily. Such proceeds shall include any of the foregoing specifically described property of DEBTOR acquired with cash proceeds. Together with, and without limiting the above items, all Goods, Accounts, Documents, Instruments, Money, Chattel Paper and General Intangibles arising from or used in connection with the Property, as those terms are defined in the Uniform Commercial Code from time to time in effect in the state in which the Property is located.

[Capitalized terms not otherwise defined herein shall have the meanings set forth in that certain Deed of Trust, Security Agreement and Fixture Filing (as may be amended from time to time) by Debtor for the benefit of Secured Party dated on or about February 28, 2020 (the "Deed of Trust").]

### **EXHIBIT B**

#### **Legal Description**

Land situated in the County of Salt Lake, State of Utah, and is described as follows:

Beginning at a point which lies North 00°02'30" West 1470.914 feet and South 89°57'30" West 222.88 feet from the Southeast corner of Section 2, Township 2 South, Range 1 West, Salt Lake Base and Meridian, said Southeast corner being North 00°18'43" West 10.00 feet from a witness corner monument and running thence South 75°38'12" East 152.58 feet; thence South 82°02'32" East 37.10 feet; thence North 89°52'03" East 88.91 feet; thence South 00°04'00" West 319.37 feet; thence South 48°04'00" West 244.83 feet to the Northerly line of Brammerton Drive, also known as Sunstone Road, said point being on a 360.00 foot radius curve to the left, center point bears South 39°06'59" West; thence along said curve 149.73 feet, having an included angle of 23°49'48", to a point of tangency; thence North 74°42'49" West 521.09 feet, to a 430.00 foot radius curve to the right; thence along said curve 236.40 feet, having an included angle of 31°30'00"; thence North 43°12'48" West 74.04 feet to a 25.00 foot radius curve to the right; thence along said curve 34.06 feet, having an included angle of 78°03'47", to a point on a 583.00 foot radius curve to the left, and the Westerly line of Atherton Drive, center point bears North 55°09'02" West; thence along said curve and Westerly line 482.26 feet, having an included angle of 47°23'43", to a 517.00 foot radius, reverse curve to the right; thence along said curve 246.34 feet, having an included angle of 27°18'00", to a 583.00 foot radius curve to the left; thence along said curve 256.26 feet, having an included angle of 25°11'03", to the Southerly non access line of 4500 South Street, a UDOT right of way; thence along Southerly line North 70°54'54" East 2.01 feet; thence North 49°06'49" East 80.78 feet; thence North 70°54'54" East 299.90 feet; thence North 70°54'54" East 354.23 feet to the Westerly line of the Bridgeside LLC property; thence along said line South 25°38'59" East 42.02 feet; thence South 02°04'45" East 319.85 feet; thence South 20°50'31 West 101.25 feet; thence South 11°47'04" West 43.52 feet; thence South 06°12'28" West 79.30 feet; thence South 06°10'14" East 47.00 feet; thence South 16°56'37" East 96.73 feet; thence South 00°19'28" East 159.87 feet; thence South 00°05'51" East 237.75 feet to the point of beginning.