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4/8/2021 3:32:00 PM \$40.00  
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RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
COTTONWOOD TITLE  
BY: eCASH, DEPUTY - EF 12 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)
McDermott Will & Emery 340 Madison Avenue New York, New York 10173 Attention: Dino Fazlibegu, 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 <b>PAULINE REDEVELOPMENT L.L.C.</b>						
OR	1b. INDIVIDUAL'S SURNAME <b>LEE</b>		FIRST PERSONAL NAME <b>CAMERON</b>	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS <b>6217 Hanover Way</b>			CITY <b>Highland</b>	STATE <b>UT</b>	POSTAL CODE <b>84003</b>	COUNTRY <b>USA</b>

2. 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)

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>ARBOR REALTY SR, INC.</b>						
OR	3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS <b>333 Earle Ovington Boulevard</b>			CITY <b>Uniondale</b>	STATE <b>NY</b>	POSTAL CODE <b>11553</b>	COUNTRY <b>USA</b>

4. COLLATERAL: This FINANCING STATEMENT covers the following collateral:

**ALL OF DEBTORS' RIGHT, TITLE AND INTEREST IN AND TO ALL ASSETS OF DEBTORS NOW OWNED OR HEREAFTER ACQUIRED, AND ALL PRODUCTS AND PROCEEDS THEREOF, INCLUDING, WITHOUT LIMITATION, THOSE LISTED ON THE ATTACHED EXHIBIT A AND WHICH ARE LOCATED AT THE PROPERTY DESCRIBED ON THE ATTACHED SCHEDULE I 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/Licenser

8. OPTIONAL FILER REFERENCE DATA

**Arbor Pauline Brownstone - To be filed in Salt Lake County, UT**

International Association of Commercial Administrators (IACA)

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

**UCC FINANCING STATEMENT ADDENDUM**

FOLLOW INSTRUCTIONS

9. NAME OF DIRECT DEBTOR: Same as Item 1a or 1b on Financing Statement; if line 1 b was left blank because Individual Debtor name did not fit, check here

OR	9a. ORGANIZATION'S NAME <b>PAULINE REDEVELOPMENT L.L.C.</b>	
	9b. INDIVIDUAL'S SURNAME <b>LEE</b>	
	FIRST PERSONAL NAME <b>CAMERON</b>	
	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 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.

OR	10a. ORGANIZATION'S NAME <b>LONE PEAK EQUITY 1 L.L.C.</b>			
	10b. INDIVIDUAL'S SURNAME <b>CRAWFORD</b>			
	INDIVIDUAL'S FIRST PERSONAL NAME <b>CRAWFORD</b>			
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)			SUFFIX

10c. MAILING ADDRESS <b>13043 Grouse Pointe Cove</b>	CITY <b>Draper</b>	STATE <b>UT</b>	POSTALCODE <b>84020</b>	COUNTRY <b>USA</b>
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11.  ADDITIONAL SECURED PARTY'S NAME or  ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

OR	11a. ORGANIZATION'S NAME			
	11b. INDIVIDUAL'S SURNAME	INDIVIDUAL'S FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
	11c. MAILING ADDRESS			

11c. MAILING ADDRESS	CITY	STATE	POSTALCODE	COUNTRY
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12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded in the REAL ESTATE RECORDS (if applicable))	14. This FINANCING STATEMENT AMENDMENT: <input type="checkbox"/> covers timber to be cut <input type="checkbox"/> covers as-extracted collateral <input checked="" type="checkbox"/> is filed as a fixture filing
15. Name and address of a RECORD OWNER of real estate described in item 17 (if Debtor does not have a record interest):	16. Description of real estate:  <b>SEE SCHEDULE I ATTACHED HERETO.</b>

17. MISCELLANEOUS:  
**Arbor Pauline Brownstone -- To be filed in Salt Lake County, UT**

International Association of Commercial Administrators (IACA)

**UCC FINANCING STATEMENT ADDENDUM**

FOLLOW INSTRUCTIONS

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	9b. INDIVIDUAL'S SURNAME <b>LEE</b>	
	FIRST PERSONAL NAME <b>CAMERON</b>	
	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

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OR	10a. ORGANIZATION'S NAME <b>BC PAULINE L.L.C.</b>				
	10b. INDIVIDUAL'S SURNAME <b>Cameron</b>				
	INDIVIDUAL'S FIRST PERSONAL NAME <b>Brownstone</b>				
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)				SUFFIX

10c. MAILING ADDRESS <b>2691 E. Durban Road</b>	CITY <b>Sandy</b>	STATE <b>UT</b>	POSTALCODE <b>84093</b>	COUNTRY <b>USA</b>
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11.  ADDITIONAL SECURED PARTY'S NAME or  ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

OR	11a. ORGANIZATION'S NAME			
	11b. INDIVIDUAL'S SURNAME	INDIVIDUAL'S FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
	11c. MAILING ADDRESS			

CITY	STATE	POSTALCODE	COUNTRY
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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 AMENDMENT:

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 17 (if Debtor does not have a record interest):

16. Description of real estate:

**SEE SCHEDULE I ATTACHED HERETO.**

17. MISCELLANEOUS:

**Arbor Pauline Brownstone - To be filed in Salt Lake County, UT**

**UCC FINANCING STATEMENT ADDENDUM**

FOLLOW INSTRUCTIONS

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	9b. INDIVIDUAL'S SURNAME <b>LEE</b>	
	FIRST PERSONAL NAME <b>CAMERON</b>	
	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

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OR	10a. ORGANIZATION'S NAME <b>SS PAULINE L.L.C.</b>			
	10b. INDIVIDUAL'S SURNAME <b>Snow</b>			
	INDIVIDUAL'S FIRST PERSONAL NAME <b>Sterling</b>			
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)			SUFFIX

10c. MAILING ADDRESS <b>2819 E. Lakeside Drive</b>	CITY <b>Eagle Mountain</b>	STATE <b>UT</b>	POSTALCODE <b>84005</b>	COUNTRY <b>USA</b>
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11.  ADDITIONAL SECURED PARTY'S NAME or  ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

OR	11a. ORGANIZATION'S NAME			
	11b. INDIVIDUAL'S SURNAME	INDIVIDUAL'S FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTALCODE	COUNTRY
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covers timber to be cut  covers as-extracted collateral  is filed as a fixture filing

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16. Description of real estate:

**SEE SCHEDULE I ATTACHED HERETO.**

17. MISCELLANEOUS:

**Arbor Pauline Brownstone – To be filed in Salt Lake County, UT**

**UCC FINANCING STATEMENT ADDENDUM**

FOLLOW INSTRUCTIONS

9. NAME OF DIRECT DEBTOR: Same as item 1a or 1b on Financing Statement; if line 1 b was left blank because Individual Debtor name did not fit, check here

OR	9a. ORGANIZATION'S NAME <b>PAULINE REDEVELOPMENT L.L.C.</b>	
	9b. INDIVIDUAL'S SURNAME <b>LEE</b>	
	FIRST PERSONAL NAME <b>CAMERON</b>	
	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

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10. DEBTOR'S NAME: Provide (10A OR 10B) only one 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.

OR	10a. ORGANIZATION'S NAME <b>IRA PAULINE L.L.C.</b>		
	10b. INDIVIDUAL'S SURNAME <b>Mills</b>		
	INDIVIDUAL'S FIRST PERSONAL NAME <b>Joseph</b>		
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) <b>H</b>	SUFFIX	

10c. MAILING ADDRESS <b>1174 E. Graystone Way, Suite 100</b>	CITY <b>Salt Lake City</b>	STATE <b>UT</b>	POSTALCODE <b>84106</b>	COUNTRY <b>USA</b>
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11.  ADDITIONAL SECURED PARTY'S NAME or  ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

OR	11a. ORGANIZATION'S NAME			
	11b. INDIVIDUAL'S SURNAME	INDIVIDUAL'S FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
	11c. MAILING ADDRESS			
	CITY	STATE	POSTALCODE	COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded in the REAL ESTATE RECORDS (if applicable))	14. This FINANCING STATEMENT AMENDMENT: <input type="checkbox"/> covers timber to be cut <input type="checkbox"/> covers as-extracted collateral <input checked="" type="checkbox"/> is filed as a fixture filing
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17. MISCELLANEOUS:  
**Arbor Pauline Brownstone – To be filed in Salt Lake County, UT**

**UCC FINANCING STATEMENT ADDENDUM**

FOLLOW INSTRUCTIONS

9. NAME OF DIRECT DEBTOR: Same as item 1a or 1b on Financing Statement; if line 1 b was left blank because Individual Debtor name did not fit, check here

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	9b. INDIVIDUAL'S SURNAME <b>LEE</b>	
	FIRST PERSONAL NAME <b>CAMERON</b>	
	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 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.

OR	10a. ORGANIZATION'S NAME <b>HL2, LLC</b>				
	10b. INDIVIDUAL'S SURNAME <b>BEAN</b>				
	INDIVIDUAL'S FIRST PERSONAL NAME <b>ALEXANDER</b>				
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) <b>W.</b>			SUFFIX	
10c. MAILING ADDRESS <b>285 W. 1340 N.</b>		CITY <b>Orem</b>	STATE <b>UT</b>	POSTALCODE <b>84057</b>	COUNTRY <b>USA</b>

11.  ADDITIONAL SECURED PARTY'S NAME or  ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

OR	11a. ORGANIZATION'S NAME				
	11b. INDIVIDUAL'S SURNAME	INDIVIDUAL'S FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
	11c. MAILING ADDRESS		CITY	STATE	POSTALCODE

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded in the REAL ESTATE RECORDS (if applicable)	14. This FINANCING STATEMENT AMENDMENT: <input type="checkbox"/> covers timber to be cut <input type="checkbox"/> covers as-extracted collateral <input checked="" type="checkbox"/> is filed as a fixture filing
15. Name and address of a RECORD OWNER of real estate described in item 17 (if Debtor does not have a record interest):	16. Description of real estate:  <b>SEE SCHEDULE I ATTACHED HERETO.</b>

17. MISCELLANEOUS:  
**Arbor Pauline Brownstone – To be filed in Salt Lake County, UT**

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

Name and Address of Debtors:           **PAULINE REDEVELOPMENT L.L.C.**  
6217 Hanover Way  
Highland, Utah 84003  
**LONE PEAK EQUITY 1 L.L.C.**  
13043 Grouse Pointe Cove  
Draper, Utah 84020  
**BC PAULINE L.L.C.**  
2691 E. Durban Road  
Sandy, Utah 84093  
**HL2, LLC**  
285 W. 1340 N.  
Orem, Utah 84057  
**IRA PAULINE L.L.C.**  
1174 E. Graystone Way, Suite 100  
Salt Lake City, Utah 84106  
**SS PAULINE L.L.C.**  
2819 E. Lakeside Drive  
Eagle Mountain, Utah 84005

Name and Address of Secured Party:   **ARBOR REALTY SR, INC.**  
333 Earle Ovington Boulevard  
Uniondale, New York 11553

1.     Operative Agreements. This Financing Statement is made with reference to and in accordance with the terms of that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of April 7, 2021, made by Debtors, as grantor, to Cottonwood Title Insurance Agency, as trustee (“Trustee”), for the benefit of Secured Party, as beneficiary (the “Security Instrument”), in connection with that certain piece or parcel of land with improvements thereon known as Pauline Brownstone located at 278 E 100 S, in the City and County of Salt Lake, State of Utah and more particularly described in Schedule I attached to this Financing Statement and made a part hereof. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in that certain Loan Agreement, dated as of April 7, 2021, by and between Debtors and Secured Party, as may be amended, restated, replaced, supplemented or otherwise modified from time to time.

2.     Collateral. Debtors do hereby irrevocably grant, bargain, sell, alien, demise, release, convey, assign, transfer, deed, hypothecate, pledge, set over, mortgage, warrant and confirm to Trustee, forever with power of sale and assent to decree, all right, title and interest of Debtors in and to all of the following property, rights, interests and estates, now owned or hereafter acquired (collectively, the “Property”):

(a)    the real property described in Schedule I attached hereto and made a part hereof (individually and collectively, the “Premises”);

(b) (i) all buildings, foundations, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements of every kind or nature now or hereafter located on the Premises (collectively, the “Improvements”); and (ii) to the extent permitted by Law, the name or names, if any, as may now or hereafter be used for each Improvement, and the goodwill associated therewith;

(c) all easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, ditches, ditch rights, reservoirs and reservoir rights, air rights and development rights, lateral support, drainage, gas, oil and mineral rights, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Premises or the Improvements and the reversion and reversions, remainder and remainders, whether existing or hereafter acquired, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Premises to the center line thereof and any and all sidewalks, drives, curbs, passageways, streets, spaces and alleys adjacent to or used in connection with the Premises and/or the Improvements and all the estates, rights, titles, interests, property, possession, claim and demand whatsoever, both in law and in equity, of Debtors of, in and to the Premises and Improvements, and every part and parcel thereof, with the appurtenances thereto;

(d) all machinery, equipment, fittings, apparatus, appliances, furniture, furnishings, tools, fixtures (including, but not limited to, all heating air conditioning, ventilating, waste disposal, sprinkler and fire and theft protection equipment, plumbing, lighting, communications and elevator fixtures) and other personal property and other property of every kind and nature whatsoever owned by Debtors, or in which Debtors have or shall have an interest, now or hereafter located upon, or in, and used in connection with the Premises or the Improvements, or appurtenant thereto, and all building equipment, materials and supplies of any nature whatsoever owned by Debtors, or in which Debtors have or shall have an interest, now or hereafter located upon, or in, and used in connection with the Premises or the Improvements or appurtenant thereto, (all of the foregoing items described in this Section 2(d) collectively, the “Equipment”), all of which, and any replacements, modifications, alterations and additions thereto, to the extent permitted by applicable Law, shall be deemed to constitute fixtures (the “Fixtures”), and are part of the Premises and/or the Improvements and security for the payment of the Secured Obligations and the performance of Debtors’ obligations. To the extent any portion of the Equipment is not real property or Fixtures under applicable Law, it shall be deemed to be personal property, and this Deed of Trust shall constitute a security agreement creating a security interest therein in favor of Beneficiary under the UCC;

(e) all awards or payments, including interest thereon, which may hereafter be made with respect to the Premises, the Improvements, the Fixtures, or the Equipment, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of said right), or for a change of grade, or for any other injury to or decrease in the value of the Premises, the Improvements or the Equipment or refunds with respect to the payment of property taxes and assessments, and all other proceeds of the conversion, voluntary or involuntary, of the Premises, Improvements, Equipment, Fixtures or any other Property or part thereof into cash or liquidated claims;



(f) all leases, subleases, tenancies, licenses and other agreements affecting the use, enjoyment or occupancy of the Premises, the Improvements, the Fixtures, or the Equipment or any portion thereof now or hereafter entered into and all reciprocal easement agreements, license agreements, and other agreements with Tenants or occupants and fee owners of property contiguous to or surrounding the Premises (the "Leases"), whether before or after the filing by or against Debtors of any petition for relief under the Bankruptcy Code, together with all cash or security deposits, advance rentals and payments of similar nature and guarantees or other security held by Debtors in connection therewith (the "Entity Guaranties") to the extent of Debtors' rights or interests therein and all remainders, reversions and other rights and estates appurtenant thereto, and all rents (including additional rents of any kind and percentage rents), rent equivalents, moneys payable as damages (including payments by reason of the rejection of a Lease in a bankruptcy proceeding) or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other payments and consideration of whatever form or nature received by or paid to or for the account of or benefit of Debtors or any of its agents or employees from any and all sources arising from or attributable to the Premises, the Improvements, the Fixtures or the Equipment, including charges for oil, gas, water, steam, heat, ventilation, air-conditioning, electricity, license fees, maintenance fees, charges for taxes, operating expenses or other amounts payable to Debtors (or for the account of Debtors), revenues from telephone services, laundry, vending, television and all receivables, customer obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of the Premises or rendering of services by Debtors, Property Manager, or any of their respective agents or employees and proceeds, if any, from business interruption or other loss of income insurance (the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents and the Entity Guaranties to the payment of the Secured Obligations;

(g) all proceeds of and any unearned premiums on any insurance policies covering the Premises, the Improvements, the Fixtures, or the Equipment, 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 Premises, the Improvements, the Fixtures or the Equipment and all refunds or rebates of Impositions, and interest paid or payable with respect thereto;

(h) all right, title and interest of every nature of Debtors in all monies deposited or to be deposited in any funds or accounts maintained or deposited with Beneficiary, or its assigns, in connection herewith;

(i) all Property Agreements, accounts receivable, contract rights, franchises, interests, estate or other claims, both at law and in equity, relating to the Premises, the Improvements, the Fixtures or the Equipment, not included in Rents;

(j) all claims against any Person with respect to any damage to the Premises, the Improvements, the Fixtures or Equipment including, without limitation, damage arising from any defect in or with respect to the design or construction of the Improvements, the Fixtures or the Equipment and any damage resulting therefrom;

(k) all deposits or other security or advance payments, including rental payments made by or on behalf of Debtors to others, with respect to (i) insurance policies, (ii) utility services, (iii) cleaning, maintenance, repair or similar services, (iv) refuse removal or sewer service, (v) parking or similar services or rights and (vi) rental of Equipment, if any, relating to or otherwise used in the operation of the Premises, Improvements, the Fixtures or Equipment;

(l) all intangible property relating to the Premises, the Improvements, the Fixtures or the Equipment or its operation, including, without limitation, trade names, trademarks, logos, building names and goodwill;

(m) all advertising material, guaranties, warranties, building permits, other permits, licenses, plans and specifications, shop and working drawings, soil tests, appraisals and other documents, materials and/or personal property of any kind now or hereafter existing in or relating to the Premises, the Improvements, the Fixtures, and the Equipment;

(n) all surveys, drawings, designs, plans and specifications prepared by the architects, engineers, interior designers, landscape designers and any other consultants or professionals for the design, development, construction, repair and/or improvement of the Property, as amended from time to time;

(o) the right, in the name of and on behalf of Debtors, to appear in and defend any action or proceeding brought with respect to the Premises, the Improvements, the Fixtures or the Equipment and to commence any action or proceeding to protect the interest of Beneficiary in the Premises, the Improvements, the Fixtures or the Equipment; and

(p) all proceeds of each of the foregoing.

[NO FURTHER TEXT ON THIS PAGE]

**SCHEDULE I TO UCC-1 FINANCING STATEMENT**

Name and Address of Debtors:                   **PAULINE REDEVELOPMENT L.L.C.**  
6217 Hanover Way  
Highland, Utah 84003  
**LONE PEAK EQUITY 1 L.L.C.**  
13043 Grouse Pointe Cove  
Draper, Utah 84020  
**BC PAULINE L.L.C.**  
2691 E. Durban Road  
Sandy, Utah 84093  
**HL2, LLC**  
285 W. 1340 N.  
Orem, Utah 84057  
**IRA PAULINE L.L.C.**  
1174 E. Graystone Way, Suite 100  
Salt Lake City, Utah 84106  
**SS PAULINE L.L.C.**  
2819 E. Lakeside Drive  
Eagle Mountain, Utah 84005

Name and Address of Secured Party:                   **ARBOR REALTY SR, INC.**  
333 Earle Ovington Boulevard  
Uniondale, New York 11553

**Legal Description**

**PARCEL 1:**

Beginning at a point which is North 00°01'59" West 72.02 feet (record = North 72 feet) from the Southeast corner of Lot 8, Block 72, Plat "A", Salt Lake City Survey and running thence North 00°01'59" West 60.02 feet (record = North 60 feet); thence South 89°58'22" West 165.05 feet (record = West 10 rods); thence South 00°01'59" East 60.02 feet (record = South 60 feet); thence North 89°58'22" East 165.05 feet (record = East 10 rods) to the point of beginning.

**PARCEL 2:**

Beginning at the Northeast corner of Lot 8, Block 72, Plat "A", Salt Lake City Survey and running thence South 00°02'04" East 117.00 feet (record = South 117 feet) and running thence South 89°58'22" West 66.00 feet (record = West 66 feet); thence North 00°02'04" West 117.00 feet (record = North 117 feet); thence North 89°58'22" East 66.00 feet (record = East 66 feet) to the point of beginning.

PARCEL 2A:

The following described right of way, as disclosed by that certain Quit Claim Deed recorded May 15, 1974 as Entry No. 2621756 in Book 3586 at Page 296:

Beginning at a point 117 feet South from the Northeast corner of said Lot 8 and running thence South 10 feet; thence West 8 rods; thence North 10 feet; thence East 8 rods to the point of beginning.

PARCEL 3:

Beginning at the Southeast corner of Lot 8, Block 72, Plat "A", Salt Lake City Survey and running thence South  $89^{\circ}58'22''$  West 165.0 feet (record = West 10 rods); thence North  $00^{\circ}02'04''$  West 72.0 feet (record = North 72 feet); thence North  $89^{\circ}58'22''$  East 165.0 feet (record = East 10 rods); thence South  $00^{\circ}02'04''$  East 72.0 feet (record = South 72 feet) to the point of beginning.

PARCEL 3A:

The following described right of way as disclosed by that certain Affidavit Disclosing an Agreement recorded March 1, 1963 as Entry No. 1903032 in Book 2022 at Page 579:

Beginning 198 feet South from the Northeast corner of said Lot 8, Block 72, Plat "A", Salt Lake City Survey and running thence West 146 feet; thence South 60 feet; thence East 28 feet 8 inches; thence North 51 feet 6 inches; thence East 117 feet 4 inches; thence North 8 feet 6 inches to the point of beginning.

PARCEL 4:

Beginning at a point which is South  $00^{\circ}01'59''$  East 127.03 feet (record = South 127 feet) from the Northeast corner of Lot 8, Block 72, Plat "A", Salt Lake City Survey and running thence South  $00^{\circ}01'59''$  East 71.02 feet (record = South 71 feet); thence South  $89^{\circ}58'22''$  West 131.86 feet to a point which is 0.05 feet perpendicularly distant Easterly from the East face of an existing brick building; thence North  $00^{\circ}00'03''$  West parallel with the face of said building 71.02 feet; thence North  $89^{\circ}58'22''$  East 131.82 feet to the point of beginning.

PARCEL 4A:

A right of way as disclosed by that certain Warranty Deed recorded March 19, 1987 as Entry No. 4420063 in Book 5890 at Page 2527, being described as follows:

Beginning at a point which is South  $00^{\circ}01'59''$  East 117.03 feet (record = South 117 feet) from the Northeast corner of said Lot 8 and running thence South  $00^{\circ}01'59''$  East 10.00 feet (record = South 10 feet); thence South  $89^{\circ}58'22''$  West 132.04 feet (record = West 8 rods); thence North  $00^{\circ}01'59''$  West 10.00 feet (record = North 10 feet); thence North  $89^{\circ}58'22''$  East 132.04 feet (record = East 8 rods) to the point of beginning.