

APN NOS. 22-06-478-038 AND 22-05-303-009

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS #154403-BMP

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

NILES HOLMES PC
2609 Thomas Avenue
Dallas, Texas 75204

13900574 B: 11311 P: 2773 Total Pages: 5
02/28/2022 04:22 PM By: dhummel Fees: \$40.00
FINST- FINANCE STATEMENT
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120SALT LAKE CITY, UT 84121

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
RIII TIG BRITTANY OWNER, LLC

OR

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

1c. MAILING ADDRESS

280 Newport Center Drive, Suite 235	CITY Newport Beach	STATE CA	POSTAL CODE 92660	COUNTRY USA
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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
EAST WEST BANK

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

3c. MAILING ADDRESS

5001 Spring Valley Road, Suite 825W	CITY Dallas	STATE TX	POSTAL CODE 75244	COUNTRY USA
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4. COLLATERAL: This financing statement covers the following collateral:
SEE ANNEX 1 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:
PLEASE RECORD IN THE OFFICIAL RECORDS OF SALT LAKE COUNTY, UTAH - LOAN NO. 769627071

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 RIII TIG BRITTANY 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):
SEE ANNEX 1 ATTACHED HERETO

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 A ATTACHED HERETO

17. MISCELLANEOUS:

DEBTOR:
RIII TIG BRITTANY OWNER, LLC, a Delaware limited liability company

ANNEX 1
TO
UCC FINANCING STATEMENT
SCHEDULE OF COLLATERAL

This Financing Statement covers the following types of collateral and proceeds thereof ("**Collateral**") described in this Schedule of Collateral as the same relate to the land (the "**Land**") described in **Exhibit A** attached hereto and incorporated herein by reference for all purposes, and any and all buildings, open parking areas, structures and other improvements, and any and all additions, alterations, betterments or appurtenances thereto, now or at any time hereafter situated, placed, or constructed upon the Land or any part thereof (the "**Improvements**") thereon or thereto (collectively, the "**Mortgaged Property**").

1. **Construction Contracts:** Any and all contracts, subcontracts, and agreements, written or oral, between Debtor and any other party, and between parties other than Debtor, in any way relating to the construction of the Improvements on the Land or the supplying of material (specially fabricated or otherwise), labor, supplies or other services therefor.

2. **Contracts:** All of the right, title, and interest of Debtor in, to, and under any and all (i) agreements relating in any way to the construction of the Improvements or provision of materials therefor (including, without limitation, the Construction Contracts), (ii) contracts for the sale of all or any portion of the Mortgaged Property, whether such Contracts are now or at any time hereafter existing, together with all payments, earnings, income, and profits arising from sale of all or any portion of the Mortgaged Property or from the Contracts and all other sums due or to become due under and pursuant thereto; (iii) contracts, licenses, permits, and rights relating to utility services whether executed, granted, or issued by a private person or entity or a governmental or quasi-governmental agency, which are directly or indirectly related to, or connected with, the Mortgaged Property; and (iv) all other contracts which in any way relate to the design, use, enjoyment, occupancy, operation, maintenance, or ownership of the Mortgaged Property (save and except any and all leases, subleases or other agreements pursuant to which Debtor is granted a possessory interest in the Land), including but not limited to, engineer contracts, architect contracts, maintenance agreements, construction contracts, and service contracts.

3. **Fixtures:** All materials, supplies, equipment, systems, apparatus, and other items now owned or hereafter acquired by Debtor and now or hereafter attached to, installed in, or used in connection with (temporarily or permanently) any of the Mortgaged Property, which are now owned or hereafter acquired by Debtor and are now or hereafter attached to the Mortgaged Property, together with all accessions, appurtenances, replacements, betterments, and substitutions for any of the foregoing and the proceeds thereof.

4. **Leases:** Collectively, any and all leases, master leases, subleases, licenses, concessions, or other agreements (written or oral, now or hereafter in effect) which grant to third parties a possessory interest in and to, or the right to use, all or any part of the Mortgaged Property, together with all security and other deposits or payments made in connection therewith.

5. **Minerals:** All right, title and interest of Debtor, now or hereafter acquired, in all substances in, on, or under the Mortgaged Property which are now, or may become in the future, intrinsically valuable, that is, valuable in themselves, and which now or may be in the future enjoyed through extraction or removal from the Mortgaged Property, including without limitation, oil, gas, and all other hydrocarbons, coal, lignite, carbon dioxide and all other nonhydrocarbon gases, uranium and all other radioactive substances, and gold, silver, copper, iron and all other metallic substances or ores.

6. **Personalty:** All of the right, title, and interest of Debtor in and to (i) the Plans; (ii) all building and construction materials and equipment; (iii) furniture, furnishings, equipment, machinery, goods (including, but not limited to, crops, farm products, timber and timber to be cut and extracted Minerals); (iv) general intangibles

DEBTOR:
RIII TIG BRITTANY OWNER, LLC, a Delaware limited liability company

(including payment intangibles), money, insurance proceeds, condemnation proceeds, accounts, contract and subcontract rights, trademarks, trade names, inventory, monetary obligations, chattel paper (including electronic chattel paper), investment property, instruments, documents, letter of credit rights, and commercial tort claims; (v) all refundable, returnable, or reimbursable fees, deposit accounts, deposits or other funds or evidences of credit or indebtedness deposited by or on behalf of Debtor with any governmental agencies, boards, corporations, providers of utility services, public or private, including specifically, but without limitation, all refundable, returnable, or reimbursable tap fees, utility deposits, commitment fees and development costs, any awards, remunerations, reimbursements, settlements, or compensation heretofore made or hereafter to be made by any governmental authority pertaining to the Mortgaged Property or the Fixtures, Construction Contracts, Contracts, or Personalty, including but not limited to those for any vacation of, or change of grade in, any streets affecting the Mortgaged Property and those for municipal utility district or other utility costs incurred or deposits made in connection with the Mortgaged Property; and (vi) systems develop, traffic and park and similar credits, and (vii) all other personal property of any kind or character as defined in and subject to the provisions of the Code (Article 9 - Secured Transactions) any and all of which are now owned or hereinafter acquired by Debtor, and which are now or hereafter situated in, on, or about the Mortgaged Property, or used in or necessary to the complete and proper planning, development, construction, financing, use, occupancy, or operation thereof, or acquired (whether delivered to the Mortgaged Property or stored elsewhere) for use in or on the Mortgaged Property, together with all accessions, replacements, and substitutions thereto or therefor and the proceeds thereof.

7. **Plans:** Any and all plans, specifications, shop drawings, or other technical descriptions prepared for the development and construction of any Improvements on the Land, and all supplements, amendments and modifications thereof.

8. **Rents:** All of the rents, revenues, income, proceeds, profits, security and other types of deposits (after Debtor acquires title thereto), and other benefits paid or payable by parties to the Contracts and/or Leases other than Debtor for using, leasing, licensing, possessing, operating from, residing in, selling, or otherwise enjoying all or any portion of the Mortgaged Property.

9. **Reserves:** All sums on deposit or due under any of the documents now or hereafter executed by the Debtor for the benefit of Secured Party including, without limitation, (i) the accounts into which the Reserves have been deposited, (ii) all insurance on said accounts, (iii) all accounts, contract rights and general intangibles or other rights and interests pertaining thereto, (iv) all sums now or hereafter therein or represented thereby, (v) all replacements, substitutions or proceeds thereof, (vi) all instruments and documents now or hereafter evidencing the Reserves or such accounts, (vii) all powers, options, rights, privileges and immunities pertaining to the Reserves (including the right to make withdrawals therefrom), and (viii) all proceeds of the foregoing.

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EXHIBIT A

Legal Description

Beginning at a point on the Westerly line of 700 East Street (Cottonwood Expressway), said point being South 00°15'00" West 1275.85 feet, and East 150.95 feet from the Northwest corner of the Southwest quarter of Section 5, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said point also being North 89°52'00" East 1317.33 feet along the monument line of 4500 South Street, and South 00°15'00" West 1275.85 feet, and East 150.95 feet from a Brass Monument at the intersection of 500 East street and said 4500 South Street; thence along said Westerly line South 00°25'30" West 39.06 feet to a right of way marker; thence South 04°08'20" West 15.39 feet; thence West 102.90 feet; thence South 80.00 feet; thence East 97.11 feet to said westerly line of 700 East Street; thence along said Westerly line South 04°08'20" West 117.30 feet; thence West 126.15 feet; thence South 00°15'00" West 83.01 feet to a point on an existing fence; thence West 58.95 feet along said existing fence line more or less to a point which is North 76°12'45" West 7.80 feet from the northwest corner of an existing block structure, said point also on the Westerly line of that certain property conveyed to Joy S. Tholen by Warranty Deed recorded in Book 5859 at Page 624 of Official Records, and thence following said property line South 25°48'00" West 7.04 feet to a point on an existing fence line; thence South 58°56'08" West 8.50 feet along said existing fence; thence South 18°33'37" West 36.88 feet along said fence line, said point being 1.93 feet Southwesterly from the southwest corner of said existing block structure; thence South 58°00'00" East 66.74 feet; thence North 89°29'00" East 139.18 feet to said Westerly line of 700 East Street; thence along said Westerly line South 04°08'20" West 24.67 feet to a right of way marker; thence along said Westerly line South 03°59'00" East 194.64 feet to a right of way marker; thence Southerly along a 840.46 foot radius curve to the right, a distance of 90.03 feet, chord bears South 01°29'32" East 90.00 feet to a point on an existing fence; thence South 89°47'50" West 364.44 feet along said fence to the property owned by Salt Lake City; thence North 85.59 feet more or less; thence West 90.65 feet to the East line of Spring Dale Subdivision; thence along said East line and beyond North 00°15'00" East 313.64 feet; thence West 1.81 feet; thence North 00°15'00" East 163.58 feet; thence North 00°20'00" East 57.24 feet to a point on the South line of W.E. Bowers Subdivision as recorded 2002p-236; thence North 89°52'00" East 1.71 feet more or less to the southeast corner of said W.E. Bowers Subdivision; thence North 00°15'00" East 98.29 feet along the East line of said W.E. Bowers Subdivision; thence North 89°01'10" East 90.68 feet; thence North 19.95 feet; thence North 89°50'20" East 264.75 feet along a fence line and fence line extended; thence South 16.34 feet; thence North 89°59'37" East 110.27 feet along a fence line to the point of beginning.