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ENT 45893:2022 PG 1 of 6
ANDREA ALLEN
UTAH COUNTY RECORDER
2022 Apr 13 8:55 am FEE 40.00 BY TH
RECORDED FOR CSC

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) CSC 1-800-858-5294
B. E-MAIL CONTACT AT FILER (optional) SPRFiling@cscglobal.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 2296 08484 CSC 801 Adlai Stevenson Drive Springfield, IL 62703 Filed In: Utah (Utah)

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 Gecko Grey 3, LLC, a Utah limited liability company				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	1187 North 1200 West, Suite 300	CITY Orem	STATE UT	POSTAL CODE 84057
				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				
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 BRMK Lending, LLC, a Delaware limited liability company				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	1420 Fifth Ave, Suite 2000	CITY Seattle	STATE WA	POSTAL CODE 98101
				COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:
See attached Exhibits A & B

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: C2022-106

2296 08484

Debtor: Gecko Grey 3, LLC, a Utah limited liability company
Secured Party: BRMK Lending, LLC, a Delaware limited liability company

**EXHIBIT A
TO
UCC FINANCING STATEMENT
DESCRIPTION OF COLLATERAL**

The Collateral of this UCC Financing Statement to which this Exhibit A is attached covers all of Debtor's right, title, and interest in and to the types or items of property described below, whether now existing or hereafter acquired (collectively, "**Collateral**"), which Collateral is located at, in, on or about the real property described on Exhibit B attached hereto and incorporated herein by this reference:

(a) All accounts, accounts receivable, deposit accounts, chattel paper, documents, negotiable documents, equipment, farm products, general intangibles, goods, instruments, inventory, investment property, and fixtures of Debtor;

(b) All intellectual property owned, used, or licensed (as licensor or licensee) by Debtor and other intangible rights and property of Debtor, including, without limitation:

- i. all going concern value and goodwill;
- ii. all telephone and telecopy numbers and electronic mail addresses used or held for use by Debtor;
- iii. all inventions and discoveries (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof;
- iv. All registered and unregistered trademarks, service marks, trade dress, logos, trade names, corporate names, and assumed fictional business names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith;
- v. All copyrightable works, all registered and unregistered copyrights in both published and unpublished works, and all applications, registrations, and renewals in connection therewith;
- vi. All trade secrets and confidential business information, including ideas, research and development, know-how, schematics, technology, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals;

vii. All rights of the Debtor regarding computer software programs or applications (in both source and object code form) which are developed, owned, or licensed by the Debtor;

viii. All rights in Internet web sites, Internet domain names, and world wide web addresses owned, used, or licensed by the Debtor;

ix. All mask works and all applications, registrations, and renewals in connection therewith; and

x. All other proprietary rights, and all copies and tangible embodiments thereof (in whatever form or medium).

(c) To the extent transferable, all of Debtor's right, title, and interest in, to, and under, all contracts under or by which (i) Debtor has or may acquire rights, or (ii) Debtor or any of the Collateral is or may become bound (a "Contract" and collectively, the "Contracts"), and all outstanding offers or solicitations made by or to Debtor to enter into any Contract, including, without limitation:

i. Customer contracts and customer confidentiality and/or non-disclosure agreements;

ii. Financing agreements;

iii. Supplier and licensing agreements;

iv. Agreements regarding or concerning trade secrets; and

v. Employment agreements, consulting agreements and employee confidentiality, non-competition and proprietary rights agreements;

(d) All machinery, equipment, tools, including without limitation furniture, office equipment, computer hardware, supplies, materials, vehicles, and other items of tangible personal property (other than Inventories (as hereinafter defined)) of every kind owned by Debtor, together with any express or implied warranty by the manufacturers or sellers or lessors of any item or component part thereof, and all maintenance records and other documents relating thereto;

(e) All (i) trade accounts receivable and other rights to payment from customers of Debtor and the full benefit of all security for such accounts or rights to payment, including all trade accounts receivable representing amounts receivable in respect of goods shipped, products sold, or services rendered to customers of the Debtor, (ii) other accounts or notes receivable of Debtor and the full benefit of all security for such accounts or notes, and (iii) claims, remedies or other rights related to any of the foregoing;

(f) All cash and cash equivalents, marketable securities, and short-term investments of Debtor (including for this purpose all collected funds received in bank accounts owned by Debtor through the date of this Agreement), in each case determined in accordance with generally accepted accounting principles;

(g) All inventories of Debtor, wherever located, including all finished goods, work in process, raw materials, spare parts, and all other materials and supplies to be used or consumed by Debtor in the production of finished goods (collectively, “**Inventories**”);

(h) All information relating to the operations of Debtor that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form, including all client and customer lists, books and records, referral sources, research and development reports and records, production reports and records, service and warranty records, equipment logs, operating guides and manuals, financial and accounting records, creative materials, advertising materials, promotional materials, studies, reports, correspondence, and similar documents, and personnel and employee benefits records (collectively, “**Records**”), to the extent the Debtor is legally permitted to transfer and provide copies of such Records;

(i) All rights and interests of Debtor under each insurance policy under which Debtor or any of the Collateral is or has been insured;

(j) All claims of Debtor against third parties, whether choate or inchoate, known or unknown, contingent or non-contingent;

(k) All consents, licenses, permits, or registrations issued, granted, given, or otherwise made available by or under the authority of any governmental body and held by Debtor and all pending applications therefor or renewals thereof, in each case to the extent transferable;

(l) All claims, rights, and defenses of Debtor against third parties relating to any of the Collateral, whether choate or inchoate, known or unknown, contingent or non-contingent, including all attorney work-product protections, attorney-client privileges, and other legal protections and privileges to which Debtor may be entitled in connection with any of the Collateral;

(m) All rights of Debtor relating to deposits and prepaid expenses, claims for refunds, and rights of offset

(n) All assets in each of Debtor’s bank and brokerage accounts;

(o) All present and future choses in action; and

(p) All claims for refund of all federal, state, local, foreign, and other taxes, charges, fees, duties (including customs duties), levies, or other assessments, including income, gross receipts, net proceeds, alternative or add-on minimum, ad valorem, turnover, real and personal property (tangible and intangible), sales, use, franchise, excise, value added, stamp, leasing, lease, user, transfer, fuel, excess profits, occupational, interest equalization, windfall profits, severance, license, payroll, environmental, capital stock, disability, employee’s income withholding, other withholding, unemployment and social security taxes, that are imposed by any governmental body, and including any interest, penalties, or additions to tax attributable thereto and other governmental charges of whatever nature arising out of Debtor’s operation of its business or ownership of the Collateral.

Debtor: Gecko Grey 3, LLC, a Utah limited liability company
 Secured Party: BRMK Lending, LLC, a Delaware limited liability company

**EXHIBIT B
 TO
 UCC FINANCING STATEMENT
 DESCRIPTION OF REAL PROPERTY**

Parcel 1

COMMENCING SOUTH 89°47'27" WEST 1624.57 FEET AND NORTH 1090.25 FEET FROM THE SOUTHEAST CORNER OF SECTION 34, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN; THENCE NORTH 0°0'32" WEST 436.14 FEET; THENCE WEST 720 FEET; THENCE SOUTH 0°0'32" EAST 568.41 FEET; THENCE SOUTH 89°59'58" EAST 406.74 FEET; THENCE NORTH 0°0'2" EAST 132.27 FEET; THENCE EAST 313.23 FEET TO THE POINT OF BEGINNING.

Tax Parcel ID: 25:061:0031

Parcel 2

COMMENCING NORTH 1520.45 FEET AND WEST 2692 FEET FROM THE SOUTHEAST CORNER OF SECTION 34, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN; THENCE EAST 347.15 FEET; THENCE SOUTH 0°0'32" EAST 568.16 FEET; THENCE SOUTH 89°59'58" EAST 406.74 FEET; THENCE NORTH 0°0'2" EAST 132.27 FEET; THENCE EAST 313.23 FEET; THENCE NORTH 0°0'32" WEST 435.89 FEET; THENCE EAST 72.01 FEET; THENCE SOUTH 0°0'32" EAST 1028.31 FEET; ALONG A CURVE TO THE LEFT (CHORD BEARS: SOUTH 17°8'10" EAST 169.05 FEET, RADIUS = 287 FEET); THENCE SOUTH 34°15'53" EAST 91.16 FEET; THENCE SOUTH 55°45'56" WEST 72 FEET; THENCE NORTH 34°15'53" WEST 91.12 FEET; ALONG A CURVE TO THE RIGHT (CHORD BEARS: NORTH 17°8'10" WEST 211.46 FEET, RADIUS = 359 FEET); THENCE NORTH 0°0'32" WEST 190.21 FEET; ALONG A CURVE TO THE RIGHT (CHORD BEARS: SOUTH 45°6'24" WEST 22.58 FEET, RADIUS = 16 FEET); THENCE SOUTH 89°59'36" WEST 827.29 FEET; ALONG A CURVE TO THE LEFT (CHORD BEARS: SOUTH 83°15'12" WEST 204.8 FEET, RADIUS = 873.51 FEET); THENCE NORTH 1°21'36" WEST 878.62 FEET TO THE POINT OF BEGINNING.

Tax Parcel ID: 25:061:0029

Parcel 3

COMMENCING NORTH 1520.45 FEET AND WEST 2923.29 FEET FROM THE SOUTHEAST CORNER OF SECTION 34, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN; THENCE EAST 231.27 FEET; THENCE SOUTH 1°21'36"

EAST 878.62 FEET; ALONG A CURVE TO THE LEFT (CHORD BEARS: SOUTH 75°14'38" WEST 38.92 FEET, RADIUS = 873.51 FEET); THENCE NORTH 89°52'11" WEST 12.02 FEET; THENCE SOUTH 0°15'54" WEST 3.58 FEET; THENCE SOUTH 73°9'22" WEST 81.43 FEET; ALONG A CURVE TO THE RIGHT (CHORD BEARS: SOUTH 81°28'41" WEST 80.18 FEET, RADIUS = 277 FEET); THENCE NORTH 89°47'59" WEST 22.83 FEET; ALONG A CURVE TO THE RIGHT (CHORD BEARS: NORTH 45°17'57" WEST 22.59 FEET, RADIUS = 16 FEET); THENCE NORTH 0°23'54" WEST 911.37 FEET TO THE POINT OF BEGINNING.

Tax Parcel ID: 25:058:0031

1200 North 1260 West, Salem, Utah 84653.