

11912008
09/11/2014 03:21 PM \$26.00
Book - 10259 Pg - 5834-5841
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
LANDMARK TITLE
BY: TRP, DEPUTY - WI 8 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) Alston & Bird LLP 333 S. Hope Street, 16th Floor Los Angeles, California 90071 Attn: Alaina Murphy Ref: BofA - Jordan Gateway

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 GREENHORNET SPACE AGENCY II, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
423 Wakara Way, Suite #212	Salt Lake City	UT	84108	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 BANK OF AMERICA, N.A.				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
214 North Tryon Street	Charlotte	NC	28255	USA

4. COLLATERAL: This financing statement covers the following collateral:

SEE EXHIBIT A AND EXHIBIT B 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/Licenser

8. OPTIONAL FILER REFERENCE DATA:
Jordan Gateway - Record with Salt Lake County, UT

LTC#64438

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

GREENHORNET SPACE AGENCY II, 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

USA

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 A attached hereto.

17. MISCELLANEOUS:

EXHIBIT A

TO
UCC-1 FINANCING STATEMENT

Legal description

PARCEL 1:

Beginning at a point South 89°41'55" West along the section line 374.035 feet to a point on the Westerly line of the Denver and Rio Grande Western Railroad right-of-way and North 05°18'15" East along said Westerly right-of-way 1892.354 feet from the South Quarter corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 84°23'22" West 36.56 feet; thence South 06°56'50" West 9.0 feet; thence North 84°26'12" West 67.10 feet; thence South 05°33'48" West 45.01 feet; thence North 85°59'02" West 171.96 feet; thence North 12°40'43" East 14.62 feet; thence North 77°13'42" West 42.04 feet to a point on the Easterly right-of-way line of a South Jordan City Roadway; thence Northerly along said East line the following (3) courses: North 12°46'31" East 68.93 feet to a point of curvature; thence Northerly along the arc of a 1037.25 foot radius curve to the left through a central angle of 13°29'40" a distance of 244.29 feet; thence North 00°43'21" West 395.14 feet to a point on a 6634.68 foot radius curve to the left; thence Easterly along said curve (center bears North 03°00'56" West) through a central angle of 00°27'31" a distance of 53.10 feet to a point of tangency; thence North 86°31'33" East 26.53 feet to a point of curvature; thence Easterly along the arc of a 6488.68 foot radius curve to the right through a central angle of 02°22'29" a distance of 268.95 feet; thence South 05°18'15" West 715.07 feet to the point of beginning.

Less and excepting:

A portion of land in fee for the "Frontrunner South Commuter Rail", a Utah Transit Authority Project, being part of the Grantor's property defined in that certain Special Warranty Deed recorded May 31, 2007 as Entry No. 10117751, situate in the South West quarter of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and described as follows:

Commencing at a point on the West line of the Union Pacific Railroad right of way and the Northeast corner of the Grantor's property, and the South line of 10600 South Street, said point being South 89°41'07" West 116.86 feet along the section line and North 00°18'53" West 2594.97 feet from the South quarter corner of said Section 13, thence South 05°19'29" West 715.34 feet along said railroad right of way to the Southeast corner of the Grantor's property; thence North 84°24'10" West 11.51 feet along the South line of the Grantor's property; thence North 05°18'20" East 35.68 feet; thence North 84°41'40" West 8.10 feet; thence North 04°11'50" East 25.88 feet; thence South 84°41'40" East 9.02 feet; thence North 05°24'23" East 652.57 feet to said North line of the Grantor's property and said South line of 10600 South Street; thence Northeasterly 10.24 feet along the arc of a 6488.68 foot radius curve to the right, chord bears North 88°51'45" East 10.23 feet, through a central angle of 00°05'25" along said North line of the Grantor's property and said South line of 10600 South Street to the point of beginning.

PARCEL 2:

Together with a non-exclusive easement for ingress and egress established in that certain Easement Agreement recorded January 29, 2001 as Entry No. 7808161 in Book 8418 at Page 9348 of the Official Records, and as modified by a Corrective Easement Agreement recorded February 13, 2001 as Entry No. 7820159 in Book 8424 at Page 892 of the Official Records, and as modified by a Second Corrective Easement Agreement recorded March 29, 2001 as Entry No. 7856800 in Book 8439 at Page 7981 the Official Records, and as modified by a Third Corrective Easement Agreement recorded April 3, 2001 as Entry No. 7861260 in Book 8442 at Page 703 of the Official Records, as amended, and described as:

Beginning at a point South 89°41'55" West along the Section line 374.03 feet and North 05°18'15" East 1734.79 feet from the South Quarter corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 88°37'55" West 339.05 feet; thence North 12°46'18" East 160.91 feet; thence South 77°13'42" East 42.04 feet; thence South 12°40'43" West 14.62 feet; thence South 85°59'02" East 171.96 feet; thence North 05°33'48" East 45.01 feet; thence South 84°26'12" East 67.10 feet; thence North 06°56'50" East 9.00 feet; thence South 84°23'22" East 36.56 feet to a point on the Westerly line of the Denver and Rio Grande Western Railroad right-of-way; thence South 05°18'15" West along said West line 157.56 feet to the point of beginning.

For reference purposes only, Tax Parcel Number 27-13-326-018

+++

EXHIBIT B
TO
UCC-1 FINANCING STATEMENT
(Retail/Industrial/Office/Multifamily)

Debtor

GREENHORNET SPACE AGENCY II, LLC

Secured Party

BANK OF AMERICA, N.A.

All right, title, interest and estate of Debtor now owned, or hereafter acquired, in and to the following property, rights, interests and estates (the Land, the Improvements, and all right, title, interest and estate of Debtor in and to the property, rights, interests and estates hereinafter described are collectively referred to herein as the “**Property**”):

(a) Land. The real property described in Exhibit A attached hereto and made a part hereof (the “**Land**”);

(b) Additional Land. All additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of that certain Deed of Trust, Assignment of Leases and Rents and Security Agreement given by the Debtor to and for the benefit of the Secured Party, dated as of September [10], 2014 (together with all extensions, renewals, modifications, substitutions and amendments thereof, the “**Security Instrument**”);

(c) Improvements. The buildings, structures, fixtures, pads, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the “**Improvements**”);

(d) Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversions and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, rights of dower, rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(e) Equipment. All “goods” and “equipment,” as such terms are defined in Article 9 of the Uniform Commercial Code (hereinafter defined), now owned or hereafter acquired by Debtor, which is used at or in connection with the Improvements or the Land or is located thereon or therein (including, but not limited to, all machinery, equipment, furnishings, and electronic data-processing and other office equipment now owned or hereafter acquired by Debtor and any and all additions, substitutions and replacements of any of the foregoing),

together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto (collectively, the "**Equipment**"). Notwithstanding the foregoing, Equipment shall not include any property belonging to tenants under Leases (hereinafter defined) except to the extent that Debtor shall have any right or interest therein;

(f) Fixtures. All Equipment now owned, or the ownership of which is hereafter acquired, by Debtor which is so related to the Land and Improvements forming part of the Property that it is deemed fixtures or real property under the law of the particular state in which the Equipment is located, including, without limitation, all building or construction materials intended for construction, reconstruction, alteration or repair of or installation on the Property, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements or the Land, including, but not limited to, engines, devices for the operation of pumps, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, laundry, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Debtor's interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof (collectively, the "**Fixtures**"). Notwithstanding the foregoing, "Fixtures" shall not include any property which tenants are entitled to remove pursuant to Leases, except to the extent that Debtor shall have any right or interest therein;

(g) Personal Property. All furniture, furnishings, objects of art, machinery, goods, tools, supplies, appliances, general intangibles, contract rights, accounts, accounts receivable, franchises, licenses, certificates and permits, and all other personal property of any kind or character whatsoever as defined in and subject to the provisions of the Uniform Commercial Code, other than Fixtures, which are now or hereafter owned by Debtor and which are located within or about the Land and the Improvements, together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof (collectively, the "**Personal Property**"), and the right, title and interest of Debtor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "**Uniform Commercial Code**"), superior in lien to the lien of the Security Instrument and all proceeds and products of the above;

(h) Leases and Rents. All leases, subleases, subsubleases, lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of, the Land and the Improvements, and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and

observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into, whether before or after the filing by or against Debtor of any petition for relief under any Creditors Rights Laws (collectively, the "Leases") and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, rent equivalents, moneys payable as damages 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, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Debtor or its agents or employees from any and all sources arising from or attributable to the Property, including, all receivables, customer obligations, installment payment obligations and other 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 property or rendering of services by Debtor or Manager and proceeds, if any, from business interruption or other loss of income insurance whether paid or accruing before or after the filing by or against Debtor of any petition for relief under any Creditors Rights Laws (collectively, the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

(i) Insurance Proceeds. All Insurance Proceeds in respect of the Property under any Policies covering the Property, 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 Property;

(j) Condemnation Awards. All Awards, including interest thereon, which may heretofore and hereafter be made with respect to the Property by reason of Condemnation, 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 the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

(k) Tax Certiorari. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

(l) Rights. The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Lender in the Property;

(m) Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses (including liquor licenses to the extent Debtor is permitted to do so pursuant to applicable laws), plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or any business or activity conducted on the Land and any part thereof and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, upon the

happening of any default hereunder, to receive and collect any sums payable to Debtor thereunder and all management, service, supply and maintenance contracts and agreements (collectively, the "**Agreements**");

(n) Intangibles. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

(o) Letter of Credit. All letter-of-credit rights (whether or not the letter of credit is evidenced by a writing) Debtor now has or hereafter acquires relating to the properties, rights, titles and interests referred to in Section 1.1 of the Security Instrument;

(p) Accounts. All reserves, escrows and deposit accounts maintained by Debtor with respect to the Property, including, without limitation, the Reserve Accounts, the Deposit Account, the Cash Management Account and all accounts established pursuant to Article 10 of the Loan Agreement together with all deposits or wire transfers made to the Deposit Account and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof;

(q) Conversion. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing items set forth in subsections (a) through (p) including, without limitation, Insurance Proceeds and Awards, into cash or liquidation claims; and

(r) Other Rights. Any and all other rights of Debtor in and to the items set forth in subsections (a) through (q) above.

Capitalized terms not defined herein shall have the meanings set forth in that certain Loan Agreement between Debtor and Secured Party dated of even date with the Security Instrument (the "**Loan Agreement**").

[NO FURTHER TEXT ON THIS PAGE]