

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

NCS-1124847-aw

A. NAME & PHONE OF CONTACT AT FILER (optional)
Alisha White (801)536-3100
B. E-MAIL CONTACT AT FILER (optional)
awhite@firstam.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
First American Title Insurance Company
215 South State Street,
Suite 380,
Salt Lake City, UT 84111

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
13971251
1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record]
(or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ASSIGNMENT (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. PARTY INFORMATION CHANGE:
Check one of these two boxes:
AND Check one of these three boxes to:
This Change affects Debtor or Secured Party of record
CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c
ADD name: Complete item 7a or 7b, and item 7c
DELETE name: Give record name to be deleted in item 6a or 6b

6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)
6a. ORGANIZATION'S NAME
Angel Oak Commercial Lending, LLC
OR
6b. INDIVIDUAL'S SURNAME
FIRST PERSONAL NAME
ADDITIONAL NAME(S)/INITIAL(S)
SUFFIX

7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)
7a. ORGANIZATION'S NAME
United Life Insurance Company
OR
7b. INDIVIDUAL'S SURNAME
INDIVIDUAL'S FIRST PERSONAL NAME
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)
SUFFIX

7c. MAILING ADDRESS
5600 N. River Road, Columbia Centre I, Ste 300
CITY: Rosemont
STATE: IL
POSTAL CODE: 60018
COUNTRY

8. COLLATERAL CHANGE: Also check one of these four boxes:
ADD collateral
DELETE collateral
RESTATE covered collateral
ASSIGN collateral
Indicate collateral:

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor
9a. ORGANIZATION'S NAME
OR
9b. INDIVIDUAL'S SURNAME
FIRST PERSONAL NAME
ADDITIONAL NAME(S)/INITIAL(S)
SUFFIX

10. OPTIONAL FILER REFERENCE DATA:
UCC1 Newhouse Office Building, LLC FIXTURE FILING

Instructions for UCC Financing Statement Amendment (Form UCC3)

Please type or laser-print this form. Be sure it is completely legible. Read and follow all Instructions, especially Instruction 1a; correct file number of initial financing statement is crucial.

Fill in form very carefully; mistakes may have important legal consequences. If you have questions, consult your attorney. The filing office cannot give legal advice.

Send completed form and any attachments to the filing office, with the required fee.

ITEM INSTRUCTIONS

A and B. To assist filing offices that might wish to communicate with filer, filer may provide information in item A and item B. These items are optional.
C. Complete item C if filer desires an acknowledgment sent to them. If filing in a filing office that returns an acknowledgment copy furnished by filer, present simultaneously with this form the Acknowledgment Copy or a carbon or other copy of this form for use as an acknowledgment copy.

Always complete items 1a and 9.

1a. **File Number.** Enter file number of initial financing statement to which this Amendment relates. Enter only one file number. In some states, the file number is not unique; in those states, also enter in item 1a, after the file number, the date that the initial financing statement was filed.

1b. If this Amendment is to be filed in the real estate records or in any other filing office where the name of current Debtor is required for indexing purposes, check the box in item 1b and enter Debtor name in item 13 of Amendment Addendum (Form UCC3Ad). Complete item 13 in accordance with instructions on Amendment Addendum (Form UCC3Ad). If Debtor does not have an interest of record, enter the name and address of the record owner in item 16 of Amendment Addendum (Form UCC3Ad).

Note: Show purpose of this Amendment by checking box 2, 3, 4, 5, or 8 (in items 5 and 8 you must check additional boxes); also complete items 6, 7, and/or 8 as appropriate. Some, but not all filing offices accept multiple actions on an Amendment. Filing offices that accept multiple actions may charge an additional fee. Some filing offices that accept multiple actions may only index one of the actions requested. Consult the administrative rules of the designated filing office to determine the extent to which multiple actions will be accepted, indexed, and the applicable filing fees for multiple actions.

2. **Termination.** To terminate the effectiveness of the identified financing statement with respect to the security interest(s) of authorizing Secured Party, check box in item 2. See Instruction 9 below.

3. **Assignment.** To assign (1) some or all of Assignor's right to amend the identified financing statement, or (2) the Assignor's right to amend the identified financing statement with respect to some (but not all) of the collateral covered by the identified financing statement: Check box in item 3 and enter name of Assignee in item 7a or 7b; always enter the Assignee's mailing address in item 7c. Also enter name of Assignor in item 9. If assignment affects the right to amend the financing statement with respect to some (but not all) of the collateral covered by the identified financing statement, check the ASSIGN collateral box and indicate the particular collateral covered in item 8.

4. **Continuation.** To continue the effectiveness of the identified financing statement with respect to the security interest(s) of authorizing Secured Party, check box in item 4. See Instruction 9 below.

5-7. **Party Information Change.** To indicate a party information change, check this box; also check additional boxes (as applicable) and complete items 5, 6, and/or 7 as appropriate.

To change the name and/or address of a party (items 5, 6, and 7): Check box in item 5 to indicate whether this Amendment relates to a Debtor or Secured Party of record; and check the CHANGE name and/or mailing address box in item 5 and enter name of affected party (current record name) in item 6a or 6b; and repeat or enter the new name in item 7a or 7b; always enter the party's mailing address in item 7c.

To add a party (items 5 and 7): Check box in item 5 to indicate whether this Amendment relates to a Debtor or Secured Party of record; and check the ADD name box in item 5 and enter the added party's name in item 7a or 7b; always enter the party's mailing address in item 7c. For additional Debtors or Secured Parties, attach Amendment Additional Party (Form UCC3AP), using correct name format.

To delete a party (items 5 and 6): Check box in item 5 to indicate whether this Amendment relates to a Debtor or Secured Party of record; and check the DELETE name box in item 5 and enter the deleted party's name in item 6a or 6b.

8. **Collateral Change.** To indicate a collateral change, check this box; also check additional box (as applicable) and describe the change in item 8. If space in item 8 is insufficient, continue collateral description in item 14 of Amendment Addendum (Form UCC3Ad). Do not include social security numbers or other personally identifiable information.

To add collateral: Check the ADD collateral box in item 8 and indicate the additional collateral.

To delete collateral: Check the DELETE collateral box in item 8 and indicate the deleted collateral. A partial release is a DELETE collateral change.

To restate covered collateral description: Check the RESTATE covered collateral box in item 8 and indicate the restated collateral.

To assign the right to amend the financing statement with respect to part (but not all) of the collateral covered by the identified financing statement: Comply with Instruction 3 above and check the ASSIGN collateral box in item 8.

If, due to a full release of collateral, filer no longer claims a security interest under the identified financing statement, check box in item 2 (Termination) and not a box in item 8 (Collateral Change).

9. **Name of Authorizing Party.** Enter name of party of record authorizing this Amendment. In most cases, the authorizing party is the Secured Party of record. If this is an Amendment (Assignment), enter Assignor's name in item 9a or 9b. If this is an Amendment (Termination) authorized by a Debtor, check the box in item 9 and enter the name of the Debtor authorizing this Amendment in item 9a or 9b. If this Amendment (Termination) is to be filed or recorded in the real estate records, also enter, in item 12 of Amendment Addendum (Form UCC3Ad), the name of Secured Party of record. If there is more than one authorizing Secured Party or Debtor, enter additional name(s) in item 14 of Amendment Addendum (Form UCC3Ad).

10. **Optional Filer Reference Data.** This item is optional and is for filer's use only. For filer's convenience of reference, filer may enter in item 10 any identifying information that filer may find useful. Do not include social security numbers or other personally identifiable information.

EXHIBIT A TO UCC FINANCING STATEMENT

FIXTURE FILING

Secured Party: Angel Oak Commercial Lending, LLC

Borrower: Newhouse Office Building, LLC

Secured Party has a continuing security interest in the following types and items of property:

1. All Borrower's right, title and interest in all UCC Collateral, including all Goods and all Personalty.
2. All Proceeds of the UCC Collateral.

For the purpose of the foregoing, the following terms shall be defined as follows:

"Code" shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of Utah.

"Fixtures" means all Goods that are so attached or affixed to the Land or the Improvements as to constitute a fixture under the laws of the Property Jurisdiction.

"Goods" means all of Borrower's present and hereafter acquired right, title and interest in all goods which are used now or in the future in connection with the ownership, management, or operation of the Land or the Improvements or are located on the Land or in the Improvements, including inventory; furniture; furnishings; machinery, equipment, engines, boilers, incinerators, and installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air, or light; antennas, cable, wiring, and conduits used in connection with radio, television, security, fire prevention, or fire detection, or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers, and other appliances; light fixtures, awnings, storm windows, and storm doors; pictures, screens, blinds, shades, curtains, and curtain rods; mirrors, cabinets, paneling, rugs, and floor and wall coverings; fences, trees, and plants; swimming pools; exercise equipment; supplies; tools; books and records (whether in written or electronic form); websites, URLs, blogs, and social network pages; computer equipment (hardware and software); and other tangible personal property which is used now or in the future in connection with the ownership, management, or operation of the Land or the Improvements or are located on the Land or in the Improvements.

“Land” means the land that is described in that certain Deed of Trust,, Assignment of Leases and Rents, Security Agreement and Fixture Filing between the Borrower and the Lender and which has been recorded in the real estate records of the County Salt Lake County, Utah and which is described on Exhibit A-1 attached hereto and made a part hereof.

“Improvements” means all means the buildings, structures, improvements, and alterations now constructed or at any time in the future constructed or placed upon the Land, including any future replacements, facilities, and additions and other construction on the Land.

“Personalty” means all of Borrower’s present and hereafter acquired right, title and interest in all Goods, accounts, choses of action, chattel paper, documents, general intangibles (including Software), payment intangibles, instruments, investment property, letter of credit rights, supporting obligations, computer information, source codes, object codes, records and data, all telephone numbers or listings, claims (including claims for indemnity or breach of warranty), deposit accounts and other property or assets of any kind or nature related to the Land or the Improvements now or in the future, including operating agreements, surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Land or the Improvements, and all other intangible property and rights relating to the operation of, or used in connection with, the Land or the Improvements, including all governmental permits relating to any activities on the Land.

“Proceeds” shall mean “proceeds,” as such term is defined in the Code and shall include, but not be limited to, (i) any and all payments (in any form whatsoever) made or due and payable to Borrower from time to time in connection with any condemnation, seizure or forfeiture of all or any part of the UCC Collateral by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority), (ii) any and all amounts paid or payable to Borrower for or in connection with any sale or other disposition of Borrower’s interests in the Company and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the UCC Collateral.

“Property Jurisdiction” means the jurisdiction in which the Land is located.

“Software” means a computer program and any supporting information provided in connection with a transaction relating to the program. The term does not include any computer program that is included in the definition of Goods.

Capitalized terms not otherwise defined herein shall have the meanings attributed thereto in that certain Loan Agreement between the Debtor and the Secured Party executed on or about the date hereof.

EXHIBIT A-1

PARCEL 1:

A TRACT OF LAND SITUATE IN LOT 4, BLOCK 52, PLAT "A", SALT LAKE CITY SURVEY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 100 FEET NORTH FROM THE SOUTHWEST CORNER OF LOT 4, SAID BLOCK 52, AND RUNNING THENCE EAST 165 FEET; THENCE NORTH 79 FEET TO EXCHANGE PLACE; THENCE ALONG EXCHANGE PLACE WEST 165 FEET TO MAIN STREET; THENCE ALONG SAID MAIN STREET SOUTH 79 FEET TO THE PLACE OF BEGINNING.

PARCEL 2:

A NON-EXCLUSIVE RIGHT OF WAY AND EASEMENT FOR AN ALLEY AND DRIVEWAY, APPURTENANT TO PARCEL 1, AS ESTABLISHED BY THAT CERTAIN WARRANTY DEED RECORDED JANUARY 23, 1907, AS ENTRY NO. 217906 IN BOOK 7P OF DEEDS AT PAGE 206 OF OFFICIAL RECORDS, OVER THE WEST 10.5 FEET OF THE EAST 13 FEET OF THE SOUTH 100 FEET OF LOT 4, BLOCK 52, PLAT "A", SALT LAKE CITY SURVEY.

PARCEL 10:

A NON-EXCLUSIVE EASEMENT FOR PARKING, INGRESS AND EGRESS OF PEDESTRIAN AND VEHICULAR ACCESS APPURTENANT TO PARCEL 1 AS CONTAINED IN "PARKING EASEMENT AGREEMENT" BETWEEN EXCHANGE PLACE GARAGE, A UTAH GENERAL PARTNERSHIP AND NEWHOUSE OFFICE BUILDING, LLC, A DELAWARE LIMITED LIABILITY COMPANY, RECORDED JULY 10, 2017, AS ENTRY NO. 12572551 IN BOOK 10573 AT PAGE 1625 OF OFFICIAL RECORDS.

APN: 16-06-302-001-0000