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Book - 10252 Pg - 8151-8155
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
BONNEVILLE MORTGAGE COMPANY
BY: TCA, DEPUTY - WI 5 P.

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Rayma Flint - 801-323-1025

B. E-MAIL CONTACT AT FILER (optional)
rflint@brecslc.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Nationwide Life Insurance Company
c/o Bonneville Real Estate Capital
111 E. Broadway, Suite 1250
Salt Lake City, UT 84111

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
7542843 (original UCC1 filed 12/28/1999)

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

OR

6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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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

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
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8. **COLLATERAL CHANGE:** Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral
Indicate collateral:

See Exhibit "A" and "B" attached hereto and incorporated herein by this reference.

Tax Parcel #15-01-179-004, 15-01-179-008, 15-01-179-009 and 15-01-179-010

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
Nationwide Life Insurance Company

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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10. **OPTIONAL FILER REFERENCE DATA:**
#150017 / NLI #03-4002179 - Ford Building Salt Lake, LLC - SALT LAKE COUNTY

International Association of Commercial Administrators (IACA)

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (Form UCC3) (Rev. 04/20/11)

EXHIBIT A

PARCEL 1:

BEGINNING at the Northeast corner of Lot 2, Block 62, Plat "A," Salt Lake City Survey; and running thence West 5 rods; thence South 60 feet; thence East 5 rods; thence North 60 feet to the point of BEGINNING.

PARCEL 2:

BEGINNING at the Northeast corner of Lot 1, Block 62, Plat "A," Salt Lake City Survey; and running thence South 20 rods; thence West 164 and 2/3 feet; thence North 11 rods; thence West 1/3 of a foot; thence North 9 rods; thence East 10 rods to the point of BEGINNING.

PARCEL 3:

BEGINNING 165 feet South of the Northeast corner of Lot 8, Block 62, Plat "A," Salt Lake City Survey, and running thence South 100 feet; thence West 10 rods; thence North 100 feet; thence East 10 rods to the place of BEGINNING.

PARCEL 4:

A leasehold estate arising pursuant to that certain Ground Lease Agreement dated October 11, 1996, as evidenced of record pursuant to that certain Memorandum of Ground Lease Agreement dated February 9, 1999 and recorded on February 11, 1999 as Entry No. 7253547, in Book 8248, at Page 6083 of the records of the Salt Lake County Recorder, as amended by that certain First Amendment to Ground Lease Agreement dated September 27, 1999, as evidenced of record by that certain First Amendment of Ground Lease Agreement dated September 27, 1999 and recorded on October 18, 1999 as Entry No. 7492035, in Book 8316, at Page 6722 of the records of the Salt Lake County Recorder (herein collectively the "Ground Lease"), which leasehold estate pertains to the following described real property located in Salt Lake County:

COMMENCING at the Southeast corner of Lot 8, Block 62, Plat "A," Salt Lake City Survey; thence North 65 feet; thence West 10 rods; thence South 65 feet; thence East 10 rods to place of BEGINNING.

PARCEL 5:

An easement estate arising pursuant to that certain Fire Escape Easement Agreement dated October 29, 1999 and recorded on November 2, 1999 as Entry No. 7504222, in Book 8320, at Page 4872 of the Records of the Salt Lake County

Recorder, which easement estate pertains to the following described real property located in Salt Lake County:

BEGINNING at a point South 89° 58' 10" West along the block line 164.67 feet and North 0° 00' 59" West 81.00 feet from the Southeast corner of Block 62, Plat "A," Salt Lake City Survey, and running thence North 0° 00' 59" West 23.00 feet; then South 89° 58' 10" West 6.00 feet; thence South 0° 00' 59" East 23.00 feet; then North 89° 58' 10" East 6.00 feet to the point of BEGINNING.

EXHIBIT "B"

All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the real property (hereinafter referred to as the "Land") described in Exhibit "A" to this Financing Statement and all fixtures, goods, inventory chattels, construction supplies and materials, fittings, furniture, furnishings, equipment, machinery, apparatus, appliances, and other items of personal property, whether tangible or intangible, of any kind, nature or description, whether now owned or hereafter acquired by Debtor, including without limitation, all signs and displays; all heating, air conditioning, water, gas, lighting, incinerating, and power equipment; all engines, compressors, pipes, pumps, tanks, motors, conduits, wiring, and switchboards; all plumbing, lifting, cleaning, fire prevention, fire extinguishing, sprinkling, refrigerating, ventilating, waste removal and communications equipment and apparatus; all boilers, furnaces, oil burners, vacuum cleaning systems, elevators, and escalators; all stoves, ovens, ranges, disposal units, dishwashers, water heaters, exhaust systems, refrigerators, cabinets and partitions; all rugs, attached floor coverings, curtains; all rods, draperies, and carpets; all building materials, tools, shades, awnings, blinds, screens, storm doors and windows; and all other general intangibles, inventory, contract rights, accounts receivable, chattel paper, documents and business records, of every kind, including, without limitation, any and all licenses, permits, franchises, trademarks, trade names, service marks, or logos; any of which is, are or shall hereafter be located upon, attached, affixed to or used or useful, either directly or indirectly, in connection with the complete and comfortable use, occupancy and operation of the Premises (as hereinafter defined), or any other business enterprise or operation as may hereafter be conducted upon or within said Premises, as well as the proceeds thereof or therefrom regardless of form (expressly excluding, however, any toxic wastes or substances deemed hazardous under federal, state or local laws), including any and all replacements of, substitutions for, or additions to any or all of the foregoing;

TOGETHER WITH all leases, contracts, rents, royalties, issues, revenues, profits, proceeds, deposits, income and other benefits, including accounts receivable, or, accruing to or derived from said Premises and any business or enterprise presently situated or hereafter operated thereon and therewith;

AND TOGETHER WITH any and all awards, payments or settlements, including interest thereon, and the right to receive the same, as a result of (a) the exercise of the right to eminent domain, (b) the alteration of the grade of any street, (c) any other injury, damage or casualty to, taking of, or decrease in the value of, the Premises, or (d) proceeds of insurance awards.

FOR THE PURPOSES HEREOF, the term "Premises" shall mean and be defined as the Land together with all buildings, structures and other improvements of any kind, nature or description now or hereafter erected, constructed, placed or located upon the Land and all tenements, hereditaments, strips and gores, rights-of-way, easements, privileges and other appurtenances now or hereafter belonging or in any way appertaining to the Land.

PROVIDED, HOWEVER, the foregoing described property shall not include any personal property owned by (i) tenants of Debtor, or (ii) the lessors of personal property to such tenants.

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12/07/99