

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Denise R. Clevenger (317-428-4627)
B. E-MAIL CONTACT AT FILER (optional) dclevenger@firsttb.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> First Internet Bank of Indiana 11201 USA Parkway Fishers, IN 46037 </div>

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 612 North State Street LLC			
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE COUNTRY
145 Hudson St., Suite 5C	New York	NY	10013 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 FIRST INTERNET BANK OF INDIANA			
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE COUNTRY
11201 USA Parkway	Fishers	IN	46037 USA

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

See Exhibit A attached hereto and made a part of 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 Agricultural Lien Non-UCC Filing

6b. Check only if applicable and check only one box: Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licenser

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:
Office of the Recorder of Utah

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

OR	9a ORGANIZATION'S NAME	
	612 North State Street LLC	
	9b INDIVIDUAL'S SURNAME	
	FIRST PERSONAL NAME	
	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

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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

OR	10a. ORGANIZATION'S NAME				
	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)

OR	11a ORGANIZATION'S NAME				
	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 B attached hereto and made a part of hereof.

17. MISCELLANEOUS:

EXHIBIT A
DESCRIPTION OF COLLATERAL

(A) The land located in Utah County, Utah, legally described in attached Exhibit A attached hereto and made a part hereof (the "Land");

(B) All rights, privileges, interests, tenements, hereditaments, easements and appurtenances in any way now or hereafter benefitting, belonging or appertaining to all or any of the Land, including without limiting the generality of the foregoing all land lying within any roadway and strips adjoining all or any of the Land, all minerals, oil, gas and other hydrocarbon substances thereon or therein and all air rights and water rights (collectively, the "Easements and Appurtenances");

(C) All buildings, structures and other improvements of every kind and description now or hereafter erected, constructed or placed on the Land, together with all fixtures, machinery, equipment, apparatus, furniture, furnishings, heating and cooling systems, and other articles of personal property now or hereafter located in or upon, attached to or used or intended to be used in connection with the Land, and all replacements thereof (collectively, the "Improvements");

(D) All extensions, improvements, betterments, substitutes, replacements, renewals, additions and appurtenances of or to the Easements and Appurtenances and of or to the Improvements (collectively, the "Additions");

(E) All rents, revenue, issues, proceeds, income and profits of the Land, the Easements and Appurtenances, the Additions and the Improvements, including all revenue and income derived from any leases and subleases of all or any of such property, and including all revenue and income derived from the lease, use or occupancy of all or any such property (including all of its rooms) by any tenants, guests, invitees or other occupants thereof (collectively, the "Rents");

(F) Any and all leases, licenses and other occupancy agreements now or hereafter affecting the Land, Improvements or Appurtenances, together with all security therefor and guaranties thereof and all monies payable thereunder, and all books and records owned by Grantor which contain evidence of payments made under the leases and all security given therefor (collectively, the "Leases");

(G) All governmental licenses, approvals, qualifications, variances, permissive uses, franchises, accreditations, certificates, certifications, consents, permits and other authorizations now or hereafter obtained and relating to the development, construction or operation of the Land or the Improvements, or any part thereof (including without limitation, building permits, subdivision and plat approvals and subdivision and plot plans), and all applications therefore (collectively, the "Permits");

(H) All contracts and agreements with any party and relating to the development, construction, or operation of the Land and the Improvements, or any part thereof (including without limitation, all contracts and agreements now or hereafter entered into with any party for architectural, engineering, management, maintenance, brokerage, promotional, marketing or consulting services rendered, or to be rendered, with respect to the planning, design, inspection, development, construction, operation, management, maintenance, marketing, promotion, leasing, occupancy or sale of the Land or the Improvements, or any part thereof, and all other agreements relating to the operation of the Land or the Improvements or the provision of services thereon), and all contract rights, warranties and representations, now or hereafter issued by, entered into with, or made by, any governmental authority or other third party (collectively, the "Contracts");

(I) All of the plans, specifications and drawings heretofore or hereafter prepared by any architect, engineer or other contractor with respect to the Land or the Improvements, or any part thereof (including without limitation, subdivision and plot plans, foundation plans, utilities facilities plans, floor plans, elevations, framing plans, cross-sections of walls, mechanical plans, electrical plans and architectural and engineering plans and specifications and architectural and engineering studies and analyses) (collectively, the "Plans"); and

(J) All awards, payments and proceeds of conversion, whether voluntary or involuntary, of any of the Land, the Easements and Appurtenances, the Improvements, the Additions, the Rents, the Leases, the Permits, the Contracts and the Plans, including without limitation, all insurance, condemnation and tort claims, rent claims and other obligations dischargeable in cash.

EXHIBIT B

(Legal Description)

PARCEL 1: (14-046-0055)

BEGINNING NORTH 550.72 FEET AND WEST 919.70 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 88°18'00" WEST 151.84 FEET TO THE EAST LINE OF STATE ROAD; THENCE NORTH 42°11'00" WEST 137.60 FEET ALONG SAID STREET LINE; THENCE NORTH 60°19'00" EAST 74.00 FEET ALONG FENCE LINE; THENCE NORTH 00°22'20" WEST 247.38 FEET ALONG THE CENTERLINE OF CANAL; THENCE NORTH 87°49'50" EAST 123.81 FEET; THENCE SOUTH 08°30'30" EAST 390.46 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING ANY PORTION LYING WITHIN THE 600 NORTH STREET RIGHT OF WAY.

PARCEL 2: (49-091-0031)

BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 600 NORTH STREET, SAID POINT BEING LOCATED NORTH 574.34 FEET AND WEST 923.23 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 175.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°08'10" AN ARC LENGTH OF 107.32 FEET (THE CHORD OF WHICH BEARS SOUTH 68°04'05" WEST, 105.64 FEET); TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 30.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 88°13'55" AN ARC LENGTH OF 45.15 FEET (THE CHORD OF WHICH BEARS NORTH 85°23'03" WEST, 41.01 FEET) TO THE EAST LINE OF STATE ROAD; THENCE NORTH 42°16'06" WEST ALONG SAID EASTERLY LINE, 39.96 FEET; THENCE NORTH 88°19'19" EAST, 166.49 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.