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 Gary W. Ott  
 Recorder, Salt Lake County, UT  
 TITLE WEST  
 BY: eCASH, DEPUTY - EF 4 P.

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]  
**Laura Lerma (409) 797-3249**

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**Laura Lerma  
 Greer, Herz & Adams, L.L.P.  
 2525 South Shore Blvd., Suite 203  
 League City, Texas 77573**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

**1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names**

1a. ORGANIZATION'S NAME  
**1605 Gramercy LLC**

OR  
 1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
**2401 Foothill Drive Salt Lake City UT 84109 USA**

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any  
**OMITTED limited liability co. Utah**  NONE

**2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names**

2a. ORGANIZATION'S NAME

OR  
 2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any  NONE

**3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)**

3a. ORGANIZATION'S NAME  
**American National Insurance Company**

OR  
 3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
**2525 South Shore Blvd., Suite 207 League City TX 77573 USA**

**4. This FINANCING STATEMENT covers the following collateral:**

See Exhibit "One" attached hereto and made a part hereof.

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable] 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [if applicable] (ADDITIONAL FEE) [optional] All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

**LCM #14-127; to be recorded with the office of the Utah Secretary of State.**

EXHIBIT "ONE"

The term "**Collateral**" shall mean any and all of Debtor's right, title and interest, if any, in:

- (1) any and all of the goods, articles of personal property, accounts, general intangibles, instruments, documents, furniture, furnishings, equipment and/or fixtures of every kind and nature whatsoever (including without limitation, the items described in subsections (2) - (6) herein now or hereafter owned by Debtor, in or hereafter placed in or used or which may become used, in connection with or in the use, enjoyment, ownership or operation of the Mortgaged Premises (as hereinafter defined) together with all additions thereto, replacements thereof, substitutions therefor and all proceeds therefrom;
- (2) any and all rents, rentals, payments, compensations, revenues, profits, incomes, leases, licenses, concession agreements, insurance policies, plans and specifications, contract rights, accounts, escrowed funds and general intangibles in any way relating to the Mortgaged Premises or used or useful in the use, enjoyment, ownership or operation of the Mortgaged Premises;
- (3) in all names, trade names, signs, marks and trademarks under or by which the Mortgaged Premises may at any time be operated or known, all rights to carry on business under any such names, trade names, signs, marks and trademarks or any variant thereof, any goodwill in any way relating to the Mortgaged Premises and all of Debtor's rights to carry on the business of Debtor under all such names, trade names, signs, marks and trademarks or any variant thereof;
- (4) any and all deposits, awards, damages, payments, escrowed monies, insurance proceeds, condemnation awards or other compensation, and interests, fees, charges or payments accruing on or received from or to be received on any of the foregoing in any way relating to the Mortgaged Premises, or the ownership, enjoyment or operation of the Mortgaged Premises together with all proceeds of the foregoing described in this Section 1(B);
- (5) any and all cash, securities, uncertificated securities, investment property, securities accounts, financial assets, deposit accounts, securities entitlements, and other personal property now or hereafter in or coming into or being credited to, or represented by any escrow account pledged as collateral for the Indebtedness, including, without limitation, all interest, dividends, rights, splits and income on such items; and
- (6) any and all products, proceeds, substitutions, re-numberings and replacements of any of the above-described Collateral.

The term "**Mortgaged Premises**" shall mean (1) the real property situated in the City of Salt Lake, Salt Lake County, State of Utah, described on Exhibit "A", which is attached hereto and incorporated herein for all purposes; together with all of Debtor's right, title and interest in and to all buildings and improvements of every kind and description now or hereafter erected or

placed thereon, and all materials now or hereafter placed thereon intended for construction, reconstruction, alteration and repair of such buildings and improvements, all of which materials shall be deemed to be included as a part of said real property immediately upon the delivery thereof to said real property; (2) Debtor's right, title and interest in and to all fixtures now or hereafter owned by Debtor and attached to, contained in or used in connection with said land, and all renewals and replacements thereof, including but not limited to (a) all equipment, apparatus, machinery, motors, elevators, fittings and radiators, (b) all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air-conditioning and sprinkler equipment, (c) all awnings, storm windows and doors, mantels, cabinets, computer flooring, rugs, carpeting, linoleum, stoves, shades, draperies, blinds and water heaters, (d) such other goods and chattels and personal property as are usually furnished by landlords in letting an unfurnished building, or which shall be attached to said buildings and improvements by nails, screws, bolts, pipe connections, masonry or in any other manner and (e) all built-in equipment as may be shown by plans and specifications; and (3) the air space and right to use said air space above the Mortgaged Premises to the extent owned by Debtor, all rights of ingress and egress by pedestrians and motor vehicles to parking facilities on or within the Mortgaged Premises, and all easements now or hereafter affecting same, royalties and all rights appertaining to the use and enjoyment of the Mortgaged Premises, including, without limitation, alleys, drainage, sewer, mineral, water, oil and gas rights, rights-of-way, vaults, ways, passages, water courses, water rights and powers, and all estates, rights, titles, interests, reversionary interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating or appertaining to the Mortgaged Premises or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto and the reversion and reversions, remainder and remainders thereof.

**EXHIBIT "A"**

The land referred to in this Commitment is situated in the County of Salt Lake, State of Utah, and described as follows:

Lots 8, NIN TECH WEST II, according to the official plat thereof on file and of record in the Salt Lake County Recorder's Office.

The following is shown for information purposes only: 15-18-202-005