

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141	
B. E-MAIL CONTACT AT FILER (optional) uccfilingreturn@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 24352 - SITUS ASSET	
Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	92428406 UTUT FIXTURE
File with: Salt Lake, UT	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
12856986 9/26/2018 CC UT Salt Lake

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: Debtor or Secured Party of record **AND** Check one of these three boxes to:
 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 UPG CITY CENTRE BUILDING PROPERTY OWNER, 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)

OR	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:

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 Forethought Life Insurance Company				
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

10. OPTIONAL FILER REFERENCE DATA: Debtor Name: UPG CITY CENTRE BUILDING PROPERTY OWNER, LLC
92428406 Global Atlantic Financial Group 5300033

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form
 12856986 9/26/2018 CC UT Salt Lake

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

12a. ORGANIZATION'S NAME
 Forethought Life Insurance Company

OR 12b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see Instructions if name does not fit

13a. ORGANIZATION'S NAME
 UPG CITY CENTRE BUILDING PROPERTY OWNER, LLC

OR 13b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

Debtor Name and Address:

UPG CITY CENTRE BUILDING PROPERTY OWNER, LLC - 1215 Fourth Avenue, Suite 600 , Seattle, WA 98161
 UPG CITY CENTRE PARKING PROPERTY OWNER, LLC - 1215 Fourth Avenue, Suite 600 , Seattle, WA 98161

Secured Party Name and Address:

Forethought Life Insurance Company - 4 WTC, 51st FL, 150 W. Greenwich St. , New York, NY 10007

15. This FINANCING STATEMENT AMENDMENT:
 covers timber to be cut covers as-extracted collateral is filed as a fixture filing

16. Name and address of a RECORD OWNER of real estate described in item 17 (if Debtor does not have a record interest):

17. Description of real estate:
 See Exhibit B attached hereto.

See Exhibit B attached hereto.

[See Exhibit for Real Estate]

18. MISCELLANEOUS: 92428406-UT-35 24352 - SITUS ASSET MGT- PRI Forethought Life Insurance Company File with: Salt Lake, UT Global Atlantic Financial Group 5300033



Debtor: UPG CITY CENTRE BUILDING PROPERTY
OWNER, LLC

Exhibit for Real Estate

17. Description of real estate: Continued

Parcel ID:

16-06-305-022-0000, 16-06-305-031-0000



EXHIBIT A

The following is hereby incorporated into said UCC Financing Statement as the description of the collateral subject thereto:

(a) the real property described in Exhibit B attached hereto and made a part hereof, together with any greater estate therein as hereafter may be acquired by Debtor (the "Land"),

(b) all buildings, structures and other improvements, now or at any time situated, placed or constructed upon the Land (the "Improvements"),

(c) all right, title and interest of Debtor in and to all materials, machinery, supplies, equipment, fixtures, apparatus and other items of personal property now owned or hereafter acquired by Debtor and now or hereafter attached to, installed in or used in connection with any of the Improvements or the Land, including any and all partitions, dynamos, window screens and shades, drapes, rugs and other floor coverings, awnings, motors, engines, boilers, furnaces, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatus and equipment, water tanks, swimming pools, heating, ventilating, plumbing, lighting, communications and elevator fixtures, laundry, incinerating, air conditioning and air cooling equipment and systems, gas and electric machinery and equipment, disposals, dishwashers, furniture, refrigerators and ranges, securities systems, art work, recreational and pool equipment and facilities of all kinds, water, gas, electrical, storm and sanitary sewer facilities of all kinds, and all other utilities whether or not situated in easements together with all accessions, replacements, betterments and substitutions for any of the foregoing (the "Fixtures"),

(d) all right, title and interest of Debtor in and to all goods, accounts, general intangibles, instruments, documents, accounts receivable, chattel paper, investment property, securities accounts and all other personal property of any kind or character, including such items of personal property as defined in the UCC, now owned or hereafter acquired by Debtor and now or hereafter affixed to, placed upon, used in connection with, arising from or otherwise related to the Land and/or the Improvements or that may be used in or relating to the planning, development, financing or operation of the Land and/or the Improvements, including furniture, furnishings, equipment, machinery, money, insurance proceeds, condemnation awards, accounts, contract rights, trademarks, goodwill, chattel paper, documents, trade names, licenses and/or franchise agreements, rights of Debtor under leases of Fixtures or other personal property or equipment, inventory, all refundable, returnable or reimbursable fees, deposits or other funds or evidences of credit or indebtedness deposited by or on behalf of Debtor with any governmental authorities, boards, corporations, providers of utility services, public or private, including specifically, but without limitation, all refundable, returnable or reimbursable tap fees, utility deposits, commitment fees and development costs and all refunds, rebates or credits in connection with a reduction in real estate taxes and assessments against the Land and/or Improvements as a result of tax certiorari or any applications or proceedings for reduction (the "Personalty"),

(e) all reserves, escrows or impounds required under the Loan Agreement and all deposit accounts (including tenant's security and cleaning deposits and deposits with respect to

utility services) maintained by or on behalf of Debtor with respect to the Land and/or Improvements,

(f) all right, title and interest of Debtor in and to all plans, specifications, shop drawings and other technical descriptions prepared for construction, repair or alteration of the Improvements, and all amendments and modifications thereof (together with any and all modifications, renewals, extensions and substitutions of the foregoing, the "Plans"),

(g) subject to the rights of Debtor hereunder and under the Loan Agreement, all leasehold estates, leases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect and every modification, amendment or other agreement relating thereto, including every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto) that grant a possessory interest in, or the right to use or occupy, all or any part of the Land and/or Improvements, together with all related security and other deposits (together with any and all modifications, renewals, extensions and substitutions of the foregoing, the "Leases"),

(h) all right, title and interest of Debtor in and to all of the rents, revenues, income, proceeds, issues, profits (including all oil or gas or other mineral royalties and bonuses), security and other types of deposits, and other benefits paid or payable and to become due or payable by parties to the Leases other than Debtor for using, leasing, licensing, possessing, occupying, operating from, residing in, selling or otherwise enjoying any portion or portions of the Land and/or Improvements (the "Rents"),

(i) all right, title and interest of Debtor in and to the Approved Management Agreement, the Approved Leasing Agreement, and all other contracts and agreements in any way relating to, executed in connection with, or used in, the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition, management, leasing or ownership of the Land and/or Improvements or the sale of goods or services produced in or relating to the Land and/or Improvements (together with any and all modifications, renewals, extensions and substitutions of the foregoing, the "Property Agreements"), including all right, title and interest of Debtor in, to and under (a) all construction contracts, architects' agreements, engineers' contracts, utility contracts, letters of credit, escrow agreements, maintenance agreements, management, leasing and related agreements, parking agreements, equipment leases, service contracts, operating leases, catering and restaurant leases and agreements, agreements for the sale, lease or exchange of goods or other property, agreements for the performance of services, permits, variances, licenses, certificates and entitlements, (b) all material agreements and instruments under which Debtor or any of its affiliates or the seller of the Property have remaining rights or obligations in respect of the acquisition of the Property or equity interests therein, (c) applicable business licenses, variances, entitlements, certificates, state health department licenses, liquor licenses, food service licenses, licenses to conduct business, certificates of need and all other permits, licenses and rights obtained from any Governmental Authority or private Person, (d) all rights of Debtor to receive monies due and to become due under or pursuant to the Property Agreements, (e) all claims of Debtor for damages arising out of or for breach of or default under the Property Agreements, (f) all rights of Debtor to terminate, amend, supplement, modify or waive performance under the Property Agreements, to compel performance and otherwise to exercise all remedies thereunder, and, with respect to Property

Agreements that are letters of credit, to make any draws thereon, and (g) to the extent not included in the foregoing, all cash and non-cash proceeds, products, offspring, rents, revenues, issues, profits, royalties, income, benefits, additions, renewals, extensions, substitutions, replacements and accessions of and to any and all of the foregoing, in each case to the extent assignable by Debtor,

(j) all right, title and interest of Debtor in and to all rights, privileges, titles, interests, liberties, tenements, hereditaments, rights-of-way, easements, sewer rights, water, water courses, water rights and powers, air rights and development rights, licenses, permits and construction and equipment warranties, appendages and appurtenances appertaining to the foregoing, and all right, title and interest, if any, of Debtor in and to any streets, ways, alleys, underground vaults, passages, strips or gores of land adjoining the Land or any part thereof,

(k) all accessions, replacements, renewals, additions and substitutions for any of the foregoing and all proceeds thereof,

(l) subject to the rights of Debtor hereunder or under the Loan Agreement, all insurance policies, unearned premiums therefor and proceeds from such policies, including the right to receive and apply the proceeds of any insurance, judgments or settlements made in lieu thereof, covering any of the above property now or hereafter acquired by Debtor,

(m) all right, title and interest of Debtor in and to all mineral, riparian, littoral, water, oil and gas rights now or hereafter acquired and relating to all or any part of the Land and/or Improvements,

(n) all of Debtor's right, title and interest in and to any awards, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any Governmental Authority pertaining to the Land, Improvements, Fixtures or Personalty, and

(o) all after acquired title to or remainder or reversion in any of the property (or any portion thereof) described herein.

Capitalized terms used herein but not otherwise defined shall have the respective meanings ascribed to such terms in the Loan Agreement between Debtor, as grantor and Secured Party, as beneficiary.

EXHIBIT B

LEGAL DESCRIPTION

Parcel 1:

A tract of land lying in Lots 1 and 8 of Block 53 of Plat "A" of the Salt Lake City Survey, Salt Lake County, Utah, described as follows: Beginning at the Southeast Corner of said Block 53; thence along the South boundary of said Block 53, South 89°58'05" West 312.50 feet; thence North 00°01'55" West 286.33 feet; thence North 89°58'05" East 104.24 feet; thence South 00°01'55" East 85.92 feet; thence North 89°58'05" East 111.83 feet; thence South 00°01'55" East 59.17 feet; thence North 89°58'05" East 96.39 feet to the East boundary of said Block 53; thence along said East boundary South 00°02'27" East 141.25 feet to the point of beginning.

Also described as surveyed in the ALTA/NSPS Land Title Survey prepared by Stantec Consulting Services Inc. dated September 25, 2018 as job Project No. 180101674 as follows:

BEGINNING AT SOUTHEAST CORNER OF BLOCK 53, PLAT "A" OF THE SALT LAKE CITY SURVEY, AND RUNNING THENCE S89°57'29"W 312.46 FEET; THENCE N00°02'31"W 286.38 FEET TO THE SOUTHWESTERLY CORNER OF THE METRO CONDOMINIUMS AS RECORDED IN BOOK 2008P AT PAGE 169 IN THE SALT LAKE COUNTY RECORDER'S OFFICE; THENCE, ALONG THE SOUTH BOUNDARY LINE OF SAID METRO CONDOMINIUMS, THE FOLLOWING FIVE (5) COURSES: (1) N89°57'29"E 104.25 FEET, (2) S00°01'55"E 85.92 FEET, (3) N89°58'05"E 111.83 FEET, (4) S00°01'55"E 59.17 FEET, (5) N89°58'05"E 96.41 FEET TO THE EAST LINE OF SAID BLOCK 53; THENCE S00°02'22"E 141.25 FEET TO THE POINT OF BEGINNING.

Parcel 1A:

The nonexclusive easements, appurtenant to Parcel 1 described herein, as defined, described and created pursuant to that certain "Amendment and Restatement of Second East Ramp Agreements" recorded March 21, 2008 as Entry No. 10378772, in Book 9584, at Page 6733 of the Official Records of the Salt Lake County Recorder.

Parcel 1B

The nonexclusive easements, appurtenant to Parcel 1 described herein, as defined, described and created pursuant to that certain "Amended and Restated Cross Easement Agreement" recorded March 21, 2008 as Entry No. 10378773, in Book 9584, at Page 6778 of the Official Records.

Parcel 1C

The nonexclusive easement and right of way, appurtenant to Parcel 1 described herein, for the passage of motor vehicles, carts, dollies and pedestrians over and across the driveway areas and for the use of loading dock, as defined, described and created pursuant to that certain "Amended and Restated Cross-Access Loading Dock Easement Agreement" recorded July 18, 2005 as Entry No. 9435127, in Book 9160, at Page 5208 of the Official Records of the Salt Lake County Recorder.

Parcel 2:

Commencing at the Southwest Corner of Lot 2, Block 53, Plat "A", Salt Lake City Survey; and running thence North 89°57'29" East 347.83 feet; thence North 0°01'55" West 430.19 feet; thence South 89°57'26" West 182.71 feet; thence North 0°02'16" West 65.03 feet; thence South 89°57'25" West 165.08 feet to the West line of Block 53; thence South 0°02'14" East along said West line 495.21 feet to the point of beginning.

Excepting therefrom a parcel conveyed to Utah Transit Authority by Quit Claim Deed recorded February 28, 2001 as Entry No. 7831877 in Book 8429 at Page 951 of Official Records, described as follows:

Beginning at the Southwest Corner of Lot 2, Block 53, Plat "A", Salt Lake City Survey; and running thence North 00°01'43" West along the West line of said Block 53, 11.80 feet; thence Southeasterly along the arc of a curve with a 21.38 foot radius through a central angle of 58°48'16", 21.94 feet with a chord bearing South 57°58'37" East 20.99 feet; thence North 89°57'40" East 198.21 feet; thence South 78°43'33" East 3.36 feet to the South line of said Block 53; thence South 89°57'40" West 219.30 feet along said South line to the point of beginning.

Basis of bearing is Salt Lake City Monuments on 400 South at State Street and 200 East Street.

Also Excepting therefrom a parcel conveyed to 333 South State, LLC, a Utah limited liability company, by Warranty Deed recorded June 25, 2010 as Entry No. 10978201, described as follows:

A parcel of land located in Block 53, Plat A, Salt Lake City Survey, said parcel being more particularly described as follows:

Beginning at a point on the West Line of said Block 53, said point being N00°02'14"W 237.43 feet, along the West Line of said Block 53, from the Southwest Corner of Lot 2 of said Block 53; and running thence along said West Line of Block 53, N00°02'14"W 257.78 feet; thence N89°57'25"E 165.08 feet; thence S00°02'16"E 65.03 feet; thence N89°57'26"E 182.72 feet to the West Boundary Line of The Metro Condominium Plat as recorded in the Salt Lake County Recorder's Office; thence along said West Boundary Line of The Metro Condominium Plat and the City Centre One Parcel S00°02'31"E 193.01 feet; thence West 347.81 feet to the Point of Beginning.

Also described as surveyed in the ALTA/NSPS Land Title Survey prepared by Stantec Consulting Services Inc. dated September 25, 2018 as job Project No. 180101674 as follows:

BEGINNING AT A POINT ON THE WEST LINE OF BLOCK 53, PLAT "A", SALT LAKE CITY SURVEY, SAID POINT BEING ALSO N00°02'16"W, ALONG SAID WEST LINE, 11.80 FEET FROM THE SOUTHWEST CORNER OF SAID BLOCK 53, AND RUNNING THENCE N00°02'16"W, ALONG SAID WEST LINE OF BLOCK 53, 225.68 FEET; THENCE EAST 347.85 FEET TO THE WEST LINE OF PARCEL 1; THENCE, ALONG SAID WEST LINE, S00°02'31"E 237.23 FEET TO THE SOUTH LINE OF SAID BLOCK 53; THENCE S89°57'29"W 128.57 FEET; THENCE N78°43'45"W 3.36 FEET; THENCE S89°57'28"W 198.21 FEET THENCE NORTHWESTERLY 21.94 FEET ALONG THE ARC OF A 21.38 FOOT RADIUS CURVE TO THE RIGHT, CHORD BEARS N57°58'49"W 20.99 FEET TO THE POINT OF BEGINNING.

Parcel 2A:

The nonexclusive easements, appurtenant to Parcel 2 described herein, as defined, described and created pursuant to that certain "Amendment and Restatement of Second East Ramp Agreements" recorded March 21, 2008 as Entry No. 10378772, in Book 9584, at Page 6733 of the Official Records of the Salt Lake County Recorder

Parcel 2B:

The nonexclusive easements, appurtenant to Parcel 2 described herein, as defined, described and created pursuant to that certain "Amended and Restated Cross Easement Agreement" recorded March 21, 2008 as Entry No. 10378773, in Book 9584, at Page 6778 of the Official Records.

Tax Parcel ID Nos.: 16-06-305-022-0000 and 16-06-305-031-0000