



Salt Lake County, UT
UCC-1

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ADAM GARDINER
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 7 P.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

| |
|---|
| A. NAME & PHONE OF CONTACT AT FILER (optional) |
| B. E-MAIL CONTACT AT FILER (optional) |
| C. SEND ACKNOWLEDGMENT TO: (Name and Address) |
| Polsinelli ATTN: Marla Bell, Esq. 900 W. 48 th Place, Suite 900 Kansas City, MO 64112 |

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 | | | | |
| BG VISTA OFFICE 8, L.C. | | | | |
| OR | 1b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
| 1c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY |
| 101 South 200 East, Suite 700 | Salt Lake City | UT | 84111 | 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 | | | | |
| ARGENTIC REAL ESTATE FINANCE LLC | | | | |
| OR | 3b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
| 3c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY |
| 40 West 57 th Street, 29 th Floor | New York | NY | 10019 | USA |

4. COLLATERAL: This financing statement covers the following collateral

See Schedule of Collateral attached hereto and incorporated herein.

27-36-151-040, 27-36-127-007
27-36-127-011
27-36-127-012
27-36-127-005

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

6b. Check only if applicable and check only one box:

Agricultural Lien Non-UCC Filing

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

8. OPTIONAL FILER REFERENCE DATA:

File No.: 091378-593727

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 | |
| | BG VISTA OFFICE 8, L.C. | |
| | 10b. INDIVIDUAL'S SURNAME | |
| | FIRST PERSONAL NAME | |
| | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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) | |

| | | | | |
|----------------------|------|-------|-------------|---------|
| 10c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY |
| | | | | USA |

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 |
| | | | | USA |

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

| | |
|---|--|
| 13. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable) | 14. This FINANCING STATEMENT: <input type="checkbox"/> covers timber to be cut <input type="checkbox"/> covers as-extracted collateral <input checked="" type="checkbox"/> 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: Please see Exhibit "A" attached hereto and made a part hereof. |

17. MISCELLANEOUS:
File No.: 091378-593727

International Association of Commercial Administrators (IACA)

FILING OFFICE COPY — UCC FINANCING STATEMENT ADDENDUM (Form UCC1Ad) (Rev. 04/20/11)

BK 10675 PG 904

**SCHEDULE OF COLLATERAL
BG VISTA OFFICE 8, L.C., AS DEBTOR,
ARGENTIC REAL ESTATE FINANCE LLC, AS SECURED PARTY**

The land described in Exhibit A (the “**Premises**”), and the buildings, structures, fixtures and other improvements now or hereafter located thereon (the “**Improvements**”); **TOGETHER WITH:** all right, title, interest and estate of Debtor now owned, or hereafter acquired, in and to the following property, rights, interests and estates (the Premises, the Improvements, and the property, rights, interests and estates hereinafter described are collectively referred to herein as the “**Mortgaged Property**”):

(a) all easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, rights to oil, gas, minerals, coal and other substances of any kind or character, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Premises and the Improvements; and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road, highway, alley or avenue, opened, vacated or proposed, in front of or adjoining the Premises, to the center line thereof; and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Premises and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(b) all machinery, furniture, furnishings, equipment, computer software and hardware, fixtures (including all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), inventory, materials, supplies and other articles of personal property and accessions thereof, renewals and replacements thereof and substitutions therefor, and other personal property of every kind and nature, tangible or intangible, owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Premises or the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Premises and the Improvements (hereinafter collectively referred to as the “**Equipment**”), including any leases of, deposits in connection with, and proceeds of any sale or transfer of any of the foregoing, and the right, title and interest of Debtor in and to any of the Equipment that may be subject to any “security interest” as defined in the Uniform Commercial Code, as in effect in the State where the Mortgaged Property is located (the “**UCC**”), superior in lien to the lien granted to Secured Party;

(c) all awards or payments, including interest thereon, that may heretofore or hereafter be made with respect to the Premises or the Improvements, whether from the exercise of the right of eminent domain or condemnation (including any transfer made in lieu of or in anticipation of the exercise of such right), or for a change of grade, or for any other injury to or decrease in the value of the Premises or Improvements;

(d) all leases, subleases and other agreements or arrangements heretofore or hereafter entered into affecting the use, enjoyment or occupancy of, or the conduct of any activity upon or in, the Premises or the Improvements, including any extensions, renewals, modifications or amendments thereof (hereinafter collectively referred to as the “**Leases**”) and

all rents, rent equivalents, moneys payable as damages (including payments by reason of the rejection of a Lease in a filing of a petition under any state or federal bankruptcy or insolvency law or the liquidation of the Mortgaged Property or all or a major portion of its property) or in lieu of rent or rent equivalents, royalties (including all oil and gas or other mineral royalties and bonuses), income, fees, receivables, receipts, revenues, deposits (including security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, lease termination fees or payments, other payments in consideration of any modification or termination of any of the foregoing, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Debtor or its agents or employees from any and all sources arising from or attributable to the Premises and/or the Improvements, including all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of the Premises or the Improvements, or rendering of services by Debtor or any of its agents or employees, and proceeds, if any, from business interruption or other loss of income insurance (hereinafter collectively referred to as the “**Rents**”), together with all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt (as such term is defined in the Mortgage or Deed of Trust from Debtor to or for the benefit of Secured Party);

(e) all proceeds of and any unearned premiums on any insurance policies covering the Mortgaged Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Mortgaged Property;

(f) the right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Mortgaged Property and to commence any action or proceeding to protect the interest of Secured Party in the Mortgaged Property;

(g) all accounts (including reserve accounts), escrows, documents, instruments, chattel paper, claims, deposits and general intangibles, as the foregoing terms are defined in the UCC, and all franchises, trade names, trademarks, symbols, service marks, books, records, plans, specifications, designs, drawings, surveys, title insurance policies, permits, consents, licenses, management agreements, contract rights (including any contract with any architect or engineer or with any other provider of goods or services for or in connection with any construction, repair or other work upon the Mortgaged Property), approvals, actions, refunds of real estate taxes and assessments (and any other governmental impositions related to the Mortgaged Property) and causes of action that now or hereafter relate to, are derived from or are used in connection with the Mortgaged Property, or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon (hereinafter collectively referred to as the “**Intangibles**”); and

(h) all proceeds, products, offspring, rents and profits from any of the foregoing, including those from sale, exchange, transfer, collection, loss, damage, disposition, substitution, replacement, modification or termination of any of the foregoing.

Without limiting the generality of any of the foregoing, in the event that a case under Title 11 of the United States Code (the “**Bankruptcy Code**”) is commenced by or against

Debtor, pursuant to Section 552(b)(2) of the Bankruptcy Code, the security interest granted to Secured Party shall automatically extend to all Rents acquired by Debtor after the commencement of the case and shall constitute cash collateral under Section 363(a) of the Bankruptcy Code.

**EXHIBIT A TO
SCHEDULE OF COLLATERAL
BG VISTA OFFICE 8, L.C., AS DEBTOR,
ARGENTIC REAL ESTATE FINANCE LLC, AS SECURED PARTY**

LEGAL DESCRIPTION

PARCEL 1:

Lot 323, VISTA STATION OFFICE PARK AMENDED, according to the official plat thereof as recorded in the office of the Salt Lake County Recorder on December 2, 2016 as Entry No. 12425765 in Book 2016P at Page 305.

PARCEL 2:

Lots 108 and 109, DRAPER TOD SECOND AMENDMENT, according to the official plat thereof as recorded in the office of the Salt Lake County Recorder on January 26, 2015 as Entry No. 11982207 in Book 2015P at Page 14.

PARCEL 3:

A parcel of land, being an entire tract of property situate in the Northwest quarter of Section 36, Township 3 South, Range 1 West, Salt Lake Base and Meridian. The boundary of said parcel of land is described as follows:

Beginning at the Northeast corner of said entire tract, which point is 3595.34 feet North 00°12'13" West and 543.03 feet North 51°33'35" East and 86.63 feet North 20°02'25" West and 1431.10 feet North 51°21'45" East from the Southwest corner of said Section 36 and running thence along the Easterly boundary line of said entire tract the following five courses: South 01°50'18" East, 62.11 feet; thence South 88°11'00" West, 5.15 feet; thence South 01°49'00" East, 255.00 feet; thence North 88°11'00" East, 15.00 feet; thence South 01°49'00" East, 961.06 feet to the Southeasterly corner of said entire tract; thence along the Westerly line of said entire tract the following two courses: North 25°51'49" West, 82.36 feet; thence North 06°56'00" West, 1115.21 feet to the North line of said entire tract; thence North 51°21'45" East, 153.84 feet along said North line to the point of beginning.

Also being more particularly described by survey as follows:

A parcel of land situate in the Northwest quarter of Section 36, Township 3 South, Range 1 West, Salt Lake Base and Meridian, being more particularly described by survey as follows:

Beginning at a point on the Westerly right-of-way of UTA Frontrunner, said point being North 00°01'16" East 4,902.74 feet along the section line and South 89°58'39" East 1,519.21 feet from the Southwest quarter of Section 36, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 01°36'44" East 62.11 feet along said Westerly right-of-way; thence South 88°24'34" West 5.15 feet; thence South 01°35'26" East 255.00 feet; thence North 88°24'34" East 15.00 feet to a point on said Westerly right-of-way; thence South 01°35'26" East 961.06 feet along said Westerly right-of-way; thence North 25°38'15" West 82.36 feet; thence North 06°42'26" West 1,115.21 feet; thence North 51°35'19" East 153.83 feet to the point of beginning.

PARCEL 4:

A parcel of land, being an entire tract of property situate in the Northwest quarter of Section 36, Township 3 South, Range 1 West, Salt Lake Base and Meridian. The boundary of said parcel of land is described as follows:

Beginning at the Northeast corner of said entire tract, which point is 3595.34 feet North 00°12'13" West and 543.03 feet North 51°33'35" East and 86.63 feet North 20°02'25" West and 1431.10 feet North 51°21'45" East and South 01°50'18" East, 62.12 feet from the Southwest corner of said Section 36 and running thence along the Easterly boundary line of said entire tract the following three courses: South 01°50'30" East, 10.37 feet; thence South 09°37'33" East, 72.38 feet; thence South 01°49'00" East, 172.92 feet to the South line of said entire tract; thence South 88°11'00" West, 15.00 feet along said South line; thence North 01°49'00" West, 255.00 feet along the West line of said entire tract to the Northwest corner of said entire tract; thence North 88°11'00" East, 5.16 feet along said North line to the point of beginning.

Also being more particularly described by survey as follows:

A parcel of land situate in the Northwest quarter of Section 36, Township 3 South, Range 1 West, Salt Lake Base and Meridian, being more particularly described by survey as follows:

Beginning at a point on the Westerly right-of-way of UTA Frontrunner, said point being North 00°01'16" East 4,902.74 feet along the section line and South 89°58'40" East 1,519.21 feet and South 01°36'27" East 62.12 feet, from the Southwest quarter of Section 36, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 01°40'33" East 10.37 feet along said Westerly right-of-way; thence South 09°23'59" East 72.38 feet along said Westerly right-of-way; thence South 01°35'26" East 172.92 feet along said Westerly right-of-way; thence South 88°24'34" West 15.00 feet; thence North 01°35'26" West 255.00 feet; thence North 88°24'34" East 5.15 feet to the point of beginning.

PARCEL 5:

Reciprocal rights and easements as more specifically defined in that certain instrument entitled Covenants, Conditions and Restrictions recorded February 4, 2015 as Entry No. 11987390 in Book 10293 at Page 6891 of official records.