



13001069
 6/3/2019 11:22:00 AM \$40.00
 Book - 10787 Pg - 6201-6207
 RASHELLE HOBBS
 Recorder, Salt Lake County, UT
 FIRST AMERICAN NCS
 BY: eCASH, DEPUTY - EF 7 P.

UCC FINANCING STATEMENT
 FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Melissa McDaniels 405-230-1051
B. E-MAIL CONTACT AT FILER (optional) mmcdaniels@mccoy-orta.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <input type="checkbox"/> McCoy & Orta, P.C. Attn: Melissa McDaniels 100 N. Broadway, Suite 2600 Oklahoma City, Oklahoma 73102 APN: 27-25-401-002

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 OFI CAMPUS, LLC					
OR	1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 274 West 12300 South		CITY Draper	STATE UT	POSTAL CODE 84020	COUNTRY 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 Citi Real Estate Funding Inc.					
OR	3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 390 Greenwich Street, 7th Floor		CITY New York	STATE NY	POSTAL CODE 10013	COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:
See Schedule 1 attached hereto and incorporated herein.

FIRST AMERICAN TITLE #NCS-954192

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:
For filing in the real property records of Salt Lake County, 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

9a.	ORGANIZATION'S NAME	OFI CAMPUS, LLC		
OR				
9b.	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

10a.	ORGANIZATION'S NAME			
OR				
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)

11a.	ORGANIZATION'S NAME			
OR				
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):

<p>13. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)</p> <p>15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):</p>	<p>14. This FINANCING STATEMENT:</p> <p><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</p> <p>16. Description of real estate:</p> <p style="text-align: center;">See Exhibit A attached hereto and incorporated herein.</p>
<p>17. MISCELLANEOUS:</p>	

SCHEDULE 1
TO
UNIFORM COMMERCIAL CODE
FINANCING STATEMENT

This UCC-1 Financing Statement covers the following property, rights, interests and estates now owned, or hereafter acquired by **OFI CAMPUS, LLC**, a Delaware limited liability company (“**Debtor**”) (collectively, the “**Property**”):

(a) Land. The real property described in Exhibit A attached hereto and made a part hereof (collectively, the “Land”);

(b) Additional Land. All additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of the Security Instrument;

(c) Improvements. The buildings, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the “Improvements”);

(d) Easements and Other Rights. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, excess or unused zoning floor area development rights, abatements, zoning floor area bonuses, zoning incentives or awards, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, appurtenant to, relating or pertaining to the Land and the Improvements and/or otherwise owned by or available to Debtor, and the reversions and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, rights of dower, rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Land and the Improvements, and every part and parcel thereof, with the appurtenances thereto;

(e) Fixtures and Personal Property. All machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), furniture, software used in or to operate any of the foregoing and other property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements (collectively, the “Personal”);

Property”), and the right, title and interest of Debtor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located, and all proceeds and products of the above;

(f) Leases and Rents. All leases, subleases, subsubleases, lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which any person or entity is granted a possessory interest in, or right to use or occupy all or any portion of the Land and the Improvements, and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into, whether before or after the filing by or against Debtor of any petition for relief under any Creditors Rights Laws (collectively, the “**Leases**”) and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, 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 Property, 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 property or rendering of services by Debtor or Manager and proceeds, if any, from business interruption or other loss of income insurance whether paid or accruing before or after the filing by or against Debtor of any petition for relief under any Creditors Rights Laws (collectively, the “**Rents**”) and 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 secured by the Security Instrument;

(g) Insurance Proceeds. All insurance proceeds in respect of the Property under any insurance policies covering the 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 Property (collectively, the “**Insurance Proceeds**”);

(h) Condemnation Awards. All condemnation awards, including interest thereon, which may heretofore and hereafter be made with respect to the Property by reason of any taking or condemnation, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property (collectively, the “**Awards**”);

(i) Tax Certiorari. All refunds, rebates or credits in connection with a reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

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

(k) Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or any business or activity conducted on the Land and any part thereof and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, upon the happening of any default under the Security Instrument, to receive and collect any sums payable to Debtor thereunder;

(l) Intangibles. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

(m) Accounts. All reserves, escrows, securities accounts and deposit accounts maintained by Debtor with respect to the Property, including without limitation, the Accounts and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof (collectively, the "**Accounts**");

(n) Proceeds. All proceeds of any of the foregoing items set forth in subsections (a) through (m) including, without limitation, Insurance Proceeds and Awards, whether cash, liquidation claims (or other claims) or otherwise; and

(o) Other Rights. Any and all other rights of Debtor in and to the items set forth in subsections (a) through (n) above.

This UCC-1 Financing Statement is filed in connection with a certain Deed of Trust and Security Agreement (the "**Security Instrument**") dated on or about May 31, 2019, securing the principal sum \$12,250,000.00, given by Debtor to First American Title Insurance Company, as trustee, for the benefit of Citi Real Estate Funding Inc. (the "**Secured Party**"), covering the estate of Debtor in the Property.

EXHIBIT A
LEGAL DESCRIPTION

BEGINNING AT A POINT 32 9/13 RODS SOUTH FROM THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE MERIDIAN; AND RUNNING THENCE SOUTH 32 4/13 RODS; THENCE EAST 26 RODS; THENCE NORTH 32 4/13 RODS; THENCE WEST 26 RODS TO THE PLACE OF BEGINNING.

LESS AND EXCEPTING THEREFROM THAT PROPERTY CONVEYED IN WARRANTY DEED RECORDED JUNE 1, 1998, AS ENTRY NO. 6979534, IN BOOK 7993, AT PAGE 2447, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN FEE FOR THE WIDENING OF 12300 SOUTH STREET, BEING PART OF AN ENTIRE TRACT OF PROPERTY, SITUATE IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID ENTIRE TRACT OF PROPERTY (RECORDED AS ENTRY NO. 3627200, IN BOOK 5317, AT PAGE 1210, IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER), WHICH POINT IS SOUTH 539.42 FEET (164.415 METERS) AND SOUTH 498.14 FEET (151.833 METERS) FROM THE CENTER OF SAID SECTION 25; AND RUNNING THENCE NORTH 20.00 FEET (6.096 METERS) TO A POINT 53 FEET PERPENDICULARLY DISTANT NORTHERLY FROM THE MONUMENTED CENTERLINE OF 12300 SOUTH STREET; THENCE SOUTH 89°58'20" EAST 429.00 FEET (130.759 METERS) ALONG A LINE PARALLEL WITH SAID CENTERLINE TO THE EASTERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE SOUTH 20.00 FEET (6.096 METERS) TO THE SOUTHEAST CORNER OF SAID ENTIRE TRACT; THENCE NORTH 89°58'20" WEST 429.00 FEET (130.759 METERS) TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING ANY PORTION LYING WITHIN 12300 SOUTH STREET.

AS SURVEYED DESCRIPTION:

Lot 1

A parcel of land located in the Southwest Quarter of Section 25, Township 3 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows.

Beginning at a point being South 0°30'06" East 567.86 feet along the Section line and North 89°29'54" East 2640.05 feet from the West Quarter Corner of Section 25, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running;

thence North 89°51'32" East 227.11 feet;
thence South 0°00'04" East 79.50 feet;
thence South 89°51'32" West 25.40 feet;
thence South 0°08'28" East 131.78 feet;

thence North 89°59'56" East 155.64 feet;
thence South 0°07'27" West 261.80 feet to the north line of 12300 South Street;
thence North 89°58'52" West 356.06 feet along the north line of said 12300 South Street;
thence North 0°07'34" West 472.47 feet to the point of beginning.

Contains 137,901 square feet. 3.166 acres.

Lot 2

A parcel of land located in the Southwest Quarter of Section 25, Township 3 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows.

Beginning at a point being South 0°30'06" East 567.86 feet along the Section line and North 89°29'54" East 2640.05 feet and North 89°51'32" East 227.11 feet from the West Quarter Corner of Section 25, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running;

thence North 89°51'32" East 204.02 feet to the west line of Lone Peak Business Park Lot 3 Amended;
thence South 0°07'27" West 473.67 feet along the said west line of Lone Peak Business Park Lot 3 Amended to the north line of 12300 South Street;
thence North 89°58'52" West 73.00 feet along the north line of said 12300 South Street;
thence North 0°07'27" East 261.80 feet;
thence South 89°59'56" West 155.64 feet;
thence North 0°08'28" West 131.78 feet;
thence North 89°51'32" East 25.40 feet;
thence North 0°00'04" West 79.50 feet to the point of beginning.

Contains 65,563 square feet. 1.505 acres.