

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

5-12-138

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Alan Spriggs, Summit County Utah Recorder

06/06/2012 02:00:23 PM Fee \$22.00

By Founders Title Company - Syracuse

Electronically Recorded

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Patrick F. Brown, Esq.
Nexsen Pruet, PLLC
The Carillon Building
227 West Trade Street, Suite 1550
Charlotte, NC 28202

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
Weitenmann School of Discovery

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
4199 West Kilby Road Park City UT 84098 USA

1d. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any
Do Not Provide LLC Utah 6953575-0140 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. TAX ID #: SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any
Do Not Provide 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
AgCredit, ACA, for itself and as agent/nominee of AgCredit, FLCA

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
610 W. Lytle Street Fosteria OH 44830 USA

4. This FINANCING STATEMENT covers the following collateral:

See Exhibit A attached hereto and incorporated herein by reference.

20-38-C-1

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOB 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) (Additional Fee) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA
Summit County, Utah

Exhibit A

Description of Personal Property

All of Weilenmann School of Discovery's (referred to as "Debtor") right, title and interest in and to all assets of Debtor (including but not limited to the following property (collectively referred to as the "Collateral")):

(a) All accounts, accounts receivable, contract rights, chattel paper and instruments, and all other rights of Debtor to the payment of money of every nature, type and description, whether now owing to Debtor or hereafter arising, and all monies and other proceeds (cash and non-cash), including, without limitation, the following: all accounts, accounts receivable, book debts, instruments and chattel paper, books of account, computer storage media, ledger books and records of Debtor, deposit account balances, notes, drafts, acceptances, rents, payments under leases or sales of equipment or inventory and other forms of obligations now or hereafter received by or belonging or owing to Debtor for goods sold or leases and/or services rendered by it, and all of Debtor's rights in, to and under all purchase orders, instruments and other documents now or hereafter received by it evidencing obligations for and representing payment for goods sold or leases and/or services rendered, and all monies due or to become due to Debtor under all contracts for the sale or lease of goods and/or the performance of services by it, now in existence or hereafter arising, including, without limitation, the right to receive the proceeds of said purchase orders and contracts; all contracts, leases, instruments, undertakings, documents or other agreements in or under which Debtor may now or hereafter have any right, title or interest; all customer lists, tax refunds due Debtor from any governmental agency and any and all proceeds of any of the above and any and all replacements of or accessions to and property similar to the foregoing;

(b) All inventory now owned or hereafter acquired by Debtor, of every nature, type and description, wherever located, including, without limitation, all of Debtor's goods or personal property held for lease or sale or being processed for lease or sale, all raw materials, work in progress, finished goods, packaging materials, and all other materials or supplies used or consumed or to be used or consumed in Debtor's business or in the processing, packaging or shipping of the same, and any and all instruments, documents, property, books and records, computer storage media and ledger books arising out of or related in any way to any of the foregoing;

(c) All rights of the Debtor as an unpaid vendor or lienor (including, without limitation, stoppage in transit, replevin and reclamation) with respect to any inventory or other related properties of the Debtor;

(d) All books, records, files, computer programs, computer software and hardware, data processing records and correspondence in any way related to any of the Collateral;

(e) All materials, reserves, deferred payments, deposits or advance payment for materials, undisbursed loan proceeds, or refunds for overpayment relating to any of the Debtor's accounts or inventory;

(f) Any and all accounts and funds under the Indenture (as defined in the Servicing Agreement) to secure the Bonds issued thereunder and all cash, money, investments or instruments held therein;

(g) Any and all of Debtor's goods held as equipment, including, without limitation, all machinery, tools, dies, furnishings, or fixtures, wherever located, whether now owned or hereafter acquired, and any computer programs embedded in such equipment and any supporting information provided in connection with a transaction relating to the computer program if the program is associated with the equipment in a manner that it customarily is considered part of the equipment, or by becoming the owner of the equipment, a person acquires a right to use the program in connection with the equipment, together with all increases, parts, fittings, accessories, equipment, and special tools now or hereafter affixed to any part thereof or used in connection therewith;

(h) Any and all fixtures (as defined in the UCC), whether now existing or hereafter acquired which are or will become fixtures on the real property identified on Exhibit B attached hereto ("Real Property");

(i) Any and all of Debtor's rights and interests in instruments and/or documents (as such terms are defined in the UCC), whether now owned or hereafter acquired, including, without limitation, negotiable instruments, promissory notes (as defined in the UCC), documents of title owned or to be owned by Debtor, and all liens, security agreements, leases, and other contracts securing or otherwise relating to any of said instruments or documents;

(j) All of Debtor's rights and interests in the Trust Estate under the Indenture and all rights and interest in the Bond Fund, Cost of Issuance and School Acquisition Fund, Reserve Fund and Revenue Fund, each as defined in the Indenture and subject to the lien of the Bond Trustee under the Indenture;

(k) Any and all of Debtor's rights and interests in chattel paper, electronic chattel paper, and tangible chattel paper (as such terms are defined in the UCC), including security interests in software and license of software used in specific goods and leases of specific goods and license of software used in the goods;

(l) Any and all of Debtor's rights and interests in and to payment or performance under a letter of credit, whether or not the beneficiary has demanded or is at the time entitled to demand payment or performance;

(m) Any and all of Debtor's rights and interests in and to a letter-of-credit right or secondary obligation that supports the payment or performance of an account, chattel paper, a document, a general intangible, or an instrument (as such terms are defined in the UCC);

(n) Any and all of Debtor's general intangible property, including payment intangibles (as defined in the UCC), whether now owned or hereafter acquired by Debtor or used in Debtor's business currently or hereafter, including, without limitation, all patents, trademarks, service marks, trade secrets, copyrights and exclusive licenses (whether issued or pending), literary rights, contract rights and all documents, applications, materials and other matters related thereto, all inventions, all manufacturing, engineering and production plans, drawings, specifications, processes and systems, all trade names, goodwill and all chattel paper, documents, and instruments relating to such general intangibles;

(o) All Revenues of Debtor from whatever source, including but not limited to, all pledges and contributions (subject in each case to any restrictions on the use thereof from the contributing party). "Revenues" refers to all revenues, income, receipts and money received in any period by or on behalf of Debtor (other than the proceeds of any permitted borrowing, and other than interest earned on such proceeds if and to the extent such interest is required to be excluded by the terms of the borrowing), including but without limiting the generality of the foregoing, all (a) tuition payments, fees and other revenues derived from the operations of Weilenmann School of Discovery in Park City, Utah (and any other school facilities) (the "School"), (b) payments made by the State of Utah or any political subdivision or agency thereof to or for the benefit of Debtor or the School and the right to receive all such payments, (c) gifts, grants, bequests, donations and contributions to Debtor for the School exclusive of any gifts, grants, bequests, donations and contributions to the extent specifically restricted by the donor to a particular purpose inconsistent with their use for payment under this Indenture, (d) proceeds derived from (i) insurance maintained with respect to the School, except to the extent the use thereof is otherwise required by this Indenture, and (ii) condemnation awards relating to the School or sales under a reasonably apprehended threat of condemnation of the School, except to the extent the use thereof is otherwise required by this Indenture, (e) accounts and accounts receivable relating to or derived from operations of the School, (f) securities and other investments owned by Issuer either directly or indirectly, (g) inventory and other tangible and intangible property, (h) rental, lease or licensing payments relating to the use of the School, (i) payments for the naming rights for the School and all components thereof, (j) fees, rents and other payments received relating to the provision of concessions and the sale of food, beverages and merchandise at the School or relating thereto or relating to any events at the School, (k) funds received or due under any contract rights and other rights and assets now or hereafter owned, held or possessed by or on behalf of Debtor, (l) all payments, receipts, claims or other payments relating to the operations of the School, (m) federal, state, local, county or city funds received for the School, (n) the right to receive all funds held in escrow for the completion of repairs on the School established in connection with the sale of the School to Issuer, and any revenues and income of any kind or from any source not otherwise listed above, (o) all income earned from the investment of all moneys held from time to time in each fund and account established under the Indenture (but only to secure the Bonds issued pursuant to the Indenture) and (p) any revenues and income of any kind or from any source not otherwise listed above;

(p) All rights in and to all crops, livestock, timber and agricultural products of any nature or kind;

(q) All deposit accounts and bank accounts in all financial institutions and all funds on deposit in such accounts from time to time;

(r) Any and all products and proceeds of any of the foregoing (including, but not limited to, any claims to any items referred to in this definition, and any claims of the Debtor against third parties for loss of, damage to or destruction of any or all of the collateral or for proceeds payable under, or unearned premiums with respect to, policies of insurance) in whatever form, including, but not limited to, cash, negotiable instruments and other instruments for the payment of money, chattel paper, security agreements and other documents and the proceeds of such proceeds.

All terms used herein which are defined in the Uniform Commercial Code of the State of Utah, as amended from time to time (the "UCC"), shall have the meaning assigned to them in the UCC.

EXHIBIT **B**

REAL PROPERTY DESCRIPTION

Beginning at the East quarter corner of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian; thence North 00°04'11" West along the East line of Lot 2 a distance of 1134.85 feet; thence South 61°16'46" West 625.69 feet; thence North 00°04'11" West 15.4 feet; thence South 46°43'36" West 181.53 feet; thence North 18°21'11" West 157.78 feet to the True Point of Beginning; thence South 56°37'40" West 386.86 feet; thence South 02°12'48" East 305.16 feet; thence South 42°54'58" West 248.60 feet; thence North 42°19'31" West 410.84 feet; thence North 10°00'00" East 142.17 feet; thence North 70°00'00" West 394.47 feet; thence North 48°26'49" East 79.94 feet to the intersection with the Southeasterly right of way line of the Interstate 80 Frontage Road, said right of way line also being the Southeasterly line of that tract of land as described in Warranty Deed to the State Road Commission of Utah, recorded July 25, 1972 as Entry No. 116412 in Book M39, Pages 586 and 587, in the office of the recorder of Summit County, Utah, the following five courses being along said right of way line: (1) thence North 61°36'00" East 96.33 feet to a point on a tangent 3779.72 foot radius curve concave Southeasterly (the radius point bears South 28°24'00" East 3779.72 feet of which the central angle is 05°00'00"); (2) thence Northeasterly along the arc of said curve a distance of 329.84 feet; (3) thence North 66°36'00" East 10.66 feet to a point on a tangent 3859.72 foot radius curve concave Northwesterly (the center bears North 23°24'00" West 3859.72 feet of which the central angle is 05°00'00"); (4) thence Northeasterly along the arc of said curve a distance of 336.82 feet; (5) thence North 61°36'00" East 231.76 feet to the intersection with the Westerly line of a tract of land as described in a Quit Claim Deed to Judith L. Maedel, recorded May 18, 1981 as Entry No. 179621 in Book M187, Page 501, in said Recorder's office, the following course being along the Westerly line of said tract; thence South 18°21'11" East 414.26 feet to the place of beginning.

The following is shown for informational purposes only: Tax Parcel No. PP-38-C-1.