



W3039524

E# 3039524 PG 1 OF 5
Leann H. Kilts, WEBER COUNTY RECORDER
06-Mar-20 0119 PM FEE \$40.00 DEP PC
REC FOR: COTTONWOOD TITLE INSURANCE AGENCY
ELECTRONICALLY RECORDED

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Kyle R. Blackmer, 303-575-7548
B. E-MAIL CONTACT AT FILER (optional) kblackmer@ottenjohnson.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Otten, Johnson, Robinson, Neff & Ragonetti, P.C. 950 17 th Street, Suite 1600 Denver, Colorado 80202 Attn: Kyle R. Blackmer

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)

OR	1a. ORGANIZATION'S NAME Weber School Development, LLC	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
	1b. INDIVIDUAL'S SURNAME			
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
290 N. Flint Street, Suite A	Kaysville	UT	84037	U.S.A.

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 2b blank, check here and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	2a. ORGANIZATION'S NAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
	2b. INDIVIDUAL'S SURNAME			
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)

OR	3a. ORGANIZATION'S NAME Zions Bancorporation, N.A. dba Vectra Bank Colorado	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
	3b. INDIVIDUAL'S SURNAME			
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
2000 South Colorado Boulevard, Suite 2-1200	Denver	CO	80222	U.S.A.

4. COLLATERAL: This financing statement covers the following collateral:

See Exhibit A attached hereto and made a part hereof.

29-467-0006

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 <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> a Debtor is a Transmitting Utility	6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC filing
--	--

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

OPTIONAL FILER REFERENCE DATA

Record in Weber 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	
	Weber School Development, 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 style="margin-left: 20px;">Debtor is record owner of the real estate described in <u>Exhibit A</u> attached hereto</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="margin-left: 20px;">See <u>Exhibit A</u> attached hereto and made a part hereof.</p>
---	---

17. MISCELLANEOUS

Debtor: Weber School Development, LLC
Secured Party: Zions Bancorporation, N.A. dba Vectra Bank Colorado

E# 3039524 PG 3 OF 5

**EXHIBIT A
TO
UCC FINANCING STATEMENT**

(Collateral)

A. The tract or tracts of land described in Exhibit B attached hereto, together with the following (referred to herein as the "Real Property").

B. All tenements hereditaments, licenses, easements, gores of Real Property, streets, ways, alleys, passages, sewer rights, and rights of way appurtenant thereto.

C. All buildings, structures, improvements, fixtures, appliances, machinery, equipment, goods, and other articles of real or personal property of every kind and nature (other than consumable goods), whether or not physically attached or affixed to the Real Property and now or hereafter installed or placed thereon, and used in connection with any existing or future operation thereof (including, but not limited to, all apparatus and equipment used to provide or supply air-cooling, air-conditioning, heat, gas, water, light, power, laundry, garbage disposal, fire prevention and extinguishing equipment, elevators, antennas, pool equipment, window coverings, floor coverings, ranges, ovens, dishwashers, and water heaters), it being intended and agreed that such items be conclusively deemed to be affixed to and to be part of the Real Property that is conveyed hereby (all of the herein above described property called the "Improvements").

D. All water, water courses and water rights (whether or not appurtenant) and shares of stock pertaining to such water or water rights, ownership of which affects the Real Property.

E. All shrubs, trees, crops, and plants.

F. All adjacent land included in enclosures or occupied by buildings located partly on the Real Property.

G. Subject to the terms of that certain Loan Agreement, dated on or about the recording date hereof, by and among Debtor, Secured Party, and Guarantors (as defined therein) (as amended, restated or supplemented from time to time, the "**Loan Agreement**"), on all claims, demands and causes of action of every kind (including proceeds of settlements of any such claim, demand, or cause of action of any kind) which Debtor now has or may hereafter acquire arising out of acquisition or ownership of the Real Property, including insurance proceeds of any kind whatsoever ((whether or not from insurance specifically required by the Loan Documents (as defined in the Loan Agreement)), and any award of damages or compensation for injury to or in connection with any condemnation for public use of the Real Property or any part thereof (whether or not eminent domain proceedings have been instituted), subject however to the right, power and authority given to and conferred upon Secured Party, it being agreed, however, that Trustee under the Deed of Trust (as defined in the Loan Agreement) shall have no duty to prosecute any such claim, demand or cause of action.

H. All plans and specifications prepared for construction of any Improvements, and all contracts and agreements of Debtor relating to such plans and specifications or to the construction

Debtor: Weber School Development, LLC

E# 3039524 PG 4 OF 5

Secured Party: Zions Bancorporation, N.A. dba Vectra Bank Colorado

of the Improvements, provided that nothing herein shall be deemed to be an assumption by Secured Party of any obligation of Debtor with respect to such plans and specifications or such construction or under any agreement relating thereto, nor shall Secured Party otherwise incur any liability with respect thereto unless and until Secured Party, in its sole and absolute discretion, shall hereafter expressly agree in writing.

I. All sales agreements, deposits, escrow agreements, and other documents and agreements entered into by Debtor with respect to the sale of all or any part of the Real Property or any interest therein.

J. All accounts, deposit accounts, instruments, chattel paper, documents, letters of credit, letter of credit rights, supporting obligations, permits, governmental approvals and entitlements, licenses, management contracts, and other contracts and agreements in which Debtor now has or may hereafter have an interest arising out of, or relating to, the acquisition, development, ownership, management or use of the Real Property (but without Secured Party assuming or incurring any obligation or liability of Debtor arising thereunder or relating thereto), including, without limitation, the Escrow Account and Lease Account (each as defined in the Loan Agreement), and all general intangibles arising out of or relating to the acquisition, development, ownership, management or use of the Real Property, including all software and names by which the Improvements or other property associated therewith may at any time be known or operated and all rights to carry on business under such names or any variant thereof and all trademarks and goodwill in any way relating to the Improvements or such other property.

K. All additions, substitutions and proceeds (cash and noncash) of the foregoing, including, without limitation, the State Payments (as defined in the Loan Agreement).

L. All of the estate, right, title, and interest of Debtor, both at law and in equity, therein and thereto, to secure the performance by Debtor of the covenants, conditions and agreements to be performed by Debtor thereunder, and any option to purchase any greater interest than Debtor now owns; and any and all other further or additional title, estate, interest or right which may at any time be acquired by Debtor in or to the Real Property, Debtor hereby agreeing that if Debtor shall, at any time prior to payment in full of all Secured Indebtedness, acquire any other or greater estate than Debtor now owns in the Real Property, then, and in that event, the lien of this Deed of Trust shall automatically, and without the need for further action by any party hereto, attach, extend to, cover and be a lien upon such greater estate, and Debtor will promptly execute, acknowledge and deliver such instruments as Secured Party may reasonably require to accomplish such result.

M. All profits, royalties, tolls, earnings, income and other benefits therefrom and installments of money payable pursuant to any agreement for sale of the Real Property or any part thereof or interest therein and any release, termination or "buy-out" consideration now or hereafter payable to Debtor with respect to any lease, rental, tenancy, occupancy or other agreement.

N. All right, title, and interest of Debtor in and to any and all leases and rental, tenancy and occupancy agreements now or hereafter on or affecting the Real Property or the Improvements and all books and records pertaining thereto, together with all rents, issues, profits, security deposits, royalties, tolls, earnings, income and other benefits payable thereunder, subject however to the right, power and authority given to and conferred upon Secured Party and Debtor herein.

Debtor: Weber School Development, LLC
Secured Party: Zions Bancorporation, N.A. dba Vectra Bank Colorado

E# 3039524 PG 5 OF 5

**EXHIBIT B
TO
UCC FINANCING STATEMENT**

(Real Property)

A part of the Northeast quarter of Section 16, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, Roy City, Weber County, Utah.

Beginning at a point on the South right-of-way line of 4800 South Street, said point being 206.89 feet North 89°38'53" West along the section line and 40.00 feet South 00°21'07" West from the Northeast corner of said Section 16; thence South 00°18'08" West 187.50 feet; thence South 89°38'53" East 157.00 feet to the West right-of-way line of 3500 West Street (SR-108); thence five (5) courses along said West line as follows: (1) South 00°18'12" West (South 00°18'08" West record) 89.50 feet; (2) North 89°38'53" West 5.00 feet; (3) South 00°18'12" West 109.04 feet; (4) South 89°41'52" East 22.00 feet; and (5) South 00°18'12" West 80.72 feet; thence North 89°41'52" West 758.52 feet to the Easterly right-of-way line of Midland Drive; thence three (3) courses along said Easterly line as follows: (1) North 43°44'58" East 414.56 feet to a point of curvature; (2) 176.68 feet Northerly along the arc of a 233.00 foot radius curve to the left through a Delta Angle of 43°26'50", and long chord of North 22°01'33" East 172.48 feet; and (3) North 00°18'08" East 5.90 feet to said South line of 4800 South Street; thence South 89°38'53" East 235.60 feet along said South line to the point of beginning.

LESS AND EXCEPTING THE FOLLOWING:

A part of the Northeast quarter of Section 16, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, Roy City, Weber County, Utah.

Beginning at a point on the West right-of-way line of 3500 West Street as it exists at a 50.00 foot half-width, being 227.46 feet South 00°18'12" West along the section line and 50.00 feet North 89°41'48" West from the Northeast corner of said Section 16; thence South 00°18'12" West 89.50 feet; thence North 89°38'53" West 5.00 feet; thence North 00°18'12" East 89.50 feet; thence South 89°38'53" East 5.00 feet to the point of beginning.

ALSO LESS AND EXCEPTING THE FOLLOWING:

Beginning at a point on the West right-of-way line of 3500 West Street as it exists at a 33.00 foot half-width, being 426.00 feet South 00°18'12" West along the section line and 33.00 feet North 89°41'48" West from the Northeast corner of said Section 16; thence South 00°18'12" West 80.72 feet; thence North 89°41'52" West 22.00 feet; thence North 00°18'12" East 80.72 feet; thence South 89°41'52" East 22.00 feet to the point of beginning.