

UCC FINANCING STATEMENT
 FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Madison L. Silvey (314) 231-3332
B. E-MAIL CONTACT AT FILER (optional) msilvey@sandbergphoenix.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div style="border: 1px solid black; padding: 5px;"> Sandberg Phoenix & von Gontard PC 600 Washington Ave, 15th Floor St. Louis, MO 63101 Attn: Madison L. Silvey MNT 894109 21-25-174-034 </div>

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 D MIDVALE, LLC				
OR	1b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 8762 PRESTON TRACE BOULEVARD				
	CITY FRISCO	STATE TX	POSTAL CODE 75033	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 GREENLAKE REAL ESTATE FINANCE LLC				
OR	3b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS 1416 EL CENTRO STREET, SUITE 200				
	CITY SOUTH PASADENA	STATE CA	POSTAL CODE 91030	COUNTRY USA

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

See Exhibit A attached hereto and incorporated herein by this reference.

5. Check <u>only</u> if applicable and check <u>only</u> one box. Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> 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): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licenser				

8. OPTIONAL FILER REFERENCE DATA:
14009-00080 - Motel6UT - D Midvale, LLC (Record - Salt Lake County, UT)

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

D MIDVALE, 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):

See Exhibit A attached hereto and incorporated herein by this reference.

13. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

covers timber to be cut

covers as-extracted collateral

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:

See Exhibit B attached hereto and incorporated herein by this reference.

17. MISCELLANEOUS:

14009-00080 - Motel6UT - D Midvale, LLC (Record - Salt Lake County, UT)

EXHIBIT A
COLLATERAL DESCRIPTION

DEBTOR: D MIDVALE, LLC, a Utah limited liability company

SECURED PARTY: GREENLAKE REAL ESTATE FINANCE LLC, a California limited liability company

All of Debtor's right, title, and interest, whether now owned or hereinafter acquired, in and to the following:

(1) the fee interest in the real property described in **Exhibit B** attached hereto and incorporated herein by this reference, together with any greater estate therein as hereafter may be acquired by Debtor (the "**Land**") together with all current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights-of-way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses, and appurtenances related to or benefiting the Premises, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated and all timber, oil, gas, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and estates in, under and on the Premises and other oil, gas and mineral interests with which any of the foregoing interests or estates are pooled or unitized;

(2) all improvements now owned or hereafter acquired by Debtor, now or at any time situated, placed or constructed upon the Land (the "**Improvements**"; the Land and Improvements are collectively referred to as the "**Premises**");

(3) all personal property of any kind including without limitation materials, supplies, equipment, 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 without limitation machinery, equipment, engines, boilers, incinerators, and installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air, or light; antennas, cable, wiring, and conduits used in connection with radio, television, security, fire prevention, or fire detection, or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers, and other appliances; light fixtures, awnings, storm windows, and storm doors; pictures, screens, blinds, shades, curtains, and curtain rods; mirrors, cabinets, paneling, rugs, and floor and wall coverings; fences, trees, and plants; swimming pools; (the "**Fixtures**");

(4) all tangible and intangible personal property which is used now or in the future in connection with the ownership, management, or operation of the Premises or are located on the Premises and all goods, accounts, general intangibles, instruments, documents, chattel paper, accounts receivable and all other tangible or intangible personal property of any kind or character, including such items of personal property as defined in the UCC (defined below), now owned or hereafter acquired by Debtor and now or hereafter placed upon, used in connection with, arising from or otherwise related to the Premises including without limitation, inventories, tools, books and records, websites, URLs, blogs, all intellectual property (including without limitation, patents, trademarks, service marks and trade secrets) and social network pages, permits, licenses operating agreements, surveys, plans and specifications (the "**Personalty**");

(5) all earnings, inventory, accounts, cash receipts, deposit accounts, accounts receivable, credit card receivables, payment intangibles, chattel paper (whether electronic or tangible), instruments, documents, promissory notes, royalties, issues, and profits from the Premises, the Fixtures, the Personal Property, or any other part of the Premises and all reserves, escrows or impounds required under the Promissory Note all deposits placed by Debtor with any utility or service provider to the Premises (the "**Income**");

(6) all leases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect) which grant to any Person a possessory interest in, or the right to use, all or any part of the Premises, together with all related security and other deposits all Lease guaranties, letters of credit and any other supporting obligation for any of the Leases given in connection with any of the Leases (the "Leases");

(7) all of the rents, revenues, royalties, income, proceeds, profits, receivables and other benefits paid or payable by to Debtor for using, leasing, licensing possessing, operating from, residing in, selling or otherwise enjoying the Premises or any other assets owned by Debtor (the "Rents");

(8) all contracts, options or other agreements, including without limitation construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, management agreements, service contracts, listing agreements, guaranties, warranties, permits, licenses, certificates and entitlements in any way relating to the construction, use, occupancy, operation, maintenance, enjoyment or ownership of the Premises (the "Property Agreements");

(9) all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances appertaining to the foregoing;

(10) all property tax refunds or rebates (the "Tax Refunds");

(11) all insurance policies, unearned premiums therefor and proceeds from such policies covering any of the above property now or hereafter acquired by Debtor (the "Insurance");

(12) all awards, payments, and other compensation made or to be made by any municipal, state or federal authority with respect to the Premises, the Fixtures, the Personal Property, or any other part of the Premises, including any awards or settlements resulting from any action or proceeding, however characterized or named, relating to any condemnation or other taking, or conveyance in lieu thereof, of all or any part of the Premises, whether direct or indirect, any damage to the Premises caused by governmental action that does not result in a Condemnation Action, or the total or partial taking of the Premises, the Fixtures, the Personal Property, or any other part of the Premises under the power of eminent domain or otherwise and including any conveyance in lieu thereof (the "Condemnation Awards");

(13) the Tax Impound (as defined in the Promissory Note) and any other deposits held by the Secured Party (the "Imposition Deposits") to pay when due (a) any water and sewer charges which, if not paid, may result in a lien on all or any part of the Premises, (b) the premiums for fire and other casualty insurance, liability insurance, rent loss insurance, and such other insurance as Secured Party may require, (c) taxes, assessments, vault rentals, and other charges, if any, general, special, or otherwise, including assessments for schools, public betterments and general or local improvements, which are levied, assessed or imposed by any public authority or quasi-public authority, and which, if not paid, will become a lien on the Premises and (d) amounts for other charges and expenses which Secured Party at any time reasonably deems necessary to protect the Premises, to prevent the imposition of liens on the Premises or otherwise to protect Secured Party's interests, all as reasonably determined from time to time by Secured Party;

(14) all right, title, and interest in and to trademarks that are registered or the subject of pending applications for registration in the United States Patent and Trademark Office, and the applications and registrations thereof, together with the goodwill of the business connected with the use of and symbolized by the trademarks, and all proceeds thereof, including, without limitation, any and all causes of action for infringement thereof and any and all royalties for any licenses thereof; and

(15) all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof (the "Proceeds").

EXHIBIT B
COLLATERAL DESCRIPTION

Beginning at a point which is South 1710.00 feet and West 154.105 feet from the North quarter corner of Section 25, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 235.90 feet; thence West 502.99 feet to the Easterly line of Catalpa Street; thence North 25°52'14" East 61.88 feet along the Easterly line of said street to a point of tangency with a 2601.80 foot radius curve to the left; thence along the arc of said curve 196.87 feet (chord bears North 23°42'17" East 196.83 feet); thence East 396.86 feet to the point of beginning.

Less and Excepting therefrom any portion thereof included within the I-15 Reconstruction project as set forth in that certain order of occupancy, Case No. 970902559 CD, recorded June 5, 1997, as Entry no. 6662719, Book 7684, Page 673, Official Records of Salt Lake County, in the State of Utah