



W3210873

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

E# 3210873 PG 1 OF 5
Leann H. Kilts, WEBER COUNTY RECORDER
14-Jan-22 1227 PM FEE \$40.00 DEP TH
REC FOR: METRO NATIONAL TITLE
ELECTRONICALLY RECORDED

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)

Sandberg Phoenix & von Gontard PC
600 Washington Ave, 15th Floor
St. Louis, MO 63101
Attn: Madison L. Silvey

MKT 89471 DB-103-0258

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 OGDEN HOTEL, 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
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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
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4. COLLATERAL: This financing statement covers the following collateral:

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

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:
14009-00080 - Motel6UT - D Ogden Hotel, LLC (Record - Weber 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

OR	9a. ORGANIZATION'S NAME	D OGDEN HOTEL, LLC		
	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

OR	10a. ORGANIZATION'S NAME				
	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)

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

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

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

<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: <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: See Exhibit B attached hereto and incorporated herein by this reference.</p>
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17. MISCELLANEOUS:
14009-00080 - Motel6UT - D Ogdén Hotel, LLC (Record - Weber County, UT)

EXHIBIT A
COLLATERAL DESCRIPTION

DEBTOR: D OGDEN HOTEL, 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

Parcel 1:

Beginning at a point on the West right of way line of 1500 West Street, said point being South 0°16'00" West 942.60 feet along the North-South quarter Section line and North 87°35'00" West 3.95 feet from the North quarter corner of Section 13, Township 5 North, Range 2 West, Salt Lake Base and Meridian; said point being the South line of property conveyed to Allen G. Nel and Colonel Doner by Warranty Deed recorded in Book 1354, at Page 253, of Official Records; and running thence North 87°35'00" West 495.91 feet along said South line; thence South 3°02'10" West 406.26 feet to the South line of said Northeast quarter of the Northwest quarter; thence North 89°37'13" East 408.06 feet along the South line of said Northeast quarter of the Northwest quarter to the Westerly line of David Grow et al property; thence North 19°25'34" East 338.82 feet to the East line of said Northwest quarter; thence North 0°16'00" East 52.60 feet along said East line of a point on the West right of way line of 1500 West Street, said point also being on a 1687.02 foot radius curve to the right (radius point bears North 71°45'48" East); thence Northerly along said curve and said right of way line 12.57 feet to the point of beginning.

Parcel 1A:

Together with the following described right of way as shown in that certain Special Warranty Deed recorded May 12, 1988, as Entry No. 1046187, in Book 1539, at Page 1205, of Official Records described as follows:

A part of the Northeast quarter of Section 13, Township 5 North, Range 2 West, Salt Lake Base and Meridian described as follows: Beginning at a point South 0°16'00" West 954.39 feet (962.40 feet Deed) along the North-South quarter Section line from the North quarter corner of Section 13, Township 5 North, Range 2 West, Salt Lake Base and Meridian, said point also being on the Westerly right of way line of 1500 West Street; and running thence South 22°34'00" East along said right of way line 43.50 feet; thence South 77°13'25" West 17.32 feet to the East line of the Northwest quarter of said Section 13; thence North 0°16'00" East along said East line 44.00 feet to the point of beginning