

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Mitchell C. Fogel, Esq. 561-393-9111</b>
B. E-MAIL CONTACT AT FILER (optional) <b>mitch@fogellawgroup.com</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address)  <div style="border: 1px solid black; padding: 5px; width: fit-content;"> <b>Fogel Law Group</b>  <b>2500 N. Military Trail, Suite 200</b>  <b>Boca Raton, FL 33431</b>   TAX ID: 12-630-0001  MNT 74135 </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 <b>Weber Valley Holdings, LLC</b>				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS <b>426 W. 3950 N.</b>		CITY <b>Pleasant View</b>	STATE <b>UT</b>	POSTAL CODE <b>84414</b>
			COUNTRY <b>USA</b>	

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 <b>Stone Bank</b>				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS <b>802 E. Main Street</b>		CITY <b>Mountain View</b>	STATE <b>AR</b>	POSTAL CODE <b>72560</b>
			COUNTRY <b>USA</b>	

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

**See composite Exhibit "A" and Exhibit "B" attached hereto and made a part hereof.**

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/Licenser

8. OPTIONAL FILER REFERENCE DATA:

**SBA Loan #63771182-03**

**Exhibit "A"**

**PROPERTY**

**Parcel 1:**

**Lot 1, Plaza 700 Commercial Subdivision, according to the official plat thereof on file and of record in the office of the Davis County Recorder.**

**Parcel 1A:**

**Together with a 24.00 foot right-of-way for transport and delivery vehicles only as created by that certain Grant of Easement dated April 16, 2013 and recorded April 17, 2013 as Entry No. 2733946 in Book 5750 at Page 370 by and between McMillan Land Company, a Nevada Corporation, E&K Enterprises, LLC, a Utah limited liability company and Brighton Bank, the centerline of which is described as follows:**

**Beginning at a point on the South line of widened 700 South Street, Clearfield, Utah, said point being South 89°47'01" East along the Section line 100.00 feet (record East 100 feet) and South 0°09'18" West 25.60 feet (record South 25.6 feet) and South 79°13'01" East 40.40 feet (record South 79°26'00" East) from the Northwest corner of the Northeast Quarter of Section 12, Township 4 North, Range 2 West, Salt Lake Base and Meridian and running thence South 00°09'18" West 152.00 feet more or less to a point which is North 00°09'18" East 12.00 feet from the Northwest corner of Lot 1, Plaza 700 Commercial Subdivision, according to the official plat thereof on file and of record in the office of the Davis County Recorder; thence South 89°50'42" East 51.45 feet to end.**

Exhibit "B"

RIDER TO FINANCING STATEMENT

This Financing Statement covers the following types and items of property ("Collateral"):

I. All personal property rights of any kind whatsoever, whether tangible or intangible, described in that certain Deed of Trust, Security Agreement and Assignment of Leases and Rents of even date herewith from the Debtor (as Trustor), as identified hereinabove, in favor of the Secured Party (as Beneficiary), as identified hereinabove, encumbering those certain parcels of real estate situate in Davis County, Utah, and legally described on **Exhibit "A"** attached hereto and made a part hereof (collectively, "Land") including, but not limited to, the following:

A. All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all machinery, fixtures, attachments, appliances, equipment, furniture, vehicles and other personal property of every nature whatsoever now or hereafter owned by the Debtor and located in, on, or used or intended to be used in connection with or with the use or operation of the Land, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals, and replacements to any of the foregoing; and all of the right, title and interest of the Debtor in any such personal property or fixtures subject to a conditional sales contract, chattel mortgage or similar lien or claim together with the benefit of any deposits or payments now or hereafter made by the Debtor or on its behalf.

B. All easements, rights of way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor, and the reversion and reversions, remainder and remainders, rents, issues, profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of Debtor of, in and to the same, including, but not limited to all judgments, payments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Deeded Property or any part thereof under the power of eminent domain, the alteration of the grade of any street, or for any damage (whether caused by such taking or otherwise), to the Deeded Property or any part thereof, or to any appurtenance thereto, and all proceeds of any sales or other dispositions of the Deeded Property or any part thereof.

C. Any monies escrowed for taxes, insurance or other charges in any way belonging, relating or appertaining to any of the property herein described or any part thereof.

D. All rents, royalties, issues, profits, revenue, income and other benefits from the Deeded Property.

E. All right, title and interest of Debtor in and to any and all leases, subleases, guaranties of leases and subleases, permits, licenses, public and/or private approvals, contracts, franchises or certificates covering the property or any portion thereof, now or hereafter on or affecting the Deeded

Property, together with all security therefor and all monies payable thereunder, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature.

II. All (i) property, tools, furniture, fixtures, furnishings, vehicles, appliances, inventory equipment, machinery, goods and all other tangible personal property affixed to or located on the Deeded Property and owned by Debtor; (ii) articles of personal property and all materials delivered to the Land for the use and operation of any of the property herein described or for use in any construction being conducted thereon; (iii) contract rights, and benefits of Debtor relating to any of the property herein described, including, without limitation, agreements and contracts of sale, construction contracts, service contracts, advertising contracts, purchase orders, equipment leases, rights arising under any performance or payment bonds, and all other contract rights associated with the Land; (iv) all general intangibles, actions and rights of action; (v) deposits, prepaid expenses, permits, licenses, surveys, architectural and engineering plans, drawings and specifications; (vi) rights to insurance proceeds and prepaid insurance premiums, and the proceeds of any permanent loan commitment now existing or hereafter executed by Debtor; (vii) goods, instruments, documents, chattel paper, accounts, contract rights and general intangibles (as such terms are defined in the Uniform Commercial Code) now or hereafter located on, used in connection with, or the development or operation of, or arising from any use of or from any business operated on any of the property described herein; (viii) right, title and interest of the Debtor in all patents, service marks, copyrights, tradenames, designs and trademarks now or hereafter used in connection with, or in connection with the use of, any of the property described herein; and (ix) proceeds, products, replacements, additions, substitutions, renewals and accessions of any of the foregoing.

III. All after-acquired personal property rights attached to or used in the operation of any property described herein or any part thereof.

IV. All accounts and accounts receivable as defined in the Uniform Commercial Code, as enacted in the State of Utah.

**THE DEBTOR IS THE FEE SIMPLE OWNER OF THE COLLATERAL.**

**THIS DOCUMENT ALSO IS INTENDED TO BE A SECURITY AGREEMENT.**