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Ent 538615 Bk 904 Pg 269 - 273
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Filed By: JAC
JOHN CORTES, Recorder
GRAND COUNTY CORPORATION
For: Cottonwood Title Insurance A
Recorded Electronically by Simplifile

129089 - JLP
UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Bruce A. Kolbezen (719) 448-4030

B. E-MAIL CONTACT AT FILER (optional)
bkolbezen@shermanhoward.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Bruce A. Kolbezen
Sherman & Howard L.L.C.
90 South Cascade Avenue, Suite 1500
Colorado Springs, CO 80903

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
Hotel Moab LLC

OR

1b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

1018 W. Atherton Drive Taylorsville UT 84123 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
Protective Life Insurance Company

OR

3b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2801 Hwy 280 South; Attn: Investment Dept. 3-3ML Birmingham AL 35223 USA

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

See Exhibits A and B attached hereto and incorporated herein.

This financing statement is to be filed with the office of the Recorder of Grand County, Utah, as a fixture filing.

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 Agricultural Lien Non-UCC Filing

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

8. OPTIONAL FILER REFERENCE DATA:

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 Hotel Moab 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 Exhibits A and B attached hereto and incorporated herein.

13. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (if applicable)	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
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.

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17. MISCELLANEOUS:

Exhibit A

Hotel Moab LLC – Debtor

All of Debtor's right, title and interest in the personal property of any kind or nature whatsoever, whether tangible or intangible, whether now owned or hereafter acquired by Debtor, whether or not any of such personal property is now or becomes a "fixture" or attached to the real property ("Real Property"), described on **Exhibit B** attached hereto, and the improvements thereon ("Improvements"), which is used or will be used in the operation of the hotel business thereon or in the construction of, or is or will be placed upon, or is derived from or used in connection with, the maintenance, use, occupancy or enjoyment of the Real Property and Improvements, including, without limitation, all fees, charges, accounts, and other payments for the use and occupancy of hotel rooms and other public facilities located upon the Real Property, all accounts, documents, instruments, chattel paper (including electronic chattel paper and tangible chattel paper), general intangibles (including payment intangibles and software), goods (including consumer goods, inventory, equipment and farm products, which include, by way of illustration, and not by way of limitation, all appliances, artwork, cleaning equipment, communication systems, dishware, elevators, equipment (including all specialized equipment for kitchens, laundries, bars, restaurant, public rooms, health and recreational facilities), escalators, fire prevention and extinguishing equipment and systems, floor coverings, guest room furnishings, hall equipment, HVAC systems, linens, lobby equipment, machinery, maintenance equipment, reservation system computer and related equipment, security systems, signs, spa equipment, sprinkler systems, swimming pool equipment and accessories, and window coverings), letter-of-credit rights and deposit accounts (as those terms are defined in the Uniform Commercial Code as now adopted and amended from time to time in the State of Utah), all plans and specifications, contracts and subcontracts for the construction, reconstruction or repair of the Improvements, bonds, Contracts (as defined below), Licenses and Permits (as defined below), guarantees, warranties, causes of action, judgments, claims, profits, rents, royalties, issues, revenue, income, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit, policies, claims and proceeds of insurance, proceeds and claims arising from condemnation, motor vehicle and aircraft, together with all present and future attachments, accretions, accessions, replacements and additions thereto and proceeds, products and profits thereof. "Contracts" shall mean all contracts and agreements relating to or governing the use, occupancy, operation, management, hotel group, name or chain affiliation, guest reservation, repair and service of the hotel project, including, without limitation, guest rooms and related amenities, located upon the Real Property, and all leases, occupancy agreements, concession agreements and commitments to provide rooms or facilities in the future, including all amendments, modifications and supplements to any of the foregoing. The term "Contracts" specifically includes, without limitation, the Franchise Agreement (as defined below) and the Management Agreement (as defined below). "Franchise Agreement" shall mean that certain Franchise Agreement, with an Effective Date of June 17, 2015, between Debtor and Hilton Franchise Holding LLC, a Delaware limited liability company. "Management Agreement" shall mean that certain Hotel Management Agreement, dated November 28, 2017, between the Debtor, as owner, and Western States Lodging and Management II, LLC, a Utah limited liability company, and Hospitality Management Services, LLC, a Utah limited liability company. "License and Permits" shall mean all business licenses, variances, entitlements, certificates, state health department licenses, liquor licenses, food service licenses,

licenses to conduct business, certificates of need and all other permits, licenses and rights obtained from any governmental authority or private party.

Exhibit B

Hotel Moab LLC – Debtor

(Legal Description)

PARCEL 1:

Beginning at a corner on the West right-of-way of 100 West Street, said corner bears North 169.1 feet; thence West 48.4 feet from the centerline monument at the intersection of 100 West and 100 North Streets, said point by record bears West 266.1 feet; thence South 1486.6 feet from the North quarter corner of Section 1, Township 26 South, Range 21 East, Salt Lake Meridian and proceeding thence with the West right of way of 100 West Street South 00°21' West 457.30 feet to a corner; thence North 85°27' West 147.70 feet to a corner; thence North 80°05' West 16.9 feet to a corner; thence North 87°53' West 33.5 feet to a corner; thence South 76°45' West 4.8 feet to a corner; thence North 79°06' West 9.0 feet to a corner; thence along the arc of a 1292.5 foot radius curve to the right 57.7 feet (described as 57.2 feet in some instruments of record) (said curve has a chord which bears North 80°23' West 57.7 feet) to a corner; thence North 63°01' East 54.70 feet to a corner; thence North 22°23' East 20.5 feet to a corner; thence North 00°08' West 58.7 feet to a corner; thence along a fence line South 88°43' West 244.6 feet to a corner; thence North 52°27' East 60.6 feet to a corner; thence North 08°13' East 77.4 feet to a corner; thence North 00°34' West 229.2 feet to a corner; thence along a fence line South 89°38' East 210.1 feet; thence along a fence line North 89°33' East 87.8 feet to a corner on the West line of Manzaneres; thence South 9.0 feet to the Southwest corner of Manzaneres; thence North 89°26' East 103.9 feet to the point of beginning.

LESS any portion within 100 West Street and/or Williams Way.

PARCEL 2:

Beginning at a point which bears South 1815.2 feet and West 480.4 feet from the North quarter corner of Section 1, Township 26 South, Range 21 East, Salt Lake Meridian and proceeding thence South 00°12' East 58.9 feet; thence South 22°19' West 20.5 feet; thence South 62°57' West 54.7 feet to the North right-of-way of Williams Way; thence with said right-of-way with a curve to the left 146.53 feet, the chord of which bears North 84°59' West 146.53 feet; thence North 88°14' West 4.2 feet; thence with curve to the right 108.3 feet, the chord of which bears North 79°55' West 108.3 feet; thence North 62°06' West 28.5 feet to the South line of Davis tract; thence with said tract South 88°06' East 26 feet; thence North 52°23' East 86.8 feet; thence North 88°43' East 244.6 feet to the point of beginning.