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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

QUICK DATA SERVICES, INC.
50 West 3900 South, Suite # 2 B
Salt Lake City, Utah 84107

E# 1992680 PG 1 OF 4
DOUG CROFTS, WEBER COUNTY RECORDER
19-NOV-03 1014 AM FEE \$19.00 DEP SGC
REC FOR: MOUNTAIN.VIEW.TITLE

~~07-053-0043~~

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME St. Benedicts Dev. Co.				
OR 1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 425 E. 5350 SO		CITY Washington Terrace	STATE UT	POSTAL CODE 84405
1d. SEE INSTRUCTIONS		1e. TYPE OF ORGANIZATION CORP	1f. JURISDICTION OF ORGANIZATION UT	1g. ORGANIZATIONAL ID #, if any <input checked="" type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR 2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
2d. SEE INSTRUCTIONS		2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME NEW YORK LIFE INSURANCE COMPANY				
OR 3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 51 MADISON AVENUE		CITY NEW YORK	STATE NY	POSTAL CODE 10010

4. This FINANCING STATEMENT covers the following collateral:

See Schedule A attached hereto and form a part hereof.

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (or recorded) in the REAL ESTATE RECORDS Attach Addendum If applicable: 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA 3614323

UT-Weber County

EXHIBIT "A"

LEGAL DESCRIPTION

Pl 07-053-0028

A parcel of ground located in Weber County, State of Utah, and described more particularly as follows:

A part of the Southeast Quarter of Section 17, Township 5 North, Range 1 West, Salt Lake Base & Meridian, U.S. Survey: Beginning at a point which is North 0°26' East, 1591.33 feet along the Section line and North 89°34' West 406.76 feet from the Southeast corner of said Section 17, and running thence South 17°34' East, 241.40 feet; thence South 72°26' West 270.00 feet; thence North 17°34' West, 127.00 feet; thence South 72°26' West, 146.93 feet; thence North 0°26' East 145.10 feet; thence North 72°26' East, 89.93 feet; thence North 16°06' East, 89.71 feet; thence Easterly along the arc of a 582.06 foot radius curve to the left, 159.16 feet (Long Chord bears South 81°44' East, 158.66 feet); thence South 89°34' East, 94.24 feet to the point of beginning.

Subject to and together with a right of way for ingress and egress to and from said property being the Northerly 40 feet of the following described property; A part of the Southeast Quarter of Section 17, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point which is North 0°26' East 884.32 feet along the Section line and North 89°34' West 66 feet from the Southeast corner of said Section 17, said point is also on the West line of existing county road and running thence North 89°34' West 1030 feet; thence North 0°26' East 827.50 feet; thence North 45° East 197.31 feet; thence South 45° East 100 feet; thence Easterly along the arc of a 549.06 foot radius curve to the left 427.08 feet; thence South 89°34' East 435 feet to the West line of County Road; thence South 0°26' West 740.01 feet to the point of beginning.

ALSO: Together with a walkway which extends between the Medical Professional Building and the Hospital.

ALSO: Together with an easement and right of way over and across the walkways and driveways of the following described property: A part of the Southeast Quarter of Section 17, Township 5 North, Range 1 West, Salt Lake Base & Meridian, U.S. Survey: Beginning at a point which is North 0°26' East 884.32 feet along the Section line and North 89°34' West 66 feet from the Southeast corner of Said Section 17, (said point is also on the West line of an existing County Road); running thence North 89°34' West 1030.0 feet; thence North 0°26' East 827.50 feet; thence North 45° East 197.31 feet; thence South 45° East 100.0 feet; thence Easterly along the arc of a 549.06 foot radius curve to the left 427.08 feet; thence South 89°34' East 435.0 feet to the West line of a County Road; thence South 0°26' West 740.01 feet to the point of beginning. SUBJECT to a road across the Northerly 40 feet thereof.

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A part of the Southeast Quarter of Section 17, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point which is North 0°26' East 620.0 feet along the Section line and North 89°34' West 66 feet from the Southeast corner of said Section 17, (Said point is also on the West line of an existing County Road); running thence North 89°34' West 1030.0 feet; thence North 0°26' East 264.32 feet; thence South 89°34' East 1030.0 feet to the West line of County Road; thence South 0°26' West 264.32 feet to the point of beginning. As set forth in that certain Notice of Claim of easement dated December 19, 1978, recorded March 13, 1979, as Entry No. 769885, in Book 1291, page 443, of Records.

07-053-0027, 0059

EXHIBIT "B"

The Collateral covered by the Financing Statements consists of the property described in items 1 through 5 set forth below. As used herein the "Tract" shall mean the tract of real property more particularly described on Exhibit "A" to the Financing Statement.

1. All carpeting, floor coverings, draperies, equipment, sun screens, awnings, implements, goods, fittings, machinery, and other personal property of every kind or nature whatsoever, and all fixtures, which are presently, or which are at any time hereafter, attached, installed, placed, located, contained, or used in, about, or in connection with, or procured for purposes of attachment, installation, placing, location, being contained, or used in, about, or in connection with, and which are necessary for the existence, construction, creation, operations, or maintenance of any building or other structure now or at any time hereafter erected or situated on, any portion of the Tract, together with all construction materials of every kind and nature whatsoever which are intended to be used, which are used, or which are procured for use in constructing and completing any of the improvements located on the Tract (including all replacements, products, and proceeds of all of the foregoing). Notwithstanding the breadth of the foregoing, the Collateral shall not include: (i) personal property which may be owned by lessees or other occupants of improvements on any portion of the Tract, rather than by Debtor, or which may be leased by such a lessee or other occupant from a party other than Debtor; or (ii) material, equipment, tools, machinery, or other personal property which is brought upon the Tract only for use in construction, maintenance, or repair and which is not intended, and which is not necessary for occupancy, maintenance, or use of the Tract, to remain after the completion of such construction, maintenance, or repair.

2. All the estate, interest, right, title, other claim or demand, including claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Debtor now has or may hereafter acquire in the Tract, and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Tract or the Collateral, including without limitation any awards resulting from a change of grade of streets and awards for severance damages.

3. All right, title, and interest of Debtor in and to: Any and all present and future leases of space in any building erected upon the Tract, of the Tract, or of any portion thereof, including all cash and security deposits, advance rentals, deposits or payments of similar nature, and the right to receive rent; Together with all other rents, issues, profits, royalties, income, other moneys, and other benefits generated by or derived from the Tract,

the improvements located or to be located on the Tract, or any interest or estate therein; Together with all right or privilege of Debtor to cancel or terminate any such present or future lease, to accept payment of more than two months rent thereunder in advance, to accept a surrender thereof, or to modify any such lease.

4. All right, title and interest of Debtor in and to all tangible personal property owned by Debtor and now or at any time hereafter located on or at the Tract or used in connection therewith, including, but not limited to: all goods, machinery, tools, insurance proceeds, equipment (including fire sprinklers and alarm systems, office air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, window or structural cleaning rigs, maintenance, exclusion of vermin or insects, removal of dust, refuse or garbage and all other equipment of every kind), lobby and all other indoor and outdoor furniture (including tables, chairs, planters, desks, sofas, shelves, lockers, and cabinets), wall beds, wall safes, furnishings, appliances (including ice boxes, refrigerators, fans, heaters, stoves, water heaters, and incinerators), inventory, rugs, carpets, and other floor coverings, draperies and drapery rods and brackets, awnings, window shades, venetian blinds, curtains, lamps, chandeliers, and other lighting fixtures and office maintenance and other supplies.

5. All of Debtor's rights, interests, and benefits in, to, and under all plans and specifications pursuant to which construction of the improvements on the Tract is to be accomplished.

6. Any and all rights in and to pertinent present and future fire and/or hazard insurance policies and all awards made by any public body or decreed by any court of competent jurisdiction for a taking by eminent domain.