

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

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Rhonda Francis Summit County Recorder
03/19/2020 03:26:40 PM Fee \$80.00
By Bartlett Title Insurance Agency, Inc.
Electronically Recorded

A. NAME & PHONE OF CONTACT AT FILER (optional) SHAUN NIELSON 801-287-8182
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) SECURITY NATIONAL LIFE INSURANCE COMPANY ATTN: SHAUN NIELSON 4455 SOUTH 700 EAST, STE. 100 MILLCREEK, UTAH 84107

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 Hillwood Homes at Silver Creek, LLC, a Utah limited liability company			
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
1c. MAILING ADDRESS 4931 N. Hillwood		CITY Heber City	STATE POSTAL CODE COUNTRY UT 84032 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 or ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME SECURITY NATIONAL LIFE INSURANCE COMPANY, a Utah Corporation			
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
3c. MAILING ADDRESS 4455 S. 700 E., Ste 100		CITY Millcreek	STATE POSTAL CODE COUNTRY UT 84107 USA

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

As set forth on the Schedule 1 attached hereto.

5. Check only if applicable and check only 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 only if applicable and check only 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 only if applicable and check only 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/Licensor	
8. OPTIONAL FILER REFERENCE DATA: XX01068	

SCHEDULE 1

**TO UCC FINANCING STATEMENT
SCHEDULE OF COLLATERAL**

**HILLWOOD HOMES AT SILVER CREEK, LLC, AS DEBTOR
SECURITY NATIONAL LIFE INSURANCE, AS SECURED PARTY**

All of the properties, rights, and assets of Debtor, whether now owned or hereafter acquired, including without in any way limiting the foregoing general description, the following properties, rights and assets:

1. The real estate described in "Exhibit A," attached hereto and made a part hereof (the "**Premises**").

2. All and singular the reversions of remainders in and to said Premises and the tenements, hereditaments, franchises, easements, rights-of-way or use, rights (including alley, drainage, crop, timber, logging and cutting, agricultural, horticultural, mineral, water, oil and gas rights), privileges, royalties, appendages and appurtenances to said Premises, now or hereafter belonging or in any way appertaining thereto, including any such right, title, interest in, to under any agreement or right granting, conveying or creating, for the benefit of said Premises, any easement, right or license in any way affecting other property and in, to or under any streets, ways, alleys, vaults, gores, or strips of land adjoining said Premises or any parcel thereof, or in or to the air space over said Premises, all rights of ingress and egress by motor vehicles to parking facilities on or with said Premises, and all claims or demands of Debtor, either at law or in equity, in possession or expectancy, of, in or to the same.

3. All right, title and interest of Debtor in and to all leases of the Premises or the buildings and improvements now located or hereafter erected thereon or portions thereof, now or hereafter entered into and all right, title and interest of Debtor thereunder.

4. All buildings, structures, facilities and other improvements now or hereafter located on the Premises, and all building material, building equipment and fixtures of every kind and nature now or hereafter owned by Debtor and located on the Premises or attached to, contained in, or used in any such buildings, structures, facilities or other improvements, which building material, building equipment and fixtures shall, to the fullest extent permitted by law, be deemed to constitute fixtures and part of the real property encumbered by this Mortgage (such fixtures collectively called the "**Fixtures**"), and all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof, owned by Debtor or in which Debtor has or shall acquire an interest (all of the foregoing hereinafter collectively called the "**Improvements**").

5. All chattels and articles of personal property, and all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof, of every character and wherever situated, now or hereafter owned, constructed or acquired by Debtor or in which Debtor has or shall acquire an ownership interest, or which is in any way belonging, relating or appertaining to, or located on the Premises herein described or the buildings and Improvements now erected thereon, or used or intended to be used in connection with the Premises, which is used in the operation of the buildings and Improvements, situated thereon, or placed on any part

thereof, though not attached thereto (all of the foregoing hereinafter collectively called the "Equipment"). Equipment shall include, without in any way limiting any general definition of the term under the Uniform Commercial Code, any and all fixtures, building materials, appliances, machinery and equipment of any nature whatsoever, partitions, screens, awnings, shades, blinds, curtains and other articles of personal property at any time now or hereafter installed in, attached to or situated in or upon the Premises or the Improvements, whether or not the personal property is or shall be affixed thereto, all to the extent owned by Debtor, including, without limiting the generality of the foregoing, all plants, furnaces, incinerating and power equipment, boilers, machinery, engines, stokers, pumps, heaters, tanks, compressors, dynamos, motors, electrical transformers, fittings, siding, pipe, pipe connections, conduits, ducts, partitions, communication systems, storm and screen windows, doors, carpeting or other floor coverings, furniture, furnishings, elevators and motors, built-in filing cabinets, shelves, water coolers, signs, tools, switchboards and all equipment, appliances and apparatus of every kind and description now or hereafter affixed or attached to or contained within and used or procured for use in connection with said buildings or improvements for heating necessary for operation, cooling, lighting, plumbing, lifting, cleaning, fire extinguishing and preventing, communication, ventilating, sprinkling, irrigating, refrigerating or air conditioning, or for providing water, gas, electricity of other services or for general operation of the buildings and improvements, or the plant or business situated or operated thereon, include any and all proceeds of such fixtures and personal property and any and all subsequently acquired fixtures and personal property by way of replacement, substitution, addition or otherwise, all materials and work in process and the proceeds thereof.

6. All now owned and hereafter acquired accounts, contract rights, chattel paper, health care insurance receivables, commercial tort claims, general intangibles (including, without in any way limiting any general definition of the term under the Uniform Commercial Code, all of Debtor's now existing or hereafter arising tax and duty refunds, prepaid expenses, all now owned or hereafter acquired patents, patent applications, trade names, trademarks, service marks, designs, trademark, service mark and trade name registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege use or a Statement of Use under Section 1(c) and 1(d) of said Act has been filed), and applications for registration (including registrations resulting therefrom), logos and other business identifiers, domestic and foreign, and all rights of whatever kind appurtenant thereto (whether pursuant to a license or otherwise), including without limitation all of those used by the Debtor in whole or in part in conducting its business, together with all proceeds and rights to receive income therefrom (such as, without limitation, licenses, royalties and proceeds of infringement suits), the right (but not the obligation) to register claims under any law and to apply for, renew and extend the same, the right to sue for past, present, and future infringements, the common law rights therein, goodwill of the businesses to which they relate and the rights to apply for registrations therefor throughout the world (collectively the "Trademarks"), and the good will of the business to which each of the Trademarks relates, copyrights, copyright applications, license agreements, customer lists, blueprints, drawings and specifications relative to the rendering of services or the sale or manufacture of goods, sales of payment intangibles and promissory notes), documents and instruments, whether now owned or hereafter acquired by Debtor; Debtor's interest in the goods represented by all accounts and all returned, reclaimed or repossessed goods with respect thereto; all contracts and rights of Debtor for the sale of its membership units; all of Debtor's present and future rights as an unpaid vendor including stoppage in transit, replevin or reclamation, all additional amounts now or hereafter due to Debtor from any account debtor and all construction funds irrespective of whether such additional amounts have been specifically assigned to the Secured Party; all guarantees, deeds of trust or mortgages on real and personal property, letters of credit and letter of credit rights, trust

receipts, bankers' acceptances, choses in action or other agreements or property securing or relating to any of the items referred to above, all monies, deposits, deposit accounts, certificated and uncertificated securities, securities and commodities accounts, securities entitlements, bank accounts, instruments, credits, investment property, and other property now or hereafter held by the Secured Party or any other entity which at any time participates in the Secured Party's financing of Debtor; all licenses, permits, franchises, certificates and other rights, privileges and documents obtained in connection with or necessary in the operation of the Premises and/or the Improvements; all plans and specifications, architectural contracts, construction contracts, all leases with respect to any part of the Premises and/or Improvements, and all rents, income, revenues, royalties, bonuses, accounts, issues and profits arising out of the operation of the Premises and/or the Improvements; and all rights and remedies of Debtor under or in connection with such collateral.

7. All chattel paper, including leases, conditional sales contracts, retail installment contracts and use agreements of machinery, equipment and other personal property of Debtor in the categories hereinabove set forth, under which any of the Debtor is the lessee of, or entitled to use, such items.

8. All now owned and hereafter acquired inventory, including, without in any way limiting any general definition of the term under the Uniform Commercial Code, all raw materials, supplies, work-in-process, finished and semi-finished inventory of whatever kind or nature; and all labels and other devices, names and marks affixed or to be affixed thereto for purposes of selling or identifying the same or the seller, manufacturer or licensor thereof, and all right, title and interest of Debtor therein or thereto, wherever located, whether now owned or hereafter acquired by Debtor.

9. All unearned premiums, accrued, accruing or to accrue under insurance policies now or hereafter obtained by Debtor, all proceeds of the conversion, voluntary or involuntary, of any of the property described above into cash or other liquidated claims, including without limitation, proceeds of hazard, title and other insurance, and all judgments, damages, awards, settlements and compensation (including interest thereon) heretofore or hereafter made to the present and all subsequent owners of the Premises, the Improvements, the Equipment and/or any other property or rights encumbered or conveyed thereby for any injury to or decrease in the value thereof for any reason, or by any governmental or other lawful authority for the taking by eminent domain, condemnation or otherwise of all or any part thereof, including awards for any change of grade or streets.

10. All indoor and outdoor furniture including but not limited to tables, chairs, planters, desks, sofas, shelves, lockers and cabinets, and all wall safes, inventory, rugs, carpets and other floor coverings, works of art, television sets, sound equipment; all intangible property now or hereafter owned or held by Debtor in connection with the Premises or Improvements, including, without in any way limiting any general definition of the term under the Uniform Commercial Code, any contract rights, agreements, leases (and security deposits received pursuant thereto), utility contracts, guaranties, warranties, telephone exchange numbers, assignable licenses, governmental permits and applications, approvals and other governmental rights relating to the Premises and Improvements or the operation thereof.

11. The franchises, permits, licenses and rights therein respecting the use, occupation or operation of the Premises or the activities conducted thereon or therein.

12. All supporting obligations, including, without in any way limiting any general definition of the term under the Uniform Commercial Code, all right to payment or performance by third parties or their assets, including all guaranties, pledges, security agreement, mortgages, deeds of trust, and other liens on personal or real property, hypothecation agreements, warranty claims, and similar agreements.

13. All returned or repossessed goods arising from or relating to any accounts or chattel paper.

14. Any and all products and proceeds of the foregoing in any form, including, without in any way limiting any general definition of the term under the Uniform Commercial Code, any claims by Debtor against third-parties for loss, damage or destruction of any or all of the foregoing and all insurance proceeds relating to all of the above.

15. All accessions, attachments and additions to, substitutes for, and all modifications, replacements, renewals, products and masses into which any goods are physically united such that their identity is lost, and proceeds of any of the foregoing.

16. All certificates of title and certificates of origin or manufacturers' statements of origin relating to any of the foregoing, now owned or hereafter acquired.

17. All property similar to any of the foregoing hereafter acquired by Debtor.

18. All Debtor's books and records relating to, or evidencing an interest in, any of the above whether presently existing or hereafter arising including without limitation, all ledger sheets, files, records, instruments, tapes, cards, computer programs, computer data and software in possession or control of Debtor or any computer services bureau.

EXHIBIT A

Real Property located in Summit County Utah described as follows:

Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 22, 44, 46, 47, 48, 49, 54, 55, 56, 57, and 58, SILVER CREEK VILLAGE CENTER LOT 2 SUBDIVISION, Park City, Utah, according to the Official Plat thereof on file and of record in the Summit County Recorder's Office, Utah.

Tax Parcel No.: SCVC-2-2, SCVC-2-3, SCVC-2-4, SCVC-2-5, SCVC-2-6, SCVC-2-7, SCVC-2-8, SCVC-2-9, SCVC-2-10, SCVC-2-11, SCVC-2-12, SCVC-2-13, SCVC-2-14, SCVC-2-15, SCVC-2-16, SCVC-2-17, SCVC-2-18, SCVC-2-19, SCVC-2-20, SCVC-2-22, SCVC-2-44, SCVC-2-46, SCVC-2-47, SCVC-2-48, SCVC-2-49, SCVC-2-64, SCVC-2-55, SCVC-2-56, SCVC-2-57 and SCVC-2-58

The following is shown for information purposes only:

Property Address: Vacant, Park City, UT 84098

SCHEDULE 1

**TO UCC FINANCING STATEMENT
SCHEDULE OF COLLATERAL**

**HILLWOOD HOMES AT SILVER CREEK, LLC, AS DEBTOR
SECURITY NATIONAL LIFE INSURANCE, AS SECURED PARTY**

All of the properties, rights and assets of Debtor, whether now owned or hereafter acquired, including without in any way limiting the foregoing general description, the following properties, rights and assets:

1. The real estate described in "Exhibit A," attached hereto and made a part hereof (the "**Premises**").

2. All and singular the reversions of remainders in and to said Premises and the tenements, hereditaments, franchises, easements, rights-of-way or use, rights (including alley, drainage, crop, timber, logging and cutting, agricultural, horticultural, mineral, water, oil and gas rights), privileges, royalties, appendages and appurtenances to said Premises, now or hereafter belonging or in any way appertaining thereto, including any such right, title, interest in, to under any agreement or right granting, conveying or creating for the benefit of said Premises, any easement, right or license in any way affecting other property and in, to or under any streets, ways, alleys, vaults, gores, or strips of land adjoining said Premises or any parcel thereof, or in or to the air space over said Premises, all rights of ingress and egress by motor vehicles to parking facilities on or with said Premises, and all claims or demands of Debtor, either at law or in equity, in possession or expectancy, of, in or to the same.

3. All right, title and interest of Debtor in and to all leases of the Premises or the buildings and improvements now located or hereafter erected thereon or portions thereof, now or hereafter entered into and all right, title and interest of Debtor thereunder.

4. All buildings, structures, facilities and other improvements now or hereafter located on the Premises, and all building material, building equipment and fixtures of every kind and nature now or hereafter owned by Debtor and located on the Premises or attached to, contained in, or used in any such buildings, structures, facilities or other improvements, which building material, building equipment and fixtures shall, to the fullest extent permitted by law, be deemed to constitute fixtures and part of the real property encumbered by this Mortgage (such fixtures collectively called the "**Fixtures**"), and all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof, owned by Debtor or in which Debtor has or shall acquire an interest (all of the foregoing hereinafter collectively called the "**Improvements**").

5. All chattels and articles of personal property, and all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof, of every character and wherever situated, now or hereafter owned, constructed or acquired by Debtor or in which Debtor has or shall acquire an ownership interest, or which is in any way belonging, relating or appertaining to, or located on the Premises herein described or the buildings and Improvements now erected thereon, or used or intended to be used in connection with the Premises, which is used in the operation of the buildings and Improvements, situated thereon, or placed on any part

thereof, though not attached thereto (all of the foregoing hereinafter collectively called the "Equipment"). Equipment shall include, without in any way limiting any general definition of the term under the Uniform Commercial Code, any and all fixtures, building materials, appliances, machinery and equipment of any nature whatsoever, partitions, screens, awnings, shades, blinds, curtains and other articles of personal property at any time now or hereafter installed in, attached to or situated in or upon the Premises or the Improvements, whether or not the personal property is or shall be affixed thereto, all to the extent owned by Debtor, including, without limiting the generality of the foregoing, all plants, furnaces, incinerating and power equipment, boilers, machinery, engines, stokers, pumps, heaters, tanks, compressors, dynamos, motors, electrical transformers, fittings, siding, pipe, pipe connections, conduits, ducts, partitions, communication systems, storm and screen windows, doors, carpeting or other floor coverings, furniture, furnishings, elevators and motors, built-in filing cabinets, shelves, water coolers, signs, tools, switchboards and all equipment, appliances and apparatus of every kind and description now or hereafter affixed or attached to or contained within and used or procured for use in connection with said buildings or improvements for heating necessary for operation, cooling, lighting, plumbing, lifting, cleaning, fire extinguishing and preventing, communication, ventilating, sprinkling, irrigating, refrigerating or air conditioning, or for providing water, gas, electricity of other services or for general operation of the buildings and improvements, or the plant or business situated or operated thereon, include any and all proceeds of such fixtures and personal property and any and all subsequently acquired fixtures and personal property by way of replacement, substitution, addition or otherwise, all materials and work in process and the proceeds thereof.

6. All now owned and hereafter acquired accounts, contract rights, chattel paper, health care insurance receivables, commercial tort claims, general intangibles (including, without in any way limiting any general definition of the term under the Uniform Commercial Code, all of Debtor's now existing or hereafter arising tax and duty refunds, prepaid expenses, all now owned or hereafter acquired patents, patent applications, trade names, trademarks, service marks, designs, trademark, service mark and trade name registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege use or a Statement of Use under Section 1(c) and 1(d) of said Act has been filed), and applications for registration (including registrations resulting therefrom), logos and other business identifiers, domestic and foreign, and all rights of whatever kind appurtenant thereto (whether pursuant to a license or otherwise), including without limitation all of those used by the Debtor in whole or in part in conducting its business, together with all proceeds and rights to receive income therefrom (such as, without limitation, licenses, royalties and proceeds of infringement suits), the right (but not the obligation) to register claims under any law and to apply for, renew and extend the same, the right to sue for past, present, and future infringements, the common law rights therein, goodwill of the businesses to which they relate and the rights to apply for registrations therefor throughout the world (collectively the "Trademarks"), and the good will of the business to which each of the Trademarks relates, copyrights, copyright applications, license agreements, customer lists, blueprints, drawings and specifications relative to the rendering of services or the sale or manufacture of goods, sales of payment intangibles and promissory notes), documents and instruments, whether now owned or hereafter acquired by Debtor; Debtor's interest in the goods represented by all accounts and all returned, reclaimed or repossessed goods with respect thereto; all contracts and rights of Debtor for the sale of its membership units; all of Debtor's present and future rights as an unpaid vendor including stoppage in transit, replevin or reclamation, all additional amounts now or hereafter due to Debtor from any account debtor and all construction funds irrespective of whether such additional amounts have been specifically assigned to the Secured Party, all guarantees, deeds of trust or mortgages on real and personal property, letters of credit and letter of credit rights, trust

receipts, bankers' acceptances, choses in action or other agreements or property securing or relating to any of the items referred to above, all monies, deposits, deposit accounts, certificated and uncertificated securities, securities and commodities accounts, securities entitlements, bank accounts, instruments, credits, investment property, and other property now or hereafter held by the Secured Party or any other entity which at any time participates in the Secured Party's financing of Debtor; all licenses, permits, franchises, certificates and other rights, privileges and documents obtained in connection with or necessary in the operation of the Premises and/or the Improvements; all plans and specifications, architectural contracts, construction contracts, all leases with respect to any part of the Premises and/or Improvements, and all rents, income, revenues, royalties, bonuses, accounts, issues and profits arising out of the operation of the Premises and/or the Improvements; and all rights and remedies of Debtor under or in connection with such collateral.

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9. All unearned premiums, accrued, accruing or to accrue under insurance policies now or hereafter obtained by Debtor, all proceeds of the conversion, voluntary or involuntary, of any of the property described above into cash or other liquidated claims, including without limitation, proceeds of hazard, title and other insurance, and all judgments, damages, awards, settlements and compensation (including interest thereon) heretofore or hereafter made to the present and all subsequent owners of the Premises, the Improvements, the Equipment and/or any other property or rights encumbered or conveyed thereby for any injury to or decrease in the value thereof for any reason, or by any governmental or other lawful authority for the taking by eminent domain, condemnation or otherwise of all or any part thereof, including awards for any change of grade or streets.

10. All indoor and outdoor furniture including but not limited to tables, chairs, planters, desks, sofas, shelves, lockers and cabinets, and all wall safes, inventory, rugs, carpets and other floor coverings, works of art, television sets, sound equipment; all intangible property now or hereafter owned or held by Debtor in connection with the Premises or Improvements, including, without in any way limiting any general definition of the term under the Uniform Commercial Code, any contract rights, agreements, leases (and security deposits received pursuant thereto), utility contracts, guaranties, warranties, telephone exchange numbers, assignable licenses, governmental permits and applications, approvals and other governmental rights relating to the Premises and Improvements or the operation thereof.

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