CC FINANCING LLOW INSTRUCTION NAME & PHONE OF (NS (front and back) CAREFULLY		.ZzozZ61M.			
SEND ACKNOWLED	GMENT TO: (Nan	ne and Address)					
Winston & S 200 Park Ave New York, N							
Attn; Lydia C	Coplin-Rechani						
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<u> </u>			I		R FILING OFFICE USE		
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HARRISVILLE.							
16. INDIVIDUAL'S LAST			FIRST NAME	MIDDLE	NAME	SUFFIX	
MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY		
	27 South 500 East, Suite 100		later out		0.4100	1	
		1. TYPE OF ORGANIZATION	Salt Lake City	Utah	84102	USA	
SEEINSTRUCTIONS		10. TYPE OF ORGANIZATION limited liability company	Salt Lake City 11. JURISDICTION OF ORGANIZATION Utah	1g. ORG/	84102 INIZATIONAL ID #, if any 85-0160		
SEEINSTRUCTIONS 7-0877166 ADDITIONAL DEBTO	ADD'L INFO RE ORGANIZATION DEBTOR OR'S EXACT FULL	limited liability company	11. JURISDICTION OF ORGANIZATION	19. ORG/ 51457	NIZATIONAL ID #, if any		
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05-SEP-03 1103 AM FEE \$34.00 DEP SGC
REC FOR: BONNEVILLE.TITLE

5. ALTERNATIVE DESIGNATION [if applicab	e]: LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. This FINANCING STATEMENT is to be ESTATE RECORDS. Attach Addend		d) in the REAL 7. Check to R	EQUEST SEARCH REPORT	T(S) on Debtor(s)	All Debtors	Debtor 1 Debtor 2
8, OPTIONAL FILER REFERENCE DATA						

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

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Winston & Stra			ł.			
New York, Nev						
Attn: Lydia Co	plin-Rechani					
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ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESS	OR CONSIGNEE/CONSIGNOR	BAILEE/BAILOR SELLER/BUYE	R AG LIEN NON-UCC FILING
This FINANCING STATEMENT is to be filed for record (or reco		EST SEARCH REPORT(S) on Debtor(s)	
L. ESTATE RECORDS. Attach Addendum	If applicable fADDITIONAL F	EEI [optional]	All Debtors Debtor 1 Debtor 2
), OPTIONAL FILER REFERENCE DATA			

1. 据文章 (新名)。

SCHEDULE A - ATTACHMENT TO UCC-1'S

DEBTOR: HARRISVILLE-ROGERS, L.C., a Utah limited liability company

SECURED PARTY: CIBC INC., a Delaware corporation

- A. All that certain real property situated at 555 N. Washington Boulevard, City of Ogden, County of Weber, State of Utah, more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Land"), together with all of the easements, rights, privileges, franchises, tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in any way appertaining and all of the estate, right, title, interest, claim and demand whatsoever of Grantor therein or thereto, either at law or in equity, in possession or in expectancy, now or hereafter acquired;
- B. All structures, buildings and improvements of every kind and description now or at any time hereafter located or placed on the Land (the "Improvements");
- C. All furniture, furnishings, fixtures, goods, equipment, inventory or personal property owned by Grantor and now or hereafter located on, attached to or used in and about the Improvements, including, but not limited to, all machines, engines, boilers, dynamos, elevators, stokers, tanks, cabinets, awnings, screens, shades, blinds, carpets, draperies, lawn mowers, and all appliances, plumbing, heating, air conditioning, lighting, ventilating, refrigerating, disposal and incinerating equipment, and all fixtures and appurtenances thereto, and such other goods and chattels and personal property owned by Grantor as are now or hereafter used or furnished in operating the Improvements, or the activities conducted therein, and all building materials and equipment hereafter situated on or about the Land or Improvements, and all warranties and guaranties relating thereto, and all additions thereto and substitutions and replacements therefor (exclusive of any of the foregoing owned or leased by tenants of space in the Improvements);
- D. All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, air rights and other development rights now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all estates, rights, titles, interests, tenements, hereditaments and appurtenances, reversions and remainders whatsoever, in any way belonging, relating or appertaining to the Land and/or Improvements or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Grantor;
- E. All water, ditches, wells, reservoirs and drains and all water, ditch, well, reservoir and drainage rights which are appurtenant to, located on, under or above or used in connection with the Land or the Improvements, or any part thereof, whether now existing or hereafter created or acquired;
- F. All minerals, crops, timber, trees, shrubs, flowers and landscaping features now or hereafter located on, under or above the Land;
- G. All cash funds, deposit accounts and other rights and evidence of rights to cash, now or hereafter created or held by Beneficiary pursuant to the Deed of Trust or any other of the Loan Documents (as hereinafter defined), including, without limitation, all funds now or hereafter on deposit in the Impound Account, the Leasing Reserve, the Payment Reserve, the Repair and Remediation Reserve and the Replacement Reserve, each as hereinafter defined and the Cash Collateral Account (including, without limitation, the T&I Impound Account and all Subaccounts), as such terms are defined in that certain Cash Management Agreement dated on or about the date hereof (the "Cash Management Agreement") by and among Grantor, THE BOYER COMPANY, L.C. and Beneficiary (collectively, the "Reserves");
- H. All leases (including, without limitation, oil, gas and mineral leases), licenses, concessions and occupancy agreements of all or any part of the Land or the Improvements now or hereafter entered into

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E# 1972027 PG3 0F13

(each, a "Lease" and collectively, the "Leases") and all rents, royalties, issues, profits, revenue, income and other benefits (collectively, the "Rents and Profits") of the Land or the Improvements, now or hereafter arising from the use or enjoyment of all or any portion thereof or from any present or future Lease or other agreement pertaining thereto or arising from any of the Contracts (as defined in the Deed of Trust) or any of the General Intangibles (as defined in the Deed of Trust) and all cash or securities deposited to secure performance by the tenants, lessees or licensees, as applicable (each, a "Tenant" and collectively, the "Tenants"), of their obligations under any such Leases, whether said cash or securities are to be held until the expiration of the terms of said Leases or applied to one or more of the installments of rent coming due prior to the expiration of said terms, subject to, however, the provisions contained in Section 1.11 of the Deed of Trust;

- I. All contracts and agreements now or hereafter entered into covering any part of the Land or the Improvements (collectively, the "Contracts") and all revenue, income and other benefits thereof, including, without limitation, management agreements, service contracts, maintenance contracts, equipment leases, personal property leases and any contracts or documents relating to construction on any part of the Land or the Improvements (including plans, drawings, surveys, tests, reports, bonds and governmental approvals) or to the management or operation of any part of the Land or the Improvements;
- J. All present and future monetary deposits given to any public or private utility with respect to utility services furnished to any part of the Land or the Improvements;
- K. All present and future funds, accounts, instruments, accounts receivable, documents, causes of action, claims, general intangibles (including without limitation, trademarks, trade names, servicemarks and symbols now or hereafter used in connection with any part of the Land or the Improvements, all names by which the Land or the Improvements may be operated or known, all rights to carry on business under such names, and all rights, interest and privileges which Grantor has or may have as developer or declarant under any covenants, restrictions or declarations now or hereafter relating to the Land or the Improvements) and all notes or chattel paper now or hereafter arising from or by virtue of any transactions related to the Land or the Improvements (collectively, the "General Intangibles");
- L. All water taps, sewer taps, certificates of occupancy, permits, licenses, franchises, certificates, consents, approvals and other rights and privileges now or hereafter obtained in connection with the Land or the Improvements and all present and future warranties and guaranties relating to the Improvements or to any equipment, fixtures, furniture, furnishings, personal property or components of any of the foregoing now or hereafter located or installed on the Land or the Improvements;
- M. All building materials, supplies and equipment now or hereafter placed on the Land or in the Improvements and all architectural renderings, models, drawings, plans, specifications, studies and data now or hereafter relating to the Land or the Improvements;
- N. All right, title and interest of Grantor in any insurance policies or binders now or hereafter relating to the Property including any unearned premiums thereon;
- O. All proceeds, products, substitutions and accessions (including claims and demands therefor) of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards and proceeds of refunds of any taxes or assessments levied against the Property with respect to any period in which this Deed of Trust encumbers the Property; and
- P. All other or greater rights and interests of every nature in the Land or the Improvements and in the possession or use thereof and income therefrom, whether now owned or hereafter acquired by Grantor.

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All capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in that certain Deed of Trust, Assignment of Leases and Rents and Security Agreement dated as of September ____2003 by HARRISVILLE-ROGERS, L.C., a Utah limited liability company as Debtor in favor of CIBC INC., a Delaware corporation, as Secured Party and recorded in the Deed records of Weber County, State of Utah (the "Deed of Trust").

E# 1972027 PG5 0F13

EXHIBIT A

LEGAL DESCRIPTION

All of Lot 3, HARRISVILLE RETAIL SUBDIVISION, Harrisville City, Weber County, Utah, according to the official plat thereof.

TOGETHER WITH the easements and rights appurtenant to Lot 3, Harrisville Retail Subdivision, described above, as defined, described and granted in that certain Easements with Covenants and Restrictions recorded September 22, 1999, as Entry No. 1663781, in Book 2035, Page 280, records of Weber County, Utah.

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JCC FINANCING	-	•	9-64			
OLLOW INSTRUCTION A. NAME & PHONE OF CO						
B. SEND ACKNOWLEDG	MENT TO: (Nan	ne and Address)	}			
Winston & Str	awn]			
200 Park Aver			l l			
New York, Ne	w York 10166					
Attn: Lydia Co	plin-Rechani		ł			
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47-0877166	ORGANIZATION DEBTOR	limited liability company		1 *	85-0160	NONE
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3ª ORGANIZATION'S NA						
CIBC INC., a Del		ion				
36. INDIVIDUAL'S LAST P	NAME		FIRST NAME	MIDDLE	NAME	SUFFIX
G. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
622 Third Avenue, 10	th Floor		New York	NY	10017	USA
4. This FINANCING STATEME		dos collateral	TION COIN	1.3.	1.0017	100/1
See Schedule A attached						

File with the Weber County Clerk's Office, Utah

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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 fit ESTATE RECORDS. Attach Addendu	ed (for record) (or recorded	in the REAL 7. Check to RE lif applicable (ADDITIONA	QUEST SEARCH REPO	RT(S) on Debtor(s) [optional]	All Debtors	Debtor 1 Debtor 2
8. OPTIONAL FILER REFERENCE DATA						

FILING OFFICE COPY -- UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

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OR 15. INDIVIDUAL'S LAST	NAME	FIRST NAME	MIDDLE	IAME	SUFFIX
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11c.	MAILING ADDRESS			CITY			STATE	POSTAL CODE	COUNTRY
11d.		ORGANIZATION DEBTOR	e. TYPE OF ORGANIZATION	<u>.</u>	JRISDICTION OF ORGA	NIZATION	11g. ORG	SANIZATIONAL ID #, H	any None
12.	ADDITIONAL SECU 12a. ORGANIZATION'S NAM	RED PARTY'S	gr ☐ ASSIGNOR S/P'S	NAM	E - insert only <u>one</u> name	(12a or 12b)			
OR	126. INDIVIDUAL'S LAST N	AME		FIRST	NAME		MIDOLE	NAME	SUFFIX
12c.	MAILING ADDRESS			CITY			STATE	POSTAL CODE	COUNTRY
14. C	his FINANCING STATEME colleteral, or is filed as a Description of real estate: 2 Schedule A attached	fixture filling.	to be cut or se-extracted	16. Ac	iditional colleterel descrip	otion:	-	,	
5. N	lame and address of a RECt Debtor does not have a rec	ORD OWNER of above ord interest):	-described real estate			E≑	197	72027 P	69 OF 13
				Debtor i	ck only if applicable and s a Trust or Tru ck only if applicable and	ustee acting with res check <u>only</u> one box.	pect to pro	operty held in trust or	Decedent's Estate
				Filed	tor is a TRANSMITTING I in connection with a M I in connection with a Pi	anufactured-Home Tr	ransaction	— effective 30 years	

FILING OFFICE COPY -- UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/22/02)

SCHEDULE A - ATTACHMENT TO UCC-1'S

DEBTOR: HARRISVILLE-ROGERS, L.C., a Utah limited liability company

SECURED PARTY: CIBC INC., a Delaware corporation

- A. All that certain real property situated at 555 N. Washington Boulevard, City of Ogden, County of Weber, State of Utah, more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Land"), together with all of the easements, rights, privileges, franchises, tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in any way appertaining and all of the estate, right, title, interest, claim and demand whatsoever of Grantor therein or thereto, either at law or in equity, in possession or in expectancy, now or hereafter acquired;
- B. All structures, buildings and improvements of every kind and description now or at any time hereafter located or placed on the Land (the "Improvements");
- C. All furniture, furnishings, fixtures, goods, equipment, inventory or personal property owned by Grantor and now or hereafter located on, attached to or used in and about the Improvements, including, but not limited to, all machines, engines, boilers, dynamos, elevators, stokers, tanks, cabinets, awnings, screens, shades, blinds, carpets, draperies, lawn mowers, and all appliances, plumbing, heating, air conditioning, lighting, ventilating, refrigerating, disposal and incinerating equipment, and all fixtures and appurtenances thereto, and such other goods and chattels and personal property owned by Grantor as are now or hereafter used or furnished in operating the Improvements, or the activities conducted therein, and all building materials and equipment hereafter situated on or about the Land or Improvements, and all warranties and guaranties relating thereto, and all additions thereto and substitutions and replacements therefor (exclusive of any of the foregoing owned or leased by tenants of space in the Improvements);
- D. All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, air rights and other development rights now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all estates, rights, titles, interests, tenements, hereditaments and appurtenances, reversions and remainders whatsoever, in any way belonging, relating or appertaining to the Land and/or Improvements or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Grantor;
- E. All water, ditches, wells, reservoirs and drains and all water, ditch, well, reservoir and drainage rights which are appurtenant to, located on, under or above or used in connection with the Land or the Improvements, or any part thereof, whether now existing or hereafter created or acquired;
- F. All minerals, crops, timber, trees, shrubs, flowers and landscaping features now or hereafter located on, under or above the Land;
- G. All cash funds, deposit accounts and other rights and evidence of rights to cash, now or hereafter created or held by Beneficiary pursuant to the Deed of Trust or any other of the Loan Documents (as hereinafter defined), including, without limitation, all funds now or hereafter on deposit in the Impound Account, the Leasing Reserve, the Payment Reserve, the Repair and Remediation Reserve and the Replacement Reserve, each as hereinafter defined and the Cash Collateral Account (including, without limitation, the T&I Impound Account and all Subaccounts), as such terms are defined in that certain Cash Management Agreement dated on or about the date hereof (the "Cash Management Agreement") by and among Grantor, THE BOYER COMPANY, L.C. and Beneficiary (collectively, the "Reserves");
- H. All leases (including, without limitation, oil, gas and mineral leases), licenses, concessions and occupancy agreements of all or any part of the Land or the Improvements now or hereafter entered into

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(each, a "Lease" and collectively, the "Leases") and all rents, royalties, issues, profits, revenue, income and other benefits (collectively, the "Rents and Profits") of the Land or the Improvements, now or hereafter arising from the use or enjoyment of all or any portion thereof or from any present or future Lease or other agreement pertaining thereto or arising from any of the Contracts (as defined in the Deed of Trust) or any of the General Intangibles (as defined in the Deed of Trust) and all cash or securities deposited to secure performance by the tenants, lessees or licensees, as applicable (each, a "Tenant" and collectively, the "Tenants"), of their obligations under any such Leases, whether said cash or securities are to be held until the expiration of the terms of said Leases or applied to one or more of the installments of rent coming due prior to the expiration of said terms, subject to, however, the provisions contained in Section 1.11 of the Deed of Trust;

- I. All contracts and agreements now or hereafter entered into covering any part of the Land or the Improvements (collectively, the "Contracts") and all revenue, income and other benefits thereof, including, without limitation, management agreements, service contracts, maintenance contracts, equipment leases, personal property leases and any contracts or documents relating to construction on any part of the Land or the Improvements (including plans, drawings, surveys, tests, reports, bonds and governmental approvals) or to the management or operation of any part of the Land or the Improvements;
- J. All present and future monetary deposits given to any public or private utility with respect to utility services furnished to any part of the Land or the Improvements;
- K. All present and future funds, accounts, instruments, accounts receivable, documents, causes of action, claims, general intangibles (including without limitation, trademarks, trade names, servicemarks and symbols now or hereafter used in connection with any part of the Land or the Improvements, all names by which the Land or the Improvements may be operated or known, all rights to carry on business under such names, and all rights, interest and privileges which Grantor has or may have as developer or declarant under any covenants, restrictions or declarations now or hereafter relating to the Land or the Improvements) and all notes or chattel paper now or hereafter arising from or by virtue of any transactions related to the Land or the Improvements (collectively, the "General Intangibles");
- L. All water taps, sewer taps, certificates of occupancy, permits, licenses, franchises, certificates, consents, approvals and other rights and privileges now or hereafter obtained in connection with the Land or the Improvements and all present and future warranties and guaranties relating to the Improvements or to any equipment, fixtures, furniture, furnishings, personal property or components of any of the foregoing now or hereafter located or installed on the Land or the Improvements;
- M. All building materials, supplies and equipment now or hereafter placed on the Land or in the Improvements and all architectural renderings, models, drawings, plans, specifications, studies and data now or hereafter relating to the Land or the Improvements;
- N. All right, title and interest of Grantor in any insurance policies or binders now or hereafter relating to the Property including any unearned premiums thereon;
- O. All proceeds, products, substitutions and accessions (including claims and demands therefor) of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards and proceeds of refunds of any taxes or assessments levied against the Property with respect to any period in which this Deed of Trust encumbers the Property; and
- P. All other or greater rights and interests of every nature in the Land or the Improvements and in the possession or use thereof and income therefrom, whether now owned or hereafter acquired by Grantor

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All capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in that certain Deed of Trust, Assignment of Leases and Rents and Security Agreement dated as of September ___2003 by HARRISVILLE-ROGERS, L.C., a Utah limited liability company as Debtor in favor of CIBC INC., a Delaware corporation, as Secured Party and recorded in the Deed records of Weber County, State of Utah (the "Deed of Trust").

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EXHIBIT A

LEGAL DESCRIPTION

All of Lot 3, HARRISVILLE RETAIL SUBDIVISION, Harrisville City, Weber County, Utah, according to the official plat thereof.

TOGETHER WITH the easements and rights appurtenant to Lot 3, Harrisville Retail Subdivision, described above, as defined, described and granted in that certain Easements with Covenants and Restrictions recorded September 22, 1999, as Entry No. 1663781, in Book 2035, Page 280, records of Weber County, Utah.

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