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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
CT LIEN SOLUTIONS
330 N BRAND BLVD STE 700
GLENDALE CA 91203
BY: LHA, DEPUTY - MA 6 P.

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (800) 331-3282 Fax: (818) 662-4141	
B. E-MAIL CONTACT AT FILER (optional) CLS-CTLS_Glendale_Customer_Service@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 19718 - LAW OFFICES	
CT Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	57347209 UTUT FIXTURE
File with: Salt Lake, UT	

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 Olympus Hills Shopping Center, Ltd.				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 1963 S 1200 E, Suite 106, PO Box 526297		CITY Salt Lake City	STATE UT	POSTAL CODE 84105
COUNTRY 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 Life Insurance Company of the Southwest				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS One National Life Drive		CITY Montpelier	STATE VT	POSTAL CODE 05604
COUNTRY USA				

4. COLLATERAL: This financing statement covers the following collateral:
See Exhibit A attached hereto and incorporated herein.

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 <u>only</u> if applicable and check <u>only</u> 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 <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
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7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor. Seller/Buyer Bailee/Bailor. Licensee/Licensors.

8. OPTIONAL FILER REFERENCE DATA:
57347209 210746

OLYMPUS HILLS SHOPPING

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 Olympus Hills Shopping Center, Ltd.	
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):

13. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:
 covers timber to be cut covers as-extracted collateral 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:
Parcel ID:
 16-36-351-005, 16-36-351-006, 16-36-351-009,
 16-36-351-010, 16-36-351-011, 16-36-351-025,
 16-36-351-026, 16-36-351-027, 16-36-351-028 and
 16-36-351-029

 See Exhibit A attached hereto and incorporated herein.

For purpose of this Financing Statement, the term "Collateral" means and includes each and all of the following types or items of Property now or hereafter owned by the Debtor and in any way pertaining to the parcel of land ("Land"), situate at:

3950 South Wasatch Boulevard, Salt Lake City, Salt Lake County, UT 84124

1. All right, title and interest of Debtor, now owned or hereafter acquired; in and to any and all tenements, hereditaments and appurtenances belonging or in any way appertaining to the Land, including: utilities, sewer rights, water courses, water rights and powers, streets, ways, roads, avenues, alleys, rights of way, or passages, easements; vaults, strips or gores, air rights, parking areas, common areas, public places; other facilities (public or private, opened or proposed) located adjacent to or adjoining the Land; leasehold estates, covenants now existing or hereafter created for the benefit of the Land or for the benefit of Debtor or any subsequent owner or tenant of the Land; development agreements, reciprocal rights agreements and all other rights, liberties and privileges of any kind or character existing for the benefit of the Land or any part thereof, and any after-acquired title or reversion in and to any of the same; and all rights to enforce the maintenance thereof ("**Appurtenances**");
2. All right, title and interest of Debtor in and to any and all buildings and other improvements now or hereafter erected on the Land, and the fixtures, attachments, appliances, equipment, machinery, and other articles attached to said buildings and improvements ("**Improvements**") (the Land, Appurtenances and Improvements are collectively referred to as the "**Real Property**");
3. All right, title and interest of Debtor in and to all leasehold estates, space leases, ground leases, tenancies, subleases, licenses, concessions, franchises or other occupancy agreements, and all amendments to and extensions of, any of the same, now existing or hereafter entered into, and all rights, and interests of Debtor in any guaranty of a tenant's obligations, all cash or security deposits, advance rentals, and other deposits or payments, income, issues and profits, and all other rights under existing and future leases and other tenancies of the said Real Property or Improvements or any portion thereof ("**Leases**");
4. All right, title and interest of Debtor in and to all existing and future rents, issues, profits, royalties, income, reimbursements, reversions, remainders, security deposits, all other deposits, and all other benefits derived from the Real Property ("**Rents**");
5. All right, title and interest of Debtor in all materials intended for construction, reconstruction, alteration and repair of the Improvements ("**Construction and Repair Materials**") all of which materials shall be deemed to be included within the Collateral;
6. All right, title and interest of Debtor in and to all goods, inventory, equipment, machinery, furniture, fixtures and other articles of tangible personal property of every kind and nature, now or hereafter located in, on or about the Real Property, and used or usable in connection with the present or future operation of the Real Property, whether or not the same are or will be attached to said Real Property in any manner, including all elements of landscaping; all elements of the exterior and interior decor of the Improvements (including works of art); all goods; tools, machinery; equipment; apparatus; fittings; motors; radiators; fans; blowers; exterior awnings; draperies and drapery rods, brackets and associated hardware, interior awnings, venetian blinds, curtains; shades and other window coverings; screens; storm windows and doors; wall safes; rugs, carpeting and other floor coverings; air conditioners; window and structural cleaning rigs; entertainment and recreational equipment and accessories (including exercise equipment and accessories); stoves; refrigerators and refrigeration systems; dishwashers; freezers; disposal units; range hoods; appliances and cooking, preparation and serving equipment of every nature; all laundry equipment; signs and all signage systems; all heating, ventilating and air conditioning equipment; all power and lighting fixtures and equipment, including chandeliers and lamps; all fire prevention and extinguishing equipment; all plumbing, incinerating, and sprinkler equipment and fixtures; all elevators and escalators; all communication and electronic monitoring equipment (including all types of alarm systems); all items of indoor or outdoor furniture and other furnishings; parking ticket dispensing and validation equipment; cash registers; time clocks; equipment used in connection with maintenance, exclusion of vermin or insects, and removal of dust, refuse or garbage; maintenance, janitorial and other supplies; Debtor's books and records with respect to the Property; meaning hereby to include all property used or useful in the operation, maintenance and protection of the Property and all renewals or replacements thereof or articles in substitution therefor, including insurance proceeds, and, furthermore, intending to include equipment and facilities of all kinds which constitute fixtures under law as the same may be amended, and all replacements and substitutions therefor ("**FF&E**");
7. All right, title and interest of Debtor in and to (i) all policies of insurance, and all rights of owner and insured under those policies including, without limitation, the right to assign ownership, the right to designate the insured, the right to receive refunds of premiums in the event of overpayment or cancellation, and the right to

- demand, collect, receive and give receipt for all proceeds of every nature; (ii) all policies of insurance provided by any tenant in connection with such tenant's occupancy of premises at the Property; (iii) except as otherwise specifically set forth herein or in any of the other Loan Documents, all insurance payments and proceeds heretofore paid and hereafter to be paid by reason of any loss of income from the Real Property, including, but not limited to, any use or occupancy loss, business interruption or interruption of rental payments under any lease, prepaid premiums or unearned premiums, accrued or accruing; (iv) all compensation or other payments accruing for the benefit of Debtor or the Property under any casualty or title insurance policy; (v) all proceeds and payments received or receivable from any third party as a result of any casualty or damage to the Property; (vi) all proceeds of the sale or disposition of the Property or the conversion, voluntary or involuntary, of any of the Property into cash or liquidated claims; and (vii) except as otherwise specifically set forth herein or in any of the other Loan Documents, and any and all awards, compensation, damages, rights of action and other payments or relief accruing for the benefit of Debtor or the Property from any Governmental Authority for any reason including any Condemnation, eminent domain or by any proceeding or purchase in lieu thereof, ~~any awards~~ resulting from a change of grade of streets and awards of severance damages of the whole or any part of the Real Property, including any consequential damages resulting therefrom ("**Proceeds**");
8. All right, title and interest of Debtor in all licenses, franchises, certifications, authorizations, approvals and permits of every nature that are useful in any way in the operation of the Real Property and the Improvements, issued or approved by any Governmental Authority or other person, including, without implied limitation, certificates of occupancy, occupancy permits, building permits, sign permits, environmental permits, elevator permits, machinery permits, business licenses, ingress and egress permits, all amounts paid for the use and occupancy of the Real Property herein described, governmental awards, credits, refunds, rebates, zoning credits, refunds are rebates under environmental laws, impact fee credits, and all proceeds thereof ("**Permits**");
 9. All right, title and interest of Debtor in all claims and causes of action which may now or hereafter exist on account of physical damage to the Real Property or the Improvements ~~or injury to business operations,~~ or otherwise, such causes of action that relate to the use, operation, maintenance, occupancy or enjoyment of the Real Property or Improvements, together with the right to bring suit upon any such claim, to effect settlements, and to collect the proceeds, including any consequential damages, resulting therefrom ("**Claims**");
 10. All right, title and interest of Debtor in and to: (i) any tenants in common agreement, including, but not limited to, any rights of first refusal or purchase options of interests in Debtor or ~~the Property~~; (ii) contracts, subcontracts, payment and performance bonds; (iii) service, maintenance, operating, repair and other contract rights and commitments; (iv) licenses, permits, designs, surveys, plans and specifications; (v) management, and other agreements now or hereafter existing; (vi) equipment leases, conditional sale contracts and all rights and options of Debtor thereunder, including, without implied limitation, the right to renew or extend the term of any such contract or to purchase the leased equipment; and (vii) ~~guaranties and warranties and other assurances of performance;~~ (viii) agreements with contractors, materialmen, laborers, managers and other persons providing for the construction, renovation or installation of all or portions of the Improvements, All payment and/or performance bonds, insurance policies, certificates and other assurances relating thereto; (ix) agreements with architects and engineers for design and supervision services; (x) agreements with all other contractors, engineers, architects, property managers, brokers, professionals and consultants entered into by Debtor or any predecessor in title to Debtor relating to the Real Property or the Improvements; (xi) utility contracts; (xii) the right, at Secured Party's election, to assume any contracts for the sale or financing of the Real Property; and (xiii) all modifications and amendments and replacements of all of the above ("**Contracts**");
 11. All right, title and interest of Debtor in and to: all deposit accounts; security and other deposits (including tenants' security deposits); utility security deposit accounts and other accounts established as security for the fulfillment of any obligation of Debtor or affiliate of Debtor in connection with the Real Property; funds (including funds received for the use of parking spaces); instruments; accounts receivable; documents and general intangibles arising out of or used in connection with the operation of the Property; and all notes and chattel paper arising from or by virtue of any transaction related to the Property, and in and to all reserve or escrow funds or accounts now or hereafter established pursuant to the Loan Documents ("**Accounts**");
 12. All right, title and interest of Debtor in and to: (i) all trade names, royalties, trademarks, servicemarks, logos, copyrights, goodwill, books and records, and all other general intangibles specific to or used in connection with the operation of the Property and all right, title and interest of Debtor in and to all refunds, rebates or credits in connection with a reduction in, abatement or deferral of or other agreement changing any Impositions; (ii) ~~guaranties and warranties;~~ and (iii) all intangible personal property used or useable in the construction, renovation, ownership, management, marketing or operation of the Real Property and improvements herein described or any part thereof and all replacements, additions or accessions thereto, including without implied limitation, Debtor's right, title and interest in all goodwill, logos, designs, trade names, trademarks, service marks, copyrights, marketing and

advertising materials, books and records and general intangibles (in all record formats, paper and electronic), option rights, licenses, purchase contracts, financing contracts, accounts, contract rights, instruments, chattel paper and other rights of Debtor for payment of money for property sold or lent, for services rendered, for money lent or for advances or deposits made, and any other intangible property of Debtor related to the Real Property or the Improvements ("**Intangibles**");

13. All right, title and interest of Debtor in and to surveys, plans, specifications, designs, drawings, and materials prepared for any construction on the Real Property ("**Plans**");
14. All right, title and interest of Debtor in and to all water and water rights (whether riparian, appropriative, or otherwise and whether or not appurtenant), pumps and pumping stations used in connection therewith and all shares of stock or permits evidencing the same ("**Water Rights**");
15. All right, title and interest of Debtor in all oil, gas, mineral rights and all other rights and interests of every nature related thereto now or hereafter appurtenant to the said Real Property ("**Mineral Rights**");

All of the above mentioned Appurtenances, Improvements, Leases, Rents, Construction and Repair Materials, FF&E, Proceeds, Permits, Claims, Contracts, Accounts, Intangibles, Plans, Water Rights and Mineral Rights, and the balance of the entire estate, property and interest therein owned by the Secured Party are collectively referred to as the "**Property**."

**SCHEDULE A
DESCRIPTION OF LAND**

Lots 72 and 73, MT. OLYMPUS ACRES SUBDIVISION, excepting therefrom the East 10 feet of Lot 73, according to the official plat thereof, recorded February 27, 1954 as Entry No. 1362518 in Book N of Plats at Page 82, Salt Lake County Recorder's office.

ALSO: Lots 71, 120, 121 and a portion of Lot 122 and vacated street Mt. Olympus Acres Subdivision, more particularly described as follows:

Beginning at the Northwest corner of Lot 121, Mt. Olympus Acres Subdivision, in part of the Southwest quarter of Section 36, Township 1 South, Range 1 East, Salt Lake Base and Meridian and running thence South 80°00' East 102.14 feet; thence North 167.73 feet; thence West 100.00 feet; thence North 00°13'44" East 750.19 feet to a point of a 25.00 foot radius curve to the right; thence Northeasterly along the arc of said curve 39.17 feet to a point of tangency; thence East 301.03 feet to a point of a 300.00 foot radius curve to the right; thence Southeasterly along the arc of said curve 246.09 feet; thence South 47° West 147.18 feet; thence South 42° East 335.76 feet; thence South 16°30' West 424.84 feet; thence South 19°00' East 313.45 feet; thence North 68°00' West 203.00 feet; thence South 22° West 27.00 feet; thence North 68°00' West 58.00 feet; thence North 22° East 27.00 feet; thence North 68°00' West 226.99 feet; thence South 22°00' West 140.41 feet to a point on a curve to the left, the center of which is South 19°06' West 316.00 feet; thence Northwesterly along the arc of said curve 50.19 feet to a point of tangency; thence North 80°00' West 75.86 feet to a point of a 25.00 foot radius curve to the right; thence Westerly and Northerly along the arc of said curve 35.84 feet to a point of a reverse curve to the left, the center of which is North 87°52'20" West 1959.86 feet; thence Northeasterly along the arc of said curve 64.95 feet to a point of tangency; thence North 00°13'44" East 55.06 feet to the point of beginning.

The entirety of the above property may also be described as follows:

Beginning at a point, said point being the Northwest corner of Lot 121, Mt. Olympus Acres Subdivision, said point also lying on the Easterly right of way line of Wasatch Boulevard and being North 814.09 feet and East 53.25 feet from the Southwest corner of Section 36, Township 1 South, Range 1 East of the Salt Lake Base and Meridian; thence South 80°00' East 102.14 feet; thence North 167.73 feet; thence West 100.0 feet; thence North 00°13'44" East 750.19 feet to a point of a 25.00 foot radius curve to the right; thence Northeasterly along the arc of said curve 39.17 feet to a point of tangency; thence East 301.03 feet to a point of a 300.00 foot radius curve to the right; thence Southeasterly along the arc of said curve 329.87 feet to the point of a reverse curvature of a 216.00 foot radius curve to the left; thence along the arc of said curve 80.49 feet; thence South 39°00' West 132.58 feet; thence South 42°00' East 154.92 feet; thence South 16°30' West 424.84 feet; thence South 19°00' East 313.45 feet; thence North 68°00' West 203.00 feet; thence South 22°00' West 27.00 feet; thence North 68°00' West 58.00 feet; thence North 22°00' East 27.00 feet; thence North 68°00' West 226.99 feet; thence South 22°00' West 140.41 feet to a point on the Northerly right of way line of Apollo Drive, said point also being a point on a 316.00 foot radius curve to the left, the bearing to the center of said curve being South 19°06' West 316.00 feet; thence Northwesterly along the arc of said curve 50.19 feet to a point of tangency; thence North 80°00' West 75.86 feet, to a point of a 25.0 foot radius curve to the right; thence along the arc of said curve 35.84 feet to a point of a reverse curve to the left, the center of which is North 87°52'20" West 1959.86 feet; thence Northeasterly along the arc of said curve 64.95 feet to a point of tangency; thence North 00°13'44" East 55.06 feet to the point of beginning.