

13 12

UCC FINANCING STATEMENT

#104099-6W

1972027



FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Winston & Strawn  
200 Park Avenue  
New York, New York 10166

Attn: Lydia Coplin-Rechani

PARCEL # 11-300-0003  
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  
HARRISVILLE-ROGERS, L.C.

OR  
1b. INDIVIDUAL'S LAST NAME

FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS  
127 South 500 East, Suite 100  
CITY: Salt Lake City STATE: Utah POSTAL CODE: 84102 COUNTRY: USA

1d. **SEE INSTRUCTIONS** ADD'L INFO RE ORGANIZATION DEBTOR 47-0877166 1e. TYPE OF ORGANIZATION limited liability company 1f. JURISDICTION OF ORGANIZATION Utah 1g. ORGANIZATIONAL ID #, if any 5145785-0160  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 COUNTRY

2d. **SEE INSTRUCTIONS** ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any  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  
CIBC INC., a Delaware corporation

OR  
3b. INDIVIDUAL'S LAST NAME

FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS  
622 Third Avenue, 10th Floor  
CITY: New York STATE: NY POSTAL CODE: 10017 COUNTRY: USA

4. This FINANCING STATEMENT covers the following collateral:

See Schedule A attached hereto  
File with the Secretary of State of Utah

E# 1972027 PG 1 OF 13  
DUGG CROFTS, WEBER COUNTY RECORDER  
05-SEP-03 1103 AM FEE \$34.00 DEP SGC  
REC FOR: BONNEVILLE.TITLE

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 (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum  (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)  All Debtors  Debtor 1  Debtor 2  (ADDITIONAL FEE)

8. OPTIONAL FILER REFERENCE DATA

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

**A. NAME & PHONE OF CONTACT AT FILER (optional)**

**B. SEND ACKNOWLEDGMENT TO: (Name and Address)**

Winston & Strawn  
 200 Park Avenue  
 New York, New York 10166

Attn: Lydia Coplin-Rechani

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 HARRISVILLE-ROGERS, L.C.				
OR	1b. INDIVIDUAL'S LAST NAME			
1c. MAILING ADDRESS 127 South 500 East, Suite 100		CITY Salt Lake City	STATE Utah	POSTAL CODE 84102
1d. SEE INSTRUCTIONS 47-0877166		1e. TYPE OF ORGANIZATION limited liability company	1f. JURISDICTION OF ORGANIZATION Utah	1g. ORGANIZATIONAL ID #, if any 5145785-0160 <input 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			
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 or TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)**

3a. ORGANIZATION'S NAME CIBC INC., a Delaware corporation				
OR	3b. INDIVIDUAL'S LAST NAME			
3c. MAILING ADDRESS 622 Third Avenue, 10th Floor		CITY New York	STATE NY	POSTAL CODE 10017

**4. This FINANCING STATEMENT covers the following collateral:**

See Schedule A attached hereto  
 File with the Secretary of State of Utah

5. ALTERNATIVE DESIGNATION (if applicable)	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (or record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)		<input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2			
8. OPTIONAL FILER REFERENCE DATA						

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

NY:802790.1

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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.

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 PGS OF 13

NY:802790.1

**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.

11-300-0003F

E# 1972027 PG6 OF 13

NY:802790.1

UCC FINANCING STATEMENT

# 104029-62

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Winston & Strawn  
200 Park Avenue  
New York, New York 10166

Attn: Lydia Coplin-Rechani

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  
HARRISVILLE-ROGERS, L.C.

OR  
1b. INDIVIDUAL'S LAST NAME

1c. MAILING ADDRESS  
127 South 500 East, Suite 100

1d. SEE INSTRUCTIONS  
47-0877166

ADD'L INFO RE ORGANIZATION DEBTOR

1e. TYPE OF ORGANIZATION  
limited liability company

1f. JURISDICTION OF ORGANIZATION  
Utah

1g. ORGANIZATIONAL ID #, if any  
5145785-0160

CITY  
Salt Lake City

FIRST NAME

MIDDLE NAME

SUFFIX

STATE  
Utah

POSTAL CODE  
84102

COUNTRY  
USA

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

2c. MAILING ADDRESS

2d. SEE INSTRUCTIONS

ADD'L INFO RE ORGANIZATION DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

CITY

FIRST NAME

MIDDLE NAME

SUFFIX

STATE

POSTAL CODE

COUNTRY

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  
CIBC INC., a Delaware corporation

OR  
3b. INDIVIDUAL'S LAST NAME

3c. MAILING ADDRESS  
622 Third Avenue, 10th Floor

CITY  
New York

FIRST NAME

MIDDLE NAME

SUFFIX

STATE  
NY

POSTAL CODE  
10017

COUNTRY  
USA

4. This FINANCING STATEMENT covers the following collateral:

See Schedule A attached hereto  
File with the Weber County Clerk's Office, Utah

E# 1972027 PG7 OF 13

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 (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum.  Check to REQUEST SEARCH REPORT(S) on Debtor(s) if applicable.  ADDITIONAL FEE (optional)

7. All Debtors  Debtor 1  Debtor 2

8. OPTIONAL FILER REFERENCE DATA

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

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B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Winston & Strawn  
 200 Park Avenue  
 New York, New York 10166

Attn: Lydia Coplin-Rechani

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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  
 HARRISVILLE-ROGERS, L.C.

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS  
 127 South 500 East, Suite 100

CITY Salt Lake City	STATE Utah	POSTAL CODE 84102	COUNTRY USA
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1d. SEE INSTRUCTIONS  
 47-0877166

ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION limited liability company	1f. JURISDICTION OF ORGANIZATION Utah	1g. ORGANIZATIONAL ID #, if any 5145785-0160	<input type="checkbox"/> NONE
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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	COUNTRY

2d. SEE INSTRUCTIONS

ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any	<input type="checkbox"/> NONE
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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  
 CIBC INC., a Delaware corporation

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME	MIDDLE NAME	SUFFIX

3c. MAILING ADDRESS  
 622 Third Avenue, 10th Floor

CITY New York	STATE NY	POSTAL CODE 10017	COUNTRY USA
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4. This FINANCING STATEMENT covers the following collateral:  
 See Schedule A attached hereto

File with the Weber County Clerk's Office, Utah

ET 1972027 PGS OF 13

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 [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum.  7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [if applicable] (ADDITIONAL FEE)  All Debtors  Debtor 1  Debtor 2

8. OPTIONAL FILER REFERENCE DATA



**UCC FINANCING STATEMENT ADDENDUM**

**FOLLOW INSTRUCTIONS (front and back) CAREFULLY**

**9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT**

9a. ORGANIZATION'S NAME		
HARRISVILLE-ROGERS, L.C., a Utah limited liability company		
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME
		MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

**11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names**

11a. ORGANIZATION'S NAME			
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME
			SUFFIX
11c. MAILING ADDRESS		CITY	STATE
		POSTAL CODE	COUNTRY
11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION
			11g. ORGANIZATIONAL ID #, if any
			<input type="checkbox"/> NONE

**12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)**

12a. ORGANIZATION'S NAME			
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME
			SUFFIX
12c. MAILING ADDRESS		CITY	STATE
		POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers  timber to be cut or  as-extracted collateral, or is filed as a  fixture filing.

14. Description of real estate:  
See Schedule A attached hereto

16. Additional collateral description:

E# 1972027 PG9 OF 13

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.  
Debtor is a  Trust or  Trustee acting with respect to property held in trust or  Decedent's Estate

18. Check only if applicable and check only one box.  
 Debtor is a TRANSMITTING UTILITY  
 Filed in connection with a Manufactured-Home Transaction — effective 30 years  
 Filed in connection with a Public-Finance Transaction — effective 30 years

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

(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.

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 PG12 OF13

NY:802790.1

**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.

*11-300-0003F*