

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Thomas G. Bagley Jr</b>
B. E-MAIL CONTACT AT FILER (optional) <b>tbagley@hbaa.law</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <b>Hansen Black Anderson Ashcraft PLLC Attn: Thomas G. Bagley Jr. 3051 West Maple Loop Drive, Suite 325 Lehi, Utah 84043</b>

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 <b>Hawthorne Estate Investment LLC</b>				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS <b>13696 South Sedona Ct.</b>				
	CITY <b>Herriman</b>	STATE <b>UT</b>	POSTAL CODE <b>84096</b>	COUNTRY <b>USA</b>

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 <b>Parkview Ventures LC</b>				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS <b>3135 South Richmond Street</b>				
	CITY <b>Salt Lake City</b>	STATE <b>UT</b>	POSTAL CODE <b>84106</b>	COUNTRY <b>USA</b>

4. COLLATERAL: This financing statement covers the following collateral:  
**See Exhibit A attached.**

5. Check <u>only</u> if applicable and check <u>only</u> 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 <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	
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:			

### 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	
<b>Hawthorne Estate Investment LLC</b>	
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:

**See Exhibit A Attached.**

17. MISCELLANEOUS:

Exhibit A to UCC-1 Financing Statement

[Description of Collateral]

All of Debtors right, title and interest, if any, in the following described collateral:

All buildings, structures and other improvements and tenements of any nature now or hereafter located on that certain real property (the **Real Property**) located in Tooele County, Utah, as more particularly described in a Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing of even date herewith between, among others, Debtor and Secured Party (**Improvements**);

All fixtures, machinery, equipment, mobile homes, trailers, furniture, furnishings, building materials, appliances, apparatus, communications and utility systems and facilities, landscaping and goods, articles and accessions of property of every nature now or hereafter located in or on, or used or adapted for use or intended to be used or adapted to be used in connection with the ownership, development, operation or maintenance of the Real Property and the Improvements, not physically affixed to the Real Property and Improvements (whether such items are leased, owned or subject to any title-retaining or security instrument); all heating, cooling, air-conditioning, ventilating, refrigerating, plumbing, generating, power, lighting, laundry, maintenance, incinerating, lifting, cleaning, fire prevention and extinguishing, security and access control, cooking, gas, electric and communication fixtures, equipment and apparatus; all engines, motors, conduits, pipes, pumps, tanks, ducts, compressors, boilers, water heaters and furnaces; all ranges, stoves, disposals, refrigerators and other appliances; all escalators and elevators, baths, sinks, cabinets, partitions, mantels, built-in mirrors, window shades, blinds, screens, awnings, storm doors, windows and sashes; all carpeting, underpadding, floor covering, paneling, and draperies; all furnishings of public spaces, halls and lobbies; and all shrubbery and plants;

All rents, issues, profits, income, royalties, fees, proceeds from any sale, leasing, refinancing, condemnation (temporary or permanent) or other disposition of all or any portion of or interest in the Property (as defined below) and other proceeds and revenues of any nature of, from or relating to the Property or any business conducted thereon, including those now due, past due and to become due (collectively, **Revenues**);

All existing and future leases (including oil and gas leases), subleases, tenancies, occupancy agreements, licenses and other agreements for the use or occupancy of all or any portion of or interest in the Real Property, whether written or oral, and any guarantees thereof, together with any and all extensions, modifications, amendments, assignments and renewals thereof, and all cash, letters of credit, security deposits, or other security to secure performance by the lessees or tenants of their obligations thereunder, whether such cash or security is to be held until the expiration of the terms of such leases or applied to one or more of the installments of rent coming due prior to the expiration of the term thereof (collectively, the **Leases**);

All existing and future real estate purchase agreements and other agreements for the sale of all or any portion of or interest in the Real Property, together with any and all extensions, modifications, amendments, assignments and renewals thereof, and all cash or other earnest money deposited to secure performance by the purchaser of their obligations thereunder, whether such cash or security is to be held until the closing of such transactions or released prior to the closing of such transaction (collectively, the **Purchase Agreements**);

All insurance and insurance policies insuring the Real Property or any activity thereon or part thereof or interest therein (including fire and extended coverage, public liability, workers compensation, builders risk, flood, and earthquake insurance policies, if any) and all proceeds of such insurance policies; all

claims, awards, damages, causes of action, actions, judgments, recoveries, compensation, awards and proceeds arising on account of injury or damage to or taking of all or any part of the Real Property or for any loss or diminution in value of the Property; all advance payments of insurance premiums made by Debtor with respect to the Property; all deposits made with or other security given by Debtor to governmental authorities, utility companies and other third parties with respect to the Property; all claims or demands with respect to such deposits or security; and all right to refunds or rebates of any such insurance premiums or deposits, taxes or assessments on the Property;

All licenses, approvals, and permits, including land use, zoning, subdivision, and/or site plan applications and approvals, conditional use permits, building permits, etc. submitted to, approved by, or issued from any governing governmental authority having jurisdiction over the Real Property (collectively, the **Permits**), contracts, management contracts or agreements, franchise agreements, building, occupancy and other governmental and non-governmental permits, authorizations, consents and certificates acquired or used in connection with the construction, use, ownership, operation, occupancy, maintenance, repair, improvement or development of, or conduct of business on, the Real Property;

Any and all contracts, architectural and engineering agreements, management agreements, construction contracts, construction guarantees and warranties, material supply contracts, contracts with consultants, engineers, surveyors, appraisers, and other professionals related to the performance of any surveys, studies, reports, management, and services pertaining to the Real Property, including all performance, payment, completion and other surety bonds (**Property Contracts**);

All of Debtors assets, including, without limitation, tangible and intangible personal property now or hereafter used, acquired in connection with or in any way arising out of or related to the ownership, development, operation or maintenance of the Real Property and the Improvements, including, without limitation, all furniture, furnishings, equipment, supplies, inventory and other goods, wherever located, whether in the possession of Debtor, warehousemen, bailee or any other person; all permits, licenses, franchises and trade names; all site plans, plats, architectural plans, specifications, work drawings, surveys, engineering reports, topographical studies, test borings, market surveys, and other similar work products; all contract rights and all claims, causes of action, warranties, accounts receivable, escrow accounts, insurance policies, deposits (including tax, insurance and other reserves), instruments, documents of title, general intangibles and business records, and all other personal property, whether tangible or intangible, wherever located and used or to be used in any way in connection with, or in any way relating to, the Real Property or the construction, ownership, use, management, operation, occupancy, leasing, maintenance, repair, improvement, or development of, or conduct of business on, the Real Property, whether now owned or hereafter acquired or created (including, books and records, equipment, inventory, goods, documents, instruments, general intangibles, chattel paper, accounts, accounts receivable, deposit accounts, and contract rights, as all such terms are used in the Utah Uniform Commercial Code) (collectively, **Personal Property**);

All warranties, guarantees, and, to the extent assumed by Borrower, service contracts and other agreements, relating to the operation of the Real Property and the Personal Property (the **Service Contracts**);

The right to use any trade name now used in connection with the Real Property and phone numbers used by Borrower in connection with the Real Property;

All present and future monetary deposits given to any public or private utility with respect to utility services furnished to the Real Property or the Improvements;

All supplements, modifications and amendments to any of the foregoing; all substitutions, replacements, additions, and accessions to any and all of the foregoing; any of the foregoing hereafter acquired by Debtor;

Any and all interests, stock, shares, or membership in any community association, water or canal company, or any other entity in which Debtor owns or holds an interest as a result of its ownership of the Real Property; and

All proceeds (including claims and demands therefor) of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, the insurance proceeds and condemnation awards, and all proceeds of all of the foregoing.

The Real Property and all of the items described in the preceding paragraphs above are hereinafter referred to collectively as the **Property**.

Exhibit B to UCC-1 Financing Statement

THE LAND REFERRED TO HEREIN IS SITUATED IN TOOELE COUNTY, UTAH, AND IS DESCRIBED AS FOLLOWS:

## PARCEL 1:

Proposed HAWTHORN ESTATES PHASE 1, SUBDIVISION, more particularly described as follows:

A parcel of land lying and situate in the Northeast quarter of Section 35, Township 2 South, Range 6 West, Salt Lake Base and Meridian, Grantsville City, Tooele County, Utah. Comprising a 9.41 acre portion of that particular parcel of land described in that certain Warranty Deed recorded as Entry No. 451002 of the Tooele County Records. Basis of bearing for subject parcel being North 01°00'14" West 2,643.88 feet (measured) between the Tooele County brass cap monuments monumentalizing the East line of the Northeast quarter of said Section 35. Subject parcel being more particularly described as follows:

Commencing at the Tooele County brass cap monument monumentalizing the East quarter corner of said Section 35; thence North 01°00'14" West 1,151.40 feet coincident with the East line of the Northeast quarter of said Section 35; thence South 88°59'46" West 891.35 feet to the true point of beginning; thence the following three (3) courses coincident with the West boundary of Little Reno Estates, Phase 1, 1) South 00°38'32" East 442.66 feet; 2) North 89°21'28" East 256.00 feet; 3) South 00°38'32" East 322.50 feet; thence departing said subdivision South 89°21'28" West 100.00 feet; thence North 88°19'10" West 66.05 feet; thence South 89°04'55" West 100.00 feet; thence North 00°38'32" West 32.54 feet; thence North 66°51'11" West 99.99 feet; thence South 87°52'48" West 86.32 feet; thence South 35°22'00" West 20.90 feet; thence South 89°21'34" West 67.71 feet; thence North 00°38'29" West 80.00 feet; thence South 89°21'31" West 115.84 feet; thence South 86°32'10" West 66.06 feet; thence South 89°00'19" West 100.00 feet; thence North 00°59'41" West 240.00 feet; thence South 89°00'19" West 31.75 feet; thence North 00°59'41" West 231.83 feet; thence North 89°04'49" East 324.33 feet; thence North 02°39'03" East 160.15 feet; thence North 89°21'28" East 250.37 feet to the point of beginning.

## PARCEL 2:

Proposed HAWTHORN ESTATES PHASE 2, SUBDIVISION, more particularly described as follows:

A parcel of land lying and situate in the Northeast quarter of Section 35, Township 2 South, Range 6 West, Salt Lake Base and Meridian, Grantsville City, Tooele County, Utah. Comprising a 5.02 acre portion of that particular parcel of land described in that certain Warranty Deed recorded as Entry No. 451002 of the Tooele County Records. Basis of bearing for subject parcel being North 01°00'14" West 2,643.88 feet (measured) between the Tooele County brass cap monuments monumentalizing the East line of the Northeast quarter of said Section 35. Subject parcel being more particularly described as follows:

Commencing at the Tooele County brass map monument monumentalizing the East quarter corner of said Section 35; thence South 89°04'55" West 202.59 feet coincident with the South line of the Northeast quarter of said Section 35 to the true point of beginning; thence continuing coincident with said quarter section line South 89°04'55" West 843.30 feet; thence departing said section line North 00°55'05" West 33.00 feet to a number five rebar and cap stamped "PLS 356548"; thence North 33°59'49" West 106.01 feet to a number five rebar and cap stamped "PLS 356548"; thence North 13°01'10" West 81.90 feet to a number five rebar and cap stamped "PLS 356548"; thence North 24°13'55" West 87.30 feet to a number

five rebar and cap stamped "PLS 356548"; thence North 00°38'24" West 80.00 feet to a number five rebar and cap stamped "PLS 356548"; thence North 35°22'00" East 119.80 feet to the Southeast corner of Lot 115, Hawthorn Estates Phase 1 and a number five rebar and cap stamped "PLS 356548"; thence the following six (6) courses coincident with the South boundary of said Hawthorn Estates Phase 1, 1) North 87°52'48" East 86.32 feet; 2) South 66°51'11" East 99.99 feet; 3) South 00°38'32" East 32.54 feet; 4) North 89°04'55" East 100.00 feet; 5) South 88°19'10" East 66.05 feet; 6) North 89°21'28" East 100.00 feet to the Southeast corner of Lot 111 of said Hawthorn Estates and a point on the West boundary of Little Reno Estates Subdivision, Phase 1; thence the following two (2) courses coincident with said West boundary 1) South 00°38'32" East 330.74 feet to the Southwest corner of Lot 32 of said Phase 1; 2) North 89°04'52" East 440.01 feet; thence departing said Phase 1 boundary South 00°38'32" East 52.94 feet to the point of beginning.

**PARCEL 3:**

Proposed HAWTHORN ESTATES PHASE 3, SUBDIVISION, more particularly described as follows:

A parcel of land lying and situate in the Northeast quarter of Section 35, Township 2 South, Range 6 West, Salt Lake Base and Meridian, Grantsville City, Tooele County, Utah. Comprising a 3.53 acre portion of that particular parcel of land described in that certain Warranty Deed recorded as Entry No. 451002 of the Tooele County Records. Basis of bearing of subject parcel being North 01°00'14" West 2,643.88 feet (measured) between the Tooele County brass cap monuments monumentalizing the East line of the Northeast quarter of said Section 35. Subject parcel being more particularly described as follows:

Commencing at the Tooele County brass cap monument monumentalizing the East quarter corner of said Section 35; thence South 89°04'55" West 1,045.88 feet coincident with the South line of the Northeast quarter of said Section 35 to the true point of beginning; thence continuing coincident with said quarter section line South 89°04'55" West 328.04 feet; thence departing said section line North 00°55'05" West 119.71 feet to a number five rebar and cap stamped "PLS 356548"; thence North 25°55'17" West 88.22 feet to a number five rebar and cap stamped "PLS 356548"; thence North 20°03'09" West 84.64 feet to a number five rebar and cap stamped "PLS 356548"; thence North 05°35'34" West 80.26 feet to a number five rebar and cap stamped "PLS 356548"; thence North 00°59'41" West 160.00 feet to the Southwest corner of Lot 117, Hawthorn Estates Phase 1 and a number five rebar and cap stamped "PLS 356548"; thence the following four (4) courses coincident with the South boundary of said Hawthorn Estates Phase 1, 1) North 89°00'19" East 100.00 feet; 2) North 86°32'10" East 66.06 feet; 3) North 89°21'31" East 115.84 feet; 4) South 00°38'29" East 80.00 feet; 5) North 89°21'34" East 67.71 feet to a point on the West boundary of Lot 130 Hawthorn Estates, Phase 2; thence the following six (6) courses coincident with said West boundary line, 1) South 35°22'00" West 98.90 feet; 2) South 00°38'24" East 80.00 feet; 3) South 24°13'55" East 87.30 feet; 4) South 13°01'10" East 81.90 feet; 5) South 33°59'49" East 106.01 feet; 6) South 00°55'05" East 33.00 feet to the point of beginning.

ASSESSOR'S TAX PARCEL NO.: 01-065-0-0045; 01-065-0-0046; and 01-065-0-0047