

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) J. Lawrence McCormley 602-255-6000
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) J. Lawrence McCormley c/o Tiffany & Bosco, P.A. 2525 East Camelback, Seventh Floor Phoenix, AZ 85016

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 LV Benloch, LLC	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

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	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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 Pathfinder Crismon, LLC	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 21 E. 6th Street, Suite 706	CITY Tempe	STATE AZ	POSTAL CODE 85281	COUNTRY USA

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

SEE ATTACHED EXHIBIT "B" FOR COLLATERAL DESCRIPTION, WHICH COLLATERAL IS RELATED TO OR SHALL BE LOCATED ON THAT REAL PROPERTY DESCRIBED IN THE ATTACHED EXHIBIT "A".

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 only if applicable and check only one box:
 Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
 Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

Utah Secretary of State

EXHIBIT A
(LEGAL DESCRIPTION)

4T10979 / 23773-029

EXHIBIT A

**Property Address: 4132 East Harris Way, Phase 1A Lot 123, Heber City, UT 84032
4041 East Harris Way, Phase 1A Lot 148, Heber City, UT 84032
4047 East Harris Way, Phase 1A Lot 149, Heber City, UT 84032
3995 East Harris Way, Phase 1A Lot 150, Heber City, UT 84032**

LEGAL DESCRIPTION:

ALL OF LOT 123, 148, 149, 150 BENLOCH RANCH PHASE 1A, ACCORDING TO THE OFFICIAL PLAT THEREOF.

TOGETHER WITH: (A) THE UNDIVIDED OWNERSHIP INTEREST IN SAID CONDOMINIUM PROJECT'S COMMON AREAS AND FACILITIES WHICH IS APPURTENANT TO SAID UNIT (THE REFERENCED DECLARATION MAY PROVIDE FOR PERIODIC ALTERATION BOTH IN THE MAGNITUDE OF SAID UNDIVIDED OWNERSHIP INTEREST AND IN THE COMPOSITION OF THE COMMON AREAS AND FACILITIES TO WHICH SAID INTEREST RELATES); (B) THE EXCLUSIVE RIGHT TO USE AND ENJOY EACH OF THE LIMITED COMMON AREAS WHICH IS APPURTENANT TO SAID UNIT, AND (C) THE NONEXCLUSIVE RIGHT TO USE AND ENJOY THE COMMON AREAS AND FACILITIES INCLUDED IN SAID CONDOMINIUM PROJECT (AS SAID PROJECT MAY HEREAFTER BE EXPANDED) IN ACCORDANCE WITH THE AFORESAID DECLARATION AND SURVEY MAP (AS SAID DECLARATION AND MAP MAY HEREAFTER BE AMENDED OR SUPPLEMENTED) AND THE UTAH CONDOMINIUM OWNERSHIP ACT.

Parcel ID: 00-0021-6055, 00-0021-6080, 00-0021-6081, 00-0021-6082

EXHIBIT B

This financing statement covers the following types of property:

A. All property of Debtor affixed to or located upon that certain real property described in Exhibit A to this Financing Statement and located in the State of Utah ("Property") and which Property, to the fullest extent permitted by law, shall be deemed fixtures and a part of the Property, and all articles of personal property and all materials delivered to the Property for incorporation or use in any improvements thereon and owned by Debtor.

Such personal property shall include:

(i) all presently owned and hereafter acquired goods, instruments, documents, chattel paper, contract rights, accounts, general intangibles, inventory, fixtures, furniture, furnishings, machinery, equipment and appliances and all personal property of Debtor now or hereafter attached to or installed or placed in, on or about the Property for use in conjunction with the use and occupancy thereof, together with all accessories, parts and appurtenances thereto and all additions, renewals, improvements, and replacements thereof;

(ii) all leases and use agreements of all personal property in the categories! above set forth, under which Debtor is the lessee or entitled to use such items, and Debtor agrees to execute to Secured Party separate assignments of such leases and agreements when requested by Secured Party, but Secured Party shall not be obligated thereunder unless it so chooses, and Debtor agrees to fully and timely perform such obligations;

(iii) all leases, lease guarantees, income, rents, issues, and profits which, from! and after the date hereof, may accrue from said goods, fixtures, furniture, furnishings, machinery, equipment and appliances, or any part thereof, or which may be received or receivable by Debtor from any use, leasing, or subleasing thereof, provided, that so long as Debtor is not in default hereunder after the expiration of the applicable cure period, Debtor shall have a license to collect said income, rents, issues and profits, subject, however, to any separate and prior assignment of leases and rents;

(iv) all presently owned and hereafter acquired general intangibles and rights of! every kind and nature of Debtor relating to the Property or the operation thereof, including but not limited to all governmental permits relating to construction on the Property, all names by which the Property may be operated or known, all rights to carry on business under any such names, and all trade names, trademarks and goodwill in any way relating to the Property;

(v) all presently owned and hereafter acquired reserves, deferred payments,! deposits, refunds, and payments, of every kind and nature of Debtor in any way relating to the Property or any of the personal property thereon other than rents, issues and profits previously and separately assigned;

(vi) all presently owned and hereafter acquired water stock and all solar rights! owned by Debtor relating to the Property; and

(vii) all presently owned and hereafter acquired drawings, plans and specifications of Debtor prepared for construction of improvements relating to the Property, and all studies, and data related thereto and all contracts and agreements of the Debtor relating thereto or to the construction of improvements on the Property.