STATE OF NEVADA

Uniform Commercial Code — Financing Statement — Form UCC-1

This FINANCING STATEMENT is presented for filing pursuant to the Neveda Uniform Commercial Code **SPORTANT:** Read Instructions on back before filling out form. Receipt No. **DESTOR** (ONE NAME ONLY) 1A. SOCIAL SECURITY OR FEDERAL TAX NO. OF LEGAL BUSINESS NAME

O HONORIAL (LAST NAME FIRST)

NUMB ADDRESS LMC Credit Corp. 87-0515876 1C. CITY, STATE 10. ZIP CODE 2503 North Main Street Logan, Utah 84321 HE. RESIDENCE ADDRESS W. CITY. STATE 18. ZIP CODE ADDITIONAL DESTOR (IF ANY) (ONE NAME ONLY) 2A. SOCIAL SECURITY OR FEDERAL TAX NO. MONIQUAL (LAST NAME FIRST)
MAILING ADDRESS EC. CITY, STATE 29. ZIP CODE 28. RESIDENCE ADDRESS 27. CITY, STATE 28. ZIP CODE ADDITIONAL DEBTOR(S) ON ATTACHED SHEET 4. SECURED PARTY SOCIAL SECURITY NO. FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO. NAME Marubeni America Corporation MAILING ADDRESS Chicago 200 East Randolph Drive Illinois 60601 CITY STATE ZIP CODE 13-5643190 B. ASSIGNEE OF SECURED PARTY (IF ANY) SOCIAL SECURITY NO. FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO. NAME MAILING ADDRESS CITY STATE 719 CODE This FINANCING STATEMENT covers the following types or items of property (if crops or timber, include description of real property on which growing or to be growing and name of record owner of such real estate; if fixtures, include description of real property to which affixed or to be affixed and name of record owner of such real estate; if oil, gas or minerals, include description of real property from which to be extracted). See Schedule A attached hereto, incorporated by reference herein . . . Local Address: Spooner Lake Cross Country 209 Tacoma Carson City, NV 89703 SIGNATURE OF RECORD OWNER MAXIMUM AMOUNT OF INDESTEDNESS TO BE SECURED AT ANY ONE TIME (OPTIONAL) (TYPE) RECORD UWNER OF REAL PROPERTY Check Proceeds of above described original collateral in which a security interest was perfected (Debtor's Signature Not Required) Proceeds of Products of col-Collateral was brought into this State subject to security interest in another jurisdiction (Debtor's Signature Not Required) collateral are lateral are also covered Asolicable also covered 20 Check DEBTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH NRS 704.205 AND NRS 104.9403. Applicable 60 This Space for Use of Filing Officer: (Date, Time, File Number and Filing Officer) 07724 SIGNATURE (ST OF BETTOR'S Gerard Del Bene-VP Marubeni America Corporation

(0294864939

WHITE—Alphabetical; PINK—Acknowledgement; GREEN—Secured Party; BLUE—Debler.

ditte

Hiroyuki Anabuki - S.V.P.

TYPE NAME(S)

RETURN TO: PRENTICE HALL

P.O. BOX 1110 ALBANY, N.Y. 12201

MATURE(S) OF SECURED PART

STATE

UNIFORM CO

SCHEDULE A TO UCC

Schedule A to UCC-1 Financing Statement made by LMC Credit Corp., as debtor ("LLC"), and Marubeni America Corporation ("MAC"), as secured party:

- (a) (i) Any and all equipment, including without limitation snow-grooming vehicles, machines, winches, groomers and other related implements, purchased at any time by LLC from MAC pursuant to the Letter Agreement dated as of December 30, 1993 between LLC and MAC (hereafter as the same may from time to time be amended, modified, supplemented or extended, referred to as the "Letter Agreement"), together with all additions and accessions to any of the foregoing and all replacements, accessories and parts therefor (the "Purchased Equipment") subject to any and all Purchased Agreements and (ii) all other machinery, goods and other equipment employed in the operation of LLC's business or otherwise, together with all additions and accessions to any of the foregoing and all replacements, accessories and parts therefor and fixtures thereto and improvements thereon;
- (b) Any and all contract rights including, without limitation, (i) all payments, indemnities, damages and other amounts which LLC may be entitled to receive pursuant to any provisions of any Purchased Agreement; (ii) all payments, indemnities, damages and other amounts which LLC may be entitled to receive from any Person to LLC; (iii) rights arising under leases, invoices, agreements, policies, binders or certificates of insurance and (iv) all other rights, claims, powers, privileges and remedies of LLC, whether arising by contract or at law or in equity or otherwise;
- (c) Any and all inventory, whether new, in process or finished and all materials (raw and otherwise) used in processing the same, and all supplies of every nature and all materials used or consumed in LLC's business together with all replacements for any of the foregoing;
- (d) Any and all documents of title, accounts receivable, wrap notes receivable, investment securities, general intangibles, claims, documents, instruments, chattel paper, books, records, notes, drafts, acceptances, deposit accounts and bank balances;
- (e) Any and all inventions, processes, formulae, licenses, patents, copyrights, trademarks, service marks, trade names, customer lists, franchises, drawings, designs, marketing rights and other like business property rights and all applications to acquire such rights;
- (f) Any and all cash held in the Blocked Account (as defined in the Blocked Account Agreement); and
 - (g) Any and all vehicles other than the Purchased Equipment.

The property referred to and described in this Schedule A is hereinafter collectively referred to as the "Collateral." Unless otherwise indicated, capitalized terms used herein and not defined herein shall have the respective meanings given to them in the Letter Agreement.

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SUZANNE BEAUDREAU

1 9 RECORDER

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