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04/13/2004 04:39 PM 21.00
Book - 8972 Pg - 8155-8160
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
INTEGRATED TITLE INS. SERVICES
BY: SBM, DEPUTY - WI 6 P.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

6/1

A. NAME & PHONE OF CONTACT AT FILER [optional]
B. SEND ACKNOWLEDGMENT TO: (Name and Address)

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						
BP-UT 2, LLC						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS						
c/o Bridge Partners, Inc., 5295 South Commerce Drive, Suite 175		Murray		UT	84107-4786	USA
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any		
		limited liability co	Delaware	DE 3605333		<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		FIRST NAME	MIDDLE NAME	SUFFIX	
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		
						<input type="checkbox"/> 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						
Citibank USA, National Association						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS						
701 East 60th Street North, Mail Code 1126		Sioux Falls		SD	57104	USA

4. This FINANCING STATEMENT covers the following collateral:

See Schedule 1 attached hereto and made a part hereof.

5. ALTERNATIVE DESIGNATION (if applicable):	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input checked="" type="checkbox"/> 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 FEE)		All Debtors	Debtor 1	Debtor 2	

8. OPTIONAL FILER REFERENCE DATA

Salt Lake County, Utah Filing

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

DEUCC1PNAT - 12/17/2002 C T System Online

BK 8972 PG 8155

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 BP-UT 2, LLC		
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 Exhibit A attached hereto and made a part hereof.

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

16. Additional collateral description:

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 I
TO UCC FINANCING STATEMENT**

DEBTOR: BP-UT 2, LLC
c/o Bridge Partners, Inc.
5295 South Commerce Drive, Suite 175
Murray, Utah 84107-4786
Attention: D. Russell Minnick

SECURED PARTY: Citibank USA, National Association
701 East 60th Street North
Mail Code 1126
Sioux Falls, South Dakota 57104
Attention: Gene Rowenhorst

This financing statement covers the following types (or items) of property under that certain Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing Statement dated as of April 1, 2004 (the "*Deed of Trust*"), from the Debtor to the Trustee for the benefit of the Secured Party including, without limitation:

- (a) The Real Estate, described in Exhibit A attached hereto and made a part hereof;
- (b) Any and all buildings and improvements now or hereafter erected on, under or over the Real Estate (the "*Improvements*");
- (c) Any and all fixtures, machinery, equipment and other articles of real, personal or mixed property, belonging to Trustor, at any time now or hereafter installed in, attached to or situated in or upon the Real Estate, or the buildings and improvements now or hereafter erected thereon, or used or intended to be used in connection with the Real Estate, or in the operation of the buildings and improvements, plant, business or dwelling situate thereon, whether or not such real, personal or mixed property is or shall be affixed thereto, and all replacements, substitutions and proceeds of the foregoing (all of the foregoing herein called the "*Service Equipment*"), including without limitation:
 - (i) all washers, dryers, dishwashers, refrigerators, ovens, stoves, microwaves, trash compactors and all other appliances; all furniture and furnishings; all articles of interior decoration, floor, wall and window coverings; all office, restaurant, bar, kitchen and laundry fixtures, utensils, appliances and equipment; all supplies, tools and accessories; all storm and screen windows, shutters, doors, decorations, awnings, shades, blinds, signs, trees, shrubbery and other plantings; (ii) all building service fixtures, machinery and equipment of any kind whatsoever; all lighting, heating, ventilating, air conditioning, refrigerating, sprinkling, plumbing, security, irrigating, cleaning, incinerating, waste disposal, communications, alarm, fire prevention and extinguishing systems, fixtures, apparatus, machinery and equipment; all elevators, escalators, lifts, cranes, hoists and

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platforms; all pipes, conduits, pumps, boilers, tanks, motors, engines, furnaces and compressors; all dynamos, transformers and generators; (iii) all building materials, building machinery and building equipment delivered on site to the Real Estate during the course of, or in connection, with any construction or repair or renovation of the buildings and improvements; (iv) all parts, fittings, accessories, accessions, substitutions and replacements therefor and thereof; and (v) all files, books, ledgers, reports and records relating to any of the foregoing;

(d) Any and all leases, subleases, tenancies, licenses, occupancy agreements or agreements to lease all or any portion of the Real Estate, Improvements, Service Equipment or all or any other portion of the Property and all extensions, renewals, amendments, modifications and replacements thereof, and any options, rights of first refusal or guarantees relating thereto (collectively, the "*Leases*"); all rents, income, receipts, revenues, security deposits, escrow accounts, reserves, issues, profits, awards and payments of any kind payable under the Leases or otherwise arising from the Real Estate, Improvements, Service Equipment or all or any other portion of the Property including, without limitation, minimum rents, additional rents, percentage rents, parking, maintenance and deficiency rents (collectively, the "*Rents*"); all of the following personal property (collectively referred to as the "*Contracts*"): all accounts, general intangibles and contract rights (including any right to payment thereunder, whether or not earned by performance) of any nature relating to the Real Estate, Improvements, Service Equipment or all or any other portion of the Property or the use, occupancy, maintenance, construction, repair or operation thereof; all management agreements, franchise agreements, utility agreements and deposits, building service contracts, maintenance contracts, construction contracts and architect's agreements; all maps, plans, surveys and specifications; all warranties and guaranties; all permits, licenses and approvals; all trade names, service marks, trademarks and goodwill arising from or related to the Property or any business now or hereafter conducted thereon by the Trustor; and all insurance policies, books of account and other documents, of whatever kind or character, relating to the use, construction upon, occupancy, leasing, sale or operation of the Real Estate, Improvements, Service Equipment or all or any other portion of the Property;

(e) Any and all estates, rights, tenements, hereditaments, privileges, easements, reversions, remainders and appurtenances of any kind benefiting or appurtenant to the Real Estate, Improvements or all or any other portion of the Property; all means of access to and from the Real Estate, Improvements or all or any other portion of the Property, whether public or private; all streets, alleys, passages, ways, water courses, water and mineral rights relating to the Real Estate, Improvements or all or any other portion of the Property; all rights of Trustor as declarant or unit owner under any declaration of condominium or association applicable to the Real Estate, Improvements or all or any other portion of the Property including, without limitation, all development rights and special declarant rights; and all other claims or demands of Trustor, either at law or in equity, in possession or expectancy of, in, or to the Real Estate, Improvements or all or any other portion of the Property (all of the foregoing described in this subsection E herein called the "*Appurtenances*"); and

(f) Any and all "proceeds" of any of the above-described Real Estate, Improvements, Service Equipment, Leases, Rents, Contracts and Appurtenances, which term "proceeds" shall have the meaning given to it in the Uniform Commercial Code, as amended, (the "*Code*") of the State of Utah (collectively, the "*Proceeds*") and shall additionally include whatever is received upon the use, lease, sale, exchange, transfer, collection or other utilization or any disposition or conversion of any of the Real Estate, Improvements, Service Equipment, Leases, Rents, Contracts and Appurtenances, voluntary or involuntary, whether cash or non-cash, including proceeds of insurance and condemnation awards, rental or lease payments, accounts, chattel paper, instruments, documents, contract rights, general intangibles, equipment and inventory.

Capitalized terms used herein and not otherwise defined shall have their respective meanings as defined in the Deed of Trust.

Parcel 1:

Beginning at a point which is on the North right of way of 3500 South Street, said point being North 89°57'29" East, 953.33 feet along the South section line of Section 29, and North 0°00'17" East 53.00 feet from the Southwest corner of said Section 29, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running thence North 0°00'17" East 766.30 feet along the projected line of the East boundary of Samuel P. Robinson property to a point on the Southerly right of way line of Rockwood Way, which said point is on a curve to the left, the radius point of which is North 52°35'37" West 259.18 feet; thence along said Southerly right of way line as follows: Easterly along the arc of said curve 42.71 feet to a point of tangency; thence North 27°57'50" East 9.49 feet to a point on a 230.44 foot radius curve to the right; thence Easterly along the arc of said curve 337.84 feet to a point of tangency; thence South 68°02'0" East 27.38 feet to a point on a 507.47 foot radius curve to the left; thence Easterly along the arc of said curve 194.54 feet to a point of tangency; thence East 160.91 feet to a point on a 105.00 foot radius curve to the left; thence Northeasterly along the arc of said curve 164.93 feet to a point on a 1843.86 foot radius curve to the right (radius point bears West); said point being on the Westerly line of a proposed thoroughfare; thence leaving the Southerly right of way line of Rockwood Way and running Southerly along the Westerly line of the proposed thoroughfare and the arc of said curve 6.13 feet (long chord bears South 0°05'43" West 6.13 feet) to a point on a 2659.75 foot radius curve to the right (radius point bears north 86°39'45" West); thence Southwesterly along the arc of said curve 458.99 feet (long chord bears South 8°16'53" West 458.42 feet); thence South 14°55'25" West 273.13 feet; thence South 89°57'29" West 411.99 feet along the projected line of the North boundary of F.C. Stangl III Property; thence South 0°00'17" West 50.00 feet along the West boundary of F.C. Stangl III Property; thence South 89°57'29" West 150.00 feet along the North boundary of Mondak Partners property; thence South 0°00'17" West 200.00 feet along the West boundary of Mondak Partners property to a point on the North right of way line of 3500 South Street; thence South 89°57'29" West 100.00 feet along said right of way line to the point of beginning.

Parcel Identification No. 15-29-352-008

Parcel 2:

Together with a perpetual non exclusive easement for pedestrian purposes, through, over and across the following: Beginning at a point located North 89°57'29" East 708.33 feet and North 0°00'17" East 343 feet from the Southwest corner of Section 29, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 0°00'17" East, 15 feet; thence North 89°57'29" East 245.00 feet; thence South 0°00'17" West, 15 feet; thence South 89°57'29" West, 245.00 feet to the point of beginning, as created by that certain Grant of Easement recorded December 20, 1977 as Entry No. 3040777 in Book 4598 at Page 747 of Official Records.