

Utah County, UT  
UCC-1

ENT 50837:2007 PG 1 of 8  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2007 Apr 06 3:16 pm FEE 27.00 BY SW  
RECORDED FOR TITLE WEST - SLC  
ELECTRONICALLY RECORDED

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]  
Carol Brownfield / (816) 460-2133

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

KeyBank National Association  
ATTN: Carol Brownfield  
911 Main Street, Suite 1500  
Kansas City, MO 64105

When recorded mail to:  
America Financial Group, Inc.  
1850 N. Central Avenue, Suite 300  
Phoenix, AZ 85004  
Escrow No. 07-51336

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  
OR  
1b. INDIVIDUAL'S LAST NAME

RS Orem Partners, LLC

1c. MAILING ADDRESS  
30342 Esperanza

CITY: Rancho Santa Margarita  
STATE: CA  
POSTAL CODE: 92688  
COUNTRY: USA

1d. TAX I.D.# SSN or EIN  
1e. TYPE OF ORGANIZATION: LLC  
1f. JURISDICTION OF ORGANIZATION: Delaware  
1g. ORGANIZATIONAL I.D.#, if any: 4309314  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. TAX ID# SSN or EIN  
2e. TYPE OF ORGANIZATION  
2f. JURISDICTION OF ORGANIZATION  
2g. ORGANIZATIONAL I.D.#, 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  
OR  
3b. INDIVIDUAL'S LAST NAME

KeyBank National Association

3c. MAILING ADDRESS  
911 Main Street, Suite 1500

CITY: Kansas City  
STATE: MO  
POSTAL: 64105  
COUNTRY: USA

4. This FINANCING STATEMENT covers the following collateral:

All Debtor's now owned or hereafter acquired goods, inventory, equipment, accounts, accounts receivable, contract rights, general intangibles, chattel paper, documents, documents of title, instruments, deposit accounts, letter-of-credit rights, investment property, tort claims (including commercial tort claims), fixtures, and other property including but not limited to the property described in the Schedule of Collateral attached hereto and incorporated herein by reference, and all products and proceeds thereof and additions and accessions thereto.

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) [ADDITIONAL FEE] [optional]  All Debtors  Debtor 1  Debtor 2

8. OPTIONAL FILER REFERENCE DATA

Loan No.: 10034440 / PSWS File No.: (025318-115852)

FILING OFFICE COPY

NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

TW47223

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Carol Brownfield / (816) 460-2133	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)  KeyBank National Association ATTN: Carol Brownfield 911 Main Street, Suite 1500 Kansas City, MO 64105	

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 OR RS Orem Partners, LLC					1b. INDIVIDUAL'S LAST NAME		FIRST NAME		MIDDLE NAME		SUFFIX
1c. MAILING ADDRESS 30342 Esperanza					CITY Rancho Santa Margarita		STATE CA	POSTAL CODE 92688		COUNTRY USA	
1d. TAX I.D.# SSN or EIN		ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LLC		1f. JURISDICTION OF ORGANIZATION Delaware		1g. ORGANIZATIONAL I.D.#, if any 4309314			<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					CITY		STATE	POSTAL CODE		COUNTRY	
2d. TAX ID# SSN or EIN		ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION		2f. JURISDICTION OF ORGANIZATION		2g. ORGANIZATIONAL I.D.#, 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 OR KeyBank National Association					3b. INDIVIDUAL'S LAST NAME		FIRST NAME		MIDDLE NAME		SUFFIX
3c. MAILING ADDRESS 911 Main Street, Suite 1500					CITY Kansas City		STATE MO	POSTAL 64105		COUNTRY USA	

4. This FINANCING STATEMENT covers the following collateral:  
 All Debtor's now owned or hereafter acquired goods, inventory, equipment, accounts, accounts receivable, contract rights, general intangibles, chattel paper, documents, documents of title, instruments, deposit accounts, letter-of-credit rights, investment property, tort claims (including commercial tort claims), fixtures, and other property including but not limited to the property described in the Schedule of Collateral attached hereto and incorporated herein by reference, and all products and proceeds thereof and additions and accessions thereto.

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

8. OPTIONAL FILER REFERENCE DATA

Loan No.: 10034440 / PSWS File No.: (025318-115852)

**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 RS Orem Partners, 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. TAX ID#	SSN or EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL I.D.#, 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 attached Exhibit A

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

**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  
 OR RS Orem Partners, LLC

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME, SUFFIX

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11a. ORGANIZATION'S NAME  
 OR 11b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

11c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

11d. TAX ID# SSN or EIN ADD'L INFO RE ORGANIZATION DEBTOR 11e. TYPE OF ORGANIZATION 11f. JURISDICTION OF ORGANIZATION 11g. ORGANIZATIONAL I.D.#, if any  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

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 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

Loan No. 10034440

**SCHEDULE OF COLLATERAL  
RS OREM PARTNERS, LLC, AS DEBTOR,  
KEYBANK NATIONAL ASSOCIATION, AS SECURED PARTY**

Debtor does hereby irrevocably deed, mortgage, grant, bargain, sell, alien, enfeoff, hypothecate, remise, release, pledge, assign, warrant, transfer, confirm, convey, and grant to Secured Party a lien on, pledge of, and security interest in, all of Debtor's right, interest, and estate in, to and under the following property, whether now owned or hereafter acquired by Debtor, to the full extent of Debtor's right, title, and interest therein, including hereafter acquired rights, interests, and property, and all products and proceeds and additions and accessions (sometimes collectively referred to herein as the "**Property**"):

(a) Improvements. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the real property ("**Land**") described on Exhibit A attached hereto and made a part hereof (the "**Improvements**");

(b) Easements and Appurtenances. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, riparian rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, including any homestead or other claim at law or in equity and any after-acquired title, franchises, licenses, and any reversions and remainders thereof, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in, and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(c) Fixtures and Tangible Personal Property. All inventory, machinery, furniture, equipment, and fixtures (including all heating, air conditioning, plumbing, lighting, communications and elevator fixtures) and other property of every kind and nature whatsoever located upon the Land or the Improvements or appurtenant thereto or used in connection with the present or future operation or occupancy of the Land or the Improvements, including all materials intended for construction, reconstruction, refurbishment, renovation, alterations, and repairs to the Property (whether stored or located on or off the Property) (all of the items described in subsections (c) through (k) below are herein sometimes collectively called the "**Personal Property**"), including the right, title and interest of Debtor in and to any of the Personal Property that may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "**Uniform Commercial Code**") superior in lien to the lien granted to Secured Party, such Personal Property to include, for example, the following: (1) all furniture and furnishings, including carpets, rugs and other floor coverings, draperies, drapery rods and brackets, awnings, window shades, Venetian blinds, curtains, lighting fixtures, desk chairs, stools, pictures, lamps,

ash trays, waste baskets, clocks, radios, and all other furniture and furnishings of every kind and nature whatsoever; (2) all cash registers, coin machines, computers, word processing equipment, adding machines, calculators, check protectors, postage meters, desks, chairs, tables, room dividers, filing cabinets, safes, vaults, time clocks, time card machines, and other office furniture, equipment and supplies of every kind and nature whatsoever; (3) all right and interest of the Debtor in and to all equipment leases, personal property leases, conditional sales contracts and similar agreements in and to the telephone system (including the switching components thereof), television sets, computer systems, refrigerator/bars, and point of sale computer systems and/or inventory control systems; (4) all apparatus, machinery, motors, tools, insurance proceeds, leases, and equipment, including fire sprinklers and alarm systems, air conditioning, heating, refrigerating, electronic monitoring, window or structural cleaning rigs, maintenance equipment, equipment for the extermination or exclusion of vermin or insects, equipment for removal of dust, debris, snow, refuse or garbage, and all other equipment of every kind; (5) elevators, fittings, radiators, gas ranges, mechanical equipment, and all plumbing, heating, lighting, cooking, laundry, ventilating, refrigerating, incinerating, air conditioning, central energy and sprinkler equipment and fixtures and appurtenances thereto; and (6) all renewals or replacements of any of the foregoing, whether or not the same are or shall be attached to the Improvements;

(d) Leases and Rents. All Leases and other agreements affecting or relating to the use, enjoyment or occupancy of all or any part of the Land or the Improvements heretofore or hereafter entered into, whether before or after the filing by or against Debtor of any petition for relief under 11 U.S.C. § 101 *et seq.* (the "**Bankruptcy Code**"), as the same may be amended from time to time (the "**Leases**") and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, royalties, licenses, payments (including payments pursuant to the exercise of any purchase option by any tenant under any Lease), fees (including termination fees), revenues, income, receipts, charges, accounts, accounts receivable, issues and profits and other benefits (including all oil and gas or other mineral royalties and bonuses) from the Land or the Improvements whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code (collectively, the "**Rents**") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the indebtedness of Debtor to Secured Party;

(e) Condemnation Awards. All awards or payments, including interest thereon (collectively, "**Condemnation Awards**"), which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including any transfer made in lieu of or in anticipation of the exercise of such right), or for a change of grade, inverse condemnation or for any other injury to or decrease in the value of the Property whether permanent or temporary;

(f) Insurance Proceeds. All proceeds of and any unearned premiums on any insurance policies covering the Property, including the right to receive and apply the proceeds of any insurance judgments, or settlements made in lieu thereof, for damage to the Property;

(g) Tax Certiorari. All refunds, rebates or credits in connection with a reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

(h) Miscellaneous Personal Property. All intangible property used in connection with or generated by, located on or at or pertaining to the Property including all general intangibles, payment intangibles, software, goodwill, trademarks, trade names, service marks, logos, copyrights, option rights, purchase contracts, contract rights, or leases of personal property and security deposits received pursuant thereto, utility contracts, service contracts, guaranties, warranties, telephone exchange numbers, licenses, government permits and applications, approvals and other government rights relating to the Property or the operation of the business thereon; all books and records; deposit accounts, letter-of-credit rights, accounts, contract rights, instruments, chattel paper, investment property, all rights of Debtor for payment of money for property sold, rented or lent, for services rendered, for money lent, or advances or deposits made; all claims, actions, and causes of action (including those arising in tort, including commercial tort claims) of Debtor against others; all agreements, contracts, certificates, instruments (including promissory notes, guaranties, liens and all writings which evidence a right to the payment of money), franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Property or any part thereof or respecting any business or activity conducted on the Property or any part thereof and all right, title and interest of Debtor therein and thereunder, including the right to receive and collect any sums payable to Debtor thereunder; all extensions, improvements, betterments, replacements, renewals, or additions and accessions to any of the foregoing; and any other intangible property of Debtor related to the Property; and

(i) Personal Property As Defined In Uniform Commercial Code. In addition to any other property mentioned herein, all property in which a security interest may be created pursuant to the Uniform Commercial Code (or any similar laws) including all goods, inventory, equipment, accounts, accounts receivable, contract rights, general intangibles, chattel paper, documents, documents of title, instruments, deposit accounts, letter-of-credit rights, investment property, tort claims (including commercial tort claims), and securities located on or generated by or used in connection with the ownership or operation of the Property;

(j) Conversion. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including proceeds of insurance and Condemnation Awards, into cash or liquidation claims;

(k) Other Rights. Any and all other rights of Debtor in and to the items set forth in Subsections (a) through (j) above.

Unless the context otherwise requires, each use of the term "include," "including" and similar terms herein shall be construed as if followed up by the phrase "without being limited to."

## EXHIBIT "A"

## LEGAL DESCRIPTION

PARCEL NO. 1:

Lot 1, Plat "D", Boyer Retail Subdivision, according to the official plat thereof recorded October 17, 2002 as Entry No. 122669:2002 under Map No. 9755 of official records.

PARCEL NO. 2:

Those rights appurtenant to Parcel 1, as set forth in that certain declaration of restriction executed by family first federal credit union, F.K.A. Orem Geneva Federal Credit Union, dated August 29, 1989 and recorded September 08, 1989 as Entry No. 26561 in Book 2626 at Page 66 of official records and that certain corrected declaration of restriction recorded February 28, 1990 as Entry No. 6182 in Book 2669 at Page 113 and re-recorded March 06, 1990 as Entry No. 6818 in Book 2670 at Page 555 of official records.

PARCEL NO. 3:

Those rights appurtenant to Parcel 1, as set forth in that certain grant of easement recorded September 08, 1989 as Entry No. 26564 in Book 2626 at Page 74 and re-recorded September 11, 1989 as Entry No. 26675 in Book 2626 at Page 385 and re-recorded February 15, 1990 as Entry No. 4759 in Book 2665 at Page 860 of official records and also in that certain amended and restated grant of easements recorded April 30, 2001 as Entry No. 41575:2001 of official records.

PARCEL NO. 4:

Those rights appurtenant to Parcel 1, as set forth in that certain cross-easement agreement dated August 31, 1989, by and between Shopko Stores, Inc., D/B/A Uvalko Shopko Stores, Inc., a Minnesota corporation, Smith's Food King Properties, Inc., a Utah Corporation, and Boyer Orem Associates, a Utah Limited Partnership, recorded September 08, 1989 as Entry No. 26572 in Book 2626 at Page 123, re-recorded February 15, 1990 as Entry No. 4760 in Book 2665 at Page 869, Utah County recorder's office, first amendment recorded February 14, 1991 as Entry No. 6165 in Book 2764 at Page 50, second amendment to cross-easement agreement recorded October 12, 1995 as Entry No. 69315 in Book 3790 at Page 187, third amendment to cross-easement agreement recorded April 11, 2001 as Entry No. 33819:2001 and fourth amendment to cross easement agreement recorded June 01, 2005 as Entry No. 58459:2005 of official records.