

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] ChoicePoint2 (720) 747-0904	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) ChoicePoint2 3000 S. Jamaica Court Suite 150 Aurora, CO 80014	



200501110042
Skagit County Auditor

1/11/2005 Page 1 of 7 9:15AM

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 Bay Ridge Park LLC					
OR					
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS c/o Financial Managment Group 1900 Ave of the Stars, Ste 2475		CITY Los Angeles	STATE CA	POSTAL CODE 90067	COUNTRY USA
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION DE	1g. ORGANIZATIONAL ID #, if any 3891627	

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. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any	

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 Bear Stearns Commercial Mortgage, Inc.					
OR					
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 383 Madison Avenue		CITY New York	STATE NY	POSTAL CODE 10179	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

See attached Schedule to UCC-1 Financing Statement

Parcel "A": Parcel # **P-12143A**

All that portion of the East 1/4 of the Southeast 1/4 of Section 34, Township 35 North, Range 3 East, W.M., being more particularly described as follows:

Commencing at the Southeast corner of Section 34, Township 35 North, Range 3 East, W.M.; thence North 88 degrees 20'14" West along the South line of said Section 34, a distance of 645.76 feet, more

Parcel "B": A non-exclusive easement for ingress, egress and utilities over, under and across the following described parcel and land:

PARCEL # P-12143S Commencing at the Southeast corner of Section 34, Township 35 North, Range 3 East, W.M.; thence North 88 degrees 20'14" West along the South line of said Section 34, a distance of 645.76 feet, more

5. ALTERNATIVE DESIGNATION (if applicable):	LESSEE/LESSOR	CONSIGNEE/COUNTERPARTY	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) (ADDITIONAL FEE)		<input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2

8. OPTIONAL FILER REFERENCE DATA
redex Burlington - 07134-087300

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 Bay Ridge Park LLC			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

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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 attached Schedule to UCC-1
Financing Statement**

16. Additional collateral description:

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



200501110042

Skagit County Auditor

1/11/2005 Page 2 of 7 9:15AM

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 A TO UCC-1 FINANCING STATEMENT
BAY RIDGE PARK LLC, as Debtor,
and
BEAR STEARNS COMMERCIAL MORTGAGE, INC.
as Secured Party

All of Debtor's right, title and interest in and to the following property (the "Property") located upon or used in connection with the real property described on Exhibit A to this Schedule A (the "Land"):

a. buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (the "Improvements");

b. 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, 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, 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. all machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures) and other property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements (collectively, the "Personal Property"), and all proceeds and products of the above;

d. All leases and other agreements affecting the use, enjoyment or occupancy of the Land and the Improvements heretofore or hereafter entered into (a "Lease" or "Leases") and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements (the "Rents") and all proceeds from the sale or other disposition of the Leases;

e. all awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent



domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

f. all proceeds of and any unearned premiums on any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;

g. 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. all proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, proceeds of insurance and condemnation awards, into cash or liquidation claims;

i. the right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Secured Party in the Property;

j. all agreements, contracts, certificates, instruments, 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 Land and any part thereof and any Improvements or respecting any business or activity conducted on the Land and any part thereof and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Debtor thereunder;

k. all tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

l. all reserves, escrows and deposit accounts maintained by Borrower with respect to the Property, including, without limitation, all accounts established or maintained pursuant to (i) the Replacement Reserve, Leasing Reserve and Security Agreement between Borrower and Lender and (ii) the Tri-Party Lockbox Agreement among Borrower, Lender and others; together with all deposits or wire transfers made to such accounts and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof.



EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

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200501110042

Skagit County Auditor

1/11/2005 Page 5 of 7 9:15AM

EXHIBIT A

(Description of Land)

ALL of that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being more particularly described as follows:

Parcel "A":

All that portion of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 34, Township 35 North, Range 3 East, W.M., being more particularly described as follows:

Commencing at the Southeast corner of Section 34, Township 35 North, Range 3 East, W.M.; thence North 88 degrees 20'14" West along the South line of said Section 34, a distance of 645.76 feet, more or less, to the Northerly extension of the centerline of a 60.00 foot easement as shown on Skagit County Short Plat No. 96-012, approved October 2, 1996 and recorded in Auditor's File No. 9610110054, records of Skagit County, Washington, in Book 12 of Short Plats, at page 155, records of Skagit County, Washington; thence North 1 degree 27'22" East, a distance of 1,041.74 feet; thence North 88 degrees 20'48" West, a distance of 30.00 feet to the true point of beginning; thence continue North 88 degrees 20'48" West, a distance of 645.96 feet to the West line of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 34; thence North 1 degree 27'22" East along said line a distance of 500.00 feet; thence South 88 degrees 20'48" East a distance of 645.96 feet; thence South 1 degree 27'22" West a distance of 500.00 feet to the true point of beginning.

Parcel "B":

A non-exclusive easement for ingress, egress and utilities over, under and across the following described parcel and land:

Commencing at the Southeast corner of Section 34, Township 35 North, Range 3 East, W.M.; thence North 88 degrees 20'14" West along the South line of said Section 34, a distance of 645.76 feet, more or less, to the Northerly extension of the centerline of a 60.00 foot easement as shown on Skagit County Short Plat No. 96-012, approved October 2, 1996, and recorded in Auditor's File No. 9610110054, records of Skagit County, Washington, in Book 12 of Short Plats, at page 155, records of Skagit County, Washington; thence North 1 degree 27'22" East, a distance of 1,041.74 feet; thence North 88 degrees 20'48" West, a distance of 30.00 feet to the true point of beginning; thence South 1 degree 27'22" West a distance of 986.65 feet to the beginning of a tangent curve to the right having a radius of 25.00 feet; thence along the arc of said curve, passing through a central angle of 90 degrees 12'24", an arc distance of 39.36 feet to the point which lies 30.00 feet, when measured at a right angle, from the South line of said Section 34; thence South 88 degrees 20'14" East parallel to the South line of said Section 34, a distance of 110.00 feet to the beginning of a tangent curve having a radius of 25.00 feet, the center of which bears North 1 degree 39'46" East; thence Northwesterly along the arc of said curve, passing through a central angle of 89 degrees 47'36", a distance of 39.18 feet; thence North 1 degree 27'22" East a distance of 1,078.60 feet to the beginning of a non-tangent curve having



a radius of 48.00 feet, the center of which bears South 51 degrees 10'51" East; thence Northeasterly along the arc of said curve, passing through a central angle of 31 degrees 37'02", a distance of 26.49 feet to a point of reverse curvature; thence Northerly along the arc of said curve, passing through a central angle of 161 degrees 29'44", a distance of 146.57 feet to the end of said curve; thence North 88 degrees 20'48 West a distance of 60.00 feet to a point lying North 1 degree 27'22" East from the true point of beginning; thence South 1 degree 27'22" West a distance of 207.93 feet to the true point of beginning.

