

UCC FINANCING STATEMENT

TIN 12-066-0081
CTIA 86148-AV

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) PAUL KISSELBURG, ESQ. (612) 607-7315
B. E-MAIL CONTACT AT FILER (optional) PKISSELBURG@FOXROTHSCHILD.COM
C. EMAIL ACKNOWLEDGMENT TO: (Email Address) PAUL KISSELBURG, ESQ. FOX ROTHSCHILD LLP 222 SOUTH NINTH STREET, SUITE 2000 MINNEAPOLIS, MN 55402-3338

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 OAKSTONE, L.C., A UTAH LIMITED LIABILITY COMPANY				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
6440 S. WASATCH BLVD., SUITE 100	SALT LAKE CITY	UT	84121	USA

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				
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 JONES LANG LASALLE MULTIFAMILY, LLC				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
2177 YOUNGMAN AVENUE	ST. PAUL	MN	55116	USA

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

SEE EXHIBIT A ATTACHED HERETO FOR A DESCRIPTION OF THE REAL ESTATE TO WHICH CERTAIN OF THE COLLATERAL RELATES.

SEE EXHIBIT B ATTACHED HERETO FOR A DESCRIPTION OF THE COLLATERAL. CERTAIN OF THE GOODS DESCRIBED IN EXHIBIT B ARE, OR ARE TO BECOME, FIXTURES ON THE REAL ESTATE DESCRIBED IN EXHIBIT A, AND THIS FINANCING STATEMENT IS TO BE FILED FOR RECORD IN THE REAL ESTATE RECORDS.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA: 203917.00785 (OAKSTONE APARTMENTS) DAVIS COUNTY RECORDER	

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

9a. ORGANIZATION'S NAME OAKSTONE, L.C.	
OR	
9b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC-1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME				
OR				
10b. INDIVIDUAL'S SURNAME				
INDIVIDUAL'S FIRST PERSONAL NAME				
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)				SUFFIX
10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11. ADDITIONAL SECURED PARTY'S NAME *or* ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT				
OR				
11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
11c. MAILING ADDRESS 1670 BROADWAY, 24TH FLOOR	CITY DENVER	STATE CO	POSTAL CODE 80202-4801	COUNTRY USA

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

covers timber to be cut covers as-extracted collateral is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

SEE EXHIBIT A ATTACHED HERETO

17. MISCELLANEOUS:

NAME OF FIRST DEBTOR (1A OR 1B) ON RELATED FINANCING STATEMENT

ORGANIZATION'S NAME OAKSTONE, L.C.			
INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

NAME OF FIRST SECURED PARTY (3A OR 3B) ON RELATED FINANCING STATEMENT

ORGANIZATION'S NAME		
INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

EXHIBIT A TO UCC FINANCING STATEMENT

LEGAL DESCRIPTION

A part of the Southeast quarter of Section 12, Township 4 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point being 676.50 feet North 00°06'05" East along the section line and 33.00 feet West of the Southeast corner of Section 12 (Basis of bearing: North 00°06'05" East from the Southeast corner of Section 12 along the section line to the East quarter corner); thence as follows: North 89°52'13" West 685.84 feet along the adjoining property line; thence North 89°52'40" West 388.75 feet along the adjoining property line; thence North 29°53'42" West 431.79 feet along the railroad row fence; thence North 00°44'07" West 267.28 feet along the railroad row fence; thence North 89°47'52" East 428.29 feet along an existing chain link fence; thence South 89°44'36" East 371.08 feet; thence South 00°06'05" West 321.07 feet; thence South 89°44'36" East for 495.00 feet to the West line of 1000 East Street; thence South 00°06'05" West 320.61 feet along said street to the point of beginning.

LESS AND EXCEPTING THEREFROM the following:

A parcel of land in fee for the "Weber County to Salt Lake Commuter Rail", a Utah Transit Authority project, being part of the Grantor's property defined in that certain Special Warranty Deed, recorded December 12, 1997 as Entry No. 1367107 in Book 2214 at Page 1115, situate in the Southeast quarter of Section 12, Township 4 North, Range 2 West, Salt Lake Base and Meridian, and described as follows:

Beginning at a point on the Easterly right of way line of the Oregon Short Line Railroad, and at the Southwest corner of Grantor's property, said point being North 89°46'46" West 717.26 feet along the section line to said Easterly right of way line and North 29°52'27" West 781.64 feet along said Easterly right of way line from the Southeast corner of said Section 12; thence North 29°52'27" West 428.45 feet along said Easterly right of way line to the Grantor's West property corner; thence North 00°39'00" West 14.11 feet along the Grantor's West property line; thence South 30°14'12" East 446.40 feet to the Grantor's South property line; thence North 89°47'33" West 11.23 feet along said South line to the point of beginning.

Tax ID No.: 12-066-0081

NAME OF FIRST DEBTOR (1A OR 1B) ON RELATED FINANCING STATEMENT

ORGANIZATION'S NAME OAKSTONE, L.C.			
INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

NAME OF FIRST SECURED PARTY (3A OR 3B) ON RELATED FINANCING STATEMENT

ORGANIZATION'S NAME		
INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

EXHIBIT B TO UCC FINANCING STATEMENT

All of the following described property and interests in property, whether now owned or existing or hereafter acquired, arising or created:

(a) All property or goods that become so related or attached to the realty described in Exhibit A (the "Land") or to the buildings, structures, and alterations now constructed or at any time in the future constructed or placed upon the Land, including any future replacements and additions (collectively, the "Improvements") that an interest arises in them under real property law, whether acquired now or in the future, excluding all tenant owned goods and property, and including but not limited to: machinery, equipment, engines, boilers, incinerators, installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air, or light; antennas, cable, wiring and conduits used in connection with radio, television, computers, security, fire prevention, or fire detection or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposals, washers, dryers and other appliances; light fixtures, awnings, storm windows and storm doors; pictures, screens, blinds, shades, curtains and curtain rods; mirrors; cabinets, paneling, rugs and floor and wall coverings; fences, trees and plants; swimming pools; playground and exercise equipment and classroom furnishings and equipment (collectively hereinafter referred to as "Fixtures").

(b) All equipment, inventory, and general intangibles, including furniture, furnishings, machinery, building materials, appliances, goods, supplies, tools, books, records (whether in written or electronic form), computer equipment (hardware and software) and other tangible or electronically stored personal property (other than Fixtures) that are owned, leased or used by Debtor now or in the future in connection with the ownership, management or operation of the Land or the Improvements or are located on the Land or in the Improvements, and any operating agreements relating to the Land or the Improvements, and any surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Land or the Improvements, choses in action and all other intangible property and rights relating to the

operation of, or used in connection with, the Land or the Improvements, including all certifications, approvals and governmental permits relating to any activities on the Land (collectively, the "Personalty"). Generally, intangibles shall also include all cash and cash escrow funds, such as but not limited to: reserve for replacement accounts, bank accounts, residual receipts accounts, and investments.

(c) All current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights-of-way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses, and appurtenances related to or benefiting the Land or the Improvements, or both, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated.

(d) All insurance policies covering the Land, the Improvements or other collateral described herein (collectively, the "Collateral"), and all proceeds paid or to be paid by any insurer of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Collateral, whether or not Debtor obtained such insurance policies pursuant to Secured Party's requirement.

(e) all awards, payments and other compensation made or to be made by any board, commission, department or body of any municipal, county, state, tribal or federal governmental unit, including any U.S. territorial government, and any public or quasi-public authority, or any subdivision of any of them, that has or acquires jurisdiction over the Collateral (each a "Governmental Authority"), including the use, operation or improvement of the Collateral with respect to the Land, the Improvements, the Fixtures, the Personalty or any other part of the Collateral, including any awards or settlements resulting from condemnation proceedings or the total or partial taking of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Collateral under the power of eminent domain or otherwise and including any conveyance in lieu thereof.

(f) all contracts, options and other agreements for the sale of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Collateral entered into by Debtor now or in the future, including cash or securities deposited to secure performance by parties of their obligations.

(g) all proceeds (cash or non-cash), liquidated claims or other consideration from the conversion, voluntary or involuntary, of any of the Collateral and the right to collect such proceeds, liquidated claims or other consideration.

(h) all rents (whether from residential or non-residential space), revenues, issues, profits, (including carrying charges, maintenance fees, and other cooperative revenues, and fees received from leasing space on the Collateral), and other income of the Land or the Improvements, gross receipts, receivables, parking fees, laundry and vending machine income and fees and charges for food and other services provided at the Collateral, whether now due, past due, or to become due, residual receipts, and escrow accounts, however and whenever funded and wherever held (collectively, "Rents") and all present and future leases, subleases, licenses, concessions or grants or other

possessory interests now or hereafter in force, whether oral or written, covering or affecting the Collateral, or any portion of the Collateral (including but not limited to proprietary leases, non-residential leases or occupancy agreements if Borrower is a cooperative housing corporation), and all modifications, extensions or renewals (collectively, "Leases", but not including any ground leases that create a leasehold interest in the Land and where the Debtor's leasehold is security for the loan secured hereby).

(i) all earnings, royalties, instruments, accounts, accounts receivable, supporting obligations, issues and profits from the Land, the Improvements or any other part of the Collateral, and all undisbursed proceeds of the Loan and, if Debtor is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents.

(j) all deposits paid by Debtor to Secured Party for the purpose of paying mortgage insurance premiums, ground rents, fire and other insurance with respect to the Collateral, real property taxes and special assessments and any other charges for which such deposits are to be applied.

(k) all refunds or rebates of Impositions by any Governmental Authority or insurance company (other than refunds applicable to periods before the real property tax year in which this financing statement is granted to Secured Party).

(l) all forfeited tenant security deposits under any Lease.

(m) all names under or by which any of the above Collateral may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Collateral.

(n) all deposits and/or escrows held by or on behalf of Secured Party under Collateral Agreements.

(o) all awards, payments, settlements or other compensation resulting from litigation involving the Land, the Improvements or other Collateral.