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Gary W. Ott  
Recorder, Salt Lake County, UT  
FIRST AMERICAN NCS  
BY: eCASH, DEPUTY - EF 7 P.

### UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Kaye Scholer LLP  
425 Park Avenue  
New York, New York 10022  
Attention: Stephen Gliatta, Esq.

NCS 581752-591E

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #  
11629558 filed 4/29/2013

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the  REAL ESTATE RECORDS.

2.  TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3.  CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4.  ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects  Debtor or  Secured Party of record. Check only one of these two boxes.  
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party.  DELETE name: Give record name to be deleted in item 6a or 6b.  ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME  
OR BROOKSIDE MH COMMUNITY, LLC

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME  
OR 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any  NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.  
Describe collateral  deleted or  added, or give entire  restated collateral description, or describe collateral  assigned.

The property covered by this Financing Statement is more particularly described in Schedule A attached hereto and made a part hereof, said property being located at the premises described in Exhibit A attached hereto and made a part hereof.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here  and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME  
OR THE ROYAL BANK OF SCOTLAND PLC

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

10. OPTIONAL FILER REFERENCE DATA  
Salt Lake County, Utah 27764/0765 RHP II

**UCC FINANCING STATEMENT AMENDMENT ADDENDUM**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as item 1a on Amendment form)  
11629558 filed 4/29/2013

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT (same as item 9 on Amendment form)

12a. ORGANIZATION'S NAME  
THE ROYAL BANK OF SCOTLAND PLC

OR  
12b. INDIVIDUAL'S LAST NAME      FIRST NAME      MIDDLE NAME, SUFFIX

13. Use this space for additional information

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

Debtor Name:

BROOKSIDE MH COMMUNITY, LLC  
31200 Northwestern Highway  
Farmington Hills, Michigan 48334

Salt Lake County, Utah      27764/0765      RHP II

## SCHEDULE A

TO UNIFORM COMMERCIAL CODE FINANCING STATEMENT NAMING:

**BROOKSIDE MH COMMUNITY, LLC**, a Delaware limited liability company, as Debtor  
and

**THE ROYAL BANK OF SCOTLAND PLC** as Secured Party

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### Part I

This Financing Statement covers the following types (or items) of property:

All of Debtor's right, title and interest in and to the land described in Exhibit A to this Schedule A (the "**Premises**"), and the buildings, structures, fixtures and other improvements now or hereafter located thereon (the "**Improvements**"); TOGETHER WITH all right, title, interest and estate of Debtor now owned, or hereafter acquired, in and to the following property, rights, interests and estates (the Premises, the Improvements, and the property, rights, interests and estates hereinafter described are collectively referred to herein as the "**Trust Property**"):

(a) all easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, rights to oil, gas, minerals, coal and other substances of any kind or character, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Premises and the Improvements; and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road, highway, alley or avenue, opened, vacated or proposed, in front of or adjoining the Premises, 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 Premises and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(b) all machinery, furniture, furnishings, equipment, computer software and hardware, fixtures (including all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), inventory, materials, supplies and other articles of personal property and accessions thereof, renewals and replacements thereof and substitutions therefor, and other property of every kind and nature, tangible or intangible, owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Premises or the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Premises and the Improvements (hereinafter collectively referred to as the "**Equipment**"), including any leases of, deposits in connection with, and proceeds of any sale or transfer of any of the foregoing, and the right, title and interest of Debtor in and to any of the Equipment that may be subject to any "security interest" as defined in the Uniform Commercial Code, as in effect in the State where the Trust Property is located (the "**UCC**"), superior in lien to the lien of the Deed of Trust;

(c) all awards or payments, including interest thereon, that may heretofore or hereafter be made with respect to the Premises or the Improvements, whether from the exercise of the right of eminent domain or condemnation (including any transfer made in lieu of or in anticipation of the exercise of such right), or for a change of grade, or for any other injury to or decrease in the value of the Premises or Improvements;

(d) all leases, subleases and other agreements or arrangements heretofore or hereafter entered into affecting the use, enjoyment or occupancy of, or the conduct of any activity upon or in, the Premises or the Improvements, including any extensions, renewals, modifications or amendments thereof (hereinafter collectively referred to as the "*Leases*") and all rents, rent equivalents, moneys payable as damages (including payments by reason of the rejection of a Lease in a Bankruptcy Proceeding or in lieu of rent or rent equivalents), royalties (including all oil and gas or other mineral royalties and bonuses), income, fees, receivables, receipts, revenues, deposits (including security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Debtor or its agents or employees from any and all sources arising from or attributable to the Premises and the Improvements, including all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of the Premises or the Improvements, or rendering of services by Debtor or any of its agents or employees, and proceeds, if any, from business interruption or other loss of income insurance (hereinafter collectively referred to as the "*Rents*"), together with 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 Debt;

(e) all proceeds of and any unearned premiums on any insurance policies covering the Trust 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 Trust Property;

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

(g) all accounts (including reserve accounts), escrows, documents, instruments, chattel paper, claims, deposits and general intangibles, as the foregoing terms are defined in the UCC, and all franchises, trade names, trademarks, symbols, service marks, books, records, plans, specifications, designs, drawings, surveys, title insurance policies, permits, consents, licenses, management agreements, contract rights (including any contract with any architect or engineer or with any other provider of goods or services for or in connection with any construction, repair or other work upon the Trust Property), approvals, actions, refunds of real estate taxes and assessments (and any other governmental impositions related to the Trust Property) and causes of action that now or hereafter relate to, are derived from or are used in connection with the Trust Property, or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon (hereinafter collectively referred to as the "*Intangibles*"); and

(h) all proceeds, products, offspring, rents and profits from any of the foregoing, including those from sale, exchange, transfer, collection, loss, damage, disposition, substitution or replacement of any of the foregoing.

Without limiting the generality of any of the foregoing, in the event that a case under the Bankruptcy Code is commenced by or against Debtor, pursuant to Section 552(b)(2) of the Bankruptcy Code, the security interest granted by the Deed of Trust shall automatically extend to all Rents acquired by the Debtor after the commencement of the case and shall constitute cash collateral under Section 363(a) of the Bankruptcy Code.

## Part II - Definitions

When used herein, the following terms shall have the following meanings:

**“Bankruptcy Code”**: Title 11 of the United States Code entitled “Bankruptcy”, as amended from time to time, and any successor statute or statutes and all rules and regulations from time to time promulgated thereunder, and any comparable foreign laws relating to bankruptcy, insolvency or creditors’ rights.

**“Bankruptcy Proceeding”** shall mean the filing by Debtor of a petition under any state or federal bankruptcy or insolvency law or the liquidation or all or a major portion of Debtor’s property.

**“Debt”**: means all sums which may or shall become due under the Note or under any of the other documents evidencing, securing or executed in connection with the Loan (the Note, the Deed of Trust, the Loan Agreement and such other documents, as any of the same may, from time to time, be modified, amended or supplemented, being hereinafter collectively referred to as the **“Loan Documents”**), including (i) the payment of interest and other amounts which would accrue and become due but for the filing of a petition in bankruptcy (whether or not a claim is allowed against the Debtor for such interest or other amounts in any such bankruptcy proceeding) or the operation of the automatic stay under Section 362(a) of Title 11 of the United States Code, and (ii) the costs and expenses of enforcing any provision of any Loan Document.

**“Deed of Trust”** means that certain Amended and Restated Deed of Trust, Assignment of Leases and Rents and Security Agreement dated as of May 22, 2013 made by Debtor for the benefit of Secured Party.

**“Loan Agreement”** means that certain Amended and Restated Loan Agreement dated as of May 22, 2013 by and between Debtor and Secured Party.

**“Note”** means that certain Amended and Restated Promissory Note dated as of May 22, 2013 made by Debtor to Secured Party in the principal amount of up to \$30,621,868, as the same may be amended, supplemented, restated, increased, extended or consolidated from time to time.

**EXHIBIT A**

**LEGAL DESCRIPTION**

[See Attached]

Brookside

BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF REDWOOD ROAD, SAID POINT BEING NORTH 00° 03' 25" WEST 239.45 FEET ALONG THE QUARTER SECTION LINE AND NORTH 89° 50' 00" EAST 33.00 FEET FROM THE CENTER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 89° 50' 00" EAST 165.72 FEET; THENCE NORTH 00° 03' 25" WEST 140.40 FEET; THENCE SOUTH 89° 50' 00" WEST 26.73 FEET; THENCE NORTH 00° 03' 25" WEST 358.36 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF THE DENVER AND RIO GRANDE WESTERN RAILROAD; THENCE NORTH 69° 29' 35" EAST 1231.09 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO QUARTER QUARTER SECTION LINE; THENCE SOUTH 00° 02' 50" EAST 1145.35 FEET ALONG SAID QUARTER QUARTER SECTION LINE; THENCE SOUTH 45° 30' 40" WEST 29.75 FEET TO QUARTER SECTION LINE; THENCE SOUTH 89° 50' 00" WEST 1106.06 FEET ALONG QUARTER SECTION LINE; THENCE NORTH 00° 03' 25" WEST 169.85 FEET; THENCE SOUTH 89° 50' 00" WEST 165.00 FEET TO SAID EAST RIGHT-OF-WAY LINE; THENCE NORTH 00° 03' 25" WEST 69.60 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING:

A PARCEL OF LAND IN FEE FOR THE WIDENING OF REDWOOD ROAD KNOWN AS PROJECT NO. 0068, BEING A PART OF AN ENTIRE TRACT OF PROPERTY, SITUATE IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT A NORTHWEST CORNER OF SAID ENTIRE TRACT, WHICH POINT IS 72.985 METERS NORTH 00° 03' 25" WEST ALONG THE QUARTER SECTION LINE AND 10.058 METERS NORTH 89° 50' 00" EAST FROM THE CENTER OF SAID SECTION 34; THENCE NORTH 89° 50' 00" EAST 8.438 METERS TO A POINT 16.155 METERS RADIALLY DISTANT EASTERLY FROM THE CENTERLINE OF SAID PROJECT AT ENGINEER STATION 2+493.432; THENCE SOUTHERLY 21.219 METERS ALONG THE ARC OF A 3141.155/METER RADIUS CURVE TO THE RIGHT CONCENTRIC WITH SAID CENTERLINE (NOTE: CHORD TO SAID CURVE BEARS SOUTH 01° 07' 01" EAST FOR A DISTANCE OF 21.219 METERS) TO A SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT AT A POINT 16.155 METERS RADIALLY DISTANT EASTERLY FROM SAID CENTERLINE AT ENGINEER STATION 2+472.323; THENCE SOUTH 89° 50' 00" WEST 8.830 METERS TO A SOUTHWEST CORNER OF SAID ENTIRE TRACT; THENCE NORTH 00° 03' 25" WEST 21.216 METERS ALONG A WESTERLY BOUNDARY LINE OF SAID ENTIRE TRACT TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION.

APN(s): 21-34-252-005-0000