3452081	
BK 7932 PG 223	

UCC FINANCING	STATEMENT	AMENDMENT
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A. NAME & PHONE OF CONTACT AT FILER (optional) Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141 B. E-MAIL CONTACT AT FILER (optional) uccfilingreturn@wolterskluwer.com C. SEND ACKNOWLEDGMENT TO: (Name and Address) 24799 - JONES LANG Lien Solutions 84485728 P.O. Box 29071 Glendale, CA 91209-9071

E 3452081 B 7932 P 223-235 RICHARD T. MAUGHAN DAVIS COUNTY, UTAH RECORDER 01/25/2022 09:16 AM FEE \$40.00 Pas: 13 DEP RT REC'D FOR LIEN SOLUTIONS

**FOLLOW INSTRUCTIONS** 

UTUT **FIXTURE** 

12-066-0058

<u> </u>	File with: Davis, UT		THE ABOVE SP	ACE IS FOR FILING OFFICE U	JSE ONLY
. INITIAL FINANCING STATE 651250 B 5486 P 109	MENT FILE NUMBER 5 3/26/2012 CC UT Davis	1	(or recorded) in the RE	EMENT AMENDMENT is to be filed AL ESTATE RECORDS Iddendum (Form UCC3Ad) and provide De	
TERMINATION: Effective Statement	eness of the Financing Statement identified abo	ove is terminated with	respect to the security interest(	(s) of Secured Party authorizing this	Termination
	rtial): Provide name of Assignee in item 7a or 7 omplete Items 7 and 9 <u>and</u> also indicate affect		ignee in item 7c <u>and</u> name of	Assignor in item 9	
	veness of the Financing Statement identified al nal period provided by applicable law	bove with respect to th	e security interest(s) of Secure	ed Party authorizing this Continuation	Statement is
PARTY INFORMATION					
Check one of these two boxes:		one of these three boxe HANGE name and/or ad		ame: Complete item DELETE nam	ne: Give record nar
This Change affects Debt	or or Secured Party of record	em 6a or 6b; and item 7e	or 7b and item 7c 7a or 7	b. und item 7c lo be deleted	in item 6a or 6b
CURRENT RECORD INFOR	MATION: Complete for Party Information Chan	ige - provide only <u>one</u>	name (6a or 6b)		
6a. ORGANIZATION'S NAME					
Oakstone II, LC					
6b. INDIVIDUAL'S SURNAME	, , , , , , , , , , , , , , , , , , ,	FIRST PERSONAL	NAME	ADDITIONAL NAME(SYNITIAL(S)	SUFFIX
CHANCED OF ADDED INC	DRMATION: Complete for Assignment or Party Information	an Change provide each or	an arms (No or Th) from sound \$40 per	and the section of th	f the Deterris name)
72 ORGANIZATION'S NAME	JOHN HON, Company to Assignment of Party Province	arcange - purpourly g	traine (rath yay (and exact to train	at the same and th	and become a temp
75. INDIVIDUAL'S SURNAME			-		
INDIVIDUAL'S FIRST PER	SONAL NAME				
INDIVIDUAL'S ADDITIONA	L NAME(SWNITIAL(S)				SUFFIX
					1
c. MAILING ADDRESS		CITY		STATE POSTAL CODE	COUNTRY
					1
	<u>_</u> _		÷ – –		
COLLATERAL CHANGE	E: Also check one of these four boxes:	ADD collateral	DELETE collateral	RESTATE covered collateral	ASSIGN collat
Indicate collateral:					
e Exhibit A attached he	ereto for a description of the real estate	e to which certain	of the collateral relates.		
and the second second second					
	ereto for a description of the collateral.				es on the real
tate described in Exhibi	it A, and this financing statement is to	be filed for record	in the real estate records	5.	
			Security of the section as becomes		risection.
	RTY OF RECORD AUTHORIZING THIS		INCOME THE PARTY OF THE PARTY O	(name of Assignor, if this is an Assign	nment)
9a. ORGANIZATION'S NAME		vide name of authorizin	g Debtor		
almost transfer transfer to the first transfer to					
JLL Multifamily, LL	.c			April 1 and 1 and 1 and 1 and 1 and 1 and 1	
9b. INDIVIDUAL'S SURNAME		FIRST PERSONA	LNAME	ADDITIONAL NAME(S)INITIAL(S)	SUFFIX
OPTIONAL FILER REFERE	INCE DATA: Debtor Name: Oakstone I	LLC		-	
4485728	Country Oaks JLL # 2778			208390779	
H03/20	Country Oaks JEC # 2778		s. nachber		
		DATES IT	D) (D 04/00(44)	Prepared by Lien Solution	tions, P.O. Box 2907

### UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS		II.	
11, INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form			
2651250 B 5486 P 1095 3/26/2012 CC UT Davis			
<ol> <li>NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment 12s. ORGANIZATION'S NAME</li> </ol>	lorm		
JLL Multifamily, LLC	1		
. 1			
OR 12b. INDIVIDUAL'S SURNAME			
FIRST PERSONAL NAME			
ADDITIONAL NAME(SYINITIAL(S)	SUFFIX		
		THE ABOVE SPACE IS FOR FILING OFFICE USE	
<ol> <li>Name of DEBTOR on related financing statement (Name of a current Debtor of record record record name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate a</li> </ol>	quired for indexing	purposes only in some filing offices - see Instruction item for's name); see Instructions if name does not fit	13): Provide only
13a, ORGANIZATION'S NAME			-
Oakstone II, LC			
	RSONAL NAME	ADDITIONAL NAME(SYINITIAL(S)	SUFFIX
U.S. Department of Housing and Urban Development  To This SINANCING STATEMENT AMENIUMENT:	17 Descrip	tion of real actates	
15. This FINANCING STATEMENT AMENDMENT:  ☐ covers timber to be cut ☐ covers as-extracted collateral ☒ is filed as a fixture	. 10 (100)	tion of real estate:	
16. Name and address of a RECORD OWNER of real estate described in item 17	3ee E	xhibit A attached hereto.	
(if Debtor does not have a record interest):		ID # 40 000 0000	
	parce	IID # 12-066-0058	
	- 1		
	, , , , , , , , , , , , , , , , , , ,		21
18. MISCELLANEOUS: 84485729-LIT-11 24799 - JONES LANG LASALLE O JLL Mutifamily, LL	.c	File with: Cavis, UT Country Oaks JLL # 27780 20839077	9

	B) ON RELATED FINANCING STA	TEMENT		
ORGANIZATION'S NAME				
OAKSTONE II, L.C.				
INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
THE OF PROPERTY PARTY /2	OR 20) ON DELATED EMANCIM	C STATEMENT		
	OR 3B) ON RELATED FINANCIN	G STATEMENT		
ORGANIZATION'S NAME				_
ORGANIZATION'S NAME				
NAME OF FIRST SECURED PARTY (3A ORGANIZATION'S NAME OAK GROVE COMIM INDIVIDUAL'S LAST NAME		AGE, LLC	ame, 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 997.11 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°44'36" West 495.00 feet; thence North 00°06'05" East for 321.07 feet; thence South 89°44'36" East 495.00 feet to the West line of 1000 East Street; thence South 00°06'05" West 321.07 feet along said street to the point of Beginning.

NAME OF FIRST DEBTOR (1A OR 1B) O	N RELATED FINANCING STATE	MENT		·
ORGANIZATION'S NAME				
OAKSTONE II, L.C.				
INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
	4 4 4			
NAME OF FIRST SECURED PARTY (3A	OR 3B) ON RELATED FINANCIN	O STATEMENT		
ORGANIZATION'S NAME				
OAK GROVE COMM	ERCIAL MORTGA	AGE, LLC	10	
INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLEN	AME, 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:

- All fixtures, equipment and other goods and tangible personal property of every kind and description whatsoever now or hereafter located on, in or at the premises described in Exhibit A to this UCC Financing Statement (the "Premises"), including, but not limited to, all lighting, laundry, incinerating and power equipment; all engines, boilers, machines, motors, furnaces, compressors and transformers; all power generating equipment; all pumps, tanks, ducts, conduits, wire, switches, electrical equipment and fixtures, fans and switchboards; all telephone equipment (except that telephone equipment leased from a telephone company); all piping, tubing, and plumbing equipment and fixtures; all heating, refrigeration, air-conditioning, cooling, ventilating, sprinkling, water, power, waste disposal and communications equipment, systems and apparatus; all water coolers and water heaters; all fire prevention, alarm, and extinguishing systems and apparatus; all cleaning equipment; all lift, elevator and escalator equipment and apparatus; all partitions, shades, blinds, awnings, screens, screen doors, storm doors, exterior and interior signs, gas fixtures, stoves, ovens, refrigerators, garbage disposals, dishwashers, kitchen and laundry fixtures, utensils, appliances and equipment, cabinets, mirrors, mantles, floor coverings, carpets, rugs, draperies and other furnishings and furniture now or hereafter installed or used or usable in the operation of any part of the buildings, structures or improvements erected or to be erected in or upon the Premises and every replacement thereof, accession thereto, or substitution therefor, whether or not the same are now or hereafter attached to the Premises in any manner;
- b. All articles of tangible personal property not otherwise described herein which are now or hereafter located in, attached to or used in, on or about the buildings, structures or improvements now or hereafter located, placed, erected, constructed or built on the Premises and all replacements thereof, accessions thereto, or substitution therefor, whether or not the same are, or will be, attached to such buildings, structures or improvements in any manner;

- c. All rents, leases, lease contracts, lease agreements, income, revenues, issues, profits, royalties and other benefits arising or derived or to be derived from, or related to, directly or indirectly, the Premises, whether or not any of the property described in this item (c) constitutes accounts, chattel paper, documents, general intangibles, instruments, investment property, deposit accounts or money;
- d. All awards now or hereafter made ("Awards") with respect to the Premises as a result of (i) the exercise of the power of condemnation or eminent domain, or the police power, (ii) the alteration of the grade of any street, or (iii) any other injury or decrease in the value of the Premises (including but not limited to any destruction or decrease in the value by fire or other casualty), whether or not any of the property described in this item (d) constitutes accounts, chattel paper, documents, general intangibles, instruments, investment property, deposit accounts or money;
- e. All land surveys, plans and specifications, drawings, briefs and other work product of the Debtor or its employees, contractors or agents, and other papers and records now or hereafter used in the construction, reconstruction, alteration, repair or operation of the Premises;
- f. All leaseholds, licenses, permits, certificates and agreements for the provision of property or services to or in connection with, or otherwise benefiting, the Premises, including, but not limited to, any and all operating leases, certificates of need, bed authorities, Medicare and Medicaid provider agreements, housing assistance payments contracts related to the Premises and any and all renewals, modifications and/or replacements thereof, including any payments or claims thereunder; however, the Secured Party disclaims a security interest in such of the property described in this item (f) to the extent that a security interest in such property may not be granted to the Secured Party without the forfeiture of the rights of the Debtor (or any assignee of the Debtor) or a default resulting thereunder;
- g. Any and all funds, monies, securities and other property held in escrow or as reserves and all rights to receive (or to have distributed to the Debtor) any funds, monies, securities or property held in escrow or as a reserve including but not limited to all of Debtor's rights (if any) to any and all funds or amounts held in reserves or accounts created under the Regulatory Agreement, including, but not limited to, replacement reserve accounts and residual receipts accounts;
- h. All of the Debtor's accounts, general intangibles (including but not limited to payment intangibles, tax refunds, tax refund claims and low income housing tax credits [if any] applicable to the Premises), chattel paper (including but not limited to tangible chattel paper and electronic chattel paper), leases, lease contracts, lease agreements, instruments, documents, inventory, as-extracted collateral, cash, money, deposit accounts, certificates of deposit, investment property, insurance policies, letter-of-credit rights, judgments, liens, causes of action, warranties, guaranties, supporting obligations, and all other properties and assets of the Debtor, tangible or intangible, whether or not similar to the property described in this item (h) or elsewhere in this Exhibit B;

- All books, records and files of whatever type or nature relating to any or all of the
  property or interests in property described herein or the proceeds thereof, whether or not written,
  stored electronically, optically or electromagnetically or in any other form, and whether or not
  such books, records, or files constitute accounts, equipment, goods or general intangibles;
- j. All products and proceeds of any and all of the property (and interests in property) described herein including but not limited to proceeds of any insurance, whether or not in the form of original collateral, accounts, contract rights, chattel paper, general intangibles, equipment, fixtures, goods, investment property, letter-of-credit rights, leases, lease contracts, lease agreements, instruments, inventory, documents, deposit accounts, supporting obligations or cash proceeds;
- k. 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, waters, watercourses, and appurtenances related to or benefiting the Premises, and all rights-of-way, streets, alleys and roads which may have been or in the future may be vacated;
- 1. All contracts, options and other agreements for the sale of the Premises or the improvements thereon, entered into by the Debtor now or in the future, including cash or securities or other security deposited to secure performance by the parties of their obligations, and all construction contracts, architectural and engineering agreements and management contracts now or in the future existing pertaining to the construction, rehabilitation, development, repair, operation, ownership, equipping or management of the Premises;
- m. Any and all rights of Debtor in tenant security deposits which have not been forfeited by any tenant under any lease;
- n. All names under or by which any part of the Premises may be operated or known, and all trademarks, trade names, and goodwill relating to any part of the Premises;
- o. The interest of the Debtor in and to any and all funds and monies created or established and held pursuant to any indenture of trust or similar instrument authorizing the issuance of bonds or notes for the purpose of financing FHA Project No. 105-35210 ("Project") located upon the Premises;
  - All personal property associated with the Project.

3452081 BK 7932 PG 229

UCC FINANCING STATEMENT AMENDMENT **FOLLOW INSTRUCTIONS** A. NAME & PHONE OF CONTACT AT FILER (optional) Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141 B. E-MAIL CONTACT AT FILER (optional) uccfilingreturn@wolterskluwer.com C. SEND ACKNOWLEDGMENT TO: (Name and Address) 24799 - JONES LANG Lien Solutions 84485728 P.O. Box 29071 Glendale, CA 91209-9071 UTUT FIXTURE File with: Davis, UT THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY 1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] 1a. INITIAL FINANCING STATEMENT FILE NUMBER (or recorded) in the REAL ESTATE RECORDS
Files: attach Amendment Addendum (Form UCC3Ad) and 2651250 B 5486 P 1095 3/26/2012 CC UT Davis TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination 3. ASSIGNMENT (full or partial): Provide name of Assignee in item 7e or 7b, and address of Assignee in Item 7c and name of Assigner in item 9 For partial assignment, complete items 7 and 9 and also indicate affected collateral in Item 8 4. X CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law 5. PARTY INFORMATION CHANGE: AND Check one of these three boxes to: Check one of these two boxes: CHANGE name and/or address: Complete item 6s or 6b; and item 7s or 7b and item 7c ADD name: Complete item 7a or 7b, and item 7c DELETE name: Give record na This Change affects Debtor or Secured Party of record to be de eted in Item 6a or 6b 6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b) a. ORGANIZATION'S NAME Oakstone II, LC OR 6b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(SYMITIAL(S) SUFFIX 7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7s or 7b) (use exact, lub name, do not omit, modify, or abbreviate any part of the Debior's name) 7a. ORGANIZATION'S NAME 7b. INDIVIDUAL'S SURNAME INDIVIDUAL'S PIRST PERSONAL NAME INDIVIDUAL'S ADDITIONAL NAME(SYINITIAL(S) SLIFFIX 7c. MAILING ADDRESS ĊITY STATE POSTAL CODE COUNTRY Also check one of these four boxes: ADD collateral ASSIGN collateral COLLATERAL CHANGE: DELETE collateral RESTATE covered 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. 9, NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment) If this is an Amendment authorized by a DEBTOR, check here 🔀 and provide name of authorizing Debtor 9s. ORGANIZATION'S NAME JLL Multifamily, LLC 9b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)INITIAL(S) SUFFIX 10, OPTIONAL FILER REFERENCE DATA: Debtor Name: Oakstone II, LC

208390779

Country Oaks JLL # 27780

84485728

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 	BK 7932 PG 230	)

UCC FINANCING STATEMENT AMENDMENT FOLLOW INSTRUCTIONS A. NAME & PHONE OF CONTACT AT FILER (optional) Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141 B, E-MAIL CONTACT AT FILER (optional) uccfilingreturn@wolterskluwer.com C. SEND ACKNOWLEDGMENT TO: (Name and Address) 24799 - JONES LANG Lien Solutions 84485728 P.O. Box 29071 Glendale, CA 91209-9071 UTUT FIXTURE THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY File with: Davis, UT 1a. INITIAL FINANCING STATEMENT FILE NUMBER 1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS
Filer: altech Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13 2651250 B 5486 P 1095 3/26/2012 CC UT Davis 2. 🔲 TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination ASSIGNMENT (full or partial): Provide name of Assignee in item 7e or 7b, and address of Assignee in item 7c and name of Assignor in item 9 For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8 CONTINUATION: Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law 5. PARTY INFORMATION CHANGE: AND Check one of these three boxes to: Check one of these two boxes: CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ADD name: Complete item 7a or 7b, and item 7c DELETE name: Give record name to be defeted in item 6a or 6b This Change affects Debtor or Secured Party of record 6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b) a. ORGANIZATION'S NAME Oakstone II, LC 65. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(SYMITIAL(S) SUFFIX 7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only gine name (7e or 7b) (use exect, full name; do not ome, modify, or abbreviate any part of the Debtor's name) 7a. ORGANIZATION'S NAME DR 76. INDIVIDUAL'S SURNAME INDIVIDUAL'S FIRST PERSONAL NAME INDIVIDUAL'S ADDITIONAL NAME(SYINITIAL(S) SUFFIX 7c. MAILING ADDRESS STATE CITY POSTAL CODE COUNTRY ASSIGN collateral COLLATERAL CHANGE: Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral Indicate 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. 9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT: Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment) If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor 9a. ORGANIZATION'S NAME JLL Multifamily, LLC OR 96. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(SYNITIAL(S) SUFFIX 10. OPTIONAL FILER REFERENCE DATA: Debtor Name: Oakstone II, LC

208390779

Country Oaks JLL # 27780

84485728

### UCC FINANCING STATEMENT AMENDMENT ADDENDUM

OLLOW INSTRUCTIONS		<u>.</u>	
1. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Ame	ndment form	1	
2651250 B 5486 P 1095 3/26/2012 CC UT Davis		1	
12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as Item 9 on A	Amendment form	]	
12a. ORGANIZATION'S NAME  JLL Multifamily, LLC		1.	
SEE Mulliarnity, EEC		<u>.</u>	
		7	
OR 194 MIDILIDITAL'S BLIGHAME		1	
125. INDIVIDUAL'S SURNAME			
		4	
FIRST PERSONAL NAME			
	Lawrence	4	
ADDITIONAL NAME(SYNITIAL(S)	SUFFIX		
		THE ABOVE SPACE IS FOR FILING OFFICE I	
<ol> <li>Name of DEBTOR on related financing statement (Name of a current Debtor one Debtor name (13a or 13b) (use exact, full name; do not omit, modity, or</li> </ol>	of record required for indexing abbreviate any part of the Deb	purposes only in some filing offices - see instruction its stor's name): see instructions if name does not fit	m 13); Provide only
13a, ORGANIZATION'S NAME			
Oakstone II, LC			
OR 135. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(SYNITIAL(S)	SUFFIX
	THIS TENSOR ENGINE		
14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):			
Department of Housing and Urban Development			
15. This FINANCING STATEMENT AMENDMENT:	17. Descrip	ollon of real estate:	
	as a forture Bling See E	xhibit A attached hereto.	
<ol> <li>Name and address of a RECORD OWNER of real estate described in item 1 (if Debtor does not have a record interest):</li> </ol>	7		
(ii Debior coes not rizare a record diseress).	narco	I ID # 12-066-0058	
	parce	110#12-060-0036	
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to Minoria America Building IV of Arms Indicated Committee	Multifornity LLC	Elevate Perio III Courte Out III 8 27700 200200	7770
18. MISCELLANEOUS; 84485728-UT-11 24799 - JONES LANG LASALLE O JLL	Multifarnity, LLC	File with: Davis, UT Country Oaks JLL # 27780 208390	er r <del>d</del>

OAKSTONE II, L.C.				
INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
and the second second second				
	COR 3B) ON RELATED FINANCIN	G STATEMENT		
ORGANIZATION'S NAME				
NAME OF FIRST SECURED PARTY (3/2) ORGANIZATION'S NAME OAK GROVE COMM		AGE, LLC	IAME, 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 997.11 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°44'36" West 495.00 feet; thence North 00°06'05" East for 321.07 feet; thence South 89°44'36" East 495.00 feet to the West line of 1000 East Street; thence South 00°06'05" West 321.07 feet along said street to the point of Beginning.

NAME OF FIRST DEBTOR (1A OR 1B) ORGANIZATION'S NAME	ON RELATED PINANCING STATE	MENT		
OAKSTONE II, L.C.		and the second second		
INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFEX	
NAME OF FIRST SECURED PARTY (3)	OR 3B) ON RELATED FINANCIN	g Statement		
ORGANIZATION'S NAME				
OAK GROVE COMM	ERCIAL MORTG	AGE, LLC		_
INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLEN	AME, 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:

- All fixtures, equipment and other goods and tangible personal property of every kind and description whatsoever now or hereafter located on, in or at the premises described in Exhibit A to this UCC Financing Statement (the "Premises"), including, but not limited to, all lighting, laundry, incinerating and power equipment; all engines, boilers, machines, motors, furnaces, compressors and transformers; all power generating equipment; all pumps, tanks, ducts, conduits, wire, switches, electrical equipment and fixtures, fans and switchboards; all telephone equipment (except that telephone equipment leased from a telephone company); all piping, tubing, and plumbing equipment and fixtures; all heating, refrigeration, air-conditioning, cooling, ventilating, sprinkling, water, power, waste disposal and communications equipment, systems and apparatus; all water coolers and water heaters; all fire prevention, alarm, and extinguishing systems and apparatus; all cleaning equipment; all lift, elevator and escalator equipment and apparatus; all partitions, shades, blinds, awnings, screens, screen doors, storm doors, exterior and interior signs, gas fixtures, stoves, ovens, refrigerators, garbage disposals, dishwashers, kitchen and laundry fixtures, utensils, appliances and equipment, cabinets, mirrors, mantles, floor coverings, carpets, rugs, draperies and other furnishings and furniture now or hereafter installed or used or usable in the operation of any part of the buildings, structures or improvements erected or to be erected in or upon the Premises and every replacement thereof, accession thereto, or substitution therefor, whether or not the same are now or hereafter attached to the Premises in any manner;
- b. All articles of tangible personal property not otherwise described herein which are now or hereafter located in, attached to or used in, on or about the buildings, structures or improvements now or hereafter located, placed, erected, constructed or built on the Premises and all replacements thereof, accessions thereto, or substitution therefor, whether or not the same are, or will be, attached to such buildings, structures or improvements in any manner;

- c. All rents, leases, lease contracts, lease agreements, income, revenues, issues, profits, royalties and other benefits arising or derived or to be derived from, or related to, directly or indirectly, the Premises, whether or not any of the property described in this item (c) constitutes accounts, chattel paper, documents, general intangibles, instruments, investment property, deposit accounts or money;
- d. All awards now or hereafter made ("Awards") with respect to the Premises as a result of (i) the exercise of the power of condemnation or eminent domain, or the police power, (ii) the alteration of the grade of any street, or (iii) any other injury or decrease in the value of the Premises (including but not limited to any destruction or decrease in the value by fire or other casualty), whether or not any of the property described in this item (d) constitutes accounts, chattel paper, documents, general intangibles, instruments, investment property, deposit accounts or money;
- e. All land surveys, plans and specifications, drawings, briefs and other work product of the Debtor or its employees, contractors or agents, and other papers and records now or hereafter used in the construction, reconstruction, alteration, repair or operation of the Premises;
- f. All leaseholds, licenses, permits, certificates and agreements for the provision of property or services to or in connection with, or otherwise benefiting, the Premises, including, but not limited to, any and all operating leases, certificates of need, bed authorities, Medicare and Medicaid provider agreements, housing assistance payments contracts related to the Premises and any and all renewals, modifications and/or replacements thereof, including any payments or claims thereunder; however, the Secured Party disclaims a security interest in such of the property described in this item (f) to the extent that a security interest in such property may not be granted to the Secured Party without the forfeiture of the rights of the Debtor (or any assignee of the Debtor) or a default resulting thereunder;
- g. Any and all funds, monies, securities and other property held in escrow or as reserves and all rights to receive (or to have distributed to the Debtor) any funds, monies, securities or property held in escrow or as a reserve including but not limited to all of Debtor's rights (if any) to any and all funds or amounts held in reserves or accounts created under the Regulatory Agreement, including, but not limited to, replacement reserve accounts and residual receipts accounts;
- h. All of the Debtor's accounts, general intangibles (including but not limited to payment intangibles, tax refunds, tax refund claims and low income housing tax credits [if any] applicable to the Premises), chattel paper (including but not limited to tangible chattel paper and electronic chattel paper), leases, lease contracts, lease agreements, instruments, documents, inventory, as-extracted collateral, cash, money, deposit accounts, certificates of deposit, investment property, insurance policies, letter-of-credit rights, judgments, liens, causes of action, warranties, guaranties, supporting obligations, and all other properties and assets of the Debtor, tangible or intangible, whether or not similar to the property described in this item (h) or elsewhere in this Exhibit B;

- i. All books, records and files of whatever type or nature relating to any or all of the property or interests in property described herein or the proceeds thereof, whether or not written, stored electronically, optically or electromagnetically or in any other form, and whether or not such books, records, or files constitute accounts, equipment, goods or general intangibles;
- j. All products and proceeds of any and all of the property (and interests in property) described herein including but not limited to proceeds of any insurance, whether or not in the form of original collateral, accounts, contract rights, chattel paper, general intangibles, equipment, fixtures, goods, investment property, letter-of-credit rights, leases, lease contracts, lease agreements, instruments, inventory, documents, deposit accounts, supporting obligations or cash proceeds;
- k. 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, waters, watercourses, and appurtenances related to or benefiting the Premises, and all rights-of-way, streets, alleys and roads which may have been or in the future may be vacated;
- 1. All contracts, options and other agreements for the sale of the Premises or the improvements thereon, entered into by the Debtor now or in the future, including cash or securities or other security deposited to secure performance by the parties of their obligations, and all construction contracts, architectural and engineering agreements and management contracts now or in the future existing pertaining to the construction, rehabilitation, development, repair, operation, ownership, equipping or management of the Premises;
- m. Any and all rights of Debtor in tenant security deposits which have not been forfeited by any tenant under any lease;
- n. All names under or by which any part of the Premises may be operated or known, and all trademarks, trade names, and goodwill relating to any part of the Premises;
- o. The interest of the Debtor in and to any and all funds and monies created or established and held pursuant to any indenture of trust or similar instrument authorizing the issuance of bonds or notes for the purpose of financing FHA Project No. 105-35210 ("Project") located upon the Premises;
  - All personal property associated with the Project.