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Rashelle Hobbs, Recorder, Salt Lake County, Utah  
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170 MAIN ST STE 135 SALT LAKE CITY, UT 84101

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) <b>Amy S. Cannon, Esq. (619-515-3254)</b>
B. E-MAIL CONTACT AT FILER (optional) <b>amy.cannon@procopio.com</b>
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <b>Amy S. Cannon, Esq. Procopio, Cory, Hargreaves &amp; Savitch LLP 525 B Street Suite 2200 San Diego, CA 92101</b>

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 <b>ENCORE APARTMENTS, INC.</b>					
OR	1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY	
<b>c/o Invesco Advisers, Inc., 2001 Ross Avenue, Suite 3400</b>	<b>Dallas</b>	<b>TX</b>	<b>75201</b>	<b>USA</b>	

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 <b>Nationwide Life and Annuity Insurance Company</b>					
OR	3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY	
<b>One Nationwide Plaza, 5th Floor, Mail Code 1-05-701</b>	<b>Columbus</b>	<b>OH</b>	<b>43215</b>	<b>USA</b>	

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

**Please see Exhibits A and B attached hereto.**

5. Check only if applicable and check only one box: Collateral is  held in a Trust (see UCC1Ad, item 17 and Instructions)  being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

Public-Finance Transaction  Manufactured-Home Transaction  A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

Agricultural Lien  Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable):  Lessee/Lessor  Consignee/Consignor  Seller/Buyer  Bailee/Bailor  Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

**PCHS 115589-00000194/NW 00-1103547**

# 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 <b>ENCORE APARTMENTS, INC.</b>	
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 UCC1) (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				
OR				
11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

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:  
**Please see Exhibits A and B attached hereto.**

17. MISCELLANEOUS:

## EXHIBIT A TO UCC-1 FINANCING STATEMENT

### **Debtor:**

ENCORE APARTMENTS, INC.  
c/o Invesco Advisers, Inc.  
2001 Ross Avenue, Suite 3400  
Dallas, Texas, 75201  
Attn: Jason W. Geer

### **Secured Party:**

Nationwide Life and Annuity Insurance  
Company  
One Nationwide Plaza  
Fifth Floor  
Columbus, OH 43215  
Attn: Real Estate Investments, 1-05-701

This Financing Statement covers the following collateral: all present and future rights, titles, interests, estates, powers and privileges that Debtor now has or may hereafter acquire in or to the following property and any interest therein, but only to the extent that such property constitutes personal property in which a security interest may be perfected by the filing of a financing statement under the applicable Uniform Commercial Code (the "UCC"):

1. The real property located in the County of Salt Lake, State of Utah, and more particularly described in Exhibit B attached to this UCC-1 Financing Statement (the "Real Property");
2. The buildings, structures and other improvements of any kind, nature or description now or hereafter erected, constructed, placed or located upon the Real Property, including, without limitation, any and all additions to, substitutions for, or replacements of such improvements (the "Improvements");
3. All the strips and gores, rights-of-way, easements, privileges, profits and other appurtenances now or hereafter belonging or in any way appertaining to the Real Property, including, without limitation, all right, title and interest of Debtor in any after-acquired right, title, interest, remainder or reversion in and to the beds of any ways, streets, avenues, roads, alleys, passages and public places, open or proposed, in front of, running through, adjoining or adjacent to the Real Property (the "Appurtenances");
4. All fixtures, materials, equipment, machinery, apparatus, and other property now or hereafter attached to, installed in, or used in connection with the Improvements, including, but not limited to, furnaces, steam boilers, hot-water boilers, oil burners, pipes, radiators, air-conditioning and sprinkler systems, gas and electric fixtures, carpets, rugs, shades, awnings, screens, elevators, and all other furnishings, tools, equipment and machinery, building supplies, materials, and all fixtures, accessions and appurtenances thereto, and all renewals or replacements of, or substitutions for, any of the foregoing, all of which property and things are hereby declared to be permanent fixtures and part of the realty conveyed herein as security for the Indebtedness (the "Fixtures");
5. All (but expressly excluding any hazardous substances) Goods (including, without limitation, Consumer Goods, Inventory, Equipment and Farm Products), Accounts, Chattel Paper (including, without limitation, Electronic Chattel Paper and Tangible Chattel Paper),

Instruments, General Intangibles (including, without limitation, Payment Intangibles and Software), Letters of Credit, Letter-of-Credit Rights, Documents, As-Extracted Collateral, Money and Deposit Accounts of every kind, and all proceeds thereof, either directly or indirectly, in connection with the complete and comfortable use, occupancy and operation of the Real Property, Improvements, Appurtenances or Fixtures, including, without limitation, any and all licenses, permits or franchises, used or required in connection with such use, occupancy or operation;

6. All proceeds thereof or therefrom regardless of form, all rents, all monetary deposits which Debtor has been required to give to any public or private utility with respect to utility services furnished to the Real Property or Improvements, all proceeds (including premium refunds) of each policy of insurance relating to the Real Property or Improvements, all condemnation awards, all amounts deposited in escrow for the payment of Impositions, assessments, charges, ground rentals and/or premiums for policies of insurance with respect to the Real Property, all proceeds and other amounts paid or owing to Debtor under or pursuant to any and all contracts and bonds relating to the construction, erection or renovation of the Real Property or Improvements;
7. All right, title and interest of Debtor in and to all oil, gas and other hydrocarbons and other minerals produced from or allocated to the Real Property and all products processed or obtained therefrom, and the proceeds thereof; and
8. All accounts and general intangibles under which such proceeds may arise, together with any sums of money that may now or at any time hereafter become due and payable to Debtor by virtue of any and all royalties, overriding royalties, bonuses, delay rentals and any other amount of any kind or character arising under any and all present and future oil, gas and mining leases covering the Real Property or any part thereof (Item 8, together with Items 5-7 above, the "Security Property").

For purposes of this Financing Statement, the following terms shall have the following meanings:

- A. "Awards" means all Taking proceeds, including awards or proceeds of sale in lieu of condemnation, and all judgments, decrees and awards for injury or damage to the Property.
- B. "Environmental Laws" means any and all federal, state and local health, safety, environmental or natural resource laws, statutes, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, regulations, published guidance documents or similar items (whether now existing or hereafter enacted or promulgated) of all Governmental Authorities, having jurisdiction, and all other state, federal and local laws, regulations, rules, ordinances, and orders which govern: (i) the existence, cleanup and/or remedy of contamination on property; (ii) the emission or discharge of Hazardous Substances into the environment; (iii) the control of Hazardous Substances; (iv) the use, generation, transport, treatment, storage, disposal, removal, or recovery of Hazardous Substances; or (v) the safety and health of employees, any tenant, other user or invitee; as well as all applicable judicial and administrative and regulatory decrees, judgments or orders (including without limitation the "common law") and all applicable covenants running with the land that relate to the protection of health, safety, environment or natural

resources, including, without limitation: (a) The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by The Superfund Amendments and Reauthorization Act of 1986; (b) The Resource Conservation and Recovery Act of 1976, as amended by The Used Oil Recycling Act of 1980; (c) The Solid Waste Disposal Act Amendment of 1980; (d) The Hazardous and Solid Waste Amendments of 1984; (e) The Hazardous Materials Transportation Act; (f) The Clean Water Act; (g) The Clean Air Act; (h) The Toxic Substances Control Act; (i) The Safe Drinking Water Act; (j) The Occupational Safety and Health Act; (k) The Federal Water Pollution Control Act; (l) The Federal Insecticide, Fungicide and Rodenticide Act, and all Utah Department of Environmental Quality (UDEQ) policies, procedures, requirements and regulations, now or hereafter established, including, without limitation, the Utah Environmental Quality Control Act, Title 19, Utah Revised Statutes, including the Utah Air Conservation Act (Utah Code Ann. § 19-2-101, et seq.); the Utah Radiation Control Act (Utah Code Ann. § 19-3-101, et seq.); the Utah Safe Drinking Water Act (Utah Code Ann. § 19-4-101, et seq.); the Utah Water Quality Act (Utah Code Ann. § 19-5-101, et seq.); the Utah Solid and Hazardous Waste Act (Utah Code Ann. § 19-6-101, et seq.); the Utah Hazardous Substance Mitigation Act (Utah Code Ann. § 19-6-301, et seq.), the Utah Underground Storage Tank Act (Utah Code Ann. § 19-6-401, et seq.); or the Solid Waste Management Act (Utah Code Ann. § 19-6-501, et seq.); the Utah Lead Acid Battery Disposal Act (Utah Code Ann. § 19-6-601, et seq.); and the Utah Used Oil Management Act (Utah Code Ann. § 19-6-701, et seq.), all as now or hereafter amended.

C. "Hazardous Substances" means any substance:

- a. the presence of which requires investigation, reporting, removal or remediation under any Environmental Law;
- b. that is or becomes defined as a "hazardous waste," "hazardous substance," "hazardous material," "extremely hazardous substance," or other type of pollutant or contaminant under any applicable Environmental Law;
- c. that is toxic, reactive, explosive, corrosive, flammable, radioactive, carcinogenic, mutagenic, teratogenic, or otherwise hazardous and is or becomes regulated by any applicable Environmental Law;
- d. that is or contains oil, gasoline, diesel fuel, aviation fuel, or other petroleum hydrocarbons, products or derivatives, other than petroleum, crude oil, and petroleum products to the extent contained within regularly operated motor vehicles;
- e. that is or contains PCBs, asbestos, radon or urea formaldehyde;
- f. that is fungi or bacterial matter which reproduces through the release of spores or the splitting of cells, including but not limited to, mold (including, without limitation, penicillium/aspergillus and stachybotrys chartarum), and Legionella (legionella pneumophila); or

- g. the presence of which causes or threatens to cause a nuisance upon the Property or to adjacent property or poses or threatens to pose a hazard to the health or safety of any person, to plant or animal life, or to the environment, including, but not limited to sewage sludge, industrial slag, solvents and/or any other similar substances or materials.

Notwithstanding the foregoing, “Hazardous Substances” shall not include (i) de minimis quantities of such materials, or (ii) substances customarily present in the ordinary course of business of ownership, operation and maintenance of a multifamily property in a prudent manner, but only during the period that the same are stored in reasonable and customary quantities and stored and/or used in accordance with applicable Environmental Laws.

- D. “Lease”, individually, or “Leases”, collectively, means any and all leases, master leases, subleases, licenses, concessions, or other agreements (whether written or oral, or now or hereafter in effect) which grant to third parties a possessory interest in and to, or the right to use or occupy, all or any part of the Property, together with all Debtor’s interest, if any, in guarantees thereof and security and other deposits related thereto (to the extent same are not Rents), and all other rights and benefits arising from the Leases except the Rents, and any and all amendments, extensions, expansions, renewals or restatements thereto or thereof.
- E. “Property” means (a) the Real Property, and (b) the Improvements and all of Debtor’s interest, if any, in and to the following: (c) all minerals, royalties, gas rights, water, water rights, and other emblements now or hereafter located on, under or above all or any part of the Real Property; (d) the Rents; (e) any and all awards, payments or settlements, including interest thereon, and the right to receive the same, as a result of: (i) the exercise of the right of eminent domain; (ii) the alteration of the grade of any way, street, avenue, road, alley, passage or public place; (iii) any other injury, damage, casualty or claim relating to the taking of, or decrease in the value of, the Real Property, Improvements, Fixtures; or (iv) proceeds of insurance awards, to the extent of all amounts which may be secured by the applicable security instrument at the date of any such award or payment including, but not limited to, reasonable attorneys’ fees, costs and disbursements incurred by Secured Party in connection with the collection of such award or payment; (f) the Fixtures; (g) the Security Property; and (h) all agreements or contracts now or hereafter existing relating to any interest rate cap agreements, swaps or other interest hedging agreements.
- F. “Rents” means any and all leases, licenses, contracts, rents (including “rents” as defined in the Utah Uniform Assignment of Rents Act, Utah Code Annotated, § 57-26-101 et seq. (the “Utah Rents Act”)), security deposits, license fees, royalties, issues, revenues, profits, proceeds, deposits, income and other benefits, including accounts receivable, Termination Fees, of, accruing to, or derived from the Real Property, Improvements and Appurtenances, and any business or enterprise presently situated or hereafter operated thereon, and all of Debtor’s interest, if any, under any and all lease guaranties, letters of credit, and any other credit support furnished to Debtor in connection with any of the foregoing and any and all amounts furnished to Debtor in connection with any sales of the Property, including, but not limited to earnest money deposits.

G. "Taking" means any actual or threatened commencement of any proceedings under eminent domain, including, but not limited to any taking by eminent domain, recovery for inverse condemnation or by deed in lieu thereof, whether permanent or temporary, of all or any part of the Property including any easement or any appurtenance thereto, including any change in grade of any right of way, street, or public place.

All terms used herein and not otherwise defined shall have the meanings assigned to them in the UCC.

**EXHIBIT B TO UCC-1 FINANCING STATEMENT**

**Debtor:**

ENCORE APARTMENTS, INC.  
c/o Invesco Advisers, Inc.  
2001 Ross Avenue, Suite 3400  
Dallas, Texas, 75201  
Attn: Jason W. Geer

**Secured Party:**

Nationwide Life and Annuity Insurance  
Company  
One Nationwide Plaza  
Fifth Floor  
Columbus, OH 43215  
Attn: Real Estate Investments, 1-05-701

The land described herein is situated in the State of Utah, County of Salt Lake, City of Salt Lake City, described as follows:

For APN/Parcel ID(s): 16-06-403-028

Beginning at the Southeast corner of Lot 1, Block 37, Plat "B", Salt Lake City Survey, said Southeast corner being also South 89°57'54" West along the Centerline 64.00 feet and North 00°01'50" West 66.54 feet from the Brass Cap Monument at the intersection of 400 South and 500 East Streets; and running thence along the South Line of said Block 37, South 89°58'10" West 305.00 feet to the East Right-of-Way Line of Denver Street; thence along said East Right-of-Way Line North 00°01'50" West 275.00 feet; thence North 89°58'10" East 140.00 feet to the West Line of said Lot 1, Block 37; thence along said West Line South 00°01'50" East 110.00 feet; thence North 89°58'10" East 165.00 feet to the East Line of said Block 37; thence along said East Line South 00° 01'50" East 165.00 feet to the Point of Beginning.