3553440
BK 8393 PG 596
2,7000070000

E 3553440 B 8393 P 596-608 RICHARD T. MAUGHAN DAVIS COUNTY, UTAH RECORDER 12/6/2023 3:06 PM FEE 76.00 Pas: 13 DEP AAM REC'D FOR LIEN SOLUTIONS

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACY AT FILER (optional) Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141 B. E-MAIL CONTACT AT FILER (optional) uccfilingretum@wolterskluwer.com C. SEND ACKNOWLEDGMENT TO: (Name and Address) Lien Solutions 96122620 P.O. Box 29071 UTUT Glendale, CA 91209-9071 FIXTURE

12-128-0001 thry 0028

File with: Davis, UT		THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY					
a, INITIAL FINANCING STATEMENT FILE NUMBER BK:7252PG:2119-2124 4/30/2019 CC UT Dav		This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS Files: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13					
 TERMINATION: Effectiveness of the Financing Statement Statement 	tidentified above is terminated with re	espect to the security interest(s) of Secured Party authorizing this Termination					
, ASSIGNMENT (full or padial): Provide name of Assignee For partial assignment, complete items 7 and 9 and also it		gnee in Item 7c and name of Assignor in Item 9					
 CONTINUATION: Effectiveness of the Financing Statemer continued for the additional period provided by applicable. 		security Interest(s) of Secured Party authorizing this Continuation Statement is					
. PARTY INFORMATION CHANGE:							
Check one of these two boxes:	AND Check one of these three boxes						
This Change affects Debtor or Secured Party of record	CHANGE name and/or add item 6a or 6b; and item 7a	fress: Complete or 7b and Item 7c ADD name: Complete item DELETE name: Give record name to be deleted in item 6a or 6b					
. CURRENT RECORD INFORMATION: Complete for Party Info	rmation Change - provide only one n	ame (6a or 6b)					
69. ORGANIZATION'S NAME 163 CLEARFIELD, LLC							
66. INDIVIDUAL'S SURNAME.	FIRST PERSONAL	NAME ADDITIONAL NAME(SYNITTAL(S) SUFFIX					
CHANGED OR ADDED INFORMATION. Complete for Assignment of	or Party Information Change - provide poly por	name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debion's name)					
7±. ORGANIZATION'S NAME							
76. INDIVIDUAL'S SURNAME							
INDIVIDUAL'S FIRST PERSONAL NAME							
INDIVIDUAL'S ADDITIONAL NAME(SYNITIAL(S)		SUFFIX					
7c. MAILING ADDRESS	спу	STATE POSTAL CODE COUNTRY					
COLLATERAL CHANGE: Also check one of these fou Indicate collateral: See attached Exhibit A for legal description and Exhibit		DELETE collateral RESTATE covered collateral ASSIGN collateral					

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)

BOORGANIZATION'S NAME.
WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED HOLDERS OF J.P. MORGAN CHASE COMMERCIAL MORTGAGE SECURITIES CORP., MULTIFAMILY MORTGAGE PASS-THROUGH CERTIFICATES
56. INDIVIDUAL'S SURNAME | ADDITIONAL NAME (SUNITIALIS) | SUFFIX

Prepared by Lian Solutions, P.O. Box 29071, Glandsle, CA 91209-9071 Yel (800) 331-3282

SUFFIX

If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

10. OPTIONAL FILER REFERENCE DATA: Debtor Name: 163 CLEARFIELD, LLC

96. INDIVIDUAL'S SURNAME

96122620

LICC FINANCING STATEMENT AMENDMENT ADDENDUM

	C FINANCING STATEMENT AMENDMENT LOW INSTRUCTIONS	ADDENDUM			
11. 11	IITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Am	endment form	7		
BK:	7252PG:2119-2124 4/30/2019 CC UT Davis		.s.		
12.1	IAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on	Amendment form	7		
	12s, ORGANIZATION'S NAME WILMINGTON TRUST, NATIONAL ASSOCIATION, A THE REGISTERED HOLDERS OF J.P. MORGAN C		1		
	MORTGAGE SECURITIES CORP., MULTIFAMILY N PASS-THROUGH CERTIFICATES, SERIES 2019-SI	7			
OR	12b. INDIVIDUAL'S SURNAME		1		
	FIRST PERSONAL NAME		1		
	ADDITIONAL NAME(SYINITIAL(S)	SUFFIX	7115 400115		
13.1	dame of DEBTOR on related financing statement (Name of a current Debto one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or	or of record required for indexing	ng purposes only in som	PACE IS FOR FILING OFFICE US Be Sling offices - see Instruction item untions if name does not fit	
1	13a. ORGANIZATION'S NAME	and the second			
	163 CLEARFIELD, LLC				
OR	13b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	1	ADDITIONAL NAME(SYMITIAL(S)	SUFFIX
The WILL	RTGAGE SECURITIES CORP., MULTIFAMILY MORTGAGE EET , WILMINGTON, DE 19890 complete Information for Authorizer number 1 MINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTE RTGAGE SECURITIES CORP., MULTIFAMILY MORTGAGE D NORTH MARKET STREET MINGTON, DE 19890	EE FOR THE REGISTER PASS-THROUGH CER	RED HOLDERS OF	J.P. MORGAN CHASE CON ES 2019-SB66	MMERCIAL
	covers timber to be cut covers as-extracted collateral in file and address of a RECORD OWNER of real estate described in Item of Debtor does not have a record interest):	17	attached Exh oit B attached	ibit A for legal desc t hereto.	cription and
18.1	MISCELLANEOUS: 96122620-UT-11 WII	LMINGTON TRUST, NATIONAL	File with: Davis, UT		

EXHIBIT A

(the "Land")

All of Units A, B, C, D, Building I; All of Units A, B, C, D, Building 2; All of Units A, B, C, D, E, F, Building 3; All of Units A, B, C, D, E, Building 4; All of Units A, B, C, D, Building 5; All of Units A, B, C, D, Building 6; Westmont Condominium, as is defined established and identified on the Record of Survey Map of Westmont Condominium, recorded in the office of the County Recorder of Davis County, Utah on the 16th day of June, 1982 as Entry No. 617192 in Book 905, Page 546, of Records and in the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements recorded June 16, 1982 as Entry No. 617193 in Book 905, Page 547, records of Davis County, Utah, and any amendments thereto.

Together with an undivided interest in and to the Common Areas and Facilities as to the same are established and identified in the Map and Declaration referred to bereinabove, as recited and defined in said Declaration.

Parcel No.: 12-128-0001, 12-128-0002, 12-128-0003, 12-128-0004, 12-128-0005, 12-128-0006, 12-128-0007, 12-128-0008, 12-128-0009, 12-128-0016, 12-128-0011, 12-128-0012, 12-128-0013, 12-128-0014, 12-128-0015, 12-128-0016, 12-128-0017, 12-128-0018, 12-128-0019, 12-128-0020, 12-128-0021, 12-128-0022, 12-128-0023, 12-128-0024, 12-128-0025, 12-128-0026, 12-128-0027, 12-128-0028



Financing Statement Exhibit B – SBL (Revised 11-02-2015)

EXHIBIT B

All of Debtor's present and future right, title, and interest in and to all of the following:

- (1)"Fixtures," which means all property owned by Debtor which is attached to the real property described in Exhibit A ("Land") and/or the improvements located on the Land ("Improvements") ("Property" means the Land and/or the Improvements) so as to constitute a fixture under applicable law, including: machinery, equipment, engines, boilers, incinerators and 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, 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 disposers, 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; and exercise equipment.
- (2) "Personalty," which means all of the following:
 - Accounts (including deposit accounts) of Debtor related to the Property.
 - (ii) Equipment and inventory owned by Debtor, which are used now or in the future in connection with the ownership, management or operation of the Land or Improvements or are located on the Land or Improvements, including furniture, furnishings, machinery, building materials, goods, supplies, tools, books, records (whether in written or electronic form) and computer equipment (hardware and software).
 - (iii) Other tangible personal property owned by Debtor which is used now or in the future in connection with the ownership, management or operation of the Land or Improvements or is located on the Land or in the Improvements, including ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers and other appliances (other than Fixtures).
 - Any operating agreements relating to the Land or the Improvements.
 - (v) Any surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Land or the Improvements.

- (vi) All other intangible property, general intangibles and rights relating to the operation of, or used in connection with, the Land or the Improvements, including all governmental permits relating to any activities on the Land and including subsidy or similar payments received from any sources, including a "Governmental Authority" (defined as any board, commission, department, agency or body of any municipal, county, state or federal governmental unit, or any subdivision of any of them, that has or acquires jurisdiction over the Property, or the use, operation or improvement of the Property, or over Debtor).
- (vii) Any rights of Debtor in or under any letter of credit required under the terms of the Loan Agreement evidencing and securing the loan ("Loan") secured by this financing statement ("Loan Agreement").
- (3) 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.
- (4) 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 Property, whether or not Debtor obtained the insurance pursuant to Secured Party's requirement.
- (5) All awards, payments and other compensation made or to be made by any Governmental Authority with respect to the Land, or if Debtor's interest in the Land is pursuant to a ground lease, the ground lease and the leasehold estate created by such ground lease ("Leasehold Estate"), the Improvements, the Fixtures, the Personalty or any other part of the Property, 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 Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof.
- (6) All contracts, options and other agreements for the sale of the Land, or the Leasehold Estate, as applicable, the Improvements, the Fixtures, the Personalty or any other part of the Property entered into by Debtor now or in the future, including cash or securities deposited to secure performance by parties of their obligations.
- (7) All "Rents," which means all rents (whether from residential or non-residential space), revenues and other income of the Land or the Improvements, parking fees, laundry and vending machine income and fees and charges for food, health care and other services provided at the Property, whether now due, past due or to become due, and deposits forfeited by tenants, and, if Debtor is a cooperative housing corporation or association, maintenance fees, charges or assessments payable by shareholders or residents under proprietary leases or occupancy agreements, whether now due, past due or to become due.

- (8) All "Leases," which means all present and future leases, subleases, licenses, concessions or grants or other possessory interests in force now or hereafter, whether oral or written, covering or affecting the Property, or any portion of the Property (including proprietary leases or occupancy agreements if Debtor is a cooperative housing corporation), and all modifications, extensions or renewals.
- (9) All earnings, royalties, accounts receivable, issues and profits from the Land, the Improvements or any other part of the Property, and all undisbursed proceeds of the Loan.
- (10) All deposits to a "Reserve Fund" (defined as all amounts deposited by the Debtor with Secured Party in connection with the Loan for the payment of taxes or insurance premiums or as otherwise required pursuant to the Loan Agreement), whether in cash or as a letter of credit.
- (11) All refunds or rebates of taxes by a Governmental Authority (other than refunds applicable to periods before the real property tax year in which this financing statement is recorded or filed) or insurance premiums by an insurance company.
- (12) All tenant security deposits which have not been forfeited by any tenant under any Lease and any bond or other security in lieu of such deposits.
- (13) All names under or by which the Property or any part of it may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Property.
- (14) All proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds.

UCC FINANCING STATEMENT AMENDMENT

	LOW INSTRUCTIONS	DINENI						
A. I	NAME & PHONE OF CONTACT AT FILER (optional) me: Wolters Kluwer Lien Solutions Phone: 800-331-	-3282 Fax: 8	18-662-4141	7				
В. І	E-MAIL CONTACT AT FILER (optional) uccfilingretum@wolterskluwer.com			1				
C.	SEND ACKNOWLEDGMENT TO: (Name and Address)			1				
١	Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	96122 UTUT FIXTU						
П		FIXTU		* N-1000 - 1000 * Tables				
Ļ	File with: Davis, UT NITIAL FINANCING STATEMENT FILE NUMBER			1b. This FINANCING		OR FILING OFFICE		
	:7252PG:2119-2124 4/30/2019 CC UT Davis			(or recorded) in th	O REAL ESTATE	RECORDS m UCC3Ad) and provide i		
2. [TERMINATION: Effectiveness of the Financing Statement Ide Statement	entified above is	s terminated with	respect to the security int	erest(s) of Secure	d Party authorizing thi	s Termination	
3. [ASSIGNMENT (full or partial): Provide name of Assignee in it For partial assignment, complete items 7 and 9 <u>and</u> also indi				ne of Assignor in	item 9		
4. (CONTINUATION: Effectiveness of the Financing Statement is continued for the additional period provided by applicable law		with respect to	the security interest(s) of S	ecured Party auth	norizing this Continuati	on Statement is	
5.								
	theck <u>one</u> of these two boxes: This Change affects Debtor or Secured Party of record		of these three bor GE name and/or a a or 6b; <u>and</u> item i	eddress: CompleteA	DD name: Comple a or 7b. <u>and</u> item 7	te item DELETÉ na c De delete	ame: Give record name ad in Ilam 5a or 5b	
6. C	URRENT RECORD INFORMATION: Complete for Party Informs 6a. ORGANIZATIONS NAME	ation Change -	provide only one	name (6a or 6b)				
	163 CLEARFIELD, LLC							
OR	6b. INDÍVIDIJÁL'S SURNAME	,	FIRST PERSON	AL NAME	ADDITIO	NAL NAME(SYMITIAL(S)	SUFFIX	
7. C	HANGED OR ADDED INFORMATION: Complete for Assignment or P.	arty Information Cha	ange - provide only	one name (7a or 7b) (use exact, i	full runne; do not omit, i	modify, or abbreviate any per	of the Debtor's name)	
	7s. ORGANIZATION'S NAME							
OR	7b. INDIVIDUAL'S SURNAME	-			-			
	INDIVIDUAL'S FIRST PERSONAL NAME				W		-	
			4.5					
	INDIVIDUAL'S ADDITIONAL NAME(SYINITIAL(S)						SUFFIX	
7c.	MAILING ADDRESS		CITY		STATE	POSTAL CODE	COUNTRY	
				jedjebni ve				
8. COLLATERAL CHANGE: Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral Indicate collateral: See attached Exhibit A for legal description and Exhibit B attached hereto.								
	NAME OF SECURED PARTY OF RECORD AUTHORIZE (this is an Amendment authorized by a DEBTOR, check here		ENDMENT: Pr name of authorizi		or 9b) (name of As	signor, if this is an Assi	gnment)	
- 1	99. ORGANIZATIONS NAME WILMINGTON TRUST, NATIONAL ASSOCI	IATION, AS	TRUSTEE	FOR THE REGIST	TERED HOLI	DERS OF J.P. N	IORGAN	
QR	CHASE COMMERCIAL MORTGAGE SECU	RITIES CO	FIRST PERSON	IFAMILY MORTGA	GE PASS-T	HROUGH CERT NAL NAME(SYMITTAL(S)	TIFICATES,	
10	OPTIONAL FILER REFERENCE DATA: Debtor Name: 16:	3 CLEAREIE	ID HC			al and a second		
	122620	, VELLANTIE						

FOLLOW INSTRUCTIONS	DMENT					
A. NAME & PHONE OF CONTACT AT FILER (optional) Name: Wolters Kluwer Lien Solutions Phone: 800-331	I-3282 Fax: 81	18-662-4141]			
B. E-MAIL CONTACT AT FILER (optional) uccfilingretum@wolterskluwer.com	- Au		Ī			
C. SEND ACKNOWLEDGMENT TO: (Name and Address)			1			
Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	961226 UTUT	•				
1	FIXTU	RE	1			
File with: Davis, UT		-	THE ABOVE S	SPACE IS FO	OR FILING OFFICE US	SE ONLY
ta. INITIAL FINANCING STATEMENT FILE NUMBER BK:7252PG:2119-2124 4/30/2019 CC UT Davis	s		1b. This FINANCING ST (or recorded) in the I Filer: stach Amendmen	REAL ESTATE	ENDMENT is to be filed [f RECORDS on UCC3Ad] and provide Deb	
 TERMINATION: Effectiveness of the Financing Statement id Statement 	dentified above is	terminated with	respect to the security interes	isi(s) of Secure	ed Party authorizing this T	emination
ASSIGNMENT (full or partial): Provide name of Assignee in For partial assignment, complete items 7 and 9 and also industrial.				of Assignor in	ilem 9	
CONTINUATION: Effectiveness of the Financing Statement continued for the additional period provided by applicable law		with respect to t	he security interest(s) of Sec	ured Party aut	horizing this Continuation	Statement is
5. PARTY INFORMATION CHANGE:		11 11 1				
Check one of these two boxes:	AND Check one of			name: Comple	te iom DELETE nome	: Give record name
This Change affects Debtor or Secured Party of record			a or 7b and item 7c 7a o	7b. and item 7	c to be deleted in	ilem 6a or 6b
 CURRENT RECORD INFORMATION: Complete for Party Inform 6s. ORGANIZATION'S NAME 	nation Change - p	provide only <u>one</u>	name (6a or 6b)	- i		
163 CLEARFIELD, LLC						
OR 6b. INDIVIDUAL'S SURNAME	,	FIRST PERSONA	AL NAME	ADOMO	NAL NAME(S)INITIAL(S)	SUFFIX
7. CHANGED OR ADDED INFORMATION: Complete for Assignment or I	Destrutation of the	ma - manda anti-	ness nesses (7a or Th) (see owned bull-	name: do not omit	modify or athrewisis any part of E	the Deblor's name)
7a. ORGANIZATION'S NAME	Terry recomptant care	de a broude dust ?	and the country loss seems, to a	and, oo hat and,	The second secon	The Delater of Training
OR 75. INDIVIDUAL'S SURNAME						
INOIVIDUAL'S FIRST PERSONAL NAME						
INDIVIDUAL'S ADDITIONAL NAME(SYINITIAL(S)			· ·			SUFFIX
7c, MAILING ACORESS		CITY	- 4	STATE	POSTAL CODE	COUNTRY
8. COLLATERAL CHANGE: Also check one of these four t	boxes: [.] ADD	collateral	DELETE collateral	RESTATE	covered collateral	ASSIGN collateral
Indicate colleteral:						
See attached Exhibit A for legal description and Exhibit	t B attached h	ereto.				
	idan sebagai a la seconda					
 NAME OF SECURED PARTY OF RECORD AUTHORIZ If this is an Anventement authorized by a DEBTOR, check here 		NDMENT: Pro ame of authorizing	and the second s	b) (name of As	signor, if this is an Assignn	sent)
WILMINGTON TRUST, NATIONAL ASSOC			•	DED HOU	DEDG OF 1D MO	DCAN
CHASE COMMERCIAL MORTGAGE SECU	JRITIES CO	RP., MULT	FAMILY MORTGAG	E PASS-T	HROUGH CERTIF	ICATES.
OR 96. INDIVIDICAL'S SURNAME		FIRST PERSONA			NAL NAME(SWNITIAL(S)	SUFFIX
10. OPTIONAL FILER REFERENCE DATA: Debtor Name: 16	O CARCIE	D 11 C				
96122620	3 CLEARFIEL	LD, LLG				

7.	COMMEND AMENDMENT AMENDMENT AMENDMENT A	ADDEND	ŲМ				
11.	NITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1s on Amen	dment form		l			
BK	:7252PG:2119-2124 4/30/2019 CC UT Davis						
12.	NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on A						
	WILMINGTON TRUST, NATIONAL ASSOCIATION, AS THE REGISTERED HOLDERS OF J.P. MORGAN CHA						
	MORTGAGE SECURITIES CORP., MULTIFAMILY MO PASS-THROUGH CERTIFICATES, SERIES 2019-SB6						
OR	12b. INDIVIDUAL'S SURNAME						
	FIRST PERSONAL NAME		7/1				
	ADDITIONAL NAME(SYNITIAL(S)	1	SUFFIX				
13.	 Name of DERTOR on related financing statement (Name of a current Debtor o			purposes only in sor		struction item 1	
	one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or a	bbreviate any pa	art of the Debb	or's name); see Instr	uctions if name does o	ot fit	
	13a ORGANIZATION'S NAME 163 CLEARFIELD, LLC						
OR	13b. INDIVIDUAL'S SURNAME	FIRST PERSON	NAL NAME		ADDITIONAL HAME(S)	INITIAL(S)	SUFFIX
The WILL	cured Party Name and Address: MINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE RTGAGE SECURITIES CORP., MULTIFAMILY MORTGAGE PREET, WILMINGTON, DE 19890 complete information for Authorizer number 1 MINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE RTGAGE SECURITIES CORP., MULTIFAMILY MORTGAGE PONORTH MARKET STREET MINGTON, DE 19890 This FINANCING STATEMENT AMENDMENT:	FOR THE R	EGISTERE IGH CERTI	FICATES, SERII D HOLDERS OF FICATES, SERII ion of real estate:	ES 2019-SB66 - 11	HASE COMM	MARKET
	covers timber to be cut covers as-extracted collateral so filed a Name and address of a RECORD OWNER of real estate described in Item 17 (if Debtor does not have a record interest):	as a fixture filing	OCC at	tached Exh	ibit A for leg d hereto.	al descri	ption and
18.	MISCELLANEOUS: 96122620-UT-11 WILMS	INGTON TRUST, N	LATIONAL	File with: Davis, UT			

EXHIBIT A

(the "Land")

All of Units A, B, C, D, Building I; All of Units A, B, C, D, Building 2; All of Units A, B, C, D, E, F, Building 3; All of Units A, B, C, D, E, Building 4; All of Units A, B, C, D, Building 5; All of Units A, B, C, D, Building 6; Westmont Condominium, as is defined established and identified on the Record of Survey Map of Westmont Condominium, recorded in the office of the County Recorder of Davis County, Utah on the 16th day of June, 1982 as Entry No. 617192 in Book 905, Page 546, of Records and in the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements recorded June 16, 1982 as Entry No. 617193 in Book 905, Page 547, records of Davis County, Utah, and any amendments thereto.

Together with an undivided interest in and to the Common Areas and Facilities as to the same are established and identified in the Map and Declaration referred to hereinabove, as recited and defined in said Declaration.

Parcel No.: 12-128-0001, 12-128-0002, 12-128-0003, 12-128-0004, 12-128-0005, 12-128-0006, 12-128-0007, 12-128-0008, 12-128-0010, 12-128-0011, 12-128-0012, 12-128-0013, 12-128-0014, 12-128-0015, 12-128-0016, 12-128-0017, 12-128-0018, 12-128-0019, 12-128-0020, 12-128-0021, 12-128-0022, 12-128-0023, 12-128-0024, 12-128-0025, 12-128-0026, 12-128-0027, 12-128-0028



Financing Statement Exhibit B – SBL (Revised 11-02-2015)

EXHIBIT B

All of Debtor's present and future right, title, and interest in and to all of the following:

- (1) "Fixtures," which means all property owned by Debtor which is attached to the real property described in Exhibit A ("Land") and/or the improvements located on the Land ("Improvements") ("Property" means the Land and/or the Improvements) so as to constitute a fixture under applicable law, including: machinery, equipment, engines, boilers, incinerators and 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, 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 disposers, 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; and exercise equipment.
- (2) "Personalty," which means all of the following:
 - Accounts (including deposit accounts) of Debtor related to the Property.
 - (ii) Equipment and inventory owned by Debtor, which are used now or in the future in connection with the ownership, management or operation of the Land or Improvements or are located on the Land or Improvements, including furniture, furnishings, machinery, building materials, goods, supplies, tools, books, records (whether in written or electronic form) and computer equipment (hardware and software).
 - (iii) Other tangible personal property owned by Debtor which is used now or in the future in connection with the ownership, management or operation of the Land or Improvements or is located on the Land or in the Improvements, including ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers and other appliances (other than Fixtures).
 - (iv) Any operating agreements relating to the Land or the Improvements.
 - (v) Any surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Land or the Improvements.

- (vi) All other intangible property, general intangibles and rights relating to the operation of, or used in connection with, the Land or the Improvements, including all governmental permits relating to any activities on the Land and including subsidy or similar payments received from any sources, including a "Governmental Authority" (defined as any board, commission, department, agency or body of any municipal, county, state or federal governmental unit, or any subdivision of any of them, that has or acquires jurisdiction over the Property, or the use, operation or improvement of the Property, or over Debtor).
- (vii) Any rights of Debtor in or under any letter of credit required under the terms of the Loan Agreement evidencing and securing the loan ("Loan") secured by this financing statement ("Loan Agreement").
- (3) 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.
- (4) 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 Property, whether or not Debtor obtained the insurance pursuant to Secured Party's requirement.
- (5) All awards, payments and other compensation made or to be made by any Governmental Authority with respect to the Land, or if Debtor's interest in the Land is pursuant to a ground lease, the ground lease and the leasehold estate created by such ground lease ("Leasehold Estate"), the Improvements, the Fixtures, the Personalty or any other part of the Property, 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 Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof.
- (6) All contracts, options and other agreements for the sale of the Land, or the Leasehold Estate, as applicable, the Improvements, the Fixtures, the Personalty or any other part of the Property entered into by Debtor now or in the future, including cash or securities deposited to secure performance by parties of their obligations.
- (7) All "Rents," which means all rents (whether from residential or non-residential space), revenues and other income of the Land or the Improvements, parking fees, laundry and vending machine income and fees and charges for food, health care and other services provided at the Property, whether now due, past due or to become due, and deposits forfeited by tenants, and, if Debtor is a cooperative housing corporation or association, maintenance fees, charges or assessments payable by shareholders or residents under proprietary leases or occupancy agreements, whether now due, past due or to become due.

- (8) All "Leases," which means all present and future leases, subleases, licenses, concessions or grants or other possessory interests in force now or hereafter, whether oral or written, covering or affecting the Property, or any portion of the Property (including proprietary leases or occupancy agreements if Debtor is a cooperative housing corporation), and all modifications, extensions or renewals.
- (9) All earnings, royalties, accounts receivable, issues and profits from the Land, the Improvements or any other part of the Property, and all undisbursed proceeds of the Loan.
- (10) All deposits to a "Reserve Fund" (defined as all amounts deposited by the Debtor with Secured Party in connection with the Loan for the payment of taxes or insurance premiums or as otherwise required pursuant to the Loan Agreement), whether in cash or as a letter of credit.
- (11) All refunds or rebates of taxes by a Governmental Authority (other than refunds applicable to periods before the real property tax year in which this financing statement is recorded or filed) or insurance premiums by an insurance company.
- (12) All tenant security deposits which have not been forfeited by any tenant under any Lease and any bond or other security in lieu of such deposits.
- (13) All names under or by which the Property or any part of it may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Property.
- (14) All proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds.