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Documentary Tax \$0.00
State of Oklahoma
County of Oklahoma
Oklahoma County Clerk
Carolynn Caudill

COUNTY OF OKLAHOMA)
STATE OF OKLAHOMA) ss.

CORRECTED
AFFIDAVIT

COMES NOW personally before me, the undersigned authority, a Notary Public in and for the County of Oklahoma, State of Oklahoma, duly commissioned and qualified, all of the Partners of Southwest Health Care Partners I, an Oklahoma General Partnership, and the same being all of the Members of Southwestern Oaks, L.L.C., an Oklahoma Limited Liability Company, upon oath, duly sworn, state as follows:

- A. That the undersigned are the sole and only partners of Southwest Health Care Partners I, an Oklahoma general partnership, formed January 23, 1990.
- B. The undersigned desire to convert the Oklahoma general partnership to an Oklahoma limited liability company pursuant to Title 18 O.S. § 2054.1.
- C. The name of the business entity immediately prior to filing of the Articles of Conversion to a limited liability company is Southwest Health Care Partners I, an Oklahoma general partnership.
- D. The name of the limited liability company as set forth in the Articles of Conversion, filed in accordance with Title 18 O.S. § 2054.1 is Southwestern Oaks, L.L.C.
- E. The following L.L.C. rider is hereby adopted by all of the Members of Southwestern Oaks, L.L.C., which rider is hereby incorporated into and is to be attached to the Note, Mortgage and Regulatory Agreement previously filed, relating to Southwest Health Care Partners I, an Oklahoma general partnership and is properly executed in accordance with the filing standards required by the Oklahoma County Clerk's Office for the filing of recorded documents for the property described on Exhibit "A" attached hereto and by this reference incorporated herein, which documents are recorded as follows: Mortgage recorded in Book 6003, Page 409 and re-recorded in Book 6006, Page 6006, Page 651 of the Records of Oklahoma County; Regulatory Agreement recorded in Book 6003, Page 415 and re-recorded in Book 6006, Page 657 of the records of Oklahoma County:

"In further consideration of the endorsement for insurance by the Secretary of Housing and Urban Developments ("HUD"):

The note between Southwest Health Care Partners I ("the Owner") and Harry Mortgage Company, dated January 23, 1990, or in consideration of the consent of the Secretary to 1) the transfer of the mortgaged property,

21.00

WJ

6305 Waterford Blvd. Ste. 220
Oklahoma City, OK 73118

2) the sale and conveyance of the mortgaged property by the Secretary, 3) the conversion of the mortgagor from a partnership to a limited liability company, or 4) the conversion of the general partner of a limited partnership mortgagor or partner of a general partnership mortgagor to a limited liability company, and in order to comply with the requirements of the National Housing Act, as amended and the regulations adopted by the Secretary pursuant thereto, the Owners agree as described below for themselves, their successors, heirs and assigns, in connection with the mortgaged property and the project operated thereon and so long as the contract of mortgage insurance continues in effect and during such further period of time as the Secretary shall be the owner, holder, or reinsurer of the mortgage, or during any time the Secretary is obligated to insure a mortgage on the mortgaged property. The signatories to this document undertake the following obligations in their individual capacities as guarantors and as members of the Owner, and the consideration described above runs to the signatories in both capacities. The following provisions are added to and made a part of the project Mortgage Note, Mortgage, and Regulatory Agreement, all dated January 23, 1990.

1. If any provision of the Owner's Articles of Organization, Operating Agreement, other organizational documents, or any later amendment to those documents, conflicts with the terms of the project loan documents (e.g., the note, mortgage, deed of trust, security agreement, security deed and/or this Regulatory Agreement), the provisions of the project loan documents will control.
2. Notwithstanding any provision of state law to the contrary, and signatory to this rider receiving funds of the project other than by distribution of surplus cash as authorized in paragraph E, above, shall immediately deposit such funds in the project bank account and failing to do so in violation of this Agreement shall hold such funds in trust. Notwithstanding any provision of state law to the contrary, any signatory to this rider receiving property of the project in violation of this agreement shall immediately deliver such property to the project and failing to do so shall hold such property in trust.
3. Notwithstanding any provision of state law to the contrary, all signatories to this rider are liable for:
 - a. Funds or property of the project coming into their hands which, by the provisions hereof, they are not entitled to retain; and

- b. Their own acts and deeds or acts and deeds of others which they have authorized in violation of the provisions hereof;
4. Notwithstanding any provision of state law to the contrary, any member-manager, member with governance interests equaling or exceeding 25 percent, who, on the date of the Regulatory Agreement to which this Rider is attached, include the following: Denver E. McCormick, Linda L. McCormick, Arlena Dunbar and Jackie Bosler, shall be liable on a joint and several basis, in the amount of any loss, damage or cost (including but not limited to attorneys' fees) resulting from fraud or intentional misrepresentation by the mortgagor, the mortgagor's agents or employees, or a member of mortgagor in connection with obtaining the loan evidenced by the note, or in complying with any of the mortgagor's obligations under the loan documents.
 5. All signatories to this rider will be considered agents of the Owner for the purpose of establishing liability under the double damages provision at 12 U.S.C. § 1715z-4a and the equity skimming penalty under 12 U.S.C. §1715z-19, unless HUD agrees in writing to the contrary.
 6. Each signatory to this rider will be individually liable for payment of the entire amount of any civil money penalty imposed on the mortgagor pursuant to Section 537 of the National Housing Act, 12 U.S.C. §1735f-15.
 7. The owner has designated Linda L. McCormick as its official representative for all matters concerning the project which require HUD consent or approval. The signature of this person will bind the Owner in all such matters. The Owner may from time to time appoint a new representative to perform this function, but within 3 business days of doing so, will provide HUD with written notification of the name, address, and telephone number of its new representative. When a member other than the member identified above has full or partial authority for management of the project, the owner will promptly provide HUD with the name of that member and the nature of that member's management authority."
 8. Notwithstanding any provision of state law to the contrary, no signatory to this rider shall have any right of subrogation or indemnification against the Owner or the property of the project by reason of any payment made or liability incurred pursuant to this rider or any statute to which this rider refers.

F. The undersigned hereby authorizes Linda McCormick, as manager of the Southwestern Oaks, L.L.C., an Oklahoma limited liability company, to execute this document and to file it in accordance with the rules and regulations prescribed by the Secretary of Housing and Urban Development.

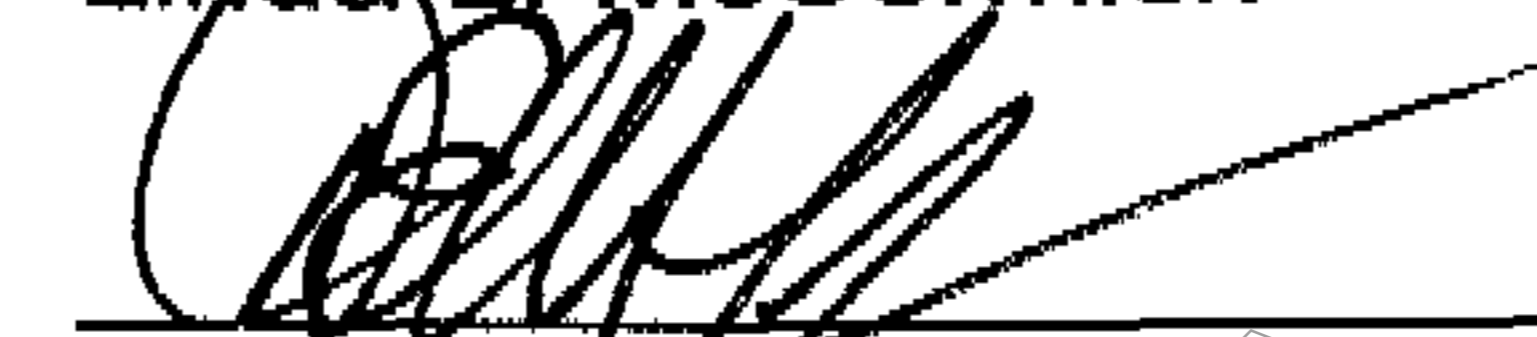
That this Affidavit corrects that Affidavit dated March 10, 2003 and recorded in book 8775, Page 1254 -1258 for the reason that the name Southern Oaks, L.L.C. is incorrect and should be Southwestern Oaks, L.L.C..

Further Affiants sayeth not:

Members of Southwestern Oaks, L.L.C.:



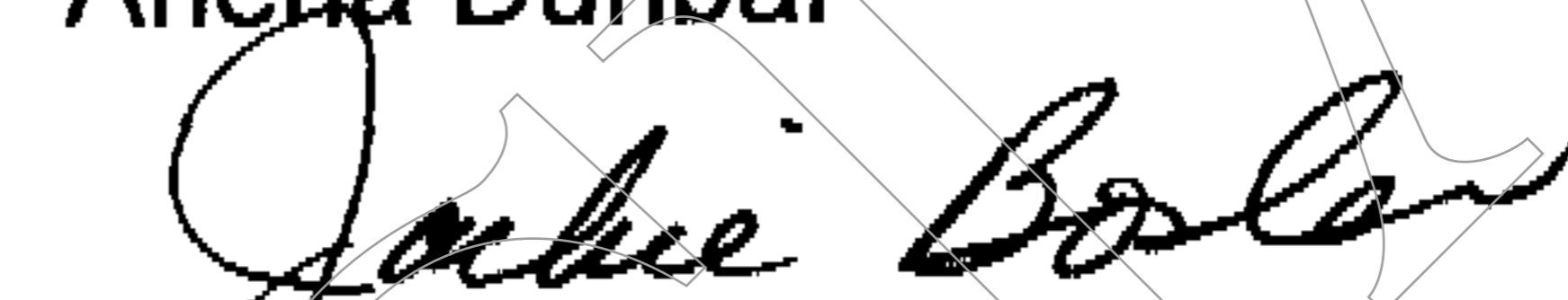
Linda L. McCormick



Denver E. McCormick



Arlena Dunbar



Jackie Bosler


ACKNOWLEDGMENT

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA)

SS:

Before me, the undersigned, a Notary Public in and for said County and State on this 29 day of April, 2003, personally appeared **Linda L. McCormick, Denver E. McCormick, Arlena Dunbar and Jackie Bosler**, to me known to be the identical persons who subscribed the names of the makers thereof to the foregoing instrument as its **Members** and acknowledged to me that they executed the same as their free and voluntary act and deed and as the free and voluntary act and deed of such company, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

 # 02002297

Notary Public

My commission expires:
2/13/2006

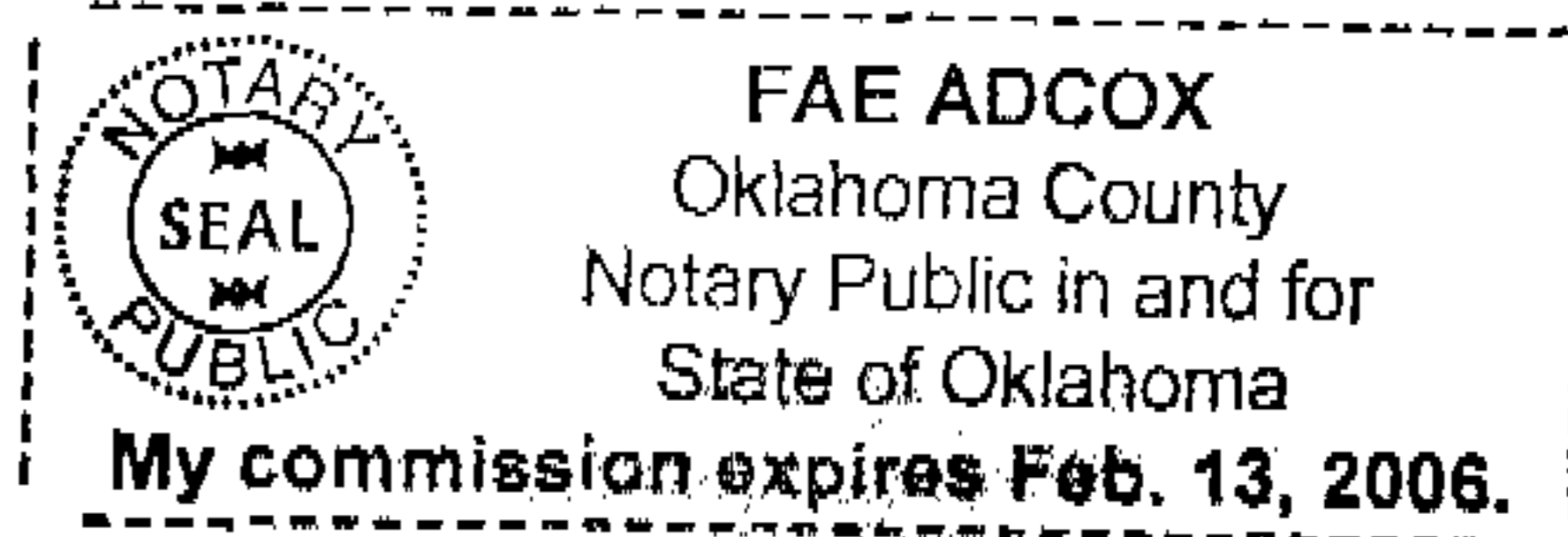


EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

The land referred to in this Commitment is described as follows:

PART OF Lot Two (2), Block Sixteen (16), SOUTHERN OAKS, Section Three (3), an Addition to Oklahoma City, Oklahoma County, Oklahoma, more particularly described as follows: Commencing at the Northwest corner of said Lot Two(2); Thence Southeasterly on the Westerly line and on the arc of a curve to the right having a radius of 218.82 feet for a distance of 104.76 feet to the point of beginning; Thence South 7°47'00" East on the Westerly line of said Lot 2 for a distance of 275.00 feet to the point of a curve; Thence Southerly, Southeasterly and Easterly on the arc of a curve to the left having a radius of 25.00 feet for a distance of 39.27 feet to a point of tangency on the Southerly line of said Lot 2; Thence North 82°13'00" East on the South line of said Lot 2 for a distance of 269.42 feet to a point of a curve; Thence Northeasterly on the arc of a curve to the right having a radius of 5,729.58 feet for a distance of 20.67 feet; Thence North 7°47'00" West and parallel to the West line of said Lot 2 for a distance of 300.4 feet; Thence South 82°13'00" West and parallel to the South line of said Lot 2 for a distance of 315.00 feet to the point or place of beginning, according to the recorded plat thereof.

UNOFFICIAL
ALTA Commitment
Schedule C