

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
GERSON LAW FIRM APC 9255 Towne Centre Drive, Suite 300 San Diego, CA 92121 GLF File No. 6182.296 Freddie Mac Loan No. 708200907

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 LOOKOUT POINTE APARTMENTS, LLC				
OR	1b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 1200 NORTH TERRACE DRIVE		CITY PROVO	STATE UT	POSTAL CODE 84604
				COUNTRY USA

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 FEDERAL HOME LOAN MORTGAGE CORPORATION				
OR	3b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS 8200 JONES BRANCH DRIVE		CITY MC LEAN	STATE VA	POSTAL CODE 22102-3110
				COUNTRY USA

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

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF FOR LOCATION OF COLLATERAL;
SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF FOR DESCRIPTION OF COLLATERAL.

58660-RH
48-001-0060

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	

8. OPTIONAL FILER REFERENCE DATA:
LOOKOUT POINTE APARTMENTS **Utah County, Utah**

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 LOOKOUT POINTE APARTMENTS, LLC	
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 CENTERLINE MORTGAGE PARTNERS INC.			
OR			
11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
11c. MAILING ADDRESS <i>c/o C-III ASSET MANAGEMENT LLC, 5221 NORTH O'CONNOR BOULEVARD, Suite 600</i>	CITY IRVING	STATE TX	POSTAL CODE 75039
			COUNTRY USA

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: See Exhibit "A" attached hereto. Property Address: 1200 North Terrace Drive Provo, Utah 84604
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17. MISCELLANEOUS:

**FINANCING STATEMENT
EXHIBIT A**

DEBTOR: LOOKOUT POINTE APARTMENTS, LLC

SECURED PARTY: CENTERLINE MORTGAGE PARTNERS INC.

**LOCATION OF PERSONAL PROPERTY COLLATERAL
LEGAL DESCRIPTION OF PROPERTY**

Beginning at the Northwest corner of Lot 31, Section "A", Oak Cliff Planned Dwelling Group Subdivision, according to the official plat thereof, on file and of record in the Utah County Recorder's office, said point being North 1338.149 feet and East 1525.388 feet from the Southwest corner of Section 32, Township 6 South, Range 3 East, Salt Lake Base and Meridian (basis of bearing being North 89°15'03" East along the South line of said Section 32); thence East 8.00 feet; thence South 02°30'15" East 33.76 feet; thence along the arc of a 25.00 foot radius curve to the left 54.62 feet (chord bears South 65°05'20" East 44.38 feet); thence along the arc of a 526.12 foot radius curve to the right 98.18 feet (chord bears North 57°40'20" East 98.03 feet); thence West 0.66 feet; thence North 59°09'04" East 49.22 feet; thence North 63°40'20" East 39.46 feet; thence North 67°58'26" East 44.92 feet; thence North 71°40'39" East 27.73 feet; thence North 87°07'08" East 27.14 feet; thence South 89°19'45" East 38.60 feet; thence South 63°56'42" East 35.40 feet; thence South 76°01'23" East 30.95 feet; thence South 79°23'25" East 23.94 feet; thence South 86°47'34" East 17.94 feet; thence South 72°17'21" East 30.74 feet; thence South 59°22'51" East 61.71 feet; thence South 09°50'15" East 44.54 feet; thence along the arc of a 840.00 foot radius curve to the left 170.80 feet (chord bears South 15°39'44" East 170.51 feet); thence along the arc of a 280.00 foot radius curve to the right 151.44 feet (chord bears South 05°59'36" East 149.60 feet); thence along the arc of a 440.00 foot radius curve to the left 112.70 feet (chord bears South 02°09'51" West 112.39 feet); thence South 68°07'29" West 200.89 feet; thence South 45°00'00" West 24.51 feet; thence North 15°00'00" West 50.00 feet; thence North 87°08'00" West 142.21 feet; thence North 62°04'18" East 149.16 feet; thence South 75°34'00" West 208.93 feet; thence along the arc of a 1030.00 foot radius curve to the left 309.12 feet (chord bears North 16°24'09" West 307.96 feet); thence North 25°00'00" West 44.35 feet; thence North 24°53'25" West 94.69 feet; thence along the arc of a 220.00 foot radius curve to the right 69.59 feet (chord bears North 15°56'59" West 69.30 feet) to the point of beginning.

Tax ID No. 48-001-0060

PROPERTY ADDRESS: 1200 North Terrace Drive, Provo, Utah 84604

**FINANCING STATEMENT
EXHIBIT B
(CME AND PORTFOLIO)**

(Revised 9-1-2011)

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

- (1) All property owned by Debtor which is so attached to the real property described in Exhibit A and/or the improvements on such real property (collectively, "**Property**") as to constitute a fixture under applicable law, including: machinery, equipment, engines, boilers, incinerators, 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 (collectively, "**Fixtures**").
- (2) All of the following (collectively, "**Personalty**"):
 - (i) 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 Property or are located on the Property, 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 Property or is located on the Property, including ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers and other appliances (other than Fixtures).
 - (iv) Operating agreements relating to the Property.
 - (v) Surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Property
 - (vi) Other intangible property, general intangibles and rights relating to the operation of, or used in connection with, the Property, including all governmental permits relating to any activities on the Property and including subsidy or similar payments received from any sources, including a governmental authority.
 - (vii) Any rights of Debtor in or under any letters of credit.

- (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 Property, 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 Property, 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 municipal, state or federal authority with respect to the Property, 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 Property, 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 Property, 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 (whether from residential or non-residential space), revenues and other income of the Property, 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 ("**Rents**").
- (8) All present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, 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 ("**Leases**").
- (9) All earnings, royalties, accounts receivable, issues and profits from any part of the Property, and all undisbursed proceeds of the loan ("**Loan**") to which this financing statement relates.
- (10) All amounts deposited by the Debtor in connection with the Loan for (a) hazard insurance premiums or other insurance premiums required by Secured Party, (b) taxes or payments in lieu of taxes, (c) water and sewer charges that could become a lien on the Property, (d) ground rents, and (e) assessments or other charges that could become a lien on the Property (collectively, "**Imposition Deposits**").
- (11) All refunds or rebates of Imposition Deposits by any municipal, state or federal authority or insurance company (other than refunds applicable to periods before the real property tax year in which this financing statement is recorded).

- (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 (subject to the terms of the Multifamily Loan and Security Agreement (the "**Loan Agreement**").
- (14) All interest rate cap agreements, interest rate swap agreements and other interest rate hedging contracts and agreements, if any (collectively, "**Cap Agreements**"), obtained by Debtor (or obtained by Secured Party in the name of Debtor) pursuant to the Loan Documents (as defined in the Loan Agreement) or as a condition to Secured Party's making the loan that is the subject of such Loan Documents, together with all of the following:
 - (i) Any and all moneys (collectively, "**Cap Payments**") payable from time to time pursuant to any Cap Agreement by the interest rate cap provider or other counterparty to a Cap Agreement, or any guarantor of the obligations of any such cap provider or counterparty ("**Cap Provider**").
 - (ii) All rights of the Debtor under any Cap Agreement, and all rights of the Debtor to all Cap Payments, including contract rights and general intangibles, now existing or hereafter arising.
 - (iii) All rights, liens and security interests or guarantees now existing or hereafter granted by a Cap Provider or any other person to secure or guaranty payment of any Cap Payment.
 - (iv) All documents, writings, books, files, records and other documents arising from or relating to any of the foregoing, whether now existing or hereafter created.
 - (v) All cash and non-cash proceeds and products of any of the foregoing.
- (15) 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.
- (16) RESERVED
- (17) All other assets of Debtor, whether now owned or hereafter acquired.