



W2632370

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Kaye Scholer LLP
425 Park Avenue
New York, New York 10022
Attention: Stephen Gliatta, Esq.

587752-68

E# 2632370 PG 1 OF 7
 ERNEST D. ROWLEY, WEBER COUNTY RECORDER
 29-Apr-13 11:20 AM FEE \$22.00 DEP SY
 REC FOR: FIRST AMERICAN NCS - UTAH
 ELECTRONICALLY RECORDED

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME Washington Mobile Estates, LLC				FIRST NAME		MIDDLE NAME		SUFFIX			
OR 1b. INDIVIDUAL'S LAST NAME				CITY		STATE		POSTAL CODE		COUNTRY	
1c. MAILING ADDRESS 31200 Northwestern Highway				Farmington Hills		MI		48334		USA	
1d. SEE INSTRUCTIONS		ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LLC		1f. JURISDICTION OF ORGANIZATION DE		1g. ORGANIZATIONAL ID #, if any 5300647		<input type="checkbox"/> NONE		

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				FIRST NAME		MIDDLE NAME		SUFFIX			
OR 2b. INDIVIDUAL'S LAST NAME				CITY		STATE		POSTAL CODE		COUNTRY	
2c. MAILING ADDRESS											
2d. SEE INSTRUCTIONS		ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION		2f. JURISDICTION OF ORGANIZATION		2g. ORGANIZATIONAL ID #, if any		<input type="checkbox"/> NONE		

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME GERMAN AMERICAN CAPITAL CORPORATION				FIRST NAME		MIDDLE NAME		SUFFIX			
OR 3b. INDIVIDUAL'S LAST NAME				CITY		STATE		POSTAL CODE		COUNTRY	
3c. MAILING ADDRESS 60 WALL STREET, 10TH FLOOR				NEW YORK		NY		10005		USA	

4. This FINANCING STATEMENT covers the following collateral:
The property covered by this Financing Statement is more particularly described in Schedule A attached hereto and made a part hereof, said property being located at the premises described in Exhibit A attached hereto and made a part hereof.

5. ALTERNATIVE DESIGNATION (if applicable)	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (OPTIONAL FEE)		All Debtors		Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA						
UT - Weber County (27764/0765)			70. Washington Mobile Estates			

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME		
OR Washington Mobile Estates, LLC		
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

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11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME			
OR			
11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY
11d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION
			11g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME			
OR			
12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral, or is filed as a fixture filing.

14. Description of real estate:

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.
 Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.
 Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufactured-Home Transaction — effective 30 years
 Filed in connection with a Public-Finance Transaction — effective 30 years

SCHEDULE A

TO UNIFORM COMMERCIAL CODE FINANCING STATEMENT NAMING:

WASHINGTON MOBILE ESTATES, LLC, a Delaware limited liability company, as Debtor

and

GERMAN AMERICAN CAPITAL CORPORATION, a Maryland corporation, as Secured Party

Part 1

This Financing Statement covers the following types (or items) of property:

All of Debtor's right, title and interest in and to the land described in Exhibit A to this Schedule A (the "*Premises*"), and the buildings, structures, fixtures and other improvements now or hereafter located thereon (the "*Improvements*"); TOGETHER WITH all right, title, interest and estate of Debtor now owned, or hereafter acquired, in and to the following property, rights, interests and estates (the *Premises*, the *Improvements*, and the *property*, rights, interests and estates hereinafter described are collectively referred to herein as the "*Trust Property*"):

(a) all easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, rights to oil, gas, minerals, coal and other substances of any kind or character, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the *Premises* and the *Improvements*; and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road, highway, alley or avenue, opened, vacated or proposed, in front of or adjoining the *Premises*, to the center line thereof; and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the *Premises* and the *Improvements* and every part and parcel thereof, with the appurtenances thereto;

(b) all machinery, furniture, furnishings, equipment, computer software and hardware, fixtures (including all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), inventory, materials, supplies and other articles of personal property and accessions thereof, renewals and replacements thereof and substitutions therefor, and other property of every kind and nature, tangible or intangible, owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the *Premises* or the *Improvements*, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the *Premises* and the *Improvements* (hereinafter collectively referred to as the "*Equipment*"), including any leases of, deposits in connection with, and proceeds of any sale or transfer of any of the foregoing, and the right, title and interest of Debtor in and to any of the *Equipment* that may be subject to any "security interest" as defined in the Uniform Commercial Code, as in

effect in the State where the Trust Property is located (the "*UCC*"), superior in lien to the lien of the Deed of Trust;

(c) all awards or payments, including interest thereon, that may heretofore or hereafter be made with respect to the Premises or the Improvements, whether from the exercise of the right of eminent domain or condemnation (including any transfer made in lieu of or in anticipation of the exercise of such right), or for a change of grade, or for any other injury to or decrease in the value of the Premises or Improvements;

(d) all leases, subleases and other agreements or arrangements heretofore or hereafter entered into affecting the use, enjoyment or occupancy of, or the conduct of any activity upon or in, the Premises or the Improvements, including any extensions, renewals, modifications or amendments thereof (hereinafter collectively referred to as the "*Leases*") and all rents, rent equivalents, moneys payable as damages (including payments by reason of the rejection of a Lease in a Bankruptcy Proceeding or in lieu of rent or rent equivalents), royalties (including all oil and gas or other mineral royalties and bonuses), income, fees, receivables, receipts, revenues, deposits (including security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Debtor or its agents or employees from any and all sources arising from or attributable to the Premises and the Improvements, including all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of the Premises or the Improvements, or rendering of services by Debtor or any of its agents or employees, and proceeds, if any, from business interruption or other loss of income insurance (hereinafter collectively referred to as the "*Rents*"), together with all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

(e) all proceeds of and any unearned premiums on any insurance policies covering the Trust Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Trust Property;

(f) the right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Trust Property and to commence any action or proceeding to protect the interest of Secured Party in the Trust Property;

(g) all accounts (including reserve accounts), escrows, documents, instruments, chattel paper, claims, deposits and general intangibles, as the foregoing terms are defined in the UCC, and all franchises, trade names, trademarks, symbols, service marks, books, records, plans, specifications, designs, drawings, surveys, title insurance policies, permits, consents, licenses, management agreements, contract rights (including any contract with any architect or engineer or with any other provider of goods or services for or in connection with any construction, repair or other work upon the Trust Property), approvals, actions, refunds of real estate taxes and assessments (and any other governmental impositions related to the Trust Property) and causes of action that now or hereafter relate to, are derived from or are used in connection with the Trust Property, or the use, operation, maintenance, occupancy or enjoyment

thereof or the conduct of any business or activities thereon (hereinafter collectively referred to as the "*Intangibles*"); and

(h) all proceeds, products, offspring, rents and profits from any of the foregoing, including those from sale, exchange, transfer, collection, loss, damage, disposition, substitution or replacement of any of the foregoing.

Without limiting the generality of any of the foregoing, in the event that a case under the Bankruptcy Code is commenced by or against Debtor, pursuant to Section 552(b)(2) of the Bankruptcy Code, the security interest granted by the Deed of Trust shall automatically extend to all Rents acquired by the Debtor after the commencement of the case and shall constitute cash collateral under Section 363(a) of the Bankruptcy Code.

Part II - Definitions

When used herein, the following terms shall have the following meanings:

"Bankruptcy Code": Title 11 of the United States Code entitled "Bankruptcy", as amended from time to time, and any successor statute or statutes and all rules and regulations from time to time promulgated thereunder, and any comparable foreign laws relating to bankruptcy, insolvency or creditors' rights.

"Bankruptcy Proceeding" shall mean the filing by Debtor of a petition under any state or federal bankruptcy or insolvency law or the liquidation or all or a major portion of Debtor's property.

"Debt": means all sums which may or shall become due under the Note or under any of the other documents evidencing, securing or executed in connection with the Loan (the Note, the Deed of Trust, the Loan Agreement and such other documents, as any of the same may, from time to time, be modified, amended or supplemented, being hereinafter collectively referred to as the "*Loan Documents*"), including (i) the payment of interest and other amounts which would accrue and become due but for the filing of a petition in bankruptcy (whether or not a claim is allowed against the Debtor for such interest or other amounts in any such bankruptcy proceeding) or the operation of the automatic stay under Section 362(a) of Title 11 of the United States Code, and (ii) the costs and expenses of enforcing any provision of any Loan Document.

"Deed of Trust" means that certain Deed of Trust, Assignment of Leases and Rents and Security Agreement dated as of April 5, 2013 made by Debtor for the benefit of Secured Party.

"Loan Agreement" means that certain Loan Agreement dated as of April 5, 2013 by and between Debtor and Secured Party.

"Note" means that certain Promissory Note dated as of April 5, 2013 made by Debtor to Secured Party in the principal amount of up to \$54,218,547, as the same may be amended, supplemented, restated, increased, extended or consolidated from time to time.

EXHIBIT A

LEGAL DESCRIPTION

[See Attached]

Washington Mobile Estates

A PART OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 4; AND THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY:

BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 4; RUNNING THENCE NORTH (NORTH 0° 25' 36" EAST) ALONG THE SECTION LINE 2.0 CHAINS (132.00 FEET); THENCE SOUTH 89° 45' EAST 1433.92 FEET; THENCE SOUTH 0° 17' 35" WEST 251.69 FEET ALONG THE EAST EDGE OF AN EXISTING CONCRETE WALL; THENCE SOUTH 3° 38' 46" WEST 357.85 FEET ALONG AN EXISTING FENCE TO A POINT IN LINE WITH THE PROJECTED NORTH LINE OF EYRIE MEADOW SUBDIVISION NO. 2; THENCE SOUTH 89° 09' WEST 2057.23 FEET ALONG SAID NORTH LINE TO THE CENTERLINE OF STATE ROAD; THENCE NORTH 516.8 FEET, MORE OR LESS (NORTH 0° 50' 15" EAST 513.65 FEET, MORE OR LESS), TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE EAST 66 FEET, MORE OR LESS, TO THE EAST LINE OF STATE ROAD; THENCE SOUTH 18 FEET, MORE OR LESS, TO A POINT 2622 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 5; THENCE EAST 150 FEET; THENCE NORTH 18 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5; THENCE EAST 394.5 FEET (422.65 FEET) TO THE PLACE OF BEGINNING.

EXCEPTING THEREFROM THE RIGHT-OF-WAY OF STATE ROAD ALONG WEST LINE OF SAID PROPERTY.

APN(s): 11-006-0012 *JM*