

**UCC FINANCING STATEMENT**

**FOLLOW INSTRUCTIONS (front and back) CAREFULLY**

A. NAME & PHONE OF CONTACT AT FILER [optional]

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B. SEND ACKNOWLEDGMENT TO: (Name and Address)

CENTERLINE MORTGAGE CAPITAL INC.  
c/o C-III Asset Management LLC  
5221 North O'Connor Boulevard, Suite 600  
Irving, Texas 75039  
Attention: Agency Servicing

13-033-0102

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

FIRST AMERICAN TITLE # 560069

**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  
CAMBRIDGE CROSSING APARTMENTS, LLC

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

4075 Papazian Way, Suite 203 Fremont CA 94538 USA

ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Limited Liability Company	1f. JURISDICTION OF ORGANIZATION Utah	1g. ORGANIZATIONAL ID#, if any 6393332-0160	<input type="checkbox"/> NONE
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**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

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID#, if any	<input type="checkbox"/> NONE
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**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  
FANNIE MAE c/o CENTERLINE MORTGAGE CAPITAL INC.

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

c/o C-III Asset Management LLC, 5221 North O'Connor Blvd., Suite 600 Irving TX 75039 USA

4. This FINANCING STATEMENT covers the following collateral:

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

5. ALTERNATIVE DESIGNATION [if applicable]:  LESSEE/LESSOR  CONSIGNEE/CONSIGNOR  BAILEE/BAILOR  SELLER/BUYER  AG. LIEN  NON-UCC FILING

6.  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) [if applicable]  All Debtors  Debtor 1  Debtor 2 [optional]

**Cambridge Crossing Apartments**

**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 CAMBRIDGE CROSSING APARTMENTS, LLC			
OR	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
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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 Centerline Mortgage Capital Inc., a Delaware corporation				
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS c/o C-III Asset Management LLC, 5221 North O'Connor Blvd., Suite 600	CITY Irving	STATE TX	POSTAL CODE 75039	COUNTRY USA
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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.

See "EXHIBIT A", attached hereto

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

16. Additional collateral description:

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**

DEBTOR: CAMBRIDGE CROSSING APARTMENTS, LLC  
4075 PAPAZIAN WAY, SUITE 203  
FREMONT, CALIFORNIA 94538

SECURED PARTY: CENTERLINE MORTGAGE CAPITAL INC.  
C/O C-III ASSET MANAGEMENT LLC  
5221 NORTH O'CONNOR BOULEVARD, SUITE 600  
IRVING, TEXAS 75039

This financing statement covers the following types (or items) of property (the "**Collateral Property**"):

**1. Improvements.**

The buildings, structures, improvements, and alterations now constructed or at any time in the future constructed or placed upon the land described in Exhibit A attached hereto (the "**Property**"), including any future replacements, facilities, and additions and other construction on the Property (the "**Improvements**");

**2. Goods.**

All goods which are used now or in the future in connection with the ownership, management, or operation of the Property or the Improvements or are located on the Property or in the Improvements, including inventory; furniture; furnishings; 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; exercise equipment; supplies; tools; books and records (whether in written or electronic form); websites, URLs, blogs, and social network pages; computer equipment (hardware and software); and other tangible personal property which is used now or in the future in connection with the ownership, management, or operation of the Property or the Improvements or are located on the Property or in the Improvements (the "**Goods**");

**3. Fixtures.**

All Goods that are so attached or affixed to the Property or the Improvements as to constitute a fixture (the "**Fixtures**") under the laws of the jurisdiction in which the Property is located (the "**Property Jurisdiction**");

**4. Personalty.**

All Goods, accounts, choses of action, chattel paper, documents, general intangibles (including Software), payment intangibles, instruments, investment property, letter of credit rights, supporting

obligations, computer information, source codes, object codes, records and data, all telephone numbers or listings, claims (including claims for indemnity or breach of warranty), deposit accounts and other property or assets of any kind or nature related to the Property or the Improvements now or in the future, including operating agreements, surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Property or the Improvements, and all other intangible property and rights relating to the operation of, or used in connection with, the Property or the Improvements, including all governmental permits relating to any activities on the Property (the "**Personalty**");

**5. Other Rights.**

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 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 (the "**Other Rights**");

**6. Insurance Proceeds.**

All insurance policies relating to the Property or the Collateral Property (and any unearned premiums) and all proceeds paid or to be paid by any insurer of the Property, the Improvements, the Fixtures, the Personalty, or any other part of the Collateral Property, whether or not Debtor obtained the insurance pursuant to Secured Party's requirements (the "**Insurance Proceeds**");

**7. Awards.**

All awards, payments, and other compensation made or to be made by any municipal, state or federal authority with respect to the Property, the Improvements, the Fixtures, the Personalty, or any other part of the Property or the Collateral Property, including any awards or settlements resulting from (a) any action or proceeding, however characterized or named, relating to any condemnation or other taking, or conveyance in lieu thereof, of all or any part of the Property or the Collateral Property, whether direct or indirect (a "**Condemnation Action**"), (b) any damage to the Property or the Collateral Property caused by governmental action that does not result in a Condemnation Action, or (c) the total or partial taking of the Property, the Improvements, the Fixtures, the Personalty, or any other part of the Property or the Collateral Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof (the "**Awards**");

**8. Contracts.**

All contracts, options, and other agreements for the sale of the Property, the Improvements, the Fixtures, the Personalty, or any other part of the Property or the Collateral Property entered into by Debtor now or in the future, including cash or securities deposited to secure performance by parties of their obligations (the "**Contracts**");

**9. Rents.**

All rents (whether from residential or non-residential space), revenues and other income of the Property or the Improvements, including subsidy payments received from any sources, including payments under any "Housing Assistance Payments Contract" or other rental subsidy agreement (if any), parking fees, laundry and vending machine income, and fees and charges for food, health care and other

services provided at the Property or the Collateral Property, whether now due, past due, or to become due, and tenant security deposits (the "**Rents**");

**10. Leases.**

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 the Collateral Property, or any portion of the Property or the Collateral Property (including proprietary leases or occupancy agreements if Debtor is a cooperative housing corporation), and all modifications, extensions, or renewals thereof (the "**Leases**") and all Lease guaranties, letters of credit and any other supporting obligation for any of the Leases given in connection with any of the Leases;

**11. Other.**

All earnings, royalties, accounts receivable, issues, and profits from the Property, the Improvements, the Fixtures, the Personalty, or any other part of the Property or the Collateral Property, and all undisbursed proceeds of the loan secured by the Mortgage, Deed of Trust, or Deed to Secure Debt upon the Property and Improvements (the "**Security Instrument**") and, if Debtor is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;

**12. Imposition Deposits.**

Deposits held by the Secured Party (the "**Imposition Deposits**") to pay when due (a) any water and sewer charges which, if not paid, may result in a lien on all or any part of the Property or the Collateral Property, (b) the premiums for fire and other casualty insurance, liability insurance, rent loss insurance, and such other insurance as Secured Party may require, (c) taxes, assessments, vault rentals, and other charges, if any, general, special, or otherwise, including assessments for schools, public betterments and general or local improvements, which are levied, assessed or imposed by any public authority or quasi-public authority, and which, if not paid, will become a lien on the Property, the Collateral Property or the Improvements or any taxes upon any of the documents evidencing or security the loan secured by the Security Instrument, and (d) amounts for other charges and expenses which Secured Party at any time reasonably deems necessary to protect the Property or the Collateral Property, to prevent the imposition of liens on the Property or the Collateral Property, or otherwise to protect Secured Party's interests, all as reasonably determined from time to time by Secured Party (the "**Impositions**");

**13. Refunds or Rebates.**

All refunds or rebates of Impositions by any municipal, state or federal authority or insurance company (other than refunds applicable to periods before the real property tax year in which the Security Instrument is dated);

**14. Tenant Security Deposits.**

All tenant security deposits;

**15. Names.**

All names under or by which the Property or any of the above Collateral Property may be operated or known, and all trademarks, trade names, and goodwill relating to the Property or any of the Collateral Property;

**16. Collateral Accounts and Collateral Account Funds.**

Any and all funds on deposit in any account designated as a "Collateral Account" by Secured Party pursuant to any separate agreement between Debtor and Secured Party which provides for the establishment of any fund, reserve or account;

**17. Other Proceeds.**

Any and all products, and all cash and non-cash proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds (the "**Other Proceeds**"); and

**18. Mineral Rights.**

All of Borrower's right, title and interest in the oil, gas, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and estates in, under and on the Mortgaged Property and other oil, gas and mineral interests with which any of the foregoing interests or estates are pooled or unitized.

All terms used and not specifically defined herein, but which are otherwise defined by the Uniform Commercial Code in force in the Property Jurisdiction (the "**UCC**"), shall have the meanings assigned to them by the UCC.

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**EXHIBIT A**  
**TO**  
**UCC SCHEDULE A**

**DESCRIPTION OF THE PROPERTY**

Real property in the City of South Weber, County of Davis, State of Utah, described as follows:

BEGINNING AT A POINT ON THE 1/16TH SECTION LINE AND ALSO ON THE SOUTH LINE OF CEDAR COVE PARKWAY BEING PART OF CEDAR COVE P.U.D. AS RECORDED WITH THE OFFICE OF THE DAVIS COUNTY RECORDER, SAID POINT BEING SOUTH 89° 50' 00" EAST ALONG THE QUARTER SECTION LINE 1320.65 FEET AND SOUTH 00° 00' 18" WEST ALONG SAID 1/16TH SECTION LINE 1033.10 FEET FROM THE NORTHWEST CORNER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 89° 52' 02" EAST ALONG SAID SOUTH LINE OF CEDAR COVE PARKWAY 284.39 FEET TO THE NEW WEST LINE OF SOUTH WEBER DRIVE PER UDOT PROJECT NO. NH-0089(303)346, SAID POINT BEING ON THE ARC OF A 731.95 RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID UDOT'S SOUTH WEBER DRIVE PROJECT THE FOLLOWING THREE COURSES: SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21° 35' 31" (CENTER BEARS NORTH 77° 08' 50" EAST, LONG CHORD BEARS SOUTH 23° 38' 56" EAST 274.21 FEET) A DISTANCE OF 275.84 FEET TO A POINT OF REVERSE CURVATURE, SOUTHERLY ALONG THE ARC OF A 17.72 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 83° 54' 53" A DISTANCE OF 25.95 FEET TO A POINT OF TANGENCY, SOUTH 49° 28' 12" WEST 36.76 FEET TO A POINT OF CURVATURE, SOUTHWESTERLY ALONG THE ARC OF A 198.63 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 49° 19' 50" A DISTANCE OF 171.02 FEET TO A POINT OF TANGENCY; THENCE ALONG THE WEST LINE OF 2100 EAST STREET PER THE AMENDED CEDAR BLUFFS SUBDIVISION AS RECORDED WITH THE OFFICE OF THE DAVIS COUNTY RECORDER THE FOLLOWING TWO COURSES: SOUTH 00° 08' 22" WEST 203.78 FEET TO A POINT OF CURVATURE AND SOUTHERLY ALONG THE ARC OF A 270.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 19° 46' 49" A DISTANCE OF 93.21 FEET TO THE NORTHEAST CORNER OF CEDAR BLUFFS SUBDIVISION PHASE 3, AS RECORDED WITH THE OFFICE OF THE DAVIS COUNTY RECORDER; THENCE NORTH 42° 07' 34" WEST ALONG THE NORTH LINE OF SAID CEDAR BLUFFS SUBDIVISION PHASE 3, A DISTANCE OF 413.24 FEET TO SAID 1/16TH SECTION LINE AND A POINT ON THE EAST LINE OF CRYSTAL CANYON SUBDIVISION PHASE 2 AS RECORDED WITH THE OFFICE OF THE DAVIS COUNTY RECORDER; THENCE NORTH 00° 00' 18" EAST ALONG SAID EAST LINE OF CRYSTAL CANYON SUBDIVISION PHASE 2, A PORTION OF THE EAST LINE OF SAID CEDAR COVE P.U.D. AND SAID 1/16TH SECTION LINE 438.33 FEET TO THE POINT OF BEGINNING.

APN: 13-033-0102

PROPERTY ADDRESS: 2075 East 7550 South, South Weber, Utah 84405