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	WALLSTRE	E1, 1011111E00K	NEW YORK	NY	10005	USA	
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9a. ORGANIZATION'S NAME	TO TO ON REDATED PHANTONS ST	A I CRIENT				
Western Mobile Est	ates MH Community, LLC					
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX	ł			
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# **SCHEDULE A**

TO UNIFORM COMMERCIAL CODE FINANCING STATEMENT NAMING:

WESTERN MOBILE ESTATES MH COMMUNITY, LLC, a Delaware limited liability company, as Debtor

and

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

## Part I

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"):

- 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

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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;
- 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 \$53,967,910, as the same may be amended, supplemented, restated, increased, extended or consolidated from time to time.

# EXHIBIT A

# **LEGAL DESCRIPTION**

[See Attached]

#### **Western Mobile Estates**

BEGINNING AT A POINT ON THE CENTERLINE OF 7200 WEST STREET 280.50 FEET NORTH 00°08'06" WEST FROM THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 00° 08' 06" WEST 100.08 FEET; THENCE NORTH 89°51'45" EAST 140.67 FEET; THENCE NORTH 00°08'06" WEST 60.00 FEET; THENCE SOUTH 89°51'54" WEST 140.67 FEET TO SAID CENTERLINE OF 7200 WEST STREET; THENCE ALONG SAID CENTERLINE NORTH 00°08'06" WEST 4.32 FEET; THENCE NORTH 89°51'54" EAST 140.08 FEET; THENCE NORTH 00°08'06" WEST 55.68 FEET; THENCE NORTH 89°51'54" EAST 0.59 FEET; THENCE NORTH 00°08'06" WEST 60.00 FEET; THENCE SOUTH 89°51'54" WEST 140.67 FEET TO THE CENTERLINE OF SAID STREET; THENCE ALONG SAID CENTERLINE NORTH 00°08'06" WEST 3.46 FEET TO THE PROJECTION OF AN EXISTING CHAIN-LINK FENCE; THENCE ALONG SAID FENCE AND THE PROJECTION THEREOF SOUTH 89°20'13" EAST 140.09 FEET TO AN EXISTING WOOD FENCE; THENCE ALONG SAID FENCE NORTH 00°08'06" WEST 92.49 FEET TO AN EXISTING CHAIN-LINK FENCE; THENCE ALONG SAID FENCE SOUTH 89°51'54" WEST 140.08 FEET TO THE CENTERLINE OF SAID STREET; THENCE ALONG SAID CENTERLINE NORTH 00°08'06" WEST 238.63 FEET TO THE SOUTHERLY LINE OF THE RITER CANAL PROPERTY; THENCE ALONG SAID SOUTHERLY LINE NORTH 89°00'00" EAST 834.15 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY LINE NORTH 65°30'00" EAST 545.50 FEET TO AN EXISTING FENCE LINE; THENCE ALONG SAID FENCE LINE SOUTH 00°36'35" WEST 95.61 FEET TO THE NORTHERLY LINE OF THE KOPPER VIEW MOBILE HOME PARK, RECORDED AS ENTRY NO. 3479895 IN BOOK 80-9 AT PAGE 149 OF SUBDIVISION PLATS; THENCE ALONG SAID NORTHERLY LINE SOUTH 89°58'11" WEST 10.04 FEET TO THE 40 ACRE LINE AS DEFINED BY THE KOPPER VIEW MOBILE HOME PARK, RECORDED AS ENTRY NO. 3479895 IN BOOK 80-9 AT PAGE 149 OF SUBDIVISION PLATS: THENCE ALONG SAID 40 ACRE LINE SOUTH 00°08'56" EAST 848.74 FEET TO THE NORTHERLY LINE OF THE AFOREMENTIONED PLAT; THENCE ALONG SAID NORTHERLY LINE NORTH 89°58'57" WEST 1319.88 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THERE FROM ANY PORTION OF THE PROPERTY DESCRIBED ABOVE CONTAINED WITHIN THE BOUNDS OF 7200 WEST STREET.

TOGETHER WITH ANY INTEREST THE SELLER MAY HAVE IN AND TO THE PROPERTY BETWEEN THE 40 ACRE LINE DEFINED BY KOPPER VIEW MOBILE HOME PARK, RECORDED AS ENTRY NO. 3479895 IN BOOK 80-9 AT PAGE 149 OF SUBDIVISION PLATS, SAID 40 ACRE LINE BEING A BOUNDARY OF SAID SUBDIVISION, AND A FENCE CONSTRUCTED AND MAINTAINED EAST OF SAID LINE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WESTERLY CORNER OF THAT PORTION OF THE AFOREMENTIONED SUBDIVISION WHICH PROJECTS NORTHERLY, SAID CORNER BEING 893.71 FEET NORTH 00°08'06" WEST, 834.15 FEET NORTH 89°00'00" EAST, 545.50 FEET NORTH 65°30'00" EAST, AND 95.61 FEET SOUTH 00°36'35" WEST, AND 10.04 FEET SOUTH 89°58'11" WEST FROM THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 00°08'56" EAST 423.28 FEET TO THE NORTHWEST CORNER OF LOT 89 OF SAID SUBDIVISION; THENCE NORTH 89°51'04" FEET TO A FENCE LINE; THENCE NORTH 00°36'35" EAST 423.30 FEET ALONG SAID FENCE LINE; THENCE SOUTH 89°58'11" WEST 10.04 FEET TO THE BEGINNING;

LESS AND EXCEPTING THE FOLLOWING:

BEGINNING AT THE SOUTHWEST CORNER OF SAID ENTIRE TRACT, WHICH POINT IS 280.50 FEET NORTH 00°08'06" WEST ALONG THE SECTION LINE FROM THE SOUTHWEST CORNER OF SAID SECTION 22; AND RUNNING THENCE NORTH 00°08'06" WEST 100.08 FEET ALONG THE WESTERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE NORTH 89°51'45" EAST 40.00 FEET ALONG A

BOUNDARY LINE OF SAID ENTIRE TRACT TO A POINT 40.00 FEET PERPENDICULARLY EASTERLY FROM THE CONTROL LINE OF SAID PROJECT; THENCE SOUTH 00°08'06" EAST 100.19 FEET PARALLEL WITH SAID CONTROL LINE; THENCE NORTH 89°58'57" WEST 40.00 FEET ALONG THE SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT TO THE POINT OF BEGINNING.

## ALSO LESS AND EXCEPTING THE FOLLOWING:

BEGINNING AT A POINT IN THE WESTERLY BOUNDARY LINE OF SAID ENTIRE TRACT, WHICH POINT IS 440.59 FEET NORTH 00° 08' 06" WEST ALONG THE SECTION LINE FROM THE SOUTHWEST CORNER OF SAID SECTION 22; AND RUNNING THENCE NORTH 00°08'06" WEST 4.32 FEET ALONG THE WESTERLY BOUNDARY OF SAID ENTIRE TRACT; THENCE NORTH 89°51'54" EAST 40.00 FEET ALONG A BOUNDARY LINE OF SAID ENTIRE TRACT TO A POINT 40.00 FEET PERPENDICULARLY WESTERLY FROM THE CONTROL LINE OF SAID PROJECT; THENCE SOUTH 00°08'06" EAST 4.32 FEET PARALLEL WITH SAID CONTROL LINE; THENCE SOUTH 89°51'54" WEST 40.00 FEET ALONG A BOUNDARY LINE OF SAID ENTIRE TRACT TO THE POINT OF BEGINNING.

#### ALSO LESS AND EXCEPTING THE FOLLOWING:

BEGINNING AT A POINT IN THE WESTERLY BOUNDARY LINE OF SAID ENTIRE TRACT, WHICH POINT IS 560.59 FEET NORTH 00°08'06" WEST ALONG THE SECTION LINE FROM THE SOUTHWEST CORNER OF SAID SECTION 22; AND RUNNING THENCE NORTH 00°08'06" WEST 3.46 FEET ALONG THE WESTERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE SOUTH 89°20'13" EAST 40.00 FEET ALONG A BOUNDARY LINE OF SAID ENTIRE TRACT TO A POINT 40.00 FEET PERPENDICULARLY EASTERLY FROM THE CONTROL LINE OF SAID PROJECT; THENCE SOUTH 00°08'06" EAST 2.90 FEET PARALLEL WITH SAID CONTROL LINE; THENCE SOUTH 89°51'54" WEST 40.00 FEET ALONG A BOUNDARY LINE OF SAID ENTIRE TRACT TO THE POINT OF BEGINNING.

### ALSO LESS AND EXCEPTING THE FOLLOWING:

BEGINNING AT A POINT IN THE WESTERLY BOUNDARY LINE OF SAID ENTIRE TRACT, WHICH POINT IS 654.580 FEET NORTH 00°08'06" WEST ALONG THE SECTION LINE FROM THE SOUTHWEST CORNER OF SAID SECTION 22; AND RUNNING THENCE NORTH 00°08'06" WEST 238.63 FEET ALONG THE WESTERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE NORTH 89°00'00" EAST 40.00 FEET ALONG THE NORTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT TO A POINT 40.00 FEET PERPENDICULARLY EASTERLY FROM THE CONTROL LINE OF SAID PROJECT; THENCE SOUTH 00°08'06" EAST 128.68 FEET PARALLEL WITH SAID CONTROL LINE; THENCE SOUTH 40°21'32" EAST 23.57 FEET; THENCE SOUTH 00°49'08" WEST 35.32 FEET; THENCE SOUTH 38°58'56" WEST 23.20 FEET TO A POINT 40.00 FEET PERPENDICULARLY EASTERLY FROM THE SAID CONTROL LINE; THENCE SOUTH 89°51'54" WEST 40.00 FEET ALONG THE SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT TO THE POINT OF BEGINNING.

## SAID LAND IS ALSO DESCRIBED AS FOLLOWS: (AS SURVEYED LEGAL)

Beginning at a point on the East line of 7200 West Street and a Northwest corner of Kopper View Mobile Home Park Subdivision, according to the official plat thereof, said point being North 00°08'06" West 280.50 feet along the section line and South 89°58'57" East 40.00 feet from the Southwest Corner of Section 22, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence North 00°08'06" West 100.19 feet along said East line; thence North 89°51'45" East 100.67 feet; thence North 00°08'06" West 60.00 feet; thence South 89°51'54" West 100.67 feet to said East line; thence North 00°08'06" West 4.32 feet along said East line; thence North 89°51'54" East 100.08 feet; thence North 00°09'26" East 115.68 feet; thence South 89°51'54" West 100.67 feet to said East line; thence North  $00^{\circ}08'06"$  West 2.90 feet along said East line to the projection of an existing chain link fence; thence South 89°20'13" East 100.09 feet along said fence to an existing wood fence; thence North 00°08'06" West 92.49 feet along said fence to an existing chain link fence; thence South 89°51'54" West 100.08 feet along said fence to said East line; thence along said East line the following (5) courses: North 00°08'06" West 39.24 feet, and North 38°58'56" East 23.20 feet, and North 00°49'08" East 35.32 feet, and North 40°21'32" West 23.57 feet, and North 00°08'06" West 128.68 feet to the South line of the Riter Canal Property; thence along said South line the following (2) courses: North 89°00'00" East 794.15 feet, and North 65°30'00" East 545.50 feet to an existing fence line; thence South 00°36'35" West 518.91 feet along said fence line; thence South 89°51'04" West 4.43 feet to the 40 acre line as defined by said Kopper View Mobile Home Park Subdivision; thence South 00°08'56" East 335.00 feet along said 40 acre line to the Northerly line of said subdivision; thence North 89°58'57" West 1279.88 feet along said Northerly line to the point of beginning. Property contains 19.000 acres.

APN(s): 14-22-352-042-0000