A. I	CC FINANCING STATEMENT LOW INSTRUCTIONS NAME & PHONE OF CONTACT AT FILER (optional) Corporation Service Company 1-800-858-5294		CORPORATION SERVICE CO SOI ADLAI STEVENSON DR SPRINGFIELD IL 62703 BY: RWP, DEPUTY - MA 7 P.			
B. (E-MAIL CONTACT AT FILER (optional) SPRFilling@cscinfo.com					
	SEND ACKNOWLEDGMENT TO: (Name and Address)					
٢	1369 93151	\neg I				
ı	Corporation Service Company	' 1				
	801 Adlai Stevenson Drive					
	Springfield, IL 62703	iled In: Utah (Salt Lake)				
L		(Sait Cake)	THE AROVE SPA	CE IS EO	R FILING OFFICE USE	ONI Y
. C	DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name will not fit in line 1b, leave all of item 1 blank, check here and provide	Il name; do not omit, m e the Individual Debtor	odify, or abbreviate any part of	the Debtor	s name); if any part of the In	dividual Debtor's
	1a. ORGANIZATION'S NAME Redwood Village, LLC					 -
R	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)	
C.	MAILING ADDRESS 31200 Northwestern Highway	CITY Farmington	Hills	STATE	POSTAL CODE 48334	COUNTRY
. [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					
	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)					
	28. ORGANIZATION'S NAME					
R	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL	NAME	ADDITIO	NAL NAME(S)/INITIAL(S)	SUFFIX
C.	MAILING ADDRESS	CITY		STATE	POSTAL CODE	COUNTRY
_	SECTIOED DARTY'S NAME (AS NAME AS ASSIGNED ASSIGNED SEC	PLIBED BARTY): Provide	do only one Secured Party nam	e /3e or 3h		
	SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3e or 3b) 3a. ORGANIZATION'S NAMEU.S. Bank National Association, as Trustee, in trust for the Holders of COMM 2013-CCRE8					
	Mortgage Trust Commercial Mortgage Pass-Thro					
ĸ	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)	
<u></u>	MAILING ADDRESS 190 South LaSalle Street, 7th Floor	City Chicago		STATE	POSTAL CODE 60603	COUNTRY
ی	COLLATERAL: This financing statement covers the following collateral: he property covered by this Financing Statement i			ا باد ماد ا	. A _M	do ond
	he property covered by this Financing Statement in nade a part hereof, said property being located at					
ш	ereof.	lile premises c	lescribed in Exhibit	A allac	ined hereto and m	ace a par

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, Item 17 and Instructions) being administered by a Decedent's Personal Representative

Consignee/Consignor

A Debtor is a Transmitting Utility

Seller/Buyer

Corporation Service Company 2711 Centerville Rd, Ste. 400 Wilmington, DE 19808

1369 93151

Licensee/Licensor

Manufactured-Home Transaction

6a. Check only if applicable and check only one box:

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor

8. OPTIONAL FILER REFERENCE DATA: 030304983/tc

Non-UCC Filing

6b. Check only if applicable and check only one box:

Agricultural Lien

Bailee/Bailor

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 Redwood Village, LLC 9b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME SUFFIX ADDITIONAL NAME(S)/INITIAL(S) 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 STATE POSTAL CODE COUNTRY ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b) 11a ORGANIZATION'S NAME OR 11b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX 11c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY 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 16. Description of real estate: (if Debtor does not have a record interest). Legal Description attached as Exhibit A. APN(s): 15-27-329-030-0000 Property Address: 1735 West 3150 South West Valley City, UT 84119 17. MISCELLANEOUS:

SCHEDULE A

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 <u>Exhibit A</u> 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

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 \$52,899,020, as the same may be amended, supplemented, restated, increased, extended or consolidated from time to time.

61179385.docx

EXHIBIT A

LEGAL DESCRIPTION

[See Attached]

61179385.docx

Redwood Village

BEGINNING AT A POINT NORTH 0° 08' 45" WEST ALONG THE QUARTER SECTION LINE 880.31 FEET AND WEST 306.66 FEET FROM THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE WEST 122.17 FEET; THENCE NORTH 177.87 FEET; THENCE WEST 59.05 FEET; THENCE NORTH 115.21 FEET; THENCE WEST 70.95 FEET; THENCE NORTH 110.00 FEET TO THE SOUTH LINE OF 3100 SOUTH STREET; THENCE WEST ALONG SAID SOUTH LINE 40.00 FEET; THENCE SOUTH 110.00 FEET; THENCE WEST 75.00 FEET TO THE EAST LINE OF THE REDWOOD VILLAGE SUBDIVISION AS RECORDED; THENCE SOUTH ALONG SAID EAST LINE AND ALONG THE EAST LINE OF THE HECTOR PARK SUBDIVISION AS RECORDED 590.76 FEET TO THE NORTH LINE OF HYANNIS AVENUE; THENCE EAST 95.96 FEET ALONG SAID NORTH LINE TO A POINT ON A 64 FOOT RADIUS CURVE TO THE RIGHT THE CENTER OF WHICH BEARS SOUTH; THENCE SOUTHEAST ALONG SAID SOUTH LINE AND SAID CURVE TO THE RIGHT 100.53 FEET TO THE EAST LINE OF 18TH STREET; THENCE SOUTH ALONG SAID EAST LINE 83.00 FEET; THENCE EAST 207.21 FEET; THENCE NORTH 0° 08' 45" WEST 444.68 FEET TO THE POINT OF BEGINNING.

MORE PARTICULARY DESCRIBED AS:

Beginning at a point North 0°08'45" West 880.31 feet along the Quarter Section line and West 306.66 feet from the Southeast corner of the Northeast Quarter of the Southwest Quarter of Section 27, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running thence South 89°59'14" West 122.17 feet; thence North 00°00'46" West 177.87 feet; thence South 89°59'14" West 59.05 feet; thence North 00°00'46" West 115.21 feet; thence South 89°59'14" West 70.95 feet; thence North 00°00'46" West 110.00 feet to the South line of 3100 South Street; thence South 89°59'14" West 40.00 feet along said South line; thence South 00°00'46" East 110.00 feet; thence South 89°59'14" West 75.00 feet to the East line of the Redwood Village Subdivision as Recorded: thence South 00°00'46" East 590.76 feet along said East line and along the East line of the Hector Park Subdivision as Recorded to the North line of Hyannis Avenue (3215 South Street); thence North 89°59'14" East 95.96 feet along said North line to the beginning of a curve; thence southeasterly 100.53 feet along 64.00 foot radius curve to the right with a central angle of 90°00'00" (center bears South 00°00'46" West and the chord bears South 45°00'46" East 90.51 feet) to the East line of 18th Street (1800 West Street); thence South 00°00'46" East 83.00 feet along said East line of 18th Street; thence North 89°59'14" East 207.21 feet; thence North 00°00'46" West 444.68 feet to the point of beginning.

APN(s): 15-27-329-030-0000