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 Gary W. Ott
 Recorder, Salt Lake County, UT
 FOUNDERS TITLE
 BY: eCASH, DEPUTY - EF 5 P.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

16-010400

A. NAME & PHONE OF CONTACT AT FILER (optional) Blair Schiff, Esq.
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Pepper Hamilton LLP 600 14 th Street, NW Washington, DC 20005

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)

OR	1a. ORGANIZATION'S NAME AHC OF MURRAY, LLC	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY	
215 N. Whitley Drive, Suite 3	Fruitland	ID	83619	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)

OR	2a. ORGANIZATION'S NAME	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
	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)

OR	3a. ORGANIZATION'S NAME Berkadia Commercial Mortgage LLC	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY	
323 Norristown Road, Suite 300	Ambler	PA	19002	USA	

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

Aspen Ridge Transitional Rehab, FHA Project No. 105-22067
 See Exhibits A and B attached hereto and made a part hereof.

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

6a. Check only if applicable and check only one box:
 Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
 Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:
 File in the Official Records of Salt Lake County, Utah

International Association of Commercial Administrators (IACA)

FILING OFFICE COPY — UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/20/11)

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 <input type="checkbox"/>	
9a. ORGANIZATION'S NAME AHC OF MURRAY, LLC	
OR 9b. INDIVIDUAL'S SURNAME	
INDIVIDUAL'S FIRST PERSON NAME	
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY	

10. DEBTOR'S NAME: Provide (10a or 10b) only <u>one</u> 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);	
10a. ORGANIZATION'S NAME	
OR 10b. INDIVIDUAL'S SURNAME	
INDIVIDUAL'S FIRST PERSON NAME	
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)	

10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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11. <input checked="" type="checkbox"/> ADDITIONAL SECURED PARTY'S NAME <u>or</u> <input type="checkbox"/> ASSIGNOR SECURED PARTY'S NAME: Provide only <u>one</u> name (11a or 11b)	
11a. ORGANIZATION'S NAME SECRETARY OF HOUSING AND URBAN DEVELOPMENT- Office of Residential Care Facilities	
OR 11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME
	ADDITIONAL NAME(S)/INITIAL(S)
	SUFFIX

11c. MAILING ADDRESS 451 Seventh Street, SW	CITY Washington	STATE DC	POSTAL CODE 20410	COUNTRY USA
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12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded in the REAL ESTATE RECORDS (if applicable))	14. This FINANCING STATEMENT <input type="checkbox"/> covers timber to be cut <input type="checkbox"/> covers as-extracted collateral <input checked="" type="checkbox"/> 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): Murray SNFH RP Sub, LLC 140 North Union Avenue, Suite 230 Farmington, Utah 84205	16. Description of real estate Aspen Ridge Transitional Rehab FHA Project No. 105-22067 See Exhibits A and B attached hereto and made a part hereof.

17. MISCELLANEOUS

EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1:

Commencing at a point located South 1941.65 feet and West 377.29 feet and South 100.00 feet from the North Quarter Corner of Section 20, Township 2 South, Range 1 East, Salt Lake Base and Meridian, thence South 89°43'27" East along an existing fence line 464.28 feet; thence South 43°31'41" East 70.18 feet; thence along the arc of a 74.00 foot radius curve to the right 53.75 feet, chord bears South 20°38'00" East; thence South 00°03'41" East 93.25 feet; thence South 89°56'19" West 531.00 feet; thence North 00°03'41" West 196.14 feet to the point of beginning.

PARCEL 1A:

TOGETHER WITH Those Rights Appurtenant to Parcel 1, set forth and created by that certain Agreement for Easement and Right of Way recorded December 19, 2003 as Entry No. 8928709 in Book 8925 at Pages 4603-4609 of Official Salt Lake County, Utah Records. Being more particularly described as follows:

Beginning at a point which is 117.80 rods (1943.70 feet) South and North 89°30'00" West 23 rods (379.50 feet) and South 100 feet across a certain 100 foot wide parcel of land conveyed to the Utah Department of Transportation as recorded in Book 5572, at Page 444, and South 197.00 feet and East 80 feet from the Northeast corner of the Northwest quarter of Section 20, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence West 20 feet; thence South 330 feet, more or less, to the center line of 6600 South Street; thence East along said center line 20 feet; thence North 330 feet, more or less, to the point of beginning.

PARCEL 1B:

TOGETHER WITH a right of way over the following described tract as conveyed by that certain Quit Claim Deed dated December 19, 2003 and recorded December 19, 2003 as Entry No. 8928706 in Book 8925 at Page 4597 of official records.

Beginning at a point which is 117.80 rods (1943.70 feet) South and North 89°30'00" West 23 rods (379.50 feet) and South 100 feet across a certain 100 foot wide parcel of land conveyed to the Utah Department of Transportation as recorded in Book 5572, at Page 444, and South 197.00 feet and East 80 feet from the Northeast corner of the Northwest quarter of Section 20, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence East 20 feet; thence South 330 feet, more or less, to the center line of 6600 South Street; thence West along said center line 20 feet; thence North 330 feet, more or less, to the point of beginning.

The following is shown for informational purposes only: Tax ID No. 22-20-178-007

EXHIBIT B
DESCRIPTION OF COLLATERAL

All of the following described property and interests in property, whether now in existence or hereafter arising, and relating to, situated or located on or used or usable in connection with the maintenance and/or operation of the property described in Exhibit A (hereafter referred to as the “**Land**”):

a. All fixtures, furniture, equipment and other goods and tangible personal property of every kind and description whatsoever now or hereafter located on, in or at the Land, including, but not limited to, all lighting, laundry, incinerating and power equipment; all engines, boilers, machines, radiators, motors, furnaces, compressors and transformers; all power generating equipment; all pumps, tanks, ducts, conduits, wire, switches, electrical equipment, and fixtures, fans and switchboards; all telephone equipment; all piping, tubing and plumbing equipment and fixtures; all heating, refrigeration, air-conditioning, cooling, ventilating, sprinkling, water, power, waste disposal and communications equipment, systems and apparatus; all water coolers and water heaters; all fire prevention, alarm and extinguishing systems and apparatus; all cleaning equipment; all lift, elevator and escalator equipment and apparatus; all partitions, shades, blinds, awnings, screens, screen doors, storm doors, exterior and interior signs, gas fixtures, stoves, ovens, refrigerators, garbage disposals, dishwashers, kitchen and laundry fixtures, utensils, appliances and equipment, cabinets, mirrors, mantles, floor coverings, carpets, rugs, draperies and other furnishings and furniture now or hereafter installed or used or usable in the operation of any part of the buildings, structures or improvements erected or to be erected in or upon the Land and every replacement thereof, accession thereto, or substitution therefor, whether or not all of the above are now or hereafter acquired or attached to the Land in any manner;

b. All articles of tangible personal property not otherwise described herein which are now or hereafter located in, attached to or used in, on or about the buildings, structures or improvements now or hereafter located, placed, erected, constructed or built on the Land and all replacements thereof, accessions thereto, or substitution therefor, whether or not the same are, or will be, attached to such buildings, structures or improvements in any manner;

c. All awards now or hereafter made (“**Awards**”) with respect to the Land as a result of (i) the exercise of the power of condemnation or eminent domain, or the police power, (ii) the alteration of the grade of any street, or (iii) any other injury or decrease in the value of the Land (including but not limited to any destruction or decrease in the value by fire or other casualty), whether or not any of the property described in this item (d) constitutes accounts, chattel paper, documents, general intangibles, instruments, investment property, deposit accounts, or money;

d. All land surveys, plans and specifications, drawings, briefs and other work product and other papers and records now or hereafter used in the construction, reconstruction, alteration, repair or operation of the Land;

e. All certificates and agreements for the provision of property or services to or in connection with, or otherwise benefiting, the Land and/or the Healthcare Facility;

f. All licenses, permits, and/or approvals issued by any governmental authority with respect to the use or operation of the Healthcare Facility for the Approved Use as that term is defined in the Operator’s Regulatory Agreement, to the greatest extent permitted by and not in violation of applicable law now enacted or hereafter amended, and any and all Medicaid/Medicare/TRICARE/CHAMPUS or other governmental insurance provider agreements. Provided that this Agreement shall be construed as granting to Lender a security interest, assigning receivables, giving dominion and control or designating an attorney-in-fact with respect to the Government Receivables Accounts, Government Payments and other Healthcare Assets to the greatest extent permitted by and not in violation of (i) applicable law, now

enacted and/or hereafter amended, and (ii) the Provider Agreements. For purposes herein, "**Government Receivables Accounts**" shall mean separate deposit account(s) into which only Government Payments are deposited, and "**Government Payments**" shall mean a payment from a governmental entity and shall include, without limitation, payments governed under the Social Security Act (42 U.S.C. §§ 1395 et seq.), including payments under Medicare, Medicaid and TRICARE/CHAMPUS, and payments administered or regulated by the Centers for Medicare and Medicaid Services of U.S. Department of Health and Human Services;

g. All funds, monies, securities and other property held in escrow, lock boxes, depository or blocked accounts or as reserves and all rights to receive (or to have distributed to Operator) any funds, monies, securities or property held in escrow, lock boxes, depository or blocked accounts or as reserves including but not limited to all of Operator's rights (if any) to any funds or amounts in that certain reserve funds and/or residual receipts accounts created under any regulatory agreement required by the Secretary of Housing and Urban Development or the Federal Housing Administration Commissioner;

h. All accounts, accounts receivable, general intangibles, chattel paper, instruments, rights to payment evidenced by instruments, documents, inventory, goods, cash, cash proceeds, bank accounts, deposit accounts, certificates of deposits, securities, insurance policies, letters of credit, letter of credit rights, deposits, judgments, liens, causes of action, warranties, guaranties and all other properties and assets of Operator, tangible or intangible, whether or not similar to the property described in this item (h). As used herein, the term "**accounts receivable**" shall include (i) all healthcare insurance receivables, including, but not limited to Medicaid and Medicare receivables, Veterans Administration or other governmental receivables, private patient receivables, and HMO receivables; (ii) any payments due or to be made to Operator relating to the Land or (iii) all other rights of Operator to receive payment of any kind with respect to the Land;

i. All books, records and files of whatever type or nature relating to any or all of the property or interests in property described herein or the proceeds thereof, whether or not written, stored electronically or electromagnetically or in any other form, and whether or not such books, records, or files constitute accounts, equipment or general intangibles;

j. Any and all security or other deposits which have not been forfeited by any tenant under any lease; and

k. All products and proceeds of any and all of the property (and interests in property) described herein including but not limited to proceeds of any insurance, whether or not in the form of original collateral, accounts, contract rights, chattel paper, general intangibles, equipment, fixtures, goods, securities, leases, instruments, inventory, documents, deposit accounts or cash.