

ENT 69414:2008 PG 1 of 5
 RANDALL A. COVINGTON
 UTAH COUNTY RECORDER
 2008 Jun 16 10:54 am FEE 19.00 BY JL
 RECORDED FOR FIDELITY LAND & TITLE

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Prudential Huntoon Paige Associates, Ltd.
 c/o PAR Servicing Department
 Attn: FHA Loan Administration
 2100 Ross Avenue, Suite 2500
 Dallas, TX 75201-7907

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
 Park Way Health, LLC

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

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
 855 S. Skylake Drive Woodland Hills UT 84653 US

1d. TAX ID #: SSN OR EIN ADDL INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any
 35-2332949 DEBTOR LLC Utah 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

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

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. TAX ID #: SSN OR EIN ADDL INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any
 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
 Prudential Huntoon Paige Associates, Ltd., a Delaware corporation

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

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
 2100 Ross Avenue, Suite 2500 Dallas TX 75201-7907 US

4. This FINANCING STATEMENT covers the following collateral:

ALL PERSONAL PROPERTY DESCRIBED IN EXHIBIT 'A' ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE, LOCATED ON REAL PROPERTY DESCRIBED IN EXHIBIT 'B'.

Parkway Health Center
 FHA#: 105-43054

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) (ADDITIONAL FEE) (optional)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

D. OPTIONAL FILER REFERENCE DATA
 To be filed with the Utah County Recorder's Office

UCC FINANCING STATEMENT ADDENDUM

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FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

9a. ORGANIZATION'S NAME Park Way Health, LLC			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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

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

12a. ORGANIZATION'S NAME Secretary of Housing and Urban Development					
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS 1670 Broadway, 25th Floor		CITY Denver	STATE CO	POSTAL CODE 80202-4801	COUNTRY US

13. This FINANCING STATEMENT covers timber to be cut or ore-extracted collateral, or is filed as a future filing.
14. Description of real estate.

SEE EXHIBIT 'B' ATTACHED HERETO AND MADE A PART HEREOF FOR A DESCRIPTION OF REAL PROPERTY.

Parkway Health Center
FHA#: 105-43054

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

EXHIBIT A**DESCRIPTION OF COLLATERAL OF DEBTOR**

This Exhibit "A" is attached to, incorporated by reference in, and forms a part of certain documents (collectively, the "Security Documents"), executed and delivered in connection with the financing of the Project (as hereinafter defined), including a Security Agreement and Financing Statements.

This Exhibit "A" refers to the following collateral owned or to be owned in whole or part by, and under the control of, **Park Way Health, LLC, a Utah limited liability company** (the "Debtor"), as Lessee, which may be now or hereafter located on the premises of, relate to, or be used in connection with the operation of, a certain rehabilitation center known as "**Parkway Health Center**", **FHA Project No. 105-43054**, located in **Payson, Utah**, and which collateral the Owner, as defined in the Security Agreement, either owns or has, or will have, an interest therein pursuant to the terms and provisions of the Lease, as defined in the Security Agreement:

1. The Medicaid, Medicare and any other Provider Agreements from the State of Utah or others for the Facility, as well as any accounts receivable of the said Facility.
2. All right, title and interest in and to the Nursing Home License applicable to the Project and heretofore issued and granted by the State of Utah, Department of Health effective as of _____.
3. Hospital beds and equipment, physiotherapy equipment, medical equipment and apparatus, all other equipment, goods and personal property as are commonly used in the furnishing and equipping of a skilled nursing facility, whether personal property, inventory or fixtures, whether now owned or hereafter from time to time acquired by the Debtor, together with all substitutions, replacements, additions, attachments, accessories, accretions, their component parts thereto or thereof, all other items of like property and all accounts and contract rights covering or relating to any or all thereof, whether now in existence or hereafter arising, and relating to, situated on, or used or usable in connection with the maintenance and/or operation of a skilled nursing facility on a parcel of real estate.
4. The term "Collateral" as used herein and in the Security Agreement specifically includes the Medicare/Medicaid provider agreements for the skilled nursing facility and the payments Debtor is entitled to thereunder, and the bed authority allocated to the project by applicable federal, state and local governmental authorities.
5. All of the records and books of account now or hereafter maintained by or on behalf of the Debtors and/or their agents and employees in connection with the Project.
6. All names now or hereafter used in connection with the Project and the goodwill associated therewith.
7. All other licenses, permits and approvals issued by any federal, state or local governmental entity relating to the operation, management, use and occupancy of the Project.
8. All receipts, revenues, income, profits, proceeds, deposit accounts, all accounts,

including, but not limited to healthcare insurance receivables and other accounts receivable and unrestricted cash and investments derived from properties owned or leased by the Debtor.

9. Any and all other collateral or personal property of the borrower as defined in the Uniform Commercial Code. Proceeds, products, returns, additions, accessions, replacements and substitutions of and to any and all of the above.

10. All accounts (including healthcare insurance receivables) and all other forms of obligations owing to the Debtor arising out of the provision of services or the sale, lease, license or assignment of goods or other property, including all Receivables and all Collections and other payments and proceeds with regard thereto.

11. All chattel paper (whether tangible or electronic);

12. All commercial tort claims.

13. All computer hardware and software and all rights with respect thereto, including, without limitation, any and all licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications, and any substitutions, replacements, additions or model conversions of any of the foregoing;

14. All Deposit Accounts and all rights with respect thereto, including, without limitation, any and all rights under deposit agreements, lockbox agreements, servicing and similar agreements relative thereto.

15. All general intangibles, including all payment intangibles, any disproportionate share settlements, risk share settlements, cost report settlements, capitation settlement payments or other distributions to any Debtor related to the Collateral or any portion thereof or the related contracts, all trademarks, trademark applications and registrations, as well as all copyrights, trade names, patents, service marks and other intellectual property, all associated good will and the right to sue for past, present and future infringement thereof throughout the world;

16. All licenses, Permits and governmental authorizations, including all operating and medical licenses and permits, including any Certificates of Need, provider contracts, general certificates and other similar types of authorizations;

17. All Project and operational books and records;

18. Any other contract rights or rights to the payment of money and insurance claims; and

19. Any and all proceeds, replacements or substitutions of or related to the foregoing.

EXHIBIT "B"

LEGAL DESCRIPTION

PARCEL A:

A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 10, AND THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE BRASS CAP MONUMENTING THE SOUTHWEST CORNER OF SAID SECTION 10, THENCE N. 89°31'31" E. A DISTANCE OF 401.83 FEET ALONG THE SECTION LINE; THENCE NORTH A DISTANCE OF 499.67 FEET TO THE REAL POINT OF BEGINNING.

THENCE N. 89°39'14" W. A DISTANCE OF 353.98 FEET TO A POINT OF CURVATURE OF A 18.00-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE NORTHEASTERLY A DISTANCE OF 13.30 FEET ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 42°20'42" AND A CHORD THAT BEARS N.20°59'49" E. A DISTANCE OF 13.00 FEET; THENCE N. 00°00'01" W. A DISTANCE OF 177.22 FEET TO A POINT OF CURVATURE OF A 5.00-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE NORTHWESTERLY A DISTANCE OF 7.85 FEET ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 89°58'58" AND A CHORD THAT BEARS N. 44°59'36" W. A DISTANCE OF 7.07 FEET; THENCE N.89°59'57" W. A DISTANCE OF 321.45 FEET; THENCE N. 00°01'56" W. A DISTANCE OF 31.00 FEET; THENCE S. 89°59'57" E. A DISTANCE OF 321.29 FEET TO A POINT OF CURVATURE OF A 5.00-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE NORTHEASTERLY A DISTANCE OF 7.85 FEET ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 89°58'58" AND A CHORD THAT BEARS N. 44°59'57" E. A DISTANCE OF 7.07 FEET; THENCE N. 00°00'00" E. A DISTANCE OF 179.69 FEET; THENCE S. 89°42'47" E. A DISTANCE OF 185.00 FEET; THENCE N. 45°00'00" E. A DISTANCE OF 236.73 FEET; THENCE S. 00°17'13" W. A DISTANCE OF 578.66 FEET TO THE REAL POINT OF BEGINNING.

PARCEL B:

RIGHTS TO CONNECT AND USE FACILITIES OF MOUNTAIN VIEW HOUSING LIFT STATION CONTAINED IN THAT CERTAIN JOINT USE AGREEMENT DATED 19 SEPTEMBER 2007, AS AMENDED, BY AND BETWEEN MOUNTAIN VIEW HOSPITAL, INC., A UTAH CORPORATION, GRANTOR, AND BAR K. DEVELOPMENT, LLC, A UTAH LIMITED LIABILITY COMPANY AND B D & E PROPERTIES, L.C., A UTAH LIMITED LIABILITY COMPANY, WHICH JOINT USE AGREEMENT, AS AMENDED, WAS RECORDED ON 16 MAY 2008, AS INSTRUMENT NO. 58332:2008, IN THE OFFICES OF THE UTAH COUNTY RECORDER.