

FIDELITY TITLE  
FILE # 22657



ENT 89197:2013 PG 1 of 6  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2013 Sep 18 10:49 am FEE 20.00 BY ED  
RECORDED FOR FIDELITY LAND & TITLE

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)

Levy, Levy & Levy  
900 Larkspur Landing Circle, Suite 275  
Larkspur, CA 94939  
Attention: Paul A. Renno, Esq.

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<br><p style="text-align: center;">B D &amp; E Properties, L.C.</p> |  |   |  |   |
| OR   |  |   |  |   |
| 1b. INDIVIDUAL'S LAST NAME   |  | FIRST NAME  | MIDDLE NAME  | SUFFIX  |
| 1c. MAILING ADDRESS<br><p style="text-align: center;">855 South Skylake Drive</p>          |  | CITY<br><p style="text-align: center;">Woodland Hills</p> | STATE<br><p style="text-align: center;">UT</p>                                     | POSTAL CODE<br><p style="text-align: center;">84653</p>                     |
| 1d. TAX ID #: SSN OR EIN   |  | ADD'L INFO RE ORGANIZATION DEBTOR                         | 1e. TYPE OF ORGANIZATION<br><p style="text-align: center;">LC</p>                  | 1f. JURISDICTION OF ORGANIZATION<br><p style="text-align: center;">Utah</p> |
|  |  |   | 1g. ORGANIZATIONAL ID #, if any<br><p style="text-align: center;">6309096-0160</p> | <input type="checkbox"/> 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                      |
| 2d. TAX ID #: SSN OR EIN   |  | ADD'L INFO RE ORGANIZATION DEBTOR | 2e. TYPE OF ORGANIZATION        | 2f. JURISDICTION OF ORGANIZATION |
|                            |  |                                   | 2g. ORGANIZATIONAL ID #, if any | <input type="checkbox"/> 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<br><p style="text-align: center;">Prudential Huntoon Paige Associates, LLC</p> |  |   |  |  |
| OR   |  |   |  |  |
| 3b. INDIVIDUAL'S LAST NAME   |  | FIRST NAME  | MIDDLE NAME                                    | SUFFIX   |
| 3c. MAILING ADDRESS<br><p style="text-align: center;">2100 Ross Avenue, Suite 2500</p>                 |  | CITY<br><p style="text-align: center;">Dallas</p> | STATE<br><p style="text-align: center;">TX</p> | POSTAL CODE<br><p style="text-align: center;">75201-7907</p> |
|  |  |   |  | COUNTRY<br><p style="text-align: center;">USA</p>            |

4. This FINANCING STATEMENT covers the following collateral:

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF FOR A DESCRIPTION OF THE COLLATERAL WHICH IS LOCATED ON THE REAL ESTATE DESCRIBED IN EXHIBIT "A" WITH RESPECT TO:

Parkway Health Care Center  
FHA Project No.: 105-43074

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) (OPTIONAL FEE) (optional)  All Debtors  Debtor 1  Debtor 2

8. OPTIONAL FILER REFERENCE DATA

TO BE RECORDED IN THE OFFICIAL RECORDS OF UTAH COUNTY, UTAH

**UCC FINANCING STATEMENT ADDENDUM**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

|                          |                            |            |                     |
|--------------------------|----------------------------|------------|---------------------|
| B D & E Properties, L.C. |                            |            |                     |
| 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                       |
| 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 | <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  |                             |            |             |             |         |
| SECRETARY OF HOUSING AND URBAN DEVELOPMENT, AS ITS INTERESTS MAY APPEAR |                             |            |             |             |         |
| OR  | 12b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX      |         |
| 12c. MAILING ADDRESS  |                             | CITY       | STATE       | POSTAL CODE | COUNTRY |
| 451 Seventh Street, SW, Room 2247                                       |                             | Washington | D.C.        | 20410       | USA     |

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 AND MADE A PART HEREOF FOR A DESCRIPTION OF THE REAL PROPERTY.

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"

### 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.

#### PARCEL C:

TOGETHER WITH AND SUBJECT TO AN EASEMENT OVER PROFESSIONAL WAY AS SHOWN ON SPECIAL WARRANTY DEED ENTRY #143812:2007.

## EXHIBIT "B" TO

## SECURITY AGREEMENT and FINANCING STATEMENTS

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As used herein, the term "Debtor" shall mean and include the terms "Mortgagor", "Grantor", "Borrower" and "Beneficiary"; and the term "Secured Party" shall mean and include the terms "Lender", "Creditor" and "Secretary" or "HUD".

This Exhibit "B" is attached to, incorporated by reference in and forms of a part of that certain Security Agreement and Financing Statements (collectively, the "Security Documents"), dated of even date herewith, executed and delivered by the Debtor in connection with the refinancing of the Facility (as hereinafter defined).

This Exhibit "B" refers to the following collateral which may be now or hereafter located on the premises of, relate to, or be used in connection with, the purchase, refinancing, construction, equipping, repair, ownership, management, and operation of a **skilled nursing facility** known as **PARKWAY HEALTH CARE CENTER**, Federal Housing Administration Project No. **105-43074**, located in the **City of Payson, County of Utah, State of Utah** ("Facility");

1. All materials now owned or hereafter acquired by the Debtor and intended for construction, reconstruction, alteration and repair of any building, structure or improvement now or hereafter erected or placed on the property described in Exhibit "A" ("Property"), all of which materials shall be deemed to be included within the Facility immediately upon the delivery thereof to the Facility.
2. All of the walks, fences, shrubbery, driveways, fixtures, machinery, apparatus, equipment, fittings, and other goods and other personal property of every kind and description whatsoever, now owned or hereafter acquired by the Debtor and attached to or contained in and used or usable in connection with any present or future operation of the Facility, including, by way of example rather than of limitation, all lighting, laundry, incinerating and power equipment; all engines, boilers, machines, motors, furnaces, compressors and transformers; all generating equipment; all pumps, tanks, ducts, conduits, wire, switches, electrical equipment and fixtures, fans and switchboards; all telephone equipment; all piping, tubing, plumbing equipment and fixtures; all heating, refrigeration, air conditioning, cooling, ventilating, sprinkling, water, power 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, cabinets, mirrors, mantles, floor coverings, carpets, rugs, draperies and other furnishings and furniture installed or to be installed or used or usable in the operation of any part of the Facility or facilities erected or to be erected in or upon the Property; and every renewal or replacement thereof or articles in substitution therefore, whether or not the same are now or hereafter attached to the Property in any manner; all except for any right, title or interest therein owned by any tenant (it being agreed that all personal property owned by the debtor and placed by it on the Property shall, so far as permitted by law, be deemed to be affixed to the Property, appropriated to its use, and covered by each of the Security Documents to which this Exhibit is attached).
3. All of the Debtor's right, title and interest in and to any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation (collectively, the "Awards") heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of: (i) any taking of the Property or any part thereof by the exercise of the power of condemnation or eminent domain, or the police power, (ii) any change or alteration of the grade of any street, or (iii) any other injury or decrease in the value of the Property or any part thereof (including but not limited to destruction or decrease in value by fire or other casualty), all of which Awards, rights thereto and shares therein are hereby assigned to the Secured Party, who is hereby authorized to collect and receive the proceeds thereof and to give property receipts and acquittances therefore and to apply, at its option, the net proceeds thereof, after deducting expenses of

collection, as a credit upon any portion, as selected by the Secured Party, of the indebtedness secured by the Security Documents.

4. All of the Debtor's right, title and interest in and to any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same from any and all insurance policies covering the Property or any portion thereof, or any of the other property described herein.
5. The interest of the Debtor in and to all of the health care facility revenues, rents, receipts, charges, royalties, issues, profits, income and other benefits of the Property, or arising from the use or enjoyment of all or any portion thereof, or from any lease or agreement pertaining thereto, and all right, title and interest of the Debtor in and to, and remedies under, all contract rights, accounts receivable and general intangibles arising out of or in connection with any and all leases and subleases of the Property, or any part thereof, and of the other property described herein, or any part thereof, both now in existence or hereafter entered into, together with all proceeds (cash and non-cash) thereof, except for tenant security deposits; and including, without limitation, all cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder. ENT 89197:2013 PG 5 of 6
6. All of the Debtor's rights, options, powers and privileges in and to (but not the Debtor's obligations and burdens under) any construction contract, architectural and engineering agreements and management contract pertaining to the construction, development, ownership, repair, operation, equipping and management of the Property and all of the Debtor's rights, title and interest in and to (but not the Debtor's obligations and burdens under) all architectural, engineering and similar plans, specifications, drawings, reports, surveys, plats, permits and the like, contracts for construction, operation and maintenance of, or provision or services to, the Property or any of the other property described herein, and all sewer taps and allocations, agreements for utilities, bonds and the like, all relating to the Property.
7. All intangible personal property, accounts, licenses, permits, instruments, contract rights, chattel paper and general tangibles of the Debtor, including but not limited to cash; accounts receivable; bank accounts; certificates of deposit; securities; promissory notes; rents; rights (if any) to amounts held in escrow; insurance proceeds; condemnation rights; deposits; judgments, liens and causes of action; warranties and guarantees.
8. The interest of the debtor in any cash escrow fund and in any and all funds, securities, instruments, documents and other property which are at any time paid to, deposited with, under the control of, or in the possession of the Secured Party, or any of its agents, branches, affiliates, correspondents or others acting on its behalf, which rights shall be in addition to any right of set-off or right of lien that the Secured Party may otherwise enjoy under applicable law, regardless of whether the same arose out of or relates in any way, whether directly or indirectly, to the Facility located upon the Property.
9. Any collateral provided by the Debtor or for its account to each and every issuer of a letter of credit, subject to the prior claim of the issuer of any such letter of credit to such collateral.
10. All inventory, including raw materials, components, work-in-process, finished merchandise and packing and shipping materials.
11. All of the records and books of account now or hereafter maintained by or on behalf of the Debtor and/or its agents and employees in connection with the Facility.
12. All names now or hereafter used in connection with the Facility and the goodwill associated therewith.
13. All Major Moveable Equipment now owned or hereinafter acquired by the Debtor with respect to the Facility.
14. All Minor Non-Realty Equipment now owned or hereinafter acquired by the Debtor with respect to the Facility, including, but not limited to, sheets, pillow cases, towels, dishes, flatware and glassware.

15. Proceeds, products, returns, additions, accessions and substitutions of and to any or all of the above.
16. Any of the above arising or acquired by the Debtor or to which the Debtor may have a legal or beneficial interest in on the date hereof and at any time in the future.
17. Any of the above which may become fixtures by virtue of attachment to Property.
18. All income derived from private pay, benefits and reimbursements under provider agreements with Medicaid, Medicare, State and local programs, payments from health care insurers and any other assistance providers, all rents, charges, and fees received from leasing space on the Premises, all contributions, donations, gifts, grants, bequests and endowment funds by donors and all other revenues received from any other source paid or unpaid, including but not limited to all accounts receivable, undisbursed funds in Surplus Cash, Residual Receipts, escrow accounts and other assistance available for Project operations.
19. Any and all other collateral of the Debtor as defined in the Uniform Commercial Code, as enacted in the State.
20. All income, rents, profits, receipts and charges from the Facility.
21. All accounts, including without limitation the following: Reserve Fund for Replacement, residual receipts, and special funds; ground rents, taxes, water rents, assessments and fire and other hazard-insurance premiums; accounts receivable; operating revenue; initial operating escrow; and escrow for latent defects.
22. All insurance and condemnation proceeds; and all inventories.
23. All hospital beds, medical equipment and apparatus, and all other equipment goods and personal property as are commonly used in the full furnishing and equipping of a residential care facility and/or assisted living facility, whether personal property, inventory or fixtures, whether now owned or hereafter from time to time acquired by either of the Debtors, 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 of all thereof, whether now in existence or hereafter arising, and relating to, situated on, or used or usable in connection with the ownership, operation, management, use and occupancy of the Project.
24. All licenses, permits and approvals issued by any federal, state and local governmental entity in connection with or relating to the ownership, operation, management, use and occupancy of the Project.
25. All Medicare/Medicaid Provider Agreements pertaining to the Project, whether now existing or hereafter issued to or for the benefit of either of the Debtors or as to which either of the Debtors may have any right, title or interest.
26. Any and all contracts or agreements with third parties, whether now existing or hereinafter issued to or for the benefit of the Project.
27. The interest of the Debtor, as lessee, in any and all of the above which may be leased by the Debtor from others.