

14113097 B: 11423 P: 3392 Total Pages: 8  
06/02/2023 09:55 AM By: CSelman Fees: \$40.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: CORPORATION SERVICE COMPANY (UCC)  
801 ADLAI STEVENSON DRIVESPRINGFIELD, IL 62703

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) CSC 1-800-858-5294
B. E-MAIL CONTACT AT FILER (optional) SPRFiling@cscglobal.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 2569 89722 CSC 801 Adlai Stevenson Drive Springfield, IL 62703 Filed In: Utah (Salt Lake)

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)

1a. ORGANIZATION'S NAME Beehive Homes of Draper, LLC					
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS	711 East pioneer Road	CITY Draper	STATE UT	POSTAL CODE 84020	COUNTRY 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)

2a. ORGANIZATION'S NAME					
OR	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)

3a. ORGANIZATION'S NAME Dwight Capital LLC					
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS	787 11th Ave Fl 10	CITY New York	STATE NY	POSTAL CODE 10019	COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:  
See addendum, attachment and or exhibit A.

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

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/Licensor

8. OPTIONAL FILER REFERENCE DATA: 105-22073

2569 89722

# 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 Beehive Homes of Draper, LLC	
OR	
9b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

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	CITY	STATE	POSTAL CODE	COUNTRY
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11.  ADDITIONAL SECURED PARTY'S NAME or  ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME Secretary of Housing and Urban Development			
OR			
11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

11c. MAILING ADDRESS C/O Office of Residential Care Facilities, 451 7th ST S.W.	CITY Washinton	STATE DC	POSTAL CODE 20410	COUNTRY USA
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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

<p>15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):</p>	<p>16. Description of real estate:                  See extention sheet and Exhibit "A" attched hereto and by reference incorporated herein.</p>
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17. MISCELLANEOUS:

## UCC FINANCING STATEMENT EXTENSION SHEET

This Financing Statement covers the following types or items of property:

All estates, rights, title and interest which Debtor now has or may later acquire in and to the following properties, rights and interests:

(1) the estate in realty described in Exhibit A attached hereto and by reference made a part hereof (the "**Land**");

(2) that portion of the Project (as hereinafter defined) operated on the Land as (i) a public facility, proprietary facility, or facility of a private nonprofit corporation or association, licensed or regulated by the state of Utah and may include any of the fifty states of the United States of America, Puerto Rico, the District of Columbia, Guam, the Trust Territory of the Pacific Islands, the American Samoa and the Virgin Islands (the "**State**") (or, if there is no State law providing for such licensing and regulation by the State, by the municipality or other political subdivision in which the facility is located), for the accommodation of convalescents or other persons who are not acutely ill and not in need of hospital care but who require skilled nursing care and related medical services, in which such nursing care and medical services are prescribed by, or are performed under the general direction of, persons licensed to provide such care or services in accordance with the laws of the State where the facility is located (the "**Nursing Home**"), (ii) Intermediate Care Facility, (iii) any residential facility providing room, board, and continuous protective oversight that is regulated by a State pursuant to the provisions of Section 1616(e) of the Social Security Act (the "**Board and Care Home**"), (iv) a public facility, proprietary facility, or facility of a private nonprofit corporation or association that (1) is licensed and regulated by the State (or if there is no state law providing for such licensing and regulation by the State, by the municipality or other political subdivision) in which the facility is located; (2) makes available to residents supportive services to assist the residents in carrying out activities of daily living, and may make available to residents home healthcare services, such as nursing and therapy; and (3) provides separate dwelling units for residents, each of which may contain a full kitchen and bathroom, and which includes common rooms and other facilities appropriate for the provision of supportive services to the residents of the facility (the "**Assisted Living Facility**") and/or (v) any other healthcare facility authorized to receive insured mortgage financing pursuant to Section 232 of the National Housing Act, as amended, including any commercial space included in the facility (the "**Healthcare Facility**");

(3) the buildings, structures, and alterations now constructed or at any time in the future constructed or placed upon the Land (the "**Improvements**"), including any future replacements and additions;

(4) all property or goods that become so related or attached to the Land or the Improvements that an interest arises in them under real property law, whether acquired now or in the future, excluding all resident owned goods and property, and including but not limited to: major movable equipment, machinery, equipment (including medical equipment and systems), engines, boilers, incinerators, installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air, or light; antennas, cable, wiring and conduits used in connection with radio, television, computers and computer software, medical systems, security, fire prevention, or

fire detection or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposals, washers, dryers and other appliances; light fixtures, awnings, storm windows and storm doors; pictures, screens, blinds, shades, curtains and curtain rods; mirrors; cabinets, paneling, rugs and floor and wall coverings; fences, trees and plants; swimming pools; playground and exercise equipment and classroom furnishings and equipment (the "**Fixtures**");

(5) all equipment, inventory, and general intangibles associated with the Healthcare Facility and/or the Project. It includes furniture, furnishings, beds, machinery, building materials, appliances, goods, supplies, tools, books, records (whether in written or electronic form), computer equipment (hardware and software) and other tangible or electronically stored personal property (other than Fixtures) that are owned, leased or used now or in the future in connection with the ownership, management or operation of the Healthcare Facility and/or any other portion of the Project, or are located on the Land or in the Improvements, and any operating agreements relating to the Project, and any surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Project, and all other intangible property and rights relating to the operation of, or used in connection with, the Project, including all certifications, approvals and governmental permits relating to any activities on the Land. Personalty includes all tangible and intangible personal property used in connection with the Healthcare Facility (such as major movable equipment and systems), accounts, licenses, bed authorities, certificates of need required to operate the Healthcare Facility and to receive benefits and reimbursements under provider agreements with Medicaid, Medicare, State and local programs, payments from healthcare insurers and any other assistance providers; all certifications, permits and approvals, instruments, all rent due pursuant to any Operator Lease (as hereinafter defined), any payments due pursuant to any Residential Agreement (as hereinafter defined); any other lease payments, revenues, charges, fees and assistance payment arising from the operation of the Project, including but not limited to, if and for so long as applicable, workers' compensation, social security, Medicare, Medicaid, and other third-party reimbursement payments, all right, title and interest of Operator (as hereinafter defined) in and to the following, in each case arising from the operation of the Healthcare Facility located on the Mortgaged Property in the ordinary course of business: (a) all rights to payment of a monetary obligation, whether or not earned by performance, including, but not limited to, accounts receivable, health-care insurance receivables, Medicaid and Medicare receivables, Veterans Administration receivables, or other governmental receivables, private patient receivables, and HMO receivables, (b) payment intangibles, (c) guaranties, letter-of-credit rights and other supporting obligations relating to the property described in clauses (a) and (b); and (d) all of the proceeds of the property described in clauses (a), (b) and (c) (notwithstanding the foregoing, "**Accounts Receivable**" shall not include accounts arising from the sale of Operator's equipment, inventory or other goods, other than accounts arising from the sale of Operator's inventory in the ordinary course of Operator's business) (the "**Accounts Receivable**"), and all payments and income arising from the operation of the Healthcare Facility and/or the provision of services to residents thereof ("**Rents**"), lease and contract rights, and equipment leases relating to the use, operation, maintenance, repair and improvement of the Healthcare Facility. Generally, intangibles shall also include all cash and cash escrow funds, such as but not limited to any

reserve for replacement accounts, debt service reserve accounts, bank accounts, Residual Receipts accounts, and investments (the "**Personalty**");

(6) all current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights-of-way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses, and appurtenances related to or benefiting the Land or the Improvements, or both, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated;

(7) all insurance policies covering the Land, Improvements, Fixtures, Personalty and any other items described herein (such Land, Improvements, Fixtures, Personalty and any other items described herein are sometimes referred to as the "**Mortgaged Property**"), and all proceeds paid or to be paid by any insurer of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property, whether or not Debtor obtained such insurance policies pursuant to Secured Party's requirement;

(8) all awards, payments and other compensation made or to be made by any board, commission, department or body of any municipal, county, state, tribal or federal governmental unit, including any U.S. territorial government, and any public or quasi-public authority, or any subdivision of any of them, that has or acquires jurisdiction over the Mortgaged Property ("**Governmental Authority**"), with respect to the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property, including any awards or settlements resulting from condemnation proceedings or the total or partial taking of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof;

(9) all contracts, options and other agreements for the sale of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property entered into by Debtor now or in the future, including cash or securities deposited to secure performance by parties of their obligations;

(10) all proceeds (cash or non-cash), liquidated claims or other consideration from the conversion, voluntary or involuntary, of any of the Mortgaged Property and the right to collect such proceeds, liquidated claims or other consideration;

(11) all revenue generated by any portion of the Mortgaged Property and any and all leases between Debtor and Operator providing for the operation of the Healthcare Facility (the "**Operator Lease**") or any lease or other agreement between the Operator and a resident setting forth the terms of the resident's living arrangements and the provision of any related services (the "**Residential Agreements**"), and any other present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting the Project, or any portion of the Project, and all modifications, extensions or renewals (the "**Leases**");

(12) all earnings, royalties, instruments, accounts (including any deposit accounts), Accounts Receivable, supporting obligations, issues and profits from the Land, the Improvements, the Healthcare Facility, or any other part of the Mortgaged Property, and all undisbursed proceeds of the Loan (as hereinafter defined);

(13) all amounts held in escrow by Secured Party or other parties for payment of taxes, insurance premiums, ground rents, assessments and other matters (the "**Impositions**") in conjunction with the Loan;

(14) all refunds or rebates of Impositions by any Governmental Authority or insurance company (other than refunds applicable to periods before the real property tax year in which this document is filed or recorded);

(15) any security deposits under any Lease;

(16) all names under or by which any of the above Mortgaged Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Mortgaged Property;

(17) all deposits and/or escrows held by or on behalf of Secured Party under any separate agreement between Debtor and Secured Party for the purpose of establishing escrows or replacement reserves for the Mortgaged Property, establishing an account to assure the completion of repairs or improvements specified in that agreement, or any other agreement or agreements between Debtor and Secured Party which provide for the establishment of any other fund, reserve or account including but not limited to those reserves and escrows required by the U.S. Department of Housing and Urban Development ("HUD") in connection with construction activity, if any, and those reserves and escrows required by HUD in connection with the Project. Such agreements may include, but are not limited to, any sinking fund agreement, which provides for a depreciation reimbursement account to pay future principal payments under the Note, where Medicaid or third-party reimbursement is on a depreciation plus interest basis; any depreciation reserve fund agreement which provides for an escrow or trust account with an approved custodian or trustee established for replacing equipment and for funding of depreciation in accordance with a schedule approved by HUD (the "**Ancillary Agreements**");

(18) all awards, payments, settlements or other compensation resulting from litigation involving the Project; and

(19) any and all licenses, required to operate the Healthcare Facility and receive the benefits and reimbursements under a provider agreement with Medicaid, Medicare, any State or local programs, healthcare insurers or other assistance providers relied upon by HUD to insure the Security Instrument (as hereinafter defined), to the extent allowed by law, and regardless of whether such rights and contracts are held by Debtor or an operator;

(20) all receipts, revenues, income and other moneys received by or on behalf of the Healthcare Facility, including all Accounts Receivable, all contributions, donations, gifts, grants, bequests all revenues derived from the operation of the Healthcare Facility and all rights to receive the same, whether in the form of Accounts Receivable, contract rights, chattel paper, instruments or other rights whether now owned or held or later acquired by or in connection with the operation of the Healthcare Facility; and

(21) all additions, accessions and accretions to, replacements and substitutions for, products thereof and any and all cash and non-cash proceeds therefrom, which proceeds include but are not limited to (i) any and all types of collateral heretofore described and (ii)

any and all types of collateral in which a security interest may be perfected by filing in the Office of the Secretary of State of Utah.

For purposes hereof, the term "**Loan**" is defined as that certain mortgage loan from Secured Party to Debtor secured by that certain Healthcare Deed of Trust Assignment of Leases, Rents and Revenue and Security Agreement between Debtor and Secured Party, dated as of May 1, 2018 (the "**Security Instrument**").

For purposes hereof, the term "**Operator**" is defined as (i) any single asset entity acceptable to HUD that operates the Healthcare Facility, pursuant to a lease, management agreement, operating agreement, or similar contract with the Debtor, or (ii) the Debtor in those circumstance in which the Debtor is directly operating the Healthcare Facility

For purposes hereof, the term "**Project**" is defined as any and all assets of whatever nature or wherever situation related to the Loan, including without limitation, the Mortgaged Property, any Improvements, and any collateral owned by the Operator securing the Loan.

EXHIBIT A

LEGAL DESCRIPTION

The Land referred to herein below is situated in Salt Lake County, Utah;

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 13, DRAPER TOWNSITE SURVEY, AND RUNNING THENCE NORTH 20 RODS; THENCE EAST TO THE EAST JORDAN CANAL; THENCE IN A SOUTHERLY DIRECTION ALONG THE WEST SIDE OF SAID CANAL TO A POINT DUE EAST OF THE PLACE OF BEGINNING; THENCE WEST TO THE PLACE OF BEGINNING, INCLUDING ALL THAT PART OF BLOCK 13, SITUATED WEST OF THE EAST JORDAN CANAL AND SOUTH OF PROPERTY DEEDED TO DRAPER DAIRY, INC.

APN: 28-29-308-003-0000