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W3213501

E# 3213501 PG 1 OF 7
Leann H. Kilts, WEBER COUNTY RECORDER
26-Jan-22 1159 AM FEE \$40.00 DEP DAC
REC FOR: NORTHERN TITLE COMPANY
ELECTRONICALLY RECORDED

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

NTWE-1116431

A. NAME & PHONE OF CONTACT AT FILER (optional) (410) 528-5600
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGEMENT TO: (Name and Address) Thomas A. Hauser, Esquire Ballard Spahr LLP 300 East Lombard Street, 18th floor Baltimore, MD 21202-3268

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 SUNRIDGE ASSISTED LIVING OF ROY, LLC				
OR				
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS P.O. Box 3492	CITY Logan	STATE UT	POSTAL CODE 84323	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 FANNIE MAE				
OR				
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS c/o Berkeley Point Capital LLC, d/b/a Newmark Attention: Director Loan Servicing 8 Springhouse Innovation Park, Suite 200	CITY Lower Gwynedd	STATE PA	POSTAL CODE 19002	COUNTRY USA

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

All items of personal property and fixtures which are described on Schedule A hereto and which are located on, related to or used in connection with the real property described on Exhibit A hereto.

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 <u>only</u> if applicable and check <u>only</u> one box <input type="checkbox"/> Public Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Lessee/Lessor	
8. OPTIONAL FILER REFERENCE DATA File in Weber County, Utah	

International Association of Commercial Administrators (IACA)

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"/>				
OR	9a. ORGANIZATION'S NAME SUNRIDGE ASSISTED LIVING OF ROY, LLC			
	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 <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, do not omit, modify or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c				
OR	10a. ORGANIZATION'S NAME			
	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

11. <input type="checkbox"/> ADDITIONAL SECURED PARTY'S NAME or <input checked="" type="checkbox"/> ASSIGNOR SECURED PARTY'S NAME: Provide only <u>one</u> name (11a or 11b)				
OR	11a. ORGANIZATION'S NAME BERKELEY POINT CAPITAL LLC, d/b/a NEWMARK			
	11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
8 Springhouse Innovation Park, Suite 200	Lower Gwynedd	PA	19002	USA

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. The 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 RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest): Record Owner is: SR ROY HOLDINGS, LLC P.O. BOX 3492 LOGAN, UTAH 84323		16. Description of real estate: See Exhibit A attached hereto.		

17. MISCELLANEOUS

**SCHEDULE A
TO UCC FINANCING STATEMENT
(Property Operator)
(Seniors Housing)**

DEBTOR: SUNRIDGE ASSISTED LIVING OF ROY, LLC
P.O. BOX 3492
LOGAN, UTAH 84323

ASSIGNOR/SECURED PARTY: BERKELEY POINT CAPITAL LLC
D/B/A NEWMARK
ATTENTION: DIRECTOR LOAN SERVICING
8 SPRINGHOUSE INNOVATION PARK, SUITE
200 LOWER GWYNEDD, PENNSLVANIA 19002

ASSIGNEE/SECURED PARTY: FANNIE MAE
c/o BERKELEY POINT CAPITAL LLC
D/B/A NEWMARK
ATTENTION: DIRECTOR LOAN SERVICING
8 SPRINGHOUSE INNOVATION PARK, SUITE
200 LOWER GWYNEDD, PENNSLVANIA 19002

This financing statement covers the following types (or items) of property (the “Collateral Property”):

1. Goods.

All right, title, and interest of Debtor in all goods which are (a) located on, (b) used or intended to be used now or in the future in connection with the management or operation of, or (c) held or generated by Debtor specifically with respect to, the seniors housing facility known as **Sunridge Assisted Living of Roy** and located at **3673 West 5600 S, Roy, Utah 84067** (the “Property”), including inventory; furniture; furnishings; machinery, equipment, engines, boilers, incinerators, and 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, 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 disposers, 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; exercise equipment; supplies; tools; books and records (whether in written or electronic form); websites, URLs, blogs, and social network pages; computer equipment (hardware and software); all kitchen or restaurant supplies and facilities;

dining room supplies and facilities; medical supplies and facilities; leasehold improvements or related furniture and equipment; including all present and future parts, additions, accessories, replacements, attachments, accessions, replacement parts, and substitutions of the foregoing, and the proceeds thereof (cash and non-cash, including insurance proceeds); and any other equipment, supplies, or furniture owned by Debtor and leased to any third party service provider or any other operator or manager of the Property; and other tangible personal property which is used now or in the future in connection with the management or operation of the Property or is located on the Property (the “Goods”);

2. Personalty.

All Goods, accounts, choses of action, chattel paper, documents, general intangibles (including software), payment intangibles, instruments, investment property, letter of credit rights, supporting obligations, computer information, source codes, object codes, records and data, all telephone numbers or listings, claims (including claims for indemnity or breach of warranty), deposit accounts and other property or assets of any kind or nature related to Collateral Property now or in the future, and all other intangible property and rights relating to the management or operation of, or used in connection with, the Collateral Property, including all governmental permits relating to any activities on the Property (the “Personalty”);

3. Insurance Proceeds.

All insurance policies relating to the Collateral Property (and any unearned premiums) and all proceeds paid or to be paid by any insurer of the any part of the Collateral Property, whether or not Debtor obtained the insurance pursuant to Secured Party’s requirements;

4. Contracts.

All contracts, options and other agreements for the sale of Goods, Personalty or any part of the Collateral Property entered into by Debtor now or in the future, and any contract or other agreement for the provision of goods or services at or otherwise in connection with the operation, use or management of the Property, including cash or securities deposited to secure performance by parties of their obligations;

5. Rents.

All rents (whether from residential or non-residential space), revenues and other income of the Property, including subsidy payments received from any sources, including payments under any “Housing Assistance Payments Contract” or other rental subsidy agreement (if any), parking fees, laundry and vending machine income, furniture rental income, and fees and charges for food, health care and other services provided at the Collateral Property, whether now due, past due or to become due, any resident and tenant security deposits, entrance fees, application fees, processing fees, community fees, late fees, and any other amounts or fees paid by any resident or tenant upon execution of a Lease, together with and including all proceeds from any private insurance for residents to cover rental charges and charges for services at or in connection with the Property, the payments and the right to receive payments from residents or Medicaid programs or similar

federal, state or local programs, boards, bureaus or agencies, due for the rents or services of residents at the Property, all payments due or received from residents, second party charges added to base rental income, base or additional meal sales, commercial operations located on the Property or provided as a service to the residents of the Property, rental from guest suites, seasonal lease charges, furniture leases, and laundry services, and any and all other services provided to residents in connection with the Property, and any and all other personal property on the Property, excluding personal property owned by residents of the Property (other than Personalty owned by Debtor) (the “**Rents**”);

6. Leases.

All 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 Collateral Property, or any portion of the Collateral Property, and all modifications, extensions or renewals thereof, all residency, occupancy, admission and care agreements pertaining to residents of the Property and also specifically, that certain **Management Agreement** dated as of **October 10, 2017**, as amended, by and between **SR ROY HOLDINGS, LLC**, and Debtor (the “**Leases**”) and all Lease guaranties, letters of credit and any other supporting obligation for any of the Leases given in connection with any of the Leases;

7. Names.

All names under or by which any of the above Collateral Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Collateral Property but excluding any rights to the name “Sunridge Assisted Living of Roy” and associated trademark rights (collectively, the “**Brand Rights**”), provided that Secured Party shall have an irrevocable license, coupled with an interest and for which consideration has been paid and received, to use any signage or other materials bearing the Brand Rights that exist on any of the Collateral Property on the date Secured Party acquires any of the Collateral Property through a foreclosure event, in connection with operating any of the Collateral Property for a period not to exceed one hundred eighty (180) days after the date Secured Party acquires any of the Collateral Property through a foreclosure event;

8. Other Proceeds.

Any and all products, and all cash and non-cash proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds; and

9. Accounts.

All money, funds, investment property, accounts, general intangibles, deposit accounts, chattel paper, documents, instruments, judgments, claims, settlements of claims, causes of action, refunds, rebates, reimbursements, reserves, deposits, subsidies, proceeds, products, Rents and profits, now or hereafter arising, received or receivable, from or on account of the Debtor’s management and operation of the Property as a seniors housing facility.

All terms used and not specifically defined herein, but which are otherwise defined by the Uniform Commercial Code in force in the Debtor's state of organization, formation or incorporation (the "UCC"), shall have the meanings assigned to them by the UCC.

[Remainder of Page Intentionally Blank]

EXHIBIT A
TO
UCC FINANCING STATEMENT
(Property Operator)
(Seniors Housing)

DESCRIPTION OF THE PROPERTY

PART OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN U S SURVEY IN ROY CITY, WEBER COUNTY, UTAH: BEGINNING AT A POINT 1309.95 FEET NORTH 89°45'19" WEST ALONG THE SECTION LINE TO THE EAST BOUNDARY OF WOODMERE ESTATE NO. 1, A SUBDIVISION IN ROY CITY, WEBER COUNTY, UTAH, AND 439.30 FEET NORTH 00°14'30" EAST ALONG THE EAST BOUNDARY OF WOODMERE ESTATES NO. 1 AND NO. 2 AND SAID EAST BOUNDARY PROJECTED NORTHERLY FROM THE SOUTHEAST CORNER OF SAID SECTION 16; AND RUNNING THENCE SOUTH 50°08'52" EAST 275.63 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A 1444.72 FOOT RADIUS CURVE TO THE LEFT 553.42 FEET (LONG CHORD BEARS SOUTH 61°07'18" EAST 550.04 FEET) TO THE SOUTH LINE OF SAID SECTION; THENCE NORTH 89°45'19" WEST ALONG THE SECTION LINE 695.10 FEET TO A POINT ON THE EAST BOUNDARY OF WOODMERE ESTATE NO. 1, A SUBDIVISION IN ROY CITY, WEBER COUNTY, UTAH; THENCE NORTH 0°14'30" EAST ALONG THE EAST BOUNDARY OF WOODMERE ESTATES NO. 1 AND NO. 2, 439.30 FEET TO THE POINT OF BEGINNING.

(09-073-0079)