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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
03/01/2024 11:25:15 AM
FEE: \$40.00 Pgs: 6
DEP eCASH REC'D FOR: FIRST AMERICAN TITLE
INSURANCE COMPANY - NCS CHICAGO

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

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

B. E-MAIL CONTACT AT SUBMITTER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Robin Freeman
c/o Seyfarth Shaw LLP
560 Mission Street, 31st Floor
San Francisco, CA 94105

SEE BELOW FOR SECURED PARTY CONTACT INFORMATION

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

Milford Area Health Care Service District #3

OR

1b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

1c. MAILING ADDRESS

850 North Main, P.O. Box 640

CITY

Milford

STATE

UT

POSTAL CODE

84751

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

Capital Funding, LLC, its successors and assigns, as Agent on behalf of Lenders

OR

3b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

3c. MAILING ADDRESS

1422 Clarkview Road

CITY

Baltimore

STATE

MD

POSTAL CODE

21209

COUNTRY

USA

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

See Exhibit A attached hereto and made a part hereof.

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:

To be filed with the Davis County, Utah Recorder

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

Milford Area Health Care Service District #3

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

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

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

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

Monument Real Estate Bountiful, LLC
31752 S Coast Hwy, STE 300
Laguna Beach, CA 92651

16. Description of real estate:

See Exhibit B attached hereto and made a part hereof.

17. MISCELLANEOUS:

To be filed with the Davis County, Utah Recorder

**UCC FINANCING STATEMENT
EXHIBIT A**

DEBTOR:

SECURED PARTY:

Milford Area Health Care Service District #3
850 North Main, P.O. Box 640
Milford, Utah 84751

Capital Funding, LLC
1422 Clarkview Road
Baltimore, MD 21209

COLLATERAL

The "Collateral" means and includes:

(a) All of Operator's right, title and interest in and to 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 Real Property, 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 Real Property 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 Real Property in any manner;

(b) All of Operator's right, title and interest in and to 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 Real Property 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 Real Property 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 Real Property (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 Real Property;

(e) All certificates and agreements for the provision of property or services to or in connection with, or otherwise benefiting, the Real Property and/or the improvements located on the Real Property (the "**Improvements**");

(f) To the extent permitted by applicable law, all licenses (excluding Operator's license to operate the Facility issued by the Utah Department of Health), permits, and/or approvals issued by any governmental authority with respect to the use or operation of the Real Property for the Permitted Use as set forth in Section 5.1 of the Lease, 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 (the "**Provider Agreements**"). Provided that this collateral description shall be construed as evidencing the grant of a security interest, the assignment of receivables, the giving dominion and control, or designation of an attorney-in-fact, with respect to the Government Receivables Accounts (defined below), Government Payments (defined below), and other 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 related to or derived from the Improvements are deposited, and "**Government Payments**" shall mean a payment from a governmental entity related to or derived from the Improvements 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) To the extent related to the Real Property, 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) To the extent related to the Real Property, 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 related to or derived from the Real Property, 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, and private patient receivables related to or derived from the Improvements; (ii) any payments due or to be made to

Operator relating to the Real Property or (iii) all other rights of Operator to receive payment of any kind with respect to the Real Property. As used herein, the term "accounts receivable" shall not mean and shall not include any right, title or interest of Operator in any expected upper payment limit payments that are paid or payable to Operator under Medicaid and under which Operator is entitled to retain under any leases in connection with services provided at the Facility as a result of the Facility being operated as a non-state governmental operated nursing facility.

(i) To the extent related to the Real Property, 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) To the extent related to the Real Property, 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.

Notwithstanding anything herein to the contrary, the Operator Collateral expressly excludes all Other Revenue (as that term are defined in the Loan Agreement) to which Operator is entitled under the Management Agreement and all Other Revenue Reserve Deposits (as defined in the Loan Agreement)

All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in that certain Subordination, Attornment and Security Agreement (the "Agreement"), made as of February 1, 2024 by and among Monument Real Estate Bountiful, LLC, a Utah limited liability company, as Landlord under the Lease, Monument Health Bountiful, LLC, a Utah limited liability company, and the Debtor, in favor of Secured Party, its successors and assigns, as such Agreement may be modified or amended from time to time, covering certain improved real property located in the County of Davis, State of Utah (with a legal description as set forth in Exhibit B attached hereto) (the "Real Property").

**UCC FINANCING STATEMENT
EXHIBIT B**

DEBTOR:

Milford Area Health Care Service District #3
850 North Main, P.O. Box 640
Milford, Utah 84751

SECURED PARTY:

Capital Funding, LLC
1422 Clarkview Road
Baltimore, MD 21209

LEGAL DESCRIPTION

BEGINNING AT A POINT ON THE EAST LINE OF 500 WEST STREET AND THE NORTH LINE OF 2600 SOUTH STREET WHICH POINT IS NORTH 0°05' WEST 33.00 FEET ALONG THE CENTER LINE OF 500 WEST STREET AND SOUTH 89°55'10" EAST 33.0 FEET FROM THE DAVIS COUNTY MONUMENT MARKING THE CENTERLINE INTERSECTION OF 500 WEST STREET AND 2600 SOUTH STREET, WHICH POINT IS ALSO DESCRIBED AS SOUTH 63°57'30" WEST 239.87 FEET AND NORTH 0°05'30" WEST 1989.40 FEET AND NORTH 0°05" WEST 33.0 FEET AND SOUTH 89°55'10" EAST 33.0 FEET FROM THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, IN THE CITY OF BOUNTIFUL AND RUNNING THENCE SOUTH 89°55'10" EAST 434.76 FEET ALONG THE NORTH LINE OF 2600 SOUTH STREET; THENCE NORTH 0°43'10" WEST 512.10 FEET TO THE SOUTH LINE OF VALERIE SUBDIVISION AT A POINT 272.80 FEET EAST OF THE SECTION LINE; THENCE SOUTH 89°34'51" WEST 429.08 FEET ALONG THE SOUTH LINE OF THE SUBDIVISION AND THE SOUTH LINE EXTENDED TO THE EAST LINE OF 500 WEST STREET; THENCE SOUTH 0°05' EAST 508.31 FEET TO THE POINT OF BEGINNING.