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Gary W. Ott
Recorder, Salt Lake County, UT
FOUNDERS TITLE
BY: eCASH, DEPUTY - EF 5 P.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

16-D10400

A. NAME & PHONE OF CONTACT AT FILER (optional) Blair Schiff, Esq.
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Pepper Hamilton LLP 600 14 th Street, NW Washington, DC 20005

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)

OR	1a. ORGANIZATION'S NAME Murray SNFH RP Sub, LLC			
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
140 North Union Avenue, Suite 230	Farmington	UT	84205	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)

OR	2a. ORGANIZATION'S NAME			
	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)

OR	3a. ORGANIZATION'S NAME Berkadia Commercial Mortgage LLC			
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
323 Norristown Road, Suite 300	Ambler	PA	19002	USA

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

Aspen Ridge Transitional Rehab, FHA Project No. 105-22067
See Exhibits A and B attached hereto and made a part hereof.

5. Check only if applicable and check only one box: Collateral 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:
File in the Official Records of Salt Lake County, Utah

International Association of Commercial Administrators (IACA)

FILING OFFICE COPY — UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/20/11)

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"/>	
	9a. ORGANIZATION'S NAME	Murray SNFH RP Sub, LLC
OR	9b. INDIVIDUAL'S SURNAME	
	INDIVIDUAL'S FIRST PERSON NAME	
	INDIVIDUAL'S 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);	
	10a. ORGANIZATION'S NAME	
OR	10b. INDIVIDUAL'S SURNAME	
	INDIVIDUAL'S FIRST PERSON NAME	
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)	

10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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11.	<input checked="" type="checkbox"/> ADDITIONAL SECURED PARTY'S NAME or <input type="checkbox"/> ASSIGNOR SECURED PARTY'S NAME: Provide only <u>one</u> name (11a or 11b)			
	11a. ORGANIZATION'S NAME	SECRETARY OF HOUSING AND URBAN DEVELOPMENT- Office of Residential Care Facilities		
OR	11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
451 Seventh Street, SW	Washington	DC	20410	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. This 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 a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):	16. Description of real estate Aspen Ridge Transitional Rehab FHA Project No. 105-22067 See Exhibits A and B attached hereto and made a part hereof.

17. MISCELLANEOUS

EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1:

Commencing at a point located South 1941.65 feet and West 377.29 feet and South 100.00 feet from the North Quarter Corner of Section 20, Township 2 South, Range 1 East, Salt Lake Base and Meridian, thence South 89°43'27" East along an existing fence line 464.26 feet; thence South 43°31'41" East 70.18 feet; thence along the arc of a 74.00 foot radius curve to the right 53.75 feet, chord bears South 20°38'00" East; thence South 00°03'41" East 93.25 feet; thence South 89°56'19" West 531.00 feet; thence North 00°03'41" West 196.14 feet to the point of beginning.

PARCEL 1A:

TOGETHER WITH Those Rights Appurtenant to Parcel 1, set forth and created by that certain Agreement for Easement and Right of Way recorded December 19, 2003 as Entry No. 8928709 in Book 8925 at Pages 4603-4609 of Official Salt Lake County, Utah Records. Being more particularly described as follows:

Beginning at a point which is 117.80 rods (1943.70 feet) South and North 89°30'00" West 23 rods (379.50 feet) and South 100 feet across a certain 100 foot wide parcel of land conveyed to the Utah Department of Transportation as recorded in Book 5572, at Page 444, and South 197.00 feet and East 80 feet from the Northeast corner of the Northwest quarter of Section 20, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence West 20 feet; thence South 330 feet, more or less, to the center line of 6600 South Street; thence East along said center line 20 feet; thence North 330 feet, more or less, to the point of beginning.

PARCEL 1B:

TOGETHER WITH a right of way over the following described tract as conveyed by that certain Quit Claim Deed dated December 19, 2003 and recorded December 19, 2003 as Entry No. 8928706 in Book 8925 at Page 4597 of official records.

Beginning at a point which is 117.80 rods (1943.70 feet) South and North 89°30'00" West 23 rods (379.50 feet) and South 100 feet across a certain 100 foot wide parcel of land conveyed to the Utah Department of Transportation as recorded in Book 5572, at Page 444, and South 197.00 feet and East 80 feet from the Northeast corner of the Northwest quarter of Section 20, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence East 20 feet; thence South 330 feet, more or less, to the center line of 6600 South Street; thence West along said center line 20 feet; thence North 330 feet, more or less, to the point of beginning.

The following is shown for informational purposes only: Tax ID No. 22-20-178-007

EXHIBIT B
DESCRIPTION OF COLLATERAL

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 acquisition or refinancing, repair, ownership, management and operation of a certain adult care home known as Aspen Ridge Transitional Rehab, FHA Project No. 105-22067 (the "Project"), located on certain real estate in Salt Lake County, Utah more particularly described in Exhibit "A" (the "Property") and owned by the Debtor:

- (1) the Land;
- (2) the Healthcare Facility;
- (3) the Improvements;
- (4) the Fixtures;
- (5) 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 any of 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 Borrower obtained the insurance pursuant to Lender's requirement;
- (8) all awards, payments and other compensation made or to be made by any 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 Borrower 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 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;

- (13) all Imposition Deposits;
- (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 Security Instrument is dated);
- (15) all forfeited 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 Lender under Ancillary Agreements;
- (18) all awards, payments, settlements or other compensation resulting from litigation involving the Project;
- (19) any and all licenses, bed authority, and/or certificates of need 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 this Security Instrument, to the extent allowed by law, and regardless of whether such rights and contracts are held by Borrower or an operator; and
- (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.