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RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
US TITLE  
BY: eCASH, DEPUTY - EF 6 P.



**UCC FINANCING STATEMENT**  
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)  
**Loan Administration (347) 846-0684**

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGEMENT TO: (Name and Address)  
**Loan Administration  
Dwight Capital LLC  
9400 4<sup>th</sup> Street North, Suite 103  
Saint Petersburg, Florida 33702**

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  
**ALL SEASONS HEALTH SERVICES COMPANY**

OR

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

1c MAILING ADDRESS

<b>1011 SOUTH 1200 EAST</b>	CITY <b>SALT LAKE CITY</b>	STATE <b>UT</b>	POSTAL CODE <b>84105</b>	COUNTRY <b>US</b>
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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

<b>787 ELEVENTH AVENUE, 10TH FLOOR</b>	CITY <b>NEW YORK</b>	STATE <b>NY</b>	POSTAL CODE <b>10019</b>	COUNTRY <b>US</b>
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4. COLLATERAL: This financing statement covers the following collateral:  
**SEE ADDENDUM, EXTENSION SHEET AND EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE INCORPORATED HEREIN.**

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 Transmitting Utility  Agricultural Lien  Non-UCC Filing

6b. Check only if applicable and check only one box:

7. ALTERNATIVE DESIGNATION (if applicable):  Lessee/Lessor  Consignee/Consignor  Seller/Buyer  Bailee/Bailor  Licensee/Licenseor

8. OPTIONAL FILER REFERENCE DATA  
**RECORDER OF SALT LAKE COUNTY, UTAH, HUD PROJECT NO. 105-22075 - Operator**

# 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  
**ALL SEASONS HEALTH SERVICES COMPANY**

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  
**SECRETARY OF HOUSING AND URBAN DEVELOPMENT OF WASHINGTON, D.C., THEIR SUCCESSORS AND ASSIGNS AS THEIR INTERESTS MAY APPEAR**

OR

11b. INDIVIDUAL'S SURNAME      FIRST PERSONAL NAME      ADDITIONAL NAME(S)/INITIAL(S)      SUFFIX

11c. MAILING ADDRESS      CITY      STATE      POSTAL CODE      COUNTRY

**C/O OFFICE OF RESIDENTIAL CARE FACILITIES, 451 7TH STREET S.W.      WASHINGTON      DC      20410      US**

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 time 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):

16. Description of real estate:  
**See Extension Sheet and Exhibit "A" attached hereto and by reference incorporated herein.**

17. MISCELLANEOUS:

## UCC FINANCING STATEMENT EXTENSION SHEET

This Financing Statement covers all of the following described property and interests in property, whether now in existence or hereafter arising, and relating to, situated or located on or used or usable in connection with the maintenance and/or operation of the property described in Exhibit A (hereafter referred to as the "**Land**"):

- (a) 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 Land, 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 Land 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 Land in any manner;
- (b) 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 Land 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 Land 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 Land (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 Land;
- (e) All certificates and agreements for the provision of property or services to or in connection with, or otherwise benefiting, the Land and/or the Healthcare Facility;

- (f) All licenses, permits, and/or approvals issued by any governmental authority with respect to the use or operation of the Healthcare Facility for the Approved Use as that term is defined in the Operator's Regulatory Agreement, 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. Provided that this Agreement shall be construed as granting to Lender a security interest, assigning receivables, giving dominion and control or designating an attorney-in-fact with respect to the Government Receivables Accounts, Government Payments and other Healthcare 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 are deposited, and "**Government Payments**" shall mean a payment from a governmental entity 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) 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) 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, 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, private patient receivables, and HMO 10 receivables; (ii) any payments due or to be made to Operator relating to the Land or (iii) all other rights of Operator to receive payment of any kind with respect to the Land;
- (i) 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) 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.

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

Lot 305, JORDAN VIEW ESTATES NO. 3, according to the official plat thereof on file and of record in the SALT LAKE County Recorder's Office,

Less and excepting the following: Beginning at the Southeast corner of Lot 305, Jordan View Estates No. 3 Subdivision as recorded in the Salt Lake County Recorders Office; and running thence South 89°55'24" West 7.00 feet along the South line of said Lot 305; thence North 00°00'54" East 145.00 feet to the North line of said Lot 305; thence North 89°54'24" East 7.00 feet along the North line to the Northeast corner of said Lot 305; thence South 0°00'54" West 145.00 feet along the East line of said Lot 305 to the point of beginning.

Lot 306, JORDAN VIEW ESTATES NO. 3, according to the official plat thereof on file and of record in the SALT LAKE County Recorder's Office.

Less and excepting the following: Beginning at the Southeast corner of Lot 306, Jordan View Estates No. 3 Subdivision, according to the official plat thereof recorded in the Salt Lake County Recorders Office; and running thence South 89°55'14" West 7.00 feet along the South line of said Lot 306; thence North 0°00'54" East 145.49 feet to the North line of said Lot 306; thence North 89°54'24" East 7.00 feet along the North line to the Northeast corner of said Lot 306; thence South 0°00'54" West 145.49 feet along the East line of said Lot 306 to the point of beginning.

Situated in Salt Lake County, State of Utah

APN: 27-04-177-036-0000