

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Harrison C. Smith, (202) 293-8200	
B. E-MAIL CONTACT AT FILER (optional) hsmith@krooth.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) CORPORATION SERVICE COMPANY 801 ADLAI STEVENSON DRIVE SPRINGFIELD, ILLINOIS 62703 190890 005	

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 HEATHERWOOD LANDLORD LLC			
OR			
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 135 South Road		CITY Farmington	STATE CT
		POSTAL CODE 06032	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 WELLS FARGO BANK, NATIONAL ASSOCIATION			
OR			
3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 2010 Corporate Ridge, Suite 1000		CITY McLean	STATE VA
		POSTAL CODE 22102	COUNTRY USA

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

See Exhibit "B" attached hereto and made a part hereof for a description of collateral.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is held in a Trust (see UCC1Ad, item 7 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"/> Licensee/Licensor		
8. OPTIONAL FILER REFERENCE DATA: To be filed with the Rhode Island Secretary of State		

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

HEATHERWOOD LANDLORD 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

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 U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

451 Seventh Street, SW

CITY

Washington

STATE

DC

POSTAL CODE

20410

COUNTRY

USA

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):

16. Description of real estate:

See Exhibit "A" attached hereto and made a part hereof for a description of real property.

"Heatherwood Rehabilitation and Health Care Center"
FHA Project No.:016-22026

17. MISCELLANEOUS:

EXHIBIT A
TO
FINANCING STATEMENT

LEGAL DESCRIPTION

That certain tract or parcel of land situated easterly of Bellevue Avenue and southerly of Parker Avenue in the City of Newport, Newport County, State of Rhode Island and Providence Plantations being delineated on that plan entitled "ALTA / ACSM Land Title Survey Plan A.P. 34, Lot 38 Bellevue Avenue & Parker Avenue Newport, Rhode Island Heatherwood Landlord LLC 398 Bellevue Avenue Newport, Rhode Island 02840 Project No. 14-046 Scale: 1" = 20' Date: 04/02/14 by Waterman Engineering Company Richard S. Lipsitz, P.L.S. # 1837," said parcel being more particularly bounded and described as follows;

Beginning at the intersection between the easterly street line of Bellevue Avenue and the southerly street line of Parker Avenue, said intersection being the northwesterly corner of the parcel herein-described;

thence proceeding N 71°14'01" E, by and with the southerly street line of said Parker Avenue, a distance of two hundred thirty three and 16/100 (233.16') feet to a granite bound found at land now or formerly the Parker House Condominium and being the northeasterly corner of the parcel herein-described;

thence proceeding S 13°50'29" E, bounded easterly in part by the said Parker House Condominium and in part by land now or formerly of Richard N. & Claudia N. Rosen, a distance of one hundred eighty eight and 99/100 (188.99') feet to a granite bound found at land now or formerly of Paula A. Rogers and land now or formerly of The Post Realty Trust and being the southeasterly corner of the parcel herein-described;

thence proceeding S 76°41'17" W, bounded southerly by the said Post Realty Trust land, a distance of two hundred sixty and 90/100 (260.90') feet to a granite bound found in the easterly street line of Bellevue Avenue and being the southwesterly corner of the parcel herein-described;

thence proceeding N 04°06'07" W, by and with the easterly street line of said Bellevue Avenue, a distance of one hundred sixty nine and 00/100 (169.00') feet to the point and place of beginning.

The above-described parcel contains 43,712 square feet (1.003 acres) of land.

EXHIBIT B TO FINANCING STATEMENT

DESCRIPTION OF BORROWER COLLATERAL

Heatherwood Rehabilitation and Health Care Center
FHA Project No.:016-22026

This Exhibit B is attached to, incorporated by reference in, and forms a part of those certain Financing Statements (collectively, the "Security Documents"), delivered by **HEATHERWOOD LANDLORD LLC**, a Rhode Island limited liability company (for the purposes of this Exhibit, the "Debtor") in connection with the financing of the Project (as hereinafter defined) in favor of **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association (the "Secured Party").

This Exhibit B refers to the following collateral, which may now or hereafter be located on the premises of, relate to, or be used in connection with, the financing, repair, ownership, management, and operation of a certain long term care facility known or to be known as "**Heatherwood Rehabilitation and Health Care Center**", FHA Project No.: **016-22026** (the "Project"), located in Newport, Newport County, Rhode Island and owned by the Debtor:

All rights, title and interest of the Debtor in and to the minerals, soil, flowers, shrubs, crops, trees, timbers and other emblements now or hereafter on or part of the real property described in Exhibit A (said real property described in Exhibit A is hereinafter referred to as the "Property"), or under or above or about the same or any part or parcel thereof;

All machinery, apparatus, equipment, fittings, fixtures, whether actually or constructively attached to the Property and including all trade, domestic and ornamental fixtures and articles of personal property of every kind and nature whatsoever now or hereafter acquired by the Debtor, including, but without limiting the generality of the foregoing, all heating, air conditioning, freezing, lighting, laundry, incinerating and power equipment engines; pipes; pumps; tanks; motors; conduits; computers; telephones; switchboards; plumbing; lifting; cleaning; fire prevention; fire extinguishing, refrigerating, ventilating and communication apparatus; boilers, ranges, furnaces, oil burners or units thereof; appliances, air-cooling and air conditioning apparatus; vacuum cleaning systems; elevators, escalators, shades; awnings, screens, storm doors and windows; stoves, wall beds, beds, refrigerators; attached cabinets, partitions, ducts and compressors; rugs and carpets; draperies, furniture and furnishings; together with all building materials and equipment now or hereafter delivered to the Property and intended to be -installed therein, including but not limited to lumber, plaster, cement, shingles, roofing, plumbing, fixtures, pipe, lath, wallboard, cabinets, nails, sinks, toilets, furnaces, heaters, brick, tile, water heaters, screens, window frames, glass, doors, flooring, paint, lighting fixtures and unattached refrigerating, cooking, heating and ventilating appliances and equipment; together with all additions and accessions thereto and replacements thereof;

All other tangible personal property of any kind or nature now or hereafter owned or acquired by the Debtor or now or hereafter located or installed at or in any other improvements on the Property, or elsewhere at or about the Property, together with any betterments to the Property or anything attached to or used in connection with any the Property or which may now or hereafter at any time be placed in or added thereto, together with any and all replacements or substitutions thereof;

All of the water, sanitary and storm sewer systems now or hereafter owned by the Debtor which are now or hereafter located by, over, and upon the Property or any part and parcel thereof, and which water system includes all water mains, services laterals, hydrants, valves and appurtenances, and which sewer system includes all sanitary sewer lines, including mains, laterals, manholes and appurtenances;

All paving for streets, roads, walkways or entrance ways now or hereafter owned by the Debtor which are now or hereafter located on the Property or any part or parcel thereof;

All of the Debtor's interest as lessor in and to all leases or rental arrangements of the Property, or any part thereof, heretofore made and entered into, and to all leases or rental arrangements hereafter made and entered into by the Debtor during the life of the security agreements or any extension or renewal thereof, together with any and all guarantees of such leases or rental agreements and including all present and future security deposits and advanced rentals;

Any and all awards, payments or settlements, including all interest thereon, and the right to receive the same, as a result of (a) any condemnation proceedings or the total or partial taking of the Property or the Collateral or any part thereof under the power of eminent domain or under any conveyance in lieu thereof, (b) the alteration of the grade of any street, or (c) any other injury to, taking of, or decrease in the value of the Property described in Exhibit A or any Collateral described in this Exhibit;

All of the right, title and interest of the Debtor in and to all unearned premiums accrued, accruing or to accrue under any and all insurance policies now or hereafter provided pursuant to the terms of security agreements, and all insurance proceeds or other proceeds or sums payable for the loss of or damage to (a) the Property described in Exhibit A, or other Collateral described herein, (b) rents, revenues, income, profits or proceeds from leases, franchises, concessions or licenses of or on any part of the Collateral;

All contracts and contract rights of the Debtor, including but not limited to all rights and/or benefits arising from contracts entered into in connection with development, construction upon, operation or sale of part or all of the Collateral including contract or sales deposits;

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 Property or any improvements thereon, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated;

All of the Debtor's rights to any fictitious or other names or trade names or copyrights used in conjunction with the Property or any Collateral or any other real or personal property of the Debtor;

All refunds, rebates, reimbursements, reserves, deferred payments, deposits, cost savings, governmental subsidy payments, benefits or other incentives (such as those available under any government sponsored, designated or recognized economic zone, enterprise zone, empire zone or empowerment zone or any like designation or program available for the Property now or in the future, including the availability of tax-exempt bond financing, additional accelerated depreciation expensing, environmental cleanup cost deductions, and/or capital gain roll-over), governmentally-registered or authorized tax credits or other credits (including, without limitation, emissions reduction tax credits, energy savings tax credits, empowerment zone employment tax credits, low-income housing tax credits, new market tax credits, welfare-to-work tax credits, and/or work opportunity tax credits), and all other credits, benefits, waivers and payments, whether in cash or in kind, due from or payable by (i) any federal, state, municipal or other governmental or quasi-governmental agency, authority or district, (ii) any insurance or utility company, or (iii) any other party or person, relating to any or all of the Property now or in the future, or arising out of the satisfaction of any conditions imposed upon or the obtaining of any approvals for the development or rehabilitation of the Property;

All refunds, rebates, reimbursements, credits and/or payments of any kind due from or payable by any governmental or other agency for any taxes, special taxes, assessments, or similar governmental or quasi-governmental charges or levies imposed upon the Debtor with respect to the Property or upon any or all of the Property or arising out of the satisfaction of any conditions imposed upon or the obtaining of any approvals for the development or rehabilitation of the Property;

All undisbursed proceeds of any loan made to the Debtor by the Secured Party whether or not related to the Property and/or the Collateral;

All present and future rents, issues, profits, income, revenue, royalties, options, benefits, supporting obligations, accounts receivable, and other receivables of the Debtor or subject to the control of the Debtor (including, without limitation, all healthcare insurance receivables and/or entitlements, particularly any claim, right, lien, title, benefits or other interest of the Debtor with respect to any health insurance, co-insurance, Medicaid reimbursement, Medicare reimbursement, or other income, revenue, payments or reimbursement, if any, owing, payable to, chargeable by, or received by, the Debtor or any lessee, operator or other party controlled by, or affiliated with, the Debtor, or otherwise attributable or generated by or from the Property and/or the Collateral), all accounts of the Debtor, accounts subject to the control of the Debtor and/or any other accounts that are in any way related to the Collateral or the Property described in Exhibit A attached hereto and each and every part and parcel thereof (including, without limitation, any and all security accounts, negotiable and nonnegotiable certificates of deposit

and/or any investments of any kind, all letters of credit and/or all deposit accounts, but excepting resident security deposits or other resident accounts), all general intangibles, payment intangibles, chattel paper, documents, instruments, inventory, goods, equipment and all books and records relating to the foregoing and also all present and future right, title and interest of the Debtor under any by virtue of each and every franchise, license, permit, lease or any other similar document or contractual right written or verbal covering any part or parcel of the Property or the Collateral whether now or hereafter made and any and all amendments to or modifications, extensions or renewals thereof and all proceeds thereof, it being the intention of the parties hereto that: (a) the security interest of the Secured Party shall attach to the Collateral (i) as soon as the Debtor obtains any interest in any property or collateral; (ii) before the property or collateral is installed or affixed to any other collateral; and (b) the security interest held by the Secured Party shall cover cash and non-cash proceeds of the Collateral;

All operating licenses, provider agreements, bed authority and/or certificate(s) of need issued to the Debtor or otherwise required to operate the Property as a hospital or health care facility and receive any benefits and/or reimbursements under any provider agreement with Medicaid, Medicare, or any State or local programs, health care insurers or other assistance providers, to the fullest extent allowed by law; provided, however, that with respect to any such operating license, the Debtor and the Secured Party acknowledge that any right of the Secured Party to repossess the Property and/or the Collateral does not necessarily transfer or confer any authority upon the Secured Party to operate a hospital or health care facility;

All proceeds from the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, and the right to collect such proceeds;

The Debtor acknowledges and agrees that, in applying the law of any jurisdiction that at any time enacts all or substantially all of the uniform provisions of Revised Article 9 of the Uniform Commercial Code (1999 Official Text, as amended), the above collateral description covers all assets of Debtor;

The real property described in Exhibit A is subject to a certain (1) Healthcare Mortgage, Assignment of Rents, Fixture Filing and Security Agreement (Rhode Island) dated as of **June 1, 2016**, given by the Debtor to the Secured Party and recorded in the land records of **Newport, Newport County, Rhode Island** (the "Mortgage"). The Mortgage secures a certain Healthcare Facility Note dated as of **June 1, 2016**, for the original principal amount of **Five Million Two Hundred Eighty Three Thousand Two Hundred and No/100ths Dollars (\$5,283,200.00)** given by the Debtor to the Secured Party (the "Note"). The maturity date of the Note and the Mortgage is **July 1, 2051**. In the event of default under the terms of the Note and/or the Mortgage pursuant to which the Secured Party or any subsequent holder thereof declares the whole of the indebtedness secured thereby to be due and payable, at its option, the Secured Party or any subsequent holder may declare the whole of the indebtedness and all other sums secured hereby to be due and payable.

Except for the accounts, deposits, receivables, contracts, cash and non-cash proceeds and/or other intangibles described above, or goods of a type normally used in more than one

location, the street address of the Property and/or Collateral is **398 Bellevue Avenue, Newport, Rhode Island, 02840.**

The term "Collateral" as used above specifically includes, to the fullest extent allowed by law, all of the Debtor's right, title and/or interest in, to and under the following documents, contracts effects, rights and/or intangibles respecting the hospital or health care facility operated at the Property described in Exhibit A herein: (1) the operating license or operating certificate, and (2) each and every provider agreement or other agreement with Medicaid, Medicare or any State or local program, health care insurer, health care plan, managed care organization (MCO), health maintenance organization (HMO), preferred provider organization (PPO), independent practice association (IPA) or any like provider or any other agreement with any other entity engaged in the delivery or payment of health care services; provided, however, the Secured Party acknowledges that its right(s) to repossess the Collateral as set forth in this paragraph does not necessarily transfer or confer any right or authority to operate a hospital or health care facility.

Notwithstanding any other provision contained herein, the Collateral shall include, without limitation, all receipts, revenues, income, profits, proceeds, accounts receivable and unrestricted cash and investments derived from properties owned or leased by the Debtor, excepting permanently restricted net assets (i.e. donor restricted endowment funds) as defined in the Debtor's annual audit.