

2018-011921

Klamath County, Oregon



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Fee: \$132.00

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UCC FINANCING STATEMENT
 FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER [optional] VALARIE DUFFIELD (513) 723-4000	
B. E-MAIL CONTACT AT FILER (optional)	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) MS. VALARIE DUFFIELD VORYS, SATER, SEYMOUR AND PEASE LLP 301 EAST FOURTH STREET SUITE 3500, GREAT AMERICAN TOWER CINCINNATI, OH 45202	

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 KLAMATH FALLS SNF, LLC			
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 3435 OCEAN PARK BOULEVARD, SUITE 202		CITY SANTA MONICA	STATE CA	POSTAL CODE 90405
				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)

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 LANCASTER POLLARD MORTGAGE COMPANY, LLC			
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 65 E. STATE STREET, 16TH FLOOR		CITY COLUMBUS	STATE OH	POSTAL CODE 43215
				COUNTRY USA

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

SEE EXHIBIT A ATTACHED HERETO FOR A DESCRIPTION OF THE REAL ESTATE TO WHICH CERTAIN OF THE COLLATERAL RELATES. SEE EXHIBIT B ATTACHED HERETO FOR A DESCRIPTION OF THE COLLATERAL.

EITHER SECURED PARTY, ACTING ALONE, IS AUTHORIZED TO FILE CONTINUATION STATEMENTS WITH RESPECT TO THIS FINANCING STATEMENT.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and instructions) <input type="checkbox"/> 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: CALIFORNIA SECRETARY OF STATE	

PLUM RIDGE; FHA PROJECT NO. 126-22150

International Association of Commercial Administrators (IACA)

FILING OFFICE COPY

UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/20/11)

132444

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 ☐

OR	9a. ORGANIZATION'S NAME KLAMATH FALLS SNF, 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 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

OR	10a. ORGANIZATION'S NAME			
	10b. INDIVIDUAL'S SURNAME			
	INDIVIDUAL'S FIRST PERSONAL NAME			
	INDIVIDUAL ADDITIONAL NAME(S)/INITIAL(S)			SUFFIX

10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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11. ☒ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b).

OR	11a. ORGANIZATION'S NAME SECRETARY OF HOUSING AND URBAN DEVELOPMENT, OFFICE OF RESIDENTIAL CARE FACILITIES			
	11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

11c. MAILING ADDRESS 451 SEVENTH ST., S.W.	CITY WASHINGTON	STATE D.C.	POSTAL CODE 20410	COUNTRY USA
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12. ADDITIONAL SPACE FOR ITEM 4 (Collateral)

13. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESATE RECORDS (if applicable)

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

14. This FINANCING STATEMENT

☐ covers timber to be cut ☐ covers as-extracted collateral ☐ is filed as a fixture filing

16. Description of real estate

SEE EXHIBIT A ATTACHED HERETO.

17. MISCELLANEOUS:

International Association of Commercial Administrators (IACA)

NAME OF FIRST DEBTOR (1A OR 1B) ON RELATED FINANCING STATEMENT

ORGANIZATION'S NAME KLAMATH FALLS SNF, LLC			
INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

NAME OF FIRST SECURED PARTY (3A OR 3B) ON RELATED FINANCING STATEMENT

ORGANIZATION'S NAME LANCASTER POLLARD MORTGAGE COMPANY, LLC		
INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

EXHIBIT A TO UCC FINANCING STATEMENT

PARCEL 1:

A leasehold interest only not including buildings and improvements located in the land described as follows:

A tract of land situated in the SW 1/4 of the NE 1/4 of Section 20, Township 38 South, Range 9 East, Willamette Meridian, Klamath County, Oregon, being a portion of Blocks 7 and 8 and vacated Hilltop Street, McLoughlin Heights Subdivision, more particularly described as follows: Commencing at the Northeast corner of McLoughlin Heights; thence South 0°46'00" West, along the East boundary of McLoughlin Heights, 100.0 feet to the true point of beginning of this description; thence South 0°46'00" West, along the East boundary of McLoughlin Heights 572.30 feet to the North boundary of Foothills Boulevard; thence 40.57 feet along the arc of a 20.00 foot radius curve to the right (the long chord of which bears South 58°53' West, 33.97 feet); thence North 63°00'00" West, along the North boundary of Foothills Boulevard, 104.35 feet; thence 482.81 feet along the arc of a 774.83 foot radius curve to the left (the long chord of which bears North 80°51'03" West, 475.03 feet); thence leaving said road boundary North 20°39'40" East, 504.11 feet; thence South 89°21'00" East, 420.87 feet to the true point of beginning. TOGETHER WITH the Northerly one-half of vacated Foothill Boulevard abutting the Southerly boundary of the above described parcel.

Also including Lots 8, 9, 10, 11, 12, 13, 14 and 15 of Block 6 of McLoughlin Heights subdivision, Together with the Southerly one-half of vacated Foothill Boulevard abutting the Northerly boundary of said Lots 8, 9, 10, 11, 12, 13, 14 and 15 of Block 6;

Excepting therefrom Lots 8, 9, 10, 11, 12, 13, 14 and 15 of Block 6 of McLoughlin Heights Subdivision, Together with the Southerly one-half of vacated Foothill Boulevard abutting the Northerly boundary of said Lots 8, 9, 10, 11, 12, 13, 14 and 15 of Block 6;

Also Excepting therefrom the following described parcel: Commencing at the NE 1/16 corner of Section 20, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being the Northeast corner of McLoughlin Heights subdivision; thence along the east boundary of said McLoughlin Heights and the East line of the SW 1/4 NE 1/4 of said Section 20 South 0°46'00 West 100.00 feet to the Northeast corner of that parcel described as Parcel 1 in

deed Volume M91, page 13596, records of Klamath County, Oregon: thence along the Northerly boundary of said Parcel North 89°21'00" West 420.87 feet to the Northwest corner of said parcel; thence South 20°39'40" West 504.11 feet to the Southwest corner of that parcel described in deed Volume M75, page 8321, records of Klamath County, Oregon and the true point of beginning for this description; thence South 08°42'06" East 25.00 feet to the centerline of vacated Foothill Boulevard; thence following said centerline along the arc of a 749.83 foot radius non-tangent curve to the right 82.06 feet, the long chord of which bears South 84°26'01" West 82.02 feet; thence leaving said centerline North 09°10'20" West 12.82 feet; thence South 80°17'48" West 17.62 feet; thence North 09°32'02" West 17.40 feet; thence South 80°54'52" West 63.92 feet to the point of beginning:

Also Excepting therefrom the following described portion of Parcel 1 of Deed Volume M91, page 13596, records of Klamath County, Oregon: Beginning at a point on the East boundary of McLoughlin Heights which bears South 0°46'00" West 100.00 feet from the Northeast corner thereof, said point being the Northeast corner of said Parcel 1 of deed Volume M91, page 13596; thence North 89°21'00" West along the North line of said parcel 420.87 feet to the Northwest corner thereof; thence South 20°39'40" West along the Westerly line of said parcel 173.00 feet to a point; thence along the Southerly line of said parcel South 86°54'35" East 274.87 feet; thence leaving said Southerly line North 15°01'01" East 28.90 feet; thence North 72°20'55" East 13.09 feet; thence South 69°41'02" East 99.96 feet; thence South 4°30'18" East 3.74 feet to the Southerly line of said Parcel 1; thence South 86°54'35" East to a point on the East line of said parcel; thence North 0°46'00" East along said East line 183.00 feet to the point of beginning.

TOGETHER WITH easements for vehicular access and pedestrian walkways as described in the Agreement for Reciprocal Access Easements recorded June 8, 2001 in Instrument No. M01-27242, Official Records of Klamath County, Oregon.

PARCEL 2:

The buildings, fixtures and improvements located on the following described property:

A tract of land situated in the SW 1/4 of the NE 1/4 of Section 20, Township 38 South, Range 9 East, Willamette Meridian, Klamath County, Oregon, being a portion of Blocks 7 and 8 and vacated Hilltop Street, McLoughlin Heights Subdivision, more particularly described as follows: Commencing at the Northeast corner of McLoughlin Heights; thence South 0°46'00" West, along the East boundary of McLoughlin Heights, 100.0 feet to the true point of beginning of this description; thence South 0°46'00" West, along the East boundary of McLoughlin Heights 572.30 feet to the North boundary of Foothills Boulevard; thence 40.57 feet along the arc of a 20.00 foot radius curve to the right (the long chord of which bears South 58°53' West, 33.97 feet); thence North 63°00'00" West, along the North boundary of Foothills Boulevard, 104.35 feet; thence 482.81 feet along the arc of a 774.83 foot radius curve to the left (the long chord of which bears North 80°51'03" West, 475.03 feet); thence leaving said road boundary North 20°39'40" East, 504.11 feet; thence South 89°21'00" East, 420.87 feet to the true point of beginning. TOGETHER WITH the Northerly one-half of vacated Foothill Boulevard abutting the Southerly boundary of the above described parcel.

Also including Lots 8, 9, 10, 11, 12, 13, 14 and 15 of Block 6 of McLoughlin Heights subdivision, Together with the Southerly one-half of vacated Foothill Boulevard abutting the Northerly boundary of said Lots 8, 9, 10, 11, 12, 13, 14 and 15 of Block 6;

Excepting therefrom Lots 8, 9, 10, 11, 12, 13, 14 and 15 of Block 6 of McLoughlin Heights Subdivision, Together with the Southerly one-half of vacated Foothill Boulevard abutting the Northerly boundary of said Lots 8, 9, 10, 11, 12, 13, 14 and 15 of Block 6;

Also Excepting therefrom the following described parcel: Commencing at the NE 1/16 corner of Section 20, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being the Northeast corner of McLoughlin Heights subdivision; thence along the east boundary of said McLoughlin Heights and the East line of the SW 1/4 NE 1/4 of said Section 20 South 0°46'00" West 100.00 feet to the Northeast corner of that parcel described as Parcel 1 in deed Volume M91, page 13596, records of Klamath County, Oregon; thence along the Northerly boundary of said Parcel North 89°21'00" West 420.87 feet to the Northwest corner of said parcel; thence South 20°39'40" West 504.11 feet to the Southwest corner of that parcel described in deed Volume M75, page 8321, records of Klamath County, Oregon and the true point of beginning for this description; thence South 08°42'06" East 25.00 feet to the centerline of vacated Foothill Boulevard; thence following said centerline along the arc of a 749.83 foot radius non-tangent curve to the right 82.06 feet, the long chord of which bears South 84°26'01" West 82.02 feet; thence leaving said centerline North 09°10'20" West 12.82 feet; thence South 80°17'48" West 17.62 feet; thence North 09°32'02" West 17.40 feet; thence South 80°54'52" West 63.92 feet to the point of beginning;

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TOGETHER WITH easements for vehicular access and pedestrian walkways as described in the Agreement for Reciprocal Access Easements recorded June 8, 2001 in Instrument No. M01-27242, Official Records of Klamath County, Oregon.

NAME OF FIRST DEBTOR (1A OR 1B) ON RELATED FINANCING STATEMENT

ORGANIZATION'S NAME KLAMATH FALLS SNF, LLC			
INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

NAME OF FIRST SECURED PARTY (3A OR 3B) ON RELATED FINANCING STATEMENT

ORGANIZATION'S NAME LANCASTER POLLARD MORTGAGE COMPANY, LLC		
INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

EXHIBIT B TO UCC FINANCING STATEMENT

All of the Debtor's present and future right, title, and interest in and to all of the following described property and interests in property (whether now owned or held or existing or hereafter acquired, held, arising, or created), to the fullest extent such property and interests in property may, under applicable law, be subject to a security interest under the Uniform Commercial Code:

a. **The Collateral Property.** All of the "Collateral Property," which is defined as the Mortgaged Property except the Land; and

b. **Products and Proceeds.** All products and cash proceeds and non-cash proceeds of any of the Collateral Property.

As used herein, the "Mortgaged Property" means all of the following:

1. **Land.** The land and/or estate in realty described in Exhibit A to this UCC Financing Statement (the "Land");
2. **Healthcare Facility.** That portion of the Project operated on the Land as a nursing home, intermediate care facility, board and care home, assisted living facility, and/or any other healthcare facility authorized to receive insured mortgage financing pursuant to Section 232 of the National Housing Act, as amended, including any commercial space included in the facility;
 - a. As used herein, "HUD" means the U.S. Department of Housing and Urban Development, acting by and through the Secretary of that department, in the capacity as insurer or holder of the Loan under the authority of the National Housing Act, as amended, the Department of Housing and Urban Development Act, as amended, or any other federal law or regulation pertaining to the Loan or the Project.
 - b. As used herein, "Loan" means the indebtedness from Debtor to Secured Party evidenced by a Healthcare Facility Note insured by HUD (the "Note") and secured by a mortgage, deed of trust, deed to secure debt, or security deed (the "Security Instrument").

- c. As used herein, "Master Lease" means a master lease in which the Healthcare Facility is aggregated with other HUD-insured healthcare facilities and leased to a master tenant.
 - d. As used herein, "Operator" means, except as otherwise approved by HUD, any single-asset entity acceptable to HUD that operates the Healthcare Facility, pursuant to a lease, management agreement, operating agreement, or similar contract (i) with the Debtor, or (ii) if the Healthcare Facility is aggregated with other health care facilities in connection with a Master Lease, with the master tenant pursuant to the Master Lease. Where the Project has more than one licensed operator, the use of the singular shall include the plural.
 - e. As used herein, "Project" means any and all assets of whatever nature or wherever situated related to the Loan, including without limitation, the Mortgaged Property, any Improvements, and any collateral owned by the Operator securing the Loan.
3. **Improvements.** The buildings, structures, and alterations now constructed or at any time in the future constructed or placed upon the Land, including any future replacements and additions (the "Improvements");
4. **Fixtures.** All property or goods that are or become so related or attached to the Land or the Improvements that an interest arises in them under real property law, whether acquired now or in the future, excluding all resident-owned goods and property, and including but not limited to: major movable equipment, machinery, equipment (including medical equipment and systems), engines, boilers, incinerators, 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, computers and computer software, medical systems, 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 disposals, 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; playground and exercise equipment, and classroom furnishings and equipment (the "Fixtures");
5. **Personalty.** All equipment, inventory, and general intangibles associated with the Healthcare Facility and/or the Project (the "Personalty"). The definition of "Personalty" includes furniture, furnishings, beds, machinery, building materials, appliances, goods, supplies, tools, books, records (whether in written or electronic form), computer equipment (hardware and software) and other tangible or electronically stored personal property (other than Fixtures) that are owned, leased or

used now or in the future in connection with the ownership, management or operation of the Healthcare Facility and/or any other portion of the Project, or are located on the Land or in the Improvements, and any operating agreements relating to the Project, and any surveys, plans and specifications and contracts for architectural, engineering, and construction services relating to the Project, and all other intangible property and rights relating to the operation of, or used in connection with, the Project, including all certifications, approvals and governmental permits relating to any activities on the Land. Personalty includes all tangible and intangible personal property used in connection with the Healthcare Facility (such as major movable equipment and systems), accounts, licenses, bed authorities, certificates of need required to operate the Healthcare Facility and to receive benefits and reimbursements under provider agreements with Medicaid, Medicare, State and local programs, payments from healthcare insurers and any other assistance providers; all certifications, permits and approvals, instruments, Rents, lease and contract rights, and equipment leases relating to the use, operation, maintenance, repair and improvement of the Healthcare Facility. Generally, intangibles shall also include all cash and cash escrow funds, such as but not limited to: reserve for replacement accounts, debt service reserve accounts, bank accounts, residual receipts accounts, and investments;

- a. As used herein, "Rent" means all rent due pursuant to any Master Lease or Operator Lease, any payments due pursuant to any Residential Agreement, any other lease payments, revenues, charges, fees and assistance payments arising from the operation of the Project, including but not limited to, if and for so long as applicable, workers' compensation, social security, Medicare, Medicaid, and other third-party reimbursement payments, Accounts Receivable and all payments and income arising from the operation of the Healthcare Facility and/or the provision of services to residents thereof.
6. **Other Rights.** 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. **Insurance Policies and Proceeds.** 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 Debtor obtained the insurance pursuant to Secured Party's requirement;
8. **Awards.** 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;

- a. As used herein, "Governmental Authority" means any board, commission, department, or body of any municipal, county, state, tribal, or federal governmental unit, including any United States territorial government, and any public or quasi-public authority, or any subdivision of any of them, that has or acquires jurisdiction over the Mortgaged Property, including the use, operation or improvement of the Mortgaged Property.
9. **Contracts.** 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 Debtor now or in the future, including cash or securities deposited to secure performance by parties of their obligations;
 10. **Other Proceeds.** 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. **Revenue.** All revenue generated by any portion of the Mortgaged Property and any Leases;
 12. **Leases.** Any and all Operator Leases, Master Leases, Residential Agreements, and any other 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 Project, or any portion of the Project, and all modifications, extensions or renewals ("Leases"). Any ground lease to the Debtor creating a leasehold interest in the Land that is security for the Loan is not a "Lease" as used herein;
 - a. As used herein, "Operator Lease" means a lease to Operator by Debtor or by the master tenant under a Master Lease, providing for the operation of the Healthcare Facility.
 - b. As used herein, "Residential Agreement" means any lease or other agreement between the Operator and a resident setting forth the terms of the resident's living arrangements and the provision of any related services.
 13. **Other.** 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;
 - a. As used herein, "Accounts Receivable" means all right, title and interest of Operator in and to the following, in each case arising from the operation of the Healthcare Facility located on the Mortgaged Property in the ordinary course of business: (a) all rights to payment of a monetary obligation, whether or not earned by performance, including, but not limited to, accounts receivable,

health-care insurance receivables, Medicaid and Medicare receivables, Veterans Administration receivables, or other governmental receivables, private patient receivables, and HMO receivables, (b) payment intangibles, (c) guaranties, letter-of-credit rights and other supporting obligations relating to the property described in clauses (a) and (b); and (d) all of the proceeds of the property described in clauses (a), (b) and (c). Notwithstanding the foregoing, "Accounts Receivable" shall not include accounts arising from the sale of Operator's equipment, inventory or other goods, other than accounts arising from the sale of Operator's inventory in the ordinary course of Operator's business.

14. Imposition Deposits. All deposits made with Secured Party by Debtor for payments of the following (collectively, "Impositions"): mortgage insurance premiums (or monthly service charges in lieu thereof), ground rents, premiums on policies of fire and other property insurance, water rates, Taxes, and municipal/government utility charges and special assessments; all other required escrows and deposits, including any reserves for replacements; and any other deposits as may be required by any Ancillary Agreement;

- a. As used herein, "Taxes" means all taxes, assessments, vault rentals, and other charges, if any, general, special, or otherwise, including all assessments for schools, public betterments, and general or local improvements, which are levied, assessed or imposed by any public authority or quasi-public authority, and which, if not paid, could become a lien on the Land or the Improvements.
- b. As used herein, "Ancillary Agreement" means any separate agreement between Debtor and Secured Party for the purpose of establishing escrows or replacement reserves for the Mortgaged Property, establishing an account to assure the completion of repairs or improvements specified in such agreement, or any other agreement or agreements between Debtor and Secured Party which provide for the establishment of any other fund, reserve or account including but not limited to those reserves and escrows required by HUD in connection with construction activity, if any, and those reserves and escrows required by HUD in connection with the Project. Such agreements may include, but are not limited to, any sinking fund agreement, which provides for a depreciation reimbursement account to pay future principal payments under the Note, where Medicaid or third-party reimbursement is on a depreciation plus interest basis; and any depreciation reserve fund agreement which provides for an escrow or trust account with an approved custodian or trustee established for replacing equipment and for funding of depreciation in accordance with a schedule approved by HUD.

15. Refunds or Rebates. 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 the Security Instrument is dated);

16. Security Deposits. All forfeited security deposits under any Lease;

17. **Names.** All names under or by which any of the Mortgaged Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Mortgaged Property;
18. **Ancillary Agreement Deposits and/or Escrows.** All deposits and/or escrows held by or on behalf of Secured Party under Ancillary Agreements;
19. **Litigation Proceeds.** All awards, payments, settlements, or other compensation resulting from litigation involving the Mortgaged Property;
20. **Licenses.** Any and all licenses (including bed authority and/or certificates of need, if permitted in the jurisdiction in which the Project is located) 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 the Security Instrument, to the extent allowed by law, and regardless of whether such rights and contracts are held by Debtor or an Operator; and
21. **Receipts and Income.** 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.