



UCC

LIEN NO. 94262305

BONAVENTURE OF CASTL

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional)
Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141

B. E-MAIL CONTACT AT SUBMITTER (optional)
uccfilingreturn@wolterskluwer.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address) 16915 - U. S. BANK

Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	105142604 OROR
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File with: Secretary of State, OR
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 Bonaventure of Castle Rock LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 3425 Boone Road, SE		CITY Salem	STATE OR	POSTAL CODE 97317
				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 U.S. BANK NATIONAL ASSOCIATION				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 1850 OSBORN AVE		CITY OSHKOSH	STATE WI	POSTAL CODE 54902
				COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:
See Exhibits A and B attached hereto and incorporated by this reference.

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:
105142604 3001710708 MWSH CASTLE ROCK LLC

DEBTOR:

ORGANIZATION'S NAME Bonaventure of Castle Rock LLC			
INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

**EXHIBIT A TO UCC FINANCING STATEMENT
(DESCRIPTION OF PERSONAL PROPERTY COLLATERAL)**

The Collateral includes all of the following, whether now owned or hereafter acquired, including all proceeds, attachments, substitutions and replacements thereof:

(a) In connection with the management or operation of the real property more particularly described in Exhibit B attached hereto or any portion thereof or the improvements situated thereon (collectively, the "Property"), the following: all inventory; furniture; furnishings; machinery, equipment, engines, boilers, incinerators, and 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, 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 disposers, 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; exercise equipment; supplies; tools; books and records (whether in written or electronic form); websites, URLs, blogs, and social network pages; computer equipment (hardware and software); all kitchen or restaurant supplies and facilities; dining room supplies and facilities; medical supplies and facilities; leasehold improvements or related furniture and equipment; all present and future parts, additions, accessories, replacements, attachments, accessions, replacement parts and substitutions of the foregoing and the proceeds thereof (cash and non-cash, including insurance proceeds); and any other equipment, supplies, or furniture owned by Debtor and leased to any third-party service provider or any other operator or manager of the Property; and other tangible personal property that is used now or in the future in connection with the management or operation of the Property or is located on the Property;

(b) Master leases, operating agreements, operating leases, management agreements, or similar documents, under which control of the occupancy, use, operation, maintenance, and administration of the Property as a Seniors Housing Facility (as defined in the Loan Agreement) has been granted to any individual or entity (each an "Operating Lease"), including without limitation a Lease Agreement dated May 2, 2011, by and between MWSH Castle Rock LLC and Bonaventure of Castle Rock LLC, and a Management Services Agreement dated July 5, 2011, by and between Bonaventure of Castle Rock LLC, and Mountain West Retirement Corporation dba Bonaventure Senior Living. The operator and/or manager under any Operating Leases shall be referred to herein individually and collectively as the "Property Operator");

(c) All of the licenses, permits, and approvals required to required to operate the Property as a Seniors Housing Facility;

DEBTOR:

ORGANIZATION'S NAME Bonaventure of Castle Rock LLC			
INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

(d) All 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 Property or any portion of the Property (including without limitation residency, occupancy, admission, and care agreements with residents of the Property), and all modifications, extensions, or renewals thereof;

(e) All accounts, choses of action, chattel paper, documents, general intangibles (including software), payment intangibles, instruments, investment property, letter of credit rights, supporting obligations, computer information, source codes, object codes, records and data, all telephone numbers or listings, claims (including claims for indemnity or breach of warranty), deposit accounts, and other property or assets of any kind or nature related to the Property now or in the future, and all other intangible property and rights relating to the operation of or used in connection with the Property, including all governmental permits relating to any activities on the Property;

(f) All rents (whether from residential or non-residential space), revenues, and other income from the Property, including subsidy payments received from any sources, including payments under any rental subsidy agreement (if any), parking fees, laundry and vending machine income and fees, charges for food, health care, and other services provided at the Property, whether now due, past due, or to become due, and tenant security deposits; and

(g) All payments and the rights to receive such payments from Medicaid or other federal, state, or local programs, boards, bureaus, or agencies, and from residents, private insurers, or others.

Except as expressly set forth below and in Section 2(d) of the Subordination, Assignment and Security Agreement among the parties, Secured Party shall not have any interest (including security interest) in the assets of Mountain West Retirement Corporation, dba Bonaventure Senior Living ("Manager") including without limitation Manager's ownership of the federally registered names "Bonaventure," "Bonaventure Senior Living," the trademarked name "Bonaventure Place," or any variant of such names (collectively "Bonaventure"), the federally registered dove design logo, the federally registered trademark "Retirement Perfected," any and all proprietary goods and proprietary tangible and intangible property of Manager, including but not limited to Manager's website and its content and Manager's special internet record keeping system used in connection with the Property called "Wide Area Network" or "WAN" and any Manager employee handbooks, training manuals, human resources policies and procedures, rental agreement and admission agreement forms, assessment and negotiated service agreement forms and other forms, resident handbooks, operations policies and procedures, and any and all goodwill in any way relating to Manager. Secured Party shall have a security interest in the following assets of Manager: all of its rights in the Management Services Agreement and its other contracts directly related to the Property and any rights it may have to the name under which the Improvements are operated, which is known as Bonaventure of Castle Rock; provided that the security interest in and use of the name Bonaventure of Castle Rock shall terminate at the earlier of sale of the Property by Secured Party to a third party, or six months after completion of foreclosure of the Property by Secured Party.

DEBTOR:

ORGANIZATION'S NAME Bonaventure of Castle Rock LLC			
INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

EXHIBIT B TO UCC FINANCING STATEMENT
(LOCATION OF PERSONAL PROPERTY COLLATERAL)

Parcel A:

Lots 1 Block 1,
The Meadows, Filing No. 18, Amendment No. 6,
Town of Castle Rock,
County of Douglas, State of Colorado

Parcel B:

A parcel of land being a part of Tract B, the Meadows Filing No. 18, Amendment No. 5 as recorded under Reception No. 2008042312 of the records of the Douglas County Clerk and Recorder and located in the West Half of Section 34, Township 7 South, Range 67 West of the Sixth Principal Meridian, Town of Castle Rock, County of Douglas, State of Colorado, being more particularly described as follows:

Commencing at a point being the Southerlymost corner of said Tract B, said point also being a point on the Northeasterly right-of-way line of Red Hawk Drive and considering the Southwesterly line of said Tract B, to bear North 44°39'50" West, as platted, with all bearings contained herein being relative thereto;

Thence North 44°39'50" West, along said Northeasterly right-of-way line, a distance of 490.06 feet to the point of beginning;

thence continuing along said Northeasterly right-of-way line following two (2) courses:

1. North 44°39'50" West, a distance of 35.20 feet to a point of curvature;
2. Along the arc of a curve to the left having a central angle of 02°28'22" a radius of 530.00 feet and an arc length of 22.87 feet, the chord of which bears North 45°54'01" West, a distance of 22.87 feet;

Thence North 45°20'10" East, a distance of 14.82 feet to a point on the Northerly line of said Tract B;

Thence along the Northerly line of said Tract B the following two (2) courses:

1. South 48°15'24" East, a distance of 50.15 feet;
2. South 40°26'37" East, a distance of 4.88 feet;

Thence South 34°54'33" West, a distance of 17.40 feet to the Point of Beginning,

County of Douglas, State of Colorado