

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Sally Sison
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) WELLS FARGO BANK, N.A. CRE/Senior Housing Finance 2030 Main St, Suite 800 Irvine, CA 92614 Loan No. 1015269

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OREGON SECRETARY OF STATE



UCC

LIEN NO. 90725558

MWSH KEIZER LLC

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 MWSH KEIZER 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 WELLS FARGO BANK, NATIONAL ASSOCIATION				
OR	3b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS 1300 SW Fifth Avenue, 12th Floor		CITY Portland	STATE OR	POSTAL CODE 97201
			COUNTRY USA	

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

SEE ATTACHED EXHIBIT A AND SCHEDULE 1.

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/Licenser	
8. OPTIONAL FILER REFERENCE DATA: 2196/170 ABB	

EXHIBIT A TO FINANCING STATEMENT **Collateral Description**

Exhibit A to Uniform Commercial Code ("UCC") National UCC Financing Statement (Form UCC1) ("Financing Statement"), naming **MWSH KEIZER LLC**, an Oregon limited liability company, as "**Debtor**", and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as "**Secured Party**".

COLLATERAL DESCRIPTION. The Financing Statement includes the following described personal property in which Debtor now or at any time hereafter has any interest:

All goods, building and other materials, supplies, inventory, work in process, equipment, machinery, fixtures, furniture, furnishings, signs and other personal property and embedded software included therein and supporting information, wherever situated, which are or are to be incorporated into, used in connection with, or appropriated for use on the (i) the real property described on Schedule 1 attached hereto and incorporated by reference herein or (ii) any existing or future improvements on the real property (which real property and improvements are collectively referred to herein as the "**Property**"); together with all Payments and other rents and security deposits derived from the Property; all inventory, accounts, cash receipts, deposit accounts (including impound accounts, if any), accounts receivable, contract rights, licenses, agreements, general intangibles, payment intangibles, software, chattel paper (whether electronic or tangible), instruments, documents, promissory notes, drafts, letters of credit, letter of credit rights, supporting obligations, insurance policies, insurance and condemnation awards and proceeds, proceeds of the sale of promissory notes, any other rights to the payment of money, trade names, trademarks and service marks arising from or related to the ownership, management, leasing, operation, sale or disposition of the Property or any business now or hereafter conducted thereon by Debtor; all development rights and credits, and any and all permits, consents, approvals, licenses, authorizations and other rights granted by, given by or obtained from, any governmental entity with respect to the Property; all water and water rights, wells and well rights, canals and canal rights, ditches and ditch rights, springs and spring rights, and reservoirs and reservoir rights appurtenant to or associated with the Property, whether decreed or undecreed, tributary, non-tributary or not non-tributary, surface or underground or appropriated or unappropriated, and all shares of stock in water, ditch, lateral and canal companies, well permits and all other evidences of any of such rights; all deposits or other security now or hereafter made with or given to utility companies by Debtor with respect to the Property; all advance payments of insurance premiums made by Debtor with respect to the Property; all plans, drawings and specifications relating to the Property; all loan funds held by Secured Party, whether or not disbursed; all funds deposited with Secured Party pursuant to any loan agreement; all reserves, deferred payments, deposits, accounts, refunds, cost savings and payments of any kind related to the Property or any portion thereof; all of Debtor's right, title and interest, now or hereafter acquired, to the payment of money from Secured Party to Debtor under any Swap Agreement; together with all replacements and proceeds of, and additions and accessions to, any of the foregoing; together with all books, records and files relating to any of the foregoing.

Notwithstanding anything to the contrary contained herein, Beneficiary shall have no security interest in the federally registered names "Bonaventure", "Bonaventure Senior Living" or any variant of such names, the federally registered dove design logo, the trademark "Retirement Perfected", and all proprietary goods and proprietary tangible and intangible property of Bonaventure Senior Living ("**Bonaventure**"), including but not limited to the Bonaventure website and its content and the Bonaventure special internet record keeping system used in connection with the Property called "Wide Area Network" or "WAN" and any Bonaventure 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 (ii) any and all goodwill in any way relating to Bonaventure.

The filing of this Financing Statement shall not be construed to derogate from or impair the lien or provisions of the Construction Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing ("**Deed of Trust**") dated as of December 4, 2015, made by Debtor, as Trustor, for the benefit of Secured Party, as Beneficiary, encumbering the Property with respect to any property described therein which is real property or which the parties have agreed to treat as real property. Similarly, nothing in this Financing Statement shall be construed to alter any of the rights of Secured Party as determined by the Deed of Trust or the priority of the Secured Party's lien created thereby, and this Financing Statement is declared to be for the protection of Secured Party in the event any

court shall at any time hold that notice of Secured Party's priority of interest in any property or interests described in the Deed of Trust must, in order to be effective against a particular class of persons, including but not limited to the Federal Government and any subdivision or entity of the Federal Government, be filed in the Commercial Code records. Capitalized terms used in this Financing Statement and not defined shall have the meanings given to them in the Deed of Trust.

SCHEDULE 1 TO EXHIBIT A TO FINANCING STATEMENT
Description of Property

Schedule 1 to Uniform Commercial Code ("UCC") National UCC Financing Statement (Form UCC1) ("Financing Statement"), naming **MWSH KEIZER LLC**, an Oregon limited liability company, as "**Debtor**", and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, as "**Secured Party**".

All that certain real property located in the City of Keizer, Marion County, Oregon, described as follows:

Beginning at a 5/8 inch iron rod, being 65.86 feet South 00°00'00" West of the Northeast corner of the William P. Pugh Donation Land Claim No. 41, located in the Southwest quarter of Section 36, Township 6 South, Range 3 West of the Willamette Meridian, City of Keizer, Marion County, Oregon; thence North 46°27'58" East 384.96 feet to a 5/8 inch iron rod; thence South 00°17'00" East 79.08 feet to a 5/8 inch iron rod; thence South 37°12'02" East 98.93 feet to a 5/8 inch iron rod; thence 205.70 feet, along a 314.00 foot radius curve to the right (the chord of which bears South 18°26'01" East 202.04 feet) to a 5/8 inch iron rod; thence South 00°20'00" West 7.29 feet to a 5/8 inch iron rod; thence South 89°40'00" East 2.00 feet to a 5/8 inch iron rod; thence South 00°20'00" West 78.23 feet to a 5/8 inch iron rod; thence 161.94 feet, along a 234.00 foot radius curve to the left (the chord of which bears South 19°29'35" East 158.73 feet) to a 5/8 inch iron rod; thence South 42°53'59" West 74.67 feet to a 5/8 inch iron rod; thence South 89°48'01" West 406.82 feet to a 5/8 inch iron rod; thence North 00°00'00" East 375.68 feet to the point of beginning.