



UCC

LIEN NO. 92671686

TOUCHMARK AT FAIRWAY

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Hanna Olson (360) 956-9500	
B. E-MAIL CONTACT AT FILER (optional)	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
 <i>Global Solutions for Corporate and Financial Compliance</i> 698 12th Street SE, Ste 200, Salem OR 97301	
UCC-1-1219700333-1	State of Oregon

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 TOUCHMARK AT FAIRWAY VILLAGE, LLC					
OR	1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 5150 SW Griffith Drive		CITY Beaverton	STATE OR	POSTAL CODE 97005	COUNTRY US

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 KeyBank National Association					
OR	3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS Attn: CLS Doc Mgmt., 4910 Tiedeman Road		CITY Brooklyn	STATE OH	POSTAL CODE 44144	COUNTRY US

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

See Exhibit A - Legal Description of Real Property to which Collateral relates.  
See Exhibit B - Description of Collateral.

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:  
14657.742 - Operator

UCC Financing Statement

Debtor: TOUCHMARK AT FAIRWAY VILLAGE, LLC

Secured Party: KEYBANK NATIONAL ASSOCIATION

## EXHIBIT A

### Description of Real Property to Which Collateral Relates

The Land referred to herein below is situated in the County of Clark, State of Washington, and is described as follows:

#### PARCEL I:

Real property situated in the City of Vancouver, Clark County, Washington and lying in the Northeast quarter and the Northwest quarter of Section 1, Township 1 North, Range 2 East of the Willamette Meridian, described as follows:

Commencing at a point on the East right of way line of SE Village Loop Road, said point being the Northwest corner of "Waterford at Fairway Village" parcel as recorded under Auditor's File Number 9507070062 as shown in Book 39 of Surveys at Page 138, records of said county; thence along the North line of said parcel South 89° 08' 46" East 782.96 feet to the Northeast corner thereof, said corner also being on the West line of Lot 2 of Book 2 of Short Plats at Page 844; thence along the East line of said parcel and along the West line of said Lot 2 South 01° 25' 44" West 83.85 feet to the Northwest corner of Lot 3 of said Short Plat and the Point of Beginning; thence along the North line of said Lot 3 South 89° 25' 46" East 467.06 feet to the Northeast corner of said Lot 3 and the West right of way line of SE 164th Avenue, said corner being 50.00 feet from the centerline of said Avenue when measured at right angles; thence along the East line of said Lot 3 and along said West right of way line South 01° 46' 41" West 560.06 feet; thence South 46° 07' 50" West 69.91 feet to a point on the North right of way line of SE Village Loop Road as conveyed to the City of Vancouver by Deed of Dedication recorded under Auditor's File Number 3499571, said point being 40.00 feet from the centerline of said Road when measured at right angles; thence along said North right of way line the following courses:

North 89° 31' 02" West 251.03 feet; thence North 83° 37' 50" West 58.50 feet to a point 46.00 feet from the centerline of said Road when measured at right angles; thence North 89° 31' 02" West 105.15 feet to the Northwest corner of said Deed of Dedication, said corner being on the East line of said "Waterford at Fairway Village" parcel; thence along said East line North 01° 25' 44" East 603.58 feet to the Point of Beginning.

#### PARCEL II:

TOGETHER WITH access and parking easements as set forth in Access and Parking Easement and Facility License recorded October 30, 2013 as Instrument No. 5027030.

UCC Financing Statement

Debtor: TOUCHMARK AT FAIRWAY VILLAGE, LLC

Secured Party: KEYBANK NATIONAL ASSOCIATION

## EXHIBIT B

### Description of Collateral

This financing statement covers the following types or items of property:

(Any capitalized terms used but not defined herein shall have the same meanings ascribed to them in the Security Agreement that is being executed concurrently herewith by Debtor, for the benefit of Secured Party (the "**Security Agreement**").

Any interest Debtor may now have or hereafter acquire in any Accounts, Chattel Paper (including Tangible Chattel Paper and Electronic Chattel Paper), Commercial Tort Claims, Contract Rights, Deposit Accounts, Documents, Equipment, Fixtures, General Intangibles, Health-care-insurance Receivables, Goods, Instruments (including promissory notes), insurance policies and claims thereunder, Inventory, Investment Property (including Certificated Securities and Uncertificated Securities), Letter-of-Credit Rights (whether or not the letter of credit is evidenced by a writing), Money (including rights to payment of money), Payment Intangibles, Software, and Supporting Obligations in each case only to the extent related to, arising from, or used exclusively in connection with the property described on EXHIBIT A and all improvements now or hereafter located thereon (the "**Project**"), and specifically including, without limitation: (a) rights to payment of every kind or description now or at any time hereafter arising, directly or indirectly, out of the operation of the Project; (b) all "Rents," as defined in the Security Instrument, wherever located; (c) all "Rents," as defined in the Subordination Agreement and Assignment of Subleases and Rents executed by Debtor for the benefit of Lender of even date herewith, wherever located; (d) all files, books, records and data now existing or hereafter created in any way pertaining to or reflecting any of the foregoing, however recorded or maintained; (e) all Residency Agreements between the residents of the Project and Debtor; (f) all Project Licenses (as defined in the Security Agreement); (g) Debtor's interest in the Management Agreement; and (h) all products, profits, proceeds, and accessions of any of the foregoing property.