

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

<b>A. NAME &amp; PHONE OF CONTACT AT FILER (optional)</b> <b>James J. Schwert (612) 607-7308</b>
<b>B. E-MAIL CONTACT AT FILER (optional)</b> <b>jschwert@foxrothschild.com</b>
<b>C. SEND ACKNOWLEDGMENT TO: (Name and Address)</b>  <div style="border: 1px solid black; padding: 5px;"> <b>James J. Schwert, Esq.</b>  <b>Fox Rothschild LLP</b>  <b>222 South Ninth Street, Suite 2000</b>  <b>Minneapolis, MN 55402</b> </div>

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 <b>COUNTRY CLASS ASSETS, L.L.C.</b>				19-14361ST AM Guardian 9/100	
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS <b>2020 A STREET, SUITE 101</b>		CITY <b>AUBURN</b>	STATE <b>WA</b>	POSTAL CODE <b>98002</b>	COUNTRY <b>USA</b>

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 <b>FANNIE MAE</b>					
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS <b>11501 OUTLOOK STREET, SUITE 300</b>		CITY <b>OVERLAND PARK</b>	STATE <b>KS</b>	POSTAL CODE <b>66211</b>	COUNTRY <b>USA</b>

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

SEE SCHEDULE A AND EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

Legal Description Abbreviated: Ptn NW, SW, NE 27-35-04

Assessor's Tax Parcel ID#: P37836 (350427-1-014-0000) and P129672 (350427-1-014-0400)

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 Transmilling 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: <b>File with Skagit County, Washington</b>	

**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

**COUNTRY CLASS ASSETS, L.L.C.**

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

**KEYBANK NATIONAL ASSOCIATION**

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

**11501 OUTLOOK STREET, SUITE 300**

CITY

**OVERLAND PARK**

STATE

**KS**

POSTAL CODE

**66211**

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 SCHEDULE A AND EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF**

17. MISCELLANEOUS:

**SCHEDULE A  
TO UCC FINANCING STATEMENT  
(Borrower)  
(Seniors Housing)**

DEBTOR: COUNTRY CLASS ASSETS, L.L.C.  
2020 A STREET SE, SUITE 101  
AUBURN, WASHINGTON 98002

SECURED PARTY: KEYBANK NATIONAL ASSOCIATION  
11501 OUTLOOK STREET, SUITE 300  
OVERLAND PARK, KANSAS 66211

This financing statement covers the following types (or items) of property (the "Collateral Property"):

**1. Improvements.**

The buildings, structures, improvements, and alterations now constructed or at any time in the future constructed or placed upon the land described in Exhibit A attached hereto (the "Property"), including any future replacements, facilities, and additions and other construction on the Property (the "Improvements");

**2. Goods.**

All goods which are used now or in the future in connection with the ownership, management, or operation of the Property or the Improvements or are located on the Property or in the Improvements, including 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; including 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 operator or manager of the Property or the Improvements; and other tangible personal property which is used now or in the future in connection with the ownership, management, or operation of the Property or the Improvements or is located on the Property or in the Improvements (the “**Goods**”);

**3. Fixtures.**

All Goods that are so attached or affixed to the Property or the Improvements as to constitute a fixture (the “**Fixtures**”) under the laws of the jurisdiction in which the Property is located (the “**Property Jurisdiction**”);

**4. Personalty.**

All Goods, 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 Collateral Property now or in the future, including operating agreements, surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Collateral Property, and all other intangible property and rights relating to the management or operation of, or used in connection with, the Collateral Property, including all governmental permits relating to any activities on the Property or the Improvements (the “**Personalty**”);

**5. 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 Property 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;

**6. Insurance Proceeds.**

All insurance policies relating to the Collateral Property (and any unearned premiums) and all proceeds paid or to be paid by any insurer of any part of the Collateral Property, whether or not Debtor obtained the insurance pursuant to Secured Party’s requirements;

**7. Awards.**

All awards, payments, and other compensation made or to be made by any municipal, state or federal authority with respect to any part of the Collateral Property, including any awards or settlements resulting from (a) any action or proceeding, however characterized or named, relating to any condemnation or other taking, or conveyance in lieu thereof, of all or any part of the Collateral Property, whether direct or indirect (a “**Condemnation Action**”), (b) any damage to the

Collateral Property caused by governmental action that does not result in a Condemnation Action, or (c) the total or partial taking of any part of the Collateral Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof;

**8. Contracts.**

All contracts, options, and other agreements for the sale of any part of the Collateral Property entered into by Debtor now or in the future, and any contract or other agreement for the provision of goods or services at or otherwise in connection with the operation, use or management of the Property or the Improvements, including cash or securities deposited to secure performance by parties of their obligations;

**9. Rents.**

All rents (whether from residential or non-residential space), revenues and other income of the Property or the Improvements, including subsidy payments received from any sources, including payments under any "Housing Assistance Payments Contract" or other rental subsidy agreement (if any), parking fees, laundry and vending machine income, furniture rental income, and fees and charges for food, health care and other services provided at the Collateral Property, whether now due, past due, or to become due, any resident and tenant security deposits, entrance fees, application fees, processing fees, community fees, late fees, and any other amounts or fees paid by any resident or tenant upon execution of a Lease, together with and including all proceeds from any private insurance for residents to cover rental charges and charges for services at or in connection with the Property or the Improvements, and the payments and the right to receive payments from residents or Medicaid programs or similar federal, state or local programs, boards, bureaus or agencies, due for the rents or services of residents at the Property and Improvements (the "Rents");

**10. Leases.**

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 Collateral Property, or any portion of the Collateral Property (including proprietary leases or occupancy agreements if Debtor is a cooperative housing corporation), and all modifications, extensions, or renewals thereof, all residency, occupancy, admission, and care agreements pertaining to residents of the Property and Improvements and also specifically, that certain Operating Lease dated as of April 1, 2019, by and between Country Meadow Village, Inc., a Washington corporation and Debtor (the "Leases") and all Lease guaranties, letters of credit and any other supporting obligation for any of the Leases given in connection with any of the Leases;

**11. Other.**

All earnings, royalties, accounts receivable, issues, and profits from any part of the Collateral Property, and all undisbursed proceeds of the loan secured by the Mortgage, Deed of Trust, or Deed to Secure Debt upon the Property and Improvements (the "Security Instrument")

and, if Debtor is a cooperative housing corporation, maintenance charges or assessments payable by shareholders or residents;

**12. Imposition Deposits.**

Deposits held by the Secured Party to pay when due (a) any water and sewer charges which, if not paid, may result in a lien on all or any part of the Collateral Property, (b) the premiums for fire and other casualty insurance, liability insurance, rent loss insurance, and such other insurance as Secured Party may require, (c) taxes, assessments, vault rentals, and other charges, if any, general, special, or otherwise, including 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, will become a lien on the Collateral Property or any taxes upon any of the documents evidencing or securing the loan secured by the Security Instrument, and (d) amounts for other charges and expenses which Secured Party at any time reasonably deems necessary to protect the Collateral Property, to prevent the imposition of liens on the Collateral Property, or otherwise to protect Secured Party's interests, all as reasonably determined from time to time by Secured Party (the "Impositions");

**13. Refunds or Rebates.**

All refunds or rebates of Impositions by any municipal, state or federal authority or insurance company (other than refunds applicable to periods before the real property tax year in which the Security Instrument is dated);

**14. Names.**

All names under or by which any of the above Collateral Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Collateral Property but excluding any rights to the name "Country Meadow Village" and associated trademark rights (collectively, the "Brand Rights"), provided that Secured Party shall have an irrevocable license, coupled with an interest and for which consideration has been paid and received, to use any signage or other materials bearing the Brand Rights that exist on any of the Collateral Property on the date Secured Party acquires any of the Collateral Property through a foreclosure event, in connection with operating any of the Collateral Property for a period not to exceed one hundred eighty (180) days after the date Secured Party acquires any of the Collateral Property through a foreclosure event;

**15. Collateral Accounts and Collateral Account Funds.**

Any and all funds on deposit in any account designated as a "Collateral Account" by Secured Party pursuant to any separate agreement between Debtor and Secured Party which provides for the establishment of any fund, reserve or account;

**16. Other Proceeds.**

Any and all products, and all cash and non-cash proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds;

**17. Mineral Rights.**

All of Debtor's right, title and interest in the oil, gas, minerals, mineral interests, royalties, overriding royalties, production payments, net profit interests and other interests and estates in, under and on the Mortgaged Property and other oil, gas, minerals, and mineral interests with which any of the foregoing interests or estates are pooled or unitized; and

**18. Accounts.**

All money, funds, investment property, accounts, general intangibles, deposit accounts, chattel paper, documents, instruments, judgments, claims, settlements of claims, causes of action, refunds, rebates, reimbursements, reserves, deposits, subsidies, proceeds, products, Rents and profits, now or hereafter arising, received or receivable, from or on account of the Debtor's management and operation of the Property and Improvements as a seniors housing facility.

All terms used and not specifically defined herein, but which are otherwise defined by the Uniform Commercial Code in force in the Property Jurisdiction (the "UCC"), shall have the meanings assigned to them by the UCC.

**[Remainder of Page Intentionally Blank]**

**EXHIBIT A TO SCHEDULE A  
TO UCC FINANCING STATEMENT**

**DESCRIPTION OF THE PROPERTY**

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

THAT PORTION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., SKAGIT COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED SUBDIVISION; THENCE SOUTH 88°21'23" EAST ALONG THE NORTH LINE OF SAID SUBDIVISION 30.00 FEET TO THE EASTERLY RIGHT-OF-WAY OF COLLINS ROAD AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE 88°21'23"EAST, 420.00 FEET; THENCE SOUTH 00°52'34" WEST, 393.70 FEET; THENCE NORTH 88°21'23"WEST, 419.97 FEET TO THE EASTERLY RIGHT-OF-WAY OF COLLINS ROAD; THENCE NORTH 00°52'34" ALONG SAID RIGHT-OF-WAY, 396.21 FEET TO THE TRUE POINT OF BEGINNING.

**PARCEL B:**

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES, OVER AND ACROSS THAT PORTION OF HOSPITAL DRIVE LYING WITHIN SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND LYING SOUTH OF THE ABOVE DESCRIBED PREMISES AND AS DELINEATED ON A SURVEY RECORDED NOVEMBER 15, 1993 IN VOLUME 11 OF SHORT PLATS, PAGES 17 AND 18, UNDER AUDITOR'S FILE NO. 9311150090, RECORDS OF SKAGIT COUNTY, WASHINGTON; EXCEPT ANY PORTION THEREOF LYING WITHIN HOSPITAL DRIVE ALONG THE SOUTH LINE THEREOF.