



DOUGLAS COUNTY, NV **2018-911485**
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 FIRST AMERICAN TITLE NCS LAS VEGAS
 KAREN ELLISON, RECORDER

UCC FINANCING STATEMENT
 FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Anthony A. Longnecker (515) 283-3196

B. E-MAIL CONTACT AT FILER (optional)
aal@nyemaster.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Anthony A. Longnecker
Nyemaster Goode, P.C.
700 Walnut St., Suite 1600
Des Moines, Iowa 50309

1320-30-613-003

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
MINDEN APL MP, LLC

OR

1b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

1c. MAILING ADDRESS *c/o* MINDEN APL JV, LLC CITY STATE POSTAL CODE COUNTRY
181 WEST MADISON STREET, SUITE 4700 CHICAGO IL 60602 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
PHOENIX LIFE INSURANCE COMPANY

OR

3b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

3c. MAILING ADDRESS *c/o* CorAmerica Capital, LLC CITY STATE POSTAL CODE COUNTRY
13375 UNIVERSITY AVE., SUITE 200 CLIVE IA 50325 USA

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

SEE EXHIBIT A AND EXHIBIT B ATTACHED HERETO.

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/Licenser

8. OPTIONAL FILER REFERENCE DATA:

TO BE RECORDED IN DOUGLAS COUNTY, NEVADA; 3007043-0019; CorAmerica No. 10095

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 MINDEN APL MP, LLC	
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				
OR				
11b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME		SUFFIX
ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX		
11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

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 EXHIBIT A ATTACHED HERETO.

17. MISCELLANEOUS:

EXHIBIT A

Legal Description

PARCEL 1:

A PARCEL OF LAND LOCATED WITHIN A PORTION OF SECTION 30, TOWNSHIP 13 NORTH, RANGE 20 EAST, M.D.B. & M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF ADJUSTED PARCEL 3 AS SHOWN ON THAT CERTAIN FINAL MAP LDA 07-023, MINDEN MEDICAL MALL, A COMMERCIAL SUBDIVISION, RECORDED IN THE OFFICE OF THE DOUGLAS COUNTY RECORDER, STATE OF NEVADA ON APRIL 22, 2009 IN BOOK 0409, AT PAGE 5589 AS DOCUMENT NO. 741788, OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

LOT 3B, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FOR CTH MINDEN, LLC, RECORDED IN THE OFFICE OF THE DOUGLAS COUNTY RECORDER, STATE OF NEVADA ON THE 5TH DAY OF FEBRUARY, 2018 FILE NO. 2018-910035, OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 3B MONUMENTED WITH A 5/8" REBAR WITH A 1" CAP STAMPED PLS 17632,

THENCE ALONG THE NORTH LINE OF SAID ADJUSTED PARCEL 3, SOUTH 89°00'27" EAST, 98.82 FEET TO A CORNER MONUMENTED WITH A 5/8" BRASS TAG STAMPED PLS 17632 NAILED INTO ASPHALT;

THENCE SOUTH 01°05'22" WEST, 176.44 FEET TO A CORNER MONUMENTED WITH A 5/8" BRASS TAG STAMPED PLS 9392, NAILED INTO CONCRETE;

THENCE SOUTH 88°46'49" EAST, 145.07 FEET TO A CORNER MONUMENTED WITH A 5/8" REBAR WITH A 1.5" ALUMINUM CAP STAMPED PLS 9392;

THENCE SOUTH 01°13'11" WEST, 199.27 FEET TO A CORNER MONUMENTED WITH A 5/8" BRASS TAG STAMPED PLS 9392, NAILED INTO CONCRETE;

THENCE SOUTH 44°44'12" WEST, 231.18 FEET TO A POINT ON THE SOUTH LINE OF SAID ADJUSTED PARCEL 3 AND A CORNER MONUMENTED WITH A 5/8" REBAR WITH A 1.5" ALUMINUM CAP STAMPED PLS 9392;

THENCE ALONG THE SOUTH LINE OF SAID ADJUSTED PARCEL 3, NORTH 62°37'27" WEST, 92.64 FEET TO A CORNER MONUMENTED WITH A 5/8" REBAR WITH A 1" CAP STAMPED PLS 6899;

THENCE ALONG THE WEST LINE OF SAID ADJUSTED PARCEL 3, NORTH 00°59'49" EAST, 502.13 FEET TO THE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION WAS PREPARED BY DEAN NEUBAUER, PROFESSIONAL LAND SURVEYOR, STATE OF NEVADA, NO. 9392. 1800 E College Pkwy, Carson City, NV 89706

Debtor – Minden APL MP, LLC
Secured Party – Phoenix Life Insurance Company

PARCEL 2:

AN EASEMENT FOR INGRESS AND EGRESS AS SET FORTH IN DOCUMENT RECORDED JULY 31, 1997, IN BOOK 0797, PAGE 5687, DOCUMENT NO. 418455.

PARCEL 3 :

AN EASEMENT FOR THE ACCUMULATION AND TRANSPORTATION OF STORM AND WATER DRAINAGE AS SET FORTH IN DOCUMENT ENTITLED STORM DRAIN EASEMENT RECORDED JULY 31, 1997 IN BOOK 0797, PAGE 5699 DOCUMENT NO. 0418458

PARCEL 4:

EASEMENTS AS SET FORTH IN A DOCUMENT ENTITLED DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS AND SHARED INFRASTRUCTURE RECORDED 3-13-18 IN BOOK n/a, PAGE n/a, DOCUMENT NO. 2015-961477

**EXHIBIT B
TO
UCC FINANCING STATEMENT**

This Financing Statement covers all right, title and interest of the Debtor in and to the following types (or items) of property, whether now owned or hereafter acquired by the Debtor (the “Collateral”):

- A. Any and all leases, subleases, licenses, concessions or grants of other possessory interests now or hereafter in force, oral or written, covering or affecting the real estate described in Exhibit A to this Financing Statement (the “Land”) or any buildings or improvements belonging or in anyway appertaining thereto, or any part thereof;
- B. All rents, issues, uses, profits, insurance claims and proceeds and condemnation awards now or hereafter belonging or in any way pertaining to (1) the Land; (2) each and every building and improvement and all of the properties on the Land; and (3) each and every lease, sublease and agreement described in the foregoing paragraph A and each and every right, title and interest thereunder;
- C. All instruments (including promissory notes), financial assets, documents, accounts, chattel paper (whether tangible or electronic), deposit accounts, letter-of-credit rights, supporting obligations, any other contract rights or rights to the payment of money, and all general intangibles (including, without limitation, payment intangibles, and all recorded data of any kind or nature, regardless of the medium of recording, including, without limitation, all software, writings, plans, specifications and schematics) now or hereafter belonging or in any way pertaining to (1) the Land; (2) each and every building and improvement and all of the properties on the Land; and (3) each and every lease, sublease and agreement described in the foregoing paragraph A and each and every right, title and interest thereunder; and
- D. All machinery, apparatus, equipment, fixtures and articles of personal property of every kind and nature now or hereafter located on the Land or upon or within the buildings and improvements belonging or in anyway appertaining to the Land and used or usable in connection with any present or future operation of the Land or any building or improvement now or hereafter located thereon and the fixtures and the equipment which may be located on the Land (hereinafter called the “Equipment”) and now owned or hereafter acquired by Debtor, including, but without limiting the generality of the foregoing, any and all furniture, furnishings, partitions, carpeting, drapes, dynamos, screens, awnings, storm windows, floor

coverings, stoves, refrigerators, dishwashers, disposal units, motors, engines, boilers, furnaces, pipes, plumbing, elevators, cleaning, call and sprinkler systems, fire extinguishing apparatus and equipment, water tanks, maintenance equipment, and all heating, lighting, ventilating, refrigerating, incinerating, air-conditioning and air-cooling equipment, gas and electric machinery and all of the right, title and interest of Debtor in and to any Equipment which may be subject to any title retention or security agreement superior in lien to the lien of the Security Instrument to which this financing statement relates and all additions, accessions, parts, fittings, accessories, replacements, substitutions, betterments, repairs and proceeds of all of the foregoing, all of which shall be construed as fixtures and will conclusively be construed, intended and presumed to be a part of the Land.

- E. All right, title and interest, including the right to the payment of money, arising out of the Post-Closing Escrow Agreement among Debtor, CTH Minden, LLC, a Nevada limited liability company and First American Title Insurance Company.

The Collateral includes any proceeds generated therefrom.