

For Termination see
UCC Rec 3-691
8-29-94

For Continuation see
UCC Rec 3-623
9-10-93

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Bethesda Care Center, a trade-style of MTC West, Inc. 1015 West Summit Winterset, Iowa 50273		2. Secured Party(ies) and address(es) (1) Fidelity Bank, National Association ("Fidelity") Broad and Walnut Streets Philadelphia, PA 19109 (cont'd. on Exhibit "B")	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) --- 704 FILED NO. --- BOOK 3 PAGE 415 UCC RECORD 1988 SEP 30 PM 4:27 MARY E. WELTY RECORDER MADISON COUNTY, IOWA 5. Assignee(s) of Secured Party Address(es) Fee \$35.00 Computer
4. This financing statement covers the following types (or items) of property: All of Debtor's Inventory, Accounts, Equipment, Fixtures, Chattel Paper, Instruments, Documents, General Intangibles and other personal property, whether now owned or hereafter arising or acquired, as more fully set forth in Exhibit "A" attached hereto and made a part hereof.			
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so)		Filed with:	
<input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state.		Madison County, Iowa	
<input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:			
Check <input checked="" type="checkbox"/> if covered: <input checked="" type="checkbox"/> Proceeds of Collateral are also covered. <input checked="" type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:			

COMPUTER

MTC West, Inc.
By: Lawrence R. Spiering, President Signature(s) of Debtor(s)
By: _____ Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical
STANDARD FORM - FORM UCC-1.

EXHIBIT "A"

To Financing Statement in favor of
Fidelity Bank, National Association,
First Pennsylvania Bank, N.A.,
Wilmington Savings Fund Society, FSB and
Perpetual Savings Bank, FSB

All personal property and fixtures of the Debtor of every kind and description, tangible or intangible, whether now or hereafter existing, whether now owned or hereafter acquired and wherever located (including, without limitation, at the facilities cited hereinbelow), including but not limited to all of Debtor's Accounts, Books, Records, chattel paper, Documents, Equipment, fixtures, goods, Goodwill and other general intangibles (including, without limitation, the trademark application number 73/708950 in the name of Bethesda Care Center, and any other trademark or trademark applications), Instruments, Insurance, Inventory, tax refunds, excess funds in pension funds and also including the products and proceeds of and accessions to the foregoing, such products, proceeds and accessions to include, without limitations, Accounts, deposits accounts, Documents, goods, general intangibles, Instruments, proceeds of Insurance and any other personal property or fixtures received by the Debtor, in exchange for or in substitution for any other item thereof, where each of the following terms shall have the meanings, if any, ascribed to them in the Uniform Commercial Code in effect in the jurisdiction, the laws of which govern the perfection of the security interests perfected or intended to be perfected by this filing, and to the extent not prohibited by such laws, shall include, without limitation, the following:

"Accounts" means, whether now owned or existing or hereafter acquired or arising, (a) all accounts, contract rights, chattel paper, instruments, documents, general intangibles and other rights of Debtor to receive the payment of money or other consideration arising out of or in connection with the sale or lease of Goods or other property or the rendering of services, whether billed or unbilled and whether or not earned by performance, (b) any and all rights of Debtor to receive a payment of money or other consideration, including letters of credit and the right to receive payment thereunder, tax refunds, insurance proceeds, the actuarial surplus of any Pension Plan, contract rights, notes, drafts and all other debts in whatever form now or hereafter owing to Debtor from any Person, (c) all guarantees of, and security for any of the foregoing. As used herein, Accounts shall include, without limitation, (i) all rights to payment under agreements with Medicare, Medicaid, Blue Cross, governmental bodies, insurance companies and prepaid health care organizations (to the extent such assignment is permitted by law), (ii) all

rights to endowments, gifts, grants and bequests, (iii) all rights relating to the performance by or for Debtor of management, advisory, consulting or other similar services, (iv) all rights relating to the sale or other transfer of property to, or the construction renovation or other improvement of property by or for, Debtor, (v) all rights relating to any lease to which Debtor is a party as lessee or lessor, including all moneys due from time to time in respect thereof, and (vi) all rights now or hereafter existing in and to all security agreements, leases and other contracts now or hereafter existing and to all security for or otherwise relating to any such accounts, contract rights, chattel paper, instruments, documents, general intangibles, or obligations;

"Books" means all of Debtor's books and records, including but not limited to: ledgers, records indicating, summarizing, or evidencing Debtor's assets, Accounts, lists of customers, business operations or financial condition; computer programs; computer disks or tape files; computer printouts; computer runs; and other computer prepared information and equipment of any kind;

"Documents" means any and all bills of lading, documents of title, warehouse receipts and any other document evidencing the right to receive delivery of property covered by such documents, and including without limitation all other documents that purport to be issued by a bailee and that purport to cover goods in the bailee's possession that are either identified or are fungible portions of an identified mass;

"Equipment" means any and all things moveable or that are fixtures used or bought for use primarily in business, including but not limited to machinery, equipment, trucks and motor vehicles, furniture, tools, attachments, now owned or hereafter acquired, wherever located, or that may now or hereafter lie or be placed in, on or under any building now or hereafter constructed or lie or be placed in or upon lands and premises owned or leased by the Debtor, or be placed elsewhere pursuant to easement, franchise, or otherwise, and used or procured for use in connection with the operation of the business of the Debtor, which, now or hereafter, are or may be used or intended for use by the Debtor, along with any and all additions and accessions thereto, substitutions therefor, replacements thereof and the proceeds of any of the foregoing;

"Goodwill" means, by whomever possessed, personal working relationships with existing and potential customers of and patients residing with Debtor; friendship, trust and confidence existing or hereafter developed for Debtor; knowledge of specific habits, needs, and desires of customers of and patients residing with Debtor and those associated with such customers and

patients; all customer and patient information; and other similar relationships and information relating in any way to Debtor and its customers and patients;

"Instruments" means any and all negotiable instruments, securities and every other writing which evidences a right to the payment of money;

"Insurance" means any and all policies of insurance and the proceeds thereof on or covering any or all of the collateral;

"Inventory" means any and all of Debtor's goods, merchandise, raw materials, supplies, goods in process, finished goods, goods returned by customers or patients, and other personal property that are held for sale or lease, including those out on lease or consignment or to be furnished under a contract of service or that are materials used or consumed in the Debtor's business and shall include without limitation all patents, trademarks, and trade names, related to any of the foregoing; and all other items hereafter acquired by the Debtor by way of substitution, replacement, return, repossession or otherwise and all additions and accessions thereto, and the resulting product or mass, and any documents of title representing any of the above.

"Records" means correspondence, memoranda, tapes, discs, papers, books and other documents or transcribed information of any type, whether expressed in ordinary or machine language, and whether on or off the Debtor's premises;

"Proceeds" shall have the meaning assigned to it under the applicable Uniform Commercial Code and, in any event, shall include, but not be limited to, (a) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to Debtor, from time to time with respect to any of the aforementioned collateral, (b) any and all payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the aforementioned collateral by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority) and (c) any and all other amounts from time to time paid or payable under or in connection with any of the aforementioned collateral.

Debtor's Facilities at present include, without limitation:

Bethesda Care Center
515 Fairview
Canon City
Fremont County, CO 81212

Bethesda Care Center
2050 South Main
Delta, Delta County, CO 81416

Bethesda Care Center
2825 Patterson Road
Grand Junction
Mesa County, CO 81506

Bethesda Care Center
1625 Meadowbrook Blvd.
Paonia, Delta County, CO 81428

Bethesda Care Center
3625 Parkmoor Village
Colorado Springs
El Paso County, CO 80907

Bethesda Care Center
600 Manor Drive
Post Office Box 475
Clarinda, Page County, IA 51632

Bethesda Care Center
3440 Mulberry Avenue
Muscatine
Muscatine County, IA 52761

Bethesda Care Center
1015 West Summit
Winterset
Madison County, IA 50273

Bethesda Care Center
North 3rd and Cedar Street
Tarkio, Atchison County, MO 64491

Bethesda Care Center
1700 Furnas Street
Ashland, Saunders County, NE 68003

Bethesda Care Center
519 Fort Street
Bassett, Rock County, NE 68714

Grandview Manor Nursing Home
Broad Street & Hwy. 4
Campbell
Franklin County, NE 68932

La Villa Grande
2501 Little Brookcliffe Dr.
Grand Junction
Mesa County, CO 81501

Bethany Care Center
5301 West 1st Avenue
Lakewood
Jefferson County, CO 80226

Springs Village Care Center
110 W. Van Buren
Colorado Springs
El Paso County, CO 80907

Bethesda Care Center
608 Prairie Center
Mediapolis
Des Moines County, IA 52637

Bethesda Care Center
Grandview Drive
Toledo, Tama County, IA 52342

Bethesda Care Center
117 West First
Post Office Box 359
Smith Center
Smith County, KS 66967

Bethesda Care Center
143 North Fullerton
Ainsworth
Brown County, NE 69210

Bethesda Care Center
616 13th Street
Aurora
Hamilton County, NE 68818

Bethesda Care Center
Post Office Box 156
Blue Hill
Webster County, NE 68930

Bethesda Care Center
South 17th Avenue
Central City
Merrick County, NE 68826

Bethesda Care Center of Edgar
R.R. #1, Box 1183
Edgar, Clay County, NE 68935

Bethesda Care Center
700 Highway 6
Post Office Box 479
Gretna
Sarpy County, NE 68028

Bethesda Care Center
333 Maple
Sutherland
Lincoln County, NE 69165

Bethesda Care Center
1901 Howell
Worland
Washakie County, WY 82401

Morning Star Manor
Post Office Box 859
Ft. Washakie
Fremont County, WY 82514

Bethesda Care Center
425 South Empire Avenue
Exeter
Fillmore County, NE 68351

Bethesda Care Center
624 Pinewood Avenue
Seward
Seward County, NE 68434

Bethesda Care Center
1350 Centennial Avenue
Utica, Seward County, NE 68456

Bethesda Care Center
503 South 18th Street
Laramie
Albany County, WY 82070

Bethesda Care Center
820 Elm Street
St. Maries
Benewah County, ID 83861

EXHIBIT "B"

List of Secured Parties:
(cont'd.)

- (2) Perpetual Savings Bank, F.S.B.
("Perpetual")
1440 New York Avenue, N.W.
Suite 200
Washington, D.C. 20005; and
- (3) First Pennsylvania Bank, N.A. ("FPB")
16th and Market Streets, 19th Fl.
Philadelphia, PA 19102
- (4) Wilmington Savings Fund Society, FSB ("WSFS")
838 Market Street
Wilmington, DE 19801

Fidelity as agent for itself,
Perpetual, FPB and WSFS