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**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

 **Access Bank**  
**P. O. Box 24208**  
**Omaha, NE 68124-0208**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME  
**QHC WINTERSET SOUTH, LLC**

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
**715 SOUTH 2ND STREET WINTERSET IA 50273 USA**

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION **LLC** 1f. JURISDICTION OF ORGANIZATION **IA** 1g. ORGANIZATIONAL ID #, if any  NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any  NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME  
**Access Bank**

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY  
**210 N. 78th Street Omaha NE 68114 USA**

4. This FINANCING STATEMENT covers the following collateral:

**ALL FIXTURES AS DESCRIBED IN THE FIXTURES EXHIBIT ATTACHED HERETO AND MADE A PART THEREOF.**

5. ALTERNATIVE DESIGNATION (if applicable):  LESSEE/LESSOR  CONSIGNEE/CONSIGNOR  BAILEE/BAIOLR  SELLER/BUYER  AG. LIEN  NON-UCC FILING

6.  This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable] 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional]  All Debtors  Debtor 1  Debtor 2

8. OPTIONAL FILER REFERENCE DATA

# UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME  
**QHC WINTERSET SOUTH, LLC**

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

**THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY**

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY

11d. **SEE INSTRUCTIONS**

ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
			<input type="checkbox"/> NONE

12.  ADDITIONAL SECURED PARTY'S or  ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers  timber to be cut or  as-extracted collateral, or is filed as a  fixture filing.

14. Description of real estate:

**BLOCKS THREE (3) AND FOUR (4) OF HORNBACK AND BEVINGTON'S ADDITION TO THE CITY OF WINTERSET, MADISON COUNTY, IOWA AND THE VACATED ALLEYS RUNNING NORTH AND SOUTH IN EACH OF SAID BLOCKS, AND THE VACATED STREET RUNNING NORTH AND SOUTH BETWEEN SAID BLOCKS, EXCEPT LOT TEN (10) OF SAID BLOCK THREE (3), AND EXCEPT THE WEST 8 1/4 FEET OF THE NORTH 66 FEET OF THE SAID VACATED ALLEY IN SAID BLOCK THREE (3).**

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a  Trust or  Trustee acting with respect to property held in trust or  Decedent's Estate

18. Check only if applicable and check only one box.

Debtor is a TRANSMITTING UTILITY

Filed in connection with a Manufactured-Home Transaction

Filed in connection with a Public-Finance Transaction

## FIXTURE FILING EXHIBIT

**Grantor:** QHC FACILITIES, LLC; QHC MANAGEMENT, LLC;  
CRESTRIDGE, INC.; CRESTVIEW ACRES, INC.;  
QHC FORT DODGE VILLA, LLC; QHC HUMBOLDT  
NORTH, LLC; QHC HUMBOLDT SOUTH, LLC; QHC  
MITCHELLVILLE, LLC; QHC VILLA COTTAGES,  
LLC; QHC WINTERSET NORTH, LLC; and QHC  
WINTERSET SOUTH, LLC  
8350 HICKMAN RD SUITE 15  
CLIVE, IA 50325

**Lender:** Access Bank  
210 N. 78th Street  
Omaha, NE 68114  
(402) 763-6000

This FIXTURE FILING EXHIBIT is attached to and by this reference is made a part of the Commercial Security Agreement, dated May 1, 2011, and executed in connection with a loan or other financial accommodations between ACCESS BANK ("Secured Party") and QHC FACILITIES, LLC; QHC MANAGEMENT, LLC; CRESTRIDGE, INC.; CRESTVIEW ACRES, INC.; QHC FORT DODGE VILLA, LLC; QHC HUMBOLDT NORTH, LLC; QHC HUMBOLDT SOUTH, LLC; QHC MITCHELLVILLE, LLC; QHC VILLA COTTAGES, LLC; QHC WINTERSET NORTH, LLC; and QHC WINTERSET SOUTH, LLC ("individually and collectively, "Debtor").

Debtor hereby irrevocably grants and conveys to Secured Party, in trust, with power of sale and right of entry and possession all of Debtor's estate, right, title and interest in, to and under and grant to Secured Party a security interest in any and all of the following described property which is (except where the context otherwise requires) herein collectively called the "Property", whether now owned or held or hereafter acquired, and any proceeds, products, accessories, rents, profits, and substitutions thereof or thereto, including:

- A. The real property, as described in Exhibit "A" attached here to and made a part thereof, together with all of the easements, rights, privileges, franchises agreements, licenses and/or operating agreements, and appurtenances belonging to or in any way pertaining thereto whatsoever, either at law or in equity ("Premises");
- B. All structures, buildings, fixtures and improvements of every kind and description now or at any time hereafter located on or used in connection with the Premises, including any additions, renewals, substitutions, and/or replacements thereof ("Improvements"); (Premises and Improvements collectively referred to as "Real Estate");
- C. All articles of personal property, including any renewals, replacements or additions thereto, including fillings, furniture and furnishings, and installations, shelving, partitions, doorstops, equipment and machinery, vaults, elevators, dumbwaiters, awnings, window shades, drapes, drapery rods and brackets, venetian blinds, gas and electric light fixtures, fire hoses and brackets, and boxes for the same, fire sprinklers, security and fire alarm systems, screens, linoleum, carpets, plumbing, laundry tubs and trays, laundry equipment of any type, washers, dryers, iceboxes, refrigerators, appliances, heating units, boiler, furnaces, and heaters, stoves, ovens, water heaters, sinks, water closets, basins, pipes, faucets, and other air conditioning, plumbing and heating fixtures, communication systems, and all specifically designed installations and furnishings, now or at any time hereafter located on or used in any way in connection with the use, enjoyment, occupancy or operation of the Premises or the Improvements and owned by Debtor in which Debtor now has or hereafter acquires an interest, and all other fixtures, and personal property, building materials and equipment of whatever kind and nature, now or hereafter delivered to the Premises and intended to be installed or placed in or about the Improvements and all goods, equipment, chattels and personal property as are usually furnished or used by the Landlords in letting Premises of the character of the real estate;
- D. All Right, title and interest of Debtor in and to all streets, roads and public places, opened or proposed, and all easements and rights of way, public or private, tenements, hereditaments, rights and appurtenances, now or hereafter used in connection with, belonging or appertaining to, the Premises;
- E. All general intangibles relating to the development or use of the Premises, including but not limited to all governmental permits relating to construction on the Premises, all names under or by which the Premises or any improvements on the Premises may at any time be operated or any variant thereof, and all trade names, trademarks and goodwill in any way relating to the Premises;
- F. All reserves, deferred payments, deposits, refunds, cost savings, and payment of any kind or nature relating to the construction of any improvements on the Premises or otherwise relating to the Premises or to any of the property described herein;
- G. All presently owned or hereafter acquired rights of Debtor with respect to water taps, sewer taps, and/or utility deposits;
- H. Any and all claims, judgments, awards of damages, compensation paid or payable, and settlements hereafter made as a result of or in lieu of any taking of the Premises or any part thereof or interest therein under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Premises or the improvements thereon or any part thereof or interest therein, including any award for change of grade of streets, and all proceeds of the conversions, voluntary or involuntary, of any of the foregoing into cash or liquidated claims;
- I. All plans and specifications prepared for construction and improvements on the Premises and all studies, data, and drawings related thereto; and also all contracts and agreements of the Debtor relating to the aforesaid plans and specifications or to the aforesaid studies, data and drawings, or to the construction of improvements on the Premises;
- J. All presently owned or hereafter acquired rights of Debtor under all policies of insurance covering any of the foregoing property and all proceeds, loss of payments and premium refunds which may become payable with respect to such insurance policies;
- K. All of the rents, royalties, issues, profits, revenue, income and other benefits in any way arising from or relating to the Premises or Improvements, or both and all rights, title and interest of Debtor in and all leases of the Property now or hereafter entered into and all right, title and interest or Debtor thereunder, deposited thereunder to secure performance by the lessees of their obligations thereunder; subject to however, the provisions contained in the Assignment of Rents.