

BK: 2016 PG: 1614
Recorded: 6/10/2016 at 8:17:58.0 AM
Fee Amount: \$22.00
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

Secured Party:
Access Bank
8712 W Dodge Rd
Omaha, NE 68114

Debtor:
QHC Winterset South, LLC
715 South 2nd Street
Winterset, IA 50273

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) CONNOR KELLEY
B. E-MAIL CONTACT AT FILER (optional) CKELLEY@ACCESSBANK.COM
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> <p>ACCESS BANK 8712 W DODGE RD OMAHA, NE 68114</p> </div>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
20111298

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. **PARTY INFORMATION CHANGE:**

Check one of these two boxes:

AND Check one of these three boxes to:

This Change affects Debtor or Secured Party of record CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ADD name: Complete item 7a or 7b, and item 7c DELETE name: Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME QHC WINTERSET SOUTH, LLC			
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME			
OR	7b. INDIVIDUAL'S SURNAME		
	INDIVIDUAL'S FIRST PERSONAL NAME		
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX		

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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8. **COLLATERAL CHANGE:** Also check one of these four boxes: ADD collateral; DELETE collateral; RESTATE covered collateral; ASSIGN collateral
Indicate collateral:

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME ACCESS BANK			
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

10. OPTIONAL FILER REFERENCE DATA:

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form
20111298

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form

12a. ORGANIZATION'S NAME ACCESS BANK	
OR	
12b. INDIVIDUAL'S SURNAME	
FIRST PERSONAL NAME	
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

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13. Name of DÉBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see Instruction Item 13): Provide only one Debtor name (13a or 13b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see instructions if name does not fit

13a. ORGANIZATION'S NAME QHC WINTERSET SOUTH, LLC				
OR	13b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral):

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

15. This FINANCING STATEMENT AMENDMENT:
 covers timber to be cut covers as-extracted collateral is filed as a fixture filing

16. Name and address of a RECORD OWNER of real estate described in item 17 (if Debtor does not have a record interest):

17. 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 ¼ FEET OF THE NORTH 66 FEET OF THE SAID VACATED ALLEY IN SAID BLOCK THREE (3).

18. MISCELLANEOUS:

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 of 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.