

EXHIBIT "B"
TO UCC-1 FINANCING STATEMENT BY AND BETWEEN
GREAT PLAINS ASSISTED LIVING, L.L.C., AS DEBTOR,
AND
GMAC COMMERCIAL MORTGAGE CORPORATION,
AS SECURED PARTY

1.0 DEFINED TERMS. As used in this Financing Statement, the following terms shall have the following meanings:

"Accounts" means any rights of Debtor arising from the operation of the Facility to payment for goods sold or leased or for services rendered, not evidenced by an Instrument, including, without limitation, (i) all accounts arising from the operation of the Facility and (ii) all rights, if any, to payment from Medicaid or Medicare programs, or similar state or federal programs, boards, bureaus or agencies and rights to payment from patients, residents, private insurers, and others arising from the operation of the Facility, including rights to payment pursuant to Reimbursement Contracts. Accounts shall include the proceeds thereof (whether cash or noncash, moveable or immoveable, tangible or intangible) received from the sale, exchange, transfer, collection or other disposition or substitution thereof.

"Appurtenant Rights" means all air rights, development rights, zoning rights, easements, rights-of-way, strips and gores of land, vaults, streets, roads, alleys, tenements, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter appurtenant to, or used in connection with, or located on, under or above the Land, or any part or parcel thereof, and all ground leases, estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions, and remainders whatsoever, in any way belonging, relating or appertaining to the Land, or any part thereof.

"Equipment" means all beds, linen, televisions, carpeting, telephones, cash registers, computers, lamps, glassware, rehabilitation equipment, restaurant and kitchen equipment, and other fixtures and equipment of Debtor located on, attached to or used in connection with the Land or the Facility; provided, however, that with respect to any items which are leased and not owned by Debtor, the Equipment shall include the leasehold interest only of Debtor together with any options to purchase any of said items and any additional or greater rights with respect to such items which Debtor may hereafter acquire.