



UCC

LIEN NO. 94120015

2100 EAST BARNETT LL

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

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

B. E-MAIL CONTACT AT FILER [optional]

swhitney@polsinelli.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Data Research, Inc.
7185 SW Sandburg Street, Suite 110
Portland, OR 97223

5 pgs

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

2100 East Barnett LLC

OR

1b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

1c. MAILING ADDRESS

4835 Northeast 26th Avenue

CITY

Portland

STATE

OR

POSTAL CODE

97211

COUNTRY

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 1 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

Legacy Bank & Trust Company

OR

3b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

3c. MAILING ADDRESS

3250 E. Sunshine

CITY

Springfield

STATE

MO

POSTAL CODE

6580

COUNTRY

USA

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

All assets and personal property of Debtor including the assets and personal property listed on Exhibit A.

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 Representative6. Check only if applicable and check only one box:☐ Public-Finance Transaction☐ A Debtor is a Transmitting Utility

7. ALTERNATIVE DESIGNATION (if applicable):

☐ Lessee/Lessor☐ Consignee/Consignor☐ Seller/Buyer☐ Bailee/Bailor☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA

EXHIBIT A

Financing Statement (continued)

Name of Debtor: **2100 EAST BARNETT LLC**, an Oregon limited liability company

Name of Secured Party: **LEGACY BANK & TRUST COMPANY**,
a Missouri chartered trust company with banking powers

Item No. 4: This Financing Statement covers the following collateral of Debtor as described in the following:

1. All of Debtor's right, title and interest to the Development Agreement dated February 29, 2025 between Debtor and **NCD CONSULTING, LLC**, an Oregon limited liability company.

2. Debtor's right, title and interest in and to the Management Agreement dated February 19, 2025 by and between Debtor and **CASCADE MANAGEMENT, INC.**, an Oregon corporation.

3. All of Debtor's right, title and interest in and to:

a. the AIA A101 (2017) Standard Form of Agreement Between Owner and Contractor], dated February 21, 2025 entered into between the Debtor, as owner, and **ADROIT CONSTRUCTION CO, INC.**, an Oregon corporation (the "**Construction Contract**");

b. all interests or rights Debtor may now or hereafter have in those certain subcontracts to perform portions of work under the Construction Contract (such agreements as they may from time to time hereafter be supplemented, modified or amended are herein collectively referred to as the "**Subcontracts**"); and

c. all other construction contracts now or hereafter entered into in connection with the construction of the Project;

4. All of Debtor's right, title and interest in, to and under the following documents, instruments, together with all amendments, modifications and supplements thereto (collectively the "**Architectural Documents**");

a. that Standard Form of Agreement Between Owner and Architect B101-2017 (the "**Architectural Agreement**"), executed by and between Assignor and **ORW ARCHITECTURE, INC.**, an Oregon corporation ("**Architect**") on December 6, 2024;

b. those certain architectural drawings, plans and specifications described on Exhibit B of the Assignment – Architect Agreement; and

c. all future drawings, plans and specifications prepared by Architect or any other entity in connection with the Project.

5. All of Debtor's right, title, interest which Debtor now has or may later acquire which are intended to be used or are actually used on or near the real property legally described on Exhibit A attached hereto and incorporated herein (the "**Property**") including, without limitation: (i) all goods now owned or hereafter acquired by Debtor that are intended to be used or are actually used so as to become fixtures on the Property; (ii) equipment, furniture, trade fixtures and other personal property and construction materials and supplies used or intended to be used on the Property, whether or not stored on the Property; (iii) all of the Property which constitutes personal property or fixtures; (iv) all property in which a security interest may be created pursuant to the Uniform Commercial Code (or any similar laws) of the state in which the Property is located including all goods, inventory, equipment, accounts, accounts receivable, contract rights, general intangibles, chattel paper, documents, documents of title, instruments, and securities located on or generated by or used in connection with the ownership or operation of the Property; (v) with respect to the foregoing, all replacements and substitutions therefor, additions and accessions thereto and cash and non-cash proceeds thereof; (vi) any and all buildings, structures, improvements, alterations or appurtenances now or hereafter situated or to be situated on the Property (collectively the "**Improvements**"); (vii) all streets, roads, alleys, easements, rights of way, licenses, rights of ingress and egress, vehicle parking rights and public places, existing or proposed, abutting, adjacent, used in connection with or pertaining to the Property or the Improvements; (viii) any strips or gores between the Property and abutting or adjacent properties; (ix) all options to purchase the Property or the Improvements or any portion thereof or interest therein, and any greater estate in the Property or the Improvements; (x) all water and water rights, timber, crops and mineral interests on or pertaining to the Property; (xi) all fixtures, heating, ventilation, air conditioning and refrigeration equipment, boilers, piping, wiring, cabling, plumbing and lighting fixtures, sprinklers, fire extinguishing apparatus, now owned or hereafter acquired by Debtor, which are now or hereafter attached to or situated in, on or about the Property or the Improvements and used in or necessary to the complete and proper planning, development, use, occupancy or operation thereof, and all renewals and replacements of, substitutions for and additions to the foregoing, but excluding all trade fixtures and equipment not dedicated to the use and mechanical function of the Improvements; (xii) plans and specifications for the Improvements; (xiii) Debtor's rights, but not liability for any breach by Debtor, under all insurance policies (or additional or supplemental coverage related thereto, including from an insurance provider meeting the requirements of the Secured Party or from or through any state or federal government sponsored program or entity), contracts and agreements for the design, construction, operation or inspection of the Improvements related to the Project or the Accessories or the operation thereof; (xiv) deposits and deposit accounts arising from or related to any transactions related to the Project or the Accessories (but not to the extent derived from the operation of any business on the Project) (including but not limited to Debtor's rights in tenants' security deposits, deposits with respect to utility services to the Project, and any deposits or reserves hereunder or under any other Loan Documents for taxes, insurance or otherwise), rebates or refunds of impact fees or other taxes, assessments or charges, money, accounts, instruments, documents, promissory notes and chattel paper whether tangible or electronic arising from or by virtue of any transactions related to the Project or any accessories; (xv) permits, licenses, franchises, certificates, development rights, commitments and rights for utilities, and other rights and privileges obtained in connection with the Project or any accessories, excluding any of the foregoing to the extent obtained in connection with the operation of any business on the Project; (xvi) leases, rents, royalties, bonuses, issues, profits, revenues and other benefits of the Project; (xvii) as-extracted collateral produced from or

allocated to the Property including, without limitation, oil, gas and other hydrocarbons and other minerals and all products processed or obtained therefrom, and the proceeds thereof; (xviii) engineering, accounting, title, legal, and other technical or business data concerning the Property (excluding the foregoing to the extent they concern the operation of any business on the Project) which are in the possession of Debtor or in which Debtor can otherwise grant a security interest; (xix) accounts and proceeds (cash or non-cash and including payment intangibles) of or arising from the properties, rights, titles and interests, including but not limited to proceeds of any sale, lease or other disposition thereof, proceeds of each policy of insurance relating thereto (including premium refunds), proceeds of the taking thereof or of any rights appurtenant thereto, including change of grade of streets, curb cuts or other rights of access, by condemnation, eminent domain or transfer in lieu thereof for public or quasi public use under any law, and proceeds arising out of any damage thereto; (xx) all letter of credit rights (whether or not the letter of credit is evidenced by a writing) Debtor now has or hereafter acquires relating to the properties, rights, titles and interests; (xxi) all commercial tort claims Debtor now has or hereafter acquires relating to the properties, rights, titles and interests; and (xxii) other interests of every kind and character which Debtor now has or hereafter acquires in, to or for the benefit of the properties, rights, titles and interests including but not limited to rights of ingress and egress and remainders, reversions and reversionary rights or interests..

6. All of Debtor's right, title and interest to:

a. The Operating Agreement, as it may be amended, supplemented, and/or restated from time to time.

b. All certificates, instruments, accounts, and general intangible (including payment intangibles).

c. All books and records, computer-readable memory, and any computer hardware or software (including embedded software) necessary to process such memory.

SCHEDULE 1
LEGAL DESCRIPTION

From the intersection of the East line of Donation Land Claim No. 50 in Township 37 South, Range 1 West of the Willamette Meridian in Jackson County, Oregon, with the Southerly right of way of County Road (Barnett Road), measure 500 feet Easterly along said right of way line to the Point of Beginning; thence South 339 feet; thence East 150 feet; thence North 369 feet to an intersection with the Southerly line of said County Road; thence South 76° 51' West, along said Southerly line of said County Road, 150 feet to the Point of Beginning. Excepting Therefrom the South 37.20 feet as more fully described in Warranty Deed recorded as Document No. 90-23824, Official Records, Jackson County, Oregon. Also excepting therefrom that portion of land conveyed to the City of Medford, an Oregon Municipal Corporation, by Deed recorded February 13, 1998 as Document No. 98-05466.

Also excepting therefrom that portion dedicated to the public of the City of Medford per Dedication of Street Right-of Way, recorded December 20, 2024 as Document No. 2024-026186, Official Records Jackson County, Oregon.