



UCC

LIEN NO. 94131292

CENTURION FOUNDATION

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional)
B. E-MAIL CONTACT AT SUBMITTER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
<div style="border: 1px solid black; padding: 5px;"> Data Research, Inc. 7185 SW Sandburg Street, Suite 110 Portland, OR 97223 </div>
6 pgs
SEE BELOW FOR SECURED PARTY CONTACT INFORMATION

Print

Reset

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				
CENTURION FOUNDATION RIVERBEND, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
One Buckhead Plaza; 3060 Peachtree Road NW, Suite 1030	Atlanta	GA	30305	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 2 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				
UMB Bank, N.A., as Trustee				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
6440 S. Millrock Drive, Suite 400	Salt Lake City	UT	84121	USA

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

See Schedule I attached hereto and made a part hereof.

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 Representative

6a. Check only if applicable and check only one box: Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

To be filed at the Oregon SOS. Total of 6 pages. 25783995

Schedule I to
UCC Financing Statement

Debtor: Centurion Foundation Riverbend, LLC
One Buckhead Plaza
3060 Peachtree Road NW, Suite 1030
Atlanta, Georgia 30305
Attention: Benjamin M. Mingle

Secured Party: UMB Bank, N.A., as Trustee
6440 S. Millrock Drive, Suite 400
Salt Lake City, Utah 84121
Attention: Specialty Corporate Trust SLC

This Financing Statement covers the following types (or items) of property under that certain LEASEHOLD DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING STATEMENT DATED as of March, 5th, 2025 (the "Deed of Trust") from Debtor to Secured Party:

THE PROPERTY

All of the Debtor's estate, right, title, interest, claim and demand as tenant in, to and under, the Ground Lease (as defined in the Deed of Trust), including all extensions and renewals of the term thereof, and all existing or future amendments, supplements or modifications of the Ground Lease, and the leasehold interest created under the Ground Lease in and to the parcel of land in County of Lane, City of Springfield, State of Oregon, described in Exhibit A attached hereto and made a part hereof, together with the entire interest of the Debtor in and to all buildings, structures, improvements and appurtenances now standing, or at any time hereafter constructed or placed, upon such land, including all right, title and interest of the Debtor, if any, in and to all building material, building equipment and fixtures of every kind and nature whatsoever on said land or in any building, structure or improvement now or hereafter standing on said land which are classified as fixtures under applicable law and which are used in connection with the operation, maintenance or protection of said buildings, structures and improvements as such (including, without limitation, all boilers, air conditioning, ventilating, plumbing, heating, lighting and electrical systems and apparatus, all communications equipment and intercom systems and apparatus, all sprinkler equipment and apparatus and all elevators and escalators) and the reversion or reversions, remainder or remainders, in and to said land, and together with the entire interest of the Debtor in and to all and singular the tenements, hereditaments, easements, rights of way, rights, privileges and appurtenances to said land, belonging or in anywise appertaining thereto, including, without limitation, the entire right, title and interest of the Debtor in, to and under any streets, ways, alleys, gores or strips of land adjoining said land, and all claims or demands whatsoever of the Debtor either in law or in equity, in possession or expectancy, of, in and to said land, it being the intention of the parties hereto that, so far as may be permitted by law, all property of the character hereinabove described, which is now owned or is hereafter acquired by the Debtor and is affixed or attached or annexed to said land, shall be and remain or become and constitute a portion of said land and the security covered by and subject to the lien of the Deed of Trust, together with all accessions, parts and appurtenances appertaining or attached thereto and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to any and all thereof, and together with all rents, income, revenues, awards, issues and profits thereof, and the present and continuing right to make claim for, collect, receive and receipt for any and all of such rents, income, revenues, awards, issues and profits arising therefrom or in connection therewith (collectively, the "Property").

THE LEASE, THE OTHER LEASES, RENTS AND THE LEASE GUARANTIES

The Lease (as defined in the Deed of Trust), the Other Leases (as defined in the Deed of Trust), if any, and all of the Debtor's estate, right, title, interest, claim and demand as landlord in, to and under the Lease and the Other Leases, including all extensions and renewals of the term thereof, and all existing or future amendments, supplements or modifications of the Lease and the Other Leases (and to any short memorandum form of the Lease and the Other Leases executed for recording purposes), together with all rights, powers, privileges, options and other benefits of the Debtor, if any, in, to and under the Lease Guaranties (as defined in the Deed of Trust), if any, and all rights, powers, privileges, options and other benefits of the Debtor as landlord under the Lease and the Other Leases, including, without limitation, (a) the immediate and continuing right (whether or not an Event of Default under the Deed of Trust shall have occurred and be continuing) to receive and collect all rents (whether as fixed rent, basic rent, percentage rent, additional rent or otherwise), income, revenues, issues, profits, insurance proceeds, condemnation awards, bankruptcy claims, liquidated damages, purchase price proceeds and other payments, tenders and security payable to or receivable by the landlord under the Lease and the Other Leases; (b) if the Tenant exercises any right, or shall be required, to purchase the Granted Property or the landlord's interest therein, the right and power (such power and right being coupled with an interest) to execute and deliver as agent and attorney-in-fact of the landlord under the Lease and the Other Leases, an appropriate deed or other instruments of transfer necessary or appropriate for the conveyance and transfer to the purchaser of the Granted Property or the portion thereof being so purchased, and all interest of the landlord therein and to perform in the name and for and on behalf of the landlord, as such agent and attorney-in-fact, any and all other necessary or appropriate acts with respect to any such purchase, conveyance and transfer; (c) the right to make all waivers, consents and agreements; (d) the right to give and receive copies of all notices and other instruments or communications; (e) the right to take such action upon the occurrence of an event of default or default under the Lease, the Other Leases and the Lease Guaranties, including the commencement, conduct and consummation of legal, administrative or other proceedings, as shall be permitted by the Lease, the Other Leases, the Lease Guaranties, or by law; and (f) the right to do any and all other things whatsoever which the Debtor or any landlord is or may be entitled to do under the Lease, the Other Leases and the Lease Guaranties, or by law.

CONDEMNATION AWARDS

All of the right, title and interest of the Debtor in and to any award or awards or settlements or payments heretofore made or hereafter to be made by any municipal, county, state or federal authorities to the present or any subsequent owners of the Granted Property, including without limitation any award or awards, or settlements or payments, hereafter made resulting from (i) condemnation proceedings or the taking of the Granted Property, or any part thereof, under the power of eminent domain; or (ii) the alteration of grade or the location or the discontinuance of any street adjoining the Granted Property or any portion thereof, or (iii) any other injury to or decrease in value of the Granted Property; and the Debtor agrees to execute and deliver from time to time such further instruments as may be requested by the Secured Party to confirm such assignment to Secured Party of any such award, damage, payment or other compensation.

PERSONAL PROPERTY

All tangible and intangible personal property now owned or at any time hereafter acquired by the Debtor of every nature and description, and used in any way in connection with the Granted Property, or any other portion of the same, including, without limitation, all inventory; goods; materials; supplies; equipment; furnishings; fixtures; accounts; accounts receivable; chattel paper; documents; instruments;

investment property; money; bank accounts (including, without limitation, the Escrow Reserves (as defined in the Escrow and Servicing Agreement (as defined in the Deed of Trust)) and any accounts or reserves held by Secured Party or by the Escrow Agent (as defined in the Deed of Trust) under the terms of the Escrow and Servicing Agreement and the Project Account and any accounts or reserves held by Secured Party or by the Construction Escrow Agent under the terms of the Construction Escrow Agreement (as defined in the Deed of Trust)); deposit accounts; security deposits; claims to rebates, refunds or abatements of real estate taxes or any other taxes; contract rights, plans and specifications; permits, licenses and general intangibles; the rights of the Debtor under contracts or construction or other warranties, with respect to the Granted Property or any portion thereof; signs, brochures, advertising and good will.

OTHER AND AFTER-ACQUIRED PROPERTY

Any and all moneys and other property (including each amendment or supplement to any and all instruments included in the Granted Property) which may from time to time, by delivery to the Trustee or the Secured Party or by any instrument, including the Deed of Trust, be subjected to such lien by the Debtor or by anyone on behalf of the Debtor or with the consent of the Debtor, or which may come into the possession or be subject to the control of the Trustee or the Secured Party pursuant to the Deed of Trust, or pursuant to any instrument included in the Granted Property, it being the intention of the Debtor and the Secured Party and it being thereby agreed by them that all property hereafter acquired by the Debtor and required to be subjected to the lien of the Deed of Trust or intended so to be shall forthwith upon the acquisition thereof by the Debtor be as fully embraced within the lien of the Deed of Trust as if such property were now owned by the Debtor and were specifically described in the Deed of Trust and granted thereby or pursuant thereto.

PROCEEDS, PRODUCTS, PROFITS, OFFSPRING, ETC.

All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or other liquidated claims, including, without limitation, all proceeds of insurance and condemnation awards and payments and all products, offspring, profits, additions, accessions, substitutions and replacements of any of the foregoing it being intended that all Granted Property, including without limitation, any and all such proceeds, products, offspring, profits, additions, accessions, substitutions and replacements, owned or held by the Company prior to any bankruptcy filing or similar action or proceeding shall continue to be subject to the lien of the Deed of Trust after any such bankruptcy filing or similar action or proceeding.

THE GROUND LEASE

The Ground Lease (as defined in the Deed of Trust) and all of the Debtor's estate, right, title, interest, claim and demand as tenant in, to and under, the Ground Lease, including all extensions and renewals of the term thereof, and all existing or future amendments, supplements or modifications of the Ground Lease.

SUBJECT, HOWEVER, as to all property or rights in property at any time subject to the lien of the Deed of Trust (whether now owned or hereafter acquired), to the following:

(a) The agreement of the parties hereto that any and all improvements, trade fixtures, signs, furniture, furnishings, equipment, machinery or other tangible or intangible personal property located on the Granted Property not owned by the Debtor, whether or not classified as fixtures under applicable law, are expressly excluded from the lien and security interest created by the Deed of Trust, and that the same shall in no instance be deemed to be encompassed within the term "Granted Property"; and

(b) The Permitted Encumbrances, as defined in Section 1 of the Deed of Trust; and

(c) Excepted Rights.

All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Deed of Trust.

EXHIBIT A
Legal Description

The Property referred to herein below is situated in the County of Lane, State of Oregon, and is described as follows:

PARCEL 1, LAND PARTITION PLAT NO. 2025-P3230, AS PLATTED AND RECORDED JANUARY 22, 2025, INSTRUMENT NO. 2025-001894, LANE COUNTY DEEDS AND RECORDS, IN LANE COUNTY, OREGON.