



UCC

LIEN NO. 94174111

WICKIUP STATION APAR

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER [optional]
B. E-MAIL CONTACT AT FILER [optional]
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
<div style="border: 1px solid black; padding: 10px; margin: 0 auto; width: 80%;"> <p>Data Research, Inc. 7185 SW Sandburg Street, Suite 110 Portland, OR 97223</p> </div>
4 pg

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				
Wickiup Station Apartments, LP				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
69 Newport Ave, Ste 200		Bend	OR	97703
				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				
FFAH V Wickiup Station, LLC				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
69 Newport Ave, Ste 200		Bend	OR	97703
				COUNTRY
				USA

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				
Umpqua Bank				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
PO Box 1580		Roseburg	OR	97470
				COUNTRY
				USA

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

See attached Schedule 1.

5. Check <u>only</u> if applicable and check only one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative				
6. Check <u>only</u> if applicable and check only one box:				
<input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility				
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licenser				
8. OPTIONAL FILER REFERENCE DATA				

**SCHEDULE 1 TO UCC-1
FINANCING STATEMENT**

Debtors: Wickiup Station Apartments, LP ("Borrower")
 FFAH V Wickiup Station, LLC ("Pledging Partner")

Secured Party: Umpqua Bank

All of Borrower's or Pledging Partner's interest in and right and title to all the following (collectively, the "Tax Credit Collateral"):

- a) Borrower's Amended and Restated Limited Partnership Agreement, dated as of April 24 , 2025 (the "Partnership Agreement"), and all documents executed pursuant thereto, including, without limitation, all benefits and rights of Borrower and Pledging Partner to enforce the obligations of NEF Assignment Corporation, as nominee (together with its successors or assigns, the "Investor"), to Borrower or Pledging Partner pursuant to and under the Partnership Agreement;
- b) All rights of Borrower and Pledging Partner, or any of them, to receive the capital contributions and any other payments to be paid by the Investor for the Investor's interest in Borrower under Partnership Agreement, whether in the form of capital contributions or otherwise;
- c) All security, promissory notes and other instruments and evidence, if any, given or to be given by the Investor to Borrower pursuant to the Partnership Agreement to secure or fulfill the Investor's obligations under the Partnership Agreement;
- d) To the extent that the same may legally be assigned following foreclosure or delivery of a deed in lieu thereof, all allocations, reservations, carryover allocations, and commitments of all low-income-housing tax credits for the 39-unit affordable-housing development to be constructed in Deschutes County, Oregon, on the real property described on Exhibit A attached hereto (the "Project");
- e) All the interests in Borrower held by Pledging Partner, all rights of Pledging Partner as general partner of Borrower, and the proceeds and products thereof, including, without limitation, Pledging Partner's right to vote on partnership matters, and all distribution fees, returns of capital, distributions, share of profits, tax credits, income, surplus, repayment of loans or advances and other property rights and interests that Pledging Partner may at any time be entitled to receive on account of such interests;
- f) All payments due, paid or to be paid to Borrower or Pledging Partner, or any of them, or any of Pledging Partner's affiliates by Borrower, as fees, returns of capital, distributions, share of profits, tax credits, other tax benefits, income, surplus, repayment of loans or advances or for any other purpose;

g) All construction money held by or on behalf of Borrower with respect to the Project;

h) All construction accounts, accounts receivable, chattel paper, instruments, documents, general intangibles, or rights to payment with respect to any of the foregoing; and

i) All proceeds, replacements and renewals of any of the foregoing, including all securities, guaranties, warranties, indemnity agreements, insurance policies and other agreements pertaining to the same or the property described therein, together with whatever is receivable or received when any of the Tax Credit Collateral is sold, collected, exchanged or otherwise disposed of, whether such disposition is voluntary or involuntary, including, without limitation, all rights to payment with respect to any cause of action affecting or relating to any of the foregoing.

**EXHIBIT A
TO SCHEDULE 1
TO UCC-1 FINANCING STATEMENT**

Legal Description of Real Property

Parcel A

Lot 9, Block 1, La Pine Meadows No., recorded November 30, 1979, in Cabinet B, Page 703, Deschutes County, Oregon.

Parcel B

Easements for ingress and egress, recorded on __4/24/2025____, under recording no. __2025-10269____, and recorded on __4/24/2025____, under recording no. __2025-10270____