




UCC LIEN NO. 94174899 HALSEY CROSSING LLC

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)



COGENCYGLOBAL
698 12th ST SE, SUITE 200
SALEM, OR 97301

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
HALSEY CROSSING LLC

OR

1b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
21632 SE Stark Street Gresham OR 97030 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
BDS V MORTGAGE CAPITAL G LLC

OR

3b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
300 Park Avenue, 17th Floor New York NY 10022 USA

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

SEE RIDER A AND EXHIBIT A 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

6b. Check only if applicable and check only one box: 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:
Halsey Crossing - File with Oregon Secretary of State

45142502137
Fidelity National Title of Oregon

RIDER A
TO
UCC-1 FINANCING STATEMENT

DEBTOR
HALSEY CROSSING LLC

SECURED PARTY
BDS V MORTGAGE CAPITAL G LLC

This financing statement covers the following property, rights, interests and estates now owned, or hereafter acquired by Debtor (collectively, the "**Property**"):

(a) Land. The real property described in Exhibit A attached hereto and made a part hereof (collectively, the "**Land**");

(b) Additional Land. All additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of the Security Instrument (defined below);

(c) Improvements. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the "**Improvements**");

(d) Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements, and the reversions and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, rights of dower, rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Land and the Improvements, and every part and parcel thereof, with the appurtenances thereto;

(e) Equipment. All "equipment," as such term is defined in Article 9 of the Uniform Commercial Code (as hereinafter defined), now owned or hereafter acquired by Debtor, which is used at or in connection with the Improvements or the Land or is located thereon or therein (including, but not limited to, all machinery, equipment, furnishings, and electronic data-processing and other office equipment now owned or hereafter acquired by Debtor and any and all additions, substitutions and replacements of any of the foregoing), together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto (collectively, the "**Equipment**"). Notwithstanding the foregoing, Equipment shall not include any property belonging to tenants under leases except to the extent that Debtor shall have any right or interest therein;

(f) Fixtures and Personal Property. All Equipment now owned, or the ownership of which is hereafter acquired, by Debtor which is so related to the Land and Improvements forming part of the Property that it is deemed fixtures or real property under the law of the particular state in which the Equipment is located, including, without limitation, all building or construction materials intended for construction, reconstruction, alteration or repair of or installation on the Property, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements or the Land, including, but not limited to, engines, devices for the operation of pumps, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, laundry, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Debtor's interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof (collectively, the "**Fixtures**") and all furniture, furnishings, objects of art, machinery, goods, tools, supplies, appliances, general intangibles, contract rights, accounts, accounts receivable, franchises, licenses, certificates and permits, and all other personal property of any kind or character whatsoever as defined in and subject to the provisions of the Uniform Commercial Code, other than Fixtures, which are now or hereafter owned by Debtor and which are located within or about the Land and the Improvements, together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof (collectively, the "**Personal Property**"), and the right, title and interest of Debtor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "**Uniform Commercial Code**"), superior in lien to the lien of the Security Instrument and all proceeds and products of the above;

(g) Leases and Rents. All leases, subleases, subsubleases, lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of the Land and the Improvements, and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into, whether before or after the filing by or against Debtor of any petition for relief under any Creditors Rights Laws (collectively, the "**Leases**") and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, cash, letters of credit or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, early termination fees and payments and other termination fees and payments, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits),

accounts, cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Debtor or its agents or employees from any and all sources arising from or attributable to the Property, including, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of property (including, without limitation, any amounts paid to Debtor pursuant to a purchase and sale agreement relating to a sale of the Property (including, without limitation, any liquidated or other damages paid to Debtor in connection therewith)) or rendering of services by Debtor or Manager and proceeds, if any, from business interruption or other loss of income insurance whether paid or accruing before or after the filing by or against Debtor of any petition for relief under any Creditors Rights Laws (collectively, the "**Rents**") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

(h) Insurance Proceeds. All insurance proceeds in respect of the Property under any Policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property (collectively, the "**Insurance Proceeds**");

(i) Condemnation Awards. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property by reason of any taking or condemnation, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property (collectively, the "**Awards**");

(j) Tax Certiorari. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

(k) Rights. The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Secured Party in the Property;

(l) Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or any business or activity conducted on the Land and any part thereof and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, upon the happening of any Event of Default hereunder, to receive and collect any sums payable to Debtor thereunder and all management, service, supply and maintenance contracts and agreements (collectively, the "**Agreements**");

(m) Intangibles. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

(n) Accounts. All reserves, escrows and deposit accounts maintained by Debtor with respect to the Property, including, without limitation, the Accounts; together with all deposits or wire transfers made to such accounts and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof;

(o) Interest Rate Protection Agreement. The Interest Rate Protection Agreement, including, but not limited to, all "accounts", "chattel paper", "general intangibles" and "investment property" (as such terms are defined in the Uniform Commercial Code as from time to time in effect) constituting or relating to the foregoing; and all products and proceeds of any of the foregoing;

(p) Proceeds. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing items, including, without limitation, Insurance Proceeds and Awards, whether cash, liquidation or other claims, or otherwise; and

(q) Other Rights. Any and all other rights of Debtor in and to the items set forth in subsections (a) through (p) above.

The record owner of the real property described in Exhibit A hereto is the Debtor.

All capitalized terms set forth herein but not otherwise defined are as defined in that certain Loan Agreement dated as of April 25, 2025 between Debtor and Secured Party, secured by that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing made by the Debtor to the Trustee (as defined therein) for the benefit of the Secured Party, dated as of April 25, 2025 (the "Security Instrument").

[NO FURTHER TEXT ON THIS PAGE]

EXHIBIT A

Legal Description

Parcel I

Part of that tract of land described in Document No. 2006-229754 and part of that tract of land described in Document No. 97-071357, Multnomah County Deed Records, located in the Southeast one-quarter of Section 28, Township 1 North, Range 3 East, of the Willamette Meridian, in the City of Fairview, County of Multnomah and State of Oregon, more particularly described as follows:

Beginning at the Northwest corner of said tract; thence South 00°06'22" West along the West line of said tract, a distance of 211.89 feet to the North line of said tract of land described in Document No. 97-071357, said line being on a 4382.00 foot radius curve concave Northwesterly; thence on said line, through said curve having a central angle of 00°46'12" (which chord bears North 82°22'52" East, a distance of 58.88 feet) and arc distance of 58.88 feet to a point; thence South 38°34'30" East, a distance of 34.80 feet to an angle point; thence South 00°28'10" East, a distance of 60.10 feet to the North right of way line of N.E. Halsey Street, being 40.00 feet North of centerline; thence North 58°31'38" East along said right of way line, a distance of 27.26 feet to a point; thence North 00°06'22" East, a distance of 320.31 feet to the North line of said tract in Document No. 2006-229754; thence South 67°28'00" West along said North line a distance of 112.60 feet to the point of beginning.

Parcel II

Part of that tract of land described in Document No. 2006-229754 and part of that tract of land described in Document No. 97-071357, Multnomah County Deed Records, located in the Southeast one-quarter of Section 28, Township 1 North, Range 3 East, of the Willamette Meridian, in the City of Fairview, County of Multnomah and State of Oregon, more particularly described as follows:

Beginning at a point on the North line of said tract in Document No. 2006-229754, said point being North 67°28'00" East, a distance of 112.60 feet from the Northwest corner of said tract; thence South 00°06'22" West, a distance of 320.31 feet to the North right of way line of N.E. Halsey Street, said right of way line being 40.00 feet North of centerline; thence North 58°31'38" East along said right of way line, a distance of 69.26 feet to the beginning of a 756.25 foot radius curve concave Southeasterly; thence continuing along said right of way line, through said curve having a central angle of 01°30'11" (which chord bears North 59°16'44" East, a distance of 19.84 feet) and arc distance of 19.84 feet to a point; thence North 00°06'22" East, a distance of 310.05 feet to the North line of said tract in Document No. 2006-229754; thence South 60°35'14" West along said North line, a distance of 34.39 feet to an angle point in said North line; thence South 67°28'00" West continuing along said North line, a distance of 49.96 feet to the point of beginning.

EXCEPTING THEREFROM the following:

Beginning at the Northeast corner of "TRACT 2" as described in Multnomah County Deed Document No. 2009-004762; thence South 0°06'22" West 4.44 feet; thence South 67°25'18" West 32.44 feet; thence North 60°35'14" East 34.39 feet to the Point of Beginning.

Parcel III

Part of that tract of land described in Document No. 2006-229754 and part of that tract of land described in Document No. 97-071357, Multnomah County Deed Records, located in the Southeast one-quarter of Section 28, Township 1 North, Range 3 East, of the Willamette Meridian, in the City of Fairview, County of Multnomah and State of Oregon, more particularly described as follows:

Beginning at a point on the North line of said Tract in Document No. 2006-229754, said point being North 67°28'00" East, a distance of 162.56 feet and North 60°35'14" East, a distance of 34.39 feet from the Northwest corner of said tract; thence South 00°06'22" West, a distance of 310.05 feet to the North right of way line of N.E. Halsey Street, said right of way line being 40.00 feet North of centerline, said right of way line being on a 756.25 foot radius curve, concave Southeasterly; thence continuing along said right of way line, through said curve, having a central angle of 11°14'22" (which chord bears North 65°39'00" East, a distance of 148.11 feet) and arc distance of 148.11 feet to an angle point in said right of way line; thence North 18°43'50" West along said angle line, a distance of 5.00 feet to a point that is 45.00 feet Northerly of the centerline of S.E. Halsey Street and the beginning of a 761.25 foot radius curve concave southeasterly; thence continuing along said right of way line, through said curve, having a central angle of 05°34'46" (which chord bears North 74°03'34" East, a distance of 74.10 feet) and arc distance of 74.13 feet to an angle point in said right of way line; thence North 38°39'43" East along said angle line, a distance of 15.30 feet to the west right of way line of N.E. 223rd Avenue, being 30.00 feet west of centerline; thence North 00°00'45" East along said right of way line, a distance of 332.39 feet to the northeast corner of said tract in Document No. 2006-229754; thence South 60°35'14" West along the North line of said tract, a distance of 245.25 feet to the point of beginning.

EXCEPTING THEREFROM the following:

Beginning at a point on the North line of "Tract 3" as described in Multnomah County deed Document No. 2009-004762 which bears South 60°35'14" West 70.15 feet from the Northeast corner of said tract; thence South 17°04'08" East 25.05 feet; thence South 67°25'18" West 173.18 feet; thence North 0°06'22" East 4.44 feet; thence North 60°35'14" East 175.12 feet to the point of beginning.