



UCC

LIEN NO. 94196804

NORTH BEND FAMILY HO

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)



SEE BELOW FOR SECURED PARTY CONTACT INFORMATION

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

North Bend Family Housing Phase I LLC

OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY		STATE	POSTAL CODE
1700 Monroe Street	North Bend		OR	97459
				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 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

Banner Bank

OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY		STATE	POSTAL CODE
1 Parkcenter Drive, Suite 200	Sacramento		CA	95825
				COUNTRY
				USA

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

See Schedule "1" attached hereto and incorporated herein.

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 Representative6a. Check only if applicable and check only one box:☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility6b. Check only if applicable and check only one box:☐ Agricultural Lien ☐ Non-UCC Filing7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

Oregon Secretary of State (DOT) - Banner Bank - North Bend Family Housing Phase I - Deed of Trust Collateral

DEBTOR: North Bend Family Housing Phase I LLC

SECURED PARTY: Banner Bank

SCHEDULE 1

Item No. 4 (continued) Collateral Description: All rights, titles, interests, estates, powers and privileges that Debtor now has or may hereafter acquire in or to the following property and interests therein:

(a) The real property described in Exhibit A attached hereto (the "Land");

(b) All buildings and other improvements now owned or hereafter acquired by Debtor, now or at any time situated, placed or constructed upon the Land (the "Improvements");

(c) All fixtures, materials, supplies, equipment, apparatus and other items of personal property now owned or hereafter acquired by Debtor and now or hereafter, attached to, installed in or used in connection with any of the Improvements or the Land, and water, gas, electrical, telephone, storm and sanitary sewer facilities and all other utilities whether or not situated in easements, including without limitation all partitions, generators, screens, awnings, boilers, furnaces, pipes, plumbing, elevators, cleaning, call and sprinkler systems, fire extinguishing machinery and equipment, water tanks, heating, ventilating, air conditioning and air cooling machinery and equipment, gas and electric machinery and equipment, and other equipment, machinery and appliances and other fixtures of every kind and nature (the "Fixtures");

(d) All present and future goods, equipment and inventory, as those terms are defined in the Oregon Commercial Code, and all other present and future personal property of any kind or nature whatsoever, now or hereafter located at, upon or about the Land and/or Improvements, or used or to be used in connection with or relating or arising with respect to the Land and/or Improvements, or used or to be used in connection with or relating or arising with respect to the Land and/or Improvements, the use thereof or any improvements thereto, including without limitation all present and future furniture, furnishings, fixtures, goods, machinery, plumbing and plumbing material and supplies, concrete, lumber, hardware, electrical wiring and electrical material and supplies, heating and air conditioning material and supplies, roofing material and supplies, window material and supplies, doors, paint, drywall, insulation, cabinets, ceramic material and supplies, flooring, carpeting, appliances, fencing, landscaping and all other materials, supplies and property of every kind and nature;

(e) Present and future accounts, general intangibles, instruments, documents, chattel paper, investment property, instruments and documents, as such terms are defined in the Oregon Uniform Commercial Code, all letter of credit rights and all other personal property of any kind or character (the "Personalty");

(f) all reserves, escrows or impounds required under the Construction and Term Loan Agreement dated as of May 1, 2025 (the "Loan Agreement"), executed

DEBTOR:

North Bend Family Housing Phase I LLC

SECURED PARTY:

Banner Bank

by and between Debtor and Secured Party, and all deposit accounts maintained by Debtor, including, without limitation, all deposit accounts and other accounts and funds created under or pursuant to the Loan Agreement or the other Loan Documents (as defined in the Loan Agreement) (including, but not limited to, all accounts established under the Loan Agreement and the other Loan Documents into which the proceeds of the Loan are deposited), and all amounts now or hereafter on deposit therein, and all interest and other earnings thereon;

(g) (i) all plans, specifications, drawings and other documents and materials relating to the development of the Land and/or Improvements and/or any construction thereon; (ii) all use permits, occupancy permits, construction and building permits, and all other permits and approvals required by any governmental or quasi-governmental authority in connection with the development, construction, use, occupancy or operation of the Land and/or Improvements; (iii) any and all agreements relating to the development, use, occupancy and/or operation of the Land and/or Improvements, including without limitation construction, engineering, architectural, service, property management, landscaping, gardening, consulting and other contracts of every nature (to the extent the same are assignable); and (iv) all supplements, modifications and amendments to the foregoing and all present and future accessions, additions, attachments, replacements and substitutions of or to any or all of the foregoing;

(h) all leases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect) which grant to any Person (as defined in the Loan Agreement) (other than Debtor) a possessory interest in, or the right to use, all or any part of the Mortgaged Property (the "Leases");

(i) all of the rents, revenues, royalties, income, proceeds, profits, security and other types of deposits (including but not limited to letter of credit rights) subject to depositors' rights and requirements of law, and other benefits paid or payable by parties to the Leases for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying the Mortgaged Property;

(j) all other agreements, including but not limited to construction contracts, architects' agreements, engineers' contracts, utility contracts, maintenance agreements, management agreements, service contracts, listing agreements, guaranties, warranties, permits, licenses, certificates and entitlements in any way relating to the construction, use, occupancy, operation, maintenance, enjoyment or ownership of the Mortgaged Property;

(k) all rights, privileges, tenements, hereditaments, rights of way, easements, appendages and appurtenances appertaining to the foregoing;

(l) all property tax refunds payable to Debtor;

DEBTOR: **North Bend Family Housing Phase I LLC**

SECURED PARTY: **Banner Bank**

(m) all insurance policies, unearned premiums therefor and proceeds from such policies covering any of the above property now or hereafter acquired by Debtor;

(n) all of Debtor's right, title and interest in and to any awards, damages, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to the Land, Improvements, Fixtures or Personalty;

(o) All rights of Debtor in and under the Subordinate Financing Documents (as defined in the Loan Agreement);

(p) all other estates, easements, licenses, interests, rights, titles, claims or demands, both in law and in equity, which Debtor now has or may hereafter acquire in the Land and the Improvements; and

(q) all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof.

As used herein, the term "Mortgaged Property" will mean all or, where the context permits or requires, any portion of the above property or any interest therein.

Capitalized terms used above and elsewhere in this financing statement without definition have the meanings given them in that certain Line of Credit Instrument Trust Deed, Security Agreement, Assignment of Rents and Leases and Fixture Filing (the "Deed of Trust") dated as of May 1, 2025, made by Debtor, as trustor, for the benefit of Secured Party.

Dated as of: May 1, 2025

DEBTOR: **North Bend Family Housing Phase I LLC**

SECURED PARTY: **Banner Bank**

EXHIBIT A

Lots 1, 2 and the West 160.2 feet of Lot 3, Block 1, Mills Acres Addition to North Bend, Coos County, Oregon, filed September 20, 1920 in Book 5, Page 44, Plat Records of Coos County, Oregon.

The West 140 feet of the East 287.8 feet of the West 448 feet of Lot 4, Block 1, Mills Acres Addition to North Bend, Coos County, Oregon, filed September 20, 1920 in Book 5, Page 44, Plat Records of Coos County, Oregon.

The W 1/2 of the N 1/2 of Lot 5, Block 1, Mills Acres Addition to North Bend, Coos County, Oregon, filed September 20, 1920 in Book 5, Page 44, Plat Records of Coos County, Oregon.

The West 160.2 feet of Lot 4, Block 1, Mills Acres Addition to North Bend, Coos County, Oregon, filed September 20, 1920 in Book 5, Page 44, Plat Records of Coos County, Oregon.

The W 1/2 of the S 1/2 of Lot 5, Block 1, Mills Acres Addition to North Bend, Coos County, Oregon, filed September 20, 1920 in Book 5, Page 44, Plat Records of Coos County, Oregon.

The West 150 feet of the East 400 feet of Lot 3, Block 1, Mills Acres Addition to North Bend, Coos County, Oregon, filed September 20, 1920 in Book 5, Page 44, Plat Records of Coos County, Oregon.

Lots 11 through 15, inclusive, Block 20, Rededication of Idaho Addition to North Bend, Coos County, Oregon, filed June 6, 1906 in Book 3, Page 63, Plat Records of Coos County, Oregon.