




UCC

LIEN NO. 90727609

ERICKSON HOUSING LIM

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER [optional] Betsy Boylston (503) 501-5684
B. E-MAIL CONTACT AT FILER [optional] betsyb@noah-housing.org
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div style="text-align: center;">  325 13th ST NE STE 404, Salem, OR 97301-2294 Acct # <u>11296</u> pgs <u>3</u> </div>

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 Erickson Housing Limited Partnership				
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 219 NW Second Avenue	CITY Portland	STATE OR	POSTAL CODE 97209	COUNTRY

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 Network for Oregon Affordable Housing, an Oregon non-profit public benefit corporation				
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS 1020 SW Taylor Street, Suite 585	CITY Portland	STATE OR	POSTAL CODE 97205	COUNTRY

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

See attached 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 Representative

6. 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

Erickson Fritz personal property

EXHIBIT A TO FINANCING STATEMENT

(Collateral Description)

Exhibit A to Oregon Uniform Commercial Code ("UCC") Financing Statement Form UCC-1 (the "Financing Statement") executed by Erickson Housing Limited Partnership, an Oregon limited partnership, as Debtor, in favor of Network for Oregon Affordable Housing, an Oregon nonprofit public benefit corporation, as Secured Party, dated as of January __, 2016.

Collateral Description. The Financing Statement includes all of Debtor's interest, now or hereafter acquired, in any of the following (collectively, the "Collateral"):

All goods, building and other materials, supplies, work in process, equipment, machinery, fixtures, furniture, furnishings, signs, and other personal property and embedded software included therein, wherever situated, that are or are to be incorporated into, used in connection with, or appropriated for use on the real property described in Schedule 1 attached hereto and incorporated herein by reference (the "Property"), together with any and all rents (to the extent, if any, that they are not real property), all inventory, accounts, cash receipts, deposit accounts, accounts receivable, contract rights (including without limitation any unpaid capital contributions of Debtor's partners or other owners), licenses, agreements, general intangibles, chattel paper (whether electronic or tangible), instruments, documents, promissory notes, drafts, letters of credit, letter of credit rights, supporting obligations, investment property, commercial tort claims, insurance policies, insurance and condemnation awards and proceeds, any other rights to the payment of money, trade names, trademarks and service marks arising from or related to the ownership, management, leasing, or operation of the Property or any business now or hereafter conducted thereon by Debtor, all permits, consents, approvals, licenses, authorizations, and other rights granted by, given by, or obtained from, any governmental entity with respect to the Property, all deposits or other security now or hereafter made with or given to utility companies by Debtor with respect to the Property, all advance payments of insurance premiums made by Debtor with respect to the Property, all plans, drawings, and specifications relating to the Property, all loan funds held by Secured Party, whether or not disbursed, all funds deposited with Secured Party pursuant to any loan agreement or the Deed of Trust With Absolute Assignment of Leases and Rents, Security Agreement, and Fixture Filing of even date herewith given by Debtor, as Grantor, in favor of Secured Party, as Beneficiary (the "Deed of Trust"), all reserves, deferred payments, deposits, accounts, refunds, cost savings, and payments of any kind related to the Property, or any portion thereof, together with all replacements and proceeds of, and additions and accessions to, any of the foregoing, together with all books, records, and files relating to any of the foregoing.

All terms used in the foregoing definition of Collateral shall be as defined in the UCC, as the same may be amended or recodified from time to time.

The filing of this Financing Statement shall not be construed to derogate from or impair

the lien or provisions of the Deed of Trust (as defined above) encumbering the Property with respect to any property described in the Deed of Trust that is real property or that the parties have agreed to treat as real property. Similarly, nothing in this Financing Statement shall be construed to alter any of the rights of Secured Party as determined by the Deed of Trust or the priority of Secured Party's lien created by the Deed of Trust, and this Financing Statement is declared to be for the protection of Secured Party in the event that any court shall at any time hold that notice of Secured Party's priority of interest in any property or interests described in the Deed of Trust must, in order to be effective against a particular class of persons, including without limitation the Federal Government and any subdivision or entity thereof, be filed in the UCC records.

Schedule I – Legal Description

Erickson Fritz Apartments

PARCEL I:

Lots 4, 5 and the East 10 feet of Lot 6, Block 19, Couch's Addition to the City of Portland, in the City of Portland, County of Multnomah and State of Oregon; EXCEPT the East 5 feet of said Lots 4 and 5 taken for the widening of N.W. Second Avenue.

PARCEL II:

Lot 3, Block 19, Couch's Addition to the City of Portland, in the City of Portland, County of Multnomah and State of Oregon; EXCEPT the West 5 feet taken for the widening of N.W. 3rd Avenue.