


UCC

LIEN NO. 92757807

BARNES BUTTE VISTA L

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)
 <i>Global Solutions for Corporate and Financial Compliance</i> 698 12th Street SE, Ste 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)

OR	1a. ORGANIZATION'S NAME Barnes Butte Vista LLC	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
	1b. INDIVIDUAL'S SURNAME			
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
405 S.W. 6th Street	Redmond	OR	97756	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)

OR	2a. ORGANIZATION'S NAME Central Oregon Regional Housing Authority	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
	2b. INDIVIDUAL'S SURNAME			
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
405 S.W. 6th Street	Redmond	OR	97756	USA

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY); Provide only one Secured Party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME Washington Federal Bank, National Association	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
	3b. INDIVIDUAL'S SURNAME			
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
572 S.W. Bluff Drive, Suite 110	Bend	OR	97702	USA

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

See attached Schedule 1.

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/Licenser

8. OPTIONAL FILER REFERENCE DATA
File with the Oregon Secretary of State

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

COLLATERAL DESCRIPTION

Debtors: Barnes Butte Vista LLC ("Borrower")
Central Oregon Regional Housing Authority ("Managing Member")

Secured Party: Washington Federal Bank, National Association

This Financing Statement covers the following collateral:

All of Debtors' right, title and interest in and to all of the following (collectively, the "Tax Credit Collateral"):

(a) All rights of Borrower and Managing Member to enforce the obligations of PNC Real Estate Tax Credit Capital Institutional Fund 47, Limited Partnership, a Delaware limited partnership (the "Investor"), to Borrower and Managing Member under the Amended and Restated Operating Agreement dated March 31, 2021 (the "Operating Agreement"), by and among Managing Member, the Investor, and Columbia Housing SLP Corporation, an Oregon corporation.

(b) All rights of Borrower to receive the capital contributions to be paid by Investor for the Investor's interest in Borrower pursuant to the terms and conditions of the Operating Agreement;

(c) To the extent that the same may legally be assigned following foreclosure or delivery of a deed in lieu thereof and transfer of title to Secured Party or its designee, all allocations, reservations, carryover allocations, and commitments of all low income housing tax credits for Borrower's 44-unit affordable housing project located in Prineville, Oregon (the "Project");

(d) All of the interests in the Borrower held by Managing Member, all rights of Managing Member as managing member of Borrower, and the proceeds and products thereof, including without limitation the Managing Member's right to vote on membership 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 Managing Member may at any time be entitled at any time to receive on account of such interests, all subject to the terms of the Operating Agreement;

(e) All payments due, paid, or to be paid to Borrower or Managing Member, or any of them, or any of Managing Member'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, but not including any tax credits or tax benefits to be allocated to the Investor under the Operating Agreement;

(f) All moneys held by or on behalf of Borrower with respect to the Project, including, without limitation, construction funds, operating funds, and reserve funds;

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

(h) 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.