

FILED: DEC 08, 2023 03:28 PM
OREGON SECRETARY OF STATE



UCC

LIEN NO. 93735483

OHANA CANBY OPERATIO

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER [optional]

JUSTIN VIVIAN (812) 407-4525

B. E-MAIL CONTACT AT FILER [optional]

JUSTIN.VIVIAN@DINSMORE.COM

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Justin Vivian
Dinsmore & Shohl LLP
400 W. Seventh Street, Suite 102
Bloomington, Indiana 47404

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

OHANA CANBY OPERATIONS, LLC

OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
352 NW 2nd AVENUE	CANBY	OR	97013	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

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

MERCHANTS BANK OF INDIANA

OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
410 MONON BLVD. 2nd FLOOR	CARMEL	IN	46032	USA

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

SEE UCC FINANCING STATEMENT EXTENSION SHEET AND EXHIBIT "A" ATTACHED HERETO
AND BY REFERENCE 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 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

OREGON SECRETARY OF STATE (405463-130) COUNTRYSIDE OPERATOR

UCC FINANCING STATEMENT EXTENSION SHEET

This Financing Statement covers all tangible, intangible and other personal property now owned by Debtor and existing or at any time hereafter arising or acquired by Debtor (or in which Debtor now has or at any time in the future may acquire any right, title or interest) where ever located, including without limitation the following property (all such items are hereinafter collectively referred to as the "Collateral") to the extent such grant and assignment is not expressly prohibited by applicable laws:

- A. all Accounts, Contracts, Permits and Reimbursement Contracts;
- B. all goods, Inventory, Equipment, furniture, furnishings, artwork, machinery, tools, supplies, appliances, general intangibles, contract rights, franchises, licenses, certificates, permits and all other personal property of any kind or character whatsoever that are subject to the Code, whether tangible or intangible;
- C. all deposit accounts as such term is defined in the Code, including the DACA Account and DAISA Account;
- D. all funds of Debtor from time to time on deposit with Secured Party;
- E. all proceeds and products of any and all of the foregoing; and
- F. All additions, accessions and accretions to, replacements and substitutions for, products thereof and any and all cash and non-cash proceeds therefrom, which proceeds include but are not limited to (i) any and all types of collateral heretofore described and (ii) any and all types of collateral in which a security interest may be perfected by filing in the Office of the Secretary of State of Oregon.

Capitalized words and phrases used herein without definition shall have the following meanings:

"**Accounts**" shall mean any rights of Debtor arising from the operation of the Project to payment for goods sold or leased or for services rendered, not evidenced by an Instrument, including, without limitation: (a) all accounts arising from the Operator Lease and/or operation of the Project; (b) all moneys and accounts held by Secured Party pursuant to the Agreement; (c) health-care-insurance receivables, and (d) all rights to payment from Medicaid programs, or similar state or federal programs, boards bureaus or agencies and rights to payment from patients, residents, tenants, private insurers, and others arising from the operation of the Project, including rights to payment pursuant to Reimbursement Contracts. Accounts shall include the proceeds thereof (whether cash or non-cash, moveable or immoveable, tangible or intangible) received from the sale, exchange, transfer, collection or other deposition or substitution thereof.

"**Agreement**" means the Operator Security Agreement by and between Debtor and Secured Party regarding the Collateral.

"**Certificate of Need**" shall mean, with respect to the Project, any certificate of need, if any, now or hereafter issued by a Governmental Authority.

"**Code**" shall mean the Uniform Commercial Code as adopted and in effect from time to time in the State of Oregon.

"**Contract**" or "**Contracts**" shall mean all license agreements, operating contracts, and all management, service, employment, supply and maintenance contracts and agreements, and any other

agreements, licenses or contracts of any nature whatsoever now or hereafter obtained or entered into by Debtor with respect to the occupancy, use, operation, maintenance and administration of the Project and/or the Collateral, including, without limitation, (i) any and all contracts, authorizations, agreements and/or consents executed by, or on behalf of any patient, resident, tenant or other Person seeking services from Debtor pursuant to which Debtor provides or furnishes assisted living or skilled nursing services at the Project, including the consent to treatment and assignment of payment of benefits by third party and (ii) any and all contracts between Debtor and any resident of the Project giving the resident certain rights of occupancy in the Project and providing for certain services to such resident.

"DACA Account" shall mean the deposit account at Depository Bank into which Debtor shall deposit all revenue derived from the Project other than revenue derived from Reimbursement Contracts with a Governmental Authority, together with any successor account as permitted hereunder.

"DAISA Account" shall mean the deposit account at Depository Bank into which Operator shall deposit all revenue derived from Reimbursement Contracts with a Governmental Authority, together with any successor account as permitted hereunder.

"Depository Bank" shall mean U.S. Bank National Association, together with its successors and/or assigns, and any other bank engaged by Debtor to provide deposit and cash management services for revenue derived from the Project as permitted hereunder.

"Equipment" shall mean all beds, linens, televisions, carpeting, telephones, cash registers, computers, lamps, glassware, rehabilitation equipment, restaurant and kitchen equipment, and other fixtures and equipment located on, attached to or used or useful in connection with any of the Project and all renewals and replacements thereof and substitutions therefore; provided, however, that with respect to any items which are leased for the benefit of the Project and not owned by the Project Owner or Debtor, the Equipment shall include the leasehold interest of Project Owner or Debtor together with any options to purchase any of said items and any additional or greater rights with respect to such items which Project Owner or Debtor may hereafter acquire.

"Facility License" or **"Facility Licenses"** shall mean, individually and collectively, the license(s) issued to Debtor to operate the Project.

"Governmental Authority" means, with respect to any Person, any nation or government, any state or other political subdivision thereof, any central bank (or similar monetary or regulatory authority) thereof, any body or entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and any court or arbitrator having jurisdiction over such Person.

"Instrument" shall mean, with respect to the Project, all instruments, chattel paper, documents or other writings obtained from or in connection with the operation of the Project (including, without limitation, all ledger sheets, computer records and printouts, data bases, programs, books of account, trademarks or trade names, utility contracts, maintenance and service contracts and files relating thereto).

"Inventory" shall mean all inventories of food and beverages held by a Person for sale or use at or from the Project, and paper supplies, medical supplies, drugs and all other such goods, wares and merchandise held by a Person for sale to or for consumption by guests, patients, residents or tenants of the Project and all such other goods returned to or repossessed from guests, patients, residents or tenants of the Project.

"Laws" shall mean collectively, all applicable laws, statutes, codes, ordinances, orders, rules, regulations, binding policies or interpretations of Governmental Authorities, requirements of license and permits or conditions of insurance which are in effect from time to time, including judicial opinions or

precedential authority in the applicable jurisdiction, and including, without limitation, all environmental laws, all rules and regulations relating to safety and the Americans With Disabilities Act of 1990, 42 U.S.C. 12101, as from time to time amended.

"Medicaid" shall mean that certain program of medical assistance, funded jointly by the federal government and the states of the United States of America, for impoverished individuals who are aged, blind and/or disabled, and/or members of families with dependent children, which program is more fully described in Title XIX of the Social Security Act (42 U.S.C. §§ 1396 *et seq.*) and the regulations promulgated thereunder.

"Operator Lease" shall mean that certain Lease Agreement dated effective as of November 30, 2023, by and between Debtor (as lessee) and Project Owner (as lessor) pursuant to which Debtor leases and operates the Project.

"Permits" shall mean all licenses, permits and certificates used or necessary in connection with the ownership, operation, use or occupancy of the Project, including, without limitation, all applicable Facility Licenses, business licenses, state health department licenses, food service licenses, licenses to conduct business, any Certificate of Need, air quality permits, and all such other permits, licenses and rights, obtained from any governmental, quasi-governmental or private person or entity whatsoever concerning ownership, operation, use or occupancy of the Project.

"Person" shall mean any individual, sole proprietorship, limited liability company, partnership, joint venture, trust, unincorporated organization, association, corporation, institution, entity, party or government (whether territorial, national, federal, state, county, city, municipal or otherwise, including without limitation, any instrumentality, division, agency, body or department thereof).

"Project" means Country Side Living Canby in Canby, Oregon.

"Project Owner" means Ohana Canby Propco, LLC, an Oregon limited liability company.

"Reimbursement Contracts" shall mean all contracts and rights pursuant to reimbursement or Third-Party Payor Programs and contracts for the Project which are now or hereafter in effect with respect to residents, tenants or patients qualifying for coverage under the same, including, but not limited to, Medicaid, any successor program or other similar reimbursement program (whether operated by a Governmental Authority or quasi-governmental agency or by a private Person) and private insurance agreements.

"Third-Party Payor Programs" shall mean any Reimbursement Contract or participation or provider agreement with any third-party payor, including Medicaid and any other private commercial insurance managed care and employee assistance program.

EXHIBIT "A"

LEGAL DESCRIPTION

The Land referred to herein below is situated in the County of Clackamas, State of Oregon, and is described as follows:

PARCEL I:

PARCELS 1 AND 2 OF PARTITION PLAT 2023-61, RECORDED NOVEMBER 30, 2023 AS INSTRUMENT NO. 2023-042281, IN THE CITY OF CANBY, CLACKAMAS COUNTY AND STATE OF OREGON.

PARCEL II:

PARCEL 1, PARTITION PLAT NO. 2011-010, IN THE CITY OF CANBY, COUNTY OF CLACKAMAS AND STATE OF OREGON.