

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)				
Lien Solutions PO Box 29071 Glendale, CA 91209-9071 Order 109452987 Ruby Portfolio Citi Deal ID:50016568 DAFI #43AB5022				
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				
BOH PORTFOLIO PRESERVATION ASSOCIATES, LLLP				
OR				
1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
c/o BOH Portfolio Preservation JV Associates, LLC, 2223 112th Avenue NE, Suite 102		Bellevue	WA	98004
				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				
FEDERAL HOME LOAN MORTGAGE CORPORATION				
OR				
3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
8200 Jones Branch Drive		McLean	VA	22102
				COUNTRY
				USA

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

SEE "EXHIBIT A" LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.
SEE "EXHIBIT B" COLLATERAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

Parcel A: PTN. George W. L. Allen DLC and William Elmore DLC, 35-33-1E (Lot 2, OH SPL 97-1, AF#97019436)
Parcel No. R13335-279-1310/757274

Parcel B: PTN. Gov Lot 4, 3-32-1E (Aka Lot 1, OHSP BLA#1-95, AF#95010037)
Parcel No. R13203-099-2780/699523

Continued in Box 12 of UCC Financing Statement Addendum

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/Licensor

8. OPTIONAL FILER REFERENCE DATA:

Filed with the County Clerk's Office of Skagit County and Island County, WA (Fixture Filing) – Ruby Portfolio (30267.3344)

International Association of Commercial Administrators (IACA)

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

BOH PORTFOLIO PRESERVATION ASSOCIATES, LLLP

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☒ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

CITIBANK, N.A.

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

388 Greenwich Street, Trading 4th Floor

CITY

New York

STATE

NY

POSTAL CODE

10013

COUNTRY

USA

12. ADDITIONAL SPACE FOR ITEM 4 (COLLATERAL):

Parcel C: Lot 43, Plat of the Burlington Acreage Property
Parcel No. P62559/3867-000-043-0708 & P95540/3867-000-043-2308

Parcel D: PTN. Tract 50, Burlington Acreage (AKA Lot 2, SP Burl-1-95)
Parcel No. P62646/3867-000-050-2400

13. ☒ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

☐ covers timber to be cut☐ covers as-extracted collateral☒ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

Fairhaven Manor, Burlington, Skagit County, WA
Lexy Manor, Oak Harbor, Island County, WA
Madrona Manor, Oak Harbor, Island County, WA
Norris Place, Burlington, Skagit County, WA

See Exhibit A" Legal Description attached hereto and made a part hereof

17. MISCELLANEOUS:

International Association of Commercial Administrators (IACA)

FILING OFFICE COPY – UCC FINANCING STATEMENT ADDENDUM (Form UCC1Ad) (Rev. 07/01/23)

EXHIBIT A**LEGAL DESCRIPTION****PARCEL A:**

LOT 2 OF CITY OF OAK HARBOR, SHORT PLAT NO. SPL 97-1 AS APPROVED NOVEMBER 20, 1997, AND RECORDED NOVEMBER 24, 1997 IN VOLUME 3 OF SHORT PLATS, PAGE 177, UNDER AUDITOR'S FILE NO. 97019436, RECORDS OF ISLAND COUNTY WASHINGTON; BEING A PORTION OF TRACT A OF ISLAND COUNTY SHORT PLAT NO. 78/136.ALLEN/ELLMORE RECORDED UNDER AUDITOR'S FILE NO. 347002 ALL BEING IN THE GEORGE W.L. ALLEN DONATION LAND CLAIM AND WILLIAM ELLMORE DONATION LAND CLAIM, RECORDS OF ISLAND COUNTY, WASHINGTON;

FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT AN ALUMINUM MONUMENT AT THE INTERSECTION OF ELLIS WAY AND NE 7 TH AVE;
THENCE NORTH 88°23'31" WEST A DISTANCE OF 211.37 FEET TO A BRASS SURFACE MON MARKED "F&K LS8947";
THENCE NORTH 88°17'01" WEST A DISTANCE OF 102.50 FEET;
THENCE NORTH 1°49'18" EAST A DISTANCE OF 30.00 FEET TO THE NORTH LINE OF NE 7 TH AVE AND THE POINT OF BEGINNING;
THENCE CONTINUING NORTH 1°49'18" EAST A DISTANCE OF 288.71 FEET;
THENCE NORTH 88°03'46" WEST A DISTANCE OF 330.00 FEET;
THENCE SOUTH 1°49'18" WEST A DISTANCE OF 289.99 FEET TO SAID NORTH LINE OF NE 7TH AVE;
THENCE ALONG SAID NORTH LINE, SOUTH 88°17'01" EAST A DISTANCE OF 116.30 FEET;
THENCE NORTH 1°49'18" EAST A DISTANCE OF 180.54 FEET;
THENCE SOUTH 88°03'46" EAST A DISTANCE OF 121.00 FEET;
THENCE SOUTH 1°49'18" WEST A DISTANCE OF 180.08 FEET TO SAID NORTH LINE OF NE 7 TH AVE;
THENCE ALONG SAID NORTH LINE, SOUTH 88°17'01" EAST A DISTANCE OF 92.70 FEET TO THE POINT OF BEGINNING;

SITUATE IN THE COUNTY OF ISLAND, STATE OF WASHINGTON.

PARCEL A-1:

NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS SET FORTH IN DOCUMENT ENTITLED "EASEMENT" RECORDED UNDER RECORDING NO. 4380257.

Financing Statement
Ruby Portfolio

Exh. A-1

PARCEL B:

LOT 1 OF CITY OF OAK HARBOR SHORT PLAT-BOUNDARY LINE ADJUSTMENT NO. 1-95 AS APPROVED JUNE 27, 1995, AND RECORDED JUNE 28, 1995, IN VOLUME 3 OF SHORT PLATS, PAGE 27, UNDER AUDITOR'S FILE NO. 95010037, RECORDS OF ISLAND COUNTY, WASHINGTON; EXCEPT THAT PORTION CONVEYED TO THE CITY OF OAK HARBOR BY QUIT CLAIM DEED RECORDED UNDER AUDITOR'S FILE NO. 20013175; BEING A PORTION OF LOTS 1 AND 2 OF CITY OF OAK HARBOR SHORT PLA NO 5-94 RECORDED IN VOLUME 2 OF SHORT PLATS, PAGE 495, UNDER AUDITOR'S FILE NO. 95000207 RECORDS OF ISLAND COUNTY, WASHINGTON AND LOT 2 OF CITY OF OAK HARBOR SHORT PLAT NO. 10-86 RECORDED IN VOLUME 2 OF SHORT PLATS, PAGE 99, UNDER AUDITOR'S FILE NO. 86017032, RECORDS OF ISLAND COUNTY, WASHINGTON, BEING A PORTION OF GOVERNMENT LOT 4, SECTION 3, TOWNSHIP 32 NORTH, RANGE 1 EAST, W.M.

FURTHER DESCRIBED AS: COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 3;

THENCE ALONG THE NORTH-SOUTH CENTER OF SECTION LINE, NORTH $1^{\circ}31'12''$ EAST 1211.99

FEET TO AN EXISTING PLAT MONUMENT AND THE POINT OF BEGINNING;

THENCE SOUTH $87^{\circ}38'44''$ EAST 197.75 FEET;

THENCE SOUTH $1^{\circ}35'10''$ WEST 400.70 FEET TO THE NORTH LINE OF SW KIMBALL DR;

THENCE ALONG SAID NORTH LINE, NORTH $85^{\circ}12'47''$ WEST 146.87 FEET TO SAID NORTH-SOUTH CENTER SECTION LINE;

THENCE NORTH $1^{\circ}31'12''$ EAST 392.36 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH THE FOLLOWING DESCRIBED PORTION OF SAID SECTION 3; COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 3;

THENCE ALONG THE NORTH-SOUTH CENTER OF SECTION LINE, NORTH $1^{\circ}31'12''$ EAST 594.87 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH $1^{\circ}31'12''$ EAST 174.68' TO THE SOUTH LINE IF (OF) SOUTHWEST KIMBALL DR;

THENCE ALONG SAID SOUTH LINE, SOUTH $85^{\circ}13'33''$ EAST 39.15 FEET;

THENCE SOUTH $1^{\circ}31'12''$ WEST 186.79 FEET TO THE NORTH LINE OF SOUTHWEST SWANTOWN AVE;

THENCE ALONG SAID NORTH LINE, NORTH $68^{\circ}20'06''$ WEST 41.63 FEET TO THE POINT OF BEGINNING;

SITUATE IN THE COUNTY OF ISLAND, STATE OF WASHINGTON.

PARCEL C:

THE WEST HALF OF THE NORTH HALF OF THE EAST HALF OF LOT 43, PLAT OF THE BURLINGTON ACREAGE PROPERTY, ACCORDING TO THE PLAT THEREOF

RECORDED IN VOLUME 1 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON;

EXCEPT THE TWO FOLLOWING DESCRIBED TRACTS:

1. BEGINNING AT THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTH HALF OF SAID TRACT 43; THENCE NORTH ALONG THE WEST LINE OF SAID EAST HALF OF THE NORTH HALF 18.4 FEET; THENCE EAST, 311.5 FEET; THENCE SOUTH 19.3 FEET TO THE SOUTH LINE OF SAID EAST HALF OF THE NORTH HALF; THENCE WEST ALONG THE SOUTH LINE OF SAID EAST HALF OF THE NORTH HALF, 311.5 FEET TO THE POINT OF BEGINNING.

2. THE EASTERLY 25 FEET THEREOF AS CONVEYED TO THE CITY OF BURLINGTON FOR ROAD PURPOSES BY DEEDS RECORDED DECEMBER 28, 1955 AND SEPTEMBER 13, 1977, UNDER AUDITOR'S FILE NOS. 529242 AND 864623, RECORDS OF SKAGIT COUNTY, WASHINGTON, RESPECTIVELY.

PARCEL D:

LOT 2, OF BURLINGTON SHORT PLAT NO. BURL-1-95, AS APPROVED MARCH 28, 1995, AND RECORDED APRIL 20, 1995, IN VOLUME 11 OF SHORT PLATS, PAGES 194 AND 195, UNDER AUDITOR'S FILE NO. 9504200032, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING A PORTION OF THE NORTH HALF OF THE WEST HALF OF TRACT 50, "PLAT OF THE BURLINGTON ACREAGE PROPERTY", ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON.

PARCEL D-1:

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS CREATED BY AND PURSUANT TO THE BURLINGTON SHORT PLAT NO. BURL-1-95, RECORDED UNDER AUDITOR'S FILE NO. 9504200032, OVER THE SOUTH 30 FEET OF LOT 1 OF SAID SHORT PLAT.

PARCEL D-2:

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS CREATED BY AND PURSUANT TO THE BURLINGTON SHORT PLAT NO. BURL-1-95, RECORDED UNDER AUDITOR'S FILE NO. 9504200032, AND AS AMENDED BY AMENDMENTS TO DECLARATION OF EASEMENTS RECORDED UNDER AUDITOR'S FILE NOS. 9903020075 AND 200608160154, OVER THAT PORTION OF THE 55 FOOT EASEMENT DESIGNATED THEREIN WHICH LIES WITHIN THE NORTH 25 FEET OF LOT 1 OF SAID SHORT PLAT.

**FINANCING STATEMENT
EXHIBIT B**

(Revised 10-20-2025)

All of Debtor's present and future right, title and interest in and to all of the following:

- (1) **"Fixtures,"** which means all property owned by Debtor which is now or in the future will be attached to the real property described in Exhibit A ("**Land**") and/or the improvements located on the Land ("**Improvements**") ("**Property**" means the Land and/or the Improvements) so as to constitute a fixture under applicable law, including: machinery, equipment, engines, boilers, incinerators and installed building materials; systems and equipment for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air or light; antennas, cable, wiring and conduits used in connection with radio, television, security, fire prevention or fire detection or otherwise used to carry electronic signals; telephone systems and equipment; elevators and related machinery and equipment; fire detection, prevention and extinguishing systems and apparatus; security and access control systems and apparatus; plumbing systems; water heaters, ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers and other appliances; light fixtures, awnings, storm windows and storm doors; pictures, screens, blinds, shades, curtains and curtain rods; mirrors; cabinets, paneling, rugs and floor and wall coverings; fences, trees and plants; swimming pools; and exercise equipment.
- (2) **"Personalty,"** which means all of the following:
 - (i) Accounts (including deposit accounts) of Debtor related to the Property.
 - (ii) Equipment and inventory owned by Debtor, which are used now or in the future in connection with the ownership, management or operation of the Property or are located on the Property, including furniture, furnishings, machinery, building materials, goods, supplies, tools, books, records (whether in written or electronic form) and computer equipment (hardware and software).
 - (iii) Other tangible personal property owned by Debtor which is used now or in the future in connection with the ownership, management or operation of the Property or is located on the Land or in the Improvements, including ranges, stoves, microwave ovens, refrigerators, dishwashers, garbage disposers, washers, dryers and other appliances (other than Fixtures).
 - (iv) Any operating agreements relating to the Land or the Improvements.
 - (v) Any surveys, plans and specifications and contracts for architectural, engineering and construction services relating to the Land or the Improvements.

- (vi) All other intangible property, general intangibles and rights relating to the operation of, or used in connection with, the Land or the Improvements, including all governmental permits relating to any activities on the Land and including subsidy or similar payments received from any sources, including a **“Governmental Authority”** (defined as any board, commission, department, agency or body of any municipal, county, state or federal governmental unit, or any subdivision of any of them, that has or acquires jurisdiction over the Property, or the use, operation or improvement of the Property, or over Debtor).
 - (vii) Any rights of Debtor in or under any letter of credit required under the terms of the Multifamily Loan and Security Agreement (**“Loan Agreement”**) evidencing and securing the loan secured by this financing statement (**“Loan”**).
- (3) All current and future rights, including air rights, development rights, zoning rights, water rights (certificated or not), irrigation rights, stock or membership rights in any water or irrigation district, and other similar rights or interests, easements, tenements, rights of way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses and appurtenances related to or benefiting the Land or the Improvements, or both, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated.
 - (4) All proceeds paid or to be paid by any insurer of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Property, whether or not Debtor obtained the insurance pursuant to Secured Party’s requirement.
 - (5) All awards, payments and other compensation made or to be made by any Governmental Authority with respect to the Land, or if Debtor’s interest in the Land is pursuant to a ground lease, the ground lease and the leasehold estate created by such ground lease (**“Leasehold Estate”**), the Improvements, the Fixtures, the Personalty or any other part of the Property, including any awards or settlements resulting from condemnation proceedings or the total or partial taking of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Property under the power of eminent domain or otherwise and including any conveyance in lieu of such a taking.
 - (6) All contracts, options and other agreements for the sale of the Land, or the Leasehold Estate, as applicable, the Improvements, the Fixtures, the Personalty or any other part of the Property entered into by Debtor now or in the future, including cash or securities deposited to secure performance by parties of their obligations.
 - (7) All **“Rents,”** which means all rents (whether from residential or non-residential space), revenues and other income of the Land or the Improvements, parking fees, laundry and vending machine income and fees and charges for food, health care and other services provided at the Property, whether now due, past due or to become due, and deposits forfeited by tenants, and, if Debtor is a cooperative housing corporation or association, maintenance fees, charges or assessments payable by shareholders or residents under

proprietary leases or occupancy agreements, whether now due, past due or to become due.

- (8) All "**Leases**," which means all present and future leases, subleases, licenses, concessions or grants or other possessory interests in force now or after the date this financing statement is recorded or filed, whether oral or written, covering or affecting the Property, or any portion of the Property (including proprietary leases or occupancy agreements if Debtor is a cooperative housing corporation), and all modifications, extensions or renewals.
- (9) All earnings, royalties, accounts receivable, issues and profits from the Land, the Improvements or any other part of the Property, and all undisbursed proceeds of the Loan.
- (10) All "**Imposition Reserve Deposits**," which means all amounts deposited by the Debtor in connection with the Loan for (a) hazard insurance premiums or other insurance premiums required by Secured Party, (b) taxes or payments in lieu of taxes, (c) water and sewer charges that could become a lien on the Property, (d) ground rents, and (e) assessments or other charges that could become a lien on the Property.
- (11) All refunds or rebates of Imposition Reserve Deposits by any Governmental Authority or insurance company (other than refunds applicable to periods before the real property tax year in which this financing statement is recorded or filed).
- (12) All tenant security deposits which have not been forfeited by any tenant under any Lease and any bond or other security in lieu of such deposits.
- (13) All names under or by which the Property or any part of it may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Property (subject to the terms of the Loan Agreement).
- (14) All interest rate cap agreements, interest rate swap agreements and other interest rate hedging contracts and agreements, if any (collectively, "**Rate Cap Agreements**"), obtained by Debtor (or obtained by Secured Party in the name of Debtor) pursuant to the Loan Documents (as defined in the Loan Agreement) or as a condition to Secured Party's making the loan that is the subject of such Loan Documents, together with all of the following:
 - (i) Any and all moneys (collectively, "**Rate Cap Payments**") payable from time to time pursuant to any Rate Cap Agreement by the interest rate cap provider or other counterparty to a Rate Cap Agreement, or any guarantor of the obligations of any such cap provider or counterparty ("**Rate Cap Provider**").
 - (ii) All rights of the Debtor under any Rate Cap Agreement, and all rights of the Debtor to all Rate Cap Payments, including contract rights and general intangibles, existing or arising after the date this financing statement is recorded or filed.

- (iii) All rights, liens and security interests or guarantees existing or following the date this financing statement is recorded, granted by a Rate Cap Provider or any other person to secure or guaranty payment of any Rate Cap Payment.
 - (iv) All documents, writings, books, files, records and other documents arising from or relating to any of the items listed in items 14(i) through (iii), whether existing now or created after the date this financing statement is recorded or filed.
 - (v) All cash and non-cash proceeds and products of any of the items listed in items 14(i) through (iv).
- (15) Reserved.
- (16) All other assets of Debtor, whether now owned or acquired after the date this financing statement is recorded or filed.
- (17) All proceeds from the conversion, voluntary or involuntary, of any of the above into cash or liquidated claims, and the right to collect such proceeds.
- (18) All current and future rights of Debtor as owner or declarant under any recorded restrictive covenants, reciprocal easement agreements, and other private restrictions.