

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

Date of Filing : 10/27/2009
 Time of Filing : 04:43:00 PM
 File Number : 2009-300-6852-5
 Lapse Date : 10/27/2014

A. NAME & PHONE OF CONTACT AT FILER [optional]
Randall L. Stamper 509 326-4800

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Stamper Rubens, P.S.
720 W. Boone, Suite 200

Spokane WA, 99201
United States

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
Coulee Medical Foundation

OR
 1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

CITY
Grand Coulee

STATE
WA

POSTAL CODE
99133

COUNTRY
USA

1d. SEE INSTRUCTIONS

ADD'L INFO RE ORGANIZATION DEBTOR

1e. TYPE OF ORGANIZATION
non-profit corporation

1f. JURISDICTION OF ORGANIZATION
Washington

1g. ORGANIZATIONAL ID #, if any
601803283 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR
 2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. SEE INSTRUCTIONS

ADD'L INFO RE ORGANIZATION DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
U.S. Bank National Association

OR
 3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

CITY
Seattle

STATE
WA

POSTAL CODE
98101

COUNTRY
USA

4. This FINANCING STATEMENT covers the following collateral:

See Attachment to Financing Statement attached hereto and incorporated herein by this reference.

This Financing Statement relates to \$23,165,000 in aggregate principal amount of Coulee Medical Foundation Taxable Revenue Build America Bonds (Direct Pay)(GNMA Collateralized-Coulee Medical Center) Series 2009A, which has a stated maturity date of April 20, 2036.

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum. If applicable

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

ATTACHMENT TO FINANCING STATEMENT – INDENTURE

DEBTOR: Coulee Medical Foundation
COULEE MEDICAL FOUNDATION
ORGANIZATIONAL ID NUMBER: WA601803283

SECURED PARTY: U.S. Bank, National Association

9A. This Financing Statement covers the following types (or items) of property: all right, title and interest of the Debtor in:

(i) All right, title and interest of the Debtor in and to all Revenues (as defined in the Indenture hereinafter described), derived or to be derived by the Debtor or the Trustee for the account of the Debtor under the terms of the Trust Indenture, dated as of October 1, 2009 (the "Indenture") between the Debtor and the Secured Party, as trustee and the Financing Agreement, dated as of October 1, 2009 (the "Financing Agreement") among the Debtor, Douglas, Grant, Lincoln & Okanogan Counties Public Hospital District No. 6 (the "District"), the Secured Party, as trustee, and Red Mortgage Capital, Inc. (the "Lender") (other than the Reserved Rights of the Debtor as defined in the Indenture), together with all other Revenues received by the Trustee for the account of the Debtor arising out of or on account of the Trust Estate;

(ii) All right, title and interest of the Debtor in and to the GNMA Securities, including all payments and proceeds with respect thereto and any interest, profits or other income derived from the investment thereof;

(iii) All funds, moneys and securities and any and all other rights and interests in property whether tangible or intangible from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred as and for additional security hereunder for the Bonds by the Debtor or by anyone on its behalf or with its written consent to the Trustee, which is authorized by the Indenture to receive any and all such property at any and all times and to hold and apply the same subject to the terms thereof.