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**STANDARD FORM**  
**UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1**

JULIUS BLUMBERG, INC. NYC, 10013

## INSTRUCTIONS

1. PLEASE TYPE this form. Fold only along perforation for mailing.
2. Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee.
3. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
4. If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
5. When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, without extra fee.
6. At the time of original filing, filing officer should return third copy as an acknowledgement. At a later time, secured party may date and sign Termination Legend and use third copy as a Termination Statement.

(5)

MAC 28003

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any): 12/21/2012

1. Debtor(s) (Last Name First) and address(es)

Retail Trust III  
 c/o Wilmington Trust Company,  
 Trustee  
 1100 N. Market Street  
 Rodney Square North  
 Wilmington, DE 19890-0001

2. Secured Party(ies) and address(es)

State Street Bank and Trust  
 Company of Connecticut,  
 National Association  
 Corporate Indenture Trustee  
 750 Main Street, Suite 1114  
 Hartford, CT 06103

For Filing Officer (Date, Time,  
Number, and Filing Office)

1-6-93

M93/352

4. This financing statement covers the following types (or items) of property:

All of those rights, properties, fixtures, items of equipment  
 and other assets which are described on Exhibit B hereof  
 which are located upon, affixed to, relate to or used in  
 connection with that certain property described on Exhibit A  
 hereto.

5. Assignee(s) of Secured Party and  
Address(es)This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)☐ already subject to a security interest in another jurisdiction when it was brought into this state.☐ which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

Recorder for Klamath  
CountyCheck ☒ if covered: ☒ Proceeds of Collateral are also covered. ☒ Products of Collateral are also covered. No. of additional Sheets presented: 5

Signatures appear on Schedule I.

By: 2/2/93

Signature(s) of Debtor(s)

Title

By:

Signature(s) of Secured Party(ies)

Title

(1) Filing Officer Copy-Alphabetical

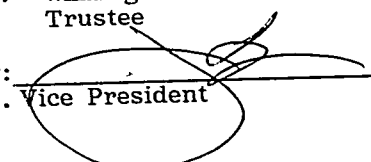
STANDARD FORM - FORM UCC-1.

(For Use In Most States)

## SCHEDULE I

Retail Trust III,  
a Delaware business trust

By: Wilmington Trust Company,  
Trustee

By:   
Asst. Vice President

By:   
William J. Wade, Trustee

State Street Bank and Trust  
Company of Connecticut,  
National Association,  
Corporate Indenture Trustee

By:   
Vice President

Return: Stacie Taylor  
c/o Commonwealth Land Title  
14643 Dallas Parkway  
Suite 770, LB61  
Dallas Texas 75240

## EXHIBIT "A"

LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN LOTS 1, 2, AND 3, BLOCK 1, OF "TRACT 1080 - WASHBURN PARK", ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON, AND THE SE1/4 NE1/4 OF SECTION 9, T39S, R9EWM, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE S00°02'00"E, ALONG THE EAST LINE OF SAID LOT 2, 60.00 FEET; THENCE S89°58'00"W 209.00 FEET; THENCE S00°02'00"E 209.00 FEET; THENCE N89°58'00"E 181.66 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 2; THENCE ALONG THE BOUNDARIES OF SAID LOTS 2 AND 1, ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS POINT BEARS N68°55'22"W 532.96 FEET AND CENTRAL ANGLE EQUALS 49°28'52") 460.27 FEET, ALONG THE ARC OF A SPIRAL CURVE TO THE RIGHT (THE LONG CHORD OF WHICH BEARS S84°01'29"W 384.34 FEET) 386.00, N89°26'30"W 40.35 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2, AND N89°26'30"W 359.98± FEET TO A POINT FROM WHICH THE SOUTHWEST CORNER OF SAID LOT 1 BEARS N89°26'30"W 260.00 FEET; THENCE N00°07'15"W, PARALLEL TO THE WEST LINE OF SAID LOT 1, 619.18 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1; THENCE CONTINUING N00°07'15"W 32.00 FEET; THENCE S89°25'35"E 359.98 FEET TO A POINT ON THE WEST LINE OF SAID LOT 3; THENCE N89°58'00"E 771.06 FEET TO A POINT ON THE EAST LINE OF SAID LOT 3; THENCE S00°02'00"E 32.00 FEET TO THE POINT OF BEGINNING, CONTAINING 14.519 ACRES, MORE OR LESS, AND WITH BEARINGS BASED ON SAID "TRACT 1080 -- WASHBURN PARK".

TOGETHER WITH the benefits of an easement granted in that certain Agreement of Easement with Covenants and Restrictions Affecting Land between Wal-Mart Stores, Inc. and Washburn Enterprises, Inc. dated May 21, 1991, and recorded June 25, 1991, in M91, Page 12081.



**EXHIBIT B****[Retail Trust III]**

This is Exhibit B to the financing statement naming Retail Trust III as Debtor which is referred to below as the "Owner Trust". The Land and the Property referred to below mean the property described on Exhibit A to this financing statement. All other capitalized terms shall have the meaning set forth in that certain Indenture, Mortgage and Deed of Trust, Assignment of Rents and Security Agreement dated as of December 1, 1992 (the "Indenture") between the Debtor and the Secured Party(ies) pursuant to which this financing statement is filed. The security interest granted thereunder covers the following:

**Granting Clause First**

The Owner Trust's leasehold interests in the Land, arising under and by virtue of the Ground Lease, together with the Owner Trust's right, title and interest in all and singular the tenements, hereditaments, easements, rights of way, rights, privileges and appurtenances in and to the Land, belonging or in any way appertaining thereto, including, without limitation, any streets, ways, alleys, gores or strips of land adjoining the Land and all sewer rights, waters, water courses, water rights and powers, mineral rights, air rights and all development rights whatsoever in any way belonging, relating or appertaining to any of the Property and/or Improvements, or which hereafter shall in any way belong, relate or be appurtenant thereto and whether now owned or hereafter acquired by the Owner Trust; all claims or demands of the Owner Trust at law or in equity, in possession or expectancy of, in and to the Land; and subject to the provisions of the Indenture, all rents, income, revenues, issues, awards, proceeds, deposits, tenders, profits and other benefits from and in respect of the property described in this Granting Clause First and/or Granting Clause Second or from any business, if any, conducted thereon by the Owner Trust, in each case whether now existing or hereafter arising or acquired by the Owner Trust, it being the intention of the parties hereto that, so far as may be permitted by law, all property of the character hereinabove described that is now owned or held or is hereafter acquired by the Owner Trust and affixed, attached and annexed to the Property shall be and remain or become and constitute a portion of the Indenture Estate and the security covered by and subject to the lien of the Indenture; and all of the Owner Trust's right, title and interest in and to any right pursuant to Section 365(h) of the Federal Bankruptcy Code, or any successor to such section (i) to possession or any statutory term of years derived from or incident to the Ground Lease, or (ii) to treat the Ground Lease as terminated.

#### Granting Clause Second

The entire right, title and interest of the Owner Trust in the Improvements, including all buildings, structures, Alterations and other additions to or changes in the Improvements now located or at any time hereafter constructed or placed upon the Land and all building equipment, fixtures and goods of every kind and nature to become fixtures on the Land or in any such buildings, structures or additions.

#### Granting Clause Third

All Basic Rent, Additional Rent (including Special Additional Rent) and purchase prices in respect of the Property payable under the Lease (including obligations under the Owner Participation Agreement which are incorporated by reference into the Lease); all payments, receipts and other consideration of any sort whatsoever payable in respect of the Property under the Lease in respect of Stipulated Loss Value, Termination Value, and all Termination Payments I, Termination Payments II, Special Option Price payments, Option Price payments, Taking Price payments and Total Loss Price payments (all as defined in the Lease) made in respect of the Property to the Owner Trust, as Lessor under the Lease; all payments in respect of the Make-Whole Premium payable by the Company as Lessee under the Lease; and all other right, title and interest of the Owner Trust, as Lessor under the Lease (including all extended and renewal terms under the Lease) in respect of the Property and to the Owner Trust under the Owner Participation Agreement.

#### Granting Clause Fourth

All of the Owner Trust's right, title and interest in, to and under all general intangibles relating to design, development, operation, management and use of the Property or the Improvements, all certificates of occupancy, zoning variances, building, use or other permits, approvals, authorizations and consents obtained from and all materials prepared for filing or filed with any governmental agency in connection with the development, use, operation or management of the Property or the Improvements (except for any such permits and approvals that are not transferable by law), all construction, service, architectural and other similar contracts concerning the design, construction, management, operation, occupancy and/or use of the Property and Improvements, all architectural drawings, plans, specifications, soil tests, feasibility studies, appraisals, engineering reports and similar materials relating to any portion of or all of the Property and Improvements and all payment and performance bonds or warranties or guarantees relating to the Property or the Improvements.

#### Granting Clause Fifth

Proceeds of all of the foregoing and any and all other moneys and property which may from time to time become subject to the Lien of the Indenture or which may come

into the possession or be subject to the control of the Indenture Trustees pursuant to the Indenture or any other instrument included in the Indenture Estate, including, without limitation, insurance proceeds and all awards which may at any time be made to the Owner Trust for the taking by eminent domain of the whole or any part of the Indenture Estate or any interest therein and other property, if any, delivered to the Indenture Trustees by or on behalf of the Owner Trust, it being the intention of the Owner Trust and it being hereby agreed that all property hereafter acquired by the Owner Trust and required to be subjected to the Lien of the Indenture or intended so to be shall forthwith upon the acquisition thereof by the Owner Trust be subject to the Lien of this Indenture as if such property were at the date hereof owned by the Owner Trust and were specifically described in the Indenture and such Lien were granted hereby or pursuant hereto.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co the 6th day  
of Jan. A.D., 19 93 at 10:14 o'clock A M., and duly recorded in Vol. M93,  
of Mortgages on Page 352.

Evelyn Biehn - County Clerk

By Douglas M. Henderson

FEE \$30.00  
Non Stan 20.00