

STATE OF OREGON

UNIFORM COMMERCIAL CODE

FINANCING STATEMENT

REAL PROPERTY - **Form UCC-1A**

THIS FORM FOR COUNTY FILING OFFICER USE ONLY

This FINANCING STATEMENT is presented to the county filing officer pursuant to the Uniform Commercial Code.

1A. Debtor Name(s): The New Earth Company	2A. Secured Party Name(s): COAST BUSINESS CREDIT, a division of Southern Pacific Bank	4A. Assignee of Secured Party (if any):
1B. Debtor Mailing Address(es): 1300 Main Street Klamath Falls, OR 97601	2B. Address of Secured Party from which security information is obtainable: 12121 Wilshire Boulevard Suite 1400 Los Angeles, CA 90025	4B. Address of Assignee:

3. This financing statement covers the following types (or items) of property (check if applicable): See Exhibit "A" attached hereto

- ☒ The goods are to become fixtures on: 254 Market Street
Klamath Falls, OR ☐ The above timber is standing on: _____
- ☐ The above minerals or the like (including gas and oil) or accounts will be financed at the wellhead or minehead of the well or mine located on: (describe real estate)

and the financing statement is to be filed for record in the real estate records. (If the debtor does not have an interest of record) The name of a record owner is: Klamath Cold Storage, Inc.

☒ Check box if products of collateral are also covered Number of attached additional sheets: _____

A carbon, photographic or other reproduction of this form, financing statement or security agreement serves as a financing statement under ORS Chapter 79.

By: THE NEW EARTH COMPANY

Marta C. Kollman
Signature(s) of the Debtor required in most cases.

Daryl J. Kollman
Signature(s) of Secured Party in cases covered by ORS 79.4020

INSTRUCTIONS

- PLEASE TYPE THIS FORM.
- If the space provided for any item(s) on this form is inadequate, the item(s) should be continued on additional sheets. Only one copy of such additional sheets need to be presented to the county filing officer. DO NOT STAPLE OR TAPE ANYTHING TO THIS FORM.
- This form (UCC-1A) should be recorded with the county filing officers who record real estate mortgages. This form cannot be filed with the Secretary of State. Send the Original to the county filing officer.
- After the recording process is completed the county filing officer will return the document to the party indicated. The printed termination statement below may be used to terminate this document.
- The RECORDING FEE must accompany the document. The fee is \$5 per page.
- Be sure that the financing statement has been properly signed. Do not sign the termination statement (below) until this document is to be terminated.

Recording Party contact name: _____

Recording Party telephone number: _____

Return to: (name and address)

P. Please return acknowledgment copy to: 2400
E. UNISEARCH, INC.
I. ref: 3063
P. PO BOX 20861 gal
SALEM, OR 97307-0861

Please do not type outside of bracketed area.

TERMINATION STATEMENT

This statement of termination of financing is presented for filing pursuant to the Uniform Commercial code. The Secured Party no longer claims a security interest in the the financing statement bearing the recording number shown above.

By: _____
Signature of Secured Party(ies) or Assignee(s)

EXHIBIT "A"

TO FINANCING STATEMENT AND SECURITY AGREEMENT

Item 3. (continued)

Collateral Description:

This FINANCING STATEMENT and SECURITY AGREEMENT covers the following types or items of property, and the undersigned ("Debtor") hereby grants Coast Business Credit, a division of Southern Pacific Bank ("Secured Party") a security interest therein as collateral for the payment and performance of all present and future indebtedness, liabilities, guarantees and obligations of Debtor to Secured Party. Debtor agrees that said security interest may be enforced by Secured Party in accordance with the terms and provisions of all security and other agreements between Secured Party and Debtor, the California Uniform Commercial Code, or both (but this document shall be fully effective as a security agreement, even if there is no other security or other agreement between Secured Party and Debtor); All "Receivables", "Inventory", "Equipment", "Investment Property", "General Intangibles", and "Deposit Accounts" (as those terms are defined below), and all money, and all property now or at any time in the future in Secured Party's possession (including claims and credit balances), and all proceeds of any of the foregoing (including proceeds of any insurance policies, proceeds of proceeds, and claims against third parties), all products of any of the foregoing, and all books and records related to any of the foregoing.

For purposes of this Exhibit A, the following terms have the following meanings:

"Deposit Account" has the meaning set forth in Section 9105 of the California Uniform Commercial Code in effect on the date hereof.

"Equipment" means all of the Debtor's present and hereafter acquired machinery, molds, machine tools, motors, furniture, equipment, furnishings, fixtures, trade fixtures, motor vehicles, tools, parts, dyes, jigs, goods and other tangible personal property (other than Inventory) of every kind and description used in Debtor's operations or owned by Debtor and any interest in any of the foregoing, and all attachments, accessories, accessions, replacements, substitutions, additions or improvements to any of the foregoing, wherever located.

"General Intangibles" means all general intangibles of Debtor, whether now owned or hereafter created or acquired by Debtor, including, without limitation, all choses in action, causes of action, corporate or other business records, Deposit Accounts, inventions, designs, drawings, blueprints, patents, patent applications, trademarks and the goodwill of

the business symbolized thereby, names, trade names, trade secrets, goodwill, copyrights, registrations, licenses, franchises, customer lists, security and other deposits, rights in all litigation presently or hereafter pending for any cause or claim (whether in contract, tort or otherwise), and all judgments now or hereafter arising therefrom, all claims of Debtor against Secured Party, rights to purchase or sell real or personal property, rights as a licensor or licensee of any kind, royalties, telephone numbers, proprietary information, purchase orders, and all insurance policies and claims (including without limitation life insurance, key man insurance, credit insurance, liability insurance, property insurance and other insurance), tax refunds and claims, computer programs, discs, tapes and tape files, claims under guaranties, security interests or other security held by or granted to Debtor, all rights to indemnification and all other intangible property of every kind and nature (other than Receivables).

"Inventory" means all of Debtor's now owned and hereafter acquired goods, merchandise or other personal property, wherever located, to be furnished under any contract of service or held for sale or lease (including without limitation all raw materials, work in process, finished goods and goods in transit, and including without limitation all farm products), and all materials and supplies of every kind, nature and description which are or might be used or consumed in Debtor's business or used in connection with the manufacture, packing, shipping, advertising, selling or finishing of such goods, merchandise or other personal property, and all warehouse receipts, documents of title and other documents representing any of the foregoing.

"Investment Property" has the meaning set forth in Section 9115 of the California Commercial Code in effect on the date hereof.

"Receivables" means all of Debtor's now owned and hereafter acquired accounts (whether or not earned by performance), letters of credit, contract rights, chattel paper, instruments, investment property, securities, documents and all other forms of obligations at any time owing to Debtor, all guaranties and other security therefor, all merchandise returned to or repossessed by Debtor and all rights of stoppage in transit and all other rights or remedies of an unpaid vendor, lienor or secured party.

The above goods may be or may become fixtures on the property located in the City of Klamath Falls, County of Klamath, State of Oregon, described as: See Exhibit "B" attached hereto, and commonly known as 254 Market Street, Klamath Falls, OR. The name of the record owner is Klamath Cold Storage, Inc.

The execution and/or filing hereof does not imply that the described goods are or are to become fixtures. The filing hereof is intended merely to protect the parties hereto from unwarranted assertions by third parties and that the goods are other than personal property.

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EXHIBIT "B"

TO FINANCING STATEMENT AND SECURITY AGREEMENT

Item (continued)

Legal Description:

254 Market Street
Klamath Falls, OR

SAID LAND IS SITUATED IN THE COUNTY OF KLAMATH FALLS, STATE OF OREGON, AND IS DESCRIBED AS FOLLOWS:

Lots 6A, 6B, 7A, 7B, 8A, 8B and 9A in Block 3 of RAILROAD ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

State of Oregon, County of Klamath
Recorded 9/08/99, at 10:59a m.
In Vol. M99 Page 35864
Linda Smith,
County Clerk Fee\$ 25⁰⁰