

This space reserved for County Filing Officer Use only

Vol M00 Page

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): Marathon Media, L.P.	2A. Secured Party Name(s): Fleet National Bank, as Administrative Agent	4A. Assignee of Secured Party (if any):
1B. Debtor Mailing Address(es): 980 North Michigan Avenue Suite 1880 Chicago, Cook County, IL 60611	2B. Address of Secured Party from which security information is obtainable: One Federal Street Boston, MA 02110	4B. Address of Assignee:

3. This financing statement covers the following types (or items) of property (check if applicable):

- ☒ The goods are to become fixtures on: Legal description on attachment
☐ 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)

RETURN TO: B. LAHNIN
 CT Corporation System
 2 Oliver Street
 Boston, MA 02109

and the financing statement is to be filed or recorded in the real estate records. (If the debtor does not have an interest or record) The name of a record owner is:

City of Klamath Falls

- ☒ 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: Marathon Media, L.P.
[Signature]

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

Fleet National Bank, as Administrative Agent
[Signature]

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 after 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)

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 financing statement bearing the record number shown above.

By: _____ Signature of Secured Party(ies) or Assignee(s) OR2-032897

Exhibit A to Fixture Filing**Debtor:**

Marathon Media, L.P.
980 North Michigan Avenue
Suite 1880
Chicago, Illinois 60611

Secured Party:

Fleet National Bank, as Administrative Agent
One Federal Street
Boston, Massachusetts 02110

The Debtor's entire right, title and interest now owned or hereafter acquired in and to the real property (the "Real Property") described on **Exhibit B** attached hereto, together with the Debtor's entire right, title and interest, now owned or hereafter acquired, in and to the following:

- (a) All Improvements (as hereinafter defined), and the rents, issues and profits therefrom;
- (b) All rights, licenses, easements now or hereafter appurtenant thereto, and all other rights of the Debtor of whatever kind or nature, whether running covenants or otherwise now or hereafter appurtenant to the Real Property;
- (c) Any other estate, title or interest in the Real Property or Improvements, and in the streets and ways adjacent thereto, to the extent now owned or hereafter acquired by the Debtor;
- (d) All assignments of lease or subleases (the "Leases") now existing or hereafter entered into by the Debtor with respect to all or any portion of the Real Property and Improvements, and all the rents, issues, profits, revenues, and other income received or receivable by the Debtor under and by virtue of such Subleases;
- (e) All goods, equipment, machinery, furnishings, furniture, chattels and articles of personal property of every kind and nature whatsoever, now or hereafter located on the Real Property or used or to be used in connection with the construction, operation, maintenance, management and sales or leasing of the Improvements, whether now owned or hereafter acquired by the Debtor. The foregoing shall include without limitation all heating, air conditioning, freezing, lighting, laundry, incinerating and power equipment; sprinkler systems; engines; pipes; pumps; tanks; motors; generators; conduits; switchboards; plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus; boilers, ranges, furnaces, oil burners or units thereof; appliances; vacuum cleaning systems; elevators; escalators; shades; awnings; screens; storm doors and windows; stoves; cabinets; partitions; ducts and compressors; rugs and carpets; draperies; plants and shrubbery; furniture and furnishings; whether now owned or hereafter from time to time acquired by the Debtor, together with all attachments and additions thereto, substitutions therefor, and replacements and component parts thereof, whether now or hereafter attached to or used

or to be used on the Real Property in connection with the construction, operation, maintenance and management of the Real Property or the Improvements located thereon; and

(f) All proceeds of the conversion, voluntary or involuntary, of all or any portion of the above-described property into cash, negotiable instruments or other instruments for the payment of money, chattel paper, security agreements, documents or liquidated claims, including, without limitation, all insurance proceeds and all awards arising out of eminent domain proceedings or other proceedings similar thereto.

The above-described Real Property and Improvements, and other rights described in (a), (b), (c) and (d) above, together with any and all additions thereto or replacements thereof, and together with all such property described in (e) and (f) above, insofar as such property is, or can by agreement of the parties be made, a part of the realty, are herein referred to as the "Real Estate". All such property described in (e) and (f) above is hereinafter referred to as the "Collateral". The Collateral and the Real Estate are collectively referred to as the "Property", or such portion thereof as is appropriate to the context in which the term "Property" is used.

"Improvements" shall mean the existing buildings on the Real Estate and all improvements now or hereafter made to the Real Estate.

Exhibit "B"**Legal Description**

Site 113

Beginning at a point which is North 68 degrees 46' East a distance of 60 feet; thence North 68 degrees 45' East a distance of 838.5 feet from the Northeast corner of Block 42 of Hillside Addition to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, which is the true point of beginning of the following described tract; thence South 68 degrees 45' West a distance of 172 feet; thence south 21 degrees 15' East a distance of 119 feet to a point on the circumference of a circle the center point of which bears South 21 degrees 15' East, a distance of 40 feet from said point; thence Easterly along an arc of said circumference North 84 degrees 21' 10" East 17.07 feet to a point which bears South 30 degrees 17' West a distance of 198.68 feet from the point of beginning; thence North 51 degrees 37' East a distance of 126.54 feet to a point; thence North 0 degrees 37' East a distance of 93 feet to the point of beginning, said tract being a portion of and lying in the SE1/4 NW1/4 of Section 28, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

TOGETHER WITH a parcel of land situate in the SE1/4 NW1/4 of Section 28, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the Northeast corner of Block 42, HILLSIDE ADDITION to the City of Klamath Falls, Oregon, according to the duly recorded plat thereof; thence North 68 degrees 46' East a distance of 60.00 feet; thence North 68 degrees 45' East a distance of 666.50 feet to the most Westerly corner of that land owned by the Oregon Water Corporation; thence South 21 degrees 15' East along the Westerly line of said land a distance of 1199.00 feet to the true point of beginning of this description, said point being on the circumference of a circle, the center point of which bears South 21 degrees 15' East a distance of 40 feet from said pint; thence continuing South 21 degrees 15' East a distance of 20.00 feet; thence south 58 degrees 09' 23" East a distance of 185.84 feet to the North-South centerline of said Section 28; thence North 0 degrees 40' East along said centerline a distance of 310.00 feet; thence South 68 degrees 45' West a distance of 55.31 feet to the most Northerly corner of that land owned by the Oregon Water Corporation; thence South 0 degrees 37' West along the Easterly line of said land a distance of 93.00 feet; thence South 51 degrees 37' West along the Southerly line of said land a distance of 126.54 feet to a point on the circumference of a circle whose radius is 40 feet, said point being South 30 degrees 17' West a distance of 198.68 feet from the most Northerly corner of said Oregon Water Corporation land; thence Westerly along the arc of said circle (the long chord of this course bears South 84 degrees 21' 10" West a distance of 17.07 feet) to the true point of beginning of this description.

State of Oregon, County of Klamath
 Recorded 1/5/00, at 2:23 pm.
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Linda Smith,
 County Clerk Fee\$ 36⁰⁰