

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

State of Oregon, County of Klamath

Recorded 03/27/2002 9:33a m.Vol M02, Pg 17723-21

Linda Smith, County Clerk

Fee \$ 61.00 # of Pgs 9

A. NAME & PHONE OF CONTACT AT FILER [optional]	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
CORPORATION SERVICE COMPANY UCC FILINGS DEPT P.O. BOX 1110 ALBANY NY 12201-1110	

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

LXP II, L.P.

OR 1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

c/o Lexington Corporate Properties, Inc.
355 Lexington Avenue

CITY

New York

STATE
NYPOSTAL CODE
10017-6603COUNTRY
USA1d. TAX ID #: SSN OR EIN
13-3828798ADD'L INFO RE
ORGANIZATION
DEBTOR1e. TYPE OF ORGANIZATION
LP1f. JURISDICTION OF ORGANIZATION
Delaware1g. ORGANIZATIONAL ID #, if any
2498691☐ NONE2. 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. TAX ID #: SSN OR EIN

ADD'L INFO RE
ORGANIZATION
DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

☐ NONE3. 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

LaSalle Bank National Association (formerly known as LaSalle National Bank), as Trustee under Trust and Servicing Agreement dated May 19, 1995 for LXP Funding Corp. Commercial Mortgage Pass-Through Certificates

OR 3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

c/o Pacific Life Insurance Company; 700 Newport Center Drive

Newport Beach

CA

92660

USA

4. This FINANCING STATEMENT covers the following collateral:

Description of collateral attached hereto as Schedule A.

To be filed in the Real Estate Records of Klamath County, Oregon.

5. ALTERNATIVE DESIGNATION [if applicable]:	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input checked="" type="checkbox"/> 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 <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2 <input type="checkbox"/>			
8. OPTIONAL FILER REFERENCE DATA Property Substitution on LXP I, L.P. and LXP II, L.P.						

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

183717.1.49

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME LXP II, L.P.		
OR		
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME LXP I, L.P.			
OR			
11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS c/o Lexington Corporate Properties, Inc., 355 Lexington Avenue		CITY New York	STATE NY
		POSTAL CODE 10017-6603	COUNTRY USA
11d. TAX ID #: SSN OR EIN 13-3828793	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION Limited Partnership	11f. JURISDICTION OF ORGANIZATION Delaware
			11g. ORGANIZATIONAL ID #, if any 2498758

12. <input type="checkbox"/> ADDITIONAL SECURED PARTY'S <input type="checkbox"/> or <input type="checkbox"/> ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)			
12a. ORGANIZATION'S NAME			
OR			
12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS		CITY	STATE
		POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☒ fixture filing.

14. Description of real estate:

Refer to Exhibit A attached hereto.

16. Additional collateral description:

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

17. Check only if applicable and check only one box.Debtor is a ☐ Trust or ☐ Trustees acting with respect to property held in trust or ☐ Decedent's Estate18. Check only if applicable and check only one box.☐ Debtor is a TRANSMITTING UTILITY☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years☐ Filed in connection with a Public-Finance Transaction — effective 30 years

ADDRESS:2655 Shasta Way
Klamath Falls, OregonCOUNTY:

Klamath County

ASSESS. PARCEL #:

3809-34CC-301

All of that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being:

Parcel One

A parcel of land located in the Southwest one-quarter of Section 34, Township 38 South, Route 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Commencing at a brass cap marking the Southwest corner of Section 34 and running North 00°28'30" West 168.83 feet; thence North 89°31'30" East 55.00 feet to a point on the Easterly right-of-way line of Washburn Way and the Point of Beginning; running thence, along said right-of-way line, North 00°28'30" West 944.12 feet; thence leaving said right-of-way, North 89°31'53" East 588.63 feet; thence South 00°28'07" East 1101.80 feet to the Northerly right-of-way line of Shasta Way; thence along said right-of-way South 89°52'25" West 77.96 feet; thence North 87°15'50" West 300.37 feet; thence South 89°52'25" West 7.13 feet; thence leaving said right-of-way, North 00°28'07" West 159.15 feet; thence South 89°31'53" West 172.03 feet; thence 38.10 feet along a 35.00 foot radius curve left, the long chord of which bears South 58°20'54" West 36.24 feet to the Point of Beginning.

SCHEDULE A
TO UCC-1 FINANCING STATEMENT

Debtor:

LXP I, L.P. and LXP II, L.P.
c/o Lexington Corporate Properties, Inc.
355 Lexington Avenue
New York, New York 10017

Secured Party:

LaSalle Bank National Association (formerly known as
LaSalle National Bank), as Trustee under Trust and
Servicing Agreement dated May 19, 1995 for LXP
FUNDING CORP. Commercial Mortgage Pass-Through
Certificates
c/o Pacific Life Insurance Company
700 Newport Center Drive
Newport Beach, California 92260

This financing statement covers all of the Debtor's right, title and interest in and to the following types or items of property (including but not limited to the definition of such types or items in the Uniform Commercial Code as in effect in the State of New York (the "UCC")), wherever located, whether now owned or hereafter acquired and whether now existing or hereafter arising or all proceeds of any or all of the foregoing (all being collectively referred to as the "Collateral");

- (a) the land described in Exhibit A attached hereto (the "Land");
- (b) the buildings, foundations, structures, improvements and fixtures now or hereafter located or erected on the Land (the "Improvements");
- (c) (i) all streets, avenues, roads, alleys, passages, places, sidewalks, strips and gores of land and ways, existing or proposed, public or private, adjacent to the Land, and all reversionary rights with respect to the vacation of said streets, avenues, roads, alleys, passages, places, sidewalks and ways in the land lying

thereunder, (ii) all air, lateral support, drainage, oil, gas and mineral rights, options to purchase or lease, waters, water courses and riparian rights now or hereafter pertaining to or used in connection with the Land and/or Improvements, (iii) all and singular, the tenements, hereditaments, rights of way, easements, appendages and appurtenances and property now or hereafter belonging or in any way appertaining to the Land, and (iv) all estate, right, title, claim or demand whatsoever, either at law or in equity, in possession or expectancy, of, in and to the Land (collectively, the "Appurtenances");

(d) the machinery, appliances, apparatus, equipment, fittings, fixtures, materials, articles of personal property and goods of every kind and nature whatsoever, and all additions to and renewals and replacements thereof, and all substitutions therefor, now or hereafter affixed to, attached to, placed upon or located upon or in the Land, or any part thereof, and used in connection with the use, ownership, management, maintenance, enjoyment or operation of the Land in any present or future occupancy or use thereof and now owned or leased or hereafter owned or leased by Debtor including, but without limiting the generality of the foregoing, all heating, lighting, laundry, cooking, incinerating, loading, unloading and power equipment, boilers, dynamos, stokers, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus, air cooling and air conditioning apparatus, building materials and equipment, elevators, escalators, carpeting, shades, draperies, awnings, screens, doors and windows, blinds, stoves, ranges, refrigerators, dishwashers, cabinets, office equipment, furniture and furnishings, partitions, ducts and compressors (other than equipment and personal property of tenants of the Land or the Improvements, or any part thereof) (hereinafter collectively called "Building Equipment");

All such right, title and interest of Debtor in and to each of the parcels or sets of parcels of the Land, Debtor's interest in and to the Improvements and Building Equipment located thereon and such other property with respect thereto described in the foregoing claus-

es is herein called a "Property" and all such Properties are herein collectively called the "Properties."

(e) all of Debtor's right, title and interest as lessor or licensor, as the case may be, in, to and under all leases, underlettings, concession agreements and licenses of the Properties, or any part thereof, now existing or hereafter entered into by Debtor (as the same have been or may hereafter be amended, modified or supplemented), including, without limitation, any cash and securities deposited thereunder (collectively, the "Leases"), and all of Debtor's right, title and interest, in the right to receive and collect the revenues, income, rents, issues, profits, royalties and other benefits payable under any of the Leases or otherwise arising from the use or enjoyment of all or any portion of the Properties (collectively, the "Rents");

(f) all proceeds, judgments, claims, compensation, awards or payments hereafter made to Debtor for the taking, whether permanent or temporary, by condemnation, eminent domain, or for any conveyance made in lieu of such taking, of the whole or any part of the Properties, including, without limitation, all proceeds, judgments, claims, compensation awards or payments for changes of grade of streets or any other injury to or decrease in the value of the Properties, whether direct or consequential;

(g) all unearned premiums paid under insurance policies now or hereafter obtained by Debtor to the extent the same insure the Properties and any other insurance policies to the extent the same insure the Properties including, without limitation, liability insurance policies and Debtor's interest in and to all proceeds of the conversion and the interest payable thereon, voluntary or involuntary, of the Properties, or any part thereof, into cash or liquidated claims including, without limitation, proceeds of casualty insurance, title insurance (other than liability insurance) or any other insurance maintained on or with respect to the Properties;

(h) all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and Appurtenances to, the Properties, hereafter acquired by or released to Debtor or constructed, assembled

or placed by Debtor on the Properties, and all conversions of the security constituted thereby;

(i) all of Debtor's right, title and interest in, to and under, to the extent the same may be encumbered or assigned by Debtor pursuant to the terms thereof without occurrence of a breach of default thereunder or a violation under applicable law, and without impairment of the validity or enforceability thereof, (i) any reciprocal easement agreements, operating agreements and similar agreements affecting the ownership, use and operation of the Properties and all contracts and agreements relating to the Properties, as such agreements have been or may hereafter be amended, modified or supplemented, excepting, however, any service contracts, maintenance contracts and other agreements entered into by Debtor in the ordinary course of business, and other documents, books and records related to the ownership and operation of the Properties; (ii) to the extent permitted by law, all consents, licenses (including, to the extent permitted by law, any licenses held by Debtor permitting the sale of liquor at any of the Properties the transfer and/or assignment of which is permitted by law without filing or other qualification), warranties, guaranties, building permits and government approvals relating to or required for the construction, completion, occupancy and operation of the Properties; (iii) all plans and specifications for the construction of the Improvements, including, without limitation, installations of curbs, sidewalks, gutters, landscaping, utility connections and all fixtures and equipment necessary for the construction, operation and occupancy of the Improvements; (iv) all such other contracts and agreements from time to time executed by Debtor relating to the ownership, leasing, construction, maintenance, operation, occupancy or sale of the Properties, together with all rights of Debtor to compel performance of the terms of such contracts and agreements; and (v) subject to the terms of the Cash Collateral Agreement, the Accounts and any funds in such Accounts from time to time;

(j) to the extent the same may be encumbered or assigned by Debtor pursuant to the terms thereof and to the extent permitted by law, all of Debtor's right, title and interest in, to and under escrows, documents, instruments, and general intangibles, as the foregoing terms are defined in the UCC, in any case which now or

hereafter relate to, are derived from, or are used in connection with the Properties, and all contract rights, franchises, books, records, plans, specifications, permits, licenses, approvals, actions and causes of action which now or hereafter relate to, are derived from or used in connection with the Properties or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon (collectively, the property described in the foregoing clauses (f), (g), (h), (i) and this clause (j), the "Intangibles"); and

(k) all proceeds, both cash and noncash, of all of the foregoing which may be sold or otherwise be disposed of.

The defined terms used herein shall have the following meanings:

Accounts: Shall mean, collectively, the Cash Collateral Account, the Payment Reserve Account, the Default Interest Account, the Repair Reserve Account, the Capital and TI Reserve Account, the Mortgage Escrow Account, the Ross Reserve Account, the Purchase Option Reserve Account and the Exel Expansion Reserve Account and any and all of Debtor's other accounts, general intangibles, chattel paper, cash or monies, wherever located, whether in the form of cash or checks, and all cash equivalents including all deposits and certificates of deposit, instruments, whether negotiable or non-negotiable, debt notes both certificated and uncertificated, repurchase obligations for underlying notes of the types described herein, and commercial paper (a) received in connection with the sale or other disposition of all or any of the Properties, (b) maintained by Debtor in a segregated account in trust for the benefit of Secured Party, or (c) held by Secured Party.

Capital and TI Reserve Account: Shall mean the trust account established in the name of Agent, as agent for Secured Party, with Agent, and entitled "LaSalle National Bank, as lender, Re: LXP I, L.P. and LXP II, L.P. Capital and TI Reserve Account."

Cash Collateral Account: Shall mean the trust account established in the name of Agent, as agent for Secured Party, with Agent, and entitled "LaSalle Nation-

al Bank, as lender, Re: LXP I, L.P. and LXP II, L.P. Cash Collateral Account."

Cash Collateral Agreement: Shall mean the Cash Collateral Account Security, Pledge and Assignment Agreement, dated as of May __, 1995 (as the same may be amended, restated, supplemented or otherwise modified from time to time), among Debtor, as pledgor, The Bank of New York, as agent (the "Agent") for Secured Party, and Secured Party, as pledgee.

Default Interest Account: Shall mean the trust account established in the name of the Agent, as agent for Secured Party, with Agent, and entitled "LaSalle National Bank, as lender, Re: LXP I, L.P. and LXP II, L.P. Default Interest Account."

Exel Expansion Reserve Account: Shall mean the trust account established in the name of Agent, as agent for Secured Party, with Agent, and entitled "LaSalle National Bank, as lender, Re: LXP I, L.P. and LXP II, L.P. Exel Expansion Reserve Account."

Mortgage Escrow Account: Shall mean the trust account established in the name of Agent, as agent for Secured Party, with Agent, and entitled "LaSalle National Bank, as lender, Re: LXP I, L.P. and LXP II, L.P. Mortgage Escrow Account."

Payment Reserve Account: Shall mean the trust account established in the name of Agent, as agent for Secured Party, with Agent, and entitled "LaSalle National Bank, as lender, Re: LXP I, L.P. and LXP II, L.P. Payment Reserve Account."

Purchase Option Reserve Account: Shall mean the trust account established in the name of Agent, as agent for Secured Party, with Agent, and entitled "LaSalle National Bank, as lender, Re: LXP I, L.P. and LXP II, L.P. Purchase Option Reserve Account."

Repair Reserve Account: Shall mean the trust account established in the name of Agent, as agent for Secured Party, with Agent, and entitled "LaSalle National Bank, as lender, Re: LXP I, L.P. and LXP II, L.P. Repair Reserve Account."