

104 NOV 24 PM 8:50

Vol M04 Page 81011**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

Frederick C.C. Boyd, III, Esq 404/233-7000

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Return acknowledgment to:



Capitol Services, Inc.
P.O. Box 1831 Austin TX 78767
800/345-4647

State of Oregon, County of Klamath

Recorded 11/24/04 8:50 A mVol M04 Pg 81011-15

Linda Smith, County Clerk

Fee \$ 41.00 # of Pgs 5

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 PacPizza, LLC				FIRST NAME		MIDDLE NAME		SUFFIX	
OR 1b. INDIVIDUAL'S LAST NAME				CITY		STATE		POSTAL CODE	
1c. MAILING ADDRESS 220 Porter Drive, Suite 100				San Ramon		CA		94583	
1d. TAX ID # SSN OR EIN				ADD'L INFO RE ORGANIZATION DEBTOR		1e. TYPE OF ORGANIZATION Limited Liability Co.		1f. JURISDICTION OF ORGANIZATION Delaware	
						1g. ORGANIZATIONAL ID #, if any DE 2706663		<input type="checkbox"/> 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 PacPizza Leasing Co., LLC				FIRST NAME		MIDDLE NAME		SUFFIX	
OR 2b. INDIVIDUAL'S LAST NAME				CITY		STATE		POSTAL CODE	
2c. MAILING ADDRESS 220 Porter Drive, Suite 100				San Ramon		CA		94583	
2d. TAX ID # SSN OR EIN				ADD'L INFO RE ORGANIZATION DEBTOR		2e. TYPE OF ORGANIZATION Limited Liability Co.		2f. JURISDICTION OF ORGANIZATION Delaware	
						2g. ORGANIZATIONAL ID #, if any DE 2759706		<input type="checkbox"/> 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 Bank of America, N.A.				FIRST NAME		MIDDLE NAME		SUFFIX	
OR 3b. INDIVIDUAL'S LAST NAME				CITY		STATE		POSTAL CODE	
3c. MAILING ADDRESS 600 Peachtree Street, NE, GA1-006-13-20				Atlanta		GA		30308	

4. This FINANCING STATEMENT covers the following collateral:

Those items described on Exhibit "A" now or hereafter attached to, located in or used in connection with the real property described in Schedule "1" attached hereto.

Property Location: 3650 S. 6th Street, Klamath Falls, Klamath County, OR 97603 (Unit #11640)

5. ALTERNATIVE DESIGNATION (if applicable):		LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	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		7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)		All Debtors		Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA							

Klamath County, Oregon Filing

MM&M File No. 6109/46917

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

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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 PacPizza, LLC		
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME
		MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

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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				
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY
11d. TAX ID #	SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION
				11g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ 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:

See Schedule "1" 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):

TOWN & COUNTRY CENTER, L.L.C.

17. Check only if applicable and check only one box.Debtor is a ☐ Trust or ☐ Trustee 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

Unit:

Unit No. 11640

3650 S. 6th Street, Klamath Falls, OR
97603

EXHIBIT A
TO UCC-1 FINANCING STATEMENT

PACPIZZA, LLC, a Delaware limited liability company
and PACPIZZA LEASING CO., LLC., a Delaware limited liability company
("Debtor")

All terms used herein having their initial letters capitalized and not otherwise defined herein shall be defined as set forth in the security documents to which this filing pertains.

- (a) All equipment and fixtures held or maintained at the Unit located at 3650 S. 6th Street, Klamath Falls, OR 97603, Klamath County or otherwise used in the ownership or operation of the Unit (including, without limitation, food preparation equipment, decorations, seating, signage, furniture, and other machinery and office equipment), together with all additions and accessions thereto and replacements therefor (collectively, the "Equipment");
- (b) All inventory held or maintained at the Unit or otherwise used in the ownership or operation of the Unit (including, without limitation, (i) all food and paper inventory and all other raw materials, work in process and finished goods and (ii) all such goods which are returned to or repossessed by Debtor), together with all additions and accessions thereto, replacements therefor, products thereof and documents therefor (collectively, the "Inventory");
- (c) All accounts, chattel paper, instruments, deposit accounts and other rights to the payment of money (including, without limitation, general intangibles and contract rights) arising as a result of any activities conducted by, through or at the Unit (including, without limitation, payments received with respect to termination, arbitration or litigation under the Franchise Agreement) (collectively, the "Receivables") and all contracts, security agreements, leases, guaranties and other agreements evidencing, securing or otherwise relating to the Receivables (collectively, the "Related Contracts");
- (d) All other general intangibles and contract rights not otherwise described above acquired, held, used, sold or consumed in connection with the Unit or relating to or arising out of the Unit (including, without limitation, (i) customer and supplier lists and contracts, books and records, computer programs and other intellectual property, insurance policies, tax refunds, contracts for the purchase of real or personal property; (ii) all patents, copyrights, trademarks, tradenames and service marks; (iii) to the extent permitted by the terms thereof, all licenses to use, applications for, and other rights to, such patents, copyrights, trademarks, tradenames and service marks; (iv) all goodwill of Debtor; (v) to the extent permitted by the Franchise Agreement or Franchisor, the Franchise Agreement and any rights thereunder, including the right to receive payments; and (vi) to the extent permitted by the terms thereof, any other agreement between Debtor and Franchisor);
- (e) All other property not otherwise described above acquired, held, used, sold or consumed in connection with the Unit or relating to the Unit or the management thereof (including, without limitation, all money, certificated securities, uncertificated securities, documents and goods); and
- (f) All proceeds of the foregoing (including, without limitation, whatever is receivable or received when Collateral or proceeds is sold, collected, exchanged, returned, substituted or otherwise disposed of, whether such disposition is voluntary or involuntary, including rights to payment and return premiums and insurance proceeds under insurance with respect to any Collateral, and all rights to payment with respect to any cause of action affecting or relating to the Collateral).

SCHEDULE 1

PARCEL 1:

A portion of the NE1/4 SE1/4 of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at an iron pin on the South right of way line of South Sixth Street as presently located and constructed, which bears South 0 degrees 22' 15" East a distance of 48.5 feet from the Northwest corner of said NE1/4; thence Easterly, along said right of way line a distance of 142.5 feet to a point; thence South at right angles to said right of way line a distance of 460.0 feet to a point; thence West, parallel to said right of way line a distance of 142.5 feet, more or less, to the West line of said NE1/4 SE1/4; thence North along said West line a distance of 460.0 feet to the point of beginning.

PARCEL 2:

A portion of the NE1/4 SE1/4 of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a 1/2 inch iron pin which bears South 89 degrees 52' West a distance of 745.73 feet and South 0 degrees 20' 55" East a distance of 220.16 feet from the brass cap monument marking the East quarter corner of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, said beginning point also being on the South line of tract described as Parcel #1 in Deed from Klamath County School District to Klamath County, recorded in Volume 295 at page 135, Deed Records of Klamath County, Oregon; thence continuing from said beginning point South 0 degrees 20' 55" East along a line parallel to and 4.0 feet distant Easterly, when measured at right angles to, from the existing Easterly wall of the Payless Drug Store Building as the same is presently located and constructed, a distance of 402.04 feet to a 1/2 inch pipe; thence South 53 degrees 42' 15" West a distance of 304.44 feet, more or less, to a 1/2 inch pipe on the Northeasterly boundary of the O. C. & E. Railroad right of way as the same is presently located and constructed, and from which point the aforesaid monument marking the East quarter corner of said Section 3 bears North 50 degrees 50' 20" East a distance of 1273.34 feet; thence Northwesterly along said Northeasterly boundary of the O. C. & E. Railroad right of way a distance of 299.5 feet, more or less, to the West line of said NE1/4 SE1/4; thence North along said West line a distance of 186.5 feet, more or less, to a point on said West line which bears South 0 degrees 22' 15" East a distance of 460.0 feet from the Southerly boundary line of the relocated right of way of the Klamath Falls-Lakeview Highway; thence Easterly, parallel with said highway right of way line a distance of 142.5 feet to a point; thence North, parallel with the West line of said NE1/4 SE1/4, a distance of 460.0 feet, more or less, to the Southerly boundary of said relocated highway right of way; thence Easterly along said relocated right of way line a distance of 387.7 feet, more or less, to a point which bears North 0 degrees 20' 55" West from the point of beginning-, thence South 0 degrees 20' 55" East a distance of 174.66 feet, more or less, to the point of beginning.

PARCEL 3:

A portion of the NE1/4 SE1/4 of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point which bears South 01 degrees 14' East a distance of 55.03 feet and South 89 degrees 14' West a distance of 580.0 feet from the quarter section corner common to Sections 2 and 3, said Township and Range, said point being on the South right of way line of South Sixth Street presently located and constructed; thence continuing South 89 degrees 14' West along said South right of way line a distance of 129.4 feet to the Northwest corner of this description; thence South 0 degrees 18' East a distance of 137.0 feet to an iron pin; thence North 89 degrees 14' East a distance of 131.9 feet to an iron pin; thence North 01 degrees 14' West a

distance of 137.0 feet, more or less, to the point of beginning, EXCEPTING a strip of land 8 feet wide running North and South on the West side of said parcel reserved for sidewalk purposes.

PARCEL 4:

A tract of land situated in the SE 1/4 of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the East one-fourth corner of said Section 3, thence South 89 degrees 52' West 275.74 feet; thence South 00 degrees 21' 47" East 54.10 feet to a one-half inch pipe on the Southerly right of way line of the Dalles-California Highway marking the Northeast corner of that parcel of land described in Deed Volume 251 at page 162, Deed Records of Klamath County, Oregon; thence continuing South 00 degrees 21' 47" East along the East line of said parcel described in said Deed Volume 251 at page 162, 233.00 feet to the true point of beginning of this description; thence continuing South 00 degrees 21' 47" East along said line 395.64 feet to the Northerly right of way line of the Oregon-California and Eastern Railway Company; thence North 67 degrees 41' West along said right of way line 156.57 feet (162 feet by record); thence North 00 degrees 55' 30" West along the West line of said parcel described in said Deed Volume 251 at page 162, 334.24 feet; thence North 89 degrees 14' East 147.71 feet to the true point of beginning of this description with bearings based on the East line of the SE 1/4 of said section 3 as being South 01 degrees 14' East.

PARCEL 5:

A portion of the NW1/4 SE1/4 of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a one-half inch iron pin on the South right of way line of South Sixth Street as the same is presently located and constructed, said point being on the West line of tract of land deeded to Miller by Deed Volume 251 at page 162, Deed Records of Klamath County, Oregon, and the East line of a tract of land deeded to Wheeler by Deed Volume 142 at page 349, Deed Records of Klamath County, Oregon; thence South 0 degrees 55' 30" East along the line between the two above described tracts a distance of 341.6 feet to a 5/8 inch iron pin marking the Southeast corner of a tract of land deeded to United States National Bank of Oregon by Deed recorded in Volume M72 at page 13690, Microfilm Records of Klamath County, Oregon, and the true point of beginning of this description; thence continuing South 0 degrees 55' 30" East a distance of 225.64 feet, more or less, to the Northeasterly right of way line of the O.C. & East Railroad; thence North 67 degrees 41' West along said right of way line a distance of 148.11 feet to the Southwest corner of said Wheeler tract; thence North 0 degrees 55' 30" West along the West line of said Wheeler tract, a distance of 167.58 feet to the Southwest corner of said United States National Bank tract; thence North 89 degrees 14' East along the South line of said tract a distance of 136.09 feet to the point of beginning.