

2008-014404

Klamath County, Oregon



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10/22/2008 09:40:00 AM

Fee: \$36.00

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	

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						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 220 Porter Drive, Suite 100			CITY San Ramon	STATE CA	POSTAL CODE 94583	COUNTRY USA
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						
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS 220 Porter Drive, Suite 100			CITY San Ramon	STATE CA	POSTAL CODE 94583	COUNTRY USA
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.						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 600 Peachtree Street, NE, GA1-006-13-20			CITY Atlanta	STATE GA	POSTAL CODE 30308	COUNTRY USA

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: 1826 Austin Street, Klamath Falls, Klamath County, Oregon 97603 (Unit #24730)

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 (if applicable)	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

(Unit 24730)

MM&M File No. 6109/46917

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	ADDL 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.

15. Additional collateral description:

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

K FALLS ONE LLC
c/o Capital Pacific
4260 Galewood Street, Suite A
Lake Oswego, Oregon 97035

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 Estate

18. 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. 24730)
1826 Austin Street
Klamath Falls, Oregon 97603
Klamath County

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 1826 Austin 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).

Unit:
(Unit No. 24730)
1826 Austin Street
Klamath Falls, Oregon 97603
Klamath County

SCHEDULE I

LEGAL DESCRIPTION

OVERALL BOUNDARY DESCRIPTION

A TRACT OF LAND BEING ALL THAT PORTION OF TRACTS 32, 33 A AND 36 OF ENTERPRISE TRACTS, SITUATED IN THE NORTHWEST ONE-QUARTER OF SECTION 3, TOWNSHIP 39 SOUTH RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" IRON ROD WITH A 1 1/2" ALUMINUM CAP PER KLAMATH COUNTY SURVEY NO. 1441 AND LOCATED AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF PERSHING WAY AND THE WESTERLY RIGHT-OF-WAY LINE OF AUSTIN STREET; THENCE NORTH 55°53'18" WEST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE 880.81 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF AVALON STREET; THENCE NORTH 30°35'30" EAST ALONG SAID EASTERLY LINE 1001.49 FEET; THENCE NORTH 89°51'08" EAST 110.58 FEET; THENCE NORTH 00°10'38" WEST, 150.05 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SHASTA WAY; THENCE NORTH 89°49'57" EAST ALONG SAID SOUTH LINE 376.79 FEET TO SAID WESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 00°19'16" WEST ALONG SAID WESTERLY LINE 1,122.19 FEET TO AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE SOUTH 34°06'49" WEST 465.41 FEET TO SAID NORTHEASTERLY RIGHT-OF-WAY LINE AND THE POINT OF BEGINNING.

SAID TRACT CONTAINS 952,197 SQUARE FEET OR 21.86 ACRES, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS PER C.S. NO. 4202 KLAMATH COUNTY SURVEY RECORDS.