

MITC97746 G

2013-010878

Klamath County, Oregon

09/25/2013 11:14:28 AM

Fee: \$117.00

RECORDATION REQUESTED

By:

Umpqua Bank
Tehama Commercial Loan Center
C/O Loan Support Services
PO Box 1580
Roseburg, OR 97470

AMERITITLE

WHEN RECORDED MAIL TO:

Umpqua Bank
PO Box 1580
Roseburg, OR 97470

FOR RECORDER'S USE ONLY

INTERCREDITOR AGREEMENT

DATE: August 29, 2013

PARTIES: James A. Carleton; Carleton Farms

Umpqua: Umpqua Bank, c/o Loan Support Services, P.O. Box 1580, Roseburg, OR 97470

Creditor: Washington Federal successor of South Valley Bank & Trust

RECITALS

A. James A. Carleton ("Borrower") is indebted to Creditor and, in order to secure repayment of that indebtedness, Creditor has obtained a lien and security interest in Borrower's property as described in the UCC Financing Statement attached hereto as Exhibit "A" ("Creditor's Collateral"), which was filed with the County of Klamath in the State of Oregon as Instrument No. 2012-007206 ("Creditor's Lien").

B. Umpqua has extended and/or proposes to extend credit to Borrower as evidenced by one or more notes payable to Umpqua, together with all extensions, renewals, modifications, substitutions and refinances of that note or notes ("Umpqua's Loan") to be secured, in whole or in part, by the property described in the UCC Financing Statement attached hereto as Exhibit "B" ("Umpqua's Lien").

C. Umpqua is willing to extend credit to Borrower only on the condition that Umpqua's lien position on the Priority Collateral described below is superior to Creditor's Lien on that collateral. Creditor is willing to subordinate its interest in the Priority Collateral on the terms and conditions stated herein.

AGREEMENT

In consideration of the foregoing Recitals, which are incorporated by this reference herein, and the covenants and conditions stated below, the Parties agree as follows:

1. **PRIORITY COLLATERAL.** As used herein, the term "Priority Collateral" means the following described property of Borrower in which both Umpqua and Creditor claim a lien: All Fixtures.
2. **SUBORDINATION.** Creditor hereby subordinates Creditor's Lien and any and all security interests Creditor now has or may hereafter acquire in all or any portion of the Priority Collateral to Umpqua's

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**INTERCREDITOR AGREEMENT
(Continued)**

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Lien and any other security interest in favor of Umpqua that secures Umpqua's Loan. Creditor will not in any manner interfere with Umpqua's security interest in the Priority Collateral, nor will Creditor seek to notify account debtors or attempt to collect proceeds of the Priority Collateral unless and until Creditor is advised by Umpqua that Borrower has satisfied in full Umpqua's Loan and that Umpqua has terminated its security interest in and to the Priority Collateral. Creditor retains its relative priority with respect to Umpqua's Lien on collateral which is not Priority Collateral.

3. **ATTACHMENT; CONDITIONS.** The subordinations and priorities specified herein are:
- a. applicable irrespective of time or order of attachment or perfection of the security interest or other interest referred to herein; the time or order of filing of financing statements; the acquisition of a purchase money or other security interest, or the time of giving or failure to give notice of the acquisition or expected acquisition of a purchase money or other security interest; and
 - b. expressly conditioned upon the non-avoidability and perfection of the security interest to which the other security interest is subordinated and if the security interest to which the other interest is subordinated is not perfected or is avoidable for any reason, then the subordination provided for herein shall not be effective as to that particular item of collateral.

3.1 **Limitation on Liability of Parties to Each Other.** No party makes any representations nor assumes any responsibility with respect to the execution, construction or enforcement of any obligation, agreement or instrument of security, or other document executed by Borrower. No party shall be under any duty or obligation to investigate, validate, or confirm any data or materials relating to Borrower or the value of any collateral. No party shall have any duties or obligations by reason of this Agreement other than as provided herein.

3.2 **No Limitation of Rights.** Except with respect to priorities established by this Agreement, nothing in this Agreement is intended to affect or limit any party's security interest in the Collateral or in any other assets of Borrower. The parties to this Agreement specifically reserve all of their respective rights and security interests against Borrower and any of its assets, and the rights to assert such interests against Borrower and third parties.

4. **DISPOSITION OF COLLATERAL.** Umpqua and Creditor each shall give the other prior written notice of the time and place of any public sale or the time after which any private sale or other intended disposition is to be made by either of them with respect to the Priority Collateral or the Creditor's Collateral.

5. **EFFECT OF AGREEMENT; AMENDMENTS.** This Agreement shall constitute a continuing agreement of subordination and each party may, without notice to the other party, lend money, extend credit and provide other financial services to or on behalf of Borrower on the basis of this Agreement. This Agreement shall constitute the entire agreement between the parties herein with respect to the subject matter hereof and shall not be amended except with the written consent of both Umpqua and Creditor. The subordinations, agreements and priorities set forth herein shall remain in full force and effect, regardless of whether any Party hereto seeks to rescind, amend, terminate or reform, by litigation or otherwise, its respective agreement with the Borrower.

6. **TERM.** This Agreement will be effective upon its execution by Umpqua and Creditor and it will remain in full force and effect until such time as Borrower has satisfied in full Umpqua's Loan and Umpqua has terminated Umpqua's Lien

7. **SUCCESSOR INTEREST.** This Agreement is binding upon, and will inure to benefit of, Umpqua and Creditor and their successors and assigns. Neither Borrower, any guarantor nor any person other than Umpqua or Creditor is intended to benefit, in any way, by this Agreement.

**INTERCREDITOR AGREEMENT
(Continued)**

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8. **WAIVER.** The failure at any time or times to require strict performance of any of the provisions, warranties, terms and conditions contained herein shall not waive, affect or diminish any right to thereafter demand strict compliance or performance therewith, and any waiver of any default shall not waive or affect any other default, whether prior or subsequent thereto and whether of the same or of a different type. None of the warranties, conditions, provisions and terms contained in this Agreement shall be deemed to have been waived by any act, knowledge or inaction, but only by an instrument in writing signed by an officer of the waiving party.

9. **NOTICE.** All notices, demands or requests, and responses thereto, required or permitted to be given pursuant to this Agreement or by applicable law shall be in writing and shall be deemed to have been properly given or served and shall be deemed received: (a) on the date delivered, if sent by hand delivery (to the person or department, if specified above); (b) three days following the date deposited in the United States mail, postage prepaid and certified with return receipt requested; or (c) one day following the date deposited with a national overnight carrier, to the names and addresses set forth above in the header of this Agreement, or at such other single address in the United States as Umpqua or Creditor may by notice in writing designate for notice.

10. The loan transaction that is evidenced by this Agreement has been applied for, considered, approved and made in the State of Oregon. If there is a lawsuit relating to this Agreement, the undersigned shall, at Lender's request, submit to the jurisdiction of the courts of Lane, Douglas or Washington County, Oregon, as selected by Lender, in its sole discretion, except and only to the extent of procedural matters related to Lender's perfection and enforcement of its rights and remedies against the collateral for the loan, if the law requires that such a suit be brought in another jurisdiction. As used in this paragraph, the term "Agreement" means the promissory note, guaranty, security agreement or other agreement, document or instrument in which this paragraph is found, even if this document is described by another name, as well.

ARBITRATION. Borrower and Lender agree that all disputes, claims and controversies between them, arising from this Note or otherwise, including without limitation contract and tort disputes, shall be brought in their individual capacities and not as a plaintiff or class member in any purported class or representative proceeding and, upon request of either party, shall be arbitrated pursuant to the rules of (and by filing a claim with) Arbitration Service of Portland, Inc., in effect at the time the claim is filed. No act to take or dispose of any collateral securing this Note shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any collateral securing this Note, including any claim to rescind, reform, or otherwise modify any agreement relating to the collateral securing this Note, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Borrower and Lender agree that in the event of an action for judicial foreclosure pursuant to California Code of Civil Procedure Section 726, or any similar provision in any other state, the commencement of such an action will not constitute a waiver of the right to arbitrate and the court shall refer to arbitration as much of such action, including counterclaims, as lawfully may be referred to arbitration. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Note shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

INTERCREDITOR AGREEMENT
(Continued)

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ATTORNEY FEES AND EXPENSES. The undersigned agrees to pay on demand all of Lender's costs and expenses, including Lender's attorney fees and legal expenses, incurred in connection with enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement. Lender may also use attorneys who are salaried employees of Lender to enforce this Agreement. The undersigned shall pay all costs and expenses of all such enforcement. In the event arbitration, suit, action or other legal proceeding is brought to interpret or enforce this Agreement, the undersigned agrees to pay all additional sums as the arbitrator or court may adjudge reasonable as Lender's costs, disbursements, and attorney fees at hearing, trial, and on any and all appeals. As used in this paragraph "Agreement" means the loan agreement, promissory note, guaranty, security agreement, or other agreement, document, or instrument in which this paragraph is found, even if this document is also described by another name. Whether or not an arbitration or court action is filed, all reasonable attorney fees and expenses Lender incurs in protecting its interests and/or enforcing this Agreement shall become part of the indebtedness evidenced or secured by this Agreement, shall bear interest at the highest applicable rate under the promissory note or credit agreement, and shall be paid to Lender by the other party or parties signing this Agreement on demand. The attorney fees and expenses covered by this paragraph include without limitation all of Lender's attorney fees (including the fees charged by Lender's in-house attorneys, calculated at hourly rates charged by attorneys in private practice with comparable skill and experience), Lender's fees and expenses for bankruptcy proceedings (including efforts to modify, vacate, or obtain relief from any automatic stay), fees and expenses for Lender's post-judgment collection activities, Lender's cost of searching lien records, searching public record databases, on-line computer legal research, title reports, surveyor reports, appraisal reports, collateral inspection reports, title insurance, and bonds issued to protect Lender's collateral, all to the fullest extent allowed by law

11. ARBITRATION. Borrower and Lender agree that all disputes, claims and controversies between them, arising from this Note or otherwise, including without limitation contract and tort disputes, shall be brought in their individual capacities and not as a plaintiff or class member in any purported class or representative proceeding and, upon request of either party, shall be arbitrated pursuant to the rules of (and by filing a claim with) Arbitration Service of Portland, Inc., in effect at the time the claim is filed. No act to take or dispose of any collateral securing this Note shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any collateral securing this Note, including any claim to rescind, reform, or otherwise modify any agreement relating to the collateral securing this Note, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Borrower and Lender agree that in the event of an action for judicial foreclosure pursuant to California Code of Civil Procedure Section 726, or any similar provision in any other state, the commencement of such an action will not constitute a waiver of the right to arbitrate and the court shall refer to arbitration as much of such action, including counterclaims, as lawfully may be referred to arbitration. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Note shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

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(Continued)

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12. **JURY WAIVER.** The parties hereto each waive any right to a trial by jury on any claim, demand, action, cause of action or counterclaim arising under or in any way related to this Agreement, and under any theory of law or equity, whether now existing or hereafter arising.

13. **SEVERABILITY.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable as written, then the parties hereto intend and desire that such provision be enforceable to the full extent permitted by law, and the invalidity or unenforceability of such provision shall not affect the validity and enforceability of the remainder of this Agreement.

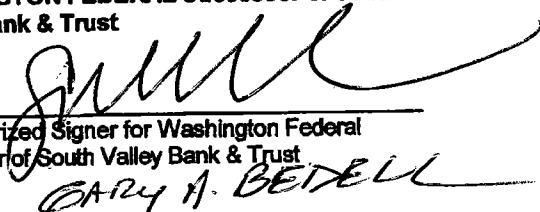
14. **COUNTERPARTS; FACSIMILE.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single instrument. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, the parties shall confirm facsimile transmitted signatures by signing an original document.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

LENDER:
UMPQUA BANK

By: 
Authorized Signer

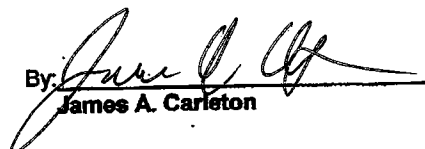
CREDITOR:
WASHINGTON FEDERAL Successor of South Valley Bank & Trust

By: 
Authorized Signer for Washington Federal
successor of South Valley Bank & Trust
CARY A. BETELL

Borrower's Consent

Borrower hereby consents to the execution and performance of the foregoing Agreement. Borrower agrees that Umpqua and Creditor may share among them such information concerning Borrower, the collateral or the outstanding indebtedness of Borrower as any party may deem necessary or appropriate under this Agreement.

BORROWER:

By: 
James A. Carleton

Scanned &
E-Mailed

by: *lw*
date: *9/2/13*

WTC1396-10860

Exhibit "A"

2012-007206

Klamath County, Oregon



00120577201200072060030035

06/29/2012 02:52:08 PM

Fee: \$47.00

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

C. Jensen

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

South Valley Bank & Trust
Commercial Branch
P O Box 5210
Klamath Falls, OR 97601

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

Carleton Farms

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

530 N. Main St

CITY

Merrill

STATE

OR

POSTAL CODE

97633

COUNTRY

1d. SEE INSTRUCTIONS

ADD'L INFO RE
ORGANIZATION
DEBTOR

1e. TYPE OF ORGANIZATION

Partnership

1f. JURISDICTION OF ORGANIZATION

OR

1g. ORGANIZATIONAL ID #, if any

☒ 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

OR

2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. SEE INSTRUCTIONS

ADD'L INFO RE
ORGANIZATION
DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

☐ 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

South Valley Bank & Trust

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

P O Box 5210

CITY

Klamath Falls

STATE

OR

POSTAL CODE

97601

COUNTRY

USA

4. This FINANCING STATEMENT covers the following collateral:

All Fixtures including, but not limited to Five (5) 10kw solar energy systems; whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general intangibles and accounts proceeds).

Richard C. Jensen

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. ☒ 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

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 Carleton Farms		
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				
OR				
11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
11d. <u>SEE INSTRUCTIONS</u>	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:

15232 Anderson Road Merrill, OR 97633, 5323 Hwy 100 Merrill, OR 97633, 16502 Anderson Road Merrill, OR 97633, 4th St. East Hill Road Merrill, OR 97633, 16240 Taylor Road Merrill, OR 97633

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

**Carleton Farms
530 N. Main St
Merrill, OR 97633**

16. Additional collateral description:

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
☐ Filed in connection with a Public-Finance Transaction

EXHIBIT "A"
LEGAL DESCRIPTION

Property in Klamath County, Oregon known as

R-4010-03600-00400 Helen Carleton property

R-4010-03600-00201 "Kandra" property

R-4011-03100-00300 "Kandra" property

R-4011-03100-00401 "Kandra" property

R-4110-00100-00700 "Garrity" property

R-4111-01100-00300 "Meeks" property

R-4011-00200-01700

R-4110-00100-00800

97746(4)

Exhibit "B"

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
<div> <div>Umpqua Bank</div> <div>PO Box 1580</div> <div>Roseburg, OR 97470</div> </div>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME				
The Alfred C. Carleton and Helen A. Carleton Trust dated July 25, 1985				
OR				
1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
PO Box 774		Merrill	OR	97633-0774
				COUNTRY
				USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME				
Umpqua Bank				
OR				
3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
C/O Loan Support Services, PO Box 1580		Roseburg	OR	97470
				COUNTRY
				USA

4. COLLATERAL: This financing statement covers the following collateral:

- DEFINITIONS. As used in this Collateral description, the following words have the meanings stated below:
 - Grantor and Debtor. The word "Grantor" also includes the Debtor named in any related UCC Financing Statement.
 - Leasehold Property. The term "Leasehold Property" means the property at 15777 Anderson Rd, Merrill, OR 97633 more particularly described below, including all of Grantor's rights of ingress and egress to the Leasehold Property: Exhibit "A".
 - Improvements. The word "Improvements" means all buildings, structures, fixtures and other improvements of every kind and nature now or hereafter located on or about the Leasehold Property.
 - Premises. The word "Premises" means the Leasehold Property and the Improvements.

2. PERSONAL PROPERTY. All personal property and all fixtures of every kind and nature now owned and/or hereafter acquired and situated upon and/or used in connection with the operation, ownership, use or

(Continued on attached Financing Statement Addendum)

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input checked="" type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box:	
<input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	6b. Check <u>only</u> if applicable and check <u>only</u> one box:
<input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA: 70018893	

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

The Alfred C. Carleton and Helen A. Carleton Trust dated July

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

enjoyment of the Premises including, without limitation, the following:

2.1 All accounts, chattel paper, contracts for sale, deposit accounts, documents, documents of title, contract rights, general intangibles, payment intangibles, letters of credit, goods, instruments and assumed business names of Grantor relating to the Premises;

2.2 All equipment, inventory, furnishings, appliances, machinery, tools, building materials, supplies, maintenance or service equipment, Irrigation Pump, 3-1/4 mile Wheel Lines, all Mainline and other raw materials or supplies, component parts and work in progress relating to the Premises;

13. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

☐ covers timber to be cut

☐ covers as-extracted collateral

☐ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

17. MISCELLANEOUS:

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

The Alfred C. Carleton and Helen A. Carleton Trust dated July

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

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10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

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COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

2.3 All warranties, licenses, franchises, plats, as-built plans, approvals, permits, drawings, specifications and construction contracts relating to the Premises or Grantor's business operations on the Premises;

2.4 All commercial tort claims with respect to the Premises and other legal and equitable claims, judgments and awards now or hereafter accruing to the benefit of Grantor and/or the Premises;

2.5 All bonding, construction, development, financing, guaranty, indemnity, maintenance, management, service, supply and warranty agreements, commitments, contracts, subcontracts, reports, studies, agreements; insurance policies and bonds relating to the Premises;

13. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

☐ covers timber to be cut

☐ covers as-extracted collateral

☐ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

17. MISCELLANEOUS:

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

The Alfred C. Carleton and Helen A. Carleton Trust dated July

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

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COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

2.6 All deposits, reserves, prepayments, deferred payments, rebates, refunds and returns of money or property paid to or deposited with any governmental body, agency or authority, any public or private utility, district or company, insurance companies, or any other person in connection with the Premises.

3. INCOME FROM OPERATIONS. All leases, rental agreements, income, room rates, revenues, rents, issues, profits, accounts, accounts receivable, security deposits, rent deposits, general intangibles, contract rights or any other revenues related to the Premises or generated from operations conducted on the Premises, whether now or hereafter existing and whether characterized as being derived from real or personal property.

13. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

☐ covers timber to be cut ☐ covers as-extracted collateral ☐ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

17. MISCELLANEOUS:

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

The Alfred C. Carleton and Helen A. Carleton Trust dated July

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

including, without limitation, income from inventory sales, tenant or guest occupancy of the Premises, personal services, amenities, concessions, vendors, food and bar services.

; whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing.

13. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

☐ covers timber to be cut

☐ covers as-extracted collateral

☐ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

17. MISCELLANEOUS:

EXHIBIT "A"
LEGAL DESCRIPTION

E1/2-SW1/4 of Section 36, Township 40 South, Range 10 East, Willamette Meridian, Klamath County, Oregon. SAVING AND EXCEPTING therefrom the following described parcel:

Beginning at the Southeast corner of said SW1/4, said point of beginning being on the North right of way line of the existing county road; thence Northerly along the Westerly right of way line of the existing canal a distance of 600 feet; thence Westerly a distance of 200 feet; thence South and parallel to the Westerly right of way line of said canal a distance of 600 feet to the Northerly right of way line of the county road; thence East along said Northerly right of way line a distance of 200 feet, more or less, to the point of beginning. ALSO SAVING AND EXCEPTING any portion conveyed to the United States of America for ditches, canals, drains or laterals.

mtc9774604

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
Umpqua Bank PO Box 1580 Roseburg, OR 97470

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME				
The Alfred C. Carleton and Helen A. Carleton Trust dated July 25, 1985				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
PO Box 774	Merrill	OR	97633-0774	USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME				
Umpqua Bank				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
C/O Loan Support Services, PO Box 1580	Roseburg	OR	97470	USA

4. COLLATERAL: This financing statement covers the following collateral:

All Fixtures including but not limited to Irrigation Pump, 3-1/4 mile Wheel Lines and all Mainline; whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing.

5. Check only if applicable and check only one box: Collateral is ☒ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

70018893

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

The Alfred C. Carleton and Helen A. Carleton Trust dated July

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

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OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

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11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

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COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. ☒ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

☐ covers timber to be cut

☐ covers as-extracted collateral

☐ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

Exhibit "A".

17. MISCELLANEOUS:

EXHIBIT "A"
LEGAL DESCRIPTION

E1/2 SW1/4 of Section 36, Township 40 South, Range 10 East, Willamette Meridian, Klamath County, Oregon. SAVING AND EXCEPTING therefrom the following described parcel:

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