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When recorded return to:

07/09/2015 10:13:41 AM

Fee: \$147.00

Tandy C. Patrick
Bingham Greenebaum Doll LLP
3500 National City Tower
101 South Fifth Street
Louisville, Kentucky 40202

MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, AND SECURITY AGREEMENT

THIS MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, AND SECURITY AGREEMENT ("Mortgage") is made as of this 29th day of June 2015 by Kazi Management VI LLC, a U.S. Virgin Islands limited liability company, whose address is 330 Strand Street, Frederiksted, St. Croix, United States Virgin Islands 08840 ("Mortgagor") for the benefit of KFC National Council and Advertising Cooperative, Inc., a Delaware Corporation ("NCAC"), whose address is 1941 Bishop Lane, Suite 1000, Louisville, Kentucky 40218, and KFC Corporation, a Delaware Corporation, for itself and KFC U.S. Properties, Inc., a Delaware Corporation, which merged into KFC Corporation on December 23, 2013 (collectively "KFCC"), whose address is 1441 Gardiner Lane, Louisville, Kentucky 40213. NCAC and KFCC shall collectively be referred to as "Mortgagee."

WITNESSETH

WHEREAS, Agreed Final Judgments in the original amount of \$3,622,417.89 to NCAC and \$6,951,880.48 to KFCC have been entered in the United States District Court for the Western District of Kentucky, *KFC Corporation, et al. v. Kazi*, Civil Case No. 3:12CV-564-DJH, consolidated with *KFC National Council and Advertising Cooperative, Inc. v. Kazi*, Civil Case No. 3:13CV-291-DJH ("Agreed Final Judgments"); and

WHEREAS, to secure payment, in part, of the Agreed Final Judgments, "Kazi" (as hereinafter defined), a Member of Mortgagor and the sole Manager of Mortgagor, has caused Mortgagor to grant this Mortgage in certain real estate which Mortgagor owns and which is located in Klamath County, Oregon, more particularly described in the attached Exhibit A, incorporated herein by reference (the "Real Estate"), and any improvements, now or hereafter, thereon or thereto; and

WHEREAS, this Mortgage and any and all renewals, extensions, and replacements thereto ("Debt Documents") and all of the obligations of Mortgagor in connection with the Debt Documents are collectively referred to as "Mortgagor's Obligations"; and

WHEREAS, Mortgagor has agreed to enter into this Mortgage.

WHEREAS, "Kazi" and his wife, Khatija Kazi, the only members of Mortgagor, consent to Mortgagor entering into this Mortgage and have signed a Resolution of the Members of Kazi Management VI LLC, incorporated herein by reference, to that effect; and

NOW, THEREFORE, FOR VALUE RECEIVED, THE RECEIPT, ADEQUACY AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, to secure payment, in part, of the Agreed Final Judgments and performance of Mortgagor's Obligations, Mortgagor hereby MORTGAGES and WARRANTS unto Mortgagee and their respective successors and assigns, all of Mortgagor's present and future title, right and interest in and to the Real Estate, together with all tenements, hereditaments, appurtenances, easements, rights-of-way and rights appertaining thereto or used in connection therewith, together with all rights, title, and interests of Mortgagor, now existing or hereafter arising, in and to:

1. All rights, privileges, interests, tenements, hereditaments, easements, and appurtenances in any way now or hereafter benefiting, belonging, or appertaining to all or any of the Real Estate, including (without limiting the generality of the foregoing) all land lying within any roadway and strips adjoining all or any of the Real Estate, all minerals, oil, gas and other hydrocarbon substances thereon or therein and all air rights and water rights (collectively, the "Easements and Appurtenances");
2. All buildings, structures and other improvements of every kind and description now or hereafter erected, constructed or placed on the Real Estate, together with all fixtures, equipment, machinery, apparatus, furniture, furnishings and other articles of personal property now or hereafter located in or upon, attached to or regularly used or intended to be regularly used in connection with the Real Estate, and all replacements thereof, including all components thereof, whether real or personal property (collectively, the "Improvements");
3. All extensions, improvements, betterments, substitutes, replacements, renewals, additions and appurtenances of or to the Easements and Appurtenances and of or to the Improvements (collectively, the "Additions");
4. All rents, issues, proceeds, income, profits and security and other tenant deposits of the Real Estate, the Easements and Appurtenances, the Additions and the Improvements, including all Leases and Subleases of all and any of such property (collectively, the "Rents and Leases"); and
5. All awards, payments and proceeds of conversion, whether voluntary or involuntary, of any of the Real Estate, Easements and Appurtenances, Improvements, Additions and Rents and Leases, including (without limitation) all insurance, condemnation and tort claims, rent claims and other obligations dischargeable in cash or cash equivalent (collectively, the "Proceeds"),

all of which shall be considered mortgaged by this Mortgage and shall be hereinafter collectively referred to as the "Property."

AND, Mortgagor, for itself and its successors and assigns, hereby further covenants with Mortgagee as follows:

1. Representations and Warranties of Mortgagor.

- (a) Mortgagor represents and warrants that (i) Mortgagor has a valid and indefeasible, good, and marketable title in fee simple to the Property and has the legal right to mortgage the Property, and (ii) the Property is and shall remain free from all liens and

encumbrances, except only the lien of current real estate taxes not delinquent, this Mortgage and any additional and any liens and encumbrances in favor of Mortgagee (the "Permitted Exceptions"), and Mortgagor will warrant and defend Mortgagee's rights, title and interest of, in and to the Property against all claims made thereon.

(b) The financial statements of Kazi, heretofore and hereafter furnished by Kazi to Mortgagee ("Financial Statements"), correctly and fairly present the financial condition of Kazi as of the date thereof and for the periods shown and covered thereby. Kazi does not have any material liabilities, directly, contingent or otherwise, not shown on the Financial Statements, and there has been no material, adverse change in their respective assets or condition (financial or otherwise) since the date of the Financial Statements.

(c) Mortgagor warrants and represents to Mortgagee that it has taken (a) all action necessary to make this Mortgage a valid, binding and legal instrument for the security of the payment and performance of the Agreed Final Judgments and the Mortgagee's Obligations in accordance with terms thereof, and (b) all limited liability company action necessary to authorize the execution and delivery of this Mortgage.

2. Affirmative Covenants of Mortgagor. Until the entire indebtedness secured by this Mortgage is fully paid and all of Mortgagee's Obligations are fully satisfied, Mortgagor, for itself and its successors and assigns, agrees as follows:

(a) Payment of Indebtedness. Mortgagor shall pay promptly when the same shall become due and payable any amounts which may be owed pursuant to Mortgagee's Obligations, all without relief from valuation or appraisal laws.

(b) Damage or Destruction. If all or a portion of the Property or the Improvements are damaged or destroyed by fire or other casualty, then Mortgagor shall notify Mortgagee immediately.

Mortgagor hereby authorizes Mortgagee, in conjunction with Mortgagor, to (i) make proof of loss, (ii) adjust, compromise and settle any claim under insurance policies covering the damage or destruction, (iii) prosecute any action arising from such insurance policies and (iv) collect and receive insurance proceeds and deduct from such proceeds all costs incurred by Mortgagee in connection with collecting the proceeds. Mortgagee, at its option, may require Mortgagor to collect the insurance proceeds at Mortgagor's cost and expense and/or to take any act or prosecute any action necessary or appropriate to collect the insurance proceeds. If no Event of Default (as hereinafter defined or as defined in any other Debt Document) has occurred and if no condition exists, which with the passage of time or the giving of notice would constitute an Event of Default, then any insurance proceeds collected by Mortgagee or Mortgagor as a result of the damage to or destruction of the Property or the Improvements (less the costs, if any, incurred by Mortgagee in connection with the collection of the insurance proceeds) shall be used to pay the cost of repairing, rebuilding and restoring the Property and the Improvements. If an Event of Default has occurred or if a condition exists, which with the passage of time or the giving of notice, would constitute an Event of Default, then such insurance proceeds, at the option of Mortgagee, shall be (i) applied in reduction of the indebtedness secured hereby, whether or not due and payable, or (ii) held by Mortgagee and used to reimburse

Mortgagor for the costs of repairing, rebuilding and restoring the Property and the Improvements. Regardless of the cause of any damage to or destruction of the Property or the Improvements or the availability of insurance proceeds, Mortgagor shall (i) repair, restore and rebuild the Property and the Improvements which are damaged or destroyed at Mortgagor's cost and expense, or (ii) pay in full all indebtedness secured hereby and discharge all other Mortgagor's Obligations. Mortgagor shall commence the repair, rebuilding and restoration of the Improvements promptly after the occurrence of the damage or destruction and shall complete such repair, rebuilding and restoration diligently and in accordance with plans and specifications approved in writing by Mortgagee.

(c) Condemnation. Mortgagor hereby assigns to Mortgagee any award or payment to which Mortgagor has any claim or right with respect to any condemnation of all or any portion of the Property. The conditions, terms and provisions of Subsection 2(b) respecting insurance proceeds from damage or destruction of the Property shall govern and control both (i) the application and use of the proceeds of any such award or payment and (ii) the obligation of Mortgagor to repair, restore and rebuild the remaining Property or repair, restore and rebuild any portion of the Property damaged as a result of such condemnation. A condemnation shall include any taking by any governmental authority or any conveyance in lieu thereof.

(d) Priority of Lien. This Mortgage shall be maintained as a valid first priority prior mortgage lien and security interest on and in the Property, subject only to the Permitted Exceptions.

(e) Taxes and Utilities. Mortgagor shall pay all taxes, assessments, and utility charges incurred in connection with the Property and shall maintain all utility services available for use at the Property and shall furnish receipts or other satisfactory evidence of payment of the same to Mortgagee. Mortgagor will not permit to exist any condition, event or fact which could allow or serve as a basis or justification for any such person to avoid such performance.

(f) Care and Maintenance of Property. Mortgagor shall not commit or permit waste or deterioration upon the Property and shall cause the Property and every part thereof, to be continually maintained, preserved and kept in safe and good repair, working order and condition, and will comply with all present and future laws, statutes, ordinances, rules and regulations of any governmental authority having or claiming jurisdiction with reference to the Mortgaged Property and the manner of leasing, using, operating or maintaining the same (hereinafter referred to as "Governmental Requirements"), as now existing or as hereafter amended, if applicable, and the provisions of all environmental regulations, and with all private declarations, easements, covenants and restrictions, if any, affecting the title to the Property, or any thereof (hereinafter referred to as "Private Restrictions"), and will not commit, suffer or permit any material violation thereof, and will from time to time make all necessary and proper restorations, rebuildings, repairs, renewals, replacements, additions and betterments to the Property, whether required as the result of casualty or otherwise, and whether or not insurance proceeds or condemnation proceeds exist, are made available or are sufficient therefor, in a good and workmanlike manner, so that the value and efficient use thereof shall be fully preserved and maintained, and so that all Governmental Requirements and Private Restrictions shall be complied with. Mortgagor shall give Mortgagee written notice within three (3) days, if it receives notice of any violation of

any Governmental Requirements, environmental regulations, or Private Restrictions, or if any material damage or destruction occurs to the Mortgaged Property. Mortgagor agrees not to demolish, remove, make additions to or alter the Improvements except in accordance with the Debt Documents or as approved by Mortgagee; and not to add any new improvements to the Property, except in accordance with the Debt Documents, unless all of such replacements and additions shall be free of any vendor's lien, title reservation or other security interest prior hereto. All such replacements and additions shall be subject to the lien hereof and the security interest created hereby, which shall be prior to all other liens or security interests thereon and therein, excepting the Permitted Exceptions. Mortgagee or its agents may enter upon the Property at all reasonable times to inspect the same and for the purpose of protecting its security and preserving its rights hereunder, but shall not be liable to any person, party or entity for failure to do so. Mortgagor covenants and agrees not to commence construction of any new buildings or improvements upon the Property without Mortgagee's prior written consent and to complete any such work in a good and workmanlike manner, free and clear of all liens, charges and encumbrances, except the lien hereof and Permitted Exceptions. Mortgagor shall not seek, petition for, make, consent to or acquiesce in any change in the Governmental Requirements or Private Restrictions relating to the Property, including, but not limited to, zoning and building codes and ordinances, without Mortgagee's prior written consent.

3. Negative Covenants of Mortgagor. Until the entire indebtedness secured by this Mortgage is fully paid and all of Mortgagor's Obligations are fully satisfied, Mortgagor, for itself and its successors and assigns, agrees as follows:

(a) Encumbrance of the Property. Except for the Permitted Exceptions, Mortgagor shall not cause, permit or suffer the creation or existence of any lien, encumbrance, cross-collateralization agreement, security interest or other charge upon, against or affecting the Property, any portion thereof or the rents, issues and profits therefrom, whether such lien, encumbrance, cross-collateralization agreement, security interest or other charge is prior to, upon a parity with or junior to this Mortgage or the security interest of Mortgagee created pursuant to the security agreement set forth in Section 11 without prior written consent of Mortgagee.

(b) Deterioration of the Property. Mortgagor shall not commit, cause, permit or suffer waste or physical deterioration of the Property.

(c) Violation of Laws. Mortgagor shall not violate or permit violation of any law, code, ordinance, regulation, order or requirement, including those relating to environmental matters, of any city, county, state, federal or other governmental authority concerning the Property.

4. Protection of Security. If any of the representations, warranties or statements of Mortgagor set forth in this Mortgage or any other Debt Document shall be untrue or incorrect in any material respect at any time and in any respect, then Mortgagee may disburse any sums and take any actions that Mortgagee deems to be necessary or appropriate in its sole discretion to protect Mortgagee's interest or the security given or intended to be given hereunder. All such sums disbursed by Mortgagee and all costs and expenses incurred by Mortgagee in connection with protecting Mortgagee's interest or the security given or intended to be given hereunder

(including without limitation reasonable attorneys' and paralegals' fees and court costs), together with interest thereon, shall (i) constitute additional indebtedness secured by this Mortgage and (ii) be paid by Mortgagor to Mortgagee.

5. Insurance. Mortgagor shall maintain or cause to be maintained hazard, liability, flood insurance, any other insurance as required by Mortgagee insuring the Property, all in such amounts, under such forms of policies, upon such terms and for such periods of coverages as Mortgagee may reasonably require. All such policies shall jointly insure Mortgagor and Mortgagee, and shall provide that losses will be payable to Mortgagor and Mortgagee, as their interests appear, and that Mortgagee shall receive at least thirty (30) days' written notice prior to cancellation or material change in coverage.

6. Reserve for Taxes and Insurance. Commencing upon the occurrence of an Event of Default, as hereinafter defined, Mortgagor shall deposit in escrow with Mortgagee on the first day of the month for each following month, an amount equal to One-Twelfth (1/12) of the total amount reasonably estimated by Mortgagee to be required to pay when due all real estate taxes and assessments on the Real Estate and/or the annual insurance premium. Any interest earned on such funds shall be the property of Mortgagee. No trust shall be created by the establishment of such escrow, and such funds may be commingled with other funds of Mortgagee. In the event that funds in the escrow account are insufficient to pay real estate taxes and assessment amounts thirty (30) days in advance of the due date of payment, Mortgagor shall immediately pay to Mortgagee such deficient amounts. Any notice of assessment or reassessment shall be immediately provided by Mortgagor to Mortgagee, and the monthly escrow payment will be adjusted accordingly.

7. Events of Default. The term "Event(s) of Default" as used herein, shall mean the occurrence, from time to time, of any one or more of the following:

(a) Non-Payment by Kazi. If Zubair M. Kazi ("Kazi") shall default under the Release and Settlement Agreement, referenced in the Agreed Final Judgments, signed in or about June 2015 between Kazi and the NCAC and KFCC;

(b) Non-Payment of Monetary Obligations. If Mortgagor shall default in any payment when due of Mortgagor under this Mortgage or any Debt Document;

(c) Breach of Covenants. If Mortgagor shall default in the due observance or performance of any covenant, agreement, condition, term or provision of this Mortgage;

(d) Representations and Warranties. Any of the representations, warranties or statements of Mortgagor set forth in this Mortgage or any Debt Document shall be untrue or incorrect in any material respect;

(e) Default Under Debt Documents. Default in due performance or observance of any of Mortgagor's Obligations or covenant, agreement, condition, term or provision of any Debt Document, it being expressly recognized by Mortgagor that this Mortgage is security for the performance of each and every such obligation, covenant, agreement, contract, term or provision relating to the Agreed Final Judgments; or

(f) Assignment or Encumbrance. The sale, lease, transfer, alienation, pledge or encumbrance (including any secondary financing or cross collateralization agreements) affecting the Property made by Mortgagor without the prior written consent of Mortgagee. Any assignment of the membership interests of Mortgagor shall be considered an assignment of as used in this subsection.

8. Remedies on Default. Upon the occurrence of an Event of Default, or at any time thereafter during the continuance of such Event of Default, Mortgagee may exercise any or all of the following remedies:

(a) Acceleration. Mortgagee shall have the right to declare all amounts owed by Mortgagor and/or Kazi under any of the Debt Documents to be immediately due and payable in full.

(b) Sale on Foreclosure. Mortgagee shall be entitled to have this Mortgage and all interest or equity of Mortgagor and of all parties claiming under or through Mortgagor foreclosed and to have the Property sold according to law. The proceeds of any such sale shall be applied as follows: FIRST, to pay all charges, costs and expenses of the sale and to reimburse Mortgagee for all amounts advanced by Mortgagee to pay taxes, insurance premiums, environmental assessments, title insurance and survey costs, brokerage fees, attorneys' and paralegal's fees, and all other costs of operating, maintaining and selling the Property, together with interest thereon; SECOND, to pay all accrued interest on Mortgagor's Obligations; THIRD, to pay the entire outstanding principal balance of Mortgagor's Obligations; FOURTH, to pay and obtain releases of all liens and encumbrances against the Property; and LAST, to pay the remainder of the sale proceeds, if any, to Mortgagor upon the delivery and surrender of the Property to the purchaser or as otherwise required by Oregon law.

(c) Right to Receiver. Upon or at any time after the filing of a Complaint to foreclose this Mortgage, the Court in which such Complaint is filed shall, upon Petition by Mortgagee, appoint a Receiver for the Property in accordance with Oregon law. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such Receiver and without regard to the value of the Property whether the same shall be then occupied as a homestead or not and Mortgagee hereunder or their designee may be appointed as such Receiver. Such Receiver shall have the power to collect the rents, issues and profits, if any, of the Property (i) during the pendency of such foreclosure suit, (ii) in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, and (iii) during any further times when Mortgagor, but for the intervention of such Receiver, would be entitled to collect such rents, issues and profits, if any. Such Receiver also shall have all other powers and rights that may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Property during said period, including, to the extent permitted by law, the right to lease all or any portion of the Property for a term that extends beyond the time of such Receiver's possession without obtaining prior Court approval of such lease. The Court from time to time may authorize the application of the net income received by the Receiver in payment of the Mortgagor's Obligations, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien.

(d) Remedies Under Debt Documents. Mortgagee shall be entitled to exercise any remedy under any Debt Document or as may be available under law, in addition to or in lieu of the other remedies set forth in this Section.

(e) Expenses. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after the entry of decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to the title as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Property. All expenditures and expenses of the nature mentioned in this paragraph and such other expenses and fees may be incurred in the enforcement of Mortgagor's Obligations, the protection of said Property and the maintenance of the lien of this Mortgage, including the reasonable fees of any attorney employed by Mortgagee in any litigation or proceeding affecting this Mortgage or the Property, including probate and bankruptcy proceedings, or in preparations for the commencement of defense of any proceeding or threatened suit or proceeding shall immediately due and payable by Mortgagor, with interest thereon until paid and shall be secured by this Mortgage.

(f) Rights Cumulative. Each right, power and remedy herein conferred upon Mortgagee is cumulative and in addition to every other right, power or remedy, express or implied, govern now or hereafter under any of the Debt Documents or at law or in equity, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by Mortgagee, and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy, and no delay or omission of Mortgagee in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any Event of Default or acquiescence therein.

(g) Sale of Personal Property. With regard to the exercise of any or all of the remedies of a secured party under the Uniform Commercial Code ("UCC") with respect to that portion of the Property constituting personal property ("Personal Property"), if any, if Mortgagee should proceed to dispose of any Personal Property in accordance with the provisions of the UCC, five (5) days' notice by Mortgagee to Mortgagor shall be deemed to be commercially reasonable notice under any provision of the UCC requiring notice.

9. Assignment of Rents and Leases.

(a) Assignment. In furtherance of and in addition to the grant of this Mortgage by Mortgagor herein, Mortgagor hereby absolutely and unconditionally assigns, sells, transfers and conveys to Mortgagee all of its right, title and interest in and to all Leases, whether now existing or hereafter entered into, and all of its right, title and interest in and to all Rents. This assignment is an absolute assignment and not an assignment for additional security only.

So long as no Event of Default shall have occurred and be continuing, Mortgagor shall have a revocable license from Mortgagee to exercise all rights extended to the landlord under the Leases, including the right to receive and collect all Rents and to hold the Rents in trust for use in the payment and performance of the Obligations and to otherwise use the same. The foregoing license is granted subject to the conditional limitation that no Event of Default shall have occurred and be continuing. Upon the occurrence and during the continuance of an Event of Default, whether or not legal proceedings have commenced, and without regard to waste, adequacy of security for the Mortgagor's Obligations or solvency of Mortgagor, the license herein granted shall automatically expire and terminate, without notice to Mortgagor by Mortgagee (any such notice being hereby expressly waived by Mortgagor to the extent permitted by applicable law).

(b) Perfection Upon Recordation. Mortgagor acknowledges that Mortgagee has taken all actions necessary to obtain, and that upon recordation of this Mortgage, Mortgagee shall have, to the extent permitted under applicable law, a valid and fully perfected, first priority, present assignment of the Rents arising out of the Leases and all security for such Leases. Mortgagor acknowledges and agrees that upon recordation of this Mortgage, Mortgagee's interest in the Rents shall be deemed to be fully perfected, "choate" and enforced as to Mortgagor and to the extent permitted under applicable law, all third parties, including, without limitation, any subsequently appointed trustee in any case under Title 11 of the United States Code (the "Bankruptcy Code"), without the necessity of commencing a foreclosure action with respect to this Mortgage, making formal demand for the Rents, obtaining the appointment of a receiver or taking any other affirmative action.

(c) Bankruptcy Provisions. Without limitation of the absolute nature of the assignment of the Rents hereunder, Mortgagor and Mortgagee agree that (a) this Mortgage shall constitute a "security agreement" for purposes of Section 552(b) of the Bankruptcy Code, (b) the security interest created by this Mortgage extends to property of Mortgagor acquired before the commencement of a case in bankruptcy and to all amounts paid as Rents and (c) such security interest shall extend to all Rents acquired by the estate after the commencement of any case in bankruptcy.

(d) No Merger of Estates. So long as part of the indebtedness secured hereby and the Mortgagor's Obligations secured hereby remain unpaid and undischarged, the fee and leasehold estates to the Property shall not merge, but shall remain separate and distinct, notwithstanding the union of such estates either in Mortgagor, Mortgagee, any tenant or any third party by purchase or otherwise.

10. Method of Taxation. If any law of the State of Oregon passed after the date of this Mortgage (i) deducts from the value of land for the purposes of taxation any lien thereon and imposes upon Mortgagee a tax in lieu thereof, (ii) provides or changed in any way the laws respecting the taxation of mortgages or the notes or debts secured by mortgages for State or local purposes or (iii) changes the manner of the collection of any such taxes, and the law affects this Mortgage, the other Debt Documents, or the indebtedness secured hereby, then Mortgagee shall have the right to require payment of any of the Mortgagor's Obligations affected thereby on the date thirty (30) days after Mortgagee demands payment, unless Mortgagor has lawfully paid or satisfied such tax or other financial burden imposed on Mortgagee without violation of usury or

other laws. If any stamp tax, recording tax or similar tax or imposition is hereafter claimed by any governmental authority to be due and payable on or in respect of the Debt Documents, then Mortgagor shall promptly pay and discharge the same on demand. No condition, term or provision of this Section shall require Mortgagor to pay any income tax or any other tax not imposed on Mortgagee or any income tax hereafter imposed on Mortgagee.

11. Application of Uniform Commercial Code. This Mortgage shall be deemed to be a security agreement and financing statement with respect to the Property, or any part thereof, and Mortgagor hereby grants to Mortgagee a security interest in the Property and the proceeds thereof pursuant to the UCC. Upon the occurrence of an Event of Default, Mortgagee may assert any or all of the remedies accorded a secured party under the UCC. Mortgagor authorizes Mortgagee to execute and file any financing statements and continuations thereof that Mortgagee may deem necessary and appropriate. Mortgagor shall pay all costs and expenses of filing such financing statements and continuations.

12. Environmental Indemnity. Mortgagor agrees to protect, defend (with counsel reasonably acceptable to Mortgagee at Mortgagor's sole cost), indemnify and hold harmless from and against all losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, costs, judgments, suits, proceedings, damages (including consequential damages), expenses of any kind or nature whatsoever (including attorneys', paralegals' and experts' fees, fees for environmental audits and disbursements and expenses incurred in investigating, defending against or prosecuting any litigation, claim or proceeding) which may at any time be imposed upon, or incurred by or asserted or awarded against Mortgagee. The foregoing representations, warranties, covenants, agreements and indemnification shall survive repayment of the Agreed Final Judgment or any transfer of the Property by foreclosure or by a deed in lieu of foreclosure. Mortgagor, its successors and assigns, hereby waives, releases, and agrees not to make any claim or bring any cost recovery action against Mortgagee under CERCLA or any state equivalent, or any similar law now existing or hereafter enacted. It is expressly understood and agreed that to the extent that Mortgagee is strictly liable under any such law, regulation, ordinance or requirement, Mortgagor's obligation to Mortgagee under the foregoing indemnity shall likewise be without regard to fault on the part of Mortgagor with respect to the violations or condition which results in liability to Mortgagee.

13. Miscellaneous Provisions.

(a) Failure of Sale. If the Property is advertised for sale, as provided in this Mortgage, and not sold, then Mortgagor shall pay the proper and reasonable costs incurred by Mortgagee in connection with the proposed sale, and such amounts shall constitute additional indebtedness secured by this Mortgage and shall bear interest.

(b) Separate Sales. Any real estate or any interest or estate therein sold pursuant to any writ of execution issued on the Agreed Final Judgments, as may be domesticated, or pursuant to any other judicial proceeding under this Mortgage, may be sold in one parcel, as an entirety, or in several parcels, and in such manner or order as Mortgagee may elect, in its reasonable discretion.

(c) Waiver. To the full extent that is lawful, Mortgagor hereby waives and releases and agrees that it will not insist upon, plead or in any way take advantage of (i) any benefit that might accrue to Mortgagor by virtue of any present or future law exempting all or any portion of the Property or the proceeds thereof from any sale, attachment, or levy or sale on execution, (ii) any present or future law providing for any appraisal, valuation, stay of execution, redemption, moratorium or extension of time for payment, and (iii) any right to a marshalling of assets. Without limiting the generality of the foregoing, Mortgagor hereby expressly waives any and all rights of redemption from sale on behalf of Mortgagor and all persons whom it may legally bind who hereafter acquire any interest in the Property.

(d) Consent to Jurisdiction and Waiver of Trial by Jury. Mortgagor irrevocably (i) agrees that Mortgagee may (and Mortgagor shall) bring any suit, action or other legal proceeding arising out of this Mortgage, Mortgagor's Obligations or any other transactions or matters contemplated hereby in the state courts located in the county in which the Real Estate is located or the federal courts whose venue includes the county in which the Real Estate is located, (ii) consents to the jurisdiction of each such court in any such suit, action or proceeding, and (iii) waives its right to a trial by jury.

(e) Notices. Any notice required to be given by this Mortgage shall be made in writing and shall be deemed received if sent by certified mail return receipt requested or by UPS, Federal Express or other nationally recognized overnight courier service addressed as follows:

For Notice to Kazi Management VI LLC
Zubair M. Kazi
A1A Estate Thomas
St. Thomas, U.S. Virgin Islands 00801

With a required copy to:
William Jay Hunter, Jr.
Matthew Lindblom
Brad Keeton
STOLL KEENON OGDEN PLLC
500 West Jefferson Street, Suite 2000
Louisville, Kentucky 40202

For Notice to KFCC:
KFC Corporation
KFC Law Department
Yum! Brands, Inc.
1441 Gardiner Lane
Louisville, Kentucky 40213

With a required copy to:
Charles J. Cronan IV
STITES & HARBISON PLLC
400 West Market Street, Suite 1800
Louisville, Kentucky 40202

For Notice to NCAC:
KFC National Council and Advertising
Cooperative, Inc.
Attn: Cynthia Koplos
Executive Director
1941 Bishop Lane, Suite 1000
Louisville, Kentucky 40218

With a required copy to:
Ben Johnson, II
BINGHAM GREENEBAUM DOLL LLP
3500 National City Tower
101 South Fifth Street
Louisville, Kentucky 40202

(f) Modification of Mortgage. A modification, amendment or waiver of any provision of this Mortgage or any other of the Debt Documents shall be effective only if the modification, amendment or waiver is set forth in a written instrument executed by Mortgagee and Mortgagor, and any such waiver shall be effective only for the specific purpose and in the specific instance for which Mortgagee and Mortgagor granted the waiver.

(g) No Waiver/Remedies Cumulative. Neither failure nor delay on the part of Mortgagee in exercising any right, power or privilege under this Mortgage or any other Debt Document shall operate as a waiver of such right, power or privilege and no single or partial exercise by Mortgagee of any such right, power or privilege shall preclude any further exercise thereof or the exercise of any other right, power or privilege. No notice to or demand on Mortgagor shall (i) entitle Mortgagor to any notices or demands in any circumstances, or (ii) constitute a waiver of Mortgagee's right or power to take any action in any circumstances without notice or demand. No remedy conferred in this Mortgage upon Mortgagee is intended to be exclusive of any other remedy and each shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. Kazi and his wife, Khatija Kazi, the only members of Mortgagor, join in and sign this Mortgage for the purposes of consenting hereto and, in addition, Kazi joins in this Mortgage for the purpose of agreeing to be jointly and severally liable with Mortgagor for any and all of the Mortgagor's obligations under the Mortgage and any Debt Document.

(h) Successors and Assigns. All the terms and provisions of this Mortgage shall be binding upon and inure to the benefit of Mortgagee and Mortgagor and their respective heirs, successors, assigns and legal representatives. Whenever this Mortgage refers to Mortgagee or Mortgagor, such references shall be deemed to include their respective heirs, successors, assigns and legal representatives.

(i) Survival. All covenants, agreements, representations, and warranties made in this Mortgage shall (i) survive the delivery of the Debt Documents to Mortgagee, and (ii) continue in full force and effect until the indebtedness secured by this Mortgage is fully paid and all of Mortgagor's Obligations are fully satisfied.

(j) Severability. In the event that one or more of the conditions, terms or provisions of this Mortgage is determined to be invalid, illegal or unenforceable in any respect, then the validity, legality or enforceability of the remaining, conditions, terms and provisions of this Mortgage shall not be affected or impaired thereby.

(k) Section Headings/Construction. The section heading used in this Mortgage are for convenience only and shall not be construed to modify, enlarge or limit the substance of the conditions, terms or provisions of this Mortgage. Each covenant and agreement made in this Mortgage shall be construed as being independent of each other covenant and agreement set forth herein, and compliance with any one covenant or agreement shall not be deemed to excuse compliance with any or all other covenants and agreements.

(l) No Establishment of Joint Venture or Partnership. Mortgagor and Mortgagee acknowledge and agree that in no event shall Mortgagee be deemed to be a partner or joint venturer with Mortgagor.

(m) Care by Mortgagee. Mortgagee shall be deemed to have exercised reasonable care in the custody and preservation of any of the Property in its possession if it takes such action for that purpose as Mortgagor requests in writing, but failure of Mortgagee to comply with any such request shall not be deemed to be (or to be evidence of) a failure to exercise reasonable care, and no failure of the Mortgagee to preserve or protect any rights with respect to such Property against prior parties, or to do any act with respect to the preservation of such Property not so requested by Mortgagor, shall be deemed a failure to exercise reasonable care in the custody or preservation of such Property.

(n) Indemnity. Mortgagor shall defend, indemnify and hold harmless Mortgagee from and against, and, upon demand, reimburse Mortgagee for, all claims, demands, liabilities, losses, damages, judgments, penalties, costs and expenses, including, without limitation, attorneys' and paralegals' fees and disbursements, which may be imposed upon, asserted against or incurred or paid by Mortgagee by reason of, on account of or in connection with any bodily injury or death or property damage occurring in, upon or in the vicinity of the Property through any cause whatsoever, or asserted against Mortgagee on account of any act performed or omitted to be performed under the Debt Documents or on account of any transaction arising out of or in any way connected to the Property or the Debt Documents.

(o) Legal Existence. Mortgagor agrees that so long as any of its obligations hereunder, or under any of the Debt Documents, or Kazi's obligations under the Agreed Final Judgments remain unsatisfied, Mortgagor will not dissolve or liquidate (in whole or in part) its existence, that it will maintain its existence, will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into corporation, limited liability company, partnership, or other entity, without prior express written consent of Mortgagee.

(p) Subrogation. To the extent that Mortgagee, on or after the date hereof, pays any sum due under any provision of law or any instrument or document creating any lien prior or superior to the lien of this Mortgage, or Mortgagor or any other person pays any such sum with the proceeds of any loan under Mortgagor's Obligations, Mortgagee shall have and be

entitled to a lien on the Property equal in priority to the lien discharged, and Mortgagee shall be subrogated to, and receive and enjoy all rights and liens possessed, held or enjoyed by, the holder of such lien, which shall remain in existence and benefit Mortgagee in securing Mortgagor's Obligations. Mortgagee shall be subrogated, notwithstanding their release of record, to any lien under any mortgage or deed of trust, superior titles, vendors' liens, mechanics' liens, and any other liens, charges, encumbrances, rights and equities on the Property, to the extent that any obligation under any thereof is paid or discharged with proceeds of disbursements or advances under the Agreed Final Judgments or of other Mortgagor's Obligations secured hereby.

(q) Further Assurances. Mortgagor, at its expense, shall deliver and record and cause to be delivered and recorded all such further documents and assurances as Mortgagor shall reasonably require to assure and confirm the Property as security for the Mortgagor's Obligations, and Mortgagor shall execute and deliver to Mortgagee all mortgages, financing statements, assignments, security agreements and the like as may be requested by Mortgagee in connection therewith, and Mortgagor will pay all filing and recording fees, taxes, charges and the like in connection therewith.

IN WITNESS WHEREOF, Mortgagor, for itself and its successors and assigns, has executed this Mortgage on the date indicated above.

KAZI MANAGEMENT VILLC

By: [Signature]
Zubair M. Kazi

Title: Manager

STATE OF Kentucky)
COUNTY OF Jefferson) SS:

The foregoing instrument was acknowledged before me this 29th day of June, 2015 by Zubair M. Kazi, acting in his capacity as the sole Manager of Kazi Management VI LLC.

My commission expires: 8/29/2016

[NOTARY SEAL]

[Signature]
NOTARY PUBLIC
Notary ID # _____

[Signature]
ZUBAIR M. KAZI

STATE OF Kentucky)
)SS:
COUNTY OF Gibson)

The foregoing instrument was acknowledged before me this 29th day of June, 2015 by
Zubair M. Kazi, member of Kazi Management VI LLC.

My commission expires: 8/29/2016

[NOTARY SEAL]

Tracy Green
NOTARY PUBLIC
Notary ID # _____

Khatija M
KHATIJA KAZI

STATE OR TERRITORY OF _____)
)SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____th day of June, 2015 by
Khatija Kazi, member of Kazi Management VI LLC.

My commission expires: _____

[NOTARY SEAL]

REFER TO
ATTACHMENT

NOTARY PUBLIC
Notary ID # _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

STATE OF CALIFORNIA, _____)
COUNTY OF Los Angeles _____)

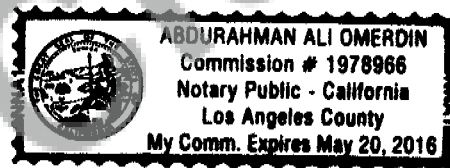
On June 30, 2015 before me, **Abdurahman Ali Omerdin, Notary Public** _____, personally appeared Khatija Kazi _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

Seal _____



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

STATE OF CALIFORNIA, _____)
COUNTY OF _____)

On _____ before me, **Abdurahman A Omerdin (notary public)**, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Seal _____

EXHIBIT A

TRACT I:

Being the same property conveyed to Kazi Management VI, LLC by Quit Claim Deed from the Internal Revenue Service dated March 22, 2007, recorded as Instrument No. 2007-005864 in Klamath County (Oregon) Deed Records and more particularly described as follows:

COLLEGE INDUSTRIAL PARK, BLOCK 1, LOT 5, LOT 9, LOT 10, LOT 11 & LOT 6,

An irregular parcel of Burlington Northern Railroad Company's Station ground property situated in Government Lot 7 (SW ¼) of Section 33, Township 38 South, Range 9 East of Willamette Meridian, in the City of Klamath Falls, Klamath County, Oregon more particularly described as follows:

Commencing at the West ¼ corner of said Section 33; thence North 00° 01' West, along the West line thereof 59.37 feet; thence South 55° 27' East 188.55 feet; thence South 10° 27' West 25.27 feet to the true point of beginning, on the Southerly line of South Sixth Street; thence South 10° 46' 30" West 427.39 feet to the true point of beginning of that tract of land described in Volume 80, Page 562 of the Klamath County Deed Records; thence following along the Westerly line of said tract the following courses, South 10° 46' 30" West 256.81 feet (259.69 feet by said Volume 80, Page 562), along the arc of a curve to the left 618.95 feet (radius = 573.14 feet, central angle = 61° 52' 30" and the long chord bears South 20° 09' 45" East 539.31 feet) to a point lying 14.5 feet Northeasterly, as measured at right angles from the centerline of the 100-foot wide railroad right-of-way corridor occupied jointly by Grantor herein and Southern Pacific Railroad Company and South 51° 06" East, along a line drawn parallel with and distant 14.5 feet Northeasterly from said centerline, 182.02 feet; thence North 38° 54' East 16.21 feet; thence Northwesterly along the arc of a curve to the right (radius = 494.18 feet, central angle = 26° 37' 30" and long chord bears North 37° 47' 15" West 222.93 feet) 225.00 feet to the Southernmost corner of that certain parcel conveyed to the former Great Northern Railway Company by deed and recorded in Volume 82, Page 172 of the Klamath County Deed Records; thence continuing Northwesterly along the Easterly boundary of the above said parcel the following courses, along a curve to the right (radius = 484.18 feet, central angle = 12° 38' 60" and the long chord bears North 18° 09' 30" West 106.54 feet) 106.76 feet Northerly on a curve to the right (radius = 702.55 feet, central angle = 22° 37' 00" and the long chord bears North 00° 32' 00" West 275.52 feet) 277.32 feet, North 10° 46' 30" East 70.23 feet, along a curve to the right (radius = 706.05 feet, central angle = 01° 27' 00" and the long chord bears North 17° 12' 30" East 17.87 feet and North 10° 46' 30" East 589.64 feet to the Southerly line of South Sixth Street; thence along the Southerly line of South Sixth Street the following courses, North 55° 46' 30" West 149.88 feet, North 61° 41' 40.5" West 32.28 feet and North 73° 32' 01.5" West 32.28 feet to the true point of beginning.

EXCLUDING, herefrom that portion of the above described parcel lying Southwesterly of a line drawn parallel with and distant 30.5 feet Northeasterly, as measured at right angles, from the centerline of said 100-foot wide railroad right-of-way corridor.

ALSO EXCEPTING that portion conveyed to the State of Oregon, by and through its State Highway Commission by Deeds recorded January 6, 1956, Book 280, Page 254, Deed Records of Klamath County, Oregon, and recorded March 1, 1956 in Book 281, Page 274, Deed Records of Klamath County, Oregon.

CODE 001 MAP 3809-033CB TL 02300 KEY# 770749

A tract of land located in the SW ¼ of Section 33, Township 38 South, Range 9 East of Willamette Meridian, Klamath County, Oregon, being more particularly described as follows: Commencing at the West one-quarter of said Section 33; thence North 00° 44' 52" West 69.16 feet to a point on the old Southerly right-of-way line of South 6th Street; thence South 55° 26' 00" East along said Southerly right-of-way line, 407.10 feet to the most Northerly corner of central Pacific Railroad Company Lands as described in Volume 85, Page 120, Klamath County Deed records; thence South 10° 46' 30" West 392.29 feet to the true point of beginning; thence continuing along said Westerly boundary. South 10° 46' 30" West 197.35 feet to the most Southerly corner of the land described in deed to Central Pacific Railroad Company as recorded In Volume 85, Page 121 said corner being the Westerly line of the land described as Parcel 2 in Deed Dated August 21, 1928 from J.A. Gordon to Central Pacific Railroad Company as recorded September 4, 1928 in Volume 82, Page 221 of Klamath County Deed Records; thence continuing along said Westerly line along the arc of a 706.05 foot radius non-tangent curve to the right, through a central angle of 16° 37' 00" an arc distance of 204.76 feet (the long chord of which bears North 26° 14' 29" East, 204.05 feet) to a point of non-tangency, thence leaving said Westerly line, North 78° 29' 48" West 54.42 feet to the point of beginning. Code 001 Map 3809-033CB TL 02400 KEY #611626

Parcel 1: The NW ¼ of the SW ¼ of Section 17, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

EXCEPTING THEREFROM that portion lying within the Uhrmann Road, Northern Heights Boulevard and Century Drive rights of way.

Parcel 2: That portion of SW ¼ SW ¼ of Section 17, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, lying Northwesterly of Northern Heights Boulevard. Code 001 Map 3809-017 TL 00200 Key #765112

SUBJECT TO rights reserved in federal patents, state or railroad deeds, building or use restrictions general to the area, zoning regulations, utility easements of record, and rights of way or easements shown on the plate or visible by inspection, reserved oil and mineral rights, and any future adjustment of surface water rights by any appropriate federal and/or state proceeding.

TRACT II:

Being the same property conveyed to Kazi Management VI, LLC by Quit Claim Deed dated March 22, 2007 from the Internal Revenue Service recorded as Instrument No. 2007-005865 in Klamath County (Oregon) Deed Records and more particularly described as follows:

COLLEGE INDUSTRIAL PARK, BLOCK 1, LOT 14

TRACT III:

Being the same property conveyed to Kazi Management VI, LLC by Quit Claim Deed dated March 22, 2007 from the Internal Revenue Service, recorded as Instrument No. 2007-005866 in Klamath County (Oregon) Deed Records and more particularly described as follows:

COLLEGE INDUSTRIAL PARK, BLOCK 1, LOT 15

TRACT IV:

Being the same property conveyed to Kazi Management VI, LLC by Quit Claim Deed dated March 22, 2007 from the Internal Revenue Service, recorded as Instrument No. 2007-005867 in Klamath County (Oregon) Deed Records and more particularly described as follows:

COLLEGE INDUSTRIAL PARK, BLOCK 1, LOT 8

TRACT V:

Being the same property conveyed to Kazi Management VI, LLC by Quit Claim Deed dated March 22, 2007 from the Internal Revenue Service, recorded as Instrument No. 2007-005868 in Klamath County (Oregon) Deed Records and more particularly described as follows:

COLLEGE INDUSTRIAL PARK, BLOCK 1, LOT 7