## 2016-002362 Klamath County, Oregon

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			03/03	3/2016	09:21:	43 AM		Fee: \$
UCC FINANCING STATEMENT FOLLOW INSTRUCTIONS								
A. NAME & PHONE OF CONTACT AT FILER [optional] Why Buy LLC/Bridgitte Griffin 541-331-1440								
B. E-MAIL CONTACT AT FILER [optional]								
agsense01@gmail.com  C. SEND ACKNOWLEDGMENT TO: (Name and Address)						4.		
Why Buy, LLC	$\neg$					7		
PO Box 812	' ▮					_ "	i.	
Merrill, OR 97633					1	<i>\\</i>	١.	
			+		Œ	$\Lambda$	7	-
		_		b		f. Jr	<u> </u>	
DEBTOR'S NAME - Provide only one Debtor name (1a or 1b) (use exact, full na	ame; do not omit, inc					re); if any part of the		
	the Individual Debtor							
Parks-Hickey Hay Sales, LLC				1	7			
OR 15. INDIVIDUAL'S SURNAME FI	IRST PERSONAL N	AME		ADE	DITIONAL	NAME(S)/INITIAL	(S)	SUFFIX
	CITY	*		STA	- 1	POSTAL CODE	- 1	COUNTRY
	Merrill		<u> </u>	0		97633		USA
DEBTOR'S NAME — Provide only one debtor name (2a or 2b) (use exact, full nan name will not fit in line 2b, leave all of item 1 blank, check here and provide and provide to the name will not fit in line 2b.	me; do not omit, mod the Individual Debto							
2a. ORGANIZATION'S NAME					-4	_ 1		
OR 26. INDIVIDUAL'S SURNAME	FIRST PERSONAL N	AME		ADI	DITIONAL	. NAME(S)/INITIAL	(S)	SUFFIX
2c. MAILING ADDRESS C	CITY		-	STA	ATE I	POSTAL CODE	•	COUNTRY
	<i>p</i> .		- 1			0002		
3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURE 3a. ORGANIZATION'S NAME	ED PARTY): Provide	only <u>one</u> Se	cured Party na	me (3a or	3b)		-	
Why Buy, LLC		1	- 7	( ) (	E			
OR 36. INDIVIDUAL'S SURNAME FI	TRST PERSONAL N	AME		ADE	DITIONAL	NAME(S)/INITIAL	(S)	SUFFIX
	TY		_	STA		POSTAL CODE	- 1	COUNTRY
PO Box 812	Merrill			0	R	97633		<u>USA</u>
4. COLLATERAL: This financing statement covers the following collateral:  1 150 HP VFD panel 460VNEMA 3R with psi transducthead, 12 - 2 1/2" x 1 1/2" x 20' goulds tube & shaft, 12	2 - 10"x .279	wall x 2	0' columi	n, 8 -	10"x2	1/2" rubbei	r spid	er, 1 13MC
5-stage am bowl assembly, 1- 10"x10' special screen NEMA 3R with psi transducer, 1 -200HP US VHS mot	i and suction tor NRR VFI	pipe, 5 inverty	:00' 3/4" p / dutv/pre	ex tu emium	bing; ı effici	1-200 HP V encv. 1-12"	FD p disch	anel 460V narge
head, 13-2 1/2"x1 11/16" x 20' goulds tube and shaft,	13- 12"x .33	0 WALI	_ x 20' co	lumn,	9-12	'x2 1/2" rub	ber s	oider, 1
14LC 5-stage am bowl assembly, 1 - 12"x10' special s lines and all attachments and accessories.	screen and s	uction p	oipe; 7 - 1	1/4 mii	le who	eel lines; 3 -	· 1/2 r	nile wheel
Charles and if a reliable and about a place to a	see UCC1Ad, item 17	7 and instruc	tions)	being ad	ministere	d by a Decedent's f	ersonal	Representative
Check only if applicable and check only one box:     Public-Finance Transaction     A Debtor is a Transmi	nitting Utility							
	nsignee/Consignor	Se	ler/Buyer		Bailee/Ba	ilor 🗍	Licens	ee/Licensor
8. OPTIONAL FILER REFERENCE DATA	<del>-</del>		-					

## UCC FINANCING STATEMENT ADDENDUM

FOL	LOW INSTRUCTIONS		_			
9.	NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line because Individual Debtor name did not fit, check here	ne 1b was left blank				
	9a. ORGANIZATION'S NAME		1			
	Parks-Hickey Hay Sales, LLC					
ΔĐ	9b. INDIVIDUAL'S SURNAME		4	h.		
OR	30. INDIVIDUAL 3 SURIAME		"			
	FIRST PERSONAL NAME					
	FIRST PERSONAL NAME					
	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX				
	7.05(110.44.c.) 5.11.2(0).11.11.2(0)		THE ABOVE SPACE IS F	OR FILING OFFICE USE ONLY	1	
10	DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or De	ebtor name that did not fit in line	1b or 2b of the Financing Statement	(Form UCC1) (use exact, full name;		
10.	do not omit, modify, or abbreviate any part of the Debtor's name) and enter the maili	ing address in line 10c				
	10a, ORGANIZATION'S NAME		-75			
		/				
OR	10b. INDIVIDUAL'S SURNAME	A7 [	4.7			
	INDIVIDUAL'S FIRST PERSONAL NAME		$\smile$			
	((	$A \setminus A$				
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)	6 J A		SUFFIX		
	•					
10c.	MAILING ADDRESS	CITY	STATE	OSTAL CODE COUNTRY	Y	
11.	ADDITIONAL SECURED PARTY'S NAME or ASSIGN	OR SECURED PARTY	S NAME: Provide only one name	(11a or 11b)		
	11a. ORGANIZATION'S NAME	1111				
			- AL - N			
ОR	11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NA	ME(S)/INITIAL(S) SUFFIX		
		OW	07175	OSTAL CODE COUNTRY	<del></del>	
11c.	MAILING ADDRESS	CITY	STATE P	DSTAL CODE COUNTRY	Y	
40	ADDITIONAL ODACE FOR HEALA (Callatare)					
12.	ADDITIONAL SPACE FOR ITEM 4 (Collateral):		_ / P			
		16.7				
	`					
		44 THE FINANCING STAT	-MENT-			
13.	This FINANCING STATEMENT is to be filed [for record] (or recorded) in the			7		
	REAL ESTATE RECORDS (if applicable)	covers timber to be	<u> </u>	ateral s filed as a fixture filing		
<ol> <li>Name and address of a RECORD OWNER of above-described real estate described in item 16 (if Debtor does not have a record interest):</li> </ol>		Description of real estate:  Land located in Klamath County, State of Oregon, more particularly				
Estate of Walter Fotheringham		described as follows:				
PO Box 551		0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0				
Merrill, OR 97633		Sec 9 of TS 41 S, R10E of the Willamette Meridian:				
		E 1/2 of SE 1/4; SE 1/4 of NE 1/4.				
		Sec 10 of TS 41 S, R10E of the Willamette Meridian:				
		SW 1/4;				
		S 1/2 of S 1/2 of SW S 1/2 of SE 1/4 of N				
		0 1/2 01 02 1/4 01 14t				
17.	MISCELLANEOUS:					

## **Irrigation Equipment Lease**

This equipment lease ("Lease") is made and effective May 26, 2011, by and between Parks Hickey Hay Sales, LLC (the "Lessor") and Why Buy, LLC (the "Lessee").

- 1. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following described equipment (the "Equipment") located on real property referred to as Fotheringham (see Exhibit A): a 200 HP Drive/Pump/Panel/Motor (referred to as Shop Well Motor Frequency Drive & Casing), a 150 HP Drive/Pump/Panel/Motor (referred to as Middle Well Motor Frequency Drive), two flow meters, seven ½ mile wheel lines and three ½ mile wheel lines.
- 2. The term of this Lease shall commence on May 26, 2011 and shall expire on April 30, 2023.
- 3. The annual rent for the Equipment shall be paid in advance in installments of twenty-five thousand three hundred dollars and 00/100 (\$25,300) dollars each year, beginning on December 1, 2011, and on the first day of December succeeding year throughout the term hereof, at 540 N Main Street, Merrill, OR 97633, or at such other place as Lessor may designate from time to time.
- 4. Lessee shall pay a security deposit in the following amount prior to taking possession of the Equipment: Zero (\$0) dollars. The security deposit will be refunded to Lessee promptly following Lessee's performance of all obligations in this Lease.
- 5. Lessee shall use the Equipment in a careful and proper manner and shall comply with and conform to all national, state, municipal, police and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Equipment.
- 6. Lessor disclaims any and all other warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, except that lessor warrants that lessor has the right to lease the equipment, as provided in this lease.
- 7. Lessee, at its own cost and expense, shall keep the Equipment in good repair, condition and working order and shall furnish any and all parts, mechanisms and devices required to keep the Equipment in good mechanical working order.
- 8. Lessee hereby assumes and shall bear the entire risk of loss and damage to the Equipment from any and every cause whatsoever. No loss or damage to the Equipment or any part thereof shall impair any obligation of Lessee under this Lease, which shall continue in full force and effect through the term of the Lease. In the event of loss or damage of any kind whatever to the Equipment, Lessee shall, at Lessor's option: Place the same in good repair, condition and working order; or replace the same with like equipment in good repair, condition and working order; or pay to Lessor the replacement cost of the Equipment.
- 9. Upon the expiration or earlier termination of this Lease, Lessee shall return the Equipment to Lessor in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering the Equipment at Lessee's cost and expense to such place as Lessor shall specify within the city or county in which the same was delivered to Lessee.
- 10. Lessor will continuously maintain and pay for all risk insurance against loss of and damage to the Equipment for not less than the full replacement value of the Equipment
- 11. Lessee, or Lessor at Lessee's expense, shall report, pay and discharge when due all license and registration fees, assessments, sales, use and property taxes, gross receipts, taxes arising out of receipts from use or operation of the Equipment, and other taxes, fees and governmental charges similar or dissimilar to the foregoing, together with any penalties or interest thereon, imposed by any state, federal or local government or any agency, or department thereof, upon the Equipment or the purchase, use, operation or leasing of the Equipment or otherwise in any manner with respect thereto and whether or not the same shall be assessed against or in the name of Lessor or Lessee. However, Lessee shall not be required to pay or discharge any such tax or assessment so long as it shall, in good faith and by appropriate legal proceedings, contest the validity thereof in any reasonable manner which will not affect or endanger the title and interest of Lessor to the Equipment; provided, Lessee shall reimburse Lessor for any damages or expenses resulting from such failure to pay or discharge.
- 12. Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, suits,

proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising out of, connected with, or resulting from Lessee's use of the Equipment, including without limitation the manufacture, selection, delivery, possession, use, operation, or return of the Equipment.

13. If Lessee fails to pay any rent or other amount herein provided within ten (10) days after the same is due and payable, or if Lessee fails to observe, keep or perform any other provision of this Lease required to be observed, kept or performed by Lessee, Lessor shall have the right to exercise any one or more of the following remedies: To declare the entire amount of rent hereunder immediately due and payable without notice or demand to Lessee; to sue for and recover all rents, and other payments, then accrued or thereafter accruing; to take possession of the Equipment, without demand or notice, wherever same may be located, without any court order or other process of law; to terminate this Lease; to pursue any other remedy at law or in equity.

Lessee hereby waives any and all damages occasioned by such taking of possession. Notwithstanding any repossession or any other action which Lessor may take, Lessee shall be and remain liable for the full performance of all obligations on the part of the Lessee to be performed under this Lease. All of Lessor's remedies are cumulative, and may be exercised concurrently or separately.

- 14. Neither this Lease nor any interest therein is assignable or transferable by operation of law. If any proceeding under the Bankruptcy Act, as amended, is commenced by or against the Lessee, or if the Lessee is adjudged insolvent, or if Lessee makes any assignment for the benefit of his creditors, or if a writ of attachment or execution is levied on the Equipment and is not released or satisfied within ten (10) days thereafter, or if a receiver is appointed in any proceeding or action to which the Lessee is a party with authority to take possession or control of the Equipment, Lessor shall have and may exercise any one or more of the remedies set forth in Section 14 hereof; and this Lease shall, at the option of the Lessor, without notice, immediately terminate and shall not be treated as an asset of Lessee after the exercise of said option.
- 15. The Equipment is, and shall at all times be and remain, the sole and exclusive property of Lessor; and the Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Lease.
- 16. If Lessor shall so request, Lessee shall execute and deliver to Lessor such documents as Lessor shall deem necessary or desirable for purposes of recording or filing to protect the interest of Lessor in the Equipment including, but not limited to a UCC financing statement.
- 17. Lessee shall not assign this Lease or its interest in the Equipment without the prior written consent of Lessor.
- 18. The invalidity or unenforceability of any provision in this Agreement shall not cause any other provision to be invalid or unenforceable.
- 19. This Lease shall be construed and enforced according to laws of the State of Oregon. This instrument constitutes the entire agreement between the parties on the subject matter hereof and it shall not be amended, altered or changed except by a further writing signed by the parties hereto.

The parties hereto have executed this Lease as of the day and year first above written.

By: Dui

Lessee: Why Buy, LL

Tim Parks, Member

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By:

Denis Hickey, Merliber

## "EXHIBIT A"

Land located in Klamath County, State of Oregon, more particularly described as follows:

Section 9 of Township 41 South, Range 10 East of the Willamette Meridian:

E ½ of SE ¼;

SE ¼ of NE ¼.

Section 10 of Township 41 South, Range 10 East of the Willamette Meridian:

SW 1/4;

S ½ of S ½ of SW ¼ of NW ¼;

S ½ of SE ¼ of NW ¼.