


2017-006613**Klamath County, Oregon**

06/16/2017 12:02:00 PM

Fee: \$67.00

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)
 325 13 th ST NE STE 404, Salem, OR 97301-2294 Acct # <u>2212</u> pgs <u>6</u>

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 Kazi Management VI, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 560 N. Nimitz Highway, Suite 214		CITY Honolulu	STATE HI	POSTAL CODE 96817
			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 First Hawaiian Bank				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS Kapiolani Bank Ctr., 1580 Kapiolani Blvd.		CITY Honolulu	STATE HI	POSTAL CODE 96814
			COUNTRY USA	

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

See Exhibits 1 and 2 attached hereto, and incorporated herein by this reference.

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/Licenser

8. OPTIONAL FILER REFERENCE DATA:

Record in Klamath County, Oregon. (FHB/35688)

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

Kazi Management VI, LLC

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):

See Exhibits 1 and 2 attached hereto, and incorporated herein by this reference.

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:

See Exhibit 1 attached hereto, and incorporated herein by this reference.

17. MISCELLANEOUS:

**Exhibit 1
to UCC Financing Statement**

Debtor: Kazi Management VI, LLC

Secured Party: First Hawaiian Bank

Collateral Description

This Exhibit supplements the Security Agreement and UCC Financing Statement under which First Hawaiian Bank is Secured Party and Kazi Management VI, LLC is the Debtor (also referred to as "Grantor" herein). The UCC Financing Statement is to be filed in the real property records as a fixture filing. The record owner of the land is Kazi Management VI, LLC. The word "Collateral" means the following described property of Grantor, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

a) Equipment, Etc. All property of Grantor located on or used in connection with the operation of Grantor's business, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located, including without limitation all furnishings, fixtures, appliances, furniture, supplies, equipment, inventory, building materials, accounts, general intangibles, and any and all other tangible and intangible personal property of Grantor including without limitation instruments, documents, development and construction contracts and related plans and specifications, solar rights, environmental attributes, environmental incentives, tax credits, and general intangibles from and relating to any leases, tenancies, occupancy, or use of the property described on Exhibit A attached hereto and incorporated by this reference ("Property"); and

b) Improvements and Fixtures. All buildings, structures and other improvements now or hereafter erected on the property described above, and all facilities, fixtures, machinery, apparatus, installations, goods, furniture, and equipment, and other properties of whatsoever nature (including without limitation all heating, ventilating, air conditioning, plumbing and electrical equipment, all elevators and escalators, all sprinkler systems, all engines and motors, all lighting, laundry, cleaning, fire prevention and fire extinguishing equipment, all ducts and compressors, all refrigerators, stoves and other appliances, attached cabinets, partitions, rugs, carpets, blinds and draperies, all building materials and supplies, and all construction materials and equipment), now or hereafter located in or used or procured for use in connection with that property, it being the intention of the parties that all property of the character hereinabove described which is now owned or hereafter acquired by Grantor and which is affixed or attached to or used in connection with the property described above shall be, remain, and/or become a portion of that property and shall be covered by and subject to the lien of this instrument, together with all contracts, agreements, permits, plans, specifications, drawings, surveys, engineering reports, and other work products relating to the construction of the existing or any future improvements on the property described herein, any and all rights of Grantor in, to, or under any architect's contracts or construction contracts relating to the construction of the existing or any future improvements on the property described in herein, and any performance and/or payment bonds issued in connection therewith together with any and all rights of Grantor,

without limitation, to make claim for, collect, receive, and receipt for any and all rents, income, revenues, issues, royalties, profits, including mineral, oil, and gas rights and profits, insurance proceeds, condemnation awards and other moneys payable or receivable from or on account of any of the foregoing, including interest thereon, or to enforce all other provisions of any agreement (including those referred to above) affecting or relating to any of the foregoing; and

c) Enforcement and Collection. Any and all rights of Grantor, without limitation, to make claim for, collect, receive and receipt for any and all rents, income, revenues, issues, royalties, and profits, including mineral, oil and gas rights and profits, insurance proceeds, condemnation awards and other moneys, payable or receivable from or on account of any of the property described herein, including interest thereon, or to enforce all other provisions of any other agreement (including those described herein) affecting or relating to any of the property described in herein, to bring any suit in equity, action at law or other proceeding for the collection of such moneys or for the specific or other enforcement of any such agreement, award or judgment, in the name of Grantor or otherwise, and to do any and all things which Grantor is or may be or become entitled to do with respect thereto, provided, however, that no obligation of Grantor under the provisions of any such agreements, awards or judgments shall be impaired or diminished by virtue hereof, nor shall any such obligation be imposed upon Lender; and

d) Accounts and Income. Any and all rights of Grantor in any and all accounts, rights to payment, contract rights, chattel paper, documents, instruments, licenses, contracts, agreements and general intangibles relating to any of the property described herein, including without limitation income and profits derived from the operation of any business on the property described in herein or attributable to services that occur or are provided on the property described herein or generated from the use and operation of the property described herein; and

e) Miscellaneous Income and Accounts Receivable. All other income, accounts, and accounts receivable of any nature whatsoever generated from any the foregoing including without limitation income from concessions, vending, laundry and other coin operated equipment, storage and parking income, and concession, ticket, sales, and advertising income; and

f) Leases. All of Grantor's rights as landlord in and to all existing and future leases, subleases and occupancy agreements affecting all or any portion of the property described herein or any part thereof and all amendments, modifications, extensions, renewals, or supplements thereto approved in writing by Beneficiary, whether written or oral and whether for a definite term or month to month (collectively "Leases"), including all rents and deposits received or receivable thereunder. In accepting this Deed of Trust neither Beneficiary nor Trustee assumes any liability for the performance of any such Leases; and

g) Products and Proceeds. All products or proceeds of any of the foregoing described herein; and

h) Books and Records. All books and records of Grantor in any form relating to the foregoing described herein.

i) Attachments. All attachments, accessions, tools, parts, supplies, increases, and additions to and all replacements of and substitutions for any property described herein.

j) Accounts. All accounts, contract rights, general intangibles, instruments, monies, payments, and all other rights, arising out of a sale, lease, or other disposition of any of the property described herein.

k) Certain Proceeds. All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described herein.

l) Certain Records. All records and data relating to any of the property described herein, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

Fixtures are and will be located on real property identified on Exhibit 2 ("Property").

**Exhibit 2
to UCC Financing Statement**

Debtor: Kazi Management VI, LLC

Secured Party: First Hawaiian Bank

Legal Description

Lots 7 and 8 in Block 1 of TRACT 1174, COLLEGE INDUSTRIAL PARK, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

Lots 14 and 15 in Block 1 of TRACT 1174, COLLEGE INDUSTRIAL PARK, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

The NW 1/4 of the SW 1/4 of Section 17, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon. EXCEPTING THEREFROM that portion lying within TRACT 1174, COLLEGE INDUSTRIAL PARK, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

ALSO SAVING AND EXCEPTING that portion lying within the Uhrmann Road, Northern Heights Boulevard and Century Drive right of ways.

AND that portion of the SW 1/4 SW 1/4 of Section 17, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, lying Northwesterly of Northern Heights Boulevard.

TOGETHER WITH terms and provisions of an Agreement for Easement dated April 15, 1997 and recorded April 17, 1997 in Volume M97, page 11621, Microfilm Records of Klamath County, Oregon, wherein Danoc Corporation, an Oregon corporation is Grantor and Daryl J. Kollman and Marta C. Kollman are Grantees.