

**2018-006700****Klamath County, Oregon**

06/01/2018 12:05:01 PM

Fee: \$67.00

**UCC FINANCING STATEMENT****FOLLOW INSTRUCTIONS**

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

Adam Kruger

B. E-MAIL CONTACT AT FILER [optional]

adam@krugercarson.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Adam Kruger  
Kruger Carson PLLC  
1301 W. 25th Street, Suite 560  
Austin, Texas 78705

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

CD DG Klamath Falls South, LLC

OR 1b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

1c. MAILING ADDRESS

4336 Marsh Ridge Road

CITY

Carrollton

STATE

TX

POSTAL CODE

75010

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 1 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

PSL Austin Lending LLC

OR 3b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

3c. MAILING ADDRESS

100 Congress Avenue, Suite 1550

CITY

Austin

STATE

TX

POSTAL CODE

78701

COUNTRY

US

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

All assets of Debtor including those described on the attached Schedule 1 which is made a part hereof and relates to the real property located in Klamath County, Oregon, that is more particularly described on the attached Exhibit A.

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 Representative6. Check only if applicable and check only one box:☐ Public-Finance Transaction☐ A Debtor is a Transmitting Utility7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA

# 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

CD DG Klamath Falls South, 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):

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 above-described real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

17. MISCELLANEOUS:

**SCHEDULE I**  
**TO**  
**UCC-1 FINANCING STATEMENT**

**Schedule of Collateral**

This *UCC-1 Financing Statement* (this "***Financing Statement***") is filed pursuant to that certain *Line of Credit Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing* (the "***Deed of Trust***") executed by Debtor to a trustor for the benefit of Secured Party, and pursuant to that certain *Construction Loan Agreement* (the "***Loan Agreement***") between Debtor, as the borrower, and Secured Party, as the lender. All terms not defined herein shall have the meaning ascribed to such terms in the Deed of Trust or Loan Agreement. This Financing Statement covers the following types of collateral and proceeds thereof ("***Collateral***") described in this Schedule of Collateral as the same relate to the land (the "***Land***") described in the attached Exhibit A attached hereto and incorporated herein by reference for all purposes, and any and all improvements ("***Improvements***") thereon or thereto (collectively, the "***Property***");

A. Construction Contracts: Collectively or severally, as the context hereof shall suggest or require, all contracts and agreements entered into between Debtor and each Contractor, and between each Contractor and a subcontractor, pertaining to the construction of the Improvements or any part thereof, on the Land, or for the supplying of material (specially fabricated or otherwise), labor, supplies or other services therefor, and all amendments and supplements thereto.

B. Contracts: All of the right, title, and interest of Debtor in, to, and under any and all of the following, whether now or hereafter existing: (i) contracts for the purchase or sale of all or any portion of the Property; (ii) earnest money or other deposits escrowed or to be escrowed, letters of credit provided or to be provided, security, or other deposits under any of the Contracts; (iii) contracts, licenses, permits, and rights relating to water, wastewater, and other utility services which are directly or indirectly related to, or connected with, the Property whether executed, granted, or issued by a private person or entity or a governmental or quasi-governmental agency, including any and all rights of living unit equivalents or other entitlements with respect to water, wastewater, and other utility services; (iv) certificates, licenses, zoning variances, permits, and no-action letters from each Governmental Authority related to the Property, including those required to evidence compliance by Debtor and all Improvements with all Governmental Requirements and Legal Requirements applicable to the Property and to develop and/or operate the Property for its intended use; (v) construction contracts, design services contracts, Property contracts and other contracts, subcontracts, leases, licenses, and permits which in any way relate to the development, construction, use, enjoyment, occupancy, operation, maintenance, or ownership of the Property or the activities conducted thereon, including maintenance agreements and service contracts and management and/or leasing agreements; (vi) all amendments, supplements, restatements, and renewals of or to any of the foregoing; and (vii); all of the revenues, proceeds, insurance proceeds, deposits, fees, receivables, payments, rents, reimbursements, awards, and other rights or benefits arising from or in connection with any of the foregoing; provided that the term "***Contracts***" shall not include Leases or Rents.

C. Design Services Contracts: Collectively or severally, as the context thereof shall suggest or require, all contracts and agreements, and all amendments thereto, entered into

between Debtor and each design professional, or each design [professional and its subcontracted Design professional, relating to the design and/or construction of the Improvements.

D. Equipment: The equipment, furniture, furnishings, and machinery owned by Debtor that is located on the Land.

E. Fixtures: All materials, supplies, equipment, systems, apparatus, and other items now owned or hereafter acquired by Debtor and now or hereafter attached to (temporarily or permanently) any of the Improvements or the Land, including any and all partitions, dynamos, window screens and shades, draperies, rugs and other floor coverings, awnings, motors, engines, boilers, furnaces, pipes, cleaning, and sprinkler systems, fire extinguishing apparatus and equipment, water tanks, swimming pools, heating, ventilating, refrigeration, plumbing, laundry, lighting, generating, waste disposal, stairway, elevator, escalator, conveyor, incinerating, air conditioning, and air cooling equipment and systems, gas and electric machinery and equipment, disposals, dishwashers, refrigerators, ranges, recreational equipment and facilities of all kinds, cables, telephone and communication systems, and water, gas, electrical, storm, and sanitary sewer facilities, and all other utilities, whether or not situated in easements, together with all accessions, appurtenances, replacements, betterments, and substitutions for any of the foregoing and the proceeds thereof.

F. Leases: Any and all leases, master leases, subleases, licenses, concessions, or other agreements (written or oral, now or hereafter in effect) which grant to third parties a possessory interest in and to, or the right to use, all or any part of the Property, together with all security and other deposits related thereto, and all other rights and benefits arising from the Leases except the Rents.

G. Minerals: All substances in, on, or under the Land which are now, or in the future have value and can be extracted or removed from the Land, including oil, gas, and all other hydrocarbons, coal, lignite, carbon dioxide and all other non-hydrocarbon gases, uranium and all other radioactive substances, and gold, silver, copper, iron and all other metallic substances or ores, in place in the Land or upon extraction or removal from the Land.

H. Other Payments: All of the royalties, bonuses, revenues, income, issues, proceeds, profits and receivables, security and other types of deposits, and other benefits paid, payable to or otherwise inuring to the benefit of Debtor pursuant to or in connection with any Leases or otherwise from the use, license or operation of the Property, and all identifiable proceeds thereof, but excluding therefrom any and all Rents.

I. Personalty: All of the right, title, and interest of Debtor in and to: (i) the Equipment and other goods (including, but not limited to, crops, farm products, timber and timber to be cut, and extracted Minerals); (ii) notes, money, insurance proceeds, accounts (including health-care insurance receivables), chattel paper, inventory, instruments (including promissory notes), investment property, documents, deposit accounts, receivables, letters of credit and letter of credit rights, general intangibles (including payment intangibles), trademarks, tradenames, copy rights, and supporting obligations; (iii) all refundable, returnable, or reimbursable fees, deposits, or other funds or evidences of credit or indebtedness deposited by or on behalf of Debtor with any Governmental Authorities, including tap fees, utility deposits, commitment fees, development costs, and any awards, remunerations, reimbursements, settlements, or compensation heretofore made or hereafter to be made by any Governmental Authority pertaining to the Land, Minerals, Improvements, or Personalty, including those for any vacation of, or change of grade in, any streets affecting the Land or the Improvements and those for municipal utility district or other utility costs incurred or deposits made in connection with the Land or the Improvements; (iv) the Books and Records; (v) the Leases and rights and interests therein (but not the obligations), (vi) the Fixtures to the extent they are personal property; (vii) all

Construction Contracts, Property Contracts, Design Services Contracts, other Contracts, and the Plans; (viii) the Residual Rents; and (ix) all other personal property of any kind or character as defined in and subject to the provisions of the Code (Article 9 – Secured Transactions); any and all of which are now owned or hereafter acquired by Debtor, and which are now or hereafter situated in, on, or about the Land or the Improvements, or used in connection with the planning, development, construction, financing, use, occupancy, or operation thereof, or acquired (whether delivered to the Land or stored elsewhere) for use in or on the Land or the Improvements; together with all accessions, replacements, substitutions, revenues, and proceeds of each of the foregoing. Notwithstanding anything contained in the foregoing to the contrary, “Personalty” shall not include Rents.

J.     Plans: The plans and specifications for the construction of the Improvements, prepared by the design professional, and approved as required herein, all amendments thereof and supplements thereto, approved if and as required herein, and all other design, engineering or architectural work, tests, reports, surveys, shop drawings and similar items related thereto.

K.     Property Contracts: All Contracts related to or which affects all or any portion of the operation or use of any portion of the Property, including all Management Agreements, all service contracts, and all utility, maintenance and security contracts, but excluding Leases.

L.     Rents: Any and all “rents”, as now or hereafter included under applicable Oregon law.

**EXHIBIT A  
TO  
UCC-1 FINANCING STATEMENT**

The Land

Parcel 1 of Land Partition 35-17, being a partition of the lands shown on Survey No. 1939 and as described in Bargain and Sale Deed M05-6717 Recorded in the Klamath County Clerk's Office situated in the Southeast Quarter of Section 7, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon and Recorded April 19, 2018 as document No. 2018-004755, official Records of Klamath County, Oregon.