

2019-008786

Klamath County, Oregon

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Fee: \$177.00

WHEN RECORDED, RETURN TO:

SNELL & WILMER L.L.P.
One Arizona Center, Suite 1900
Phoenix, Arizona, 85004
Attention: Jenna Bouchard, Esq.

SPACE ABOVE FOR AUDITOR'S USE ONLY

DOCUMENT TITLE: LINE OF CREDIT DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, FINANCING STATEMENT, AND FIXTURE FILING (LEASEHOLD)

THIS DOCUMENT CONSTITUTES A FIXTURE FILING UNDER THE OREGON UNIFORM COMMERCIAL CODE.

**NAME AND
ADDRESS OF
TRUSTOR:**

WENOREGON LLC, an Oregon limited liability company
503 E. 2nd Avenue, Suite B
Spokane, Washington 99202

**NAME AND
ADDRESS OF
TRUSTEE:**

FIDELITY NATIONAL TITLE INSURANCE COMPANY
600 University Street, #2424
Seattle, Washington 98101

**NAME AND
ADDRESS OF
BENEFICIARY:**

WASHINGTON FEDERAL, N.A.
425 Pike Street, 5th Floor
Seattle, Washington 98101

**ASSESSOR'S
PROPERTY TAX
PARCEL ACCOUNT
NUMBER(S):**

633176

**PROPERTY
ADDRESS:**

2150 South 6th Street, Klamath Falls, Oregon

LINE OF CREDIT DEED OF TRUST. This Deed of Trust is a Line of Credit Instrument. The maximum principal amount to be advanced pursuant to the Note is \$4,650,000.00. The term of the Note commences on the date of this Deed of Trust and ends on September 1, 2025. The maximum principal amount to be advanced pursuant to the Note may be exceeded by advances necessary to complete construction of previously agreed-upon improvements on the Trust Estate pursuant to ORS 86.155(2)(c).

4848-0437-5944

AMERITITLE, has recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

**LINE OF CREDIT DEED OF TRUST,
SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS,
FINANCING STATEMENT, AND FIXTURE FILING (LEASEHOLD)**

THIS LINE OF CREDIT DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, FINANCING STATEMENT AND FIXTURE FILING (LEASEHOLD) (the "Deed of Trust") is made as of July 31, 2019 by **WENOREGON LLC**, an Oregon limited liability company, as Grantor and Trustor ("Trustor"), whose mailing address is 503 E. 2nd Avenue, Suite B, Spokane, Washington 99202; **FIDELITY NATIONAL TITLE INSURANCE COMPANY** ("Trustee"), as trustee, whose mailing address is 600 University Street, #2424, Seattle, Washington 98101; and **WASHINGTON FEDERAL, N.A.** ("Lender") as beneficiary, whose mailing address is 425 Pike Street, 5th Floor, Seattle, Washington 98101.

FOR VALUABLE CONSIDERATION, it is agreed as follows:

**ARTICLE 1
DEED OF TRUST**

1.1 **Grant of Deed of Trust.** Trustor irrevocably grants, conveys, assigns, and transfers to Trustee, in trust, **WITH POWER OF SALE AND RIGHT OF ENTRY**, for the benefit and security of Lender, and grants to Lender a security interest in, all of the Trust Estate; **TO HAVE AND TO HOLD** the Trust Estate hereby granted, conveyed, assigned, and transferred, or so intended, together with all estate, right, title and interest of Trustor and anyone claiming by, through or under Trustor, in, to, under or derived from the Trust Estate and all rights and appurtenances relating thereto, unto Lender, its successors and assigns forever, upon the terms, provisions and conditions set forth in this Deed of Trust, subject only to the Permitted Exceptions. This Deed of Trust is being made pursuant to the terms and conditions of the Loan Agreement, of even date herewith, between Trustor, Wenvalley, LLC, an Oregon limited liability company, and Wenshasta, LLC, a California limited liability company (individually and jointly and severally, "Borrower") and Lender (as it may be amended, restated, supplemented, extended or renewed from time to time, the "Loan Agreement"). Capitalized terms used in this Deed of Trust and not otherwise defined in this Deed of Trust have the meanings given to those terms in the Loan Agreement.

IMPORTANT NOTICE TO LIEN CLAIMANTS:

Any lien attaching to the Trust Estate after the date hereof (each, a "Junior Lien") shall be subject and subordinate to all of the Secured Obligations, including: (a) any debt now or hereafter owed Lender or any affiliate of Lender by Trustor or any other Credit Party, including advances (whether or not obligatory) made subsequent to the recording of this Deed of Trust; and (b) any modification to this Deed of Trust, any other Loan Document, or the Secured Obligations after the date of recording of this Deed of Trust, including, without limitation, increases in the amount of the Secured Obligations, increases in interest rates with respect to any Secured Obligation, and changes to the maturity date of any secured modification, notwithstanding that such modification may occur after the date such Junior Lien attaches or may adversely affect or prejudice the rights of any Junior Lien claimant. Nothing herein shall be deemed an approval or consent by Lender to, or waiver of Lender's right to object to, any such Junior Lien.

1.2 **The Trust Estate.** The "Trust Estate" consists of all of Trustor's estate, right, title and interest in and to the following described property and property rights, whether now existing or hereafter acquired, including in any greater estate hereafter acquired, subject to the terms and conditions of the lease more particularly described on Exhibit 1.2 (the "Lease"), with references in this Deed of Trust to the Trust Estate to mean and include all or any portion of or interest in any of the Trust Estate:

(a) **The Land and Improvements.** The real property described on Exhibit 1.2, together with any and all rights and privileges appurtenant thereto (the "Land"), and all buildings and other improvements located or erected on the Land, including any and all items of property attached or affixed to such buildings or other improvements (or any portion thereof) (collectively, the "Improvements"), which

Improvements are intended and agreed to be an integral part of the real property. The Land and the Improvements are referred to in this Deed of Trust as the "Premises." If there is more than one parcel of real property described on Exhibit 1.2, references in this Deed of Trust to "Land" and "Improvements" shall be to the Land and Improvements relating to and encompassing each such parcel, each of which constitutes a "Premises," and references to "Premises" shall include each such Premises.

(b) Subleases and Rents. Any and all leasehold estates covering any portion of the Premises, including sublease estates, and including all cash or security deposits, advance rentals, and deposits or payments of similar nature (collectively, the "Subleases"), together with any and all rents, issues, profits, damages, income and other benefits now or hereafter derived from the Premises (collectively the "Rents").

(c) Other Interests. Any and all (i) interest, estate or other claim, in law or in equity, in any of the Premises, including any greater estate in either the Land or the Improvements; (ii) easements, rights-of-way and other rights used in connection with the Premises, including all rights to the nonexclusive use of common drive entries; (iii) water rights, water stock, and claims or title to water; (iv) land lying within the right-of-way of any street, open or proposed, adjoining the Premises, and any and all sidewalks, parkways, driveways, alleys and strips and gores of land adjacent to or used in connection with the Premises; and (v) awards made for the taking by eminent domain, or by any proceeding of purchase in lieu thereof, of the whole or any part of the Premises (including awards for severance damages).

(d) UCC Collateral. The "UCC Collateral" described on Exhibit 1.2(d).

(e) The Lease. The leasehold estate created by the Lease, together with all rights, privileges and benefits of whatever character derived by Trustor or to which Trustor may be entitled pursuant to the Lease, including all rights to: (i) exercise options (including options to purchase, renew, extend, terminate, reject, or assume); (ii) give consents and receive payments, reimbursements and refunds; (iii) modify, supplement, terminate, or surrender the Lease; (iv) release or discharge the lessor under the Lease (the "Lessor") from any of Lessor's obligations and covenants under the Lease; and (v) any and all claims and rights to the payment of damages that may presently exist or hereafter arise under or in connection with the Lease or the rights of Trustor thereunder, including any such claim or right that may arise as a result of the rejection or disaffirmance of the Lease by Lessor, or by any trustee of Lessor, pursuant to Title 11 of the United States Code, 11 U.S.C. Sec. 101 et seq., as amended (the "Bankruptcy Code") to which Trustor may be entitled pursuant to Section 365 of the Bankruptcy Code.

(f) Proceeds. All proceeds, both cash and non-cash, and products of any of the foregoing.

1.3 Duration of Deed of Trust. This Deed of Trust shall continue in full force and effect until such time as all indebtedness under the Note(s) executed and delivered pursuant to the Loan Agreement and all other Secured Obligations (defined below) have been fully, finally, and irrevocably paid and performed, at which time this Deed of Trust shall be void, and Lender agrees to execute and cause to be recorded an instrument evidencing the satisfaction of all obligations under this Deed of Trust and releasing this Deed of Trust.

1.4 Warranty. Trustor represents, warrants and covenants that Trustor (a) is, and, as to any portion of the Trust Estate acquired hereafter, will upon such acquisition be, the owner of the Trust Estate and all legal and beneficial interests therein, free and clear of all Liens, other than the Permitted Exceptions; and (b) shall remain the owner of the entire Trust Estate and all legal and beneficial interests therein free and clear of all Liens, other than the Permitted Exceptions.

ARTICLE 2
OBLIGATIONS SECURED

2.1 The Secured Obligations. This Deed of Trust is given to secure the following obligations (collectively, the "Secured Obligations"):

(a) Note Indebtedness. Payment of the indebtedness in the original principal balance of (i) \$4,150,000, with interest thereon, evidenced by the Term Loan A Note and Loan Agreement, with a maturity date of March 1, 2024, together with all extensions, renewals, amendments, and modifications thereof, and (ii) \$500,000, with interest thereon, evidenced by the DLOC Note, any DLOC Term Loan Note(s), and the Loan Agreement, with a maturity date of September 1, 2025, together with all extensions, renewals, amendments, and modifications thereof,

(b) Loan Obligations. Payment of all other Indebtedness and other sums, with interest thereon, that may be owed or arise under, and performance of all other Obligations contained in or arising under, this Deed of Trust, the other Loan Documents, and in any other instrument now or hereafter given to evidence or further secure payment or performance of any Obligation.

(c) Related Agreement Obligations. Payment of all Indebtedness and other sums, with interest thereon, that may be owed under, and performance of all other Obligations contained in or arising under, each Related Agreement; provided, however, that if the rights of the lender under any Related Agreement are transferred or assigned to any Person, other than the named Lender in this Deed of Trust or an Affiliate of such Lender, then from and after such transfer or assignment, the Obligations with respect to such Related Agreement shall cease to be secured by the Trust Estate unless Lender, in its sole discretion, elects otherwise by written notice to Trustor given concurrently with, or prior to, such transfer or assignment.

(d) Future Advances. All future principal advances, with all interest thereon, to or for the benefit of Trustor, made pursuant to the terms of this Deed of Trust or any of the other Loan Documents.

(e) Other Disbursements and Protective Advances. All disbursements and other advances made by Lender for (i) the payment of Taxes, maintenance, care, protection or insurance on or with respect to the Trust Estate; (ii) the discharge of Liens having priority over the lien of this Deed of Trust; (iii) the curing of waste of the Trust Estate; (iv) indemnification obligations regarding environmental liabilities associated with the Trust Estate; (v) service charges and expenses incurred by reason of a default hereunder, including late charges, attorneys' fees and court costs; and (vi) all other charges, disbursements, advances, costs and expenses now or hereafter incurred by Lender pursuant to any of the Loan Documents or as permitted by Applicable Law, in all cases with interest thereon until paid at the rate of 10% per annum. Notwithstanding the foregoing, Lender shall have no obligation to make any disbursements or advance any sums as a result of this subsection.

(f) Obligations Generally. Payment and performance of all other Obligations, including any other obligations that are stated in this Deed of Trust to be included as Secured Obligations.

2.2 Priority. The Trust Estate shall secure all of the Secured Obligations presently or hereafter owed, and the priority of the Lien created hereby for all such Secured Obligations shall be as of the time this Deed of Trust is recorded. Without limiting the foregoing, all advances and disbursements pursuant to Sections 2.1(d) and 2.1(e), whether such advances are obligatory, optional or both and whether made before or after default or maturity or other similar event, shall be secured hereby to the same extent as if such advance or disbursement has been made contemporaneously with the execution hereof, even though no advance may have been made at the time of execution hereof and even though no indebtedness is outstanding at the time any advance is made.

2.3 Certain Obligations Not Secured. Notwithstanding any other provision hereof or the other Loan Documents, this Deed of Trust does not secure any obligations of Trustor or any other Credit Party in any Loan Document with respect to state and federal environmental laws, rules, regulations and permits; hazardous materials and other environmental conditions; environmental investigations; the release or threatened release of any hazardous materials; and all environmental remediation requirements.

2.4 Agency. To the extent that any Secured Obligation is held by an Affiliate of Lender, rather than directly by Lender, Lender is acting both for itself, with respect to the Secured Obligations held by Lender, and as the representative and collateral agent for and on behalf of such Affiliate with respect to Secured Obligations held by such Affiliate, and Lender is entitled, both on its own behalf and as the representative and collateral agent for and on behalf of such Affiliate, to exercise all rights and remedies of the secured party under this Deed of Trust.

ARTICLE 3 TRUSTOR COVENANTS

3.1 Use. Trustor shall use the Trust Estate solely for the operation of a Permitted Concept in accordance with the Franchise Agreement and the Lease and for no other purpose.

3.2 Impositions; Right to Contest. Prior to delinquency, Trustor shall pay the following (collectively, the "Impositions"): (a) all Taxes, water and sewer rents and charges, and charges for utility services that may be assessed, levied or imposed upon Trustor, the Trust Estate, the Loan Documents, or the Secured Obligations; and (b) all claims and demands of mechanics, laborers, materialmen and others which, if unpaid, might create a Lien on the Trust Estate, unless Trustor shall contest the amount or validity thereof as permitted in this Section. If by law any Imposition is payable in installments, Trustor may pay the same in installments as they become due and before any fine, penalty, interest, or cost may be added thereto for nonpayment. So long as no Default has occurred that is continuing, Trustor may, at its own expense, contest by appropriate legal proceedings conducted in good faith and with due diligence, the amount or validity of any Imposition; provided that Trustor (y) shall have first demonstrated to Lender's reasonable satisfaction that such proceedings operate to prevent the sale of the Trust Estate to satisfy such Imposition prior to a final determination; and (z) shall have either (i) deposited with Lender adequate security for the payment of the Imposition (including any interest and penalties); or (ii) paid the Imposition in full under protest or furnished such other security or undertaking as may be permitted by Applicable Law to accomplish a stay of any sale of the Trust Estate.

3.3 Maintenance and Repair. Trustor shall: (a) maintain the Trust Estate in good condition and repair, subject to ordinary wear and tear, and free from actual or constructive waste; (b) operate, remodel, update and modernize the Trust Estate as required by the Franchise Agreement and the Lease and as is otherwise prudent and commercially reasonable; and (c) pay all operating costs of the Trust Estate in the ordinary course of business, including utility costs.

3.4 Alterations. Except as may be required by the Lease or as may be required or permitted by the Loan Agreement or the Franchise Agreement, Trustor shall not make, nor permit to be made, any alterations (including additions) to the Improvements without Lender's prior written consent, not to be unreasonably withheld or conditioned, except that Trustor may make nonstructural alterations costing less than \$100,000 in the aggregate at any one time without Lender's consent. All such work shall: (a) be at the sole cost of Trustor; (b) be undertaken using licensed contractors; (c) be prosecuted diligently to completion; (d) be of good workmanship and materials; (e) be free of all mechanics' and materialmen's liens; and (f) comply fully with the terms of this Deed of Trust, the Loan Agreement, the Franchise Agreement and all Applicable Law.

3.5 Condemnation.

(a) Takings; Continuation of Obligations. If there is a taking of all or any portion of the Trust Estate or the commencement of any proceedings or negotiations which might result in a taking by any lawful authority by exercise of the right of condemnation or by agreement in lieu of condemnation (a

"Taking"), Trustor shall promptly give Lender written notice of the Taking. No Taking shall relieve Trustor of any Secured Obligations, including its obligations to make regularly scheduled payments of principal and interest pursuant to the Note and the other Loan Documents.

(b) Restoration Obligations. Promptly following the occurrence of a Taking, other than a Total Taking (defined below), Trustor shall, at its expense, commence and diligently complete the repair, restoration, replacement, and rebuilding of the Trust Estate as nearly as possible to its value, condition and character immediately prior to the Taking (a "Restoration"). Trustor shall not be excused from Trustor's Restoration obligation, regardless of whether or not there are Condemnation Proceeds available to Trustor or whether any such Condemnation Proceeds are sufficient in amount, and the application or release by Lender of any Condemnation Proceeds shall not cure or waive any Default under this Deed of Trust or the other Loan Documents or invalidate any act done pursuant thereto.

(c) Condemnation Proceeds. All compensation, awards, damages, rights of action, and proceeds awarded to Trustor by reason of any such Taking or received by Trustor as the result of a transfer in lieu of a Taking (the "Condemnation Proceeds") are hereby assigned, and shall be paid, directly to Lender. Trustor agrees to execute such further assignments of the Condemnation Proceeds as Lender may require. If Trustor receives any Condemnation Proceeds, Trustor shall promptly pay the Condemnation Proceeds to Lender, to be applied by Lender to payment of the Secured Obligations in such order as Lender, in its sole discretion, shall determine. To the extent that Condemnation Proceeds are applied to prepay principal on Note, no prepayment fee will be charged in connection with such prepayment. Notwithstanding the foregoing, if no Default has occurred and is continuing and if the Taking is not a Total Taking, the Condemnation Proceeds, less costs, fees and expenses incurred by Lender and Trustor in the collection thereof, including reasonable attorneys' fees and expenses (the "Net Condemnation Proceeds"), shall be made available to Trustor, to be used by Trustor to satisfy its Restoration obligations, substantially in the manner and according to the procedures, limitations, and requirements provided in the Loan Agreement for the distribution of Net Insurance Proceeds, as if the Net Condemnation Proceeds were Net Insurance Proceeds. "Total Taking" means a Taking of substantially all of the Trust Estate or of such a portion of the Trust Estate that the remainder cannot reasonably be used for the purposes for which used prior to the Taking, or that would result in Trustor having the right under the Lease to terminate the Lease without Restoration.

3.6 Actions Affecting Trust Estate. Trustor shall give Lender written notice of and, unless otherwise directed in writing by Lender, shall appear in and contest any action or proceeding purporting to affect the security or priority of this Deed of Trust or the rights or powers of Lender or Trustee and shall pay all reasonable costs and expenses (including costs of evidence of title, litigation, and reasonable attorneys' fees) in any such action or proceeding in which Lender or Trustee may appear.

3.7 Periodic Appraisals. Lender may require an appraisal of the Premises, or an update to a previously provided appraisal of the Premises, indicating the present appraised fair market value thereof: (a) if Lender determines in good faith that an appraisal is required as a result of (i) any law, regulation or guideline or any change or interpretation thereof; or (ii) any central bank or other fiscal, monetary or other Government Authority having jurisdiction over Lender or its activities requesting, directing or imposing a condition upon Lender (whether or not such request, direction or condition shall have the force of law); or (b) at any time after the occurrence and during the continuance of a Default; provided, however, that Lender may charge Trustor for one such appraisal or update for the Premises every 24 months during the continuance of the Deed of Trust. All such appraisals and updates shall be at Trustor's sole cost and expense. All such appraisals and updates shall comply with Applicable Law, as well as Lender's internal requirements, and shall be conducted by appraisers selected and retained by or on behalf of Lender.

3.8 Lender's Power. Without affecting the liability of any Person liable for the payment or performance of any of the Secured Obligations and without affecting the lien of this Deed of Trust upon the Trust Estate not then or theretofore released as security for the Secured Obligations, Lender may, from time to time and

without notice: (a) release any Person so liable; (b) extend the Secured Obligations; (c) grant other indulgences; (d) release or reconvey, or cause to be released or reconveyed, at any time at Lender's option any parcel, portion or all of the Trust Estate; (e) take or release any other or additional security or any guaranty for any of the Secured Obligations; or (f) make adjustments or other arrangements with debtors in relation thereto.

3.9 The Lease.

(a) Trustor's Obligations; No Merger of Estates. Trustor shall, at its sole cost and expense: (i) enforce the performance or observance of each and every covenant of the Lease to be performed or observed by any other party to the Lease, unless such enforcement is waived in writing by Lender; and (ii) appear in and defend any action challenging the validity or enforceability of the Lease. If at any time, Trustor acquires fee title or any greater estate than it holds as of the date hereof in and to any of the Trust Estate, the Lien of this Deed of Trust shall automatically attach, extend to, cover and encumber such fee title or other greater estate, and Trustor shall execute such further documents and take such further actions as Lender or Trustee may reasonably request to confirm such Lien. Unless Lender otherwise consents or elects, fee title to the Land and the leasehold interest in the Land created by the Lease shall not merge, but shall always be kept separate and distinct, notwithstanding the union of such estates in Trustor, Trustee, Lender, or any other person by purchase, operation of law, foreclosure of this Deed of Trust, sale of the Trust Estate pursuant to this Deed of Trust or otherwise.

(b) Estoppel Certificates and Agreements. Trustor shall use its best efforts to obtain and deliver to Lender within 20 days after written request by Lender, an estoppel certificate from Lessor setting forth (i) the name of the Lease tenant; (ii) that the Lease has not been modified or, if it has been modified, the date of each modification (together with copies of each such modification); (iii) the rent payable under the Lease; (iv) the date to which all rental charges have been paid by tenant under the Lease; (v) whether there are any alleged defaults by Trustor, as tenant under the Lease and, if so, setting forth the nature thereof in reasonable detail; and (vi) such other matters as Lender may reasonably request; provided, however, that so long as no Default shall have occurred and be continuing, Trustor shall only be required to obtain and deliver to Lender one estoppel certificate during any 12 month period.

(c) Lessor Bankruptcy.

(i) Trustor shall promptly after obtaining knowledge thereof, notify Lender of any filing by or against Lessor of a petition under the Bankruptcy Code, setting forth any information available to Trustor as to the date of such filing, the court in which such petition was filed, and the relief sought therein. Trustor hereby unconditionally assigns, transfers and sets over unto Lender all of Trustor's claims and rights to the payment of damages that may hereafter arise as a result of any rejection or disaffirmance of the Lease by Lessor (whether as debtor in possession or otherwise), or by any trustee of Lessor, pursuant to the Bankruptcy Code. This assignment constitutes a present, irrevocable and unconditional assignment of the foregoing claims, rights and remedies and shall continue in effect until the Secured Obligations have been satisfied and discharged in full.

(ii) Trustor shall not, without the prior written consent of Lender, in Lender's sole and absolute discretion, commence any action, suit, proceeding or case, or file any application or motion, in respect of the Lease in any such case under the Bankruptcy Code or any other applicable federal or state law relating to relief for debtors. If Lessor rejects the Lease pursuant to the Bankruptcy Code, Trustor will not, without the prior written consent of Lender, in Lender's sole and absolute discretion, elect to treat the Lease as terminated but will elect to remain in possession of the leasehold interest as provided in 11 U.S.C. §365(h)(1)(A)(ii), make lease payments subject to allowable setoffs under 11 U.S.C. §365(h) and retain its rights under the Lease.

(iii) The Lien of this Deed of Trust attaches to all of Trustor's rights and remedies at any time arising under or pursuant to Subsection 365(h) of the Bankruptcy Code, including all of Trustor's rights to remain in possession of the Trust Estate.

3.10 Grant of Security Interest. As further security for payment and performance of the Secured Obligations, Trustor grants to Lender a lien on and security interest in and to all of the UCC Collateral, and this Deed of Trust constitutes a security agreement with Trustor, as debtor, and Lender, as secured party. Lender confirms that, notwithstanding the inclusion of general intangibles as part of the UCC Collateral and the creation, attachment and perfection of Lender's lien on and security interest in general intangibles in accordance with the provision of UCC Section 9-408(a), such creation, attachment and perfection is subject to the limitations imposed by UCC Section 9-408(d) which provide that such creation, attachment, and perfection (a) is not enforceable against Franchisor; (b) does not impose a duty or obligation on Franchisor; (c) does not require Franchisor to recognize such lien and security interest, pay or render performance to Lender, or accept payment or performance from Lender; (d) does not entitle Lender to use or assign Trustor's rights under the Franchise Agreement; and (e) does not entitle Lender to use, assign, possess, or have access to any trade secrets or confidential information of Franchisor.

3.11 Fixture Filing. This Deed of Trust shall be effective as a financing statement filed as a fixture filing with respect to all fixtures included within the Trust Estate and is to be filed for record in the real estate records of each county where any part of the Trust Estate (including said fixtures) is situated. The mailing address of Trustor is the address of Trustor set forth in the introductory paragraph in this Deed of Trust, and the address of Lender from which information concerning the Liens may be obtained is the address of Lender as set forth in the introductory paragraph of this Deed of Trust.

ARTICLE 4 ASSIGNMENT OF SUBLEASES AND RENTS

4.1 Assignment of Subleases and Rents. Trustor assigns, transfers, and conveys to Lender all of Trustor's estate, right, title and interest in and to the Subleases and Rents and gives to and confers upon Lender the right, power and authority to collect the Rents; to give receipts, releases and satisfactions; to sue, in the name of Trustor or Lender, for all Rents; and to apply the Rents to the payment of the Secured Obligations in such order as Lender shall determine. Trustor further irrevocably appoints Lender its true and lawful attorney-in-fact, at the option of Lender at any time and from time to time, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of Trustor or Lender, for all Rents. Trustor authorizes and directs the lessees, tenants and occupants to make all payments under the Subleases directly to Lender upon written demand by Lender, without further consent of Trustor; provided, however, that Trustor shall have the right to collect such Rents (but not more than one month in advance unless the written approval of Lender is first obtained), and to retain and enjoy same, so long as a Default shall not have occurred. **THE ASSIGNMENT OF THE RENTS MADE IN THIS SECTION IS INTENDED TO BE AN ABSOLUTE, PRESENT ASSIGNMENT FROM TRUSTOR TO LENDER AND NOT MERELY THE PASSING OF A SECURITY INTEREST.** Rents collected subsequent to any Event of Default shall be applied to the costs, if any, of taking possession and control of and managing the Trust Estate and collecting such amounts, including to pay reasonable attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Trust Estate, premiums on insurance policies, taxes, assessments and other charges on the Trust Estate, and the costs of discharging any obligation or liability of Trustor with respect to the Subleases and to the sums secured by this Deed of Trust, all in such order as Lender may, in its sole discretion, determine.

4.2 Negative Covenants. Trustor shall not, without Lender's consent, in Lender's sole discretion: (a) enter into any Sublease; (b) modify or amend the terms of any Sublease; (c) grant any consents under any Sublease, including any consent to an assignment of any Sublease, a mortgaging of the leasehold estate created by any Sublease or a subletting by the tenant under any Sublease; (d) terminate, cancel, surrender, or accept the surrender of, any Sublease, or waive or release any Person from the observance or performance of any obligation to be performed pursuant to any Sublease or from liability on account of any warranty given thereunder; or (e) assign, transfer, mortgage, pledge or hypothecate any Sublease or any interest therein to any party other than Lender. Any

lease, modification, grant, termination, cancellation, surrender, waiver or release in violation of the foregoing provisions shall be null and void and of no force and effect.

4.3 No Merger. Unless Lender otherwise consents or elects, Trustor's title to the Trust Estate and the leasehold interest in the Trust Estate created by any Sublease shall not merge, but shall always be kept separate and distinct, notwithstanding the union of such estates in Trustor, Lender or any other person by purchase, operation of law, or by foreclosure or sale of the Trust Estate pursuant hereto or otherwise.

ARTICLE 5 EVENTS OF DEFAULT AND REMEDIES

5.1 Events of Default. Each Event of Default constitutes an "Event of Default" under this Deed of Trust.

5.2 Remedies. Trustor irrevocably agrees that, upon the occurrence of an Event of Default, in addition to all other rights and remedies provided in this Deed of Trust, in any of the other Loan Documents, or by Applicable Law, Lender may take all or any of the following actions:

(a) Acceleration. Declare all or any part of the Secured Obligations immediately due and payable without any presentment, demand, protest or notice of any kind.

(b) Right of Entry. Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Trust Estate, either in its own name or in the name of Trustee, and do any acts that it deems necessary or desirable to preserve the value, marketability or rentability of, to increase the income from, or to protect the security of this Deed of Trust with respect to, the Trust Estate and, with or without taking possession of the Trust Estate, sue for or otherwise collect the Rents, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection (including reasonable attorneys' fees) to the Secured Obligations, all in such order as Lender may determine. The entering upon and taking possession of the Trust Estate, the collection of such Rents and the application thereof shall not cure or waive any default or notice of default or invalidate any act done in response to such default or pursuant to such notice of default. Notwithstanding the continuance in possession of the Trust Estate or the collection, receipt and application of Rents, Lender and Trustee shall be entitled to exercise every right and remedy provided for in any of the Loan Documents or by law upon occurrence of any Event of Default.

(c) Foreclosure. Commence an action to foreclose the Lien of this Deed of Trust as a mortgage in a single parcel or in several parcels, appoint a receiver, or specifically enforce any of the covenants of this Deed of Trust.

(d) Exercise of Power of Sale. Exercise the power of sale contained in this Deed of Trust and deliver to Trustee a written statement of breach, notice of default and election to cause Trustor's interest in the Trust Estate to be sold, all in accordance with Applicable Law.

(i) If Lender elects to exercise the power of sale contained in this Deed of Trust, Lender shall notify Trustee in writing and shall deposit with Trustee copies of this Deed of Trust and the Note and such receipts and evidence of expenditures made and secured hereby as Trustee may require.

(ii) Upon receipt of such notice from Lender and at the direction of Lender, Trustee shall cause to be recorded, published or delivered such notices of default and notices of sale as may then be required by law or this Deed of Trust. Trustee shall, only at the direction of Lender and without demand on Trustor, after such time as may then be required by law and after

recordation of such notice of default and after notice of sale having been given as required by law, sell Trustor's interest in the Trust Estate at the time and place of sale fixed by it in such notice of sale, either as a whole, or in separate lots or parcels or items as Lender shall deem expedient, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale, or as otherwise may then be required by law. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Lender, may purchase at such sale and Trustor covenants to warrant and defend the title of such purchaser or purchasers. Lender shall have the right to credit bid at any such sale.

(iii) Trustee or Lender may sell not only the real property but also the UCC Collateral and other interests which are a part of the Trust Estate, or any part thereof, as a unit and as a part of a single sale, or may sell any part of the Trust Estate separately from the remainder of the Trust Estate. Neither Trustee nor Lender shall be required to take possession of any part of the Trust Estate or to have any of the UCC Collateral present at any sale of the Trust Estate. Trustee or Lender may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by Trustee or Lender, including the posting of notices and the conduct of sale, but in the name and on behalf of Lender. If any sale hereunder is not completed or is defective in the opinion of Trustee or Lender, such sale shall not exhaust the power of sale hereunder, and Trustee or Lender shall have the right to cause a subsequent sale or sales to be made hereunder.

(iv) As may be permitted by law, after deducting all costs, fees and expenses of Trustee and of this Deed of Trust, including costs of evidence of title in connection with sale, Trustee or Lender shall apply the proceeds of sale (A) first, to payment of all costs, fees and expenses, including attorneys' fees and expenses incurred by Lender in exercising the power of sale or foreclosing this Deed of Trust; (B) second, to the payment of the Secured Obligations (including, without limitation, the principal, accrued interest and other sums due and owing under the Note and the amounts due and owing to Lender under this Deed of Trust) in such manner and order as Lender may elect; and (C) third, the remainder, if any, shall be paid to Trustor, or such other persons as may be legally entitled thereto.

(v) Trustee may, in the manner provided by law, postpone sale of all or any portion of the Trust Estate by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement or subsequently noticed sale, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new notice of sale.

(e) Receiver. Obtain an order, *ex parte*, from a state or federal court appointing a receiver for (i) the business operations of Trustor; (ii) the Trust Estate; and/or (iii) any or all of the assets and property rights of Trustor. Lender's right to obtain such an order *ex parte* from such court shall be as a matter of right and without notice to Trustor or anyone claiming under Trustor, and without regard to the then value of the Trust Estate or the interest of Trustor therein. **TRUSTOR WAIVES ANY RIGHT TO A HEARING OR NOTICE OF HEARING PRIOR TO THE APPOINTMENT OF A RECEIVER AND IRREVOCABLY CONSENTS TO SUCH APPOINTMENT.** Trustor irrevocably agrees that any receiver appointed pursuant to this subsection may have all of the powers and duties of receivers in like or similar cases, including the right, with Lender's express written consent, to operate and sell all property of the receivership estate, and that such powers and duties shall be vested in the receiver until the later of (x) the date of confirmation of sale of the receivership estate, (y) the date of expiration of any redemption period, or (z) the date the receiver is discharged. Trustor waives any and all rights it may have to object to

the appointment of a receiver as provided herein or to the receiver's operation or disposition of the receivership estate.

5.3 Personal Property. It is the express understanding and intent of the parties that as to any personal property interests subject to Article 9 of the UCC, Lender, upon an Event of Default, may proceed under the UCC or may proceed as to both real and personal property interests in accordance with the provisions of this Deed of Trust and its rights and remedies in respect to real property, as specifically permitted under Section 9-604 of the UCC.

5.4 Waiver of Rights. To the maximum extent permitted under Applicable Law, Trustor knowingly, voluntarily, and unconditionally: (a) waives the benefit of any Applicable Law now or hereafter existing that (i) provides for any appraisal or valuation before sale of any portion of the Trust Estate; (ii) in any way extends the time for the enforcement of the collection of the Secured Obligations or creates or extends a moratorium or period of redemption from any sale made in furtherance of collecting the Secured Obligations; (iii) limits Lender's right to pursue a deficiency judgment after a judicial or non-judicial foreclosure or limits the amount of any deficiency judgment; or (iv) requires or permits Trustor or the court to determine or otherwise consider the fair market value of any of the Trust Estate in connection with such judicial or non-judicial foreclosure and as a potential limitation on the amount of any deficiency judgment; and (b) agrees that Trustor will not at any time insist upon, plea, claim or take the benefit or advantage of any law now or hereafter in force providing for any homestead exemption, and Trustor, for Trustor, Trustor's representatives, successors and assigns, and for any and all Persons ever claiming any interest in the Trust Estate, waives and releases all rights of homestead exemption. In addition, Trustor expressly waives and relinquishes any and all rights, remedies and defenses that Trustor may have or be able to assert by reason of any Applicable Law pertaining to the rights, remedies and defenses of sureties. The rights, benefits and defenses hereby waived in this Section include any and all rights, benefits and defenses which might otherwise be available to Trustor any other Applicable Law similar to the foregoing or that might otherwise operate to limit the liability of Trustor under, or the enforcement of, this Deed of Trust, the other Loan Documents, or the Secured Obligations.

5.5 Marshaling. Neither Lender nor Trustee shall be required to marshal any present or future collateral security (including the Trust Estate) for, or other assurances of payment of, the Secured Obligations or to resort to such collateral security or other assurances of payment in any particular order, and all of its rights and remedies hereunder and in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights and remedies, however existing or arising. To the extent that it lawfully may, Trustor agrees that it will not invoke any law relating to the marshaling of collateral which might cause a delay in or impede the enforcement of Lender's or Trustee's rights and remedies under this Deed of Trust or under any of the other Loan Documents, and, to the extent that it lawfully may, Trustor irrevocably waives the benefits of all such laws.

5.6 Request for Notice. Trustor requests a copy of any notice of default and that any notice of sale under this Deed of Trust be mailed to it in accordance with the provisions below for the giving of notices.

ARTICLE 6 MISCELLANEOUS

6.1 Applicability of General Provisions. All provisions of the Loan Agreement Article entitled "General Provisions" apply to this Deed of Trust, the same as if such provisions were set forth in full in this Deed of Trust.

6.2 The Trustee. Trustee accepts the trusts hereby created and agrees to perform its duties in this Deed of Trust for the benefit of Lender. To the extent permitted by and consistent with Applicable Law, Trustee will not exercise its rights under this Deed of Trust except upon written direction from Lender. Lender may, from time to time, by a written instrument executed and acknowledged by Lender, mailed to Trustor and recorded in the county in which the Trust Estate is located and by otherwise complying with the provisions of Applicable Law, substitute a successor or successors to any Trustee named herein or acting hereunder, and such successor(s) shall,

without conveyance from the Trustee predecessor, succeed to all title, estate, rights, powers and duties of such predecessor. Trustor shall pay or cause to be paid the compensation to which Trustee is entitled hereunder and all proper disbursements and expenses incurred by Trustee hereunder.

6.3 Reconveyance. Upon Lender's written request stating that all Secured Obligations have been satisfied in full or otherwise upon Lender's written request and upon payment by Trustor of Trustee's fees, Trustee shall reconvey to Trustor, or to the person or persons legally entitled thereto, without warranty, any portion of the Trust Estate then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the person or persons legally entitled thereto." Trustor shall also pay Lender a reasonable processing fee in connection with such reconveyance.

6.4 Notices. Notices pursuant to this Deed of Trust shall be given as provided in the Loan Agreement, with notices to Trustee to be given at the address stated in the first paragraph of this Deed of Trust or to such other address as Trustee may specify to the other parties in writing.

6.5 Governing Law. **THE CREATION OF THIS DEED OF TRUST AND THE RIGHTS AND REMEDIES OF LENDER WITH RESPECT TO THE TRUST ESTATE, AS PROVIDED HEREIN AND BY THE LAWS OF THE STATE WHERE THE PREMISES ARE LOCATED, AS WELL AS LIEN PRIORITIES, INCLUDING WITH RESPECT TO MECHANICS' AND MATERIALMEN'S LIENS, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF SUCH STATE, WITHOUT REGARD TO ITS CONFLICTS OF LAW PRINCIPLES. WITH RESPECT TO ALL OTHER PROVISIONS OF THIS DEED OF TRUST, THIS DEED OF TRUST SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF WASHINGTON, WITHOUT REGARD TO ITS CONFLICTS OF LAW PRINCIPLES; provided, however,** that with respect to any married individual signing this Agreement or any other Loan Document who is not a resident of the State of Washington, this Section shall not be a contractual choice of the community property laws of the State of Washington.

6.6 Other Security Documents. The provisions hereof supplement the provisions of any other Loan Document that grants a Lien to Lender or that otherwise secures payment or performance of any of the Secured Obligations, and nothing contained therein shall derogate from any of the rights or remedies of Lender hereunder.

6.7 Mortgagee in Possession. Nothing contained in this Deed of Trust shall be construed as constituting Lender a mortgagee in possession in the absence of the actual taking of possession of the Trust Estate.

6.8 Modifications. This Deed of Trust may not be modified except in a writing executed by Trustor and Lender. Any agreement made by Trustor and Lender after the date hereof relating hereto, to the Trust Estate, or to any Secured Obligation shall be superior to any intervening or subordinate Lien.

6.9 Last Dollars Secured; Priority. If at any time this Deed of Trust shall secure less than all of the principal amount of the Secured Obligations, it is expressly agreed that any repayments of the principal amount of the Secured Obligations shall not reduce the amount of the Lien of this Deed of Trust until the Lien amount shall equal the principal amount of the Secured Obligations outstanding.

6.10 Binding Effect. This Deed of Trust shall be binding upon and inure to the benefit of Trustor and Lender and their respective successors and permitted assigns, including, any United States trustee, any debtor in possession or any trustee appointed from a private panel.

6.11 Transfer Warning. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN

THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

6.12 Variable Rate of Interest. The Note secured by this Deed of Trust contains provisions allowing for changes in the interest rate from time to time during the term of the indebtedness.

6.13 Attorney Fees. Any and all references herein to the payment of attorney's fees includes, without limitation, attorney's fees and costs whether suit is brought or not (whether or not incurred in connection with collection, mediation, arbitration, and litigation, and if incurred in connection with litigation, including such fees, expenses, and costs as are incurred at trial and on appeal or discretionary review).

6.14 Purpose of Loan. The loan secured hereby is made, and all proceeds thereof will be used solely for commercial, investment, or business purposes and not for personal, household, or family purposes. This Deed of Trust is not a residential trust deed, the Premises is not residential real property, and the loan secured hereby is not a residential mortgage transaction, each as defined in ORS Chapters 86 and 86A. Trustor is not a resident of the Premises. So long as any of the debt secured hereby is unpaid, Trustor covenants and agrees that the Premises shall remain non-residential property.

6.15 ORS 41.580 Disclosure. UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS BY BENEFICIARY, CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES, OR SECURED SOLELY BY THE GRANTOR'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BENEFICIARY TO BE ENFORCEABLE.

6.16 Insurance Warning. UNLESS YOU PROVIDE US WITH EVIDENCE OF THE INSURANCE COVERAGE AS REQUIRED BY OUR CONTRACT OR LOAN AGREEMENT, WE MAY PURCHASE INSURANCE AT YOUR EXPENSE TO PROTECT OUR INTEREST. THIS INSURANCE MAY, BUT NEED NOT, ALSO PROTECT YOUR INTEREST. IF THE COLLATERAL BECOMES DAMAGED, THE COVERAGE WE PURCHASE MAY NOT PAY ANY CLAIM YOU MAKE OR ANY CLAIM MADE AGAINST YOU. YOU MAY LATER CANCEL THIS COVERAGE BY PROVIDING EVIDENCE THAT YOU HAVE OBTAINED PROPERTY COVERAGE ELSEWHERE.

YOU ARE RESPONSIBLE FOR THE COST OF ANY INSURANCE PURCHASED BY US. THE COST OF THIS INSURANCE MAY BE ADDED TO YOUR CONTRACT OR PRINCIPAL LOAN BALANCE. IF THE COST IS ADDED TO YOUR CONTRACT OR PRINCIPAL LOAN BALANCE, THE INTEREST RATE ON THE UNDERLYING CONTRACT OR LOAN WILL APPLY TO THIS ADDED AMOUNT. THE EFFECTIVE DATE OF COVERAGE MAY BE THE DATE YOUR PRIOR COVERAGE LAPSED OR THE DATE YOU FAILED TO PROVIDE PROOF OF COVERAGE.

THE COVERAGE WE PURCHASE MAY BE CONSIDERABLY MORE EXPENSIVE THAN INSURANCE YOU CAN OBTAIN ON YOUR OWN AND MAY NOT SATISFY ANY NEED FOR PROPERTY DAMAGE COVERAGE OR ANY MANDATORY LIABILITY INSURANCE REQUIREMENTS IMPOSED BY APPLICABLE LAW.

[SIGNATURE PAGE FOLLOWS]

EXECUTED effective as of the date first set forth above.

TRUSTOR:

WENOREGON LLC, an Oregon limited liability company

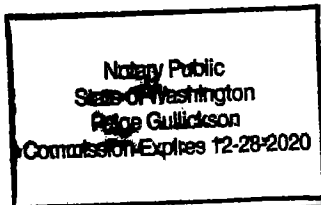
By: Peter B. Nisbet
Peter B. Nisbet, Manager

STATE OF WA)
COUNTY OF Spokane) SS

On February 21, 2019, before me, the undersigned, a Notary Public in and for said State personally appeared Peter B. Nisbet known to me to be the Manager of Wenoregon LLC, an Oregon limited liability company and acknowledged to me that such individual executed the within instrument on behalf of said company.

WITNESS my hand and official seal.

[SEAL]



Paige Gullickson
Spokane, WA 12-28-2020
Notary Public in and for said County and State

Signature Page to Deed of Trust
2150 South 6th Street, Klamath Falls, Oregon

EXHIBIT 1.2
LEGAL DESCRIPTION AND DESCRIPTION OF LEASE

LEASE: That certain Lease dated March 24, 2014, by and between Wenoregon LLC, as tenant, and Stallcup Properties, LLC, as landlord.

LEGAL DESCRIPTION:

Lots 1 through 6, Block 1, RESUBDIVISION OF BLOCK 242, MILLS SECOND ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

TOGETHER WITH that portion of the vacated alley which inures by law thereto by Ordinance No. 07-15 recorded July 26, 2007 in Volume 2007-013252, Microfilm Records of Klamath County, Oregon.

Excepting therefrom that portion conveyed to the State of Oregon by instrument recorded June 29, 1942 in Book 148, page 201, Deed Records of Klamath County, Oregon.

Improvements include site improvements, landscaping, paved areas, curbing, signage, and, generally, all structural improvements, buildings and constructions located on the land above described.

Fixtures include all building systems of plumbing, electrical, heating and air conditioning, air filtering, water handling, built-in coolers and freezers, and all similar systems affixed to, designed for use in, and intended for operation of the building, or buildings on the land above described.

EXHIBIT 1.2(d)
THE UCC COLLATERAL

The “UCC Collateral” consists of all of the following described property, whether now owned or hereafter acquired and wherever located, together with all replacements and substitutions therefor and all cash and non-cash proceeds (including insurance proceeds and any title or UCC insurance proceeds) and products thereof, and, in the case of tangible property, together with all additions, attachments, accessions, parts, equipment and repairs now or hereafter attached or affixed thereto or used in connection therewith, excluding, however, any and all “consumer goods,” as defined in the UCC: All of Trustor’s right, title, and interest in: (a) all types of property included within the term “equipment” as defined by the UCC (except vehicles, boats and airplanes), including machinery, furniture, appliances, trade fixtures, tools, and office and record keeping equipment; (b) all inventory, including all goods held for sale, raw materials, work in process and materials or supplies used or consumed in Trustor’s business; (c) all documents; general intangibles; accounts; contract rights; chattel paper and instruments; money; securities; investment properties; deposit accounts; supporting obligations; letters of credit and letter of credit rights; commercial tort claims; and records, software and information contained in computer media (such as databases, source and object codes and information therein), together with any equipment and software to create, utilize, maintain or process any such records or data on electronic media; (d) any and all plans and specifications, designs, drawings and other matters prepared for any construction on any of the Premises or regarding any improvements to any of the Premises and any and all construction contracts, design agreements, engineering agreements and other agreements related to the construction of any such improvements; and (e) goodwill.