

2020-016502**Klamath County, Oregon****12/18/2020 08:14:03 AM****Fee: \$107.00****UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Philip M. J. Edison, Esq. (312) 845-3905
B. E-MAIL CONTACT AT FILER (optional) edison@chapman.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Philip M. J. Edison, Esq. Chapman and Cutler LLP 111 West Monroe Street Chicago, IL 60603

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 KLAMATH FALLS HOLDINGS, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS 2870 Nansen Drive		CITY Medford	STATE OR	POSTAL CODE 97504
				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 UMB Bank, N.A., as Collateral Trustee				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 6440 S. Millrock Drive, Suite 400		CITY Salt Lake City	STATE UT	POSTAL CODE 84121
				COUNTRY USA

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

See Schedule I (consisting of 4 pages) attached hereto and made a part hereof.

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:

File in Klamath County, OR - Matter #4333415 / NetDocs #4812-0099-3746

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 KLAMATH FALLS HOLDINGS, 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
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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
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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 real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

See Exhibit A attached to Schedule I attached hereto.

17. MISCELLANEOUS:

Schedule I
to
UCC Financing Statement

Debtor:

Klamath Falls Holdings, LLC
2870 Nansen Drive
Medford, Oregon 97504

Secured Party:

UMB Bank, N.A., as Collateral Trustee
6440 S. Millrock Drive, Suite 400
Salt Lake City, Utah 84121

This Financing Statement covers the following types (or items) of property under that certain Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated as of the date stated therein (the "*Deed of Trust*"), from the Debtor to the Secured Party, including a security interest in and to all and singular the following described properties, rights, interest and privileges and all of the Debtor's estate, right, title and interest therein, thereto and thereunder (all of which properties, rights, interests and privileges hereby granted, warranted, mortgaged, assigned, pledged, sold, demised, bargained, conveyed, transferred, set over and hypothecated or intended so to be are hereinafter collectively referred to as the "*Granted Property*"):

(a) the real property described in *Exhibit A* which is attached hereto and incorporated herein by reference (the "*Land*") together with:

(i) certain improvements, including a three-story office building, comprising approximately 92,000 rentable square feet, a related parking area and certain other structures, fixtures, additions, enlargements, extensions, modifications, improvements and appurtenances (collectively with any other buildings, structures, improvements, alterations or appurtenances now or hereafter situated or to be situated on the Land, the "*Improvements*"); and

(ii) all right, title and interest of Debtor, now owned or hereafter acquired, in and to (1) all streets, roads, alleys, easements, rights of way, licenses, rights of ingress and egress, vehicle parking rights and public places, existing or proposed, abutting, adjacent, used in connection with or pertaining to the Land or the Improvements; (2) any strips or gores between the Land and abutting or adjacent properties; (3) all options to purchase or lease the Land or the Improvements or any portion thereof or interest therein, and any greater estate in the Land or the Improvements; and (4) all water and water rights, timber, crops and mineral interests on or pertaining to the Land (the Land, Improvements and other rights, titles and interests referred to in this clause (a) being herein sometimes collectively called the "*Premises*");

(b) all fixtures, equipment, systems, machinery, furniture, furnishings, appliances, inventory, goods, building and construction materials, supplies, and articles of personal property, of every kind and character, tangible and intangible (including software embedded therein), now owned or hereafter acquired by Debtor, which are now or hereafter attached to or situated in, on or about the Land or the Improvements, or used in or necessary to the complete and proper planning, development, use, occupancy or operation thereof, or acquired (whether delivered to the Land or stored elsewhere) for use or installation in or on the Land or the Improvements, and all renewals and replacements of, substitutions for and additions to the foregoing (the properties referred to in this clause (b) being herein sometimes collectively called the "*Accessories*" all of which are hereby declared to be permanent accessions to the Land);

(c) all

(i) plans and specifications for the Improvements;

(ii) to the extent assignable, Debtor's rights, but not liability for any breach by Debtor, under all commitments (including any commitments for financing to pay any of the Secured Indebtedness, as defined below), insurance policies, contracts and agreements for the design, construction, operation or inspection of the Improvements and other contracts and general intangibles (including but not limited to trademarks, trade names, goodwill, software and symbols) related to the Premises or the Accessories or the operation thereof;

(iii) deposits (including but not limited to Debtor's rights in any tenant's security deposits, deposits with respect to utility services to the Premises, and any deposits or reserves hereunder or under any other Operative Agreements for taxes, insurance or otherwise), rebates or refunds of impact fees or other taxes, assessments or charges, money, accounts, instruments, documents, promissory notes and chattel paper (whether tangible or electronic) arising from or by virtue of any transactions related to the Premises or the Accessories;

(iv) to the extent assignable, permits, licenses, franchises, certificates, development rights, commitments and rights for utilities, and other rights and privileges obtained in connection with the Premises or the Accessories;

(v) leases, Rents, royalties, bonuses, issues, profits, revenues and other benefits of the Premises and the Accessories (without derogation of Article 3 of the Deed of Trust);

(vi) as extracted collateral produced from or allocated to the Land including, without limitation, oil, gas and other hydrocarbons and other minerals and all products processed or obtained therefrom, and the proceeds thereof; and

(vii) engineering, accounting, title, legal, and other technical or business data concerning the Property which are in the possession of Debtor or in which Debtor can otherwise grant a security interest; and

(d) all

(i) accounts and proceeds (cash or non-cash) of or arising from the properties, rights, titles and interests referred to above, including but not limited to, all proceeds of the Notes contained in any construction escrow account, all proceeds of any sale, lease or other disposition thereof, proceeds of each policy of insurance relating thereto (including premium refunds), proceeds of the taking thereof or of any rights appurtenant thereto, including change of grade of streets, curb cuts or other rights of access, by condemnation, eminent domain or transfer in lieu thereof for public or quasipublic use under any law, and proceeds arising out of any damage thereto;

(ii) all letter-of-credit rights (whether or not the letter of credit is evidenced by a writing) Debtor now has or hereafter acquires relating to the properties, rights, titles and interests referred to herein;

(iii) all commercial tort claims Debtor now has or hereafter acquires relating to the properties, rights, titles and interests referred to herein; and

(iv) other interests of every kind and character which Debtor now has or hereafter acquires in, to or for the benefit of the properties, rights, titles and interests referred to above and all property used or useful in connection therewith, including but not limited to rights of ingress and egress and remainders, reversions and reversionary rights or interests; and if the estate of Debtor in any of the property referred to above is a leasehold estate, this conveyance shall include, and the lien and security interest created hereby shall encumber and extend to, all other or additional title, estates, interests or rights which are now owned or may hereafter be acquired by Debtor in or to the property demised under the lease creating the leasehold estate;

Capitalized terms used herein and not otherwise defined shall have their respective meaning as defined in the Deed of Trust.

EXHIBIT A
LEGAL DESCRIPTION

Lot 10, Tract 1430, Timbermill Shores, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

EXCEPTING THEREFROM the Southeasterly 16 feet thereof.

AND

Lots 12 and 13, Tract 1430, Timbermill Shores, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.