

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME – insert only one debtor name (1a or 1b) – do not abbreviate or combine names

1a. ORGANIZATION'S NAME				
OR				
1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID#, if any <input type="checkbox"/> NONE	

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – insert only one debtor name (2a or 2b) – do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID#, if any <input type="checkbox"/> NONE	

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) – insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME				
OR				
3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

4. This FINANCING STATEMENT covers the following collateral:

5. ALTERNATIVE DESIGNATION [if applicable]: <input type="checkbox"/> LESSEE/LESSOR <input type="checkbox"/> CONSIGNEE/CONSIGNOR <input type="checkbox"/> BAILEE/BAILOR <input type="checkbox"/> SELLER/BUYER <input type="checkbox"/> AG. LIEN <input type="checkbox"/> NON-UCC FILING	
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2 [ADDITIONAL FEE] [optional]
8. OPTIONAL FILER REFERENCE DATA	

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION NAME

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – insert only one name (11a or 11b) – do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

ADD'L INFO RE
ORGANIZATION
DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL ID#, if any

☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P's NAME – insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

12c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☐ fixture filing.

14. Description of real estate:

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction – effective 30 years

☐ Filed in connection with a Public-Finance Transaction – effective 30 years

Exhibit A

Description of Collateral

All of the following described property (collectively, the "Collateral"), whether now or hereinafter acquired, and in which the Debtor now has or hereinafter obtains any right, title, estate or interest, together with all additions and accessions thereto and replacements therefore, and all proceeds of such property, subject and subordinate in lien and in payment to the lien and payment of any deed of trust recorded against the property prior to the recording of this fixture filing (for purposes of this Exhibit "A", the term "proceeds" includes whatever is receivable or received when the following described property or proceeds is sold, collected, exchanged, or otherwise disposed of, whether such dispositions is voluntary or involuntary, and includes, without limitation, all rights to payment, including return premiums, with respect to any insurance relating thereto) :

1. That certain improved real property described in Exhibit "B" attached hereto and incorporated by this reference (the "Real Property").
2. All present and future structures, buildings and improvements of any kind on the Real Property, and all machinery, equipment, appliances, furnishings, fixtures and other property used or usable in connection with the Real Property or the improvements now or hereafter on the Real Property, now or hereafter attached or affixed in any manner to or adapted to the use of the Real Property or any improvement thereon, including heating and air-conditioning systems; facilities used to provide utility services, refrigeration, ventilation, laundry, drying, dishwashing, garbage disposal, recreation or other services; window coverings, drapes and rods; and carpeting and floor coverings; all of which shall be considered, to the greatest extent permissible by law, part of the Real Property (all collectively, the "Improvements");
3. All present and future appurtenances of the Real Property and rights of the Debtor in and to any streets, roads, navigable waters, public places, easements or rights of way relating to the Real Property (the "Appurtenances");
4. All of the rents, issues, royalties, profits, revenue and income of the Real Property, the Improvements and the Appurtenances and all leases and agreements pertaining thereto (the "Rents"), and all rights of the Debtor under all present and future leases affecting the Real Property or the Improvements, including any security deposits;
5. All proceeds, including insurance proceeds, and claims arising on account of any damage to or taking of the Real Property, the Improvements, the Appurtenances or the Rents, and all causes of action and recoveries by settlement or otherwise for any loss or diminution in value of the Real Property, the Improvements, the Appurtenances or the Rents; all present and future deposits and payments made by Debtor with third parties in connection with the development of and construction upon the Real Property, and refunds thereof; and all present and future deposits and payments made with or other security given to utility companies by Debtor with respect to the Real Property or Improvements, and refunds thereof;
6. All present and future water, water rights and water stock relating to the Real Property, if any, and all proceeds, including insurance proceeds, thereof; and all present and future documents of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Real Property and the proceeds, including insurance proceeds, thereof;
7. All goods and tangible personal property now or hereafter located in or on, or attached or affixed to, the Real Property, or used or intended for use in connection with the design, development, construction, improvement, equipping, furnishing, use, operation, management, occupancy or sale of the Real Property, including all appliances, furniture,

furnishings, fittings, materials, supplies, equipment, fixtures and inventory, and all building materials, supplies and equipment;

8. All intangibles (and documentary and other evidences thereof) relating to the Real Property, including the design, development, construction, improvement, equipping, furnishing, use, operation, management, occupancy, financing or sale thereof, including (a) all names under which or by which the Real Property may at any time be operated or known, all rights to carry on business under any such names or any variant thereof, and all goodwill in any way relating to the Real Property, (b) all permits, licenses, variances, land use entitlements, approvals, consents, authorizations, franchises and agreements, (c) all rights as a declarant (or its equivalent) under any covenants, conditions and restrictions or other matters of record, (d) all contracts, including all construction contracts (whether with general contractors, subcontractors, materialmen or otherwise), and all architectural, service, engineering, consulting, leasing, financing, sale and surety contracts, (e) all reserves, deferred payments, deposits, refunds, cost savings, letters of credit and payments of any kind, (f) all disbursed proceeds of financing commitments, (g) all insurance policies, (h) all claims, causes of action and recoveries by settlement or otherwise for any damage to, or loss, taking, or diminution in the value of, any of the Real Property, or for any breach (or rejection in bankruptcy) of any lease of any of the Real Property or other Collateral to Debtor as lessee, by any lessor thereunder (or such lessor's trustee in bankruptcy), and (i) all revenues of operation in any form (including cash, cash equivalents, instruments, accounts and general intangibles);

9. All architectural and other drawings, plans, specifications, soil tests and reports, feasibility studies, studies, data, appraisals, maps, surveys, engineering reports, books of account, and other documents of any kind relating to the Real Property, including the design, development, construction, improvement, equipping, furnishing, use, operation, management, occupancy, financing or sale thereof;

10. All shares of stock or other evidence of ownership of any part of the Real Property or other Collateral that is owned by Debtor in common with others, including all water stock relating to the Real Property, if any, and all documents and rights of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Real Property or the Collateral;

11. Without limiting the above, all goods, accounts, documents, instruments, money, deposit accounts, chattel paper and general intangibles, as those terms are defined in the Commercial Code from time to time in effect in the State of California, in any way relating to the Real Property (including the design, development, construction, improvement, equipping, furnishing, use, operation, management, occupancy, financing or sale thereof); and

12. All proceeds, replacements, substitutions, products, accessions, and increases of the foregoing, including such proceeds, replacements, substitutions, products, accessions and increases within any one or more of the following types of collateral: goods, equipment, inventory, instruments, chattel paper, documents, accounts or general intangibles.

LEGAL DESCRIPTION