



UCC

LIEN NO. 94087953

EQ2 HOLDINGS, LLC

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

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

B. E-MAIL CONTACT AT FILER [optional]

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

First Hawaiian Bank
Attn: Commercial Real Estate Division
PO Box 3200
Honolulu, Hawaii 96847

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

EQ2 Holdings, LLC

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

1c. MAILING ADDRESS

16115 SW 1st Street #201

CITY

Sherwood

STATE

OR

POSTAL CODE

97140

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

First Hawaiian Bank

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

3c. MAILING ADDRESS

PO Box 3200

CITY

Honolulu

STATE

HI

POSTAL CODE

96847

COUNTRY

USA

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

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

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

6. Check only if applicable and check only one box:

☐ Public-Finance Transaction☐ A Debtor is a Transmitting Utility

7. ALTERNATIVE DESIGNATION [if applicable]:



Lessee/Lessor



Consignee/Consignor



Seller/Buyer



Bailee/Bailor



Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA

FHB/68969 - State of Oregon (Black Bear Diner)

**EXHIBIT 1 TO
UCC FINANCING STATEMENT**

Description of Collateral

This Exhibit supplements the Security Agreement and UCC Financing Statement under which First Hawaiian Bank is Secured Party and EQ2 Holdings, LLC, TJM Investments, LLC, and Westline Properties, LLC are Debtors (also collectively referred to as "Grantor" herein). The UCC Financing Statement is to be filed in the real property records as a fixture filing. The record owner of the land is EQ2 Holdings, LLC, TJM Investments, LLC, and Westline Properties, LLC, as tenants in common. The word "Collateral" means the following described property of Grantor, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

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

See **Exhibit A** attached hereto and incorporated herein by this reference.

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

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

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

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

f) Leases. All of Grantor's rights as landlord in and to all existing and future leases, subleases and occupancy agreements affecting all or any portion of the property described herein or any part thereof and all amendments, modifications, extensions, renewals, or supplements thereto approved in writing by Beneficiary, whether written or oral and whether for a definite term or month to month (collectively "**Leases**"), including all rents and deposits received or receivable thereunder.

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

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

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

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

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

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

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

Legal Description

Commencing at the Northeast corner of Donation Land Claim No. 45 in Township 37 South, Range 1 West of the Willamette Meridian in Jackson County, Oregon; thence North 0° 04' 30" West along the West line of Donation Land Claim No. 50 said Township and Range, 1039.65 feet to the center line of Barnett Road, thence South 89° 57' 50" East, along said center line 1651.01 feet to a brass disc at the Westerly end of Bear Creek Bridge; thence continue South 89° 57' 30" East along said center line 322.71 feet to a point which bears North 89° 57' 31" West 1401.72 feet from the East line of said Claim No. 50; thence South 0° 02' 30" West 50.0 feet to a 5/8" iron pin for the point of beginning; thence South 89° 57' 30" East, 147.50 feet; thence South 0° 02' 30" West 360.00 feet; thence North 89° 57' 30" West 132.0 feet; thence North 0° 02' 30" East 53.0 feet; thence North 10° 14' 28" East 68.05 feet; thence South 83° 51' 30" West 15.00 feet; thence North 6° 08' 30" West 117.32 feet; thence North 0° 02' 30" East 125.00 feet to the point of beginning.

ALSO, BEGINNING at a 5/8" iron pin set at the Northwest corner of tract described in Deed recorded as Instrument No. 69-02635 of the Official Records of Jackson County, Oregon, said pin being North 988.37 feet and East 1972.32 feet from the Northeast corner of Donation Land Claim No. 45 in Township 37 South, Range 1 West of the Willamette Meridian in Jackson County, Oregon; thence South 89° 57' 30" East 147.50 feet; thence North 0° 02' 30" East 15.35 feet to the Northerly line of tract described in Deed recorded as Instrument No. 70-02167 said Official Records; thence North 88° 32' 30" West, along said Northerly line 147.54 feet to the Northwest corner of said tract; thence South 0° 02' 30" West 19.00 feet to the point of beginning

EXCEPTING THEREFROM any portion thereof lying within the tract of land acquired by the State of Oregon, by and through its Department of Transportation and described in the Stipulated General Judgment recorded August 31, 2011 as Document No.: 2011-003497, Official Records of Jackson County, Oregon.