



UCC LIEN NO. 91446465-2 SIVERS BUILDING GAAR

## UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. E-MAIL CONTACT AT FILER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)



**COGENCYGLOBAL®**

698 12th ST SE, SUITE 200  
SALEM, OR 97301

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER

91446465

1b. ☒ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS  
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. ☐ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement.

3. ☐ **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9  
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☐ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. **PARTY INFORMATION CHANGE:**

Check one of these two boxes

AND Check one of these three boxes to:

This Change affects ☒ Debtor or ☐ Secured Party of Record ☐ CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c ☒ ADD name: Complete item 7a or 7b, and item 7c ☐ DELETE name: Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change – provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

D. W. Sivers Co.

OR 6b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change – provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

Sivers Building Gaarde, LLC

OR 7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

7c. MAILING ADDRESS

4660 NE Belknap Court #101

CITY

Hillsboro

STATE

OR

POSTAL CODE

97124

COUNTRY

USA

8. ☒ **COLLATERAL CHANGE:** Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☒ RESTATE covered collateral ☐ ASSIGN collateral  
Indicate collateral:

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

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)

If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing DEBTOR

9a. ORGANIZATION'S NAME

Central Pacific Bank

OR 9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10. **OPTIONAL FILER REFERENCE DATA:**

CPBNK/47648 - State of Oregon

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

This Exhibit supplements the UCC Financing Statement under which Central Pacific Bank is Secured Party and D. W. Siverson Co. and Siverson Building Gaarde, LLC are debtors (also referred to collectively 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 Siverson Building Gaarde, LLC. 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. Land and Appurtenances. The land described herein and all tenements, hereditaments, rights of way, easements, appurtenances thereto belonging or in any way appertaining, including without limitation all of the right, title, and interest of Grantor in and to any avenues, streets, ways, alleys, vaults, strips or gores of land adjoining that land, and all claims or demands of Grantor either in law or in equity in possession or expectancy of, in and to the foregoing.

b. Equipment, Improvements, Inventory, and Fixtures. All inventory, equipment, furniture, buildings, structures, and other improvements now or hereafter owned by Grantor or located on the property described herein, 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 herein 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 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 Trustee or Beneficiary.

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. Leasés. 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. Franchise, Membership, and/or License Rights. All of Grantor's rights as franchisee, member, or licensee under any and all franchise, membership, and/or license agreements for the operation of the Property, as in existence at the time of this instrument or as modified, amended, or replaced from time to time with Lender's prior written consent, which consent may be granted or withheld in Lender's sole discretion.

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

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

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

k. 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.

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

m. 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.

Fixtures are and will be located on real property identified as follows ("Property"):

Real property in the County of Washington, State of Oregon, described as follows:

PARCEL I:

A tract of land in the Southeast quarter of Section 3, Township 2 South, Range 1 West of the Willamette Meridian, in the City of Tigard, County of Washington and State of Oregon, being all of Parcel I and a portion of Parcel II of those lands described in Document No. 99073900, Washington County Deed Records, more particularly described as follows:

Beginning at the Southeast corner of Lot 22, GAARDE PARK; thence along the East line of Lot 22, Tract "D" and Lot 23 thereof North 00°27'30" East 213.38 feet; thence South 28°47'40" East 2.96 feet; thence South 77°30'21" East 60.20 feet; thence South 73°01'36" East 267.87 feet to a point on the Northwestern right of way line of SW Pacific Highway (Highway 99W), being 40.00 feet from the centerline thereof; thence along said Northwestern right of way line South 33°57'00" West 145.91 feet to the

Southeast corner of Parcel I, aforesaid; thence along the South line of said Parcel 1 North 89°42'00" West 13.78 feet; thence leaving said South line South 33°24'00" West 59.32 feet; thence South 56°54'00" East 2.10 feet; thence South 33°24'00" West 2.00 feet; thence North 56°54'00" West 9.20 feet; thence North 33°24'00" East 2.00 feet; thence South 56°54'00" East 6.60 feet; thence North 33°24'00" East 59.00 feet; thence North 89°42'00" West 222.12 feet to the point of beginning.

EXCEPTING THEREFROM that portion acquired by the State of Oregon, by and through its Department of Transportation in Circuit Court Case No. C144366CV recorded March 3, 2015 as Fee No. 2015-014566.

PARCEL II:

Easement rights for shared access as set forth in that certain instrument recorded October 4, 2002 as Fee No. 2002-116609.