

MC 20725-K

STATE OF OREGON

INSTRUCTIONS: UNIFORM COMMERCIAL CODE—FINANCING STATEMENT—REAL PROPERTY—FORM UCC-1A

1. PLEASE TYPE THIS FORM. Enclose fee of \$3.75 per name listed plus \$2.00 per trade name.
2. Send the Alphabetical, Numerical and Acknowledgment copies with interleaved carbon paper intact to the filing officer. The Debtor(s) and Secured Party(ies) copies are retained by party making the filing.
3. If the space provided for any item(s) on the form is inadequate, the item(s) should be continued on additional sheets, size 5" x 8". Only one copy of such additional sheets need be presented to the filing officer. Long schedules of collateral, indentures, etc. may be on any size paper that is convenient for the secured party.
4. DO NOT STAPLE OR TAPE ANYTHING TO LOWER PORTION OF THIS FORM. The Form UCC-1A should be filed with the county filing officers who record real estate mortgages.
5. At the time of original filing, filing officer will return acknowledgment copy to the assignee if noted on form or secured party.
6. When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed UCC-21 form.
7. When filing is to be terminated the acknowledgment copy may be sent to the filing officer signed by the secured party or assignee or he may use Form UCC-3 or UCC-3A as a Termination Statement.

THIS FINANCING STATEMENT is presented to filing officer pursuant to the Uniform Commercial Code

Filing Officer Use Only

1A. Debtor(s):
 Quality, Inc., a Delaware corp.
 Quality Components, Inc., a Del. corp.
 Quality Components, Inc., an Oregon corp.
 3722 Century Drive
 Klamath Falls, OR 97601
 (same address for all Debtors)

2A. Secured Party(ies):
 Manufacturers Hanover Trust Company, As Agent
 2B. Address of Secured Party from which security information obtainable:
 270 Park Avenue, 47th Floor
 New York, New York 10017

Vol. M89/Page 4419

3. This financing statement covers the following types (or items) of property: See Exhibit A attached hereto and incorporated herein by reference.
 (The goods are to become fixtures on ~~the above timber is standing on~~ ~~minerals or the like (including gas and oil) or accounts will be financed at the wellhead or minehead of the well or mine located on~~ ~~(Strike what is inapplicable)~~ (Describe real estate)

*The real property described in, and owned by the owner of record described in, Exhibit B attached hereto and incorporated by reference.

4A. Assignee of Secured Party(ies) if any:

4B. Address of Assignee from which security information obtainable:

And the financing statement is to be filed in the real estate records. If the debtor does not have an interest of records, the name of record owner is:

Check box if products of collateral are also covered ☒No. of additional sheets attached ☒ 7File with: ☒ COUNTY REAL ESTATE FILING OFFICER Klamath COUNTY

THIS UCC-1A FINANCING STATEMENT SHALL BE EFFECTIVE FOR TEN (10) YEARS FROM THE DATE OF FILING ~~See Exhibit C attached hereto and incorporated herein by reference for~~ ~~signatures of Additional Debtor.~~

*Signature(s) of Debtor(s) required in most cases.

Signature(s) of Secured Party(ies) in cases covered by ORS 79.4020.

By: *William M. Stead* Signature(s) of Debtor(s)
Signature of Secured Party(ies) or Assignee(s)

FILING OFFICER — ALPHABETICAL

This form of Financing Statement approved by Secretary of State.

STEVENS-NESS LAW PUBLISHING CO., PORTLAND, OR. 97204

9/1/81

STANDARD FORM—UNIFORM COMMERCIAL CODE

4420

QUALITY, INC. (DEBTOR)
 QUALITY COMPONENTS, INC.,
 an Oregon corporation (DEBTOR)
 QUALITY COMPONENTS, INC.,
 a Delaware corporation, (DEBTOR)
 MANUFACTURERS HANOVER TRUST COMPANY,
 AS AGENT (SECURED PARTY)

EXHIBIT A TO UCC-1A FINANCING STATEMENT

Item 3, Description of Property:

(i) Any and all present and future accounts, receivables, contract rights, rights of indemnification, book debts, notes, drafts, instruments, documents, acceptances, general intangibles and all other rights of Debtor to receive payment of money, no matter how evidenced, whether now existing or hereafter arising, whether arising out of goods sold or services rendered by it or otherwise, including, without limitation, any and all of Debtor's rights in, to and under any and all present and future purchase orders for goods or services, any and all moneys due or to become due to Debtor under any and all present and future contracts for the sale of goods or the performance of services (whether or not yet earned by performance on the part of Debtor) or in connection with any transaction, the right to receive the proceeds of any such purchase orders or contracts and any and all collateral security or guarantees of any kind given with respect to the foregoing, all of Debtor's rights to any goods represented by any of the foregoing (including any and all returned or repossessed goods and unpaid seller's rights), and any and all present and future chattel paper, instruments and other writings evidencing any of the foregoing;

(ii) Any and all documents and instruments of Debtor, now owned or hereafter acquired, including, without limitation, all notes and other instruments payable to the order of or endorsed to Debtor and any other such notes and instruments evidencing any indebtedness of any Person to Debtor;

(iii) Any and all present and future general intangibles of every nature owned by Debtor or used in Debtor's business now existing or hereafter acquired or created, including without limitation, all patents, patent applications, tradenames, trademarks, service

names, service marks, copyrights, logos, computer software, architectural drawings and renderings, goodwill, judgments, claims, choses in action, license agreements, royalty payments, insurance policies (including without limitation, any life or disability insurance policy maintained for the benefit of the Debtor on the life or disability of William N. Stout), any and all permits, licenses and regulatory approvals (and any and all requests and applications with respect thereto), and any and all other general intangibles within the meaning of the Oregon Uniform Commercial Code;

(iv) Any and all present and future machinery, equipment, building materials, furniture, furnishings, appliances and other tangible personal property of Debtor now or hereafter located in or on, or attached or affixed to, or used or intended to be used in connection with, the Debtor's business, including, without limitation:

(a) any and all heating, refrigeration and freezer equipment and air conditioning and temperature control systems;

(b) any and all automotive equipment, including without limitation automobiles, tractors, motor vehicles, trailers, semi-vans and fork-lifts;

(c) any and all data processing and computer equipment and software, including without limitation desktop computers, mainframe computer systems, and computer printing equipment;

(d) any and all machinery, tools and dies, hand tools, blueprints and catalogues;

(e) any and all communication equipment, including without limitation telephone and intercom systems, telecom equipment and video equipment;

(f) any and all office machinery, equipment, furniture and furnishings, including, without limitation, document duplicating machines, typewriters, calculators, file cabinets, time clocks, water dispensers, shades, blinds, curtains, drapes, attached floor coverings, television, radio and music cable antennae and systems, trees, plants, landscaping and decoration items;

(g) any and all inventory display and storage equipment, including without limitation shelving, racks, cabinets, trays, bins, dividers and pallets;

(h) any and all janitorial equipment, including, without limitation, buffers, scrubbers, mops, cleaning apparatus, floor polishers, hand trucks and vacuum cleaners;

(i) any and all security systems, including, without limitation, any security and alarm systems and safes;

(j) any and all manufacturing, production, packaging and general equipment, including, without limitation, bailers, tools, utensils, laundry apparatus, gas apparatus, engines, pipes, tanks, conduits, switchboards, plumbing, lifting apparatus, fire prevention apparatus, ventilating apparatus, elevators, escalators and related machinery and equipment, spare parts and building materials and supplies; and

(k) with respect to the foregoing, any and all parts thereof, any and all additions and accessions thereto, any and all replacements thereof and all substitutions therefor, all whether now owned or existing or hereafter acquired by either Debtor;

(v) Any and all present and future fixtures (as such term is defined by the Oregon Uniform Commercial Code), installations, and other immovable tangible personal property of every kind and nature installed in, affixed to, or situated on or at the property of Debtor described in Exhibit B hereto, including, without limitation, any and all automatic doors, sinks, heaters, generators, safes, lighting fixtures, fire extinguishers, drinking fountains, attached mirrors, refrigeration machines, machinery, controls, piping coils and conduits appurtenant thereto, incinerators, compactors, display cases, counters, shelves, racks and general fixtures, together with any and all parts thereof, any and all additions and accessions thereto, any and all replacements thereof and any and all substitutions therefor, any and all whether now owned or existing or hereafter acquired by Debtor;

(vi) Any and all present and future inventory of Debtor, including, without limitation, any and all goods held for sale or lease, any and all raw materials, work in process and materials used or consumed in Debtor's business, any and all finished goods, any and all supplies of any kind, nature or description which are or might be used in connection with the research, development, manufacturing production, packaging, packing, shipping, advertisement, sale or finishing of such goods, and any and all documents of title or documents representing any of the foregoing, together with all additions and accessories thereto, any and all replacements and substitutions therefor and any and all products thereof, any and all whether now owned or existing or hereafter acquired by Debtor;

(vii) Any and all deposit accounts, now existing or hereafter created or arising, maintained in Debtor's name with any financial institution and any and all funds at any time held therein;

(viii) Any and all funds from time to time held in the Cash Collateral Account and all interest accruing thereon;

(ix) Any and all now existing and hereafter acquired books and records relating to the foregoing Property and all equipment containing such books and records;

(x) Any and all other property of Debtor now or hereafter in the possession, custody or control of the Secured Party; and

(xi) Any and all proceeds of any and all of the foregoing Property (as the term "proceeds" is defined under the Uniform Commercial Code in effect in any applicable jurisdiction), including without limitation any and all amounts or payments (in any form whatsoever) received or receivable when any of the Property is sold, collected, exchanged or otherwise disposed of (whether voluntarily or involuntarily, or in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of all or any part of the Property by any governmental authority, any and all proceeds of and rights to payment (including without limitation return premiums) with respect to any insurance relating to the Property, all proceeds of any indemnity, warranty or guaranty payable with respect to any of the Property, all interest, dividends and other property receivable or received on

account of the Property or proceeds thereof, and any and all other amounts from time to time paid or payable under, in connection with or with respect to the Property or any proceeds thereof.

For purposes hereof the following terms shall have the following meanings:

"Person" shall mean an individual, a partnership, a corporation, a business trust, a joint stock company, a trust, an unincorporated association, a joint venture, any governmental authority, or any other entity of whatever nature.

"Cash Collateral Account" shall mean Account No. 144084530 and any other account established at Manufacturers Hanover Trust Company, 270 Park Avenue, 27th Floor, New York, New York 10017, in the name of the Debtor and Trompeter, Inc.

QUALITY, INC. (DEBTOR)
QUALITY COMPONENTS, INC.,
an Oregon corporation (DEBTOR)
QUALITY COMPONENTS, INC.,
a Delaware corporation (DEBTOR)
MANUFACTURERS HANOVER TRUST COMPANY,
AS AGENT (SECURED PARTY)

EXHIBIT B TO UCC-1A FINANCING STATEMENT-REAL PROPERTY

1. Lot 4 in Block 2 of Tract 1174, College Industrial Park, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon; and
2. Lot 5 in Block 2 of Tract 1174, College Industrial Park, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

The owner of record is Quality Components, Inc., a Delaware corporation, previously known as Quality, Inc.

4426

QUALITY, INC. (DEBTOR)
 QUALITY COMPONENTS, INC.,
 an Oregon corporation (DEBTOR)
 QUALITY COMPONENTS, INC.,
 a Delaware corporation (DEBTOR)
 MANUFACTURERS HANOVER TRUST COMPANY,
 as Agent (SECURED PARTY)

EXHIBIT C TO UCC-1A FINANCING STATEMENT

Signature of Additional Debtor:

QUALITY COMPONENTS, INC.,
 an Oregon corporation

By: [Signature]
 Title: Pres.

Return TO:
 Morrison & Foerster
 333 So. Grand Ave. Suite 3800
 Los Angeles, CA 90071

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 16th day
 of March A.D., 19 89 at 11:02 o'clock A M., and duly recorded in Vol. M89
 of Mortgages on Page 4419

FEE \$40.00

Evelyn Biehn County Clerk

By Lauren Miller

L66377[LEW1]LEW1