

REORDER FROM
Register, Inc.
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74112

STATE OF OREGON
FINANCING STATEMENT STANDARD FORM UCC-1

Vol. m94 Page 661

PLEASE TYPE
READ INSTRUCTIONS ON BACK BEFORE FILLING OUT FORM. CUSTOMER NUMBER:

M94/661

A. Check (x) one: ☒ DEBTOR NAME, ☐ CONSIGNEE, ☐ LESSEE Social Sec. number or TIN

(If individual file, last name first)

1. Greyhound Lines, Inc.

2. _____

3. _____

(Last Name) (First Name) (Middle)

DEBTOR MAILING ADDRESS:

15110 North Dallas Parkway
Dallas, TX 75248

Total Debtor Names: _____

Reserved for Filing Officer Use

B. Check (x) one: ☒ SECURED PARTY, ☐ CONSIGNOR, ☐ LESSOR
NAME AND ADDRESS (from which security information is obtainable)

Bankers Trust Company,
as Collateral Agent
130 Liberty Street
New York, NY 10006

Telephone Number: _____

C. ASSIGNEE NAME AND ADDRESS (if any)

Telephone Number: _____

D. This financing statement covers the following types (or items) of collateral (ORS 79.4020)

Total number of attachments: _____

See Schedule I attached hereto.

Check (x) if covered: ☒ PROCEEDS of collateral are also covered

☐ PRODUCTS of collateral are also covered

Klamath, OR

E. DEBTOR'S SIGNATURE NOT REQUIRED. This statement is filed without the debtors signature to perfect a security interest in collateral (if applicable check box): (1) ☐ collateral already subject to a security interest in another jurisdiction; (2) ☐ Which is proceeds of the described original collateral which was perfected; (3) ☐ Collateral as to which the filing has lapsed; or (4) ☐ Collateral acquired after a change of name, identity or corporate structure of debtor.

F. DEBTOR IS A TRANSMITTING
☐ UTILITY (ORS 79.4010)

Debtor hereby authorizes the Secured Party (or Consignor or Lessor) to file a carbon, photographic or other reproduction of this form, financing statement or security agreement as a financing statement under ORS Chapter 79.

By: _____

By: _____

Required Signature(s)

Use the following spaces only for Farm Products requiring Effective Financing Statement (EFS) filing.

FARM PRODUCTS EFFECTIVE FINANCING STATEMENT FORM EFS-1

THIS FARM PRODUCT EFFECTIVE FINANCING STATEMENT is presented to the filing officer pursuant to ORS Chapter 79. This statement remains effective for a period of five years from the date of filing, subject to extensions for additional periods as provided for by ORS Chapter 79.

FARM PRODUCT CODE	COUNTY CODE	CROP YEAR (if applicable)	AMOUNT (if applicable)	DESCRIPTION/LOCATION (if applicable)

EFS Statement requires signature of debtor(s) and secured party(ies).

By: Greyhound Lines, Inc.

By: [Signature]

Signature of Debtor(s)

By: [Signature]

Signature of Secured Party

Bankers Trust Company,
as Collateral Agent

RETURN ACKNOWLEDGEMENT COPY TO: (name and address)

Lexis Document Services
P.O. Box 2969
Springfield, IL 62708

Source of Payment:

Cash ☐

Check ☐ # _____

Visa/MasterCard ☐

(see instruction S-D on
reverse of Original copy)

Submit completed form to:
Secretary of State, UCC Section
Capitol Bldg., Room 41
Salem, OR 97310

(503) 378-4146
FAX (503) 373-1166

Please do not type outside of bracketed area

SCHEDULE I TO UCC-1

Schedule I to UCC-1
Financing Statement made by

GREYHOUND LINES, INC.
Debtor

in favor of

BANKERS TRUST COMPANY,
as Collateral Agent
Secured Party

This Financing Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

Item 1. This Financing Statement is executed by the following DEBTOR:

GREYHOUND LINES, INC.
15110 North Dallas Parkway
Suite 400
Dallas, Texas 75248

Item 2. This Financing Statement is in favor of the following SECURED PARTY:

BANKERS TRUST COMPANY,
as Collateral Agent
130 Liberty Street
New York, New York 10006

Item 3. This Financing Statement covers all of the right, title and interest of the Debtor in, to and under all of the following types or items of property, wherever located, whether now owned or at any time hereafter acquired by the Debtor:

- (i) each and every Receivable;
- (ii) all Contracts, together with all Contract Rights arising thereunder;

- (iii) all Inventory;
- (iv) the Cash Collateral Account established for the Debtor and all monies, securities and instruments deposited or required to be deposited in such Cash Collateral Account;
- (v) all Equipment, including all Vehicles (and the certificate of title, and any other registrations with respect thereto as may be necessary or appropriate in the jurisdiction in which each such Vehicle is registered);
- (vi) all Marks, together with the registrations and right to all renewals thereof, and the goodwill of the business of the Debtor symbolized by the Marks;
- (vii) all Patents and Copyrights;
- (viii) all computer programs of the Debtor and all intellectual property rights therein and all other proprietary information of the Debtor including, but not limited to, trade secrets and Trade Secret Rights;
- (ix) all other Goods, General Intangibles, Chattel Paper, Documents and Instruments;
- (x) all insurance policies;
- (xi) (1) each Concentration Account, (2) all monies, checks, drafts, securities and instruments deposited or required to be deposited in each Concentration Account, (3) all investments and all certificates and instruments, if any, from time to time representing or evidencing such investments and (4) all interest, dividends, cash, investments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the foregoing items listed under (1) through (3);
- (xii) each Concentration Account Consent Letter and each other agreement from time to time entered into by the Debtor with any Concentration Account Bank with respect to any Concentration Account and all rights of such Debtor under each such Concentration Account Consent Letter;
- (xiii) all right, title and interest, if any, including any after-acquired right, title and interest, and including any right of use or occupancy, which Debtor may now or hereafter acquire in and to all fixtures

and appurtenances of every nature whatsoever now or hereafter located in, on or attached to, and used or intended to be used in connection with, or with the operation of, the land described in Exhibit A (the "Premises"; the Premises, together with the improvements located thereon are collectively referred to herein as the "Mortgaged Property"), including, but not limited to (a) all apparatus, machinery and equipment of Debtor; and (b) all extensions, additions, improvements, betterments, renewals, substitutions and replacements to or of any of the foregoing (the items described in the foregoing (a) and (b) being the "Fixtures"); as well as all personal property and equipment of every nature whatsoever now or hereafter located in or on the Premises, including but not limited to (c) all screens, window shades, blinds, wainscoting, storm doors and windows, floor coverings, and awnings of Debtor; (d) all apparatus, machinery, equipment and appliances of Debtor not included as Fixtures; (e) all items of furniture, furnishings and personal property of Debtor; and (f) all extensions, additions, improvements, betterments, renewals, substitutions and replacements to or of any of the foregoing (c)-(e) (the items described in the foregoing (c)-(f) and any other personal property referred to in this paragraph being the "Personal Property") and in and to the proceeds of the Personal Property;

- (xiv) all the estate, right, title and interest of the Debtor in and to (i) all judgments, insurance proceeds, awards of damages and settlements resulting from condemnation proceedings or the taking of the Mortgaged Property (as hereinafter defined), or any part thereof, under the power of eminent domain or for any damage (whether cause by such taking or otherwise) to the Mortgaged Property, or any part thereof or to any rights appurtenant thereto, and all proceeds of any sales or other dispositions of the Mortgaged Property or any part thereof; and (ii) all contract rights, general intangibles, actions and rights in action relating to the Mortgaged Property including, without limitation, all rights to insurance proceeds and unearned premiums arising from or relating to damage to the Mortgaged Property; and (iii) all proceeds, products, replacements, additions, substitutions, renewals and accessions of and to the Mortgaged Property. (The rights and interests described in this paragraph shall hereinafter be called the "Intangibles.")
- (xv) all the rents, issues and profits of the Mortgaged Property and all rents, issues, profits, revenues, royalties, bonuses, rights, and benefits due, payable or accruing (including all deposits of money as advance rent, for security or as earnest money or as down

payment for the purchase of all or any part of the Mortgaged Property) (the "Rents") under any and all present and future leases, contracts or other agreements relative to the ownership or occupancy of all or any portion of the Real Property, and (ii) except to the extent such a transfer or assignment is not permitted by the terms thereof, all such leases and agreements (including all Debtor's rights under any contracts for the sale of any portion of the Mortgaged Property and all revenues and royalties under any oil, gas and mineral leases relating to the Real Property) (the "Leases").

(xvi) all Proceeds and products of any and all of the foregoing (all of the above, collectively, the "Collateral").

The security interests of the Secured Party extend to all Collateral of the kind which is the subject of this Financing Statement which the Debtor may acquire at any time during the continuation of this Financing Statement.

For the purposes of this Financing Statement, the following terms shall have the meanings herein specified. Such definitions shall be equally applicable to the singular and plural forms of the terms defined.

"Cash Collateral Account" shall mean a non-interest bearing account maintained with, and in the sole dominion and control of the Secured Party.

"Chattel Paper" shall have the meaning provided in the Uniform Commercial Code as in effect on the date hereof in the State of New York.

"Contracts" shall mean all contracts between the Debtor and one or more additional parties (including, without limitation, (i) any Interest Rate Protection Agreements and (ii) each partnership agreement to which the Debtor is a party), but excluding licenses to the extent that the terms thereof prohibit the assignment of, or granting of a security interest in, such licenses.

"Concentration Account" shall mean a separate account established and maintained with and in the name of the respective Concentration Account Bank for the benefit of the Secured party by the Debtor and in which the Collateral Agent has a security interest pursuant to the respective Concentration Account Consent Letter.

"Concentration Account Consent Letter" shall mean any letter issued by Debtor to a Concentration Account Bank, notifying such Concentration Account Bank of Debtor's consent to a security interest for the benefit of the Secured Party in all moneys, instruments and other property deposited therein, and all certificates or instruments, if any, representing or evidencing the Concentration Account.

"Contract Rights" shall mean all rights of the Debtor (including without limitation all rights to payment) under each Contract.

"Copyrights" shall mean any registered United States copyright owned by the Debtor, including any registrations of any Copyrights in the United States Copyright Office, as well as any application for a United States copyright registration now or hereafter made with the United States Copyright Office by the Debtor.

"Documents" shall have the meaning provided in the Uniform Commercial Code as in effect on the date hereof in the State of New York.

"Equipment" shall mean any "equipment," as such term is defined in the Uniform Commercial Code as in effect on the date hereof in the State of New York, now or hereafter owned by the Debtor and, in any event, shall include, but shall not be limited to, all machinery, equipment, furnishings, movable trade fixtures and vehicles now or hereafter owned by the Debtor and any and all additions, substitutions and replacements of any of the foregoing, wherever located, together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto.

"General Intangibles" shall have the meaning provided in the Uniform Commercial Code as in effect on the date hereof in the State of New York.

"Goods" shall have the meaning provided in the Uniform Commercial Code as in effect on the date hereof in the State of New York.

"Instrument" shall have the meaning provided in the Uniform Commercial Code as in effect on the date hereof in the State of New York.

"Interest Rate Protection or Other Hedging Agreements" shall mean one or more (i) interest rate protection agreements (including, without limitation, interest rate swaps, caps, floors, collars and similar agreements), (ii) foreign exchange contracts, currency swap agreements or other similar agreements or arrangements designed to protect against the fluctuations in currency values and/or (iii) other types of hedging agreements.

"Inventory" shall mean merchandise, inventory and goods, and all additions, substitutions and replacements thereof, wherever located, together with all goods, supplies, incidentals, packaging materials, labels, materials and any other items used or usable in manufacturing, processing, packaging or shipping same; in all stages of production -- from raw materials through work-in-process to finished goods -- and all products and proceeds of whatever sort and wherever located and any portion thereof which may be returned, rejected, reclaimed or repossessed by the Secured Party from the Debtor's customers, and shall specifically include all "inventory" as such term is defined in the Uniform Commercial Code as in effect on the date hereof in the State of New York, now or hereafter owned by the Debtor.

"Liens" shall mean any security interest, mortgage, pledge, lien, claim, charge, encumbrance, title retention agreement, lessor's interest in a financing lease or analogous instrument, in, of, or on any of the Debtor's property.

"Marks" shall mean any trademarks and service marks now held or hereafter acquired by the Debtor, which are registered in the United States Patent and Trademark Office or in any similar office or agency of the United States or any state thereof or any political subdivision thereof and any application for such trademarks and service marks, as well as any unregistered marks used by the Debtor in the United States and trade dress including logos, designs, trade names, company names, business names, fictitious business names and other business identifiers in connection with which any of these registered or unregistered marks are used in the United States.

"Patents" shall mean any U.S. or foreign patent to which the Debtor now or hereafter has title and any divisions or continuations thereof, as well as any application for a U.S. or foreign patent now or hereafter made by the Debtor.

"Proceeds" shall have the meaning provided in the Uniform Commercial Code as in effect in the State of New York on the date hereof or under other relevant law and, in any event, shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to the Secured Party or the Debtor from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to the Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental authority (or any person acting under color of governmental authority) and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Receivables" shall mean any "account" as such term is defined in the Uniform Commercial Code as in effect on the date hereof in the State of New York, now or hereafter owned by the Debtor and, in any event, shall include, but shall not be limited to, all of the Debtor's rights to payment for goods sold or leased or services performed by the Debtor, whether now in existence or arising from time to time hereafter, including, without limitation, rights evidenced by an account, note, contract, security agreement, chattel paper, or other evidence of indebtedness or security, together with (a) all security pledged, assigned, hypothecated or granted to or held by the Debtor to secure the foregoing, (b) all of the Debtor's right, title and interest in and to any goods or services, the sale of which gave rise thereto, (c) all guarantees, endorsements and indemnifications on, or of, any of the foregoing, (d) all powers of attorney for the execution of any evidence of indebtedness or security or other writing in connection therewith, (e) all books, records, ledger cards, and invoices relating thereto, (f) all evidences of the filing of financing statements and other statements and the registration of other instruments in connection therewith and amendments thereto, notices to other creditors or secured parties, and certificates from

filing or other registration officers, (g) all credit information, reports and memoranda relating thereto, and (h) all other writings related in any way to the foregoing.

"Vehicles" shall mean all buses and other vehicles owned, and the certificates of title and registrations of which are held by Debtor, whether now owned or hereafter acquired, together with any substitutions and replacements therefor, and all parts, replacements, mechanisms, devices, and additions thereto.

EXHIBIT A
Legal Description

Lots 1, 17, 18 and 19 in Block 4 of Canal Addition to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon, SAVING AND EXCEPTING the following described parcel: Beginning at the Northeasterly corner of Lot 17, Block 4, Canal Addition to the City of Klamath Falls, Oregon; thence South 52°51' West along the Southeasterly line of Klamath Avenue, a distance of 10.0 feet; thence South 63°34½' East 8.89 feet to a point on the Westerly line of Commercial Street, thence North along the Westerly line of Commercial Street, a distance of 10.0 feet to the point of beginning.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Lexis Document Services the 6th day
of Jan. A.D., 19 94 at 2:21 o'clock P. M., and duly recorded in Vol. M94
of Mortgages on Page 661
By Evelyn Biehn County Clerk
Pauline Mullendore

FEE \$45.00