

90097

10-25-94 10:44 RCVD

Vol 94 Page 33160

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1

INSTRUCTIONS:

1. PLEASE TYPE this form. Fold only along perforations for mailing.
2. Remove Secured Party and Debtor copies and send other 3 copies with original to the filing officer. Enclose filing fee.
3. If this space provided for any item(s) on this form is inadequate, the filer may use additional sheets. Long schedules of collateral, indentures, etc., may be on additional sheets that are convenient for the filer. Indicate the number of additional sheets attached.
4. If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
5. When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, without extra fee.
6. At the time of original filing, filing officer shall send a third copy as an acknowledgment. At a later time, secured party may date and sign Termination Statement and use third copy as a Termination Statement.

REORDER FROM
Registrars, Inc.
514 PERCE ST.
ANOKA, MN 55303
(612) 421-1713

*fixture
or
Klamath
county*

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)

MURRAY, RICHARD H.
DBA MURPHY'S MARKET
4317 S. 6TH STREET
KLAMATH FALLS, OR 97603

2. Secured Party(ies) and address(es)
Lease Partners Corporation
111 Anza Blvd., Suite 200
Burlingame, CA 94010

ACCT #X00339

Tax ID/Social Security No.

Tax ID/Social Security No.

4. This financing statement covers the following type(s) of property:

NAME OF RECORD HOLDER (Owner of Property): TRUAX
CORP. JOHN TRUAX. This is a Fixture Financing
Statement to be indexed in the real estate record in
KLAMATH County, State of OREGON. A Legal Description
of said real estate is attached hereto as Exhibit A.

For Filing Officer (Date, Time, Number, and Filing Office)

XXXXXX

XXXXXX

M94/33100

10-25-94

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)

Filed with:

115298-40

☐ already subject to a security interest in another jurisdiction when it was brought into this state.
☐ which is proceeds of the original collateral described above in which a security interest was perfected.

Check ☒ if covered: ☐ Proceeds of Collateral are also covered ☐ Products of Collateral are also covered. No. of additional Sheets presented: 16

MURRAY, RICHARD H.
DBA MURPHY'S MARKET

By:

Signature(s) of Debtor(s)

POA

Lease Partners Corporation

By:

Signature(s) of Secured Party(ies)

Date File Services, Inc.

P. O. Box 275

Van Nuys, CA 91408-0275

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1

LEASE PARTNERS CORPORATION EQUIPMENT LEASE

JUL 22 1994

115298

33101

LEASE NO. 36989

LESSEE INFORMATION	
FULL LEGAL NAME OF LESSEE Richard M. Murray	FED. ID. NO. SEC. NUMBER
DBA NAME (IF ANY) Murphy's Market	TYPE OF BUSINESS
ADDRESS, CITY, STATE, ZIP CODE 4317 S. 6th Street Klamath Falls, OR 97603	
PERSON TO CONTACT Richard M. Murray	TELEPHONE NUMBER (503) 884-1358
CO-LESSEE	SOCIAL SECURITY NUMBER
ADDRESS, CITY, STATE, ZIP CODE	

LEASE TERMS		
COMMITMENT FEE \$ 398.00		
A commitment fee in the amount of the advance payment(s) must accompany this lease application. If Lessor accepts the application, the fee will not be refunded and will be applied to the advance payment(s).		
LEASE TERM (MONTHS) 60	DOCUMENTATION FEE \$ 50.00	
SECURITY DEPOSIT \$	DOWN PAYMENT \$	
NO. OF PAYMENTS 1	FREQUENCY ADVM	PAYMENT AMOUNTS 199.00
58	MON	199.00
1	ADVM	199.00
PAYMENT AMOUNTS ARE SUBJECT TO APPLICABLE TAX		

GENERAL EQUIPMENT DESCRIPTION Tidel Anycard Cash System

REMARKS FMV Purchase Option

TERMS AND CONDITIONS OF LEASE

The undersigned Lessee applies to Lessor for lease ("Lease") of the above-described property (the "Equipment") for commercial purposes and agrees that THE LEASE IS NOT TO BE CONSTRUED AS A CONSUMER CONTRACT. If Lessor accepts by executing the Lease below, Lessee agrees to rent from Lessor and Lessor agrees to rent the Equipment to Lessee, on all of the terms and conditions herein. At Lessor's option, the Rental Payment quoted above will float from the date this Lease is executed by Lessee until the Commencement Date. If the Rental Payment is floated, adjustments to the Rental Payment will be tied to the annual yield to maturity of U.S. Treasury Notes having the same maturity as the Initial Term of this Lease.

LESSOR DISCLAIMS ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO THE EQUIPMENT. LESSOR HEREBY ASSIGNS ALL WARRANTIES MADE TO LESSOR BY VENDOR AND/OR MANUFACTURER TO LESSEE, AND LESSEE AGREES THAT ALL CLAIMS OF ANY KIND RELATING TO THE EQUIPMENT SHALL BE MADE AGAINST VENDOR AND/OR MANUFACTURER.

THE OBLIGATION TO PAY RENT UNDER THIS LEASE IS ABSOLUTE AND UNCONDITIONAL. THIS LEASE CANNOT BE CANCELLED AND RENT PAYMENTS WILL BE DUE IN ALL CIRCUMSTANCES DESPITE ANY DISSATISFACTION WITH THE EQUIPMENT FOR ANY REASON. LESSEE UNDERSTANDS AND AGREES THAT NEITHER VENDOR NOR ITS SALES REPRESENTATIVES OR AGENTS IS AN AGENT OF LESSOR, AND NO SUCH PERSON IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS LEASE. NO REPRESENTATION BY VENDOR OR ITS SALES REPRESENTATIVES OR AGENTS SHALL IN ANY WAY AFFECT LESSEE'S DUTY TO PAY RENT AND PERFORM ITS OTHER OBLIGATIONS UNDER THIS LEASE.

If Lessor requests, Lessee shall furnish Lessor with a written statement ("Certificate") which (a) acknowledges receipt of the Equipment in good condition and repair and (b) accepts it as satisfactory in all respects for purposes of the Lease ("Acceptance"). Lessee hereby authorizes any of its employees to sign the Certificate (if any) when presented. Alternatively, Lessee agrees that Lessor may confirm such acknowledgment and acceptance by telephone and such confirmation shall constitute Acceptance as if a Certificate had been obtained. In addition, should Lessee fail to give written notice to Lessor of its rejection of the Equipment within five (5) business days after shipment of the Equipment, such failure shall also constitute Acceptance as if a Certificate had been obtained. The Initial Term of this Lease shall commence, plus (3) days after shipment of the Equipment to Lessee's location or such later date as determined by Lessor ("Commencement Date"). Should the Commencement Date determined by Lessor be more than seven (7) days from the date Equipment is shipped to Lessee's location, Lessee shall pay Lessor interim rental equal to 1/30th of the monthly Rent Payment for each day (if any) beginning seven (7) days after Equipment is shipped to Lessee's location and ending on the Commencement Date ("Interim Rent").

SEE THE REVERSE SIDE HEREOF FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE A PART OF THIS LEASE.

LEASE PARTNERS

111 Anza Blvd., Suite 200
Burlingame, CA 94010
800-533-0060 Fax 415-340-9147

SIGN
HERE →

LESSEE'S SIGNATURE <i>Richard M. Murray</i>	TITLE Owner	DATE 7-20-94
PRINT NAME Richard M. Murray		

CO-LESSEE SIGNATURE: The undersigned agrees to be co-lessee and jointly and severally liable for all of Lessee's obligations. Please send any notices to me at the above billing address.

CO-LESSEE'S SIGNATURE	DATE
PRINT NAME	

LeasePartners Corporation (Lessor)	
SIGNATURE <i>Jamie Ford</i>	DATE 7-20-94
TITLE VP	

1. **Term:** The term of the Lease ("Initial Term") shall commence on the date of the execution of this Lease and shall continue for the full Lease Term as specified on the reverse side hereof, and shall be terminated at the expiration of the Initial Term or any renewal term and return the Equipment to the Lessor (see paragraph 19 for additional renewal provisions).

2. **Rent:** Lessee agrees to pay Lessor during the Initial Term of this Lease, as provided by Lessor, the total rent payments ("Rent Payments") as specified on the reverse side hereof, in U.S. dollars, at an address to be provided by Lessor. Lessee shall pay the Rent Payments to Lessor on the date specified on the reverse side hereof, on or before the date of the Initial Term and on or before the date of the expiration of the Initial Term. Lessee shall be promptly invoiced for the first period's Rent Payment and Commencement Date. This Lease is non-cancelable during the Initial Term. Lessee shall be obligated to pay all Rent Payments, interest, and other amounts payable under this Lease shall not be affected by any event of force majeure, and shall be paid by Lessee in full, net of any offset, counterclaim, recoupment, defense or other right which Lessee may have against Lessor, the manufacturer or supplier of the Equipment or any other third party.

3. **Security Deposit:** Any amount designated as the security deposit ("Security Deposit") on the reverse side hereof shall be deposited with Lessor as security for the full performance of all the terms and conditions of this Lease; and, if all the conditions herein are fully complied with, such sum (if collected) may be credited toward the last Rent Payment(s) due under this Lease and/or toward any purchase option, if appropriate. Lessor may, but shall not be required to, apply any Security Deposit to discharge any obligation of Lessee, and Lessee shall promptly restore the Security Deposit to the full original amount.

4. **Representations and Warranties:** Lessee represents and warrants that the information in any application, statement, trade reference or financial report submitted to Lessor is true and correct and understands that any material misrepresentation shall constitute a default hereunder. Lessee further represents and warrants that: (a) Lessee has full power and authority to execute and deliver this Lease and perform its obligations hereunder; (b) this Lease is a valid and binding obligation of Lessee enforceable against Lessee in accordance with its terms; and (c) the person executing this Lease on behalf of Lessee is duly authorized to do so by all necessary action on the part of Lessee.

5. **Indemnity:** Lessee shall indemnify, protect and hold harmless Lessor and its employees and agents from and against all liabilities, claims, costs (including attorneys' fees and expenses), actions, suits and proceedings of every kind, arising out of or in connection with this Lease or the Equipment.

6. **Selection and Ordering of Equipment:** Lessee shall select the type and quantity of the Equipment submitted to this Lease. Upon Lessor's acceptance of this Lease, Lessor shall issue a purchase order(s) to the Vendor(s) specified by Lessee. Lessee shall arrange for delivery of the Equipment from Vendor to Lessee, at Lessee's expense. A delay in delivery shall not affect the validity of this Lease. Lessee has entered into a purchase agreement with any Vendor. Lessee shall assign all right, title and interest in such purchase agreement to Lessor prior to the passage of title from Vendor to Lessee.

7. **Taxes:** Lessee shall pay or reimburse Lessor for all charges, taxes (local, state and federal), fines or penalties which may now or hereafter be imposed or levied upon the sale, purchase, ownership, leasing or use of the Equipment, excluding taxes on Lessor's net income. If Lessor pays in connection with the Equipment, any charges, taxes, fines or penalties which are Lessee's obligation, Lessee shall pay to Lessor a service fee of \$5.00 for each such payment.

8. **Loss or Damage:** Lessee assumes and shall bear the entire risk of loss, theft, destruction or damage of or to the Equipment or any item thereof ("Loss or Damage") from any cause whatsoever, whether or not covered by insurance, and no such Loss or Damage shall release Lessee of its obligation hereunder. In the event of Loss or Damage, Lessee shall promptly notify Lessor, and at the option of Lessor, shall (1) at Lessee's expense, repair the affected items of the Equipment to the satisfaction of Lessor; or (2) at Lessee's expense, and to the satisfaction of Lessor, replace the affected items of the Equipment or item thereof with similar or like equipment in good condition and repair and of similar value, with clear title thereto in Lessor; or (3) make payment to Lessor in an amount equal to the sum of: (a) all Rent Payments on all of the Equipment or other amounts past due (plus any service charges and interest thereon) or currently owed to Lessor under this Lease, including unpaid taxes and any indemnification; and (b) all future Rent Payments that would accrue over the remaining Initial Term plus the estimated fair market value of all of the Equipment at the end of the Initial Term, such sum to be discounted to present value at a discount rate equal to the then current thirteen week U.S. Treasury Bill rate (but in no event greater than 8%) ("Discount Rate"). Upon Lessor's receipt of such payment, Lessee shall be entitled to a written acknowledgment from Lessor that the Equipment, AS-IS-WHERE-IS, WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

9. **Insurance:** Lessee shall provide, maintain and pay for (a) insurance against the loss or theft of or damage to the Equipment, for the full replacement value thereof, naming Lessor and/or such other person designated by Lessor as a loss payee and (b) public liability and property damage insurance naming Lessor (and/or such other person designated by Lessor) as an additional insured. All insurance shall be in a form and amount and with companies satisfactory to Lessor and shall contain the following agreement to give thirty (30) days written notice to Lessor before cancellation or material change of policy of insurance. Upon Lessor's request, Lessee shall deliver the policies or copies thereof or certificates of insurance to Lessor (and/or such other person designated by Lessor). If Lessee fails to provide or maintain such insurance, Lessor shall have the right, but shall not be obligated, to obtain such insurance, and in such event, Lessee shall pay to Lessor the cost thereof with the next Rent Payment.

10. **Assignment:** (a) WITHOUT LESSOR'S PRIOR WRITTEN CONSENT, LESSEE SHALL NOT (1) ASSIGN, TRANSFER, PLEDGE, HYPOTHECATE OR OTHERWISE DISPOSE OF THIS LEASE, ANY OF THE EQUIPMENT OR ANY INTEREST THEREIN; (2) SUBLEASE OR LOAN ANY OF THE EQUIPMENT OR PERMIT ANY OF THE EQUIPMENT TO BE USED BY ANYONE OTHER THAN LESSEE OR LESSEE'S EMPLOYEES; (3) SELL, TRANSFER, ASSIGN, OR OTHERWISE DISPOSE OF ALL OR SUBSTANTIALLY ALL OF ITS ASSETS; AND (4) BUYER OF ALL OR SUBSTANTIALLY ALL OF LESSEE'S ASSETS SHALL, WITHOUT FURTHER ACTION, ASSUME THE OBLIGATIONS UNDER THIS LEASE. THE FOREGOING ASSUMPTION SHALL NOT RELIEVE LESSEE OF ANY OF ITS OBLIGATIONS UNDER THIS LEASE.

(b) Lessor may assign this Lease or grant a security interest in the Equipment in whole or part without notice to Lessee; and Lessor's assignee or secured party may then assign this Lease or the security agreement without notice to Lessee. Each such assignee or secured party shall have all the rights but none of the obligations of Lessor under this Lease. Lessee shall recognize such assignments and/or security agreements and shall not assert against the assignees and/or the secured parties any defense, counterclaim or offset Lessee may have against Lessor. Lessee agrees to execute any documents or consents necessary to effectuate the foregoing. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, legatees, personal representatives, successors and assigns of the parties hereto.

11. **Location and Maintenance:** At its own risk, Lessee shall use or permit the use of the Equipment solely at the location specified in the Lease, or if none is specified, at Lessee's business address set forth in the Lease, and the Equipment shall not be moved without Lessor's prior written consent. Lessee shall, at its expense, maintain the Equipment in good repair, condition, and functional order, shall not use the Equipment unlawfully or unsafely and shall not alter the Equipment without Lessor's prior written consent. Lessor and its assignees and agents shall have the right to inspect the Equipment at the premises where the Equipment is located.

12. **Surrender:** Upon expiration of the Initial Term if not renewed, or upon demand by Lessor pursuant to paragraph 14 hereof, Lessee, at its expense, shall return the Equipment (including but not limited to, original software, media, documentation, manuals, power cords, keys, etc.) in good (repair and operable condition, ordinary wear and tear excepted), to such place or on board such carrier, picked up for shipping as Lessor may specify. Lessee shall immediately pay to Lessor the repair or replacement cost of damaged or missing Equipment, as determined by Lessor.

13. **Title/Personal Property:** The Equipment is, and shall at all times remain, the property of Lessor, and Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Lease. Lessee shall keep the Equipment free from any and all liens, encumbrances, and claims, except those created by Lessor; and shall not do or permit any act or thing whereby Lessor's title or rights may be encumbered or

impaired. The Equipment is, and shall at all times remain, personal property notwithstanding that the Equipment or any part thereof may now be or hereafter become in any manner affixed or attached to real property or any improvements thereof. All additions or improvements to the Equipment of any kind or nature made by Lessee shall become component parts thereof, and title shall immediately vest in Lessor and be governed by the terms of this Lease. Lessee will, if requested, at its expense, furnish a standard or mortgage waiver with respect to the Equipment in form satisfactory to Lessor.

14. **Default and Remedies:** (a) Lessee shall be in default if Lessee shall (1) fail to pay any Rent Payment or any other amount due under this Lease within ten (10) days after the same becomes due and payable; (2) fail to make any payments on any lease or indebtedness of Lessee to Lessor arising independently of this Lease; in such case within ten (10) days after the same becomes due and payable; (3) fail to perform or observe any term or covenant contained in this Lease, or any other instrument or document executed in connection with this Lease; (4) become insolvent (however defined), cease business as a going concern, make an assignment for the benefit of creditors, cause a petition for receivership or in bankruptcy to be filed or have the same filed against it (including a petition for reorganization or an arrangement); (5) have made or furnished to Lessor any warranty, representation or statement which is proven to have been false in any material respect when made or furnished; (6) attempt to sell or encumber the Equipment, or suffer any levy, seizure or attachment to be made thereof or thereon; or (7) commit or fail to commit any act which results in jeopardizing the rights of Lessor or causes Lessor to deem itself insecure as to its rights.

(b) If Lessee is in default, Lessor, with or without notice to Lessee, shall have the right to exercise concurrently or separately, and without any election of remedies to be deemed made, the following remedies: (1) declare all Rent Payments due hereunder immediately due and payable; (2) terminate this Lease; (3) without incurring any liability to Lessee, enter upon Lessee's premises and without any court order or other process of law remove the Equipment with or without notice to Lessee; (4) sell or lease the Equipment at public auction or by private sale or lease; (5) bring an action for damages or pursue any other remedy available at law or equity.

(c) Whether or not Lessor exercises any of its rights described in this paragraph 14, Lessor may recover from Lessee as liquidated damages, and not as a penalty, a sum equal to: (1) all unpaid Rent Payments (together with interest thereon) due up to the date of delivery of the Equipment to Lessor; plus (2) all expenses of any kind incurred by Lessor as a result of Lessee's default, including costs of recovery, repair, storage, renting and sale, and attorney's fees and costs; plus (3) all unpaid Rent Payments due and to become due after the date of surrender of the Equipment to Lessor, together with the estimated fair market value of the Equipment, both discounted to present value at the Discount Rate; minus (4) the proceeds (if any) received or to be received upon re-lease (discounted to present value at the Discount Rate) or actual sale of the Equipment or any item thereof as determined by Lessor, which determination shall be conclusive. Lessee understands that there can be no assurance that Lessor will be able to re-lease or sell the Equipment or any item thereof in such circumstances.

15. **Choice of Forum/Waiver of Jury Trial/Choice of Law, Etc.:** THIS AGREEMENT HAS BEEN ENTERED INTO IN THE STATE OF CALIFORNIA AND SHALL BE GOVERNED AND CONSTRUED UNDER THE LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN CALIFORNIA. IT IS AGREED THAT THE EXCLUSIVE JURISDICTION AND VENUE FOR ANY LEGAL ACTION ARISING OUT OF THIS AGREEMENT, EITHER DIRECTLY OR INDIRECTLY, SHALL BE IN THE SAN MATEO COUNTY, CALIFORNIA COURT SYSTEM AND LESSEE HEREBY CONSENTS TO PERSONAL JURISDICTION OF SAID COURT. IN THE EVENT THAT ANY CAUSE OF ACTION ARISES EXCLUSIVELY UNDER FEDERAL LAW, SUCH CAUSE OF ACTION WILL BE BROUGHT IN THE NORTHERN DISTRICTS OF CALIFORNIA, SAN JOSE DIVISION. LESSEE WAIVES ANY OBJECTION TO VENUE AND JURISDICTION IN ACCORDANCE WITH THE PROVISIONS OF THIS PARAGRAPH AND AGREES NOT TO CONTEST THE JURISDICTION OR VENUE. LESSEE HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS LEASE. IN ADDITION, ANY CLAIM OR DISPUTE ARISING UNDER OR RELATING TO THIS LEASE MAY, AT LESSOR'S DISCRETION, BE SUBMITTED TO BINDING ARBITRATION IN BURLINGAME, CALIFORNIA PURSUANT TO THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION.

16. **Notices and Demands:** All notices under this Lease shall be in writing and shall be deemed to have been duly given on the date of hand delivery or two (2) business days after it is deposited with the United States mail, certified or registered, postage prepaid, return receipt requested and addressed to the parties involved at its respective address herein set forth or to such other address as the parties may hereafter substitute by written notice.

17. **Filing:** Lessee hereby agrees and does hereby appoint Lessor its true and lawful attorney-in-fact to prepare, execute and sign any instrument or financing statement necessary to protect Lessor's interest in the Equipment, subject hereto, and to sign the name of Lessee with the same force and effect as if signed by Lessee, and to file same at the proper location or locations. Lessee further agrees, if Lessor so requests, to execute any instrument or financing statement necessary to protect Lessor's interest in the Equipment and to pay a one-time UCC filing fee to cover Lessor's costs for such filing and other documentation costs.

18. **Service Charge and/or Interest:** If any Rent Payment or other amount is not paid within ten (10) days after the due date thereof, Lessee shall pay to Lessor its then standard service charge together with any expenses incurred in collecting the late payment. Lessee shall also pay interest on any such late payment from the due date thereof until payment at a rate of 18% per annum or, if less, the highest interest rate permitted by California law.

19. **Purchase/Renewal Option:** Unless otherwise provided for, if no default shall have occurred and be continuing and if this Lease shall not have been earlier terminated, Lessee shall be entitled, at its option, upon written notice to Lessor at least sixty (60) days prior to the end of the Initial Term or renewal term, to purchase from Lessor all, but not less than all, of the Equipment at the end of such term at a purchase price equal to the then fair market sales value of the Equipment as determined by Lessor, based on the value which would be obtained in an arms length transaction between an informed and willing buyer and an informed and willing seller under no compulsion to sell. On the date of such purchase, Lessee shall pay to Lessor the full purchase price for the Equipment in cash (plus any taxes levied thereon) and Lessor shall sell the Equipment to Lessee, AS-IS-WHERE-IS, WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED. WHATSOEVER, INCLUDING, WITHOUT LIMITATION, WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. With Lessor's prior written approval, Lessee may renew the Lease for all, but not less than all, of the Equipment for one year periods at its then fair market rental value as determined by Lessor based on the rental value which would be obtained in an arms length transaction between an informed and willing lessee and an informed and willing lessor under no compulsion to lease.

20. **Authorization to Deal with Co-Lessee:** If this lease is signed by more than one Lessee ("Co-Lessee"), then each Co-Lessee authorizes Lessor, in Lessor's discretion, and without notice, to deal solely with the other Co-Lessee(s) with respect to any and all matters relating to this Lease, including, without limitation, any modification, amendment, termination or extension of this Lease, and the acts and decisions of the other Co-Lessee(s) with respect to any such matters shall be binding on all Co-Lessee(s). Lessor may also release or substitute one or more Co-Lessee(s) without notice to or the consent of any other Co-Lessee(s), or proceed against any Co-Lessee without joining any other Co-Lessee(s) or against more than one or all of them, in any action to enforce the provisions of this Lease. The liability of all Co-Lessee(s) hereunder shall be joint and several.

21. **Miscellaneous:** All of the covenants required of Lessee under this Lease shall survive the expiration or termination of this Lease to the extent required for their full observance and performance. This Lease constitutes the entire agreement between Lessor and Lessee and is irrevocable for the Initial Term and for the aggregate Rent Payments hereinafter reserved, and it shall not be amended, altered or changed except by a written agreement signed by the parties hereto. Lessee waives notice of this Lease by Lessor. Lessee shall provide Lessor with such corporate resolutions, opinions of counsel, financial statements, insurance certificates and other documents as Lessor shall request from time to time. Time is of the essence in this Lease. Any failure of Lessee to require strict performance by Lessee or any waiver by Lessor of any provision hereof shall not be construed as a consent or waiver of any other breach of the same or any provision hereof. If any portion of this Lease is deemed invalid, it shall not affect the validity of this Lease. Headings or titles to the paragraphs of this Lease are solely for the convenience of the parties and not an aid to the interpretation of the Lease.

11
EXHIBIT "A"

33163

JUL 22 1994

TO: Landlord of Richard M. Murray DBA Murphy's Market

LeasePartners, Inc. (Lessor) is entering into a Lease Agreement with Richard M. Murray DBA Murphy's Market (Lessee). This Lease will provide the Lessee with a Tidel Anycard Cash System to be installed on the premises. We want to confirm your understanding of the arrangement.

This Leased Equipment might be considered under certain statutes to be affixed to (and therefore become a part of) the real property upon which it is situated. However, as Lessor, we must have clear undisputed and unencumbered ownership of the Leased Equipment. It is therefore necessary for any parties who have an interest in such real property to waive any future interest in this Leased Equipment.

The description of this Leased Equipment and our Lease:

Leased Equipment: Tidel Anycard Cash System

Lease Agreement date(s):

7-12-94

Lessor:

LeasePartners Corporation

Lessee:

Richard M. Murray DBA Murphy's Market

Equipment Location:

* 4317 South 6th Street

Klamath Falls, OR 97603

*Need legal description of building/property, if information cannot be found, please contact the appropriate Title Co.

EXHIBIT "A"

33104

JUL 22 1994

Page 2 of 2

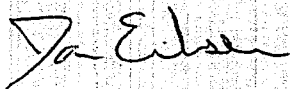
Please sign below indicating your agreement as follows:

You hereby acknowledge our ownership of the Leased Equipment and waive all interest you may have now or in the future in the Leased Equipment, whether by virtue of your ownership of real property or through other means; and,

Should the lessee default on the Lease, you will permit us access to the real property upon which it is located to repossess this equipment during normal business hours.

Please sign below indicating your agreement. Thank you very much for your cooperation in the installation of this important equipment for lessee's business.

Sincerely,



Jan Eriksen
Account Representative

The undersigned parties agree to the terms contained in this letter:

Landlord:

Truax Corporation

By:

Its:

Dated:

John Truax
Pres
7/14/94

SIGN
HERE →

EXHIBIT "A"
CARD CAPTURE SERVICES, INC.

7360 S.W. Hunziker Suite 201
Portland, OR 97223

33105

Invoice

Invoice #: 00002848

Bill To:

LEASEPARTNERS
111 ANZA BLVD SUITE 200
BURLINGAME CA 94010

JUL 27 1994

Ship To:

MURPHY'S MARKET
4317 SO 6TH STREET
KLAMATH FALLS OR 97603

SALESPERSON			SHIP VIA		SHIP DATE	TERMS	DATE	
Portland							7/26/94	
QTY.	ITEM NO.	DESCRIPTION			PRICE	UNIT	DISC %	TOTAL
1	70-TIDEL CASH	ANY CARD CASH SYSTEM			9,045.45	EACH		9,045.45
						SALE	9,045.45	
						FREIGHT	0.00	
						TOTAL	9,045.45	
						PAID TODAY	0.00	
						BALANCE	9,045.45	

110 S
Lamath Falls
Bill Skillington

MURRAY'S MURRAY
4317 So. 6th St.
Klamath Falls, OR 97603

33106

SEP 06 1994

COMMERCIAL LEASE AGREEMENT

LEGAL DESCRIPTION

THIS LEASE, made and entered into, in duplicate, this 14th day of February, 1984, by and between TRUAX CORPORATION, an Oregon corporation, hereinafter called "Landlord", and Billy J. Skillington & Richard M. Murray hereinafter called "Tenant, and Same as above", hereinafter called "Guarantor".

WITNESSETH:

In consideration of the covenants and agreements herein contained to be kept and performed by Tenant, and the payments to be made by tenant to Landlord, as hereinafter set forth, Landlord does hereby lease to tenant for a period commencing April 1, 1984, and ending March 31st, 1989, a total term of five years, a portion of those certain premises consisting of approximately 1200 square feet, plus five (5) parking spaces located on the front side of the property, situated in the City of Klamath Falls, County of Klamath, State of Oregon, that are described as follows:

Klamath Falls, Oregon, and State of Oregon, bounded and described as follows, to-wit:
Beginning at the intersection of the Easterly line of Etna Street and the Northerly right of way line of the Klamath Falls, Lakeview Highway; said point being 40.0 feet distant Northerly from (when measured at right angles to) the relocated center line of the said highway; said point also being 39.6 feet north, and 381 feet East of the West quarter corner of said Section 2; thence North 89°43'30" East along the Southerly line of the Ed Stough property 136.3 feet to the Westerly line of that tract of land conveyed to Agnes Benington by a deed recorded in Book 107, Page 193 of Klamath County Record of Deeds; thence North 0°16'30" West along said Westerly line a distance of 90 feet; thence South 89°43'30" West 136.3 feet, more or less to the Easterly line of Etna Street; thence South 0°16'30" East 90 feet to the place of beginning.
SUBJECT to: All contracts and agreements with the United States of America and the Enterprise Irrigation District, relative to irrigation and/or drainage and any existing rights of way for ditches or canals heretofore conveyed or used in connection therewith, and subject to Easements and right of way of record and apparent on the ground.

33167

CARD CAPTURE SERVICES, INC.7360 S.W. Hunziker Suite 200
Portland, OR 97223Invoice

Invoice #: 00002848

JUL 27 1994

Bill To:LEASEPARTNERS
111 ANZA BLVD SUITE 200
BURLINGAME CA 94010**Ship To:**MURPHY'S MARKET
4317 SO 6TH STREET
KLAMATH FALLS OR 97603

SALESPERSON			SHIP VIA		SHIP DATE	TERMS	DATE	
Portland							7/26/94	
QTY.	ITEM NO.	DESCRIPTION			PRICE	UNIT	DISC %	TOTAL
1	70-TIDEL CASH	ANY CARD CASH SYSTEM			9,045.45	EACH		9,045.45
							ATTENTION FILING OFFICER, PLEASE STAMP AND RETURN WITH UCC-1	
						SALE	9,045.45	
						FREIGHT	0.00	
						TOTAL	9,045.45	
						PAID TODAY	0.00	
						BALANCE	9,045.45	

OCT-20-1994 07:43 FROM

415 340 9147
LEASE PARTNERS

TO

18189094717

P.02

33108

884-60
4710 So. 6th
Klamath Falls OR 97603
Bill Skillington

LEGAL DESCRIPTION
MURPHY'S MANICOT
4317 So. 6th ST.
Klamath Falls, OR 97603

Rich Murray
382-0444

SEP 06 1994

COMMERCIAL LEASE AGREEMENT

THIS LEASE, made and entered into, in duplicate, this 14th day of February, 1984, by and between TRUAX CORPORATION, an Oregon corporation, hereinafter called "Landlord", and Billy J. Skillington & Richard M. Murray hereinafter called "Tenant", and Same as above hereinafter called "Guarantor".

WITNESSETH:

In consideration of the covenants and agreements herein contained to be kept and performed by Tenant, and the payments to be made by tenant to Landlord as hereinafter set forth, Landlord does hereby lease to tenant for a period commencing April 1, 1984, and ending March 31st, 1989, a total term of five years, a portion of those certain premises consisting of approximately 1200 square feet, plus five (5) parking spaces located on the front side of the property, situated in the City of Klamath Falls, County of Klamath, State of Oregon, that are described as follows:

Klamath Falls, Oregon, and State of Oregon, bounded and described as follows, to-wit:
Beginning at the intersection of the Easterly line of Etna Street and the Northerly right of way line of the Klamath Falls, Lakeview Highway; said point being 40.0 feet distant Northerly from (when measured at right angles to) the relocated center line of the said highway; said point also being 39.6 feet north, and 381 feet East of the West quarter corner of said Section 2; thence North 89°43'30" East along the Southerly line of the Ed Stough property 136.3 feet to the Westerly line of that tract of land conveyed to Agnes Benington by a deed recorded in Book 107, Page 393 of Klamath County Record of Deeds; thence North 0°16'30" West along said Westerly line a distance of 90 feet; thence South 89°43'30" East 90 feet to the place of beginning.
SUBJECT TO: All contracts and agreements with the United States of America and the Enterprise Irrigation District, relative to irrigation and/or drainage and any existing rights of way for ditches or canals heretofore conveyed or used in connection therewith, and subject to Easements and right of way of record and apparent on the ground.

1 - COMMERCIAL LEASE AGREEMENT

ATTENTION FILING
OFFICER, PLEASE
STAMP AND RETURN
WITH UCC-1

BC

33108

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ Date File Services Inc _____ the 25th day
of Oct A.D., 19 94 at 10:44 o'clock A.M., and duly recorded in Vol. M94
of _____ Mortgages _____ on Page 33100

FEE \$40.00/Non Stan \$10.00

Evelyn Biehn County Clerk

By Richard Murray