

This space reserved for County Filing Officer use only

STATE OF OREGON

UNIFORM COMMERCIAL CODE

FINANCING STATEMENT

REAL PROPERTY - Form UCC-1A

THIS FORM FOR COUNTY FILING OFFICER USE ONLY

11371

The FINANCING STATEMENT is presented to the county filing officer pursuant to the Uniform Commercial Code.

1A. Debtor Name(s): Supply One, Inc., a Nevada corporation 1B. Debtor Mailing Address(es): 150 E. Peckham Lane Reno, NV 89502	2A. Secured Party Name(s): The Bank of California, N.A. 2B. Address of Secured Party from which security information is obtainable: Sacramento Regional Office 770 L Street, Suite 1400 Sacramento, CA 95814	4A. Assignee of Secured Party (if any): 4B. Address of Assignee:
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3. This financing statement covers the following types (or items) of property (check if applicable):

See attached Exhibit A

- ☒ The goods are to become fixtures on: and Schedule 1 ☐ The above timber is standing on: _____
- ☐ The above 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: (describe real estate)

and the financing statement is to be filed for record in the real estate records. (If the debtor does not have an interest of record) The name of a record owner is:

☐ Check box if products of collateral are also covered

Number of attached additional sheets: 3

A carbon, photographic or other reproduction of this form, financing statement or security agreement serves as a financing statement under ORS Chapter 79.

By: Supply One, Inc., a Nevada corporation

The Bank of California, N.A.

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

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

INSTRUCTIONS

1. PLEASE TYPE THIS FORM.
2. If the space provided for any item(s) on this form is inadequate, the item(s) should be continued on additional sheets. Only one copy of such additional sheets need to be presented to the county filing officer. DO NOT STAPLE OR TAPE ANYTHING TO THIS FORM.
3. This form (UCC-1A) should be recorded with the county filing officers who record real estate mortgages. This form cannot be filed with the Secretary of State. Send the Original to the county filing officer.
4. After the recording process is completed the county filing officer will return the document to the party indicated. The printed termination statement below may be used to terminate this document.
5. The RECORDING FEE must accompany the document. The fee is \$5 per page.
6. Be sure that the financing statement has been properly signed. Do not sign the termination statement (below) until this document is to be terminated.

Recording Party contact name: Commercial Service Center

Recording Party telephone number: (415) 765-2790

Return to: (name and address)

The Bank of California, N.A.
P.O. Box 45011
San Francisco, CA 94145

Please do not type outside of bracketed area.

TERMINATION STATEMENT

This statement of termination of financing is presented for filing pursuant to the Uniform Commercial code. The Secured Party no longer claims a security interest in the the financing statement bearing the recording number shown above.

By: _____
Signature of Secured Party(ies) or Assignee(s)

This space reserved for County Filing Officer use

THE BANK OF CALIFORNIA

UCC-1 FINANCING STATEMENT
EXHIBIT A

THIS EXHIBIT is attached to and made a part of the certain UCC-1 Financing Statement dated March 12, 1996, executed by Supply One, Inc., a Nevada corporation ("Debtor") in favor of THE BANK OF CALIFORNIA, N.A.

This Financing Statement covers the following type(s) of collateral (collectively, "Collateral"):

"*Collateral* means all Debtor's Accounts, General Intangibles, and Rights to Payment now owned or hereafter acquired, wherever located, and whether held by Debtor or any third party, and all royalties, proceeds and products thereof, including all insurance and condemnation proceeds, and all Records."

"*Accounts* means all rights to payment for goods sold or leased by Debtor or for services rendered by Debtor, which rights are not evidenced by an instrument or chattel paper, whether or not earned by performance."

"*General Intangibles* means all personal property of Debtor other than goods not otherwise defined as Collateral, including without limitation all interests or claims in insurance policies; literary property; tradenames, tradename rights; trademarks, trademark rights, copyrights, patents, and all applications therefor; licenses, permits, franchises and like privileges or rights issued by any governmental or regulatory authority; income tax refunds; claims and causes of action."

"*Rights to Payment* means all Debtor's instruments, contract rights, documents, chattel paper and all other rights to payment other than the Accounts, including without limitation all rights to payment under any commercial or standby letter of credit."

"*Records* means all Debtor's computer programs, software, hardware, source codes and data processing information, all written documents, books, invoices, ledger sheets, financial information and statements, and all other writings concerning Debtor's business."

"Collateral further means all Debtor's *inventory*, including raw materials, work in process, finished goods and goods held for sale or lease or furnished under contracts of service, and all returned and repossessed goods, and all goods covered by documents of title, including warehouse receipts, bills of lading and all other documents of every type covering all or any part of the Collateral."

"Collateral" is defined as all of Debtor's equipment now owned or hereafter acquired, including, but not limited to machinery, machine parts, furniture, furnishings, and all tangible personal property used in the business of the Debtor, including without limitation the following items: all office fixtures, computer equipment and all such property which is or is to become fixtures on real property, and all improvements, replacements, accessions, and additions thereto, wherever located, and all proceeds thereof arising from the sale, lease, rental, or other use or disposition of any such property, including all rights to payment with respect to insurance or condemnation, returned premiums, or any cause of action relating to any of the foregoing. "Collateral" includes, but is not limited to, all the foregoing that may now or at any time hereafter constitute fixtures or be located or installed at the real property as described in Schedule 1 attached, and all improvements, replacements, accessions, and additions thereto, wherever located, and all proceeds thereof arising from the sale, lease, rental, or other use or disposition of any such property, including all rights to payment with respect to insurance or condemnation, returned premiums, or any cause of action relating to any of the foregoing. A copy of this Financing Statement will be filed in the real estate records. The name of the record owner of the above property is Steiner Klamath Investors, Inc..

DEBTOR

Supply One, Inc., a Nevada corporation

By: 

Title: Sec/Treas Cfo

THE BANK OF CALIFORNIA


SCHEDULE 1
TO: UCC-1 FINANCING STATEMENT

PARCEL 1:

All that portion of Lot 70, ENTERPRISE TRACTS, in the County of Klamath, State of Oregon, described as follows:

Beginning at a point in the Southerly line of South Sixth Street as the same is presently located and constructed, at its intersection with a North-South line parallel with and 390 feet West of the East line of said Lot 70; thence South along said line a distance of 694.42 feet, more or less, to a point 17.5 feet East of the Southeast corner of tract of land conveyed by Marshall E. Cornett et ux., to Signal Oil Company by Deed recorded August 28, 1946 in Volume 194 at Page 435, Deed Records of Klamath County, Oregon, said point being the true point of beginning of this description; thence continuing South on said North-South line a distance of 280.7 feet, more or less, to the Northerly right of way line of the O.C. & E. Railroad; thence North 66 degrees 51' 15" West along said right of way line a distance of 156.65 feet to the Southwest corner of tract conveyed by Klamath Pine Lumber Co. to Marshall E. Cornett, et ux., by Deed recorded August 24, 1937, in Volume 111, Page 399, Deed Records of Klamath County, Oregon; thence North along West line of last described tract, a distance of 275 feet, more or less, to a point of intersection with the Westerly right of way line of Spur tract described as Parcel 2 in Deed to Richfield Oil Corporation, recorded June 24, 1941 in Volume 139 at Page 63, Deed Records of Klamath County, Oregon; thence Southeasterly along a 11 degree 30' curve to the left a distance of 52.5 feet, more or less, to its intersection with the South line, extended Westerly, of aforementioned tract conveyed to Signal Oil Company by Deed recorded in Volume 194 at Page 435; thence East along the South line and South line extended of last mentioned Parcel a distance of 139.6 feet, more or less, to the point of beginning.

LESS AND EXCEPTING a 17 foot strip deeded to Richfield Oil Company for a spur tract by Deed recorded in Volume 139 at Page 63, Deed Records of Klamath County, Oregon.



ALSO all that portion of Lot 70, ENTERPRISE TRACTS, in the County of Klamath, State of Oregon, described as follows:

Beginning at a point in the South line of Sixth Street at its intersection with a North and South line 390.0 feet West of the East line of Lot 70; thence South 706.5 feet; thence West 17.5 feet; thence North along a North and South line 407.5 feet West of the East line of Lot 70 a distance of 718.43 feet to the intersection of said line with the South line of Sixth Street; thence Southeast along said street line 21.2 feet to the point of beginning.

LESS AND EXCEPTING that portion conveyed to State of Oregon, by and through its State Highway Commission by Warranty Deed recorded March 28, 1942 in Volume 146 at Page 260, Deed Records of Klamath County, Oregon


PARCEL 2:

All that portion of Tracts 69 and 70, ENTERPRISE TRACTS, in the County of Klamath, State of Oregon, described as follows:

A strip of land 390 feet wide, East and West, bounded on the North by the Dallas-California Highway, on the South by the Northerly line of Oregon, California and Eastern Railway, on the East by the East line of Tracts 69 and 70 of Enterprise Tracts, and on the West by a line drawn parallel to and distant 390 feet West from the East boundary above described.

LESS AND EXCEPTING that portion conveyed to State of Oregon, by and through its State Highway Commission by Warranty Deed recorded August 7, 1943 in Volume 157 at Page 360, Deed Records of Klamath County, Oregon.

CODE 1 MAP 3909-4AA TL 6000
CODE 1 MAP 3909-4AA TL 6400



THE BANK OF CALIFORNIA

ACKNOWLEDGEMENT COPY

UCC-1 FINANCING STATEMENT
EXHIBIT A

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"Rights to Payment means all Debtor's instruments, contract rights, documents, chattel paper and all other rights to payment other than the Accounts, including without limitation all rights to payment under any commercial or standby letter of credit."

"Records means all Debtor's computer programs, software, hardware, source codes and data processing information, all written documents, books, invoices, ledger sheets, financial information and statements, and all other writings concerning Debtor's business."

"Collateral further means all Debtor's inventory, including raw materials, work in process, finished goods and goods held for sale or lease or furnished under contracts of service, and all returned and repossessed goods, and all goods covered by documents of title, including warehouse receipts, bills of lading and all other documents of every type covering all or any part of the Collateral."

"Collateral" is defined as all of Debtor's equipment now owned or hereafter acquired, including, but not limited to machinery, machine parts, furniture, furnishings, and all tangible personal property used in the business of the Debtor, including without limitation the following items: all office fixtures, computer equipment and all such property which is or is to become fixtures on real property, and all improvements, replacements, accessions, and additions thereto, wherever located, and all proceeds thereof arising from the sale, lease, rental, or other use or disposition of any such property, including all rights to payment with respect to insurance or condemnation, returned premiums, or any cause of action relating to any of the foregoing. "Collateral" includes, but is not limited to, all the foregoing that may now or at any time hereafter constitute fixtures or be located or installed at the real property as described in Schedule 1 attached, and all improvements, replacements, accessions, and additions thereto, wherever located, and all proceeds thereof arising from the sale, lease, rental, or other use or disposition of any such property, including all rights to payment with respect to insurance or condemnation, returned premiums, or any cause of action relating to any of the foregoing. A copy of this Financing Statement will be filed in the real estate records. The name of the record owner of the above property is Steiner Klamath Investors, Inc..

DEBTOR

Supply One, Inc., a Nevada corporation

By: NCB

Title: Sec / Pres Cfu

THE BANK OF CALIFORNIA


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CODE 1 MAP 3909-4AA TL 6000
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STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of The Bank of California the 3rd day
of April A.D., 1996 at 9:26 o'clock A.M., and duly recorded in Vol. M96
of Mortgages on Page 9321

Bernetha G. Letsch, County Clerk

By [Signature]

FEE \$35.00