

STATE OF OREGON

UNIFORM COMMERCIAL CODE

FINANCING STATEMENT

REAL PROPERTY - Form UCC-1A

THIS FORM FOR COUNTY FILING OFFICER USE ONLY

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

1A. Debtor Name(s): TRAUGHER OIL CO.	2A. Secured Party Name(s): General Electric Capital Business Asset Funding Corporation	4A. Assignee of Secured Party (if any): 2B. Address of Secured Party from which security information is obtainable: C-97550 Bellevue, WA 98009
1B. Debtor Mailing Address(es): 1435 NE 4th Street, Bldg. A Bend, Oregon 97701	4B. Address of Assignee:	

3. This financing statement covers the following types (or items) of property (check if applicable):

The goods are to become fixtures on: _____ 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:

<input checked="" type="checkbox"/> Check box if products of collateral are also covered	Number of attached additional sheets: _____
Debtor hereby authorizes the Secured Party to record a carbon, photographic or other reproduction of this form, financing statement or security agreement as a financing statement under ORS Chapter 79. Signature of the debtor required in most cases. Signature(s) of Secured Party in cases covered by ORS 79.4020	
By: <u>Jol H. Mow</u> <u>pres.</u> _____ Required signature(s)	

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 \$10.00 first page, \$5.00 each additional 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: <u>Angelina Yokoyama</u>
Recording Party telephone number: <u>800-451-5505</u>
Return to: (name and address) General Electric Capital Business Asset Funding Corporation 10900 NE 4th Street, Suite 500 Bellevue, Washington 98004 Attn: Franchise Finance Dept.
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(es) or Assignee(s)

SCHEDULE A**Loan No. 001-0005428-001****TO BE FILED IN THE REAL PROPERTY RECORDS
OF KLAMATH COUNTY, OREGON****FINANCING STATEMENT**

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

1. The name and address of the debtor ("Debtor") is:

TRAUGHER OIL CO.
1435 NE 4th Street, Building A
Bend, Oregon 97701

2. The name and address of secured party ("Secured Party") is:

**GENERAL ELECTRIC CAPITAL BUSINESS
ASSET FUNDING CORPORATION**
C-97550
Bellevue, Washington 98009

3. This Financing Statement covers the following types of collateral ("Collateral"):

- a. all buildings, structures, improvements, parking areas, landscaping, equipment, furniture, fixtures, inventory, replacements, substitutions, additions, parts, accessories and articles of property now or hereafter erected on, attached to, or used or adapted for use in the operation of the real property described on Exhibit A attached hereto (the "Premises"); including but without being limited to, all heating, air conditioning and incinerating apparatus and equipment; all boilers, engines, motors, dynamos, generating equipment, piping and plumbing fixtures, water heaters, ranges, cooking apparatus and mechanical kitchen equipment, refrigerators, freezers, cooling, ventilating, sprinkling and vacuum cleaning systems, fire extinguishing apparatus, gas and electric fixtures, carpeting, floor coverings, underpadding, elevators, escalators, partitions, mantels, built-in mirrors, window shades, blinds, draperies, screens, storm sash, awnings, signs, coffee and espresso machines and accessories, furnishings of public spaces, halls and lobbies, and shrubbery and plants, office and computer equipment, registers, retractable hose reels, safety equipment, storage accessories, air tools, gasoline/petroleum storage tanks, gasoline pumps, car wash equipment, lube shop equipment, lights, shop tools, display cases, counters, ovens, warmers, refrigerators, freezers, waste disposal units, dishwashers, beverage dispensers, ice cream makers, light fixtures and decor and including also all

interest of any owner of the Premises in any of such items hereafter at any time acquired under conditional sale contract, chattel mortgage or other title retaining or security instrument, all of which property mentioned in this clause (a) shall be deemed part of the realty constituting the Premises and not severable wholly or in part without material injury to the freehold of the Premises (all of the foregoing together with replacements and additions thereto are referred to herein as "Improvements"); and

b. all compensation, awards, damages, rights of action and proceeds, including interest thereon and/or the proceeds of any policies of insurance therefor, arising out of or relating to a (i) taking or damaging of the Premises or Improvements thereon by reason of any public or private improvement, condemnation proceeding (including change of grade), sale or transfer in lieu of condemnation, or fire, earthquake or other casualty, or (ii) any injury to or decrease in the value of the Premises or the Improvements for any reason whatsoever;

c. return premiums or other payments upon any insurance any time provided for the benefit of or naming Secured Party, and refunds or rebates of taxes or assessments on the Premises;

d. all the right, title and interest of Debtor in, to and under all written and oral leases and rental agreements (including extensions, renewals and subleases; all of the foregoing shall be referred to collectively herein as the "Leases") now or hereafter affecting the Premises including, without limitation, all rents, issues, profits and other revenues and income therefrom and from the renting, leasing or bailment of Improvements and equipment, all guaranties of tenants' performance under the Leases, and all rights and claims of any kind that Debtor may have against any tenant under the Leases or in connection with the termination or rejection of the Leases in a bankruptcy or insolvency proceeding; and Debtor's leasehold estate;

e. plans, specifications, contracts and agreements relating to the design or construction of the Improvements; Debtor's rights under any payment, performance, or other bond in connection with the design or construction of the Improvements; all landscaping and construction materials, supplies, and equipment used or to be used or consumed in connection with construction of the Improvements, whether stored on the Premises or at some other location; and contracts, agreements, and purchase orders with contractors, subcontractors, suppliers, and materialmen incidental to the design or construction of the Improvements;

f. all contracts, accounts, rights, claims or causes of action pertaining to or affecting the Premises or the Improvements, including, without limitation, all options or contracts to acquire other property for use in connection with operation or development of the Premises or Improvements, management contracts, service or supply contracts, deposits, bank accounts, general intangibles (including without limitation trademarks, trade names and symbols), permits, licenses, franchises and certificates, and all commitments or agreements, now or hereafter in existence, intended by the obligor thereof to provide

Debtor with proceeds to satisfy the loan evidenced hereby or improve the Premises or Improvements, and the right to receive all proceeds due under such commitments or agreements including refundable deposits and fees;

g. all books, records, surveys, reports and other documents related to the Premises, the Improvements, the Leases, or other items of collateral described herein; and

h. all additions, accessions, replacements, substitutions, proceeds (including proceeds from operations of the Premises) and products of the real and personal property, tangible and intangible, described herein.

All of the foregoing described collateral is exclusive of any furniture, furnishings or trade fixtures owned and supplied by tenants of the Premises.

4. Some of the items of Collateral are goods that are or are to become fixtures on the real property described above and this Financing Statement is to be filed for record in the real estate records. The record owner of the real property described herein is Barbara Dean Ensminger and Dean Brooks Warner.

DEBTOR:

TRAUGHER OIL CO.,
an Oregon corporation

By: John H. Moss
Print: John H. Moss
Its: President

Date: January 11, 2000

After Recording, Return To:

General Electric Capital Business
Asset Funding Corporation
Franchise Finance Department
10900 N.E. 4th Street, Suite 500
Bellevue, Washington 98004
Attn: Angelina Yokoyama

Exhibit "A"

Legal Description

The Leasehold Interest created pursuant to that certain Ground Lease Agreement dated November 27, 1988, executed by and between Barbara Dean Ensminger and Dean Brooks Warner, as Lessor, and James R. Titus and Frieda J. Titus, as lessee, filed of record in the records of Klamath County, Oregon, which Lease has been assigned by lessee, to Traughber Oil Co., as evidenced by that certain unrecorded Assignment and Modification of Ground Lease and Consent to Assignment dated January 1, 2000, and covering certain real property more particularly described as follows:

Lots 2, 3, 4 and the N 1/2 of Lot 5 in Block 207 of MILLS ADDITION, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

State of Oregon, County of Klamath
Recorded 1/12/00, at 3:51 p.m.
In Vol. M00 Page 1181
Linda Smith,
County Clerk Fee\$ 41.00