

UCC-1

STATE OF OREGON  
Corporation Division - UCC  
255 Capitol Street NE, Suite 151  
Salem, OR 97310-1327  
(503) 986-2200 Facsimile (503) 373-1166  
<http://www.sos.state.or.us/corporation/corphp.htm>

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## STATE FINANCING STATEMENT STANDARD FORM

PLEASE TYPE OR PRINT LEGIBLY. READ INSTRUCTIONS BEFORE FILLING OUT FORM.

This Financing Statement is presented to filing officer pursuant to the Uniform Commercial Code. This financing statement remains effective for a period of five years from the date of filing, unless extended for additional periods as provided for by ORS Chapter 79. A carbon, photographic, or other reproduction of this form, financing statement, or security agreement may be filed as a financing statement under ORS Chapter 79.

## A. DEBTOR NAME(S) (If individual, list last name first.)

1. Deyco, Inc.2. Wrayco, Inc.

3. \_\_\_\_\_

## DEBTOR MAILING ADDRESS:

2833 Washburn Way  
Klamath Falls, OR 97603

## B. SECURED PARTY(IES) NAME AND ADDRESS

Falcon Financial, LLC  
2015 West Main Street  
Stamford, CT 06902

06-1484806

Contact Name: David Karp Phone No.: 203-967-0000

## C. ASSIGNEE(S) NAME AND ADDRESS (If any)

ABN AMRO BANK N.V.  
135 South LaSalle Street, Suite 725  
Chicago, IL 60674

Contact Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_

## D. DEBTOR SIGNATURE(S) REQUIRED

By: Deyco, Inc. By: PRESIDENT  
By: Wrayco, Inc. By: PRESIDENT

E. DEBTOR SIGNATURE(S) NOT REQUIRED. If applicable, check the appropriate box below to file without debtor signature(s). This statement is filed without the debtor signature(s) to perfect a security interest in collateral. **Secured Party must sign**, when debtor signature(s) is not required. See instructions for further information.

- ☐ Collateral already subject to a security interest in another jurisdiction.  
☐ Which is proceeds of the described original collateral which was perfected.  
☐ Collateral as to which the filing has lapsed.  
☐ Collateral acquired after a change of name, identity, or corporate structure of debtor.

By: \_\_\_\_\_ By: \_\_\_\_\_  
Secured Party Signature Secured Party Signature

## F. DESCRIBE THE COLLATERAL (ORS 79.4020).

☐ PRODUCTS of collateral are also covered.

See Rider attached hereto and made a part hereof.

Klamath County-Fixture

A93943

RETURN ACKNOWLEDGMENT LETTER TO: (Include name, address, and identifier for the debtor listed above. Limit the identifier to eight characters. REFER TO INSTRUCTION, NUMBER 5.) Please do not type or print outside of bracketed area.

F  
2  
S  
A

## Please Return to:

Intercounty Clearance Corporation  
111 Washington Avenue  
Albany, NY 12210



869992

30129

## FEES

Make check for \$10.00 payable  
to "Corporation Division."

NOTE: Filing fees may be paid with VISA or MasterCard.  
The card number and expiration date should be submitted  
on a separate sheet of paper for your protection.

DO NOT SUBMIT DUPLICATES OF THIS FILING AND/OR ATTACHMENTS.

## RIDER TO UCC-1 FINANCING STATEMENT

Name and address of Debtor: Deyco, Inc.  
2833 Washburn Way  
Klamath Falls, Oregon 97603

Taxpayer Identification Number  
of Debtor: 93-1287679

Name and address of Debtor: Wrayco, Inc.  
2833 Washburn Way  
Klamath Falls, Oregon 97603

Taxpayer Identification Number  
of Debtor: 93-1079438

Name and address of Secured Party: Falcon Financial, LLC  
2015 West Main Street  
Stamford, CT 06902

Taxpayer Identification Number  
of Secured Party: 06-1484806

Business: The business operated under the  
following trade name at the following  
address:

Trade Name Address (See Exhibit A for more specific  
description)

Harvest Ford Lincoln Mercury 2833 and 2977 Washburn Way  
Klamath Falls, Oregon

The Collateral covered by this Financing Statement includes:

(a) All estate, right, title and interest of the Debtor in, to, under or derived from all machinery, equipment, fixtures and accessions thereof and renewals, replacements thereof and substitutions therefor and other tangible property of every kind and nature whatsoever owned or acquired by the Debtor, or in which the Debtor has or shall have an interest, now or hereafter located upon the real property described on Exhibit A (the "Real

Property") or in the above described business (the "Business"), or appurtenant thereto, or usable exclusively in connection with the present or future operation and occupancy of the Business (hereinafter collectively called the "Equipment");

(b) All estate, right, title and interest of the Debtor in, to, under or derived from all contract rights, chattel paper, instruments, general intangibles, computer hardware, software and intellectual property, Accounts, guaranties and warranties, letters of credit, and documents, in each case relating to the Business or to the present or future operation or occupancy of the Business, and all plans, specifications, maps, surveys, studies, books of account, records, files, insurance policies, guarantees and warranties, all relating to the Real Property and the Business or to the present or future operation or occupancy of the Real Property and the Business, all architectural, engineering, construction and management contracts, all supply and service contracts for water, sanitary and storm sewer, drainage, electricity, steam, gas, telephone and other utilities relating to the Real Property and the Business and all other agreements affecting or relating to the use, enjoyment or occupancy of the Business but in each case excluding all Excluded Collateral (as defined below);

(c) All estate, right, title and interest of the Debtor in, to, under or derived from all licenses, authorizations, certificates, variances, consents, approvals and other permits now or hereafter pertaining to the Real Property and the Business and all estate, right, title and interest of the Debtor in, to, under or derived from all tradenames or business names relating to the Business or the present or future operation or occupancy of the Business, but excluding all Excluded Collateral (hereafter defined);

(d) All estate, right, title and interest of the Debtor in, to, under or derived from all amounts deposited with the Secured Party, including all insurance proceeds and awards and including all notes, certificates of deposit, instruments, securities and other investments relating thereto and all interest, dividends and other income thereon, proceeds thereof and rights relating thereto;

(e) All estate, right, title and interest of the Debtor in, to, under or derived from all proceeds of any sale, transfer, taking by condemnation (or any proceeding or purchase in lieu thereof), financing, refinancing or a conversion into cash or liquidated claims, whether voluntary or involuntary, of any of the Real Property or the Business, including all insurance proceeds and awards and title insurance proceeds under any title insurance policy now or hereafter held by the Debtor, and all rights, dividends and other claims of any kind whatsoever (including damage, secured, unsecured, priority and bankruptcy claims) now or hereafter relating to the Real Property, the Business, or any other collateral all of which the Debtor hereby irrevocably directs be paid to the Secured Party to the extent provided hereunder, to be held, applied and disbursed as provided in the Loan Documents;

(f) All estate, right, title and interest of the Debtor as seller in, to or under any agreement, contract, understanding or arrangement pursuant to which the Debtor has obtained the agreement of any person to purchase any of the Real Property, the Business, or the Collateral (as defined below) or any interest therein and all income, profits, benefits, avails, advantages and claims against guarantors under any thereof;

(g) All inventory, excluding motor vehicles, held or maintained at the Business, or otherwise used in the ownership or operation of the Business, together with all additions and accessions thereto, replacements therefor, products thereof and documents therefor (collectively, the "Inventory");

(h) All income and proceeds of any and all of the above items (a) through (g). All such items (a) through (h) being sometimes referred to as the "Collateral".

Notwithstanding the foregoing provisions, the grant of a security interest hereunder shall **NOT** extend to, and the term "Collateral" shall not include, any general intangibles which are now or hereafter held by the Debtor as licensee, franchisee or otherwise, to the extent that (i) such general intangibles are not assignable or capable of being encumbered as a matter of law or under the terms of the license, franchise agreement or other agreement applicable thereto (but solely to the extent that any such restriction shall be enforceable under applicable law), without the consent of the licensor or franchisor thereof or other applicable party thereto and (ii) such consent has not been obtained ("Excluded Collateral"); *provided, however*, that the foregoing grant of security interest shall extend to, and the term Collateral shall include, (A) any and all proceeds of such general intangibles to the extent that the assignment or encumbering of such proceeds is not so restricted and (B) upon any such licensor, franchisor or other applicable party's consent with respect to any such otherwise excluded general intangibles being obtained, thereafter such general intangibles as well as any and all proceeds thereof that might theretofore have been excluded from such grant of a security interest and the term "Collateral."

91396

## EXHIBIT A

PARCEL 1: Lot Four (4) in Block Five (5) of Tract 1080 WASHBURN PARK, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

(Code 039, Account No. 3909-003CC-00300, Key No. 527362)

PARCEL 2: A part of the South Half, Southwest Quarter, Southwest Quarter Southwest Quarter of Section 3, Township 39 South, Range 9 East of the Willamette Meridian described as follows: Beginning on the north line of said fractional subdivision 60.0 feet West from the northeast corner thereof; thence West on the north line thereof 550.0 feet to the east right of way line of Washburn Way; thence South on said right of way line 300.0 feet to the north right of way line of Hilyard Avenue; thence East on said right of way line 550.0 feet to the point due south from the point of beginning; thence North 300.0 feet to the point of beginning. EXCEPTING THEREFROM that portion conveyed to the Oregon State Highway Commission by instrument recorded January 17, 1966 in Volume 66, at page 489. ALSO EXCEPTING THEREFROM that portion conveyed to the State of Oregon, by and through its Department of Transportation by instrument recorded January 23, 1997 in Volume M97, page 2009 Microfilm Records of Klamath County, Oregon.

(Code 039, Account No. 3909-003CC-00400, Key No. 527371)

State of Oregon, County of Klamath  
Recorded 3/21/00, at 8:10 a.m.  
In Vol. M00 Page 9172  
Linda Smith,  
County Clerk Fee \$ 46.00