

2001 FEB 20 PM 12: 42

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>

THIS SPACE FOR OFFICE USE ONLY

Vol MQ1 Page 6575

STATE FINANCING STATEMENT STANDARD FORM

Klamath
County-OREGON

PLEASE TYPE OR WRITE 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. GREYHOUND LINES, INC.
2. _____
3. _____

DEBTOR MAILING ADDRESS:

15110 North Dallas Parkway, Suite 600
DALLAS, TX 75248

B. SECURED PARTY(IES) NAME AND ADDRESS

FOOTHILL CAPITAL CORPORATION, as Agent
2450 Colorado Boulevard, Suite 3000 West
SANTA MONICA, CA 90404

Contact Name: _____ Phone No.: _____

C. ASSIGNEE(S) NAME AND ADDRESS (if any)

Contact Name: _____ Phone No.: _____

D. DEBTOR SIGNATURE(S) REQUIRED:

By: GREYHOUND LINES, INC. By: _____
By: [Signature] By: JEFF S. BYNDERS
SR VP/CEO

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 subject 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.

FOOTHILL CAPITAL CORPORATION,

By: _____ By: _____
Secured Party signature Secured Party signature

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.

Return acknowledgment to:
ER 2400
★
Capitol Services, Inc.
P.O. Box 1831 Austin TX 78767
800/345-4647

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 OR IT'S ATTACHMENTS

DEBTOR: GREYHOUND LINES, INC.

SECURED PARTY: FOOTHILL CAPITAL CORPORATION, as Agent

All of Debtors estate, right, title and interest in, to and under any and all of the property located in the City of Klamath, County of Klamath, State of Oregon, and more particularly described in Exhibit "B" attached hereto and made a part hereof, including all easements, rights, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining (including without limitation all minerals and quarries thereon or therein, all mining claims thereunto appertaining, all oil, gas and mineral rights and all royalties of every kind and nature), and all of the estate, right, title, interest, claim, demand, reversion or remainder whatsoever of Debtor therein or thereto, either at law or in equity, in possession or expectancy, now or hereafter acquired, including, without limitation, all and singular the ways, waters, water courses, water rights and powers, liberties, privileges, sewers, pipes, conduits, wires and other facilities furnishing utility or other services to the property (collectively, the "Land");

Together with all of the right, title and interest of Debtor in and to all buildings, structures and improvements now or hereafter erected on the Land including all plant equipment, apparatus, machinery and fixtures of every kind and nature whatsoever now or hereafter located on or forming part of said buildings, structures and improvements (collectively, the "Improvements"; the Land and Improvements being hereinafter collectively referred to as the "Premises");

Together with all of the right, title and interest of Debtor in and to the land lying in the bed of any street, road, highway or avenue in front of or adjoining the Premises;

Together with any and all right, title and interest of Debtor in and to any award and awards heretofore made or hereafter to be made by any governmental authorities to the present and all subsequent owners of the Premises which may be made with respect to the Premises as a result of the return of excess taxes paid on the Mortgaged Property, the exercise of the right of eminent domain, the alteration of the grade of any street or any other injury to or decrease of value of the Premises;

Together with all right, title and interest of Debtor in and to any goods, equipment, machinery, furniture, furnishings, fixtures, appliances, inventory, building materials, chattels and articles of personal property (other than personal property which is or at any time has become Hazardous Materials), including any interest therein, now or at any time hereafter affixed to, attached to, or used in any way in connection with or to be incorporated at any time into the Premises, or placed on any part thereof whether or not attached or incorporated to the premises thereto, together with any and all replacements thereof, appertaining and adapted to the complete and compatible use, enjoyment, occupancy, operation or improvement of the Premises (collectively, the "Chattels");

DEBTOR: GREYHOUND LINES, INC.

SECURED PARTY: FOOTHILL CAPITAL CORPORATION, as Agent

Together with all right, title and interest of Debtor in and to any leases of the Premises or the Chattels or any part thereof now or hereafter entered into and all right, title and interest of Debtor thereunder, including, without limitation, cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder (whether such cash or securities are to be held until the expiration of the terms of such leases or applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms) and all rights to all insurance proceeds and unearned premiums arising from or relating to the Premises and all other rights and easements of Debtor now or hereafter existing pertaining to the use and enjoyment of the Premises and all right, title and interest of Debtor in and to all declarations of covenants, conditions and restrictions as may affect or otherwise relate to the Premises;

Together with all right, title and interest of Debtor in and to any sales agreements, deposit receipts, escrow agreements and other ancillary documents and agreements entered into with respect to the sale to any purchasers of any part of the Premises, and all deposits and other proceeds thereof;

Together with all right, title and interest of Debtor in and to any permits, plans, licenses, specifications, subdivision rights, tentative tract maps, final tract maps, security interests, contracts, contract rights or other rights as may affect or otherwise relate to the Premises;

Together with all right, title and interest of Debtor in and to any rights of Debtor in or to any fund, program or trust monies and any reimbursement therefrom directly or indirectly established, maintained or administered by any governmental authority or any other individual or entity which is designed to or has the effect of providing funds (whether directly or indirectly or as reimbursement) for the repair or replacement of storage tanks (whether above or below ground) located on the Premises or the remediation or cleanup of any spill, leakage or contamination from any such tank or resulting from the ownership, use or maintenance of any such tank or to compensate third parties for any personal injury or property damage; and

Together with all right, title and interest of Debtor in and to any rents, issues, profits, revenues, income and other benefits to which Debtor may now or hereafter be entitled from the Premises or the Chattels (which Premises, titles, interests, awards, Chattels, easements, rents, income, benefits, ways, waters, rights, powers, liberties, privileges, utilities, tenements, hereditaments, appurtenances, reversions, remainders, rents, issues, profits, estate, property, possession, claims and demands, are hereinafter collectively referred to as the "Mortgaged Property");).

DEBTOR: GREYHOUND LINES, INC.

SECURED PARTY: FOOTHILL CAPITAL CORPORATION, as Agent

The above goods may be or may become fixtures on the property located in the City of Klamath, County of Klamath, State of Oregon, described as: See Exhibit "B" attached hereto, and commonly known as 1200 Klamath Avenue, Klamath Falls, Oregon. The name of the record owner is Greyhound Lines, Inc.

The execution and/or filing hereof does not imply that the described goods are or are to become fixtures. The filing hereof is intended merely to protect the parties hereto from unwarranted assertions by third parties and that the goods are other than personal property.

Legal Description of Property

DEBTOR: GREYHOUND LINES, INC.

SECURED PARTY: FOOTHILL CAPITAL CORPORATION, as Agent

PROPERTY: 1200 Klamath Avenue, Klamath Falls, Oregon 97601

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 52E51' West along the Southeasterly line of Klamath Avenue, a distance of 10.0 feet; thence South 63E342' 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
Recorded 02/20/01, at 12:42p. m.
In Vol. M01 Page 6575
Linda Smith,
County Clerk Fee\$ 41⁰⁰