

2009-007975

Klamath County, Oregon



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06/09/2009 10:40:56 AM

Fee: \$41.00

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Barbara S. DiRienzo (202) 625-3845	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) KATTEN MUCHIN ROSENMAN LLP 2900 K STREET, NW SUITE 200 WASHINGTON, DC 20007-5118 ATTN: GINGER A. DAVIS, ESQ.	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME Deyco, Inc.						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 2833 Washburn Way			CITY Klamath Falls	STATE OR	POSTAL CODE 97603	COUNTRY USA
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION Oregon	1g. ORGANIZATIONAL ID #, if any 716652-86 <input type="checkbox"/> NONE		

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME NHF Automobiles, LLC						
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS 2833 Washburn Way			CITY Klamath Falls,	STATE OR	POSTAL CODE 97603	COUNTRY USA
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION LLC	2f. JURISDICTION OF ORGANIZATION Oregon	2g. ORGANIZATIONAL ID #, if any 517209-94 <input type="checkbox"/> NONE		

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME HSBC Bank USA, as Indenture Trustee for the Registered Holders of Falcon Franchise Loan Trust 2000-1						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS iSTAR FINANCIAL, 1114 AVE OF THE AMERICAS, FL 39			CITY NEW YORK	STATE NY	POSTAL CODE 10036	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

SEE RIDER COLLATERAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

5. ALTERNATIVE DESIGNATION [if applicable]:	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [optional]		All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2 <input type="checkbox"/>			
8. OPTIONAL FILER REFERENCE DATA						

FILE WITH KLAMATH COUNTY, OR (208972-01005)

RIDER TO UCC-1 FINANCING STATEMENT

Name and address of Debtor:

Deyco, Inc.
2833 Washburn Way
Klamath Falls, Oregon 97603

Name and address of Additional Debtor:

NHF Automobiles, LLC
2833 Washburn Way
Klamath Falls, Oregon 97603

Name of Secured Party:

HSBC Bank USA, as Indenture Trustee for the
Registered Holders of Falcon Franchise Loan
Trust 2000-1

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."

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)