



UCC

LIEN NO. 93901805

PETROLUXE HOLDINGS L

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional)

B. E-MAIL CONTACT AT SUBMITTER (optional)

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

CSC
1127 Broadway St NE
Suite 310
Salem, OR 97301

FACT INFORMATION

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtors name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME
PETROLUXE MANAGEMENT LLC, a Delaware limited liability company

OR

| | | | |
|--------------------------|---------------------|-------------------------------|--------|
| 1b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
| | | | |

1c. MAILING ADDRESS

| | | | | |
|------------------------|--------------------------|--------------------|-----------------------------|-----------------------|
| 2045 SW Ek Road | CITY West Linn | STATE OR | POSTAL CODE 97068 | COUNTRY USA |
|------------------------|--------------------------|--------------------|-----------------------------|-----------------------|

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

| | | | |
|--------------------------|---------------------|-------------------------------|--------|
| 2b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
| | | | |

2c. MAILING ADDRESS

| | | | | |
|--|------|-------|-------------|-----------------------|
| | CITY | STATE | POSTAL CODE | COUNTRY USA |
|--|------|-------|-------------|-----------------------|

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME
FIRST CREDIT BANK

OR

| | | | |
|--------------------------|---------------------|-------------------------------|--------|
| 3b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |
| | | | |

3c. MAILING ADDRESS

| | | | | |
|------------------------------|-------------------------------|--------------------|-----------------------------|-----------------------|
| 9255 SUNSET BOULEVARD | CITY WEST HOLLYWOOD | STATE CA | POSTAL CODE 90069 | COUNTRY USA |
|------------------------------|-------------------------------|--------------------|-----------------------------|-----------------------|

4. COLLATERAL: This financing statement covers the following collateral:

ALL OF DEBTOR'S PERSONAL PROPERTY ASSETS AS FULLY DESCRIBED ON THE PERSONAL PROPERTY SCHEDULE ATTACHED HERETO AS EXHIBIT "B", WHETHER ANY OF THE FOREGOING IS OWNED NOW OR ACQUIRED LATER; ALL ACCESSIONS, ADDITIONS, REPLACEMENTS, AND SUBSTITUTIONS RELATING TO ANY OF THE FOREGOING; ALL RECORDS OF ANY KIND RELATING TO ANY OF THE FOREGOING; ALL PROCEEDS RELATING TO ANY OF THE FOREGOING (INCLUDING INSURANCE, GENERAL INTANGIBLES AND ACCOUNTS PROCEEDS), INCLUDING WITHOUT LIMITATION ALL BUILDING MATERIALS AND EQUIPMENT LOCATED ON, IN OR AROUND OR RELATED TO DEBTOR'S BUSINESS CONDUCTED ON REAL PROPERTY COMMONLY KNOWN AS 515 CAMPBELL STREET, BAKER CITY, OR 97814 AND LEGALLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box: Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box: Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

| | |
|--|--------|
| 9a. ORGANIZATION'S NAME PETROLUXE MANAGEMENT LLC, a Delaware limited liability | |
| OR | |
| 9b. INDIVIDUAL'S SURNAME | |
| FIRST PERSONAL NAME | |
| ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

| | | | | |
|--|------|-------|-------------|---------|
| 10a. ORGANIZATION'S NAME | | | | |
| OR | | | | |
| 10b. INDIVIDUAL'S SURNAME | | | | |
| INDIVIDUAL'S FIRST PERSONAL NAME | | | | |
| INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) | | | | SUFFIX |
| 10c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY |

11. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

| | | | | |
|---------------------------|---------------------|-------------------------------|-------------|---------|
| 11a. ORGANIZATION'S NAME | | | | |
| OR | | | | |
| 11b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX | |
| 11c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY |

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

covers timber to be cut covers as-extracted collateral is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 18 (if Debtor does not have a record interest):

16. Description of real estate:

17. MISCELLANEOUS:

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EXHIBIT "A"
LEGAL DESCRIPTION

That portion of Blocks 19, 21, 22, 23, 24, 29 and 30 of HOT SPRINGS ADDITION TO BAKER CITY Baker City, and a portion of Block 13 of HASKELL'S ADDITION TO BAKER CITY, including portions of certain streets, alleys and areas designated as "Park Reserved", as vacated by Ordinance No. 1939, being a portion of Section 16, Township 9 South, Range 40 East of the Willamette Meridian, situated in Baker City, Baker County, State of Oregon, more particularly described as follows:

Commencing at the monumented intersection of Birch Street and Baker Street;
Thence along the centerline of said Birch Street, North 01°54'32" West, 129.99 Feet;
Thence North 88°46'18" East, 30.00 Feet to the East margin of said Birch Street and the point of beginning;
Thence along said East margin, North 01°54'32" West, 280.97 Feet;
Thence North 88°46'56" East, 212.00 Feet;
Thence North 37°01'12" East, 31.83 Feet;
Thence North 01°54'32" West, 290.70 Feet to the South margin of Campbell Street, being a point on a non-tangent curve, the radius of which bears North 10°15'52" West;
Thence the next three courses along said South margin,
Easterly along the arc of a curve concave to the North, having a radius of 766.20 Feet, through a central angle of 14°03'20", and an arc length of 187.96 Feet, having a chord which bears North 72°42'28" East, 187.49 Feet;
Thence North 68°34'51" East, 210.36 Feet;
Thence North 57°40'48" East, 100.95 Feet to the West margin of Interstate 84;
Thence along said West margin South 08°28'02" East, 538.29 Feet;
Thence along said West margin South 10°56'32" East, 141.36 Feet;
Thence South 88°46'43" West, 85.82 Feet;
Thence North 01°54'32" West, 49.95 Feet;
Thence South 88°46'56" West, 12.00 Feet;
Thence South 01°54'32" East, 49.95 Feet;
Thence South 88°46'43" West, 130.00 Feet;
Thence North 01°54'32" West, 49.96 Feet;
Thence South 88°46'56" West, 342.01 Feet;
Thence South 01°54'32" East, 249.88 Feet to the North margin of Baker Street;
Thence along said North margin South 88°45'53" West, 135.77 Feet;
Thence North 02°15'40" West, 99.98 Feet;
Thence South 88°46'18" West, 75.62 Feet to the true point of beginning.

Debtor: PETROLUXE MANAGEMENT LLC, a Delaware limited liability company

PERSONAL PROPERTY SCHEDULE

All of Debtor's (or Trustor's or Grantor's, as applicable) right, title, and interest in and to any and all of the present and future property, items, and interests described below, now owned or hereafter acquired by Trustor and/or Debtor and now or hereafter attached to, situated in, on, or about, used in or about, or arising in connection with the Land (herein so called) more particularly described on Exhibit A attached hereto (whether fee or leasehold) or in the Financing Statement to which this List of Collateral is attached and the Improvements (herein so called) thereon (the Land and Improvements are hereinafter sometimes referred to as the "Real Property");

- (i) All fixtures, building materials, machinery, equipment, furniture, furnishings, inventory, and personal property, and all renewals, replacements and substitutions thereof and additions thereto (all property described or referred to in this subsection (i) being hereinafter sometimes called the "Personal Property");
- (ii) All portions of the Personal Property which are either fixtures or personal property, tangible or intangible;
- (iii) All revenues, receipts, income, accounts, accounts receivable, general intangibles, payment intangibles, cash proceeds, and other receivables arising under, out of, in connection with or related to the Real Property and including, without limitation, revenues, receipts, income, receivables and accounts relating to or arising from rentals, rent equivalent income; all liquidated damages following defaults under any lease; all proceeds payable under any policy of insurance covering loss of rents, issues, profits, royalties, bonuses, revenue, receipts, income, accounts, accounts receivable and other receivables, and other benefits; and any and all other rights which Trustor and/or Debtor may have against any lessee or against any other person under or in connection with any lease;
- (iv) All building materials and equipment, machinery, and other items of personal property of any kind or character now or hereafter related to, situated upon or used, or acquired for use, upon or in connection with any part of the Real Property;
- (v) All accounts, deposit accounts, cash proceeds, noncash proceeds, inventory, instruments, chattel paper, documents, goods, consumer goods, insurance proceeds, leases, letter of credit rights, contract rights, general intangibles, payment intangibles, now, or hereafter related to, any of the Real Property and the Personal Property, including, without limitation, the following:
 - (A) All contracts now or hereafter entered into by and between Trustor and/or Debtor, as owner, and any contractor, or any other party, as well as all right, title, and interest of Trustor and/or Debtor in, to, and under any subcontracts, providing for the construction (original, restorative or otherwise) of any of the Improvements, and of any other buildings, structures, or improvements to or on the Real Property (or any part thereof), or the furnishing of any materials, supplies, equipment, or labor in connection with any such construction;
 - (B) All of the plans, specifications, and drawings (including, without limitation, plot plans, foundation plans, utility facilities plans, floor plans, elevations plans, framing plans, cross-sections of walls plans, mechanical plans, electrical plans, architectural and engineering plans and specifications, and architectural and engineering studies and analyses) heretofore or hereafter prepared by any architect or engineer with respect to any of the Real Property;
 - (C) All agreements now or hereafter entered into with any party with respect to architectural, engineering, management, brokerage, promotional, marketing, or consulting services rendered or to be rendered, with respect to the planning, design, inspection, or supervision of the construction, development, management, marketing, promotion, leasing, operation, or sale of any of the Real Property;

Debtor: PETROLUXE MANAGEMENT LLC, a Delaware limited liability company

- (D) To the extent assignable, all commitments (and the proceeds therefrom) issued by any lenders or investors to finance or invest in any of the Real Property and Personal property, or in Trustor and/or Debtor;
- (E) Any completion bonds, performance bonds, labor and material payment bonds, and any other bonds (and the proceeds therefrom) relating to any of the Real Property or to any contract providing for construction of any of the Improvements or any other buildings, structures, or improvements to, or on, any of the Real Property;
- (F) All rights or awards due to Trustor and/or Debtor arising out of any eminent domain proceedings for the taking or for loss of value of any of the Real Property;
- (G) All rents, issues, profits, royalties, bonuses, revenue, receipts, income, accounts, accounts receivable and other receivables, and other benefits derived from the Real Property and the Personal Property or arising from the use or enjoyment of any portion thereof or from any lease and any and all rights which Trustor and/or Debtor may have against any lessee or against any other person under or in connection with any lease; all chattel paper, general intangibles and accounts receivable owing to Debtor, Debtor's equipment, and all proceeds of the foregoing;
- (H) All of Trustor's and/or Debtor's right, title, and interest in and to trademarks, trade names, or symbols under which any of the Real Property is operated or the business of Trustor and/or Debtor at the Real Property is conducted and all agreement now or hereafter entered by Trustor and/or Debtor with respect thereto.
- (I) All revenues, receipts, income, accounts, accounts receivable, and other receivables arising out of the leasing or operation of, or the business conducted at or in relation to, any of the Real Property;
- (J) All rights to payment from any consumer credit/charge card organization or entity (such as or similar to the organizations or entities which sponsor and administer the American Express, Carte Blanche, Diner's Club, Visa, the Discover Card and Mastercard cards);
- (K) All monetary deposits which Trustor and/or Debtor has been, or may be, required to give to any public or private utility with respect to utility services furnished, or to be furnished, to the Real Property;
- (L) All contracts of sale and options relating to the disposition of any of the Real Property;
- (M) All products and proceeds arising by virtue of any transaction related to the disposition of any of the Real Property or the Personal Property;
- (N) All deposits of cash, securities, or other property which may be held, at any time and from time to time, by Trustor and/or Debtor to secure the performance by each lessee or other person or entity under any lease or other agreement (oral or written) with respect to such person's right to occupy, use or manage any of the Real Property or Personal Property;
- (O) All permits, licenses, franchises, certificates, and other rights and privileges obtained by Trustor and/or Debtor in connection with any of the Real Property or Personal Property;
- (P) The balance of every deposit account (now or hereafter existing) of Trustor and/or Debtor with Secured Party, Agent or any Lender (or any agent, affiliate, or subsidiary of Secured Party, Agent or any Lender) and any other claim of Trustor and/or Debtor against Secured Party, Agent or any Lender (now or hereafter existing) and all money, instruments, securities, documents, chattel paper, credits, demands, and any other property, rights, or interests of Trustor and/or Debtor which at any time shall come into the possession, custody, or control of Secured Party, Agent or any Lender (or any agent, affiliate, or subsidiary of Secured Party, Agent or any Lender);

Debtor: PETROLUXE MANAGEMENT LLC, a Delaware limited liability company

- (Q) All proceeds payable or to be payable under each policy of insurance relating to the Real Property and/or the Personal Property; and
- (R) All books, records, computer programs, tapes, discs, computer software and other like records and information evidencing, securing, relating to or concerning the Real Property, the Personal Property, or any of the property described in clauses (ii) through (iv) and in subclauses (A) through (Q) of this clause (v); and
- (vi) All leases, licenses, security agreements, and all other contracts and agreements governing or relating to Trustor's and/or Debtor's ownership, use, operation or sale of any of the Real Property, Personal Property or any of the property described in clauses (ii) through (v), above; and
- (vii) All payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing, to the extent not otherwise included;
- (viii) All replacements or substitutes for, all products and proceeds of, and all accessions to, any of the property described above.