



UCC

LIEN NO. 92759294

RS PETROLEUM LLC, AN

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
DATA RESEARCH INC. 8130 SW Beaverton-Hillsdale Hwy. Portland, OR 97225

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 Debtor's 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 RS PETROLEUM LLC, an Oregon limited liability company				
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS 9600 SW Capitol Hwy, Suite 200	CITY Portland	STATE OR	POSTAL CODE 97219	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 FIXTURES AND EQUIPMENT LOCATED ON, IN OR AROUND OR RELATED TO DEBTOR'S BUSINESS CONDUCTED ON REAL PROPERTY COMMONLY KNOWN AS 12075 SW CANYON ROAD, BEAVERTON, OR 97005, 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/Licensor

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

RS PETROLEUM LLC, an Oregon limited liability company

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 16 (if Debtor does not have a record interest):

16. Description of real estate:

See Exhibit "A" Attached hereto

17. MISCELLANEOUS:

EXHIBIT "A"
Legal Description

PARCEL 1: The following described real property in the City of Beaverton, County of Washington and State of Oregon:

Beginning at the intersection of the West line of the William Lockerman Donation Land Claim No. 45, in Section 15, Township 1 South, Range 1 West, of the Willamette Meridian, and the Northerly boundary of the New Canyon Road (State Highway) which point of beginning bears North 0°44' West, 993.8 feet from the Southwest corner of said Lockerman Donation Land Claim; thence North 77°08' East along the North boundary of said State Highway, a distance of 122.9 feet; thence North 31°52' West, 192.2 feet; thence North 66°04' West, 370.8 feet to the Northwest corner of that certain tract of land conveyed to Joe F. Keller and Anna Keller by Deed as recorded on Page 346 of Volume 115, Deed Records; thence South 14°57' East along the Westerly line of said Kelly Tract, a distance of 393.6 feet to the Northerly boundary of the State highway; thence North 77°08' East along said Northerly boundary, a distance of 229.7 feet to the place of beginning.

EXCEPT that tract conveyed to George S. Lewis, Jr. described as follows:

A tract of land in Section 16, Township 1 South, Range 1 West of the Willamette Meridian, in the County of Washington and State of Oregon, and more particularly described as follows:

Beginning at the intersection of the West line of the William Lockerman Donation Land Claim No. 45 in Section 15, Township 1 South, Range 1 West, of the Willamette Meridian, and the Northerly boundary of the New Canyon Road (State Highway) which point of beginning bears North 0°44' West, 993.8 feet from the Southwest corner of said Lockerman Donation Land Claim; thence North 77°08' East along the North boundary of said State Highway, a distance of 122.9 feet; thence North 31°52' West along the Westerly line of Lot 52, STEEL'S ADDITION TO BEAVERTON, a distance of 158.55 feet; thence South 77°08' West and parallel to the State Highway 131.42 feet; thence South 14°57' East and parallel to the grantors West line of, a distance of 150 feet to a point in the North line of said State Highway; thence North 77°08' East tracing the North line of said State Highway, a distance of 54.7 feet to the place of beginning.

FURTHER EXCEPTING THEREFROM the following described real property:

A portion of that tract of land in Section 15, Township 1 South, Range 1 West, of the Willamette Meridian, in the County of Washington and State of Oregon, conveyed to Union Oil Company of California by Deed recorded May 8, 1964, in Book 512, Page 439, Washington County Deed Records, more particularly described as follows:

Beginning at the Southwest corner of said Union Oil Company Tract which point is on the Northerly boundary of the New Canyon Road; thence North 77°08' East along said Northerly boundary, a distance of 25 feet; thence North 14°57' West, parallel with the Westerly line of said Union Oil Company Tract, a distance of 55 feet; thence North 77°08' East, parallel with said Northerly boundary of the New Canyon Road, a distance of 15 feet; thence North 14°57' West, parallel with said Westerly line, a distance of 70 feet; thence North 77°08' East, parallel with the said Northerly highway boundary, a distance of 135 feet to a point on the Westerly line of the tract of land conveyed to George S. Lewis, Jr. by Deed recorded April 15, 1953 in Book 343, Page 501, said Deed Records; thence North 14°57' West, a distance of 25 feet to the Northwesterly corner of said Lewis Tract; thence North 77°08' East along the North boundary of said Lewis Tract, a distance of 131.42 feet to the Northeast corner thereof, which point is the most Easterly corner of said Union Oil Company Tract; thence North 31°52' West along the Easterly line of said Union Oil Company Tract, a distance of 33.00 feet to an angle corner; thence North 66°04' West along the Northerly line of said Union Oil Company Tract, a distance of 370.8 feet to the Northwesterly corner thereof; thence South 14°57' East along the Westerly line of said Union Oil Company Tract, a distance of 393.6 feet to the point of beginning.

AND FURTHER EXCEPTING THEREFROM that portion dedicated to the public in dedication recorded September 27, 1988, as Fee No. 88-42822 and described as a parcel of land located in the Northwest one-quarter of Section 15, Township 1 South, Range 1 West, of the Willamette Meridian, in the City of Beaverton, County of

EXHIBIT "A"
Legal Description

Washington and State of Oregon, being more particularly described as follows:

Beginning at the intersection of the Westerly line of the William Lockerman Donation Land Claim No. 45, with the Northerly right-of-way of SW Canyon Road (State Highway) in Section 15, Township 1 South, Range 1 West, of the Willamette Meridian, being a point which bears North 0°44' West 993.8 feet (record) from the Southwesterly corner of said Lockerman Donation Land Claim; thence South 78°50'11" West (record, South 77°08' West) along said Northerly right-of-way line, a distance of 229.70 feet (record) to an iron pipe marking the Southwesterly corner of a tract of land conveyed to Interland Investment Corporation in Fee No. 81-016851, as Parcel 2, Washington County Deed Records, which is also the true point of beginning; thence North 13°17'19" West (record 14°57') along the Westerly line of said Interland Investment Corporation Tract, a distance of 404.71 feet, more or less, to the Northwest corner of said Interland Investment Corporation Tract; thence South 65°06'23" East (record, South 66°04' East) along the Northerly line of said Interland Investment Tract, a distance of 30.14 feet; thence following the arc of a 430 foot radius curve left through a central angle of 9°48'30" an arc distance of 73.61 feet (chord bearings South 18°12'08" East, 73.52 feet); thence South 16°18'53" East, a distance of 113.34 feet; thence South 16°17'26" East, a distance of 76.22 feet, more or less, to a re-entrant corner of said Interland Investment Corporation Tract; thence South 13°17'19" East (record, South 14°57' East) along a line parallel with the Westerly line of said Interland Investment Corporation Tract, a distance of 70.00 feet (record) to a re-entrant corner of said Interland Investment Corporation Tract; thence South 78°50'11" West (record South 77°08'00" West) along a line parallel with the said Northerly right-of-way line, a distance of 15.00 feet (record) to a re-entrant corner of said Interland Investment Corporation Tract; thence South 13°17'19" East (record, South 14°57' East) along a line parallel with the said Westerly line of said Interland Investment Tract, a distance of 55.00 feet (record) to the said Northerly right-of-way line; thence South 78°50'11" West (record South 77°08' West) along said Northerly right-of-way line, a distance of 25.00 feet (record) to the true point of beginning.

AND FURTHER EXCEPTING THEREFROM that portion dedicated to the public in dedication recorded October 14, 1988, as Fee No. 88-45877, and described as a parcel of land located in the Northwest one-quarter of Section 15, Township 1 South, Range 1 West, of the Willamette Meridian, in the City of Beaverton, County of Washington and State of Oregon, being more particularly described as follows:

Beginning at the intersection of the Westerly line of the William Lockerman Donation Land Claim No. 45, with the Northerly right-of-way of SW Canyon Road (State Highway) in Section 15, Township 1 South, Range 1 West, of the Willamette Meridian, being a point which bears North 0°44' West, 993.8 feet (record) from the Southwesterly corner of said Lockerman Donation Land Claim; thence South 78°50'11" West (record, South 77°08' West) along said Northerly right-of-way line, a distance of 229.7 feet (record) to an iron pipe marking the Southwesterly corner of a tract of land conveyed to Union Oil Company of Company of California, in Book 512, Page 439, Washington County Deed Records; thence North 78°50'11" East (record, North 77°08' East) along said Northerly right-of-way line, a distance of 25.00 feet (record) to the true point of beginning; thence North 13°17'19" West along a line parallel to the Westerly line of said tract, a distance of 55.00 feet (record); thence North 78°50'11" East along a line parallel to the said Northerly right-of-way line, a distance of 13.16 feet; thence South 14°55'09" East, a distance of 29.56 feet; thence along the arc of a 22 foot radius curve to the left through a central angle of 82°47'13" an arc distance of 31.79 feet (chord bearings South 56°18'36" East, 29.10 feet); thence South 7°42'22" East, a distance of 2.00 feet; thence North 82°17'38" East (at 90° to the last described line) a distance of 48.90 feet to the said Northerly right-of-way line; thence South 78°50'11" West (record, South 77°08' West) along said Northerly right-of-way line, a distance of 82.37 feet to the true point of beginning.

AND FURTHER EXCEPTING THEREFROM that portion dedicated to the City of Beaverton for use forever as public vehicle and pedestrian right of way by instrument recorded August 9, 2012 as Fee No. 2012-065331, Washington County Deed Records.

PARCEL 2: The following described tract of land situated in the Northwest Quarter of Section 15, Township 1 South, Range 1 West of the Willamette Meridian, City of Beaverton, Washington County, Oregon and being a

EXHIBIT "A"
Legal Description

portion of those certain tracts of land described in Dedication Deeds recorded as Fee No. 88-42822 and Fee No. 88-45877.

Commencing at a 5/8-inch iron rod with a 1-1/2-inch Aluminum Cap Stamped "City of Beaverton" in a monument Box on the Centerline of SW Lombard Street as set in Survey No. 23,169; thence along said centerline North 14°58'01" West 123.71 feet; thence at right angles to said centerline North 75°01'59" East 40.00 feet to the Northwest corner of that land in title to Union Oil Company of California as described in Deed Book 512, Page 439, Washington County Records and being the "True Point of Beginning" of the tract of land to be described; thence parallel with said centerline and along the Westerly line of said deed, South 14°58'01" East 70.00 feet; thence South 75°01'59" West 1.84 feet; thence South 14°58'01" East 29.56 feet to a point of curve as described in Public Right of Way Dedication Document No. 88-45877; thence leaving said Westerly line South 78°57'08" West 16.78 feet, (to a point that will be approximately 10.00 feet from the future curb line of SW Lombard Street to be constructed by Tri-Met as shown on drawing No. 02C30101-A, as part of Contract No. RH030241BW); thence parallel with said future curb line North 11°02'52" West 99.08 feet to an intersection with the Westerly Extension of the North line of the land as described in Deed Book 512, Page 439; thence along last said line as extended North 77°07'13" East 11.82 feet to the True Point of Beginning.

EXHIBIT "B"
PROPERTY SCHEDULE

DEBTOR: RS PETROLEUM LLC, an Oregon limited liability company

1. All buildings, structures, improvements, parking areas, landscaping, equipment, fixtures and articles of property now or hereafter erected on, attached to, or used or adapted for use in the operation of the real property or leasehold interest in the real property described in the UCC Financing Statement to which this property schedule is attached (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, lights, shop tools, display cases, counters, ovens, warmers, waste disposal units, dishwashers, beverage dispensers, ice cream makers, light fixtures, décor 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 other 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");
2. All permits and licenses, including but without limitation, liquor licenses.
3. All compensation, awards, damages, rights of action and proceeds, including interest thereon and/or the proceeds of any policies of insurance thereof or, 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;
4. 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;
5. All the right, title and interest of Grantor 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 Grantor 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;
6. Plans, specifications, contracts and agreements relating to the design or construction of the Improvements; Grantor'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;
7. All contracts, accounts, rights, claims or causes of action pertaining to or affecting the Premises of 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 Grantor 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;
8. All inventory, cash on the Premises, credit card and debit card proceeds, all books, records, surveys, reports and other documents related to the Premises, and Improvements, the Leases, or other items of collateral described herein; and
9. 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.