

**UNIFORM COMMERCIAL CODE -- FINANCING STATEMENT -- FORM UCC-1**  
 This FINANCING STATEMENT is presented for filing pursuant to the Nevada Uniform Commercial Code

NEW APN 1320-32-703-014

**IMPORTANT: Read Instructions on back before filling out form.**

1832715-40-1  
 94206 INFORMLSNG Receipt No. \_\_\_\_\_

1. DEBTOR (ONE NAME ONLY) <input checked="" type="checkbox"/> LEGAL BUSINESS NAME <input type="checkbox"/> INDIVIDUAL (LAST NAME FIRST) Pacific Gasoline		1A. SOCIAL SECURITY OR FEDERAL TAX NO. [REDACTED]-6237	
1B. MAILING ADDRESS 1479 Highway 395 North		1C. CITY, STATE GARDNERVILLE, NV	
1E. RESIDENCE ADDRESS		1D. ZIP CODE 89410	
2. ADDITIONAL DEBTOR (IF ANY) (ONE NAME ONLY) <input checked="" type="checkbox"/> LEGAL BUSINESS NAME <input type="checkbox"/> INDIVIDUAL (LAST NAME FIRST) DBA Pacific Mart		2A. SOCIAL SECURITY OR FEDERAL TAX NO. [REDACTED]-6237	
2B. MAILING ADDRESS		2C. CITY, STATE	
2E. RESIDENCE ADDRESS		2D. ZIP CODE	
		2F. CITY, STATE	
		2G. ZIP CODE	

3.  ADDITIONAL DEBTOR(S) ON ATTACHED SHEET Filed With: Nevada

4. SECURED PARTY NAME Information Leasing Corporation MAILING ADDRESS 1023 W. 8th Street CITY Cincinnati STATE OH ZIP CODE 45203		4A. SOCIAL SECURITY OR FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO. [REDACTED] 9151	
5. ASSIGNEE OF SECURED PARTY (IF ANY) NAME MAILING ADDRESS CITY STATE ZIP CODE		5A. SOCIAL SECURITY OR FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	

6. This FINANCING STATEMENT covers the following types or items of property (if crops or timber, include description of real property on which growing or to be growing and name of record owner of such real estate; if fixtures, include description of real property to which affixed or to be affixed and name of record owner of such real estate; if oil, gas or minerals, include description of real property from which to be extracted).

**EQUIPMENT IS LOCATED AT THE DEBTOR'S PLACE OF BUSINESS OR ANY OTHER LOCATIONS. THE FOLLOWING EQUIPMENT IS OWNED BY THE SECURED PARTY AND LEASED TO THE DEBTOR. REFERENCING LEASE NO. 146019900. Upgrade package includes: four Wayne 390 dispensers, Wayne console, tank gauges and monitoring, turbine pumps, manholes; (1) three compartment 20K UST. Recorded Owner: Beacon Ultramar Inc. Description: See attached legal description Equipment/Lease No: 146019900**

6A. \_\_\_\_\_ SIGNATURE OF RECORD OWNER

6B. \_\_\_\_\_ (TYPE) RECORD OWNER OF REAL PROPERTY

6C. \$ \_\_\_\_\_ MAXIMUM AMOUNT OF INDEBTEDNESS TO BE SECURED AT ANY ONE TIME (OPTIONAL)

7. Check if Applicable  A.  Proceeds of collateral are also covered

B. Products of collateral are also covered

C. Proceeds of above described original collateral in which a security interest was perfected (Debtor's Signature Not Required)

D. Collateral was brought into this State subject to security interest in another jurisdiction (Debtor's Signature Not Required)

8. Check if Applicable   DEBTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH NRS 704.205 AND NRS 104.9403.

9. Pacific Gasoline (Date) \_\_\_\_\_ 19\_\_\_\_

By *Paul Choi* Signing for All (TITLE)

\_\_\_\_\_  
 SIGNATURE(S) OF DEBTOR(S)

ATTORNEY-IN-FACT **PAUL CHOI** TYPE NAME(S)

Information Leasing Corporation

By \_\_\_\_\_ (TITLE)

\_\_\_\_\_  
 SIGNATURE(S) OF SECURED PARTY(IES)

ATTORNEY-IN-FACT TYPE NAME(S)

11. This Space for Use of Filing Officer: (Date, Time, File Number and Filing Officer)

**08517**

0473358  
 BK0799PG4937

10. Return Copy to:

Data Filing Services  
 NAME P.O. 29071  
 ADDRESS Glendale, CA, 91209-9071  
 CITY, STATE AND ZIP (800) 331-3282 (818) 662-4141

Trust Account Number (If Applicable)

(1) Copy - Alphabetical

*FIXTURE - DOUGLAS*

04/23/99 FRI 11:10 FAX 5137833658  
VCC  
1640 + 1042  
for two for

LEASING SERVICES

1833714  
1833715

001

RENTAL SCHEDULE NO. 146019900

This Rental Schedule dated and effective as of the 19 day of March, 1999 is attached to and governed by the terms and provisions of the Master Lease Agreement dated March 19, 1999 ("Lease") by and between Information Leasing Corporation ("Lessor") and Pacific Gasoline dba Pacific Mart (Lessee").

All the terms used herein which are defined in the Lease shall have the same meaning herein.

1. The Equipment leased hereunder is as follows:

Quantity	Model Number and Description	Equipment	Serial No.	Purchase Price
	See Attached Equipment Schedule A			\$75,000

Lease Terms:

Initial Term: 60 Months  
 Rental Commencement Date: May 1, 1999  
 Rent: Sixty installments of amount equal to the original acquisition cost of the equipment x .02309.  
 Monthly Rent: \$1,731.75 plus applicable taxes, due monthly in advance  
 Additional Collection: \$1,731.75 Security Deposit and \$150.00 Origination Fee

2. The Initial Term of the lease of the Equipment shall commence upon the Acceptance Date as indicated on the Certificate of Acceptance (the "Lease Commencement Date") and shall continue until expiration of the number of payment periods specified above after the Rental Commencement Date, which shall be the first day of the first calendar month following the Lease Commencement Date. Lessee hereby authorizes Lessor to insert the Rental Commencement Date upon its receipt of the Certificate of Acceptance. Rent in the amount specified above, plus applicable taxes, shall be due on the Rental Commencement Date and on the same day of each and every consecutive payment period thereafter for the Initial Term. All Rent shall be due and payable to Lessor at such place as Lessor shall designate in writing. Additionally, Lessee shall pay, as interim rent, due and payable monthly in advance, for the period from and including the Lease Commencement Date to and including the day immediately preceding the Rental Commencement Date. The daily rent will be calculated on a 360 day year;

- 3. Stipulated Loss Values as set out on Exhibit 1 attached hereto and incorporated herein;
- 4. Options. Notwithstanding anything contained in the Lease to the contrary, so long as no default shall have occurred and be continuing, Lessee shall purchase the Equipment leased pursuant to this Rental Schedule on an "as is, where is" basis, without representation or warranty, expressed or implied, at the end of the Initial Term at a price equal to \$7,500.00 (10% of the original leased amount), or its then Fair Market Value. The Lessee may also choose to extend the lease for an additional 12 months at a monthly rate of 1% of the original leased amount. If you choose to extend your lease, at the end of 12 months you may choose one of the following: (i) purchase the equipment for its then Fair Market Value (ii) renew the lease of the equipment for its then Fair Market rental value, (iii) return the equipment.
- 5. All Options awarded to Lessee shall apply to all, but not less than all, Equipment leased under this schedule.

IN WITNESS WHEREOF, the parties hereto have caused this Rental Schedule to be duly executed on the date set forth below by their authorized representatives.

THIS RENTAL SCHEDULE CANNOT BE CANCELLED

Lessor:  
 Information Leasing Corporation  
 By: Delphin O. Johnson  
 Title: Assistant Vice Pres.  
 Date: 3/20/99

Lessee:  
 Pacific Gasoline dba Pacific Mart  
 By: Lucinda H. Lee  
 Title: owner  
 Date: 3-29-99

(Counterpart 1 hereof shall constitute chattel paper for the purpose of securing or transferring interest herein).

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182375

1040 + 1042  
for title

EXHIBIT "A"

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

The following described real property in the Town of Gardnerville, County of Douglas, State of Nevada, to wit:

Being all that certain parcel or lot of land lying in a portion of the Northeast 1/4 of the Southeast 1/4 of Section 12, Township 13 North, Range 20 East, M. D. B. & M., in the Town of Gardnerville, Douglas County, Nevada, and more particularly described by metes and bounds as follows:

BEGINNING at a point at the Northwestern corner of the parcel, said point being described as bearing South 53°14'20" East, a distance of 201.71 feet from the Mill Street monument on the town map of Gardnerville, as filed and made of record in Douglas County Court House, said POINT OF BEGINNING being further described as bearing South 29°01' West, a distance of 943.71 feet from the quarter corner common to Sections 32 and 33, Township 13 North, Range 20 East, M. D. B. & M.; thence from said POINT OF BEGINNING North 45°06' East, 269.89 feet to the Northeastly corner; thence South 44°34' East, 101.00 feet to the Southeastly corner; thence South 43°06' West, 270.01 feet to the Southwestly corner; thence North 44°50' West, 106.00 feet to the POINT OF BEGINNING.

Assessor's Parcel No. 25-291-14

Said land further disclosed on Record of Survey of the Wickland Oil Property recorded in Book 1082, Page 242, as Document No. 71505 of Official Records.

REQUESTED BY  
FIRST NEVADA TITLE CO.  
REGISTERED OFFICE OF  
COUNTY CLERK, NEVADA

92 JAN 14 03:54

268891  
MARKZ DEPUTY

BOOK 192 PAGE 1511

0473358

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COPY

REQUESTED BY  
*Information*  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA *America*

'99 JUL 29 AIO :50

0473358  
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LINDA SLATER  
RECORDER  
\$ *19.00* PAID *A* DEPUTY