



200601110088  
Skagit County Auditor

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# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

Kimberly B. Saltrick (704) 343-2000

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Kimberly B. Saltrick, Paralegal  
HELMS MULLISS & WICKER, PLLC  
201 North Tryon Street  
Charlotte, North Carolina 28202

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 Evergreen Restaurant LLC 4623						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 371 N.E. Gilman Boulevard, Suite 340			CITY Issaquah	STATE WA	POSTAL CODE 98027	COUNTRY USA
1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION Washington	1g. ORGANIZATIONAL ID #, if any 602 549 178		<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						
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
2d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any		<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 Bank of America, N.A.						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 9000 Southside Boulevard, FL9-100-03-24			CITY Jacksonville	STATE FL	POSTAL CODE 32256	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

See SCHEDULE I and EXHIBIT A attached hereto and incorporated herein by reference.

Some or all of the property referred to on SCHEDULE I is or will become fixtures on the real property described on EXHIBIT A.

Parcel No. P23695. Abbreviated Legal: PORTION OF THE SE ¼ OF THE NE ¼ OF SECTION 6, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.

Evergreen Restaurant LLC 4623  
478 Andis Road  
Burlington, WA 98233 (Skagit County, WA)

5. ALTERNATIVE DESIGNATION [if applicable]: ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☒ 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) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

# UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

## 9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME Evergreen Restauarant LLC 4623		
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME MIDDLE NAME, SUFFIX

## 10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

## 11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME				
OR	11b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME SUFFIX
11c. MAILING ADDRESS			CITY	STATE POSTAL CODE COUNTRY
11d.	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID#, if any <input type="checkbox"/> NONE

## 12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME				
OR	12b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME SUFFIX
12c. MAILING ADDRESS			CITY	STATE POSTAL CODE COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☒ fixture filing.

14. Description of real estate:  
See SCHEDULE I attached hereto and incorporated herein by reference. Some or all of the property referred to on SCHEDULE I is or will become fixtures on the real property described on EXHIBIT A attached hereto and incorporated herein by reference.

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

The record owner is listed on EXHIBIT B attached hereto and incorporated herein by reference.

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY  
☐ Filed in connection with a Manufact  
☐ Filed in connection with a Public-Fir



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**SCHEDULE I  
TO UCC FINANCING STATEMENT**

**DEBTOR:**

Evergreen Restaurant LLC 4623  
371 N.E. Gilman Boulevard, Suite 340  
Issaquah, Washington 98027  
(Organizational ID: 602 549 178)

**SECURED PARTY:**

Bank of America, N.A.  
9000 Southside Boulevard, FL9-100-03-24  
Jacksonville, Florida 32256

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**Collateral Description:**

All personal property of the Debtor, including all of the following property of the Debtor or in which the Debtor has or may have or acquire an interest or the power to transfer rights therein, whether now owned or existing or hereafter created, acquired or arising and wheresoever located.

(a) All accounts, and including accounts receivable, contracts, bills, acceptances, choses in action, and other forms of monetary obligations at any time owing to the Debtor arising out of property sold, leased, licensed, assigned or otherwise disposed of or for services rendered or to be rendered by the Debtor, including health-care-insurance receivables, and all of the Debtor's rights with respect to any property represented thereby, whether or not delivered, property returned by customers and all rights as an unpaid vendor or lienor, including rights of stoppage in transit and of recovering possession by proceedings including replevin and reclamation;

(b) All inventory, including all goods manufactured or acquired for sale or lease, and any piece goods, raw materials, work in process and finished merchandise, component materials, and all supplies, goods, incidentals, office supplies, packaging materials and any and all items used or consumed in the operation of the business of the Debtor or which may contribute to the finished product or to the sale, promotion and shipment thereof, in which the Debtor now or at any time hereafter may have an interest, whether or not the same is in transit or in the constructive, actual or exclusive occupancy or possession of the Debtor or is held by the Debtor or by others for the Debtor's account;

(c) All goods, including all machinery, equipment, motor vehicles, parts, supplies, apparatus, appliances, tools, patterns, molds, dies, blueprints, fittings, furniture, furnishings, fixtures and articles of tangible personal property of every description, and all computer programs embedded in any of the foregoing and all supporting information relating to such computer programs;

(d) All general intangibles, including all rights now or hereafter accruing to the Debtor under contracts, leases, agreements or other instruments, including all contracts or contract rights to perform or receive services, to purchase or sell goods, or to hold or use land or facilities, and to enforce all rights thereunder, all causes of action, corporate or business records, inventions, patents and patent rights, rights in mask works, designs, trade names and trademarks and all goodwill associated therewith, trade secrets,



trade processes, copyrights, licenses, permits, franchises, customer lists, computer programs and software, all internet domain names and registration rights thereto, all internet websites and the content thereof, all payment intangibles, all claims under guaranties, tax refund claims, all rights and claims against carriers and shippers, leases, all claims under insurance policies, all interests in general and limited partnerships, limited liability companies, and other Persons not constituting Investment Property (as defined below), all rights to indemnification and all other intangible personal property and intellectual property of every kind and nature;

(e) All deposit accounts, including demand, time, savings, passbook, or other similar accounts maintained with any bank by or for the benefit of the Debtor;

(f) All chattel paper, including tangible chattel paper, electronic chattel paper, or any hybrid thereof;

(g) All investment property, including all securities, security entitlements, securities accounts, commodity contracts and commodity accounts of or maintained for the benefit of the Debtor, including all interests in E-B Joint Venture (collectively, the "Investment Property");

(h) All instruments, including all promissory notes;

(i) All documents, including warehouse receipts, bills of lading and other documents of title;

(j) All rights to payment or performance under letters of credit including rights to proceeds of letters of credit ("Letter of Credit Rights"), and all guaranties, endorsements, Liens, other Guarantee obligations or supporting obligations of any Person securing or supporting the payment, performance, value or liquidation of any of the foregoing types or items of Collateral (as defined below) described in clauses (a) through (j);

(k) The commercial tort claims identified on Schedule 9(i) hereto, as such Schedule may be supplemented from time to time in accordance with the terms hereof;

(l) All books and records relating to any of the foregoing (including customer data, credit files, ledgers, computer programs, printouts, and other computer materials and records (and all media on which such data, files, programs, materials and records are or may be stored));

(m) all Equity Interests of each of the Debtor's Subsidiaries (the "Pledged Interests") Agreement);

(n) all money, securities, security entitlements and other investment property, dividends, rights, general intangibles and other property at any time and from time to time (x) declared or distributed in respect of or in exchange for or on conversion of any Pledged Interest, or (y) by its or their terms exchangeable or exercisable for or convertible into any Pledged Interest;

(o) all other property of whatever character or description, including money, securities, security entitlements and other investment property, and general intangibles



hereafter delivered to the Secured Party in substitution for or as an addition to any of the foregoing;

(p) all securities accounts to which may at any time be credited any or all of the foregoing or any proceeds thereof and all certificates and instruments representing or evidencing any of the foregoing or any proceeds thereof; and

(q) All proceeds, products and replacements of, accessions to, and substitutions for, any of the foregoing, including without limitation proceeds of insurance policies insuring any of the foregoing;

provided, however, none of the foregoing shall include any Excluded Collateral (as defined below).

All of the property and interests in property described in subsections (a) through (q), excluding Excluded Collateral, are herein collectively referred to as the "Collateral".

Defined Terms:

"Credit Agreement" is that certain Credit Agreement dated as of December 5, 2005 among Circle J Enterprises, Inc., a Washington corporation, (the "Company"), Evergreen Restaurant Group LLC, a Washington limited liability company, Evergreen Restaurant LLC 4610, a Washington limited liability company, Evergreen Restaurant LLC 4611, a Washington limited liability company, Evergreen Restaurant LLC 4612, a Washington limited liability company, Evergreen Restaurant LLC 4613, a Washington limited liability company, Evergreen Restaurant LLC 4614, a Washington limited liability company, Evergreen Restaurant LLC 4615, a Washington limited liability company, Evergreen Restaurant LLC 1310, a Washington limited liability company, Evergreen Restaurant LLC 4616, a Washington limited liability company, Evergreen Restaurant LLC 4617, a Washington limited liability company, Evergreen Restaurant LLC 4618, a Washington limited liability company, Evergreen Restaurant LLC 3810, a Washington limited liability company, Evergreen Restaurant LLC 0210, a Washington limited liability company, Evergreen Restaurant LLC 4620, a Washington limited liability company, Evergreen Restaurant LLC 3811, a Washington limited liability company, Evergreen Restaurant LLC 4619, a Washington limited liability company, Evergreen Restaurant LLC 1311, a Washington limited liability company, Evergreen Restaurant LLC 3812, a Washington limited liability company, Evergreen Restaurant LLC 3813, a Washington limited liability company, Evergreen Restaurant LLC 3814, a Washington limited liability company, Evergreen Restaurant LLC 3815, a Washington limited liability company, Evergreen Restaurant LLC 3816, a Washington limited liability company, Evergreen Restaurant LLC 3817, a Washington limited liability company, Evergreen Restaurant LLC 1312, a Washington limited liability company, Evergreen Restaurant LLC 4621, a Washington limited liability company, Evergreen Restaurant LLC 4622, a Washington limited liability company, Evergreen Restaurant LLC 1313, a Washington limited liability company, Evergreen Restaurant LLC 4623, a Washington limited liability company, Evergreen Restaurant LLC 4624, a Washington limited liability company, Evergreen Restaurant LLC 2711, a Washington limited liability company, Evergreen Restaurant LLC 1314, a Washington limited liability company, Evergreen Restaurant LLC 4625, a Washington limited liability company, Evergreen Restaurant LLC 4626, a Washington limited liability company, Evergreen Restaurant LLC 2712, a Washington limited liability company (collectively the "Borrowers") and the Secured Party. A copy of the Credit Agreement is maintained by the Secured Party.



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"Excluded Collateral" means:

- (i) Real property leases and rights, titles, and interests therein, thereto, or thereunder;
- (ii) The Franchise Agreements and all rights, titles, and interests therein, thereto, or thereunder, including all patents, trademarks, copyrights, trade secrets, and other intellectual property licensed by the Franchisor to the Debtor thereunder;
- (iii) fixtures (other than trade fixtures) located on real property leased by a landlord to the Debtor;
- (iv) Any liquor license issued by a state, or any contract to use a liquor license issued by a state, in each case to the extent the grant of security interest therein would be unlawful or would render such license void, suspended or unusable under any applicable, enforceable provision of the Laws of such state; and
- (v) Any obligation represented or evidenced by sales drafts, credit vouchers or electronic credits, in each case with respect to credit card transactions that have been tendered to a financial institution for credit or collection (unless such tender has been rejected or reversed), but only to the extent the grant of such security interest shall constitute or result in a breach or termination pursuant to any applicable, enforceable provision of an agreement between the Debtor and such financial institution.

"Franchise Agreements" means, collectively, all franchise agreements, development agreements, license agreements or related agreements by and between the Franchisor and any of the Company or any Subsidiary thereof from time to time and their successors and assigns.

"Franchisor" means, collectively, Outback Steakhouse of Florida, Inc., its successors and assigns.

"Governmental Authority" means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

"Laws" means, collectively, all international, foreign, Federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

"Loan Party" means each party to the Credit Agreement from time to time, including by means of a joinder agreement (other than the Secured Party) and its successors and assigns.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"Pledge Agreement" is that certain Securities Pledge Agreement dated as of December 5, 2005 among the Borrowers and the Secured Party. A copy of the Pledge Agreement is maintained by the Secured Party.

"Security Agreement" is that certain Security Agreement dated as of December 5, 2005 among the Borrowers and the Secured Party. A copy of the Security Agreement is maintained by the Secured Party.

"Subsidiary" of a Person means a corporation, partnership, joint venture, limited liability company or other business entity of which a majority of the shares of securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, or the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise specified, all references herein to a "Subsidiary" or to "Subsidiaries" shall refer to a Subsidiary or Subsidiaries of the Company.

Capitalized terms not herein defined have the meanings set forth in the Credit Agreement.



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**Schedule 9(i) - Commercial Tort Claims**

None.





**EXHIBIT A  
TO UCC FINANCING STATEMENT**

**DEBTOR:**

Evergreen Restaurant LLC 4623  
371 N.E. Gilman Boulevard, Suite 340  
Issaquah, Washington 98027  
(Organizational ID: 602 549 178)

**SECURED PARTY:**

Bank of America, N.A.  
9000 Southside Boulevard, FL9-100-03-24  
Jacksonville, Florida 32256

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**Legal Description:**

That portion of the Southeast ¼ of the Northeast ¼ of Section 6, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at the intersection of the East line of the West 257 feet of the South 660 feet of the Southeast ¼ of the Northeast ¼ with the South line of the Andis Road, as said point is shown on that certain record of survey recorded June 26, 1991 in Book 11 of Surveys at page 98, under Auditor's File no. 9106260015, records of Skagit County, Washington;  
THENCE South 00°08'10" West along said East line for a distance of 428.72 feet;  
THENCE North 88°59'14" West, parallel with said South line of the Andis Road, for a distance of 123.00 feet;  
THENCE South 85°48'21" West for a distance of 66.48 feet;  
THENCE North 46°24'29" West for a distance of 36.59 feet to the point of curvature of a curve to the right, said curve having a radius of 22.75 feet;  
THENCE Northwesterly, following said curve to the right through a central angle of 28°05'17" for an arc distance of 11.35 feet to a point of compound curvature;  
THENCE Northerly along a curve to the right, said curve having a radius of 65.00 feet, through a central angle of 17°58'23" for an arc distance of 20.39 feet to the end of said curve;  
THENCE North 00°09'11" East for a distance of 132.93 feet;  
THENCE North 00°47'24" East for a distance of 165.56 feet to the point of curvature of a curve to the right, said curve having a radius of 58.44 feet;  
THENCE Northerly and Northeasterly, following said curve to the right through a central angle of 53°31'16" for an arc distance of 54.59 feet to its intersection with a line;  
THENCE North 44°58'39" East, following said line for a distance of 48.59 feet to its intersection with said South line of the Andis Road;  
THENCE South 88°59'14" East along said South line for a distance of 154.60 feet to the Point of Beginning.



**EXHIBIT B  
TO UCC FINANCING STATEMENT**

**DEBTOR:**

Evergreen Restaurant LLC 4623  
371 N.E. Gilman Boulevard, Suite 340  
Issaquah, Washington 98027  
(Organizational ID: 602 549 178)

**SECURED PARTY:**

Bank of America, N.A.  
9000 Southside Boulevard, FL9-100-03-24  
Jacksonville, Florida 32256

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**Record Owner:**

R.E. Carpet

