

**STANDARD FORM  
UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1**

JULIUS BLUMBERG, INC. NYC, 10013

**INSTRUCTIONS:**

1. PLEASE TYPE this form. Fold only along perforation for mailing.
2. Remove Secured Party and Debtor copies and send either 3 copies with interwoven carbon paper to the filing officer. Enclose filing fee.
3. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer, with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
4. If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
5. When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, without extra fee.
6. At the time of original filing, filing officer should return third copy as an acknowledgement. At a later time, secured party may date and sign Termination Legend and use third copy as a Termination Statement.

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es):

2. Secured Party(ies) and address(es):

For Filing Officer (Date, Time,  
Number, and Filing Office)

Petrolane Incorporated  
P.O. Box 858  
Valley Forge, Pennsylvania 19482

Chemical Bank, as Collateral Agent  
270 Park Avenue  
New York, New York 10017

7-23-93

Vol. M93/17980

4. This financing statement covers the following types (or items) of property:

See Schedule A attached hereto and made a part hereof.

5. Assignee(s) of Secured Party and  
Address(es)This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)

Filed with:

☐ already subject to a security interest in another jurisdiction when it was brought into this state.☐ which is proceeds of the original collateral described above in which a security interest was perfected.

Klamath County, OR

Check ☒ if covered: ☒ Proceeds of Collateral are also covered. ☒ Products of Collateral are also covered. No. of additional Sheets presented: 4

Petrolane Incorporated

Chemical Bank, as Collateral Agent

By: Roll Peterson

Signature(s) of Debtor(s)

Title

By: [Signature]

Signature(s) of Secured Party(ies)

Title

(1) Filing Officer Copy-Alphabetical

**STANDARD FORM - FORM UCC-1.**

(For Use In Most States)

Schedule A to UCC-1 Financing Statement  
Petrolane Incorporated, Debtor

and

Chemical Bank, as Collateral  
Agent, Secured Party

This Financing Statement is presented to a Filing  
Officer for filing pursuant to the Uniform Commercial Code.

1. Name and Address of Debtor:

Petrolane Incorporated  
P.O. Box 858  
Valley Forge, Pennsylvania 19482

2. Name and Address of Secured Party:

Chemical Bank, as Collateral Agent  
270 Park Avenue  
New York, New York 10017

3. This Financing Statement covers the following types  
of property, whether now existing or hereafter acquired and  
all of Debtor's right, title and interest in, to and under  
the same (all such property being, collectively, the  
"Collateral"):

(i) each and every Receivable, (ii) all  
Contracts, together with all Contract Rights arising  
thereunder, (iii) all Equipment, including, without  
limitation, all of the Railcars and Vehicles (and the  
certificates of title and other registrations relating  
thereto), (iv) all Inventory, (v) all Marks, together with  
the registrations and right to all renewals thereof, and the  
goodwill of the business of the Debtor symbolized by the  
Marks, (vi) all Patents and Copyrights, (vii) all computer  
programs of the Debtor and all intellectual property rights  
therein and all other proprietary information of the Debtor,  
including, but not limited to, trade secrets, (viii) the  
Cash Concentration Account established for the Debtor and all  
monies, securities and instruments deposited or required to  
be deposited in such Cash Concentration Account, (ix) all  
other Goods, General Intangibles, Chattel Paper, Documents  
and Instruments, and (x) all Proceeds and products of any and

2500

all Collateral referred to in clauses (i) through (ix) of this Section 3.

4. As used herein, the following terms shall have the meanings herein specified. Such definitions shall be equally applicable to the singular and plural forms of the terms defined.

"Cash Concentration Account" shall mean the cash collateral account established by, and maintained with, the Secured Party in accordance with, and as defined in, the Security Agreement.

"Chattel Paper" shall have the meaning provided under the Uniform Commercial Code as in effect on the date hereof in the State of New York.

"Contract Rights" shall mean all rights of the Debtor (including, without limitation, all rights to payments and indemnities) under each Contract.

"Contracts" shall mean all contracts between the Debtor and one or more additional parties.

"Copyrights" shall mean any United States copyright which the Debtor now or hereafter has registered with the United States Copyright Office, as well as any application for a United States copyright registration now or hereafter made with the United States Copyright Office by the Debtor.

"Documents" shall have the meaning provided under the Uniform Commercial Code as in effect on the date hereof in the State of New York.

"Equipment" shall mean any "equipment," as such term is defined in the Uniform Commercial Code as in effect on the date hereof in the State of New York, now or hereafter owned by the Debtor and, in any event, shall include, but shall not be limited to, the Railcars, all machinery, equipment, furnishings, movable trade fixtures and vehicles (including the Vehicles) now or hereafter owned by the Debtor and any and all additions, substitutions and replacements of any of the foregoing, wherever located, together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto.

"General Intangibles" shall have the meaning provided under the Uniform Commercial Code as in effect on the date hereof in the State of New York.

"Goods" shall have the meaning provided under the Uniform Commercial Code as in effect on the date hereof in the State of New York.

"Instrument" shall have the meaning provided under the Uniform Commercial Code as in effect on the date hereof in the State of New York.

"Inventory" shall mean all raw materials, work-in-process, and finished inventory of the Debtor of every type or description (including, without limitation, all of the Debtor's liquified petroleum gas) and all documents of title covering such inventory, and shall specifically include all "inventory" as such term is defined in the Uniform Commercial Code as in effect on the date hereof in the State of New York, now or hereafter owned by the Debtor.

"Marks" shall mean any trademarks and service marks now held or hereafter acquired by the Debtor, which are registered in the United States Patent and Trademark Office or with any state, governmental or public body or authority, or any subdivision thereof, as well as any unregistered marks used by the Debtor in the United States and trade dress including logos and/or designs in connection with which any of these registered or unregistered marks are used.

"Patents" shall mean any United States patent to which the Debtor now or hereafter has title, as well as any application for a United States patent now or hereafter made by the Debtor.

"Proceeds" shall have the meaning provided under the Uniform Commercial Code as in effect on the date hereof in the State of New York or under other relevant law and, in any event, shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to the Secured Party or the Debtor from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to the Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental authority (or any person acting under color of governmental authority) and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Railcars" shall mean all railcars at any time owned by the Debtor or in which the Debtor has an interest.

"Receivables" shall mean any "account" as such term is defined in the Uniform Commercial Code as in effect on the date hereof in the State of New York, now or hereafter owned by the Debtor and all of the Debtor's rights to payment for goods sold or leased or services performed by the Debtor, whether now in existence or arising from time to time hereafter, including, without limitation, rights evidenced by an account, note, contract, security agreement, chattel paper, or other evidence of indebtedness or security, together with (a) all security pledged, assigned, hypothecated or granted to or held by the Debtor to secure the foregoing, (b) all of the Debtor's right, title and interest in and to any goods, the sale of which gave rise thereto, (c) all guarantees, endorsements, and indemnifications on, or of, any of the foregoing, (d) all powers of attorney for the execution of any evidence of indebtedness or security or other writing in connection therewith, (e) all books, records, ledger cards, and invoices relating thereto, (f) all evidences of the filing of financing statements and other statements and the registration of other instruments in connection therewith and amendments thereto, notices to other creditors or secured parties, and certificates from filing or other registration officers, (g) all credit information, reports and memoranda relating thereto, and (h) all other writings related in any way to the foregoing.

"Security Agreement" shall mean the Security Agreement, dated as of July 12, 1993, between the Debtor and the Secured Party, as amended, modified or supplemented from time to time.

"Vehicles" shall mean all trucks and other vehicles at any time owned by the Debtor.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of National Code Corp. the 23rd day of July A.D., 19 93 at 1:01 o'clock P M., and duly recorded in Vol. M93 of Mortgages on Page 17981.

FEE \$25.00

Evelyn Biehn, County Clerk

By [Signature]