Debtor(s) (Last Name) and address(es)	Secured Party(ies) and addre	ss(es)
Olympic Oil Ltd.	LaSalle National Bank	
5000 West 41st Street	135 South LaSalle Street	
Cicero, IL 60804	Chicago, IL 60603	08082749
· ·		
1. This financing statement covers the following types (or items) of property:		ASSIGNEE OF SECURED PARTY
See attached Exhibit A		08082749 3622/0030 16 001 Page 1 of 5
	Or Co	1998-12-01 11:54:15 Cook County Recorder 29.50
2. (If collateral is crops) The above described crops at 3. (If applicable) The above goods are to become fix seconds will be financed at the wellbead or n	tures on [The above timboris stateling or	ibe Real Estate) (XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
and this financing statement is to be filed in the re	al estate records. (If the debtor does not	the and next to tecord The name of a record owner is
4. CProducts of Collateral are also covered.	01ymp	oic Oil Ltd.
Additional sheets presentedFiled with Recorder's Office ofCook	County, Illinois. By:	Signature of (Debtor)
	By:	(Secured Party)*
FILING OFFICER COPY ALPHAB		re of Debtor Required in Most Cases; re of Secured Party in Cases Covered By UCC §9-402 (2).

This STATEMENT is presented to a filing officer for filing pursual to the Uniform Continercial Course

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EXHIBIT A TO FORM UCC-1 FINANCING STATEMENT BETWEEN OLYMPIC OIL, LTD. ("DEBTOR") AND LASALLE NATIONAL BANK ("SECURED PARTY")

This financing statement covers the following types or items of property:

- (a) all equipment (including all "Equipment" as such term is defined in Section 9-109(2) of the Uniform Commercial Code as in effect from time to time in the State of Illinois (such code, together with any other successor or applicable adoption of the Uniform Commercial Code in any applicable jurisdiction, the "Code")), machinery, vehicles, fixtures, improvements, supplies, office furniture, fixed assets, all as now owned or hereafter acquired by the Debtor or in which the Debtor has or hereafter acquires any interest, and any items substituted therefor as replacements and any additions or accessions thereto;
- (b) all goods (including all "Goods" as defined in Section 9-105 of the Code) and all inventory (including all "Inventory" as defined in Section 9-109(4) of the Code) of the Debtor, now owned or hereafter acquired by the Debtor or in which the Debtor has or hereafter acquires any interest, including but not limited to, raw materials, scrap inventory, work in plocess, products, packaging materials, finished goods, all documents of title, chattel paper and other instruments covering the same and all substitutions therefor and additions thereto:
- (c) all present and future accounts in which the Debtor has or hereafter acquires any interest (including all "Accounts" as defined in Section 9-106 of the Code), contract rights (including all rights to receive payments and other leasing contracts) and rights to payment and rights or accounts receivable evidencing or representing indebtedness due or to become due to the Deotor on account of goods sold or leased or services rendered, claims, instruments and other general intangibles (including tax refunds, royalties and all other rights to the payment of money of every nature and description) including, but not limited to, any such right evidenced by chattel paper, and all liens, securities, guaranties, remedies, security interests and privileges pertaining thereto;
- (d) all general intangibles now owned or hereafter acquired by the Debtor or in which the Debtor has or hereafter acquires any interest, (including all "General Intangibles" as defined in Section 9-106 of the Code) including but not induced to, choses in action and causes of action and all licenses and permits (but only to the extent the collateral assignment of any such licenses and permits is not prohibited by applicable law), registrations, franchises, corporate or other business records, systems, designs, software, goodwill, logos, indicia, business identifiers, inventions, processes, production methods, proprietary information, know-how and trade-secrets of the Debtor, and all trade-names, logos, copyrights, patents, trademarks (including service marks) or patent or trademark applications, contract rights (including but not limited to all rights to receive payments and other rights under all equipment and other leasing contracts, instruments and documents owned or used by the Debtor), and any good will relating thereto;
- (e) all insurance policies of any kind maintained in effect by the Debtor, now existing or hereafter acquired, under which any of the property referred to in (a) through (d) above and (i) below is insured, including but not limited to, any proceeds payable to

Return To: 1378/77-1 Lexis Document Services 135 South LaSalle Street Suite 2260 Chicago, IL 60603 the Debtor pursuant to such policies;

- (f) all moneys, cash collateral, chattel paper, checks, note, bills of exchange, documents of title, money orders, negotiable instruments, commercial paper, and other securities, instruments, documents, deposit accounts (including, but not limited to, any and all lockbox and deposit accounts maintained with Secured Party or any affiliate of Secured Party), deposits and credits from time to time whether or not in the possession of or under the control of the Secured Party;
- (g) to the extent assignment thereof is now or hereafter permitted by the terms thereof, all right, title and interest in and to all material agreements relating to the purchase of goods or services provided by the Debtor in the course of the Debtor's business operations;
- (h) all right, title and interest of the Debtor in all notes payable to Debtor from any person or entity;
- (i) all other property owned by the Debtor or in which the Debtor has or hereafter acquires any interest, wherever located, and of whatever kind or nature, tangible or intangible; and
- (j) any consideration received when all or any part of the property referred to in (a) through (i) above is sold, transferred, exchanged, leased, collected or otherwise disposed of, or any value received as a consequence of possession thereof, including but not limited to, all products, proceeds (including all "Proceeds" as defined in Section 9-306(1) the Code), cash, negotiable instruments and other instruments for the payment of money, chattel paper, security agreements or other documents, insurance proceeds or proceeds of other proceeds now or hereafter owned by the Debtor or in which Debtor has an interest.

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EXHIBIT B.

Legal Description

PARCEL 1:

LOT 56 (EXCEPT THE EASTERLY 200 FEET) AND ALL OF LOT 58 (EXCEPT THE SOUTHEASTERLY 17 FEET OF LOTS 56 & 58) IN SANITARY DISTRICT TRUSTEES SUBDIVISION OF THE RIGHT OF WAY FROM THE NORTH AND SOUTH CENTER LINE OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS TO THE WILL COUNTY LINE IN COOK COUNTY, ILLINOIS.

PARCEL 2:

AN EASEMENT FOR A RIGHT OF WAY FOR INGRESS AND EGRESS OVER A ROAD 30 FEET WIDE FROM THE WESTERLY LINE OF CICERO AVENUE TO THE EAST LINE OF PARCEL ! AS SET FORTH IN LEASE FROM THE SANITARY DISTRICT OF CHICAGO TO U.S. INDUSTRIAL CHEMICALS, INC., DATED SEPTEMBER 5, 1940 AND RECORDED JULY 25, 1951 AS DOCUMENT 15131618, IN COOK COUNTY, ILLINOIS.

PIN: 19-04-20(-018-0000

5000 West 41 Street **COMMONLY KNOWN AS:** Clart's Office

Cicero, Illinois