



UCC

LIEN NO. 93893182

HSK OIL LLC

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional) CSC 1-800-858-5294	
B. E-MAIL CONTACT AT SUBMITTER (optional) SPRFiling@cscglobal.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
2853 47033 - 6/11/2024 CSC 1127 Broadway St. NE, Suite 310 Salem, OR 97301	Filed In: Oregon (S.O.S.) FORMATION

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 HSK OIL LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	11125 SE Foster Road	CITY Portland	STATE OR	POSTAL CODE 97266
				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

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 The Huntington National Bank				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	11100 Wayzata Blvd Suite 700	CITY Minnetonka	STATE MN	POSTAL CODE 55305
				COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:
 All equipment, inventory, software and other personal property described on the Equipment List or Invoice(s) attached to this financing statement (the "Property"), together with all accessories, attachments, parts, repairs, upgrades, additions, and replacements attached thereto or incorporated therein; all software embedded in or acquired in an integrated transaction with the Property, all modifications, additions and replacements thereto and any substitutions therefor; and all proceeds of any of the foregoing, including without limitation all insurance proceeds, rents, cash, accounts, instruments and chattel paper related thereto or arising therefrom. The collateral described in this financing statement is within the scope of Article 9 of the Uniform Commercial Code as adopted in the State where it is filed.

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: 001-0904623-500

2853 47033

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 HSK OIL LLC	
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
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11. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME PATRIOT CAPITAL CORPORATION			
OR			
11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
11c. MAILING ADDRESS 3565 Piedmont Road NE Bldg 1 Ste 430	CITY ATLANTA	STATE GA	POSTAL CODE 30305 COUNTRY USA

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. <input type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)	14. This FINANCING STATEMENT: <input type="checkbox"/> covers timber to be cut <input type="checkbox"/> covers as-extracted collateral <input type="checkbox"/> 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:

17. MISCELLANEOUS:



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by the designated custodian

SCHEDULE A
EFA No.: 528769 Date: 6/10/2024

This Schedule "A" is to be attached to and become part of Equipment Finance Agreement (the "EFA") #528769 dated June 10, 2024, between as ("Debtor") HSK OIL LLC DBA FOSTER 76 and ("Creditor") PATRIOT CAPITAL CORPORATION. The equipment as generally described herein (the "Equipment") may require a future amendment or modification. Creditor and Debtor agree that a more detailed description of said Equipment shall be maintained by Creditor among our books and records in whatever more detailed description of the Equipment being financed is received from the supplier of such Equipment and, absent manifest error, such detailed description shall be considered incorporated into this Schedule A and the EFA and shall be provided to Debtor within a reasonable time upon request.

SUPPLIER – DESCRIPTION OF THE EQUIPMENT

EQUIPMENT LOCATION: 11125 SE Foster Rd, Portland, OR 97266
SUPPLIER: NORTHWEST PUMP & EQUIPMENT CO. - 2800 NW 31st Ave., Portland, OR 97210
PETROLEUM CONSTRUCTORS INC. - 845 NW Dunbar Ave. #119, Troutdale, OR 97060

EQUIPMENT DESCRIPTION: All equipment and attachments referenced in:
NORTHWEST PUMP & EQUIPMENT CO. – QUOTE #HSK031424 DATED: 05/08/24
PETROLEUM CONSTRUCTORS INC. – PROPOSAL #118728 DATED: 03/22/2024

VERIFICATION

This Schedule A is hereby verified as correct by the undersigned, who acknowledges receipt of a copy. The date of the EFA set forth above shall be for identification purposes only and shall not be construed to imply that the EFA was executed on any date other than as provided therein.

DEBTOR: HSK OIL LLC DBA FOSTER 76	
X:	DocuSigned by: 3E674BBSF821474...
SIGNATURE: HARRIS KHAN	
MANAGING MEMBER	
TITLE:	
6/10/2024	
DATE:	

NOTE: SIGNER OF THIS SCHEDULE A MUST BE SAME AS ON FRONT OF THE EFA.



Stay Updated- Follow us online!



2800 NW 31st Avenue, Portland, OR 97210, Phone: 503-227-7867

TELEPHONE:	Email	DATE OF QUOTATION: 05/08/24	QUOTE NUMBER HSK031424
CUSTOMER / CONTACT: Max HSK Oil 11125 SE Foster Rd Portland, OR		PROJECT / LOCATION: New Dispensers - FlexPay 4: Updated quote	

TERMS AND CONDITIONS OF SALE

N.W. Pump is not responsible for delays in delivery due to strikes, accidents, priority restrictions or other conditions beyond our control or its failure or delay to order or deliver due to the purchaser's failure to pay N.W. Pump any monies owed on an open job account or job basis. The prices herein do not apply in the event of an underground obstruction, including but not limited to utilities and impenetrable soil, is discovered after this proposal is made. In such event, Buyer is liable for all increased costs. Buyer may cancel by giving written notice, however, Buyer is liable for all costs incurred by N.W. Pump to the date notice is received. Cancellations or returns are subject to a minimum fifteen (15%) percent restocking charge. Payment terms are net cash on delivery, unless N.W. Pump has approved credit terms or otherwise specified within. If litigation is necessary to enforce this agreement, the prevailing party will be entitled to reasonable attorney's fees, court costs, and interest. Products carry only the manufacturer's warranty, if any. NWP makes no representations as to product compliance with government regulations. There are no expressed or implied warranties as to goods or services provided by NWP, including the implied warranty of merchantability or fitness for a particular purpose. Statements by a NWP representative that differ from the foregoing shall have no effect. NWP will not be liable for direct, indirect, special or consequential damages, business interruption or loss of profits damages, sustained by Customer or any party claiming by, through or under Customer.

This offer to furnish equipment on the following terms and conditions expires 10 days from the above date.

N.W. Pump, Inc. reserves the right to adjust equipment prices to conform to prices in effect at the time of delivery.

Equipment prices are subject to all applicable taxes. Return of non-stock and special order items are subject to restock charges or may not be returnable.

Acceptance of Proposal:

The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to supply equipment and/or labor as specified. Payment will be made as outlined above. I understand acceptance of the quotation does not constitute an order until credit has been approved. I understand that Northwest Pump may file a Right to Lien against the equipment/labor.

SALES TOTALS:

EQUIPMENT SUBTOTAL: \$ 141,875.00
INCOMING FREIGHT:
ESTIMATED SALES TAX: \$
*Actual sales tax may vary, the customer needs pay the tax shown on the invoice.
TOTAL: \$ 141,875.00

1. Price excludes tank offloading, electrical, piping and installation.
2. All Prices are FOB Northwest Pump warehouse except where noted differently.
3. Terms: 25% down. Tanks and dispensers balance due on completion at factory. Net 30 upon approved credit.
4. Terms: 50% down on all EVR/ISD systems. Non Returnable/Non Refundable.
5. Prices are good for 10 days from date of quotation.
6. Gilbarco / Gasboy Terms: Special terms apply to the Gilbarco/Gasboy Equipment: Prices reflect a 3% cash discount. Payments must be received within 10 days of invoice. Invoices are sent upon completion of the order at the factory. 3% will be added to invoice and may be deducted if paid within 10 days. Credit card payment not applicable with these terms.

BY SIGNING AND ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ, UNDERSTANDS AND AGREES WITH ALL OF THE TERMS AND CONDITIONS LISTED WITHIN.

QUOTED BY:	
SIGNATURE <i>Steve Conrad</i>	05/08/24
PRINT NAME	DATE

ACCEPTED BY:	TITLE:
SIGNATURE	DATE
PRINT NAME	

Northwest Pump and Equipment Co. is an Employee Owned company that has been a Petroleum Equipment Distributor since 1959. We are the West's largest distributor of tanks, piping, pumps, meters, tank monitoring systems, leak monitoring systems and lubrication equipment. We are pleased to offer this quotation for the referenced project. Please contact me if you need additional information.

COMPANY:		HSK Oil	DATE OF QUOTATION	QUOTE NUMBER
PROJECT:		New Dispensers - FlexPay 4	05/08/24	HSK031424
QTY	Part Number	DESCRIPTION	UNIT PRICE	EXTENDED
Phillips Dispenser Program Pricing: 2024				
3	ENC700SNN1-2	Gilbarco Blending 3+0 S Series Three Product, Two Sided, Two Hose Dispenser with 5.7 Color, EMV HCR (Chip) Card Reader	20,775.00	\$ 62,325.00
3	ENC700SNL1-2	Gilbarco Blending 3+1 S Series Four Product, Two Sided, Four Hose Dispenser with 5.7 Color, EMV HCR (Chip) Card Reader	22,055.00	\$ 66,165.00
Phillips Dispenser Program Includes				
6	Instant Rebate	Instant Rebate per Dispenser	(1,000.00)	\$ (6,000.00)
6		76 Wave and P66 Brand Image	Included	
6		GCM -Contactless Card Reader	Included	
6		Call Button and Intercom Speaker 2-Sided	290.00	\$ 1,740.00
6		Junction Box (factory installed) dispenser only	315.00	\$ 1,890.00
6		Lighted Canopy Conduit with small junction box	295.00	\$ 1,770.00
15		Totalizers - Electromechanical (per inlet or per meter)	65.00	\$ 975.00
6		Balance Ready Vapor Recovery System	270.00	\$ 1,620.00
6		DuraMax™ Silver-tone Sheathing	Included	
6		Canopy Brandview - 76 wave or Crest		by others
6		Encore 2 Year Warranty (Standard) Per Dispenser	Included	
6	Freight	Gilbarco Shipping and Handling per Dispenser	665.00	\$ 3,990.00
-6		Additional Gilbarco discount	500.00	\$ (3,000.00)
6	M03064K001	Gilbarco Advantage to Encore Island Adapter Kit. Must be ordered with the dispensers to get this price.	375.00	\$ 2,250.00
1	AE58AP	Allied Electronics Wireless Forecourt Access Point (1/ Site)	795.00	\$ 795.00
6	AE584SU-G	Allied Electronics Gilbarco or Wayne Wireless In-Dispenser Unit (1/Dispenser) Includes Additional OMNI Board Adapter if Needed	795.00	\$ 4,770.00
Passport V20 .xx Windows 10 Upgrades				
1	M01462K002x	Combo/Server Kit- PB60 Passport V20 Upg w/SS Drive/Licenses(PP-SWWNSB-10)	995.00	\$ 995.00
1	M01462K001x	Cashier Kit Pc60 Passport V20 Upg w/SS Drive/Licenses(PP-SWWNSC-10)	995.00	\$ 995.00
1	M09747K002x	EDH2 Kit V20 Upgrade w/ SS Drive/Licenses(PP-SWWNSD-10)	595.00	\$ 595.00
1		Installation, Electrical, calibration, start-up/training		by others

Exclusions:

Northwest Pump quoted pricing is valid for 10 days from the date of this quote. Delays in manufacturing and material shortages are issues we now encounter daily. NWP is enduring regular price increases and lengthy lead-times from our suppliers. We are currently absorbing increased costs while awaiting delivery of materials that we have quoted and sold. NWP can no longer shoulder the burden of taking on these substantial and unexpected price increases. Until further notice, any unscheduled price increase that occurs after NWP places an order with one of our vendors, will be added to your invoice. Freight changes will be affected the same. Your initials on an addendum will serve as your acknowledgement of that increase.

Northwest Pump standard payment terms must be met as materials arrive at your job site or designated storage facility. Failure to meet payment terms and/or take delivery of your purchased products, will subject your order to any price increases which affect those items therein. Our facilities are best used for the distribution of our products, not the long-term storage of customers property. Please work with your NWP Sales Representative to manage this process.

Please note: Installation and use of all above-ground fuel storage systems carry inherent risks and are subject to regulations and standards established by Federal, State and Local agencies such as the EPA, Building and Fire authorities etc. By signing this document, customer accepts full responsibility for investigation and implementation of technologies required to meet any applicable regulations and requirements related to the parts and or system(s) in this proposal. Customer also accepts full responsibility for any decision to comply or to not comply with applicable rules and regulations. Furthermore, by signing this document, customer agrees to hold harmless and defend Northwest Pump & Equipment Co. and its affiliates from any liability, penalty or disciplinary action that may occur as a result of decisions by customer, their employees or contractor's to ignore, circumvent or otherwise fail to obey any and all applicable federal, state and local rules and regulations and standards of good, safe, practice.

Merchandise Returns: New Unused Stocking items must be returned within 30 days of the original purchase for full credit. Special ordered items will be charged a minimum 25% restock fee if returned new unused. Cores must be returned within 20 days of the original purchase for full credit.

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COMPANY:		HSK Oil	DATE OF QUOTATION	QUOTE NUMBER
PROJECT:		New Dispensers - FlexPay 4	05/08/24	HSK031424
QTY	Part Number	DESCRIPTION	UNIT PRICE	EXTENDED

PCI Compliance Disclaimer: It is solely the Customers responsibility to verify PCI Compliance and Network Processing Compliance with their Merchant Provider. NWP will not be liable for direct, special or consequential damages, business interruption or loss of profits, sustained by Customer or any party claiming by, through or under the Customer.

Above Specifications Exclude the Following (Unless Otherwise Noted): Plans, Permits, Inspection, All Testing, Labor to Assemble or Install, Miscellaneous Pipe Fittings and Accessories, Any Electrical Consideration, Offloading or Setting Any Equipment or Tank, Site Improvements, Guard Barriers, Any Other Items (s) Not Specifically Mentioned Above

Equipment Only: No Installation. Subject to engineer's approval. This quotation does not include or imply any equipment or quantities other than listed herein. Contractor to determine actual quantities required. No retainage to apply.

Performance: Performance of equipment listed is based upon the accuracy of the information supplied to NW Pump and Equipment Co. by the customer or customer's engineer. Guarantee of performance may require approval by a licensed engineer at the customer's expense. NWP is not responsible for any warranty outside of standard manufacturer warranties.

Tank Submittal Drawings: Tanks require approved, signed drawings before production of the tank may begin. Any quoted lead time is based on production time required once approved submittal drawings have been received by Northwest Pump & Equipment.

Gilbarco / Gasboy Terms: Special terms apply to the Gilbarco/Gasboy Equipment. Prices reflect a 3% cash discount. Payments must be received within 10 days of invoice. Invoices are sent upon completion of the order at the factory. 3% will be added to invoice and may be deducted if paid within 10 days. Credit card payment not applicable with these terms.

Verifone Terms: Special terms apply to the Verifone Equipment. Prices reflect a 3% cash discount. Payments must be received within 10 days of invoice. 3% will be added to invoice and may be deducted if paid within 10 days. Credit card payment not applicable with these terms.

Equipment Storage: Equipment billed and held in our warehouse may be subject to a monthly storage fee.

Equipment & Storage Fees: Unpaid equipment and/or storage fees may result in cancellation of the order and the equipment will be made available to others.

Beginning January 1st, 2024, we will be charging a fee of \$100 per dispenser per month, for materials stored over 30 days. The first full month of storage is complimentary.

Method of Payment: Private Party Pay / Lease Finance / Bank Finance

I AGREE TO ALL TERMS ABOVE : Customer Initials:

**60 month lease option for this project shown above. Actual monthly payment is calculated by Patriot Capital Corporation and is subject to their qualifications to acquire this lease payment structure. Lease is structured with a One Dollar Purchase Option, ownership of the equipment takes place at the end of the lease term. For more information, contact Geoff Smith at 404-915-9749



Petroleum Constructors Inc.

Office (503) 667-1303

P.O. Box 325 Troutdale, OR 97060 ccb# 118728

Fax (503) 667-1445

March 22, 2024

Harris Kahn
HSK Oil LLC

~via email: hskoillc@gmail.com ~

RE: Remove and Replace (7) Dispensers – (3) 3+0; (3) Single Product; (1) Dual Product
11125 SE Foster Road Location

Dear Harris:

Petroleum Constructors Inc. is pleased to present this proposal for your review. This proposal is based site visit to the location, and information you provided.

SCOPE OF WORK:

1. Mobilization to site
2. Pull existing leak detector if needed
3. Provide forklift to remove and set dispensers
4. Remove and set aside (7) dispensers and valances
5. Set, anchor and plumb (7) new dispensers
6. Modifications made to existing piping, if needed, is to be done above the existing shear valves
7. Provide miscellaneous 1½" steel fittings as needed
8. Assemble and set new valances
9. Caulk new dispensers
10. Purge system
11. Reinstall leak detector
12. Be on site for startup – startup by others
13. Haul off and dispose of (7) dispensers
14. Provide photos taken during project

THE FOLLOWING ASSUMPTIONS APPLY

1. Permitting has not been included as none is anticipated
2. Fueling equipment by others
3. New MPDs/dispensers to be on site at location prior to PCI's arrival
4. Electrical has not been included in this quote and will follow as separate quote to be contracted directly with the electrical provider
5. Start-up by others
6. PCI assumes salvage rights unless in writing prior to mobilization
7. System upgrades and/or modifications/reporting that may be requested/required by implementing agency/fire marshal/DEQ have not been included at this time
8. Signage by others

The bid to perform this work is \$6,284. A 1/3 down payment will be due prior to mobilization. Payment will be due in full upon completion and within 7 days of invoicing. Any account not paid within the stated terms shall incur a monthly charge of one and one-half percent (1½%) per month from the invoice date. Taxes are not included and will be added to invoice if applicable. We anticipate this project taking 2 days to complete.

If you have any questions or need additional information please call our office at (503) 667-1303.

Sincerely,

William J. Messer
Petroleum Constructors Inc.

Accepted by [sign]: _____

Accepted by [print]: _____

Date: _____