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RECORDATION REQUESTED	BY:				
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WHEN RECORDED MAIL TO:					
United States National Bank of C 100 Main Street East, Suite B P.O. Box 729 Medford, OR 97501	Xregon				
SEND TAX NOTICES TO:					
United States National Bank of (100 Main Street East, Suite B P.O. Box 729 Medford, OR 97501	Dregon				
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LANDLORD'S CONSENT -For Security Purposes

THIS LANDLORD'S CONSENT is entered into among Klamath Falls Mushroom Co. ("Borrower"), whose address is 3820 Miller Street, Klamath Falls, OR 97603; United States National Bank of Oregon ("Lender"), whose address is 100 Main Street East, Suite B, P.O. Box 729, Medford, OR 97501; and Edgar L. Viets ("Landiord"), whose address is 8771 Dehlinger Ln., Klamath Falls, OR 97603. Borrower and Lender have entered into, or are about to enter into, an agreement whereby Lender has acquired or will acquire a security interest or other interest in the Collateral. Some or all of the Collateral may be affixed or otherwise become located on the Premises. To induce Lender to extend the Loan to Borrower against such security interest in the Collateral and for other valuable consideration, Landlord hereby agrees with Lender and Borrower as follows.

DEFINITIONS. The following words shall have the following meanings when used in this Agreement. Terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

- Agreement. The word "Agreement" means this Landlord's Consent, as this Landlord's Consent may be amended or modified from time to time, together with all exhibits and schedules attached to this Landlord's Consent from time to time.
- Borrower. The word "Borrower" means Klamath Falls Mushroom Co...
- Collateral. The word "Collateral" means certain of Borrower's personal property in which Lender has acquired or will acquire a security interest, including without limitation the following specific property:

All Inventory, Chattel Paper, Accounts, Contract Rights, Equipment and General Intangibles

Landlord. The word "Landlord" means Edgar L. Viets. The term "Landlord" is used for convenience purposes only. Landlord's interest in the Premises may be that of a fee owner, lassor, sublessor or lienholder, or that of any other holder of an interest in the Premises which may be, or may become, prior to the interest of Lender.

Lease. The word "Lease" means that certain lease of the Premises, dated March 1, 1993, between Landlord and Borrower."

Lender. The word "Lender" means United States National Bank of Oregon, its successors and assigns.

Loan. The word "Loan" means the loan, or any other financial accommodations, Lender has made or is making to Borrower.

Premises. The word "Premises" means the real property located in Klamath County, State of Oregon, commonly known as 3878 Miller Street, Klamath Falls, OR 97603, and legally described as:

Lots 35, 36, 37, 38, 39, & 40 Baisiger Tract, situate in the City of Klamath Falls, County of Klamath, State of Oregon.

BORROWER'S ASSIGNMENT OF LEASE. Borrower hereby assigns to Lender all of Borrower's rights in the Lease, as partial security for the Loan. The parties intend that this assignment will be a present transfer to Lender of all of Borrower's rights under the Lease, subject to Borrower's rights to use the Premises and enjoy the benefits of the Lease while not in default on the Loan or Lease. Upon full performance by Borrower under the Loan, this assignment shall be ended, without the necessity of any further action by any of the parties. This assignment includes all renewals of and amendments to the Lease or the Loan, until the Loan is paid in full. No amendments may be made to the Lease without Lender's prior written consent, which shall not be unreasonably withheld or delayed.

CONSENT OF LANDLORD. Landlord consents to the above assignment. If Borrower defaults under the Loan or the Lease, Lender may reassign the Lease, and Landlord agrees that Landlord's consent to any such reassignment will not be unreasonably withheld or delayed. So long as Lender has not entered the Premises for the purpose of operating a business, Lender will have no liability under the Lease, including without limitation liability or ent. Whether or not Lender enters into possession of the Premises for any purpose, Borrower will remain fully liable for all obligations of Borrower as ender the Lease. While Lender is in possession of the Premises, Lender will cause all payments due under the Lease and attributable to that period of time to be made to Landlord. If Lender later reassigns the Lease or vacates the Premises, Lender will have no further obligation to Landlord.

LEASE DEFAULTS. Both Borrower and Landlord agree and represent to Lender that, to the best of their knowledge, there is no breach or offset existing under the Lease or under any other agreement between Borrower and Landlord. Landlord agrees not to terminate the Lease, despite any default by Borrower, without giving Lender written notice of the default and an opportunity to cure the default within a period of sixty (60) days from the receipt of the notice. If the default is one that cannot reasonably be cured by Lender (such as insolvency, bankruptcy, or other judicial proceedings against Borrower), then Landlord will not terminate the Lease so long as Landlord receives all sums due under the Lease for the period during which Lender is in possession of the Premises, or so long as Lender reassigns the Lease to a new lessee reasonably satisfactory to Landlord.

DISCLAIMER OF INTEREST. Landlord hereby consents to Lender's security interest (or other interest) in the Collateral and disclaims all interests, liens and claims which Landlord now has or may hereafter acquire in the Collateral. Landlord agrees that any lien or claim it may now have or may hereafter have in the Collateral will be subject at all times to Lender's security interest (or other present or future interest) in the Collateral and will be subject to the rights granted by Landlord to Lender in this Agreement.

ENTRY ONTO PREMISES. Landlord and Borrower grant to Lender the right to enter upon the Premises for the purpose of removing the Collateral from the Premises or conducting sales of the Collateral on the Premises. The rights granted to Lender in this Agreement will continue until a reasonable time after Lender receives notice in writing from Landlord that Borrower no longer is in lawful possession of the Premises. If Lender enters onto the Premises and removes the Collateral, Lender agrees with Landlord not to remove any Collateral in such a way that the Premises are damaged, without either repairing any such damage or reimbursing Landlord for the cost of repair.

MISCELLANEOUS PROVISIONS. This Agreement shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Agreement. The covenants of Borrower and Landlord respecting subordination of the claim or claims of Landlord in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any claim or claims to which this Agreement shall apply. Lender need not accept this Agreement in writing or otherwise to make it effective. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. If Landlord is other than an individual, any agent or other person executing this Agreement on behalf of Landlord represents and warrants to Lender that he or she has full power and authority to execute this Agreement on Landlord's behalf. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is in writing and signed by Lender. Without notice to Landlord and without affecting the validity of this Consent, Lender may do or not do anything it deems appropriate or necessary with respect to the Loan, any indebtedness. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not constitute a waiver of or prejudice Lender's right otherwise to demand strict compliance with that provision or any other provision. Whenever consent by Lender in stances where such consent is required.

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			DRD'S CONSENT 12490 Page Continued)
	ID ACKNOWLEDGE H TERMS. THIS AGRE	IAVING READ AL EMENT IS DATED	L THE PROVISIONS OF THIS LANDLORD'S CONSENT, AND BORROWER A D MAY 25, 1993.
BORROWER: Klamath Falls Mushroom Co	DAL MARDINE COME PRESIDENCES, DOI D	ur teorie di Schucker State	
* Lloyd L.	Jones	Pres.	
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Edgar L. Viets	11		United States National Bank of Oregon
Landlord's Signature	L	<u>l</u>	By Althorized Officer
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STATE OF	OREGON)) 89	OFFICIAL SEAL
	JACKSON	<u> </u>	MOYASY FULLIC-ORECON OCHASISSION NO/12662 LY COMMENSION EXPIRES HOV. 18, 1996
On this 26th day	of <u>May</u> and known	19 to me to be the /	93, before me, the undersigned Notary Public personally appage
duly authorized by the Lender she is authorized to execute the	through its heard of d	Ban - B	and voluntary act and othe said I and
By Sherren N S		that the seal amxe	vise, for the uses and purposes therein mentioned, and on oath stated that he ed is the corporate seal of said Lender. Residing at $Medfred GR$
Notary Public in and for the S	State of Orec-	\mathbf{N}	
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STATE OF	$\overline{\boldsymbol{\wedge}}$) 88	OFFICIAL SEAL GARY L. JONES
COUNTY OF Mamay	\sim		NOTARY PUBLIC-OREGON
On this 250 day of	J May Des	, 19 <u>_93</u> , bef	fore me, the undersigned Notary Public, personally appeared
acknowledged the Agreement directors. Attre uses and pur	n Co., and known to to be the free and vol	me to be author untary act and de	prized agent(s) of the corporation that executed the Landlord's Consent ar sed of the corporation, by authority of its Bylaws or by resolution of its board lated that they are authorized to execute this beam.
Agreement on behalf of the con	poratión.	iu, and on cain si	the administration of execute this Agreement and in fact executed the
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COUNTY OF A COUNTY OF	The second states of the		COMMISSION NO 009801 MY COMMISSION EXPIRES SEPT 24, 1995
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