

Aspen Title # 01040704

LANDLORD'S CONSENT

PRINCIPAL	LOAN DATE	MATURITY	LOAN NO.	CALL	COLLATERAL	ACCOUNT	OFFICER	INITIALS
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References above are for lender's use only and do not limit the applicability of this document to any particular loan or item.

This Landlord's Consent is entered into among Les & Terry Wilkenson Service, Inc., dba Les & Terry's Chevron ("Borrower"), whose address is 3131 South 6th Street, Klamath Falls, OR 97603; South Valley State Bank ("Lender"), whose address is 501 Main Street, 5215 South Sixth Street, Klamath Falls, OR 97603; and ("Landlord"), whose address is P. O. Box 428, Klamath Falls, OR 97601. 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 Les & Terry Wilkenson Service, Inc., dba Les & Terry Chevron.

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 Accounts, Accounts Receivable, Contract Rights, Equipment, Leasehold Improvements, Furniture, Fixtures & Inventory

Landlord. The word "Landlord" means Swan Lake Moulding Company. The term "Landlord" is used for convenience purposes only. Landlord's interest in the premises may be that of a fee owner, lessor, sublessor, 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 October 15, 1993, between landlord and borrower of the real property described on Exhibit A.

Lender. The word "Lender" means South Valley State Bank, 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. The premises are located at 3131 South Sixth Street, Klamath Falls, Oregon.

BORROWER'S ASSIGNMENT OF LEASE. Borrower hereby assigns to lender all of borrower's rights under 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.

Amendments may be made to said lease provided that lender's prior written consent is obtained. Lender shall not unreasonably withhold consent.

CONSENT OF LANDLORD. Landlord consents to the above assignment of the lease to South Valley Bank for security purposes only. If Borrower defaults under the loan or the lease, lender may, upon written consent of the landlord, assign the lease to a third party. Landlord's consent to such an assignment 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 except as provided herein. Whether or not lender enters into possession of the premises for any purpose, borrower will remain fully liable for all obligations of borrower as lessee under the lease. Within 30 days after notification from landlord to lender of a default by the borrower under the lease, the lender shall do one of the following:

- Eject to abandon all or part of its interest in the collateral upon the premises in favor of the landlord.
- Immediately commence making all payments due under the lease for rent and/or property taxes (said payments to be retroactive to the date of default under the lease).
- Assign the lease to a third party as provided above.

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Should lender elect to commence making payments due under the lease, lender may later, upon 30 days written notice to landlord, elect to abandon all of part of its interest in the collateral upon the property in favor of the landlord or assign the lease to a third party as provided above. Thereafter, lender will have no further obligation to the landlord other than for activities of the lender upon the property during any time of actual possession or control by lender.

LEASE/LOAN DEFAULTS. Both borrower and landlord agree and represent to the 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 the borrower without giving lender written notice of the default and an opportunity to cure the default within a period of 30 days from which the notice of default is posted by United States mail, prepaid to the lender. If the default is one which cannot be reasonably cured by the lender (such as insolvency, bankruptcy, or other judicial proceedings against borrower), then landlord agrees not to terminate the lease so long as landlord receives all sums and other performances due under the lease.

DISCLAIMER OF INTEREST. Landlord hereby consents to lender's security interest (or other interest) in the collateral and disclaims all interests, liens or claims which the landlord now has or may hereafter acquire in the collateral.

If after the expiration of 30 days from date of notice from default lender fails to exercise one of those options as specified in the paragraph entitled Consent of Landlord.

Except as provided above, landlord agrees that any lien or claim that it may now have or may hereafter have in the collateral will be subject to, at all times, the 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 under 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 repairing any such damages or reimbursing landlord for the cost of repair. In removing the collateral from the property, lender shall comply with all obligations of the borrower under the terms of the lease in regards to restoring the condition of the property.

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 and signed by lender. Lender shall not be deemed to have waived any rights under this agreement unless such waiver is in writing and signed by lender. Lender shall provide landlord with 15 days written notice prior to taking any action in relation to the collateral or the lease described herein. 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 is required in this agreement, the granting of such consent by lender in any one instance shall not constitute continuing consent to subsequent instances where such consent is required.

BORROWER AND LANDLORD ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS LANDLORD'S CONSENT, AND BORROWER AND LANDLORD AGREE TO ITS TERMS. THIS AGREEMENT IS DATED October 15, 1993.

BORROWER: Les & Terry Wilkenson Service, Inc.

By: Terry L. Wilkenson
Title: President

LANDLORD: Swan Lake Moulding Company

By: Anthony N. Callan
President

LENDER:

SOUTH VALLEY STATE BANK

By: J. M. [Signature]
Authorized Officer

SEE ATTACHED FOR NOTARIES

EXHIBIT A

27072

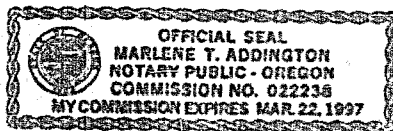
A tract of land situated in the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 3 T39S R9E WM Oregon and more particularly described as follows:

Starting at the Northwest Corner of said Section 3 thence S00°00 $\frac{1}{2}$ 'E along the Westerly Boundary of said Section 3 826.8 feet, more or less, to its intersection with a line parallel with and 75.0 feet distant at right angles Northeasterly from the center line of the Klamath Falls-Lakeview Highway, also known as South Sixth Street as the same is now located and constructed, said parallel line being the Northerly right of way line of said Highway; thence S55°52 $\frac{1}{2}$ 'E along said right of way line 2192.4 feet, more or less, to an iron peg marking the Southwesterly corner of that certain tract of land conveyed to Swan Lake Moulding Company by deed dated May 16, 1968 and recorded in Volume M at Page 4736 of Klamath County Deed Records and the true beginning point of this description from which a cross chiseled in the concrete sidewalk bears S34°07 $\frac{1}{2}$ 'W 10. feet; and running thence N34°07 $\frac{1}{2}$ 'E at right angles to said South Sixth Street 150 feet to an iron peg; thence S55°52 $\frac{1}{2}$ 'E 73.52 feet to an iron peg in the East line of Enterprise Tract No. 33A; thence S00°21 $\frac{1}{2}$ 'W 97.87 feet to an iron peg marking the Northwest corner of Tract G resubdivision of Enterprise Tract No. 24; thence S89°35'50"E along the North line of said Tract G 86.64 feet to an iron peg; thence S34°07 $\frac{1}{2}$ 'W 116.76 feet, more or less, to an iron pin in the Northerly line of South Sixth Street; thence N55°52 $\frac{1}{2}$ 'W along said Northerly line of South Sixth Street 200.0 feet to the true point of beginning.

STATE OF OREGON, County of Klamath) ss.

On October 15, 1993, personally appeared Teryal L. Wilkenson as President of Les & Terry Wilkenson Service, Inc.

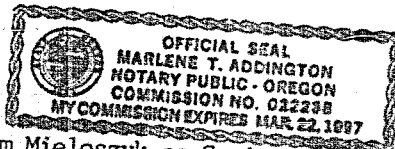
Marlene T. Addington
Notary Public for Oregon



STATE OF OREGON, County of Klamath)ss.

On October 15, 1993, personally appeared Dorothy V. Collier as President of Swan Lake Moulding Company.

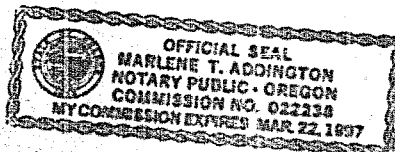
Marlene T. Addington
Notary Public for Oregon



STATE OF OREGON, County of Klamath)ss.

On October 15, 1993, personally appeared Jim Mieloszyk as Senior Loan Officer of South Valley State Bank.

Marlene T. Addington
Notary Public for Oregon



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title Co the 15th day of Oct. A.D. 19 93 at 3:39 o'clock P M., and duly recorded in Vol. M93 of Mortgages on Page 27070

FEE \$20.00

Evelyn Biehn County Clerk

By *Paula M. Biehn*