

ATE 49129  
LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT (this "Agreement") is made this 22 day of March, 1999, by and among ~~Golden Bear Acquisition Corporation~~, a Delaware corporation ("Golden Bear"), Albina Fuel Company, an Oregon corporation ("Albina") and GLAMRR Properties ("Landlord").  
Golden Bear Oil Specialties

Recitals

WHEREAS, Golden Bear is the tenant under that certain Lease dated May 21, 1979, as amended (the "Lease") with Landlord with respect to the premises more particularly described therein;

WHEREAS, Golden Bear and Albina desire that all of Golden Bear's right, title and interest and obligations arising under the Lease, be assigned to and assumed by Albina; and

WHEREAS, Landlord desires to consent to the assignment of the Lease to Albina.

Agreement

In consideration of the aforesaid recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE I

ASSIGNMENT AND ASSUMPTION

1.1 Assignment. Golden Bear hereby assigns to Albina all of Golden Bear's right, title, interest and obligations under the Lease arising from and after the date hereof.

1.2 Assumption. Albina, for the benefit of Golden Bear, hereby assumes all of Golden Bear's obligations under the Lease arising from and after the date hereof.

1.3 No Expansion of Rights. The assumption by Albina of the liabilities and obligation: referred to herein is not intended by the parties to expand the rights or remedies of any third party against Albina as compared to the rights and remedies which such third party would have had against Golden Bear had Golden Bear not consummated the transactions contemplated hereby. Nothing herein contained shall, or shall be construed to, prejudice the rights of Albina to contest any claim or demand with respect to any obligation or liability assumed hereunder and Albina shall have all rights which Golden Bear may have or have had to

defend or contest any such claim or demand.

1.4 Consent. Landlord consents to the assignment of the Lease by Golden Bear to Albina and Landlord agrees that such assignment shall not constitute a breach or default under the Lease.

1.5 No Release. Nothing contained herein shall serve to release Golden Bear or Witco Corporation from any liabilities or obligations to Landlord resulting from a breach of the Lease prior to the date hereof.

## ARTICLE II

### ESTOPPEL

2.1 Estoppel. Landlord confirms that:

(a) Landlord is not in default under the Lease, nor has any event occurred which, with the passage of time, the giving of notice, or both, would constitute a default or event of default by Landlord under the Lease;

(b) to Landlord's knowledge, Golden Bear is not in default under the Lease, nor has any event occurred which, with the passage of time, the giving of notice, or both, would constitute a default or event of default by Golden Bear under the Lease;

(c) the term of the Lease commenced on July 1, 1979 and shall terminate on June 30, 2000, unless extended in accordance with the five (5) year renewal option contained therein and

(d) the current rent payable under the Lease is \$57,938.14 per annum payable in annual installments. Such rent has been paid in full through June 30, 1999.

## ARTICLE III

### MISCELLANEOUS

3.1 Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties named herein and their respective successors and assigns. No party may assign its rights or duties under this Agreement without the prior written consent of the other parties.

3.2 Applicable Law. This Agreement shall be governed by and construed in accordance with the internal substantive laws of the State of Oregon.

3.3 Severability. The provisions of this Agreement shall be construed broadly so as

to effectuate the intent of the parties, but not so broadly as to require that any provision must be declared or be determined by any court to be illegal or invalid. If any provision is declared or determined to be illegal or invalid, the validity of the remaining provisions shall not be affected thereby and said illegal or invalid provision shall not be deemed to be a part of this Agreement.

3.4 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

3.5 Headings. The section and paragraph headings contained in this Assignment are for reference purposes only and shall not affect in any way the meaning or interpretation of this Assignment.

3.6 Other Rules of Construction. References in this Agreement to sections, schedules and exhibits are to sections of, and schedules and exhibits to, this Agreement unless otherwise indicated. Words in the singular include the plural and in the plural include the singular. The word "or" is not exclusive. The word "including" shall mean including, without limitation. The section and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

\* \* \*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

GOLDEN BEAR OIL SPECIALTIES  
GOLDEN BEAR ACQUISITION CORPORATION

By: *Carl R. Soderlind*  
Carl R. Soderlind  
Chairman and Chief Executive Officer

State of Oregon )  
County of Multnomah ) ss.

Witness, This instrument was acknowledge before me on this 2nd day of March, 1999 by Carl R. Soderlind, Chairman and Chief Executive Officer of Golden Bear Acquisition Corporation, on behalf of said corporation.



*Valinn Shull*  
Notary Public, State of Oregon  
My Commission Expires: 2/2/2001

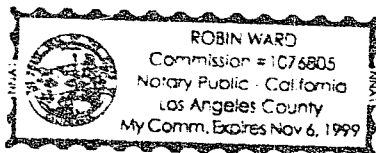
ALBINA FUEL COMPANY

By: *Al Anton*  
Its: *President*

California  
State of ~~Oregon~~ )  
County of Los Angeles ) ss.

This instrument was acknowledge before me on this 1st day of April, 1999 by Carl R. Soderlind, chairman of Albina Fuel Company on behalf of said company, and CEO of Golden Bear Oil Specialties Golden Bear Acquisition Corporation, on behalf of said corporation.

*Robin Ward*, Notary  
Notary Public, State of ~~Oregon~~ California  
My Commission Expires: NOV. 6, 1999



## GLAMRR PROPERTIES

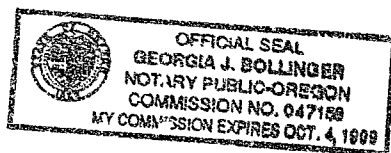
By  
Its*Thomas Rask, III*  
*Partner*

State of Oregon )

) ss.

County of *Klamath* )

This instrument was acknowledge before me on this *12<sup>th</sup>* day of <sup>*April*</sup> ~~March~~, 1999 by  
*Lester Rasksteel*, \_\_\_\_\_ of Glamrr Properties on behalf of said company



*Georgia J. Bollinger*  
Notary Public, State of Oregon  
My Commission Expires *10-9-99*

After recording please return to:  
Thomas R. Rask, III, OSB#93403  
Kell, Alterman & Runstein, L.L.P.  
1001 S.W. Fifth Avenue, Suite 1800  
Portland, Oregon 97204  
(503) 222-3531

## SCHEDULE I

A tract of land situated in the NW 1/4 NW 1/4 of Section 10, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a point on the South line of Hilyard Avenue, 867.74 feet East of the intersection of the South line of Hilyard Avenue and the East line of Washburn Way; thence South 00 degrees 26' 25" West 907.89 feet to a point; thence East 350.00 feet to a point; thence Northerly along the Westerly right of way line of the Burlington Northern Railroad to a point on the South boundary of Hilyard Avenue; thence West 300.41 feet to the point of beginning.

CODE 41 MAP 3909-10DB TL 100  
CODE 41 MAP 3909-10BB TL 100-0A1

STATE OF OREGON : COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title & Escrow the 19th day  
of April A.D. 1999 at 11:10 o'clock AM and duly recorded in Vol M99  
of Deeds on Page 14119

Linda Smith, County Clerk

FEE \$55.00

by Pauline + Henderson