

RECORDING REQUESTED BY

KEB LA FINANCIAL CORP.

AND WHEN RECORDED MAIL TO

KEB LA Financial Corp.
777 South Figueroa Street, Suite 3000
Los Angeles, California 90017



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131363-PW

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Ptn Gov Lot 5, 18-35-11 E W.M.

P46171

GENERAL SECURITY AGREEMENT

This General Security Agreement dated as of **October 27, 2008** (this "Agreement"), is made between **JON W. PRIGG and CHOM R. PRIGG** ("Debtor"), DBA SHIM SHELL, and **KEB LA FINANCIAL CORP.** ("Secured Party").

Statement of Consideration

To induce Secured Party to make or continue one or more loans or other financial accommodations at any time before, at or after the date hereof to or for the account of Jon W. Prigg and Chom R. Prigg (the "Obligor"), the Debtor grants this Security Agreement to Secured Party and agrees with Secured Party as follows:

Agreement

1 Definitions.

1.1 Incorporation by Reference. All terms defined in Schedule A annexed hereto are hereby incorporated by reference and all such terms and words so defined are used herein with the same meanings therein set forth. Note: Schedule A incorporates certain definitions contained in the Uniform Commercial Code of the State of Washington as amended and in effect from time to time.

1.2 Additional Definitions. The following terms shall have the following meanings for purposes of this Security Agreement (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

"Collateral" means, collectively, all of the personal property described on Schedule A annexed hereto in which Debtor has rights or the power to transfer rights, whether now owned or hereafter acquired, arising or existing.

“Event of Default” means: (i) any event, condition or act (including notice and lapse of time, if specified) which is defined or described as an event of default in any Loan Document; and (ii) in the case of any evidence of indebtedness constituting a Loan Document which does not prescribe any event of default therein, (A) the failure by Debtor to pay when due any such indebtedness, or (B) the occurrence of any event, condition or act (including notice and lapse of time, if specified) which pursuant to the terms of any such Loan Document gives Secured Party the right to accelerate the payment of any Obligation, regardless of whether Secured Party exercises such right.

“Financing Statements” mean all UCC Financing Statements to be filed in any public office to perfect the security interest granted under this Security Agreement.

“Loan Document” means any agreement, document or instrument executed by the Debtor or Obligor and delivered to Secured Party pertaining to any Obligation.

“Obligation” means all debts, liabilities and obligations of the Debtor or Obligor to the Secured Party of every nature (including without limitation any debts, liabilities or obligations pursuant to and under any interest rate swap or derivative agreement), whether now existing or hereafter incurred at any time or times, absolute or contingent, secured or unsecured, and any and all renewals or extensions thereof or of any portion thereof, including without limitation all principal, all interest, all prepayment premiums (if any), all late charges and all penalties and all expenses of collection or enforcement or attempted collection or enforcement thereof, including all reasonable fees and disbursements of Secured Party’s counsel in connection therewith, whether within or apart from any legal action or proceeding.

“UCC” means the Uniform Commercial Code of the State of Washington, as amended and in effect from time to time.

2. Security Interest, Filing and Actions Related to Collateral.

2.1 Collateral. The Debtor hereby grants to the Secured Party, a security interest in and lien on, and assigns and pledges to the Secured Party, all of the Debtor’s right, title and interest in and to the Collateral, whether now owned or hereafter acquired as security for the payment of all Obligations. Secured Party acknowledges that the attachment of its security interest in any commercial tort claim as original collateral is subject to the corresponding Debtor’s compliance with § 2.3.7 hereof.

2.2 Authorization to File Financing Statements. Debtor hereby irrevocably authorizes Secured Party at any time and from time to time to file in any Uniform Commercial Code jurisdiction any initial financing statements and amendments and addenda thereto that (a) indicate the Collateral (i) as all assets of Debtor or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the Uniform Commercial Code of the State or such jurisdiction, or (ii) as being of an equal or lesser scope or with greater detail, and (b) contain any other information required by Part 5 of Article 9 of the Uniform Commercial Code of the State for the sufficiency or filing office acceptance of any financing statement or amendment, including (i) whether Debtor is an organization, the type of



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organization and any organization identification number issued to Debtor and, (ii) in the case of a financing statement that covers as-extracted collateral or timber to be cut, or which is filed as a fixture filing and covers goods that are or are to become fixtures, a sufficient description of real property to which the Collateral relates. Debtor agrees to furnish any such information to Secured Party promptly upon request. Debtor also ratifies its authorization for Secured Party to have filed in any Uniform Commercial Code jurisdiction any like initial financing statements if filed prior to the date hereof. Debtor shall pay the cost of filing financing statements, amendments and addenda, continuation statements and other documents pursuant to the UCC the same in all public offices where filing is necessary or reasonably requested by the Secured party and will pay any and all recording, transfer or filing taxes that may be due in connection with any such filing.

2.3 Other Actions. Further to insure the attachment, perfection and first priority of, and the ability of Secured Party to enforce, Secured Party's security interest in the Collateral, Debtor agrees, at the Debtor's expense, to take the following actions with respect to the following Collateral:

2.3.1 Promissory Notes and Tangible Chattel Paper. If Debtor shall at any time hold or acquire any promissory notes or tangible chattel paper, Debtor shall forthwith endorse, assign and deliver the same to Secured Party, accompanied by such instruments of transfer or assignment duly executed in blank as Secured Party may from time to time specify.

2.3.2 Deposit Accounts. For each deposit account that Debtor at any time opens or maintains, Debtor shall, at Secured Party's request and option, pursuant to an agreement in form and substance satisfactory to Secured Party, either (a) cause the depository bank to agree to comply at any time with instructions from Secured Party to such depository bank directing the disposition of funds from time to time credited to such deposit account, without further consent of Debtor, or (b) arrange for Secured Party to become the customer of the depository bank with respect to the deposit account, with Debtor being permitted, only with the consent of Secured Party, to exercise rights to withdraw funds from such deposit account. Secured Party agrees with Debtor that Secured Party shall not give any such instructions or withhold any withdrawal rights from Debtor, unless an Event of Default has occurred and is continuing, or, after giving effect to any withdrawal not otherwise permitted by the Loan Documents, would occur. The provisions of this paragraph shall not apply to (i) any deposit account for which Debtor, the depository bank and Secured Party have entered into a cash collateral agreement specially negotiated among Debtor, the depository bank and Secured Party for the specific purpose set forth therein, (ii) deposit accounts for which Secured Party is the depository and (iii) deposit accounts specially and exclusively used for payroll, payroll taxes and other employee wage and benefit payments to or for the benefit of Debtor's employees.

2.3.3 Investment Property. If Debtor shall at any time hold or acquire any certificated securities, Debtor shall forthwith endorse, assign and deliver the same to Secured Party, accompanied by such instruments of transfer or assignment duly executed in blank as Secured Party may from time to time specify. If any securities now or hereafter acquired by Debtor are uncertificated and are issued to Debtor or its nominee directly by the issuer thereof, Debtor shall immediately notify Secured Party thereof and, at Secured Party's request and option, pursuant to



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an agreement in form and substance satisfactory to Secured Party, either (a) cause the issuer to agree to comply with instructions from Secured Party as to such securities, without further consent of Debtor or such nominee, or (b) arrange for Secured Party to become the registered owner of the securities. If any securities, whether certificated or uncertificated, or other investment property now or hereafter acquired by Debtor are held by Debtor or its nominee through a securities intermediary or commodity intermediary, Debtor shall immediately notify Secured Party thereof and, at Secured Party's request and option, pursuant to an agreement in form and substance satisfactory to Secured Party, either (i) cause such securities intermediary or (as the case may be) commodity intermediary to agree to comply with entitlement orders or other instructions from Secured Party to such securities intermediary as to such securities or other investment property, or (as the case may be) to apply any value distributed on account of any commodity contract as directed by Secured Party to such commodity intermediary, in each case without further consent of Debtor or such nominee, or (ii) in the case of financial assets or other investment property held through a securities intermediary, arrange for Secured Party to become the entitlement holder with respect to such investment property, with Debtor being permitted, only with the consent of Secured Party, to exercise rights to withdraw or otherwise deal with such investment property. Secured Party agrees with Debtor that Secured Party shall not give any such entitlement orders or instructions or directions to any such issuer, securities intermediary or commodity intermediary, and shall not withhold its consent to the exercise of any withdrawal or dealing rights by Debtor, unless an Event of Default has occurred and is continuing, or, after giving effect to any such investment and withdrawal rights not otherwise permitted by the Loan Documents, would occur. The provisions of this paragraph shall not apply to any financial assets credited to a securities account for which Secured Party is the securities intermediary.

2.3.4 Collateral in the Possession of a Bailee. If any goods of Debtor are at any time in the possession of a bailee, Debtor shall promptly notify Secured Party thereof and, if requested by Secured Party, shall promptly obtain an acknowledgment from the bailee, in form and substance satisfactory to Secured Party, that the bailee holds such Collateral for the benefit of Secured Party and shall act upon the instructions of Secured Party, without the further consent of Debtor. Secured Party agrees with Debtor that Secured Party shall not give any such instructions unless an Event of Default has occurred and is continuing or would occur after taking into account any action by Debtor with respect to the bailee.

2.3.5 Electronic Chattel Paper and Transferable Records. If Debtor at any time holds or acquires an interest in any electronic chattel paper or any "transferable record," as that term is defined in Section 201 of the Federal Electronic Signatures in Global and National Commerce Act, or in §16 of the Uniform Electronic Transactions Act as in effect in any relevant jurisdiction, Debtor shall promptly notify Secured Party thereof and, at the request of Secured Party, shall take such action as Secured Party may reasonably request to vest in Secured Party control, under §9-105 of the Uniform Commercial Code, of such electronic chattel paper or control under Section 201 of the federal Electronic Signatures in Global and National Commerce Act or, as the case may be, §16 of the Uniform Electronic Transactions Act, as so in effect in such jurisdiction, of such transferable record. Secured Party agrees with Debtor that Secured Party will arrange, pursuant to procedures satisfactory to Secured Party and so long as such procedures will not result in Secured Party's loss of control, for Debtor to make alterations to the



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electronic chattel paper or transferable record permitted under UCC §9-105 or, as the case may be, Section 201 of the Federal Electronic Signatures in Global and National Commerce Act or §16 of the Uniform Electronic Transactions Act for a party in control to make without loss of control, unless an Event of Default has occurred and is continuing or would occur after taking into account any action by Debtor with respect to such electronic chattel paper or transferable record.

2.3.6 Letter-of-Credit Rights. If Debtor is at any time a beneficiary under a letter of credit now or hereafter issued in favor of Debtor, Debtor shall promptly notify Secured Party thereof and, at the request and option of Secured Party, Debtor shall, pursuant to an agreement in form and substance satisfactory to Secured Party, either (i) arrange for the issuer and any confirmer of such letter of credit to consent to an assignment to Secured Party of the proceeds of any drawing under the letter of credit or (ii) arrange for Secured Party to become the transferee beneficiary of the letter of credit, with Secured Party agreeing, in each case, that the proceeds of any drawing under the letter to credit are to be applied.

2.3.7 Commercial Tort Claims. If Debtor shall at any time hold or acquire a commercial tort claim, Debtor shall immediately notify Secured Party in a writing signed by Debtor of the brief details thereof and grant to Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Security Agreement, with such writing to be in form and substance satisfactory to Secured Party.

2.3.8 Other Actions as to any and all Collateral. Debtor further agrees to take any other action reasonably requested by Secured Party to insure the attachment, perfection and first priority of, and the ability of Secured Party to enforce, Secured Party's security interest in any and all of the Collateral including, without limitation, (a) executing, delivering and, where appropriate, filing financing statements and amendments relating thereto under the Uniform Commercial Code, to the extent, if any, that Debtor's signature thereon is required therefor, (b) causing Secured Party's name to be noted as secured party on any certificate of title for a titled good if such notation is a condition to attachment, perfection or priority of, or ability of Secured Party to enforce, Secured Party's security interest in such Collateral, (c) complying with any provision of any statute, regulation or treaty of the United States as to any Collateral if compliance with such provision is a condition to attachment, perfection or priority of, or ability of Secured Party to enforce, Secured Party's security interest in such Collateral, (d) obtaining governmental and other third party consents and approvals, including without limitation any consent of any licensor, lessor, or other person obligated on Collateral, (e) obtaining waivers from mortgagees and landlords in form and substance satisfactory to Secured Party and (f) taking all actions required by any earlier versions of the Uniform Commercial Code or by other law, as applicable in any relevant Uniform Commercial Code jurisdiction or by other law as applicable in any foreign jurisdiction.

2.3.9 Relation to Other Security Documents. The provisions of this Security Agreement supplement the provisions of any real estate mortgage or deed of trust granted by Debtor to Secured Party and securing the payment or performance of any of the Obligations. Nothing contained in any such real estate mortgage or deed of trust shall derogate from any of the rights or remedies of Secured Party hereunder.



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3. Representations, Warranties and Covenants. Debtor represents, warrants and covenants that:

3.1 Jurisdiction of Organization. Debtor will not change its Jurisdiction of Organization without the prior written consent of Secured Party, which consent will not be withheld except and unless the priority of Secured Party's security interest in any of the Collateral would be adversely affected.

3.2 Insurance. Debtor, at its sole cost and expense, will insure the Collateral in the name of and with loss or damage payable solely to Secured Party, as its interest may appear, against such risks, with such companies and in such amounts, as may be required by Secured Party from time to time (all such policies providing 30 days minimum written notice to Secured Party of cancellation), and Debtor will deliver to Secured Party the original or duplicate policies, or certificates or other evidence satisfactory to Secured Party attesting thereto, and Debtor will promptly notify Secured Party of any loss or damage to any Collateral or arising from its use. At its option, Secured Party may apply any insurance monies received at any time to the cost of repairs to or replacements for the Collateral and/or to payment of the Obligations, whether or not due, in any order Secured Party may determine, any surplus (after payment of all costs, reasonable attorneys' fees and disbursements) to be remitted to Debtor, who shall remain liable for my deficiency;

3.3 Further Assurances. Debtor will, at its sole cost and expense, perform all acts and execute all documents requested by Secured Party from time to time to evidence, perfect, maintain or enforce Secured Party's security interest granted herein, and to effectuate or maintain the priority thereof, or otherwise to carry out the provisions and purposes of this Agreement.

3.4 Miscellaneous Collateral Provisions. Debtor further covenants with Secured Party as follows:

3.4.1 The Collateral, to the extent not delivered to Secured Party will be kept at Debtor place(s) of business, and Debtor shall not remove the Collateral from such locations, without providing at least 30 days prior written notice to Secured Party;

3.4.2 Debtor shall defend the same against all claims and demands of all persons at any time claiming the same or any interests therein adverse to Secured Party and Debtor shall not assign, pledge, mortgage or create, or suffer to exist a security interest in the Collateral in favor of any person other than Secured Party without the written consent of Secured Party;

3.4.3 Debtor will pay before the same become delinquent all taxes, assessments, governmental charges and levies upon the Collateral or incurred in connection with the use or operation of such Collateral or incurred in connection with this Agreement;

3.4.4 Debtor will continue to operate, its business in compliance with all applicable provisions of the federal Fair Labor Standards Act, as amended, and with all applicable provisions of federal, state and local statutes and ordinances dealing with the control, shipment, storage or disposal of hazardous materials or substances.



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3.4.5 Debtor will not sell or otherwise dispose, or offer to sell or otherwise dispose, of the Collateral or any interest therein except (i) in the ordinary course of business and (ii) so long as no Event of Default has occurred and is continuing, sales or other dispositions of other assets no longer used or useful in the conduct of Debtor's business;

3.4.6 Secured Party may, in its discretion, at any time and from time to time, whether or not an Event of Default has occurred, in its name or Debtor's or otherwise, notify any account debtor or obligor of any Account, General Intangible, Chattel Paper, Note or Instrument to make payment to Secured Party;

3.4.7 Secured Party may, in its discretion, at any time and from time to time, for the account of Debtor, pay any amount or do any act required of Debtor hereunder and which Debtor fails to do or pay, and any such payment shall be deemed an Obligation payable on demand together with interest at the highest rate then payable on any of the Obligations;

3.4.8 Debtor will not permit any of the Collateral consisting of inventory to be located in a public warehouse or in a warehouse where similar goods owned by other persons are also located without the written consent of Secured Party;

3.4.9 If any of the Collateral at any time consists of instruments, documents, chattel paper or letters of credit, Debtor shall, immediately upon receipt or creation of such Collateral, deliver such Collateral in its original form to Secured Party, duly endorsed to Secured Party or in blank or accompanied by appropriate stock or bond powers;

3.4.10 Debtor will pay Secured Party for any sums, costs, and expenses which Secured Party may pay or incur pursuant to the provisions of this Agreement or in negotiating, executing, perfecting, amending, defending, protecting or enforcing this Agreement or the security interest granted herein or in enforcing payment of the Obligations or otherwise in connection with the provisions hereof, including but not limited to court costs, collection charges, travel expenses, and reasonable attorneys fees, all of which, together with interest at the highest rate then payable on any of the Obligations, shall be part of the Obligations and be payable on demand;

3.4.11 Secured Party may, in its discretion, at any time and from time to time, assign, transfer or deliver to any transferee of any Obligations any of the Collateral, whereupon Secured Party shall be fully discharged from all responsibility and the transferee shall be invested with all powers and rights of Secured Party hereunder with respect thereto, but Secured Party shall retain all rights and powers with respect to any Collateral not assigned, transferred or delivered;

3.4.12 Debtor will keep the Collateral in good repair, working order and condition and, from time to time, make all needful and proper repairs, renewals, replacements, additions and improvements thereto, so that the business carried on by Debtor may be properly and advantageously conducted at all times in accordance with prudent business management;

3.4.13 Debtor has made, and will continue to make, payment or deposit, or otherwise has provided and will provide for the payment, when due, of all taxes, assessments or contributions or other public or private charges which have been or may be levied or assessed against Debtor, whether with respect to any Collateral, to any wages or salaries paid by Debtor, or otherwise, and



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will deliver to Secured Party, on demand, certificates or other evidence satisfactory to Secured Party attesting thereto: and

3.4.14 Secured Party shall at all times have free access to and right of inspection of the Collateral and any records pertaining thereto (and the right to make extracts from and to receive from Debtor originals or true copies of such records and any papers and instruments relating to any Collateral upon request therefor).

4. Remedies Upon Default. Upon the occurrence and during the continuance of an Event of Default, Secured Party may, without notice to or demand upon Debtor, declare any Obligations immediately due and payable and Secured Party shall have the following rights and remedies (to the extent permitted by applicable law), in addition to all rights and remedies of a secured party under the UCC, all such rights and remedies being cumulative, not exclusive and enforceable alternatively, successively or concurrently:

4.1 Secured Party may at my time and from time to time, with or without judicial process or the aid and assistance of others, enter upon any premises in which any Collateral may be located and, without resistance or interference by Debtor, take possession of the Collateral, and/or dispose of any Collateral on any such premises, and/or require Debtor to assemble and make available to Secured Party at the expense of Debtor any Collateral at any place and time designated by Secured Party which is reasonably convenient to both parties, and/or remove any Collateral from any such premises for the purpose of effecting sale or other disposition thereof (and if any of the Collateral consists of motor vehicles, Secured Party may use Debtor's license plates), and/or sell, resell, lease, assign and deliver, grant options for or other-wise dispose of any Collateral in its then condition or following any commercially reasonable preparation or processing, at public or private sale or proceedings or otherwise, by one or more contracts, in one or more parcels, at the same or different times, with or without having the Collateral at the place of sale or other disposition, for cash and/or credit, and upon any terms, at such place(s) and time(s) and to such person(s) as Secured Party deems best, all without demand, notice or advertisement whatsoever except that where an applicable statute requires reasonable notice of sale or other disposition Debtor hereby agrees that the sending of 10 days' notice as provided in Section 10 hereof shall be deemed reasonable notice thereof. If any Collateral is sold by Secured Party upon credit or for future delivery, Secured Party shall not be liable for the failure of the purchaser to pay for same and in such event Secured Party may resell such Collateral. Secured Party may buy any Collateral at any public sale and, if any Collateral is of a type customarily sold in a recognized market or is of the type which is the subject of widely distributed standard price quotations, Secured Party may buy such Collateral at private sale and in each case may make payment therefor by any means.

4.2 Secured Party may apply the cash proceeds actually received from any sale or other disposition of Collateral to the reasonable expenses of retaking, holding, preparing for sale, selling, leasing and the like, to reasonable attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party in attempting to collect the Obligations or enforce this Agreement or in the prosecution or defense of any action or proceeding related to the subject matter of this Agreement; and then to the Obligations in such order and as to principal or interest as Secured Party may desire; and Debtor shall remain liable and will pay Secured Party on



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demand any deficiency remaining after the application of such cash proceeds, together with interest thereon at the highest rate then payable on the Obligations, and the balance of any expenses unpaid, with any surplus to be paid to Debtor, subject to any duty of Secured Party imposed by law to the holder of any subordinate security interest in the Collateral known to Secured Party.

4.3 Secured Party may appropriate, set off and apply to the payment of the Obligations, any Collateral in or coming into the possession of Secured Party or its agents, without notice to Debtor and in such manner as Secured Party may in its discretion determine.

5. Power of Attorney. To effectuate the terms and provisions hereof, Debtor hereby designates and appoints Secured Party and each of its designees or agents as attorney-in-fact of Debtor, irrevocably and with power of substitution, with authority to: (i) endorse the name of Debtor on any notes, acceptances, checks, drafts, money orders, instruments or other evidences of Collateral that may come into Secured Party's possession; (ii) sign the name of Debtor on any invoices, documents, drafts against and notices to account debtors or obligors of Debtor, assignments and requests for verification of accounts; (iii) execute proofs of claim and loss; (iv) execute endorsements, assignments or other instruments of conveyance or transfer; (v) adjust and compromise any claims under insurance policies or otherwise; (vi) execute releases; (vii) receive, open and dispose of all mail addressed to Debtor and, upon the occurrence of an Event of Default, notify the Post Office authorities to change the address for delivery of mail addressed to Debtor to such address as Secured Party may designate; (viii) execute and file UCC financing statements and/or amendments thereto; and (ix) do all other acts and things necessary or advisable in the sole discretion of Secured Party to carry out and enforce this Agreement or the Obligations. All acts done under the foregoing authorization are hereby ratified and approved and neither Secured Party nor any designee or agent thereof shall be liable for any acts of commission or omission, for any error of judgment or for any mistake of fact or law, provided that Secured Party or any designee or agent thereof shall not be relieved of liability to the extent it is determined by a final judicial decision that its act, error or mistake constituted gross negligence or willful misconduct. This power of attorney being coupled with an interest is irrevocable while any Obligations shall remain unpaid.

6. Care of Collateral. Secured Party shall have the duty to exercise reasonable care in the custody and preservation of the Collateral in its possession, which duty shall be fully satisfied if Secured Party accords such Collateral treatment substantially the same as that which it accords similar property owned by it. Except for any claims, causes of action or demands arising out of Secured Party's failure to perform its agreements set forth in the preceding sentence, Debtor releases Secured Party from any claims, causes of action and demands at any time arising out of or with respect to this Agreement, the Obligations, the Collateral and its use and/or any actions taken or omitted to be taken by Secured Party with respect thereto, and Debtor hereby agrees to hold Secured Party harmless from and with respect to any and all such claims, causes of action and demands. Secured Party's prior recourse to any Collateral shall not constitute a condition of any demand, suit or proceeding for payment or collection of the Obligations.



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7. Waivers. No act, omission or delay by Secured Party shall constitute a waiver of its rights and remedies hereunder or otherwise. No single or partial waiver by Secured Party of any Event of Default or right or remedy which it may have shall operate as a waiver of any other Event of Default, right or remedy or of the same Event of Default, right or remedy on a future occasion. Debtor hereby waives presentment, notice of dishonor and protest of all instruments included in or evidencing any Obligations or Collateral, and all other notices and demands whatsoever (except as expressly provided herein).

8. Governing Law. The whole of this Security Agreement and the rights and obligations of the Debtor and the Secured Party hereunder shall be governed, construed and interpreted in accordance with, the laws of the State of California without regard to any conflicts-of-laws rules which would require the application of the laws of any other jurisdiction.

9. **SUBMISSION TO JURISDICTION; WAIVER OF TRIAL BY JURY, ETC..** ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF CALIFORNIA OR THE COURTS OF THE UNITED STATES OF AMERICA FOR THE WESTERN DISTRICT OF CALIFORNIA, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, DEBTOR HEREBY ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS. DEBTOR HEREBY IRREVOCABLY WAIVES, IN CONNECTION WITH ANY SUCH ACTION OR PROCEEDING, (I) TRIAL BY JURY, (II) ANY OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREFTER RAISE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN SUCH RESPECTIVE JURISDICTIONS AND (III) THE RIGHT TO INTERPOSE ANY SETOFF, NON-COMPULSORY COUNTERCLAIM OR CROSS-CLAIM.

10. Notices. All notices and other communications to any party hereunder shall be in writing and shall be personally delivered or sent by certified mail, postage prepaid, return receipt requested, or by a reputable courier delivery service or by telecopy and shall be given to the telecopier number or address for such party set forth below such party's signature to this Agreement, or to such other telecopier number or address as such party may hereafter specify by notice to the other party. Each such notice or other communication shall be effective (a) if given by telecopier, when such telecopy is transmitted to the telecopier number specified by this Section and the appropriate answerback or confirmation is received, (b) if given by certified mail, 4 business days after such communication is deposited with the post office, addressed as aforesaid or (c) if given by any other means (including, without limitation, by courier), when delivered at the address specified by this Section.

11. Security Interest Absolute. All rights of Secured Party and the security interests granted herein, and all obligations of Debtor hereunder, shall be absolute and unconditional irrespective of: (a) any lack of validity or enforceability of any agreement or instrument relating to the Obligations; (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any



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departure from any agreement or instrument relating to the Obligations; (c) any exchange, release or non-perfection of any other collateral, or any release or amendment or waiver of or consent to departure from any guarantee, for all or any of the Obligations; or (d) any other circumstance which might otherwise constitute a defense available to, or a discharge of, Debtor or any other person or entity.

12. Amendments and Waivers; Partial Invalidity; Acknowledgment of Receipt. No provision hereof shall be modified, altered or limited except by a written instrument executed by the party to be charged. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby. Debtor acknowledges receipt of a copy of this Agreement.

13. Benefit of Agreement; Continuing Security Interest. This Agreement and all Obligations shall be binding upon the heirs, executors, legal representatives, administrators, successors and assigns of Debtor and shall, together with the rights and remedies of Secured Party hereunder, inure to the benefit of Secured Party, its successors, endorsees and assigns; provided, however, Debtor may not assign, transfer or delegate any of its rights or obligations hereunder without the express prior written consent of Secured Party. This Agreement shall create a continuing security interest in the Collateral which shall remain in full force and effect until payment in full of the Obligations and termination of any commitment by Secured Party to make loans or other financial accommodations to or for the benefit of Debtor has been acknowledged in writing by Secured Party.

14. Counterparts; Captions; Entire Agreement. This Agreement may be executed in any number of counterparts. The captions of the Sections of this Agreement have been inserted for convenience only and shall not in my way affect the meaning or construction of any provision of this Agreement. This Agreement represents the agreement of Debtor with respect to the subject matter hereof and there are no promises or representations by Debtor or Secured Party relative to the subject matter hereof not reflected herein.

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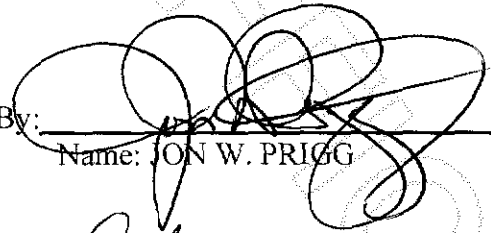
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IN WITNESS WHEREOF; this Agreement was duly executed and delivered by the undersigned as of the date first above written.

JON W. PRIGG AND CHOM R. PRIGG
DBA: SHIM SHELL

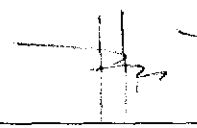
Address: 60070 State Route 20
Mablemount, WA 98267

By: 
Name: JON W. PRIGG

By: 
Name: CHOM R. PRIGG

SECURED PARTY:

KEB LA FINANCIAL CORP.

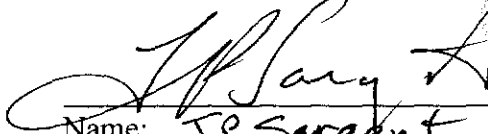
BY: 
Name: Jae Won Lee
Title :General Manager
Address: 31721 Pacific Hwy S. Unit B
Federal Way, WA 98003
Telecopy No: 253-946-0393

State of WASHINGTON)
County of Snohomish) ss

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **JON W. PRIGG AND CHOM R. PRIGG**, to be known to be the individuals that executed the foregoing instrument, and acknowledged the said instrument to be their free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed this 28th day of October, 2008.




Name: J.P. Sargent
Notary Public in and for the State of Washington
Residing in Edmonds
My commission expires 8/22/2011



200811030098
Skagit County Auditor

State of WASHINGTON)
) ss
County of King)

On this day before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **JAE WON LEE** to be known to be the individuals that executed the foregoing instrument, and acknowledged the said instrument to be their free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed this 17th day of October, 2008.



Hee Jin Kim
Name: LEE JAE KIM
Notary Public in and for the State of Washington
Residing in Federal Way WA
My commission expires 08/15/2012



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Skagit County Auditor

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SCHEDULE A
(Page 1 of 3)
to

Security Agreement and UCC-1 Financing Statement
Jon W. Prigg and Chom R. Prigg as "Debtor"
KEB LA Financial Corp. as "Secured Party"

Collateral Description:

All of the following types of Collateral, now owned or hereafter acquired, arising or existing, as such types are defined in the Uniform Commercial Code of Washington, as amended and in effect from time to time, and intending thereby to include as Collateral all personal property of the Debtor:

- | | | |
|---------------------------------|--|----------------------------------|
| 1. Accessions | 21. Fixtures | 40. Promissory Notes |
| 2. Accounts | 22. General Intangibles | 41. Records |
| 3. As-Extracted Collateral | 23. Goods | 42. Securities Accounts |
| 4. Assets | 24. Health-Care-Insurance
Receivables | 43. Securities |
| 5. Cash Proceeds | 25. Instructions | 44. Securities Certificates |
| 6. Certificated Securities | 26. Instruments | 45. Security Entitlements |
| 7. Checks | 27. Inventory | 46. Software |
| 8. Chattel Paper | 28. Investment Property | 47. Supply Contracts |
| 9. Commercial Tort
Claims | 29. Items | 48. Supporting Obligations |
| 10. Commodity Accounts | 30. Leasehold Interests | 49. Tangible Chattel Paper |
| 11. Commodity Contracts | 31. Letter-of Credit Rights | 50. Uncertificated
Securities |
| 12. Contracts for Sale | 32. Manufactured Homes | |
| 13. Deposit Accounts | 33. Nonnegotiable
Instruments | |
| 14. Documents | 34. Noncash Proceeds | |
| 15. Drafts | 35. Notes | |
| 16. Electronic Chattel
Paper | 36. Payment Intangibles | |
| 17. Entitlement Orders | 37. Payment Orders | |
| 18. Equipment | 38. Proceeds | |
| 19. Farm Products | 39. Proceeds of a Letter of
Credit | |
| 20. Financial Assets | | |



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SCHEDULE A
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Jon W. Prigg and Chom R. Prigg as "Debtor"
KEB LA Financial Corp. as "Secured Party"

IN FURTHERANCE OF THE FOREGOING TYPES OF COLLATERAL, AND WITHOUT LIMITATION THEREOF, all of the following property, now owned or hereafter acquired, arising or existing, together with all proceeds thereof:

51. All certificates of deposit and all uncertificated certificates of deposit.
52. All insurance covering any type of Collateral described in this Schedule A or any part thereof against risks of fire, flood, theft, loss, nonconformity of, defects or infringement of rights in, or damage or any other risk of loss whatsoever (the "Insurance").
53. All of Debtor's right, title and interest in all of its books, records, ledger sheets, files and other data and documents, including records in any form (digital or other) and recorded in or through any tangible medium (magnetic, lasergraphic or other) and all is retrievable in perceivable form, together with all machinery and processes (including computer programming instructions) required to read and print such records relating to any types of Collateral described in this Schedule A (the "Records").
54. All patent rights throughout the world, including all letters patents, patent applications, patent licenses, patentable inventions, modifications and improvements thereof, all rights to any and all letters patent and applications for letters patent, all divisions, renewals, reissues, continuations, continuations-in-part, extensions and reexaminations of any of the foregoing, all shop rights, all proceeds of, and rights associated with any of the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any of the foregoing and for breach or enforcement of any of the foregoing, and all rights corresponding to each of the foregoing throughout the world (the "Patent Rights").
55. All information concerning the subject matter of the Patent Rights, and all other confidential or proprietary or useful information and all know-how and common law or statutory trade secrets obtained by or used in or contemplated at any time for use in the business of Debtor, and all other research and development work by Debtor whether or not the same is a patentable invention, including without limitation all design and engineering data, shop rights, instructions, procedures, standards, specifications, plans, drawings and designs (the "Technical Information").
56. All trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing items being called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, all Trademark licenses, all reissues, extensions or renewals of any of the foregoing items all of the goodwill of the business connected with the use of, and symbolized by the foregoing items all proceeds of, and rights associated with, the foregoing, including any claim by Debtor against third parties for past, present or



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future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license (the "Trademark Rights").

57. All copyrights and all semiconductor chip product mask works of Debtor, whether statutory or common law, registered or unregistered, now or hereafter in force throughout the world, including, without limitation, all of Debtor's right, title and interest in and to all copyrights and mask works registered in the United States Copyright Office or anywhere else in the world and all applications for registration thereof, whether pending or in preparation, all copyright and mask work licenses, the right to sue for past, present and future infringements of any thereof, all rights corresponding thereto throughout the world, all extensions and renewals of any thereof and all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit (the "Copyrights").
58. (A) all computer and other electronic data processing hardware, integrated computer systems, central processing units, memory units, display terminals, printers, features, computer elements, card readers, tape drives, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers, accessories and all peripheral devices and other related computer hardware, whether now owned, licensed or leased or hereafter acquired by Debtor; (B) all software programs including source code and object code and all related applications and data files, whether now owned, licensed or leased or hereafter acquired by Debtor, designed for use on the computers and electronic data processing hardware described in clause (A) above; (C) all firmware associated therewith, whether now owned, licensed or leased or hereafter acquired by Debtor; (D) all documentation (including flow charts, logic diagrams, manuals, guides and specifications) for such hardware, software and firmware described in the preceding clauses (A), (B) and (C), whether now owned, licensed or leased or hereafter acquired by Debtor; and (v) all rights with respect to all of the foregoing, including, without limitation, any and all copyrights, licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications and any substitutions, replacements, additions or model conversions of any of the foregoing (the "Computer Hardware and Software").



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Skagit County Auditor

Schedule "A-1"

131363-PW

DESCRIPTION:

PARCEL "A":

Lot 1, Short Plat No. 29-76, approved July 1, 1976, recorded July 6, 1976, in Book 1 of Short Plats, page 143, under Auditor's File No. 838496, being a portion of Government Lot 5, Section 18, Township 35 North, Range 11 East, W.M.

Situate in the County of Skagit, State of Washington.

PARCEL "B":

The West 150 feet of the following described tract of land:

That portion of Government Lot 5 in Section 18, Township 35 North, Range 11 East, W.M., described as follows:

Beginning at the Northeast corner of said Government Lot 5;
thence South 209 feet;
thence West 418 feet;
thence North 209 feet to the section line;
thence East along the section line to the point of beginning, EXCEPT road along the North line thereof.

Situate in the County of Skagit, State of Washington.



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