

**SECURITY ASSIGNMENT OF COMMERCIAL LEASES**

For value received, the receipt and sufficiency of which is hereby acknowledged, the undersigned, **Fremont Motor Sheridan, Inc.**, a Wyoming corporation, hereby sells, assigns, transfers, and sets over to **Community First National Bank of Lander**, 303 Main Street, Lander, Wyoming 82520, a United States banking corporation, hereinafter "Bank", its Lessee's interest in certain Commercial Leases of property located at 1614 Coffeen Avenue, Sheridan, Wyoming 82801. Copies of said Commercial Leases dated October 29, 1999 are attached hereto and marked Exhibits "A", "B", "C", and "D".

The purpose of this Assignment is to secure a certain loan (the "Note") made this day by Bank to Fremont Motor Sheridan, Inc., James E. Guschewsky, and Charles F. Guschewsky.

Notwithstanding the foregoing, as long as no event of default under the Note shall exist, Fremont Motor Sheridan, Inc. shall continue to pay all monies due and payable to Marie Sabo and shall be entitled to possession of the leased property. Upon payment in full of the Note, this Assignment shall be of no further force or effect. Only upon default by the borrowers in payment of the "Note" under the terms specified therein, Bank shall be entitled to full possession of the leased property and shall be thereafter considered in all respects as the Lessee under the four (4) Commercial Leases identified above. Bank shall be entitled to make all lease payments to Marie Sabo, who shall accept said payments from Bank as payment of the Lessee's obligation under the above-described four Commercial Leases.

In the event Fremont Motor Sheridan, Inc. shall be in default under the terms of the Note to Bank, Bank shall immediately provide notice of said default by certified mail, return receipt requested to Marie Sabo, 1220 North Main Street, Sheridan, Wyoming 82801, or such other address as Marie Sabo or her agents shall later designate. Said notice of default provided by Bank shall specify that Fremont Motor

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Sheridan, Inc. is in default under its obligations under the Note and that Bank, pursuant to this Security Assignment, has taken assignment of Fremont Motor Sheridan, Inc.'s interest under the four Commercial Leases identified above and will make all payments and perform all other obligations of the Lessee under said Commercial Leases.

IN WITNESS WHEREOF, the undersigned have here unto set their hands this  
30th day of December, 1999.

**FREMONT MOTOR SHERIDAN, INC.**

By: [Signature]  
Title: PRES

[Signature]  
**JAMES E. GUSCHEWSKY**

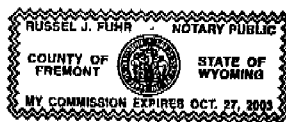
[Signature]  
**CHARLES E. GUSCHEWSKY**

**ACKNOWLEDGMENTS**

STATE OF WYOMING     )  
                                      : SS  
COUNTY OF Fremont     )

The foregoing SECURITY ASSIGNMENT OF COMMERCIAL LEASES was acknowledged before me this 31st day of December, 1999, by Charles Guschewsky, as President of Fremont Motor Sheridan, Inc.

WITNESS my hand and official seal.



[Signature]  
**NOTARY PUBLIC**

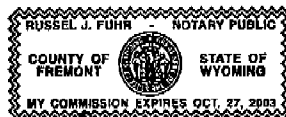
My commission expires: 10-27-2003

CONFIDENTIAL SECURITY ASSIGNMENT  
 SECURITY ASSIGNMENT

STATE OF WYOMING )  
 : ss  
 COUNTY OF Fremont )

The foregoing SECURITY ASSIGNMENT OF COMMERCIAL LEASES was  
 acknowledged before me this 30th day of December, 1999, by  
**JAMES E. GUSCHEWSKY.**

WITNESS my hand and official seal.



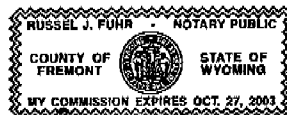
Russel J. Fuhr  
 NOTARY PUBLIC

My commission expires: 10-27-2003

STATE OF WYOMING )  
 : ss  
 COUNTY OF Fremont )

The foregoing SECURITY ASSIGNMENT OF COMMERCIAL LEASES was  
 acknowledged before me this 31st day of December, 1999, by  
**CHARLES F.. GUSCHEWSKY.**

WITNESS my hand and official seal.



Russel J. Fuhr  
 NOTARY PUBLIC

My commission expires: 10-27-2003

**CONSENT TO SECURITY ASSIGNMENT  
OF COMMERCIAL LEASES**

The undersigned, Marie Sabo, hereby consents to the Security Assignment of the four Commercial Leases described above, and in the event of default by Fremont Motor Sheridan, Inc. on its obligations under the Note to Bank, Marie Sabo agrees to accept payment on the four Commercial Leases from Bank in place of payment by Fremont Motor Sheridan, Inc.

DATED this 30th day of December, 1999.

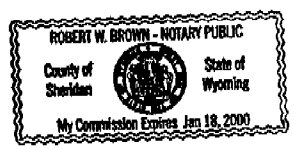
  
MARIE SABO

**ACKNOWLEDGMENT**

STATE OF WYOMING     )  
                                  : ss  
COUNTY OF SHERIDAN )

The foregoing **CONSENT TO SECURITY ASSIGNMENT OF COMMERCIAL LEASES** was acknowledged before me this 6th day of January, 2000, by Marie Sabo.

WITNESS my hand and official seal.



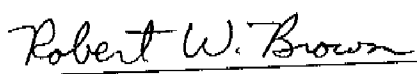
  
NOTARY PUBLIC  
My commission expires: Jan. 18, 2000

EXHIBIT A

COMMERCIAL LEASE

Whereas Fremont Motor Sheridan, Inc., a Wyoming corporation has taken assignment of a Lease Agreement between Marie Sabo, as Lessor, and Gasamat Oil Corporation, as Lessee, dated May 21, 1992 and effective as of March 1, 1992, and

Whereas Fremont Motor Sheridan, Inc., a Wyoming corporation, has taken assignment of a Lease Agreement between Marie Sabo, as Lessor, and Gasamat of Wyoming, Inc., as Lessee, dated April 8, 1994 and effective as of April 1, 1994, and

Whereas Fremont Motor Sheridan, Inc., a Wyoming corporation, and Marie Sabo wish to enter into a new lease to replace the above described leases and provide for options to extend the lease term,

Now, therefore, this Commercial Lease, which shall supercede the above described Lease Agreements, is entered into between Marie Sabo, of 1220 North Main Street, Sheridan, Wyoming 82801, hereinafter called "Lessor", and Fremont Motor Sheridan, Inc., a Wyoming corporation, of 1614 Coffeen Avenue, Sheridan, Wyoming 82801, hereinafter called "Lessee", as follows:

In consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION ONE

LEASE OF PREMISES

1.1 Lessor leases to Lessee the premises described below, subject to the terms and conditions of this Lease:

Beginning at a point on the Westerly line of U.S. Highway 87 which is 187.6 feet South of the North line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 35, T56N, R84W, of the 6<sup>th</sup> P.M.; thence South along said right-of-way line 292 feet; thence West 150 feet; thence North 292 feet; thence East 150 feet to the point of beginning.

EXHIBIT B

COMMERCIAL LEASE

Whereas Fremont Motor Sheridan, Inc., a Wyoming corporation, has taken assignment of a Lease Agreement dated April 5, 1975 between Steve Sabo and Marie Sabo, as Lessors, and Thomas Sawyer and Loeva Sawyer, as Lessees, and

Whereas Fremont Motor Sheridan, Inc., a Wyoming corporation, and Marie Sabo wish to enter into a new lease to replace the above described lease and provide for options to extend the lease term,

Now, therefore, this Commercial Lease, which shall supercede the above described Lease Agreement, is entered into between Marie Sabo, of 1220 North Main Street, Sheridan, Wyoming 82801, hereinafter called "Lessor", and Fremont Motor Sheridan, Inc., a Wyoming corporation, of 1614 Coffeen Avenue, Sheridan, Wyoming 82801, hereinafter called "Lessee", as follows:

In consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION ONE

LEASE OF PREMISES

1.1 Lessor leases to Lessee the premises described below, subject to the terms and conditions of this Lease:

A tract of land situated in the SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 35, Township 56 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming, described as follows: Beginning at a point in the West right-of-way line of Highway No. 87, which point is 596.28 feet North and 33 feet West of the Southeast corner of the SW $\frac{1}{4}$  of said Section 35, thence West 660 feet to a point, thence North 536.32 feet to a point, thence East a distance of 660 feet to a point 33 feet West of the center line of said Section 35, and thence South 536.28 feet to the point of beginning.

Excepting therefrom the following described tracts to-wit:

A tract of land situated in the SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 35, Township 56 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming, described as follows: Beginning at a point in the West right-of-way line of Highway No. 87, which point is 596.28 feet North and 33 feet West of the Southeast corner of the SW $\frac{1}{4}$  of said Section 35, thence

North along said right of way 60 feet, thence West 100 feet, thence South 60 feet, thence East 100 feet to the point of beginning.

Beginning at a point on the Westerly line of U.S. Highway 87, which point is 480.6 feet South of the North line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 35, Township 56 North, Range 84 West of the Sixth Principal Meridian; thence South along said right-of-way line a distance of 141 feet; thence West 150 feet; thence North 141 feet; thence East 150 feet to the point of beginning.

Beginning at a point on the Westerly line of U.S. Highway 87 which is 187.6 feet South of the North line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 35, T56N, R84W, of the 6<sup>th</sup> P.M.; thence South along said right-of-way line 292 feet; thence West 150 feet; thence North 292 feet; thence East 150 feet to the point of beginning.

## SECTION TWO

### TERM OF LEASE

2.1 The term of this Lease shall be for twelve (12) years and three (3) months commencing on the first (1st) day of October, 1998, and terminating on the last day of December, 2010. Lessee, at its option, may renew the Lease for an additional term of four (4) years and two (2) months and seven (7) successive five (5) year terms on the conditions set forth in Section Three below.

## SECTION THREE

### RENT

3.1 Lessee shall pay to Lessor the sum of One Thousand Two Hundred Dollars (\$1,200.00) per month for the period from October 1, 1998 to December 31, 2000. Lessee shall pay to Lessor the sum of One Thousand Four Hundred Dollars (\$1,400.00) per month for the period from January 1, 2001 to December 31, 2005. Lessee shall pay the sum of One Thousand Six Hundred Dollars (\$1,600.00) per month for the period from January 1, 2006 to December 31, 2010. The first payment shall be due on the fifteenth (15th) day of October, 1998 and all subsequent payments shall be due on the fifteenth (15th) day of each month thereafter until December 31, 2010.

EXHIBIT CCOMMERCIAL LEASE

WHEREAS an existing lease between MARIE SABO, as Lessor, and REX L. MARTIN and EMILY MARTIN, as Lessees, affects the real property described herein, and

WHEREAS said existing lease has a term of twenty (20) years, from April 1, 2004 to April 1, 2024, and

WHEREAS Fremont Motor Sheridan, Inc., a Wyoming corporation, desires to lease the real property described herein upon the expiration of the existing lease,

NOW, THEREFORE, this Commercial Lease, is entered into between Marie Sabo, of 1220 North Main Street, Sheridan, Wyoming 82801, hereinafter called "Lessor", and Fremont Motor Sheridan, Inc., a Wyoming corporation, of 1614 Coffeen Avenue, Sheridan, Wyoming 82801, hereinafter called "Lessee", as follows:

In consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION ONELEASE OF PREMISES

1.1 Lessor leases to Lessee the premises described below, subject to the terms and conditions of this Lease:

A tract of land situated in the SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 35, Township 56 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming, described as follows:

Beginning at a point in the westerly line of U.S. Highway 87, which point is 480.6 feet south of the north line of the southeast quarter southwest quarter of Section 35, Township 56 North, Range 84 West of the Sixth Principal Meridian; thence south along said right-of-way line a distance of 141 feet; thence west 150 feet; thence north 141 feet; thence east 150 feet to the point of beginning.



EXHIBIT D

COMMERCIAL LEASE

WHEREAS an existing lease between MARIE SABO, as Lessor, and JOHN T. KOBIELUSZ and FLORENCE JOYCE KOBIELUSZ, as Lessees, affects the real property described herein, and

WHEREAS said existing lease has a primary term from September 1, 1996, to August 31, 2001, and

WHEREAS said existing lease gives to Lessees the option to extend the lease for two (2) additional five (5) year terms; and

WHEREAS Fremont Motor Sheridan, Inc., a Wyoming corporation, desires to lease the real property described herein upon the expiration of the existing lease,

NOW, THEREFORE, this Commercial Lease is entered into between Marie Sabo, of 1220 North Main Street, Sheridan, Wyoming 82801, hereinafter called "Lessor" and Fremont Motor Sheridan, Inc., a Wyoming corporation, of 1614 Coffeen Avenue, Sheridan, Wyoming 82801, hereinafter called "Lessee" as follows:

In consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION ONE

LEASE OF PREMISES

1.1 Lessor leases to Lessee the premises described below, subject to the terms and conditions of this Lease:

A tract of land situated in the SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 35, Township 56 North, Range 84 West of the Sixth Principal Meridian, Sheridan County, Wyoming, described as follows: Beginning at a point in the West right-of-way line of Highway No. 87 (Coffeen Avenue), which point is 596.28 feet North and 33 feet West of the Southeast corner of the Southwest quarter of said Section 35, thence North along said right-of-way 60 feet, thence West 100 feet; thence South 60 feet, thence East 100 feet to the point of beginning.