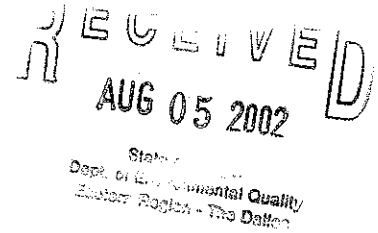


COST RECOVERY AGREEMENT

This document serves as an agreement between the undersigned (hereinafter "you") and the Department of Environmental Quality (DEQ) regarding DEQ review and oversight of the investigation and/or cleanup of petroleum (hazardous substances) at the property located at:

Facility Name: American Fine Foods Inc. – Walla Walla
Address: 249 W. Main
Athena, OR 97813
File/Log #: 30-02-0007



DEQ agrees to review environmental documents submitted by you or on your behalf regarding the investigation and/or cleanup of the above-referenced site. Additional details regarding DEQ oversight will be established upon review of the initial site data.

DEQ requires that persons requiring DEQ review and oversight of investigation and cleanup activities agree to the terms of this agreement and pay project oversight costs

DEQ project oversight costs will include direct costs and indirect costs. Direct costs include site-specific expenses and legal costs. Indirect costs are those general management and support costs of the DEQ and of the Environmental Cleanup Division (ECD) allocable to DEQ oversight of this agreement and not charged as direct, site-specific costs. Indirect charges are based on a percentage of direct personal services costs. Review and oversight costs shall not include any unreasonable costs or costs not otherwise recoverable by DEQ under ORS 465.255.

DEQ costs are payable within thirty (30) days of issuance of the monthly statement, by check made payable to the "Department of Environmental Quality".

If you elect not to enter into this agreement, it does not release you from any responsibility you might have from any reporting requirements, investigation and/or cleanup of petroleum (hazardous substances) at the above referenced facility. This does not preclude the DEQ from conducting audits or inspections of all or portions of the investigation and cleanup activities associated with this facility. Enforcement action may be initiated if violation of DEQ requirements is found.

Either DEQ or you may terminate this agreement by giving 15 days advance written notice to the other. Only those costs incurred or obligated by DEQ prior to the effective date of any termination of the agreement shall be recoverable under this Agreement. Termination of this agreement will not affect any other right DEQ may have for recovery of costs under any applicable law.

You will hold DEQ harmless for any claims (including but not limited to claims of property damage or personal injury) arising from activities reviewed or overseen under this agreement.

This agreement is not and shall not be construed as an admission by you of any liability under ORS 465.255 or any other law or as a waiver by you of any defense to such liability. This agreement is not and shall not be construed as a waiver, release, or settlement of claims DEQ may have against you or any other person or as a waiver of any enforcement authority DEQ may have.

The Department's regional office in Pendleton, Oregon will be responsible for the review and oversight of the investigation and cleanup activities associated with the property. Please refer all site-specific inquiries to them at (541) 278-4602

All inquiries regarding cost recovery and/or invoices should be directed to Dawn Gomez at (503) 229-5812.

If the terms of this agreement are acceptable, please have it executed by an authorized officer in the space provided below. In order to more effectively schedule your project, please return this agreement within 30 days of receipt to: Duane Smith, Department of Environmental Quality, Underground Storage Tank Program-Eastern Region, 700 S. E. Emigrant, Suite 330, Pendleton, OR 97801

Accepted and agreed to this 1st day of August, 2002

By: Dennis F Olson

Title: OWNER

Please provide the following information on where the invoices should be sent.

Individual Name: Dennis F Olson Title: OWNER

Company: Quantum 9 Land Co. LLC

Mail Address: P.O. Box 427

City, State, Zip: Helix, ORE 97835

Phone Number: 1-541-457-2732