

1 This LEASE AGREEMENT, Made and entered into this 8th day
2 of December, 1964, by and between JOHN A. BARKLEY, Sr.,
3 and MARTINA Q. BARKLEY, husband and wife, hereinafter known and
4 referred to as Lessors, and PAUL & ROBERT WAMPLER, Inc., an Oregon
5 Corporation, hereinafter known and referred to as Lessee,

6 WITNESSETH: In consideration of the covenants herein contain-
7 ed to be kept by Lessee, Lessors do hereby lease, demise and let
8 unto Lessee the following described premises, situate in the
9 County of Klamath and State of Oregon, to-wit:

10 Lots 17 & 19, SE 1/4 SE 1/4 NW 1/4,
11 Section 34, Township 34 S., Range 7 E.W.M.,
12 containing 43.7 acres, more or less.

13 To Have and to Hold the same unto Lessee for the term be-
14 ginning March 1, 1965, and extending to and including the 29th day
15 of February, 1980.

16 Lessee and/or its successors and assigns does hereby covenant
17 to and with Lessors, their heirs, executors, administrators and/or
18 assigns, to pay as rental for said premises, for said term of
19 fifteen (15) years, the sum of One Thousand Eight Hundred and No/100th
20 Dollars (\$1,800.00); said rental shall be at the rate of \$120.00
21 per year and shall be paid in advance in full upon execution of
22 this agreement, receipt whereof is hereby acknowledged by Lessors.

23 Said Lessee, in consideration of the leasing of said premises
24 and the agreements herein contained, does hereby expressly covenant
25 to and with the said Lessors, their heirs, executors, administrators,
26 representatives and assigns as follows:

- 27 1. That said lessee will pay to said lessors said
28 specified rentals for the full term of this lease in the manner
29 aforesaid.
30 2. That lessee will, at its expense, fence the outside
31 perimeter of said leased premises with five (5) wire barbed fencing

1 and steel posts every sixteen (16) lineal feet in standard form,
2 and shall construct such cross fences as may be required and one
3 set of stock corrals in order to keep and feed livestock thereon
4 and to maintain said leased premises in good condition as related
5 to such livestock operation. It is further understood and agreed
6 between Lessors and Lessee, that prior to fencing said leased
7 premises, that Lessee shall cause said premises to be surveyed by
8 a licensed surveyor for the State of Oregon, each party to pay
9 one-half of the cost of such survey.

10 3. Lessee, at its expense, shall carry such public
11 liability and property damage insurance and fire insurance as
12 is necessary to protect Lessors from any claims for injuries or
13 damages which might arise in connection with said leased premises.

14 4. Lessee will, at all reasonable times, permit and
15 allow lessors or those representing them or having their estate
16 in the premises to enter into and upon the same, or any part
17 thereof, for the purpose of examining the conditions thereof, and
18 to exhibit the same to prospective mortgagees and/or purchasers.

19 5. Lessee agrees to Lessors' reserving a homesite of
20 about three-fourths of an acrea to be located within said leased
21 premises and to Lessors' planting trees around potential homesite
22 with protective fencing to be installed by Lessors around each such
23 tree when present merchantable timber is logged. That Lessee
24 agrees not to cut remaining trees.

25 In addition to the foregoing covenants and agreements,
26 Lessors hereby promise and agree:

27 1. To pay all taxes, including, but not limited to,
28 Klamath County taxes on leased premises.

29 2. Lessor will not log leased premises of merchantable
30 timber until after April 1, 1965, and will, thereafter, diligently
31 cut all timber thereon without delay, at their expense.

1 3. Lessors will defend the quiet possession of said
2 leased premises unto Lessee.

3 4. At any time while this lease is in full force and
4 effect and Lessee is not in default in its performance thereof,
5 Lessors, for value received, hereby give and grant unto Lessee
6 the first right to purchase the above described leased premises
7 subject to the selling price offered in the event Lessors receive
8 or offer to sell said premises during the term of said lease.

9 PROVIDED always, and these presents are upon this condition,
10 that if the said rent shall be in arrears, or if the said Lessee,
11 its representatives or assigns, shall neglect or fail to do or
12 perform, and observe any of the covenants hereinbefore contained,
13 which on said Lessee's part are to be performed, then and in
14 either of said cases, Lessors, or those having their estate in
15 the premises lawfully may, immediately or at any time thereafter,
16 and while said neglect or default continues, and without further
17 notice or demand, enter into and upon the said premises, or any
18 part thereof, in the name of the whole and repossess the same, of
19 their former estate, and expel the said Lessee, and those claiming
20 under said Lessee, without being taken or deemed guilty in any
21 manner of trespass, and without prejudice to any remedies which
22 might otherwise be used for arrears of rent, or preceding breach
23 of covenants.

24 In the event suit or action is brought to enforce any of the
25 provisions of this lease, the losing party shall pay to the pre-
26 vailing party the costs of such suit or action, including court
27 costs and such sum as the court may adjudge reasonable as attorney's
28 fees.

29 It is further understood and agreed that the provisions of
30 this lease shall bind and inure to the benefit of, as the circum-
31 stances may require, the parties hereto and their heirs, executors,

1 administrators, successors and assigns.

2 IN WITNESS WHEREOF, the respective parties have executed
3 this instrument the day and year first hereinabove written, in
4 duplicate.

5
6 John A. Barkley, Sr. (SEAL)
7 John A. Barkley, Sr. - Lessor

8 Martina Q. Barkley (SEAL)
9 Martina Q. Barkley - Lessor

10 PAUL & ROBERT WAMPLER, Inc., an Oregon
11 Corporation,

12 Robert M. Wampler
13 President

14 Bess D. Wampler
15 Secretary

16
17 STATE OF OREGON)
18 COUNTY OF Klamath) ss.

19 Personally appeared JOHN A. BARKLEY, Sr., and MARTINA Q.
20 BARKLEY, who, being duly sworn, executed the foregoing instrument
21 and acknowledged the foregoing instrument to be their voluntary
22 act and deed.

23 Before me:

24 Charles H. Hest
25 Notary Public for Oregon

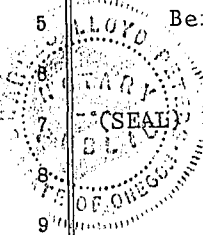
26 My commission expires Mar 12, 1968

27
28 STATE OF OREGON)
29 COUNTY OF KIAMATH) ss.

30 Personally appeared ROBERT M. WAMPLER, who being duly sworn,
31 did say that he is the President of PAUL & ROBERT WAMPLER, INC.,
an Oregon Corporation, and BESS D. WAMPLER, who being duly sworn,

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1 did say that she is the Secretary of PAUL & ROBERT WAMPLER, INC.,
 2 an Oregon Corporation, and that the seal affixed to the foregoing
 3 instrument is the corporate seal of said corporation and that
 4 said instrument was signed and sealed by said ROBERT M. WAMPLER
 as President and BESS D. WAMPLER as Secretary in behalf of said
 corporation by authority of its board of directors; and they
 acknowledged said instrument to be its voluntary act and deed.



5 Before me:

Lloyd P. Peters
 Notary Public for Oregon

My commission expires *Mar 12, 1968*

12 STATE OF OREGON, COUNTY OF Klamath; ss.

13 Filed for record at request of *Jim Mettler*

14 this *17* day of *Aug*, A.D. 1965, at *11:00* o'clock *P* M., and

15 duly recorded in Vol. *1165*, d. *15*, at Page *949*

16 *750*

DOROTHY ROGERS, County Clerk

By *Dorothy Rogers*

31 J. ANTHONY GIACOMINI
 ATTORNEY AT LAW
 214 WILLIAMS BUILDING
 KLAMATH FALLS, OREGON

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Jim Mettler
Jim Mettler