## CONSENT TO SUBLEASE

This Supplemental Agreement, made this 30th day of August, 1977, between SWAN LAKE MOULDING COMPANY, an Oregon Corporation, herein referred to as Lessor, and TERENCE L. BOYER and PATRICIA E. BOYER, husband and wife, herein referred to as Lessees and Sub-Lessors, and as the Boyers; and VERNON D. LEHMAN and LORETTA V. LEHMAN, husband and wife, herein referred to as the Lehmans, Sub-Lessees and Sub-Lessors; and CLOYCE E. BARNES and SUE B. BARNES, husband and wife, herein referred to as the Barnes, Sub-Lessees and Sub-Lessors;

## WITNESSETH:

Swan Lake Moulding Company and the Boyers on March 30, 1970, entered into a Lease by which Swan Lake Moulding Company has demised to Lessees the right and privilege of occupying and using for the purpose of operating a Mobile Home Park Swan Lake Moulding Company's property described as follows:

Beginning at an iron axle on the Northerly right of way line of Shasta Way, which marks the Southeast corner of "Elm Park Subdivision", and which iron axle also lies North 89°08' East along the section line a distance of 2370.3 feet and North 0°49' West a distance of 15.0 feet from the iron pin which marks the Southwest corner of Section 34, Twp. 38 S., R. 9, E.W.M., in Klamath County, Oregon, and running thence: Continuing North 89°08' East along the Northerly right of way of Shasta Way a distance of 232.0 feet to an iron pipe; thence North 0°49' West parallel to the East line of "Elm Park a distance of 116.0 feet to an iron pipe; thence North 89°08' East 60.0 feet to an iron pipe; thence North 0°49' West 184.0 feet to an iron pipe; thence North 89°08' East 5.0 feet to an iron pin; thence North 1°17' East a distance of 372.0 feet to an iron pin which lies on the Southerly right of way line of the U.S.R.S. "A" Canal; thence North 50°26' West along. Course "E" following the Southerly right of way line of the U.S.R.S. "A" Canal a distance of 406.4 feet to an iron pin which lies on the East line of "Elm Park" extended Northerly; thence South 0°49' East along the East line of "Elm Park" and its extension, a distance of 935.4 feet, more or less, to the point of beginning; said tract containing 5.35 acres, more or less, of land in Enterprise Tracts No. 26 and 22A, situated respectively in the SE½ of the SW4 and the SW4 of the SE½ of Section 34, Twp.

Subject to: All existing contracts for irrigation and/or drainage with the U.S.R.S. and the K.I.D.; and rights of way for irrigation ditches and drainage ditches; to rules, regulations and assessments of the South Suburban Sanitary District within which district said land is situated; to an easement until June 8, 1974, over the 15 feet of said land adjoining Course "E" for passage of livestock belonging to W. M. Raymond.

A copy of said Lease is attached hereto and marked as Exhibit A.

On or about December 1, 1975, Terence L. Boyer and Patricia E. Boyer assigned their interest in said Lease to Vernon D. Lehman and Loretta V. Lehman with the consent of Swan Lake Moulding Company to said assignment.

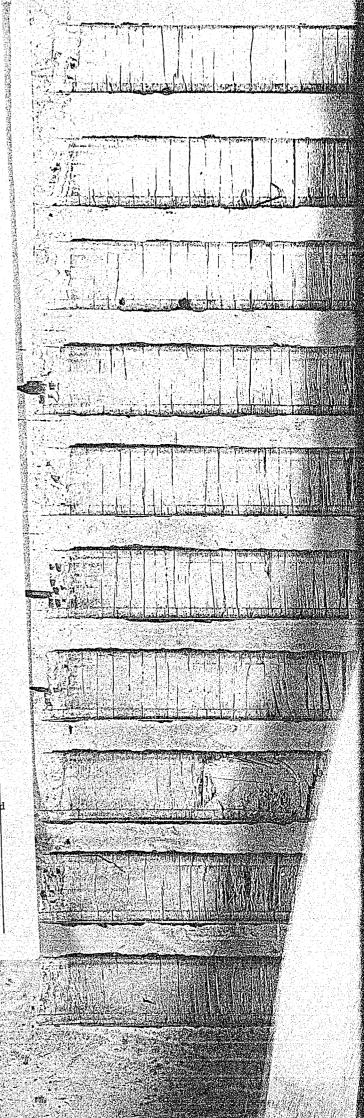
Consent to Sublease - Page 1.

decimal services of

GANDING & SISEMORE Attorneys at Law 540 Main Street KLAMATH FALLS. ORE. 

.13

كالاستانان



On or about November 30, 1976, Vernon D. Lehman and Loretta V. Lehman, husband and wife, sub-leased said real property to Barnes with the consent of Swan Lake Moulding Company.

Barnes desire to lease said premises to E. W. Kittell and Barbara S. Kittell, Trustees under a Trust Agreement dated August 27, 1976, and desire to have the Lease extended to March 31, 2008.

A provision of the Lease specifies that Lessees shall not assign this Lease nor permit any other persons to use these premises, except with the written consent of Swan Lake Moulding Company.

That Barnes, Sub-Lessees and Sub-Lessors, desire to sublease these premises to E. W. Kittell and Barbara S. Kittell, husband and wife.

Swan Lake Moulding Company specifically consents to the sublease as provided herein;

IN CONSIDERATION OF THE MUTUAL COVENANTS contained herein, the parties agree as follows:

Swan Lake Moulding Company hereby consents to the sub-letting of these premises, and to the extension of the Lease to March 31, 2008, for the purpose of operating a Mobile Home Park thereon.

Lessees and Sub-Lessers and Sub-Lessees shall remain bound to Swan Lake Moulding Company for all the obligations assumed by Lessees in the basic Lease of March 30, 1970, as extended, except for the Sub-Lease consented to hereby; and Lessees hereby assume the further obligation to Lessor to be liable to Swan Lake Moulding Company for the performance on the part of Sub-Lessees of all the terms and conditions in this Lease on the part of the Lessees to be kept and performed.

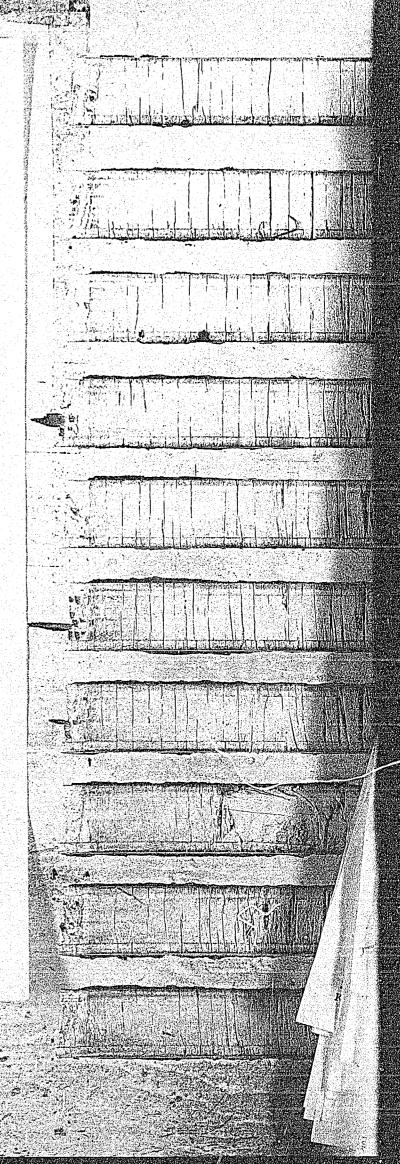
All Sub-Lessees shall be obligated to perform all terms and conditions of the basic Lease, except payment of rental. The payments of rental provided in the Lease shall continue to be made by Lessees to Terence L. Boyer and Patricia E. Boyer.

Sub-Lessees will perform and be bound by all of the provisions of this Lease, except the provisions to pay rent to Swan Lake Moulding Company, as if said Sub-Lessees were the Lessees named in the basic Lease of March 30, 1970.

Consent to Sublease - Page 2.

GANONG & SISEMORE Attorneys at Law 540 Main Street KLAMATH FALLS. ORE. 97601. 503/882-7228

-5



E. W. Kittell and Barbara S. Kittell shall construct a fence meeting the requirements for a Mobile Home Park fence on the true West boundary line of the above-described property.

Swan Lake Moulding Company shall be furnished with a signed copy of the Lease Agreement and Contract of Sale between Cloyce E. Barnes and Sue B. Barnes, husbard and wife, and E. W. Kittell and Barbara S. Kittell, husband and wife.

Swan Lake Moulding Company shall be furnished with a signed copy of the Consent to Sublease by all prior Lessees.

Swan Lake Moulding Company shall be furnished with a Public Liability and Property Damage Insurance Policy and shall be advised of any changes or cancellations of the same.

Lessees shall pay the costs of Swan Lake Moulding Company's attorney's fees incurred in this matter.

The Lease Agreement of March 30, 1970, shall be extended to March 31, 2008, under all the same terms and conditions as in the original Lease Agreement, including but not limited to Paragraph 2, Page 2, and the right of Lessees to terminate six months prior to March 31, 2000 and March 31, 2005.

IN WITNESS WHEREOF, the parties hereto have executed this consent and supplemental agreement on the day and year first herein written.

SWAN LAKE MOULDING COMPANY	
3 August Cellet	Essence of Bouger
President	Terence L. Boyer
By Na ach, V. (rechan	Valrier E. Boyer
Secretary	Patricia E. Boyer
	Jemon D. Lehmon
	Vernon D. Lehman
	Lovetta V. Lehman
	Loretta V. Lehman
	(You = Same
: Return to MTC	Cloyce E. Barnes
	Olde B. Barnes
TAX STATEMENTS to:	Sue B. Barnes
E.W.KITHELL	" Certitell Finter

3240 C San Amadeo Laguna Hills, CH 92653

Consent to Sublease - Page 3 STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 29th day of P M., and duly recorded in Vol. M77 SEPTEMBER A.D., 19 77 12;48 o'clock of\_DEEDS

Deputy

WM. D. MILNE, County Clerk

4

8

9

10

11

12

13

14

15

16

17

18

19

28

30

31

32

GANONG & SISEMORE