

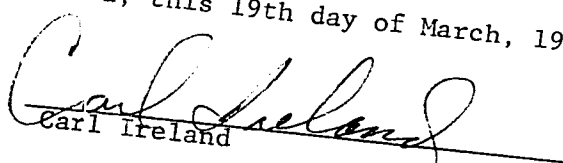
ASSIGNMENT

For and in consideration of the exchange of interests in various items of real and personal property between myself and my wife, JANICE E. IRELAND, I hereby sell, assign, transfer, convey and quitclaim unto the said JANICE E. IRELAND, her heirs and assigns forever, all of my right, title and interest in and to a certain agreement dated the 27th day of December, 1978, by and between CARL IRELAND, Seller, and ROBERT YANCEY, purchaser, which agreement purports to convey to Robert Yancey one hundred fifty (150) shares of the Common Stock of the Superspray, Inc., an Oregon corporation.

I further sell, assign, transfer, convey, and quitclaim unto the said JANICE E. IRELAND, her heirs and assigns, forever, all of my right, title, and interest in and to a certain promissory note, dated the 27th day of December, 1978, which note is in the amount of Thirty-five Thousand Dollars (\$35,000.00), and which calls for annual installments of not less than Ten Thousand Dollars (\$10,000.00) payable from one Robert Yancey to Carl Ireland.

A true and correct copy of the Agreement above referred to is hereby attached and marked as Exhibit "A" and incorporated by reference herein. A true and correct copy of the promissory note being assigned above is attached hereto and marked as Exhibit "B" and incorporated by reference herein.

Dated at Martin, South Dakota, this 19th day of March, 1980.

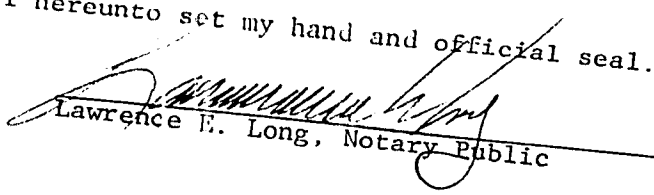

Carl Ireland

State of South Dakota)
County of Bennett ss)

On this 19th day of March, 1980, before me Lawrence E. Long the undersigned officer personally appeared Carl Ireland, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes contained therein.

In witness whereof, I hereunto set my hand and official seal.

Commission expires
2-27-82
(SEAL)


Lawrence E. Long, Notary Public

20 MAR 29 5 4 26

IRREVOCABLE AUTHORIZATION

5886

TO: Del Parks, Escrow Agent
RE: Stock Held by You Pursuant to Agreement Dated December 27, 1978, between Carl Ireland and Robert Yancey.

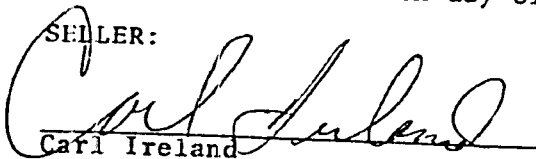
You are hereby irrevocably authorized and directed by the purchaser under the terms of the above mentioned agreement to receive, receipt for and deposit in your trust account all sums that become payable as dividends on the stock that you hold pursuant to the agreement mentioned above.

In the event that the escrow is paid in full according to its terms, you shall surrender to the Purchaser all dividends received and held by you in trust, together with the stock shares certificate.

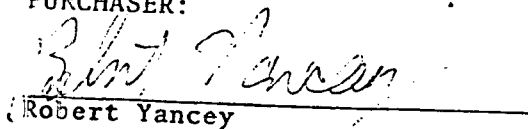
On the other hand, should the purchaser fail to make all payments when due, and after the seller has caused to be delivered to him a 30-day notice in writing of his defective performance, then you shall upon demand of the seller in the said agreement deliver to him all dividends received and held in your trust account by you from the date of the inception of this Irrevocable Authorization until the date demand is made upon you by the seller, together with the certificate evidencing ownership of shares of stock in the corporation.

DATED this 27th day of December, 1978.

SELLER:


Carl Ireland

PURCHASER:


Robert Yancey

A G R E E M E N T

THIS AGREEMENT, Made and Entered into on this 27 day of December, 1978, by and between CARL IRELAND, hereinafter called SELLER, and ROBERT YANCEY, hereinafter called PURCHASER.

Witnesseth:

WHEREAS, the SELLER is willing to sell to the PURCHASER 150 shares of the common stock of SUPER SPRAY, INC., an Oregon corporation, which the SELLER now owns and has in his possession, and

WHEREAS, the PURCHASER desires to purchase such shares by paying the agreed purchase price partly in cash and partly by note, and

WHEREAS, the PURCHASER has represented to the SELLER that his note is worth face value at the time of delivery, and in substantiation of such representation has delivered a statement of his net worth to the SELLER, and

WHEREAS, the SELLER, in reliance upon the representation of the PURCHASER, has agreed to accept the cash and note of the PURCHASER as full payment of the purchase price, on the condition that the stock hereby sold shall be held as collateral security for the payment of the note,

IT IS THEREFORE AGREED:

1. Sale. The SELLER has sold to the PURCHASER and the PURCHASER has purchased 150 shares of the common stock of SUPER SPRAY, INC., at the price of \$50,000.00, which the PURCHASER has paid as follows: \$15,000 down payment, receipt of which is hereby acknowledged; and \$35,000.00 evidenced by a negotiable promissory note, receipt of which is hereby acknowledged, payable to the order of the SELLER at the offices of Parks & Ratliff, Attorneys at Law, 228 North Seventh, Klamath Falls, Oregon; payments shall be in the sum of \$10,000.00 plus interest on the unpaid balance at the rate of seven percent (7%) per annum; the first

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such payment shall be due and payable on the 30th day of December, 1979, and a like payment shall be due the 30th day of December of each year until December 30, 1982, at which time the balance of principal and interest shall be paid in full. The said note shall contain a provision for the automatic acceleration of all unpaid balances upon default in the payment of principal or interest.

2. Delivery of Stock. Simultaneously with the execution of this Agreement, the SELLER has delivered to the PURCHASER a certificate duly endorsed for all the shares of stock sold to the PURCHASER. This certificate of stock has been surrendered to the corporation, the transfer has been noted on the books of the corporation, and a new certificate has been issued in the name of the PURCHASER. This new certificate has been endorsed in blank by the PURCHASER, and have been delivered by him to Del Parks, Attorney at Law, hereinafter called the Escrow Agent, to be held by the Escrow Agent for delivery or disposition in accordance with the terms of this Agreement.

3. Terms of Escrow. When the promissory note referred to in Paragraph 1 has been paid in full, the Escrow Agent shall redeliver the certificate of stock held by him to the PURCHASER, and all obligations between the SELLER and PURCHASER and of the Escrow Agent shall thereupon cease. In the event the PURCHASER defaults in the payment of any of the payments due on the said promissory note, the SELLER shall give written notice of such default to the Escrow Agent. The Escrow Agent shall thereupon, and with reasonable dispatch, sell for the account of the PURCHASER all or any part of the stock held by the Escrow Agent, at public sale, in such quantities or lots as shall seem best to the Escrow Agent in his absolute discretion, at which sale or sales the SELLER may bid and purchase. After first applying the proceeds of the sale to the payment of the expenses of sale, the Escrow Agent shall then apply the proceeds to the

satisfaction of the unpaid promissory note of the PURCHASER, and thereafter pay any surplus and deliver any unsold stock to the PURCHASER. Thereupon, all obligations between the SELLER and PURCHASER and of the Escrow Agent shall cease, except that the PURCHASER shall be liable to the SELLER for any deficiency if the sale or sales produce an amount insufficient to pay all the balance due on the unpaid promissory note of the PURCHASER.

4. Voting. So long as the certificates of stock is held by the Escrow Agent, and until the PURCHASER defaults in the payment of the promissory note referred to in Paragraph 1, the PURCHASER shall have the right to vote such stock for all purposes. If requested by the PURCHASER, the SELLER and the Escrow Agent shall execute and deliver to the PURCHASER such proxies and authorizations as are reasonably required to confirm the voting rights of the PURCHASER during this period.

5. Dividends. So long as the certificate of stock is held by the Escrow Agent, and until the PURCHASER defaults in the payment of the promissory note referred to in Paragraph 1, all dividends upon such stock shall belong to the PURCHASER, but shall be paid to the Escrow Agent. If such dividends are in cash, the Escrow Agent shall promptly pay the full amount to the SELLER, who shall apply such payment against the promissory note and shall issue a receipt for such payment to the PURCHASER. If such dividends are in stock or property, the Escrow Agent shall hold such stock or property as additional security for the promissory note, subject to all the terms of this Agreement. To effectuate the provisions of this paragraph, the PURCHASER has executed and delivered to the Treasurer of the Company an irrevocable authorization directing that all dividends on such stock be paid to the Escrow Agent so long as the certificate for such stock is held by the Escrow Agent.

6. Covenant to Not Compete. SELLER as a part of this

sale and as part of the consideration for this Agreement agrees that he will not compete nor engage in the business of flying persons for hire, spraying or using aircraft in any way for agricultural services for hire, nor will he become employed by any company that engages in the use of aircraft for the rendering of agricultural spraying, crop dusting, seeding or related enterprises in competition with SUPER SPRAY SERVICE, INC. or any of its stockholders within one hundred (100) miles of the cities of Klamath Falls or Roseburg, Oregon, for a period of five (5) years from the date of this Agreement without the written consent of SUPER SPRAY SERVICE, INC. and its stockholders.

It is expressly understood and agreed between the parties that nothing in this Agreement not to compete is intended to nor shall it preclude SELLER from selling chemical products for agricultural use as a self-employed person or as an employee of any of the following companies: Basin Chemical; Oxychem; Walker Ag., Inc.; and/or Valley Nitrogen.

7. Additional Consideration. In addition to the consideration set forth in this Agreement, SELLER shall be entitled to receive the following amounts of money as additional consideration: the sum of \$5,000.00 to be paid on or before February 1, 1979. Such sum shall be in addition to all other consideration set forth in this Agreement.

8. Attorney Fees. Should any suit or action be brought to enforce any of the terms of this Agreement, the prevailing party in such suit or action shall be entitled to a reasonable sum as attorney fees, in addition to costs and disbursements as provided by law; and if any appeal is taken from any decision of the trial court, such further sum as may be fixed by the appellate court, in addition to costs and disbursements as provided by law.

9. Benefit. This Agreement shall be binding upon and shall inure to the benefit of the parties, their legal representatives, and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

SELLER:

Carl Ireland
Carl Ireland

PURCHASER:

Robert Yancey
Robert Yancey

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared before me on this 27 day of December, 1978, the above named CARL IRELAND, and acknowledged the foregoing instrument to be his voluntary act and deed.

DeLo B. Smith
Notary Public for Oregon
My Commission Expires: 9-7-79

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared before me on this 27 day of December, 1978, the above named ROBERT YANCEY, and acknowledged the foregoing instrument to be his voluntary act and deed.

DeLo B. Smith
Notary Public for Oregon
My Commission Expires: 9-7-79

Return to:

Jennie Ireland
2204 Kimberly Dr.

X Falls.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 28th day of March A.D., 19 80 at 6:26 o'clock 2 M., and duly recorded in Vol. 1130 of Miscellaneous on Page 5335.

FEE \$21.00

WM. D. MILNE, County Clerk

By Desmethe [Signature] Deputy

\$35,000.00
I (or if more than one maker) we, jointly and severally, promise to pay to the order of
Klamath Falls, Oregon
CARL IRELAND
December 27, 1978
Thirty-Five Thousand and no/100----- at 228 N. 7th, Klamath Falls, OR 97601
with interest thereon at the rate of 7 per cent. per annum from December 27, 1978
principal and interest payable in monthly installments of not less than \$10,000.00 in any one payment; each payment as made
of December 30, 1979, and a like payment on the 30th day of each month thereafter until
December 30, 1982, when the whole sum of both principal and interest to become immediately due and payable; if any of said
holder of this note. If this note is placed in the hands of an attorney for collection, I/we promise and agree to pay the reasonable attorney's
fees to be fixed by the trial court and (2) if any appeal is taken from any decision of the trial court, such further sum as may be fixed
by the appellate court, as the holder's reasonable attorney's fees in the appellate court.

X Robert Yancey
Robert Yancey

No. 007—INSTALLMENT NOTE.

SN Stevens-Ness Low Publishing Co., Portland, Ore.