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AGREEMENT ASSIGNING PARTNERSHIP INTEREST

This Agreement is entered into the day and year herein-
after set forth by and between DANNY O'NEILL residing in
Klamath Falls, Oregon and JESSE W. JACK residing in San Jose,
California with reference to the following facts:

1. JOHN MESA, DANNY O'NEILL and JESSE W. JACK as general
partners formed a limited partnership called M.J.B., LTD. doing
business in Klamath Falls under the fictitious name of the
WINEMA MOTOR HOTEL.

2. Thereafter differences arose between the general
partners and as a result thereof DANNY O'NEILL commenced an
action against JESSE W. JACK and JOHN MESA in the Circuit Court
of the State of Oregon for Klamath County bearing Action No.
80-1067.

3. It is now the desire of DANNY O'NEILL and JESSE W.
JACK to resolve their differences.

NOW, THEREFORE, in consideration of the mutual covenants
and conditions hereinafter set forth DANNY O'NEILL and JESSE W.
JACK agree as follows:

1. JESSE W. JACK will pay to DANNY O'NEILL the sum of
TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) cash upon execution
of this Agreement, a dismissal with prejudice of the above-
described action, an assignment of the contract of purchase for
the WINEMA MOTOR HOTEL to JESSE W. JACK and execution of any
and all documents necessary to transfer any and all interest

LAW OFFICES OF

Jesse W. Jack

1570 THE ALAMEDA-SUITE 101
SAN JOSE, CALIFORNIA 95126
TELEPHONE: (408) 298-7900

that DANNY O'NEILL has in and to M.J.B., LTD. and the WINEMA MOTOR HOTEL.

2. JESSE W. JACK will indemnify, defend and hold harmless DANNY O'NEILL against any and all claims, liabilities, loss, costs, damages, fees of attorneys and other expenses against DANNY O'NEILL which DANNY O'NEILL incurs or has incurred as a result of his being a partner in M.J.B., LTD., a California Limited Partnership doing business in Klamath Falls, Oregon, as the WINEMA MOTOR HOTEL, or any matters, past, present or future, arising out of the operation of the WINEMA MOTOR HOTEL AND RESTAURANT.

3. The effective date of this agreement is January 1, 1982.

4. Insofar as DANNY O'NEILL and JESSE W. JACK are concerned this Agreement supercedes the M.J.B., LTD., Limited Partnership Agreement dated November 29, 1979.

5. This agreement, the release, the assignment of the contract for the purchase of the WINEMA MOTOR HOTEL contains the only agreements between DANNY O'NEILL and JESSE W. JACK with respect to the matters covered by these agreements and no other agreements, statements or promises made by either party not contained herein shall be binding or valid.

6. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

7. If any legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief

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to which he may be entitled.

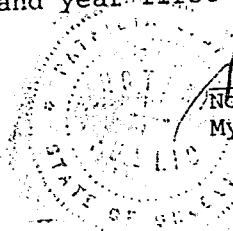
This Agreement is executed on the 15th day of July,
1982 at Klamath Falls, Oregon.

Jesse W. Jack
JESSE W. JACK

Danny O'Neill
DANNY O'NEILL

STATE OF OREGON)
) ss:
County of Klamath)

On this 9 day of August, 1982, before me, a Notary Public for the State of Oregon, personally appeared the within named DANNY O'NEILL known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same. In witness whereof, I have set my hand and affixed my official seal in the County of Klamath, State of Oregon, the day and year first above written.



Patricia Basta
Notary Public for Oregon
My Commission Expires: 3/7/84

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

On this 15th day of July in the year one
thousand nine hundred and eighty-two, before me,
Suzanne M. van Dyk, a Notary Public, State of California,
duly commissioned and sworn, personally appeared _____
Jesse W. Jack

_____ known to me to be the person _____ whose name
is _____ subscribed to the within instrument and acknowledged to me
that _____ he _____ executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed
my official seal in the _____ County of
Santa Clara the day and year in this certificate first
above written.

Suzanne M. van Dyk
Notary Public, State of California
9/24/84

My commission expires _____

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Cowdery's Form No. 32 — Acknowledgement — General (C. C. Sec. 1190a)

Jesse W. Jack
1430 THE ALAMEDA SUITE 101

Ret Stanley Jones
625 Main K 2nd

STATE OF OREGON; COUNTY OF KLAMATH; ss

I hereby certify that the within instrument was received and filed for
record on the 13 day of Sept A.D., 1982 at 11:57 o'clock A M
and duly recorded in Vol M 82, of Misc on page 12086

EVELYN BIEHN COUNTY CLERK
by Joyce McQuinn Deputy

FEE \$ 12.00