

KNOW ALL MEN BY THESE PRESENTS: That NINE PINE PROPERTIES,

a partnership

hereinafter referred to as the Assignor (whether one or more), in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations paid to the Assignor by U.S. CREDITCORP, an Oregon corporation ("USCC"), hereby sells, assigns, transfers and sets over unto said USCC, its successors and assigns, all of said Assignor's right, title and interest in and to that certain lease dated the unreadable day of December, 1981, by and between the Assignor, as Lessor, and Molatore, whose partners are Anthony Molatore, Jr., Holmes, Preston & Co., an Oregon Partnership Fred H. Holmes, Larry Preston, Dennis Peugh, as Lessee, an executed copy of which is attached hereto and made a part hereof, covering the following premises in the City of Klamath Falls, County of Klamath, State of Oregon

to-wit: 836 Pine Street, Klamath Falls, Oregon

Approximately 7,392 NET useable square feet of ground floor office space and related use space located at:

SEE ATTACHED EXHIBIT "A"

together with the right to collect and receive all moneys due and to become due under the terms of said lease, or any extensions or renewals thereof.

This assignment is executed and delivered to said USCC as additional collateral security for a loan made to said Assignor by said USCC contemporaneously herewith and any renewal or renewals thereof and as security for any further advances made to said Assignor by said USCC, and it is understood and agreed that the Assignor shall continue to perform all of the obligations imposed upon the Assignor as Lessor by the provisions of said lease and that said USCC by its acceptance of this assignment and the receipt of payments from the Lessee assumes no responsibility whatsoever with respect to the performance of such obligations and the Assignor hereby agrees to hold said USCC harmless from any and all claims that may arise as a result of the Assignor's failure to comply with the obligations imposed upon said Assignor as Lessor by the provisions of said lease.

It is further understood and agreed that the Lessee shall continue to make the rental payments to the Lessor strictly at the times and in the amounts specified in said lease until such time as said USCC shall, in writing, notify the Lessee that all further rental payments are to be made to said USCC, and all rental payments made to said USCC after such notice shall constitute payments duly made under the provisions of said lease.

No prepayment of rental whatsoever shall be made by the Lessee to the Lessor nor shall any such prepayment be accepted by the Lessor, at any time without the prior written consent of said USCC.

As a further consideration for the loan hereinabove referred to, the Assignor further covenants and agrees with USCC that while this assignment is in full force and effect the Assignor, as Lessor, will not exercise any rights to terminate said lease under and by virtue of the provisions thereof or to amend the same without first obtaining the written consent of USCC so to do.

Executed this 8 day of March, 1984.

NINE PINE PROPERTIES, a partnership

By: Richard F. Bogatay partner

STATE OF OREGON,

County of Klamath } ss.

By: Jon Robert Bogatay partner

BE IT REMEMBERED, That on this 8 day of March, 1984, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Jon Robert Bogatay and Richard F. Bogatay, who acknowledged that they are partners authorized to execute on behalf of Nine Pine Properties, who are

known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Jon Robert Bogatay  
Notary Public for Oregon.

My Commission expires 8-5-87

Return to: U. S. Creditcorp  
101 S. W. Main, Suite 275  
Portland, OR 97204

'84 MAR 18 AM 11 30

NINE PINE PROPERTIES, a partnership/  
U. S. CREDITCORP

EXHIBIT "A"

k-4295

Parcel 1: Lots 7 and 8 in Block 13 of Original Town of Linkville,  
now City of Klamath Falls, Oregon, according to the  
official plat thereof on file in the office of the County  
Clerk, Klamath County, Oregon, EXCEPTING the Southeasterly  
8 feet thereof heretofore deeded to the City of Klamath  
Falls for alley purposes.

STATE OF OREGON, )  
County of Klamath )

Filed for record at request of

on this 16th day of March A.D. 19 84  
at 11:30 o'clock A M, and duly  
recorded in Vol. M84 of Deeds  
Page 4294

**EVELYN BIEHN**, County Clerk

By Pam Smith, Deputy

Fee 8.00