

A G R E E M E N T

THIS AGREEMENT is made effective the first day of January, 1986, by and between Fred Wedam, of Klamath Falls, Oregon, as Assignor, and Douglas K. Whitsett, of Klamath Falls, Oregon, as Assignee

R E C I T A L S

1

Assignor is the Assignee of the Lessee's interest in that certain Lease agreement between Lessor and J. E. Hardesty as Lessee dated September 4, 1947.

Assignor entered into a lease as Lessee therein on or about the 19th day of December, 1952, and as amended thereafter on the 1st day of July, 1960 and January 10, 1963, with Swan Lake Moulding Company of Klamath Falls, Oregon, hereinafter referred to as Lessor.

2

Assignor desires to assign and Assignee desires to assume the rights, duties and liabilities of the Lessee thereunder.

A G R E E M E N T

IN CONSIDERATION OF the mutual covenants and promises as contained in the Dissolution of Partnership Agreement executed on January 1, 1986 and for other good and valuable consideration, the receipt of which is hereby acknowledge, the Assignor assigns the aforementioned lease and amendments thereto on the real property as described on Exhibit "A" which is attached hereto and incorporated by this reference to Assignee effective this date, January 1, 1986, for the balance of the term of said lease as provided therein

'90 DEC 27 PM 3 48

including the options to renew said lease. Assignee shall assume all rights and duties required of the Assignor under the lease including all payments required thereby and shall comply with all terms and conditions of the lease.

CONSENT OF LESSOR

Swan Lake Moulding Company, Lessor in the above-described Lease, consents to the assignment and transfer of the Lease, including all terms and conditions thereof, to Assignee but does not waive any rights against Assignor that Lessor has under said Lease.

IN WITNESS WHEREOF, the parties have executed this Agreement at Klamath Falls, Oregon, on the 4 day of December, 1990.

Douglas K. Whitsett
DOUG WHITSETT

Fred Wedam
FRED WEDAM

Dode Collier
DODE COLLIER, President
Swan Lake Moulding Company

ASSIGNOR: FRED WEDAM
ASSIGNEE: DOUGLAS K. WHITSETT

After recording, please return to:

James R. Uerlings
Boivin, Jones & Uerlings
110 N6th Street
Klamath Falls, OR 97601

25496

STATE OF OREGON)
 :ss
 COUNTY OF KLAMATH)

Personally appeared the above-named, DOUG WHITSETT, who subscribed and swore to the foregoing and acknowledged the foregoing instrument to be his voluntary act and deed.

Dated this 6 day of December, 1990.

Before me:

Nanda R. Perkin
 NOTARY PUBLIC FOR OREGON

My commission expires: 12/5/93



STATE OF OREGON)
 :ss
 COUNTY OF KLAMATH)

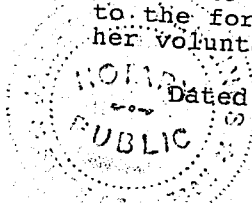
Personally appeared the above-named, DODE COLLIER, as President of Swan Lake Moulding Company, who subscribed and swore to the foregoing and acknowledged the foregoing instrument to be her voluntary act and deed.

Dated this 4 day of December, 1990.

Before me:

John R. Huey
 NOTARY PUBLIC FOR OREGON

My commission expires: 2-20-91



STATE OF Louisiana)
 :ss
 COUNTY OF)

Personally appeared the above-named, FRED WEDAM, who subscribed and swore to the foregoing and acknowledged the foregoing instrument to be his voluntary act and deed.

Dated this 14th day of Dec., 1990.

Before me:

Marie B. Amy McElhite
 NOTARY PUBLIC FOR

My commission expires: at death

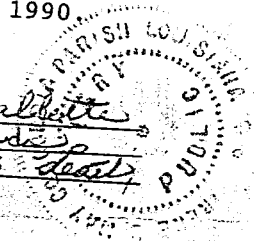


EXHIBIT "A"- Ground Lease
Legal Description

The real property in Klamath County, Oregon, described as follows:

Parcel 1:

STARTING at the Northwest corner of Section 3, T.39 S. R. 9 E.W.M., and running thence S. 00°00½' E. along the West line of said section, 977.8 feet to intersection with the Southerly right of way line of the Klamath Falls-Lakeview State Highway as at present constructed; thence S. 55°52½' E. along said right of way line 300.53 feet; thence at right angles S. 34°07½' W. 24.8 feet to the true point of beginning of this description, said true point of beginning being also the beginning of the center line of an 8" party wall; thence from said beginning point at right angles to said right of way line along said party wall center line S. 34°07½' W. 125.3 feet; thence S. 55°52½' E. 35.67 feet parallel with said right of way line; thence N. 34°07½' E. 125.3 feet; thence N. 55°52½' W. 35.67 feet to the true point of beginning, together with the right of egress and ingress over the 24.8 feet between said property and the Klamath Falls-Lakeview State Highway,

Parcel 2:

STARTING at the Northwest corner of Section 3, Twp.39 S.R. 9 E.W.M., and running thence South 0°00½' East 977.8 feet; thence South 55°52½' East 336.2 feet; thence South 34°07½' West 25 feet to the true point of beginning of this description; thence from said true point of beginning running South 34°07½' West 125 feet; thence South 55°52½' East 50 feet; thence North 34°07½' East 125 feet; thence North 55°52½' West 50 feet to the true point of beginning, together with the right of ingress and egress over the 25 feet between said property and the Dalles-California Highway.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Boivin, Jones, Uerlings the 27th day
 of Dec. A.D., 19 90 at 3:48 o'clock P M., and duly recorded in Vol. M90,
 of Deeds on Page 25494.

FEE \$43.00

Evelyn Biehn - County Clerk

By Pauline Nuclendore