

NA 1029

BARGAIN AND SALE DEED

Vol. MAS Page 14665

MTU13967530

KNOW ALL MEN BY THESE PRESENTS, That
A & R RANCH, INC.

hereinafter called grantor,
for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto
FOUR A'S RANCH, INC.
hereinafter called grantee, and unto grantee's heirs, successors and assigns all of that certain real property with the
tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County
of KLAMATH, State of Oregon, described as follows, to-wit:

SEE ATTACHED EXHIBIT A AND B. ATTACHED HERETO

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.
The true and actual consideration paid for this transfer, stated in terms of dollars, is \$

However, the actual consideration consists of or includes other property or value given or promised which is
the whole consideration (indicate which). (The sentence between the symbols @, if not applicable, should be deleted. See ORS 93.030.)

In construing this deed and where the context so requires, the singular includes the plural and all grammatical
changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 2nd day of JUNE, 1995;
if a corporate grantor, it has caused its name to be signed and its seal affixed by an officer or other person duly author-
ized to do so by order of its board of directors.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS
INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS.
BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE
TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY
PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY
LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN
ORS 30.930.

A & R RANCH, INC.

STATE OF OREGON, County of Klamath ss.
This instrument was acknowledged before me on June 2, 1995
by SAM ASADURIAN
This instrument was acknowledged before me on June 2, 1995,
by SAM ASADURIAN
SECRETARY



OFFICIAL SEAL
CATHERINE L. PHILLIPS
NOTARY PUBLIC - OREGON
COMMISSION NO. 032218
MY COMMISSION EXPIRES FEB 21, 1998

Catherine L. Phillips

Notary Public for Oregon

My commission expires 2/21/98

A & R RANCH, INC.
37815 MCCARTIE LN.
BONANZA, OR 97623
Grantor's Name and Address
FOUR A'S RANCH, INC.
37815 MCCARTIE LN.
BONANZA, OR 97623
Grantee's Name and Address
After recording return to (Name, Address, Zip):
FOUR A'S RANCH, INC.
37815 MCCARTIE LN.
BONANZA, OR 97623
Until requested otherwise send all tax statements to (Name, Address, Zip):
FOUR A'S RANCH, INC.
37815 MCCARTIE LN.
BONANZA, OR 97623

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,
County of } ss.
I certify that the within instru-
ment was received for record on the
day of 1995,
at o'clock M., and recorded
in book/reel/volume No. on
page or as fee/file/instru-
ment/microfilm/reception No.
Record of Deeds of said County.
Witness my hand and seal of
County affixed.

NAME TITLE
By Deputy

06-02-95 P.03-55 RCVD

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1

Township 38 South, Range 12, East of the Willamette Meridian, Klamath County, Oregon.

- Section 14: SE1/4 SE1/4
- Section 15: SE1/4 SE1/4
- Section 20: SW1/4, SE1/4 NW1/4, NW1/4 SE1/4, SE1/4 NE1/4, E1/2 SE1/4
- Section 22: NE1/4 NE1/4
- Section 23: N1/2, NE1/4 SW1/4, N1/2 SE1/4
- Section 24: W1/2, W1/2 E1/2, SE1/4 NE1/4, NE1/4 SE1/4
- Section 29: NE1/4 NE1/4
- Section 31: SW1/4 SE1/4, E1/2 SE1/4, Lots 1, 2 and 3, NE1/4 SW1/4
- Section 32: SE1/4 NE1/4, E1/2 SE1/4
- Section 33: SW1/4, S1/2 NW1/4, SW1/4 SE1/4

Township 38 South, Range 13, East of the Willamette Meridian, Klamath County, Oregon.

- Section 3: E1/2 SE1/4, SW1/4 SE1/4
- Section 4: SW1/4 SE1/4
- Section 9: NW1/4 NE1/4
- Section 10: NW1/4 NE1/4
- Section 16: N1/2
- Section 17: NE1/4, N1/2 SE1/4, SE1/4 SE1/4
- Section 20: NE1/4
- Section 21: NW1/4, W1/2 NE1/4

Township 39 South, Range 12, East of the Willamette Meridian, Klamath County, Oregon.

- Section 4: Lots 1, 2 and 4, S1/2 N1/2, N1/2 S1/2, SW1/4 SW1/4
- Section 5: Lots 1 and 4, SW1/4 NW1/4, W1/2 SW1/4, SE1/4 SW1/4, SE1/4
- Section 6: Lots 1, 2, 3 and 4, SE1/4 NW1/4, S1/2 NE1/4, NE1/4 SE1/4, S1/2 SE1/4
- Section 7: NE1/4
- Section 8: ALL, EXCEPT the W1/2 SW1/4 and N1/2 SW1/4 NW1/4
- Section 9: ALL
- Section 15: W1/2 W1/2
- Section 16: E1/2
- Section 17: E1/2, SE1/4 NW1/4, and that portion of NE1/4 NW1/4 lying Easterly and Southerly of Canal.

PARCEL 2

Township 39 South, Range 12, East of the Willamette Meridian, Klamath County, Oregon.

- Section 8: N1/2 SW1/4 NW1/4
- Section 16: W1/2

EXHIBIT B

COMPROMISE AGREEMENT (Agreement) Made and dated as of the last date set opposite the signatures of the parties hereto between SAMUEL ASADURIAN and ALICE ASADURIAN, husband and wife, individually and as Trustees of the Samuel and Alice Asadurian Trust of 1984 utd 8-1-84 (Asadurian), JAMES L. RODGERS and MARY ANN RODGERS, husband and wife (Rodgers), and A & R RANCH, INC., an Oregon corporation, (A&R);

W I T N E S S E T H:

A. RECITALS: The parties recite as follows:

1. Prior to April 29, 1991, Asadurian and Rodgers were co-owners of certain Agricultural Property consisting of real property, machinery and equipment, used and useful for the agricultural purpose of livestock breeding and/or raising and farming of crops for that purpose. After that date, Asadurian and Rodgers transferred the Agricultural Property to A&R.

2. A&R is the fee owner of that certain real property described in Exhibit "A" (Ranch).

3. Disputes have developed between Asadurian and Rodgers regarding Rodgers administration and operation of A&R.

4. The parties desire to compromise and fully settle their differences as set forth in this Agreement.

B. AGREEMENT: The parties agree as follows:

1. Subject to the terms and conditions set forth in this Agreement, Rodgers agrees to sell to A&R and A&R agrees to buy from Rodgers, all of Rodgers' 1,000 shares of A&R's common stock (Shares).

2. The consideration for the Shares is \$1,000.00.

C. A&R's COVENANTS: A&R covenants with Rodgers as follows:

1. A&R shall pay the Shares' purchase price upon Closing.

2. A&R shall relinquish any claim to those items of equipment set forth in Exhibit "B".

3. A&R shall relinquish any claim to those items of horses, cattle

and tack set forth in Exhibit "C".

4. A&R shall pay \$450.00 to Rodgers for the benefit of Nathan Rodgers, Celia Rodgers, and Anthony Rodgers in the amount of \$150.00 each.

5. A&R warrants and covenants that there is no personal liability of Rodgers for the obligations from A&R to Asadurian, ACR Leasing, or Asadurian Horse Ranch.

6. A&R shall pay \$777.37 to Rodgers as reimbursement for outstanding petty cash advanced by Rodgers for A&R.

D. COVENANTS, REPRESENTATIONS AND WARRANTIES OF RODGERS: Rodgers, jointly and severally, covenants and represents and warrants to Asadurian and A&R that:

1. Rodgers' removal from Ranch by no later than September 30, 1994, only those items of equipment set forth in Exhibit "B".

2. Rodgers' removal from Ranch by no later than September 30, 1994, only the horses, cattle and tack set forth in Exhibit "C".

3. Rodgers' immediate surrender of all credit cards in A&R's name.

4. Rodgers' vacating of the dwelling and outbuildings of the Ranch by no later than September 30, 1994.

5. Rodgers' immediate transfer to A&R title to the following:

(a) Ford Truck, ID #1FTCR15XIMPA19703.

(b) CIH No. 415 Packer/Mulcher Serial No. V029014.

(c) AC 7050 Tractor, Serial No. 2062.

(d) Case 1370 Tractor, Serial No. 8820105.

Each transfer shall be subject to outstanding debt which A&R shall assume as of closing. The transfers shall be either by change in registration or by proper bill of sale at A&R's request.

6. A&R is a corporation duly organized, validly existing and in good standing under the laws of Oregon.

7. Rodgers is the owner, beneficially and of record, of the Shares free and clear of all liens, encumbrances, security agreements, equities, options, claims, charges, and restrictions. Rodgers has full power to transfer the Shares to A&R without obtaining the consent or approval of any other person or governmental authority.

8. Since the last annual report to the shareholders, all change in the financial condition or operations of A&R have been in the ordinary course of business.

9. Within the times and in the manner prescribed by law, A&R has filed all federal, state, and local tax returns required by law and has paid all taxes, assessments, and penalties due and payable except as set forth in Exhibit "D".

10. Exhibit "A" is all real property owned by A&R and Rodgers claims no interest of any kind in the same.

11. The books and records of A&R contain an accurate description of all machinery, equipment, and all other tangible personal property owned by, in the possession of, or used by A&R.

12. Attached as Exhibit "D" is an accurate statement of all accounts payable by A&R.

13. A&R has good and marketable title to all assets and interests in assets, whether real, personal, mixed, tangible, or intangible, which constitute all the assets and interests in assets that are used in the businesses of A&R. All mortgages, liens, pledges, charges, encumbrances, equities, claims, easements, rights of way, covenants, conditions, or restrictions have been fully disclosed except for possible minor matters that, in the aggregate, are not substantial in amount and do not materially detract from or interfere with the present or intended use of any of these assets or materially impair business operations. All real property and tangible personal property of A&R necessary to the operation of A&R's business is in operating condition and repair, ordinary wear and tear excepted.

14. All insurance policies held by A&R have been fully described and are not in default with respect to payment of premiums on any such policy.

15. A&R has not received notice of any violation of any applicable federal, state, or local statute, law, or regulation (including, without limitation, any applicable building, zoning, environmental protection, or other law, ordinance, or regulation) affecting their properties or the operation of their business; and to the best of the knowledge of Rodgers, and A&R, there are no such violations. This provision is subject to the following exceptions: Waste dumping and route spilling of fertilizer and petroleum products.

16. Except as set forth in this subarticle, there is not pending, or, to the best knowledge of Rodgers threatened, any suit, action, arbitration, or legal, administrative, or other proceeding, or governmental investigation against or affecting A&R, or any of A&R's businesses, assets, or financial condition. The matters set forth in this subarticle, if decided adversely to A&R, may result in a material adverse change in the business, assets, or financial condition of A&R.

A&R is not in default with respect to any order, writ, injunction, or decree of any federal, state, local, or foreign court, department, agency, or instrumentality. This provision is subject to the following exception: Pape Brothers, Inc. v. AC Construction, Inc., a foreign corporation, et al, Klamath County Circuit Court Case No. 93 04535 CV.

E. CLOSING: The parties shall close the transaction contemplated by this Agreement on September 12, 1994 (Closing Date), and the place is the Law Offices of Giacomini & Knieps, 706 Main Street, Klamath Falls, Oregon 97601. Rodgers' covenants contained in this Agreement shall be performed by Rodgers contemporaneously with performance by A&R of its covenants and Asadurian's and A&R's covenants contained in this Agreement shall be performed by them contemporaneously with the performance by Rodgers of their covenants contained in this Agreement. At the closing, Rodgers shall deliver the following instrument in the forms specified in this Agreement:

1. A transfer of the Shares duly executed by Rodgers in the form of Exhibit "E" with signatures guaranteed by a bank or trust company.
2. Resignation of Mary Ann Rodgers as A&R's treasurer and director.
3. Resignation of James L. Rodgers as A&R's president and director.
4. Withdrawal of Mary Ann Rodgers as signatory on any A&R bank account.
5. Withdrawal of James L. Rodgers as signatory on any A&R bank account.
6. Quitclaim Deed from James L. Rodgers and Mary Ann Rodgers to A&R.

F. MUTUAL RELEASE: Except for the covenants of each party contained in this Agreement to be performed by each party pursuant to this Agreement each party hereby releases the other as follows:

1. Asadurian and A&R hereby release Rodgers, jointly and severally, and their respective heirs, representatives, successors, and assigns, from any and all claims, demands, causes of action, or suit, of whatever kind or nature, whether known or not, in favor of Asadurian and A&R and as against Rodgers, jointly and severally, or any one or more of them.
2. Rodgers, jointly and severally, each for themselves, hereby release Asadurian and A&R, jointly and severally, and their respective heirs, representatives, successors, and assigns, from any and all claims, demands, causes of action, or suit, of whatever kind or nature, whether known or not, in favor of Rodgers and against Asadurian and A&R, jointly and severally, or any one or more of them.

G. INDEMNITY: A&R shall assume and timely pay all indebtedness and accounts set forth on Exhibit "D". A&R and Asadurian shall indemnify and hold Rodgers harmless against, and in respect of, any and all claims, losses, expenses, costs, obligations, and liabilities Rodgers may incur by reason of the corporation's failure to timely pay the accounts and obligations set forth on Exhibit "D". In addition, A&R and Asadurian shall indemnify and hold Rodgers harmless against, in respect of, any and all claims, losses, expenses, costs, obligations, and liabilities Rodgers may incur by reason of any act or omission of A&R, or any of its successors or assigns, after closing of this Agreement. These indemnification agreements shall extend to, without limiting the generality of the foregoing, claims, demands, judgments, court costs and attorney fees both at trial and on appeal.

H. FURTHER ASSURANCES: In addition to the documents, instruments or assurances specifically required to be executed and delivered by each party pursuant to this Agreement, each party will do, execute, and deliver whatever further acts, documents, instruments or assurances as each shall reasonably require from the other for better confirming each covenant of each party contained in this Agreement. Without limiting the generality of the foregoing, Asadurian shall ratify this Agreement in writing within 30 days.

I. COSTS: The cost of the transaction contemplated by this Agreement shall be borne by the parties as follows:

1. Each party represents and warrants that it has dealt with no broker or finder in connection with any transaction contemplated by this Agreement, and, as far as it knows, no broker or other person is entitled to any commission or finder's fee in connection with any of these transactions. Each party agrees to indemnify and hold harmless one another against any loss, liability, damage, cost, claim, or expense incurred by reason of any brokerage, commission, or finder's fee alleged to be payable because of any act, omission, or statement of the indemnifying party.

2. Each party shall pay each party's own costs and expenses incurred or to be incurred regarding the transactions contemplated by this Agreement.

J. FORM OF AGREEMENT: This Agreement shall be interpreted as follows:

1. Subject headings of this Agreement clauses are included for convenience only and shall not affect the construction or interpretation of any provision.

2. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in this Agreement and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement

shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

3. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

K. PARTIES: The parties to this Agreement shall be governed by the following provisions pertaining to parties in interest and assignees:

1. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over against any party to this Agreement.

2. This Agreement shall be binding on, and shall inure to the benefit of, the parties to it and their respective heirs, legal representatives, successors, and assigns.

L. REMEDIES: The remedies of each party are as follows:

1. Any matter arising under or in connection with this Agreement, or any document or instrument implemental of or ancillary to this Agreement, shall be submitted to arbitration. Arbitration is initiated and required by giving notice specifying the matter to be arbitrated. If a court action is already pending on any matter concerning which the notice is given, the notice is ineffective unless given before the expiration of 30 days after service of process on the person giving the notice. The arbitration shall be in conformity with and subject to the provisions of the Oregon Revised Statutes relating to arbitration as they stand amended at the time of the notice. The arbitrators shall be bound by this Agreement. Pleadings in any action on the same matter shall, if the arbitration is required or consented to, be deemed amended to limit the issues to those contemplated by the rules prescribed above. Each party shall pay half of the arbitration including arbitrators' fees. Attorney fees shall be awarded as separately provided in this Agreement. Three arbitrators shall be appointed as follows: (a) within 30 days of notice requiring arbitration, each party shall appoint one arbitrator and give notice of the appointment to the other party; (b) the two arbitrators shall choose a third arbitrator within 20 days after appointment of the second; and (c) if either party fails to appoint an arbitrator, or if the two arbitrators fail to choose a third, the appointment shall be made by the then presiding judge of the Circuit Court for Klamath County, Oregon, acting in its official capacity on the application of either party and on 20 days' notice to the other party; provided that either party may, by notice given before commencement of

the arbitration hearing, consent to arbitration by the arbitrator appointed by the other party, in which event, no further appointments of arbitrators shall be made and any other arbitrators previously appointed shall be dismissed.

2. Each party's obligation under this Agreement is unique. If any party should default in its obligations under this Agreement, the parties each acknowledge that it would be extremely impracticable to measure the resulting damages; accordingly, the nondefaulting party or parties, in addition to any other available rights or remedies, may sue in equity for specific performance, and the parties each expressly waive the defense that a remedy in damages will be adequate. Notwithstanding any breach or default by any of the parties of any of their respective representations, warranties, covenants, or agreements under this Agreement, if the purchase and sale contemplated by it shall be consummated at the Closing, each of the parties waives any rights that it or they may have to rescind this Agreement or the transaction consummated by it; provided, however, that this waiver shall not affect any other rights or remedies available to the parties under this Agreement or under the law.

3. If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

M. NATURE AND SURVIVAL OF REPRESENTATIONS AND OBLIGATIONS: No representations or warranties whatever are made by any party, except as specifically set forth in this Agreement, or in an instrument, certificate, opinion, or other writing provided for in this Agreement, or in any document or instrument implemental of, or ancillary to, this Agreement.

N. NOTICES: All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed as follows:

To Rodgers at:

Jerry Molatore, Esq.
Henderson, Molatore & Klein
426 Main Street
Klamath Falls, Oregon 97601

To A&R at:

PO Box 187
Bonanza, Oregon 97623

Any party may change its address for purposes of this paragraph by giving the other parties written notice of the new address in the manner set forth above.

O. GOVERNING LAW: This Agreement shall be construed in accordance with, and governed by, the laws of the State of Oregon as applied to contracts that are executed and performed entirely in Oregon.

P. SEVERABILITY: If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the parties.

Q. DEFINITIONS: In addition to definitions contained in the text of this Agreement, the following terms shall have the following meanings:

1. The term "Agreement" shall mean this document.
2. The terms "party", "party's", or "parties" shall mean Rodgers, Asadurian, or A&R, as the context and circumstances shall require.
3. The term "Governmental Entity" shall mean the United States of America, State thereof, or political subdivision of any State, or any quasi-governmental entity, or any agency thereof, or any country other than the United States of America.

R. SHALL AND MAY: The use of the word "shall" indicates a mandatory direction, while the use of the word "may" indicates a permissive, but not mandatory, grant of authority.

S. WAIVER OF CONFLICT OF INTEREST: Each party waives any actual or implied conflict of interest as follows:

1. The actual or potential for, conflict of interest, and any interdealings of any nature, arising out of either Asadurian or Rodgers acting as an officer, shareholder, or director of A&R is hereby waived.

2. Each party declares that: Prior to the execution of this Agreement, each party apprised itself of sufficient relative data, either through experts or other sources of its own selection, in order that each party might exercise its own judgment in deciding upon contents of this Agreement and the transaction contemplated by it; whether to execute this Agreement and the documents and/or instruments required by it. The decision of each party is not based on or influenced by any declarations or representations of the above named releasees, or their respective agents, employees, or attorneys; no party is acting under any misapprehension as to the effect of this Agreement; no party is acting under any duress, undue influence or misrepresentations; and that each party has been represented by independent counsel as follows: Asadurian and A&R by the Law Offices of Giacomini & Knieps, 706 Main Street, Klamath Falls, Oregon 97601.

Rodgers by Henderson, Molatore & Klein, 426 Main Street, Klamath Falls, Oregon 97601.

IN WITNESS WHEREOF, the parties to this Agreement have duly executed it on the day and year set opposite their signatures.

DATE

SIGNATURE

9/13/94

Samuel Asadurian
Samuel Asadurian,
Individually and as Trustee

By Larry Smalheiser
Larry Smalheiser
Attorney in Fact

9/13/94

Alice Asadurian
Alice Asadurian,
Individually and as Trustee

By Larry Smalheiser
Larry Smalheiser
Attorney in Fact

9/13/94

James L. Rodgers
James L. Rodgers

9-13-94

Mary Ann Rodgers
Mary Ann Rodgers

A & R RANCH, INC., an Oregon corporation

9/13/94

By James L. Rodgers
President

By Sally Asadurian
Secretary

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1

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- Section 14: SE1/4 SE1/4
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- Section 23: N1/2, NE1/4 SW1/4, N1/2 SE1/4
- Section 24: W1/2, W1/2 E1/2, SE1/4 NE1/4, NE1/4 SE1/4
- Section 29: NE1/4 NE1/4
- Section 31: SW1/4 SE1/4, E1/2 SE1/4, Lots 1, 2 and 3, NE1/4 SW1/4
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- Section 20: NE1/4
- Section 21: NW1/4, W1/2 NE1/4

Township 39 South, Range 12, East of the Willamette Meridian, Klamath County, Oregon.

- Section 4: Lots 1, 2 and 4, S1/2 N1/2, N1/2 S1/2, SW1/4 SW1/4
- Section 5: Lots 1 and 4, SW1/4 NW1/4, W1/2 SW1/4, SE1/4 SW1/4, SE1/4
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- Section 7: NE1/4
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- Section 15: W1/2 W1/2
- Section 16: E1/2
- Section 17: E1/2, SE1/4 NW1/4, and that portion of NE1/4 NW1/4 lying Easterly and Southerly of Canal.

PARCEL 2

Township 39 South, Range 12, East of the Willamette Meridian, Klamath County, Oregon.

- Section 8: N1/2 SW1/4 NW1/4
- Section 16: W1/2

AR RANCH, INC.
Balance Sheet
September 30, 1994

14677

ASSETS

Current Assets		
CASH IN CHECKING-SVSB	\$	3,559.63
DUE FROM EMPLOYEES		<u>30.00</u>
Total Current Assets		3,589.63
Property and Equipment		
HORSES		8,350.00
LIVESTOCK		202,750.98
TRACTORS, TRUCKS, AUTOS		134,855.08
MACHINERY & EQUIPMENT		120,511.56
IRRIGATION EQUIPMENT		237,398.32
IRRIGATION WELLS & PUMPS		220,123.50
BUILDINGS		250,023.10
MOBILE HOMES		86,749.97
PENS, CORRALLS & FENCING		166,281.94
OFFICE EQUIPMENT		3,497.00
ACCUMULATED DEPRECIATION		<174,276.00>
LAND		845,000.00
MINING PERMITS		74,500.00
RESERVOIRS		15,700.00
AMORTIZATION		<7,110.00>
Total Property and Equipment		2,184,355.45
Other Assets		
PREPAID LOAN FEE		<u>13,334.00</u>
Total Other Assets		<u>13,334.00</u>
Total Assets	\$	<u><u>2,201,279.08</u></u>

LIABILITIES AND CAPITAL

Current Liabilities		
SVSB CREDIT LINE	\$	163,912.52
PROPERTY TAXES PAYABLE		31,000.00
PAYROLL TAXES PAYABLE		5,275.50
FED WITHHOLDING TAXES		919.00
STATE WITHHOLDING TAXES		386.82
FICA		2,154.90
MEDICARE		504.88
Payroll Taxes Due (Summary)		<u>0.00</u>
Total Current Liabilities		204,152.90
Long-Term Liabilities		
NP-DIV. SERV.-KERNS PIVOT		10,656.95
LOAN - SVSB MORTGAGE		778,622.33
LOAN-SAM ASADURIAN		45,438.00
EQUIPMENT LOAN-SAM A.		155,491.00
LOAN-ACR LEASING		510,000.00
NOTES PAYABLE-GARY WILLIAMS		230,000.00
LOAN-SVSB MOBILE		13,471.33
BANK OF AMERICA-RANGER		8,819.24
LOAN-SEC. PACIFIC MOBILE		19,889.49
NP-SHASTA INTL TRACTOR		45.52
NP-SHASTA INTL MULCHER		812.15
NP-SHASTA INTL AC TRACTOR		328.68
NOTES PAYABLE-.US BANK-DODGE		<u>10,712.55</u>
Total Long-Term Liabilities		<u>1,784,287.24</u>
Total Liabilities		1,988,440.14
Capital		
COMMON STOCK		1,135,323.15
RETAINED EARNINGS		<919,723.43>
AAA		<23,853.00>
Net Income		<u>23,092.22</u>

Unaudited - For Management Purposes Only

AR RANCH, INC.
Balance Sheet
September 30, 1994

Total Capital		<u>212,838.94</u>
Total Liabilities & Capital	\$	<u><u>2,201,279.08</u></u>

THIS IS AN ESTIMATE

RESIGNATION

JAMES L. RODGERS hereby resigns as president and director of A & R Ranch, Inc., an Oregon corporation, effective immediately.

DATED: 9/13/94.


James L. Rodgers

14679

RESIGNATION

MARY ANN RODGERS hereby resigns as treasurer and director of A & R Ranch, Inc., an Oregon corporation, effective immediately.

DATED: 9-13-94

Mary Ann Rodgers
Mary Ann Rodgers

OREGON DEPARTMENT OF AGRICULTURE
LIVESTOCK HEALTH & IDENTIFICATION DIVISION
635 CAPITOL STREET NE
SALEM OR 97310-0110
(503) 986-4681
TDD: (503) 986-4762

FILE NO.: 9729

14680

RECORDED:
April 19, 1995**

LIVESTOCK BRAND CERTIFICATE

4A

BRAND DESIGN:
BRAND LOCATION: rhc

EARMARK:

BRAND OWNER: Four A's Ranch, Inc.
37815 McCartie Lane
Bonanza, OR 97623

```
*****
%                                     %
%           Brand Location Codes           %
% lhc - left hip cattle                   rhc - right hip cattle           %
% lrc - left ribs cattle                   rrc - right ribs cattle           %
% lshc - left shoulder cattle               rshc - right shoulder cattle      %
% lnc - left neck cattle                   rnc - right neck cattle           %
*****
```

THIS IS YOUR CERTIFICATE. KEEP IT IN A SAFE PLACE.

****BIENNIAL RENEWAL:**

All livestock brands are renewed at the end of every odd-numbered year (1995, 1997, 1999, 2001, etc.). This brand will become eligible for renewal during the fall of 1995. Renewal notices will be mailed during September of 1995. If you do not renew the brand between September and December 31, 1995, the brand will expire on January 1, 1996.

TRANSFER OF OWNERSHIP RIGHTS:

A transfer of brand ownership rights must be completed through the Department of Agriculture within six months of the death of a brand owner. If the transfer is not completed within the six-month period, Oregon law requires the brand recordation be terminated. Thereafter, the livestock brand is available to any applicant.

ADDRESS CHANGE:

Be sure to notify the Department of Agriculture of any address change.

Submit the original
and one true copy
\$10.00



SECRETARY OF STATE
Corporation Division
Business Registry
158 12th Street NE
Salem, OR 97310-0210
(503) 378-4166

THIS SPACE FOR OFFICE USE ONLY

Registry Number:

245393-89

FILED

DEC 30 1994

ARTICLES OF AMENDMENT

By Incorporators, Directors or Shareholders

SECRETARY OF STATE

PLEASE TYPE OR PRINT LEGIBLY IN BLACK INK

1. Name of the corporation prior to amendment:

A & R RANCH, INC.

2. State the article number(s) and set forth the article(s) as it is amended to read or attach a separate sheet.

Article 1: The name of the corporation shall be changed to:
Four A's Ranch, Inc.

3. The amendment(s) was adopted on December 27, 1994. (If more than one amendment was adopted, identify the date of adoption of each amendment.)

4. Check the appropriate statement:

Shareholder action was required to adopt the amendment(s). The vote was as follows:

Class or series of shares	Number of shares outstanding	Number of votes entitled to be cast	Number of votes cast for	Number of votes cast against
THE SHAREHOLDER VOTE WAS UNANIMOUS.				

Shareholder action was not required to adopt the amendment(s). The amendment(s) was adopted by the board of directors without shareholder action.

The corporation has not issued any shares of stock. Shareholder action was not required to adopt the amendment(s). The amendment(s) was adopted by the incorporators or by the board of directors.

Execution:

Signature

Carl Asadurian
Printed name

President
Title

Person to contact about this filing:

EDITH C. SHANNON

800)888-9207

Name

Daytime phone number

Corporation Mailing Address: P.O. Box 187, Bonanza, Oregon 97623

Make checks payable to the Corporation Division. Submit the completed form and fee to: Corporation Division, Business Registry, 158 12th Street NE, Salem, Oregon 97310-0210.

Submit the original \$10.00



Corporation Division - Business Registry
Public Service Building
255 Capitol Street NE, Suite 151
Salem, OR 97310-1327
(503) 986-2200 Facsimile (503) 378-4381

THIS SPACE FOR OFFICE USE ONLY

Registry Number:

245393-89

FILED
DEC 30 1994
SECRETARY OF STATE

CHANGE OF REGISTERED AGENT AND OFFICE
Corporations and Business Trusts

PLEASE TYPE OR PRINT LEGIBLY IN BLACK INK

1. Name of corporation: Four A's Ranch, Inc. (formerly A & R Ranch, Inc.)

2. COMPLETE EITHER SECTION A, (1)-(6) OR SECTION B, (1)-(5) BELOW.

A. Change of registered agent AND office.

(1) The registered agent has been changed to: C T CORPORATION SYSTEM

(2) The new registered agent has consented to this appointment.

(3) The address of the new registered office is:
520 S.W. Yamhill, Suite 800 Portland, Oregon 97204
Must be an Oregon street address City State Zip code

(4) The street address of the new registered office and the business address of the new registered agent are identical.

(5) Mailing address of the registered agent (if different from registered office):

Street and number or PO box City State Zip code

(6) Execution: [Signature] Carl Asadurian President
Signature Printed name Corporate officer title

B. Change of registered agent's business office ONLY.

(1) The address of the registered office has been changed to:

Must be an Oregon street address City State Zip code

(2) The street address of the new registered office and the business address of the registered agent are identical.

(3) The corporation has been notified in writing of this change.

(4) Mailing address of the registered agent (if different from registered office):

Street and number or PO box City State Zip code

(5) Execution:

Signature of agent or officer Printed name Title

3. Indicate the address you want the Division to use as a mailing address:

[] A. Please send annual reports to the registered agent.

[X] B. Please send annual reports to the corporation at the following address:

P.O. Box 187 Bonanza Oregon 97623
Street and number or PO box City State Zip code

4. Person to contact about this filing: EDITH C. SHANNON (800) 888-9207
141 (11/93) Name Daytime phone number

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co the 2nd day
of June A.D., 19 95 at 3:55 o'clock P M., and duly recorded in Vol. M95
of Deeds on Page 14665

FEE \$115.00

By Bernetha G. Letsch, County Clerk