

State of Oregon, County of Klamath  
 Recorded 08/15/2004 10:48 a m  
 Vol M04 Pg 38228-32  
 Linda Smith, County Clerk  
 Fee \$ 41.00 # of Pgs 5

**ASSIGNMENT OF LEASE AGREEMENT**

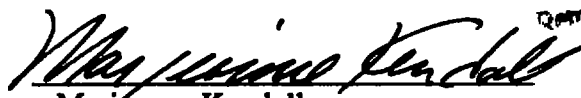
ASSIGNMENT, made as of this 4<sup>th</sup> day of MAY, 2004, between Melvin B. Kendall, and his wife Marjeanne Kendall, having an address at 3601 Pontchartrain, Lake Havasu City, AZ 86404, as the assignors hereunder (collectively hereinafter referred to as the "Assignor"), and Melvin B. Kendall and Marjeanne Kendall, having an address at 3601 Pontchartrain, Lake Havasu City, AZ 86404, as Trustee under the Declaration of Trust of even date herewith, known as the Melvin B. Kendall and Marjeanne Kendall Living Trust, made by Melvin B. Kendall and Marjeanne Kendall and said Trustee, as the assignee hereunder (hereinafter referred to as the "Assignee").

WITNESSETH, that Assignor, in consideration of Ten Dollars and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby assign unto Assignee and the heirs, personal representatives, executors, administrators, successors and assigns of Assignee forever, the lease agreement more particularly described in Exhibit A attached hereto and made a part hereof,

TO HAVE AND TO HOLD the same unto Assignee and the heirs, personal representatives, executors, administrators, successors and assigns of Assignee forever.

IN WITNESS WHEREOF, Assignor has duly executed this Assignment on the date first above written.

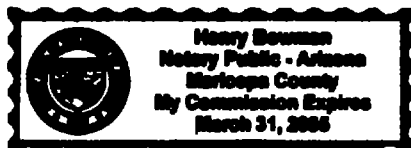
  
 Melvin B. Kendall  
 Assignor

  
 Marjeanne Kendall  
 Assignor

*Stamped @ Counter*

STATE OF ARIZONA, COUNTY OF MOHAVE, ss.

The foregoing instrument was acknowledged before me on the 4<sup>th</sup> day of May, 2004, by Melvin B. Kendall.

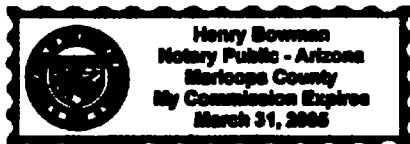


Henry Bowman

Notary Public  
My commission expires on 3-31-05

STATE OF ARIZONA, COUNTY OF MOHAVE, ss.

The foregoing instrument was acknowledged before me on the 4<sup>th</sup> day of May, 2004, by Marjeanne Kendall.



Henry Bowman

Notary Public  
My commission expires on

38230

**EXHIBIT "A"**

01 APR 3 PM 2:50

Vol. MD1 Page 13631  
38231

#2 Shop lease and purchase option

LEASE OF BUSINESS PREMISES  
AND PURCHASE OPTION

This agreement of lease made and executed by the parties the 23rd day of February, 2001 effective the first day of March, 2001, between MELVIN B. KENDALL and MARJEANNE KENDALL, Husband and Wife, hereinafter referred to as Lessor; and Leonard A. Lewis and Jack F. Nielsen, and Lori J. Nielsen hereinafter referred to as Lessee.

WITNESSETH

Lessor leases to Lessee the property located in Klamath County, Oregon, legally described on Exhibit "A", attached hereto and by this reference incorporated herein as is fully set forth.

I

POSSESSION: Lessee's right to possession and obligations under the lease shall commence on March 1, 2001.

II

TERM: The term of this lease shall commence March 1, 2001 and continue through February 28, 2006.

III

RENT: ~~Lessee shall pay Lessor as rent the sum of no less than \$1,000.00 per month for the three months beginning on March 1, 2001 and continuing to May 31, 2001. Thereafter Rents shall be payable in the following manner: \$1,500.00 per month payable June 1, 2001, with a further and like payment in the amount of \$1,500.00 due and payable the first day each month thereafter until February 28, 2006.~~ 15th May 15, 2006 April 15, 2006

IV

ADDRESS FOR PAYMENT: Payments of rent shall be made to Lessor or his authorized agent at the address as follows:

Aspen Title & Escrow, Inc. 8845137  
525 Main Street  
Klamath Falls OR 97601

In the event rent is not paid within ten (10) days after due date. Lessee agrees to pay a late charge of \$10.00 per day for each day that the rent is late, plus interest at (10%) per annum on the delinquent amount. Lessee further agrees to pay \$20.00 on each dishonored check.

V

UTILITIES: Lessee shall be responsible for the payment of all utilities and services.

Real Property located in the County of Klamath, State of Oregon.  
described as:

A tract of land situated in the S 1/2 NW 1/4 of section 21, Township 39 South, Range 9 East of the Willamette Meridian, more particularly described as follows:

Beginning at a point in the Northerly boundary of the S 1/2 NW 1/4 of Section 21, Township 39 South, Range 9 East, of the Willamette Meridian, from which the Northwest corner of the SW 1/4 NW 1/4 of said section 21, bears South 88 degrees 50 1/2 minutes West a distance of 1888.80 feet distant and running thence North 88 degrees 50 1/2 minutes East a distance of 237.7 feet; thence South 0 degrees 10 minutes West to the Northeasterly line of the U.S. Lateral C4 E1; thence along said canal line North 55 degrees 55 1/2 minutes West to an angle bend in said canal and thence North 6 degrees 45 minutes West 366.6 feet to the point of beginning.

Acct. #3909-201B0-00900

Key #581668

State of Oregon, County of Klamath  
Recorded 04/03/01, at 2:52 p. m.  
In Vol. M01 Page 3631  
Linda Smith,  
County Clerk Fee \$ 26.00  
5.00