

2007-002815

Klamath County, Oregon



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Fee: \$86.00

After recording return to:

Blair M. Henderson
Attorney at Law
404 Main Street, Suite 3
Klamath Falls, OR 97601

ASSIGNMENT AND ASSUMPTION AGREEMENT

FOR VALUE RECEIVED, **Graphic Press, Inc.**, an Oregon corporation ("**Assignor**"), assigns, transfers and sets over to SmithBates Printing & Design, LLC, an Oregon corporation ("**Assignee**"), all of Assignor's right, title and interest as of the date of February 15, 2007, in the that certain LEASE AND PURCHASE OPTION AGREEMENT dated as of April 1, 2005 between Assignor and Barbara Tremaine and attached as Appendix A (the "Lease Agreement"); and Assignee hereby assumes and agrees to pay and perform all obligations of Assignor under the Lease Agreement.

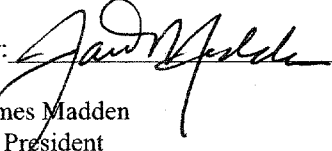
This Assignment and Assumption Agreement is executed pursuant to the Asset Purchase Agreement (the "Agreement") between Assignee and Assignor, which contains warranties, rights and limitations with respect to the obligations assigned and assumed hereunder and which Agreement is incorporated herein by this reference.

Assignees' obligation under the lease and for utilities shall be prorated as of the date of closing.


All capitalized terms in this instrument shall have the meanings set forth in the Agreement, unless separately defined herein.

DATED this 16 day of February, 2007.

Graphic Press, Inc.
Assignor

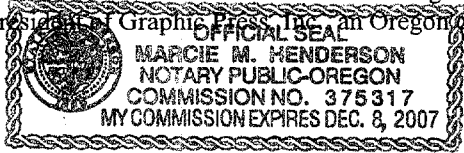
By: 
James Madden
Its President

SmithBates Printing & Design, LLC
Assignee

By: 
Dan Cavanaugh,
Its President

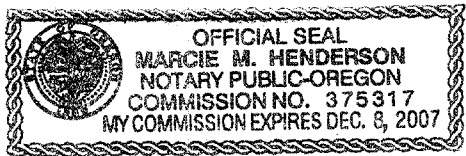
STATE OF OREGON)
) ss.
County of Klamath)

This instrument was acknowledged before me on this 16 day of February, 2007, by James Madden as President of Graphic Press, Inc, an Oregon corporation.




NOTARY PUBLIC FOR OREGON

This instrument was acknowledged before me on this 16 day of February, 2007, by Dan Cavanaugh, as President of SmithBates Printing & Design, an Oregon limited liability company.




NOTARY PUBLIC FOR OREGON

APPENDIX A

LEASE AND PURCHASE OPTION AGREEMENT

THIS LEASE ("Lease") is made this 1st day of April 2005 between Barbara Tremaine, hereinafter referred to as the "Lessor", having an address of 2727 Front Street, Klamath Falls, OR 97601 and further described in Appendix A, and Graphic Press, Inc., hereinafter referred to as the "Lessee", having an address of 651 Market Street, Klamath Falls, Oregon 97601, and together, the "Parties".

WITNESSETH:

In consideration of the mutual covenants of the parties hereto, it is agreed as follows:

1. **DEMISE OF THE PREMISES.** The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor the real property commonly known as 651 Market Street, Klamath Falls, OR 97601. The real property and improvements are referred to in this Lease as the "Premises."
2. **TERM.** The term of this Lease ("Term") shall be three years, commencing effective April 1, 2005.

Extension. Lessee is also hereby given the right to extend the Lease for two additional three-year terms. The Lease rate for the additional terms shall be \$4,371 per month for the second three year period and \$4,776 per month for the final three year period.

3. **RENT.**

3.1 **Rent.** The Lessee shall pay to the Lessor as rent for the Premises the sum of \$4,000 per month, gross. The Lessee shall pay to the Lessor the rent in each and every month of the Lease Term, in advance and without prior demand.

3.2 **Penalty for Late Rent Payment.** Absent written agreement to the contrary, rent for each month of the Term shall be due no later than the 1st day of such month. Lessee shall pay the rent to the Lessor at the address set out above. Rent not received at that address within ten days of the date upon which it was due shall be in default and shall bear a late fee of twelve percent (12%) per annum calculated on a daily basis from the date due until the date received. Unpaid late fees shall be treated as rent for all purposes under this Lease.

4. **PURCHASE OPTION.** The Parties agree that Lessee will have an option to purchase the Premises from the Lessor and upon the closing of the transaction, this Lease shall terminate and neither party shall have any obligation to the other hereunder.

The option to purchase will begin at April 1, 2008 and can be exercised at any time thereafter. The purchase price to purchase the Property will be \$383,000 beginning April 1, 2008. The purchase price will adjusted upward by a rate of 3% annually after the start

of the option period. The purchase price will increase on a prorated basis for midyear purchases.

No default in the Lease shall affect the option to purchase granted in this Agreement, except that any amounts owing under the Lease by Lessee will act to increase the purchase price for the Premises by the amount due under the Lease. The option granted herein shall expire if not exercised by May 1, 20014.

In the event the option to purchase the Premises hereunder is exercised, Lessor shall transfer the Premises to Lessee, upon payment of the purchase price. At such time Lessor, at its cost, shall provide Lessee with an ALTA standard coverage owner's policy with liability in the amount of the purchase price insuring fee title in Purchaser subject only to the Permitted Exceptions.

Permitted Exceptions shall include property taxes (to be paid by Lessor at closing), rights reserved in federal patents or state deeds, building or use restrictions general to the area, existing easements not inconsistent with Purchaser's intended use, the items listed as standard form printed exceptions contained in a standard owner's policy of title insurance, and building or zoning regulations or provisions to the extent not reasonably object to by Lessee. Lessor shall pay one half the escrow fee involved in a sale of the Premises to Lessor and any real estate taxes due will be prorated between Lessor and Lessee at closing.

5. **CONDITION AND USE OF PREMISES.**

5.1 At the time the Lessee is given occupancy of the Premises, the Lessor shall provide the Lessee with such keys to the locks of the Premises as are in the Lessor's possession. Additional keys to those locks may be obtained by the Lessee at the Lessee's expense. The Lessee may install any other locks on the entrances to the Premises or on doors inside the Premises, or modify the existing locks on the Premises, with the prior written approval of the Lessor, said approval not to be unreasonably withheld. The Premises shall only be used for commercial uses and Lessor may inspect the Premises at any time during the Lease Term with reasonable advance notice and caution not to interrupt the business of Lessee.

6. **ASSIGNMENT AND SUBLETTING.**

6.1 The Lessee shall not assign, transfer or encumber this Lease or the Premises described in this Lease or permit occupancy of the Premises by any other person without the prior written consent of the Lessor, which consent shall be in Lessor's sole discretion.

7. **ASSESSMENTS AND TAXES.** The Lessor shall pay and discharge as they become due all general property taxes charged upon the Premises, all special assessments, levied, assessed or charged upon the Premises, sales taxes, duties and charges placed by any government or regulatory agency upon the Premises. Lessee shall pay for any sales taxes, duties and charges placed by any government or regulatory agency upon the Lessee's improvements to the Premises or upon the equipment, fixtures, inventory and other personal property of the Lessee on the Premises.

8. **UTILITIES AND SERVICES.** During the period of this Lease the Lessee shall pay the utility and service expenses. The Lessee shall have sole responsibility for contacting and notifying, in the manner required by the rules and regulations of the utilities and companies, each utility or company and assuring that all such charges and fees are billed to and paid by the Lessee as to each of the utility and service expenses to be borne by the Lessee, including any installations of infrastructure that may be necessary in order for the utility provider to provide service.

Lessor shall be responsible for all real estate taxes on the Premises during the term of the Lease.

9. **DISCHARGE OF LIENS BY LESSEE.** If at any time during the Term of this Lease, whether during a period of construction or reconstruction of buildings, or at any other time, any liens of mechanics, laborers, materialmen, architects, employees or other persons entitled to or asserting liens under any claim of right of statute, or any chattel mortgages, conditional bills of sale, or other consensual liens shall be filed against the Premises or any part of the Premises, the Lessee shall, at its own costs and expense, obtain the discharge of those liens, by payment, bond or otherwise, as provided by law, within thirty (30) days after the giving by the Lessor to the Lessee of written notice that such liens have been filed. However, where under claim of lien, title to the Premises may be transferred within some shorter period of time than thirty days after notice by the Lessor to the Lessee of the existence of that lien, then the Lessee shall have not more than one day less than the time remaining before title to the Premises is transferred, conveyed, or otherwise impaired to, at its own costs and expense, obtain the discharge of those liens, by payment, bond or otherwise, as provided by law. Nothing herein contained shall in anyway prejudice the rights of the Lessee to contest to final judgment or decree of any lien. If the Lessee defaults in obtaining the discharge of any such lien, chattel mortgage or conditional bill of sale, the Lessor, without further notice, may procure and discharge that lien by bond, payment or otherwise and all costs and expenses which the Lessor may incur in obtaining the discharge of that lien or judgment shall be paid by the Lessee to the Lessor as additional rent in accordance with the provisions of this Lease.

10. **DAMAGES AND INDEMNITY.**

10.1 The Lessee shall indemnify, hold harmless and defend the Lessor and its agents from any and all liability to any person or persons for damages, claims, suits, liabilities, costs and expenses arising, directly from the Lessee's occupancy and use of the Premises, or arising from acts by the Lessee, its agents, servants, employees, customers, sublessees and contractors.

10.2 All property of every kind which may be on the Premises during the Term of this Lease, including, without limitation, inventory and equipment of the Lessee upon the Premises, shall be at the sole risk of the Lessee or those claiming under it, and the Lessor shall not be liable to the Lessee, its agents, employees, tenants, subtenants or any other persons whatsoever for injury or death to any person or injury to or loss of any property in or upon the Premises which may arise or be alleged to arise by reason of or in connection with the Lessee's use and occupancy of the Premises during the Term of this

Lease. The Lessee hereby covenants and agrees to assume any and all liability and expense thereof and to save the Lessor harmless therefrom to the extent that Lessor has not caused such liability.

11. **RISK OF LOSS.** The Lessee shall bear all risk of loss as to all personal property of the Lessee stored, placed or remaining on or near the Premises, including, without limitation, inventory, equipment, fixtures and employee personal effects, except to the extent that the losses arose from the acts of the Lessor.

12. **INSURANCE.**

12.1 **Lessee Requirements.** No later than the Commencement of this Lease, Lessee shall maintain insurance as set forth herein. All insurance to be maintained by Lessee shall be primary, without right of contribution from insurance of Lessor. The limits of insurance maintained by Lessee shall not limit Lessee's liability under this Lease. The Lessor shall be named as an additional insured under each of those policies of insurance required hereunder and certificates of those policies of insurance shall be delivered to the Lessor upon execution of this Lease. Said certificates shall provide that such policies will not be canceled or diminished without a minimum of thirty (30) days written notice to Lessor. If Lessee fails to maintain any insurance required in this Lease, Lessee shall be liable for all losses and costs resulting from said failure. The Lessee shall obtain and keep in force during the Term of this Lease a policy or policies of insurance covering:

12.1.1 Comprehensive general liability insurance coverage with minimum limits of liability for bodily injury to one person or damage to property in the amount of Two Million Dollars (\$2,000,000).

12.1.2 Personal injury and property damage, in the minimum amount of Two Million Dollars (\$2,000,000) per accident or loss and Two Million Dollars (\$2,000,000) per person.

12.2 **Lessor Requirements.** No later than the Commencement of this Lease, Lessor shall maintain insurance as set forth herein. All insurance to be maintained by Lessor shall be primary, without right of contribution from insurance of Lessee. The limits of insurance maintained by Lessor shall not limit Lessor's liability under this Lease. The Lessee shall be named as an additional insured under each of those policies of insurance required hereunder and certificates of those policies of insurance shall be delivered to the Lessee prior to Commencement. Said certificates shall provide that such policies will not be canceled or diminished without a minimum of thirty (30) days written notice to Lessee. If Lessor fails to maintain any insurance required in this Lease, Lessor shall be liable for all losses and costs resulting from said failure. The Lessor shall obtain and keep in force during the Term of this Lease a policy or policies of insurance covering:

12.2.1 Lessor agrees to insure the building at full replacement value for fire and extended coverage. Lessee agrees to insure its tenant improvements and betterments as well as business personal property.

12.2.2 Comprehensive general liability insurance coverage with minimum limits of liability for bodily injury to one person or damage to property in the amount of Two Million Dollars (\$2,000,000).

Lessee and Lessor waive all claims against each other and against all subcontractors to the extent covered by insurance obtained pursuant to this Lease

12.3 **Indemnity.** Lessee and Lessor shall each indemnify, protect, defend, (by counsel acceptable to the other party) and hold harmless the other party and its partners, directors, officers, employees, shareholders, agents, contractors, and each of their successors and assigns from and against any and all claims, judgments, causes of action, damages, penalties, costs, liabilities, and expenses, including all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon, arising at any time during or after the Term as a result of (a) any default in the performance of any obligation on the part of such party to be performed under the terms of this Lease, or (b) such party's use of the Premises, the conduct of such party's business or any activity, work or things done, permitted or suffered by such party in or about the Premises. The obligations of each party under this section shall survive the termination of this Lease with respect to any claims or liability arising prior to such termination.

13. **REIMBURSEMENT FOR FUNDS EXPENDED BY LESSOR.** In the event the Lessor shall pay or be compelled to pay any sum of money or do any act that shall require the expenditure or payment of any sum of money by reason of the failure by the Lessee to perform any one or more of the terms, covenants, conditions and agreements contained in this Lease, the Lessee, after such notice, if any, as the Lessee by the terms of this Lease may be entitled to receive, immediately shall repay the same sum of money to the Lessor upon demand. If the Lessee shall fail to so immediately repay those monies, then the sum or sums so paid by the Lessor, together with interest, costs and damages, shall be added as additional rent to the next installment of Rent becoming due on the next Rent day, or on any subsequent Rent day fixed by this Lease, and shall for all purposes whatsoever be deemed to be Rent due and payable on such Rent day, or in any subsequent Rent day, as the Lessor at the Lessor's option, may elect, and shall be payable as such. However, it is expressly covenanted and agreed that payment by the Lessor of any such sum or sums of money or the doing of any such act or acts shall not be deemed to waive or release the default in performance of those acts or the default in payment of those sums or the right of the Lessor to recover possession, at the Lessor's election, of the Premises by reason of the Lessee's default with respect to any such payment or act.

14. **PREVENTION OF WASTE AND MAINTENANCE OF PROPERTY.** The Lessee shall not cause or permit any waste, damage or injury to the Premises, and, at its own expense, shall keep the Premises and the heating, cooling, plumbing and mechanical systems in the same or better order or repair as they are at the commencement of this Lease and Lessee will maintain and repair interior walls, ceilings, doors, windows, and related hardware, light fixtures, switches and wiring and plumbing from the point of entry to the building and Lessee will be responsible for snow removal. The Lessee shall not allow or permit any person, including but not limited to, Lessee, its employees,

customers, contractors, and invitees to leave any litter, debris or garbage either inside or outside of the Premises.

Lessee shall not make any material changes or improvements to the Premises without Lessor's prior written consent, which consent shall not be unreasonably withheld.

15. **ENVIRONMENTAL MATTERS**

15.1 **Hazardous Substances.** Except for routine office and janitorial supplies in usual and customary quantities, stored, used, and disposed of in accordance with all applicable Environmental Laws and except for items customarily used in the printing business, Lessee shall not cause nor permit any Hazardous Materials to be brought upon, stored, manufactured, generated, blended, handled, recycled, treated, disposed of or used on, under or about the Premises or the building.

As used herein, "**Hazardous Materials**" means any substance which is or may be hazardous to human health or safety or to the environment, including, without limitation, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs). As used herein, "Environmental Laws" means any and all applicable federal, state, or local environmental, health and/or safety related laws or regulations.

Lessee shall promptly notify Lessor of any violation of this section. Lessor shall have the right to enter upon and inspect the Premises and to conduct tests, monitor and investigate. If such tests indicate the presence of any material environmental condition, which occurred during the Term of this Lease, Lessee shall reimburse Lessor for the cost of conducting such tests.

In the event Lessee creates any Environmental Condition, Lessee shall promptly take any and all steps necessary to rectify the same to Lessor's reasonable satisfaction or shall, at Lessor's election, reimburse Lessor, upon demand, for the cost to Lessor of performing rectifying work. The phrase "Environmental Condition" shall mean any adverse condition relating to any Hazardous Materials or the environment, including surface water, groundwater, drinking water supply, land, surface or subsurface strata or the ambient air and includes air, land and water pollutants, noise, vibration, light and odors.

15.2 **Indemnification.** Lessee shall indemnify and hold harmless Lessor and its employees, shareholders, lenders, agents, and each of their respective successors and assigns from and against any and all liabilities or costs arising from: (a) Lessee and/or Lessee's employees' or agents' breach of any prohibition or provision of the preceding section or (b) the presence of Hazardous Materials on, under or about the Premises or other property as a result of Lessee's and/or Lessee's employees' or agents' activities.

16. **TERMINATION AND CONDEMNATION.** If at any time during the Term of this Lease, the Premises shall be taken for any public or quasi-public use, under any statute, or by right of eminent domain, then, in that event, when possession shall have been taken thereunder of the Premises by the condemning authority, the Term granted under this Lease and all right of the Lessee under this Lease shall immediately cease and terminate, and the Rent shall be apportioned and paid to the date of that event. Nothing contained in

this Section shall be a waiver, express or implied, of the Lessor and the Lessee of their rights to assert claims for damages for condemnation by any such condemning authority.

17. **PARTIAL DESTRUCTION OF PREMISES.** Partial destruction of the Premises to the extent that they interrupt the business of the Lessee for more than 20 days will give the Lessee an option to terminate this Lease unless the destruction is repaired by Lessor within 30 days from the date of the destruction. In such case the rent due under the Lease shall be reduced based in the same proportion that Lessee's business operations are interrupted.

18. **QUIET ENJOYMENT.** The Lessor covenants and agrees that the Lessee, upon the Lessee's paying the Rent and observing all of the terms, covenants and conditions described in this Lease, may peaceably and quietly enjoy the Premises described in this Lease for the Term of this Lease.

19. **REMOVAL OF IMPROVEMENTS.** Any installation or improvement made to or upon the Premises by the Lessee, shall at the option of the Lessee, exercised at the termination of this Lease:

19.1 become the property of the Lessor and remain upon the Premises at the termination of the Lease; or

19.2 be removed by the Lessee at the termination of this Lease, and the Premises restored, to its condition at the time of the Lease start date, by the Lessee, at its expense.

20. **DEFAULT.**

20.1 Any of the following acts or omissions shall be a default by the Lessee and a material breach of this Lease:

20.1.1 the failure by the Lessee to pay the Rent described in Section 3;

20.1.2 the failure by the Lessee to pay any additions to Rent payable under Sections 9 or 13 or any other provision of this Lease;

20.1.3 the failure by the Lessee to do, keep, observe and perform any of the other terms, provisions, covenants and conditions of this Lease required to be kept, observed and performed by the Lessee;

where the default remains uncured ten (10) days following written notice of the default by the Lessor to the Lessee.

20.2 Where the default is for a breach of this Lease other than a payment of Rent, and the default cannot be practicably cured within ten (10) days, the Lessee may propose to the Lessor, within ten (10) days of notice of the default, a plan by which the default will be cured within thirty (30) days and, if the proposed plan is feasible, does not detract from the adjoining Premises, and is proposed in good faith, the proposed plan for cure of

the default will be accepted by the Lessor. The default in performance of a plan approved by the Lessor cannot be cured by a new proposed plan.

21. **REMEDIES ON DEFAULT.** In the event of any default by the Lessee, and at any time thereafter, the Lessor may serve written notice to quit upon the Lessee. The notice to quit shall provide that the Lessor elects to terminate the Lease upon a specified date not less than ten (10) days after the date upon which the notice to quit is served upon the Lessee. The Lease shall then terminate upon the date set out in the notice to quit, unless the Lessor, in its discretion, and with no obligation that it do so, permits the Lessee to cure the default and recover the Lessee's rights under this Lease. Termination of the Lease by service of a notice to quit shall not relieve the Lessee of the obligation to pay Rent, except as provided in this Lease. No default or failure to perform a proposed plan for cure of a default shall be deemed waiver by the Lessor unless (a) the default is cured under Section 20.2 or, (b) a written waiver is signed by the Lessor, reciting the circumstances of the default and expressly waiving the default.

22. **RIGHT TO RE-ENTER AND RE-LET**

22.1 In the event that this Lease shall be terminated as provided in Section 20, or by summary proceeding or otherwise, or that in the event the Premises or any part thereof shall be abandoned by the Lessee, the Lessor, or its agents, servants or representatives, may immediately or at any time thereafter re-enter and resume possession of the Premises or any part thereof and remove all persons and property therefrom, either by summary proceeding for forcible entry and detainer or by any other suitable action or proceeding at law or equity.

22.2 In the event that this Lease is terminated as provided in Section 20, or terminated by summary proceedings or otherwise, or if the Premises, or any part thereof shall be abandoned by the Lessee, the Lessor, in its own name or as an agent for the Lessee if the Lease is not terminated, may re-let the whole or any portion of the Premises, for any period equal to or greater than or less than the remainder of the current Term of this Lease, for any sums which it may deem reasonable, to any new lessee which it may deem suitable and satisfactory, and for any use or purpose which it may deem appropriate or helpful in effecting such a Lease. However, in no event shall the Lessor be under any obligation to re-let the Premises for any purpose, which is injurious to the Premises or to adjoining Premises. The Lessor shall not in any event be required to pay the Lessee any surplus of any sums received by the Lessor on such a re-letting of the Premises that may be received in excess of the Rent reserved in this Lease.

23. **DAMAGES ON DEFAULT.** In the event that this Lease is terminated under Section 21, or terminated by summary proceedings, or if the Premises have been abandoned, and whether or not the Premises are re-let under Section 22, the Lessor shall be entitled to recover from the Lessee, and the Lessee shall pay to the Lessor:

23.1 An amount equal to all expenses, if any, including reasonable attorney's fees, incurred by the Lessor in recovering possession of the Premises and

23.2 An amount equal to the amount of all rent which the Lessee agreed to pay to the Lessor under this Lease that has become due, including additional rent, if any, less that amount of rent, if any, collected by the Lessor from the Lessee.

24. **REPOSSESSION; HOLDING OVER.**

The Lessee, upon the expiration or termination of this Lease, will peaceably and quietly deliver up to the Lessor, its successors or assigns, the Premises described in this Lease in broom clean and vacant condition if the purchase described in Section 4 is not completed. Should Lessee not so deliver the Premises, then:

24.1 no yearly or other periodic tenancy shall be created but Lessee shall be bound by the terms and provisions of this Lease excepting the Term, any renewal options thereby granted to Tenant and excepting rent shall be twice the amount provided for herein and subject to such additional obligations and conditions as Lessor may impose by notice to Lessee; or,

24.2 with the written consent of the Lessor and agreement by both Parties as to rent payable, the tenancy shall be month to month at the rent agreed and otherwise on the terms and conditions of this Lease excepting the Term and without any option to purchase, unless agreed to otherwise in writing by both Parties.

24.3 Lessee shall promptly indemnify and hold harmless Lessor from and against all claims against Lessor as a result of Lessee remaining in possession of all or any part of the Premises.

25. **RIGHT TO SHOW.** The Lessee agrees that, upon reasonable notice, and not less than three days, from the Lessor or the Lessor's agent, the Lessee will permit the Lessor or the Lessor's agent to show the Premises to any party that the Lessor deems appropriate.

26. **NOTICES.** All notices required by this Lease to be sent by the Lessor to the Lessee shall be sent to the address set forth in the preamble to this Lease unless and until the Lessee notifies the Lessor otherwise in writing. All notices required by this Lease to be sent by the Lessee to the Lessor shall be sent to the Lessor at the address set forth in the preamble to this Lease unless and until the Lessor notifies the Lessee otherwise in writing. Except as provided in this Lease, notice shall be complete when delivered or when placed in the U.S. mail, properly addressed, with postage prepaid.

27. **SUCCESSION OF INTEREST.** This Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors in interest as fully and to the same extent as the original parties hereto.

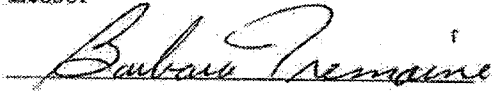
28. **SEVERABILITY.** If any clause or term of this Lease shall be deemed invalid by any court of law, the enforceability of the remaining clauses and terms of the Lease shall be unaffected.

29. **COSTS AND ATTORNEYS FEES; VENUE.** If, by reason of any default or breach of any term or condition of this Lease, a civil action is filed, the losing party agrees to pay

the actual costs and attorneys' fees incurred by the prevailing party. Venue in any such action shall be in the city nearest the Premises. This agreement shall be governed by Oregon law.

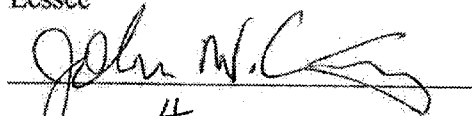
30. **COMPLETE AGREEMENT.** This Lease sets out the entire agreement between the parties, and no modifications may be made to it except in writing signed by both the Lessor and the Lessee.

Barbara Tremaine
Lessor



Date: April 1, 2005

Graphic Press, Inc.
Lessee



Date: April ⁴~~1~~, 2005

By: John W. Courtney

Title: Director

Appendix A
Description of the Premises

Lots 21A, 21B, 21C, 22A, 22B, 23A, 23B and 24B all in Block 7,
RAILROAD ADDITION to the City of Klamath Falls, according
to the official plat thereof on file in the office of the County Clerk
of Klamath County, Oregon.