

G. MAINTENANCE: Heinald Inc., at its own expense, shall maintain and service Display, including in such service, cleaning, reprinting and necessary repairs; and for these purposes Heinald Inc. shall have free access to Display. If Display fails to operate for any reason except by reason of fault of Lessee or his agents or employees, Heinald Inc. shall repair Display within two business days of receipt of written notice from Lessee. If Heinald Inc. fails so to repair the Display, Lessee shall receive a credit of 1/30th of the monthly rental for each day that Display fails to operate in whole or in part in excess of said two business day period, but shall be entitled to no other claim, remedy or damage on account thereof. Charges for any repairs or replacements due to act or negligence of Lessee, its agents or employees will be borne by Lessee.

6. TAXES: Lessee shall pay all personal property and other taxes levied upon or with respect to Displays or the use thereof and/or upon this agreement or the rentals to be paid hereunder, including without limitation, all sales, rental or use taxes levied by the United States or by any State, County, City or political subdivision. In event Hanold Inc. is required to pay any of the foregoing taxes imposed upon Lessor, Lessee shall reimburse Hanold Inc. for such taxes.

7. DAMAGE OR DESTRUCTION OF DISPLAY: In the event of damage to or destruction of Display, Honold Ind. shall have the right at its option either to repair or rebuild the same, and the term of this agreement shall be extended for such period of time as display may be unavailable for us by Lessee by reason of such damage or destruction, or at its option, Honold Ind. may terminate this agreement, in which event the Lessee shall not be obligated to make further rental payment hereunder. However, Lussee shall be responsible for damage to or destruction of Display caused by or resulting from any act or negligence of Lessee, its agents or employees and providing further, however, that this paragraph shall not apply in the event of damage to or destruction of display caused my hurricane, tornado, or similar abnormal weather condition. The risk of loss occasioned by such causes shall be upon Lessee, and this agreement shall continue in effect despite damage to or destruction of Display from such causes.

B. REMOVAL OF DISPLAY: Display shall at all times be deemed personal property. It shall not by reason of attachment or connection thereto, thereby become or be deemed a fixture or appurtenance to such realty, and shall at all times be severable therefrom and shall be and remain at all times the property of **Honold Inc.**, free from any claim or right of **Lessor** or others except as herein provided. Upon termination of this agreement or any extension thereof for any reason, **Honold Inc.** shall have the right, in addition to any other rights, to remove Display from the premises where installed and Lessor agrees to surrender and deliver possession thereof and pay **Honold Inc.** its removal charges. Lessor shall obtain such other acts and things as may be necessary to insure **Honold Inc.**'s right of removal as herein provided.

9. PREACH OF AGREEMENT: Honold Inc. and Lessee mutually agree that Display is not an article of general trade or utility, but is designed to be constructed, installed and maintained at the request and for the special distinctive uses and purposes of Lessee that Display is of no value to Honold Inc. except as so used, and that it is a material consideration to Honold Inc. in entering into this agreement that Lessee shall continue to use Display as contemplated, and it is agreed that if Lessee shall breach any of the terms, provisions or agreements herein contained, or if during the term of this agreement or any extension thereof of bankruptcy, debtor, reorganization or insolvency proceedings are commenced by or against Lessee, or if Lessee makes an assignment for the benefit of creditors, or if a receiver is appointed to take possession of business of Lessee, or if action is taken to accomplish them and, or if Lessee discontinues business in the premises where Display is located, or sells its business or a material part thereof, or files, records or publishes or there is filed, recorded or published a notice of intention to sell or mortgage under any statute or provision of law or "estate transfers" or business or a material part thereof voluntarily or involuntarily, or if the stated use of Display is prohibited for any reason whatsoever; that, and in any such event, all of the unpaid rentals at the end of this agreement or any extension thereof shall without notice or demand, be at once accelerated and become due and payable and all rights and interest of Lessee herein and in the Display shall thereafter terminate. It is agreed that in the event of such acceleration and termination, Lessee's interest herein and in the Display together with deduction for Honold Inc.'s unexpended costs and possible salvage, shall be valued at sum equal to 25% of the amount of the rental for said unexpired term, and that this amount shall be allowed in deduction of Lessee's rights and interest. Payment is to be made before the liquidated amount as liquidated damages in case of any such breach or event for the reason that it is and ever would be

This lease was assigned by Honald, Inc. to B.E. Douglas and Michael F. Truax in the Asset Purchase Agreement and Security Agreement dated December 1, 1977, a memorandum of which was filed with the Wasco County Oregon Recorder on March 1, 1978 and recorder on age 740-8415.

Unpracticable or **commercially difficult** to ascertain the **actual amount of damages**, **Holder**, Inc., shall institute any suit or action for the enforcement of any of the obligations of **Lessor** hereunder, including without limitation the payment of damages, **Lessee** agrees to pay, in addition to all sums found due from **Lessor**, a reasonable attorney's fee, including a fee from any appeal from a judgment or decree. All overdue payments under this agreement shall bear interest at the rate of 10% per annum.

10. CREATION OF SECURITY INTEREST: Lessor hereby grants to Honsild Inc. a security interest in the display(s) described herein to secure the performance of the obligations of Lessor to Honsild Inc. contained herein. Honsild Inc. shall have the rights and remedies provided in the Uniform Commercial Code in force in the state where the display(s) are located to the extent they are not modified herein. In terms permitted by such Code, Lessor will sign and execute alone or with Honsild Inc., any Financing Statement or other document or procure any document necessary to protect the security interest under this Security Agreement against the rights or interests of third persons. Honsild Inc. may give any notice or notification to Lessor required by the Uniform Commercial Code by mailing such notice, postage prepaid, at least five days before the event, if any, which is the subject of the notice, to Lessor's address as it appears herein.

11. DELIVERY AND PERFORMANCE: Honold Inc. shall commence the construction of Display and prosecute the work thereon with diligence until completion. All obligations to be performed by Honold Inc. hereunder shall be subject to date / or failure resulting from war, fire, labor dispute, transportation or commercial delays, acts of God, laws, regulations or restrictions of the Government or public authorities or accidents, forces, conditions or circumstances, whether or not similar to the foregoing, beyond its reasonable control.

12. WAIVER OF BREACH: Time and punctual performance of each and all of the terms, provisions and agreements herein are of the essence of this agreement, except as herein, otherwise expressly provided. No waiver by either party hereto of the nonperformance or any breach of any term, provision, condition or agreement hereof or of any default hereunder shall be construed to be or operate as a waiver of any subsequent or prior or any breach or default.

13. TRANSFER OF AGREEMENT. All of the terms, provisions and agreements herein shall be binding upon the successors, assigns and legal representatives of the respective parts hereto, provided, however, that the intellectual property herein shall be transferable only with the prior written consent of Hondeco Inc.

14. PERMITS AND LICENSES. Ronald Inc. shall obtain all permits and licenses from public authorities for the operation of the display. Lessee shall obtain the necessary permission of the premises and other's whose consent is necessary for the maintenance, use and/or existence of display. In the event of any of the above mentioned permits, Lessee shall not be liable for any of its responsibilities under the terms of this agreement if such permit is denied after every reasonable effort by Lessee to obtain same. When this agreement shall terminate will not exceed that Ronald Inc. shall be reimbursed for its expenses.

IS SERVICE WIRING COST OF ELECTRICITY, RENT AND MAINTENANCE OR BUILDING PHYSICAL CONDITION. Lessee shall furnish all electrical equipment capable and appropriate to the location of the building and shall connect the same and will pay for all electrical wiring and fixtures and shall be responsible for the supply thereof. The lessor shall pay for all expenses in writing to the contractor. Lessee shall provide the necessary amounts to the building owner at Displays. Lessee shall pay the cost of replacing power lines or other facilities to each unit by the Federal, State or Municipal agencies. The lessee shall have the right to make the assumption that no violation will be in normal and ordinary use over a set conditions or underground obstructions. The parties agree to adjust the extra installation cost based on the actual cost.

16. LEEBEE-HALI PROVIDE SERVICE FEED WIRES OF SUITABLE CAPACITY TO LOCATION OF DISPLAY IN ADVANCE OF INSTALLATION DATE AND SUBSEQUENTLY MAKE CONNECTION THERETO.

1. ACCEPTANCE OF AGREEMENT: This agreement shall not be binding upon the parties until accepted by or on behalf of Lassen and upon acceptance by an executive officer of Hornell Inc. and shall be binding upon both parties on behalf of their respective companies. It is hereby further declared and agreed and understood that there were no prior oral or written negotiations, or understandings, or representations or understandings between the parties that are not herein expressed.

employees and providing further, however, that this period shall apply in the event of damage to or destruction of display caused by fire, lightning, hurricane, tornado, or similar abnormal weather condition. The use of occasioned by such causes shall be upon lessee and this option shall continue in effect despite damage to or destruction of display caused by such causes.

8. REMOVAL OF DISPLAY. Display shall at all times be deemed personal property. It shall not by reason of attachment or connection thereto become or be deemed a fixture or appurtenance to such rental. It shall at all times be severable therefrom and shall be and remain at all times the property of Ronald Inc. free from any claim or right of the lessors or others except as herein provided. Upon termination of this agreement or any extension thereof for any cause, Ronald Inc. shall have the right, in addition to any other rights Ronald Inc. may have hereunder or at law, to remove Display from the premises where installed, and Lessee agrees to surrender and deliver possession thereof and pay Ronald Inc. removal charges. Lessor shall obtain such contracts from others and such other acts and things as shall be necessary to insure Ronald Inc. right of removal as herein provided.

9. BREACH OF AGREEMENT: Ronald Inc. and Lessee mutually recognize that Display is not an article of general trade or utility, but is designed to be constructed, installed and maintained at the request and for the special distinctive uses and purposes of Lessee, that Display is of little value to Ronald Inc. except as so used, and that it is a material consideration to Ronald Inc. in entering into this agreement that Lessee will continue to use Display as contemplated, and it is expressly agreed that Lessee shall breach any of the terms, provisions or agreements herein contained, or if during the term of this agreement it or any extension thereof, or by reason of bankruptcy, debtor, reorganization or insolvency proceeding, is succeeded by or against Lessee, or if Lessee makes an assignment for the benefit of creditors, or if a receiver is appointed to take possession of the business of Lessee, or if, as in is taken to accomplish this end, Lessee discontinues business in the premises where Display is located, sells its business or a material part thereof, or files records or publishes or there is filed, records, or published a notice of intention to sell or mortgage under any statute or provision of law or leases or transfers its business or a material part thereof voluntarily or involuntarily, or if the third use of Display is prohibited for any reason whatsoever, then in any such event, all of the unpaid rentals at the end of this agreement or any extension thereof shall without notice or demand be at once accelerated and become due and payable and all rights and interests

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Let us herein and in the Display shall therupon terminate it is agreed
that in the event of such acceleration and termination lessor's
herein and in the Display together with deduction for cost of removal
expanded costs and possible salvage shall be allowed at sum equal to
of the amount of the rental for said unit prior to any or that time and
shall be allowed in deduction of lessee's obligation to said provider
as in the herein for a liquidated amount of liquidated damages
of any such breach or event for the reason "it is agreed

This lease was assigned by Horizon, Inc. to Truax on December 1, 1977, a memorandum of which was filed with the Oregon Recorder on March 16, 1978 and recorded in Book 1000.

1. WAR OF INDEPENDENCE The first major conflict between the United States and Great Britain was the War of Independence. It began in 1775 and ended in 1783 with the signing of the Treaty of Paris.

11. THAT THE STANDING COMMITTEE ON FINANCE, IN ITS REPORT, RECOMMENDS THAT THE GOVERNMENT OF CANADA MAKE A GRANT OF \$1,000,000.00 TO THE FEDERATION OF CANADIAN LABOUR UNIONS, FOR THE PURPOSE OF ASSISTING THE FEDERATION IN THE PURCHASE OF EQUIPMENT AND IN THE PAYMENT OF EXPENSES INCURRED IN THE ORGANIZATION OF THE FEDERATION OF CANADIAN LABOUR UNIONS.

The term of an authority may be extended by up to 10 years and may be terminated by either party at any time if the purpose of the agreement is no longer pursued or if one party has breached the terms of the agreement. The parties may terminate the agreement at any time by giving the other party written notice.

In re Ryk F. Whitehead, et al., C. C. L. 10-1000, Appeal from the District Court for the District of Columbia, No. 10-1000, and Appeal from the District Court for the District of Columbia, No. 10-1001. The supply prices of the Federal Government for the construction of buildings and structures, including the cost of labor, materials, and equipment, shall provide for the payment of prevailing wages. This provision applies to the building industry. It does not affect the rights of contractors, subcontractors, or other organizations to determine their own rates of pay. It does not affect the authority of the Secretary of Labor to regulate the amount of time that may be spent on any one job. It does not affect the right of the Secretary of Labor to regulate the amount of time that may be spent on any one job. It does not affect the right of the Secretary of Labor to regulate the amount of time that may be spent on any one job.

THE FEDERAL BUREAU OF INVESTIGATION,
U. S. DEPARTMENT OF JUSTICE,
AND THE STATE DEPARTMENT.