

GREENVILLE, S.C.
DEC 10 10 37 AM '80
JOHN W. HANRSLEY

(Greenville, S.C. (South))

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This instrument was prepared by:

Proskauer Rose Goetz & Mendelsohn
300 Park Avenue
New York, New York 10022

MEMORANDUM OF LEASE AGREEMENT

THIS MEMORANDUM OF LEASE AGREEMENT ("Memorandum of Lease") dated as of November 25, 1980 by and between NADABC ASSOCIATES, a New York partnership ("Lessor"), having an address c/o Proskauer Rose Goetz & Mendelsohn, 300 Park Avenue, New York, New York 10022 and EVANS PRODUCTS COMPANY, a Delaware corporation ("Lessee"), having an address at 1121 S.W. Salmon Street, Portland, Oregon 97208.

W I T N E S S E T H

WHEREAS, Lessor and Lessee have entered into a Lease Agreement dated as of November 25, 1980 (the "Lease"), wherein Lessor has let and demised to Lessee the premises (the "Premises") consisting of (i) Lessor's estate in the land described in Schedule A hereto (the "Land"), (ii) Lessor's estate in all buildings, structures and other improvements (including the attachments and other affixed property) now or hereafter located on the Land (the "Improvements") and (iii) the respective licenses, easements, rights, privileges and appurtenances relating to the Land and the Improvements, including but without limitation, all licenses, easements, rights, benefits and privileges under the agreements listed in Schedule A hereto, if any (the "Agreements"), all subject, however, to the permitted exceptions set forth on Schedule A hereto (the "Permitted Exceptions") and Lessor has granted and created in favor of Lessee certain rights to acquire Lessor's interest in the Premises, a copy of the Lease being held by each of the parties thereto; and

WHEREAS, Lessor and Lessee desire to enter into this Memorandum of Lease which is to be recorded in order that third parties may have notice of Lessee's interest in the Premises and of the existence of the Lease;

NOW, THEREFORE, Lessor, in consideration of the rents, covenants, and agreements on the part of Lessee to be paid and performed, hereby lets and demises to Lessee the Premises, subject to the Permitted Exceptions, all in accordance with the terms of the Lease.

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