

**ASSIGNMENT OF LEASE CONTRACT  
AND CONSENT BY LANDLORD**

This Assignment of Lease Contract (the "Assignment") dated the \_\_\_\_ day of \_\_\_\_\_, 2009, is by and between Freightliner Specialty Vehicles, Inc. *aka* Sinor Manufacturing Company, Inc., an Oklahoma corporation ("Assignor"), SportChassis, LLC, an Oklahoma limited liability company ("Assignee"), and Clinton Public Works Authority, a Public Trust ("Landlord").

**RECITALS**

WHEREAS, Assignor has entered into with Landlord that certain Lease Contract dated April 1, 1995, and that certain Addendum To Lease Contract dated April 1, 1995 (collectively, the "Lease") concerning certain real property described as follows:

Blocks 1, 2, and 3 of Neptune Park, a Subdivision of the SE/4, Sec. 27, T. 12N., R. 17W. I.M., together with all improvements thereon and appurtenances thereto including the 212,000 square foot "Kellwood building," subject to easements and right-of-way of record; (the "Property"); and

WHEREAS, Assignor is desirous of assigning all of its right, title and interest in and to the Lease to Assignee and Assignee is willing to accept such assignment and to assume all obligations of the Tenant thereunder effective on and after the date hereof (the "Effective Date" of this Lease Assignment), upon the terms and conditions set forth hereinbelow;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. *Assignment.* Assignor does hereby assign, transfer, grant, sell and deliver to Assignee all of Assignor's right, title and interest in and to the Lease, i.e., the entire leasehold interest of the Tenant and all rights of Assignor granted under the Lease, effective on the Effective Date.

2. *Acceptance and Assumption.* Assignee does hereby accept, assume and agree to observe, perform and discharge, duly and punctually, all and singular the terms, provisions, conditions, covenants and agreements contained in the Lease on the part of the Tenant to be kept, performed and complied with effective from and after the original Lease date.

3. *Further Actions.* Assignor hereby covenants that Assignor will, at any time and from time to time, upon written request therefor and at Assignee's sole expense, execute and deliver to Assignee such documents as Assignee may reasonably request in order to effect the purposes of this Assignment and carry out the provisions hereof.

4. *Landlord's Consent.* Landlord hereby consents to the assignment by Assignor of all of its interest in the Lease. Landlord further agrees that notwithstanding anything in the Lease to the

contrary, it will not terminate the Lease because Assignor no longer manufactures ambulances. Landlord agrees that the current manufacturing operations of Assignor are "similar specialty vehicles" under the Lease, or to the extent the Lease is inconsistent in that respect, the Lease is hereby amended to include Assignor's current operations as a permitted use under the Lease.

5. *Reaffirmation.* By its execution below, Assignor reaffirms all its obligations under the Lease and confirms that, through the effective date of this Assignment, Landlord is not in default or breach of the Lease and Assignor has no defenses which Assignor could raise as a defense to full performance of its obligations under the Lease.

6. *Counterparts.* This Assignment may be executed in any number of counterparts, each of which shall constitute one and the same instrument, and any party hereto may execute this Assignment by signing any such counterpart.

7. *Binding Effect.* This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. *Governing Law.* This Assignment shall be governed by and construed in accordance with the laws of the State of Oklahoma.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, intending the same to be executed under seal, this \_\_\_\_ day of \_\_\_\_\_, 2009.

ASSIGNOR:

FREIGHTLINER SPECIALTY VEHICLES, INC.,  
an Oklahoma corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

LANDLORD:

CLINTON PUBLIC WORKS AUTHORITY,  
a Public Trust

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

**SPORTCHASSIS, LLC,  
an Oklahoma limited liability company**

**By: Its Manager**

**SportChassis Holdings, Inc.,  
an Oklahoma corporation**

**By: \_\_\_\_\_**

**Name: \_\_\_\_\_**

**Title: \_\_\_\_\_**

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