

1 MODIFICATION AND EXTENSION of Lease between W. V. MEADE, LOIS HOUT
2 HOLLEY, and GLEN W. HOUT and LOIS HOUT HOLLEY as Trustees under the Will
3 of VERA L. HOUT, deceased, (hereinafter called "LESSOR") and J. ANTHONY
4 GIACOMINI, (hereinafter called "LESSEE");

5 W I T N E S S E T H:

6 The parties hereto hereby modify that certain Lease Indenture dated
7 September 31, 1970, between the above mentioned Lessor and Lessee and re-
8 corded [pursuant to ORS 93.640 (1)] in Volume M-74, page 12459, Miscel-
9 laneous Records of Klamath County, Oregon (to which reference is made
10 for more particulars) as follows:

11 1. The following terms shall have the following meaning:

12 a. Lease: The Lease Indenture dated September 30, 1970, and
13 recorded in Volume M-74, page 12459.

14 b. Ground floor premises: The office space at 635 Main Street,
Klamath Falls, Oregon, described in the Lease.

15 c. Second floor premises: That portion of the second floor
16 of the building in which the ground floor premises are situated
shaded in red on Exhibit "1".

17 d. Premises: Both the ground floor premises and second floor
18 premises.

19 2. The Lease is hereby amended to include the premises as above
20 defined.

21 3. The base rent for the premises is hereby increased from \$275.00
22 a month to \$425.00 a month. The increased base rent shall commence
23 on June 15, 1975, and continue thereafter during the term of the
24 Lease and any renewal thereof.

25 4. Lessee shall, at his sole expense, remodel the ground floor pre-
26 mises and second floor premises to suit his needs as he shall, from
27 time to time, desire. Lessee covenants to undertake an initial re-
28 modeling project consisting of the following: construction of a
29 4 ft. wide stairway from the ground floor premises to the second
30 floor premises; installation of any desired air conditioning units
31 and any duct work required by Lessee; construction of any partitions,
32 doorways and/or landings desired by Lessee; installation of necessary

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1 electrical conduits, meters, lighting and electrical fixtures
2 and outlets desired by Lessee; installation of smoke detectors;
3 installation of floor covering desired by Lessee in the second
4 floor premises; installation of all panelling; all painting of
5 the second floor premises; and installation of locks and doors
6 as desired by Lessee. All such construction shall be generally
7 according to plans prepared by Robert Ford, Architect, dated
8 May 17, 1975, a copy of which Lessee acknowledges has been de-
9 livered to Lessee by Lessor.

10 5. In addition to the base rent, Lessee shall pay for all electri-
11 cal services required by Lessee to the premises. To facilitate
12 determination of Lessee's obligation to pay for electrical services
13 to the second floor premises, Lessee shall install a sub-meter for
14 the second floor premises which Lessor shall read and bill monthly
15 at the same rate as the Pacific Power and Light Company now charges
16 for electrical services to the entire second floor of the building
17 in which the second floor premises are situated. Lessee shall pay
18 each monthly billing of Lessor based upon Lessor's meter reading
19 within thirty (30) days and failure to pay any such monthly bill-
20 ing shall constitute a breach of the Lease the same as failure to
21 pay rent should constitute a breach of said Lease.

22 6. To the extent that Lessor continues to provide heat to the
23 second floor of the building in which the second floor premises
24 are situated, Lessor shall continue to provide heat to the second
25 floor premises as well without charge. Any supplemental heat re-
26 quired by Lessee shall be at Lessee's expense. Nothing contained
27 herein shall require Lessor to continue to provide heat to any
28 tenant of the building.

29 7. Except as expressly modified by this instrument, the parties
30 hereto reaffirm and ratify the terms, covenants, conditions and
31 provisions of the Lease Indenture dated September 30, 1970, and
32 recorded in Volume M-74, page 12459, Miscellaneous Records of

1 Klamath County, Oregon, and agree that the Lease and this In-
 2 strument shall be construed as one as though the provisions
 3 hereof were originally included in the Lease.

4 WITNESS the hands and seals of the parties hereto this

5 16th day of June, 1975.

6 W. V. Meade (SEAL)
 7 W. V. Meade

By J. Anthony Giacomini (SEAL)
 J. Anthony Giacomini

8 Lois Hout Holley (SEAL)
 9 Lois Hout Holley

LESSEE

10 Glen W. Hout and Lois Hout Holley
 11 as Trustees under the Will of
 12 Vera L. Hout, deceased.

13 By Glen W. Hout (SEAL)
 14 Glen W. Hout

15
 16 By Lois Hout Holley (SEAL)
 17 Lois Hout Holley

18 LESSORS

19
 20 STATE OF OREGON)
 21 County of Klamath) ss.

22 On this 23rd day of June, 1975, personally appeared the above named
 23 W. V. MEADE and acknowledged the foregoing instrument to be his voluntary
 act and deed.

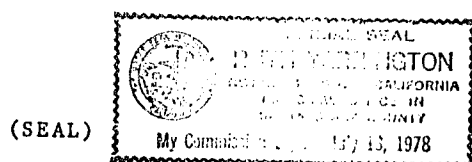
24 Before me:

25
 26
 27 (SEAL)

Mameda E. Giacomini
 Notary Public for Oregon
 My Commission expires: Aug 5, 1978

1 STATE OF CALIFORNIA)
 2) ss.
 3 County of Santa Clara

4 On this 16th day of June, 1975, personally appeared the above named
 5 LOIS HOUT HOLLEY and acknowledged the foregoing instrument to be her
 6 voluntary act and deed.



Before me: Ruth Yarrington

Ruth Yarrington
 Notary Public for
 My Commission expires: July 18, 1978

10 STATE OF CALIFORNIA)
 11) ss.
 12 County of Santa Clara

13 On this 16th day of June, 1975, personally appeared the above named
 14 GLEN W. HOUT and LOIS HOUT HOLLEY as Trustees under the Will of VERA L.
 15 HOUT, deceased, and acknowledged the foregoing instrument to be their
 16 voluntary act and deed.

Before me: Ruth Yarrington



Ruth Yarrington
 Notary Public for
 My Commission expires: July 18, 1978

20 STATE OF OREGON)
 21) ss.
 22 County of Klamath

23 On this 23rd day of June, 1975, personally appeared the above named
 24 J. ANTHONY GIACOMINI and acknowledged the foregoing instrument to be his
 25 voluntary act and deed.

Before me:

26 (SEAL)

Alameda E. Giacomini
 Notary Public for Oregon
 My Commission expires: Aug 5, 1978

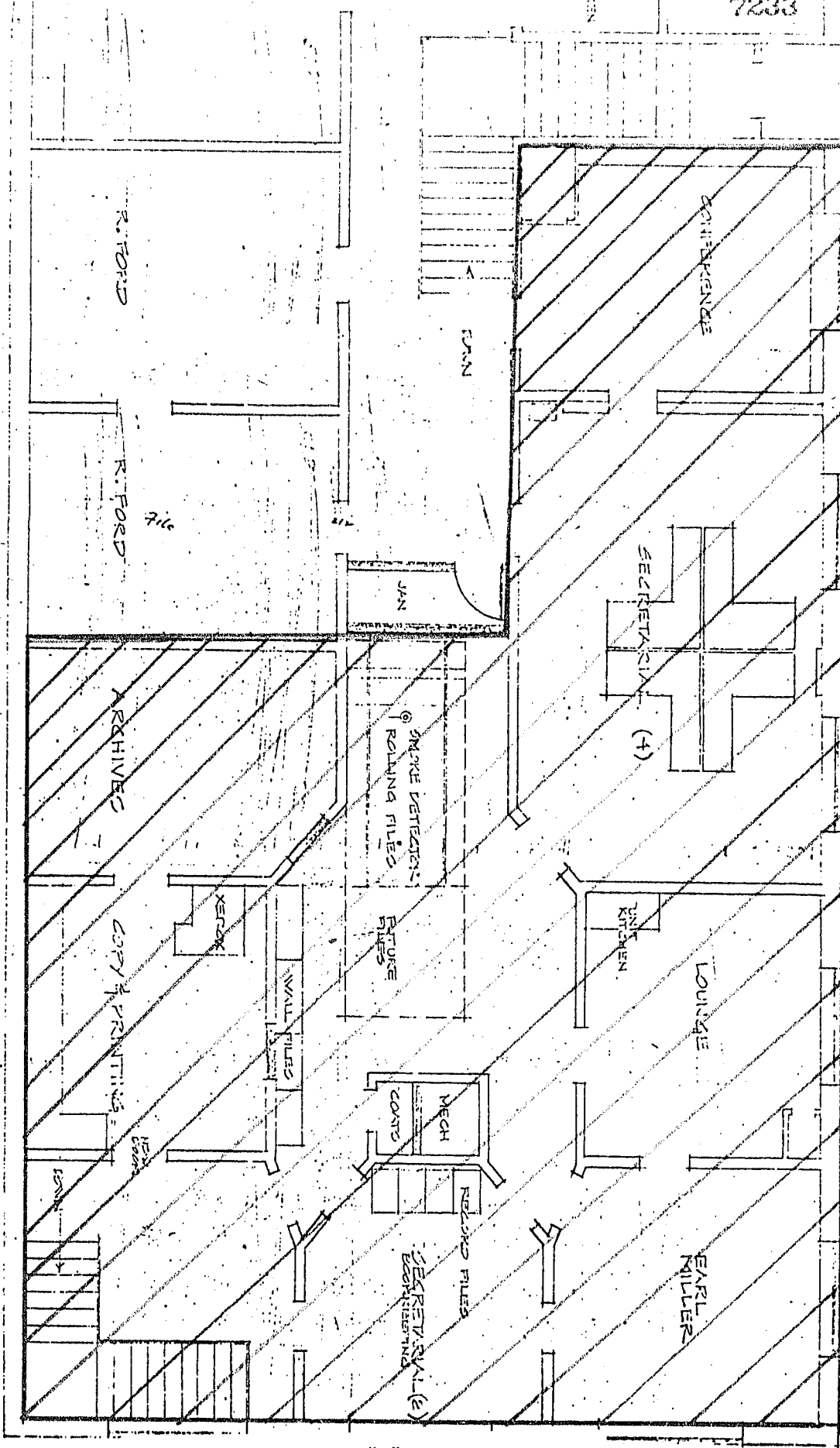


EXHIBIT "1"

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of GIACOMINI, JONES & ZAMSKY

this 25th day of JUNE A. D., 1975 at 3:50 o'clock P. M., and duly recorded in

Vol. M 75, of DEEDS on Page 729

Ret - J. Anthony Giacomini
635 Main

635 main

1.53

Feb 23 10 00

WM. D. MILNE, County Clerk

By Hazil Inazil Deputy