

K. 34957
THIS ASSIGNMENT AGREEMENT Made as of the last date set opposite the signatures of the parties hereto, between WM. V. MEADE and WM. JACK MEADE, Initial Trustees UTA dated September 15, 1976; UNITED STATES NATIONAL BANK OF OREGON, Trustee (hereinafter called "Assignor"), and RICHARD F. BOGATAY and FRED W. STILWELL (hereinafter called "Assignee");

W I T N E S S E T H:

For valuable consideration it is mutually agreed as follows:

1. Assignor does hereby assign and set over unto Assignee, without recourse, that certain Lease attached hereto as Exhibit "1".

2. This Assignment is subject to the terms, covenants, and conditions of the above-described Lease.

3. Assignee hereby accepts this Assignment of Lease according to the terms, covenants and conditions above set forth and covenants and agrees with Assignor to perform the terms, covenants and conditions of said Lease assigned to Assignee by this Agreement. In addition, Assignee agrees Assignor retains the right to collect and enforce all rental obligations accrued to December 1, 1981.

4. Exhibit "1" attached hereto is incorporated into this Agreement as though fully set forth at the place in this Agreement at which reference to it is made. All words used herein in the singular number shall extend to and include the plural. All words used in the plural number shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

5. This Agreement shall inure to the benefit of, and be binding upon, the heirs, administrators, executors, personal representatives, successors-in-interest, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date set opposite their signatures.

DATE

11/30/81

11-30-81

11/30/81

12/1/81

12/1/81

Return to KCTV

3766

SIGNATURE

WM. V. Meade
WM. V. MEADE (Assignor)

WM. Jack Meade
WM. JACK MEADE (Assignor)

(Initial Trustees UTA dated 9/15/76)

UNITED STATES NATIONAL BANK OF OREGON,
Trustee

K By: Richard F. Bogatay
TRUST ADMINISTRATIVE OFFICER (Assignor)

Richard F. Bogatay
RICHARD F. BOGATAY (Assignee)

Fred W. Stilwell
FRED W. STILWELL (Assignee)

9320

THIS LEASE, Made and entered into by and between W. V. MEADE and LOIS HOUT HOLLEY, and GLEN W. HOUT and LOIS HOUT HOLLEY as Trustees under the Will of Vera L. Hout, deceased, hereinafter referred to as Lessors, and J. ANTHONY GIACOMINI, hereinafter referred to as Lessee,

W I T N E S S E T H:

Lessors do hereby let and demise to lessee, in consideration of the payment of the rents and the performance of the covenants contained herein, and Lessee does hereby lease, hire and take from Lessors upon the terms and conditions hereinafter set forth and in consideration of the covenants of the Lessors hereinafter contained, the real property and storeroom situate at 635 Main Street, Klamath Falls, Oregon, together with the two rooms in the basement in which Lessors shall install doors.

TO HAVE AND TO HOLD the same for and during the term commencing November 15, 1970, and terminating November 14, 1980, subject to the terms and conditions of this lease hereinafter set forth.

IN CONSIDERATION WHEREOF:

1. OCCUPANCY: Lessee shall occupy the premises for the purpose of conducting and operating his profession of Attorney-at-Law.

2. RENT: Lessee shall pay for said premises, at the office of Lessors, or at such other place as Lessors, their successors or assigns, may from time to time in writing designate, an annual rental of \$3300.00, in equal monthly installments of \$275.00, in advance, on the 15th day of each and every month during said term.

In addition to said cash rental Lessee shall pay, on or before the 15th of November of each year during the term of this lease, or any renewal thereof, an additional annual rent equal to 40% of the difference between the Klamath County real property taxes on the realty and building in which the leased premises are situated for each year after the 1970-71 fiscal year greater than the Klamath County real property taxes on the realty and building in which the leased premises are situate for the 1970-71 fiscal year. Any increase for the first year of the lease shall be born 4/12ths to lessors and 7/12ths to Lessee.

1 Lessors shall forthwith remodel the premises in accordance with the
2 plans and specifications of William H. Seibert, Architect, which are attached
3 hereto and initialed by the parties, and shall complete such remodeling not
4 later than November 15, 1970.

5 Lessors do further give and grant unto Lessee:

6 3. OPTIONS: The options to renew this lease for three successive periods
7 of five years each, from the expiration hereof, upon the same terms and con-
8 ditions and for the same rentals herein set forth; provided, however, that
9 Lessee shall notify Lessors in writing of his intention to exercise said
10 options on or before six months before the expiration of the then current year.

11 The option and first refusal to purchase the realty and building in
12 which the leased premises are situate at the same price and on the same terms at
13 which Lessors may receive an offer which they are willing to accept from a
14 third person. In the event Lessors receive such offer which they wish to accept
15 they shall give Lessee written notice thereof by registered mail, and Lessee
16 shall have the exclusive right during the period of thirty days from the mail-
17 ing of said notice to purchase the premises at the same price and on the same
18 terms. If Lessee does not elect to purchase, lessors may sell to the named
19 prospective purchaser at the price and on the terms stated in the notice of
20 proposed sale. If Lessors do not sell to the prospective purchaser on the same
21 terms as the offer of which Lessee has been given notice, all provisions hereof
22 shall apply to any other bona fide proposal received by lessors. The purchaser
23 shall take the property subject to all the terms of this lease.

24 A transfer of the premises within the immediate family of lessors, or
25 between lessors or a corporate affiliate of which the lessors retain a substan-
26 tial financial interest shall not constitute a sale to which Lessee's right of
27 first refusal shall apply.

28 Lessee's right of first refusal shall apply to any judicial sale by trust-
29 ee in bankruptcy, in which case lessee must give notice of election to purchase
30 to the officer conducting the sale, within 15 days after (a) the terms of pur-
31 chase by an outsider at such sale become a matter of public record or (b) the
32 Lessee has received actual notice in writing of the terms, whichever first

1 occurs. Any purchaser at a judicial or bankruptcy sale where the Lessee does
2 not elect to purchase shall take the property subject to all the provisions of
3 this lease.

4 Lessors shall not give, during the term of this lease or any renewal
5 thereof, any similar option to the land and building in which the leased
6 premises are situate to any other tenant of Lessors leasing space in the build-
7 ing in which the leased premises are situate.

8 4. TRADE FIXTURES: Trade fixtures, furniture and equipment shall be the
9 property Lessee and removable by him on the termination of the lease, or any
10 extension thereof. Lessee may, at his own expense, install signs on the
11 exterior of the leased premises.

12 5. REPAIRS AND MAINTENANCE:

13 A. The following shall be the responsibility of Lessors:

- 14 (1) Structural repairs and maintenance and repairs necessitated
15 by structural disrepair or defect.
16 (2) Repair and maintenance of sidewalks.
17 (3) Repair and maintenance, including painting, of the
18 exterior walls and roof, water, sewage, gas and elec-
19 trical systems of the premises, except Lessee shall
20 pay for his own light bulbs.

21 B. The following shall be the responsibility of Lessee:

- 22 (1) Any interior redecorating.
23 (2) Any repair necessitated by the negligence of Lessee, his
24 agents, employees and invitees, except where the loss or damage
25 could have been covered by a standard fire insurance policy
26 with an extended coverage endorsement.
27 (3) Any repairs or alterations required under Lessee's obliga-
28 tion to comply with laws and regulations provided in this
29 lease.
30 (4) Installation of bookshelves and trade fixtures.
31 (5) All other repairs to the premises which Lessors are not
32 required to make under any provisions set forth in paragraph
A above.

33 6. LIABILITIES: Lessors shall not be responsible for damage arising out of
34 latent defects in the premises or the building, or from acts or omissions of
35 others, except when caused by the negligence of Lessors, their representatives,
36 agents or employees. It is further agreed that Lessee will hold Lessors

1 harmless against damages resulting from any injury which may be sustained by
2 anyone in the premises during Lessee's occupancy thereof, except when due to
3 the negligence of Lessors, their representatives, agents or employees. Each
4 party hereby releases the other from any and all liability of every kind and
5 nature which may result from the perils of fire, lightning, windstorm, hail,
6 explosion (except from steam boiler) vehicle or aircraft damage, strike, riot
7 and civil commotion, or smoke damage, which either originate, occur or cause
8 damage on the premises herein described, such release to include situations
9 where negligence of a party causes or contributes to the occurrence or the
10 resultant damage.

11 7. FIRE CLAUSE: It is hereby agreed that if the building or said premises,
12 or any part thereof, be destroyed or damaged by fire or earthquake, unforeseen
13 casualty, or the elements, Lessors shall, as expeditiously as possible, recon-
14 struct or repair the same, and this lease shall continue in effect; Provided,
15 however, that if the leased premises are 50% or more destroyed, the parties
16 shall proceed as follows: Lessors or Lessee may elect to terminate the lease
17 as of the date of the damage or destruction by notice given to the other in
18 writing by registered mail not more than 30 days following the date of damage.
19 In such event, all rights and obligations of the parties shall cease as of the
20 date of termination, and Lessee shall be entitled to reimbursement of any pre-
21 paid rent or real property taxes, or other amounts paid by Lessee attributable
22 to the anticipated term subsequent to the termination date.

23 8. UTILITIES: Lessee agrees that he will pay all charges made against
24 said premises for water, gas, electric light, power, heat, telephone and garbage
25 disposal, and for any other services or commodities furnished or supplied or
26 used in or about said premises during the term hereof.

27 9. WAIVER OF SUBROGATION: The parties shall obtain from their insurance
28 carriers waivers of subrogation against the other party, agents, employees and,
29 as to the Lessee, invitees. Neither party shall be liable to the other for any
30 loss or damage caused by fire or any of the risks enumerated in a standard fire
31 insurance policy with an extended coverage endorsement if such insurance was
32 obtainable at the time of such loss or damage.