

1       10. QUIET ENJOYMENT: Lessors covenant that Lessee shall, during the term  
2 of this lease, have the quiet enjoyment of the leased premises so long as Lessee  
3 is not in breach of this lease.

4       11. LOCAL REGULATIONS: Lessee agrees to observe and obey all sanitary rules  
5 and regulations and all laws and ordinances applicable to the premises and  
6 their occupancy thereof, and all insurance regulations and orders with regard  
7 to property and material stored or kept on said premises during said term.

8       12. BREACH: It is understood and agreed that time is of the essence of  
9 this lease in all particulars, and if Lessee shall fail to keep the terms and  
10 conditions of this lease, Lessors, after having given Lessee reasonable notice  
11 to remedy such breach, if they so elect, may re-enter said premises and remove  
12 all persons and property therefrom, and that, in the event Lessee is adjudi-  
13 cated bankrupt or makes a common law assignment for the benefit of creditors,  
14 or if a levy is made or attempted to be made under a writ or attachment or  
15 execution, on the interest of Lessee in this lease, then, in any such event,  
16 Lessors may, at their option, cancel and terminate this lease, but shall be  
17 under no obligation so to do.

18       13. INSURANCE: During the term of this lease Lessee shall maintain in  
19 force a policy of insurance insuring lessors and Lessee against liability for  
20 damages, with limits of coverage not less than \$5000.00 for property damage  
21 loss for any one occurrence and not less than \$300,000.00 for personal injuries  
22 from any one occurrence, and not less than \$100,000.00 for injury to any one  
23 person from any one occurrence.

24       14. ASSIGNMENT: Lessee may assign this lease or sublet.

25       15. HOLDING OVER: In case Lessee shall hold over the term of this lease  
26 without the consent of Lessors, express or implied, such holding over shall  
27 be construed to be a tenancy from month to month, which tenancy will be subject  
28 to all the provisions and stipulations of this lease, and Lessee will pay the  
29 rents as above stated and for such further time as Lessee shall hold the  
30 premises.

31       16. BENEFITS: This lease and every provision, covenant and condition  
32 hereof, shall be binding upon and inure to the benefit of the legal representa-

1 tives, successors and assigns of the parties hereto, except that no person,  
 2 association or corporation holding by or through Lessee in violation of any  
 3 provision, covenant or condition hereof, shall have any right or interest  
 4 whatsoever in or to this lease or the premises hereby leased.

5 17. NOTICES: Until otherwise designated by the parties, all rental pay-  
 6 ments and notices to lessors shall be sent to lessors at P. O. Box 908, Klamath  
 7 Falls, Oregon, and all notices to lessee shall be sent to lessee at 635 Main  
 8 Street, Klamath Falls, Oregon.

9 18. HEADINGS: The underlined headings of each paragraph or subparagraph  
 10 are for convenience and reference only, and the words contained therein shall,  
 11 in no event, be held to explain, amplify or aid in the construction of any  
 12 provisions of this lease.

13 IN WITNESS WHEREOF, The parties have hereunto set their hands this 30th  
 14 day of September, 1970.

15 W.V. Meade  
 16 W.V. Meade

17 Lois Hout Holley  
 18 Lois Hout Holley

19 Glen W. Hout  
 20 Glen W. Hout

21 and

22 Lois Hout Holley  
 23 Lois Hout Holley

24 as Trustees under Will of Vera L. Hout

25 LESSORS

26 J. Anthony Giacomini  
 27 J. Anthony Giacomini

28 LESSEE

ADDENDUM TO LEASE

This Addendum executed this 9th day of January, 1971, 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,

WITNESSETH:

Lessors and Lessee have heretofore, under date of September 30, 1970, entered into written lease covering leasing to lessee of the real property and storeroom situate at 635 Main Street, Klamath Falls, Oregon, together with the two rooms in the basement in which Lessors were to install doors.

At page 3 of said lease under "5. REPAIRS AND MAINTENANCE", it was the intent of the parties that in addition to the three items under A of said paragraph 5, lessors should be responsible for repair and maintenance of heating and air-conditioning system, but in preparation of the lease this responsibility was omitted.

NOW, THEREFORE, It is mutually agreed by and between the parties as follows:

That in addition the three items set forth in said paragraph 5 under A thereof, lessors shall be responsible for the repair and maintenance of the ventilating, heating and air-conditioning system (including the pump) sewage, plumbing and electrical systems of the premises, except Lessee shall pay for his own light bulbs.

In Witness Whereof, the parties have hereunto set their hands the day and year above set forth.

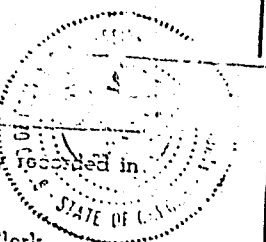
28 *Giacomini, Jones & Zarsky*  
29 *Attys at Law*  
30 *635 Main*  
31 *Klam. Falls, Ore*

26 *W.V. Meade*  
W.V. MEADE  
27 *Lois Hout Holley*  
LOIS HOUT HOLLEY  
28 *Glen W. Hout*  
GLEN W. HOUT  
29 *Lois Hout Holley*  
LOIS HOUT HOLLEY as Trustees under  
30 Will of Vera L. Hout  
31 Lessors  
32 *J. Anthony Giacomini*  
J. ANTHONY GIACOMINI  
Lessee

Exhibit "1"

STATE OF OREGON; COUNTY OF KLAMATH; ss.  
Filed for record at request of *Giacomini, Jones & Zarsky*  
this 20th day of Sept. A.D. 1971 at 4:21 o'clock P.M., and duly recorded in  
Vol. N-71 of His. on Page 12459

Fee \$14.00 INDEXED  
D-111 By *Wm. D. Milne* Deputy  
WM. D. MILNE, County Clerk



DANONG, DANONG  
& GORDON  
ATTORNEYS AT LAW  
KLAMATH FALLS, ORE.

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

W I T N E S S E T H:

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

1. The following terms shall have the following meaning:

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

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

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

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

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

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

4. Lessee shall, at his sole expense, remodel the ground floor premises and second floor premises to suit his needs as he shall, from time to time, desire. Lessee covenants to undertake an initial remodeling project consisting of the following: construction of a 4 ft. wide stairway from the ground floor premises to the second floor premises; installation of any desired air conditioning units and any duct work required by Lessee; construction of any partitions, doorways and/or landings desired by Lessee; installation of necessary

RECEIVED  
JUN 25 1975  
3:52 pm

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

Klamath County, Oregon, and agree that the Lease and this Instrument shall be construed as one as though the provisions hereof were originally included in the Lease.

WITNESS the hands and seals of the parties hereto this 16th day of June, 1975.

W. V. Meade (SEAL)  
W. V. Meade

By J. Anthony Giacomin (SEAL)  
J. Anthony Giacomin

Lois Hout Holley (SEAL)  
Lois Hout Holley

LESSE

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

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

By Lois Hout Holley (SEAL)  
Lois Hout Holley

LESSORS

STATE OF OREGON )  
County of Klamath ) ss.

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

Before me:

(SEAL)

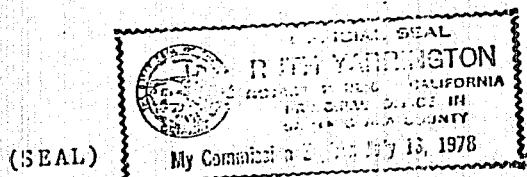
Margaret E. Giacomin

Notary Public for Oregon  
My Commission expires: Aug 5, 1978

STATE OF CALIFORNIA )  
County of Santa Clara ) ss.

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

Before me: Ruth Yarrington

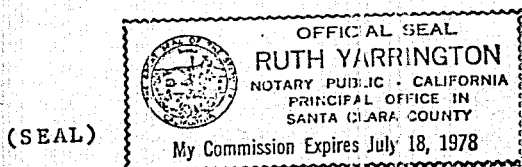


*Ruth Yarrington*  
Notary Public for  
My Commission expires: July 18, 1978

STATE OF CALIFORNIA )  
County of Santa Clara ) ss.

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

Before me: Ruth Yarrington

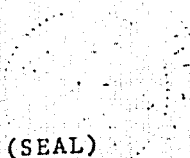


*Ruth Yarrington*  
Notary Public for  
My Commission expires: July 18, 1978

STATE OF OREGON )  
County of Klamath ) ss.

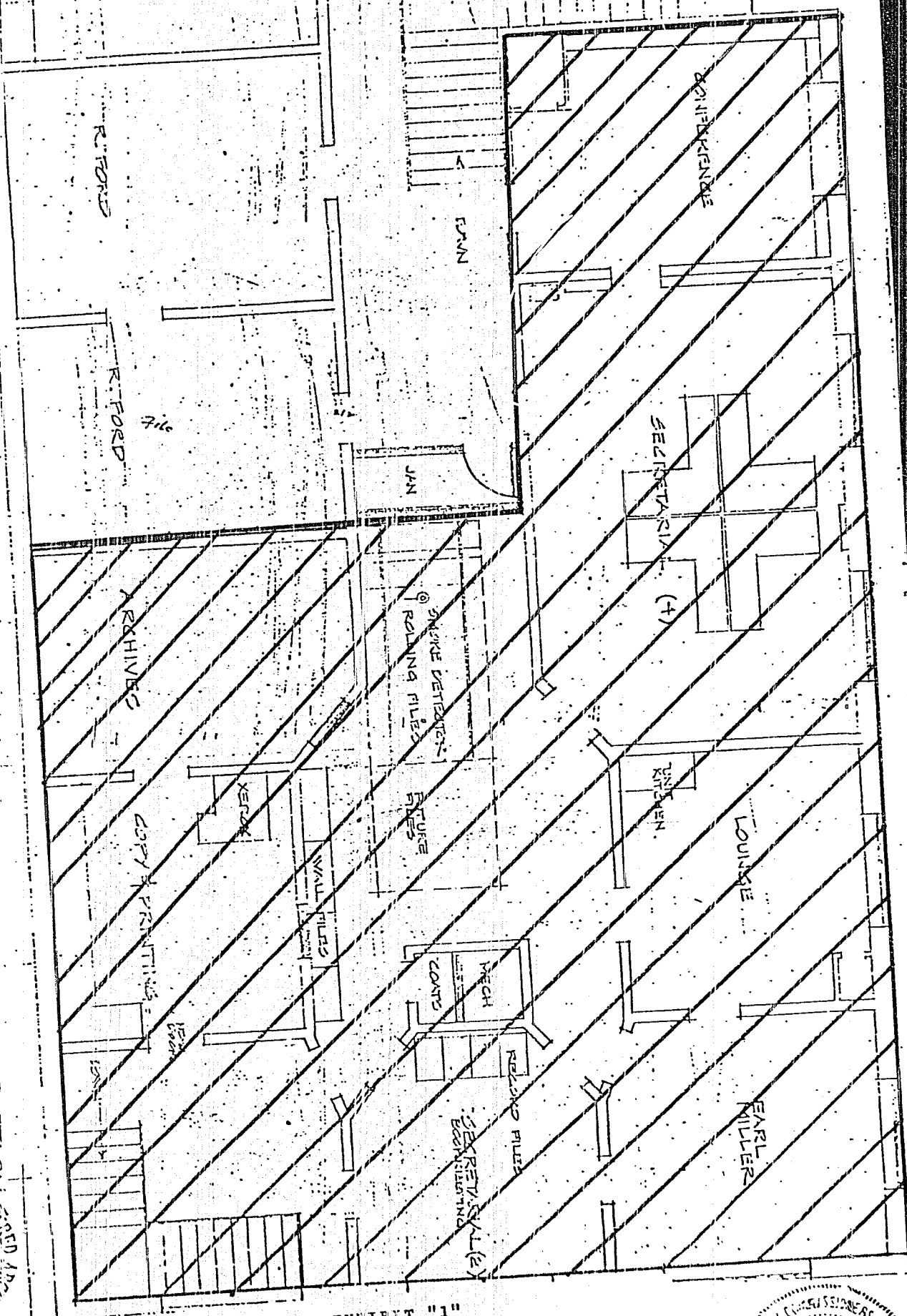
On this 23rd day of June, 1975, personally appeared the above named J. ANTHONY GIACOMINI and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:



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

PROPOSED ALTERATION <sup>OF</sup> ~~AND~~ <sup>ADDITION</sup>



EXPIENT "1"

STATE OF OREGON; COUNTY OF KLAMATH; ss.  
GIACOMINI, JONES & ZAMSKY

STATE OF OREGON; COUNTY OF Klamath  
 Filed for record at request of GIACOMINI, JONES & ZAMSKY  
 this 25th day of JUNE A. D., 19 75 at 3:50 o'clock P. M., and  
 on Page 7229

this 25th day of DEEDS on Page 129  
Vol. M 75 of 11

Vol. N 75 of DEEDS

Vol. N 75

## NEEDS

on Page 7229

WM. D. MILNE, County

Vol. N 75, of           
 Ret. J Anthony Giacchino  
635 main          FCC 10

**Ily**

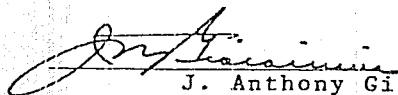
WM. D. MILNE, County

Hazil Hazil

Free to you

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, for valuable consideration, receipt of which is hereby acknowledged, bargains, sells, assigns, and sets over to FACILITIES LEASING CORPORATION, an Oregon Corporation, that certain option of first refusal to purchase the real property described and set forth in that certain lease dated September 30 1970, and recorded in Vol. M-74, page 12459, Records of Klamath County, Oregon as modified and extended by that certain Modification and Extension of Lease dated June 16, 1975, recorded Vol. M-75, page 7229, Records of Klamath County, Oregon, between W. V. Meade, Lois Hout Holley, and Glen W Hout and Lois Hout Holley as trustee under the Will of Vera L. Hout, deceased, and J. Anthony Giacomini.

Dated May 1, 1978.

  
J. Anthony Giacomini

STATE OF OREGON )  
 ) SS.  
COUNTY OF KLAMATH)

On the 1 day of May, 1978, personally appeared J. Anthony Giacomini who acknowledged the foregoing instrument to be his voluntary and deed.

Before me:

(SEAL)

  
Notary Public for Oregon

My Commission Expires: 6/1/81

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of J. Anthony Giacomini

on the 18th day of May, A. D. 19 78 at 9:01 clock A. M., on

filed and recorded in Vol. M78, of Deeds, on Page 10378

Wm D. MILNE, County Clerk

By 

Fee \$3.00

Return to

GIACOMINI, JONES & ZAMSKY  
ATTORNEYS AT LAW  
A PROFESSIONAL CORPORATION  
635 MAIN STREET  
KLAMATH FALLS, OREGON

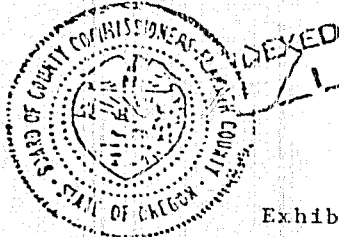
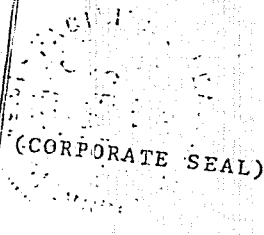


Exhibit "1"

KNOW ALL MEN BY THESE PRESENTS, that FACILITIES LEASING CORPORATION an Oregon Corporation, for valuable consideration, receipt of which is hereby acknowledged, hereby bargains, sells, assigns, and sets over to GIACOMINI, JONES & ZAMSKY, Attorneys at Law, A Professional Corporation, that certain option of first refusal to purchase the real property described and set forth in that certain lease dated September 30, 1970, and recorded in Vol. M-74, page 12459, Records of Klamath County, Oregon, as modified and extended by that certain Modification and Extension of Lease dated June 16, 1975, recorded Vol. M-75, page 7229, Records of Klamath County, Oregon, between W. V. Meade, Lois Hout Holley, and Glen W. Hout and Lois Hout Holley as trustee under the Will of Vera L. Hout, deceased, and J. Anthony Giacomini.  
Dated May 1, 1978.



FACILITIES LEASING CORPORATION

By [Signature]  
President

By [Signature]  
Secretary

STATE OF OREGON )  
COUNTY OF KLAMATH ) SS.

On this 1 day of May, 1978, before me personally appeared J. Anthony Giacomini and Sydney K. Giacomini, who, each being sworn, did say that said J. Anthony Giacomini is the President and said Sydney K. Giacomini is the Secretary of FACILITIES LEASING CORPORATION, and acknowledged that they executed the foregoing instrument as such officers of said corporation pursuant to authority granted there by the Board of Directors of said corporation.

(SEAL)  
Return to

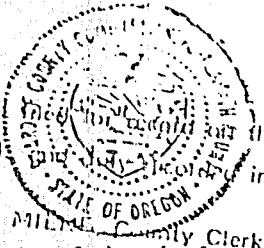
[Signature]  
Notary Public for Oregon

My Commission Expires: 4/1/81

Exhibit "1"

GIACOMINI, JONES & ZAMSKY  
ATTORNEYS AT LAW  
A PROFESSIONAL CORPORATION  
635 MAIN STREET  
KLAMATH FALLS, OREGON  
STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 18th day of May A.D., 1978 at 9:01 o'clock A.M. in Vol. M78 of Deeds on Page 10379.



INDEXED  
D 11

WHEN RECORDED MAIL TO:

J. ANTHONY GIACOMINI  
635 Main Street  
Klamath Falls, Oregon 97601

20666

Vol. 78 Page 19904

91206

KNOW ALL MEN BY THESE PRESENTS THAT, the first option to renew that certain Lease dated September 30, 1970, wherein 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, are Lessors and J. ANTHONY GIACOMINI is Lessee, recorded in Vol. M-74, page 12459, Records of Klamath County, Oregon, as modified by instrument dated June 16, 1975, executed by the aforementioned Lessors and Lessee recorded in Vol. M-75, page 7229 Records of Klamath County, Oregon (which recorded instruments are hereby expressly referred to and thereby incorporated herein as though fully set forth hereat and are hereinafter collectively referred to as "LEASE") was duly exercised by the Lessee, and said Lessee's partial successor in interest Giacomini, Jones & Associates, Attorneys at Law, a Professional Corporation, and that, by reason of said exercise, the term of said Lease, as modified, has been extended for an additional period of five years commencing on November 15, 1980, and terminating on November 14, 1985, upon the same terms and conditions and for the same rentals set forth in said Lease.

The undersigned hereby execute this instrument for the purpose of memorializing the exercise of the first said option contained in said Lease in recordable form pursuant to ORS 93.340.

Executed by the undersigned the date set opposite their respective signatures.

DATE

SIGNATURE

9/29/80

W. V. Meade  
W. V. Meade, Individually

W. V. MEADE and Wm "JACK" MEADE as Initial Trustee under Trust Agreement dated September 15, 1976

9/29/80

By W. V. Meade  
W. V. Meade

9/29/80

By Wm "Jack" Meade  
Wm "Jack" Meade

10/3/80

Lois Hout Holley  
Lois Hout Holley, Individually

LOIS HOUT HOLLEY and GLEN W. HOUT as Trustees under Will of Vera L. Hout, deceased

10/3/80

By Lois Hout Holley  
Lois Hout Holley

10/3/80

By Glen W. Hout  
Glen W. Hout

LESSORS

9/30/80

J. Anthony Giacomini  
J. Anthony Giacomini

GIACOMINI, JONES & ASSOCIATES, ATTORNEYS AT LAW,  
A PROFESSIONAL CORPORATION

9/30/80

By J. Anthony Giacomini  
President

9/30/80

By Stanley C. Jones  
Secretary

LESSEE

Exhibit "1"

STATE OF OREGON )  
COUNTY OF KLAMATH } ss.

19905

On this 29 day of September, 1980, personally appeared the above named W.V. MEAD and Wm "JACK" MEADE and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Ela Gilbert

Notary Public for Oregon

My Commission expires: 6/1/81

(SEAL.)

STATE OF CALIFORNIA )  
COUNTY OF SANTA CLARA } ss.

On this 3rd day of October, 1980, personally appeared the above named LOIS HOUT HOLLEY and acknowledged the foregoing instrument to be her voluntary act and deed.

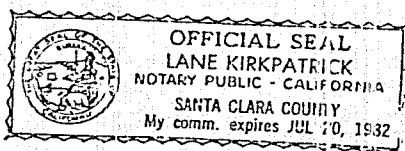
Before me:

Lane Kirkpatrick

Notary Public

My Commission expires: July 20, 1982

(SEAL.)



STATE OF CALIFORNIA )  
COUNTY OF SANTA CLARA } ss.

On this 3rd day of October, 1980, personally appeared the above named GLEN W. HOUT and acknowledged the foregoing instrument to be his voluntary act and deed.

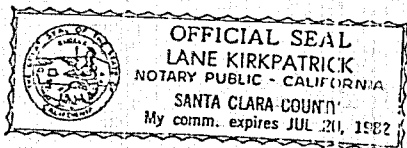
Before me:

Lane Kirkpatrick

Notary Public

My Commission expires: July 20, 1982

(SEAL.)



STATE OF OREGON )  
COUNTY OF KLAMATH } ss.

On this 30 day of September, 1980, personally appeared the above named J. ANTHONY GIACOMINI and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:

Ela Gilbert

Notary Public for Oregon

My Commission expires: 6/1/81

(SEAL.)

STATE OF OREGON )  
COUNTY OF KLAMATH } ss.

On this 30 day of September, 1980, personally appeared J. ANTHONY GIACOMINI and STANLEY C. JONES, Jr. who, being duly sworn, each for himself and not one for the other, did say that the latter is the Secretary of GIACOMINI JONES & Co.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Exhibit "1"

Is 1st day of December A.D. 1981 at 3:05 o'clock P.M., and

is duly recorded in Vol. M 81, of DEEDS on Page 20651

Fee \$ 68.00

EVILYN BIEHN, County Clerk

By James M. Jones