

THIS INDENTURE OF LEASE, Made in duplicate at _____, on this 2nd day of December, 19 81

by and between Matt Ahmet for the High Chaparral Restaurant & Lounge
Rt 5 Box 1341 B, Klamath Falls, Or 97601
 hereinafter known and referred to as the lessor, (whether singular or plural) and Tom Vinci
3512 Bajamont, Carmichael, CA 95608, hereinafter known
 and referred to as the lessee, (whether singular or plural);

WITNESSETH: That in consideration of the covenants, agreements and stipulations herein contained on the part of said lessee to be paid, kept and faithfully performed by said lessee, the said lessor does hereby lease, demise and let unto said lessee the premises known as

The High Chaparral Lounge ONLY

in the City of Klamath Falls, State of Oregon

TO HAVE AND TO HOLD said premises hereby leased for a period of 1 year
 from January 1, 1982 to December 31, 1982 with option for 2 more years
 from the _____ day of _____, 19____, to and including the _____ day of _____, 19____, said lessee paying and yielding as rental therefor, during
 said term, the full sum of \$24,000.00 for 1 year

_____ Dollars,
 lawful money of the United States, to be paid as follows: \$2000.00 a month, to begin on Jan 1, 1982 and thereafter to be due on the first day of the month.

Other agreements:

- A) Lessee is responsible to inform the Oregon Liquor Control Commission of the name change and to be in compliance of the OLCC regulations.
- B) Lessee will be responsible to serve liquor only and Lessor will be responsible to serve food only.
- C) Lessee will be responsible for 50% of the total Pacific Power & Light bill.
- D) Lessee will be responsible to hire his own employees and for their payroll and payroll taxes.
- E) Lessee agrees to purchase liquor inventory on hand and further agrees to replace the inventory to the original condition according to the specifications of the attached inventory.
- F) Lessee must give the Lessor a written notice by November 1, 1982, stating the intent to continue this agreement in to 1983. A like notice must be submitted by November 1, 1983 to continue this agreement in to 1984. If the notice is not submitted this agreement will be dissolved.
- G) Lessee has the option to revoke this agreement at any time.

That said lessee will make no unlawful, improper or offensive use of the premises; that at the expiration of the said term or upon any sooner termination of this lease, said lessee will quit and deliver up the premises, and all future erections or additions to or upon the same, to the said lessor, or those having their estate therein, peaceably, quietly, in as good order and condition (reasonable use and wearing thereof, fire and other unavoidable casualties excepted) as the same now are or may be put in by the lessor or those having their estate in the premises; that said lessee will not suffer nor commit any strip or waste thereof, nor make nor suffer to be made any alterations or additions to or upon the same, nor assign this lease, nor underlet, or permit any other person or persons to occupy the same, without the consent of the said lessor or those having their estate in the premises, being first obtained in writing, and also that it shall be lawful for the said lessor and those having their estate in the premises, at reasonable times, to enter into and upon the same, to examine the condition thereof.

PROVIDED always, and these presents are upon this condition, that if the said rent shall be in arrears for the space of 10 days, or if the said lessee

representatives or assigns, shall neglect or fail to do or perform, and observe any or either of the covenants hereinbefore contained, which on said lessee's part are to be performed, then and in either of the said cases, the said lessor, or those having their estate in the said premises lawfully may, immediately or at any time thereafter, and while said neglect or default continues, and without further notice or demand, enter into and upon the said premises, or any part thereof, in the name of the whole and repossess the same, of their former estate, and expel the said lessee, and those claiming under said lessee, and remove..... effects (forcibly if necessary), without being taken or deemed guilty in any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent, or preceding breach of covenants.

Any waiver of any breach of covenants herein contained to be kept and performed by the lessee shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent the lessor from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.

Any holding over by the lessee after the expiration of the term of this lease, or any extension thereof, shall be as a tenancy from month to month and not otherwise.

In the event any suit or action is brought to collect any of said rents or to enforce any provision of this lease or to repossess said premises, the losing party agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed the prevailing party in such suit or action and in the event any appeal is taken from any judgment or decree, in such suit or action, the losing party agrees to pay such sum as the appellate court shall adjudge reasonable as the prevailing party's attorney's fees on such appeal.

IN WITNESS WHEREOF, the respective parties have executed this instrument the day and year first hereinabove written, in duplicate.

NOTE—This form is not suitable for leasing a "dwelling unit" as defined in Section 5(3), Chapter 5, Oregon Laws 1973 as follows: "Dwelling unit" means a structure or the part of a structure that is used as a home, residence or sleeping place by one person who maintains a household or by two or more persons who maintain a common household." (See forms Nos. 244, 766, 818).

Tom Vincel
Matt Ahmet

LEASE

(FORM No. 11)

FROM

Matt Ahmet

TO

Tom Vincel

PREMISES

High Chaparral Lounge

Date December 2, 1981Expires 19STATE OF OREGON,)
County of Klamath)Filed for record checked

on this 9 day of Feb. A.D. 1982
at 2:14 o'clock P M, and duly
recorded in Vol. M82 of Deeds
age 1649

EVELYN BIEHN, County Clerk

By *Joyce McShane* DeputyFee 8.00STATE OF OregonCounty of Klamath

BE IT REMEMBERED, That on this 8th day of February, 1982
before me, the undersigned, a
in and for said County and State, personally appeared the within named

who Tom Vincel known
to me to be the identical individual described in and who executed the within instrument and acknowledged
to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and
official seal the day and year last above written.

Notary Public for
My Commission expires January 1, 1983

My Commission Expires MAY 6, 1983