

THIS LEASE AGREEMENT is made and entered into this 15th day of May, 1984, by and between ROBERT L. EYSTER, c/o Terry Schultz, P. O. Box 1976, Boise, Idaho 83701, hereinafter called Lessor, and ALICE G. KILHAM, 1014 Main Street, Klamath Falls, Oregon 97601, hereinafter called Lessee.

In consideration of the covenants, agreements and stipulations herein contained on the part of the Lessee to be paid, kept and faithfully performed, the Lessor does hereby lease, demise and let unto the Lessee that certain parking lot in Klamath Falls, Oregon, more particularly described as follows; to-wit:

Lot 3 and the Westerly 15 feet  
of Lot 2, Block 49 NICHOLS  
ADDITION to the City of Klamath  
Falls, State of Oregon.

1. Lease Term. This Lease shall commence on the 15th day of May, 1984 and shall terminate on July 31, 1991.
2. Rental. The monthly rental rate shall be as follows:
 

a. May 15, 1984 to July 31, 1984	\$ 90.00 per month
b. August 1, 1984 to July 31, 1985	95.00 per month
c. August 1, 1985 to July 31, 1991	100.00 per month

The monthly rental shall be payable in advance and shall be paid on the 1st day of each month, provided however, that Lessee shall not be in default of this provision unless monthly rental is more than 10 days past due.

The monthly rental shall be paid to the Lessor at:

P.O. Box 1976  
Boise, Idaho 83701

The monthly rental for the period from May 15, 1984 to May 31, 1984, shall be paid to the Lessor on May 15, 1984 and shall be prorated so that said rental payment will be in the amount of \$45.00.

3. Possession. The Lessee shall be entitled to possession of the leased premises on May 15, 1984. Lessee shall quit and deliver up possession of the premises on July 31, 1991, peacefully, quietly, and in as good order and condition, reasonable wear and tear thereof excepted, as the same now are. During possession Lessee shall make no unlawful or offensive use of the premises, nor permit any strip or waste of the premises.
4. Right of Entry. Lessor, his agents and employees may enter upon the leased premises at any reasonable time for the purpose of examining the condition thereof, or for any other lawful purpose.
5. Sublease. Lessee shall have the right to Sublease all or any part of the leased premises.
6. Taxes. Lessor shall be responsible for paying all taxes and assessments levied against the subject property.
7. Insurance. Lessee shall include the leased premises in her business owner's liability insurance policy and shall name the Lessor as an additional insured thereunder. Lessee shall indemnify and hold Lessor harmless from all claims or demands arising from the negligence of the Lessee and her agents and employees.
8. Eminent Domain. In case of the condemnation or appropriation of all or any substantial part of the leased premises by any public or private corporation under the laws of eminent domain, this lease may be terminated at the option

