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MEMORANDUM OF SUBLEASE

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THIS MEMORANDUM OF SUBLEASE is made and entered into this 10th day of August, 1984, by and between JAMES L. ECKHARDT and NELLIE R. ECKHARDT, husband and wife, and RODNEY R. LYON and MARY M. LYON, husband and wife. Sublandlord has leased, and hereby does lease the Leased Premises to Subtenant, and desires to execute and record this Memorandum as notice thereof. The Sublease contains the following covenants and terms, and other provisions not set forth here in full:

1. Definitions. The following terms as used in this Sublease shall have the meanings hereinafter set forth:

1.1. "Sublandlord": James L. Eckhardt and Nellie R. Eckhardt, husband and wife.

1.2. "Subtenant": Rodney R. Lyon and Marie M. Lyon, husband and wife.

1.3. "Leased Premises": That certain land and real property together with all buildings and improvements thereon located in the County of Klamath, State of Oregon, more particularly described in Schedule I attached hereto. The Leased Premises includes such easements for access as are shown on Schedule I attached hereto.

1.4. "Master Lease": That certain Lease covering the ground which is a part of the Leased Premises entered into on the same date as this Sublease between Rodney R. Lyon and Marie M. Lyon, husband and wife, (Subtenant herein) as Landlord and James L. Eckhardt and Nellie R. Eckhardt, husband and wife, (Sublandlord herein) as Tenant.

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2. Term.

2.1. Sublandlord leases and Subtenant rents the Leased Premises for a term commencing on October 1, 1984, or upon the substantial completion of improvements to be constructed by Sublandlord on the Leased Premises, whichever occurs later, and terminating on September 30, 1994. This Sublease may terminate earlier in the case of default as provided for herein, or in the event Subtenant exercises the option to purchase granted herein.

2.2. Subtenant may, by giving notice to Sublandlord not later than October 1, 1993, enter into negotiations with Sublandlord to extend the term of this Sublease for an additional five (5) years. Upon such notice, all terms and conditions of this Sublease, including but not limited to rent, will be subject to negotiation between the parties. If for any reason the parties have not agreed upon all terms and conditions for the extension of the term of this Sublease not later than six (6) months prior to the expiration of the term hereof, the Subtenant's attempt to extend the term of this Sublease shall be void, and the term of this Sublease shall expire on September 30, 1994. The parties specifically understand and agree that neither party has an obligation in such negotiations to agree to any particular term, nor to agree to any particular rent, and either party may insist on a particular rent or other terms whether or not such rent or terms are reasonable. The parties understand that the provision of this subparagraph constitutes only a statement of the parties' intent to consider the proposals of the other parties, and the parties specifically declare that they understand this subparagraph is not judicially enforceable. The parties specifically declare their intent that this provision be

separable from the remainder of this Sublease and intend that the remainder of this Sublease remain in full force and effect even if this subparagraph is invalid or unenforceable.

5. Use of Premises. Subtenant covenants and agrees that the Leased Premises shall be used only as a storage facility for fresh potatoes, and covenants and agrees that the Leased Premises shall not be used for any other purpose.

21. Assignment and Subletting. Subtenant shall not assign this Sublease. Subtenant may sublet the Leased Premises or any portion thereof only with the prior written consent of Sublandlord which consent will not be unreasonably withheld. In granting or withholding such consent, Sublandlord may consider the financial standing of such proposed subtenant, the potential use of the Leased Premises by such subtenant, and all other factors that Sublandlord may determine to be appropriate. In no event shall Sublandlord be required to give reasonable consideration to a sublease after such sublease has in fact been entered into by Subtenant. Any assignment or subletting in violation of the terms of this paragraph shall be deemed to be a material default. No assignment or subletting of this Sublease whether by act of Subtenant or by operation of law shall vest any title interest in or to the claimed assignee or subtenant. Approval or consent to a subletting of the Leased Premises shall not reduce Subtenant's liability hereunder and shall not constitute approval or consent to any subsequent subletting.

31. Mortgage.

31.1. Sublandlord may place a mortgage or deed of trust upon the Leased Premises. Such mortgage or deed of trust shall encumber the entire Leased Premises including both Sublandlord and

Subtenant's interest under this Sublease, and the entire fee ownership of the Leased Premises. Any such mortgage shall be a first lien and encumbrance upon the Leased Premises, whether executed or recorded before or after the effective date of this Sublease.

31.2. If requested by Sublandlord or the holder of a mortgage referred to in the subparagraph above, Subtenant will execute a subordination agreement in a form acceptable to the holder of such mortgage subordinating this Sublease, and all of Subtenant's interest under this Sublease and interest in and to the Leased Premises, to such mortgage or deed of trust. Subtenant agrees to execute such additional and further documents or instruments as may be reasonable or necessary to allow Sublandlord to obtain financing or refinancing of the Leased Premises. Subtenant specifically acknowledges that the parties contemplate a renegotiation of Sublandlord's financing during the term of this Sublease, and all of the provisions of this Sublease relating to Sublandlord's lender and the placing of a mortgage or mortgages upon the Leased Premises shall apply with equal force to any mortgage or other lien placed upon the Leased Premises by Sublandlord at any time during the term of this Lease.

31.3. In the event Subtenant contends that a default exists hereunder, Subtenant shall furnish a copy of any notice of default to the holder of such mortgage.

31.4. Upon a written request by Sublandlord, or the holder of such mortgage, Subtenant agrees that Subtenant will certify in writing to persons designated by Sublandlord:

(a) That Sublandlord has performed all of Sublandlord's obligations hereunder and is not in default under this Sublease;

(b) That this Sublease is in full force and effect; and

(c) That each person receiving such certification may rely thereon for all purposes.

IN WITNESS WHEREOF, the Sublandlord and Subtenant do hereby execute this Sublease the day and year first above written.

SUBLANDLORD:

James L. Eckhardt
James L. Eckhardt

Nellie R. Eckhardt
Nellie R. Eckhardt

SUBTENANT:

Rodney R. Lyon
Rodney R. Lyon

Marie M. Lyon
Marie M. Lyon

STATE OF Idaho)
County of Canyon) ss:

On this 10th day of August, 1984, before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES L. ECKHARDT and NELLIE R. ECKHARDT, husband and wife, known or identified to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Jan E. Labadie
NOTARY PUBLIC for Idaho
Residing at: Meridian, Idaho

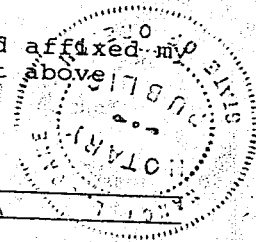
STATE OF Oregon)
County of Klamath) ss:

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On this 10th day of August, 1984, before me, the undersigned, a Notary Public in and for said State, personally appeared RODNEY R. LYON and MARIE M. LYON, husband and wife, known or identified to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Nancy L. Doane
NOTARY PUBLIC for Oregon
Residing at: 12-16-58



Schedule I

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The East one-half of a parcel of land situate in portions of Government Lots 7 and 11 in Section 16, Township 41 South, Range 12 E.W.M., being more particularly described as follows:

Beginning at a point on the centerline of an existing drain ditch, from which point the monument marking the one-quarter section corner common to Sections 15 and 16, Township 41 South, Range 12 E.W.M., bears North 0°29'05" West 479.17 feet, South 89°43'05" East 12.50 feet, North 0°53' West 421.48 feet, North 0°14' East 30.00 feet, and South 89°46' East 2,692.06 feet distant; thence North 89°43'05" West 422.77 feet to a point; thence North 0°29'05" West 376.14 feet to a point; thence South 89°43'05" East 422.77 feet to a point on the centerline of an existing drain ditch; thence South 0°29'05" East 376.14 feet to the point of beginning.

Together with a non-exclusive perpetual easement for ingress to and egress from the above described property over the existing roadway lying over the following described parcel:

A parcel of land situate in portions of Government Lots 7 and 11 in Section 16, Township 41 South, Range 12 E.W.M., being more particularly described as follows:

Beginning at a point on the centerline of an existing drain ditch from which point the monument marking the one-quarter section corner common to Sections 15 and 16, Township 41 South, Range 12 E.W.M., bears North 0°29'05" West 479.17 feet, South 89°43'05" East 12.50 feet, North 0°53' West 421.58 feet, North 0°14' East 30.00 feet, and South 89°46' East 2,692.06 feet distant; thence North 89°43'05" West 422.77 feet to a point; thence South 0°29'05" East 373.56 feet, more or less, to a point on the South line of Government Lot 11 in said Section 16; thence South 89°00' East 422.87 feet along the South line of said Lot 11 to a point; thence North 0°29'05" West 378.86 feet along the center line of an existing drain ditch to the point of beginning.

Ret. Steven A. Zamsky P.C.
601 Main #204
H.F.O.

STATE OF OREGON: COUNTY OF KLAMATH:ss

I hereby certify that the within instrument was received and filed for record on the 16th day of January A.D., 1985 at 12:43 o'clock P M, and duly recorded in Vol 885, of Deeds on page 954.

EVELYN BIEHN, COUNTY CLERK

by: Perm Smith, Deputy

Fee: \$ 29.00