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ASSIGNMENT OF REAL PROPERTY LEASE BY TENANT AND CONSENT OF LANDLORD (Not For Farm Credits)

Date August 30, 1991

Vol. n.9.3 Page

8877

The Parties to this Agreement are:	Rajendra Sharma dba
Waggoner Plaza, a limited partnership	Joji's Restaurant "TENANT"
"LANDLORD"	
Southe <u>rn Oregon Commercial Banking Center</u> Bra 100 Main Street East, Suite B, P O Box 7	10h 29
Landlord and Tenant have entered into a lease (the "Lease")	dated February 11, 1991 overs the real property described as follows: (Insert legal description) Range 9 Fast Willamette Meridian, Klamath County,

Oregon, and more particularly located at 3930 South 6th Street, Klamath Falls, Oregon, property known as Joji's Restaurant.

(the "Property"). This assignment is executed and delivered to Bank as collateral security for a loan or line of credit made to Tenant or to a person affiliated with Tenant ("Loan") by Bank contemporaneously herewith, and any extensions or renewals thereof and also as security for all other indebtedness of Tenant to Bank now existing or hereafter arising. Landlord and Tenant acknowledge that the Loan will benefit both Landlord and Tenant, and that Bank would not make the Loan if it did not receive this Agreement.

1. Assignment of Lease. In consideration of the Loan, and for other valuable consideration the receipt of which is hereby acknowledged. Tenant assigns to Bank all of Tenant's right, title and interest in the Lease. as partial security for the Loan. The parties intend that this assignment will be a present transfer to Bank of all of Tenant's rights under the Lease, subject to Tenant's rights to use the Property and enjoy the benefits of the Lease while not in default on the Loan or Lease. In the event the Bank expends any funds or incurs any liability under this Agreement, such amount or liability shall also be secured by this assignment.

2. Bank Liability. The Bank, neither by acceptance of this Agreement nor exercise of any rights hereunder, assumes any responsibility or liability whatsoever for the performance of any of the obligations of Tenant under the Lease. Tenant shall continue to perform all obligations imposed upon it as Tenant under the Lease and the Bank shall be under the duty or liability for such performance. Tenant will hold Bank harmless no duty or liability for such performance. Tenant will hold Bank harmless from any and all claims that may arise as a result of Tenant's failure to comply with any obligations imposed upon Tenant as lessee under the Lease

3. Landlord's Consent. Landlord consents to the assignment of the Lease by Tenant to Bank.

4. Notice. Landlord will send the Bank written notice setting forth any default or prospective default of Tenant under the Lease.

5. Curing Default.

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5.1 If the default is in the payment of rent, the Bank shall have 30 days from the receipt of the notice to bring the rental payments current and may thereafter pay rent as it becomes due, and so long as it does so Landlord shall not terminate the Lease or accelerate payments due under the Lease.

5.2 If the default is for the breach of any other covenant and is curable or preventable by the Bank, the Bank shall have 60 days after receipt of notice within which to (a) prevent or cure the default set forth in the notice, if preventable or curable within such period, or (b) com-mence and thereafter continue with diligence to prevent or cure said default, if not preventable or curable within such period. So long as the Bank causes the Lease covenants to be performed, Landlord shall not

bank causes the Lease covenants to be performed, Landlord shall not terminate the Lease or accelerate payments due under the Lease. 5.3 Landlord agrees not to exercise any right it may have to terminate the Lease or accelerate payments due under the Lease by reason of bankruptcy or insolvency of the Tenant, or by reason of any private or judicial sale of the leasehold interest by the Bank, or for any other reason which cannot be cured by the Bank so long as the Bank causes all curable covenants of the Lease to be kept, including all payments required to be made by Tenant payments required to be made by Tenant.

6. Possession, Foreclosure and Transfer. Tenant agrees that in the event of default by Tenant under the Lease, Loan or any note or agreement with the Bank, the Bank may, in its sole discretion, exercise any of the following rights, without notice to Tenant:

6.1 Take possession of the Property.6.2 Foreclose Tenant's interest in the Lease and Property as permitted by law. 6.3 Reassign, sell and/or sublet Tenant's interest in the Lease

and/or the Property subject to written approval of Landlord. Landlord agrees not to unreasonably withhold its consent.

6.4 Exercise such other rights as it may be entitled to under law or otherwise.

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Landlord agrees that Bank may exercise any of the rights contained herein against Tenant provided the Bank cures Tenant's defaults under the Lease as permitted by paragraph 5.

7. Landlord's Release and Waiver. Landlord agrees that any personal property or fixture including but not limited to See Attached Exhibit A

(the "Collateral")

currently or hereafter located on the Property, in which Bank has a security interest, is severable and may be removed without further consent from Landlord in the event Tenant defaults under the Loan or the Lease.

Landlord waives and releases to Bank all of its right, title and interest in the Collateral. Landlord authorizes Bank to enter upon the Property and remove any Collateral. In the event the Property is physically damaged by such removal. Bank will either repair the damage or reimburse Landlord for the reasonable cost to effect any necessary repairs, but Bank will not be liable for any reduction in value of the Pro-perty solely attributable to removal of the Collateral.

8.1 This Agreement shall bind the successors, assigns and heirs of the Parties.

8.2 Landlord and Tenenat shall not terminate, amend, or modify the Lease without written consent of the Bank except as provided in this Agreement.

9. Special Provisions. None.

10. Signatures and Agreement. The parties agree to the terms of this Agreement as of the date first above written. Bank may assign its rights hereunder to others, including any governmental entity guaranteeing the loan or a part thereof.

LANDLORD:

a limited partnership Waggoner Plaza, partner

TENANT:

Rajendra Sharma dba Joji's Restaurant yen

BANK: UNITED STATES NATIONAL BANK OF OREGON

14	se 1919 Socked Miller Treduce Fred Inc. 1919
TENANTS FORM OF ACKNOWLEDGMENT	LANDLORDS FORM OF ACKNOWLEDGMENT
	INDIVIDUAL ACKNOWLEDGMENT
STATE OF OREGON)	STATE OF OREGON)
County of Alement Sept. 19, 1991	
Personally appeared Kayindra J. Sherma	D
and acknowledged the foregoing instrument to be Aca voluntary	and acknowledged the foregoing instrument to be voluntary act.
Before me: <u>Barbara</u> L. Kacep Notary Public for Oregon	Before me:
My commission expires: 11/12/91	Notary Public for Oregon My commission expires:
CORPORATE ACKNOWLEDGMENT	CORPORATE ACKNOWLEDGMENT
STATE OF OREGON)	STATE OF OREGON)
) ss. County of, 19,) ss 19.
Personally appeared, and	Personally anneared
stated thathe, the saidis a	who, being sworn,
andhe, the said	stated thathe, the saidis ais a
of and that the seal affixed hereto is its seal and that this instrument was voluntarily signed and sealed	of and that the seal affived
on benan of the corporation by Authority of its Board of Directors.	hereto is its seal and that this instrument was voluntarily signed and sealed on behalf of the corporation by Authority of its Board of Directors.
Before me:	Before me:
My commission expires:	My commission expires:
PARTNERSHIP ACKNOWLEDGMENT	PARTNERSHIP ACKNOWLEDGMENT
STATE OF OREGON)) ss.	STATE OF OREGON)
County of 19,) ss. County of Mortanaly 8-30, 19, 91
Personally appeared	Personally appeared Afalmac & Rathe
and is/are member of the partnership of	who, being sworn, states that he executed the foregoing instrument and is/are member of the partnership of the garage
modulient neery and voluntarily on denait of said partnership.	and acknowledged thathe executed said instrument freely and voluntarily on behalf of said partnership.
Before me:	Before me: Notary Public for Oregon
My commission expires:	My commission expires: 5-1-9-4
STATE OF OPPOOL	UI EDGMENT
STATE:UF UREGUN) SS.	
County of Galesso j	- <u>March 27, 19,93</u>
Personally appeared <u>Lawrence</u> R Wells a(n) <u>Commercial Account</u> Officer	who being sworn, states that he/she is
acknowledged that this instrument was voluntarily signed on behalf of t	of United States National Bank of Oregon, and he association by authority of its Board of Directors.
Before me: <u>Shalon M Scife</u> Notary Public for Oregon	OFFICIAL SEAL
My commission expires: 11-1896	MICHARY PERING - MEDA GOM ACTO NO.
MPORTANT INFORMATION CONCERNING USE OF THIS FORM. The ur curate legal description of the real property in the space provided Make s	ideriving lease or memorandum thereof must be recorded. Use as as
Property records. Prepare and file a LICC-1 Financing Statement departies	are the signatures are notarized and record this assignment in the real
	betweenefer to your Loan Manual for additional information.
AFTER RECORDING, RETURN TO:	
	THIS SPACE FOR RECORDER USE
COS255 Contract of the particular	
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This exhibit refers to the "Assignment of Real Property Lease by Tenant and Consent of Landlord" signed by Waggoner Plaza, a limited partnership, as the landlord and Rajendra Sharma dba Joji's Restaurant as tenant.

Collateral Despcription: All inventory now owned and hereafter acquired and all products and proceeds thereof; all machinery, equipment, furniture, and fixtures now owned and hereafter acquired and all products and proceeds thereof, including but not limited to the following:

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Department Chaw Manideshiere
Description-Show Manufacturer,
Model, Serial No.
(2) Coat Racks
(1) 3 Ton Air Conditioner
Model 50DA002316, S/N 4030058
(1) Outdoor Sign 7'x4'
(1) Kolpale Walk-In Freezer
S/N K200 9-F
(1) Sharp Microwave #R75
S/N ME 812
(1) Seebong Porer Amplifier
(1) 109 CO2 Fire Extinguisher
#401007
(1) 10# General Fire Extinguisher
Mod TCP-56, S/N 48113
(1) 10# General Fire Extinguisher
Mod SY0624, S/N 383160
(1) 2# Elund Can Opener
Wells 2 Pot French Fryer
Pots, Pans, Dishes, Utensils
Fire Sprinkler System
(1) Walk-in Cooler
IBM Typewriter
Dishwasher Shelves
Tomato Silcer
Wall Decor
(2) Celling Fans
Drapes
Carpet & Linoleum Floor Coverings
Re-Upholster Booths, Back Rests
& Counter Chairs
New Oak Finish Cash Register Stand
New Oak Finish Waitress Station
w/Water Station
Hot Chocolate Dispenser Stand
w/Bus-Tub Shelf
Hepanel Conee Shop/Dining Hoom
Repanel Coffee Shop/Dining Room Remove Booth Section, Repanel
Remove Booth Section, Repanel
Remove Booth Section, Repanel w/Brass Railings
Remove Booth Section, Repanel w/Brass Railings New Menus
Remove Booth Section, Repanel w/Brass Railinge New Menus Wallpaper Restrooms, New Faucets
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Dated this 30th day of August, 1991 Landlord:

a limited partnership Waggoner Plaza, By: partner

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Description-Show Manufacturer,
Model, Serial No.
(2) Flour Bin w/casters
(1) Keen French Fry Cutter
(1) Ticket Order Wheel
2 Drawer Desk w/chairs
1 Safe (Floor)
(1) 4 Drawer File Cabinet
(1) Rice 10 key Calulator
Model 401P
(1) 20' Store Room Shelf
(1) 6' Store Room Shelf
1 Filter Queen Vaccum
1 Kirby Vaccum
1 Panasonic Calulator
Model JC654P. S/N 81301650
(1) 2 Sind Pot/Pan Sink
1 Brigs Water Heater
Model 5055, S/N 914262
1 Jackson Dishwasher
Model 10AB, S/N 17772
(3) Hand Wash Sinks
(2) Restroom Exhaust Fans
(1) Hamilton Beach 3 Spindle
Malt Mixer
(1) Harnco Lacy Fudge Warmer
(1) Weils Soup Warmer
Giobe Silcer, Model #285
S/N 292170
Hobart Mixer, Model ##200
S/N 1748135
Whirlpool Ice Machine,
Model #CFCH5WE, S/N CF-CB
Toastwell Bun Warmer
(1) 3 door Howard Reach Inn
(1) 2 door Howard Reach Inn
(1) Wards Coldspot Freezer
(1) Admiral, Model F1043 Freezer
Wolf Garner Stove/Oven
Model #029, S/N 217889W
(1) Wolf 5' grill/stand
Model #24-48, S/N 91988
1 1/2 Pitco Frelator
S/N 859AD26331CN
Picco Fryer Fiter, H854316D
(1) Broco Chicken Broaster
#12-31, S/N 521300
4 Pan Steamtable/Plate Shell
#39
(1) 8-6th Pan Sand Bar/Reach Inn
Model 068, S/N 513892
(1) Toasunaster 4 Sice Toaster
S/N103
(1) 5' Woodwork Table, 3 drawer
(1) Sevory 4 Slice Toester
(1) 6' Woodwork Table/Plate Shelf
(1) 3' Metal Work Table/
Plate Shelf

Tenant:

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Rajendra Sharma dba Joji's Restaurant

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STATE OF OREGON: COUNTY OF KLAMATH: ss.

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