

After recording return to:
Wild Cat Peak Development, L.L.C.
377 SW Century Drive
Bend, OR 97702

Tax Statement sent to:
NO CHANGE

MTC 1396-2908

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'01 JUN 29 AM 11:09

LEASE CONTRACT FOR REAL PROPERTY

THIS AGREEMENT, entered into this 22 day of June, 2001, by and between Paul C. Cahill (hereinafter referred to as Landlord), residing at 63765 Deschutes Market Road, Bend, Oregon, and Wild Cat Peak Development, L.L.C., an Oregon limited liability company (hereinafter referred to as Tenant), residing at 377 SW Century Drive, Bend, Oregon.

WITNESSETH:

WHEREAS, Tenant desires to lease certain real property for the construction of a building on the below described property;

See Attached "Exhibit A"

WHEREAS, Landlord desires to lease certain property to Tenant for construction of a building; and

WHEREAS, the parties wish to memorialize their agreement; now, therefore, it is hereby mutually agreed as follows:

1. **PREMISES:** Upon and subject to the terms, covenants, and conditions hereinafter set forth, Landlord hereby leases to Tenant the "premises" identified on the attached Exhibit "A" which is incorporated herein by this reference.
2. **TERM:** The premises are leased for a term commencing the 11 day of June, 2001, and continuing thereafter for a period of thirty-five (35) years through the 11 day of June, 2036. The Landlord grants optional one (1) year renewals for the entire thirty-five (35) one year

period. The Tenant may choose not to renew the lease upon thirty (30) days notice, in writing, before the end of each one year term.

3. **RENT:** Tenant agrees to pay Landlord, as rent and charges, the sum of -
\$ 500 - per month during the term of this lease. This amount shall be renegotiated at the end of each one year rental period, not to exceed four (4) percent per annum. This amount shall be renegotiated at the end of the construction period.

4. **HOLD HARMLESS:** Landlord agrees to hold the Tenant harmless from any liability by reason of bodily injury to any person or persons on or about the premises.

4.1 Tenant agrees to hold the Landlord harmless from any and all liability by reason of personal services provided by Tenant to any person or persons on or about the premises.

5. **SIGN BOARD:** Landlord will permit Tenant to display, during business hours, a sign board, which sign will be permitted only at such locations as designated by the Landlord. Tenant, however, is to be provided with a suitable location for said sign board, at or near entrance of premises, as well as at or near location of space designated for Tenant, at all time during the period covered by this lease.

6. **UTILITIES:** Landlord agrees to provide at no cost to Tenant, light, heat, power, and water furnished or supplied to any part of the premises.

7. **TELEPHONE SERVICES:** Tenant shall provide his own telephone services to the premises.

8. **LICENSES AND/OR PERMITS:** Tenant agrees to obtain prior to commencement of lease any and all licenses and/or permits necessary with any governmental authority and/or agency for construction and operation of a commercial building upon the premises of Landlord.

31545

STATE OF OREGON)
)ss.
County of Deschutes)



This instrument was acknowledged before me on this 22 day of June, 2001, by Joanne Shackelford as Vice President for Three Sisters Development Co., Inc., Member of Wild Cat Peak Development, L.L.C.

Danielle Kinney
Notary Public for Oregon
My Commission Expires: 1-20-02

EXHIBIT 'A'

31546

Parcels 2 and 3 of Land Partition 2-97, being a portion of Lot 5, Block 3, TRACT 1152, NORTH HILLS, located in the SE1/4 NE1/4 of Section 35, Township 28 South, Range 9 East of the Willamette Meridian, in the City of Klamath Falls, County of Klamath, State of Oregon.

State of Oregon, County of Klamath
Recorded 06/29/01, at 11:09a.m.
In Vol. M01 Page 31542
Linda Smith,
County Clerk Fee\$ 41⁰⁰