

**ACCOMMODATION RECORDING**

THIS INSTRUMENT FILED BY FIRST AMERICAN TITLE COMPANY AS AN  
ACCOMMODATION ONLY. IT HAS BEEN EXAMINED AS TO ITS EXECUTION  
AND NO LIABILITY IS ASSUMED AS TO ITS EFFECT UPON THE TITLE.

**2010-012225**

**Klamath County, Oregon**



00091744201000122250080085

10/15/2010 03:45:09 PM

Fee: \$72.00

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

Grocery Outlet, Inc.  
Attn: Michael Ward  
2000 Fifth Street  
Berkeley, CA 94710-1918

Store # 149

**MEMORANDUM OF LEASE**

*by Courtesy*

STATE OF Oregon

COUNTY OF Klamath

THIS Memorandum of Lease ("Memorandum") is executed to be effective the 1st day of April, 2010, by and between **KLAMATH-ETNA, L.L.C.**, an Oregon limited liability company, ("Landlord"), and **GROCERY OUTLET INC.**, a California corporation, ("Tenant").

**WITNESSETH:**

Landlord hereby demises and leases to Tenant, and Tenant hereby takes and accepts from Landlord, that certain real property located in the City of Klamath Falls, County of Klamath, State of Oregon, located at 4333 S. 6th Street, Klamath Falls, OR 97603, being approximately 21,536 square feet of leasable space, as more particularly depicted in *Exhibit "B"* and located on a portion of the Land as more particularly described in *Exhibit "A-1 and A-2"* attached hereto and incorporated herein by reference for all purposes, including all improvements situated thereon, TO HAVE AND TO HOLD the same for a primary term ending on or about January 31, 2016 (commencing as provided in the Lease described hereafter), with all extended terms, if any, recited in that certain **GROCERY OUTLET LEASE** dated October 18, 2004 by and between Landlord and Tenant, or their respective predecessors-in-interest, (the "Lease"), to which reference is made for all purposes and of which it is intended hereby to give notice. The terms, provisions, covenants, conditions and agreements set forth in the Lease are by this reference incorporated herein.

This Memorandum shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, successors and assigns.

✓

THE FOREGOING IS INTENDED AS A SUMMARY ONLY TO PROVIDE NOTICE OF CERTAIN LEASE PROVISIONS, AND DOES NOT LIMIT OR OTHERWISE AFFECT THE FULL PROVISIONS OF THE LEASE.

[Signature Page Follows]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum to be effective as of the day and year first above written.

**LANDLORD:**

**KLAMATH-ETNA, L.L.C.,**  
an Oregon limited liability company

**TENANT:**

**GROCERY OUTLET INC.,**  
a California corporation

By: M. Eugene Dickertsoof

By: M. L. Ward

Name: M. Eugene Dickertsoof

Name: Michael Ward

Its: Mg. Mbr.

Its: Chief Financial Officer

Date Signed: 4-12-10

Date Signed: 4/13/10

State of California                    )  
  )ss.  
County of Alameda                    )

Capacity Claimed by Signer: Chief Financial Officer,  
Grocery Outlet Inc., a California corporation

**CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC**

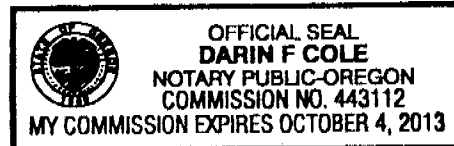
STATE OF Oregon )

COUNTY OF Benton )

On April 12, 2010 before me, DARIN F. COLE, personally appeared M. Eugene Dickerhoff, the MB. MBE of KLAMATH-ETNA, L.L.C., an Oregon limited liability company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Oregon that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Darin F. Cole* (Seal)

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2010 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of [INSERT COMPANY AND TYPE OF ENTITY], who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of \_\_\_\_\_ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

Real property in the County of Klamath, State of Oregon, described as follows:

Parcel 1:

A tract of land situated in the SW 1/4 NW 1/4 of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Commencing at the Westerly one-quarter corner of said Section 2; thence North 89°44'52" East 517.06 feet; thence North 00°20'15" East 37.91 feet to a point on the Northerly boundary line of State Highway 66; thence North 89°43'30" East 166.30 feet; thence North 00°20'15" East 196.70 feet to the point of beginning; thence North 05°06'40" East 34.24 feet; thence North 00°15'00" West 205.91 feet; thence North 89°43'30" East 228.48 feet; thence South 00°06'39" East 142.53 feet; thence North 89°43'30" East 184.10 feet to the Westerly boundary line of Gary Street; thence South 00°09'21" West 37.47 feet; thence South 89°43'30" West 324.56 feet; thence South 00°20'15" West 60.00 feet; thence South 89°43'30" West 90.00 feet to the true point of beginning.

TOGETHER WITH an easement for the joint right to use for customer, patron, invitee and employee parking and for the purposes of ingress and egress and passage for automobile and pedestrian traffic on all that real property described hereinafter.

A tract of land situated in the SW 1/4 NW 1/4 of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the West one-fourth corner of said Section 2, said point being marked by a brass plug in a capped monument which is 1.60 feet North of the centerline of State Highway 66 (South Sixth Street); thence North 89°44'52" East along the East-West centerline of said Section 2 (this is the bearing to the center one-fourth corner of said Section 2 which is monumented by a bolt in the pavement that is 1.20 feet North of the centerline of said highway) a distance of 517.06 feet; thence North 0°20'15" East a distance of 37.91 feet to a one-half inch iron pin on the Northerly line of State Highway 66 to be relocated a distance of 40.00 feet at right angles to the centerline of said highway; thence North 89°43'30" East along said Northerly line of State Highway 66 a distance of 166.30 feet to a 5/8 inch iron pin on the true point of beginning of this description, said point being on the Westerly line of the Peace Memorial Church property as described in Deed Volume 317 at Page 491, Klamath County Deed Records and the Easterly line of the Bennington property as described in Deed Volume 331 at Page 402, Klamath County Deed Records; thence North 0°20'15" East along the last described line a distance of 196.70 feet to a 5/8 inch iron pin; thence North 89°43'30" East a distance of 90.00 feet to a 5/8 inch iron pin; thence North 0°20'15" East a distance of 60.00 feet to a 5/8 inch iron pin on the Southerly line of the Collier property as described in Deed Volume 353 at Page 398, Klamath County Deed Records; thence North 89°43'30" East along the Southerly line of said Collier property a distance of 76.30 feet to a 5/8 inch iron pin; thence South 0°20'15" West a distance of 256.70 feet to a 5/8 inch iron pin on the Northerly line of the above described State Highway 66 right of way, said point also being on the Easterly line of the above described church property; thence South 89°43'30" West along said Northerly line of State Highway 66 a distance of 166.30 feet to the true point of beginning.

Parcel 2:

A tract of land situated in the SW 1/4 NW 1/4 of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

EXHIBIT A-1

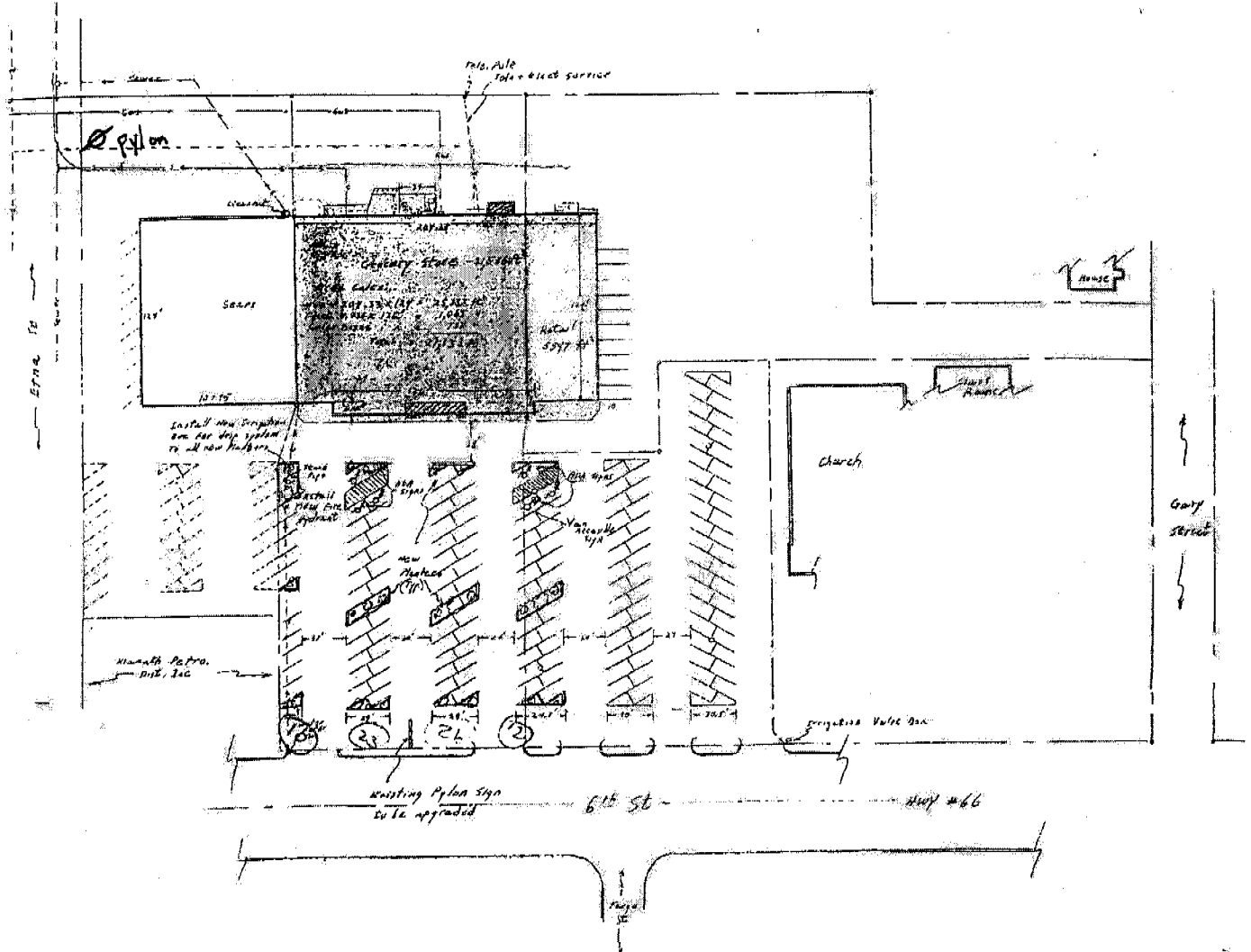
Beginning at the West one-quarter corner of said Section 2, said point being marked by a brass plug in a capped monument which is 1.60 feet North of the centerline of State Highway 66 (South Sixth Street); thence North 89°44'52" East along the East-West centerline of said Section 2 (this is the bearing to the center one-fourth corner of said Section 2 which is monumented by a bolt in the pavement that is 1.20 feet North of the centerline of said highway) a distance of 517.06 feet; thence North 0°20'15" East a distance of 37.91 feet to a one-half inch iron pin on the true point of beginning of this description, said point being on the Northerly line of State Highway 66, as relocated a distance of 40.00 feet at right angles to the centerline of said highway, said point also being on the Westerly line of the Bennington property as described in Deed Volume 331 at Page 402, Klamath County Deed Records; thence North 89°43'30" East along the Northerly line of Highway 66 as relocated a distance of 40.00 feet at right angles to the centerline of said highway a distance of 166.30 feet to a 5/8 inch iron pin on the Easterly line of said Bennington property and the Westerly line of the Peace Memorial Presbyterian Church property as described in Deed Volume 317 at Page 491, Klamath County Deed Records; thence North 0°20'15" East along the last described line a distance of 196.70 feet to a 5/8 inch iron pin; thence North 05°06'40" East a distance of 34.24 feet; thence North 00°15'00" East a distance of 205.91 feet; thence South 89°43'30" West a distance of 155.57 feet; thence South 00°14'10" East a distance of 205.89 feet; thence South 17°20'35" West a distance of 46.27 feet; thence South 00°20'15" West a distance of 186.70 feet to the true point of beginning.

TOGETHER WITH a non-exclusive easement for ingress, egress, and traveling by vehicular or pedestrian travel over and across the herein mentioned described easement area and for utility and service line over, under and across that said certain easement area situated in the SW 1/4 NW 1/4 of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, more particularly described as follows:

Commencing at the West one-quarter corner of said Section 2; thence North 89°44'52" East 517.06 feet; thence North 00°20'15" East, 224.61 feet; thence North 17°20'35" East, 46.27 feet to the Southwest corner of an existing building; thence along the Westerly face of said building North 00°14'10" West 123.96 feet to the Northwest corner of said building; thence continuing North 00°14'10" West 30.00 feet to the true point of beginning; thence South 89°43'30" West 148.30 feet to the Easterly boundary line of Etna Street; thence North 00°20'15" East 20.00 feet; thence leaving the Easterly boundary line of Etna Street North 89°43'30" East 148.10 feet; thence South 00°14'10" East 20.00 feet to the true point of beginning.

Tax Parcel Number: R516846 and R787599

# PLOT PLAN



W97-SF.FSJA61349944.2

EXHIBIT B

Landlord Tenant