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RECORDING COVER SHEET

THIS COVER SHEET HAS BEEN PREPARED BY THE PERSON REPRESENTING THE ATTACHED INSTRUMENT FOR RECORDING. ANY ERRORS IN THIS COVER SHEET DO NOT AFFECT THE TRANSACTION(S) CONTAINED IN THE INSTRUMENT ITSELF.

2014-006669

Klamath County, Oregon

06/23/2014 02:36:10 PM

Fee: \$62.00

After Recording Return To:

**Harry and Debra Caldwell
8220 Washburn Way
Klamath Falls, OR 97601**

1. Title(s) of the Transaction(s) ORS 205.234(a):

Memorandum of Lease

2. Direct Party/Grantor(s) and address ORS 205.125(1)(b) and ORS 205.160:

Harry A and Debra L Caldwell

3. Indirect Party/Grantee(s) and address ORS 205.125(1)(a) and ORS 205.160:

Caldwell Catering dba Nibbley's Café and Bakery

4. Send Tax Statements To:

No Change

5. True and Actual Consideration:

N/A

6. Deed Reference:

F.
67.00

MEMORANDUM OF LEASE

This is a Memorandum of Lease made and entered into as of this 12th day of June, 2014, by and between Harry A & Debra L Caldwell, **individuals** (hereinafter "Landlord"), residing at 8220 Washburn Way, Klamath Falls, OR 97603 and Caldwell Catering Inc. dba: Nibbley's Café & Bakery a corporation (hereinafter "Tenant"), residing at 2424 Washburn Way, Klamath Falls, OR 97603 upon the following terms:

1. **Lease.** The provisions set forth in a written lease between the parties hereto dated June 12, 2014 ("The Lease"), are hereby incorporated by reference into this Memorandum.
2. **Demised Premises.** The Demised Premises which are the subject of The Lease are more particularly described as follows: **See Attached Exhibit "A"**
3. **Commencement Date of Lease.** The Lease shall be deemed to have commenced **July 1, 2014** as set forth within the terms of the Lease.
4. **Term.** The Term of the Lease shall be 25 years from the Commencement Date as stated in the written Lease. The initial term shall commence on the date hereof and terminate on July 1, 2039.
5. **Duplicate Copies** of the originals of the Lease are in the possession of the Landlord and Tenant and reference should be made thereto for a more detailed description thereof and for resolution of any questions pertaining thereto. The addresses for Landlord and Tenant are as follows:

LANDLORD: Harry A Caldwell and Debra L Caldwell

TENANT: Caldwell Catering, Inc. dba: Nibbley's Café & Bakery

6. **Purpose.** It is expressly understood and agreed by all parties that the sole purpose of this Memorandum of Lease is to give record notice of the Lease; it being distinctly understood and agreed that said Lease constitutes the entire lease and agreement between Landlord and Tenant with respect to the Demised Premises and is hereby incorporated by reference. The Lease contains and sets forth additional rights, terms, conditions, duties, and obligations not enumerated within this instrument which govern the Lease. This Memorandum is for information purposes only and nothing contained herein may be deemed in any way to modify or vary any of the terms or conditions of the Lease. In the event of any inconsistency between the terms of the Lease and this instrument, the terms of the Lease shall control. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease pursuant to due authorization on the dates herein acknowledged.

K.

Name: Harry A Caldwell
Title: President
LANDLORD

By: Harry A Caldwell

Name: Debra L Caldwell
Title: VP/Sec/Treas.
LANDLORD

By: Debra L Caldwell

STATE OF OREGON

:
: ss.:

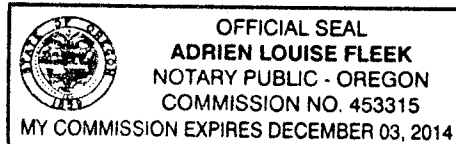
COUNTY OF Klamath:

On the 23 day of June, 2014 before me, the undersigned, personally appeared Harry A Caldwell personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted executed the instrument.

Adrien Fleek

Notary Public

My Commission Expires: 12-3-14



STATE OF OREGON

:
: ss.:

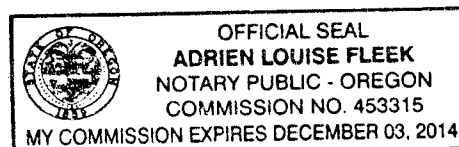
COUNTY OF Klamath:

On the 23 day of June, 2014 before me, the undersigned, personally appeared Debra L Caldwell personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted executed the instrument.

Adrien Fleek

Notary Public

My Commission Expires: 12-3-14



Name: Caldwell Catering Inc. dba Nibbley's Café
TENANT

By: Debra L. Caldwell

Name: Harry A & Debra L Caldwell
Title: President & VP/Sec/Treas.
TENANT

By: Harry A Caldwell
Debra L Caldwell

STATE OF OREGON

:
: ss.:

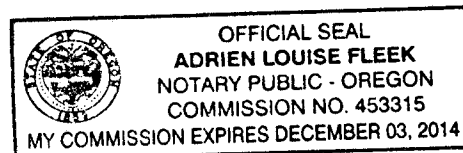
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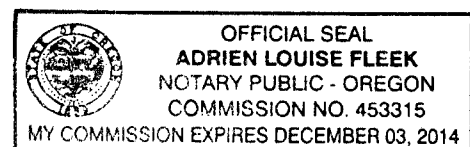


Exhibit "A"

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

A TRACT OF LAND SITUATED IN LOT 1, BLOCK 2, TRACT 1080, WASHBURN PARK, IN THE COUNTY OF KLAMATH, STATE OF OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 00° 03' 00" EAST, ALONG THE WESTERLY LINE OF WASHBURN WAY, 175.00 FEET; THENCE NORTH 89° 55' 10" WEST 250.00 FEET; THENCE SOUTH 00° 03' 00" WEST 175.00 FEET TO THE NORTHERLY LINE OF CROSBY AVENUE; THENCE SOUTH 89° 55' 10" EAST 250.00 FEET TO THE POINT OF BEGINNING, WITH BEARINGS BASED ON THE SUBDIVISION PLAT OF SAID TRACT 1080, WASHBURN PARK.

LESS AND EXCEPT THAT PORTION DEEDED TO THE CITY OF KLAMATH FALLS AND ITS SUCCESSORS AND ASSIGNS A DEDICATION DEED ROAD RIGHT-OF-WAY, RECORDED DECEMBER 14, 2006 IN 2006-24749, RECORDS OF KLAMATH COUNTY, OREGON.