

  
MTC 10/1/94 SH  
After Recording Return To:

Amerititle

300Klamath Ave.

Klamath Falls, Or. 97601

2014-007988

Klamath County, Oregon

07/31/2014 02:28:18 PM

Fee: \$72.00

MEMORANDUM OF LEASE

Page 1 of 5

THIS MEMORANDUM OF LEASE is dated August 1, 2014 between GGD Oakdale LLC, a California Limited Liability Company ("Landlord") and James Andropoulos LLC, a Florida Limited Liability Company ("Tenant").

Landlord leases to Tenant the Premises with improvements and appurtenant easements, if any, in the City of Klamath Falls, County of Klamath, State of Oregon, described on Exhibit A attached ("Premises") and made part of this Memorandum of Lease.

1. TERM: To have and to hold for a term commencing on 8/1/2014 and ending approximately 20 years from 9/1/2008.
2. OPTION TO EXTEND: The term of the Lease shall be automatically extended for successive periods of 5 years each aggregating 20 years or if underlying subtenant extends for additional periods if Tenant does not elect to terminate the Lease at the end of the Primary Term or any option period.
3. COMMON AREA EASEMENT: Landlord grants to Tenant and Tenant's invitees, licensees, assigns, subtenants and patrons, during the term of the Lease and extensions, a nonexclusive ingress/egress easement to use all those portions of the property described on Exhibit A-1 attached designated as common areas and driveways.
4. MEMORANDUM: The rentals to be paid by the Tenant and all the obligations and rights of Landlord and Tenant are set forth in the Ground Lease dated 8/1/2014, ("Lease") executed by the parties. This instrument is merely a memorandum of the Lease and is subject to all of its terms, conditions and provisions. In the event of any inconsistency between the terms of the Lease and this instrument, the terms of the Lease shall prevail. This memorandum is binding upon and shall inure to the benefit of the heirs, successors, assigns, executors and administrators of the parties.
5. Termination of Memorandum: Upon termination of the Lease between Landlord and Tenant this Memorandum shall be null and void.

\$72.00

To indicate their consent to this agreement, the parties, or their authorized representative have signed this document.

LANDLORD:

GGD Oakdale LLC, a California Limited Liability Company

\_\_\_\_\_  
Sanjiv Chopra, Managing Member

State of \_\_\_\_\_

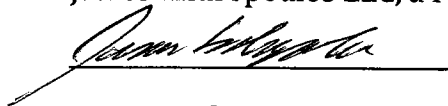
County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 2014 by Sanjiv Chopra, Managing Member for GGD Oakdale LLC, a California Limited Liability Company.

\_\_\_\_\_ My Commission Expires \_\_\_\_\_

TENANT:

James Andropoulos LLC, a Florida Limited Liability Company

  
\_\_\_\_\_

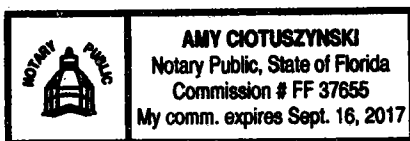
James Andropoulos, Managing Member

State of Florida

County of Pinellas

This instrument was acknowledged before me on July 30, 2014 by James Andropoulos, Managing Member for James Andropoulos LLC, a Florida Limited Liability Company.


 My Commission Expires Sept. 16, 2017



To indicate their consent to this agreement, the parties, or their authorized representative have signed this document.

LANDLORD:

GGD Oakdale LLC, a California Limited Liability Company



Sanjiv Chopra, Managing Member

State of California

County of Stanislaus

This instrument was acknowledged before me on July 29, 2014 by Sanjiv Chopra, Managing Member for GGD Oakdale LLC, a California Limited Liability Company.

JoAnn Mathews My Commission Expires Nov. 22, 2014

see attached Acknowledgment

TENANT:

James Andropoulos LLC, a Florida Limited Liability Company

\_\_\_\_\_

James Andropoulos, Managing Member

State of \_\_\_\_\_

County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 2014 by James Andropoulos, Managing Member for James Andropoulos LLC, a Florida Limited Liability Company.

\_\_\_\_\_ My Commission Expires \_\_\_\_\_

State of California

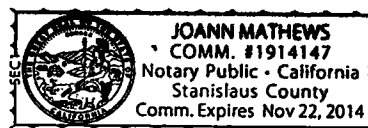
County of StanislausOn July 29, 2014 before me, JoAnn Mathews, Notary Public  
(here insert name and title of the officer)personally appeared Sanjiv Chopra

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ ~~she~~ ~~they~~ executed the same in ~~his~~ ~~her~~ ~~their~~ authorized capacity(ies), and that by ~~his~~ ~~her~~ ~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

JoAnn Mathews

(Seal)

**OPTIONAL INFORMATION**

Law does not require the information below. This information could be of great value to any person(s) relying on this document and could prevent fraudulent and/or the reattachment of this document to an unauthorized document(s)

**DESCRIPTION OF ATTACHED DOCUMENT**Title or Type of Document: Memorandum of LeaseDocument Date: August 1, 2014 Number of Pages: \_\_\_\_\_

Signer(s) if Different Than Above: \_\_\_\_\_

Other Information: \_\_\_\_\_

**CAPACITY(IES) CLAIMED BY SIGNER(S)**

Signer's Name(s): \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer

(Title(s))

- ☐ Partner  
☐ Attorney-in-Fact  
☐ Trustee  
☐ Guardian/Conservator  
☐ Other: \_\_\_\_\_

**SIGNER IS REPRESENTING:**

Name of Person(s) or Entity(ies): \_\_\_\_\_

EXHIBIT A  
PREMISES

A PORTION OF TRACTS 36 AND 43 OF ENTERPRISE TRACTS, BEING LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 3, TOWNSHIP 39 SOUTH, RANGE 9 EAST, WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AVALON STREET, 50.00 FEET FROM CENTERLINE WHEN MEASURED PERPENDICULAR TO SAID CENTERLINE, WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF PERSHING WAY, 30.00 FEET FROM CENTERLINE WHEN MEASURED PERPENDICULAR TO SAID CENTERLINE, THENCE NORTH 30°38'30" EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 180.04 FEET TO A RAILROAD SPIKE; THENCE LEAVING SAID RIGHT-OF-WAY LINE NORTH 59°21'23" WEST 200.00 FEET TO A 5/8" IRON ROD WITH A 1.5" ALUMINUM CAP AND THE POINT OF BEGINNING. THENCE CONTINUING NORTH 59°21'23" WEST 95.77 FEET; THENCE NORTH 30°37'42" EAST 60.88 FEET; THENCE SOUTH 74°39'14" EAST 137.77 FEET; THENCE SOUTH 59°26'34" EAST 200.05 FEET TO SAID NORTHWESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 30°38'30" WEST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE 20.00 FEET TO A 5/8" IRON ROD WITH A 1.5" ALUMINUM CAP; THENCE NORTH 59°26'34" WEST 200.02 FEET TO A 5/8" IRON ROD WITH A 1.5" ALUMINUM CAP; THENCE SOUTH 30°37'42" WEST 140.00 FEET TO TO A 5/8" IRON ROD WITH A 1.5" ALUMINUM CAP AND THE POINT OF BEGINNING.

CONTAINING APPROXIMATELY 14,577 SQUARE FEET OR 0.33 ACRES, MORE OR LESS.

## EXHIBIT A-1

(25' WIDE ACCESS DRIVE EASEMENT) page 1

A PORTION OF TRACTS 36 AND 43 OF ENTERPRISE TRACTS, BEING LOCATED IN THE NW 1/4 OF THE NW 1/4 OF SECTION 3, TOWNSHIP 39 SOUTH, RANGE 9 EAST, WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AVALON STREET, 50.00 FEET FROM CENTERLINE WHEN MEASURED PERPENDICULAR TO SAID CENTERLINE, WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF PERSHING WAY, 30.00 FEET FROM CENTERLINE WHEN MEASURED PERPENDICULAR TO SAID CENTERLINE, THENCE NORTH 30°38'30" EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 180.04 FEET TO A RAILROAD SPIKE; THENCE LEAVING SAID RIGHT-OF-WAY LINE NORTH 59°21'23" WEST 295.77 FEET TO THE POINT OF BEGINNING. THENCE CONTINUING NORTH 59°21'23" WEST 25.00 FEET; THENCE NORTH 30°37'42" EAST 70.98 FEET; THENCE SOUTH 74°39'14" EAST 158.46 FEET; THENCE SOUTH 59°26'34" EAST 210.67 FEET TO SAID NORTHWESTERLY RIGHT-OF-WAY LINE; THENCE SOUTH 30°38'30" WEST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE 25.00 FEET; THENCE LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY LINE NORTH 59°26'34" WEST 200.05 FEET; THENCE NORTH 74°39'14" WEST 137.77 FEET; THENCE SOUTH 30°37'42" WEST 60.88 FEET TO THE POINT OF BEGINNING.

CONTAINING APPROXIMATELY 10,485 SQUARE FEET OR 0.24 ACRES, MORE OR LESS.

Exhibit A-1  
Page 2

LANDLORD'S SUBDIVISION  
SHOPPING CENTER

