

FED DEC 21 2015
24813

2016-004025
Klamath County, Oregon
04/21/2016 09:55:07 AM
Fee: \$82.00

WHEN RECORDED RETURN TO:

First American Title Company
National Commercial Services
1790 Hughes Landing Blvd., Suite 110
The Woodlands, TX 77380
ATTN: Sharon P. Mork

THIS DOCUMENT PREPARED BY:

John Nettleton, Esq.
Starbucks Coffee Company
2401 Utah Ave S.
No. 800 Mail Stop: S-LA3
Seattle, WA, 98134
Store: South 6th Street
Klamath Falls, OR
24813-OR

MEMORANDUM OF LEASE

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This Memorandum of Lease ("Memorandum") is entered into by and between **Curt Baney, Inc.**, an Oregon corporation ("Landlord") having its principal place of business at 475 NE Bellevue Drive, Suite 210, Bend, Oregon 97701, and **Starbucks Corporation**, a Washington corporation having an office at 2401 Utah Avenue South, Seattle, Washington 98134 ("Tenant"), Landlord and Tenant having entered into a commercial lease having an Effective Date of 12-17-, 2015 (the "Lease").

1. The Lease covers certain commercial property located at 2922 South 6th Street, Klamath Falls, Oregon, consisting of approximately 1,865 square feet of Gross Leasable Area (the "Premises") all as more particularly described in the Lease. The legal description of the Property on which the Premises is located is attached hereto and incorporated herein by this reference.

2. The Lease provides for the rental of the Premises by Tenant for a term of ten (10) years (the "Initial Term").

3. The Lease grants to Tenant the right to renew the Initial Term for up to four (4) consecutive five (5) year period(s) (the "Extension Term(s)") under the same terms and conditions contained in the Lease, provided Tenant exercises the applicable Extension Term in accordance with the applicable terms of the Lease. Base Rent during any Extension Term(s) shall be as specified in the Lease.

4. Tenant may use and occupy the Premises and drive-through lanes/outdoor seating area for (a) a coffee store or (b) any other lawful retail or restaurant use, including, without limitation, the sale of beer and wine.

5. This Memorandum shall not, under any circumstances, be deemed to modify or change any provisions of the Lease, the provisions of which shall in all instances prevail.

6. The Lease grants to Tenant the exclusive right to sell on the Property: (a) whole or ground coffee beans, (b) espresso, espresso-based drinks or coffee-based drinks, (c) tea or tea-based drinks, (d) brewed coffee and/or (e) blended beverages including, without limitation, those containing any of the following: ice, coffee, espresso, tea, milk, cream, juice and/or fruit. Notwithstanding the foregoing sentence, other tenants may sell pre-bottled tea or pre-bottled tea-based beverages.

7. This Memorandum may be signed in two or more counterpart copies with the same effect as if the signature to each counterpart copy were on a single instrument. Each counterpart shall be deemed an original as to any party whose signature it bears and all such counterparts shall constitute one document. Facsimile or electronically scanned copies shall be deemed originals.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease this 17th day of Dec, 2015.

LANDLORD:

CURT BANEY, INC.,
an Oregon corporation

By: Curt Baney
Name: Curt Baney
Title: Pres

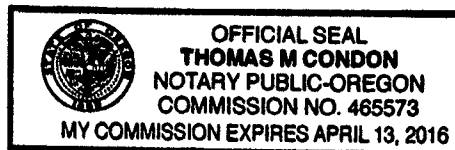
ACKNOWLEDGEMENT OF LANDLORD

STATE OF OREGON)
) ss.
COUNTY OF DESCHUTES)

On this 17th day of DECEMBER, 2015, before me, the undersigned, a Notary Public in and for the STATE of OREGON, duly commissioned and sworn, personally appeared CURTIS ALAN BANEY, to me known as, or providing satisfactory evidence that he/she is the PRESIDENT of Curt Baney, Inc., an Oregon corporation, the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and on oath stated that he/she is authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Thomas M Condon
Print Name: THOMAS M. LONDON
NOTARY PUBLIC in and for the state of
OREGON residing at BEND
My commission expires: APRIL 13, 2016
Seal or Stamp:



TENANT:

STARBUCKS CORPORATION,
a Washington corporation

By: *Sophie Hager Hume*
Name: Sophie Hager Hume
Title: vice president

ACKNOWLEDGEMENT OF STARBUCKS CORPORATION

STATE OF WASHINGTON)
) SS.:
COUNTY OF KING)

On the 16th day of December, in the year 2015, before me, the undersigned, personally appeared Sophie Hager Hume, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity as vice president of **Starbucks Corporation**, and that by his/her signature executed this Memorandum of Lease on behalf of Starbucks Corporation.

Barton W. Sharp
Print Name: Barton W. Sharp
NOTARY PUBLIC in and for the State of
Washington residing at Seattle
My commission expires: 3/29/2019
Seal or Stamp:

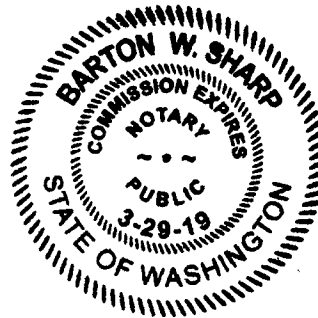


EXHIBIT A

LEGAL DESCRIPTION

Tax Parcel Number: 3909-003BC-01000-000

That certain tract of land situated in the County of Klamath, State of Oregon and more particularly described as follow: Parcel 1 of Land Partition 29-14 located in the S1/2 NW ¼ of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, replat of Parcel 1 of LP 19-12 recorded February 17, 2015 in Volume 2015-001353, Records of Klamath County, Oregon.