

2022-011865

Klamath County, Oregon

10/03/2022 12:36:01 PM

Fee: \$102.00

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

RJG Corp.
c/o Davis Wright Tremaine LLP
Attn: Tom Hillier, and Mike Karas
1300 SW Fifth Avenue, Suite 2400
Portland, OR 97201

MAIL TAX BILLS TO:

No change

(Space above this line for Recorder's use)

MEMORANDUM OF LEASE AND TENANT'S RIGHT OF FIRST OFFER TO PURCHASE

THIS MEMORANDUM OF LEASE AND TENANT'S RIGHT OF FIRST OFFER TO PURCHASE (the "Memorandum") is made as of October 1, 2022, by and between **RJG Corp.**, a Washington corporation, whose address is 3103 Washington St., Vancouver, WA 98660 ("Landlord") and G & G Electric and Plumbing Distributors, Inc., an Oregon corporation, whose address is 1900 NE 78th Street, Suite 101, Vancouver, WA 98665 ("Tenant").

WHEREAS, Landlord and Tenant are parties to that certain commercial lease dated March 5, 2004, and as amended and extended ("Existing Lease") for that certain real property identified on Exhibit A attached hereto (the "Premises");

WHEREAS, Landlord and Tenant entered into that new Commercial Lease dated October 1, 2022 for the Premises ("New Lease"); and

WHEREAS, by this Memorandum, the parties wish to provide notice of the termination of the Existing Lease and notice of the New Lease and certain provisions contained therein.

NOW, THEREFORE, the parties hereby give notice as follows:

1. Termination of the Existing Lease. Effective as of the Commencement Date (as defined below), the Existing Lease shall be terminated in its entirety and shall be of no further force or effect.

2. Initial Term. The term of the New Lease shall be for ten (10) years (the "Initial Term") and shall commence on October 1, 2022 (the "Commencement Date") and continue through September 30, 2032.

3. Renewal Option. If the New Lease is not in default at the time the option is exercised or at the time the renewal term is to commence, Tenant shall have the option to renew the New Lease for one (1) additional term of ten (10) years ("Renewal Term"), subject to the terms of the Lease. The Initial Term and Renewal Term shall collectively be referred to as the "Term".

4. Tenant's Right of First Offer to Purchase. Landlord granted Tenant a right of first offer to purchase the Premises, subject to the terms and conditions of the New Lease.

5. Short Form Memorandum. This Memorandum does not alter, amend, modify or change the New Lease in any way. All of the provisions of the New Lease are hereby incorporated by reference into this Memorandum. In the event of any conflict between the provisions of this Memorandum, the Existing Lease, and the New Lease, the provisions of the New Lease shall control.

6. Counterparts. This Memorandum may be executed in multiple counterparts and by the different parties hereto in separate counterparts, each of which shall for all purposes be deemed to be an original and all of which together shall constitute but one and the same instrument, with the same effect as if all parties to this Memorandum had signed the same signature part.

[signatures begin on following page]

EXECUTED THIS 29 day of September, 2022.

LANDLORD:

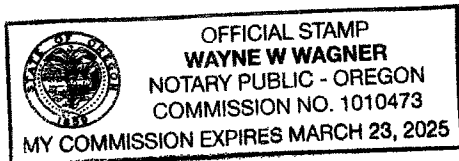
RJG Corp.,
a Washington Corporation,

By: Robert Jon Grover
Name: Robert Jon Grover
Title: President

ACKNOWLEDGEMENT

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

This instrument was acknowledged before me on this 29 day of September 2022 by Robert Jon Grover as President of RJG Corp., a Washington corporation, on behalf of the corporation



Wayne Wagner
Notary Public for Oregon
My commission expires: 3-23-2025

TENANT:

G & G Electric and Plumbing Distributors, Inc.,
an Oregon corporation

By: David E. Blaydon
Name: David E. Blaydon
Its: President

ACKNOWLEDGEMENT

STATE OF WASHINGTON)
) ss.
COUNTY OF Clark)

On September 30, 2022, before me personally appeared, David E. Blaydon, to me known to be the president of the corporation that executed the within and foregoing instrument, and acknowledged 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 or she was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written

Kari L. Proctor
Signature
Name: Kari L. Proctor
Notary Public of the State of Washington
Residing at: Vancouver, WA

(seal)

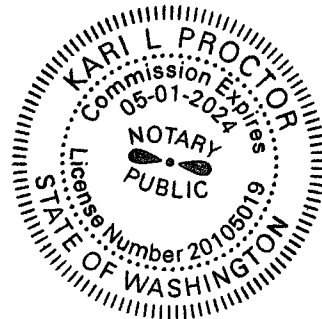


EXHIBIT A

Legal Description of the Premises

Lots 11, 12, 13, 14, 15 and 16 in Block 311 of DARROW ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

APNs: R634727 and R634736