



2023-007660
Klamath County, Oregon
09/01/2023 11:44:01 AM
Fee: \$102.00

RECORDATION REQUESTED BY:

ReadyCap Lending, LLC
200 Connell Drive
Suite 4000
Berkeley Heights, NJ 07922

WHEN RECORDED MAIL TO:

CSK Holdings, LLC
231 West Front Street
Merrill, Oregon 97633

FOR RECORDER'S USE ONLY

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") is dated August 18, 2023, among the City of Merrill, whose address is 301 E. Second Street, Merrill, OR 97633 ("Landlord"), and CSK Holdings, LLC, an Oregon limited liability company, whose address is 231 West Front Street, Merrill, Oregon 97633 ("Tenant").

Landlord and Tenant hereby acknowledge the following:

1. Name and Principal Place of Business of Landlord. The name and address of Landlord is the City of Merrill, with its principal place of business at 301 E. Second Street, Merrill, OR 97633.
2. Name and Principal Place of Business of Tenant. The name and address of Tenant is CSK Holdings, LLC, with its principal place of business at 231 West Front Street, Merrill, Oregon 97633.
3. Lease. Landlord and Tenant have entered into a certain Ground Lease, dated June 7, 2023, as amended (the "Lease"), whereby Landlord leases to Tenant commercial land with a street address of 231 West Front Street, Merrill, Oregon 97633 (the "Premises"), located in the City of Merrill, County of Klamath, State of Oregon and which is legally described in Exhibit A attached hereto and incorporated herein (the "Property").
4. Term. The initial term of the Lease commenced on July 1, 2023 and expires on June 30, 2053 (the "Term").
5. Tenant's Right of First Refusal. Should the Landlord during the Term or any extension thereof elect to sell all or any portion of the Premises, Tenant shall have the right of first refusal with respect to any bonafide offer to purchase. Upon being provided written notice of such an offer, Tenant shall have 60 days to accept such offer. If Tenant does not accept the offer within 60 days, Landlord shall be free to sell the Premises or a portion thereof to such third person in accordance with the terms and conditions of the offer.

102.00

6. Notices. Notices shall be given to the parties to the Lease in writing by registered mail at the following addresses: if addressed to Landlord, to City of Merrill, P.O. Box 487, Merrill, Oregon 97633; and, if addressed to Tenant, to CSK Holdings, LLC, 231 West Front Street, Merrill, Oregon 97633.
7. Conflicts. This Memorandum is intended for recording purposes only to provide notice of certain terms and conditions contained in the Lease and is not to be construed as a complete summary of the terms and conditions thereof. This Memorandum is subject to the Lease and any amendments, modifications, alterations, renewals, and extensions of the Lease. The terms and provisions of the Lease are incorporated in this Memorandum by reference. In the event of any conflict between this Memorandum and the Lease, the provisions of the Lease shall control.
8. Counterparts. This Memorandum may be executed in multiple counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.
- 9.

[Signature Page Follows]

LANDLORD:

CITY OF MERRILL

By: Joanne Johnson

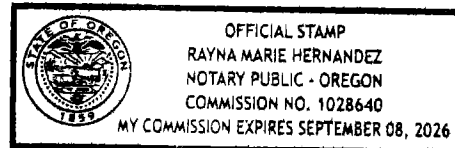
Its: Mayor Pro Tem

STATE OF OREGON)
) SS:
COUNTY OF Ore)

KUMATH

This record was acknowledged before me on (date) Aug. 18, _____, 2023 by (name(s) of individual(s)) JOANNE JOHNSON _____ as (type of authority) MAYOR PRO TEM _____ of (name of party on whose behalf record was executed) CITY OF MERRILL _____.

Rayna Hernandez
Notary Public – State of Oregon



Official Stamp

TENANT:

CSK HOLDINGS, LLC

By: [Signature]
Shawn Cross, Authorized Member of CSK Holdings, LLC

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Klamath)

On this 31st day of August, 20 23, before me, the undersigned Notary Public, personally appeared **Shawn Cross, Authorized Member of CSK Holdings, LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the limited liability company.

By [Signature] Residing at Klamath Falls OR
Notary Public in and for the State of Oregon My commission expires Nov. 21 2025

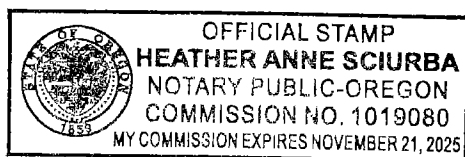


EXHIBIT A
LEGAL DESCRIPTION

Commencing at a point 40 feet east of the northwest corner of block 51 of Merrill Tracts, extending thence east along the north line of said block 51 a distance of 40 feet, thence south 100 feet, thence west 40 feet, thence north 100 feet, more or less, to the point of beginning.