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07/10/2025 01:18:25 PM

Fee: \$97.00

THIS MEMORANDUM OF LEASE AND EASEMENT is made and entered into as of this
____/____ day of ~~June~~^{July}, 2025, by and between:

Landlord: DJ3 LLC, a limited liability company organized and existing under the laws of Oregon ("Landlord"), with an address of P.O. Box 405, Malin, Oregon 97632.

Tenant: LOMI'S LLC, a limited liability company organized and existing under the laws of Oregon ("Tenant"), with an address of 11614 Ground Court, Klamath Falls, Oregon 97603.

RECITALS:

WHEREAS, Landlord and Tenant have entered into a certain lease and easement agreement of the same date (the "Lease") concerning an existing building on certain real property located in Klamath County, State of Oregon, as more particularly described below; and

WHEREAS, the Lease grants Tenant both a leasehold interest in the building and an easement covering the area of the building for the duration of the Lease term; and

WHEREAS, Landlord and Tenant desire to record this Memorandum of Lease to provide constructive notice of the Lease, Tenant's leasehold interest, and the associated easement rights pursuant to Oregon Revised Statutes § 93.710.

NOW, THEREFORE, for the consideration of \$1.00 and other valuable consideration, the parties agree as follows:

1. **Leased Premises:** Landlord has leased to Tenant, and Tenant has leased from Landlord, an existing building located on real property at 2423 Lakeview Avenue, Malin, Oregon, legally described as (herein, the "Building"):


LOTS 8 AND 9, BLOCK 52, CITY OF MALIN, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK, KLAMATH COUNTY, OREGON.

2. **Term of Lease:** The Lease has an initial ten-year term commencing on aforementioned date through 2035, with two options to extend the term for additional periods of five years each, subject to the terms of the Lease.
3. **Purpose:** The Building is leased for a food manufacturing facility as specified in the Lease.


4. **Easement Rights:** Pursuant to the Lease, Landlord grants Tenant, for the duration of the Lease term (including any extensions), a non-exclusive easement over the area occupied by the Building, as legally described above, for the purpose manufacturing marinade and seasoning and associated activities. The easement rights are appurtenant to the leasehold interest in the Building and shall terminate upon expiration or termination of the Lease, unless otherwise provided in the Lease.
5. **Reservation:** Landlord reserves the right to enter the Building, at reasonable times and agreed-upon conditions, in order to access the central electric panel or for other legitimate purposes connected to the management of the adjacent and connected recreational vehicle park.
6. **Binding Effect:** This Memorandum shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, neither party may assign its interests without the written consent of the other.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease and Easement as of the date first above written.

LANDLORD: DJ3 LLC

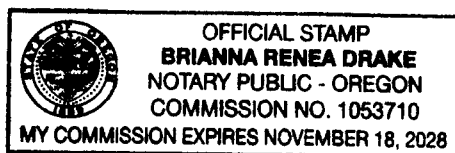
By: 
Name: Jordan Michael Howard
Title: Manager


TENANT: LOMI'S LLC

By: 
Name: Jordan Michael Howard
Title: Manager

STATE OF OREGON, County of Klamath)s.

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME this 1 day of ~~June~~^{July}, 2025,
by Jordan Michael Howard, who personally appeared.




Notary Public for Oregon
My commission expires: November 18, 2028