

1345

Know All Men By These Presents That Lui Biggi

hereinafter designated grantor, of the County of Washington State of Oregon, in consideration of Ten Dollars and other valuable considerations

to me paid by Rose Biggi

hereinafter designated grantee, of the County of Washington State of Oregon

the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey unto said Rose Biggi

her heirs and assigns all the following bounded and described property, situate in the County of Washington, State of Oregon, to-wit:

Beginning at the corner common to Lots 9-11-12-24 and 25, Steel's Addition to Beaverton, in Section 16, T. 1 S. R. 1 W., Willamette Meridian, Washington County, Oregon, and running thence on line between Lots 9 and 25; said Steel's Addition, S 35°34' E. 218.0 feet to the Northerly boundary of the Right of Way Oregon Electric Railroad; thence, on said Right of Way line N. 61° 39' W. 1395 feet more or less to the center of the County Road No. 397; thence, in center of said road North 223.8 feet; thence S. 87° 12' E. 797.3 feet; thence, South 47° 01' W. 43.4 feet to the N. E. corner of Lot 13, said Steel's Addition; thence South 27° 37' E. 726.0 feet to the place of beginning, containing 10.0376 acres

ALSO: Beginning at the S. w. corner of lot 12, Steel's Addition to Beaverton, in Section 16, T. 1 S. R. 1 W. Willamette Meridian, Washington County, Oregon, a point in the center of the County Road No. 397 and running thence in the center of the said road North 440.4 feet to the South Boundary of Oregon Electric Right of Way; thence on said Right of Way line S. 61°39' E. 852.5 feet; thence S 7° 28' W. 21.5 feet; thence South 88° 55' W. 747.7 feet to the place of beginning, containing 3.975 acres, excepting: Beginning at a point in the center of County Road 397 at the intersection of said road and the South boundary line of the O. E. Right of Way; thence S 54.5 feet to the place of beginning, thence E 200 feet to an iron pipe; thence S. 50 feet; thence W 200 feet to center of County Road; thence No. 50 feet to beginning, containing 0.23 acres.

To Have and to Hold the above described and granted premises unto the said

Rose Biggi

grantee her heirs and assigns forever.

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In Witness Whereof I have hereunto set my hand and seal

this 21st day of October, A. D., 1938

Signed, Sealed and Delivered in the Presence of us as Witnesses
(Signature: Lui Biggi) (SEAL)
(SEAL)
(SEAL)
(SEAL)

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STATE OF OREGON,
County of Washington,

This Certifies That on this 21st day of October A. D. 1938

before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Lui Biggi who is known to me to be the identical person described in and who executed the within instrument, and acknowledged to me that he executed the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal the day and year last above written.



W. A. Tupper
Notary Public for Oregon.

My commission expires Sept 9, 1941

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Warranty Deed

Pass. Biggi
Res. W. A. Tupper

STATE OF OREGON, }
County of Washington, } ss.
I, W. A. Tupper COUNTY CLERK
Recorder
of Conveyances, in and for Wash-
ington County, Oregon, do hereby
certify that the foregoing instru-
ment of writing was received for
record on the 21 day of Oct
1938, at 3:48 clock P.
and recorded on page in Book
176 of Records of
Deeds of said County.

WITNESS my hand hereunto set
and seal of office affixed this 21
day of Oct

W. A. Tupper
By W. A. Tupper COUNTY CLERK
Recorder of Conveyances
Deputy

EAGLEY & HARE
Attorneys at Law
HILLSBORO, OREGON

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DEED

ROSE BIGGI, Grantor, conveys and warrants to JOHN S. BIGGI and GENE L. BIGGI, co-partners, as Grantees, the following described real property:

A tract of land in Lots 14, 15, 16, 17, 18, and 20, Steel's addition to Beaverton, in Section 9, T1S, R1W, W.M., Washington County, Oregon, described as follows:

Commencing at the southwest corner of that certain 10 acre tract described in deed to Rose Biggi as recorded at page 79 of deed book 176, being a point in the center of County Road No. 397 on the Northerly Right Of Way line of the Oregon Electric Railroad; thence S 60° 38' 45" E 34.06 feet on said Northerly line to the East Right of Way line of County Road No. 1013; thence N 01° 06' 28" E on said County Road Right of Way line 445.0 feet; thence leaving said County Road N 86° 43' 54" E 196.93 feet to the True Point of Beginning; thence N 03° 16' 06" W 328.95 feet to the south line of a tract under assignment of lease as recorded under Fee No. 8372, book 382, page 526, Washington County Film Records; thence on said south line S 76° 12' 39" E 53.02 feet to the southeast corner of said leased tract; thence S 72° 37' 02" E 67.0 feet; thence N 19° 04' 28" E 90.8 feet; thence N 72° 37' 02" W 67.0 feet; thence N 19° 04' 28" E 26.51 feet; thence N 72° 37' 02" W 27.91 feet to the southeast corner of tract under Mortgage as recorded at page 919 of book 844, Washington County Film Records; thence N 19° 03' 38" E 175.85 feet along said mortgage tract to the intersection with the south line of Center street as widened by dedication as recorded at pages 162 and 156 of book 949 of said Film Records; thence along said street S 72° 26' 40" E 373.33 feet to a point of tangency with a 570.0 foot radius curve to the right; thence continuing along said dedication on said curve to the right an arc length of 237.05 feet (the chord bears S 60° 31' 50" E 235.35 feet); thence S 37° 32' 55" W 302.86 feet; thence S 50° 27' 29" E 154.81 feet; thence S 86° 43' 54" W.

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598.50 feet to the True Point of Beginning.
Containing 6.363 acres.

The true consideration for this conveyance are annuity
payments made pursuant to agreement between the parties.

DATED this 26 day of November, 1974.

Rose Biggi
ROSE BIGGI

STATE OF OREGON }
County of Washington } ss.
November 26, 1974.

Personally appeared the above named ROSE BIGGI and
acknowledged the foregoing instrument to be her voluntary act
and deed.

BEFORE ME:

[Signature]
Notary Public for Oregon
My Commission Expires April 19, 1976

STATE OF OREGON } *deeds*
County of Washington } ss

I, Roger Thomssen, Director of Records
and Elections and Ex-Officio Recorder of Con-
veyances for said county, do hereby certify
that the within instrument of writing was
received and recorded in book of records
No. _____
of said County

Witness my hand and seal affixed.
ROGER THOMSSSEN, Director of
Records & Elections

[Signature]

Nov 21 10 31 AM '74 Deputy

SOUTHER, SPAULDING, KINSEY, WILLIAMSON & SCHWABE
STANDARD PLAZA
PORTLAND, OREGON 97204

Attn: James R. Moore
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34-A-BITTER

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LEASE



Recorded By
Pioneer National
Title Insurance Company

This indenture of lease effective April 1, 1976 by and between JOHN S. BIGGI and GENE L. BIGGI, dba BIGGI BROTHERS (hereinafter "Landlord") and THOMAS USHER and WALTER MESEROLE (hereinafter "Tenants").

In consideration of the mutual covenants herein contained and the payments to be made hereunder, Landlord and Tenant hereby agree as follows:

Section 1. Premises: Landlord hereby leases and lets to Tenant, and Tenant hereby takes and rents from Landlord, subject to the terms, covenants and conditions herein all of that certain tract, or parcel of land, said situate in the City of Beaverton, County of Washington, State of Oregon, more particularly described on Exhibit A attached hereto and by this reference incorporated herein, together with all improvements, appurtenances, rights, privileges and easements pertaining thereto, hereinafter referred to as "demised premises".

Section 2. Term:

- a. The term of this lease shall commence on the date hereof, hereinafter referred to as "commencement date".
- b. The initial term of this lease shall be for the period of 40 years beginning on the effective date hereof unless sooner terminated as herein provided.

Section 3. Rent:

- a. Upon the execution hereof, Tenants covenant and agree to pay to Landlord for the demised premises without offset or deduction the sum of \$41,195.00 representing rental for the premises for the period ending December 31, 1976.
- b. Upon the execution hereof, Tenants covenant and agree to pay to Landlord for the demised premises, without offset or deduction, advance rental to apply upon the basic rent hereinafter set forth for a portion of the calendar year 1977 the sum of \$8,805.00.

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c. Commencing with the calendar year 1977 the Tenants covenant and agree to pay to Landlord for the demised premises, without offset or deduction, and without previous demand therefor, basic rent equal to the total sum of \$14,400.00 per year payable in twelve equal monthly installments of \$1200.00, in advance, on the first day of each month. The basic rent, subject to adjustment as hereinafter set forth shall be paid on the first day of January, 1977 and upon the first day of each month thereafter during the entire term of this lease.

d. Subject to the condition that the basic rent provided for above may not be reduced below \$1200.00 per month, the parties shall cause review and reappraisal of the demised premises and the rent payable therefor to be made on January 1, 1979 and on such other dates as may be hereinafter provided for the purpose of adjusting, if appropriate, the rental payable hereunder. Each such date is hereinafter referred to as a "reappraisal date". Sixty days prior to each reappraisal date, the parties shall mutually agree upon the selection of an appraiser, whose office is located in Oregon or who is a resident of Oregon, to conduct an appraisal of the demised premises for the purpose of determining its fair market value excluding improvements placed or permitted to exist by reason of the conduct of Tenants and based upon the nature and actual land use at the time of the appraisal. Upon receipt of said appraisal, the monthly rental payable by Tenants hereunder as basic rent shall be adjusted to provide a 10% net return on the fair market value of the demised premises on an annual basis; provided that the rental payable to Landlord prior to the reappraisal date shall not be reduced. In the event the parties should fail to agree on an appraiser on any reappraisal date within thirty days prior to any such reappraisal date, then either of the parties shall be entitled to demand arbitration by the American Arbitration Association pursuant to the rules then in effect of said American Arbitration Association and the determination

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of the arbitrator or arbitrators in such arbitration shall be final and binding upon the parties.

e. As hereinafter used, the term "rent" shall be deemed to include the basic rent, additional rent and any other charges payable by Tenants pursuant to the terms hereof.

f. Tenants have represented to Landlord that they have or shall enter into a lease with Restaurants Unlimited, Inc. and shall construct a restaurant building upon the demised premises containing approximately 7000 square feet and shall receive from the said Restaurants Unlimited, Inc. as rent the sum of \$53,000.00 per year as minimum rent or base rental and shall also receive a sum equal to 5% of gross revenue from certain sales sold on the premises of said restaurant. As additional rental hereunder, Tenants shall pay to Landlord forthwith upon receipt of same from the said Restaurants Unlimited, Inc. 25% of all payments of rent or additional rent from Restaurants Unlimited, Inc. which exceed \$53,000.00 per year.

g. As additional rental hereunder, Tenants shall pay to Landlord 25% of all rental or additional rental received from subtenants in excess of the basic rent provided in any such subleases or suhtenancy agreements.

Section 4. Rent to be Net to Landlord: It is the intention of the parties that the rent payable hereunder shall be net to Landlord, so that this lease shall yield to Landlord the net annual rent specified herein during the term of this lease and all costs, expenses and obligations of every kind and nature whatsoever relating to the demised premises shall be paid by Tenant.

Section 5. Taxes and Utility Expenses:

a. (1) Tenants shall, during the term of this lease, as additional rent, pay and discharge punctually, as and when the same shall become due and payable, without penalty, all taxes, special and general assessments, water rents, rates and charges, sewer rents and other governmental impositions and charges of every kind and nature whatsoever, extraordinary as well as ordinary (hereinafter

referred to as "Taxes"), and each and every installment thereof 4079
which shall or may during the term of this lease be charged, levied,
laid, assessed, imposed, become due and payable, or liens upon
or for or with respect to the demised premises or any part thereof,
or any buildings, appurtenances or equipment owned by Tenants
thereon or therein or any part thereof, together with all interest
and penalties thereon, under or by virtue of all present or future
laws, ordinances, requirements, orders, directives, rules or
regulations of the Federal, State, County, Town and City governments
and of all other governmental authorities whatsoever (all of which
shall also be included in the term "Taxes" as heretofore defined)
and all water rents, rates and charges, sewer rents and charges
for water, steam, heat, gas, hot water, electricity, light and power,
and other service or services, furnished to the demised premises
or the occupants thereof during the term of this lease (hereinafter
referred to as "Utility Expenses").

(2) To the extent that the same may be permitted by
law, Tenants or their designees shall have the right to apply for the
conversion of any assessment for local improvements assessed during
the term of this lease in order to cause the same to be payable in
annual installments, and upon such conversion Tenants shall pay and
discharge punctually said installments as they shall become due and
payable during the term of this lease. Landlord agrees to permit
the application for the foregoing conversion to be filed in
Landlord's name, if necessary, and shall execute any and all documents
required by Tenants to accomplish the foregoing result.

(3) Tenants shall be deemed to have complied with the
covenants of this paragraph (a) if payment of such Taxes shall
have been made either within any period allowed by law or by the
governmental authority imposing the same during which payment is
permitted without penalty or interest or before the same shall become
a lien upon the demised premises, and Tenants shall produce and
exhibit to Landlord satisfactory evidence of such payment, if Landlord
shall demand the same in writing.

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(b) All such Taxes, including assessments which have been converted into installments as set forth in the preceding paragraph (a), which shall become payable during each of the calendar or fiscal tax years, as the case may be, in which the term of this lease terminates, shall be apportioned pro rata between Landlord and Tenants in accordance with the respective portions of such year during which such term shall be in effect.

(c) (i) Tenants or their designees shall have the right to contest or review all such taxes by legal proceedings, or in such other manner as it may deem suitable (which, if instituted, Tenants or their designees shall conduct promptly at their own cost and expense, and free of any expense to Landlord, and, if necessary, in the name of and with the cooperation of Landlord and Landlord shall execute all documents necessary to accomplish the foregoing). Notwithstanding the foregoing, Tenants shall promptly pay all such Taxes if at any time the demised premises or any part thereof shall then be immediately subject to forfeiture, or if Landlord shall be subject to any criminal liability, arising out of the nonpayment thereof.

(ii) The legal proceedings referred to in the preceding paragraph (i) shall include appropriate certiorari proceedings and appeals from orders therein and appeals from any judgments, decrees or orders. In the event of any reduction, cancellation or discharge, Tenants shall pay the amount finally levied or assessed against the demised premises or adjudicated to be due and payable on any such contested Taxes.

(d) Landlord covenants and agrees that if there shall be any refunds or rebates on account of the Taxes paid by Tenants under the provisions of this lease, such refund or rebate shall belong to Tenants. Any refunds received by Landlord shall be deemed trust funds and as such are to be received by Landlord in trust and paid to Tenants forthwith. Landlord will, upon the request

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of Tenants, sign any receipts which may be necessary to secure the payment of any such refund or rebate, and will pay over to Tenants such refund or rebate as received by Landlord. Landlord further covenants and agrees on request of Tenants at any time, and from time to time, but without cost to Landlord, to make application individually (if legally required) or to join in Tenants' application (if legally required) for separate tax assessments for such portions of the demised premises as Tenants shall at any time, and from time to time, designate. Landlord hereby agrees upon request of Tenants to execute such instruments and to give Tenants such assistance in connection with such applications as shall be required by Tenants.

(e) Nothing herein or in this lease otherwise contained shall require or be construed to require Tenants to pay any inheritance, estate, succession, transfer, gift, franchise, income or profit taxes, that are or may be imposed upon Landlord, its successors or assigns.

Section 6. Improvements, Repairs, Additions, Replacements:

a. Tenants shall have the right, at their own cost and expense, to construct on any part or all of the demised premises, at any time and from time to time, such buildings, parking areas, driveways, walks, gardens and other similar and dissimilar improvements as Tenants shall from time to time determine, provided that the same shall be in compliance with all then applicable building, zoning and fire codes and ordinances.

b. Tenants shall, at all times during the term of this lease, and at their own cost and expense, keep and maintain or cause to be kept and maintained in repair and good condition (ordinary wear and tear excepted), all buildings and improvements at any time erected on the demised premises, and shall use all reasonable precaution to prevent waste, damage or injury. Landlord shall not be required to furnish any services or facilities or to make any improvements, repairs or alterations in or to the demised premises during the term of this lease.

Section 7. Requirements of Public Authority:

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a. During the term of this lease, Tenants shall, at their own cost and expense, promptly observe and comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations of the Federal, State, County, Town, Village and City governments and of all other governmental authorities affecting the demised premises or appurtenances thereto or any part thereof whether the same are in force at the commencement of the term of this lease or may in the future be passed, enacted or directed, and Tenants shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims and demands, including reasonable counsel fees, that may in any manner arise out of or be imposed because of the failure of Tenants to comply with the covenants of this Section 7.

b. Tenants shall have the right to contest by appropriate legal proceedings diligently conducted in good faith, in the name of the Tenants, or Landlord (if legally required), or both (if legally required), without cost or expense to Landlord, the validity or application of any law, ordinance, rule, regulation or requirement of the nature referred to in paragraph a. of this Article and, if by the terms of any such law, ordinance, order, rule, regulation or requirement, compliance therewith may legally be delayed pending the prosecution of any such proceeding, Tenants may delay such compliance therewith until the final determination of such proceeding.

c. Landlord agrees to execute and deliver any appropriate papers or other instruments which may be necessary or proper to permit Tenants so to contest the validity or application of any such law, ordinance, order, rule, regulation or requirement and to fully cooperate with Tenants in such contest.

Section 8. Covenants Against Liens: If because of any act or omission of Tenants, any mechanic's or other lien, charge or order for payment of money shall be filed against Landlord or

any portion of the demised premises, Tenants shall, at their own cost and expense, forthwith cause the same to be discharged of record and Tenants shall indemnify and save harmless Landlord against and from all costs, liabilities, suits, penalties, claims and demands, including reasonable attorney's fees resulting therefrom.

Section 9. Access to Premises: Landlord or Landlord's agents and designees shall have the right, but not the obligation, to enter upon the demised premises at all reasonable times to examine the same and to exhibit the demised premises to prospective purchasers. During the last 18 months of the term of this lease, Landlord shall be permitted to affix "To Let" or "For Sale" signs on the demised premises.

Section 10. Assignment, Mortgage and Subletting: Tenants may assign with Landlord's consent, which consent will not be unreasonably withheld, sublease (in whole or in part), mortgage or otherwise encumber this lease or any subleases and its interests in the demised premises. Any attempted assignment, subletting or mortgage of this lease or the demised premises by Tenants shall not relieve Tenants of the obligations hereunder or of any liability under this lease with respect to the demised premises. Tenants may mortgage the demised premises to cover the costs of development of buildings or improvements to be constructed, and the said mortgage or mortgages shall secure loans of institutional lenders resulting from arm's length transactions between such lenders and the Tenants. Landlord agrees to subordinate their interest in the demised premises to said lenders in the amount of said mortgage loans provided that the aggregate of said mortgage loans do not exceed 75% of the appraised value of the demised premises and the contemplated improvements to be placed thereon pursuant to said financing arrangements as may be reasonably determined by said lender or lenders. Such mortgage or mortgages may be for construction, interim or long-term financing. The subordination by Landlord shall apply only to construction, interim or permanent loans placed on the demised premises

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during the first 5 years of the lease term and shall not apply, unless Landlord shall consent specifically in writing thereto, to any refinancing, subsequent financing or additional loans after said 5 year period. All long-term or permanent financing which is the subject of mortgage or mortgages placed on the demised premises shall have repayment terms that will completely amortize with level payments by the end of the 30th year of this lease. Tenants shall secure the agreement of any mortgage lender in writing to provide to Landlord notice of any default by Tenants of any of the terms of the mortgage or mortgages placed upon the demised premises, so that Landlord may have an opportunity to cure any such default. Landlord may, at its option, cure any such default by Tenants, and any payments made by Landlord shall be considered as additional rent hereunder and shall be immediately due and payable by Tenants to Landlord. Any default by Tenants under any of the terms and conditions of any mortgage of the demised premises placed by Tenants, which is not cured pursuant to the terms of said mortgage or mortgages shall be a default by Tenants under the terms of this lease. Landlord shall not unreasonably withhold its consent to subordination to mortgage loans for the purpose of restoration, rebuilding or substantial refurbishing of the improvements on the demised premises if such is necessary and would result in an increased value to the improvements on the demised premises and extend the useful life of said improvements.

Section 11. Signs: Tenants and Tenants' subtenants shall have the right to install, maintain and replace in, on or over or in front of the demised premises or in any part thereof such signs and advertising matter as Tenants may desire, and Tenants shall comply with any applicable requirements of governmental authorities having jurisdiction and shall obtain any necessary permits for such purposes. As used in this Section 11, the word "sign" shall be construed to include any placard, light or other advertising symbol or object, irrespective of whether same be

temporary or permanent.

Section 12. Indemnity:

a. Tenants shall indemnify and save harmless Landlord from and against any and all liability, damage, penalties or judgments arising from injury to person or property sustained by anyone in and about the demised premises resulting from any act or acts or omission or omissions of Tenants, or Tenants' officers, agents, servants, employees, contractors, or sublessees. Tenants shall, at their own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against Landlord or in which Landlord may be impleaded with others upon any such above-mentioned matter, claim or claims, except as may result from the acts set forth in paragraph b. of this Section 12.

b. Except for its affirmative acts or negligence or the affirmative acts or negligence of its officers, agents, servants, employees or contractors, Landlord shall not be responsible or liable for any damage or injury to any property, fixtures, buildings or other improvements, or to any person or persons, at any time on the demised premises, including any damage or injury to Tenants or to any of Tenants' officers, agents, servants, employees, contractors, customers or sublessees, and Tenants agree to hold harmless Landlord from and against any such liability.

Section 13. Insurance:

a. Tenants shall provide at their expense, and keep in force during the term of this lease, general liability insurance in a good and solvent insurance company or companies licensed to do business in the State of Oregon, selected by Tenants, and reasonably satisfactory to the holder of any mortgage permitted pursuant to the provisions of Section 18 or Section 20 hereof (all of such mortgages being hereinafter collectively referred to as "Mortgage" or "Mortgages" and the holder(s) thereof as "Mortgagee(s)"), or, if there shall not be such a Mortgage, to Landlord, in the amount of at least Five Hundred Thousand (\$500,000.00) Dollars with respect to injury or death to any one person and One Million (\$1,000,000.00)

Dollars with respect to injury or death to more than one person in any one accident or other occurrence and Five Hundred Thousand Dollars (\$500,000.00) with respect to damages to property. Such policy or policies shall include Landlord and each such Mortgagee as assureds. Tenants agree to deliver certificates of such insurance to Landlord at the beginning of the term of this lease and thereafter not less than ten (10) days prior to the expiration of any such policy. Such insurance shall be noncancellable without ten (10) day's written notice to Landlord, and to each such Mortgagee.

b. During the term of this lease, Tenant shall keep all buildings and improvements erected by Tenants on the demised premises at any time insured for the benefit of Landlord and Tenants and the holder of any such Mortgage as their respective interests may appear, against loss or damage by fire and customary extended coverage in a minimum amount necessary to avoid the effect of co-insurance provisions of the applicable policies. All such policies or certificates thereof, shall be held by the holder of any such Mortgage, if any, or by Landlord, so long as there shall be no such Mortgages. All proceeds payable at any time and from time to time by an insurance company under such policies shall be payable to such Mortgagee, if any, or, if none, to Tenants. If any such proceeds are paid to such Mortgagee, Tenants shall be entitled to receive the full amount thereof in accordance with the terms of such Mortgage, and Landlord shall not be entitled to, and shall have no interest in, such proceeds or any part thereof. Any proceeds paid directly to Tenants shall be retained by Tenants and Landlord shall not be entitled to, and shall have no interest in, such proceeds or any part thereof. Landlord shall, at Tenants' cost and expense, cooperate fully with Tenants in order to obtain the largest possible recovery and execute any and all consents and other instruments and take all other actions necessary or desirable in order to effectuate the same and to cause such proceeds to be paid as hereinabove provided and Landlord shall not carry any insurance concurrent in coverage and contributing in

the event of loss with any insurance required to be furnished by Tenants hereunder if the effect of such separate insurance would be to reduce the protection or the payment to be made under Tenants' insurance.

c. Any insurance required to be provided by Tenants pursuant to this lease may be provided by blanket insurance covering the demised premises and other locations of Tenants provided such blanket insurance complies with all of the other requirements of this lease with respect to the insurance involved and such blanket insurance is acceptable to any Mortgagee.

Section 14. Waiver of Subrogation: All insurance policies carried by either party covering the demised premises, including, but not limited to contents, fire and casualty insurance, shall expressly waive any right on the part of the insurer against the other party. The parties hereto agree that their policies will include such waiver clause of endorsement so long as the same shall be obtainable without extra cost, or if extra cost shall be charged therefor, so long as the other party pays such extra cost. If extra cost shall be chargeable therefor, each party shall advise the other thereof and of the amount of the extra cost, and the other party, at its election, may pay the same, but shall not be obligated to do so.

Section 15. Destruction: In the event that, at any time during the term of this lease, the building and improvements on the demised premises shall be destroyed or damaged in whole or in part by fire or other cause within the extended coverage of the fire insurance policies provided by Tenants in accordance with this lease, then, Tenants at their own expense and costs, shall, subject to the provisions of this paragraph cause the same to be repaired, replaced or rebuilt within a period of time which, under all prevailing circumstances shall be reasonable. However, at any time that more than 50% of the aggregate ground floor area of the improvements constructed on the demised premises have been destroyed by fire, and the proceeds from fire and extended coverage insurance policies

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on such improvements have been applied to fully pay any mortgages and liens then existing against the demised premises or all such mortgages and liens have been otherwise satisfied, the Tenants shall have the right to terminate this lease upon six months prior written notice of termination to Landlord with the same force and effect as if said termination date had been originally fixed herein as the expiration date of the term of this lease, neither party shall have any further rights or liabilities hereunder.

Section 16. Eminent Domain: If the whole of the demised premises shall be taken for any public or quasi-public use under any statute or by right of eminent domain or by purchase in lieu thereof, then this lease shall automatically terminate as of the date that such possession has been taken. In the event of a partial taking or purchase in lieu thereof of the demised premises and such partial taking shall constitute more than 25% of the demised premises, and the proceeds from such taking or purchase shall be sufficient to satisfy any mortgages or any other liens placed on the demised premises by Tenants or such mortgages or liens shall have been otherwise satisfied, Tenants shall have the right to terminate this lease upon giving six months prior written notice with the same force and effect as if said termination date had been originally fixed herein as the expiration date of the term of this lease, and neither party shall have any further rights or liabilities hereunder.

In the event of a taking or purchase in lieu thereof resulting in the termination of this lease the parties agree to cooperate in applying for and in prosecuting any claim for such taking and further agree that the aggregate net award after deducting all expenses and costs shall be applied first to the holders or holder of any mortgage or mortgages to the extent of the then unpaid principal amount of such mortgage or mortgages on the demised premises with the balance of said award to be applied first to Landlord for the portion of the demised premises taken or purchased based

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upon the most recent appraisal performed at a reappraisal date preceding the taking or purchase, with the balance of the funds, if any, to Tenants.

Section 17. Quiet Enjoyment: Tenants, upon paying the rent and additional rent and all other sums and charges to be paid by it as herein provided, in observing and keeping all covenants, warranties, agreements, and conditions of this lease on its part to be kept, shall have the right to quiet use and enjoyment of the demised premises during the term of this lease. Landlord represents and warrants to Tenants that it has title to the demised premises and the power and authority to execute and deliver this lease and carry out and perform all covenants to be performed by it hereunder.

Section 18. Defaults. In the event any one or more of the following shall have occurred and shall not have been remedied as hereinafter provided:

a. The bankruptcy, insolvency or creditors arrangement of Tenants which results in a claim against any portion of the demised premises; the appointment of a receiver or trustee for Tenants which shall result in a claim by said receiver or trustee against any portion of the demised premises; or any execution or attachment issued against any portion of or interest in the demised premises, which adjudication, assignment, execution or attachment shall not be set aside vacated, discharged or covered by a corporate surety bond within 90 days after the issuance of same.

b. Tenants failure to pay any installment of basic rent or additional rent when the same shall be due and payable and the continuance of such failure for a period of 30 days;

c. Tenants' failure to perform any of the other covenants, conditions and agreements herein contained on Tenants' part to be kept and performed and the continuance of such failure without the curing of same for a period of 30 days after receipt by Tenants of notice in writing from Landlord specifying the nature of such failure;

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Then Landlord may, at its option, give Tenants a notice of election to terminate this lease upon a date specified in such notice, which date shall not be less than 5 days after the deposit of such notice in the ordinary mails addressed to the Tenants at their last known address, and upon the dates specified in said notice the term and estate hereby vested in Tenants shall cease and any and all right, title and interest of Tenants hereunder shall likewise cease without further notice or lapse of time, as fully and with like effect as if the entire term of this lease had elapsed, but Tenants shall continue to be liable to Landlord as hereinafter provided.

Upon any termination of the term of this lease, or at any time thereafter, Landlord may, in addition to and without prejudice to any other rights and remedies Landlord may have at law or in equity, re-enter the demised premises and recover possession thereof and dispossess any and all occupants of the demised premises in the manner prescribed by law.

In case of any such default, re-entry, expiration and/or dispossession, the rent due to the date of termination from Tenants to Landlord shall be paid forthwith by Tenants and Landlord may re-let the demised premises or any part or parts thereof, either in the name of Landlord or otherwise, for a term or terms which may at the Landlord's option, be less than or exceed the period which would otherwise have constituted the balance of the term of this lease and Tenants or the legal representatives of Tenants shall be obligated to pay Landlord as damages for the failure of Tenants to observe and perform the Tenants' covenants herein contained any deficiency between the rent hereby reserved and agreed to be paid and the net amount, if any, of the rents provided on account of the lease or leases of the demised premises for a period which would otherwise have constituted the balance of the term of this lease. In computing such damages there shall be added to such obligation of Tenants such reasonable expenses as Landlord may incur in connection with reletting such as brokerage and preparation for

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BOOK 1178 PAGE 610

reletting or leasehold improvements. All such damages shall be due and payable by Tenants to Landlord upon the establishment of the gross amount thereof by reasonable calculation.

Section 19. Waivers: Failure of Landlord or Tenants to complain of any act or omission on the part of the other party no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder or a waiver of this provision of this lease. No acceptance by Landlord of any partial payment shall constitute an accord or satisfaction but shall only be deemed a part payment on account.

Section 20. Condition of the Premises: Tenant has examined the subject premises and is satisfied with their condition both as to the surface and subsurface status thereof. Tenant accepts the premises in their existing condition and has satisfied itself that they will accommodate the intended purposes of Tenant.

Section 21. Notices: All notices to either of the parties may be required by the terms hereof, may be sent by ordinary mail with postage prepaid addressed to the following locations:

Landlord

4220 Southwest Cedar Hills Boulevard
Beaverton, Oregon 97005

Tenant

1021 - 112th N. E.
Suite 100
Bellevue, Washington 98004

Section 22. Governing Law: This lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Oregon. If any term or condition hereof be declared invalid or unenforceable, the remainder of this lease shall not be effected thereby and each remaining term and condition shall be valid and enforced to the fullest extent permitted by law.

Section 23. Short Form Lease: The parties will at any time at the request of either one, promptly execute duplicate originals of an instrument in recordable form, which will constitute a

short form of lease, setting forth a description of the demised premises, the term of this lease and any other portions thereof, excepting the rental provisions, as either party may request.

Section 24. Access Easement: Tenants shall have the responsibility for the completion of the improvement of a roadway and bridge along the southerly boundary of the leased premises. Upon the completion of said roadway, Landlord agrees to reimburse Tenants 50% of the cost of the total roadway as construed. The right-of-way accommodating said roadway shall be not less than 50 feet in width (25 feet from the leased premises and the balance from the abutting property of Landlord) with not less than 34 feet of paved traveling surface together with appropriate curbs, or to such other standards as may be required by any public authority. Said roadways shall be completed on or before January 1, 1980. It is understood and agreed between the parties that upon the request of Landlord, and upon the indication of the consent thereto by the City of Beaverton, Landlord may dedicate for public use said improved roadways or portions thereof. It is further understood and agreed that said roadway shall be available for use by Landlord, their tenants, subtenants, successors and assigns, and, except to the extent that Landlord may desire to protect its ownership and the private nature thereof, the general public. The general extent and alignment of said roadway is shown on Exhibit A attached hereto and by this reference incorporated herein.

Section 25. Entire Agreement: No oral statement or prior written matter shall have any force or effect. Tenant agrees that it is not relying on any representations or agreements other than those contained in this lease. This agreement shall not be modified or changed except by written agreement of the parties.

Section 26. Parties: Except as here and otherwise expressly provided, the covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of Landlord and

Tenant and their respective heirs, successors, administrators and assigns.

Section 27. Reappraisal: In addition to the reappraisal date of January 1, 1979 set forth in paragraph 3 above, reappraisal for the purpose of adjusting upward the basic rent shall be made at any time subsequent to January 1, 1979 that Restaurants Unlimited, Inc. shall terminate, abandon or otherwise fail to occupy a restaurant building on the premises or shall fail to operate a restaurant business on the premises. Reappraisal shall also take place upon the expiration of any such lease between Tenants and Restaurants Unlimited, Inc. In any event, reappraisal shall be made on January 1, 1988 and at five-year intervals thereafter unless otherwise agreed by the parties.

Section 28. Option of First Purchase: Tenants hereby grant to Landlord during the term of this lease an option to purchase on the same terms and conditions of any prospective sale or assignment, the interest of Tenants under this lease or any portion thereof and Tenants' interest in any subtenancies or rentals or portion thereof, and Tenants shall promptly advise Landlord of any proposed sale of any such interest and hereby grant to Landlord a period of thirty days prior to the consummation of any transaction of sale or assignment within which Landlord may exercise this option. Notification from Tenants to Landlord shall be in writing and shall precede by at least thirty days any proposed sale, assignment or transfer of any such interest of Tenants.

Section 29. Guarantee: The undersigned Restaurants Unlimited, Inc. hereby guarantees all of the payments to be made by Tenants hereunder during the term of Restaurants Unlimited, Inc.'s lease of a portion of the premises as referenced in paragraph 3.f. of this Lease. Restaurants Unlimited, Inc. shall promptly pay lease payments due from Tenants to Landlord upon demand of Landlord. Such demand shall be in writing upon ten days notice and shall specify in what respect and to what extent Tenants have failed to

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make the payments under the terms of this Lease. The Landlord further agrees that in exchange for said lease payment guarantee by Restaurants Unlimited, Inc., Landlord consents to the sublease from Tenant to Restaurants Unlimited, Inc. and further agrees that so long as Restaurants Unlimited, Inc., faithfully performs the obligations of its sublease and faithfully performs the terms of its guarantee if called upon to so do that said Restaurants Unlimited, Inc.'s tenancy shall not be terminated by Landlord even though Tenant may in fact be in default under the terms of this Lease.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals on the year and day first above written.

John S. Biggi

JOHN S. BIGGI

Gene L. Biggi

GENE L. BIGGI

LANDLORD

Thomas Usher

THOMAS USHER

Walter Meserole

WALTER MESEROLE

TENANTS

RESTAURANTS UNLIMITED, INC.

By: *Richard B. Komen* . Pres.

GUARANTOR

BOOK 1178 PAGE 614

for - Ground lease

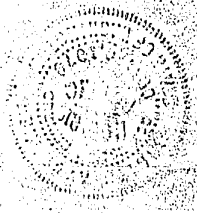
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STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

THIS IS TO CERTIFY that on this 1st day of April, 1976, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Thomas J. Usher and Walter Meserole, to me known to be the Partners of Western Mgt. Assoc and the corporations and/or limited partnerships that executed the within and foregoing instrument, and acknowledge the said instrument to be the free and voluntary act and deed of said corporations, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seals affixed are the corporate seals of said corporations.

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

Judith A. Callen
Notary Public in and for the State of Washington residing at



STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

STATE OF OREGON,)
County of Washington) ss.

FORM NO. 23 - ACKNOWLEDGMENT
STEVENS-HESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 1st day of April, 1977, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named JOHN S. BIGGI and GENE L. BIGGI

known to me to be the identical individual^s described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Anna Davidson
Notary Public for Oregon
My Commission expires 11/11/78

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A tract of land in Lots 15, 17, and 18, Steel's addition to Bonvorton, in Section 9, T1S, R1W, W.M., Washington County, Oregon, described as follows:

Commencing at the southwest corner of that certain 10 acre tract described in deed to Rose Biggi as recorded at page 79 of deed book 176, being a point in the center of County Road No. 397 on the Northerly Right of Way line of the Oregon Electric Railroad; thence S 60° 38' 45" E 34.06 feet on said Northerly line to the East Right of Way line of County Road No. 1013; thence N 01° 05' 28" E on said County Road Right of Way line 445.0 feet; thence leaving said County Road N 86° 43' 54" E 196.93 feet; thence N 03° 16' 06" W 328.95 feet to the south line of a tract under assignment of lease as recorded under Fee No. 8872, book 882, page 526, Washington County Film Records; thence on said south line S 76° 12' 39" E 53.02 feet to the southeast corner of said leased tract; thence S 72° 37' 02" E 209.83 feet to the True Point of Beginning; thence N 17° 33' 20" E 176.34 feet; thence S 72° 26' 40" E 60.00 feet; thence N 17° 33' 20" E 116.00 feet to the intersection with the south line of Center Street as widened by dedication as recorded at pages 162 and 156 of book 949 of said Film

EXHIBIT A

BOOK 1178 PAGE 616

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Records; thence along said street S 72° 26' 40" E 83.33 feet
to a point of tangency with a 370.0 foot radius curve to the
right; thence continuing along said dedication on said curve
to the right an arc length of 237.05 feet (the chord bears
S 60° 31' 50" E 235.35 feet); thence S 37° 32' 55" W 302.86
feet; thence N 50° 27' 29" W 110.47 feet; thence N 72° 37' W 167.62
feet to the True Point of beginning. Containing 2.069 acres.

EXHIBIT A

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34-A-91782

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Recorded By
Member National
Title Insurance Company

ASSIGNMENT OF GROUND LEASE

Thomas J. Usher and Walter Meserole do herewith assign that certain lease dated 1 April 1976 exhibit I attached, to Hall Street Associates, a Washington partnership.

Hall Street Associates does hereby assume and agree to be bound by the terms of said lease.

Thomas J. Usher
Thomas J. Usher
Walter Meserole
Walter Meserole

Consented to:
John S. Biggi
John S. Biggi
Gene L. Biggi
Gene L. Biggi

Dated 4/1/77

BOOK 1178 PAGE 618

Gov - assignment

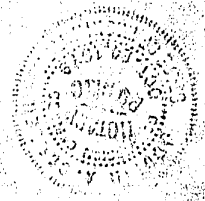
4079

STATE OF WASHINGTON)
COUNTY OF KING)

THIS IS TO CERTIFY that on this 1st day of April, 1977, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Thomas J. Usher and Walter Meserole, to me known to be the Partners of Western Management Assoc and the corporations and/or limited partnerships that executed the within and foregoing instrument, and acknowledge the said instrument to be the free and voluntary act and deed of said corporations, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seals affixed are the corporate seals of said corporations.

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

Judith A. Callen
Notary Public in and for the State of Washington residing at



STATE OF WASHINGTON)
COUNTY OF KING)

STATE OF OREGON, }
County of Washington } ss.

FORM NO. 23 - ACKNOWLEDGMENT
STEVENS-HESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 8th day of June, 1977, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named JOHN S. BIGGI and GENE L. BIGGI

known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Lana Davidson
Notary Public for Oregon
My Commission expires 11/11/78

STATE OF OREGON }
County of Washington } ss *diels*

I, Roger Thomssen, Director of Records and Elections and Ex-Officio Recorder of Conveyances for said county, do hereby certify that the within instrument of writing was received and recorded in book of records

No. _____ of said County

Witness my hand and seal affixed.
ROGER THOMSSON, Director of Records & Elections
McIntire
Deputy

BOOK 1178 PAGE 619

JUN 29 12 07 PM '77

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FORM No. 723-BARGAIN AND SALE DEED (Individual or Corporate) 1-1-74

STEVENS-HESS LAW PUBLISHING CO., PORTLAND, OR, 97204

BARGAIN AND SALE DEED

81020909

KNOW ALL MEN BY THESE PRESENTS, That JOHN S. BIGGI and GENE L. BIGGI, dba BIGGI BROTHERS, an Oregon co-partnership, hereinafter called grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto BIGGI INVESTMENT COMPANY, an Oregon corporation hereinafter called grantee, and unto grantee's heirs, successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Washington, State of Oregon, described XXXXXXXXXXXX on attached Exhibit A and by this reference incorporated herein as though fully set forth, subject to liens and encumbrances of record and existing leases, all of which grantee assumes and agrees to pay or perform.

IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE) To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever. The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (indicate which). (The sentence between the symbols @, if not applicable, should be deleted. See ORS 93.030.) In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this day of, 19 if a corporate grantor, it has caused its name to be signed and sealed affixed by its officers, duly authorized thereto by order of its board of directors. BIGGI BROTHERS co-partnership John S. Biggi, co-partner Gene L. Biggi, co-partner By Gene L. Biggi, Pres. (If executed by a corporation, affix corporate seal)

STATE OF OREGON, County of Washington } ss. Oct 30, 1980

STATE OF OREGON, County of Washington } ss. Oct 30, 1980 Personally appeared GENE L. BIGGI and who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of BIGGI INVESTMENT COMPANY a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Personally appeared the above named John S. Biggi and Gene L. Biggi and acknowledged the foregoing instrument to be their voluntary act and deed, and that of the partnership.

Before me: Corlene La San Notary Public for Oregon My commission expires 2-26-84

Before me: Corlene La San Notary Public for Oregon My commission expires:

John s. Biggi and Gene L. Biggi dba Biggi Brothers P. O. Box 687, Beaverton, OR 97075 Biggi Investment Company P. O. Box 687 Beaverton, OR 97075

After recording return to: Schwabe, Williamson, Wyatt 1200 Standard Plaza Portland, OR 97204 Att: NTC

Until a change is requested all tax statements shall be sent to the following address: Biggi Investment Company P. O. Box 687 Beaverton, OR 97075

STATE OF OREGON, } ss. County of I certify that the within instrument was received for record on the day of 19 at o'clock M. and recorded in book reel volume No. on page or as document fee file instrument/microfilm No. Record of Deeds of said county. Witness my hand and seal of County affixed. By Deputy

1-9

June 17, 1981

6 17 81

EXHIBIT "A"

PARCEL 1

A tract of land in Lots 14, 15, 16, 17, 18 and 20, STEEL'S ADDITION TO BEAVERTON, in Section 9, Township 1 South, Range 1 West, Willamette Meridian, Washington County, Oregon, described as follows:

COMMENCING at the Southwest corner of that certain 10 acre tract described in deed to Rose Biggi as recorded at Page 79 of Deed Book 176, being a point in the center of County Road No. 397, on the Northerly right of way line of the Oregon Electric Railroad; thence South 60°38'45" East 34.06 feet on said Northerly line to the East right of way line of County Road No. 1013; thence North 01°06'28" East on said County Road right of way line 445.0 feet to an iron rebar at the true point of beginning; thence continuing North 01°06'28" East 12.03 feet; thence on a 1,879.86 foot radius curve to the right, 363.89 feet along the arc (the long chord bears North 06°39'12" East 363.32 feet) to the Southwest corner of a tract under assignment of lease as recorded under Fee No. 8872, Book 882, Page 526, Washington County Deed Records; thence on the South line of said leased tract; South 76°12'39" East 192.57 feet; thence South 72°37'00" East 377.45 feet to an angle point in the Southwesterly line of that tract of land leased to Thomas Usher and Walter Meserole as described in Deed Book 1178, Page 596, as recorded June 29, 1977; thence South 50°27'29" East 265.28 feet; thence South 86°43'54" West 29.44 feet to an iron rebar; thence continuing South 86°43'54" West 765.99 feet to the true point of beginning.

SUBJECT TO a 10 foot slope easement along County Road No. 1013 (Cedar Hills Boulevard)

PARCEL 2

A tract of land in Lots 16 and 17, STEEL'S ADDITION TO BEAVERTON, in Section 9, Township 1 South, Range 1 West, Willamette Meridian, Washington County, Oregon, described as follows:

COMMENCING at the Southwest corner of that certain 10 acre tract described in deed to Rose Biggi as recorded at Page 79 of Deed Book 176, being a point in the center of County Road No. 397, on the Northerly right of way line of the Oregon Electric Railroad; thence South 60°38'45" East 34.06 feet on said Northerly line to the East right of way line of County Road No. 1013; thence North 01°06'28" East on said County Road right of way line 445.0 feet; thence leaving said County Road North 86°43'54" East 196.93 feet; thence North 03°16'06" West 328.95 feet to the South line of a tract under assignment of lease as recorded under Fee No. 8872, Book 882, Page 526, Washington County Film Records; thence on said South line South 76°12'39" East 53.02 feet to the Southeast corner of said leased tract; thence South 72°37'02" East 67.0 feet to the true point of beginning; thence North 19°04'28" East 90.8 feet; thence North 72°37'02" West 67.0 feet; thence North 19°04'28" East 26.51 feet; thence North 72°37'02" West 27.91 feet to the Southeast

Continued...

EXHIBIT A-1

2

June 17, 1981

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PARCEL 2, Continued

corner of tract under Mortgage as recorded at Page 919 of Book 844, Washington County Film Records; thence North 19°03'48" East 175.85 feet along said Mortgage tract to the intersection with the South line of Center Street as widened by dedication as recorded at Pages 162 and 156 of Book 949, of said Film Records; thence along said street South 72°26'40" East 290.00 feet; thence South 17°33'20" West 116.00 feet; thence North 72°26'40" West 60.00 feet; thence South 17°33'20" West 176.34 feet; thence North 72°37' West 142.83 feet to the true point of beginning.

PARCEL 3

A tract of land in Lot 18, STEEL'S ADDITION TO BEAVERTON, in the Southeast quarter of Section 9, Township 1 South, Range 1 West, Willamette Meridian, Washington County, Oregon, described as follows:

COMMENCING at the Southwest corner of that certain 10 acre tract described in deed to Rose Biggi as recorded at Page 79 of Deed Book 176, being a point in the center of County Road No. 397 on the Northerly right of way line of the Oregon Electric Railroad; thence South 60°38'45" East 34.06 feet on said Northerly line of the East right of way line of County Road No. 1013; thence North 01°06'28" East on said County Road right of way line 445.0 feet; thence leaving said County Road North 86°43'54" East 590.99 feet; thence North 37°32'55" East 261.72 feet to a point on the Southeasterly line of that tract of land leased to Thomas Usher and Walter Meserole as described in Deed Book 1178 at Page 596 as recorded June 29, 1977 and the true point of beginning of the tract herein described; thence continuing North 37°32'55" East on the Southeasterly line of said Usher/Meserole tract, 180.15 feet to the Southerly right of way line of Center Street as widened by dedication, deed as recorded in Book 949 at Pages 156 and 162 of said records; thence along said right of way line on a 570.00 foot radius curve to the right, an arc distance of 122.88 feet (the long chord bears South 42°26'26" East 122.64 feet); thence radially, leaving said Center Street South 53°44'08" West 35.50 feet; thence on a non-tangent 534.50 foot radius curve to the right 127.90 feet along the arc (the long chord bears South 29°24'35" East 127.59 feet); thence South 63°49'30" West 83.42 feet; thence North 52°27'05" West 191.36 feet to the point of beginning.

Continued...

EXHIBIT A-2

3

June 17, 1981

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PARCEL 4

A tract of Lots 18, 19 and 20, STEEL'S ADDITION TO BEAVERTON, in the Southeast quarter of Section 9, Township 1 South, Range 1 West, Willamette Meridian, Washington County, Oregon, described as follows:

COMMENCING at the Southwest corner of that certain 10 acre tract described in deed to Rose Biggi as recorded at Page 79 of Deed Book 176, being a point in the center of County Road No. 397 on the Northerly right of way line of the Oregon Electric Railroad; thence South 60°38'45" East 34.06 feet on said Northerly line to the East right of way line of County Road No. 1013; thence North 01°06'28" East on said County Road right of way line 445.0 feet; thence leaving said County Road North 86°43'54" East 590.99 feet; thence North 37°32'55" East 139.01 feet to a point on the Southeasterly line of that tract of land leased to Thomas Usher and Walter Meserole as described in Deed Book 1178 at Page 596 as recorded June 29, 1977 and the true point of beginning of the tract herein described; thence continuing North 37°32'55" East on the Southeasterly line of said Usher/Meserole tract, 122.71 feet; thence South 52°27'05" East 191.36 feet; thence North 63°49'30" East 83.41 feet; thence on a non-tangent 534.50 foot radius curve to the left 127.90 feet along the arc (the delta angle equals 13°42'35" and the chord bears North 29°24'35" West 127.59 feet); thence radially North 53°44'08" East 35.50 feet to the right of way line of Center Street as widened by dedication Deeds as recorded in Book 949 at Pages 156 and 162 of said records; thence along said right of way line on a 570.00 foot radius curve to the right 136.39 feet along the arc (the delta angle equals 13°42'35" and the long chord bears South 29°24'35" East 136.07 feet); thence South 22°33'10" East 279.74 feet; thence leaving said dedication South 18°54'42" East 87.87 feet; thence South 75°08'31" West 59.14 feet to the most Southerly corner of that tract described in Book 291 at Page 267 of said records; North 54°36'29" West 165.0 feet; thence South 47°58'31" West 20.00 feet; thence North 50°27'29" West 224.85 feet to an iron rod; thence North 86°43'54" East 29.43 feet; thence North 50°27'29" West 154.81 feet to the point of beginning.

Continued...

EXHIBIT A-3

4

June 17, 1981

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PARCEL 5

A non-exclusive easement for roadway purposes granted to Parcels I, III and IV over and across the following described private roadway:

A tract of land in Lots 14, 15, 17, 18 and 20, STEEL'S ADDITION TO BEAVERTON, in Section 9, Township 1 South, Range 1 West, Willamette Meridian, Washington County, Oregon, described as follows:

COMMENCING at the Southwest corner of that certain 10 acre tract described in Deed to Rose Biggi as recorded at Page 79 of Deed Book 176, being a point in the center of County Road No. 397 on the Northerly right of way line of the Oregon Electric Railroad; thence South 60°38'45" East 34.06 feet on said Northerly line to the East right of way line of County Road No. 1013; thence North 01°06'28" East on said County Road right of way line 445.0 feet to the true point of beginning; thence continuing North 01°06'28" East 12.03 feet; thence on an 1879.86 foot radius curve to the right, 66.08 feet along the arc (the long chord bears North 02°06'54" East 66.08 feet) to a point of cusp; thence on a 25.00 foot radius curve to the left 42.06 feet along the arc (the long chord bears South 45°04'24" East 37.27 feet); thence along the North line of this easement North 86°43'54" East 534.85 feet; thence on a 75.00 foot radius curve to the left, 64.38 feet along the arc (the long chord bears North 62°08'25" East 62.42 feet); thence along the Northwest line of this easement North 37°32'55" East 339.22 feet; thence on a 25.00 foot radius curve to the left 39.81 feet along the arc (the long chord bears North 08°04'33" West 35.74 feet) to a point of cusp; thence on a 570.00 foot radius curve to the right, 104.99 feet along the arc (the long chord bears South 48°25'23" East 104.85 feet to a point of cusp; thence on a 25.00 foot radius curve to the left, 43.3 feet along the arc (the long chord bears South 87°12'04" West 38.11 feet) thence, parallel to and 50.00 feet Southerly of, when measured at right angles to the Northwesterly and Northerly line of this easement South 37°32'55" West 389.38 feet and South 86°43'54" West 624.02 feet to the point of beginning.

Continued...

EXHIBIT A: 4

5

June 17, 1991

6 17 81

PARCEL 6

A parcel of land in Lots 18, 19, 30 and 84, and part of vacated Meander Street in STEELS ADDITION, a duly recorded plat in Section 9, Township 1 South, Range 1 West, Willamette Meridian, Washington County, Oregon, described as follows:

Beginning at a point on the East line of said Lot 84, which bears South 00° 04' 23" East, 20.00 feet from the Northeast corner thereof; thence South 00° 04' 23" East, on said East line, 728.75 feet to the corner of Lots 82 and 84 on the North line of Lot 30, said plat; thence South 00° 04' 23" East, 205.96 feet to the South line of said Lot 30; thence North 66° 18' 53" West, on last said South line, 125.06 feet to the East line of Parcel I as described in Deed Book 974 at page 3; thence North 22° 33' 10" West, on last said East line, 599.68 feet to a tangent curve whose radius point bears South 67° 26' 50" West, 630.00 feet; thence on the arc of said curve to the left 227.12 feet (chord bears North 32° 52' 50" West, 225.89 feet); thence North 03° 09' 10" East, 30.10 feet to a point of curve; thence on last said curve to the right, an arc distance of 244.82 feet (chord bears North 69° 51' 57" East, 240.19 feet) (radius 362.24 feet) to point of tangency; thence North 89° 13' 40" East, 151.93 feet; thence North 00° 46' 20" West, 5.00 feet to the South right of way line of County Road No. 597; thence North 89° 13' 40" East, on the road line, 86.98 feet to the beginning. Containing 5.790 acres.

PARCEL 7

A tract of land in Lots 15, 17, and 18, Steel's addition to Beaverton, in Section 9, T1S, R1W, W.M., Washington County, Oregon, described as follows:

Commencing at the southwest corner of that certain 10 acre tract described in deed to Rose Biggi as recorded at page 79 of deed book 176, being a point in the center of County Road No. 397 on the Northerly Right of Way line of the Oregon Electric Railroad; thence S 60° 38' 45" E 34.06 feet on said Northerly line to the East Right of Way line of County Road No. 1013; thence N 01° 06' 28" E on said County Road Right of Way line 445.0 feet; thence leaving said County Road N 86° 43' 54" E 196.93 feet; thence N 03° 16' 06" W 328.95 feet to the south line of a tract under assignment of lease as recorded under Fee No. 8872, book 882, page 526, Washington County Film Records; thence on said south line S 76° 12' 39" E 53.02 feet to the southeast corner of said leased tract; thence S 72° 37' 02" E 209.83 feet to the True Point of Beginning; thence N 17° 33' 20" E 176.34 feet; thence S 72° 26' 40" E 60.00 feet; thence N 17° 33' 20" E 116.00 feet to the intersection with the south line of Center Street as widened by dedication as recorded at pages 162 and 156 of book 949 said Film Records; thence along said street S 72° 26' 40" E 83.33 feet to a point of tangency with a 570.0 feet radius curve to the right; thence continuing along said dedication on said curve to the right an arc length of 237.05 feet (the chord bears S 60° 31' 50" E 235.35 feet); thence S 37° 32' 55" W 302.86 feet; thence N 50° 27' 29" W 110.47 feet; thence N 72° 37' W 167.62 feet to the True Point of beginning. Containing 2.069 acres.

EXHIBIT A-5

Continued...

6

June 17, 1981

6 17 81

PARCEL 8

A tract of land in the Southeast quarter, of the Southeast quarter, of Section 9, Township 1 South, Range 1 West, Willamette Meridian Washington County, Oregon, said tract being portion of Lots 13, 14, 15, and 20 STEEL'S ADDITION TO BEAVERTON, OREGON, said tract being more particularly described as follows:

Beginning at a 5/8 inch iron rod marking the Northwest corner of that tract of land conveyed to Westgate Theater, Inc., as recorded in Book 634 at page 447 of the Washington County Records, said Northwest corner being on the East right of way line of Cedar Street (County Road No. 1013), thence from said beginning point, North 01°13'20" East 320.00 feet, along the East line of Cedar Street, to a 5/8 inch iron rod; thence North 86°50'46" East 765.99 feet to a 5/8 inch iron rod on the Westerly bank of the Beaverton Main Ditch; thence, along the Westerly bank, South 50°20'37" East 224.85 feet to a 5/8 inch iron rod on the Northerly line of that tract of land described in Judgment No. 15164, of the Circuit Court of the State of Oregon, filed December 29, 1950; thence South 48°05'23" West 236.10 feet, along the Northerly line of said tract described in Judgment No. 15164, to a two (2) inch iron pipe at the Northeast corner of that tract of land described in Judgment No. 15163 of the said Circuit Court, filed March 24, 1949; thence North 86°08'37" West 114.30 feet to a 5/8 inch iron rod at the Northwest corner of that tract described in said Judgment No. 15163; thence South 08°00'23" West 11.26 feet to a 5/8 inch iron rod at the Northeast corner of the said Westgate Theater, Inc. tract; thence South 84°58'46" West 655.97 feet to the point of beginning.

Subject to a 10 foot slope easement along County Road No. 1013 (Cedar Hills Boulevard).

Continued...

Sheet A-6

7

June 17, 1981

6 17 81

PARCEL 9

A tract of land in the S.E. 1/4 Sec. 9, T 1S, R 1W, W.M., Washington County, Oregon, being more particularly described as follows:

Beginning at a point in the East R/W line of County Road No. 1013 known as S.W. Cedar Hills Boulevard, said point bearing S. 67° 54' E., 30.00 feet from center line station 11 + 75.6 of said County Road No. 1013; thence along said East R/W line N. 22° 06' E., 4.73 feet to its intersection with the South R/W line of County Road No. 597 known as S.W. Center Street; thence S. 72° 26' E., along said South R/W line 175.00 feet; thence S. 19° 16' 20" W., 195.00 feet; thence N. 72° 24' 30" W. 175.00 feet to a point in the East R/W line of County Road No. 1013 known as S.W. Cedar Hills Boulevard; thence tracing said East R/W line 190.27 feet along the arc of a 1,879.76 foot radius curve to the right through a central angle of 5° 47' 58" (the chord of which bears N. 19° 12' 01" E., 190.19 feet) to the point of beginning. Excepting therefrom a strip of land 20 feet more or less in width along the northerly portion thereof which is a portion of Center Street (County Road No. 597) as widened by dedication as recorded at pages 162 and 156 of Book 949, of said Film Records.

Subject to a 10 foot slope easement along County Road 1013 (Cedar Hills Boulevard).

PARCEL 10

A tract of land in Lots 16 and 17 "STEEL'S ADDITION TO BEAVERTON" in the southeast quarter of Section 9, T1S, R1W, W.M., Washington County, Oregon, said tract being more particularly described as follows:

Commencing at the southwest corner of that tract of land described in a Memorandum of Lease, recorded in book 811 at page 391 of the Washington County Records, said southwest corner being on the east R/W line of S.W. Cedar Hills Boulevard, running thence

EXHIBIT A-7

Continued...

8

June 17, 1981

6 17 81

PARCEL 10, Continued

S 72° 30' 10" E 175.10 feet; thence S 72° 37' 02" E 27.91 feet; thence S 19° 04' 28" W 26.51 feet; thence S 72° 30' 10" E 67.0 feet; thence S 19° 11' 20" W 90.8 feet; thence N 72° 30' 10" W 67.0 feet; thence N 76° 05' 47" W 192.57 feet to a point on the east R/W line of S.W. Cedar Hills Boulevard; thence northeasterly, on a 1879.86 foot radius curve to the right 97.55 feet along the arc (long chord bears N 13° 47' 59" E 97.54 feet); thence continuing along said arc 32.02 feet to the point of beginning.

Subject to a 10 foot slope easement along County Road No. 1013 (Cedar Hills Boulevard).

EXCEPTING FROM said Parcels 1 to 10 inclusive, any portion included within S.W. Cedar Hills Boulevard, S.W. Hall Boulevard, and S.W. Center Street as dedicated to the City of Beaverton for the use of the public as a public way, street and road.

STATE OF OREGON
County of Washington

} ss deed

I, Roger Thomssen, Director of Records and Elections and Ex-Officio Recorder of Conveyances for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.

ROGER THOMSEN, Director of Records & Elections

EXHIBIT A - e

9

31/39
ck

1981 JUN 17 PM 3:24

June 17, 1981



41-11

TICOR TITLE INSURANCE

85051821

STATUTORY BARGAIN AND SALE DEED

ae - 10554-1-85

BIGGI INVESTMENT COMPANY, an Oregon corporation, Grantor, conveys to BIGGI FAMILY PARTNERSHIP, an Oregon General Partnership consisting of John S. Biggi, John S. Biggi, Jr., Michael L. Biggi, Vincent L. Biggi, Gina M. Biggi, Gene L. Biggi, Dean L. Biggi, Linda Biggi as Custodian for Anthony S. Biggi, Dana M. Biggi and Dominic G. Biggi, Partners with varying Ownership Interests in the Partnership as set forth in that certain Partnership Agreement dated December 27th, 1985, Grantee, the real property situated in the County of Washington, State of Oregon, described on attached Exhibit A by this reference incorporated herein as though fully set forth, subject to liens and encumbrances of record and existing leases, all of which Grantee assumes and agrees to pay or perform.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

This transfer is made pursuant to the terms of an Agreement to Dissolve Corporation among the Partners dated October 31, 1985. The true consideration for this conveyance includes value other than money.

IN WITNESS WHEREOF, the Grantor has executed this instrument the 27th day of December, 1985, by its officers, duly authorized by its shareholders and board of directors.

TICOR TITLE INSURANCE COMPANY HAS RECORDED THIS INSTRUMENT BY REQUEST AS AN ACCOMMODATION ONLY AND HAS NOT EXAMINED IT FOR REGULARITY AND EFFICIENCY OR AS TO ITS EFFECT UPON THE TITLE TO ANY REAL PROPERTY THAT MAY BE DESCRIBED THEREIN.

BIGGI INVESTMENT COMPANY, an Oregon corporation

By: Gene L. Biggi
Gene L. Biggi, President

By: John S. Biggi
John S. Biggi, Vice President

By: John S. Biggi, Jr.
John S. Biggi, Jr., Secretary

STATE OF OREGON)
County of Washington) ss.

The foregoing instrument was acknowledged before me this 27 day of December, 1985, by Gene L. Biggi, President, John S. Biggi, Vice President and John S. Biggi, Jr., Secretary of

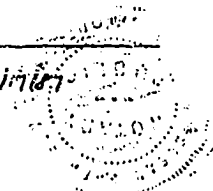
Page 1 - STATUTORY BARGAIN AND SALE DEED

1-10

12-31-85

Biggi Investment Company, an Oregon Corporation, on behalf of
the corporation.

William J. Rasmussen
Notary Public for Oregon
My Commission Expires: 7/17/18



Grantor's Name and Address:

Biggi Investment Company
P.O. Box 687
Beaverton, Oregon 97005

Grantee's Name and Address:

Biggi Family Partnership
3869 S.W. Hall Blvd.
Beaverton, Oregon 97005

AFTER RECORDING RETURN TO:

Neva T. Campbell
1211 S.W. Fifth, #1800
Portland, Oregon 97204-3795

UNTIL A CHANGE IS REQUESTED ALL TAX
STATEMENTS SHALL BE SENT TO THE FOLLOWING ADDRESS:

Biggi Family Partnership
3869 S.W. Hall Blvd.
Beaverton, Oregon 97005

Page 2 - STATUTORY BARGAIN AND SALE DEED

2

EXHIBIT "A"

PARCEL 1

A tract of land in Lots 14, 15, 16, 17, 18 and 20, STEEL'S ADDITION TO BEAVERTON, in Section 9, Township 1 South, Range 1 West, Willamette Meridian, Washington County, Oregon, described as follows:

COMMENCING at the Southwest corner of that certain 10 acre tract described in deed to Rose Biggi as recorded at Page 79 of Deed Book 176, being a point in the center of County Road No. 397, on the Northerly right of way line of the Oregon Electric Railroad; thence South 60°38'45" East 34.06 feet on said Northerly line to the East right of way line of County Road No. 1013; thence North 01°06'28" East on said County Road right of way line 445.0 feet to an iron rebar at the true point of beginning; thence continuing North 01°06'28" East 12.03 feet; thence on a 1,879.86 foot radius curve to the right, 363.39 feet along the arc (the long chord bears North 06°39'12" East 363.32 feet) to the Southwest corner of a tract under assignment of lease as recorded under Fee No. 8872, Book 822, Page 526, Washington County Deed Records; thence on the South line of said leased tract; South 76°12'39" East 192.57 feet; thence South 72°37'00" East 377.45 feet to an angle point in the Southwesterly line of that tract of land leased to Thomas Usher and Walter Mescrole as described in Deed Book 1178, Page 596, as recorded June 29, 1977; thence South 50°27'29" East 265.28 feet; thence South 80°43'54" West 29.44 feet to an iron rebar; thence continuing South 85°43'54" West 765.99 feet to the true point of beginning.

SUBJECT TO a 10 foot slope easement along County Road No. 1013 (Cedar Hillis Boulevard)

PARCEL 2

A tract of land in Lots 16 and 17, STEEL'S ADDITION TO BEAVERTON, in Section 9, Township 1 South, Range 1 West, Willamette Meridian, Washington County, Oregon, described as follows:

COMMENCING at the Southwest corner of that certain 10 acre tract described in deed to Rose Biggi as recorded at Page 79 of Deed Book 176, being a point in the center of County Road No. 397, on the Northerly right of way line of the Oregon Electric Railroad; thence South 60°38'45" East 34.06 feet on said Northerly line to the East right of way line of County Road No. 1013; thence North 01°06'28" East on said County Road right of way line 445.0 feet; thence leaving said County Road North 85°43'54" East 196.93 feet; thence North 03°16'06" West 328.95 feet to the South line of a tract under assignment of lease as recorded under Fee No. 8872, Book 822, Page 526, Washington County Film Records; thence on said South line South 76°12'39" East 93.92 feet to the Southeast corner of said leased tract; thence South 72°37'02" East 67.0 feet to the true point of beginning; thence North 19°04'26" East 90.8 feet; thence North 72°37'02" West 67.0 feet; thence North 19°04'26" East 26.51 feet; thence North 72°37'02" West 27.91 feet to the Southeast

Continued...

PARCEL 4

3

PARCEL 2, Continued

corner of tract under Mortgage as recorded at Page 919 of Book 844, Washington County Film Records; thence North $19^{\circ}03'48''$ East 175.85 feet along said Mortgage tract to the intersection with the South line of Center Street as widened by dedication as recorded at Pages 162 and 156 of Book 949, of said Film Records; thence along said street South $72^{\circ}26'40''$ East 290.00 feet; thence South $17^{\circ}33'20''$ West 116.00 feet; thence North $72^{\circ}26'40''$ West 60.00 feet; thence South $17^{\circ}33'20''$ West 176.34 feet; thence North $72^{\circ}37'$ West 142.83 feet to the true point of beginning.

PARCEL 3

A tract of land in Lot 18, STEEL'S ADDITION TO BEAVERTON, in the Southeast quarter of Section 9, Township 1 South, Range 1 West, Willamette Meridian, Washington County, Oregon, described as follows:

COMMENCING at the Southwest corner of that certain 10 acre tract described in Deed to Rose Biggi as recorded at Page 79 of Deed Book 176, being a point in the center of County Road No. 397 on the Northerly right of way line of the Oregon Electric Railroad; thence South $60^{\circ}38'45''$ East 34.06 feet on said Northerly line of the East right of way line of County Road No. 1013; thence North $01^{\circ}06'28''$ East on said County Road right of way line 445.0 feet; thence leaving said County Road North $86^{\circ}43'54''$ East 590.99 feet; thence North $37^{\circ}32'55''$ East 261.72 feet to a point on the Southeasterly line of that tract of land leased to Thomas Usher and Walter Meserole as described in Deed Book 1178 at Page 596 as recorded June 29, 1977 and the true point of beginning of the tract herein described; thence continuing North $37^{\circ}32'55''$ East on the Southeasterly line of said Usher/Meserole tract, 160.15 feet to the Southerly right of way line of Center Street as widened by dedication deed as recorded in Book 949 at Pages 156 and 162 of said records; thence along said right of way line on a 570.00 foot radius curve to the right, an arc distance of 122.88 feet (the long chord bears South $42^{\circ}26'26''$ East 122.64 feet); thence radially, leaving said Center Street South $53^{\circ}44'08''$ West 35.50 feet; thence on a non-tangent 534.50 foot radius curve to the right 127.90 feet along the arc (the long chord bears South $29^{\circ}24'35''$ East 127.59 feet); thence South $63^{\circ}49'30''$ West 83.42 feet; thence North $52^{\circ}27'05''$ West 191.36 feet to the point of beginning.

Continued...

Exhibit A - 2

4

PARCEL 4

A tract of Lots 18, 19 and 20, STEEL'S ADDITION TO BEAVERTON, in the Southeast quarter of Section 9, Township 1 South, Range 1 West, Willamette Meridian, Washington County, Oregon, described as follows:

COMMENCING at the Southwest corner of that certain 10 acre tract described in deed to Rose Bigli as recorded at Page 79 of Deed Book 176, being a point in the center of County Road No. 397 on the Northerly right of way line of the Oregon Electric Railroad; thence South $60^{\circ}38'45''$ East 34.06 feet on said Northerly line to the East right of way line of County Road No. 1013; thence North $01^{\circ}06'26''$ East on said County Road right of way line 445.0 feet; thence leaving said County Road North $85^{\circ}43'54''$ East 590.99 feet; thence North $37^{\circ}32'55''$ East 139.91 feet to a point on the Southeastly line of that tract of land leased to Thomas Usher and Walter Meserole as described in Deed Book 1178 at Page 596 as recorded June 29, 1977 and the true point of beginning of the tract herein described; thence continuing North $37^{\circ}32'55''$ East on the Southeastly line of said Usher/Meserole tract, 122.71 feet; thence South $52^{\circ}27'05''$ East 191.36 feet; thence North $63^{\circ}49'56''$ East 83.41 feet thence on a non-tangent 534.50 foot radius curve to the left 127.90 feet along the arc (the delta angle equals $13^{\circ}42'35''$ and the chord bears North $29^{\circ}24'35''$ West 127.59 feet); thence radially North $53^{\circ}44'08''$ East 85.50 feet to the right of way line of Center Street as widened by dedication Deeds as recorded in Book 949 at Pages 156 and 162 of said records; thence along said right of way line on a 570.00 foot radius curve to the right 136.39 feet along the arc (the delta angle equals $13^{\circ}42'35''$ and the long chord bears South $29^{\circ}24'35''$ East 136.07 feet); thence South $22^{\circ}33'10''$ East 279.74 feet; thence leaving said dedication South $18^{\circ}54'42''$ East 87.87 feet; thence South $75^{\circ}08'31''$ West 59.14 feet to the most southerly corner of that tract described in Book 291 at Page 267 of said records; North $54^{\circ}36'29''$ West 165.0 feet; thence South $47^{\circ}58'31''$ West 20.00 feet; thence North $27^{\circ}29''$ West 224.85 feet to an iron rod; thence North $86^{\circ}43'54''$ East 29.43 feet; thence North $80^{\circ}27'29''$ West 154.81 feet to the point of beginning.

Continued...

EXHIBIT 4

5

PARCEL 5

A non-exclusive easement for roadway purposes granted to Parcels I, III and IV over and across the following described private roadway:

A tract of land in Lots 14, 15, 17, 18 and 20, STEEL'S ADDITION TO BEAVERTON, in Section 9, Township 1 South, Range 1 West, Willamette Meridian, Washington County, Oregon, described as follows:

COMMENCING at the Southwest corner of that certain 10 acre tract described in Deed to Rose Biggi as recorded at Page 79 of Deed Book 176, being a point in the center of County Road No. 397 on the Northerly right of way line of the Oregon Electric Railroad; thence South 60°38'45" East 34.06 feet on said Northerly line to the East right of way line of County Road No. 1013; thence North 01°06'28" East on said County Road right of way line 445.0 feet to the true point of beginning; thence continuing North 01°06'28" East 12.03 feet; thence on an 1879.86 foot radius curve to the right, 66.08 feet along the arc (the long chord bears North 02°06'54" East 66.08 feet) to a point of cusp; thence on a 25.00 foot radius curve to the left 42.06 feet along the arc (the long chord bears South 45°04'24" East 37.27 feet); thence along the North line of this easement North 96°43'54" East 534.85 feet; thence on a 75.00 foot radius curve to the left, 64.38 feet along the arc (the long chord bears North 62°08'25" East 62.42 feet); thence along the Northwest line of this easement North 37°32'55" East 339.22 feet; thence on a 25.00 foot radius curve to the left 39.81 feet along the arc (the long chord bears North 08°04'33" West 35.74 feet) to a point of cusp; thence on a 570.00 foot radius curve to the right, 104.99 feet along the arc (the long chord bears South 48°25'23" East 104.85 feet) to a point of cusp; thence on a 25.00 foot radius curve to the left, 43.11 feet along the arc (the long chord bears South 87°12'04" West 38.11 feet); thence, parallel to and 50.00 feet Southerly of, when measured at right angles to the westerly and Northerly line of this easement South 37°32'55" West 189.38 feet and South 86°43'54" West 624.02 feet to the point of beginning.

Continued...

TABLE A. A

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PARCEL 6

A parcel of land in Lots 18, 19, 30 and 84, and part of vacated Meander Street in STEELS ADDITION, a duly recorded plat in Section 9, Township 1 South, Range 1 West, Willamette Meridian, Washington County, Oregon, described as follows:

Beginning at a point on the East line of said Lot 84, which bears South 00° 04' 23" East, 20.00 feet from the Northeast corner thereof; thence South 00° 04' 23" East, on said East line, 728.75 feet to the corner of Lots 82 and 84 on the North line of Lot 30, said plat; thence South 00° 04' 23" East, 205.96 feet to the South line of said Lot 30; thence North 66° 18' 53" West, on last said South line, 125.05 feet to the East line of Parcel 1 as described in Deed Book 974 at page 3; thence North 22° 33' 10" West, on last said East line, 599.53 feet to a tangent curve whose radius point bears South 67° 26' 50" West, 630.00 feet; thence on the arc of said curve to the left 227.12 feet (chord bears North 32° 52' 50" West, 225.89 feet); thence North 03° 09' 10" East, 30.10 feet to a point of curve; thence on last said curve to the right, an arc distance of 345.82 feet (chord bears North 69° 51' 57" East, 240.19 feet) (radius 362.24 feet) to point of tangency; thence North 89° 13' 40" East, 151.93 feet; thence North 00° 46' 20" West, 5.00 feet to the South right of way line of County Road No. 597; thence North 89° 13' 40" East, on the road line, 86.98 feet to the beginning. Containing 5.790 acres.

PARCEL 7

A tract of land in Lots 15, 17, and 18, Steel's addition to Beaverton, in Section 9, T1S, R1W, W.M., Washington County, Oregon, described as follows:

Commencing at the southwest corner of that certain 10 acre tract described in deed to Rose Biggi as recorded at page 79 of Deed book 176, being a point in the center of County Road No. 397 on the Northerly Right of Way line of the Oregon Electric Railroad; thence S 60° 38' 45" E 34.06 feet on said Northerly line to the East Right of Way line of County Road No. 1013; thence N 01° 36' 28" E on said County Road Right of Way line 445.0 feet; thence leaving said County Road N 86° 43' 54" E 196.93 feet; thence N 03° 16' 06" W 328.95 feet to the south line of a tract under assignment of lease as recorded under Fee No. 2872, book 982, page 526, Washington County Film Records; thence on said south line S 76° 12' 39" E 53.02 feet to the southeast corner of said leased tract; thence S 72° 37' 02" E 209.83 feet to the True Point of Beginning; thence N 17° 33' 20" E 176.34 feet; thence S 72° 26' 40" E 60.00 feet; thence N 17° 33' 20" E 116.00 feet to the intersection with the south line of Center Street as widened by dedication as recorded at pages 162 and 156 of book 949 said Film Records; thence along said street S 72° 26' 40" E 83.33 feet to a point of tangency with a 570.0 feet radius curve to the right; thence continuing along said dedication on said curve to the right an arc length of 237.05 feet (the chord bears S 60° 31' 50" E 235.35 feet); thence S 37° 32' 55" W 302.86 feet; thence N 50° 27' 29" W 110.47 feet; thence N 72° 37' W 157.62 feet to the True Point of beginning. Containing 2.069 acres.

4-2

Continued... 7

PARCEL 8

A tract of land in the Southeast quarter, of the Southeast quarter, of Section 9, Township 1 South, Range 1 West, Willametta Meridian Washington County, Oregon, said tract being portion of Lots 13, 14, 15, and 20 STEEL'S ADDITION TO BEAVERTON, OREGON, said tract being more particularly described as follows:

Beginning at a 5/8 inch iron rod marking the Northwest corner of that tract of land conveyed to Westgate Theater, Inc., as recorded in Book 634 at page 447 of the Washington County Records, said Northwest corner being on the East right of way line of Cedar Street (County Road No. 1013); thence from said beginning point, North 01°13'20" East 320.00 feet, along the East line of Cedar Street, to a 5/8 inch iron rod; thence North 86°50'46" East 765.99 feet to a 5/8 inch iron rod on the Westerly bank of the Beaverton Main Ditch; thence, along the Westerly bank, South 50°20'37" East 224.85 feet to a 5/8 inch iron rod on the Northerly line of that tract of land described in Judgment No. 15164, of the Circuit Court of the State of Oregon, filed December 29, 1950; thence South 48°05'23" West 236.15 feet, along the Northerly line of said tract described in Judgment No. 15164, to a two (2) inch iron pipe at the Northeast corner of that tract of land described in Judgment No. 15163 of the said Circuit Court, filed March 24, 1949; thence North 86°08'37" West 114.30 feet to a 5/8 inch iron rod at the Northwest corner of that tract described in said Judgment No. 15163; thence South 08°00'23" West 11.26 feet to a 5/8 inch iron rod at the Northeast corner of the said Westgate Theater, Inc. tract; thence South 84°56'46" West 655.97 feet to the point of beginning.

Subject to a 10 foot slope easement along County Road No. 1013 (Cedar Hills Boulevard).

Continued...

1011 A-6

8

PARCEL 9

A tract of land in the S.E. 1/4 Sec. 9, T 1S, R 1W, W.M., Washington County, Oregon, being more particularly described as follows:

Beginning at a point in the East R/W line of County Road No. 1013 known as S.W. Cedar Hills Boulevard, said point bearing S. 67° 54' E., 30.00 feet from center line station 11 + 75.6 of said County Road No. 1013; thence along said East R/W line N. 22° 06' E., 4.73 feet to its intersection with the South R/W line of County Road No. 597 known as S.W. Center Street; thence S. 72° 26' E., along said South R/W line 175.00 feet; thence S. 15° 16' 20" W., 195.00 feet; thence N. 72° 24' 30" W. 175.00 feet to a point in the East R/W line of County Road No. 1013 known as S.W. Cedar Hills Boulevard; thence tracing said East R/W line 190.27 feet along the arc of a 1,879.76 foot radius curve to the right through a central angle of 5° 47' 58" (the chord of which bears N. 19° 12' 01" E., 190.19 feet) to the point of beginning. Excepting therefrom a strip of land 20 feet more or less in width along the northerly portion thereof which is a portion of Center Street (County Road No. 597) as widened by dedication as recorded at pages 162 and 156 of Book 949, of said Film records.

Subject to a 10 foot slope easement along County Road 1013 (Cedar Hills Boulevard).

PARCEL 10

A tract of land in Lots 16 and 17 "STEEL'S ADDITION TO BEAVERTON" in the southeast quarter of Section 9, T1S, R1W, W.M., Washington County, Oregon, said tract being more particularly described as follows:

Commencing at the southwest corner of that tract of land described in a Memorandum of Lease, recorded in book 811 at page 391 of the Washington County Records, said southwest corner being on the east R/W line of S.W. Cedar Hills Boulevard, running thence

Continued...

EMMA A-7

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PARCEL 10, Continued

S 72° 30' 10" E 175.10 feet; thence S 72° 37' 02" E 27.91 feet;
thence S 19° 04' 28" W 26.51 feet; thence S 72° 30' 10" E 67.0
feet; thence S 19° 11' 30" W 20.5 feet; thence N 72° 30' 10" W
67.0 feet; thence N 76° 05' 47" W 192.57 feet to a point on the
east R/W line of S.W. Cedar Hills Boulevard; thence northeasterly,
on a 1879.86 foot radius curve to the right 97.55 feet along
the arc (long chord bears N 13° 47' 59" E 97.54 feet); thence
continuing along said arc 32.02 feet to the point of beginning.

Subject to a 10 foot slope easement along County Road No. 1013
(Cedar Hills Boulevard).

EXCEPTING FROM said Parcels 1 to 10 inclusive, any portion
included within S.W. Cedar Hills Boulevard, S.W. Hall Boulevard,
and S.W. Center Street as dedicated to the City of Beaverton
for the use of the public as a public way, street and road.

STATE OF OREGON }
County of Washington } SS

I, Donald W. Mason, Director of Assessment
and Taxation and Ex-Officio Recorder of Con-
veyances for said county, do hereby certify that
the within instrument of writing was received
and recorded in book of records of said county.

Donald W. Mason, Director of
Assessment and Taxation, Ex-
Officio County Clerk

1985 DEC 31 AM 10:03

PLAT A-9

10

93047557

Washington County

Until a change is requested,
send tax statements to:
Steve Biggi
3843 SW Hall Boulevard
Beaverton, OR 97005

After recording, return to:
Neva T. Campbell
1800 Pacwest Center
1211 SW Fifth Avenue
Portland, OR 97204

**QUITCLAIM DEED AND ASSIGNMENT OF LEASES
(Statutory Form)**

HALL STREET ASSOCIATES, a Washington partnership, Grantor, releases and quitclaims to BIGGI INVESTMENTS PARTNERSHIP, an Oregon general partnership, Grantee, all right, title and interest in and to the following described real property located in Washington County, Oregon:

See Exhibit A attached (the "Property").

This deed is given to quitclaim to Grantee all right, title and interest of Grantor in the Property and in a Lease dated April 1, 1976, recorded June 29, 1977 in Book 1178 at Page 596.

Grantor hereby assigns all of its right, title and interest in the Leases affecting the Property to Grantee, including:

1. Unrecorded Lease, including the terms and provisions thereof, dated September 9, 1975 between Western Management Associates, Inc., Lessor, and Restaurants Unlimited, Inc., Lessee, and all addendums thereto.
2. Unrecorded Lease, including the terms and provisions thereof, dated August 3, 1987 between Hall Street Associates, Lessor, and Ophelia L. Kamstra and Lance D. Kamstra, Lessee.
3. Unrecorded Lease, including the terms and provisions thereof, dated June 3, 1987, between Hall Street Associates, Lessor, and Richard M. Jones, DBA Remtek Business Products, Lessee.
4. Unrecorded Lease, including the terms and provisions thereof, dated June 20, 1985, between Hall Street Associates, Lessor, and Beneficial Oregon Inc., Lessee, and all addendums thereto.

The true consideration for this conveyance is \$20,000. However, the actual consideration consists of or includes other property or value given or promised which is the part of the consideration.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD

Handwritten initials/signature

First American Title Insurance Company of Oregon
No. *Blakes*

WASHINGTON COUNTY
REAL PROPERTY TRANSFER TAX
\$ 20.00
FEE PAID
DATE 6-16-93

1 - QUITCLAIM DEED AND ASSIGNMENT OF LEASES

04872:47322 (BASE44508)

13

CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

Dated: the 25th day of September, 1991.

GRANTOR:
HALL STREET ASSOCIATES, a Washington
general partnership

Thomas J. Usher
THOMAS J. USHER, Partner

STATE OF OREGON)
County of Multnomah) ss.

The foregoing instrument was acknowledged before me this September 25, 1991, by Thomas J. Usher, as partner of Hall Street Associates, a Washington general partnership.

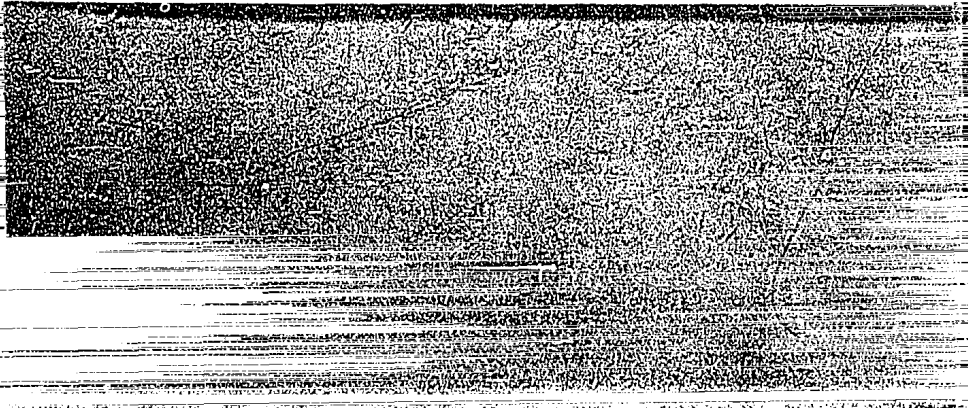


S M Kuehn
NOTARY PUBLIC FOR OREGON
My Commission Expires: 2/11/92

2 - QUITCLAIM DEED AND ASSIGNMENT OF LEASES

04872:47322 (BASE4508)

2



JUN 16 1993

DESCRIPTION

A tract of land in Lots 17 and 18, STEEL'S ADDITION TO BEAVERTON in Section 9, Township 1 South, Range 1 West, Willamette Meridian, in the City of Beaverton, County of Washington and State of Oregon, described as follows:

Commencing at the southwest corner of that certain 10 acre tract described in deed to Rose Biggi as recorded at Page 79 of Deed Book 176, being a point in the center of County Road No. 397 on the northerly right of way line of the Oregon Electric Railroad; thence South 60° 38' 45" East 34.06 feet on said northerly line to the east right of way line of County Road No. 1013; thence North 01° 06' 28" East on said County Road right of way line 445.0 feet; thence leaving said County Road North 86° 43' 54" East 196.93 feet; thence North 03° 16' 06" West 328.95 feet to the south line of a tract under assignment of lease as recorded under Fee No. 8872, Book 882, Page 526, Washington County Film Records; thence on said south line South 76° 12' 39" East 53.02 feet to the southeast corner of said leased tract; thence South 72° 37' 02" East 209.83 feet to the true point of beginning; thence North 17° 33' 20" East 176.34 feet; thence South 72° 26' 40" East 60.00 feet; thence North 17° 33' 20" East 116.00 feet to the intersection with the South line of Center Street as widened by dedication as recorded at Pages 162 and 156 of Book 949, said Film Records; thence along said street South 72° 26' 40" East 83.33 feet to a point of tangency with a 570.0 feet radius curve to the right; thence continuing along said dedication on said curve to the right an arc length of 237.05 feet (the chord bears South 60° 31' 50" East 235.35 feet); thence South 37° 32' 55" West 302.86 feet; thence North 50° 27' 29" West 110.47 feet; thence North 72° 37' West 167.62 feet to the true point of beginning.

STATE OF OREGON }
County of Washington } SS

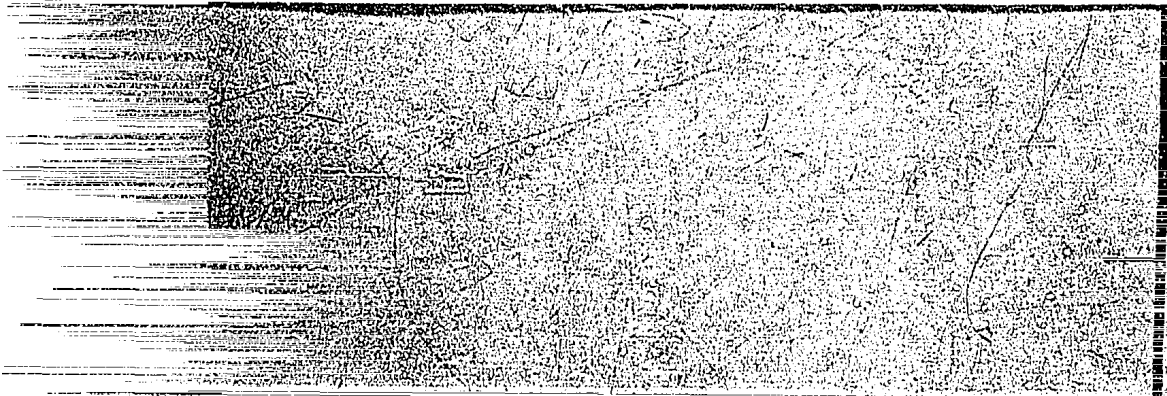
I, Jerry R. Hanson, Director of Assessment and Taxation and Ex-Officio Recorder of Conveyances for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.

Jerry R. Hanson, Director of Assessment and Taxation, Ex-Officio County Clerk

EXHIBIT A

Doc : 93047557.1
Rect: 102032 68.00
05/16/1993 03:15:09PM

3



46
15
31

Washington County, Oregon
09/29/2011 02:52:03 PM
D-DBS Cnt=1 Stn=16 D HOFFMAN
\$15.00 \$5.00 \$11.00 \$15.00 - Total = \$46.00

2011-067674



After recording return to:
Biggi Investments Limited Partnership
Post Office Box 1698
Beaverton, OR 97075

Until a change is requested all tax statements
shall be sent to the following address:
Biggi Investments Limited Partnership
Post Office Box 1698
Beaverton, OR 97075

File No.: 06-1165922 (SRM)
Date: September 14, 2011

THIS SPACE RESERVED



01634852201100676740030037

I, Richard Hobernicht, Director of Assessment and
Taxation and Ex-Officio County Clerk for Washington
County, Oregon, do hereby certify that the within
instrument of writing was received and recorded in the
book of records of said county.

Richard Hobernicht

Richard Hobernicht, Director of Assessment and
Taxation, Ex-Officio County Clerk



WS 1165922
Pacific NW Title

STATUTORY BARGAIN AND SALE DEED

Biggi Investments Partnership, an Oregon general partnership, Grantor, conveys to **Biggi Investments Limited Partnership, an Oregon Limited partnership**, Grantee, the following described real property:

See Legal Description attached hereto as Exhibit A and by this reference incorporated herein.

The true consideration for this conveyance is **\$To correct vesting for financing purposes.** (Here comply with requirements of ORS 93.030)

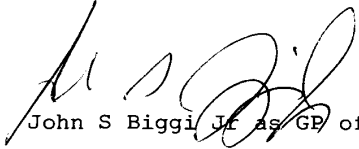
BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, OF CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, OF CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.

Dated this 15 day of Sept, 2011.

APN: R57217

Bargain and Sale Deed
- continued

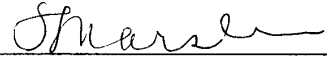
File No.: 06-1165922 (SRM)
Date: 09/14/2011



John S Biggi Jr as GP of Biggi Invest ments Partnership

STATE OF Oregon)
)ss.
County of Washington)

This instrument was acknowledged before me on this ____ day of 9/15/11, 20____
by John S Bigg Sr. as General Partner of Biggi Investments Partnership, on behalf of the Partnership



Notary Public for Oregon
My commission expires:

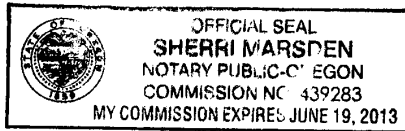


EXHIBIT A

LEGAL DESCRIPTION: Real property in the County of Washington, State of Oregon, described as follows:

A TRACT OF LAND IN LOTS 17 AND 18, STEEL'S ADDITION TO BEAVERTON, IN SECTION 9, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN, IN THE CITY OF BEAVERTON, COUNTY OF WASHINGTON AND STATE OF OREGON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THAT CERTAIN 10 ACRE TRACT DESCRIBED IN DEED TO ROSE BIGGI AS RECORDED AT PAGE 79 OF DEED BOOK 176, BEING A POINT IN THE CENTER OF COUNTY ROAD NO. 397 ON THE NORTHERLY RIGHT OF WAY LINE OF THE OREGON ELECTRIC RAILROAD; THENCE SOUTH 60°38'43" EAST 34.06 FEET ON SAID NORTHERLY LINE TO THE EAST RIGHT OF WAY LINE OF COUNTY ROAD NO. 1013; THENCE NORTH 01°06'28" EAST ON SAID COUNTY ROAD RIGHT OF WAY LINE 445.0 FEET; THENCE LEAVING SAID COUNTY ROAD NORTH 86°43'54" EAST 196.93 FEET; THENCE NORTH 03°16'06" WEST 328.95 FEET TO THE SOUTH LINE OF A TRACT UNDER ASSIGNMENT OF LEASE AS RECORDED UNDER FEE N. 8872, BOOK 882, PAGE 525, WASHINGTON COUNTY FILM RECORDS; THENCE ON SAID SOUTH LINE SOUTH 26°12'39" EAST 53.02 FEET TO THE SOUTHEAST CORNER OF SAID LEASED TRACT; THENCE SOUTH 72°37'02" EAST 209.83 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 17°33'20" EAST 176.34 FEET; THENCE SOUTH 72°26'40" EAST 60.00 FEET; THENCE NORTH 17°33'20" EAST 116.00 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF CENTER STREET AS WIDENED BY DEDICATION AS RECORDED AT PAGES 162 AND 156 OF BOOK 949, SAID FILM RECORDS; THENCE ALONG SAID STREET SOUTH 72°26'40" EAST 83.33 FEET TO A POINT OF TANGENCY WITH A 570.0 FOOT RADIUS CURVE TO THE RIGHT; THENCE CONTINUING ALONG SAID DEDICATION ON SAID CURVE TO THE RIGHT AN ARC LENGTH OF 237.05 FEET (THE CHORD BEARS SOUTH 60°31'50" EAST 235.35 FEET); THENCE SOUTH 37°32'55" WEST 302.86 FEET; THENCE NORTH 50°27'29" WEST 110.47 FEET; THENCE NORTH 72°37' WEST 167.62 FEET TO THE TRUE POINT OF BEGINNING.

NOTE: This legal description was created prior to January 1, 2008.

Washington County, Oregon **2015-082273**
D-DBS
Str=20 I REED **09/29/2015 12:51:59 PM**
\$15.00 \$11.00 \$5.00 \$20.00 **\$51.00**

THIS SPA

I, Richard Hobernicht, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.

Richard Hobernicht, Director of
Assessment and Taxation, Ex-Officio

After recording return to:
Biggi Investments LLC
Post Office Box 1698
Beaverton , OR 97075

Until a change is requested all tax
statements shall be sent to the
following address:
Same as above
Post Office Box 1698
Beaverton , OR 97075

File No.: 06-1165922 (SRM)
Date: September 14, 2015

FIRST AMERICAN 252-4783-LO

STATUTORY BARGAIN AND SALE DEED

Biggi Investments Limited Partnership, an Oregon limited partnership, Grantor, conveys to **Biggi Investments LLC, An Oregon LLC** , Grantee, the following described real property:

See Legal Description attached hereto as Exhibit A and by this reference incorporated herein.

The true consideration for this conveyance is **\$conversion of Biggi Investments Limited Partnership into Biggi Investment LLC pursuant to ORS 63.470.**". (Here comply with requirements of ORS 93.030)

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

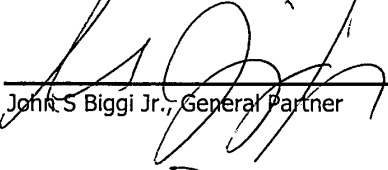
First American Title Accommodation
Recording Assumes No Liability

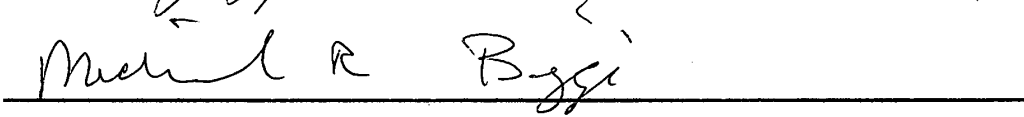
APN: R57217

Bargain and Sale Deed
- continued

File No.: 06-1165922 (SRM)
Date: 09/14/2015

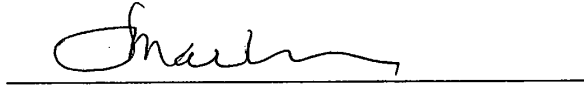
Dated this 28 day of Sept, 2015.


John S Biggi Jr., General Partner


Michael R. Biggi, General Partner

STATE OF Oregon)
County of Clackamas) ss.
)

This instrument was acknowledged before me on this 28 day of Sept, 2015 by John S. Biggi Jr., and Michael R. Biggi, as General Partners of Biggi Investments on behalf of the Limited Partnership.



Notary Public for Oregon
My commission expires: 6/19/17

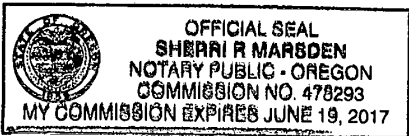


EXHIBIT A

LEGAL DESCRIPTION: Real property in the County of Washington, State of Oregon, described as follows:

A TRACT OF LAND IN LOTS 17 AND 18, STEEL'S ADDITION TO BEAVERTON, IN SECTION 9, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN, IN THE CITY OF BEAVERTON, COUNTY OF WASHINGTON AND STATE OF OREGON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THAT CERTAIN 10 ACRE TRACT DESCRIBED IN DEED TO ROSE BIGGI AS RECORDED AT PAGE 79 OF DEED BOOK 176, BEING A POINT IN THE CENTER OF COUNTY ROAD NO. 397 ON THE NORTHERLY RIGHT OF WAY LINE OF THE OREGON ELECTRIC RAILROAD; THENCE SOUTH 60°38'43" EAST 34.06 FEET ON SAID NORTHERLY LINE TO THE EAST RIGHT OF WAY LINE OF COUNTY ROAD NO. 1013; THENCE NORTH 01°06'28" EAST ON SAID COUNTY ROAD RIGHT OF WAY LINE 445.0 FEET; THENCE LEAVING SAID COUNTY ROAD NORTH 86°43'54" EAST 196.93 FEET; THENCE NORTH 03°16'06" WEST 328.95 FEET TO THE SOUTH LINE OF A TRACT UNDER ASSIGNMENT OF LEASE AS RECORDED UNDER FEE N. 8872, BOOK 882, PAGE 525, WASHINGTON COUNTY FILM RECORDS; THENCE ON SAID SOUTH LINE SOUTH 26°12'39" EAST 53.02 FEET TO THE SOUTHEAST CORNER OF SAID LEASED TRACT; THENCE SOUTH 72°37'02" EAST 209.83 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 17°33'20" EAST 176.34 FEET; THENCE SOUTH 72°26'40" EAST 60.00 FEET; THENCE NORTH 17°33'20" EAST 116.00 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF CENTER STREET AS WIDENED BY DEDICATION AS RECORDED AT PAGES 162 AND 156 OF BOOK 949, SAID FILM RECORDS; THENCE ALONG SAID STREET SOUTH 72°26'40" EAST 83.33 FEET TO A POINT OF TANGENCY WITH A 570.0 FOOT RADIUS CURVE TO THE RIGHT; THENCE CONTINUING ALONG SAID DEDICATION ON SAID CURVE TO THE RIGHT AN ARC LENGTH OF 237.05 FEET (THE CHORD BEARS SOUTH 60°31'50" EAST 235.35 FEET); THENCE SOUTH 37°32'55" WEST 302.86 FEET; THENCE NORTH 50°27'29" WEST 110.47 FEET; THENCE NORTH 72°37' WEST 167.62 FEET TO THE TRUE POINT OF BEGINNING.

NOTE: This legal description was created prior to January 1, 2008.

Washington County, Oregon **2022-032228**
D-DBS
Stn=4 A STROM **05/12/2022 12:05:48 PM**
\$20.00 \$11.00 \$5.00 \$60.00 **\$96.00**

I, Joe Nelson, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.

Joe Nelson, Director of Assessment and Taxation, Ex-Officio County Clerk

Send tax statements to:
Mark L. Huglin
Draneas Huglin Dooley LLC
4949 Meadows Road, Suite 600
Lake Oswego, OR 97035

Parcel: R57217
Tax Lot: 1S109DD00105

BARGAIN AND SALE DEED

Biggi Investments, LLC, an Oregon limited liability company, Grantor, conveys to John S. Biggi, Jr., Michael R. Biggi, Vincent L. Biggi and Gina Biggi Goeser, as equal tenants in common, Grantee, all of Grantor's right, title and interest in the real property located in Washington County, State of Oregon and described as follows:

See Exhibit "A" Attached

The true and actual consideration for this conveyance is \$0. It is a tax-free distribution from the LLC to its members.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

DATED: May 12, 2022.

Biggi Investments, LLC

By: 
John S. Biggi, Jr., Manager and Member

PAGE 1 - BARGAIN AND SALE DEED

Biggi Investments, LLC

By: [Signature]
Michael R. Biggi, Manager and Member

Biggi Investments, LLC

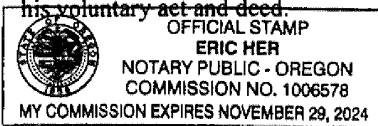
By: [Signature]
Vincent L. Biggi, Member

Biggi Investments, LLC

By: [Signature]
Gina Biggi Goeser, Member

STATE OF OREGON)
County of Washington) ss.

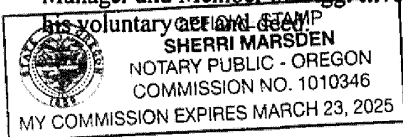
On this 12th day of May, 2022, the above named John S. Biggi, Jr., as Manager and Member of Biggi Investments, LLC, acknowledged the foregoing instrument to be his voluntary act and deed.



[Signature]
Notary Public for Oregon

STATE OF OREGON)
County of Clackamas) ss.

On this 10 day of May, 2022, the above named Michael R. Biggi as Manager and Member of Biggi Investments, LLC, acknowledged the foregoing instrument to be his voluntary act and deed.



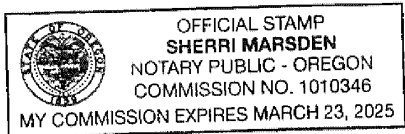
[Signature]
Notary Public for Oregon

STATE OF OREGON)
County of Clackamas) ss.

On this 10 day of May, 2022, the above named Vincent L. Biggi, as a Member of Biggi Investments, LLC, acknowledged the foregoing instrument to be his voluntary act and deed.

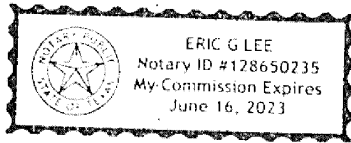
[Signature]
Notary Public for Oregon

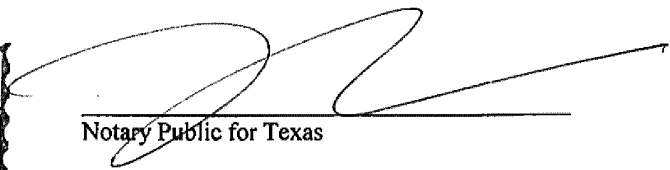
PAGE 2 – BARGAIN AND SALE DEED



STATE OF TEXAS)
County of Dallas) ss.

On this 9 day of MAY, 2022, the above named Gina Biggi Goeser, as a Member of Biggi Investments, LLC, acknowledged the foregoing instrument to be her voluntary act and deed.





Notary Public for Texas

PAGE 3 – BARGAIN AND SALE DEED

EXHIBIT A

LEGAL DESCRIPTION: Real property in the County of Washington, State of Oregon, described as follows:

A TRACT OF LAND IN LOTS 17 AND 18, STEEL'S ADDITION TO BEAVERTON, IN SECTION 9, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN, IN THE CITY OF BEAVERTON, COUNTY OF WASHINGTON AND STATE OF OREGON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THAT CERTAIN 10 ACRE TRACT DESCRIBED IN DEED TO ROSE BIGGI AS RECORDED AT PAGE 79 OF DEED BOOK 176, BEING A POINT IN THE CENTER OF COUNTY ROAD NO. 397 ON THE NORTHERLY RIGHT OF WAY LINE OF THE OREGON ELECTRIC RAILROAD; THENCE SOUTH 60°38'43" EAST 34.06 FEET ON SAID NORTHERLY LINE TO THE EAST RIGHT OF WAY LINE OF COUNTY ROAD NO. 1013; THENCE NORTH 01°06'28" EAST ON SAID COUNTY ROAD RIGHT OF WAY LINE 445.0 FEET; THENCE LEAVING SAID COUNTY ROAD NORTH 86°43'54" EAST 196.93 FEET; THENCE NORTH 03°16'06" WEST 328.95 FEET TO THE SOUTH LINE OF A TRACT UNDER ASSIGNMENT OF LEASE AS RECORDED UNDER FEE N. 8872, BOOK 882, PAGE 525, WASHINGTON COUNTY FILM RECORDS; THENCE ON SAID SOUTH LINE SOUTH 26°12'39" EAST 53.02 FEET TO THE SOUTHEAST CORNER OF SAID LEASED TRACT; THENCE SOUTH 72°37'02" EAST 209.83 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 17°33'20" EAST 176.34 FEET; THENCE SOUTH 72°26'40" EAST 60.00 FEET; THENCE NORTH 17°33'20" EAST 116.00 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF CENTER STREET AS WIDENED BY DEDICATION AS RECORDED AT PAGES 162 AND 156 OF BOOK 949, SAID FILM RECORDS; THENCE ALONG SAID STREET SOUTH 72°26'40" EAST 83.33 FEET TO A POINT OF TANGENCY WITH A 570.0 FOOT RADIUS CURVE TO THE RIGHT; THENCE CONTINUING ALONG SAID DEDICATION ON SAID CURVE TO THE RIGHT AN ARC LENGTH OF 237.05 FEET (THE CHORD BEARS SOUTH 60°31'50" EAST 235.35 FEET); THENCE SOUTH 37°32'55" WEST 302.86 FEET; THENCE NORTH 50°27'29" WEST 110.47 FEET; THENCE NORTH 72°37' WEST 167.62 FEET TO THE TRUE POINT OF BEGINNING.

NOTE: This legal description was created prior to January 1, 2008.