

1999 NOV -1 PM 3: 00

Vol M99 Page 43131

Record and Return to:

1999 OCT 28 PM 3: 07

Vol M99 Page 43596

Until a change is requested, all tax statements shall be sent to the following address:

National Realty Funding, L.C.  
911 Main Street, Suite 1400  
Kansas City, MO 64105  
Attn: Asset Administration

Being Re-recorded to replace messed-up notaries

Loan No. 7454

*K-54076*  
**ASSUMPTION AGREEMENT**

**THIS ASSUMPTION AGREEMENT ("Agreement")** is made as of the 28 day of October, 1999, by and among **THE CHASE MANHATTAN BANK, AS TRUSTEE FOR THE REGISTERED HOLDERS OF PRUDENTIAL SECURITIES SECURED FINANCING CORPORATION COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES SERIES 1999-C2 ("Lender")**, whose address is c/o National Realty Funding L.C., 911 Main Street, Suite 1400, Kansas City, Missouri 64105, **NO APPLES I - KLAMATH FALLS, L.L.C.**, a Washington limited liability company ("**Original Borrower**"), whose address is 2810 Eastlake Avenue, Seattle, Washington, **FERRIS KLAMATH FALLS INVESTMENT PROPERTY, LLC**, an Oregon limited liability company ("**New Borrower**"), whose address is 54 Clinton Avenue, Rye, New York 10580, **JAMES B. ROSE AND MICHAEL J. SCHRECK** (collectively "**Original Guarantor**"), and **NEAL A. FERRIS AND SARAH FERRIS** (collectively "**New Guarantor**"), whose address is 54 Clinton Avenue, Rye, New York 10580.

**RECITALS:**

The following recitals are a material part of this Agreement.

*K 120-  
K 115-22*

A. Original Borrower borrowed from KeyBank National Association, a national banking association ("**KeyBank**"), the principal sum of \$952,000.00 (the "**Loan**") for the financing of certain property located in Klamath County, Oregon, which is legally described on **Exhibit A** attached hereto and by this reference made a part hereof (the real estate, together with all improvements thereon and personal property associated therewith, is hereinafter collectively called the "**Property**"). Lender is the owner and holder of all right, title and interest in the Loan and the Loan Documents (as hereinafter defined).

B. As security for the Loan, Original Borrower has executed and delivered to Lender a Deed of Trust and Security Agreement dated as of December 11, 1998, and recorded in the real estate records of Klamath County, Oregon, on December 11, 1998, in Volume M98, at Page 45316 ("**Security Instrument**"), an Assignment of Leases and Rents dated as of December 11, 1998, and recorded in the real estate records of Klamath County, Oregon, on December 11, 1998, in Volume M98, beginning at Page 45367 ("**Assignment of Rents**"), encumbering the Property. The Security Instrument, Assignment of Rents, the Promissory Note dated as of December 11, 1998, evidencing the Loan ("**Note**"), the Guaranty and Indemnity executed by Original Guarantor ("**Guaranty**"), Environmental Indemnity signed by Original Borrower and Original Guarantor ("**Environmental Indemnity**"), Replacement Reserve Escrow Agreement executed by Original Borrower and KeyBank and all other documents and instruments evidencing and/or securing the Note or now or hereafter executed by Original Borrower or others in connection with or related to the Loan, including any assignments of leases and rents, other assignments, security agreements, financing statements, guaranties, indemnity agreements, letters of credit, escrow agreements or escrow/holdback arrangements, together with all amendments, modifications, substitutions or replacements thereof, are sometimes herein collectively referred to as the "**Loan Documents**." The Loan Documents are hereby incorporated by this reference as if fully set forth in this Agreement.

C. Original Borrower desires to transfer all of its right, title and interest in and to the Property to Neal A. Ferris and Sarah Ferris pursuant to Section 8.4 of the Security Instrument. Neal A. Ferris and Sarah Ferris will contemporaneously transfer the Property to New Borrower. Original Borrower has requested that Lender consent to such transfer and permit New Borrower to assume the Loan. Lender hereby consents to such transfer to and assumption of the Loan by New Borrower upon the following terms and conditions.

#### Agreement

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assumption. New Borrower hereby assumes and agrees to perform all of the obligations of Original Borrower under the Note, Security Instrument, Assignment of Rents and other Loan Documents and agrees to be bound by each and every covenant, condition, agreement, representation, warranty, waiver, consent, acknowledgment and obligation of Original Borrower under the Loan Documents in all respects as if New Borrower itself had executed and delivered each and every Loan Document. New Borrower shall henceforth be deemed to be the "**Mortgagor**," "**Assignor**," "**Indemnitor**" and/or the "**Borrower**" under each of the Loan Documents. Without limiting the generality of the foregoing, New Borrower's assumption includes the assumption of all obligations, waivers and liabilities of Original Borrower set forth in the Note and Security Instrument, including, without limitation, the liabilities of Original Borrower under Section 12(b) of the Note. New Borrower hereby ratifies and reaffirms each grant, pledge, assignment, warrant and conveyance to Lender of, and New Borrower grants, pledges, assigns, warrants and conveys to Lender a lien on, pledge of, and security interest in the Property pursuant to the terms of the Security Instrument, including all hereafter acquired rights, interests and property, and all products and proceeds thereof and

additions and accessions thereto. Concurrently herewith, New Guarantor shall execute and deliver a guaranty in form and substance satisfactory to Lender in its sole and absolute discretion (the "**New Guaranty**") substituting the New Guarantor for the Guarantor in connection with the Loan and an Environmental Indemnity Agreement in form and substance satisfactory to Lender in its sole and absolute discretion (the "**New Environmental Indemnity**"), substituting the New Guarantor for the Environmental Indemnitor under the Indemnity. New Guarantor shall be considered the "key principal," "guarantor" "indemnitor" or "environmental indemnitor" as referred to, respectively, under each of the Loan Documents, and each of this Agreement, the New Guaranty and the New Environmental Indemnity shall be included in the definition of "**Loan Documents**" set forth above.

2. Consent. Effective upon satisfaction of the terms and conditions set forth in this Agreement, Lender hereby consents to the conveyance by Original Borrower of all of its interest in and to the Property to New Borrower and to the assumption by New Borrower of all of Original Borrower's obligations under the Loan Documents, all upon the terms and conditions set forth herein.

3. Release of Original Borrower. Effective upon the satisfaction of all terms and conditions set forth herein and the recordation of this Agreement, Original Borrower shall be released from liability under the Note and all Loan Documents as to acts or events or omissions occurring or obligations arising after the date of this Agreement; provided, however, such release does not apply to any acts or events or omissions which occurred prior to this Agreement, whether or not the effects of or damages of such acts or events or omissions are apparent or ascertainable as of the execution of this Agreement.

4. Release of Original Guarantor. Effective upon execution and delivery of the New Guaranty from New Guarantor and upon satisfaction of all terms and conditions set forth herein, Original Guarantor shall be released from liability under the Guaranty and Environmental Indemnity as to acts or events occurring or obligations arising after the date of this Agreement; provided, however, such release shall not apply to any acts or events or omissions which occurred prior to this Agreement, whether or not the effects of or damages from such acts or events or omissions are apparent or ascertainable as of the execution of this Agreement.

5. Ratification, Estoppel, Release, Etc.

(a) Except as expressly provided herein as may be necessary to implement the terms and provisions hereof, the Loan Documents shall remain unmodified and in full force and effect and are hereby ratified and reaffirmed by Original Borrower, Original Guarantor, New Guarantor and New Borrower. New Borrower, Original Borrower and Original Guarantor hereby ratify and reaffirm all warranties, representations and covenants made by Original Borrower and Original Guarantor in the Loan Documents.

(b) Lender, Original Borrower, Original Guarantor, New Guarantor and New Borrower acknowledge that as of the date hereof, the outstanding principal amount of \$942,992.63 is justly owing on account of the Note and all

interest and other sums due under the Note have been fully paid as of September 1, 1999.

(c) Original Borrower, Original Guarantor, New Guarantor and New Borrower, respectively, further represent and warrant that as of the date hereof there are no counterclaims, defenses or offsets of any nature whatsoever to any of Original Borrower's, Original Guarantor's, New Guarantor's or New Borrower's respective obligations under the Loan Documents, and that as of the date hereof no default has occurred and exists under any of the Loan Documents.

(d) Original Borrower, Original Guarantor, New Guarantor and New Borrower hereby ratify, affirm, reaffirm, acknowledge, confirm and agree that the Loan Documents represent the valid, enforceable and collectible obligations of Original Borrower, Original Guarantor, New Guarantor and New Borrower.

(e) Original Borrower, Original Guarantor, New Guarantor and New Borrower hereby release, acquit and forever discharge Lender and all of Lender's members, employees, agents, representatives, attorneys and any other person or entity acting for or on behalf of Lender, of and from any and all actions, causes of action, claims, debt, liabilities and obligations, whether fixed or contingent and whether now existing or hereafter arising, and relating, in any manner whatsoever, to this Agreement, the Note or any of the other Loan Documents, and Original Borrower, Original Guarantor, New Guarantor and New Borrower shall indemnify, defend and hold Lender harmless from and against any and all of the foregoing which may be asserted at any time against Lender, and any and all losses, liabilities, damages, expenses (including reasonable attorneys' fees and disbursements), that Lender suffers or incurs as a result of any of the foregoing. Original Borrower, Original Guarantor, New Guarantor and New Borrower hereby waive, discharge and release forever any and all existing claims, defenses and rights of set off that each may have against Lender or which might affect the enforceability by Lender of its rights and remedies under any of the Loan Documents. Original Borrower, Original Guarantor, New Guarantor and New Borrower acknowledge and agree that the waiver, discharge and release herein contained is a material inducement for Lender entering into this Agreement, and constitutes an essential part of the consideration bargained for and received by Lender under this Agreement. Notwithstanding anything herein to the contrary, it is acknowledged and agreed that the releases, indemnifications and waivers by Original Borrower, Original Guarantor, New Guarantor and New Borrower pursuant to this paragraph 5(e) shall not apply to any claims, damages, losses and liabilities arising as a result of Lender's gross negligence or willful misconduct after Lender has taken possession of the Property.

6. Legal Status and Authority. In addition to all representations and warranties in the Loan Documents, Original Borrower (and the undersigned representative of Original Borrower), Original Guarantor, New Guarantor and New Borrower represent and warrant that they each have full power, authority, legal right and capacity to execute, deliver and perform their respective obligations under this Agreement. Original Borrower and New Borrower (a) are

duly organized, validly existing and in good standing under the laws of their states of organization; and (b) are duly qualified to transact business and are in good standing in the State where the Property is located. Original Borrower hereby confirms and reaffirms each and every representation, warranty, covenant and condition of Original Borrower set forth in the Loan Documents as of the date hereof. New Borrower hereby confirms and reaffirms each and every covenant and condition of Original Borrower set forth in the Loan Documents as of the date hereof, and hereby confirms and reaffirms, to the best of its knowledge after due inquiry, each and every representation and warranty of Original Borrower set forth in the Loan Documents. New Borrower represents and warrants that this Agreement and, upon the recordation of this Agreement, the Loan Documents shall constitute the legal, valid and binding agreements of New Borrower, enforceable against New Borrower in accordance with their respective terms, and New Borrower has all necessary licenses, authorizations, registrations and/or approvals to enter into this Agreement and to own and lease the Property. New Borrower is not required to obtain the consent or approval of, give notice to, register with, or take any action in respect of or by, any federal, state or local governmental authority with respect to this Agreement or the assumption by New Borrower of the obligations under the Loan Documents.

7. Lien Priority. All of the Property described in the Security Instrument and the other Loan Documents shall remain in all respects subject to the lien, charge and encumbrance of the Security Instrument and other Loan Documents, and nothing herein contained and nothing done pursuant hereto shall affect, or be construed to affect the lien, charge or encumbrance of said Security Instrument, Assignment of Rents or other Loan Documents or the priority thereof over all liens, charges or encumbrances.

8. Further Documents, Etc. Original Borrower, Original Guarantor, New Guarantor and New Borrower hereby agree to execute and deliver to Lender any and all further documents and instruments required by Lender to effectuate the transaction contemplated by this Agreement, to create, perfect and/or modify the liens and security interests granted to Lender under the Loan Documents and/or to give effect to the terms and provisions hereof, including, without limitation, appropriate UCC financing statements. Without limiting the generality of the foregoing, Lender shall be furnished with certified copies of all documents relating to the organization and formation of New Borrower and of the entities, if any, which are partners of New Borrower, together with all appropriate documentation evidencing New Borrower's capacity and good standing, and the qualification of the signers to execute this Agreement, as well as legal opinions as may be required by Lender, all in form and substance satisfactory to Lender in its sole discretion.

9. Costs and Expenses. Original Borrower and/or New Borrower hereby agree to pay any and all costs and expenses, including but not limited to attorneys' fees and the premium for an endorsement to Lender's title insurance policy, incurred by Lender in connection with the negotiation, preparation, filing and/or recording of this Agreement and all other documents and instruments executed pursuant to this Agreement and/or to create, perfect or modify the liens, security interests, assignments and/or pledges contemplated hereunder. Additionally, Lender shall be paid an assumption fee of \$9,429.93 as contemplated by Section 8.4 of the Security Instrument concurrently with the transfer of the Property and the assumption of the Loan, which is one percent (1%) of the outstanding principal balance of the Note as of the date hereof. In addition to, and without limiting any other right of recovery under this Agreement: If Lender

shall take any action, judicial or otherwise, to enforce any provision of this Agreement or shall elect or be required to appear in any proceeding as provided herein (including, without limitation, in any proceeding before a US Bankruptcy Court), or shall take any action on New Borrower's behalf or in New Borrower's stead, New Borrower shall pay to Lender all expenses Lender may reasonably incur in taking such action, including, but not limited to, costs, disbursements, and attorney fees and if suit or action is brought, costs and disbursements, including the cost of expert witnesses testifying in depositions or at trial or other hearing, and attorney fees, incurred in the suit or action or on appeal.

10. Miscellaneous. This Agreement shall be binding upon the parties hereto and their respective heirs, successors and assigns. The parties hereto agree to execute such further instruments as may be necessary or appropriate to effectuate the transaction contemplated by this Agreement.

11. No Reliance. New Borrower acknowledges that in consummation of this Assumption, New Borrower has not relied on representations by Lender regarding the Property, the title thereto or any other matter.

12. Governing Law. This Agreement shall be governed by the law of the state where the real property collateral for the Loan is located without regard to the conflicts of law provisions thereof ("Governing State").

13. Venue. ORIGINAL BORROWER, ORIGINAL GUARANTOR, NEW GUARANTOR AND NEW BORROWER HEREBY CONSENT TO PERSONAL JURISDICTION IN THE GOVERNING STATE. JURISDICTION AND VENUE OF ANY ACTION BROUGHT TO ENFORCE THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR ANY ACTION RELATING TO THE LOAN OR THE RELATIONSHIPS CREATED BY OR UNDER THE LOAN DOCUMENTS ("ACTION") SHALL, AT THE ELECTION OF LENDER, BE IN (AND IF ANY ACTION IS ORIGINALLY BROUGHT IN ANOTHER VENUE, THE ACTION SHALL AT THE ELECTION OF LENDER BE TRANSFERRED TO) A STATE OR FEDERAL COURT OF APPROPRIATE JURISDICTION LOCATED IN THE GOVERNING STATE. ORIGINAL BORROWER, ORIGINAL GUARANTOR, NEW GUARANTOR AND NEW BORROWER HEREBY CONSENT AND SUBMIT TO THE PERSONAL JURISDICTION OF THE STATE COURTS OF THE GOVERNING STATE AND OF FEDERAL COURTS LOCATED IN THE GOVERNING STATE IN CONNECTION WITH ANY ACTION AND HEREBY WAIVE ANY AND ALL PERSONAL RIGHTS UNDER THE LAWS OF ANY OTHER STATE TO OBJECT TO JURISDICTION WITHIN SUCH STATE FOR PURPOSES OF ANY ACTION. Original Borrower, Original Guarantor, New Guarantor and New Borrower hereby waive and agree not to assert, as a defense to any Action or a motion to transfer venue of any Action (i) any claim that it is not subject to such jurisdiction; (ii) any claim that any Action may not be brought against it or is not maintainable in those courts or that this Agreement may not be enforced in or by those courts, or that it is exempt or immune from execution; (iii) that the Action is brought in an inconvenient forum; or (iv) that the venue for the Action is in any way improper.

14. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be

deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier shall be effective as delivery of a manually executed counterpart of this Agreement.

15. No Impairment. Nothing in this Agreement shall be deemed to or shall in any manner prejudice or impair any of the Loan Documents or any security granted or held by Lender for the Loan or the original priority of the Security Instrument or any of the other Loan Documents. This Agreement shall not be deemed to be nor shall it constitute, any alteration, waiver, annulment or variation of the lien and encumbrance of the Security Instrument or any of the other Loan Documents or the terms and conditions of or any rights, powers or remedies under such documents, except as expressly set forth herein.

16. Notice. Any notice required or permitted to be given hereunder must be in writing and given (a) by depositing same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested; (b) by delivering the same in person to such party; (c) by transmitting a facsimile copy to the correct facsimile phone number of the intended recipient; or (d) by depositing the same into the custody of a nationally recognized overnight delivery service addressed to the party to be notified. In the event of mailing, notices shall be deemed effective three (3) days after posting; in the event of overnight delivery, notices shall be deemed effective on the next business day following deposit with the delivery service; in the event of personal service or facsimile transmissions, notices shall be deemed effective when delivered. For purposes of notice, the address of the parties hereto shall be as follows:

To Lender: National Realty Funding, L.C.  
911 Main Street, Suite 1400  
Kansas City, Missouri 64105  
Fax: (816) 221-8848

With a copy to: Dan Flanagan, Esq.  
Polsinelli, White, Vardeman & Shalton, P.C.  
700 West 47<sup>th</sup> Street, Suite 1000  
Kansas City, Missouri 64112

To Original Borrower and/or Original Guarantors:

2810 Eastlake Avenue  
Seattle, Washington 98102

To New Borrower and/or New Guarantor:

Neal A. Ferris  
54 Clinton Avenue  
Rye, New York 10580  
Fax: (914) 921-9145

With a copy to: Patrick J. McNeil, Esq.  
McNeil, Silveira & Rice  
55 Professional Center Parkway  
San Rafael, California 94903  
Fax: (415) 472-1298

17. Waiver of Trial by Jury. ORIGINAL BORROWER, ORIGINAL GUARANTOR, NEW GUARANTOR, NEW BORROWER AND LENDER EACH HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT, THE SECURITY INSTRUMENT, THE NOTE OR THE OTHER LOAN DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY ORIGINAL BORROWER, ORIGINAL GUARANTOR, NEW GUARANTOR, NEW BORROWER AND LENDER, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH RIGHT TO TRIAL BY JURY WOULD OTHERWISE ACCRUE. ORIGINAL BORROWER, ORIGINAL GUARANTOR, NEW GUARANTOR, NEW BORROWER AND LENDER EACH ARE HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY EACH OTHER.

18. Release. Original Borrower, New Borrower, and New Guarantor acknowledge and agree that Lender, its agents and employees did not provide advice, guidance or representation in any form whatsoever with regard to the acquisition of the Property by Neal A. Ferris and Sarah Ferris and/or the conveyance of the Property to New Borrower. Original Borrower, New Borrower, and New Guarantor hereby release Lender from any and all claims, actions, liabilities or taxes which may result or arise from the acquisition of the Property by Neal A. Ferris and Sarah Ferris and/or the conveyance of the Property to New Borrower.

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43604 43139

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first above written.

**Lender:**

**THE CHASE MANHATTAN BANK, AS  
TRUSTEE FOR THE REGISTERED  
HOLDERS OF PRUDENTIAL SECURITIES  
SECURED FINANCING CORPORATION  
COMMERCIAL MORTGAGE PASS-  
THROUGH CERTIFICATES SERIES 1999-C2**

**By: National Realty Funding, L.C.  
as Authorized Agent**

**By:**

**Name:**

**Title:**

*Lisa S. McGLaston*  
**LISA S. McGLASTON**  
**VICE PRESIDENT**

43605

43140

Original Borrower:

NO APPLES I - KLAMATH FALLS, L.L.C.,  
a Washington limited liability company

By:

Name: James B. Rose

Michael J. Schreck, Jr.

Title: Manager

Manager

43606 43141

New Borrower:

**FERRIS KLAMATH FALLS INVESTMENT  
PROPERTY, LLC**, an Oregon limited liability  
company

By: Neil A. Ferris  
Name: Neil A. Ferris  
Title: Manager

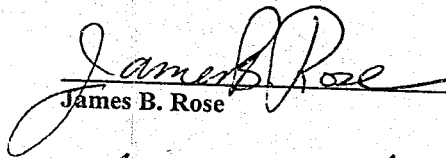
By: Sarah Ferris  
Name: SARAH FERRIS  
Title: Manager

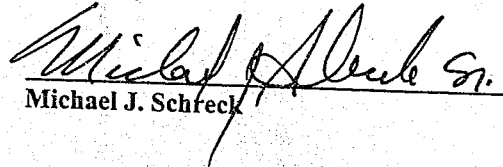
Tax ID No. \_\_\_\_\_

43667

43142

Original Guarantor:


  
James B. Rose

  
Michael J. Schreck

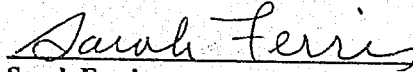
43608

43143

New Guarantor:



Neal A. Ferris



Sarah Ferris

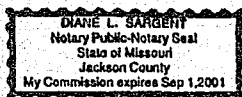
43609

43144

STATE OF MISSOURI )  
 ) ss  
COUNTY OF JACKSON )

On this 22<sup>nd</sup> day of October, 1999, before me, Diane L. Sargent, a Notary Public in and for said state, personally appeared Lisa McGlaston, who being by me duly sworn did say that he/she is the Vice President of National Realty Funding L.C., a Missouri limited liability company, Authorized Agent for The Chase Manhattan Bank, as Trustee for the Registered Holders of Prudential Securities Secured Financing Corporation Commercial Mortgage Pass-Through Certificates Series 1999-C2, and that the within instrument was signed and sealed in behalf of said limited liability company by authority of its members, and acknowledged said instrument to be the free act and deed of said limited liability company for the purposes therein stated.

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



Diane L. Sargent  
Notary Public in and for Said County and State

Diane L. Sargent  
(Type, print or stamp the Notary's name below  
his or her signature.)

My Commission Expires:

9-1-01

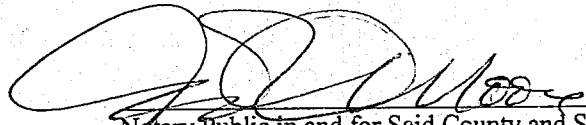
43610

43145

STATE OF Washington ) ss  
COUNTY OF King

On this 25<sup>th</sup> day of October, 1999, before me, TERI R. MOORE  
a Notary Public in and for said state, personally appeared Michael T. Schreyer, who being by  
me duly sworn did say that he/she is the Manager of No Apples I -  
Klamath Falls, L.L.C., a Washington limited liability company, and that the within instrument  
was signed and sealed on behalf of said limited liability company by authority of its members,  
and acknowledged said instrument to be the free act and deed of said limited liability company  
for the purposes therein stated.

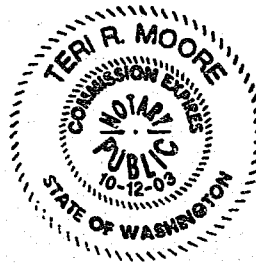
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the  
day and year last above written.

  
Notary Public in and for Said County and State

TERI R. MOORE  
(Type, print or stamp the Notary's name below  
his or her signature.)

My Commission Expires:

10/12/03



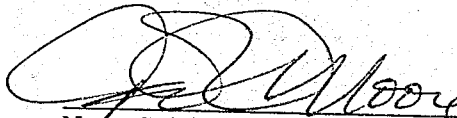
43611

43146

STATE OF Washington ) ss  
COUNTY OF King )

On this 25<sup>th</sup> day of October, 1999, before me, TERI R. MOORE, a Notary Public in and for said state, personally appeared James B. Rose, who being by me duly sworn did say that he/she is the Manager of No Apples I - Klamath Falls, L.L.C., a Washington limited liability company, and that the within instrument was signed and sealed on behalf of said limited liability company by authority of its members, and acknowledged said instrument to be the free act and deed of said limited liability company for the purposes therein stated.

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



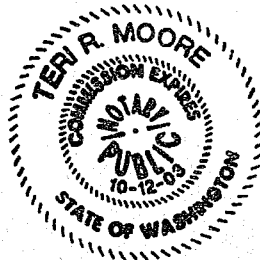
Notary Public in and for Said County and State

TERI R. MOORE

(Type, print or stamp the Notary's name below his or her signature.)

My Commission Expires:

10/12/03





STATE OF New York )  
 ) ss  
COUNTY OF Westchester

43612

On this 25<sup>th</sup> day of October, 1999, before me, Betty Jean Tighe, a Notary Public in and for said state, personally appeared Sarah E. Ferris, who being by me duly sworn did say that he/she is the Manager of Ferris Klamath Falls Investment Property, LLC, an Oregon limited liability company, and that the within instrument was signed and sealed in behalf of said limited liability company by authority of its members, and acknowledged said instrument to be the free act and deed of said limited liability company for the purposes therein stated.

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

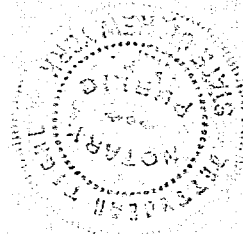
Betty Jean Tighe Westchester County  
New York State  
Notary Public in and for Said County and State

(Type, print or stamp the Notary's name below  
his or her signature.)

My Commission Expires:

January 28, 2001

BETTY JEAN TIGHE  
NOTARY PUBLIC, State of New York  
No. 4977257  
Qualified in Westchester County  
Commission Expires January 28, 2001



STATE OF New York )  
 ) ss  
COUNTY OF Westchester )

43613

On this 25<sup>th</sup> day of October, 1999, before me, Betty Jean Tighe  
a Notary Public in and for said state, personally appeared Neal A. Ferris, who being by  
me duly sworn did say that he/she is the Manager of Ferris Klamath  
Falls Investment Property, LLC, an Oregon limited liability company, and that the within  
instrument was signed and sealed in behalf of said limited liability company by authority of its  
members, and acknowledged said instrument to be the free act and deed of said limited liability  
company for the purposes therein stated.

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

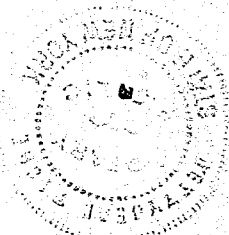
Betty Jean Tighe Westchester County  
New York State  
Notary Public in and for Said County and State

(Type, print or stamp the Notary's name below  
his or her signature.)

My Commission Expires:

January 28, 2001

BETTY JEAN TIGHE  
NOTARY PUBLIC, State of New York  
No. 4977257  
Qualified in Westchester County  
Commission Expires January 28, 2001



43614

43149

STATE OF Washington ) ssCOUNTY OF King )

On this 25<sup>th</sup> day of October, 1999, before me, TERI R. MOORE  
a Notary Public in and for said state, personally appeared James B. Rose, who being by me duly  
sworn did say that he is the same person who executed the foregoing instrument and declared  
that he did so as his voluntary act and deed.

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



Notary Public in and for Said County and State

TERI R. MOORE(Type, print or stamp the Notary's name below  
his or her signature.)

My Commission Expires:

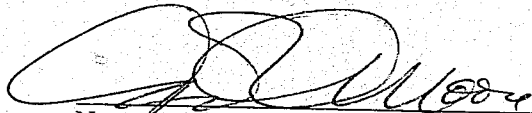
10/12/99

STATE OF Washington )  
COUNTY OF King ) ss

43615 43150

On this 26<sup>th</sup> day of October, 1999, before me, Teri R. Moore  
a Notary Public in and for said state, personally appeared Michael J. Schreck, who being by me  
duly sworn did say that he is the same person who executed the foregoing instrument and  
declared that he did so as his voluntary act and deed.

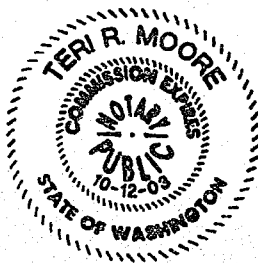
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the  
day and year last above written.

  
Notary Public in and for Said County and State

TERI R. MOORE  
(Type, print or stamp the Notary's name below  
his or her signature.)

My Commission Expires:

10/12/03



STATE OF New York )  
 ) ss  
COUNTY OF Westchester

43616 43151

On this 25<sup>th</sup> day of October, 1999, before me, Betty Jean Tighe,  
a Notary Public in and for said state, personally appeared Neal A. Ferris, who being by me duly  
sworn did say that he is the same person who executed the foregoing instrument and declared  
that he did so as his voluntary act and deed.

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

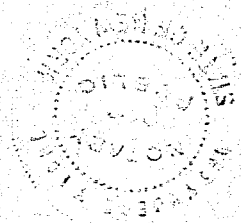
Betty Jean Tighe  
Notary Public in and for Said County and State

(Type, print or stamp the Notary's name below  
his or her signature.)

My Commission Expires:

January 28, 2001

BETTY JEAN TIGHE  
NOTARY PUBLIC, State of New York  
No. 4277257  
Qualified in Westchester County  
Commission Expires January 28, 2001



43617

43152

STATE OF New York )  
 ) ss  
COUNTY OF Westchester

On this 25<sup>th</sup> day of October, 1999, before me, Betty Jean Tighe,  
a Notary Public in and for said state, personally appeared Sarah Ferris, who being by me duly  
sworn did say that she is the same person who executed the foregoing instrument and declared  
that she did so as her voluntary act and deed.

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

Betty Jean Tighe  
Notary Public in and for Said County and State

(Type, print or stamp the Notary's name below  
his or her signature.)

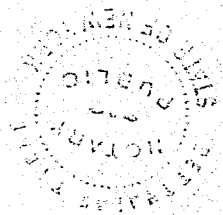
My Commission Expires:

January 28, 2001

BETTY JEAN TIGHE  
NOTARY PUBLIC, State of New York  
No. 4977257  
Qualified in Westchester County  
Commission Expires January 28, 2001

This Instrument Prepared By

David J. Zylstra  
POL SINELLI, WHITE, VARDEMAN & SHALTON  
700 West 47th Street, Suite 1000  
Kansas City, Missouri 64112  
(816) 753-1000  
FAX (816) 753-1536



43618 43153

**EXHIBIT A**

State of Oregon, County of Klamath  
Recorded 10/28/99, at 3:07 p.m.  
In Vol. M99 Page 43131  
**Linda Smith,**  
County Clerk Fee\$ 120<sup>00</sup>

State of Oregon, County of Klamath  
Recorded 11/01/99, at 3:07 p.m.  
In Vol. M99 Page 43596  
**Linda Smith,**  
County Clerk RR Fee\$ 115<sup>00</sup>