

State of Oregon, County of Klamath
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COMMERCIAL LEASE

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LEASE**PREAMBLE-PARTIES AND LEASING**

MAH MANAGEMENT, L.L.C. An Oregon Limited Liability Company, [hereinafter referred to as ("Lessors")] hereby lease to Johnny Wing Chan & Jenny Fang Chan, [hereinafter referred to as ("Lessee")], those certain premises, herein called "said premises", in the City of Klamath Falls County of Klamath, State of Oregon, commonly known as KING WAH RESTAURANT & LOUNGE, 2765 Pershing Way, Klamath Falls, Klamath County, Oregon (said premises may be more fully described in Exhibit "A" hereto, incorporated herein) and together with that certain personal property, if any, described in Exhibit "B" hereto, on the following terms and conditions:

ARTICLE 1. TERM OF LEASE**Original Term**

Section 1.01 — This Lease shall be for a term of ten (10) years commencing on and effective at 12:01 a.m. on August 1, 2002, and ending at 12:01 a.m. on July 31, 2012, unless sooner terminated as herein provided. Lessee have 1st option to buy and the option to renew at the end of the term.

ARTICLE 2. RENT**Rent**

Section 2.01 - Lessee shall pay rent to Lessors commencing August 1, 2002, and payable on the 1st day of each month thereafter during the term of the Lease pursuant to the schedule below. A late charge of five percent (5.0%) of the monthly rent shall be due Lessors for any rent payment not paid in full within seven (7) days of the due date.

First - Fifth Year: \$5000.00 per month.

Sixth - Tenth Year: \$5550.00 per month

ARTICLES. USE OF PREMISES**Permitted**

Section 3.01 - Said premises shall, during the term of this Lease and any extensions thereof, be used for the purpose of operating and conducting thereon a restaurant and a lounge business and for uses normally incident to such purpose. If other use is made of the premises, or, if any use is made which is prohibited by law or governmental regulations then, and in either case, this lease shall terminate, provided, however, that the lessor shall give lessees written notice of the claimed breach of the lease and in that event, the lessees shall have ten (10) days within which to cure such breach in which case this lease shall be reinstated.

Insurance Hazards

Section 3.02 — Lessee shall not commit or permit the commission of any acts on said premises nor use or permit the use of said premises in any manner that will increase the existing rates for or cause the cancellation of any fire, liability, or other insurance policy insuring said premises or the improvements on said premises. Lessee shall, at its own cost and expense, comply with any and all requirements of Lessors' insurance carriers necessary for the continued maintenance at reasonable rates of fire and liability insurance policies on said premises and the improvements on said premises.

Waste or Nuisance

Section 3.03 — Lessee shall not commit or permit the commission by others of any waste on said premises; Lessee shall not maintain, commit, or permit the maintenance or commission of any nuisance on said premises; and Lessee shall not use or permit the use of said premises for any unlawful purpose.

Compliance with Law

Section 3.04 — Lessee shall at Lessee's own cost and expense comply with all statutes, ordinances, regulations, and requirements of all governmental entities, both federal and state and county or municipal, relating to Lessee's use and occupancy of said premises whether such statutes, ordinances, regulations, and requirements be now in force or hereinafter enacted. The judgment of any court of competent jurisdiction, or the admission by Lessee in a proceeding brought against Lessee by any government entity, that Lessee has violated any such statute, ordinance, regulation, or requirement shall be conclusive as between Lessors and Lessee and shall be grounds for termination of this Lease by Lessors.

ARTICLE 4. TAXES AND UTILITIES Payment of**Utility Charges**

Section 4.01 - Lessee shall pay, and hold Lessors and the property of Lessors free and harmless from all charges for the furnishing of gas, water, electricity, telephone service, snow removal, vacuuming the parking lot, sign lease and maintenance and other public utilities to said premises during the term of this Lease or any extension thereof and for the removal of garbage and rubbish from said premises during the term of this Lease or any extensions thereof.

Personal Property Taxes

Section 4.02 — LESSEE shall pay before they become delinquent all taxes, assessments, or other charges levied or imposed by any governmental entity on the furniture, trade fixtures, appliances, and other personal property placed by Lessee in, on, or about said premises.

Real Property Taxes

Section 4.03 — All real property taxes and assessments levied or assessed against said premises by any governmental entity, including any special assessments imposed on or against said premises for the construction or improvement of public works in, on, or about said premises, shall be paid, before they become delinquent, by LESSEE.

ARTICLE 5. ALTERATIONS AND REPAIRS**Condition of Premises**

Section 5.01 — Lessee accepts said premises, as well as the improvements thereon and the facilities appurtenant thereto, in their present condition and stipulates with Lessors that said premises as well as the improvements thereon and the facilities appurtenant thereto are in good, clean, safe and tenantable condition as of that date of this Lease. Lessee further agrees with and represent to Lessors that said premises have been inspected by Lessee and that it has been assured by means independent of Lessors or any agent of Lessors of the truth of all facts material to this Lease and that said premises are being leased by Lessee as a result of its inspection and investigation and not as a result of any representations made by Lessors or any agent of Lessors.

Prior to lessee's occupancy of the leased premises or thereafter, lessor agree to replace, fix or repair the following items: 1) two ice bins and water dispenser in the waitress station. 2) guarantee the following items in good working order within 30 days from taking possession of the leased premises in the restaurant section only: Heating & Cooling system, Ice machine, Walk-in refrigerator, Walk-in freezer, 2 small salad bar refrigerators & 1 reach-in refrigerator in the kitchen, 1 salad bar refrigerator in the waitress station.

Maintenance by Lessors

Section 5.02 — Lessors shall, at their own cost and expense, maintain in good condition and repair the exterior roof, exterior walls except window glass, structural supports, and the foundation of said premises; provided, however, that Lessors shall not be liable for any damages to Lessee or the property of Lessee resulting from Lessors' failure to make any repairs required by this section unless written notice of the need for such repairs as been give to Lessors by Lessee and Lessors has failed for a period of 15 days after receipt of the notice, unless prevented by caused not the fault of the Lessors, to make the needed repairs; provided, further, that Lessors shall promptly be reimbursed by Lessee for the full cost of any repairs made pursuant to this section required because of the negligence or other fault, other than normal and proper use, of Lessee or his employees or agents or sub-lessee, if any.

Maintenance by Lessee

Section 5.03 — Except as otherwise expressly provided in Section 5.02 of this Lease, Lessee shall at its own cost and expense keep and maintain all portions of said premises as well as all equipment including but not limit to cooling & heating system and improvements on said premises and all facilities appurtenant to said premises, including sidewalks, entrance and parking area, in good order and repair and in as safe and clean a condition as they were when received by Lessee from Lessors, reasonable wear and tear expected.

Maintenance of Window Glass

Section 5.04 — Lessees shall, at his own cost and expense, repair and replace any glass in any window on said premises that becomes broken regardless of cause.

Alterations and Liens

Section 5.05 — Lessee shall not make or permit any other person to make any alterations to said premises or to any improvement thereon or facility appurtenant thereto without the consent of Lessors. Lessee shall keep the premises free and clear from any and all liens, claims and demands for work performed, materials furnished, or operations conducted on said premises at the instance or request of Lessees. Furthermore, any and all alterations, additions, improvements and fixtures, except furniture and trade fixtures, made or placed in or on said premises by Lessee or any other person shall on expiration or

sooner termination of this Lease become the property of Lessors and remain on said premises; provided, however, that Lessors shall have the option on expiration or sooner termination of this Lease of requiring Lessee, at Lessee's sole cost and expense, to remove any or all such alterations, additions, improvements, or fixtures from said premises.

Inspection by Lessors

Section 5.06 — Lessee shall permit Lessors or Lessors' agents, representatives, or employees to enter said premises at all reasonable times upon reasonable advance notice for the purpose of inspecting said premises to determine whether Lessee is complying with the terms of this Lease and for the purpose of doing other lawful acts that may be necessary to protect Lessors' interest in said premises under this Lease or to perform Lessors' duties under this Lease.

Surrender of Premises

Section 5.07 — On expiration or sooner termination of this Lease, or any extensions or renewals of this Lease, Lessee shall promptly surrender and deliver said premises to Lessors in as good condition as they are now at the date of this Lease, reasonable wear and tear and repairs herein required to be made by Lessors excepted.

ARTICLE 6. INDEMNITY AND INSURANCE Hold Harmless Clause

Section 6.01 — Lessee agrees to indemnify and hold Lessors and the property of Lessors, including said premises, free and harmless from any and all claims, liability, loss, damage, or expenses resulting from Lessee's occupation and use of said premises, specifically including, without limitation, any claim, liability, loss, or damage arising by reason of:

- (a) The death or injury of any person or persons, including Lessee or any person who is an employee or agent of Lessee, or by reason for the damage to or destruction of any property, including property owned by Lessee or any person who is an employee or agent of Lessee, and caused or allegedly caused by either the condition of said premises, or some act or omission of Lessee or of some agent, contractor, employee, servant, sublessee, or concessionaire of Lessee on said premises;

(b) Any work performed on said premises or materials furnished to said premises at the instance or request of Lessee or any agent or employee of Lessee; and

(c) Lessee's failure to perform any provision of this Lease or to comply with any requirement of law or any requirement imposed on Lessors or the leased premises by any duly authorized governmental agency or political subdivision.

Liability Insurance

Section 6.02 - Lessee shall at Lessee's cost and expense, secure within 10 days and maintain during the entire term of this Lease and any renewal or extensions of such term a broad form comprehensive coverage policy of public liability insurance issued by an insurance company acceptable to Lessors and insuring Lessors against loss or liability caused by or connected with Lessees' occupation and use of said premises under this Lease in amounts not less than:

(a) \$300,000.00 for injury to or death of one person and, subject to such limitation for the injury or death of one person, of not less than \$500,000.00 for injury to or death of two or more persons as a result of any one accident on incident; and

(b) \$50,000.00 for damage to or destruction of any property of others.

(c) Workmen's Compensation from the State of Oregon Industrial Accident Commission or from a responsible private carrier. Private insurance shall provide the schedule of employee benefits required by law and shall provide employer's liability coverage with limits of at least \$250,000.00 for injury to one person and \$300,000.00 for injury to two or more persons in one occurrence.

(d) Liquor liability insurance in the minimum amount available to lessees up to \$200,000.00 per person and \$1,000,000.00 overall coverage.

(e) Certificates evidencing of all the insurance mentioned above and bearing endorsements requiring ten (10) days written notice to lessor prior to any change or cancellation shall be furnished to lessor prior to lessees occupancy of the property.

Fire Insurance

Section 6.03 — Lessee agrees that at all times during the term of this Lease and any extension thereof, Lessee shall maintain in force, a property damage insurance policy or policies providing coverage on Lessee's personal property and fixtures located on the premises, in an amount equal to not less than the full replacement value thereof. And the fire insurance for the building at replacement cost.

ARTICLE 7. SIGNS AND TRADE FIXTURES

Installation and Removal of Trade Fixtures

Section 7.01 - Lessee shall have the right at any time and from time to time during the term of this Lease and any renewal or extension of such term, at Lessee's sole cost and expense, to install and affix in, to, or on said premises such items, herein called "trade fixtures," for use in Lessee's trade or business as Lessees may, in Lessee's sole discretion, deem advisable. Any and all such trade fixtures that can be removed without structural damage to said premises or any building or improvements on said premises or any building or shall, subject to Section 7.02 of this lease, remain the property of the lessee and may be removed by Lessee at any time or times prior to expiration or sooner by termination of this Lease.

Trade Fixtures as Security for Lease

Section 7.02 — As security for the faithful performance of all the terms, conditions, and covenants of this Lease to be performed by Lessee, Lessee hereby grants to Lessors a security interest in all trade fixtures and equipment owned by Lessee and now or hereafter placed on said premises by Lessee. Any right or rights or removal of trade fixtures given Lessees by the provisions of Section 7.01 of this Lease shall be exercisable only if, at the time of the removal, Lessees are not in default in performance of this Lease. Lessee may, however, at any time it is not in default in performance of this Lease, trade in or replace any trade fixture free of the security interest created by this section and this security interest will then attach to the item that replaced such trade fixture. On default in performance of any obligation of this Lease to be performed by Lessee, Lessors shall immediately have as to the trade fixtures the remedies provided to a secured party under the *Uniform Commercial Code of Oregon*.

Unremoved Trade Fixtures

Section 7.03 -- Any trade fixtures described in this Article that are not removed from said premises by Lessee within 30 days after the expiration or sooner termination, regardless of cause, of this Lease shall be deemed abandoned by Lessee and shall automatically become the property of Lessors as owner of the real property to which they are affixed and not simply because of the lien described in Section 7.02 of this Lease.

Signs

Section 7.04 — Lessee shall not place and maintain, nor permit any other person to place or maintain, on or in any exterior door, wall, or window of said premises any sign, awning, canopy, marquee, or other advertising without the consent and approval of Lessors. Should Lessors consent to any such sign, awning, canopy, marquee, decoration, or advertising matter, Lessee shall maintain it at all times during this Lease in good appearance and repair. On expiration or sooner termination of this Lease, any of the items mentioned in this section not removed from said premises by Lessee on such expiration or termination of this Lease may, without damage or liability, be destroyed by Lessors.

ARTICLE 8. DEFAULT, ASSIGNMENT, AND TERMINATION**Subleasing or Assigning as Breach**

Section 8.01 -- Lessee shall not encumber, assign, or otherwise transfer this Lease, any right or interest in this Lease, or any right or interest in said premises or any of the improvements that may now or hereafter be constructed or installed on said premises without the express written consent of Lessors first had and obtained. Neither shall Lessee sublet said premises or any part thereof or allow any other person, other than Lessee's agents, servants, and employees, to occupy said premises or any part thereof without the prior written consent of Lessors. Any encumbrance, assignment, transfer, or subletting without the prior written consent of Lessors, whether it be voluntary or involuntary, by operation of law or otherwise, is void and shall, at the option of Lessors, terminate this Lease. The consent of Lessors to any assignment of Lessee's interest in this Lease or the subletting by Lessee of said premises or parts of said premises shall not be unreasonably withheld.

Abandonment by Lessee

Section 8.02 — Should Lessee breach this Lease and abandon said premises prior to the natural expiration of the term of this Lease, Lessors may:

- (a) Continue this Lease in effect by not terminating Lessee's right to possession of said premises, in which event Lessor shall be entitled to enforce his rights and remedies under this Lease, including the right to recover the rent specified in this Lease at it becomes due under this Lease; or
- (b) Terminate this Lease and recover from Lessee:
 - 1) The worth at the time of award of the unpaid rent which had been earned at the time of termination of the Lease;
 - 2) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination of the Lease until the time of award excess the amount of rental loss that Lessee provides could have been reasonably avoided:

3) The worth at the time of award of the amount by which the unpaid rent for the balance of the term of this Lease after the time of award exceeds the amount of rental loss that Lessee proves could be reasonable avoided; and

4) Any other amount necessary to compensate Lessors for all detriment proximately caused by Lessee's failure to perform those obligations under this Lease.

Default by Lessee

Section 8.03 -- Should Lessee default in the performance of any of the covenants, conditions, or agreements contained in this Lease, Lessee shall have breached the Lease and Lessors may, in addition to the remedy specified in the subparagraph (b) of Section 9.02 of this Lease, re-enter and regain possession of said premises in the manner provided by the laws of unlawful detainer of the State of Oregon then in effect.

Cumulative Remedies

Section 8.04 — The remedies given to Lessors in this Article shall not be exclusive but shall be cumulative and in addition to all remedies now or hereafter allowed by law or elsewhere provided in this Lease.

Waiver of Breach

Section 8.05 — The waiver by Lessors of any breach by Lessee of any of the provisions of this Lease shall not constitute a continuing waiver or a waiver of any subsequent breach by Lessee either of the same or another provision of this Lease.

ARTICLE 9. DESTRUCTION AND CONDEMNATION

Parcel Destruction

Section 9.01 - Should said premises or the building on said premises be partially destroyed by any cause not the fault of Lessee or any person in or about said premises with the consent, express or implied, of Lessees, this Lease shall continue in full force and effect and Lessors, at Lessors' own cost and expense, shall promptly commence the work of repairing and restoring said premises to their prior condition providing such work can be accomplished under all applicable governmental laws and regulations within 60 working days at a cost not exceeding fifty percent (50%) of the total replacement cost of said premises.

Total Destruction

Section 9.02 - Should said premises or the building on said premises be so far destroyed by any cause not the fault of Lessee or any person in or about said premises with the consent, express or implied, of Lessee that they cannot be repaired or restored to their former condition within 60 working days or at a cost not exceeding fifty percent (50%) of the total replacement cost of said premises. Lessors may at Lessors' option either:

- (a) Continue this Lease in full force and effect by repairing and restoring, at Lessors' own cost and expense, said premises to their former condition; or
- (b) Terminate this Lease by giving Lessee written notice of such termination.

Insurance Proceeds

Section 9.03 - Any insurance proceeds received by Lessors because of the total or partial destruction of said premises or the building on said premises shall be the sole property of lessors, free from any claims of Lessee, and may be used by Lessors for whatever purpose Lessors may desire provided, however, that Lessee shall be entitled to recover seventy-five percent (75%) of the amount of any insurance proceeds attributable to increased value of the improvements resulting from modifications or additions made by Lessee.

Abatement of Rent

Section 9.04 - Should Lessors elect under Section 9.02 of this Lease or be required under Section 9.01 of this Lease to repair and restore said premises to their former condition following partial or full destruction of said premises or the building on said premises:

- (a) Lessee shall not be entitled to any damages for any loss or inconvenience sustained by Lessee by reason of the making of such repairs and restoration;
- (b) Lessors shall have full right to enter said premises and take possession of so much of said premises, including the whole of said premises, as may be reasonably

necessary to enable Lessors promptly and efficiently to carry out the work of repair and restoration; and

- (c) The rent by Lessee to Lessors pursuant to Section 2.01 of this Lease shall be abated to the extent and for the time Lessee are prevented from using the whole of said premises.

ARTICLE 10. MISCELLANEOUS

Force Majeure —Unavoidable Delays

Section 10.01 — Should the performance of any act required by this Lease to be performed by either Lessors or Lessee be prevented or delayed by reason of an act of God, strike, lockout, labor troubles, inability to secure materials, restrictive government laws or regulations, or any other cause except financial inability not the fault of the party required to perform the act, the time for performance of the action will be extended for a period equivalent to the period of delay and performance of the act during the period of delay will be excused; provided, however, that nothing contained in this section shall excuse the prompt payment of rent by Lessee as required by this lease or the performance of any act rendered difficult solely because of the financial condition on the part, Lessors or Lessee, required to perform the act.

Attorney's Fees

Section 10.02 — Should any litigation be commenced between the parties to this Lease concerning said premises, this Lease, or the rights and duties of either in relation thereto, the party. Lessors or Lessee, prevailing in such litigation shall be entitled, in addition to such other relief and may be granted in the litigation, to a reasonable sum as and for its attorney's fees in such litigation which shall be determined by the court in such litigation or in a separate action brought for that purpose.

Notices

Section 10.03 -- Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease or by law to be served on or given to either party hereto by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom they are directed, or in lieu of such personal service when deposited in the United States mail, first class postage prepaid, to the address herein provided. Either party,

Lessee or Lessors, may change its address for the purpose of this section by giving written notice of such change to the other party in the manner provided in this section.

Binding on Heirs and Success

Section 10.04 — This Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto. Lessors and Lessee, but nothing in this section continued shall be construed as a consent by Lessors to any assignment of this Lease or any interest therein by Lessee except as provided in Article 8 of this Lease.

Partial Invalidity

Section 10.05 - Should any provision of this Lease be held by a court of competent jurisdiction to be either invalid, void, or unenforceable, the remaining provisions of this Lease shall remain in full force and effect unimpaired by the holding.

Sole and Only Agreement

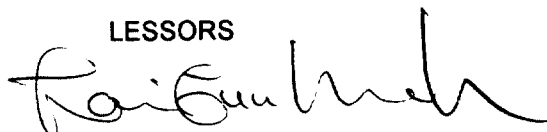
Section 10.06 — This instrument constitutes the sole and only agreement between Lessors and Lessee respecting said premises, the leasing of said premises to Lessee, or the Lease term herein specified, and correctly sets forth the obligations of Lessors and Lessee to each other as its date. Any agreements or representations respecting said premises or their leasing by Lessors to Lessee not expressly set forth in this instrument are null and void.

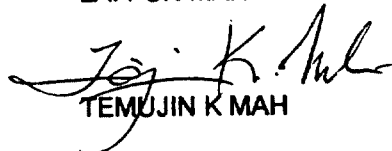
Time of Essence

Section 10.07 — Time is expressly declared to be the essence of this Lease.

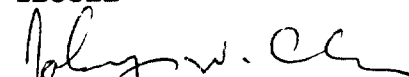
Executed on this _____ day of _____, at Klamath Falls, Klamath County, Oregon.

LESSORS


LAI FUN MAH


TEMUJIN K MAH

LESSEE


JOHNNY WING CHAN



JENNY FANG CHAN

Exhibit A

Restaurant Equipment

- 28 Booths
- 18 Tables
- 57 Chairs
 - 1 Walk-in Freezer
 - 1 Walk-in Refrigerator
- 4 Refrigerators
- 5 Work Tables
- 1 Cash Register
- 1 20 Quart Food Mixer
- 1 12" Food Slicer
- 1 Food Tenderizer
- 1 Ice-Machine
 - Exhaust System with three hoods
 - Fire Extinguishing Equipment
- 3 Fire Extinguishers
 - Bean Sprout System
 - Sound System
 - Gas Broiler
 - Deep Fryer
- 2 Gas Ranges
 - BBQ Oven
 - Chinese Range with 6 Openings
 - Steam Table
 - Dish Wash Setup
- 6 Sinks
- 8 Chinese Pictures
- 16 Lamps
 - Heat Lamps
 - Chopping Table
- 2 Steel Tables
- 6 Stock Pots
- 130 Pans and Inserts
 - Dish and Silverware setup for 200 persons
 - Waitperson calling system
 - Carpet
 - Curtains for Windows

Bar Equipment

- 16 Copper Top Tables
- 8 Blk Top Tables
- 5 Wood Top Tables
- 20 Red Chairs
- 115 Orange Chairs
 - 1 Ice Machine
 - 1 Dishwasher
 - 3 Fire Extinguishers
 - 3 Smoke Detectors
 - 1 35" TV Set
 - 1 Beer Cooler
 - 2 Irish Coffee Glasses
 - 26 Martini Glasses
 - 24 Whiskey Sour Glasses
 - 12 Margarita Glasses
 - 65 Sherry Glasses
 - 72 Beer Glasses
 - 4 Carafes
 - 34 Pitchers
 - 1 Wall Safe
 - 3 Telephones
 - 1 Desk
 - 1 Armchair
 - 1 Vacuum Cleaner

J. C.

J. C.

J. C.

41600

Exhibit B

"NONE"

Ther
J. M.
g. c
J. ch

41601

Exhibit C

"NONE"

Sh

John

J. L

J. cl

41602

LEGAL DESCRIPTION

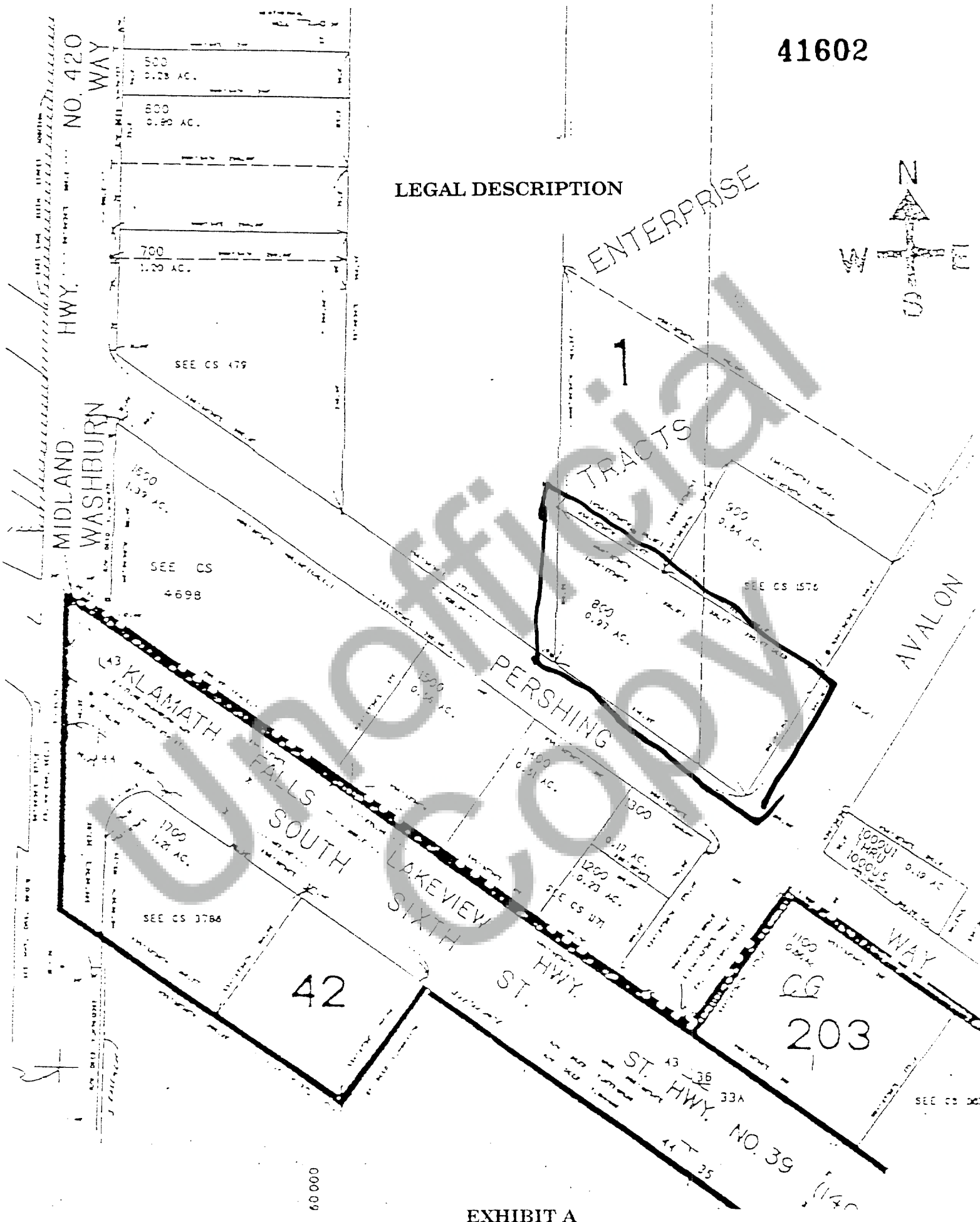
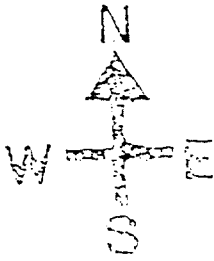


EXHIBIT A

EXHIBIT "A"
LEGAL DESCRIPTION

A portion of Tracts 36 and 43 ENTERPRISE TRACTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, more particularly described as follows:

Beginning at an iron pin which is at the intersection of the Northeasterly boundary of a parcel of land used for road purposes and known as Pershing Way with the Northwesterly boundary of a parcel of land deeded for road purposes and known as Avalon Street and described as Parcel 1 in Deed Volume 229, page 300, Deed Records of Klamath County, Oregon, said point of beginning being South 0 degrees 00 1/2' East 542.44 feet and thence South 55 degrees 50 1/2' East 861.61 feet from the Northwest corner of said Section 3, and which point of beginning is 310 feet measured at right angles from the center line of South Sixth Street; thence North 55 degrees 50 1/2' West along the Northeasterly boundary of Pershing Way 245.22 feet to an iron pin on the Southeasterly corner of that tract of land described in Deed Volume 309 at page 66, Deed Records of Klamath County, Oregon; thence North 0 degrees 00 1/2' West along the Easterly line of said tract of land 168.55 feet to an iron pin; thence South 59 degrees 21 1/2' East at right angles to Avalon Street 330.67 feet to an iron pin on the Northwesterly boundary of Avalon Street; thence South 30 degrees 38 1/2' West along the Northwesterly boundary of Avalon Street 160.04 feet, more or less to the point of beginning.