

APN: R277925; R280190  
Recording Requested by:  
Smile4u, Inc  
PO Box 888  
Lynden, WA 98264  
Mail Tax Statements to above

## STATUTORY WARRANTY DEED

For and in consideration paid, the undersigned, **The Kapu Aina Trust**, hereinafter referred to as Grantor, hereby conveys all rights and warrants the title in the following described real estate to **Smile4u, Inc., a Washington Corporation**, hereinafter referred to as Grantee, legally described as:

✓ **LEGAL DESCRIPTION: Lot 2, Block 27, Oregon Pines; Lot 2, Block 44, Oregon Pines**

Situate in the County of **Klamath** in the state of **Oregon**

The Grantee accepts the real estate in "as is" condition and where presently located including any improvements, structures, easements, or encumbrances. The Grantor makes no representation about the suitability of the real estate for a particular purpose or the conditions therein. The Grantee has had an opportunity for due diligence and is purchasing this property based on Grantee's judgment and inquiry.

If a court of competent jurisdiction finds any provision, clause, or section of this document to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision, clause, or section illegal, invalid, or unenforceable as to any other circumstance. If feasible the offending provision, clause, or section shall be considered modified so that it shall become legal, valid, and enforceable. If the offending provision, clause, or section cannot be so modified, it shall be considered deleted from this document. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision, clause, or section of this document shall not affect the legality, validity, or enforceability of any other provision, clause, or section of this document.

This executory contract represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the Parties. There are no unwritten oral agreements between the Parties.

### JURISDICTION AND VENUE

If litigation is necessary to enforce this agreement, the jurisdiction shall be a court of proper jurisdiction in Whatcom County pursuant to the laws of Washington in force on the date of signing. The prevailing party shall be entitled to all legal costs, including but not limited to; court costs, attorney's fees, service fees, filing fees and all other costs associated with litigation.

### APPLICABLE LAW

This Agreement and the rights and obligations of the parties hereunder shall be governed by and interpreted, construed and enforced in accordance with the laws of the State of Washington (regardless of the choice of law principles of Washington or of any other jurisdiction).

Dated this 1 day of Aug 2005  
X Timothy J. Nelson GM of The Kapu Aina Trust  
Timothy J. Nelson, General Manager of The Kapu Aina Trust

STATE OF MONTANA

} ss.

(INDIVIDUAL ACKNOWLEDGEMENT)

County of LEWIS & CLARK

I certify that I know or have satisfactory evidence that TIMOTHY JOHN NELSON is the person who appeared before me, and said person acknowledged that HE signed this instrument and acknowledged it to be THE free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 1<sup>ST</sup> day of AUGUST, 2005.

Donna J. Nesbo  
Notary Signature

Print Name DONNA J. NESBO  
Notary Public in and for the State of Montana  
My appointment expires: October 2, 2008