

2007-021162

Klamath County, Oregon



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12/19/2007 01:39:51 PM

Fee: \$106.00

MT081017

After Recording Return To:

Precision Title Agency, Inc.
13967 Cedar Road, Suite 205
Cleveland, Ohio 44118

1. Name(s) of the Transaction(s):

Assignment of Leases and Rents

2. Direct Party (Grantor):

West One Automotive Group, Inc.

3. Indirect Party (Grantee):

KeyBank National Association

4. True and Actual Consideration Paid:

\$9,485,000.00

5. Legal Description:

See attached

RECORDING COVER SHEET

THIS COVER SHEET HAS BEEN PREPARED BY THE
PERSON PRESENTING THE ATTACHED INSTRUMENT
FOR RECORDING. ANY ERRORS IN THIS COVER SHEET
DO NOT AFFECT THE TRANSACTION(S) CONTAINED
IN THE INSTRUMENT ITSELF.

106 AMT

MASTER ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT ("Assignment") is made as of the 1st day of December, 2007, by **WEST ONE AUTOMOTIVE GROUP, INC.** with a mailing address of 2520 West Court Street, Pasco, Washington 99301 (hereinafter referred to as "Assignor"), in favor of **KEYBANK NATIONAL ASSOCIATION**, a national banking association having a place of business at 4900 Tiedeman Road, 4th Floor, Brooklyn, Ohio 44144 ("Bank").

WHEREAS, Assignor and Bank have executed a Loan Agreement dated November 1, 2007 (the "Loan Agreement") wherein Bank has agreed to loan to Assignor the principal amount aggregating \$9,485,000.00 which amount will be used by Assignor for the purposes described therein;

WHEREAS, to evidence the loan to be made by Bank to Assignor under the Loan Agreement, Assignor has executed and delivered to Bank a Master Promissory Note dated November 1, 2007 herewith in the principal amount of \$9,485,000.00 (the "Note"); and

WHEREAS, to secure payment of the Note, Assignor has executed and delivered to Bank a certain Deed of Trust of even date covering land described in the Loan Agreement and situated at (i) 3976 Crater Lake Highway, Medford, Oregon; (ii) Lots 7, 8, and 9 in the Pilot Butte Business Park (535 N E Savannah, Bend, Oregon; (iii) 1930 South 6th Street, Klamath Falls, Oregon; (iv) Excess Land on South 6th Street, Klamath Falls, Oregon; (v) 2520 West Court Street, Pasco, Washington. The term Mortgaged Property shall also include all subsequent real estate acquisitions funded with the Credit Advances evidenced by the Loan Agreement; and

WHEREAS, Bank, as a condition to making the loan evidenced by the Loan Agreement and the Note, has required the execution of this Assignment and by making such loan evidences its consent to this Assignment to the same extent as if Bank executed this Assignment;

NOW THEREFORE, in consideration of the premises, and in further consideration of the sum of TEN DOLLARS (\$10.00) paid by Bank to Assignor, the receipt of which is hereby acknowledged, Assignor does hereby agree as follows:

1. Assignment of Collateral:

(a) Assignor does hereby grant, transfer, assign and deliver to Bank presently, absolutely, and unconditionally all of Assignor's right, title and interest in and to the following "Collateral"

(i) all rights and benefits of whatsoever nature derived or to be derived by Assignor under and by virtue of the Lessor's interest, whether now owned or hereinafter acquired in all leases, subleases, licenses, concessions, tenancies, and all other agreements for the purchase, use, occupancy, or possession of all or any part of the Mortgaged Property, together with any and all security deposits, down payments, escrow account deposits, and the like, made thereunder, all extensions, amendments,

modifications, renewals and replacements of any thereof, and any guaranties of the lessees', sublessees', licensees', concessionaires', tenants', occupants', users', or purchasers' (hereinafter collectively called the "Lessees") obligations under any thereof (said leases, subleases, licenses, concessions, tenancies and other agreements for purchase, use, occupancy, or possession of the Mortgaged Property, now existing and hereafter executed, together with all such extensions, amendments, modifications, renewals, replacements and guaranties, being hereinafter collectively referred to as the "Leases", and individually referred to as a "Lease");

(ii) all of the rents, income, revenues, royalties, issues, profits, proceeds, insurance proceeds, condemnation awards, and any other benefits at any time occurring now or hereafter accruing or owing from the Leases, or the Agreements (as hereinafter defined), or otherwise derived from the Mortgaged Property including, without limitation, all amounts payable by any party thereto on account of maintenance, repairs, taxes, insurance, and common area or other charges, and all amounts paid in cancellation of Leases or Agreements (hereinafter collectively referred to as the "Rentals"), whether accruing before or after foreclosure of the Mortgage or during any appeal or redemption period after final judgment upon such foreclosure.

(iii) all proceeds of all of the foregoing described Collateral.

(b) All of the foregoing described Collateral is being hereby granted, transferred and assigned absolutely and secures:

(i) payment of all indebtedness evidenced by the Note (including all extensions, modifications, future advances or renewals thereof) and all other sums secured by the Mortgage; and

(ii) performance and discharge of each and every obligation, covenant and agreement of Assignor contained herein, in the Note, the Mortgage, and the Loan Agreement.

2. Assignor warrants and represents that:

(a) Assignor has not previously assigned, pledged, mortgaged, or encumbered all or any part of the Collateral assigned herein except to Bank, and each Lease presently existing with respect to the Mortgaged Property (if any) shall be subordinate to the lien of the Mortgage and contains the provisions provided by Section 3 (g) below;

(b) Assignor is currently a party to no Leases or agreements to lease or grant the right to use or occupy the Mortgaged Property, in whole or in part, other than the Leases described on Exhibit "C";

(c) Assignor has not performed any act or executed any instrument and is not bound by any law, indenture, or agreement which might prevent the Bank from operating under any of the terms and conditions hereof, or which would limit the Bank in such operation.

(d) No Rentals have been or will be paid by any person, party or entity in possession of any part of the Mortgaged property, nor have been or will be accepted by Assignor, for more than two (2) monthly installments in advance, and the payment of none of the Rentals to accrue for any portion of the Mortgaged property has been or will be in any manner anticipated, waived, released, executed, reduced, discounted, or otherwise discharged or compromised by Assignor.

(e) All Leases are in full force and effect; and there is no default now existing under said Leases, nor has any event occurred which, with the passage of time, would constitute a default thereunder. Assignor, within fifteen (15) days following a request therefore, will deliver a signed estoppel certificate from Lessees certifying that Leases are in full effect, no modifications or amendments made, no default exists, no advance rentals have been paid, and there is no defense, offset or counterclaim against full and timely performance of such amounts.

(f) No leasing commissions, finders fees, or other commissions of whatsoever kind or nature, in any way relating to the Agreements, the Leases, or the other Collateral are payable to any broker, agent or finder claiming to have dealt with or consulted with the Assignor, or any of Assignor's representatives, employees or agents.

(g) Assignor is the sole owner of the Lessor's entire interest in the Leases and all other Collateral, and has the full right to assign the Collateral, that there has been no previous assignment of the Collateral, or any part thereof, except to Bank, that the Leases and the Agreements are valid and enforceable in accordance with their terms and have not been altered, modified, or amended in any manner whatsoever (except as set forth herein), and that Assignor has not committed or permitted any act or event to occur that would prevent Bank from or limit the Bank in operating under any of the provisions of this Assignment.

3. Covenants:

(a) Assignor shall faithfully abide by, perform and discharge each and every term, condition, obligation, covenant and agreement, which Assignor is now, or hereafter becomes, liable to observe or perform under the Leases or respecting the other Collateral; give prompt written notice to Bank of any notice of default received by Assignor with respect to any default of Assignor under any Lease or other agreement respecting the Collateral (collectively, "Agreements"), together with an accurate, complete copy of any such notice; at the sole cost and expense of Assignor, enforce or secure the performance of each and every term, obligation, covenant, condition and agreement to be performed by all Lessees and all other parties under the Leases and Agreements; and to provide Bank with an accurate, complete copy of any notice of default issued by Assignor with respect to any of the Leases or Agreements, when so sent by Assignor.

(b) At Assignor's sole cost and expense, Assignor shall appear in and defend any dispute, action or proceeding arising under, growing out of or in any manner connected with any of the Leases or Agreements or the obligations, duties or liabilities of Assignor or any Lessee or any other party respecting the Collateral, and to pay all costs and expenses of Bank, including

attorneys' fees, in connection with any such dispute, action, or proceeding in which Bank may appear or with respect to which it may incur costs or expenses.

(c) Should Assignor fail to make any payment or to do any act as herein provided, then Bank may, but without obligation to do so, without notice or demand to or upon Assignor, and without releasing Assignor from any obligation hereof, make or do the same in such manner and to such extent as Bank may deem necessary to protect the security hereof, including specifically, without limiting its general powers, appearing in and defending any action or proceeding relating hereto or to the Leases or Agreements, or purporting to affect the security hereof or the rights or powers of Bank hereunder, and also performing and discharging each and every obligation, covenant, and agreement of Assignor contained in the Leases and Agreements; and in exercising any such powers Bank may pay necessary costs and expenses, employ counsel, and incur and pay attorneys' fees. Assignor hereby grants to Bank an irrevocable power of attorney coupled with an interest and with full power of substitution to perform all of the acts and things provided in this Section, as Assignor's agent and in Assignor's name.

(d) Assignor shall pay immediately upon demand all sums expended by Bank under the authority hereof, together with interest thereon at the rate set forth in the Note applicable to a period when default exists thereunder and the same shall be secured hereby and by the Mortgage.

(e) Until the indebtedness and all obligations secured hereby shall have been paid and satisfied in full, Assignor shall provide Bank with executed copies of all Leases and Agreements, assign to Bank any and all subsequent Leases and Agreements covering all or any part of the Mortgaged Property, and make, execute and deliver to Bank, upon demand, any and all instruments that may be necessary or desirable therefore in the sole judgment of Bank. The terms and conditions of this Assignment shall, however, apply to any such subsequent Leases and Agreements, whether or not such instruments are executed or delivered by Assignor.

(f) Assignor shall not enter into any Lease or Agreement or modify, amend, extend, renew or in any way alter the terms of any Lease or Agreement including the relocation of any Lessee under any of the Leases or Agreements; not waive, excuse, condone or in any manner release or discharge the Lessees or any other party thereunder, of or from any obligation, covenant, condition, or agreement by said Lessees to be performed thereunder, including the obligation to pay the Rentals and all other sums called for thereunder in the manner and at the place and times specified therein; not terminate the term thereof nor accept a surrender thereof, without the prior written consent of Bank, which consent shall not be unreasonably withheld.

(g) Unless the Bank shall specifically agree in writing to the contrary, the rights of each Lessee under the Leases, or any thereof, shall be inferior and subordinate to the Mortgage, and the lien hereof, and each shall contain a provision that upon the enforcement by Bank of the remedies provided for by law or by the Mortgage, the Lessee thereunder will, upon demand of any person succeeding to the interest of Bank as a result of such enforcement: (i) vacate and surrender the property demised under the Lease; or (ii) become the Lessee of said successor in interest, without change in the terms or other provisions of such Leases, provided, however, that said successor in interest shall not be bound by any prepayments or rent or additional rent for more than two (2) months in advance, or prepayments in the nature of security for the

performance by said Lessee of its obligations under said Lease, or any amendment or modification of the Lease made without the consent in writing of Bank or such successor in interest. Each Lease shall also provide that, upon demand by said successor in interest, such Lessee shall execute and deliver an instrument confirming such attornment.

(h) Assignor will not request, approve, agree to, or accept a subordination of the Leases to any mortgage, deed of trust, other encumbrance, or any other lease, now or later affecting the Mortgaged Property, or any part thereof, without the prior written approval of Bank.

(i) Assignor will not execute or agree to any assignment of any of the Leases, Agreements, Rentals, or any other collateral subsequent to the date hereof.

(j) Assignor hereby indemnifies the Bank, its successors and assigns, against, and agrees to protect, save and keep harmless each thereof from, any and all liabilities, obligations, charges, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements, including without limitation, court costs, legal fees and expenses through all trial, appellate and administrative levels and all bankruptcy and post judgment proceedings (all of which are hereinafter referred to collectively as the "Expenses"), of whatsoever kind and nature, imposed on, incurred by or asserted against any such indemnified party, in any way relating to, arising out of, or in connection with any of the foregoing representations, warranties, and covenants of Assignor herein set forth.

4. Use of Collateral:

(a) Notwithstanding that this Assignment constitutes a present and absolute assignment, and as long as there exists no default, Default or Event of Default (as appropriate) under the Note or the Loan Agreement, and so long as Assignor fully and faithfully performs all of the obligations, covenants and agreements herein contained, the Assignor shall have a conditional license:

(i) to collect, but not prior to accrual, all Rentals and other sums owing with respect to the Leases and Agreements or arising with respect to the Mortgaged Property, in trust for Bank, and to use the same for the payment of all sums costs and expenses which Assignor is required to pay under and pursuant to the Loan Agreement and the Mortgage, and the indebtedness secured hereby as and when due, before using said Rentals and other sums for any other purpose;

(ii) to operate and manage the Mortgaged Property;

(iii) to prosecute or defend any suits in connection with the Mortgaged property or the Collateral in order to enforce the Leases;

(iv) to make such repairs to the Mortgaged Property as may be necessary or advisable;

(v) to take any and all other actions necessary to protect the Mortgaged Property and the Collateral; provided, however, that all actions taken pursuant to (i) through (v) preceding shall be in compliance with, and not prohibited by, any provision of this Assignment.

5. Event of Default:

(a) Upon or at any time after a failure by Assignor to observe or perform any obligation, covenant, or agreement herein contained or contained in the Note, the Mortgage, or the Loan Agreement (such failure to perform being hereinafter referred to as an "Event of Default"), Bank without in any way waiving such Event of Default may, at its option, without notice and without regard to the adequacy of the security for the said principal sum, interest, and indebtedness secured hereby and by the Mortgage, either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, take possession of the Collateral and have, hold, manage, lease, and operate the Mortgaged Property on such terms and for such period of time as Bank may deem proper and either with or without taking possession of the Collateral in its own name, sue for, or otherwise collect and receive all Rentals and profits of the Mortgaged Property, including those past due and unpaid with full power to make from time to time all alterations, renovations, repairs, and replacements thereto or thereof and to insure the Mortgaged Property as may be deemed proper by Bank. The Bank shall not be responsible for diligence in collecting any moneys as contemplated herein, but shall be accountable only for sums actually received.

(b) Assignor understands and agrees that the Bank in the exercise of the rights, interests, and powers conferred upon it by this Assignment shall have full power to use and apply the Rentals and profits of the Mortgaged Property to the payment of or on account of the following, in such order as the Bank may determine:

(i) To the payment of the operating expenses of the Mortgaged Property, including the cost of management and leasing thereof (which shall include reasonable compensation to Bank and its agent or agents, lease commissions, and other compensation and expenses of seeking and procuring tenants and entering into leases), and premiums of insurance on the Mortgaged Property;

(ii) To the payment of taxes and special assessments now due or which may hereafter become due on the Collateral;

(iii) To the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of the Mortgaged Property, and of placing the Mortgaged Property in such condition as will, in the judgment of Bank, make it readily rentable, and

(iv) To the payment of any indebtedness secured by this Assignment or by the Mortgage or any deficiency which may result from any foreclosure sale.

(c) If any Event of Default shall occur, then Bank may, at its option, declare all sums secured hereby immediately due and payable, and, in addition to any remedies herein set forth, such Event of Default by Assignor shall, at Bank's sole option, constitute and be deemed to be a default, Default or Event of Default (as appropriate) under the terms of the Note, the Mortgage, and the other Loan Documents, entitling Bank to all rights and remedies therein contained, in addition to those rights and remedies herein set forth, without regard to the adequacy of the security for the indebtedness secured hereby, the commission of waste or the insolvency of Assignor.

(d) If Bank shall waive any of its powers or rights hereunder or any breach or default, Default or Event of Default (as appropriate) by Assignor, such waiver shall not be deemed to waive any of Bank's powers or rights on any future occasion. Delay or failure by Bank to exercise or claim, in whole or in part, any such power or right shall not be deemed a waiver of such power or right; no single or partial exercise of any right or power hereunder shall preclude any other or further exercise of Bank's rights or powers. The rights and remedies hereunder expressly specified are in addition to, but not exclusive of, the rights and remedies of Bank under applicable law.

6. Miscellaneous:

(a) If any term of this Assignment shall be held to be invalid, illegal or unenforceable, the validity of the other terms hereof shall be in no way affected thereby. Bank shall be entitled to all rights and remedies available at law, in equity or under any statute, either now available or available at the time of exercise thereof, even though such rights and remedies were not available on the date first above written.

(b) The covenants and agreements herein contained shall be binding upon Assignor, its heirs, legal representatives, successors and assigns and shall inure to the benefit of Bank, its legal representatives, successors, and assigns, provided, however, that nothing in this section is intended to be or shall be construed as a waiver of the rights of Bank under the Loan Agreement or to permit assignment of the rights and obligations of Assignor under this instrument and any such assignment is expressly prohibited except upon the prior written consent of Bank, which consent may be arbitrarily withheld.

(c) This present Assignment is absolute, unconditional, separate and not part of the security of the Mortgage. All rights and remedies herein conferred may be exercised whether or not foreclosure proceedings are pending under the Mortgage. Bank shall not be required to resort first to the security of this Assignment or of the Mortgage before resorting to the security of any other of such security documents, and Bank may exercise the security hereof and of the Mortgage concurrently or independently and in any order or preference. The Existence of this Assignment shall not be construed as a waiver by Bank or its successors and assigns of the right to enforce payment of the indebtedness hereinabove referred to, in strict accordance with the terms and provisions of the Note, the Mortgage, and the Loan Agreement for which this Assignment is given as additional security.

(d) All notices, demands, or documents which are required or permitted to be given or served upon Assignor or Bank when given shall be deemed given or served upon Assignor or Bank when given as provided in the Loan Agreement. Each party hereto may change its address from time to time by serving written notice thereof upon the other party hereto as above provided at least ten (10) days prior to the effective date of such change of address.

(e) Upon the payment in full of all indebtedness secured hereby, as evidenced by the recording or filing of any instrument of satisfaction or full release of the Mortgage, unless there shall have been recorded another mortgage in favor of Bank covering all or any portion of the Mortgaged Property, this Assignment shall become and be void and of no effect.

(f) This Assignment and the interpretation and enforcement thereof, will be governed and construed in accordance with the laws of the State in which the Mortgaged Property is located.

ASSIGNOR HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING IN CONNECTION WITH THIS ASSIGNMENT, THE OTHER DOCUMENTS REFERENCED HEREIN OR EXECUTED IN CONNECTION HERewith, AND THE TRANSACTIONS CONTEMPLATED THEREIN, AND ALL OR ANY COMBINATIONS OF THE FOREGOING. ASSIGNOR HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF BANK NOR BANK'S COUNSEL HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT BANK WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. ASSIGNOR ACKNOWLEDGES THAT BANK HAS BEEN INDUCED TO ENTER INTO AND ACCEPT THIS ASSIGNMENT, BY, INTER ALIA, THE PROVISIONS OF THIS PARAGRAPH.

(Space Intentionally left Blank, Signature pages to follow)

IN WITNESS WHEREOF, Assignor has executed this Assignment, the day and year first above written.

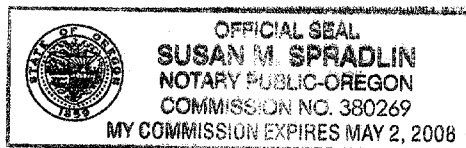
WEST ONE AUTOMOTIVE GROUP, INC.

By: X Ted L. Anderson
Ted L. Anderson, President

STATE OF Oregon)
COUNTY OF Multnomah) SS:

Before me, a Notary Public in and for said County and State, personally appeared West One Automotive Group, Inc., an Oregon corporation, by Ted L. Anderson, its President, who acknowledged that he did sign the foregoing instrument on behalf of said corporation and that the same is his free act and deed as such President and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Portland, Oregon, this 10th day of December, 2007.



Susan M. Spradlin
Notary Public
My commission expires:

EXHIBIT A
Description of Premises

Deschutes County Oregon Premises

Lots Seven (7), Eight (8), and Nine (9), the Pilot Butte Business Park, Deschutes County, Oregon.

The Real Property or its address is commonly known as Bare Land, Deschutes County, Oregon 97601.

EXHIBIT B
Description of Premises

Klamath County Oregon Premises

ATTACH LEGAL

The Real Property or its address is commonly known as 1930 South Sixth Street, Klamath Falls,
Oregon 97601

EXHIBIT B

PARCEL 1:

A piece or parcel of land situated in the SE1/4 SW1/4 of Section 33, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at the intersection of the Southerly right of way line of South Sixth Street and the Westerly right of way of the O.C. & E. Railroad spur; said point being also the Northeasterly corner of that parcel of land conveyed at page 8265 of Volume M68, of Klamath County Deed Records; thence North 58 degrees 24' 45" West along the Southerly right of way line of South Sixth Street 218.95 feet to a point; thence North 55 degrees 48' 55" West along said right of way line 180.4 feet to the most Northerly corner of that parcel of land conveyed at page 5330 of Volume M72 of Klamath County Deed Records; thence South 0 degrees 45' East 451.4 feet to a point; thence North 88 degrees 11' 20" East 203.85 feet to a point thence South 0 degrees 51' 30" East 57.0 feet to a point; thence North 89 degrees 15' East 129.0 feet to a point on the West right of way line of the O.C. & E Railroad spur; thence North 0 degrees 45' West along said right of way spur 284.2 feet to the point of beginning with bearing based on County Survey No. 4254.

PARCEL 2:

A piece or parcel of land situated in the SE1/4 SW1/4 of Section 33, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon being more particularly described as follows:

Beginning at a point on the Westerly right of way line of the O.C. & E Railroad spur as the same is presently located and constructed from which the Northeasterly corner of that parcel of land conveyed on page 8265 of Volume M68 of Klamath County Deed Records bears North 0 degrees 45' West 284.2 feet distance; thence South 0 degrees 45' East along said railroad right of way 249.0 feet to a point; thence along a circular curve to the left (having a central angle of 14 degrees 25' 10" a radius of 429.51 and a long chord which bears South 7 degrees 57' 35" East 107.8 feet) a distance of 108.1 feet to a point; thence South 89 degrees 15' West 286.55 feet to a point; thence North 37 degrees 52' 10" West 284.80 feet to a point; thence North 1 degree 48' 40" West 180.0 feet to a point; thence North 88 degrees 11' 20" East 319.2 feet to a point; thence South 0 degrees 51' 30" East 57.0 feet to a

Point; thence North 89 degrees 15' East 129.0 feet, more or less to the point of beginning with bearings based on County Survey No. 4254.

PARCEL 3:

A parcel of land situated in the SW1/4 of Section 33, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the South line of Section 33, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, from which the South quarter corner of said Section 33 bears North 89 degrees 26' East 313.83 feet distant; thence North 0 degrees 45' West 4.0 feet to an existing iron pin reference monument; thence North 0 degrees 45' West 176.00 feet to an existing iron pin; thence North 89 degrees 14' 40" East 166.00 feet to an existing iron pin; thence North 0 degrees 45' 30" West 76.50 feet to an existing iron pin on the Westerly right of way line of the O.C. & E. Railroad Spur as the same is presently located and constructed; thence following said right of way line along a 13.34 degree curve to the right, the long chord of which bears North 21 degrees 39' 25" West 72.70 feet, a distance of 72.8 feet to an iron pin; thence South 89 degrees 15' West 286.55 feet to an iron pin; thence North 37 degrees 52' 10" West 284.8 feet to an iron pin; thence North 1 degree 48' 40" West 180.0 feet to a point; thence North 88 degrees 11' 20" East 115.35 feet to a point on the Southwest corner of that parcel designated as Parcel A in recorded survey

no. 1922; thence North 0 degrees 45' West along the Westerly boundary of said Parcel A, 451.4 feet to a point on the Southerly right of way boundary of South Sixth Street as the same is presently located and constructed; thence North 68 degrees 29' 25" West along the Southerly right of way line of South Sixth Street 429.1 feet to a point on the Easterly right of way line of the Southern Pacific Railroad projected Northerly; thence South 0 degrees 45' East along said right of way line projected and along said right of way line 1195.1 feet to its intersection with the Northerly right of way line of the O.C. & E. Railroad; thence South 51 degrees 58' East along said Northerly right of way line 241.2 feet to its intersection with the South line of Section 33, Township 38 South, Range 9 East of the Willamette Meridian; thence north 89 degrees 26' East 415.45 feet, more or less, along said Section line to the point of beginning.

PARCEL 4:

A strip of land described as follows: Beginning at the intersection of the Westerly line of Owens Street and the Southerly line of Sixth Street as now located; thence North 56 degrees 01' 33" West, 176.10 feet, more or less, to the Easterly line of Deed Volume 82, page 96, and the true point of beginning of the strip of land to be described; thence South 0 degrees 57' 30" East along the Easterly line of said deed, 110 feet; thence North 56 degrees 01' 33" West 48.79 feet to the Westerly line of Deed Volume 82, page 96; thence North 0 degrees 57' 30" West 110 feet to the Southerly line of Sixth Street; thence South 56 degrees 01' 33" East 48.79 feet to the true point of beginning.

PARCEL 5:

Apiece or parcel of land situated in the SE1/4 SW1/4 of Section 33, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a point in the Southerly line of Sixth Street, City of Klamath Falls, County of Klamath, State of Oregon, said point lying distant 176.10 feet Westerly along the Southerly line of Sixth Street from the intersection of the Southerly line of the said Sixth Street with the Westerly line of Owens Street (formerly known as Front Street), running thence South 0 degrees 57' 30" East, a distance of 526.84 feet to a point; thence Southerly, along the arc of a curve, (said curve being tangent to the last mentioned course at the last mentioned point) concave to the left having a radius of 389.51 feet, a distance of 346.14 feet to a point in the Westerly line of Owens Street; thence South 0 degrees 55' 30" East, along the Westerly line of Owens Street, a distance of 50.02 feet to a point; thence Northerly along the arc of a curve (the tangent of the said curve bears North 56 degrees 05' West at the last mentioned point) concave to the right, having a radius of 429.51 feet, a distance of 413.24 feet, to a point; thence North 0 degrees 57' 30" West and tangent to the last mentioned course at the last mentioned point, a distance of 554.78 feet, to a point in the Southerly line of Sixth Street; thence South 56 degrees 01' 30" East, along the Southerly line of Sixth Street, a distance of 48.79 feet to the point of beginning, LESS AND EXCEPT a tract of land described as follows:

Beginning at the intersection of the Westerly line of Owens Street and the Southerly line of Sixth Street as now located; thence North 56 degrees 01' 33" West, 176.10 feet, more or less, to the Easterly line of Deed Volume 82, page 96, and the true point of beginning of the strip of land to be described; thence South 0 degrees 57' 30" East along the Easterly line of said deed, 110 feet; thence North 56 degrees 01' 33" West 48.79 feet to the Westerly line of Deed Volume 82, page 96; thence North 0 degrees 57' 30" West 110 feet to the Southerly line of Sixth Street; thence South 56 degrees 01' 33" East 48.79 feet to the true point of beginning.

EXHIBIT C
Description of Premises

Jackson County Oregon Premises

ATTACH LEGAL

The Real Property or its address is commonly known as 3976 Crater Lake Highway, Medford,
Oregon 97504

EXHIBIT C

TRACT A: Commencing at the northwest corner of Section 8 in Township 37 South, Range 1 West of the Willamette Meridian in Jackson County, Oregon; thence North 89°59'50" East (record North 89°56' East) along the north line of said Section, 561.52 feet for the true point of beginning; thence South 89°59'50" West along the north line of said Section, 561.52 feet to the northwest corner of said Section; thence South 0°04'30" East along the west line of said Section, 175.05 feet; thence North 89°59'50" East 561.52 feet to a point South 0°04'30" East 175.05 feet from the true point of beginning; thence North 0°04'30" West 175.05 feet to the true point of beginning. EXCEPTING THEREFROM all that portion conveyed to the State of Oregon, by and through its State Highway Commission, by deed recorded June 17, 1965 in Volume 589, page 334 of the Deed Records of Jackson County, Oregon. ALSO EXCEPTING THEREFROM: Commencing at the northwest corner of Section 8, Township 37 South, Range 1 West of the Willamette Meridian in Jackson County, Oregon; thence 00°05'23" East along the west line of Section 8, a distance of 175.05 feet; thence North 89°58'51" East 70.67 feet to the southwest corner of Tract A described in Document No. 00-34938 of the Official Records of Jackson County, Oregon, and the point of beginning; thence North 89°58'51" East along the south line of said tract 51.70 feet; thence along the arc of a non-tangent curve to the right having a radius of 410.00 feet (the long chord to which bears North 55°35'57" East 263.10 feet) an arc distance of 267.84 feet, thence along the arc of a 490.00 foot radius curve to the left (the long chord to which bears North 73°00'37" East 22.30 feet) an arc distance of 22.30 feet to a point on the south right of way line of Coker Butte Road; thence South 89°58'23" West along the south right of way line of said road, 264.51 feet to a point on the east right of way of Crater Lake Avenue; thence South 09°22'27" West along the east right of way of said avenue, 157.16 feet to the point of beginning.

(Code 49-01, Portion Account #1-042288-2, Map #371W08BB, Portion Tax Lot #500)

TRACT B: Commencing at the northwest corner of Section 8 in Township 37 South, Range 1 West of the Willamette Meridian in Jackson County, Oregon; thence South 0°04'30" East along the west line of said Section, 175.05 feet; thence North 89°59'50" East 266.00 feet to a point which bears South 0°04'30" East 175.05 feet from the north line of said Section for the true point of beginning; thence South 89°59'50" West 266.00 feet to the west line of said Section; thence South 0°04'30" East along the west line of said Section, 122.90 feet to the north line of tract described in Volume 165, page 168 of the Deed Records of Jackson County, Oregon; thence North 89°59'50" East (record North 89°56' East) along the north line of said tract, 266.00 feet to a point which bears South 0°04'30" East 122.90 feet from the true point of beginning; thence North 0°04'30" West 122.90 feet to the true point of beginning. EXCEPTING THEREFROM all that portion conveyed to the State of Oregon, by and through its State Highway Commission, by deed recorded June 17, 1965 in Volume 589, page 334 said Deed Records. ALSO EXCEPTING THEREFROM: Commencing at the northwest corner of Section 8, Township 37 South, Range 1 West of the Willamette Meridian in Jackson County, Oregon; thence South 00°05'29" East along the west line of said Section 8, a distance of 297.46 feet; thence North 89°58'28" East 51.05 feet to the southwest corner of Tract B described in Document No. 00-34938 of the Official Records of Jackson County, Oregon and the point of beginning; thence North 89°58'28" East along the south line of said Tract B, 8.24 feet; thence along the arc of a non-tangent curve to the right having a radius of 410.00 feet (the long chord to which bears North 27°13'10" East 137.67 feet) an arc distance of 138.32 feet to a point on the north line of said Tract B; thence South 89°58'51" West along the north line of said Tract B, 51.70 feet to the northwest corner thereof; thence South 09°22'27" West along the east right of way line of Crater Lake Avenue, 117.98 feet; thence continue along said east right of

96977 (continued)
way line South 02°50'04" West 6.01 feet to the point of beginning.

(Code 49-01, Portion Account #1-072233-1, Map #371W08BB, Portion Tax Lot #600)

TRACT C: Commencing at the northwest corner of Section 8 in Township 37 South, Range 1 West of the Willamette Meridian in Jackson County, Oregon; thence North 89°59'50" East (record North 89°56' East) along the north line of said Section, 561.52 feet for the true point of beginning; thence South 0°04'30" East 175.05 feet; thence South 89°59'50" West 295.52 feet; thence South 0°04'30" East 122.90 feet to the north line of tract described in Volume 165, page 168 of the Deed Records of Jackson County, Oregon; thence North 89°59'50" East (record North 89°56' East) along the north line of said tract, 465.0 feet to the west line of tract described in Volume 165, page 169 said Deed Records; thence North 0°04'30" West (record North) along the west line of said tract, 297.95 feet to the north line of said Section; thence South 89°59'50" West along the north line of said Section, 169.48 feet to the true point of beginning. ALSO EXCEPTING THEREFROM: Commencing at the northwest corner of Section 8, Township 37 South, Range 1 West of the Willamette Meridian in Jackson County, Oregon; thence North 89°58'23" East along the north line of said Section 8, a distance of 731.04 feet; thence South 00°05'29" East parallel to the west line of said Section 8, a distance of 20.00 feet to a point on the south right of way line of Coker Butte Road and the point of beginning, said point being on the west line of tract described in Volume 165 page 169 of the Deed Records of Jackson County, Oregon; thence South 00°05'29" East along the said west line 7.26 feet; thence along the arc of a non-tangent curve to the right having a radius of 232.50 feet (the long chord to which bears North 74°30'17" West 27.14 feet) an arc distance of 27.16 feet to a point on the south right of way line of said road; thence North 89°58'23" East along said south right of way line 26.15 feet to the point of beginning.

(Code 49-01, Portion Account #1-072234-9, Portion Map #371W08BB, Tax Lot #400)

EXHIBIT D
Description of Premises

FRANKLIN County Washington Premises

ATTACH LEGAL

The Real Property or its address is commonly known as 2520 West Court Street, Pasco,
Washington 99301

LEGAL DESCRIPTIONS