

2023-000135

Klamath County, Oregon

01/06/2023 02:48:01 PM

Fee: \$427.00

**AFTER RECONDDING RETURN TO:
WECO, Inc.**

**Carson Branded Companies
3125 NW 35th Avenue
Portland, OR 97210**

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("Assignment") is made and effective on this 5th day of January, 2023 by and between (1) Joey's Gas and Mini Mart, Inc., an Oregon Corporation, and Yousef A. Saddi, Nuha Y. Saddi and George Y. Saddi, individually and Prem's Gas & Mini Mart, Inc., an Oregon Corporation and Prem Singh; and Rajinder Singh Individually (hereinafter referred to as "Assignor"); and (2) Kamboj Enterprise, LLC, Jasbir Mehrok and Gurmej Singh individually (hereinafter referred to as "Assignee"); and (3) WECO, Inc., dba Carson, (hereinafter referred to as "Company").

WHEREAS, Assignor owns and operates a Service Station and Convenience Store commonly known as Joey's Gas and Mini Mart located at 2564 S. 6th Street, Klamath Falls, Oregon 97601 ("Station"); and

WHEREAS, Assignor is a Dealer under a certain Dealer Supply Agreement attached hereto as Exhibit "A" ("DSA") and under a Dealer Incentive Program Agreement, including a promissory note, attached hereto as Exhibit "B" ("Incentive Agreement")(collectively "Agreements") with Company for operations of the Station;

WHEREAS, pursuant that certain Stock Sale and Purchase Agreement dated on or about December 2022 and attached hereto as Exhibit "C," Assignors are sellers and Assignees are buyers of the Station, and

WHEREAS, Company is being requested to consent and approve of this assignment and assumption and is agreeing to provide said consent subject to Assignor and Assignee both remaining primarily obligated to the terms and conditions of the above referenced Agreements through their full term, and

WHEREAS, Assignor and Assignee agree to be bound by all the terms of the Agreements as above referenced, in the event of early termination by Buyer of Assignee (under the DSA) and repayment of brand producer incentive benefits and all other provisions of the Agreements, and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the parties agree as follows:

1. Operation of Station. WECO, Inc., dba Carson, as Company, hereby consents to the operation of the above referenced Service Station, including Convenience Store, located at by Assignee.

AMERITITLE has recorded this instrument by request as an accommodation and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

147.

2. Assignment. WECO, Inc. consents to the assignment of all rights, obligations and terms and conditions of that certain Dealer Supply Agreement, as amended, and that certain Dealer Incentive Agreement, including the promissory note which is part and parcel of the Dealer Incentive Agreement, referenced above as Exhibit A and B, respectively, from Assignor to Assignee, subject to the agreement of Assignor and Assignee to each be jointly and severally obligated to the terms and conditions of said Agreements as above referenced, through the end of the term of said Agreements,.

3. Consent. Subject to all the terms and conditions set forth hereinabove, WECO., Inc., dba Carson, consents to the operation of said service station and grocery from Assignor to Assignee.

4. Recitals. The Recitals above are by this reference made part of the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Assignment, Assumption and Agreement this 5 day of Jan., ~~2022~~ 2023

ASSIGNOR:

Joey's Gas and Mini Mart, Inc.

By:  _____

Yousef A. Saddi
Its: President

By:  _____

Yousef A. Saddi
Individually

ASSIGNOR:

By:  _____

Nuha Y. Saddi, Individually

ASSIGNOR:

By: _____

George Y. Saddi, Individually

2. Assignment. WECO, Inc. consents to the assignment of all rights, obligations and terms and conditions of that certain Dealer Supply Agreement, as amended, and that certain Dealer Incentive Agreement, including the promissory note which is part and parcel of the Dealer Incentive Agreement, referenced above as Exhibit A and B, respectively, from Assignor to Assignee, subject to the agreement of Assignor and Assignee to each be jointly and severally obligated to the terms and conditions of said Agreements as above referenced, through the end of the term of said Agreements,.

3. Consent. Subject to all the terms and conditions set forth hereinabove, WECO., Inc., dba Carson, consents to the operation of said service station and grocery from Assignor to Assignee.

4. Recitals. The Recitals above are by this reference made part of the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Assignment, Assumption and Agreement this ____ day of _____, 2022

ASSIGNOR:

Joey's Gas and Mini Mart, Inc.

By: _____
Yousef A. Saddi
Its: President

By: _____
Yousef A. Saddi
Individually

ASSIGNOR:

By: _____
Nuha Y. Saddi, Individually

ASSIGNOR:

By: _____
George Y. Saddi, Individually

ASSIGNOR:

Prem's Gas & Mini Mart, Inc

By:  _____

Prem Singh

Its:  _____

By: _____

Rajinder Singh

Its: _____

ASSIGNOR:

By:  _____

Prem Singh, Individually

ASSIGNOR:

By: _____

Rajinder Singh, Individually

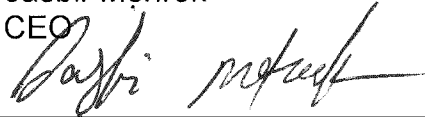
ASSIGNEE:

Kamboj Enterprise, LLC

By:  _____

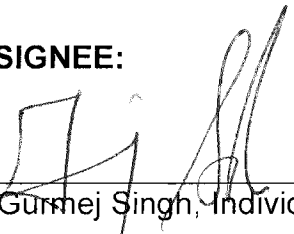
Jasbir Mehrok

Its: CEO

By:  _____

Jasbir Mehrok, Individually

ASSIGNEE:


By:  _____

Gurmeij Singh, Individually

CONSENTING PARTY/COMPANY:

ASSIGNOR:

Prem's Gas & Mini Mart, Inc

By: 
Prem Singh

Its: _____

By: 
Rajinder Singh

Its: _____

ASSIGNOR:

By: 
Prem Singh, Individually

ASSIGNOR:


By: 
Rajinder Singh, Individually

ASSIGNEE:

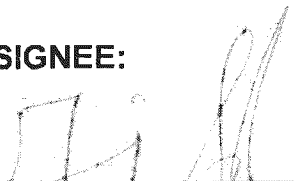
Kamboj Enterprise, LLC

By: 
Jasbir Mehrook

Its: CEO

By: 
Jasbir Mehrook, Individually

ASSIGNEE:

By: 
Gurmejit Singh, Individually

CONSENTING PARTY/COMPANY:

WECO, Inc. dba Carson

By: Bruce W. Papenfuss
Bruce W. Papenfuss
Its: Vice President

STATE OF)
) ss:
County of)
STATE OF)
) ss:
County of)

This instrument was acknowledged before me on _____, 2022 by
Yousef A. Saddi as President of Joey's Gas and Mini Mart, Inc. and as an individual.

See Attached Acknowledgement af

Notary Public for
Date Notary Expires

STATE OF)
) ss:
County of)

This instrument was acknowledged before me on _____, 2022 by
Nuha Y. Saddi as an individual.

See Attached Acknowledgement af

Notary Public for
Date Notary Expires

STATE OF)
) ss:
County of)

This instrument was acknowledged before me on _____, 2022 by
George Y. Saddi as an individual.

See Attached Acknowledgement af

Notary Public for
Date Notary Expires

WECO, Inc. dba Carson

By: Bruce W. Papenfuss
Bruce W. Papenfuss
Its: Vice President

STATE OF)
) ss:
County of)
STATE OF)
) ss:
County of)

This instrument was acknowledged before me on _____, 2022 by
Yousef A. Saddi as President of Joey's Gas and Mini Mart, Inc. and as an individual.

Notary Public for
Date Notary Expires

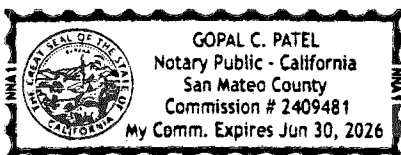
STATE OF)
) ss:
County of)

This instrument was acknowledged before me on _____, 2022 by
Nuha Y. Saddi as an individual.

Notary Public for
Date Notary Expires

STATE OF) California's
County of) San Mateo ss:

This instrument was acknowledged before me on 01-05-2023, 2022 by
George Y. Saddi as an individual.



[Signature]
Notary Public for
Date Notary Expires 06/30/2026

CLEAR

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Sacramento)

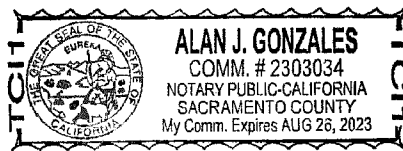
On January 5, 2023 before me, Alan J. Gonzales, Notary Public
Date Insert Name and Title of the Officer

Personally appeared Nuha Y. Saddi
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Alan J.
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document _____ Document Date _____

Number of Pages _____

CLEAR

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Sacramento)

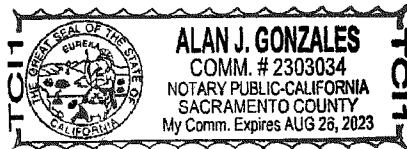
On January 5, 2023 before me, Alan J. Gonzales, Notary Public
Date Insert Name and Title of the Officer

Personally appeared Yousef A. Saddi
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Alan J.
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

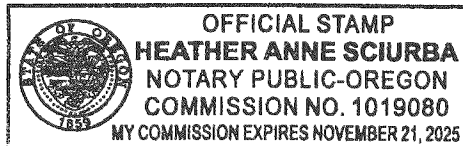
Description of Attached Document

Title or Type of Document _____ Document Date _____

Number of Pages _____

STATE OF Oregon
County of Klamath) ss:

#3 This instrument was acknowledged before me on Jan 5, 2023 by Prem Singh on behalf of Prem's Gas & Mini Mart and as an individual.



[Signature]
Notary Public for Oregon
Date Notary Expires Nov 21 2025

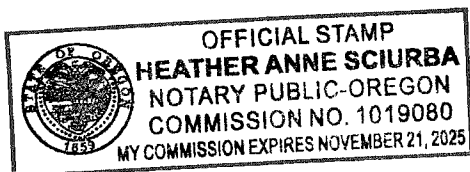
STATE OF)
) ss:
County of)

This instrument was acknowledged before me on _____, 2023 by Rajinder Singh, on behalf of Prem's Gas & Mini Mart and as an individual.

Notary Public for
Date Notary Expires

STATE OF Oregon
County of Klamath) ss:

This instrument was acknowledged before me on Jan 5, 2023 by Jasbir Mehrok as CEO or Kamboj Enterprises, LLC and as an individual.



[Signature]
Notary Public for Oregon
Date Notary Expires Nov 21 2025

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Sacramento }

On _____ before me, Alma Jackson, Notary Public

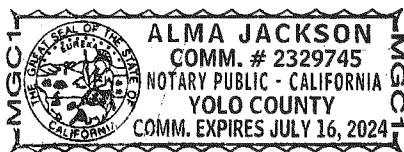
Date

Here Insert Name and Title of the Officer

personally appeared Rajindar Singh

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Alma Jackson
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Assignment & Assumption Agreement

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

STATE OF)

) ss:

County of)

This instrument was acknowledged before me on _____, 2023 by
Gurmej Singh as an individual.

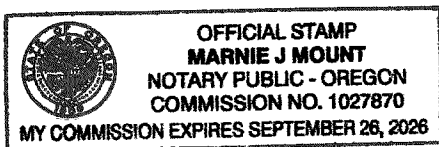
Notary Public for
Date Notary Expires

STATE OF)

) ss:

County of)

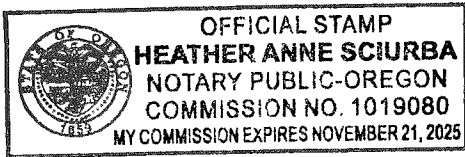
This instrument was acknowledged before me on January 5, 2023 by
Bruce W Papenfuss known to me as authorized agent for WECCO, Inc.



Marnie J Mount
Notary Public for
Date Notary Expires 09-26-2026

STATE OF Oregon
County of Klamath) ss:

This instrument was acknowledged before me on Jan 5, 2023 by
Gurmej Singh as an individual.



Heather Anne Sciurba

Notary Public for
Date Notary Expires

Nov. 21 2025

STATE OF)
County of) ss:

This instrument was acknowledged before me on _____, 2023 by
_____ known to me as authorized agent for WECO, Inc.

Notary Public for
Date Notary Expires

Exhibit "A"

AFTER RECORDING RETURN TO:

Carson Oil Co., Inc.

PO Box 6030

Portland, OR 97228-6030

DEALER SUPPLY AGREEMENT

Carson Oil Co., Inc., dba Carson ("Company") and Joey's Gas and Mini Mart, an assumed business name and Yousef A. Saddi, Nuha Y. Saddi and George Y. Saddi, personally, ("Dealer") enter into this Dealer Supply Agreement ("Agreement") on 8/18, 2017. Company and Dealer may be referred to herein as "Party" or collectively as "Parties." For good and valuable consideration, which is acknowledged by the Parties, the Parties agree as follows:

1. PARTIES AND PREMISES

Company agrees to sell to Dealer and Dealer agrees to purchase from Company such quantities of the petroleum related products of Shell, (hereinafter referred to as "Brand Producer") brand gasoline sold by Company generally to service stations in Dealer's locality as are necessary and required to serve customer demand for Brand Producer motor fuels at Dealer's Premises at 2564 S. 6th St., Klamath Falls, OR 97601-4344 ("Premises"), a legal description for which is attached hereto as Exhibit "A."

2. USE OF PREMISES/IMAGING REIMBURSEMENT

Dealer agrees to use the Premises as a service station facility dispensing Brand Producer products and to continuously operate the Premises and to abide by such standards and rules as may be promulgated by the Company and/or Brand Producer from time-to-time. It is understood that Company has made all provisions for imaging of the Premises wherein Dealer is operating pursuant to a separate Dealer Incentive Program Agreement, entered into by the Parties concurrent with this Agreement, and Company shall be entitled to all reimbursement money provided for said imaging by the Brand Producer as set forth in the Dealer Incentive Program Agreement.

3. DELIVERIES, PRICES, TAXES AND UTILITIES

(a) Deliveries shall be made (except at Company's option) in full bulk transport quantities and on reasonable notice (preferable at least forty-eight (48) hours) at the Dealer's Premises in Company's customary manner using equipment selected by Company.

(b) The prices Dealer shall pay Company for Brand Producer motor fuels hereunder shall be Company's prices to Dealer in effect at the time and place of delivery for the particular product, grade, quantity and type of delivery involved, as established by Company from time to time.

(c) All taxes, charges, duties or assessments related to the motor fuels and products supplied by Company are to be paid by Dealer in addition to the above charges.

4. TRADEMARKS, TRADE NAMES, COLOR SCHEMES AND IMAGE REQUIREMENTS

(a) The products purchased by Dealer under this Agreement shall be sold by Dealer as the products of Brand Producer and only under the trademarks and trade names authorized for such products by Brand Producer. Dealer shall not at anytime offer for sale under such trademarks and trade names any product not authorized by Brand Producer to be sold thereunder.

(b) Dealer recognizes the right of Company and Brand Producer to use and authorize others to use all trademarks, service marks, trade names, color schemes and service station designs (collectively "insignia") utilized by Brand Producer to identify products and services and Dealer agrees not to claim any right, title or interest therein. Upon termination of this Agreement, Dealer shall immediately discontinue use of all Brand Producer insignia and shall grant Company access to the Premises in order to de-brand and remove all Brand Producer insignia.

(c) Company or Brand Producer shall have the right at any time during the term of this Agreement to change, alter or amend any of the trademarks and trade names under which the motor fuels covered by this Agreement are now or may hereafter be sold.

(d) If at any time Company and/or Brand Producer in its or their sole discretion determines that the Premises do not meet the then current standards for Brand Producer's retail outlets, Company shall give Dealer written notice of the improvements required to bring the Premises into compliance with Brand Producer's image standards. Dealer shall cause all work required to make such improvements within thirty (30) days written notice from Company, subject to unavoidable delays due to causes beyond the reasonable control of Dealer.

5. CONDUCT OF DEALER'S BUSINESS

(a) Dealer is engaged in an independent business and nothing herein contained shall be construed as granting to Company any right to control Dealer's business or operations in the manner in which the same shall be conducted, Dealer's obligation to Company hereunder being the performance of the terms and conditions of this Agreement. Company has no right to hire or fire any employees of Dealer or to exercise any control over any of Dealer's employees, all of whom are entirely under the control and direction of Dealer, who shall be responsible for their acts and omissions. Dealer accepts exclusive liability for all contributions and payroll taxes required under Federal, State and municipal laws and any other payments under any laws of similar character as to all persons employed by or working for Dealer, including, but not limited to health benefits and workers' compensation benefits, as required.

(b) Dealer shall indemnify, defend and hold harmless Company, Brand Producer and affiliated companies of each of them and their respective directors, officers, agents and employees, from and against all expense (including attorneys' and consultants' fees and costs), liability and claims of whatsoever kind and nature, including but not limited to those for damage to property (including Dealer's property) or injury to or death of persons (including Dealer), directly or indirectly resulting, or alleged to result from, Dealer's maintenance, upkeep, repair, replacement, operation or use of the Premises or anything located thereon. Company shall indemnify, defend and hold harmless Dealer and their respective directors, officers, agents and employees from and against all claims resulting from the sole negligence of Company.

6. FORCE MAJEURE

(a) There shall be no obligation to sell or deliver or to receive or use the petroleum products covered by this Agreement when and while, and to the extent that, the receiving or using or manufacture or making deliveries in the customary manner are prevented or hindered by act of God, fire, riot, labor disturbances (whether involving employees of the Party affected or of others and regardless of whether the disturbance could be settled by acceding to the demands of a labor group), accident, war or the acts of any government (whether foreign or domestic, Federal, state, county or municipal) or any causes beyond the reasonable control of the Party affected, whether or not similar to any of the foregoing causes. In cases of partial or total interruption or loss or shortage of transportation facilities or supplies, or shortage of products deliverable hereunder, Company may allocate deliveries of available products among Dealer, Company's other customers, and Company for its own use, on any basis which in Company's sole judgment is fair and reasonable, allowing for such priorities as Company deems appropriate.

(b) Due to uncertainties in the supply/demand situation (which may include a decision by Brand Producer that the costs of some crude oil and petroleum products which might be available are unreasonable), Company may not have sufficient supplies of one or more of the petroleum products covered by this Agreement to meet the full requirements of Dealer, of Company's other customers, and of Company for its own use. Whenever that situation exists and Company's performance hereunder is not otherwise excused and Company may allocate deliveries of available products on any basis that in Company's sole judgment is fair and reasonable, allowing for such priorities as Company deems appropriate. Company will endeavor to use historical delivery volumes as a guide in making such determinations. If Brand Producer withdraws from the area for any reason during the term of this Agreement, Company may provide an alternate brand option to Dealer or, at Company's sole discretion, may terminate this Agreement by giving Dealer advanced written notice thereof.

7. TERM AND BREACH

(a) Dealer may not terminate this Agreement prior to Ten (10) year(s) from the Effective Date ("Effective Date"). Should Dealer not so terminate, Dealer's obligations

herein shall extend for additional one (1) year periods, commencing at the end of the last year of this Agreement, until Dealer and/or Company provides advance written notice of termination ninety (90) days prior to the end of the current extension.

(b) Company may, in addition to such other remedies as Company may have (including but not limited to the right to terminate this Agreement as otherwise provided herein) and subject to any valid requirements of any applicable statute, terminate this Agreement upon giving Dealer ninety (90) days' prior written notice of such termination or, if it would not be reasonable for Company to give ninety (90) days' prior written notice, at Company's election upon giving Dealer prior written notice for such lesser period as is reasonable in the circumstances, if any one of the following occurs:

(1) Dealer by act or omission breaches or defaults on any covenant, condition or other provision of this Agreement, which breach or default can be cured, and Dealer fails to cure such breach or default within ten (10) days after such written notice of termination from Company which shall specify such breach or default; or

(2) Dealer fails to pay to Company in such a timely manner when due all sums to which Company is legally entitled (whether or not such sums are owed to Company under this Agreement); or

(3) Dealer knowingly fails to comply with Federal, state or local laws or regulations relevant to the use or operation of the Premises (see Exhibits C and D incorporated in this Agreement); or

(4) Dealer willfully adulterates, commingles, mislabels or misbrands motor fuels or other products or commits other violations of trademarks utilized by Brand Producer; or

(5) Dealer fails to operate the Premises as a service station for seven (7) consecutive days, unless failure to operate is substantially caused by catastrophic event such as storm, fire, flood, earthquake, riot or events not in the control of Dealer, or Dealer fails to so operate the Premises for such lesser period which under the facts and circumstances constitutes an unreasonable period of time; or

(6) Dealer assigns this Agreement without written approval of company.

(7) Dealer's death.

All references to Dealer hereinabove, in the event Dealer is a corporation, shall refer to individuals primarily operating the service station(s) involved with this Agreement at the time of the commencement of this Agreement.

(c) Waiver by Company of one or more breaches or defaults hereunder shall not be deemed to be a waiver of any other or continuing breach or default hereunder. No modification of this Agreement, and no waiver of any provision hereof, shall be

binding on Company unless in writing and signed by Company. Termination of this Agreement shall not relieve Dealer of responsibility for obligations incurred prior to termination. Upon termination of this Agreement, subject to any valid requirements of any applicable statute, neither Company nor any incoming Dealer shall have any obligation to purchase from Dealer any of Dealer's inventory, tools, equipment or supplies.

(d) Company may avail itself of any other rights and remedies provided under the Petroleum Marketing Practices Act (15 USC 2801, et seq.). Should Company be charged lost profits by Shell, Dealer shall be responsible to Company for the same and in this regard Dealer agrees to indemnify, defend and hold harmless Company, its directors, officers, employees and agents, for and against any lost profits charged, or otherwise claimed by Shell against Company. In the event the Company shall terminate the Agreement, no lost profits shall be recoverable by Dealer.

(e) No claim shall be made to recover consequential damages except as provided herein.

(f) Concurrent with this Agreement, the Parties are entering into a Dealer Incentive Agreement and Promissory Note whereby Dealer is receiving certain Brand Producer incentive benefits through Company. If Dealer breaches or otherwise terminates this Agreement, Dealer agrees to repay Company as set forth in the Dealer Incentive Agreement with interest thereon at the rate of 15% per annum on all unpaid balances from the date said sums are owed or owing.

8. ASSIGNMENT/SALE/LEASE

(a) This Agreement is personal to Dealer, and Dealer shall not, without Company's prior written consent assign this Agreement, or any interest therein (either voluntarily or by operation of law) by assignment or other arrangements having similar effect or become associated with any other person, directly or indirectly, as a partner or otherwise in regard to Dealer's interest or operations under this Agreement. Dealer may transfer its interest to operate this service station provided that another credit-worthy operator additionally assumes the obligations of this Agreement, subject to the consent of Company, which consent shall not be unreasonably withheld, and subject to the understanding that Dealer shall remain obligated to all the terms and conditions of this Agreement (including Company's right of first refusal below) following such assignment.

(b) Except to underlying land owner or family members, Dealer shall not sell, lease or transfer Dealer's undivided interest in said property without first giving written notice to Company or their assigns. The notice shall set forth the purchase price (lease terms) terms of payment and other terms of sale (lease) and the identity of any proposed purchaser (lessee). In no event shall the Dealer offer to sell (lease) less than all of its undivided interest in said property. Company or their assigns shall have a period of thirty (30) days after receipt of mailing of said notice to acquire such interest at the price and upon the same terms set forth in the notice.

(c) In the event Company or their assigns do not elect to purchase (lease) the offered interest, the Dealer giving the notice to sell (lease) shall have the right to sell (lease) said interest to a third Party on the same terms as set forth in the notice for a period of forty-five (45) days following mailing of the notice of rejection or the expiration of the thirty (30) days period, whichever is earlier. After expiration of the period to complete the sale (lease) to the third Party, the Dealer giving notice shall not sell, lease or transfer the interest without again complying with the terms stated hereinabove.

9. INSURANCE

(a) Dealer shall maintain, at Dealer's own expense during the term hereof, insurance with respect to Dealer's business, the Premises and all activities on or about or in connection with the Premises of the types and in the minimum amounts described generally as follows:

(1) Comprehensive General Liability Insurance (bodily injury and property damage) of not less than \$1,000,000.00 combined single limit per occurrence, including explosion hazard, personal injury, Premises-operations, products and completed operations, blanket contractual; and

(2) Environmental Impairment Liability Insurance (bodily injury and property damage) of not less than \$1,000,000.00 combined single limit of liability, including pollution and cleanup costs; and

(3) Any other insurance or surety bonding that may be required by applicable Federal, state and local laws and regulations; and

(b) The insurance required under clauses (1), (2) and (3) of subsection (a) above shall include Company as an additional insured.

(c) The insurance required above shall provide that no cancellation or material change in any policy shall become effective except upon thirty (30) days prior written notice to Company.

(d) The insurance companies shall have no recourse against Company, or any other additional insured, for payment of any premiums or assessments under any policy issued to Company.

(e) Upon request, Dealer shall promptly furnish certificate satisfactory to Company as evidence that the insurance required under this Section.

(f) Dealer's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

10. NOTICE

All notices under this Agreement shall be in writing and shall be posted by certified mail or personally delivered to Company at 3125 N.W. 35th, Portland, Oregon, 97210 and to Dealer at the Premises or such other address as either Party may designate by written notice to the other in the manner herein provided.

11. ARBITRATION VENUE

Except for matters in which either Party is insured or entitled to be defended by an insurance company, or in which a third Party who has not agreed to arbitration is an indispensable Party or would be required to be joined as a party under the standards set out in the Oregon Rules of Civil Procedure 29, the Parties agree to submit any matters in dispute to binding arbitration. The parties agree to submit such claims or disputes through a local arbitration service such as the Arbitration Service of Portland or the United States Mediation and Arbitration Service, and the Parties agree to follow all rules of substance and procedure provided by such agency so selected by the Party first to notify the other in writing of its request for arbitration of any claim or dispute. Venue for all proceedings under this paragraph shall be in Multnomah county Oregon and Oregon law shall govern this Agreement. The substantially prevailing Party in any legal proceeding shall be entitled to recover its reasonable costs of said claim, including reasonable attorney's and consultants' fees. Judgment upon the arbitration award may be entered in any court having jurisdiction, and shall be final and binding. No challenge to the award shall be allowed except pursuant to ORS Chapter 36 (or as amended).

12. ATTORNEY'S FEES COSTS AND INTEREST

If either Party is required to enforce the terms of this Agreement, the substantially prevailing Party shall be entitled to recover its reasonable attorneys' and consultants' fees and all sums owed to Company with interest thereon at 1.5% from the date that such costs are incurred. If a Party substantially prevails on some aspects of such action but not others, a court (or arbitrator) may apportion any award of costs or attorney's fees in such manner as it deems equitable.

13. COMPLIANCE WITH LAWS; SEVERABILITY OR PROVISIONS

Both Parties intend that this Agreement comply with statutory or common law and agree that if any section, sentence, paragraph, clause or combination of same is in violation of any law, then such sentence, paragraph, clause or combination of same shall be inoperative and the remainder of this Agreement shall remain binding upon the Parties. Should one Party conclude that the remaining portions of this Agreement are inadequate to properly define the rights and obligations of the Parties ("Concluding Party"), the Concluding Party may notify the other Party of its intent to terminate this Agreement, setting forth the specific reasons that the remaining terms in the Agreement are inadequate. Should the Parties disagree, the Concluding Party may, after thirty (30)

days written notice to the other Party, submit this issue to arbitration in accordance with Paragraph 11, above.

14. NEW OR CHANGED REGULATIONS

(a) The Parties enter into this agreement in reliance on regulations, laws and arrangements with governments or governmental instrumentalities (hereinafter called "regulations") in effect on the date of execution hereof affecting the products (including the wholesale distribution and retail facilities used therefor) sold hereunder insofar as said "regulations" affect Dealer, Company or Company's suppliers. If the effect of any change in any regulation or of any new regulation (i) is not covered by any other provision of this Agreement, and (ii) in the affected Party's judgment, either (A) has an adverse effect upon the Party (or, if Company, upon Company's suppliers) or (B) increases the risk to the Party of performance under this Agreement the affected Party may request renegotiation of the terms of this Agreement, to be completed within sixty (60) days of written request therefor, failing which the affected Party shall have the right to terminate this Agreement effective no less than thirty (30) days after the end of the said sixty (60) day period.

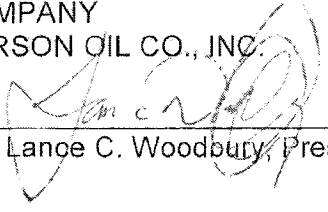
(b) Such right to request renegotiation or upon failure to agree, to terminate, shall without limitation also be available if regulations: (i) prohibit Company from increasing prices of products covered by this Agreement to reflect increases in Company's costs of the fair market value of such products; or (ii) to undertake to regulate the prices of recipients of products covered by this Agreement.

15. ENTIRE AGREEMENT

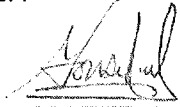
This Agreement and Exhibits B and C, attached, are intended by the Parties to be the final, complete and exclusive statement of their agreement about the matters covered herein. Any amendments or modifications must be in a writing signed by both Parties. This Agreement includes all Exhibits attached. THERE ARE NO ORAL UNDERSTANDINGS REPRESENTATIONS OR WARRANTIES AFFECTING IT.

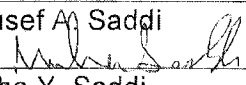
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this 12 day of August, 2017. (Nobry)

COMPANY
CARSON OIL CO., INC.

By: 
Lance C. Woodbury, President

DEALER

By: 
Yousef A. Saddi

By: 
Nuha Y. Saddi

By: _____
George Y. Saddi

days written notice to the other Party, submit this issue to arbitration in accordance with Paragraph 11, above.

14. NEW OR CHANGED REGULATIONS

(a) The Parties enter into this agreement in reliance on regulations, laws and arrangements with governments or governmental instrumentalities (hereinafter called "regulations") in effect on the date of execution hereof affecting the products (including the wholesale distribution and retail facilities used therefor) sold hereunder insofar as said "regulations" affect Dealer, Company or Company's suppliers. If the effect of any change in any regulation or of any new regulation (i) is not covered by any other provision of this Agreement, and (ii) in the affected Party's judgment, either (A) has an adverse effect upon the Party (or, if Company, upon Company's suppliers) or (B) increases the risk to the Party of performance under this Agreement the affected Party may request renegotiation of the terms of this Agreement, to be completed within sixty (60) days of written request therefor, failing which the affected Party shall have the right to terminate this Agreement effective no less than thirty (30) days after the end of the said sixty (60) day period.

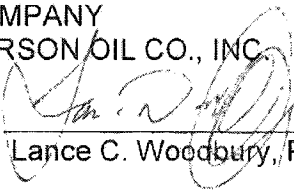
(b) Such right to request renegotiation or upon failure to agree, to terminate, shall without limitation also be available if regulations: (I) prohibit Company from increasing prices of products covered by this Agreement to reflect increases in Company's costs of the fair market value of such products; or (ii) to undertake to regulate the prices of recipients of products covered by this Agreement.

15. ENTIRE AGREEMENT

This Agreement and Exhibits B and C, attached, are intended by the Parties to be the final, complete and exclusive statement of their agreement about the matters covered herein. Any amendments or modifications must be in a writing signed by both Parties. This Agreement includes all Exhibits attached. THERE ARE NO ORAL UNDERSTANDINGS REPRESENTATIONS OR WARRANTIES AFFECTING IT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this 18th day of August, 2017.

COMPANY
CARSON OIL CO., INC.

By: 
Lance C. Woodbury, President

DEALER

By: _____
Yousef A. Saddi

By: _____
Nuha Y. Saddi

By: 
George Y. Saddi

Notary

COMPANY ACKNOWLEDGMENT

STATE OF OREGON)
)ss.
County of Multnomah)

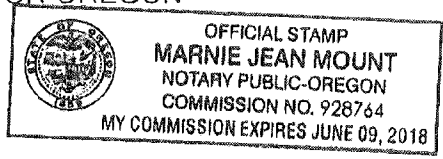
PERSONALLY APPEARED the above-named LANCE C. WOODBURY and acknowledged the foregoing to be his voluntary act and deed in his capacity as President of CARSON OIL CO., INC., dba Carson (COMPANY) this 18th day of August, 2017.

Marnie Jean Mount

NOTARY PUBLIC FOR OREGON

DEALER ACKNOWLEDGMENT

STATE OF OREGON) CA
)ss
County of Sacramento)



PERSONALLY APPEARED the above-named Yousef A. Saddi and acknowledged the foregoing to be his voluntary act and deed in his capacity as General Manager (DEALER), or, in the event Dealer is not a corporation, then individually, as the case may be, this 18 day of August, 2017.

Hiba Musallam

NOTARY PUBLIC FOR OREGON

DEALER ACKNOWLEDGMENT

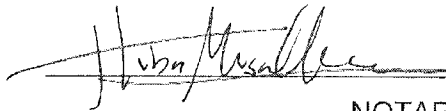
(Notary)

STATE OF OREGON) C.A

)ss

County of Sacramento)

PERSONALLY APPEARED the above-named Nuha Y. Saddi and acknowledged the foregoing to be his voluntary act and deed in his capacity as General Manager (DEALER), or, in the event Dealer is not a corporation, then individually, as the case may be, this 18 day of August, 2017.



NOTARY PUBLIC FOR OREGON

DEALER ACKNOWLEDGMENT

STATE OF OREGON)

)ss

County of _____)

PERSONALLY APPEARED the above-named George Y. Saddi and acknowledged the foregoing to be his voluntary act and deed in his capacity as General Manager (DEALER), or, in the event Dealer is not a corporation, then individually, as the case may be, this _____ day of _____, 2017.

NOTARY PUBLIC FOR OREGON

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

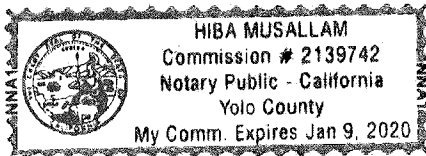
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Sacramento)
 On August 18, 2017 before me, Hiba Musallam, Notary Public —
Date Here Insert Name and Title of the Officer
 personally appeared Yousef A. Saddi, Nuha Y. Saddi —
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Hiba Musallam
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
 Document Date: _____ Number of Pages: _____
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

DEALER ACKNOWLEDGMENT

STATE OF OREGON)

)ss

County of _____)

PERSONALLY APPEARED the above-named Nuha Y. Saddi and acknowledged the foregoing to be his voluntary act and deed in his capacity as General Manager (DEALER), or, in the event Dealer is not a corporation, then individually, as the case may be, this _____ day of _____, 2017.

NOTARY PUBLIC FOR OREGON

DEALER ACKNOWLEDGMENT

STATE OF OREGON)

)ss

County of _____)

PERSONALLY APPEARED the above-named George Y. Saddi and acknowledged the foregoing to be his voluntary act and deed in his capacity as General Manager (DEALER), or, in the event Dealer is not a corporation, then individually, as the case may be, this _____ day of _____, 2017.

Please see attached

NOTARY PUBLIC FOR OREGON

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

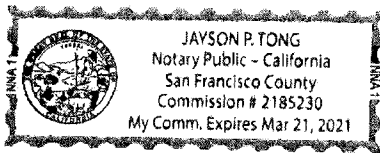
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of San Francisco)
 On August 18, 2017 before me, Jayson P. Tong, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared George Y. Saddi
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
 Document Date: _____ Number of Pages: _____
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

**EXHIBIT A
(TO DEALER SUPPLY AGREEMENT)
LEGAL DESCRIPTION OF REAL PROPERTY**

EXHIBIT B

REGULATION OF FUELS AND FUEL ADDITIVES

Dealer shall strictly comply with the regulations of the Environmental Protection Agency ("EPA") promulgated as Part 80 - REGULATION OF FUELS AND FUEL ADDITIVES, of Chapter I, Title 40, Code of Federal Regulations ("C.F.R."), and with any applicable state regulations covering the Products, as amended from time to time (the "Regulations"), including, but not limited to, those obligations set forth below. "Gasoline," "Diesel Fuel," and other terms used in this exhibit have the same meanings as defined in the Regulations. With respect to Dealer's Outlet, Company and Dealer agree as follows:

(a) Company's Responsibilities. Company may:

(1) Continuing for the period as Company, in Company's sole judgment, deems appropriate, take periodic samples from the Product dispenser(s) at Dealer's Outlet and test such samples to determine whether the Products are in compliance with the Regulations. Any such sampling and testing will not relieve Dealer of any obligation Dealer has under the Agreement or by Law to sell, dispense and offer for sale only Products complying with the Regulations.

(2) Give prompt notice and details to Dealer (by telephone, followed by formal notice) if any test performed under (1) above, or through other circumstances known to Company, indicates that the Product inventory at Dealer's Outlet is not in compliance with the Regulations. Company shall cooperate with Dealer in any further action taken that is necessary (including pump out) to restore the availability of complying Products. The costs of any such further action, including further sampling and testing, will be at Dealer's expense if the cause of contamination was within Dealer's control.

(b) Dealer's Responsibilities.

(1) No unleaded branded gasoline may be mixed with any gasoline containing lead anti-knock agents. Unleaded branded gasoline may not be sold as any unleaded branded gasoline that is mixed with lead anti-knock agents.

(2) No leaded gasoline (i.e. gasoline containing unlawful amounts of lead or phosphorus) will be introduced into any motor vehicle which is labeled "UNLEADED GASOLINE ONLY" or which is equipped with a gasoline tank filler inlet which is designed for the introduction of unleaded gasoline only.

(3) Gasoline may not be sold, offered for sale, supplied, dispensed, offered for supply, transported, or be caused to be transported, in which the Reid Vapor Pressure exceeds the legally applicable standard or where the oxygen content is below the legally applicable standard. Dealer shall not sell, offer for sale, dispense, supply, offer for supply, or transport reformulated gasoline which is below the legally applicable standard under the Law for the geographical area and time period in which such gasoline is intended to be dispensed to motor vehicles.

(4) Diesel fuel for use in motor vehicles may not be sold, offered for sale, supplied, dispensed, offered for supply, transported, or be caused to be transported, unless the diesel fuel (i) has a sulfur percentage, by weight, no greater than 0.05 percent, (ii) has a cetane index of at least 40, or a maximum aromatic content of 35 volume percent, (iii) is free of visible evidence of the dye 1,4-dialkylamino-anthraquinone and (iv) is free of visible evidence of the dye solvent red 164 unless it is used in a manner that is tax-exempt as defined under section 4082 of the Internal Revenue Code.

(5) Gasoline may not be sold, offered for sale, supplied, offered for supply, transported, or be caused to be transported, unless such gasoline is additized in accordance with the requirements of 40 C.F.R. section 80.161, as may be amended from time to time.

(6) An oversight compliance program must be established and enforced to assure that Dealer (including the employees, agents or Contractors of Dealer) will not cause, allow, or permit the gasoline or diesel to not be in compliance with the Regulations or become contaminated with any other gasoline or diesel fuel product or foreign substance, at any time after delivery by or for Company to Dealer. The oversight program must include periodic sampling and testing of the Product inventory; securing the manhole covers, fill line caps and dispensers to avoid authorized entry or use; and supervising and instructing those employees and others having access to the gasoline or diesel fuel system regarding proper procedures to prevent the Products from becoming non-compliant with the Regulations and to prevent contamination of the Products.

(7) Dealer shall give prompt notice and details to Company (by telephone to Company's Region office) of (i) the EPA's or state agency's taking a sample of any Product at Dealer's Outlet to test for compliance with the Regulations and (ii) receipt of any test results from any such sampling.

(8) Dealer shall give prompt notice and details to Company (by telephone to Company's Region office, followed by formal notice) of any circumstance or occurrence at Dealer's Outlet which reasonably could cause the Products or dispensing equipment to not be in compliance with the Regulations. Upon discovery of any such condition the Products may not be sold, dispensed, or offered for sale until Company and Dealer can mutually determine by sampling, testing, or other

means whether the Product is in compliance and, if found to be not in compliance, take such further action as is necessary (including pump out) to restore the availability of a complying Product. The sampling, testing, or further action will be at Dealer's expense if the cause of contamination was within the control of Dealer.

(9) If the Laws relating to UST systems or those set forth in this exhibit are not complied with by Dealer, based upon evidence satisfactory to Company, Company may, in addition to other rights or remedies available to Company, suspend deliveries of the affected Products to Dealer and enter Dealer's Outlet to take such appropriate action, in Company's sole judgment (including padlocking the pump dispensers), to avoid any violation of this Agreement or the Regulations.

(10) Dealer certifies that Dealer has read, understands, and is fully informed of the relevant Regulations pertaining to the Products, and Dealer shall fully comply with the provisions thereof whether or not such other obligations are referred to or restated in this Agreement.

EXHIBIT C

DEALER INVENTORY CONTROL PROGRAM

This is to advise you of Carson Oil Co., Inc.'s (hereafter referred to as "Company") comprehensive environmental program and to establish current standards for maintaining and monitoring retailer inventory control at your station and for protecting you financially against product loss from tank leaks.

Product Loss Implications

Federal, state and local laws regarding water and ground pollution, as well as the increased interest of the public and the news media in any type of pollution, make it necessary that Company and its service station retailers exert every reasonable effort to prevent product leaks and spills at their facilities. Furthermore, the potential impact of a product loss is staggering: businesses, homes, and schools could be shut down; recreational areas can be affected; and drinking water might be contaminated. In addition, fines and penalties can range up to \$10,000 per tank per day and the costs for product recovery and claim settlements can run into millions of dollars. The consequences should not be taken lightly by any of us.

Company's Comprehensive Environmental Program

Accordingly, Company has developed and committed itself to a comprehensive environmental control program aimed at minimizing the risk of product loss. The program addresses equipment and installation standards, as well as on-going monitoring, leak detection, record keeping and reporting requirements. Our efforts, however, cannot solve this problem without your full cooperation in maintaining methodical daily inventory control, including daily reconciliation of physical inventory readings with sales records and delivery receipts, and immediate reporting of evidence or suspicion of leaks to us so that appropriate remedial action can be taken. You must also use one or a combination of the following monthly leak detection methods: automatic tank gauging, monitoring of soil vapors or liquids in ground water; interstitial monitoring (between tank and secondary barrier); or any other method that meets the requirements of 40 C.F.R. S 280.43. Because of the grave consequences that can result from an underground tank leak, we invite your attention to and emphasize the importance of your obligation in this matter and advise you of our intent to monitor the integrity of the underground storage facilities by periodically performing a review of your inventory control records and procedures and, if we deem it necessary, a physical inventory or inspection of tanks and equipment owned by the Company at your stations. This is being done so that Company may limit the effects of any tank leaks which might be discovered. However, your daily actions will be the backbone of an effective leak prevention program.

In order to protect both you and Company and fully comply with existing laws and regulations, you must, at a minimum, ensure that the following inventory control procedures are adhered to.

Check the underground storage tanks daily for leakage and water.
Check the underground storage system monthly for leakage by using one of the required leak detection methods mentioned earlier.
Observe all motor fuel deliveries to ensure that there are no overspills or that spills are immediately detected and reported to Company.
Maintain regular inventory control records in accordance with Company's recommendations and permit Company to examine such records.

Also, you may be responsible for making repairs or replacements, which are ordinarily Company's responsibility, if you are negligent or do not give Company prompt notice of each such repair or replacement required. Moreover, you are required to protect Company against any loss from, and to immediately report any accident to, any person or property arising from your operations on the Premises.

Procedures for Product Deliveries

Your maintenance of the daily and monthly inventory systems, as discussed above, will help protect both you and Company against any costly product losses and reduce the risks of injury to persons and property, imposition of fines, etc., which can result from an undetected leak. In addition, you must ensure that the following procedures are adhered to for all motor fuel deliveries:

Gauge tanks prior to deliveries to ensure that there is available storage capacity for the amount of product to be delivered.

Make sure that all delivery trucks are checked prior to delivery to determine if compartments are loaded to markers and after delivery to determine if truck is empty.

Take and record stick readings just prior to and immediately after each delivery. In the case of manifold tanks, sufficient time should be allowed for product equalization.

Constantly watch all deliveries of product to ensure that the tank can hold the product and that no overfill results.

Immediately contain and clean up any spills of 25 gallons or less. Spills of any size must be immediately reported to Company.

Product Loss Protection

For tanks and equipment owned by Company, our current policy is to protect any lessee-retailer against product loss not caused by the retailer's negligence from line or tank leaks or from overfills from the date the retailer gives telephone notification (promptly confirmed by written notification) to us of a suspected product loss,

inventory discrepancy or overfill, provided the retailer is otherwise in compliance with his Agreement obligations. In this regard and in compliance with the retailer inventory control program, you must notify us immediately of any overfill or of any inventory discrepancies for a single product, particularly whenever a variation (loss or gain) occurs in excess of one percent (1%) of flow-through plus 130 gallons for any month. Out of necessity this is a general guideline. In some cases, inventory discrepancies of lesser amounts or for shorter periods - such as daily or weekly discrepancies - would warrant investigation. You should immediately advise us any time you suspect a product loss or question an inventory discrepancy, even though the variation may be less than the notification level mentioned above.

Procedures to Follow Upon Discovery of Suspicion of Product Loss or Related Claims

Upon receiving any notification from you of any suspected or actual spill or product loss, we will immediately assist you in investigating, correcting and/or reporting the problem to the proper authorities. Furthermore, you shall notify us immediately of any claim or threatened claim related to such spill or product loss, or of any newly discovered fact related to such spill or product loss. Additionally, you must adhere to the following procedures and any other reasonable recommendations we may make at the first indication of an underground leak:

After immediate telephone notification to us, promptly send written confirmation notifying us of the product loss.

Make your inventory control records immediately available for our inspection and review.

Confirm that all fill caps are kept locked.

Check that all pump/dispenser computer weights and measures seals are intact and report any suspect seals to us.

Refuse further product deliveries until equipment is investigated by us and found to be safe to receive motor fuel.

We will, if appropriate, test underground systems, make any necessary reports and arrange for any needed repairs or replacements. Such work will be done at our expense unless you have been negligent or are otherwise responsible.

Inspection/Retention of Records

At various intervals, we will expect to inspect your records relating to daily and monthly inventory controls and/or your leak detection system to verify your compliance with our retailer inventory control program. You are required by law to maintain at the Premises, the following records:

All leak detection performance and maintenance information, including the last year's worth (12 months) of monthly monitoring results, the most recent tightness test, and copies of manufacturers' performance claims and maintenance schedules,

All documents concerning tank system repairs,
A corrosion expert's analysis of the corrosion potential at your location (if you do not use corrosion protection equipment),
The latest two inspections of all cathodic protection systems, and the last three 60-day inspections of impressed current systems, and
All information related to notices filed with federal or state agencies concerning underground tanks and piping, including installation, site inspections and cleanup actions.

Failure by you to permit inspection and review of the above records upon reasonable request by us will place you in violation of your lease and/or supply agreement. Your records evidencing methodical daily inventory control, as discussed herein above, must be retained for our inspection and review for at least one year, or longer upon special request by us or if indicated above. Records which have not been currently prepared on a daily basis will not be deemed acceptable for any purpose hereunder.

Conclusion

You, as an independent business person, have the responsibility for the safe and lawful operation of your service station. Careful attention to daily inventory control and prompt action if a gasoline loss is suspected will insure quick repair, avoidance of financial loss and the safety of our neighbors and the environment.

Please review the foregoing carefully so that you understand it, and if you have any questions, discuss them with me.

Please acknowledge your receipt of and agreement to the terms of this program by signing and dating in the space provided and returning one copy to us for our records. The other copy provided should be retained for your files and future reference.

RECEIVED AND AGREED TO THIS 18th DAY OF
August, 2017.

By: 
Yousef A. Saddi

By: 
Nuha Y. Saddi

By: _____
George Y. Saddi

All documents concerning tank system repairs,
A corrosion expert's analysis of the corrosion potential at your location (if you do not use corrosion protection equipment),
The latest two inspections of all cathodic protection systems, and the last three 60-day inspections of impressed current systems, and
All information related to notices filed with federal or state agencies concerning underground tanks and piping, including installation, site inspections and cleanup actions.

Failure by you to permit inspection and review of the above records upon reasonable request by us will place you in violation of your lease and/or supply agreement. Your records evidencing methodical daily inventory control, as discussed herein above, must be retained for our inspection and review for at least one year, or longer upon special request by us or if indicated above. Records which have not been currently prepared on a daily basis will not be deemed acceptable for any purpose hereunder.

Conclusion

You, as an independent business person, have the responsibility for the safe and lawful operation of your service station. Careful attention to daily inventory control and prompt action if a gasoline loss is suspected will insure quick repair, avoidance of financial loss and the safety of our neighbors and the environment.

Please review the foregoing carefully so that you understand it, and if you have any questions, discuss them with me.

Please acknowledge your receipt of and agreement to the terms of this program by signing and dating in the space provided and returning one copy to us for our records. The other copy provided should be retained for your files and future reference.

RECEIVED AND AGREED TO THIS 18th DAY OF
August, 2017.

By: _____
Yousef A. Saddi

By: _____
Nuha Y. Saddi

By: _____
George Y. Saddi

Exhibit "B"

DEALER INCENTIVE PROGRAM AGREEMENT

DEALER

("Dealer") Name: Joey's Gas and Mini Mart, an assumed business name and Yousef A. Saddi, Nuha Y. Saddi and George Y. Saddi

DEALER'S OUTLET

Address: 2564 S. 6th St., Klamath Falls, OR 97601-4344

Type of Project: Shell Evolution Image Level 1 Refresh

THIS DEALER INCENTIVE PROGRAM AGREEMENT ("Agreement") is entered into as of the date of the last signature to this Agreement ("Effective Date") between Dealer and Carson Oil Co., Inc., dba Carson ("Company"). For good and valuable consideration, which is acknowledged by the Parties and includes, but is not limited to, the Refresh Work and the Incentive Monies as set forth herein, the Parties agree as follows:

1. PROJECT COSTS:

- (a) Company shall refresh the Dealer Outlet using incentive monies as set forth in paragraph 2 below as follows ("Refresh Work"); and

REFRESH WORK	PROJECT COSTS
Shell Evolution Image Level I upgrade, as outlined on Double R Products bid attached, dated 6/21/2017.	
	\$44,786.00
4 Gilbarco 3+0's Encore 700S as detailed in NW Pump bid dated 7/20/2017.	\$58,150.16
Dispenser replacement/diesel addition/scope of work, as detailed in 4C's Environmental bid dated 6/12/2017.	\$11,324.00
Dispenser calibration, start up, program EPOS, test site as detailed in ANC/NWESTCO bid dated 6/14/2017.	\$2,668.00
Total:	\$116,928.16

DEALER INCENTIVE PROGRAM AGREEMENT

2. INCENTIVES:

- (a) Company shall pay \$116,928.16 project costs as up-front monies ("Up-Front Monies") and;
- (b) Dealer shall receive \$63,071.84 by "Company" once the Shell checklist is complete as set forth in paragraph 3, below.
- (c) For purposes of this Agreement, Incentives means the sum of paragraphs (a) – (b) above.

3. REQUIREMENTS OF DEALER. In consideration of the Refresh Work and the Incentive Monies, Dealer hereby agrees that:

- (a) Dealer's Outlet must remain branded Shell (Brand Producer) and be open for business for the resale of Brand Producer branded gasoline ("Products") purchased from Company for the term of this Agreement.
- (b) Dealer's Outlet must meet Company's image and appearance guidelines as specified in the Dealer Supply Agreement ("DSA") and continue to meet those guidelines.
- (c) Dealer and Company must have a current (unexpired) DSA.

4. BRAND COMMITMENT - TERM. Dealer's Outlet must remain branded Brand Producer through Company from the Effective Date of this Agreement and then for Ten (10) year(s) from the Shell Work Date ("Brand Commitment Period"). For purposes of this Agreement, the Shell Work Date means the first of the month following receipt of the final Shell checklist and receipt of the Up-Front Monies. The term of this Agreement expires when Dealer fulfills the Brand Commitment.

5. TAXES AND TAX DISCLAIMER. Dealer shall pay all income and other taxes, if any, associated with the Construction Work/Improvements paid for by Company to Dealer under this Agreement. The execution of Agreement is not a representation by Company that this transaction will be characterized as a loan or otherwise. Each party has the responsibility to consult with its own tax advisors to determine the appropriate characterization of this transaction for tax purposes.

6. DEFAULT. If prior to the expiration of the Brand Commitment Period Dealer's Outlet is debranded from the Brand Producer brand, this Agreement is terminated, or the DSA is terminated or not renewed ("Default Event"), Dealer shall, among other things, reimburse Company, within 30 days of Company's written notice:

(1) If the Default Event occurs anytime from the Effective Date of this Agreement through the end of the 5th year (60th month) of this Agreement:

- (i) 100% of the Incentives paid to Dealer; and

DEALER INCENTIVE PROGRAM AGREEMENT

(ii) the amount Company is required to pay to Brand Producer as a result of the Default Event including, but not limited to, Brand Producer "lost profits", as calculated in Brand Producer's Wholesale Marketer Facility Development Incentive Program Agreement with Company and as defined in subparagraph (3), below ("Lost Profits").

(2) If the Default Event occurs anytime during the seventh through twelfth year of this Agreement (from month 60 through the end of month 120):

(i) A sum that is equal to the number of full months remaining in the Brand Commitment Period from the date of the Default Event through expiration of the Brand Commitment Period divided by the total number of months in the Brand Commitment Period, multiplied by the Incentives paid to Dealer; and

(ii) the amount Company is required to pay to Brand Producer as a result of the Default Event including, but not limited to Lost Profits.

(3) Dealer acknowledges that Company expects Dealer's Outlet to be branded as Brand Producer for the entire term of the Brand Commitment Period and that Company's remedies under this article do not relieve Dealer of this obligation. Accordingly, in addition and without prejudice to Company's remedies, if prior to the expiration of the Brand Commitment Period Dealer's Outlet is rebranded to another brand, including without limitation a private brand or unbranded, Company will be entitled to all other remedies at law or under contract including, but not limited to Lost Profits charged to Company by Shell. The value of these Lost Profits as estimated by Shell are based upon the monthly gallon volume of 39,458 (gallons per month, or gpm) as follows:

Volume Bracket	Lost Profit Value
< 50,000 gpm	\$0
50,000 - <90,000 gpm	\$25,000.00
90,000 - <125,000 gpm	\$50,000.00
>125,000 gpm	\$75,000.00

The Parties hereto agree that the Lost Profits Value: (i) represents the result of their good faith effort to arrive at a reasonable forecast of Company's probable actual damages that would result from a Default Event; (2) represent an intended approximation, in as much as possible, of such potential actual damages; and (3) is not intended as any form of penalty but rather represents liquidated damages intended to avoid the time and expense of a protracted litigation.

7. RECORDS AND RIGHT TO INSPECT. To the extent reasonably necessary to observe and verify Dealer's compliance with this Agreement, Dealer grants to Company permission to enter and to inspect Dealer's Outlet, including the dispenser meters, and to examine the books and records as they relate to the sale and purchase of the Products at Dealer's Outlet. Dealer must keep these records for the term of this Agreement.

DEALER INCENTIVE PROGRAM AGREEMENT

8. SECURITY/PROMISSORY NOTE. To assure performance under this Agreement and, if necessary, secure repayment of the Incentives paid to Dealer, Dealer shall execute the promissory note attached and incorporated into this Agreement as Exhibit A ("Promissory Note").

The Promissory Note will be for an amount up to and including the total amount to be paid by Dealer under Article 6(a) of this Agreement and must be made payable to the order of Company by Dealer in the manner prescribed therein. This does not, however, preclude Company from also seeking Rebrand Default Compensation as provided in Article 6(b).

9. SETOFF. If Dealer fails to make timely payment of any amount due Company under this Agreement, the DSA, or any other agreement between Dealer and Company, then, in addition to all other rights or remedies available, Company may setoff or equitably recoup against any amount then due Dealer under this Agreement, the DSA, or any other agreement between Dealer and Company.

10. TERMINATION. This Agreement automatically terminates without notice and Company is entitled to the Default Event remedies set forth in paragraph 6, above, if the DSA is terminated, not renewed or Dealer's Outlet is debranded from the Brand Producer brand; provided, however, if the parties mutually terminate the DSA and a new DSA is entered into covering Dealer's Outlet, this Agreement will remain in full force and effect. Dealer's obligations as set forth in Paragraph 6 and 8, above, and 12, below, survive termination of this Agreement.

11. ASSIGNMENT. Dealer may not assign its rights or obligations under this Agreement without Company's prior written consent.

12. CONFIDENTIALITY. The Parties to this Agreement understand and agree that this Agreement is confidential. Accordingly, neither Party may disclose the terms or provisions of this Agreement to any other party or entity except in the following circumstances: (i) if this Agreement is involved or concerned with any legal or administrative proceeding or filing; (ii) upon the issuance of any court order or any administrative or governmental request, directive or demand; or (iii) upon written consent from Company to Dealer, as applicable. Notwithstanding the foregoing, each Party may disclose the terms of this Agreement to directors, officers, employees, auditors, attorneys, consultants, insurers, advisors, subcontractors and agents who have a need to know the terms and conditions of this Agreement, provided, however each Party shall inform its Representatives of the confidential nature of this Agreement and shall be responsible for any breach of this Agreement by any of its Representatives.

13. ENTIRETIES/MODIFICATION/WAIVER. This Agreement cancels and supersedes all prior and contemporaneous representations, inducements, agreements, commitments, and undertakings with respect to the subject matter of this Agreement, except those written agreements relating to any indemnification, reimbursement, indebtedness, or debt security obligations (including, but not limited to, any security interest, security agreement, guaranty, mortgage, deed of trust, promissory note, Dealer Supply Agreement or UCC filing). Any waiver of any provision, or modification, of this Agreement must be in writing signed by the parties. Either party's delay or failure to enforce any provision of this Agreement or any course of dealing or trade custom or usage will not operate as a waiver of compliance with that provision or a waiver or estoppel of the party's right to enforce any other provision of this Agreement.

DEALER INCENTIVE PROGRAM AGREEMENT

14. REMEDIES. The remedies set forth in this Agreement are not exclusive but are cumulative and in addition to all other rights and remedies provided by law or equity, including, but not limited to, those under the DSA.

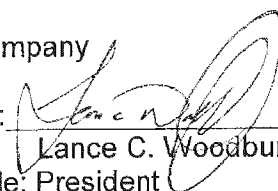
15. ARBITRATION, VENUE, ATTORNEYS' FEES. Except for matters in which either party is insured or entitled to be defended by an insurance company, or in which a third party who has not agreed to arbitration is an indispensable party or would be required to be joined as a party under the standards set out in the Oregon Rules of Civil Procedure 29 applicable law, the parties agree to submit any matters in dispute to binding arbitration. The parties agree to submit such claims or disputes to binding arbitration in Portland, Oregon through a local arbitration service such as the Arbitration Service of Portland or the United States Mediation and Arbitration Service, and the parties agree to follow all rules of substance and procedure provided by such agency so selected by the party first to notify the other in writing of its request for arbitration of any claim or dispute. Venue for all proceedings under this paragraph shall be in Multnomah county Oregon. The substantially prevailing party in any legal proceeding shall be entitled to recover its reasonable costs of said claim, including reasonable attorney's and expert's fees as determined by the arbitrator chosen through said process. Judgment upon the arbitration award may be entered in any court having jurisdiction, and shall be final and binding. No challenge to the award shall be allowed except pursuant to ORS 36.355 as allowed under applicable law.

16. APPROVALS. Neither this Agreement nor any subsequent agreement amending or supplementing this Agreement is binding unless a duly authorized representative of Company signs this Agreement, amendment, or supplement.

Executed on the date shown below.

Company

By:


Lance C. Woodbury

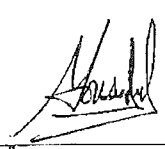
Title: President

8-18-17

Date

Dealer


By:


Yousef A. Saddi

Date

8.18.2017

By:


Nuha Y. Saddi

Date

8.18.2017

By:


George Y. Saddi

Date

DEALER INCENTIVE PROGRAM AGREEMENT

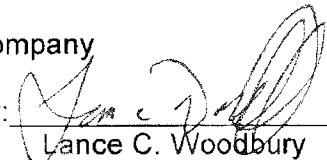
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15. ARBITRATION, VENUE, ATTORNEYS' FEES. Except for matters in which either party is insured or entitled to be defended by an insurance company, or in which a third party who has not agreed to arbitration is an indispensable party or would be required to be joined as a party under the standards set out in the Oregon Rules of Civil Procedure 29 applicable law, the parties agree to submit any matters in dispute to binding arbitration. The parties agree to submit such claims or disputes to binding arbitration in Portland, Oregon through a local arbitration service such as the Arbitration Service of Portland or the United States Mediation and Arbitration Service, and the parties agree to follow all rules of substance and procedure provided by such agency so selected by the party first to notify the other in writing of its request for arbitration of any claim or dispute. Venue for all proceedings under this paragraph shall be in Multnomah county Oregon. The substantially prevailing party in any legal proceeding shall be entitled to recover its reasonable costs of said claim, including reasonable attorney's and expert's fees as determined by the arbitrator chosen through said process. Judgment upon the arbitration award may be entered in any court having jurisdiction, and shall be final and binding. No challenge to the award shall be allowed except pursuant to ORS 36.355 as allowed under applicable law.

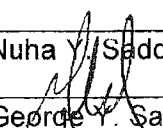
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Executed on the date shown below.

Company

By:  8-18-17
Lance C. Woodbury Date
Title: President

Dealer

By: Yousef A. Saddi Date
By: Nuha Y. Saddi Date
By:  8/18/17
George Y. Saddi Date

DEALER INCENTIVE PROGRAM AGREEMENT

EXHIBIT A PROMISSORY NOTE

All terms not specifically defined in this Promissory Note are defined in the Dealer Incentive Program Agreement ("Incentive Agreement") between Dealer and Company.

1. The undersigned promise personally and joint and severably, promises to pay to the order of Carson Oil Co., Inc., ("Company") the following sums if due: \$180,000.00.

In connection therewith, Dealer agrees that if the Retail Outlet is debranded or the Dealer Supply Agreement between the parties is terminated or is not renewed prior to expiration of the Brand Commitment Period ("Default Event"), Dealer shall reimburse Company within 30 days of Company's written notice as set forth in paragraph 6 of the Incentive Agreement.

2. If the undersigned, and each of the personally and joint and severably, fails to pay any sums as they come due under this Promissory Note, then interest will immediately accrue on the unpaid sums at a rate of 15% per annum or the maximum lawful rate, whichever is less, from the due date until paid in full, interest payable monthly.

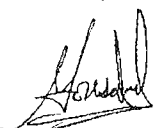
3. If this Promissory Note is placed by Company (or its assignee) with an attorney to institute legal proceedings to recover any unpaid principal or interest, or to protect the interests of the holder hereof, the undersigned, and each of the personally and joint and severably, shall pay all attorneys' fees and expenses, which fees will be fixed at 25% of the amount due or sued for, or claimed or sought to be protected or preserved.

4. The undersigned, and each of the personally and joint and severably, waives presentment for payment, demand, notice of nonpayment, protest, and all pleas of division and discussion and agrees that the payment hereof may be extended from time to time, one or more times, without notice.

5. Any waiver by Company of a breach of any term, provision, or condition of this Promissory Note is not a precedent, nor binds Company to any succeeding breach of the same or any other term, provision or condition of this Promissory Note.

Dealer

By:


Yousef A. Saddi


8.18.2017

Date

Tax ID#:

272-55-7691

By:


Nuha Y. Saddi

8.18.2017

Date

By:

George Y. Saddi

Date

DEALER INCENTIVE PROGRAM AGREEMENT

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3. If this Promissory Note is placed by Company (or its assignee) with an attorney to institute legal proceedings to recover any unpaid principal or interest, or to protect the interests of the holder hereof, the undersigned, and each of the personally and joint and severably, shall pay all attorneys' fees and expenses, which fees will be fixed at 25% of the amount due or sued for, or claimed or sought to be protected or preserved.

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5. Any waiver by Company of a breach of any term, provision, or condition of this Promissory Note is not a precedent, nor binds Company to any succeeding breach of the same or any other term, provision or condition of this Promissory Note.

Dealer

By: _____
Yousef A. Saddi Date

Tax ID#: _____

By: _____
Nuha Y. Saddi Date

By: _____
George Y. Saddi Date 8/18/17



Exhibit "C"

Sale Agreement # 1112022KL

COMMERCIAL REAL ESTATE SALE AGREEMENT

FINAL AGENCY ACKNOWLEDGMENT

1 Both Buyer and Seller acknowledge having received the Oregon Real Estate Agency Disclosure Pamphlet, and hereby acknowledge and consent
2 to the following agency relationships in this transaction:

3 Buyer's Agent(s)*: **Keith Lintner** Oregon License #: **201209291**
4 is/are the agent of (select one): ☒ Buyer exclusively ("Buyer Agency") ☐ Both Buyer and Seller ("Disclosed Limited Agency")
5 Name of Real Estate Firm(s)*: **Keller Williams Southern Oregon** Firm License #: **201227840**
6 Buyer's Agent's Office Address: **2237 S. 6th St., Klamath Falls, OR 97601**
7 Phone #1: **(541)891-1482** Phone #2: **(541)891-1482** E-mail: **Keith.lintner@kw.com**

8 Seller's Agent(s)*: **Tiffany Tavernier** Oregon License #: **201241369**
9 is/are the agent of (select one): ☒ Seller exclusively ("Seller Agency") ☐ Both Buyer and Seller ("Disclosed Limited Agency")
10 Name of Real Estate Firm(s)*: **EXP Commercial/ The Tavernier group** Firm License #:
11 Seller's Agent's Office Address: **222 Commercial St NE, Salem, OR 97301**
12 Phone #1: **(503)890-5371** Phone #2: E-mail: **tiffany.tavernier@thetaverniergroup.com**

13 *If Buyer's and/or Seller's Agents and/or Firms are co-selling or co-listing in this transaction, all Agent and Firm names should be disclosed
14 above.

15 If both parties are each represented by one or more Agents in the same Real Estate Firm, and Agents are supervised by the same principal broker
16 in that Real Estate Firm, Buyer and Seller acknowledge said principal broker will become the disclosed limited agent for both Buyer and Seller as
17 more fully explained in the Disclosed Limited Agency Agreements that have been reviewed and signed by Buyer, Seller, and Agent(s).

18 Buyer will sign this acknowledgment at the time of signing this Agreement before submission to Seller. Seller will sign this acknowledgment at the time this
19 Agreement is first submitted to Seller, even if this Agreement will be rejected or a counteroffer will be made. Seller's signature to this Final Agency
20 Acknowledgment will not constitute acceptance of this Agreement or any terms herein.

21 Buyer Jasbir Mehrok Print **Gold Hill Market LLC Jasbir Mehrok** Date **11/14/2022 | 9:28 PM PST**
22 Buyer AD545502C023455... Print Date
23 Seller Youseff Saddi Print **Youseff Saddi** Date **11-15-2022 9:38 AM PST**
24 Seller Nuha and Yousef Saddi Print **Nuha Saddi** Date **11-15-2022 9:38 AM PST**

COMMERCIAL REAL ESTATE SALE AGREEMENT

25 THIS AGREEMENT IS INTENDED TO BE A LEGAL AND BINDING CONTRACT. IF IT IS NOT UNDERSTOOD, SEEK COMPETENT LEGAL
26 ADVICE BEFORE SIGNING. FOR AN EXPLANATION OF THE PRINTED TERMS AND PROVISIONS IN THIS FORM, SELLER AND BUYER ARE
27 ENCOURAGED TO CLOSELY REVIEW THE DEFINITIONS AND MISCELLANEOUS SECTION BELOW. NO CHANGES OR ALTERATIONS ARE
28 PERMITTED TO ANY PORTION OF THE PRE-PRINTED FORMAT OR TEXT OF THIS FORM. ANY SUCH PROPOSED CHANGES OR
29 ALTERATIONS SHOULD BE MADE ON A SEPARATE DOCUMENT.

30 1. PARTIES/PRICE/PROPERTY DESCRIPTION: Buyer **Gold Hill Market LLC Jasbir Mehrok**
31 offers to purchase from Seller **Youseff Saddi, Nuha Saddi**
32 the following described real property (the "Property") situated in the State of Oregon, County of **Klamath**,
33 and commonly known or identified as (insert street address, city, zip code, tax identification number, lot/block description, etc.):
34 **2564 S 6th St., Klamath Falls, Or 97601**
35 **530973 3909-004AA-05400**
36 (If a complete legal description of the Property is not included in this Agreement, Buyer and Seller agree to use the legal description provided by
37 Escrow (defined in Section 18 - Escrow) for purposes of legal identification and conveyance of title.)
38 for the "Purchase Price" (in U.S. currency) of A \$ **1,700,000.00**
39 on the following terms: as earnest money, the sum of (the "Deposit") B \$ **10,000.00**
40 on as additional earnest money, the sum of (the "Additional Deposit") C \$
41 at or before Closing, the balance of the down payment D \$ **990,000.00**
42 at Closing and on delivery of the ☒ Deed ☐ Contract, the balance of the Purchase Price E \$ **700,000.00**
43 will be paid as agreed in the Financing Sections of this Agreement. (Lines B, C, D, and E should equal Line A)

Buyer Initials DS / Date **11/14/2022 | 9:28 PM PST**

Seller Initials Nuha/Yousef / Date **11-15-2022 9:38 AM PST**

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LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE OF BUYER AND/OR SELLER AND DATE

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Sale Agreement # 1112022KL

COMMERCIAL REAL ESTATE SALE AGREEMENT

2. FIXTURES/CONTROLS/KEYS/PERSONAL PROPERTY: Except as otherwise provided in this Section 2, (a) all fixtures, trade fixtures and essential related equipment (e.g., remote controls, and all keys related to the Property, including mailbox, outbuilding(s), etc.) are to be left upon the Property as part of the Property being purchased, and (b) all personal property located on the Property is excluded from this transaction.

The following fixtures and/or trade fixtures are excluded from the Property being purchased: **No exceptions**

The following personal property is included as a part of the Property and will be conveyed to Buyer in "AS-IS" condition at Closing, but free and clear of all liens and encumbrances, pursuant to the terms of Section 24.1 (Deed) below: **See attached addendum A**

(Attach inventory if necessary.) The price for the above-described personal property is (check one) ☐ included within the Purchase Price or ☐ \$ _____, which must be paid by Buyer at Closing. If for tax purposes the parties desire to separately state the price for each item of personal property included in this sale, the parties agree to attach a separate exhibit, jointly signed, identifying the stated value(s) of such personal property within ____ business days (five [5] if not filled in) following the Effective Date.

FINANCING

3. BALANCE OF PURCHASE PRICE (Select A or B):

Buyer represents that Buyer has liquid and available funds for the Deposit and down payment, and if an all cash transaction, the full Purchase Price, sufficient to Close this transaction and is not relying on any contingent source of funds (for example, from loans, gifts, sale or closing of other property, 401(k) disbursements, etc.), except as follows (describe): _____

- A.** ☐ **This is an all-cash transaction.** Buyer will provide verification ("Verification") of readily available funds as follows (select only one):
- ☐ Buyer has attached the Verification to this Agreement.
 - ☐ Buyer will provide Seller with the Verification within _____ Business Days (three [3] if not filled in) after the Effective Date;
 - ☐ Other (Describe): _____

If the Verification is not attached to this Agreement, Seller may Notify Buyer, in writing, of Seller's unconditional disapproval of the Verification within _____ Business Days (two [2] if not filled in) ("Disapproval Period") following its receipt by Seller. Provided, however, such disapproval must be objectively reasonable. On such disapproval, all Deposits will be promptly refunded to Buyer and this transaction will be terminated.

If Seller fails to provide Buyer with written unconditional disapproval of the Verification by 5:00 p.m. of the last day of the Disapproval Period, Seller will be deemed to have approved the Verification. If Buyer fails to submit a Verification within a time frame selected above, unless the parties agree otherwise in writing, all Deposits will be promptly refunded, and this transaction will be terminated.

- B.** ☒ **The Balance of the Purchase Price will be financed through one of the following loan programs (Select only one):**

☐ Conventional; ☐ FHA; ☐ Federal VA (Seller ☐ will ☐ will not agree to pay Buyer's non-allowable VA fees);

If FHA or Federal VA is selected, Buyer has attached OREF 097 FHA / Federal VA Amendatory Clause to this Agreement.

☒ Other (Describe): **Seller financed (See attached Seller carried addendum.)**

Buyer agrees to seek financing through a lending institution or mortgage broker (collectively, "Lender") participating in the loan program selected above.

Pre-Approval Letter.

☐ Buyer has attached a pre-approval letter from Buyer's Lender (a "Pre-approval Letter") to this Agreement;

☐ Buyer will provide Seller with the Pre-approval Letter within _____ Business Days (three [3] if not filled in) after the Effective Date;

☐ Other (Describe): _____

4.1 FINANCING CONTINGENCIES: If Buyer is financing any portion of the Purchase Price (the "Loan"), then this transaction is subject to the following contingencies (the "Financing Contingencies"): (1) Buyer and the Property will qualify for the Loan from Lender; (2) Lender's appraisal will not be less than the Purchase Price; (3) Buyer obtains the Loan from Lender, unless failure to obtain the Loan is due to the fault of Buyer; and, (4) Other (Describe): _____

Except as provided in this Agreement, all Financing Contingencies are solely for Buyer's benefit and may be waived by Buyer in writing at any time.

4.2 FAILURE OF FINANCING CONTINGENCIES: If Buyer receives actual notification from Lender that any Financing Contingencies have failed or otherwise cannot occur, Buyer will promptly notify Seller, and the parties will have _____ Business Days (two [2] if not filled in) following the date of Buyer's Notice to Seller to either (a) terminate this transaction by signing an OREF 057 Termination Agreement and terminate escrow by signing a

Buyer Initials DS / JM Date 11/14/2022 9:28 PM PST

Seller Initials NXENXS Date 11-15-2022 9:38 AM PST

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LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE OF BUYER AND/OR SELLER AND DATE

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Sale Agreement # 1112022KL

COMMERCIAL REAL ESTATE SALE AGREEMENT

similar agreement if required by Escrow; or (b) reach a written agreement on price and terms that will permit this transaction to continue. Seller and Buyer are not required under the preceding provision (b) to reach an agreement. If (a) or (b) fail to occur within the time period identified in Section 4.2 (Failure of Financing Contingencies), this transaction will be automatically terminated, and all Deposits will be promptly refunded to Buyer. Buyer understands that on termination of this transaction, Seller will have the right to place the Property back on the market for sale at any price and terms as Seller determines, in Seller's sole discretion.

4.3 BUYER'S OBLIGATIONS REGARDING FINANCING: Buyer represents to and agrees with Seller as follows:

(1) Not later than ____ Business Days (three [3] if not filled in) following the Effective Date, Buyer will submit to the Lender who provided the Pre-approval Letter a completed loan application for purchase of the Property. A "completed loan application" will include the following information: (i) Buyer's name(s); (ii) Buyer's income(s); (iii) Buyer's social security number(s); (iv) the Property address; (v) an estimate of the value of the Property, and (vi) the loan amount sought.

(2) If Buyer is satisfied with the Loan Estimate offered by Buyer's Lender, Buyer will so notify Lender within ____ Business Days (three [3] if not filled in - but not to exceed ten [10]) following Buyer's receipt of Lender's Loan Estimate. At Seller's request, Buyer will promptly notify Seller of the date of Buyer's signed notice of intent to proceed with the Loan.

(3) Buyer will thereafter complete all paperwork requested by the Lender, including payment of all application, appraisal, and processing fees, to obtain the Loan.

(4) Buyer will not replace the Lender or loan program selected in Section 3.B. without Seller's written consent, which may be withheld in Seller's sole discretion.

(5) Following submission of Buyer's loan application, Buyer will keep Seller promptly informed of all material non-confidential developments regarding Buyer's financing and the time of Closing.

(6) Buyer will authorize the Lender to order the appraisal of the Property before expiration of the Inspection Period (defined at Section 9 - Inspections, or Section 1 of the OREF 058 Professional Inspection Addendum if applicable).

(7) Buyer authorizes Buyer's Lender to provide non-confidential information to Buyer's and Seller's Agents regarding Buyer's loan application status.

5. SELLER-CARRIED FINANCING: If the Seller is financing all or a portion of the Purchase Price through a land sale contract, promissory note and trust deed/mortgage, option, or lease-to-own agreement (a "Seller-carried Transaction"), Buyer and Seller are advised to review the OREF 032 Advisory Regarding Seller-Carried Transactions. Buyer and Seller agree to (select only one):

- ☒ Use the OREF 033 Seller-Carried Transaction Addendum and related forms; or
☐ Secure a mortgage loan originator ("MLO") or legal counsel to negotiate and draft the necessary documents.

Regardless of the option selected above, Seller and Buyer agree to reach a signed written agreement specifying the terms and conditions of such financing (for example, the down payment, interest rate, amortization, term, payment dates, late fees, and balloon dates) within 10 Business Days (ten [10] if not filled in) after the Effective Date ("Negotiation of Terms Period"). If Buyer and Seller fail to reach agreement by 5:00 p.m. on the last day of the Negotiation of Terms Period, all Deposits will be refunded to Buyer and this transaction will be automatically terminated. **Oregon law requires, unless exempted, that individuals offering or negotiating the terms must be an Oregon-licensed attorney or hold an MLO license. Your real estate agent is not qualified to provide these services or to advise you in this regard. Legal advice is strongly recommended.**

6.1 PROPERTY AND CASUALTY INSURANCE: Buyer is encouraged to promptly verify the availability and cost of property and casualty insurance that will be secured for the Property. Additionally, Lender may require proof of that insurance as a condition of a new loan.

6.2 FLOOD INSURANCE: If the Property is located in a designated flood zone, flood insurance may be required as a condition of a new loan. Buyer is encouraged to promptly verify the need, availability, and cost of flood insurance, if applicable. An Elevation Certificate ("EC") is the document used by the National Flood Insurance Program to determine the difference in elevation between a home or building and the elevation to which floodwater is anticipated to rise during certain floods. The flood insurance premium for a particular property is based on the EC. Whether a property in a flood zone requires an EC depends on when it was constructed. An EC must be prepared and certified by a land surveyor, engineer, or architect who is authorized by the local jurisdiction to certify elevation information. The costs and fees for an EC may range from a few hundred dollars to over a thousand.

If the Property requires an EC, it will need to be obtained prior to receiving a flood insurance quote. Additionally, a lender may require an EC as a condition of loan approval. For more information, go to www.fema.gov.

7. ADDITIONAL FINANCING PROVISIONS (for example, Closing Costs): _____

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Seller Initials N/S / Date 11-15-2022 9:38 AM PST

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Sale Agreement # 1112022KL

COMMERCIAL REAL ESTATE SALE AGREEMENT

CONTINGENCIES

8. TITLE INSURANCE: Within one (1) Business Day after the Effective Date, Seller or Seller's Agent will, at Seller's sole expense, order from the title insurance company selected at Section 18 (Escrow) below, a preliminary title report and copies of or links to all documents of record (the "Report and Documents") for the Property, and furnish them to Buyer using the Notification Method described in Section 31(2) (Miscellaneous) below. Unless otherwise provided in this Agreement, this transaction is subject to Buyer's review and approval of the Report and Documents. **If the Report and Documents are not fully understood, Buyer should contact the title insurance company for further information or seek competent legal advice. The Buyer's and Seller's Agents are not qualified to advise on specific legal or title issues.**

On receipt of the Report and Documents, Buyer will have 5 Business Days (five [5] if not filled in) within which to Notify Seller, in writing, of any matters disclosed in the Report and Documents which are unacceptable (the "Objections"). Buyer's failure to timely object in writing will constitute acceptance of the Report and Documents. However, Buyer's failure to timely object will not relieve Seller of the duty to convey marketable title to the Property pursuant to Section 24.1 (Deed) below. If within 5 Business Days (five [5] if not filled in) following Seller's receipt of the Objections, Seller fails to remove or correct any of the Objections, or fails to give written assurances reasonably satisfactory to Buyer of removal or correction prior to Closing, all Deposits will be promptly refunded to Buyer and this transaction will be terminated unless Buyer waives this contingency in writing. Within thirty (30) days after Closing, the title insurance company will furnish to Buyer an owner's standard form policy of title insurance insuring marketable title in the Property to Buyer in the amount of the Purchase Price, free and clear of the Objections, if any, and all other title exceptions agreed to be removed as part of this transaction.

(Note: This Section 8 (Title Insurance) provides that Seller will pay for Buyer's standard owner's policy of title insurance, which is customary in Oregon. In some areas of the United States, such a payment might be regarded as a "seller concession." Under the TILA-RESPA Integrated Disclosure ("TRID") rule, there are limitations, regulations, and disclosure requirements on "seller concessions," unless the product or service paid for by the Seller is one customarily paid by sellers in residential sales transactions. Accordingly, unless the terms of this Section 8 (Title Insurance) are modified in writing by Buyer and Seller, the parties agree and instruct Escrow that Seller's payment of Buyer's standard owner's policy of title insurance is not a "seller concession" under TRID.)

9. PROPERTY INSPECTIONS: Buyer understands it is advisable to have complete inspections of the Property by qualified licensed professionals relating to such matters as structural condition, soil condition/compaction/stability, survey, zoning, operating systems, suitability for Buyer's intended purpose, and environmental issues. The following list identifies some, but not all, environmental issues found in and around many properties that may affect health: asbestos, carbon monoxide, electric and magnetic fields, formaldehyde, lead and other contaminants in drinking water and well water, lead-based paint, mold and mildew, radon, and leaking underground storage tanks. If Buyer has any concerns about these conditions or others, Buyer is encouraged to secure the services of a licensed professional inspector, consultant, or health expert, for information and guidance. Neither Buyer's nor Seller's Agent are qualified to conduct such inspections and will not be responsible to do so. For further details, Buyer is encouraged to review the website of the Oregon Public Health Division at www.public.health.oregon.gov.

Select only one box below:

☐ **Licensed Professional Inspections:** At Buyer's expense, Buyer may have the Property inspected by one or more licensed professionals of Buyer's choice. However, Buyer must specifically identify in this Agreement any desired invasive inspections that may include testing or removal of any portion of the Property (for example, radon and mold).

Identify Invasive Inspections: _____

Buyer will restore the Property following any inspections or tests performed by Buyer or on Buyer's behalf. Buyer will have _____ Business Days (ten [10] if not filled in) after the Effective Date (the "Inspection Period"), in which to complete all inspections and negotiations with Seller regarding any matters disclosed in any inspection report. Buyer will not provide all or any portion of the inspection reports to Seller unless requested by Seller; but if Seller requests all or a portion of a report during this transaction or within thirty (30) days following termination, Buyer will promptly comply.

Seller will not be required to modify any terms of this Agreement. Unless a written agreement has already been reached with Seller regarding Buyer's requested repairs, Buyer may give Notice to Seller, using OREF 064 Notice of Buyer's Unconditional Disapproval, at any time during the Inspection Period, of Buyer's unconditional disapproval of the Property based on any inspection report, in which case all Deposits will be promptly refunded and this transaction will be terminated. If Buyer fails to provide Seller with written unconditional disapproval of any inspection report(s) by 5:00 p.m. of the final day of the Inspection Period, Buyer will be deemed to have accepted the condition of the Property. If prior to expiration of the Inspection Period, written agreement is reached with Seller regarding Buyer's requested repairs, the Inspection Period will automatically terminate unless the parties agree otherwise in writing.

☒ **Alternative Inspection Procedures:** Buyer has attached OREF 058 Professional Inspection Addendum to this Agreement.

Buyer Initials JS / Date 11/14/2022 9:28 PM PST

Seller Initials JS / Date 11-15-2022 9:38 AM PST

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Sale Agreement # 1112022KL

COMMERCIAL REAL ESTATE SALE AGREEMENT

☐ **Buyer's Waiver of Inspection Contingency:** Buyer represents to Seller and all Agents and Firms that Buyer is fully satisfied with the condition of the Property and all elements and systems thereof and knowingly and voluntarily elects to waive the right to have any inspections performed as a contingency to the Closing of the transaction. Buyer may conduct inspections for informational purposes only.

☐ **Buyer's Waiver of Inspections and Inspection Contingency:** Buyer represents to Seller and all Agents and Firms that Buyer is fully satisfied with the condition of the Property and all elements and systems thereof and knowingly and voluntarily elects to waive the inspection contingency and the right to have any inspections. Buyer's waivers are solely Buyer's decision and at Buyer's own risk.

☐ **Other Inspection Addendum:** _____

10. LEAD-BASED PAINT CONTINGENCY PERIOD: If the Property was constructed before 1978, then on or promptly after the Effective Date (the "Date of Delivery"), Seller will deliver to Buyer OREF 021 Lead-Based Paint Disclosure Addendum (the "Disclosure Addendum"), together with the EPA Pamphlet entitled "Protect Your Family From Lead in Your Home." Unless waived by Buyer in writing in the Disclosure Addendum, Buyer will have ten (10) calendar days (or other mutually agreed on period) commencing on the day following the Date of Delivery, within which to conduct a lead-based paint assessment or inspection (the "LBP Contingency Period"). Buyer may unconditionally cancel this transaction by written Notice to Seller ("Notice of Cancellation") transmitted at any time before midnight on the last day of the LBP Contingency Period. In that case, Buyer will receive a prompt refund of all Deposits. If requested by Seller, Buyer will deliver to Seller a copy of written reports or evaluations, if any, with the Notice of Cancellation.

Buyer's failure to deliver to Seller the Notice of Cancellation on or before midnight on the last day of the LBP Contingency Period will constitute acceptance of the condition of the Property as it relates to the presence of lead-based paint or lead-based paint hazards, and the LBP Contingency Period will automatically expire.

11. SELLER'S DOCUMENTS: (check one): ☐ Seller has previously delivered to Buyer copies of all documents containing material information about the Property Seller has in Seller's possession or control, including but not limited to documents and records relating to the ownership, operation and maintenance of the Property (hereinafter "Relevant Business Documents"). ☒ Seller agrees within 10 business days (ten [10] if not filled in) following the Effective Date, Seller will deliver to Buyer Relevant Business Documents. In addition to Relevant Business Documents, Seller shall, within the same period as provided in this Section 11 (Seller's Documents), deliver to Buyer the following additional information: All DEQ inspection reports, 2021 Taxes, All fuel tank information. Copy of Shell contract. Statement from Carson oil on the total gallonage purchased for 2022.

12. SELLER'S PROPERTY DISCLOSURE STATEMENT: Under Oregon law, Buyer has a right to revoke Buyer's offer (the "Revocation Right") unless this transaction is exempt or Buyer has waived the Revocation Right. Buyer may exercise the Revocation Right only in writing and only within five (5) Business Days after the Effective Date AND Seller has delivered to Buyer or Buyer's Agent a complete Seller's Property Disclosure Statement. However, Buyer may exercise the Revocation Right any time before receiving the Seller's Property Disclosure Statement, so long as Buyer does so before Closing. This provision supersedes any contrary terms in the Seller's Property Disclosure Statement.

No Seller's Property Disclosure Statement as noted in this provision is required for property that is commercial or vacant land. However, if the property includes, as part of the improvements, a one-to-four unit residential dwelling, the form should be utilized as required by statute.

CONDITIONS AND COMPONENTS OF THE PROPERTY

13. SELLER REPRESENTATIONS: Subject to other written disclosures made by Seller as a part of this transaction, Seller makes the following representations to Buyer:

- (1) Seller has full and complete authority to enter into this Agreement and convey the Property in accordance with the terms hereof.
- (2) Seller has no notice from any governmental agency of a condemnation, environmental, zoning or similar proceeding, existing or planned, which could affect the use, development, operation or value of the Property.
- (3) Seller has no knowledge of any hazardous substances in or about the Property.
- (4) Seller knows of no material structural defects in or about the Property.
- (5) All electrical wiring, heating, cooling, plumbing, irrigation equipment and systems, and the balance of the Property, including landscaping, if any, will be in substantially its present condition at the time Buyer is entitled to possession.
- (6) Seller has no notice of any liens or assessments to be levied against the Property.
- (7) Seller has no notice from any governmental agency of any violation of law relating to the Property.
- (8) Seller knows of no material discrepancies between visible lines of possession and use (such as existing fences, hedges, landscaping, structures, driveways, and other such improvements) currently existing on the Property offered for sale and the legal description of the Property.
- (9) Seller shall keep the Property fully insured through Closing.

Seller agrees to promptly notify Buyer if, prior to Closing, Seller receives actual notice of any event or condition that could result in making any previously disclosed material information relating to the Property substantially misleading or incorrect.

These representations are made to the best of Seller's knowledge. Seller may have made no investigations. Exceptions to items (1) through (8) are: _____ (For more exceptions see Addendum _____).

Buyer Initials JS / Date 11/14/2022 | 9:28 PM PST

Seller Initials JS / Date 11-15-2022 9:38 AM PST

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Sale Agreement # 1112022KL

COMMERCIAL REAL ESTATE SALE AGREEMENT

234 **Buyer acknowledges the above representations are not warranties regarding the condition of the Property and are not a substitute for, nor**
 235 **in lieu of, Buyer's own responsibility to conduct a thorough and complete independent investigation, including the use of professionals,**
 236 **where appropriate, regarding all material matters bearing on the condition of the Property, its value and its suitability for Buyer's intended**
 237 **use. Neither Buyer's nor Seller's Agents will be responsible for conducting any inspection or investigation of any aspect of the Property.**

238 **14. "AS-IS":** Except for Seller's agreements and representations in this Agreement or in the Seller's Property Disclosure Statement, if any, Buyer is
 239 purchasing the Property "AS-IS," in its present condition and with all defects, apparent or not apparent.

240 **15. APPROVED USES:** THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT
 241 PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES,
 242 MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST
 243 PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON
 244 TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO
 245 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009,
 246 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON
 247 ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO
 248 VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR
 249 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR
 250 STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND
 251 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON
 252 LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

253 **16. EXISTING LEASES:** The Property (check one): ☒ is ☐ is not subject to one or more existing leasehold interests, which Seller represents and warrants
 254 are current and free from default. If applicable, Seller agrees to deliver to Buyer complete and legible copies of the written lease(s) (including all amendments,
 255 individually and collectively the "Leases") for review within 3 business days (three [3] if not filled in) following the Effective Date. If Buyer is not satisfied with
 256 the Leases for any reason whatsoever, Buyer may terminate this Agreement by providing written notice to Seller within 5 business days (five [5] if not filled in)
 257 after Buyer's receipt of the Leases, in which case all earnest money deposits shall be promptly refunded and this transaction shall be terminated. If Buyer
 258 fails to terminate the transaction within this time period, Buyer shall be deemed to have accepted the Leases.

259 Seller agrees to obtain and deliver to Buyer for review, no later than 10 business days (ten [10] if not filled in) prior to Closing, fully executed tenant estoppel
 260 certificates (individually and collectively, the "Tenant Estoppel Certificates") from each of the tenants under the Leases using OREF 072 Tenant Estoppel
 261 Certificate or such other form mutually agreed to by the parties. If any of the Tenant Estoppel Certificates reveal a material default by Seller or a tenant under
 262 the Leases, Buyer may terminate this Agreement by providing written notice to Seller within 3 business days (three [3] if not filled in) after Buyer's receipt of
 263 the Tenant Estoppel Certificates, in which case all earnest money deposits shall be promptly refunded and this transaction shall be terminated. If Buyer fails
 264 to terminate the transaction within this time period, Buyer shall be deemed to have accepted the Tenant Estoppel Certificates.

265 At Closing, Seller shall assign the Leases to Buyer using OREF 073 Assignment and Assumption of Leases or such other form mutually agreed to by the
 266 parties, Seller shall pay over to Buyer all security deposits held under the Leases, and rent under the Leases shall be prorated between the parties.

267 **17. ADDITIONAL PROVISIONS:** See attached addendum A

268
269
270

For additional provisions, see Addendum

ESCROW/CLOSING

271 **18. ESCROW:** This transaction will be Closed at Amerititle ("Escrow"), a neutral escrow
 272 company licensed and located in the State of Oregon. Costs of Escrow will be shared equally between Buyer and Seller unless specifically prohibited by the
 273 U.S. Department of Veterans Affairs (Federal VA). Seller authorizes Seller's Agent to order an owner's title policy at Seller's expense and further
 274 authorizes Escrow to pay out of the cash proceeds of sale the expense of furnishing such policy, Seller's recording fees, Seller's Closing costs, and
 275 any liens and encumbrances on the Property payable by Seller on or before Closing. Buyer will deposit with Escrow sufficient funds necessary to pay
 276 Buyer's recording fees, Buyer's Closing costs, and Lender's fees if any. Real estate fees, commissions or other compensation for professional real
 277 estate services provided by Buyer's or Seller's Agents' Firms will be paid at Closing in accordance with the listing agreement, buyer representation
 278 agreement, or other written agreement for compensation.

279 **19. PRORATIONS:** Rents, current year's taxes, interest on assumed obligations, and other prepaid expenses attributable to the Property will be
 280 prorated as of (select one): ☒ the Closing Date; ☐ the date Buyer is entitled to possession; ☐

281 **20. UTILITIES:** Seller will pay all utility bills accrued to the date Buyer is entitled to possession. Buyer will pay Seller for heating fuel/propane on the
 282 Property on the date Buyer is entitled to possession, at Seller's supplier's rate. Payment will be handled between Buyer and Seller outside of Escrow.

Buyer Initials JM / Date 11/14/2022 9:28 PM PST

Seller Initials N/S / Date 11-15-2022 9:38 AM PST

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Sale Agreement # 1112022KL

COMMERCIAL REAL ESTATE SALE AGREEMENT

283 Seller will not terminate or disconnect electric, gas, heating fuel/propane, or water utilities prior to the date Buyer is entitled to possession unless the
284 parties agree otherwise in writing.

285 **21.1 EARNEST MONEY DEPOSIT(S):** When this Sale Agreement is Signed and Delivered by Buyer and Seller, the following instructions will apply to the
286 handling of the Deposit.

287 The Deposit will be payable and deposited within 3 (three [3] if not filled in) Business Days after the Effective Date (the "Deposit Deadline") as follows
288 (select all that apply):

- 289 ☒ Directly with Escrow;
290 ☐ Directly into Buyer's Agent's Firm's client trust account and remain there until disbursement at Closing;
291 ☐ Directly into Buyer's Agent's Firm's client trust account and thereafter deposit with Escrow/Title Company prior to Closing; and/or
292 ☐ As follows: _____

293 On deposit of the Deposit in accordance with this Agreement, Buyer will take no steps to withdraw or authorize withdrawal of the Deposit, except in accordance
294 with the terms and conditions of this Agreement. In the event Buyer attempts or succeeds in any withdrawal of the Deposit, it will be considered a breach of this
295 Agreement and will result in a forfeit of the Deposit and termination, at the option of the Seller, of the Buyer's right to purchase.

296 Caution: The Deposit, payable by the method selected by Buyer above, must be placed with Escrow or Buyer's Agent's Firm's Client Trust account no later than
297 5:00 p.m. on the last day of the Deposit Deadline. The failure to do so may result in a breach of this Agreement.

298 If an Additional Deposit is to be paid, it will be handled in accordance with the above-selected instructions, or (Describe): _____
299 _____

300 **Once the Deposit, and Additional Deposit, if any, is/are placed with Escrow, Seller's and Buyer's Agents and Firms will have no further responsibility**
301 **to Buyer or Seller regarding said funds.**

302 **21.2 NON-REFUNDABLE DEPOSIT.** (Do not complete A and B, below, unless the deposit is intended to become nonrefundable. If deposit(s) is/are in Escrow,
303 additional written instructions may be necessary.) Buyer and Seller agree (Check one or both of the following two boxes): ☐ the earnest money deposit of
304 \$ _____ and/or ☐ the additional earnest money deposit of \$ _____ shall become nonrefundable for all purposes except those cases
305 in which Seller's default results in a failure of this transaction to Close in accordance with this Agreement:

306 **A. Terms of disbursement/holding of nonrefundable deposit** (Select only one of the following three boxes below):

- 307 ☐ Disburse directly to Seller as follows: _____
308 _____
309 ☐ Remain in Escrow and disburse to Seller upon Closing or earlier termination of this transaction, or
310 ☐ Remain in Selling Firm's client trust account and disburse to Seller upon Closing or earlier termination of this transaction.

311 **B. Event/timing of non-refundable**

312 The deposit(s) shall become nonrefundable upon the occurrence of the following (Select only one of the following four boxes in B.)

- 313 ☐ (insert date) _____
314 ☐ (insert event) _____
315 ☐ (insert conditions to be satisfied or waived after which time disbursement shall occur) _____
316 _____
317 ☐ Other: _____
318 _____

319 **22.1 EARNEST MONEY DEPOSIT INSTRUCTIONS TO ESCROW:** Buyer and Seller instruct Escrow as follows: on your receipt of a copy of this Agreement
320 signed by Buyer and Seller, establish an escrow account and proceed with Closing in accordance with the terms of this Agreement. If you determine the
321 transaction cannot be Closed for any reason (whether or not there is a dispute between Buyer and Seller), you are to hold all Deposits until you receive written
322 instructions from Buyer and Seller, or a final ruling from a court or arbitrator, as to the disposition of the Deposits.

323 **22.2 EARNEST MONEY REFUND TO BUYER:** All Deposits will be promptly refunded to Buyer if: (1) Seller signs and accepts this Agreement but
324 fails to furnish marketable title; or (2) Seller fails to complete this transaction in accordance with the material terms of this Agreement; or (3) any
325 condition which Buyer has made an express contingency in this Agreement (and has not been otherwise waived) fails through no fault of Buyer.
326 However, acceptance by Buyer of the refund will not constitute a waiver of other legal remedies available to Buyer.

327 **22.3 EARNEST MONEY PAYMENT TO SELLER:** If Seller signs and accepts this Agreement and title is marketable, Seller, at Seller's option, may terminate
328 this Agreement, and all Deposits paid or agreed to be paid will be paid to Seller as liquidated damages, if: (1) Buyer has materially misrepresented Buyer's
329 financial status; or (2) Buyer's bank does not pay, when presented, any check given as earnest money or fails to timely make a wire transfer for Buyer's earnest
330 money; or (3) Buyer fails to complete this transaction in accordance with the material terms of this Agreement. The parties expressly agree Seller's economic
331 and non-economic damages arising from Buyer's failure to close this transaction in accordance with the terms of this Agreement would be difficult or impossible
332 to ascertain with any certainty, that the Deposits identified in this Agreement are a fair, reasonable, and appropriate estimate of those damages, and represent
333 a binding liquidated sum, not a penalty.

Buyer Initials JM / Date 11/14/2022 9:28 PM PST

Seller Initials NY/5/1/22 Date 11-15-2022 9:38 AM PST

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COMMERCIAL REAL ESTATE SALE AGREEMENT

334 **The Seller's sole remedy against Buyer for Buyer's failure to close this transaction in accordance with the material terms of this Agreement is limited**
 335 **to the amount of earnest money paid or agreed to be paid in this Agreement. Seller's right to recover from Buyer any unpaid earnest money agreed**
 336 **to be paid in this Agreement will be resolved as described in the Dispute Resolution Sections below.**

337 **23.1 CLOSING:** Closing will occur on a date mutually agreed on between Buyer and Seller on or before 12/14/2022 (the "Closing Deadline"). Buyer and
 338 Seller acknowledge for Closing to occur by the Closing Deadline, it may be necessary to execute documents and deposit funds in Escrow prior to that date.
 339 **Caveat: If Escrow is to prepare documents required under Section 5, Seller must so notify Escrow three (3) days prior to the Closing Deadline.**

340 **23.2 THE CLOSING DISCLOSURE:** Pursuant to TRID (defined in Section 8 - Title Insurance), Buyer and Seller will each receive a "Closing Disclosure" which,
 341 among other things, summarizes each party's closing costs. TRID requires the Closing Disclosure must be received by a residential loan borrower at least three
 342 (3) Business days prior to "consummation" of the transaction, which in most cases in Oregon will be the date on which Buyer signs the loan documents. Under
 343 certain circumstances, a change to the Closing Disclosure late in the transaction could result in a delay in Closing to comply with the three-business day rule.
 344 **Such a delay beyond the Closing Deadline could result in termination of the transaction unless Seller and Buyer mutually agree to extend it.**

345 **23.3 NOTICE REGARDING TITLE INSURANCE COSTS:** The manner in which TRID requires title insurance costs to be disclosed differs from the actual costs
 346 that may be charged to the parties under Oregon law. In such instances, at Closing, Escrow may issue a separate statement showing the actual costs for an
 347 owner's policy of title insurance and, where applicable, the lender's policy of title insurance. **Seller and Buyer are encouraged to discuss this with Escrow**
 348 **prior to Closing.**

349 **24.1 DEED:** Seller will convey marketable title to the Property by statutory warranty deed (or good and sufficient personal representative's or trustee's
 350 or similar legal fiduciary's deed, where applicable) free and clear of all liens of record, including any unrecorded liens related to construction of any
 351 improvements on the Property, except property taxes that are a lien but not yet payable, zoning ordinances, building and use restrictions, reservations
 352 in federal patents, easements, covenants, conditions and restrictions, and those matters accepted by Buyer pursuant to Section 8 (Title Insurance)
 353 above. If Buyer's title will be held in the name of more than one person, see Section 35 (Offer to Purchase) below regarding forms of co-ownership.

354 **24.2 BILL OF SALE:** If applicable, Seller shall convey title to the personal property described in Fixtures/Controls/Keys/Personal Property Section, above by
 355 OREF 071 Bill of Sale, free and clear of all liens and encumbrances.

356 **25. POSSESSION:** Is one or more tenants currently in possession of the Property? (select one) ☒ Yes ☐ No

357 If Yes (select one):

358 ☒ Seller will remove all tenants prior to Closing, pay any legally-required tenant relocation costs, and deliver possession to Buyer by 5:00
 359 p.m. on the date of Closing.

360 ☐ Buyer will accept all tenants at Closing, and unless provided otherwise in this Agreement, all rents will be prorated as of Closing, and
 361 all deposits held on behalf of tenants by Seller will be transferred to Buyer through Escrow at Closing. Buyer and Seller are encouraged to
 362 attach OREF 070 Investment Property Addendum to address additional items related to Buyer accepting tenants at Closing.

363 If No, possession of the Property will be delivered by Seller to Buyer (select one):

364 ☐ by 5:00 p.m. on the date of Closing;

365 ☐ by _____ a.m. ☐ p.m. _____ days after Closing;

366 ☐ by _____ a.m. ☐ p.m. on the (insert date) _____;

367 Seller will remove all of Seller's personal property (including trash), prior to Closing.

TAXES

368 **26.1 OREGON STATE TAX WITHHOLDING OBLIGATIONS:** Subject to certain exceptions, Escrow is required to withhold a portion of Seller's proceeds if
 369 Seller is a non-resident individual or corporation as defined under Oregon law. Buyer and Seller agree to cooperate with Escrow by executing and delivering any
 370 instrument, affidavit, or statement as requested, and to perform any acts reasonable or necessary to carry out the provisions of Oregon law.

371 **26.2 FIRPTA TAX WITHHOLDING REQUIREMENT:** The Foreign Investment in Real Property Tax Act ("FIRPTA") requires a buyer to withhold a portion of
 372 a Seller's proceeds (up to 15% of the purchase price) if the Seller is a "foreign person" who does not qualify for an exemption. A "foreign person" is generally
 373 a person who is not a U.S. citizen or a resident alien (a "green card" holder).

374 If FIRPTA applies (that is, if Seller is a foreign person), then even if there is an exemption, Buyer and Seller must ask Escrow to assist the parties with
 375 FIRPTA compliance (see OREF 092 Advisory Regarding FIRPTA Tax). Seller's failure to comply with FIRPTA is a material default under this Agreement.

376 If FIRPTA does not apply (that is, if Seller is not a foreign person), then Seller will deliver to Escrow a Certification of Non-foreign Status provided by escrow that
 377 complies with 26 CFR §1.1445-2 (the "Certificate") prior to Closing. If Seller fails to do so, Seller will be presumed to be a foreign person, and the terms of the

DS
 Buyer Initials JM / Date 11/14/2022 | 9:28 PM PST

Seller Initials N/S / Date 11-15-2022 9:38 AM PST

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Sale Agreement # 1112022KL

COMMERCIAL REAL ESTATE SALE AGREEMENT

378 previous paragraph will apply. Escrow is instructed to act as a "Qualified Substitute" and provide Buyer with a Qualified Substitute Statement that complies
379 with 26 USC §1445(b)(9) at Closing.

380 If Escrow does not agree to assist with FIRPTA compliance (including providing the form Certificate or acting as a Qualified Substitute), then either Buyer or
381 Seller may move Escrow to another Oregon-licensed escrow agent who is willing to assist with FIRPTA compliance, in which case the parties will equally
382 share any cancellation fees. If due to moving Escrow, this transaction cannot be closed by the Closing Date, the Closing Date will be extended by five (5)
383 Business Days to accommodate the move.

384 Seller's and Buyer's Agents are not experts in FIRPTA and will not act as a transferor or transferee agent or "Qualified Substitute" for purposes of the
385 Withholding Requirement. If FIRPTA may apply in this transaction, Seller and Buyer should promptly consult their own experts familiar with FIRPTA related
386 law and regulations. For further information, see www.irs.gov.

387 **27. IRC 1031 EXCHANGE:** If Buyer or Seller elects to complete an IRC 1031 exchange in this transaction, the other party agrees to cooperate with them
388 and the accommodator, if any, in a manner necessary to complete the exchange, so long as it will not delay the close of escrow or cause additional expense
389 or liability to the cooperating party. Unless otherwise provided in this Agreement, this provision will not become a contingency to the Closing of this transaction.

390 **28. LEVY OF ADDITIONAL PROPERTY TAXES:** The Property (*select one*): ☐ is ☒ is not specially assessed for property taxes (for example, farm, forest,
391 or other) in a way resulting in the levy of additional taxes in the future. If it is specially assessed, Seller represents the Property is current as to income or other
392 conditions required to preserve its deferred tax status. If, as a result of Buyer's actions or the Closing of this transaction, the Property either is disqualified from
393 special use assessment or loses its deferred property tax status, then unless otherwise specifically provided in this Agreement, Buyer will be responsible for and
394 will pay when due, any deferred and/or additional taxes and interest that may be levied against the Property, and will hold Seller completely harmless therefrom.

395 However, if as a result of Seller's actions prior to Closing, the Property either is disqualified from its entitlement to special use assessment or loses its deferred
396 property tax status, and if Seller did not disclose the upcoming disqualification or loss of status to Buyer in writing prior to Closing, Buyer may, at Buyer's sole
397 option, promptly terminate this transaction and receive a refund of all Deposits paid by Buyer in anticipation of Closing; or close this transaction and hold
398 Seller responsible to pay into Escrow all deferred and/or additional taxes and interest levied or recaptured against the Property and hold Buyer completely
399 harmless therefrom. The preceding will not be construed to limit Buyer's or Seller's available remedies or damages arising from a breach of this Section 28
400 (Levy of Additional Property Taxes).

401 **29. HISTORIC PROPERTY DESIGNATION:** If the Property is or may be subject to a Historic Property local ordinance or is subject to or may qualify for the
402 Historic Property Special Property Tax Assessment under ORS 358.475 to 358.565, Seller will promptly provide OREF 045A Historic Property Addendum.

DEFINITIONS/MISCELLANEOUS

403 **30. DEFINITIONS/INSTRUCTIONS DEFINITIONS:** In this Agreement, when the words or phrases below begin with an uppercase letter, they have
404 the following meanings:

405 **Agent** means Buyer's and Seller's real estate agents licensed in the State of Oregon.

406 **Agreement** or "Sale Agreement" means this Residential Real Estate Sale Agreement and any written offer, counteroffer, or addendum in
407 any form or language that adds to, amends or otherwise modifies this Agreement that has been Signed and Delivered.

408 **Business Day** means Monday through Friday, except days that are recognized by Oregon or the United States as official holidays.

409 **Closing, Closed, Closing, or Closing Date** mean when the deed or contract is recorded and funds are available to Seller.

410 **Deposits** means the Deposit and any Additional Deposit described in Section 1 (Parties/Price/Property Description) of this Agreement.

411 **Effective Date** means the date when this Agreement has been Signed and Delivered.

412 **Firm** means the real estate company with which an Agent is affiliated.

413 **Notice** means a written statement delivered using the Notification Method described in Section 31(2) (Miscellaneous).

414 **Notify** means delivering a Notice to the other party or their Agent.

415 **Signed and Delivered** means the date and time the Seller and Buyer have: (a) signed the Agreement and (b) transmitted it to the other party or
416 their Agent, either by manual delivery ("Manual Delivery") or by facsimile or electronic mail ("Electronic Transmission"). When this Agreement is
417 "Signed and Delivered," the Agreement becomes legally binding on Buyer and Seller, and neither has the ability to withdraw their acceptance of
418 this Agreement.

419 **Smart Home Features** means appliances, lighting, or electronic devices that can be controlled remotely by the owner, often via a mobile
420 app. Smart home features may also operate in conjunction with other devices in the home and communicate information to other smart
421 devices.

31. MISCELLANEOUS:

423 (1) **TIME.** Time is of the essence of this Agreement.

424 (2) **NOTICES.** Except as provided in Section 8 (Title Insurance) above, all written Notices or documents required or permitted under this
425 Agreement to be delivered to Buyer or Seller may be delivered to their respective Agent with the same effect as if delivered to that Buyer or

Buyer Initials MS / Date 11/14/2022 | 9:28 PM PST

Seller Initials MS / Date 11-15-2022 9:38 AM PST

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Sale Agreement # 1112022KL

COMMERCIAL REAL ESTATE SALE AGREEMENT

Seller. On opening of this transaction with Escrow, Buyer, Seller, and their respective Agents, where applicable, will provide Escrow with their preferred means of receiving Notice (for example, email or text address, facsimile number, mailing or personal delivery address, or other), which will serve as the primary location for receipt of all Notices or documents (the "Notification Method"). Notice will be deemed delivered as of the earliest of:

(a) the date and time the Notice is sent by email or fax;

(b) the time the Notice is personally delivered to either the Agent or the Agent's Office; or

(c) three [3] calendar days after the date the Notice is posted in the U.S. Mail.

(3) **NONPARTIES.** Agent(s) and Firm(s) identified in the Final Agency Acknowledgment Section above are not parties to this Agreement but are subject to Section 34.3 (Mediation and Arbitration Involving Agents/Firms).

(4) **TIME ZONES.** Any reference in this Agreement to a specific time refers to the time in the time zone where the Property is located.

(5) **ELECTRONIC TRANSMISSION.** The sending of a signed acceptance of this Agreement via Electronic Transmission from one party (or their Agent) to the other party (or their Agent) will have the same effect as Manual Delivery of the signed original. If the parties intend to use any other method for transmitting a signed offer or acceptance of the Agreement (such as regular mail, certified mail, or overnight delivery), they should so specify at Section 17 (Additional Provisions) of this Agreement.

(6) **BINDING EFFECT.** This Agreement is binding on the heirs, successors, and assigns of Buyer and Seller. However, Buyer's rights under this Agreement or in the Property are not assignable without the prior written consent of Seller.

(7) **COUNTERPARTS.** This Agreement may be signed in multiple legible counterparts with the same legal effect as if all parties signed the same document.

(8) **DAYS.** Time calculated in days after the Effective Date will start on the first full Business Day after the Effective Date. If a date is calculated based on the "date Buyer is entitled to possession," and if Buyer will not be entitled to possession of the Property because one or more tenants is in possession, the "date Buyer is entitled to possession" will, for that purpose, be deemed to be the Closing Date.

(9) **DEADLINES.** Except for the Lead-Based Paint Contingency Period identified in Section 10 (Lead-Based Paint Contingency Period), unless a different time is specified in the Agreement, all deadlines for performance, measured in business or calendar days, will terminate as of 5:00 p.m. on the last day of that deadline, however designated.

DISPUTE RESOLUTION

DISPUTE RESOLUTION: Any dispute between Buyer and Seller relating to the interpretation or enforcement of this Agreement

(check one) ☐ shall ☐ shall not, be subject to the mediation and arbitration provisions of Sections 33 – 34.3. Failure to check a box shall constitute an election NOT to arbitrate.

32. FILING OF CLAIMS: All claims, controversies, and disputes between Seller, Buyer, Agents, and/or Firms, relating to the enforcement or interpretation of this Sale Agreement (including those for rescission), as well as those relating to the validity or scope of the Sale Agreement, and all matters concerning the jurisdiction of the arbitrator(s) and/or Arbitration Service of Portland, to hear and decide questions of arbitrability (collectively, "Claims"), will be exclusively resolved in accordance with the procedures in this Agreement, which will survive Closing or earlier termination of this transaction. All Claims will be governed exclusively by Oregon law, and venue will be placed in the county where the Property is situated. Filing a Claim for arbitration will be treated the same as filing in court for purposes of meeting any applicable statute of limitations or statute of ultimate repose, and for purposes of filing a *lis pendens*.

By consenting to the provisions in this Agreement, Buyer and Seller acknowledge they are giving up the constitutional right to have Claims tried by a judge or jury in State or Federal court, including all issues relating to the arbitrability of Claims.

33. EXCLUSIONS: The following will not constitute Claims:

(1) Any proceeding to enforce or interpret a mortgage, trust deed, land sale contract or recorded construction lien;

(2) A forcible entry and detainer action (eviction);

(3) If the matter is exclusively between REALTORS® and is otherwise required to be resolved under the Code of Ethics & Professional Standards Policies of the National Association of REALTORS®;

(4) If the matter relates to a commission or fee with an Agent or Firm, and the written listing, service or fee agreement with Buyer or Seller contains a mandatory mediation and/or arbitration provision; and

(5) Filing in court for the issuance of provisional process described under the Oregon Rules of Civil Procedure; however, such filing will not constitute a waiver of the duty to utilize the dispute resolution procedures described in this Agreement.

34.1 SMALL CLAIMS BETWEEN BUYER AND SELLER: All Claims between Buyer and Seller within the jurisdiction of the Small Claims Court of the county in which the Property is located will be brought and decided there, in lieu of mediation, arbitration, or litigation in any other forum. Notwithstanding ORS 46.455(3), neither Buyer nor Seller will have a right to request a jury trial and so remove the matter from the Small Claims Department of the Circuit Court. A judgment in Small Claims Court is final and binding and there is no right of appeal.

Buyer Initials MM Date 11/14/2022 | 9:28 PM PST

Seller Initials MM Date 11-15-2022 9:38 AM PST

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Sale Agreement # 1112022KL

COMMERCIAL REAL ESTATE SALE AGREEMENT

475 **34.2 MEDIATION AND ARBITRATION BETWEEN BUYER AND SELLER:** If Buyer's or Seller's Agent is a member of the National Association of
 476 REALTORS®, all Claims will be submitted to mediation as offered by the local REALTOR® Association, if available. If mediation is not available
 477 through the Agent's REALTOR® organization, then all Claims will be submitted to mediation through the program administered by Arbitration Service
 478 of Portland ("ASP"). All Claims that have not been resolved by mediation as described in this Agreement will be submitted to final and binding
 479 arbitration in accordance with the then-existing rules of ASP. The prevailing party in any arbitration between Buyer and Seller will be entitled to
 480 recovery of all reasonable attorney fees, filing fees, costs, disbursements, and mediator and arbitrator fees. Provided, however, a prevailing party will
 481 not be entitled to any award of attorney fees unless it is first established to the satisfaction of the arbitrator(s) (or judge, if applicable) that the prevailing
 482 party offered or agreed in writing to participate in mediation prior to, or promptly on, the filing for arbitration.

483 **34.3 MEDIATION AND ARBITRATION INVOLVING AGENTS/FIRMS:** All Claims that include Agents or their Firms will be resolved in accordance with
 484 the mediation and arbitration process described in Section 34.2 (Mediation and Arbitration Between Buyer and Seller), above, and if applicable, the
 485 prevailing party will be entitled to an award of attorney fees, filing fees, costs, disbursements, and mediator and arbitrator fees, as provided in that
 486 section.

SIGNATURE INSTRUCTIONS

487 **35. OFFER TO PURCHASE:** Buyer offers to purchase the Property on the terms and conditions in this Agreement. Buyer acknowledges receipt of
 488 a completely filled-in copy of this Agreement, which Buyer has fully read and understands. Buyer acknowledges that Buyer has not relied on any
 489 oral or written statement made by Seller or any Agent that is not expressly contained in this Agreement. Neither Seller nor any Agent(s) warrant the
 490 square footage of any structure or the size of any land being purchased. If square footage or land size is a material consideration, all structures and
 491 land should be measured by Buyer prior to signing, or should be made an express contingency in this Agreement.

492 Deed or contract will be prepared in the name of _____ **To be determined at closing**
 493 **Co-Ownership Note:** Buyer should secure advice from an expert or attorney regarding different forms of co-ownership and rights of survivorship.
 494 Agents are not qualified to provide advice on these issues. Once the form of co-ownership is determined, Buyer should promptly notify Escrow.

495 This offer will automatically expire on (insert date) 11/15/2022 at 10:00 ☒ a.m. ☐ p.m. (the "Offer Deadline"). If not accepted by
 496 that time, Buyer may withdraw this offer before the Offer Deadline any time prior to Seller's transmission of signed acceptance. This offer may be
 497 accepted by Seller only in writing.

498 Buyer Jashir Melrook Date 11/14/2022 | 9:28 PM PST
Gold Hill Market LLC, Jashir Melrook a.m. ____ p.m. ←
 499 Buyer _____ Date _____ a.m. ____ p.m. ←

500 This offer was transmitted to Seller for signature on (insert date) _____ at _____ a.m. ____ p.m.
 501 By _____ (Agent(s) presenting offer).

502 **36. AGREEMENT TO SELL / ACKNOWLEDGEMENTS:** Seller accepts Buyer's offer. Seller acknowledges receipt of a completely filled-in copy of
 503 this Agreement, which Seller has fully read and understands. Seller acknowledges that Seller has not relied on any oral or written statement made
 504 by Buyer or any Agent that is not expressly contained in this Agreement. Seller has reviewed the Seller Representations made in Section 13 and
 505 elsewhere in this Agreement and will promptly correct, in writing, any inaccurate representations.

506 Seller Nuha and Yousef Saddi Date 11-15-2022 9:38 AM PST
Youseff Saddi a.m. ____ p.m. ←

507 Seller Nuha Saddi Date 11-15-2022 9:38 AM PST
Nuha Saddi a.m. ____ p.m. ←

508 **Note:** If delivery/transmission occurs after the Offer Deadline identified at Section 35 (Offer to Purchase) above, this Agreement will not
 509 become binding on Seller and Buyer unless they agree to extend the Offer Deadline by an Addendum, Counteroffer, or other writing,
 510 jointly signed by the parties. The parties' failure to do so will be treated as a rejection under Section 37 (Seller's Rejection) below, and
 511 this transaction will be automatically terminated.

512 **37. SELLER'S REJECTION/COUNTEROFFER** (select only one):

- 513 ☐ Seller does not accept the above offer, but makes the attached counteroffer.
 514 ☐ Seller rejects Buyer's offer.

515 Seller Youseff Saddi Date _____ a.m. ____ p.m. ←

516 Seller Nuha Saddi Date _____ a.m. ____ p.m. ←

Buyer Initials _____ / _____ Date _____

Seller Initials NYS Date 11-15-2022 9:38 AM PST

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Sale Agreement # **1112022KL**
Addendum # **A**

ADDENDUM TO REAL ESTATE SALE AGREEMENT

1 This is an Addendum to: ☒ Real Estate Sale Agreement ☐ Seller's Counteroffer ☐ Buyer's Counteroffer ☐ Other _____
 2 Buyer: **Gold Hill Market LLC Jasbir Mehrok**
 3 Seller: **Youseff Saddi, Nuha Saddi**
 4 The real property described as: **2564 S 6th St., Klamath Falls, Or 97601**

5 **SELLER AND BUYER HEREBY AGREE THE FOLLOWING SHALL BE A PART OF THE REAL ESTATE SALE AGREEMENT REFERENCED**
 6 **ABOVE.**

7 **Purchase contingent upon buyer obtaining or the transference of all required city, county and state operational permits and licensing**
 8 **including OLCC.**

10 **Contingent upon seller furnishing to the buyer a complete list of all items including equipment that is included in the purchase within 7**
 11 **business days of seller's acceptance of purchase agreement.**

13 **All inventory to be purchased by the buyer on the closing date. Inventory to be counted on the day of closing by both buyer and seller or**
 14 **by a professional inventory company at the buyers expense.**

16 **Per the listing agreement between the seller and sellers agent the buyer's agent commission is to be based upon 1.5% of \$1,200,000.00**

18 **All other terms apply**

27 Buyer Signature *Jasbir Mehrok* Date 11/14/2022 | 9:28 PM PST
Gold Hill Market LLC Jasbir Mehrok a.m. p.m. ←

28 Buyer Signature _____ Date _____ a.m. p.m. ←

29 Seller Signature *Nuha and Yousef Saddi* Date 11-15-2022 9:37 AM PST
Youseff Saddi a.m. p.m. ←

30 Seller Signature *Nuha and Yousef Saddi* Date 11-15-2022 9:38 AM PST
Nuha Saddi a.m. p.m. ←

31 Buyer's Agent **Keith Lintner** Seller's Agent **Tiffany Tavernier**

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**OREF**

Sale Agreement # 1112022KL

SELLER-CARRIED TRANSACTIONS ADDENDUM

SELLER-CARRIED TRANSACTIONS ADDENDUM

If this will be a Seller-Carried Transaction, as defined below, this Addendum, or one agreed upon by the parties, or their attorneys, should be used as an Addendum to the OREF Real Estate Sale Agreement.

1 A "Seller-Carried Transaction" is a transaction for the sale of property where the Seller at closing: (a) Takes back a promissory
2 note and trust deed, or land sale contract for some or all of the purchase price; (b) Enters into an option or rent-to-own
3 transaction in which the financial terms have been negotiated between Seller and Buyer; or (c) Enters into any similar
4 arrangement, however designated, in which Buyer agrees to pay Seller some, or all, of the purchase price over time, and the
5 property serves as security for repayment of that debt. Seller and Buyer confirm this transaction is intended to become a Seller-
6 Carried Transaction in accordance with the following terms, covenants, and conditions.

7 **1. Real Estate Agents.** Seller and Buyer understand and acknowledge: (a) Their respective real estate Agents are not experts in real
8 estate finance or law; (b) They have not permitted, instructed, or authorized said Agents to advertise, offer or negotiate any of the financial
9 terms of this Seller-Carried Transaction, except in their representative capacity as real estate agents acting upon the express instructions
10 and directions of Seller and/or Buyer, as principals in this transaction; (c) While real estate Agents may be qualified in providing basic
11 information regarding current interest rates and amortization terms, etc., they are not permitted to advise or recommend financial terms
12 specific to this transaction; (d) Seller and Buyer are responsible for securing assistance from their own third-party professionals and/or
13 experts regarding all legal and financial terms of this transaction; and (e) Acting solely as scribes, said Agents are only authorized to
14 reduce the financial and legal terms of this transaction provided by Seller or Buyer to written or electronic form and transmit the same to
15 the other party's Agent, or other authorized third party.

16 **2. Advisory Regarding Seller-Carried Transactions.** Seller and Buyer acknowledge reading the Advisory Regarding Seller-Carried
17 Transactions ("Advisory"), and confirm they understand, unless exempted, Oregon and federal law requires Sellers offering or negotiating
18 financial terms in this transaction must be conducted by a licensed mortgage loan originator ("MLO") such as a mortgage broker or
19 mortgage banker.

20 **3. Buyer Representation.** Buyer represents to Seller and all Agents the Property, the subject of this transaction, is being acquired for the
21 following purpose (select all that apply):

- 22 ☐ For occupancy as a primary residence by Buyer or Buyer's spouse, parent or child;
23 ☒ For business/investment purposes, for example as a rental property;
24 ☐ The Property is being purchased for the construction of one or more one-to-four family dwellings.
25 ☐ For other purposes.

26 Buyer represents that Buyer has read and understands this Section 3, and that the statement set forth in the above-selected box is true
27 and correct: Buyer's Initials: ML

28 **4. Financing Terms.** Seller and Buyer agree the Balance of the Purchase Price \$ 700,000.00 (see, Financing Section of Sale
29 Agreement) will be repaid as follows (select all that apply):

30 *Interest Rate on the Balance of the Purchase Price shall be (select only one): ☒ Fixed rate of interest at 6.000 % per annum; or ☐
31 Adjustable rate of interest (Note: By selecting an adjustable rate of interest, Seller and Buyer agree to complete and sign a written
32 Addendum setting forth: (i) Reasonable annual rate increases; (ii) Reasonable lifetime rate increases subject to a minimum floor and
33 maximum ceiling, which ceiling shall not exceed the applicable "high-cost mortgage rate" - (See, Advisory); and (iii) Adjustments to the
34 interest rate will be determined by adding the margin rate to an indexed rate published from a widely available index, such as U.S.
35 Treasury securities or LIBOR. Seller and Buyer shall reach written mutual agreement on (i), (ii) and (iii) within _____ business days (two
36 (2) if not filled in) after the Sale Agreement has been signed and accepted (hereinafter, the "Deadline"). If written mutual agreement is not
37 reached by 5:00 p.m. on the last day of the Deadline, this transaction shall be automatically terminated and Buyer's deposit(s) will be
38 promptly refunded.) *The Balance of the Purchase Price shall be repaid in monthly installments of principal and interest, based upon the
39 following Amortized Term (select one): ☐ 30-year amortization; ☐ 25-year amortization; ☐ 15-year amortization; ☒ Other (specify)
40 10 years (Amortized Term may not exceed 30 years)

41 *Buyer's monthly principal and interest payments to Seller will be \$ 7,771.44 ("Installment" or "Installments") and shall be paid
42 on the first day of each month. (Note: Seller and Buyer should consult an amortization table or similar resource to calculate all principal

Buyer Initials ML / Date 11/14/2022 | 9:28 PM PSTSeller Initials ML / Date 11-15-2022 9:38 AM PST

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Sale Agreement # 1112022KL

SELLER-CARRIED TRANSACTIONS ADDENDUM

43 and interest payments throughout the Term, as defined in Section 6, below, and append it to their Security Agreement, as defined in
44 Section 8, below.)

45 *Buyer's first Installment shall be made on the first day of the second month following the Closing Date identified at Closing/Escrow
46 Section of the Sale Agreement. (Example: If closing occurred in March, at that time Buyer shall prepay a sum equal to the per diem
47 interest for the remaining number of days of that month. Buyer would not pay an Installment in April. Then, on May 1, Buyer would pay
48 Seller the first full installment of principal and interest accrued during the month of April. Thereafter, Buyer would pay an Installment on
49 the first day of each successive month for the duration of the Term, as defined in Section 6, below.)

50 A late charge of 5.00% of the unpaid installment ☒ will ☐ will not be assessed for any Installment not received by Seller, or Seller's
51 designee, by the 15th day of the month. (If left blank, no late charge will be assessed.)

52 *Where applicable, all provisions marked with an asterisk (*) must be completed for insertion in the Security Agreement selected at
53 Section 8, below.

54 **5. Other Important Terms.** The Security Agreement selected at Section 8, below, shall include the following terms:

55 (a) The entire remaining Balance of the Purchase Price, plus accrued interest and all other charges or sums due may be
56 prepaid at any time, without penalty;

57 (b) Without Seller's express written consent, Buyer may not sell, assign, transfer, rent, lease or sublease the Property, or any
58 interest therein, during the Term, as defined in Section 6, below;

59 (c) All Installments shall be paid by the first day of each month;

60 A default ("Default") shall be defined as follows: (i) Buyer's failure to pay any sums due after not less than ten (10) days'
61 written notice from Seller, or Seller's representative, to Buyer; (ii) Buyer's failure to perform any other terms, covenants or
62 conditions after not less than thirty (30) days' written notice from Seller, or Seller's representative (or if the Default cannot
63 reasonably be cured within thirty (30) days, Buyer's failure to make a good faith effort to commence doing so within said thirty
64 (30) days, and completing it within 90 days thereafter); (iii) Immediately upon violation of Section 5 (b), above, with no written
65 notice required from Seller or Seller's representative;

66 (d) Subject to ORS 86.705 *et seq.* (Oregon's trust deed law), and ORS 93.905. *et seq.* (Oregon's contract forfeiture law), upon
67 Default, Seller shall have the right to accelerate the entire unpaid principal balance, plus accrued interest and other sums
68 immediately due and payable;

69 (e) Subject to ORS 86.705 *et seq.* (Oregon's trust deed law), and ORS 93.905. *et seq.* (Oregon's contract forfeiture law) in the
70 event legal action is filed to enforce or interpret the Security Agreement selected at Section 8 below, in arbitration or a court of
71 law, the prevailing party shall be entitled to recover attorney fees, costs and disbursements from the losing party;

72 (f) The Security Agreement selected at Section 8, below, shall constitute a first lien on the Property, and Buyer shall be prohibited,
73 without Seller's express written consent, from placing or permitting, voluntarily or involuntarily, another lien on the Property,
74 excepting only unpaid property taxes or assessments not yet due;

75 (g) Seller and Buyer ☒ agree ☐ decline to use a collection escrow to receipt for all funds due under the Security Agreement
76 selected at Section 8 below. If a collection escrow will be used, it shall be (*identify*) **Amerititle collection escrow**
77 ("Collection Escrow"), and it shall serve as receipt for all of Buyer's Installments, payments for property taxes, casualty insurance,
78 HOA or UOA dues, reserves, and all other sums due under the selected Security Agreement, and shall disburse payments to the
79 agreed upon designee. If applicable, Seller and Buyer agree to sign all written instructions necessary or convenient for the
80 Collection Escrow to perform its duties. In the event of a conflict between the terms of the Security Instrument selected at Section
81 8 below, and the terms of the signed instructions of the Collection Escrow, the latter shall prevail;

82 (h) If the parties select a Contract of Sale ("Contract") as their Security Agreement at Section 8 below, at the time of closing,
83 Seller will, at Seller's cost, place a duly signed and notarized statutory warranty deed with a neutral escrow identified at Section 9,
84 below (or the Collection Escrow identified at Section 5 (g) above), with instructions to record the same when Buyer has made all
85 payments and performed all other conditions required under the Contract; and

Buyer Initials DS / Date 11/14/2022 9:28 PM PST

Seller Initials NX/5X/5 / Date 11-15-2022 9:37 AM PST

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Sale Agreement # 1112022KL

SELLER-CARRIED TRANSACTIONS ADDENDUM

(i) Additional Provisions. (Caveat: Seller and Buyer are advised to secure the assistance of a MLO, attorney, or other expert qualified under ORS 86A.203 regarding additions or deletions to the standard pre-printed text of this Addendum, as doing so could result in unexpected legal or financial consequences. Your Agents are not qualified to render advice regarding the legal or financial consequences of such changes.): _____

(Use Addendum if necessary)

6. Final Payment. The period of time during which all Installments have been made under the Security Agreement selected at Section 8, below, to the date scheduled for the final payment of all sums due thereunder shall constitute the "Term" of said Security Agreement. Seller and Buyer agree that (Select only one):

☒ Balloon Payment. The entire unpaid principal balance, together with all accrued interest and all other sums remaining due from Buyer to Seller, shall be paid in advance of the fully amortized term (See, Section 4 (a) above). This means all such sums shall be due and owing, on or before 12/14/2027.

☐ No Balloon Payment. The entire unpaid principal balance, including interest, is fully amortizing (that is there will be no Balloon Payment); all sums due under the Security Agreement selected at Section 8, below, shall be paid in full, on or before _____. (Note: This should be the scheduled date of payment for the final installment at the end of the fully amortized Term.)

7. Insurance; Property Taxes, Sale Agreement Provisions. For the duration of the Term (select all that apply):

☒ Casualty /Flood Insurance. Buyer shall secure and maintain a policy of fire and casualty insurance with standard extended coverage endorsements on a replacement cost basis reasonably satisfactory to Seller. Additionally, if the Property is located in a designated flood plain, Buyer shall secure a policy of flood insurance reasonably satisfactory to Seller. Said policies shall provide, coverage will not be canceled or diminished without a minimum of thirty (30) days' written notice to Seller. In the event of loss, Buyer shall give immediate notice to Seller. Seller may make proof of loss if Buyer fails to do so within fifteen days (15) of the casualty. Buyer shall provide Seller with a copy of the Declaration Page of said policy within fifteen (15) days of each renewal.

☒ Property Taxes. All real property taxes and governmental or other assessments levied against the Property for the current tax year shall be prorated between Seller and Buyer as of the Closing Date. Seller shall be responsible for all taxes and assessments through the Closing Date. Buyer shall pay when due all taxes and assessments levied against the Property after the Closing Date. Buyer may elect to pay taxes and assessments in accordance with any available installment method, but property taxes shall be repaid no less frequently than one-third on November 15, February 15 and May 15 (or the next business day) of each fiscal year. Buyer shall provide Seller with written evidence of such payment within ten (10) days after each required payment.

☐ HOA/VOA Dues and Assessments. Buyer shall pay when due all dues, assessments, and other levies assessed by the Homeowners or Unit Owners Association and provide Seller with written evidence of such payment within ten (10) days after each required payment.

☐ Other. (If Casualty/Flood Insurance, Property Taxes, and/or Homeowner or Unit Owner's Association HOA dues and assessments will be paid differently than (a), (b), or (c) above, describe the terms here.): _____

8. Security Agreement. Seller and Buyer agree the terms agreed upon at Sections 4, 5, 6, 7, 8, and 9, together with any other applicable terms contained in the Sale Agreement, shall be included in the following Security Agreement, which will be recorded in a first lien position in the County in which the Property is located. (Select either (a) or (b) below, together with associated boxes):

☒ Promissory Note and Deed of Trust (Select only one):

(a) ☒ Seller and Buyer agree the Promissory Note and Deed of Trust will be prepared or provided by: Amerititle (If this box is selected, Seller and Buyer shall reach agreement on final terms of said documents within 5 business days (five (5) if not filled in) (hereinafter, the "Deadline") after the Sale Agreement has been signed and accepted. If mutual agreement is not reached on all final terms by 5:00 p.m. on the last day of the Deadline, this transaction shall be automatically terminated, and Buyer's deposit(s) promptly refunded.);

Buyer Initials JS Date 11/14/2022 | 9:28 PM PST

Seller Initials NS/SN/YS Date 11-15-2022 9:38 AM PST

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Sale Agreement # 1112022KL

SELLER-CARRIED TRANSACTIONS ADDENDUM

☐ Seller and Buyer to use OREF 035 Seller Carried Promissory Note Secured by Deed of Trust and OREF 034 Seller Carried Deed of Trust (By selecting this box, Seller and Buyer confirm that they have received and reviewed a copy of said Forms (or will do so prior to Closing), and have had an opportunity to have their respective legal counsel do so (or will do so prior to Closing). Your respective Agents may not recommend one Security Agreement over another.).

(b) ☐ A Contract of Sale with Memorandum of Contract (Select only one);

☐ Seller and Buyer agree that the Contract of Sale and Memorandum of Contract will be prepared or provided by: _____ (If this box is selected, Seller and Buyer shall reach agreement on final terms of said document within _____ business days (five (5) if not filled in) (hereinafter, the "Deadline") after the Sale Agreement has been signed and accepted. If mutual agreement is not reached on all final terms by 5:00 p.m. on the last day of the Deadline, this transaction shall be automatically terminated, and Buyer's deposit(s) promptly refunded).

☐ Seller and Buyer to use OREF 036 Seller Carried Contract of Sale and OREF 037 Seller Carried Memorandum of Contract of Sale (By selecting this box, Seller and Buyer confirm that they have received and reviewed a copy of said Forms (or will do so prior to Closing), and have had an opportunity to have their respective legal counsel do so (or will do so prior to Closing). Your respective Agent may not recommend one Security Agreement over another.);

9. Place of Payments. (Select only one): All sums due from Buyer to Seller under the Security Agreement selected in Section 8, above, shall be made to:

(a) ☐ Seller at: _____

(b) ☒ Collection Escrow at: Amerititle Klamath Falls

with the set-up fee to be paid by (select only one): ☐ Seller ☐ Buyer ☒ Seller and Buyer equally; installment fee to be paid by (select only one): ☐ Seller ☐ Buyer ☒ Seller and Buyer equally; and close-out fee to be paid by (select only one): ☐ Seller ☐ Buyer ☒ Seller and Buyer equally. (If no selections are made, Buyer and Seller will share all costs equally.)

Additional Terms: All monthly payments to begin 60 days after closing.

See Addendum

BY SIGNING BELOW, SELLER AND BUYER ACKNOWLEDGE THEY HAVE READ THE ADVISORY REGARDING SELLER-CARRIED TRANSACTIONS AND UNDERSTAND THEIR RESPECTIVE REAL ESTATE AGENT IS NOT QUALIFIED TO RENDER ANY ADVICE OR RECOMMENDATIONS REGARDING STATE AND FEDERAL MLO LAWS, OR THE LEGAL, FINANCIAL AND CREDIT TERMS INVOLVED IN THIS TRANSACTION. WITHOUT ANY INVESTIGATION OR VERIFICATION, AGENTS HAVE THE ABSOLUTE RIGHT TO RELY UPON SELLER'S AND BUYER'S CERTIFICATIONS AND/OR REPRESENTATIONS CONTAINED ABOVE.

Seller Signature Jasbir Mehrok Date 11/14/2022 | 9:28 PM PST a.m. _____ p.m. ←

Seller Signature Youseff Saddi AD545502C023455... Date 11-15-2022 9:38 AM PST a.m. _____ p.m. ←

Seller Signature Nuha Saddi Nuha and Yousef Saddi Date _____ a.m. _____ p.m. ←

Buyer Signature Gold Hill Market LLC Jasbir Mehrok Date _____ a.m. _____ p.m. ←

Buyer Signature _____ Date _____ a.m. _____ p.m. ←

DS
Buyer Initials JM / Date 11/14/2022 9:28 PM PST

Seller Initials Nu/YS Date 11-15-2022 9:38 AM PST

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ADVISORY REGARDING SELLER-CARRIED TRANSACTIONS

1. WHAT IS A SELLER-CARRIED TRANSACTION?

This is a real estate transaction in which some or all of the purchase price is secured by the property, and the Seller:

- (a) carries back a note and deed of trust or contract of sale to secure Buyer's repayment obligation; or
- (b) enters into a lease-option or rent-to-own arrangement with the Buyer, where the purchase price and terms have already been negotiated.

2. DO STATE AND FEDERAL LAWS APPLY TO SELLER-CARRIED TRANSACTIONS?

Yes. Under certain circumstances, offering or negotiating the terms of a Seller-Carried Transaction must be performed by a Mortgage Loan Originator ("MLO"). A MLO is an individual who, for compensation or gain takes an application for and/or negotiates the terms of a residential mortgage loan for a one-to-four family dwelling. MLOs must be licensed in Oregon and also be registered on the National Mortgage Licensing System, a database of all MLO licensees.

3. CAN MY REAL ESTATE LICENSEE ASSIST ME WITH A SELLER-CARRIED TRANSACTION?

An Agent is fully qualified under Oregon real estate licensing law (ORS 696.010(14)) to advise, discuss, and assist in the non-financial aspects of a Seller-Carried Transaction. While he or she may engage in "professional real estate activity" as defined by ORS 696.010(14), they may not engage in *offering or negotiating* the financial terms of a Seller-Carried Transaction - for that they must hold an MLO license. This is not to say that an Agent cannot provide financial information and resources to aid in a Seller-Carried Transaction (for example, providing current interest rate tables/information, amortization schedules, etc.). Acting as your agent, he or she may transmit in verbal, written, or electronic form, the express financial terms that you, as their principal, have instructed. A real estate agent is qualified to assist in completing the OREF state-wide Sale Agreement, the Seller-Carried Addendum and related forms, and arranging and scheduling service providers (for example, professional inspectors, escrow, and title insurance) to assist throughout the closing process.

4. ARE THERE ANY EXEMPTIONS THAT WOULD PERMIT A BUYER TO NEGOTIATE THE TERMS OF A SELLER-CARRIED TRANSACTION WITHOUT A MLO LICENSE?

Yes. Under the federal law, a Buyer must meet the following requirements:

(I)

- (a) During the preceding calendar year, the Buyer did not enter into *more than four (4)* Seller-Carried Transactions involving the sale of one-to-four family dwellings intended to be occupied by the buyer for residential purposes;
- (b) During the preceding 12 months, the Buyer did not enter into *more than one* Seller-Carried Transaction that involved terms making it a "high-cost loan" (defined at Section 5, below); and
- (c) During the preceding 12 months, the Buyer did not enter into a Seller-Carried Transaction using the services of a MLO.

If the Buyer qualifies under Section 4.(I), above, and the transaction falls in one of the categories in Section 4. (II) below, the Buyer may qualify to negotiate a Seller-Carried Transaction without using a MLO:

(II)

- (a) It is a dwelling that is, or was at one time, the Buyer's primary residence; or
- (b) It is a dwelling for which the Buyer has authorized a third party to offer or negotiate the terms of this transaction with you, or on your behalf, because you and the authorized third party are related as either spouse, child, sibling, parent, grandparent, grandchild, or a relative in a similar relationship that is created by law, marriage or adoption; or
- (c) It is a dwelling that you own as a rental, a second home, or a vacation home; and
 - (i) This Seller-Carried Transaction is not more than the third (3rd) such transaction you have engaged in during the prior twelve (12) months; and
 - (ii) The Property did not at any time serve as your primary residence; and
 - (iii) This Seller-Carried Transaction is not more than the eighth (8th) such transaction for which you are now carrying the financing as a current receivable.

Caveat: Deciding whether to use a MLO, and whether the Buyer(s) is exempted, is a decision the Buyer should only make with expert, third-party advice. A real estate Agent is not qualified to advise on these matters.

Buyer Initials ML / Date 11/14/2022 | 9:28 PM PST

Seller Initials ML / Date 11-15-2022 9:38 AM PST

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5. WHAT IS A HIGH-COST MORTGAGE?

If a Seller-Carried Transaction contains certain features, it may be subject to more stringent regulations. This is especially true if it is a **High-Cost Mortgage**. (See definition here: <http://www.consumerfinance.gov/regulations/high-cost-mortgage-and-homeownership-counseling-amendments-to-regulation-z-and-homeownership-counseling-amendments-to-regulation-x/>). Whether a transaction involves a High-Cost Mortgage is determined by several factors, although the primary one is whether the annual percentage rate ("APR") for a first mortgage exceeds the Average Prime Offer Rate ("APOR") by more than 6.50%. The Average Prime Offer Rate is an annual percentage rate derived from average interest rates, points, and other loan pricing terms currently offered to low-risk borrowers. The APOR is published weekly by the Federal Reserve. It can be found online at: <https://www.ffiec.gov/ratespread/aportables.htm>. For example, as of March 9, 2015, the APOR was 3.91%. The online link to a government calculator is here: <https://www.ffiec.gov/ratespread/newcalc.aspx>. By inserting the APR, the term in years, and the effective date of the loan, the table will calculate the interest rate "spread" between: (a) the APR in the transaction, and (b) the current federal APOR. If the spread exceeds 6.50% for a 30-year, fixed term loan, for example, it would be deemed to be a High-Cost Mortgage.

A High Cost-Mortgage requires buyers to receive housing counseling and sellers must be licensed as an MLO. If the Buyer believes a Seller-Carried Transaction may be a High-Cost Mortgage, the Buyer should: (a) Not use the OREF 033 Seller Carried Addendum and (b) Consult a MLO for assistance with the transaction. Real estate agents are not qualified to advise on these matters.

ACKNOWLEDGMENT: The above information is not intended to constitute legal advice and should not be used as a substitute for obtaining competent professional assistance from a MLO, financial expert, or attorney. By my signature below, I acknowledge I have read this advisory and understand my real estate agent is not qualified to render any advice regarding the state and federal MLO laws, the exemptions, or the financing terms of my seller-carried transaction, and I should obtain professional assistance if I have questions.

DocuSigned by: _____

Buyer Signature Jashir Meluok Date 11/14/2022 | 9:28 PM PST a.m. ____ p.m. ←
Gold Hill Market LLC - Jashir Meluok

Buyer Signature _____ Date _____ a.m. ____ p.m. ←

Seller Signature Nuha and Yousef Saddi Date 11-15-2022 9:38 AM PST a.m. ____ p.m. ←
Youseff Saddi

Seller Signature Nuha and Yousef Saddi Date 11-15-2022 9:38 AM PST a.m. ____ p.m. ←
Nuha Saddi

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Sale Agreement # 1112022KL

PROFESSIONAL INSPECTION ADDENDUM

PROFESSIONAL INSPECTION ADDENDUM

1 Buyer(s) **Gold Hill Market LLC Jasbir Mehrok**
 2 Seller(s) **Youseff Saddi, Nuha Saddi**
 3 Property Address **2564 S 6th St., Klamath Falls, Or 97601**

PROFESSIONAL INSPECTIONS ARE ADVISABLE

5 This Addendum does not contain a complete list of all inspections available in your area or that may be desirable. Additional inspections may be
 6 included. The land and dwelling may be inspected as indicated below. The Real Estate Sale Agreement is contingent upon the Buyer's approval of
 7 the specified inspections, tests, and reports within the time requirements of this Addendum. Buyer shall promptly provide a copy of all reports to
 8 Seller only **if requested** by Seller. Unless otherwise indicated, all reports shall be ordered by the party responsible for payment and shall be in
 9 writing. **Except as modified herein, all provisions of the Real Estate Sale Agreement remain unchanged.**

10 REAL ESTATE AGENTS ARE NOT QUALIFIED LICENSED INSPECTORS AND DO NOT PERFORM THE INSPECTIONS, TESTS, AND REPORTS.

	Perform Inspection or test Ordered & paid by					Perform Inspection or test Ordered & paid by			
12 Professional Home Inspection	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Buyer	<input type="checkbox"/> Seller	Plumbing	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Buyer	<input type="checkbox"/> Seller
13 Asbestos	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Buyer	<input type="checkbox"/> Seller	Radon	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Buyer	<input type="checkbox"/> Seller
14 Electrical	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Buyer	<input type="checkbox"/> Seller	Roof	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Buyer	<input type="checkbox"/> Seller
15 Exterior Siding	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Buyer	<input type="checkbox"/> Seller	Structural	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Buyer	<input type="checkbox"/> Seller
16 Fireplace/Chimney	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Buyer	<input type="checkbox"/> Seller	Toxic/Hazardous Substances	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Buyer	<input type="checkbox"/> Seller
17 Heating/Cooling	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Buyer	<input type="checkbox"/> Seller	Underground Sprinklers	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Buyer	<input type="checkbox"/> Seller
18 Land Survey	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Buyer	<input type="checkbox"/> Seller	Underground Storage Tank	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Buyer	<input type="checkbox"/> Seller
19 Mold/Mildew	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Buyer	<input type="checkbox"/> Seller	Sewer Scope	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Buyer	<input type="checkbox"/> Seller
20 Pest/Dry Rot	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Buyer	<input type="checkbox"/> Seller					
21 Other Phase 1 Environmental site assessment						<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Buyer	<input type="checkbox"/> Seller

22 TIME REQUIREMENTS. Time is of the essence. If Buyer needs additional time, Buyer should immediately attempt to secure Seller's written
 23 consent to an extension of time before expiration of the time period described below. The time period agreed upon below may be shortened or
 24 extended only by written agreement between Buyer and Seller. Expiration of the time period shall occur at 5:00 p.m. of the final day of that period.

25 1. Buyer shall have 14 business days (ten [10] if not filled in), after the date Buyer and Seller have signed and accepted this Sale
 26 Agreement (hereinafter the "Inspection Period"), in which to complete all inspections and negotiations with Seller regarding any matters
 27 disclosed in any inspection report. Buyer understands Buyer is responsible for the restoration of the Property following any
 28 inspections(s)/test(s) performed by Buyer or on Buyer's behalf. Buyer shall not provide all or any portion of the inspection reports to Seller
 29 unless requested by Seller. However, at any time during this transaction, or promptly following termination, upon request by Seller, Buyer
 30 shall promptly provide a copy of such reports, or portions of reports, as requested. During the Inspection Period, Seller shall not be required
 31 to modify any terms of this Agreement already reached with Buyer. Unless a written agreement has already been reached with Seller
 32 regarding Buyer's requested repairs, at any time during the Inspection Period, Buyer may notify Seller, in writing, of Buyer's unconditional
 33 disapproval of the Property based on any inspection report(s), in which case, all earnest money deposits shall be promptly refunded, and
 34 this transaction shall be terminated. **If Buyer fails to provide Seller with written unconditional disapproval of any inspection report(s)**
 35 **by 5:00 p.m. of the final day of the Inspection Period, Buyer shall be deemed to have accepted the condition of the Property. Note**
 36 **if, prior to expiration of the Inspection Period, written agreement is reached with Seller regarding Buyer's requested repairs, the**
 37 **Inspection Period shall automatically terminate, unless the parties agree otherwise in writing.**

38 2. **IF BUYER DELIVERS WRITTEN UNCONDITIONAL DISAPPROVAL TO SELLER** of any requested inspections, tests, reports, or other
 39 services selected above before expiration of the Inspection Period (or such other period as agreed upon between the parties in writing), this
 40 transaction shall be deemed to be automatically terminated and Buyer's earnest money shall be promptly refunded.

41 3. **IF BUYER FAILS TO DELIVER WRITTEN UNCONDITIONAL DISAPPROVAL TO SELLER** before expiration of the Inspection Period (or
 42 such other period as agreed upon between the parties in writing), this inspection contingency shall be deemed to have been automatically
 43 waived by Buyer, and Buyer shall be deemed to have accepted the Property in its present condition.

For additional provisions see Addendum _____

DocuSigned by:

45 Buyer Jasbir Mehrok Date 11/14/2022 9:28 PM PST Seller Nuha and Yousef Saddi Date 11-15-2022 9:38 AM PST
Gold Hill Market LLC Jasbir Mehrok **Youseff Saddi**
 46 Buyer _____ Date _____ Seller Nuha and Yousef Saddi Date 11-15-2022 9:38 AM PST
 47 Buyer's Agent **Keith Lintner** Seller's Agent **Tiffany Tavernier**
 48 Buyer's Agent's Firm **Keller Williams Southern Oregon** Seller's Agent's Firm **EXP Commercial/ The Tavernier group**

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ADVISORY REGARDING FIRPTA TAX

(This is an advisory only and should not be relied upon as legal or tax advice.)

1. FIRPTA LAW SUMMARY: Seller and Buyer are advised upon Closing, a Federal law, known as the Foreign Investment in Real Property Tax Act of 1980 ("FIRPTA"), requires buyers to withhold a portion of a seller's proceeds if the real property is located within the United States and the seller is a "foreign person" who does not qualify for an exemption (the "Withholding Requirement"). A "foreign person" includes a nonresident alien individual, foreign corporation that has not made an election under Section 897(i) of the Internal Revenue Code to be treated as a domestic corporation, foreign partnership, foreign trust, or foreign estate but it does not include a resident alien individual. Generally, the following rules apply under FIRPTA:

- (a) There is no Withholding Requirement, even if the seller is a "foreign person," if: (i) The purchase price of the property is not more than \$300,000; and (ii) The property will be occupied as a residence by a buyer who is an individual (or a member of that buyer's family); and (iii) for at least 50% of the number of days (excluding days the property is vacant) it is used by such person during each of the first two 12-month periods following the date of Closing;
- (b) The Withholding Requirement will be ten percent (10%) of the purchase price when the seller is a "foreign person" and the purchase price is over \$300,000, but less than \$1,000,000, and (a)(ii) and (iii) above apply; and
- (c) The Withholding Requirement will be a fifteen percent (15%) of the purchase price when the seller is a "foreign person," and the purchase price is over \$1,000,000, or the purchase price is less than \$1,000,000 and Seller does not qualify for any of the exemptions in (a) or (b) above.

If FIRPTA applies (that is, if Seller is a foreign person), even if there is an exemption, Seller and Buyer must so inform Escrow to determine the extent to which Escrow can assist the parties in compliance with FIRPTA. Note Seller's failure or refusal to comply with FIRPTA requirements constitutes a material default under the real estate sale agreement.

If FIRPTA does not apply (that is, if Seller is not a foreign person), then Seller must complete, sign, and deliver to Escrow a form of certification of non-foreign status provided by Escrow complying with the requirements of 26 CFR § 1.1445-2 (the "Certificate") prior to Closing. Seller is advised the Certificate contains Seller's Social Security Number and other personal information, so Seller may want to contact Escrow to determine if Escrow is willing to act as a "Qualified Substitute" and deliver to Buyer a qualified substitute statement complying with the requirements of 26 USC § 1445(b)(9) (the "Qualified Substitute Statement" in lieu of the Certificate at Closing so Seller's personal information is protected from disclosure to Buyer. Note if Seller fails or refuses to complete, sign, and deliver the Certificate to Escrow prior to Closing, Seller will be presumed to be a foreign person so the Withholding Requirement will apply to the transaction.

If Escrow is unable or unwilling to assist with the FIRPTA-related portion of the Closing (including, without limitation, providing the form Certificate or acting as a Qualified Substitute), Buyer or Seller (as applicable) has the right, but not the obligation, to move Escrow to another Oregon licensed escrow agent willing to assist with the FIRPTA-related portion of the Closing, in which case the parties shall share equally in the cost of any cancellation fees (if applicable). If, due to moving Escrow, the transaction cannot be closed by the Closing Date, the parties agree the Closing Date will be extended for a reasonable period not to exceed five (5) business days to accommodate moving the transaction to the new escrow agent.

If Seller is uncertain about whether Seller is a "foreign person" or Seller or Buyer are uncertain about whether the Withholding Requirement applies or how to comply with the Withholding Requirements, Seller or Buyer (as applicable) should promptly consult their own experts familiar with FIRPTA related law and regulations. For further information, Seller and Buyer should go to: www.irs.gov.

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2. RIGHT TO RELY ON SELLER'S REPRESENTATION: In submitting their offer, it is presumed Buyer has no knowledge, information, or belief Seller is a foreign person or the transaction is subject to FIRPTA. Furthermore, Buyer's and Seller's Agents, their respective Firms, and Escrow, its agents, employees, and representatives, shall have the absolute right to rely upon Seller's representations regarding Seller's non-foreign status as set forth in the Certificate. This right of reliance shall continue through the Closing Date and thereafter unless Seller has disclosed otherwise in writing to Buyer prior to Closing.

ACKNOWLEDGEMENT: The undersigned acknowledge they have read and understand this Advisory and have been provided with a copy for their own files.

		DocuSigned by:			
Buyer Signature	<u>Jasbir Mehrok</u>	Gold Hill Market LLC Jasbir Mehrok	Date	<u>11/14/2022</u>	<u>9:28</u> PM PST a.m. p.m. ←
	AD545502C023455...				
Buyer Signature			Date		
<hr/>					
Seller Signature	<u>Nuha and Yousef Saddi</u>	Youseff Saddi	Date	<u>11-15-2022 9:38 AM PST</u>	a.m. p.m. ←
Seller Signature	<u>Nuha and Yousef Saddi</u>	Nuha Saddi	Date	<u>11-15-2022 9:38 AM PST</u>	a.m. p.m. ←

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ADVISORY REGARDING ELECTRONIC FUNDS

Attention:

Transferring funds electronically is more of a threat than many Buyers realize.

Every day, scammers pretend to be trusted advisors, and by changing an email address or phone number, they can trick people into sending their money to a fake account. Consumers have lost billions of dollars to scammers in real estate transactions.

1. HERE'S HOW CRIMINALS MAY TRY TO STEAL MONEY:

- They gain access to peoples' emails to find out who is going to be sending money electronically.
- They make fake websites and use phony contact information (email addresses and phone numbers) so that they look like those belonging to your real estate agent, lender, title company, or other people you already know.
- They slightly change the information you have received from someone you are doing business with.
- They put pressure on you to do something quickly or at the last minute.

2. DO NOT LOSE MONEY! FOLLOW THESE SIMPLE RULES:

- When you are trying to contact someone, make sure to use contact information that did not come from a scammer. Gather contact information from your real estate agent, title company and lender into one place at the beginning of the transaction, and only use that information.
- Some companies use software that requires you to use a password every time you send them a message. While this may take a little more time, it is safer to use them than it is to opt out.
- Talk with your real estate agent about what to expect during the closing process. If anything different happens, reach out for help.
- When you receive instructions about sending your money, confirm the authenticity of those instructions by talking in person with or calling a person you know. Make sure you are not talking to the scammer! Always make sure that the information you are relying on is real.
- If someone tells you that their procedures have changed, or that they have a new bank, or otherwise changes the information you already received, it could be a scam. Reach out to a trusted person for help.
- Do not use email to send financial information. The email might be sent to a scammer.
- If you are uncomfortable with the method you are asked to use to send money, talk with the escrow company about options. Make sure the funds are received well before your transaction closes escrow so that they can be verified.
- If you think you might have been scammed, act quickly. Contact the bank or business you used to send the money immediately.

To file a complaint with the FBI's Internet Crime Complaint Center (IC3): <https://www.ic3.gov/Home/FileComplaint>

To file a complaint with the Oregon Department of Justice:

<https://justice.oregon.gov/consumercomplaints/OnlineComplaints/OnlineComplaintForm/en>

ACKNOWLEDGEMENT: The undersigned acknowledge they have read and understand this Advisory and have been provided with a copy for their own files.

DocuSigned by:			
Buyer Signature	<u>Jasbir Mehrook</u>	Gold Hill Market LLC Jasbir Mehrook	Date <u>11/14/2022</u> <u>9:28</u> PM PST a.m. p.m. ←
	AD545502C023455...		
Buyer Signature			Date _____ a.m. p.m. ←
Seller Signature	<u>Nuha and Yousef Saddi</u>	Youseff Saddi	Date <u>11-15-2022 9:37 AM PST</u> a.m. p.m. ←
Seller Signature	<u>Nuha and Yousef Saddi</u>	Nuha Saddi	Date <u>11-15-2022 9:38 AM PST</u> a.m. p.m. ←

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ADDENDUM B TO OREF SALES AGREEMENT #1112022KL


Effective Date: November 14, 2022

I. The Parties. This Addendum hereby becomes part of the Purchase and Sale Agreement between Gold Hill Market, a Limited Liability Company ("Buyer") and Yousef and Nuha Saddi, two individuals ("Seller") executed on November 14, 2022 ("Agreement") for the commercial property described as: 2564 S 6th St Klamath Falls, OR 97601 ("Property").

II. Amendment(s). Buyer and Seller agree that the Agreement shall be amended as follows:

**The Agency Acknowledgement on page 1 of the Agreement is incorporated into this Agreement as if fully set forth herein. Seller agrees to pay a commission of Four Percent (4%) on \$1,200,000.00 of the Purchase Price. Selling Firm EXP Commercial, Agent Tiffany Tavernier, will receive 2.5% and the Buying Firm, Keller Williams Southern Oregon, Agent Keith Lintner will receive 1.5%.

III. Other Terms. All other terms and conditions of the Agreement shall remain the same. This Addendum shall go into effect on the date of the undersigned parties.

11/17/2022 | 12:37 PM PST
DocuSigned by: Jasbir Mehrok
DocuSigned by: 
Buyer's Signature Date 11/17/2022 | 12:38 PM PST
AD545502C023455 C195A1A7ECF0457
Print Name Jasbir Mehrok Gurmej Singh

Seller's Signature Nuha and Yousef Saddi Date 11-15-2022
Print Name Nuha and Yousef Saddi

Seller's Signature Nuha and Yousef Saddi Date 11-15-2022
Print Name Nuha and Yousef Saddi

Addendum to Purchase Agreement Executed 11/14/2022



Sale Agreement # **1112022KL**
Addendum # **C**

ADDENDUM TO REAL ESTATE SALE AGREEMENT

- 1 This is an Addendum to: ☒ Real Estate Sale Agreement ☐ Seller's Counteroffer ☐ Buyer's Counteroffer ☐ Other _____
 - 2 Buyer: Gold Hill Market LLC Jasbir Mehrok, Gurmej Singh
 - 3 Seller: Youseff Saddi, Nuha Saddi
 - 4 The real property described as: 2564 S 6th St., Klamath Falls, Or 97601
-
- 5 SELLER AND BUYER HEREBY AGREE THE FOLLOWING SHALL BE A PART OF THE REAL ESTATE SALE AGREEMENT REFERENCED
 - 6 ABOVE.
 - 7 Gold Hill Market LLC to be removed from the sales agreement and replaced with Kamboj Enterprise LLC. signing officers are Jasbir
 - 8 Mehrok and Gurmej Singh
 - 9 _____
 - 10 All other terms apply.
 - 11 _____
 - 12 _____
 - 13 _____
 - 14 _____
 - 15 _____
 - 16 _____
 - 17 _____
 - 18 _____
 - 19 _____
 - 20 _____
 - 21 _____
 - 22 _____
 - 23 _____
 - 24 _____
 - 25 _____
 - 26 _____
-
- | | |
|---|---|
| 27 Buyer Signature _____
<u>Gold Hill Market LLC Jasbir Mehrok</u> | DocuSigned by:
<u>Jasbir Mehrok</u>
Date <u>11/17/2022 12:37 PM PST</u> a.m. p.m. ← |
| 28 Buyer Signature _____
<u>Gurmej Singh</u> | Date <u>11/17/2022 12:38 PM PST</u> a.m. p.m. ← |
| <hr/> | |
| 29 Seller Signature _____
<u>Nuha and Youseff Saddi</u>
Youseff Saddi | Date <u>11-17-2022 3:08 PM PST</u> a.m. p.m. ← |
| 30 Seller Signature _____
<u>Nuha and Youseff Saddi</u>
Nuha Saddi | Date <u>11-17-2022 3:08 PM PST</u> a.m. p.m. ← |
| <hr/> | |
| 31 Buyer's Agent <u>Keith Lintner</u> | Seller's Agent <u>Tiffany Tavernier</u> |

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**OREF**Sale Agreement # **1112022KL**Addendum # **c****ADDENDUM TO REAL ESTATE SALE AGREEMENT**1 This is an Addendum to: ☒ Real Estate Sale Agreement ☐ Seller's Counteroffer ☐ Buyer's Counteroffer ☐ Other _____2 Buyer: Kamboj Enterprise LLC, Jasbir Mehrok, Gurmej Singh3 Seller: Youseff Saddi, Nuha Saddi4 The real property described as: 2564 S 6th St., Klamath Falls, Or 976015 **SELLER AND BUYER HEREBY AGREE THE FOLLOWING SHALL BE A PART OF THE REAL ESTATE SALE AGREEMENT REFERENCED**
6 **ABOVE.**7 Buyer to receive a credit of \$2550.00 towards obtaining a temporary 60 day OLCC permit at closing. Funds are to be paid from the buyer's
8 and seller's agents commission fee and is contingent upon closing on or before 12/31/2022. Amount to be split equally between the seller
9 and buyer agents.10 _____
11 All other terms apply

12 _____

13 _____

14 _____

15 _____

16 _____

17 _____

18 _____

19 _____

20 _____

21 _____

22 _____

23 _____

24 _____

25 _____

26 _____

DocuSigned by:

27 Buyer Signature Jasbir Mehrok Date 12/5/2022 | 2:50 PM PST a.m. p.m. ←Kamboj Enterprise LLC, Jasbir Mehrok28 Buyer Signature Gurmej Singh Date 12/5/2022 | 2:45 PM PST a.m. p.m. ←Gurmej Singh29 Seller Signature Nuha and Yousef Saddi Date 12-06-2022 1:49 PM PST a.m. p.m. ←Youseff Saddi30 Seller Signature Nuha and Yousef Saddi Date 12-06-2022 1:49 PM PST a.m. p.m. ←Nuha Saddi31 Buyer's Agent Keith Lintner Seller's Agent Tiffany Tavernier

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EXHIBIT "D" Legal Description

The following described parcels of real property situate in the City of Klamath Falls, Oregon, being portions of TRACT 805, ENTERPRISE TRACTS:

PARCEL 1:

A tract or parcel of land lying at the intersection of Washburn Way and South Sixth Street, more particularly described as follows:

Beginning at the Southwest corner of the intersection of South Sixth Street and Washburn Way, running thence along the Southerly line of South Sixth Street in a Westerly direction 75 feet along South Sixth Street to a point; thence Southerly at right angles to South Sixth Street 135 feet to a point; thence Easterly and parallel to South Sixth Street to the Westerly right of way line of Washburn Way as the same is now located; thence Northerly along the Westerly right of way line of Washburn Way to the place of beginning.

PARCEL 2:

Beginning at a point on the Westerly right of way line of Washburn Way, which point is 30 feet West of the line between Sections 3 and 4, Township 39 South, Range 9 East of the Willamette Meridian, which point is the Southeast corner of Tract 805 of Enterprise Tracts, a platted subdivision of Klamath County, Oregon; thence North $0^{\circ} 00' 1/2''$ West, along the West line of said Washburn Way, a distance of 224.85 feet, more or less to the most Southerly corner of a tract heretofore conveyed to John T. Smith and Cliff C. Yaden; thence North $55^{\circ} 50'$ West along a line parallel to and 135 feet distant from the present Southwesterly right of way line of South Sixth Street to the City of Klamath Falls, Oregon, as widened by the Oregon State Highway Department in 1946, a distance of 166.6 feet, more or less, to the Southwesterly corner of said tract heretofore conveyed to John T. Smith and Cliff C. Yaden, which is the true point of beginning; thence North $34^{\circ} 10'$ East 135 feet, more or less to said Southwesterly line of South Sixth Street, thence North $55^{\circ} 50'$ West along said Southwesterly line of South Sixth Street 115 feet, more or less, to the most Easterly corner of parcel heretofore conveyed to George F. Hayes and Clara May Hayes; thence South $34^{\circ} 10'$ West at right angles to said South Sixth Street, a distance of 135 feet; thence South $55^{\circ} 50'$ East 115 feet to the true point of beginning.

SAVING AND EXCEPTNG from those parcels above those portions deeded to the State of Oregon in Deed Volume 191, page 240, Deed Records of Klamath County, Oregon and in Deed Volume M76, page 14074, Microfilm Records of Klamath County, Oregon.