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2024-003204

Klamath County, Oregon

04/26/2024 01:46:02 PM

Fee: \$387.00

After recording return to:

ORS 205.234(1)(c)

Danny Newman

Tonkon Torp LLP

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1. Title(s) of the transaction(s)

ORS 205.234(1)(a)

Order Granting Receiver's Motion for Authority to Sell Klamath Falls Property Free and Clear of Liens and
Interests - Amended

2. Direct party(ies) / grantor(s)

Name(s)

ORS 205.234(1)(b)

Cathay Bank, a California banking corporation, successor by merger to Far East National Bank - Plaintiff

3. Indirect party(ies) / grantee(s)

Name(s)

ORS 205.234(1)(b)

Mark S. Hemstreet, an individual - Defendant

Shilo Management Corporation, an Oregon corporation - Defendant

Cascade Hotel Corporation, an Oregon corporation - Defendant

Brian Weiss - Receiver

4. True and actual consideration:

ORS 205.234(1) Amount in dollars or other

\$

Other:

5. Send tax statements to:

ORS 205.234(1)(e)

6. Satisfaction of lien, order, or warrant:

ORS 205.234(1)(f)

☐

FULL

☐

PARTIAL

**7. The amount of the monetary obligation imposed
by the lien, order, or warrant:**

ORS 205.234(1)(f)

\$

8. Previously recorded document reference:**9. If this instrument is being re-recorded complete the following statement:**

ORS 205.244(2)

"Rerecorded at the request of

to correct

previously recorded in book _____ and page _____, or as fee number _____."



CERTIFIED TO BE A TRUE
COPY OF THE ORIGINAL.

DATED APR 26 2024

COURT CLERK

IN THE CIRCUIT COURT FOR THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

CATHAY BANK, a California banking
corporation, successor by merger to Far
East National Bank,

Plaintiff,

v.

MARK S. HEMSTREET, an individual;
SHILO MANAGEMENT
CORPORATION, an Oregon corporation;
CASCADE HOTEL CORPORATION, an
Oregon corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No. 22CV28471

**ORDER GRANTING RECEIVER'S
MOTION FOR AUTHORITY TO
SELL KLAMATH FALLS
PROPERTY FREE AND CLEAR
OF LIENS AND INTERESTS - AMENDED**

Judge: Shelley D. Russell

This matter came before the Court on Receiver's Motion for Authority to Sell Klamath Falls Property Free and Clear of Liens and Interests (the "Motion").¹ The Receiver filed and served the Motion on February 28, 2024. Based on the record herein and the Court having considered the record, the Motion, all responses and replies thereto, the Declaration of Brian Weiss in Support of the Motion, the Declaration of Chris Gomes in Support of the Motion, and having been fully advised in the premises:

¹ Capitalized terms used but not defined have the meanings set forth in the Motion.

1 IT IS HEREBY ORDERED that:

- 2 1. The Motion is GRANTED.
- 3 2. The Receiver may transfer the Klamath Falls Hotel, outside of the
4 ordinary course of business pursuant to ORS 37.110(1)(L) and
5 ORS 37.250.
- 6 3. Notice of the Motion was appropriate under the circumstances of this
7 case and was proper to apprise the owners, secured creditors, and
8 parties claiming an interest in the Klamath Falls Hotel of the Motion
9 and the relief sought therein.
- 10 4. The Receiver is authorized to sell and the Purchaser is purchasing and
11 acquiring the Klamath Falls Hotel free and clear of all liens and
12 interests in accordance with the Purchase Agreement, attached as
13 **Exhibit 1**, for the purchase price of \$14,150,000, payable in cash.
- 14 5. Sale of the Klamath Falls Hotel on the terms set forth in the Motion
15 and Purchase Agreement is fair and reasonable. It is an arms' length
16 transaction, made in good faith, and is in the best interests of the
17 receivership estate and creditors.
- 18 6. The Court finds that sale of the Klamath Falls Hotel is a sound
19 exercise of the Receiver's business judgment and that the Klamath
20 Falls Hotel is being sold for its fair market value.
- 21 7. The Purchaser is purchasing and acquiring the Klamath Falls Hotel in
22 good faith as defined in ORS 37.250(9) and as such is entitled to the
23 protections of a good faith purchaser set forth in ORS 37.250(5).
- 24 8. The Receiver is authorized to execute and deliver such additional,
25 routine, non-substantive documents as may be reasonably necessary to
26 close the sale contemplated in the Purchase Agreement. Documents
related in any way to the following topics are among those types of

documents that shall not be executed or delivered at closing without prior approval of the Court: 1) documents that address in any way any title exceptions set out in First American Title Insurance Company Commitment No. NCS-1210489-OR1; and any modification of or amendment to the Purchase Agreement.

9. All claims to any liens and interests against the Klamath Falls Hotel will attach to the proceeds of the sale in the same order and in the same priority as such liens and interests had with respect to the Klamath Falls Hotel immediately before the sale, except that the Receiver is authorized to pay to creditors of Klamath Falls LLC upon closing of the sale:

- a. Secured Claims;
- b. All outstanding administrative tax liabilities (whether arising from the sale or otherwise);
- c. All allowed administrative claims owing as of the closing date at closing, other than to holders of administrative claims who have agreed to other treatment; and
- d. Trade creditors, holders of undisputed non-secured claims (e.g., trade payables), and payments to disputed vendors upon resolution of such disputes.

10. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

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11. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

This order is amended to include Exhibit 1, which had been inadvertently omitted from the original filing.

19
April 15, 2024

Shelley D. Russell

HOTEL PURCHASE AND SALE AGREEMENT

This HOTEL PURCHASE AND SALE AGREEMENT (this "**Agreement**"), dated as of the date the last Party signs this Agreement (the "**Effective Date**"), is entered into between SHILO INN, KLAMATH FALLS, LLC, an Oregon limited liability company ("**Seller**"), and GREENS DEVELOPMENT INC., a California corporation ("**Buyer**").

RECITALS

Seller is currently subject to that certain Order Granting Motion for Appointment of Receiver, Case No. 22CV28471 (the "**Order**"), filed June 7, 2023 in the 4th Judicial District, Multnomah County Circuit Court for the State of Oregon (the "**Court**"), pursuant to which Brian Weiss (the "**Receiver**") has been appointed as receiver of all membership interests of Seller and stock in the sole manager of Seller, Shilo Klamath Falls Corp, an Oregon corporation ("**Manager**"). Furthermore, Receiver has been appointed President of Manager.

Buyer wishes to purchase from Seller and Seller wishes to sell to Buyer, subject to the terms and conditions of this Agreement, the Property.

The Parties agree as follows:

ARTICLE I DEFINITIONS

"**Accounts Receivable**" means all amounts which Seller is entitled to receive from the Hotel which are not paid as of the Closing, including, without limitation, charges for the use or occupancy of any guest, conference, or banquet rooms or other facilities at the Hotel, any restaurant, bar, or banquet services, or any other goods or services provided by or on behalf of Seller at the Hotel, but expressly excluding all: (a) credit card charges, checks, and other instruments which Seller has submitted for payment as of the Closing; and (b) items of income otherwise prorated pursuant to Article IX.

"**Agreement**" has the meaning set forth in the preamble to this Agreement.

"**Apportionment Date**" has the meaning set forth in Section 9.01.

"**Appurtenances**" has the meaning set forth in Section 2.01(b).

"**Assignment of Contracts**" has the meaning set forth in Section 7.01(c).

"**Assumed Contracts**" has the meaning set forth in Section 2.01(e).

"**Bill of Sale**" has the meaning set forth in Section 7.01(b).

"**Bookings**" means all bookings and reservations for guest, conference, and banquet rooms or other facilities at the Hotel as of the Closing, together with all deposits held by Seller with respect thereto.

"**Broker**" has the meaning set forth in Section 13.01.

"**Business Day**" has the meaning set forth in Section 18.07.

"Buyer" has the meaning set forth in the preamble to this Agreement.

"Buyer-Related Party" has the meaning set forth in Section 14.04.

"Buyer's Representatives" has the meaning set forth in Section 4.01.

"Closing" has the meaning set forth in Section 5.01.

"Closing Date" has the meaning set forth in Section 5.01.

"Code" has the meaning set forth in Section 11.01(b)(iv).

"Conveyance Deed" has the meaning set forth in Section 7.01(a).

"Court" has the meaning set forth in the Recitals.

"Current Month" has the meaning set forth in Section 9.01(a).

"Due Diligence Period" has the meaning set forth in Section 4.01.

"Earnest Money Deposit" has the meaning set forth in Section 3.02(a).

"Effective Date" has the meaning set forth in the preamble to this Agreement.

"Equipment Leases" means all leases and purchase money security agreements for any equipment, machinery, vehicles, furniture, or other Personal Property located at the Hotel that are held by Seller and used exclusively in the Hotel.

"Environmental Laws" has the meaning set forth in Section 14.03.

"Escrow Agent" means Candice Weischedel, with an office at 111 SW Columbia Street, Suite 1000, Portland, OR 97201, with an email address of: candice.weischedel@ticortitle.com.

"Exculpated Parties" has the meaning set forth in Section 11.03.

"Facts" has the meaning set forth in Schedule 6.01.

"F&B" means all food and beverages (alcoholic and non-alcoholic) which are located at the Hotel (whether opened or unopened), or ordered for future use at the Hotel as of the Closing, including, without limitation, all food and beverages located in the guest rooms, but expressly excluding any alcoholic beverages to the extent the sale or the transfer of the same is not permitted under applicable law.

"FIRPTA Certificate" has the meaning set forth in Section 7.01(d).

"FirstAm" has the meaning set forth in Section 6.03(a)(iv).

"Guest Ledger" means all charges accrued to the open accounts of any guests or customers at the Hotel as of the Apportionment Date for the use or occupancy of any guest, conference, or banquet rooms or other facilities at the Hotel, any restaurant, bar, or banquet services, or any other goods or services provided by or on behalf of Seller at the Hotel.

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"Hazardous Substances" has the meaning set forth in Section 14.03.

"Holiday" has the meaning set forth in Section 18.07.

"Hotel" has the meaning set forth in Section 2.01(c).

"Improvements" has the meaning set forth in Section 2.01(c).

"Laws and Regulations" has the meaning set forth in Schedule 6.01.

"Leases" means tenant leases creating a possessory interest at the Real Property.

"Manager" has the meaning set forth in the Recitals.

"Non-Objectable Encumbrances" has the meaning set forth in Section 6.02(b).

"OFAC" has the meaning set forth in Section 11.01(b)(v).

"Official Records" has the meaning set forth in Section 18.13.

"Order" has the meaning set forth in the Recitals.

"Party or Parties" has the meaning set forth in Section 18.03(c).

"PCBs" has the meaning set forth in Section 14.03.

"Permitted Exceptions" has the meaning set forth in Section 6.01.

"Person or Persons" has the meaning set forth in Section 18.06(c).

"Personal Property" has the meaning set forth in Section 2.01(d).

"Property" has the meaning set forth in Section 2.01.

"Purchase Price" has the meaning set forth in Section 3.01.

"Qualified Intermediary" has the meaning set forth in Section 18.04.

"Ramp Down Period" has the meaning set forth in Section 2.02(b).

"Real Property" has the meaning set forth in Section 2.01(a).

"Receiver" has the meaning set forth in the Recitals.

"Retail Merchandise" means all merchandise located at the Hotel and held for sale to guests and customers of the Hotel, or ordered for future sale at the Hotel as of the Closing, including, without limitation, the inventory held for sale in any gift shop, pro shop, or newsstand operated by Seller or Manager at the Hotel, but expressly excluding F&B.

"Rights" has the meaning set forth in Schedule 6.01.

"Seller" has the meaning set forth in the preamble to this Agreement.

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"Seller-Related Parties" has the meaning set forth in Section 4.04.

"Seller's Affiliates" has the meaning set forth in Section 16.04.

"Seller's Broker" has the meaning set forth in Section 13.01.

"Shilo Service Marks" has the meaning set forth in Section 2.02(b).

"State Withholding Certificate" has the meaning set forth in Section 7.01(e).

"Tax Proceedings" has the meaning set forth in Article X.

"Taxes" means any federal, state, local, or foreign real property, personal property, sales, use, room, occupancy, ad valorem, or similar taxes, assessments, levies, charges, or fees imposed by any governmental authority on Seller with respect to the Property or the Hotel, including, without limitation, any interest, penalty, or fine with respect thereto, but expressly excluding any: (a) federal, state, local, or foreign income, capital gain, gross receipts, capital stock, franchise, profits, estate, gift, or generation skipping tax; or (b) transfer, documentary stamp, recording, or similar tax, levy, charge, or fee incurred with respect to the transaction described in this Agreement.

"Tenant" means a Person with a possessory interest in the Real Property pursuant to a Lease.

"Title Company" has the meaning set forth in Section 6.02(a).

"Title Policy" has the meaning set forth in Section 6.05.

"Title Report" has the meaning set forth in Section 6.02(a).

"Title Report Objection Date" has the meaning set forth in Section 6.02(a).

"Title Report Objection Notice" has the meaning set forth in Section 6.02(a).

"Transaction Parties" has the meaning set forth in Section 17.01.

"Violations" has the meaning set forth in Schedule 6.01.

"Voluntary Lien" has the meaning set forth in Section 6.03(b).

ARTICLE II PURCHASE AND SALE

Section 2.01 The Property. Seller shall sell to Buyer and Buyer shall purchase from Seller in accordance with the terms and conditions of this Agreement, all the following (collectively referred to as the **"Property"**):

(a) The real property, including all right, title, and interest therein, located at 2500 Almond Street, Klamath Falls, Oregon, more particularly described on Exhibit A attached hereto (the **"Real Property"**).

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(b) All rights, privileges, easements, and rights of way appurtenant to said Real Property, including without limitation, all mineral, oil and gas and other subsurface rights, development rights, air rights, and water rights (collectively, the **"Appurtenances"**).

(c) All improvements and fixtures located on the Real Property, including, without limitation: (i) the hotel commonly known as the Shilo Inns Klamath Falls (the **"Hotel"**); (ii) all structures affixed to the Real Property; (iii) all apparatus, equipment, and appliances used in connection with the operation or occupancy of the Real Property; and (iv) all facilities used to provide any services to the Real Property and/or the structures affixed thereto (collectively, the **"Improvements"**), excluding those fixtures owned by Tenants or other occupants of the Property or vendors of the Improvements, if any.

(d) All tangible personal property located on and used in connection with the Real Property or the Improvements (excluding the personal property of Tenants, Hotel guests, or other occupants of the Property) (collectively, the **"Personal Property"**).

(e) All rights, title, and interest of Seller in and to the contracts listed on Schedule 2.01(e) (collectively, the **"Assumed Contracts"**).

Section 2.02 Excluded Property. Notwithstanding anything herein to the contrary, **"Property"** does not include:

(a) Any tenant fixtures or other property belonging to Tenants of the Property, or any item leased from third parties or other property belonging to Hotel employees.

(b) The Shilo Inn name, including all derivatives thereof (**"Shilo Service Marks"**), signage containing a Shilo Service Mark, and any brochures, soap, shampoo, ice buckets, faucet handles or other items of equipment, fixtures, consumables or supplies on which the Shilo Services Marks are printed or affixed; provided, however, Buyer may continue to use such items of equipment, fixtures, consumables or supplies for a period of up to 30 days after Closing (the **"Ramp Down Period"**) while it transitions out of such use. Upon expiration of the Ramp Down Period, Buyer shall, at its sole cost, immediately: (i) give 7 days' advance Notice to Shilo Inns Franchise, LLC (**"SFI"**) to make arrangements for SFI to salvage the miscellaneous items described above with Shilo Service Marks at SFI's option after which Buyer may destroy all such items, including removing all signage from the interior and exterior of the Property containing a Shilo Service Mark; and (ii) provide Seller an affidavit from its Chief Operating Officer (or equivalent) attesting to the disposition of such items. Seller shall have the right to inspect the Property, on 24-hour written notice, after the Ramp Down Period to ensure all Shilo Service Marks have been fully removed.

(c) Property of guests of the Hotel in Seller's care, possession, or control (excluding that in guest rooms) on the Closing Date. Buyer shall be responsible from and after the Closing Date for all baggage (and the contents thereof) and other guest property listed in the inventory. Buyer shall indemnify and save and hold Seller harmless from and against any claim arising out of or with respect to the baggage listed in the inventory, and Seller shall indemnify and save and hold Buyer harmless from and against any claim arising prior to the Closing Date out of or with respect to any guest baggage or other guest property not listed in the inventory. The indemnifications included in this Section 2.02(c) shall survive the Closing.

ARTICLE III PURCHASE PRICE AND DEPOSIT

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Section 3.01 Purchase Price. Buyer shall pay Seller the sum of \$14,150,000 (the “Purchase Price”), subject only to such apportionments, adjustments, and credits as are provided in Article IX. Except as otherwise provided the Purchase Price is firm and non-negotiable.

Section 3.02 Payment of Purchase Price. Buyer shall pay the Purchase Price as follows:

(a) The sum of \$1,550,000 (the “**Earnest Money Deposit**”), within three Business Days after the Effective Date by wire transfer of immediately available federal funds to Escrow Agent. \$1,000,000 of the Earnest Money Deposit shall be non-refundable as of the date such funds are deposited with Escrow Agent. The remaining \$550,000 shall be the refundable portion of the Earnest Money Deposit and shall be returned to Buyer according to the terms of this Agreement in the event of termination of this Agreement. In the event Buyer elects to extend the Closing Date as provided in Article V below, the refundable portion of the Earnest Money Deposit shall become nonrefundable other than in the event of the termination of this Agreement pursuant to Sections 12.01(d), 12.03, or 16.03.

(b) The balance of the Purchase Price shall be paid to Seller on the Closing Date, simultaneously with the recording of the Conveyance Deed, by wire transfer of immediately available federal funds to an account at such bank or banks as shall be designated by Seller.

Section 3.03 Earnest Money Deposit.

(a) The Earnest Money Deposit shall be held by Escrow Agent and disbursed in accordance with the terms and conditions of this Agreement. Any interest earned on the principal portion of the Earnest Money Deposit shall be deemed to be part of the Earnest Money Deposit and shall be paid together with the principal portion of the Earnest Money Deposit.

(b) In the event Buyer fails to deposit the Earnest Money Deposit with Escrow Agent in accordance with this Agreement, this Agreement shall automatically terminate, without the need for further notice or instruction.

(c) Whenever in this Agreement Buyer is entitled to a return of the Earnest Money Deposit, Buyer shall be entitled to the return of the Earnest Money Deposit actually being held by Escrow Agent pursuant to this Agreement. Whenever in this Agreement Seller is entitled to retain the Earnest Money Deposit, Seller shall be entitled to the Earnest Money Deposit actually being held by Escrow Agent pursuant to this Agreement.

Section 3.04 No Financing Contingency. Buyer expressly agrees and acknowledges that Buyer’s obligations to pay the Purchase Price and otherwise consummate the transactions contemplated hereby are not in any way conditioned upon Buyer’s ability to obtain financing of any type or nature whatsoever, whether by way of debt financing, equity investment, or otherwise.

ARTICLE IV ACCESS; DUE DILIGENCE

Section 4.01 Due Diligence Period. Buyer shall have either: (a) thirty (30) days after the Effective Date; or (b) until five (5) Business Days before the Closing Date, whichever time period is shorter (the “**Due Diligence Period**”), to complete its inspections of the Property as Buyer deems necessary, desirable, or appropriate; provided, however, that no invasive testing shall be conducted unless: (i) Buyer submits a written request to Seller, which includes a scope of work for such testing;

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and (ii) Seller consents in writing, which consent Seller may withhold in Seller's sole discretion. Seller shall have no obligation to correct any problems that Buyer discovers. Buyer shall have the right to terminate this Agreement upon written notice to Seller delivered at any time prior to 5:00 pm Pacific Time on the last day of the Due Diligence Period. If Buyer does not timely notify Seller of its election to terminate this Agreement, Buyer shall be deemed to have elected to proceed to Closing, subject to the terms and conditions of this Agreement. If Buyer elects to terminate this Agreement as provided in this Section, the Title Company shall return of the refundable portion of the Earnest Money Deposit, if any, and this Agreement shall thereupon be deemed terminated and of no further effect, and neither Party hereto shall have any obligations to the other hereunder or by reason hereof, except for the provisions hereof that expressly survive termination of this Agreement.

Section 4.02 Buyer's Access. Subject to the provisions of Section 4.03, Buyer and its agents, employees, consultants, inspectors, appraisers, engineers, and contractors (collectively "Buyer's Representatives") shall have the right, through the Closing Date, from time to time upon the advance notice required pursuant to Section 4.03(b), to enter upon and pass through the Property during normal business hours to examine and visually inspect the same. Notwithstanding any such inspection, or anything to the contrary herein contained, Buyer's obligations hereunder shall not be limited or otherwise affected as a result of any fact, circumstance, or other matter of any kind discovered following the date hereof in connection with any such inspection, access, or otherwise; it being agreed that Seller is permitting Buyer such right of inspection and access as a courtesy to Buyer in its preparation for taking title to the Property.

Section 4.03 Buyer's Right to Inspect.

(a) In conducting any inspection of the Property or otherwise accessing the Property, Buyer shall at all times: (i) comply with all laws and regulations of all applicable governmental authorities; and (ii) maintain commercial general liability insurance in the minimum liability limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, and provide evidence of same to Seller, at least one Business Day prior to Buyer's or Buyer's Representatives' first entry onto the Property to conduct any inspection. In addition, while conducting any inspection of the Property or otherwise accessing the Property, neither Buyer nor any of Buyer's Representatives shall: (A) contact or have any discussions with any of Seller's or Seller's affiliates', employees, agents, or representatives (other than Seller's Broker and Seller's attorneys), or with any guests or Tenants at, or contractors providing services to, the Property, unless, in each case, Buyer shall obtain the prior written consent of Seller, which consent may be withheld or conditioned in Seller's reasonable discretion; (B) interfere with the business of Seller (or any of its Tenants) conducted at the Property or disturb the use or occupancy of any occupant of the Property other than, in each case, to a *de minimis* extent; or (C) subject to the provisions set forth below in Section 4.04, damage the Property. In conducting the foregoing inspection or otherwise accessing the Property, Buyer and Buyer's Representatives shall at all times comply with, and shall be subject to, the rights of the Tenants under the Leases (and any persons claiming under or through such Tenants). Seller may from time to time establish reasonable rules of conduct for Buyer and Buyer's Representatives in furtherance of the foregoing.

(b) Buyer shall schedule and coordinate all inspections of the Property or other access thereto with Seller, specifically Brian Weiss or Mark Hemstreet, and shall give Seller at least two Business Days' prior notice thereof. Seller shall be entitled to have a representative present at all times during each such inspection or other access. Buyer shall pay to Seller promptly upon demand the cost of repairing and restoring any damage or disturbance which Buyer or Buyer's Representatives shall cause to the Property as necessary to put the Property back to the condition substantially similar to that which existed prior to

Buyer's inspection. All inspection fees, appraisal fees, engineering fees, and other costs and expenses of any kind incurred by Buyer or Buyer's Representatives relating to such inspection and its other access shall be at the sole expense of Buyer.

(c) In the event that the Closing hereunder shall not occur for any reason whatsoever, Buyer shall promptly return to Seller copies of all due diligence materials delivered by Seller to Buyer and shall destroy all copies and abstracts thereof. Buyer and Buyer's Representatives shall not be permitted to conduct borings of the Property or drilling in or on the Property, or any other invasive testing, in connection with the preparation of an environmental audit or in connection with any other inspection of the Property without the prior written consent of Seller, which consent may be withheld in the Seller's sole discretion (and, if such consent is given, Buyer shall be obligated to pay to Seller promptly upon demand the cost of repairing and restoring any damage as aforesaid). The provisions of this Section 4.03(c) shall survive the Closing or any termination of this Agreement.

Section 4.04 Indemnification. Buyer shall defend, indemnify and hold Seller and its disclosed or undisclosed, direct and indirect shareholders, officers, directors, trustees, partners, principals, members, employees, agents, affiliates, representatives, consultants, accountants, contractors, and attorneys or other advisors, and any successors or assigns of the foregoing (collectively with Seller, the "**Seller-Related Parties**") harmless from and against any and all losses, costs, damages, liens, claims, liabilities, or expenses (including, but not limited to, reasonable attorneys' fees, court costs, and disbursements) incurred by any Seller-Related Parties arising from or by reason of Buyer's and/or Buyer's Representatives' access to, or inspection of, the Property, or any tests, inspections, or other due diligence conducted by or on behalf of Buyer, except to the extent such losses, costs, damages, liens, claims, liabilities, or expenses are caused by an existing condition at the Property or are caused by the gross negligence or willful misconduct of any of the Seller-Related Parties. Furthermore, Buyer will be solely responsible for any lien, claim or amount related to any third party vendor or service provider retained by Buyer or Buyer's Representative related to this Agreement whether or not Closing occurs. The provisions of this Section 4.04 shall survive the Closing or any termination of this Agreement.

ARTICLE V CLOSING

Section 5.01 Closing; Closing Date. The closing of the transaction contemplated hereby (the "**Closing**") shall occur the later of: (a) February 29, 2024, unless Buyer has elected to extend the Closing to March 29, 2024 as provided herein; or (b) ten (10) Business Days after Seller receives a Court order approving the sale to Buyer (the "**Closing Date**") in accordance with the terms and conditions of this Agreement, in escrow through the Escrow Agent; provided, however, in no event shall the Closing Date extend beyond April 29, 2024. Buyer shall be entitled to a one time right to extend the Closing Date for thirty (30) days upon at least five (5) Business Days' prior notice to Seller, in which case the refundable portion of the Earnest Money Deposit shall become nonrefundable. Seller shall be entitled to adjourn the Closing Date one or more times upon at least one Business Day's prior notice to Buyer for the time period prescribed in Section 6.03(a)(i) of this Agreement to: (i) remedy or clear any Title Objections; or (ii) satisfy any other conditions to Buyer's obligation to consummate the Closing under this Agreement. Buyer acknowledges and agrees that **TIME SHALL BE OF THE ESSENCE** with respect to the performance by Buyer of its obligations to purchase the Property, pay the Purchase Price and otherwise consummate the transactions contemplated in this Agreement on the Closing Date. For the purposes of this Agreement, any date to which the Seller elects to adjourn the Closing pursuant to the terms of this Agreement, shall be deemed the "**Closing Date**" hereunder.

ARTICLE VI EXCEPTIONS TO TITLE; TITLE MATTERS

Section 6.01 Permitted Exceptions. At Closing, Seller shall cause the Title Company to deliver to Buyer a standard coverage 2006 ALTA owner's policy of title insurance with respect to the Real Property, Appurtenances, and Improvements insuring marketable title to the Real Property, Appurtenances, and Improvements in Buyer, subject only to the matters listed on Schedule 6.01 (collectively, the "**Permitted Exceptions**").

Section 6.02 Title.

(a) Seller shall promptly order from Tigor Title Company in a branch located in Portland, Oregon (the "**Title Company**"), a title examination report (the "**Title Report**") (which Title Report may be issued by one of the Title Company's affiliates) and shall request that the Title Company deliver a copy of the Title Report to Buyer. No later than ten (10) prior to the expiration of the Due Diligence Period (the "**Title Report Objection Date**"), Buyer shall furnish to Seller a writing (the "**Title Report Objection Notice**") specifying any exceptions to title to the Property set forth in the Title Report that are not Permitted Exceptions (each, a "**Title Objection**"). Buyer's failure to timely deliver the Title Report Objection Notice on or prior to the Title Report Objection Date shall constitute Buyer's irrevocable acceptance of the Title Report and Buyer shall be deemed to have unconditionally waived any right to object to any matters set forth therein. If Seller elects, in its sole discretion, to remove any Title Objection by delivering written notice to Buyer within three (3) Business Days after receipt of the Title Report Objection Notice, Seller shall be committed to remove such Title Objections which it has agreed to remove, on or prior to the Closing Date (the failure of which shall be a material default by Seller). Buyer hereby acknowledges and agrees that **TIME IS OF THE ESSENCE** with respect to all time periods relating to Buyer's obligations as set forth in this Article VI. Notwithstanding anything herein to the contrary, Seller shall cause to be released or bonded over the following ("**Monetary Liens**"): (i) any and all mortgages or encumbrances securing the payment of money recorded against the Property, and (ii) involuntary encumbrances (other than those of Buyer or caused by actions attributable to Buyer or any party acting on behalf of Buyer) arising from and after the Effective Date which may be discharged by the payment of a specified amount of money not exceeding Fifty Thousand Dollars (\$50,000).

(b) For the avoidance of doubt, Buyer and Seller hereby acknowledge that Buyer shall only have the right to object to those exceptions to title disclosed on Schedule B of the Title Report that are not Permitted Exceptions. Permitted Exceptions shall be deemed to include, without limitation, any liens, encumbrances, or other title exceptions: (i) which the Title Company is willing to omit as exceptions to title (without additional cost to Buyer or where Seller pays such cost for Buyer provided that the Title Company shall also provide the same coverage to subsequent buyers without cost); or (ii) which shall be extinguished upon the transfer of the Property (collectively, the "**Non-Objectionable Encumbrances**").

(c) Notwithstanding the foregoing or anything to the contrary, if any update of the Title Report delivered to Buyer prior to Closing discloses any exception to title which is not a Permitted Exception (a "**New Matter**") and such New Matter: (i) was not within Buyer's knowledge prior to the Effective Date; (ii) is not the result of the activities of Buyer; and (iii) would have a material, adverse impact on access to or the current use of the Property, and Buyer notifies Seller of its disapproval of such New Matter within two (2)

Business Days after the date of its receipt of the updated Title Report, Seller may elect within five (5) Business Days after the date of receipt of notice from Buyer to notify Buyer that it will remove or correct such New Matter at or prior to Closing. If Seller notifies Buyer that it does not elect to remove or correct such New Matter at or prior to Closing within such five (5) Business Days or does not provide any notice to Buyer before the expiration of such five (5) Business Day period (which shall be deemed an election by Seller not to remove or correct such New Matter), then Buyer may elect within two (2) Business Days after the date of receipt of such notification or deemed notification, either to waive Buyer's objection to such New Matter or to terminate this Agreement, and Buyer's failure to timely make an election to terminate this Agreement shall be deemed an election by Buyer to waive its objections to such New Matters and such New Matters shall be Permitted Exceptions, and Buyer shall proceed with the terms of this Agreement; provided, however, that if Seller or any Person on behalf of Seller caused such New Matter or such New Matter would otherwise qualify as a Voluntary Lien, then Seller shall be obligated to remove or correct such New Matter at or prior to Closing. In the event of any such termination pursuant to this Section, Escrow Holder shall promptly deliver the Earnest Money Deposit to Buyer, and the Parties shall have no further obligations or liabilities hereunder (except for those matters that expressly survive the termination of this Agreement).

Section 6.03 Seller Unable to Convey.

(a) If, on the Closing Date, Seller fails or is unable to convey title to the Property to Buyer subject to and in accordance with the provisions of this Agreement, Seller and Buyer shall have the following rights and obligations:

(i) Seller shall be entitled to reasonable adjournments of the Closing one or more times for a period not to exceed ten (10) Business Days in the aggregate to enable Seller to convey such title to the Property, upon written notice delivered to Buyer on or prior to the Closing Date;

(ii) If Seller does not so elect to adjourn the Closing, and on the Closing Date, fails or is unable to convey title subject to and in accordance with the provisions of this Agreement, Buyer shall be entitled, to either: (A) terminate this Agreement by written notice to Seller and Escrow Agent delivered on the Closing Date, in which event Buyer shall be entitled to a return of the entire Earnest Money Deposit, and this Agreement shall thereupon be deemed terminated and of no further effect, and neither Party hereto shall have any obligations to the other hereunder or by reason hereof, except for the provisions hereof that expressly survive termination of this Agreement; or (B) complete the purchase (with no reduction in the Purchase Price) with such title as Seller is able to convey on the Closing Date. If Buyer shall fail to give such notice as aforesaid, Buyer shall be deemed to have elected clause (B) above and the Closing shall take place on the Closing Date;

(iii) If Seller elects to adjourn the Closing as provided in Section 6.03(a)(i) above, this Agreement shall remain in effect for the period or periods of adjournment, in accordance with its terms. If, on the Closing Date, Seller fails or is unable to convey title to the Property subject to and in accordance with the provisions of this Agreement, Buyer shall make its election between clauses (A) and (B) of Section 6.03(a)(ii) above, by written notice to Seller given not later than the Closing Date or any Seller Adjourned Closing Date, as the case may be. If Buyer shall fail to give such notice as aforesaid, Buyer shall be deemed to have elected clause (B) above and the Closing shall take place on the Closing Date; and

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(iv) To the extent the Title Company is not willing to insure on the foregoing basis but First American Title Company ("**FirstAm**") is committed to insure the same (without additional cost to Buyer) then Seller shall have the right to substitute FirstAm for the Title Company (in which case, all references herein to the "Title Company" shall thereafter refer to FirstAm), provided that if Buyer elects not to use FirstAm, such Title Objections which FirstAm would be committed to remove shall not constitute Title Objections and shall be deemed Permitted Exceptions.

(b) Notwithstanding anything to the contrary contained in this Agreement, Seller shall not be required to take or bring any action or proceeding or any other steps to remove any defect in or objection to title or to fulfill any condition precedent to Buyer's obligations under this Agreement or to expend any moneys therefor, nor shall Buyer have any right of action against Seller therefor, at law or in equity, except that Seller shall, on or prior to the Closing, pay, discharge or remove of record or cause any Voluntary Lien to be paid, discharged, or removed of record at Seller's sole cost and expense. The term "**Voluntary Lien**" as used herein shall mean any lien and other encumbrances (other than Permitted Exceptions) which: (i) Seller has knowingly and intentionally placed (or allowed to be placed) on the Property, including, without limitation, mortgages and mechanics' liens; (ii) are in a liquidated amount; and (iii) may be satisfied solely by the payment of money.

Section 6.04 Title as Seller Can Convey. Notwithstanding anything in Section 6.03 above to the contrary, Buyer may at any time (in its sole discretion) accept such title as Seller can convey, without reduction of the Purchase Price or any credit or allowance on account thereof or any claim against Seller. The acceptance of the Conveyance Deed by Buyer shall be deemed to be full performance of, and discharge of, every agreement and obligation on Seller's part to be performed under this Agreement, except for such matters which are expressly stated to survive the Closing hereunder.

Section 6.05 Unpaid Taxes; Assessments and Charges. Seller shall reimburse Buyer the amount of any unpaid Taxes (or similar charges), and water and sewer charges which Seller is obligated to pay and discharge, if bills therefor, with any interest and penalties thereon figured to said date, are furnished to or obtained by the Title Company at the Closing and the Title Company omits same as an exception to its title policy to be issued at Closing (the "**Title Policy**"). Buyer's right to obtain reimbursement from Seller under this section shall survive for a period of ninety (90) days after Closing, after which time such right shall expire and no longer be enforceable.

Section 6.06 Liens and Other Encumbrances. If the Property shall, at the time of the Closing, be subject to any liens (such as for judgments or Taxes), encumbrances, or other title exceptions which would be grounds for Buyer to object to title hereunder, the same shall not be deemed an objection to title provided that, at the time of the Closing, either: (a) Seller delivers payment at the Closing in the amount required to satisfy the same and delivers to Buyer and/or the Title Company at the Closing, instruments in recordable form (and otherwise in form reasonably satisfactory to the Title Company in order to omit same as an exception to its Title Policy) sufficient to satisfy and discharge of record such liens and encumbrances together with the cost of recording or filing such instruments; or (b) the Title Company shall otherwise issue or bind itself to issue a policy which shall insure Buyer against collection thereof from or enforcement thereof against the Property.

ARTICLE VII CLOSING DELIVERIES

Section 7.01 Seller's Closing Deliveries. Seller shall deliver or cause to be delivered to Buyer the following prior to the Closing Date, except as otherwise specified below:

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(a) One (1) original Statutory Bargain and Sale Deed (the "**Conveyance Deed**") in substantially the form attached hereto as Exhibit B, executed by Seller and acknowledged, and in recordable form, conveying to Buyer the Real Property, Improvements, and Appurtenances, subject only to the Permitted Exceptions.

(b) One (1) Bill of Sale (the "**Bill of Sale**") in substantially the form attached hereto as Exhibit C, executed by Seller, conveying to Buyer good and marketable title to the Personal Property as described in the Bill of Sale, free and clear of all encumbrances and adverse claims.

(c) Two (2) Assignment and Assumption of Assumed Contracts (the "**Assignment of Contracts**") in substantially the form attached hereto as Exhibit E, each executed by Seller and assigning to Buyer all Seller's right, title, and interest in the Assumed Contracts.

(d) One (1) affidavit in substantially the form attached hereto as Exhibit F, executed by Seller and stating its taxpayer identification number for federal income tax purposes and that Seller is not a foreign person within the meaning of Section 1445, et seq. of the Internal Revenue Code (the "**FIRPTA Certificate**").

(e) One (1) affidavit in the form provided by the Title Company executed by Seller stating that the proceeds of the transaction are not subject to withholding under ORS Chapter 29 (the "**State Withholding Certificate**").

(f) Copies of all Assumed Contracts.

(g) To the extent in the possession of Seller, all books, records, and other documents in Seller's possession, custody, or control that are used in the Property's maintenance and operation and requested by Buyer.

(h) To the extent in the possession of Seller, all keys, key cards, and codes for entrance to the Property in Seller's possession and identification of the locks to which they correspond.

(i) A consent of the Manager or Receiver authorizing the transaction contemplated hereby and the execution and delivery of the documents required to be executed and delivered hereunder.

(j) Reasonable evidence that any and all property or hotel management agreements and franchise or license agreements encumbering the Property have been terminated by Seller prior to or effective on the Closing Date.

(k) One (1) original title affidavit in a form reasonably acceptable to Seller and the Title Company.

(l) Two (2) Closing Statements.

(m) All other documents reasonably necessary or otherwise required by the Escrow Agent or the Title Company to consummate the transactions contemplated by this Agreement, including a Court order approving the sale to Buyer.

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Section 7.02 Delivery of Documents. Seller shall be deemed to have delivered the items set forth in subsections (g), (h), and (i) above if same are left in the management office located at the Property, or if there is not a management office located at the Property, any other locked and secure space located at the Property, on the Closing Date.

Section 7.03 Buyer's Closing Deliveries. Buyer shall deliver or cause to be delivered to Escrow Agent, prior to the Closing Date, all the following:

- (a) The balance of the Purchase Price as set forth in Section 3.02(b).
- (b) Two (2) Assignment of Contracts, each executed by Buyer and assuming all Seller's obligations under the Assumed Contracts.
- (c) An acknowledgment of receipt of the copies (or originals) of the Assumed Contracts delivered by Seller.
- (d) A consent of the board of directors of Buyer authorizing the transaction contemplated hereby and the execution and delivery of the documents required to be executed and delivered hereunder.
- (e) Such evidence as the Title Company may require as to the authority of the person or persons executing documents on behalf of Buyer.
- (f) Two (2) Closing Statements.
- (g) All other documents reasonably necessary or otherwise required by the Escrow Agent or the Title Company to consummate the transactions contemplated by this Agreement.

ARTICLE VIII CLOSING COSTS

Section 8.01 Seller's Closing Costs. Seller shall pay the following costs and expenses in connection with the transaction contemplated by this Agreement:

- (a) One-half Escrow Agent's fees.
- (b) All recording fees for releasing any liens on the Real Property that Seller is required to remove under this Agreement.
- (c) Seller's Broker's fees.
- (d) The cost of an ALTA standard coverage owner's Title Policy.
- (e) Any and all costs incurred by Seller in connection with the preparation, review, and negotiation of this Agreement and the transactions and the Closing contemplated by this Agreement, including any attorneys' or consultancy fees.

Section 8.02 Buyer's Closing Costs. Buyer shall pay the following costs and expenses in connection with the transaction contemplated by this Agreement:

- (a) One-half Escrow Agent's fees.

- (b) Recording fees for the recording of the Conveyance Deed.
- (c) Buyer's broker's fees, if any.
- (d) Any fees or expenses payable for the assignment, transfer, or conveyance of any Assumed Contracts, and any fees payable to replace the goods or services that are not assigned or transferred to Buyer.
- (e) The cost of the survey if Buyer elects to have a survey performed.
- (f) The additional cost for an ALTA extended coverage owner's Title Policy and for the cost of any other increase in the amount or scope of title insurance if Buyer elects to increase the amount or scope of title insurance coverage provided in the ALTA standard coverage owner's Title Policy. Buyer shall pay for all endorsements not included in the ALTA standard coverage owner's Title Policy.
- (g) Any and all costs associated with any financing Buyer may obtain to consummate the Property's acquisition.
- (h) Any and all costs incurred by Buyer in connection with the preparation, review, and negotiation of this Agreement and the transactions and the Closing contemplated by this Agreement, including any expenses associated with Buyer's investigation of the Property, and any attorneys' or consultancy fees.

Section 8.03 Other Transaction Costs. All other fees, costs, and expenses not expressly addressed in this Article VIII or elsewhere in this Agreement shall be allocated between Seller and Buyer in accordance with applicable local custom for similar transactions.

ARTICLE IX APPORTIONMENTS

Section 9.01 Apportionments at Closing. The Parties shall prorate the following as of the Closing Date so that the Closing Date is a day of income and expense for Buyer (the "**Apportionment Date**") on the basis of the actual number of days of the month which shall have elapsed as of the Closing Date and based upon the actual number of days in the month and a 365 day year:

- (a) Fixed rents payable by Tenants which are collected on or prior to the Closing in respect of the month (or other applicable collection period) in which the Closing occurs (the "**Current Month**"), on a per diem basis based upon the number of days in the Current Month prior to the Closing Date (which shall be allocated to Seller) and the number of days in the Current Month on and after the Closing Date (which shall be allocated to Buyer).
- (b) Buyer shall receive a credit for all prepaid deposits for Bookings scheduled to occur on or after the Closing Date. Seller shall receive a credit in an amount equal to: (i) all amounts charged to the Guest Ledger for all room nights up to (but not including) the night during which the Apportionment Date occurs.
- (c) Seller shall receive a credit for all Accounts Receivable and Buyer shall be entitled to all amounts collected for such Accounts Receivable.

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(d) Seller shall receive a credit for all cash on hand or on deposit in any house bank at the Hotel which shall remain on deposit for the benefit of Buyer.

(e) All Taxes affecting the Property shall be prorated as of the Apportionment Date between Seller and Buyer. If the amount of such Taxes is not ascertainable on the Closing Date, the proration for such Taxes shall be based on the most recent available bill; provided, however, that after the Closing, Seller and Buyer shall re-prorate the Taxes and pay any deficiency in the original proration to the other Party promptly upon receipt of the actual bill for the relevant taxable period. Specifically, regarding real property taxes, the following shall apply. Real property taxes shall be apportioned on the basis of the fiscal period for which assessed. If the Closing Date shall occur before an assessment is made or a tax rate is fixed for the tax period in which the Closing Date occurs, the apportionment of such real property taxes based thereon shall be made at the Closing Date by applying the tax rate for the preceding year to the latest assessed valuation, but, promptly after the assessment and/or tax rate for the current year are fixed, the apportionment thereof shall be recalculated and Seller or Buyer, as the case may be, shall make an appropriate payment to the other within 30 days based on such recalculation. Specifically regarding special or general assessments, the following shall apply. If as of the Closing Date the Real Property or any portion thereof shall be affected by any special or general assessments which are or may become payable in installments of which the first installment is then a lien and has become payable, Seller shall pay the unpaid installments of such assessments that are due prior to the Closing Date and Buyer shall pay the installments that are due on or after the Closing Date.

(f) All water, electric, telephone, fuel, and other utility charges that were prorated as of the Closing Date based on the last ascertainable bill shall be adjusted and prorated as of the Closing Date upon receipt of the actual statements for said utilities.

(g) Any charges or fees for transferable licenses and permits for the Property. Buyer shall be responsible for obtaining, to the extent required for the continuation of Hotel operations, the transfer of all licenses and permits (to the extent transferable) held by Seller or the issuance of new licenses and permits. Buyer shall submit all necessary applications and other materials to the appropriate governmental authority, including for applications for licenses and permits related to the sale and service of alcoholic beverages.

(h) Any amounts prepaid or payable by the owner of the Property under the Assumed Contracts. Seller shall receive a credit for all advance payments or deposits made with respect to FF&E, supplies, F&B, and retail merchandise ordered, but not delivered to the Hotel prior to the Closing Date, and Buyer shall pay the amounts which become due and payable for such FF&E, Supplies, F&B, and Retail Merchandise.

(i) All other income the Property generates.

(j) All other costs and expenses of operating the Property customarily apportioned in connection with sales of properties substantially similar to the Property in the City of Klamath Falls and State of Oregon.

Section 9.02 Security Deposits. All unapplied security deposits and advance rentals in the nature of security deposits, if any, which are in the possession or control of Seller on the Closing Date shall be turned over and assigned to Buyer at the Closing. Buyer acknowledges and agrees that Seller shall not be liable with respect to the claim of any Tenant for any security deposit which was not turned over to Seller by the prior owner or owners of the Property. Buyer further acknowledges

that Seller shall be entitled to retain the security deposit of any Tenant whose Lease has been terminated and who is not in possession of the Property on the Closing Date. Seller agrees that it shall not after the date hereof apply any security deposits for any Tenants against the payment of rents thereunder unless any such Tenant vacates.

Section 9.03 Operating Costs and Expenses. All operating costs and expenses accrued before the Closing Date shall be paid by Seller on or before the Closing Date or promptly upon receipt of applicable statements. All operating costs and expenses accruing on or after the Closing Date shall be paid by Buyer.

Section 9.04 Post-Closing Adjustments.

(a) To the extent that the amounts of any required prorations cannot be identified with reasonable certainty prior to the Closing Date, the prorations shall be made as soon as reasonably practicable after the Closing but in no event more than 45 Business Days thereafter. Refunds to Seller or Buyer shall be made after the Closing Date as soon as reasonably practicable after identification, but in no event more than 45 Business Days thereafter.

(b) Each Party shall remit reasonably promptly to the other the amount of such rents to which such Party is so entitled and to account to the other Party monthly in respect of same. Seller shall have the right from time to time for a period of 60 Business Days following the Closing, on reasonable prior notice to Buyer, to review Buyer's rental records with respect to the Property to ascertain the accuracy of such accountings. Buyer shall have the right from time to time for a period of 60 Business Days following the Closing, on reasonable prior notice to Seller, to review Seller's rental records with respect to the Property to ascertain the accuracy of such accountings.

(c) Subsequent to the Closing, Buyer agrees that it shall promptly render bills for and shall exercise reasonable diligence in the collection of any rent due to Seller pursuant to this Agreement. The obligations of Buyer and Seller to pay over to the other rents collected as provided in Section 9.01 shall be an independent covenant of Buyer and Seller and such payments shall be made promptly without any setoff or deduction whatsoever. Nothing herein shall preclude Seller from asserting separate and independent claims against Tenants owing rent to which Seller is entitled hereunder, including, without limitation, the institution of such actions and proceedings as Seller shall deem necessary or advisable for the purpose of collecting such rent, except after the Closing Date, Seller shall not institute any summary dispossession, eviction, or similar proceedings which affect the possessory rights of any Tenant.

Section 9.05 Seller's Insurance. Seller shall not be required to assign any policies of insurance in respect of the Property to Buyer and Buyer shall be responsible for obtaining its own insurance as of the Closing Date

Section 9.06 Survival. The provisions of this Article IX shall survive the Closing or the earlier termination of this Agreement. Any corrected adjustment or proration shall be paid by wire transfer of immediately available funds to the Party entitled thereto.

ARTICLE X COVENANTS

Section 10.01 Seller's Covenants. Seller covenants that from the Effective Date until the Closing, Seller shall:

- (a) Maintain the Property in the ordinary course of business and deliver the Property to Buyer at the Closing in substantially the same condition it was in as of the Effective Date, ordinary wear and tear excepted;
- (b) Continue to accept Bookings for the Hotel in accordance with current practices;
- (c) Continue its current practices with respect to leasing and contracts affecting the Property;
- (d) Maintain general liability and property damage insurance in amounts that it customarily maintains; and
- (e) Comply with all laws applicable to the Property, use, or occupancy thereof.

Section 10.02 Buyer's Covenants. Buyer covenants that from the Effective Date until the Closing, Buyer shall:

- (a) Not, through its officers, employees, managers, contractors, consultants, agents, representatives or any other person, directly or indirectly, communicate with any employees of the Hotel or any employees or other agents of Seller or any person representing any of the foregoing involving any matter with respect to the Property or the Hotel, the employees or this Agreement, without Seller's prior written consent (which may be withheld in Seller's sole and absolute discretion), unless such communication is arranged by Seller.
- (b) Honor all Bookings made prior to the Closing Date for any period on or after the Closing Date, and such obligation shall survive Closing.

ARTICLE XI REPRESENTATIONS AND WARRANTIES

Section 11.01 Seller's Representations and Warranties.

- (a) Except as expressly set forth in this Section 11.01, Seller has not made and does not make any representations or warranties, including any representations or warranties as to the physical and environmental condition, layout, leases, footage, rents, income, expenses, zoning, or other matters with respect to the Property and sells the Property on an "AS IS, WHERE IS BASIS".
- (b) Seller represents and warrants that:
 - (i) Seller is a limited liability company duly formed and in good standing under the laws of the State of Oregon. The individuals executing this Agreement on behalf of Seller have the power and authority to bind Seller to the terms and conditions of this Agreement;

(ii) This Agreement is valid and binding upon Seller, subject to approval of the Court;

(iii) Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code 1986, as amended, or any regulations promulgated thereunder (collectively, the "Code");

(iv) Seller is not, and shall not become, a person or entity with whom United States persons or entities are restricted or prohibited from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's specially designated and blocked persons list) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and shall not engage in any dealings or transactions or be otherwise associated with such persons or entities; and

(v) All representations and warranties made by knowledge in this Agreement are made based on the actual knowledge of Brian Weiss, without any duty to review or investigate, the matters to which such knowledge, or the absence thereof, pertains and with no imputed knowledge whatsoever, whether from any partner, officer, director, member, shareholder, or employee of Seller. Brian Weiss shall have no personal liability arising out of any representations or warranties made herein.

Section 11.02 Buyer's Representations and Warranties.

(a) Buyer represents and warrants that:

(i) Buyer has full power and authority to enter into and perform this Agreement in accordance with its terms. Buyer is a corporation validly formed and in good standing under the laws of the State of California. Buyer is or will be prior to the Closing Date duly qualified to do business and is in good standing in the State of Oregon. All requisite action (corporate, trust, partnership, or otherwise) has been taken by Buyer in connection with this Agreement or shall have been taken on or prior to the Closing Date. Buyer's execution, delivery, and performance of this Agreement have been duly authorized, and all required consents or approvals have been obtained. The individuals executing this Agreement on behalf of Buyer have the power and authority to bind Buyer to the terms and conditions of this Agreement;

(ii) This Agreement is a valid and binding obligation of Buyer, enforceable against Buyer;

(iii) Buyer has not violated any contract, agreement, or other instrument to which Buyer is a party nor any judicial order, judgment, or decree to which Buyer is bound by: (A) entering into this Agreement; (B) executing any of the documents Buyer is obligated to execute and deliver on the Closing Date; or (C) performing any of its duties or obligations under this Agreement or otherwise necessary to consummate the transactions contemplated by this Agreement;

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(iv) There are no actions, lawsuits, litigation, or proceedings pending or threatened in any court or before any governmental or regulatory agency that affect Buyer's power or authority to enter into or perform this Agreement;

(v) Buyer shall defend and indemnify Seller against, and hold Seller harmless from, all claims, demands, liabilities, losses, damages, costs, and expenses, including reasonable attorneys' fees, asserted by third parties for any breach, default, or violation of any Assumed Contract, or covenant thereof, occurring after the Closing Date;

(vi) Except for the express representations and warranties of Seller found in Section 11.01, Buyer is acquiring the Property on an "AS IS, WHERE IS" basis, without any representation or warranty of any kind or nature whatsoever, express or implied, and Buyer acknowledges that no such representations or warranties have been made except as set forth in writing herein. In deciding whether to acquire the Property, Buyer is relying solely on Buyer's investigation and its own due diligence performed on the Property;

(vii) Buyer is not, and shall not become, a person or entity with whom United States persons or entities are restricted or prohibited from doing business under regulations OFAC (including those named on OFAC's specially designated and blocked persons list) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and shall not engage in any dealings or transactions or be otherwise associated with such persons or entities; and

(viii) There are no judgments, orders, or decrees of any kind against Buyer unpaid or unsatisfied of record, nor any actions, suits, or other legal or administrative proceedings pending or, to Buyer's actual knowledge, threatened against Buyer, which would have any material adverse effect on the business or assets or the condition, financial or otherwise, of Buyer or the ability of Buyer to consummate the transactions contemplated by this Agreement.

Section 11.03 No Representations. BUYER HEREBY ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY SET FORTH IN SECTION 11.01, NEITHER SELLER, NOR ANY PERSON ACTING ON BEHALF OF SELLER, NOR ANY PERSON OR ENTITY WHICH PREPARED OR PROVIDED ANY OF THE MATERIALS REVIEWED BY BUYER IN CONDUCTING ITS DUE DILIGENCE, NOR ANY DIRECT OR INDIRECT OFFICER, DIRECTOR, PARTNER, MEMBER, SHAREHOLDER, EMPLOYEE, AGENT, REPRESENTATIVE, ACCOUNTANT, ADVISOR, ATTORNEY, PRINCIPAL, AFFILIATE, CONSULTANT, CONTRACTOR, SUCCESSOR, OR ASSIGN OF ANY OF THE FOREGOING PARTIES (SELLER, SELLER-RELATED PARTIES AND ALL THE OTHER PARTIES DESCRIBED IN THE PRECEDING PORTIONS OF THIS SENTENCE (OTHER THAN BUYER) SHALL BE REFERRED TO HEREIN COLLECTIVELY AS THE "EXCULPATED PARTIES") HAS MADE OR SHALL BE DEEMED TO HAVE MADE ANY ORAL OR WRITTEN REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE (INCLUDING WITHOUT LIMITATION WARRANTIES OF HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE), WITH RESPECT TO THE PROPERTY, THE PERMITTED USE OF THE PROPERTY, OR THE ZONING AND OTHER LAWS, REGULATIONS, AND RULES APPLICABLE THERETO OR THE COMPLIANCE BY THE PROPERTY THEREWITH, THE REVENUES AND EXPENSES GENERATED BY OR

ASSOCIATED WITH THE PROPERTY, OR OTHERWISE RELATING TO THE PROPERTY OR THE TRANSACTIONS CONTEMPLATED HEREIN. BUYER FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL MATERIALS WHICH HAVE BEEN PROVIDED BY ANY OF THE EXCULPATED PARTIES HAVE BEEN PROVIDED WITHOUT ANY WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, AS TO THEIR CONTENT, SUITABILITY FOR ANY PURPOSE, ACCURACY, TRUTHFULNESS, OR COMPLETENESS AND, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BUYER SHALL NOT HAVE ANY RECOURSE AGAINST SELLER OR ANY OF THE OTHER EXCULPATED PARTIES IN THE EVENT OF ANY ERRORS THEREIN OR OMISSIONS THEREFROM. BUYER IS ACQUIRING THE PROPERTY BASED SOLELY ON ITS OWN INDEPENDENT INVESTIGATION AND INSPECTION OF THE PROPERTY AND NOT IN RELIANCE ON ANY INFORMATION PROVIDED BY SELLER, OR ANY OF THE OTHER EXCULPATED PARTIES, EXCEPT FOR THE REPRESENTATIONS, WARRANTIES, AND COVENANTS EXPRESSLY SET FORTH HEREIN. EXCEPT AS EXPRESSLY SET FORTH HEREIN, BUYER EXPRESSLY DISCLAIMS ANY INTENT TO RELY ON ANY SUCH MATERIALS PROVIDED TO IT BY SELLER IN CONNECTION WITH ITS DUE DILIGENCE AND AGREES THAT IT SHALL RELY SOLELY ON ITS OWN INDEPENDENTLY DEVELOPED OR VERIFIED INFORMATION.

ARTICLE XII CONDITIONS TO CLOSING

Section 12.01 Conditions to Obligations of Seller. Notwithstanding anything to the contrary contained herein, the obligation of Seller to close title in accordance with this Agreement is expressly conditioned upon the fulfillment by and as of the time of the Closing of each of the conditions listed below, provided that Seller, at its election, evidenced by written notice delivered to Buyer at or prior to the Closing, may waive any of such conditions:

(a) Buyer shall have: (i) executed and delivered to Seller all the documents required pursuant to Section 7.03 above; (ii) paid the full balance of the Purchase Price in accordance with Section 3.02(b) above; (iii) paid all other sums of money required under this Agreement; and (iv) taken or caused to be taken all the other actions required of Buyer pursuant to this Agreement.

(b) Buyer shall not be in material default of any covenant or agreement to be performed by Buyer under this Agreement and shall have performed all other material obligations required to be performed by it under this Agreement on or prior to the Closing Date.

(c) On the Closing Date all representations and warranties made by Buyer in Section 11.02 shall be true and correct in all material respects as if made on the Closing Date.

(d) Given that Seller is in receivership, Seller shall obtain:

(i) An order issued by and filed with the Court approving the sale and satisfaction of all requirements set forth in such order. Seller shall file a motion for such order promptly after the expiration of the Due Diligence Period; and

(ii) Confirmation from the Title Company that it will issue the Title Policy at Closing.

If, after reasonable efforts, Seller is unable to satisfy the above requirements set forth in Section 12.01(d), Seller may terminate this Agreement by written notice to Buyer. In the event of such termination, the entire portion of Buyer's Earnest Money Deposit shall be returned, and Buyer and Seller shall have no further obligations hereunder, except those expressly stated to survive the termination hereof.

Section 12.02 Conditions to Obligations of Buyer. Notwithstanding anything to the contrary contained herein, the obligation of Buyer to close title and pay the Purchase Price in accordance with this Agreement is expressly conditioned upon the fulfillment by and as of the time of the Closing of each of the conditions listed below, provided that Buyer, at its election, evidenced by written notice delivered to Seller at or prior to the Closing, may waive all or any of such conditions:

(a) Seller shall have executed and delivered to Buyer all the documents required to be delivered by Seller pursuant to Section 7.01 above and shall have taken all other actions required of Seller at the Closing.

(b) Seller shall not be in material default of any covenant or agreement to be performed by Seller under this Agreement and shall have performed all other material obligations required to be performed by it under this Agreement on or prior to the Closing Date.

(c) All representations and warranties made by Seller in Section 11.01 shall be true and correct in all material respects as if made on the Closing Date.

(d) The Title Company shall be willing to insure title to the Property pursuant to the ALTA standard coverage owner's Title Policy.

Section 12.03 Failure of Conditions to Closing.

(a) If Buyer is unable to timely satisfy (and Seller has not waived in writing) the conditions precedent to Seller's obligation to effect the Closing, and such failure of condition precedent (i) is not the result of Seller's default hereunder and (ii) except for Buyer's failure to fund the full balance of the Purchase Price (for which there is no cure), is not cured within 5 days of notice from Seller, then such failure shall constitute a default hereunder, in which case, Seller shall have the right to terminate this Agreement by notice thereof to Buyer in accordance with the terms of this Agreement. If this Agreement is so terminated, then Seller shall be entitled to receive the entire Earnest Money Deposit and thereafter, neither Party shall have any further obligations hereunder, except those expressly stated to survive the termination hereof.

(b) If Seller is unable to timely satisfy the conditions precedent to Buyer's obligation to effect the Closing (and Buyer has not waived the same in writing), and such failure of condition precedent is not the result of Seller's default hereunder, then Buyer or Seller shall be entitled to terminate this Agreement by notice thereof to the other Party in accordance with the terms of this Agreement. If this Agreement is so terminated, then Buyer shall be entitled to receive the entire Earnest Money Deposit, and thereafter neither Party shall have any further obligations hereunder, except those expressly stated to survive the termination hereof.

**ARTICLE XIII
BROKERAGE COMMISSIONS**

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Section 13.01 Buyer Representation. Buyer represents and warrants to Seller that it has not dealt or negotiated with or engaged on its own behalf or for its benefit, any broker, finder, consultant, advisor, or professional in the capacity of a broker or finder (each a “**Broker**”) in connection with this Agreement or the transactions contemplated hereby. Buyer shall indemnify, defend, and hold Seller-Related Parties, harmless from and against any and all claims, demands, causes of action, losses, costs and expenses (including reasonable attorneys’ fees, court costs, and disbursements) arising from any claim for commission, fees, or other compensation or reimbursement for expenses made by any Broker engaged by or claiming to have dealt with Buyer in connection with this Agreement or the transactions contemplated hereby.

Section 13.02 Seller Representation. Seller represents and warrants to Buyer that it has not dealt or negotiated with or engaged on its own behalf or for its benefit, any Broker in connection with this Agreement or the transactions contemplated hereby other than Marcus & Millichap (the “**Seller’s Broker**”). Seller shall indemnify, defend, and hold Buyer and its disclosed and undisclosed direct and indirect shareholders, officers, directors, partners, principals, members, employees, agents, contractors, and any successors or assigns of the foregoing, harmless from and against any and all claims, demands, causes of action, losses, costs and expenses (including reasonable attorneys’ fees, court costs, and disbursements) arising from any claim for commission, fees, or other compensation or reimbursement for expenses made by any Broker (including Seller’s Broker) engaged by or claiming to have dealt with Seller in connection with this Agreement or the transactions contemplated hereby. Seller shall pay Seller’s Broker in accordance with the terms of a separate agreement between Seller and Seller’s Broker.

Section 13.03 Survival. The provisions of this Article XIII shall survive the termination of this Agreement or the Closing.

ARTICLE XIV AS-IS

Section 14.01 AS-IS, WHERE-IS. Except as expressly set forth in this Agreement to the contrary, Buyer is expressly purchasing the Property in its existing condition “AS-IS, WHERE-IS, AND WITH ALL FAULTS” with respect to all facts, circumstances, conditions, and defects, and Seller has no obligation to determine or correct any such facts, circumstances, conditions, or defects or to compensate Buyer for same. Seller has specifically bargained for the assumption by Buyer of all responsibility to investigate the Property, Laws and Regulations, Rights, Facts, Assumed Contracts, Violations, and of all risk of adverse conditions and has structured the Purchase Price and other terms of this Agreement in consideration thereof. Buyer has undertaken all such investigations of the Property, Laws and Regulations, Rights, Facts, Assumed Contracts, and Violations, as Buyer deems necessary or appropriate under the circumstances as to the status of the Property and based upon same, Buyer is and shall be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel, and officers. Buyer is and shall be fully satisfied that the Purchase Price is fair and adequate consideration for the Property and, by reason of all the foregoing, Buyer assumes the full risk of any loss or damage (subject to Section 15.01 below) occasioned by any fact, circumstance, condition, or defect pertaining to the Property.

Section 14.02 No Warranty or Other Representation. Except as expressly set forth in this Agreement to the contrary, Seller hereby disclaims all warranties of any kind or nature whatsoever (including, without limitation, warranties of habitability and fitness for particular purposes), whether expressed or implied including, without limitation warranties with respect to the Property. Except as is expressly set forth in this Agreement to the contrary, Buyer acknowledges that it is not relying upon any representation of any kind or nature made by Seller, or Seller’s

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Broker, or any of their respective direct or indirect members, partners, shareholders, officers, directors, employees, or agents, with respect to the Property, and that, in fact, except as expressly set forth in this Agreement to the contrary, no such representations were made. To the extent required to be operative, the disclaimers and warranties contained herein are "conspicuous" disclaimers for purposes of any applicable law, rule, regulation, or order.

Section 14.03 Environmental Laws; Hazardous Materials. Seller makes no warranty with respect to the presence of Hazardous Materials on, above, or beneath the Property (or any parcel in proximity thereto) or in any water on or under the Property. The Closing hereunder shall be deemed to constitute an express waiver of Buyer's right to cause Seller to be joined in any action brought under any Environmental Laws. As used herein, the term "**Hazardous Materials**" shall mean: (a) those substances included within the definitions of any one or more of the terms "hazardous materials," "hazardous wastes," "hazardous substances," "industrial wastes," and "toxic pollutants," as such terms are defined under the Environmental Laws, or any of them; (b) petroleum and petroleum products, including, without limitation, crude oil and any fractions thereof; (c) natural gas, synthetic gas, and any mixtures thereof; (d) asbestos and or any material which contains any hydrated mineral silicate, including, without limitation, chrysotile, amosite, crocidolite, tremolite, anthophyllite, and/or actinolite, whether friable or non-friable; (e) polychlorinated biphenyl ("PCBs") or PCB-containing materials or fluids; (f) radon; (g) any other hazardous or radioactive substance, material, pollutant, contaminant, or waste; and (h) any other substance with respect to which any Environmental Law or governmental authority requires environmental investigation, monitoring, or remediation. As used herein, the term "**Environmental Laws**" shall mean all federal, state, and local laws, statutes, ordinances, and regulations, now or hereafter in effect, in each case as amended or supplemented from time to time, including, without limitation, all applicable judicial or administrative orders, applicable consent decrees, and binding judgments relating to the regulation and protection of human health, safety, the environment, and natural resources (including, without limitation, ambient air, surface water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species and vegetation), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 et seq.), the Hazardous Material Transportation Act, as amended (49 U.S.C. §§ 5101 et seq.), the Federal Insecticide, Fungicide, and Rodenticide Act, as amended (7 U.S.C. §§ 136 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 6901 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601 et seq.), the Clean Air Act, as amended (42 U.S.C. §§ 7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 et seq.), the Safe Drinking Water Act, as amended (42 U.S.C. §§ 300f et seq.), any state or local counterpart or equivalent of any of the foregoing, and any federal, state, or local transfer of ownership notification or approval statutes.

Section 14.04 Seller Release. Buyer shall rely solely upon Buyer's own knowledge of the Property based on its investigation of the Property and its own inspection of the Property in determining the Property's physical condition and Buyer agrees that it shall, subject to the express warranties, representations, and conditions contained in this Agreement, assume the risk that adverse matters, including but not limited to, construction defects and adverse physical and environmental conditions, may not have been revealed by Buyer's investigations. Except as expressly set forth in this Agreement to the contrary, Buyer releases Seller, the Seller-Related Parties and their respective successors and assigns from and against any and all claims which Buyer or any party related to or affiliated with Buyer (each, a "**Buyer-Related Party**") has or may have arising from or related to any matter or thing related to or in connection with the Property except as expressly set forth in this Agreement to the contrary, including the documents and information referred to herein, any construction defects, errors, or omissions in the design or construction and any environmental conditions and, except as expressly set forth in this Agreement to the contrary, neither Buyer nor any Buyer-Related Party shall look to Seller, the Seller-Related Parties, or their

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respective successors and assigns in connection with the foregoing for any redress or relief. This release shall be given full force and effect according to each of its express terms and provisions, including those relating to unknown and unsuspected claims, damages, and causes of action. To the extent required to be operative, the disclaimers and warranties contained herein are "conspicuous" disclaimers for purposes of any applicable law, rule, regulation, or order.

Section 14.05 Survival. The provisions of this Article XIV shall survive the Closing or the earlier termination of this Agreement and shall not be deemed to have merged into any of the documents executed or delivered at the Closing.

ARTICLE XV RISK OF LOSS

Section 15.01 Risk of Loss. If prior to the Closing Date any portion of the Property shall be taken by condemnation or eminent domain or damaged or destroyed by fire or other casualty, neither Party shall have the right to cancel this Agreement. Buyer shall purchase the Property in accordance with this Agreement, and the Purchase Price shall not be reduced; provided, however, that Seller's rights to any award resulting from such taking or any insurance proceeds resulting from such fire or other casualty (less any sums expended by Seller for repair or restoration through the Closing Date) shall be assigned by Seller to Buyer at the Closing and Buyer shall receive a credit in the amount of any applicable deductibles. Buyer and Seller hereby irrevocably waive the provision of any statute that provides for a different outcome or treatment if the Property shall be taken or damaged or destroyed by fire or other casualty.

ARTICLE XVI REMEDIES

Section 16.01 Liquidated Damages. THE PARTIES ACKNOWLEDGE THAT THEY HAVE DISCUSSED THE TYPE AND MAGNITUDE OF DAMAGES THAT EACH COULD SUFFER IF THIS AGREEMENT TERMINATES BECAUSE OF THE OTHER PARTY'S BREACH OR DEFAULT HEREUNDER. FURTHERMORE, EACH ACKNOWLEDGES THAT IT HAS NEGOTIATED THIS TOPIC IN GOOD FAITH WITH THE OTHER AND HAS CONCLUDED THAT IT IS EXTREMELY DIFFICULT AND IMPRACTICAL TO AFFIX A DOLLAR AMOUNT TO DAMAGES FOR BREACH OR DEFAULT.

Section 16.02 Seller's Remedies in the Event of Buyer's Breach or Default.

(a) SELLER'S SOLE REMEDY, AT LAW OR IN EQUITY, IN THE EVENT OF A DEFAULT OR BREACH BY BUYER, IS FOR SELLER TO KEEP THE EARNEST MONEY DEPOSIT AND ALL INTEREST EARNED THEREON AS LIQUIDATED DAMAGES (NOT AS A PENALTY), WITHOUT ADDITIONAL INSTRUCTIONS TO ESCROW AGENT, AND THEREAFTER THIS AGREEMENT SHALL TERMINATE AND SELLER SHALL HAVE NO FURTHER RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT EXCEPT FOR THOSE THAT ARE EXPRESSLY STATED TO SURVIVE THE TERMINATION THEREOF. THESE LIQUIDATED DAMAGES SHALL BE IN LIEU OF ANY OTHER RELIEF TO WHICH SELLER MIGHT BE ENTITLED BECAUSE OF BUYER'S BREACH OR DEFAULT AND THAT SELLER HEREBY WAIVES ANY RIGHT IT MIGHT HAVE HAD TO AN ACTION FOR SPECIFIC PERFORMANCE.

(b) This Agreement confers no present right, title, or interest in the Property to Buyer and Buyer agrees not to, and waives its right to, file a *lis pendens* or other similar notice against the Property. Notwithstanding the foregoing, if Seller terminates this

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Agreement pursuant to a right given to it hereunder and Buyer takes any action that interferes with Seller's ability to sell, exchange, transfer, lease, dispose of, or finance the Property or take any other actions with respect thereto (including, without limitation, the filing of any *lis pendens* or other form of attachment against the Property), then Buyer shall be liable for all loss, cost, damage, liability, or expense (including, without limitation, reasonable attorneys' fees, court costs, and disbursements and consequential damages) incurred by Seller by reason of such action to contest by Buyer.

Section 16.03 Buyer's Remedies in the Event of Seller's Breach or Default. BUYER'S SOLE REMEDY, AT LAW OR IN EQUITY, IN THE EVENT OF A DEFAULT OR BREACH BY SELLER UNDER THIS AGREEMENT, IS FOR BUYER TO (a) HAVE RETURNED TO IT THE ENTIRE EARNEST MONEY DEPOSIT, AND ALL INTEREST EARNED THEREON AS LIQUIDATED DAMAGES (NOT AS A PENALTY), AND (b) REIMBURSEMENT BY SELLER OF BUYER'S ACTUAL AND REASONABLE OUT-OF-POCKET EXPENSES (NOT TO EXCEED \$25,000) IN CONNECTION WITH THE NEGOTIATION OF THIS AGREEMENT AND THE PURSUIT OF THE CLOSING HEREUNDER; AND THEREAFTER THIS AGREEMENT SHALL TERMINATE AND BUYER SHALL HAVE NO FURTHER RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT EXCEPT THOSE THAT ARE EXPRESSLY STATED TO SURVIVE THE TERMINATION OF THIS AGREEMENT. THE REMEDY PROVIDED IN THIS SECTION 16.03 IS BUYER'S SOLE REMEDY AND SHALL BE IN LIEU OF ANY OTHER RELIEF TO WHICH BUYER MIGHT BE ENTITLED BECAUSE OF SELLER'S BREACH OR DEFAULT AND THAT BUYER HEREBY WAIVES ANY RIGHT IT MIGHT HAVE HAD TO AN ACTION FOR SPECIFIC PERFORMANCE.

Section 16.04 Exculpation. Buyer agrees that it does not have and shall not have any claims or causes of action against any disclosed or undisclosed officer, director, employee, trustee, shareholder, partner, principal, parent, subsidiary, retirant, beneficiary, internal investment contractor, agent, or other affiliate of Seller or any other Seller-Related Parties, including, without limitation, any officer, director, employee, trustee, shareholder, partner, principal, retirant, beneficiary, internal investment contractor, agent, or other affiliate of Seller or any such parent, subsidiary, or other affiliate, or any other Seller-Related Parties (collectively, "**Seller's Affiliates**"), arising out of or in connection with this Agreement or the transactions contemplated hereby. Buyer shall look solely to Seller and its assets for the satisfaction of any liability or obligation arising under this Agreement or the transactions contemplated hereby, or for the performance of any of the covenants, warranties, or other agreements contained herein, and further agrees not to sue or otherwise seek to enforce any personal obligation against any of Seller's Affiliates with respect to any matters arising out of or in connection with this Agreement or the transactions contemplated hereby. Without limiting the generality of the foregoing provisions of this Section 16.04, Buyer hereby unconditionally and irrevocably waives any and all claims and causes of action of any nature whatsoever it may now or hereafter have against Seller's Affiliates, and hereby unconditionally and irrevocably releases and discharges Seller's Affiliates from any and all liability whatsoever which may now or hereafter accrue in favor of Buyer against Seller's Affiliates, in connection with or arising out of this Agreement or the transactions contemplated hereby.

Section 16.05 Survival. The provisions of this Article XVI shall survive the termination of this Agreement and the Closing.

ARTICLE XVII CONFIDENTIALITY AND PRESS RELEASE

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Section 17.01 Confidentiality. Until the Closing, Buyer shall treat the information disclosed to it by Seller, or otherwise gained through Buyer's access to the Property and Seller's books and records, as confidential, giving it the same care as Buyer's own confidential information, and make no use of any such disclosed information not independently known to Buyer except in connection with the transactions contemplated hereby; provided, however, that Buyer may, without the consent of Seller, disclose such information: (a) to its partners, members, managers, employees, advisors, consultants, attorneys, accountants, prospective and actual investors, and lenders (the "**Transaction Parties**"), so long as any such Transaction Parties to whom disclosure is made shall also agree to keep all such information confidential in accordance with the terms hereof; and (b) if disclosure is required by law or by regulatory or judicial process, provided that in such event, Buyer shall notify Seller of such required disclosure, shall exercise all commercially reasonable efforts to preserve the confidentiality of the confidential information, including, without limitation, reasonably cooperating with Seller (at Seller's sole expense) to obtain an appropriate order or other reliable assurance that confidential treatment shall be accorded such confidential information by such tribunal and shall disclose only that portion of the confidential information which Buyer is legally required to disclose. Notwithstanding the foregoing, the confidentiality provisions of this Section 17.01 shall not apply to any information or document which: (i) is or becomes generally available to the public other than as a result of a disclosure in violation of this Agreement; or (ii) subject to compliance with clause (b) in this Section 17.01 above, is required by law or court order to be disclosed. In the event of a termination of this Agreement, Buyer shall promptly return all such confidential information to Seller.

Section 17.02 No Press Release; Publicity. Prior to the Closing Date: (a) no press releases or public statements shall be issued or made by either Seller or Buyer with respect to the transactions contemplated by this Agreement; and (b) Buyer and Seller shall confer and mutually agree on a press release to be issued jointly by Buyer and Seller disclosing the transaction and the appropriate time for making such release. At no time, whether prior to or following the Closing Date, shall either Buyer or Seller issue any press releases (or other public statements) with respect to the transactions contemplated in this Agreement which disclose the Purchase Price or contain any mention of the other Party to this Agreement without the approval of such other Party, which approval may be withheld in such other Party's sole and absolute discretion.

Section 17.03 Survival. The provisions of this Article XVII shall survive the termination of this Agreement.

ARTICLE XVIII GENERAL PROVISIONS

Section 18.01 Notices. Unless specifically stated otherwise in this Agreement, all notices, waivers, and demands required or permitted under this Agreement shall be in writing and delivered to all other Parties, and Escrow Agent, at the addresses below, by one of the following methods:

- (a) Hand delivery, whereby delivery is deemed to have occurred at the time of delivery;
- (b) A nationally recognized overnight courier company, whereby delivery is deemed to have occurred the Business Day following deposit with the courier;

(d) Electronic transmission provided that the transmission is completed no later than 4 p.m. Pacific Time on a Business Day and the original also is sent via overnight courier or U.S. Mail, whereby delivery is deemed to have occurred at the end of the Business Day on which electronic transmission is completed.

Exhibit 1
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have the same legal force and effect as execution by original signatures. This Agreement supersedes all prior agreements between the Parties with respect to the Property and all discussions, understandings, offers, and negotiations with respect thereto, whether oral or written. This Agreement shall not be amended or modified, except in a writing signed by each Party hereto. If amended or modified as permitted by this Section 18.02(a), the term "Agreement" shall thereafter be read as including all said amendments and modifications. All exhibits that are referenced in this Agreement or attached to it are incorporated herein and made a part hereof as if fully set forth in the body of the document.

(b) The determination that any provision of this Agreement is invalid or unenforceable will not affect the validity or enforceability of the remaining provisions or of that provision under other circumstances. Any invalid or unenforceable provision will be enforced to the maximum extent permitted by law.

(c) Any waiver of any provision or of any breach of this Agreement shall be in writing and signed by the Party waiving said provision or breach. No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts. Effective as of the Closing, any breaches or conditions not waived previously (including any Title Report objections) in accordance with this Section 18.02(c) are deemed waived.

Section 18.03 Parties; Assignment of Interests in This Agreement; Successors and Assigns.

(a) Buyer may not assign or otherwise transfer this Agreement or any of its rights or obligations hereunder, without first obtaining Seller's prior consent and approval thereto, which may be given or withheld in Seller's sole and absolute discretion; provided, however, that Buyer may assign, without Seller's consent, to an entity that agrees to assume in writing all of Buyer's obligations hereunder and is controlled by or under common control with Buyer. In the case of any assignment by Greens Development, Inc. of this Agreement, Greens Development, Inc. shall remain liable for all of obligations of Buyer under this Agreement.

(b) All references to Seller in this Agreement shall include Seller's assignee.

(c) The terms "**Party**" and "**Parties**" include Seller, Buyer, their respective constituent entities, and their respective successors, assigns, and legal representatives.

(d) This Agreement and all its covenants, terms, and provisions shall be binding on and inure to the benefit of each Party and its successors and assigns.

Section 18.04 1031 Exchange Cooperation. At Buyer's request, Seller shall cooperate with Buyer in effectuating a tax-deferred exchange under Section 1031 of the Internal Revenue Code and related regulations; provided, however, that the Closing shall not be delayed, and Seller shall incur no greater expense or liability in connection with the transactions contemplated under this Agreement than Seller would have incurred without said exchange. Seller shall execute all documents reasonably requested by Buyer or any Qualified Intermediary as that term is defined by Internal Revenue Service Regulations, Rev. Proc. 2017-15 (IRS RPR), to effectuate said exchange (including Buyer's assignment of its rights and obligations under this Agreement to the Qualified Intermediary), provided that Buyer remains liable for all obligations as if it were a Party to this

Agreement, such documents are in a form reasonably satisfactory to Seller, and that the form of said documents are delivered to Seller for review not less than ten Business Days prior to the Closing Date. Seller shall take all further actions reasonably necessary to effectuate said exchange, provided, however, that Seller shall not be obligated to sign any document that might impose liability on Seller.

Section 18.05 Further Assurances. From the Effective Date, Seller and Buyer each shall do such things, perform such acts, and make, execute, acknowledge, and deliver such documents as may be reasonably necessary and customary to complete the transactions contemplated by this Agreement. This Section 18.05 shall survive the Closing for a period of 60 days thereafter.

Section 18.06 Interpretation and Construction.

(a) The Parties acknowledge that, in connection with negotiating and executing this Agreement, each has had its own counsel and advisors and that each has reviewed and participated in the drafting of this Agreement. The fact that this Agreement was prepared by Seller's counsel as a matter of convenience shall have no import or significance to the construction of this Agreement. Any uncertainty or ambiguity in this Agreement shall not be construed against Seller because Seller's counsel prepared this Agreement in its final form. Any rule of construction that requires any ambiguities to be interpreted against the drafter shall not be employed in the interpretation of: (i) this Agreement; (ii) any exhibits to this Agreement; or (iii) any document drafted or delivered in connection with the transactions contemplated by this Agreement.

(b) Any captions or headings used in this Agreement are for convenience only and do not define or limit the scope of this Agreement.

(c) The singular of any term, including any defined term, shall include the plural and the plural of any term shall include the singular. The use of any pronoun with respect to gender shall include the neutral, masculine, feminine, and plural. The term "Person" or "Persons" includes a natural person or any corporation, limited liability company, partnership, trust, or other type of entity validly formed. The words "will" and "shall" are intended to be synonyms having a mandatory meaning. The term "and/or" means any one, any combination, or all of the persons, words, provisions, or items connected by that term as the context may require. Use of the words "include" and "including" are intended as an introduction to illustrative matters and not as a limitation.

Section 18.07 Days; Performance on a Saturday, Sunday, or Holiday. Whenever the term "day" is used in this Agreement, it shall refer to a calendar day unless otherwise specified. A "Business Day" shall mean any weekday except for those weekdays that a banking institution within the State of Oregon is required by said state to be closed (a "Holiday"). Should this Agreement require an act to be performed or a notice to be given on a Saturday, Sunday, or Holiday, the act shall be performed or notice given on the following Business Day.

Section 18.08 Time Is of the Essence. The Parties hereto acknowledge that, except as otherwise expressly provided in this Agreement, TIME IS OF THE ESSENCE for the performance of all actions (including, without limitation, the giving of notices, the delivery of documents, and the funding of money) required or permitted to be taken under this Agreement. Whenever action must be taken (including, without limitation, the giving of notice, the delivery of documents, or the funding of money) under this Agreement, prior to the expiration of, by no later than or on a particular date, unless otherwise expressly provided in this Agreement, such action must be completed by 4 p.m. Pacific Time on such date, provided that such action must be completed by 4

p.m. Pacific Time with respect to the payment of the balance of the Purchase Price and other payments by Buyer on the Closing Date. However, notwithstanding anything to the contrary herein, whenever action must be taken (including, without limitation, the giving of Notice, the delivery of documents, or the funding of money) under this Agreement prior to the expiration of, by no later than or on a particular date that is not a Business Day, then such date shall be extended until the immediately following Business Day.

Section 18.09 Governing Law; Waiver of Jury Trial; Venue. Any dispute arising under or related to this Agreement shall be governed by the laws of the State of Oregon and submitted to the Court. The Court shall have exclusive jurisdiction over disputes related to this Agreement. **THE PARTIES ARE ENTERING INTO THIS AGREEMENT VOLUNTARILY, AND THAT BY DOING SO THEY ARE WAIVING THEIR RIGHTS TO A JURY TRIAL. TO THE EXTENT PERMITTED BY LAW, EACH PARTY HERETO IRREVOCABLY WAIVES ANY RIGHT ANY PARTY HERETO MAY HAVE TO ASSERT THE DOCTRINE OF *FORUM NON CONVENIENS*, TO ASSERT THAT ANY PARTY HERETO IS NOT SUBJECT TO THE JURISDICTION OF THE COURT OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS ARTICLE 18. SERVICE OF PROCESS, SUFFICIENT FOR PERSONAL JURISDICTION IN ANY ACTION AGAINST ANY PARTY HERETO, MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO ANY SUCH PARTY'S ADDRESS INDICATED IN SECTION 18.01 HEREOF.**

Section 18.10 No Offer. This Agreement shall not be deemed an offer or binding upon Seller or Buyer until this Agreement is fully executed and delivered by Seller and Buyer.

Section 18.11 No Survival. Except as otherwise provided in this Agreement, no representations, warranties, covenants, or other obligations of Seller set forth in this Agreement shall survive the Closing hereunder and no action based thereon shall be commenced after the Closing.

Section 18.12 Attorneys' Fees; Income and Capital Gains Taxes.

(a) Seller and Buyer each acknowledge that: (i) they have been represented by independent counsel in connection with this Agreement; (ii) they have executed this Agreement with the advice of such counsel; and (iii) this Agreement is the result of negotiations between the Parties hereto and the advice and assistance of their respective counsel.

(b) Each Party to this Agreement shall be responsible for all costs it incurs in connection with the preparation, review, and negotiation of this Agreement and the transactions and the Closing contemplated by this Agreement, including any attorneys' or consultants' fees. In addition, each Party is responsible for its own income taxes and capital gains taxes resulting from its operation of the Property and such taxes shall not be a proration at the Closing.

(c) If any action is brought by either Party against the other in connection with or arising out of this Agreement or any of the documents and instruments delivered in connection herewith or in connection with the transactions contemplated hereby, the prevailing Party shall be entitled to recover from the other Party its reasonable out-of-pocket costs and expenses, including, without limitation, reasonable attorneys' fees, incurred in connection with the prosecution or defense of such action.

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Section 18.13 Prohibition on Recording. Buyer has certain confidentiality obligations under Article XVII, and it shall be deemed a material breach of this Agreement should Buyer record this Agreement or any memorandum or other document referencing this Agreement in any official records or county clerk's office or other public records (the "**Official Records**"). In addition to other remedies available to Seller pursuant to this Agreement, at law and in equity, in the event of such a breach, Buyer shall immediately record a release of Agreement or memorandum in the official records. If Buyer fails to file such release within three Business Days following its receipt of notice from Seller to do so, then Seller shall have the right to file such release on behalf of Buyer.

Section 18.14 State-Specific Provisions. THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

[SIGNATURE PAGE FOLLOWS]

Verified Correct Copy of Original 4/19/2024.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

BUYER:

GREENS DEVELOPMENT, INC.,
a California corporation

By: *[Signature]*

Name:

Title:

Date: January 12, 2024

SELLER:

SHILO INN, KLAMATH FALLS, LLC,
an Oregon limited liability company

By: SHILO KLAMATH FALLS CORP,
its Manager

By. *Brian Weiss*
_____, President

Date: January 12, 2024

Verified Correct Copy of Original 4/19/2024.

SCHEDULES AND EXHIBITS

Schedule 2.01(e)	Assumed Contracts
Exhibit A	Legal Description
Exhibit B	Conveyance Deed
Exhibit C	Bill of Sale
Exhibit D	Intentionally deleted.
Exhibit E	Assignment of Contracts
Exhibit F	FIRPTA Certificate

EXHIBIT A

Legal Description

Parcel 1:

Lots 2, 3, 4, and 5, in Block 3 of TRACT NO. 1163, CAMPUS VIEW, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. TOGETHER WITH that portion of vacated Almond Street which inured thereto as evidenced by Ordinance 6597, recorded July 6, 1990 in Volume M90, page 13373, Microfilm Records of Klamath County, Oregon.

Parcel 2:

All that portion of the NW1/4 SW1/4 of Section 20, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, lying Northeasterly of the Eastside Bypass conveyed to the State of Oregon by deed recorded June 18, 1957 in Volume 292 at page 373, Deed Records of Klamath County, Oregon and recorded December 28, 1961 in Volume 334 at page 481, Deed Records of Klamath County, Oregon.

Parcel 3:

Lots 3, 4, and 5 in Block 4 of TRACT NO. 1163, CAMPUS VIEW, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. TOGETHER WITH that portion of vacated Almond Street which inured thereto, as evidence by Ordinance 6597 recorded July 6, 1990 in Volume M90, page 13373, Microfilm Records of Klamath County, Oregon.

Parcel 4:

Lots 1 and 6 in Block 3 of TRACT NO. 1163, CAMPUS VIEW, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

_ Verified Correct Copy of Original 4/19/2024. _

EXHIBIT B

Deed Form

AFTER RECORDING, RETURN TO.

UNTIL A CHANGE IS REQUESTED,
SEND ALL TAX STATEMENTS TO:

BARGAIN AND SALE DEED

SHILO INN, KLAMATH FALLS, LLC, an Oregon limited liability company, Grantor, conveys to _____, a _____, Grantee, that certain real property located in Clatsop County, Oregon, and more particularly described on Exhibit A attached hereto.

The true consideration for this conveyance is \$_____.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

DATED this _____ day of _____, 2024.

Exhibit B – Deed Form

_ Verified Correct Copy of Original 4/19/2024. _

SHILO INN, KLAMATH FALLS, LLC,
an Oregon limited liability company

By: SHILO KLAMATH FALLS CORP, Manager

By: _____
Brian Weiss, President

STATE OF _____

County of _____

The foregoing instrument was acknowledged before me on _____, 2024, by Brian Weiss,
President of Shilo Klamath Falls Corp., Manager of Shilo Inn, Klamath Falls, LLC.

EXHIBIT A

Legal Description

Parcel 1:

Lots 2, 3, 4, and 5, in Block 3 of TRACT NO. 1163, CAMPUS VIEW, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. TOGETHER WITH that portion of vacated Almond Street which inured thereto as evidenced by Ordinance 6597, recorded July 6, 1990 in Volume M90, page 13373, Microfilm Records of Klamath County, Oregon.

Parcel 2:

All that portion of the NW1/4 SW1/4 of Section 20, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, lying Northeasterly of the Eastside Bypass conveyed to the State of Oregon by deed recorded June 18, 1957 in Volume 292 at page 373, Deed Records of Klamath County, Oregon and recorded December 28, 1961 in Volume 334 at page 481, Deed Records of Klamath County, Oregon.

Parcel 3:

Lots 3, 4, and 5 in Block 4 of TRACT NO. 1163, CAMPUS VIEW, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. TOGETHER WITH that portion of vacated Almond Street which inured thereto, as evidence by Ordinance 6597 recorded July 6, 1990 in Volume M90, page 13373, Microfilm Records of Klamath County, Oregon.

Parcel 4:

Lots 1 and 6 in Block 3 of TRACT NO. 1163, CAMPUS VIEW, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

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EXHIBIT C

Bill of Sale Form

BILL OF SALE

This Bill of Sale is executed by SHILO INN, KLAMATH FALLS, LLC, an Oregon limited liability company ("**Seller**"), and delivered to GREENS DEVELOPMENT, INC., a California corporation ("**Buyer**"), as required to effectuate the closing of the purchase and sale transaction pursuant to that certain Hotel Purchase and Sale Agreement dated _____, 2024 ("**Purchase Agreement**"), by and between Seller and Buyer. Unless otherwise defined herein, capitalized terms used in this Bill of Sale shall have the meanings ascribed to them in the Purchase Agreement.

KNOW ALL MEN BY THESE PRESENTS, that Seller for and in other good and valuable consideration paid to Seller by Buyer, the receipt and sufficiency of which are hereby acknowledged, hereby sells and delivers unto Buyer the Personal Property.

TO HAVE AND TO HOLD all the Personal Property unto Buyer, its successors and assigns, forever.

DATED as of this ____ day of _____, 2024.

SELLER:

SHILO INN, KLAMATH FALLS, LLC,
an Oregon limited liability company
By: SHILO KLAMATH FALLS CORP, Manager

By: _____
Brian Weiss, President

Date of Execution: _____, 2024

EXHIBIT E

Assignment of Contracts Form

ASSIGNMENT OF CONTRACTS

THIS ASSIGNMENT OF CONTRACTS (this "Assignment of Contracts") is made by and between SHILO INN, KLAMATH FALLS, LLC, an Oregon limited liability company ("Assignor"), and GREENS DEVELOPMENT, INC., a California corporation ("Assignee").

RECITALS

A. Concurrently with the execution and delivery of this Assignment of Contracts, pursuant to that Hotel Purchase and Sale Agreement, between Assignor and Assignee dated _____, 2024 (the "Purchase Agreement"), Assignor is conveying to Assignee all of its interest in that certain real property located at 2500 Almond Street, Klamath Falls, Oregon, as more particularly described in the Purchase Agreement (the "Property").

B. Assignor desires to assign to Assignee, and Assignee desires to obtain, all of Assignor's right, title and interest in and to those Contracts attached hereto as **Exhibit A** (collectively, the "Assumed Contracts"), subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. **Assignment.** As of _____, 2024 (the "Effective Date"), Assignor does hereby assign to Assignee all of Assignor's right, title and interest in the Contracts.

2. **Assumption.** By execution of this Assignment of Contracts, Assignee assumes and agrees to perform all of the covenants, agreements, and obligations under the Contracts binding on Assignor, to the extent they shall first arise or first accrue from and after the Effective Date.

3. **Indemnification.**

(a) Assignor shall indemnify, defend, and hold Assignee harmless from and against any and all loss, cost, liability, damage or expense, including without limitation, reasonable attorneys' fees, originating or relating to the period prior to the Effective Date, and arising out of or with respect to the failure of Assignor to have performed any of the obligations of the landlord under the Contracts that accrued prior to the Effective Date.

(b) Assignee shall indemnify, defend, and hold Assignor harmless from and against any and all loss, cost, liability, damage or expense, including, without limitation, reasonable attorneys' fees, originating or relating to the period on or after the Effective Date and arising out of or with respect to the failure of Assignee to perform any of the obligations of the landlord under the Contracts accruing on and after the Effective Date.

4. **Miscellaneous.** Nothing in this Assignment of Contracts relieves Assignee of its obligations or diminishes Assignee's obligations as Buyer under the Purchase Agreement. The exhibit attached hereto and the recitals above are incorporated herein by this reference. The word "shall" is intended to have a mandatory meaning. This Assignment of Contracts may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Execution of this Assignment of Contracts by electronic means intended to preserve the original pictorial appearance of this Assignment of

Verified Correct Copy of Original 4/19/2024.

Contracts or by industry standard electronic signature software shall have the same legal force and effect as execution by original signatures.

[Signatures Page Follows]

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EXECUTED to be effective as of the Effective Date.

ASSIGNOR:

SHILO INN, KLAMATH FALLS, LLC, an
Oregon limited liability company

By: SHILO KLAMATH FALLS CORP, Manager

ASSIGNEE:

GREENS DEVELOPMENT, INC., a California
corporation

By: _____
Brian Weiss, President

By: _____
Name: _____
Title: _____

Verified Correct Copy of Original 4/19/2024.

EXHIBIT A TO EXHIBIT E

Assumed Contracts

1. All vendor and supplier contracts, including any existing laundry equipment lease, other Equipment Leases, restaurant lease, pool maintenance contracts, pest control contracts, utilities contracts, any applicable sign or state highway logo billboard leases, and any other contracts, to operate the Hotel as reasonably required by Seller.
2. Lease Agreement between Washington Automated and Shilo Inns -- Klamath Falls, dated September 29, 2022
3. Lease Agreement between Washington Automated and Shilo Inns -- Klamath Falls, dated September 11, 2018
4. All existing (as of Closing) guest reservations, group bookings, and other commitments for future guest lodging related to the Property.
5. Buyer will accept and pay for any goods and services necessary for the reasonable operation of the Property that were ordered prior to Closing but delivered or rendered after Closing.

Verified Correct Copy of Original 4/19/2024.

EXHIBIT F

FIRPTA Form

CERTIFICATION OF NON-FOREIGN STATUS

Section 1445 of the Internal Revenue Code provides that a transferee (purchaser) of a US real property interest must withhold tax if the transferor (seller) is a foreign person. To inform the transferee (purchaser) that withholding of tax is not required upon the disposition of a US real property interest by SHILO INN, KLAMATH FALLS, LLC ("Seller"), Seller hereby certifies the following:

- (a) Seller is not a foreign corporation, foreign partnership, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulation);
- (b) Seller is not a disregarded entity as defined in Treasury Regulation Section 1.1445-2(b)(2)(iii);
- (c) Seller's US employer identification number is 93-0676233; and
- (d) Seller's office address is: 9120 NE Vancouver Mall Loop, Suite 245, Vancouver, WA. 98662

Seller understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment or both.

Under penalties of perjury, Seller declares that it has examined this certification and to the best of Seller's knowledge and belief it is true, correct and complete.

Dated: _____

[SIGNATURE PAGE FOLLOWS]

Verified Correct Copy of Original 4/19/2024.

SHILO INN, KLAMATH FALLS, LLC, an Oregon
limited liability company
By: SHILO KLAMATH FALLS CORP, Manager

By: _____
Brian Weiss, President

Schedule 2.01(e)

ASSUMED CONTRACTS

6. All vendor and supplier contracts, including any existing laundry equipment lease, other Equipment Leases, restaurant lease, pool maintenance contracts, pest control contracts, utilities contracts, any applicable sign or state highway logo billboard leases, and any other contracts, to operate the Hotel as reasonably required by Seller.
7. Lease Agreement between Washington Automated and Shilo Inns – Klamath Falls, dated September 29, 2022
8. Lease Agreement between Washington Automated and Shilo Inns – Klamath Falls, dated September 11, 2018
9. All existing (as of Closing) guest reservations, group bookings, and other commitments for future guest lodging related to the Property.
10. Buyer will accept and pay for any goods and services necessary for the reasonable operation of the Property that were ordered prior to Closing but delivered or rendered after Closing.

Schedule 6.01

PERMITTED EXCEPTIONS

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the Property or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the public records; reservations or exceptions in patents or in acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the Property onto adjoining land or of existing improvements located on adjoining land onto the Property) encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Property.
5. Any lien, or right to a lien, for services, labor, material, equipment rental, or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Intentionally deleted.
7. The 2023-2024 Taxes.
8. Intentionally deleted.
9. Limited access provisions contained in Deed from Vera C. Powell formerly Vera C. Thompson and Jean A. Thompson to State of Oregon, by and through its State Highway Commission, which provided that no right or easement of right of access to, from or across the State Highway other than expressly therein provided for shall attach to the abutting property,
Recorded: June 18, 1957
Volume: 292, page 373
Recorded: December 28, 1961
Volume: 334, page 481
10. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: The California Oregon Power Company
Recorded: December 11, 1958
Volume: 307, Page: 435
11. Restrictions as shown on the official plat of said land.
12. Covenants, conditions and restrictions, but omitting any covenant or restriction based on race, color, religion, sex, sexual orientation, disability, handicap, familial status, marital status, ancestry, national origin or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
Recorded: August 21, 1979

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Volume: M79, page 19843

Amended by instrument,

Recorded: September 19, 1979

Volume: M79, page 22295

13. Utilities Easement as shown on the official plat of said land.
14. Slope Easement as shown on the official plat of said land.
15. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: McDonald's Corporation, a Delaware corporation
Recorded: April 13, 1981
Volume: M81, page 6641
and
Volume: M81, page 21433
16. Conveyance of Access Rights, including the terms and provisions thereof,
Recorded: July 23, 1984
Volume: M84, page 12352
From: Sectional Homes, Inc., an Oregon corporation dba Pelican Mobile Manor and
Edna M. Peterson
To: State of Oregon, by and through its Department of Transportation, Highway
17. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: PacifiCorp dba Pacific Power & Light Company
Recorded: April 28, 1995
Volume: M95, page 10897
18. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: PacifiCorp dba Pacific Power & Light Company
Recorded: May 16, 1995
Volume: M95, page 12671
19. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: City of Klamath Falls
Recorded: August 2, 1995
Volume: M95, page 20393
20. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: The City of Klamath Falls, State of Oregon
Recorded: March 14, 1996
Volume: M96, page 6969
21. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Recorded: March 14, 1996
Volume: M96, page 6971

_ Verified Correct Copy of Original 4/19/2024. _

22. Restrictive Covenant, including the terms and provisions thereof.
Recorded: October 21, 2011
Instrument No.: 2011-011810
23. Intentionally deleted.
24. Intentionally deleted.
25. Intentionally deleted.
26. Intentionally deleted.
27. Intentionally deleted.
28. Intentionally deleted.
29. Intentionally deleted.
30. Intentionally deleted.
31. Intentionally deleted.
32. Unrecorded leaseholds, if any, and the rights of vendors and holders of security interest in personal property of tenants to remove said personal property at the expiration of the term.
33. Rights of tenants under existing leases or tenancies.
34. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts, which a correct survey would disclose.
35. Intentionally deleted.
36. Persons in possession or claiming the right of possession.
37. All presently existing and future liens for unpaid Taxes and water and sewer charges or any other local charger or assessments not due and payable as of the Closing Date, subject to adjustment as hereinafter provided.
38. All present and future zoning, building, environmental, and other laws, ordinances, codes, restrictions, and regulations of all governmental authorities having jurisdiction with respect to the Property, including, without limitation, landmark designations and all zoning variances and special exceptions, if any (collectively, "**Laws and Regulations**").
39. All covenants, restrictions, and rights of record and all easements and agreements of record for the erection and/or maintenance of water, gas, steam, electric, telephone, sewer, or other utility pipelines, poles, wires, conduits, or other like facilities, and appurtenances thereto, over, across, and under the Property (collectively, "**Rights**"), provided as to any such exceptions that are not set forth in the Title Report, do not interfere with the Property's present use, do not prohibit the maintenance and operation of the Property, and do not impose any financial or other obligations on the Buyer.

_ Verified Correct Copy of Original 4/19/2024. _

40. Any state of facts which would be shown on or by an accurate current survey of the Property, together with any additional state of facts that a subsequent accurate survey of the Property would show (collectively, "**Facts**").

41. The Assumed Contracts.

42. Rights of Hotel guests.

43. All violations of building, fire, sanitary, environmental, housing, and similar Laws and Regulations whether or not noted or issued at the date hereof or at the Closing Date (collectively, "**Violations**").

44. Consents by Seller or any former owner of the Property for the erection of any structure or structures on, under, or above any street or streets on which the Property may abut.

45. Possible encroachments and/or projections of stoop areas, roof cornices, window trims, vent pipes, cellar doors, steps, columns and column bases, flue pipes, signs, piers, lintels, windowsills, fire escapes, satellite dishes, protective netting; sidewalk sheds, ledges, fences, coping walls (including retaining walls and yard walls), air-conditioners and the like, if any, on, under, or above any street or highway, the Property, or any adjoining property.

46. Variations between tax lot lines and lines of record title.

47. The standard conditions and exceptions to title contained in the Title Report.

48. Any lien or encumbrance (including, without limitation, any mechanic's lien and materialmen's lien) the removal of which is the obligation of a Tenant.

49. The Non-Objectionable Encumbrances and any liens, encumbrances, or other title exceptions approved or waived by Buyer as provided in this Agreement.

50. Any other matter which the Title Company may raise as an exception to title, provided the Title Company shall insure against collection or enforcement of same out of the Property and/or that no prohibition of present use or maintenance of the Property shall result therefrom, as may be applicable.

51. Any lien or encumbrance arising out of the acts or omissions of Buyer.

**ASSIGNMENT AND ASSUMPTION
OF HOTEL PURCHASE AND SALE AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF HOTEL PURCHASE AND SALE AGREEMENT (this "Assignment") is executed as of January 16th, 2024 ("Effective Date"), by and between GREENS DEVELOPMENT INC., a California corporation ("Assignor"), and GREENS CHANDLER LLC, a California limited liability company ("Assignee"), with reference to the following facts:

RECITALS

A. Assignor and SHILO INN, KLAMATH FALLS, LLC, an Oregon limited liability company ("Seller"), entered into that certain Hotel Purchase and Sale Agreement dated as of January 12th 2024 (as the same may be amended, modified or supplemented, the "Purchase Agreement").

B. The Purchase Agreement provides for the purchase by Assignor from Seller of the Property (as such term is defined in the Purchase Agreement). Unless otherwise defined herein, all initially capitalized terms herein shall have the same meanings as set forth in the Purchase Agreement.

C. Assignor now desires to transfer all of its right, title and interest in and to the Purchase Agreement to Assignee, and Assignee desires to accept such assignment and to assume and be bound by all of the terms and conditions of the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment and Assumption. As of the Effective Date, Assignor hereby assigns, conveys, transfers and sets over unto Assignee any and all right, title and interest of Assignor in and to the Purchase Agreement and the Earnest Money Deposit.

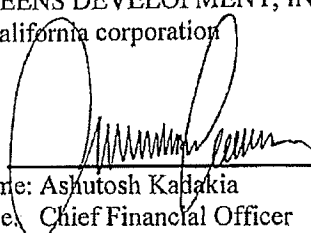
2. Assumption of Purchase Agreement. By its execution of this Assignment, Assignee agrees to assume all obligations and liabilities of the "Purchaser" under the Purchase Agreement. This Assignment shall not release Assignor from its obligations and liabilities under the Purchase Agreement.

Signatures on Following Page

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption of Hotel Purchase and Sale Agreement as of the date first set forth above.

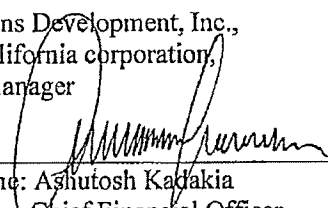
"ASSIGNOR"

GREENS DEVELOPMENT, INC.,
a California corporation

By: 
Name: Ashutosh Kadakia
Title: Chief Financial Officer

"ASSIGNEE"

GREENS CHANDLER LLC,
a California limited liability company

By: Greens Development, Inc.,
a California corporation,
its manager
By: 
Name: Ashutosh Kadakia
Its: Chief Financial Officer

FIRST AMENDMENT TO HOTEL PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO HOTEL PURCHASE AND SALE AGREEMENT (this "Amendment") is entered into effective as of February 12, 2024, by and between SHILO INN, KLAMATH FALLS, LLC, an Oregon limited liability company ("Seller"), and GREENS CHANDLER LLC, a California limited liability company (as successor-in-interest to Greens Development Inc., a California corporation, "Buyer").

WHEREAS, Seller and Buyer entered into that certain Hotel Purchase and Sale Agreement dated January 12, 2024, as assigned pursuant to that certain Assignment and Assumption of Hotel Purchase and Sale Agreement dated January 16, 2024 (collectively, the "Agreement") concerning that certain real property commonly known as the "Shilo Inn Suites Hotel Klamath Falls", located 2500 Almond Street, Klamath Falls, Oregon, as more particularly described in the Agreement.

WHEREAS, Seller and Buyer now desire to amend the Agreement as more fully set forth in this Amendment.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are incorporated into this Amendment by this reference and are deemed restated herein for all relevant purposes.

2. **Defined Terms.** Unless otherwise defined in this Amendment, all defined terms shall have the same meaning as set forth in the Agreement.

3. **Due Diligence Period.** Section 4.01 of the Agreement is hereby amended to redefine the "Due Diligence Period" to be the period commencing on the Effective Date and expiring at 5:00 PT on February 16, 2024.

4. **Miscellaneous.**

(a) Except as expressly amended pursuant to the terms of this Amendment, the Agreement shall remain in full force and effect in accordance with its original terms, and Seller and Buyer hereby ratify the Agreement as amended pursuant to this Amendment, each hereby expressly retaining all of its rights and remedies thereunder, as amended hereby.

(b) In the event that any of the provisions of this Amendment conflict with the provisions of the Agreement, the provisions of this Amendment shall govern and control.

(c) To facilitate execution, this Amendment may be executed in as many counterparts as may be required; and it shall not be necessary that the signature of each party, or that the signatures of all persons required to bind any party, appear on each counterpart; but it shall be sufficient that the signature of each party, or that the signatures of the persons required to bind any party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement. Execution and delivery of this Amendment by facsimile or by PDF copy by electronic mail shall be sufficient for all purposes and shall be binding on any person or entity who so executes.

[Signature Pages Follow]

Verified Correct Copy of Original 4/19/2024.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed, sealed and delivered as of the date first written above.

SELLER:

SHILO INN, KLAMATH FALLS, LLC,
an Oregon limited liability company

By: Shilo Klamath Falls Corp.,
its manager

By: Brian Weiss
Name: Brian Weiss
Title: President

BUYER:

GREENS CHANDLER LLC,
a California limited liability company

By: Greens Development, Inc.,
its manager

By: _____
Name: Ashutosh Kadakia
Title: Chief Financial Officer

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed, sealed and delivered as of the date first written above.

SELLER:

SHILO INN, KLAMATH FALLS, LLC,
an Oregon limited liability company


By: Shilo Klamath Falls Corp.,
its manager

By: _____
Name: Brian Weiss
Title: President

BUYER:

GREENS CHANDLER LLC,
a California limited liability company

By: Greens Development, Inc.,
its Manager

By:  _____
Name: Ashutosh Kadakia
Title: Chief Financial Officer

Verified Correct Copy of Original 4/19/2024

SECOND AMENDMENT TO HOTEL PURCHASE AND SALE AGREEMENT

This SECOND AMENDMENT TO HOTEL PURCHASE AND SALE AGREEMENT ("Second Amendment") is entered into effective as of February 21, 2024, by and between SHILO INN, KLAMATH FALLS, LLC, an Oregon limited liability company ("Seller"), and GREENS CHANDLER LLC, a California limited liability company (as successor-in-interest to Greens Development Inc., a California corporation, "Buyer").

RECITALS

- A. Seller and Buyer are parties to that certain Hotel and Purchase and Sale Agreement dated January 12, 2024, as assigned pursuant to that certain Assignment and Assumption of Hotel Purchase Agreement dated January 16, 2024 and as amended by that certain First Amendment to Hotel Purchase and Sale Agreement dated February 12, 2024 (as the same may be further amended, the "Agreement") concerning that certain real property commonly known as the "Shilo Inn Suites Hotel Klamath Falls", located at 2500 Almond Street, Klamath Falls, Oregon, as more particularly described in the Agreement.
- B. Seller and Buyer now desire to amend the Agreement as provided below.

AMENDMENT

NOW THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are incorporated into this Second Amendment by this reference and are deemed restated herein for all relevant purposes.
2. **Defined Terms.** Unless otherwise defined in this Second Amendment, all defined terms shall have the same meaning as set forth in the Agreement.
3. **Closing Dates.** Section 5.01 of the Agreement is amended to extend the Closing Date to the later of (a) March 29, 2024 or (b) ten (10) Business Days after Seller receives a Court order approving the sale to Buyer (the "Closing Date"). Buyer's one-time right to extend the Closing Date is extended such that Buyer shall be entitled to extend the Closing Date to no later than April 15, 2024.
4. **Miscellaneous.**
 - (a) Except as expressly amended pursuant to the terms of this Second Amendment, the Agreement shall remain in full force and effect in accordance with its original terms, and Seller and Buyer hereby ratify the Agreement as amended pursuant to this Second Amendment, each hereby expressly retaining all of its rights and remedies thereunder, as amended hereby.

Verified Correct Copy of Original 4/19/2024.


- (b) In the event that any of the provisions of this Second Amendment conflict with the provisions of the Agreement, the provisions of this Second Amendment shall govern and control.
- (c) To facilitate execution, this Second Amendment may be executed in as many counterparts as may be required; and it shall not be necessary that the signature of each party, or that the signatures of all persons required to bind any party, appear on each counterpart; but it shall be sufficient that the signature of each party, or that the signatures of the persons required to bind any party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement. Execution and delivery of this Second Amendment by facsimile or by PDF copy by electronic mail shall be sufficient for all purposes and shall be binding on any person or entity who so executes.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed, sealed and delivered as of the date first written above.

SELLER:

SHILO INN, KLAMATH FALLS, LLC, an
Oregon limited liability company

By: **SHILO KLAMATH FALLS CORP.,**
its Manager

By: 
Name: Brian Weiss
Title: President

BUYER:

GREENS CHANDLER LLC, a California
limited liability company

By: Greens Development, Inc.,
its Manager

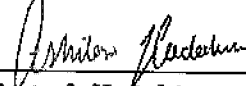
By: 
Name: Ashutosh Kadakia
Title: Chief Financial Officer

EXHIBIT A

Legal Description

Parcel 1:

Lots 2, 3, 4, and 5, in Block 3 of TRACT NO. 1163, CAMPUS VIEW, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. TOGETHER WITH that portion of vacated Almond Street which inured thereto as evidenced by Ordinance 6597, recorded July 6, 1990 in Volume M90, page 13373, Microfilm Records of Klamath County, Oregon.

Parcel 2:

All that portion of the NW1/4 SW1/4 of Section 20, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, lying Northeasterly of the Eastside Bypass conveyed to the State of Oregon by deed recorded June 18, 1957 in Volume 292 at page 373, Deed Records of Klamath County, Oregon and recorded December 28, 1961 in Volume 334 at page 481, Deed Records of Klamath County, Oregon.

Parcel 3:

Lots 3, 4, and 5 in Block 4 of TRACT NO. 1163, CAMPUS VIEW, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. TOGETHER WITH that portion of vacated Almond Street which inured thereto, as evidence by Ordinance 6597 recorded July 6, 1990 in Volume M90, page 13373, Microfilm Records of Klamath County, Oregon.

Parcel 4:

Lots 1 and 6 in Block 3 of TRACT NO. 1163, CAMPUS VIEW, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.