2024-007751

Klamath County, Oregon 09/04/2024 03:56:02 PM

Fee: \$137.00

WHEN RECORDED, RETURN TO: KEB HANA LA Financial Corp. 777 South Figueroa Street, Suite 3000 Los Angeles, California 90017

ENVIRONMENTAL INDEMNITY AGREEMENT

AMOUNT: \$5,100,000.00 DATE: AUGUST 28, 2024

BORROWER: K-FALLS HOTEL, LP

COLLATERAL PROPERTY ADDRESS: 2430 SOUTH 6TH STREET

KLAMATH FALLS, OR 97601

LENDER: KEB HANA LA FINANCIAL CORP.

777 SOUTH FIGUEROA STREET, SUITE 3000

LOS ANGELES CA, 90017

This ENVIRONMENTAL INDEMNITY AGREEMENT (the "Agreement") is made as of August 28 2024 by K-FALLS HOTEL, LP, a Delaware limited partnership having a business located at 6030 Hellyer Ave., Ste. 150 San Josc, CA 95138 ("Borrower"), to and in favor of KEB HANA LA FINANCIAL CORP., a Delaware corporation having an office at 777 South Figueroa Street, Suite 3000, Los Angeles, CA 90017, its successors and assigns ("Lender").

Legal description subjoined hereto as Exhibit "A" which is by this reference made a part hereof as if fully incorporated herein.

WITNESSTH:

WHEREAS, Borrower has entered into a certain Loan Agreement, dated as of August 28, 2024 (as it may hereafter be amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), by and between Borrower and Lender, and pursuant to which Lender is lending to Borrower the principal amount of Five Million One Hundred Thousand and 00/100 Dollars (\$5,100,000.00) (the "Loan") which Loan is evidenced by that certain promissory note in the principal amount of Fifty Nine Million Four Hundred Seventy Five Thousand and 00/100 Dollars (\$5,100,000.00) dated as of March 18, 2024 (as it may hereafter be amended, supplemented or otherwise modified from time to time, the "Note");

WHEREAS, Borrower is the owner of the real property and the improvements located thereon generally known as and by street address number 2430 South 6th Street, Klamath Falls, OR 97601, as same is more particularly described in that certain Commercial Trust Deed, Assignment of Leases and Rents, Security Agreement and Fixture Filing of even date hereof (the "Deed of Trust"), which secures the Loan, and said real property, together with all improvements now or hereafter located thereon, are collectively, referred to as the "Real Property";

WHEREAS, as a condition to making the Loan, Lender requires Borrower to make certain covenants, representations, warranties and agreements with respect to the Real Property and to provide certain indemnities relating to Environmental Laws, Hazardous Materials and Hazardous Activity (as such terms are hereinafter defined); and

WHEREAS, as an inducement to Lender to enter into the Loan with Borrower, Borrower has agreed to enter into this Agreement.

legal sufficiency of which are hereby acknowledged, Borrower hereby agrees that:

- 1. (a) For purposes of this Agreement, the term "Environmental Laws" shall mean all present and future federal, state and local governmental, health and safety laws, rules, statutes, directives, binding interpretations, binding policies, ordinances and regulations now or hereafter in effect and as same have been or may hereafter be amended, modified or supplemented, from time to time, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. δ 9610, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. δδ 5101-5127), the Resource Conservation and Recovery Act (42 U.S.C. ch. 82 δ 6901, et seq.), the Clean Water Act (33 U.S.C. ch. 23 δ 1151), the Federal Safe Drinking Water Act (42 U.S.C. δ 300f, et seq.), the Clean Air Act (42 U.S.C. δ 7401, et seq.), , the Federal Toxic Substances Control Act (15 U.S.C. δ 2601, et seq.), the Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. δδ 11001-11050), the Federal Radon and Indoor Air Quality Research Act (42 U.S.C. δ 7401 note, et seq.), the Superfund Amendment Reauthorization Act of 1986 (42 U.S.C. δ 9601, et seq.), and the counterparts of such statutes as enacted by state and local governments with jurisdiction over the Real Property or Borrower or any Control Person (as hereinafter defined), and any and all rules and regulations promulgated under any and all of the aforementioned laws.
- (b) For purposes of this Agreement, the term "Hazardous Materials" shall include, but not be limited to, substances defined or identified as "hazardous substances", "hazardous waste", "toxic waste", "toxic substances" or "pollutants" in any of the Environmental Laws, including without limitation, asbestos or asbestoscontaining materials, polychlorinated biphenyls, fuel oil, petroleum, hazardous waste and any other hazardous or toxic substances, contaminants, materials or pollutants.
- (c) For purposes of this Agreement, the term "Hazardous Activity" shall mean the disposal, generation, release, discharge, spill or other emanation, handling, manufacturing, processing, production, refinement, storage, transfer, transportation and/or use of Hazardous Materials in, on, under or about the Real Property or any part thereof.
- 2. Borrower hereby represents and warrants to, and covenants and agrees with Lender as follows, knowing that Lender is relying hereon in entering into the Loan and accepting the Deed of Trust and all of the other documents, instruments, agreements and guaranties executed and delivered in connection with the Loan, as same may be amended, modified, renewed, increased, extended, consolidated, replaced or substituted for (collectively, the "Loan Documents"):
- (a) Borrower and, with respect to the Real Property, each Control Person are in full compliance with all of the Environmental Laws.
- (b) All permits, licenses, approvals and any other authorizations for the use or intended use of the Real Property which are required pursuant to the Environmental Laws have been obtained and same are in full force and effect on the date hereof.
- Borrower (each, a "Control Person") has received any notices, citations, summonses, directives, orders, claims or any other indication (collectively, the "Environmental Citations") concerning the Real Property or any portion thereof, or Borrower, any Control Person or any property in which Borrower or any Control Person has an interest, which relates to Hazardous Materials, pollution or protecting of the environment. There are no Environmental Citations pending or, to the best knowledge of Borrower, after diligent inquiry and investigation, threatened under any of the Environmental Laws, nor is there any proceeding pending or, to the best knowledge Borrower, after diligent inquiry and investigation, threatened, concerning the Real Property or any portion thereof, or Borrower, any Control Person or any property in which borrower or any Control Person has an interest, which relates to Hazardous Materials, pollution or protection of environment. Neither Borrower nor any Control Person has notice of any claim for which Borrower or any Control Person may be liable to any person or entity as a result of any Hazardous Activity or otherwise under any of the Environmental Laws with respect to the Real Property or any part thereof, or Borrower, any Control Person or any property in which Borrower or any Control Person has an interest.
- (d) Neither Borrower nor, to the best knowledge of Borrower, any present or previous owner, occupant, operator or user of the Real Property or any portion thereof, has permitted or conducted, and borrower

shall not hereafter permit or conduct, any Hazardous Activity in respect of the Real Property or any portion thereof, nor are any Hazardous Materials present at the Real Property.

- (e) Neither the Real Property nor any portion thereof has ever been subject to any federal, state or local action or proceeding with respect to any Hazardous Activity, Hazardous Materials or any of the Environmental Laws.
- (f) Neither Borrower nor any Control Person has been found liable for any violation under any of the Environmental Laws nor, to the best knowledge of Borrower, are they under investigation in respect thereof.
- (g) All surface water, soil and ground water at the Real Property is uncontaminated. There are not now nor, to the best knowledge of Borrower, have there ever been underground storage tanks located on or at the Real Property.
- 3. The Real Property shall at all times hereafter be owned, occupied, operated and maintained in strict compliance with all of the Environmental Laws. Borrower shall at all times maintain in full force and effect, all necessary permits, licenses, approvals and other authorizations required under the Environmental Laws for the Real Property and the use or intended use thereof. Borrower shall provide Lender with a copy of any request for information or any inspection of the Real Property by any governmental authority with respect to any Hazardous Materials or Hazardous Activity and a copy of any response to each such request or inspection and any written notice of any pending or threatened proceeding, advice or inquiry concerning the Real Property (or any portion thereof) which relates to any Hazardous Materials or Hazardous Activity, pollution or protection of the environment, promptly after delivery thereof. Borrower shall, promptly upon gaining notice thereof, notify Lender in writing of any release, discharge or spill of any Hazardous Materials in, on, under or about the Real Property or the existence of any Hazardous Materials emanating from or passing through the Real Property.
- In the event that there has been, or Borrower, Lender or any Control Person believes, or has reasonable cause to believe, that there has been, a discharge, release or spill of Hazardous Materials in, on, under or about the Real Property or that any Hazardous Materials are emanating from or passing over, through or in any way affecting the Real Property, Borrower shall notify Lender immediately in writing of such circumstance and shall include a full description of all relevant information. In addition, regardless of whether Lender has received written notice thereof in accordance with Paragraph 3 hereof, Borrower shall, upon Lender's request and at Borrower's sole cost and expense, promptly arrange for such tests in respect of representative soil, air and water samples of the Real Property as Lender may reasonably require. In addition, Borrower shall, within forty-five (45) days of written request by Lender and at Borrower's expense, provide to Lender an environmental site assessment and compliance audit of the Real Property that addresses such conditions. Such environmental site assessment and compliance audit shall be performed to the reasonable satisfaction of Lender, in accordance with good environmental engineering practices and by a consulting firm reasonably acceptable to Lender. Borrower agrees that the repayment of the Loan may, at Lender's election, be accelerated if Lender shall have determined that, based on such soil, air and/or water samples, there exists a violation under any of the Environmental Laws and Borrower shall not promptly and in compliance with all Environmental Laws and all other applicable laws, rules and regulations have remedied such violation to the reasonable satisfaction of Lender or shall not have otherwise made appropriate arrangements therefor which are satisfactory to Lender in Lender's sole discretion.
- Borrower hereby absolutely and unconditionally indemnifies, defends and holds the Indemnified Parties (as defined below) free and harmless of, from and against and will promptly on demand reimburse Indemnified Parties for, any and all claims, costs, expenses, liabilities, losses, liens, encumbrances, fees, damages, judgments, penalties, causes of action and other charges of whatsoever kind or nature (including, without limitation, reasonable attorneys' fees and disbursements and the fees and expenses of any environmental and analytical laboratories, consultants and engineers) suffered or incurred by Indemnified Parties, including, without limitation, all foreseeable and unforeseeable consequential damages and losses and the cost of any required or necessary repair, removal, remediation, clean-up, detoxification and any action required, necessary or otherwise taken prior to or following a transfer of title to the Real Property or any portion thereof, and arising, relating or resulting directly or indirectly out of or in connection with (i) any of the Environmental Laws as same shall affect all or any part of the Real Property, Indemnified Parties, Borrower or any Control Person, (ii) the past, present or future existence of any Hazardous Materials in, on, over, under, about or emanating from or passing through or in any way affecting the Real Property or any part thereof or any property adjacent thereto, (iii) any past, present, or future Hazardous

Activity at or in connection with the Real Property or any part thereof and (iv) the non-compliance by Borrower or any Control Person and/or Borrower's failure or the failure of any Control Person to comply fully and in a timely manner with those provisions of this Agreement and the other Loan Documents relating to Hazardous Materials, Hazardous Activity and/or compliance with Environmental Laws. For the purpose of this Section and elsewhere in this Agreement where referenced, the term "Indemnified Parties" shall mean (a) Lender, Lender's directors, officers, shareholders, agens and employees, (b) any person or entities to which any Lender participates, assigns or sells all or any portion of its interest in the Loan, or which otherwise succeeds to the interest of Lender under the Deed of Trust, whether by purchase or otherwise, and any affiliate of Lender which acuqires title to the Real Property at a foreclosure sale or by deed in lieu of foreclosure. Borrower acknowledges and agrees that this Agreement and the Borrower's obligations hereunder shall inure to the benefit of and be enforceable by the Indemnfied Parties.

- 6. Any representation, warranty, covenant, agreement, indemnity and/or undertaking made in this Agreement or in any of the other Loan Documents or in any certificate or other writing delivered in connection with the Loan shall be true in all material respects when made and shall be deemed to have been relied upon by Lender and any assignee or transferee of Lender.
- The representations, warranties, covenants, agreements, indemnities and undertakings of Borrower contained in this Agreement shall continue and survive indefinitely notwithstanding the satisfaction, discharge, release, assignment, termination or cancellation of the Deed of Trust and/or the payment in full of the principal balance of the Loan with interest thereon and all other sums payable under Loan Documents or the occurrence of any event referred to in Section 9 hereof, except (subject to the provisions of the next sentence) with respect to any Hazardous Activity or violation of any of the Environmental Laws which first occurs after such satisfaction, discharge, release, assignment, termination or cancellation of the Deed of Trust or which first commences subsequent to the actual dispossession of Borrower, all Control Persons and all entities which control, are controlled, all Control Persons and all entities which control, are controlled by, or are under common control with any of the foregoing persons (each of the foregoing persons or entities is hereinafter, a "Responsible Party") following foreclosure of the Deed of Trust or acquisition of the Real Property by a deed in lieu thereof; provided, however, that nothing contained in this sentence shall relieve Borrower from any liability with respect to any Hazardous Activity or violation of Environmental Laws where such Hazardous Activity or violation of any of the Environmental Laws commenced or occurred, or is present as a result of, any act or omission by any Responsible Party or by any person or entity who or which is acting on behalf of a Responsible Party or any condition discovered to have arisen on or in connection with the Real Property prior to the acquisition of the Real Property by Borrower. Nothing contained herein shall limit, diminish, reduce or affect Borrower's obligation to indemnify, defend and hold Indemnified Parties harmless of, from and against any costs and expenses (including, without limitation, reasonable attorney fees and disbursements and court costs) incurred in connection with defending Indemnified Parties in any action or proceeding brought against Indemnified Parties under or in connection with any Environmental Law as same relates in any way to the Real Property, any adjacent or adjoining property to the Real Property, any Hazardous Activity and/or any other action or inaction of Borrower and/or any Control Person.
- 8. It is expressly understood and agreed that the obligations of Borrower hereunder are and shall be absolute under any and all circumstances, without regard to the validity, regularity or enforceability of any of the Loan Documents.
- 9. The obligations, covenants, agreements and duties of Borrower under this Agreement shall in no way be affected or impaired by reason of the occurrence from time to time of any of the following with respect to the Loan Documents or this Agreement (collectively, the "Instruments"), or with respect to the Real Property, even though notice may not have been given to, or received from, or the further consent of Borrower thereto may not have been obtained:
- (a) The waiver of the performance or observance by Borrower, or any one of them, of any agreement, covenant, term or condition to be performed or observed by it;
- (b) The extension of the time for payment of any sums owing or payable under the Instruments or the time for the performance of any other obligation under or arising out of or on account of the Instruments;
 - (c) The supplementing, modification or amendment (whether material or otherwise) of any of the

Instruments or any of the obligations of Borrower, or any one of them, set forth in any of the Loan Documents;

- (d) Any failure, omission or delay on the part of Lender or any other person to enforce, assert or exercise any right, power or remedy conferred on such person in or by virtue of any of the Instruments, or any action on Lender's or such person's part granting indulgence or extension in any form;
- (e) The release of any security under the Deed of Trust or any of the other Loan Documents or the release, modification, waiver or failure to enforce any other guaranty, indemnity, pledge or security device whatsoever;
- (f) The voluntary or involuntary liquidation, dissolution, sale of all or substantially all of the property, marshalling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of, or other similar application or proceeding affecting Borrower or any of Borrower's assets;
- (g) The sale, transfer or conveyance of the Real Property or any part thereof or any interest therein to any party, whether now or hereafter having or acquiring an interest in the Real Property;
 - (h) The conveyance to Lender of the Real Property by a deed in lieu of foreclosure or otherwise;
- (i) The change (whether material or immaterial) in any of the Environmental Laws, or the promulgation of any new Environmental Laws;
- (j) The release of Borrower from the performance or observance of any of the agreements, covenants, terms or conditions contained in any of the Loan Documents by operation of law; or
- (k) The foreclosure of the Deed of Trust or the tender of a deed in lieu of foreclosure or the exercise of any other rights or remedies under the Loan Documents.
- 10. Notice of acceptance, presentment, demand for payment, protest, notice of default or nonpayment, notice of dishonor, notice of protest, and all other notices and demands are hereby waived by Borrower.
- 11. Borrower hereby waives any and all legal requirements that Lender institute any action or proceeding at law or in equity against Borrower or anyone else, or exhaust its remedies against Borrower or anyone else in respect of the Loan or the Instruments or in respect of any other security held by Lender as a condition precedent to bringing an action or proceeding against Borrower under this Agreement.
- 12. All agreements, covenants, representations, warranties, indemnities and terms contained in this Agreement shall bind the successors and assigns of Borrower and shall inure to the benefit of Lender, its successors and assigns.
- All notices and other communications to any party hereunder shall be in writing and shall be personally delivered, or sent by certified mail, postage prepaid, return receipt requested, or by a reputable courier delivery service, or by telecopy or electronic mail and shall be given to the telecopier number or electronic mail address for such party set forth below:

<u>If to Borrower</u>: K-FALLS HOTEL,LP

Attention: Prakash Patel,

President/Secretary of Lotus Management, Inc.,

General Partner of K-Falls Hotel, LP

Address: 6030 Hellyer Ave., Ste. 150

San Jose, CA 95138

Telecopier No.:

E-Mail: prakash@lotusmgmtinc.com

If to Lender: KEB HANA LA FINANCIAL CORP.

Attention: <u>Kyoungsoo Lee , SVP</u>

Address: 777 S. Figueroa Street, Suite 3000

Los Angeles, CA 90017

Telecopier No.: 213-622-5378

E-Mail: kevinoathla@hanafn.com

Each such notice or other communication shall be effective (a) if given by telecopier, when such telecopy is transmitted to the telecopier number specified by this Section and the appropriate answerback or confirmation is received, (b) if given by electronic mail, on the date sent if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient, (c) if given by certified mail, three business days after such communication is deposited with the post office, addressed as aforesaid or (d) if given by any other means (including, without limitation, by courier), when delivered at the address specified by this Section.

- 14. Borrower and Lender hereby waive the right of trial by jury in any litigation arising hereunder and also waive the right, in such litigation, to interpose counterclaims or set-offs of any kind or description.
- 15. No delay on the part of Lender in exercising any power or right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any power or right hereunder or the failure to exercise same in any instance preclude other or further exercise thereof or the exercise of any other power or right; nor shall Lender be liable for exercising or failing to exercise any such power or right. The rights and remedies hereunder expressly specified are cumulative and not exclusive of any rights or remedies which Lender may or will otherwise have.
- 16. This instrument represents the entire environmental indemnity agreement between the parties and may not be modified or amended except by a writing duly executed by the party to be charged.
- 17. In the event that Lender for any reason whatsoever shall deem it necessary to refer this Agreement to an attorney for the enforcement thereof or any rights hereunder, by suit or otherwise, or for the protection or preservations of the Real Property, there shall be immediately due from Borrower to Lender, in addition to the sums due and payable hereunder, reasonable attorneys' fees and disbursements, together with all costs and expenses of such action. The Indemnified Parties may enforce the obligations of the Borrower without first resorting to or exhausting any security or collateral or without first having recourse to any Loan Document or any of the Real Property, through foreclosure proceedings or otherwise; provided, however, that nothing herein shall inhibit or prevent Lender from suing on the Loan Agreement or the Note, foreclosing, or exercising any other rights or remedies thereunder. This Agreement is not collateral or security for the debt of Borrower pursuant to the Loan, unless Lender expressly elects in writing to make this Agreement additional collateral or security for the debt of Borrower pursuant to the Loan, which Lender is entitled to do in its sole and absolute discretion. It is not necessary for an Event of Default to have occurred pursuant to and as defined in the Loan Documents for Indemnified Parties to exercise their rights pursuant to this Agreement. Borrower is fully liable for the obligations pursuant to this Agreement and such liability is not limited to the original principal balance of the Loan or the value of the Real Property.
- 18. In the event that any provision of this Agreement or the application thereof to Borrower or any circumstance in any jurisdiction governing this Agreement shall, to any extent, be invalid or unenforceable under any applicable statute, regulation, or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform to such statute, regulation or rule of law, and the remainder of this Agreement and the application of any such invalid or unenforceable provision to parties, jurisdictions or circumstances other than to whom or to which it is held invalid or unenforceable, shall not be affected thereby nor shall same affect the validity or enforceability of any other provision of this Agreement.
- 19. This Agreement has been executed, negotiated and delivered in the State of Oregon and shall be governed by and construed in accordance with the laws of the State of Oregon.
- 20. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

IN WITNESS WHEREOF, this Agreement was duly executed and delivered by the undersigned as of the date first above written.

<u>LENDER:</u>

BORROWER:

K-FALLS HOTEL, LP	KEB HANA LA FINANCIAL CORP.	
By: Prakant Palul	Executed in counterpart	
Name: Prakash Patel Title: President/Secretary of Lotus Management, Inc., General Partner of K-Falls Hotel, LP By: Paul QQ Name: Paresh Patel Title: Vice President/CFO of Lotus Management, Inc., General Partner of K-Falls Hotel, LP	Name: Young Chan Kim Title: President & CEO	
A notary public or other completing this certificate verifies on signed the document to which this certificate is attached, and validity of that document	ly the identity of the individual who I not the truthfulness, accuracy, or	
STATE OF California COUNTY OF Santa Clara S.S. On Aug 29 (here insert name and title of the officer), personally appeared Yrakast Value, (here insert name and title of the officer), personally appeared of signer, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.		
Signature Datel	USHA S. PATEL Notary Public - California Santa Clara County Commission # 2455496 My Comm. Expires Jul 30, 2027	

A notary public or other completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document
STATE OF California COUNTY OF Santa Clara S.S.
On Aug 19 2024 before me, Msla Slatal & Public Milliam, (here insert name and title of the officer), personally appeared Varell 1920, (name of signer), who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
Signature USHA 5. PATEL Notary Public • California Santa Ciara County Commission # 2455496 My Comm. Expires Jul 30. 2027
A notary public or other completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document
STATE OF California COUNTY OF S.S.
Onbefore me,, (here insert name and title of the officer), personally appeared, (name of signer), who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
Signature

IN WITNESS WHEREOF, this Agreement was duly executed and delivered by the undersigned aş of the date first above written.

BORROWER:	LENDER:
K-FALLS HOTEL, LP	KEB HANA LA FINANCIAL CORP.
By:Executed in counterpart	By: 1/4-00-
Name: Prakash Patel	Name: Young Chan Kim
Title: President/Secretary of Lotus Management, Inc.,	Title: President & CEO
General Partner of K-Falls Hotel, LP	
By:Name: Paresh Patel	
Title: Vice President/CFO of Lotus Management, Inc., General Partner of K-Falls Hotel, LP	
A notary public or other completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document	
STATE OF California	

On Aug 30, 20 before me, Sang Holee, Notary July, (here insert name and title of the officer), personally appeared young Chan amount in (name of signer), who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature____

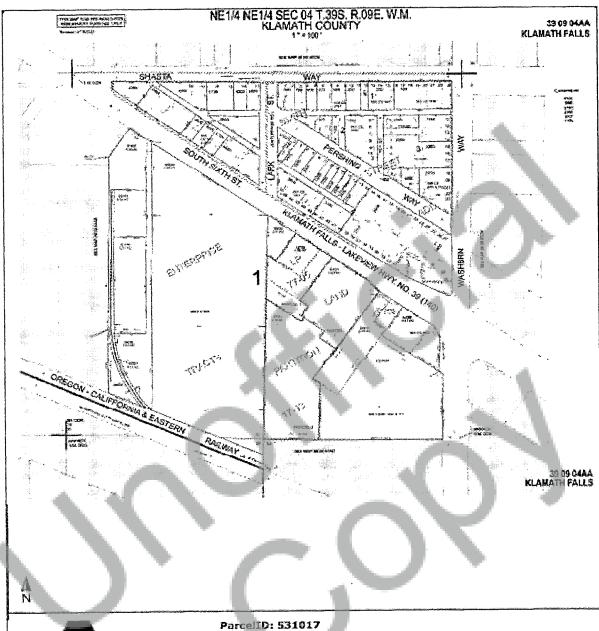


EXHIBIT "A" Legal Description

For APN/Parcel ID(s): R-3909-004AA-05800-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF KLAMATH FALLS, COUNTY OF KLAMATH FALLS, STATE OF OREGON AND IS DESCRIBED AS FOLLOWS:

Parcel 1 of Land Partition 77-05 being a replat of Parcel 1 of Major Land Partition 3-P-89 and a portion of Tract 805 Enterprise Tracts, situated in the NE1/4 of Section 4, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.





Tax Account #: 3909-004AA-05800
2430 S 6th St, Klamath Palls OR 97601
This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a palicy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

