

After Recording Return to: AmeriTitle, 404 Main St Ste 1, Klamath Falls, OR 97601

NOTICE OF TERMINATION OF CONTRACT OF SALE AND RELEASE OF ALL INTEREST

Dated: April 20, 2026

**THIS NOTICE OF TERMINATION OF CONTRACT OF SALE AND
RELEASE OF ALL INTERESTS** is entered into on this 21 day of April, 2026,
by and between:

Klamath Revitalization Fund, LLC,
an Oregon limited liability company (hereinafter "Owner" or "Seller"),

and

Davinci Contracting, LLC,
an Oregon limited liability company (hereinafter "Purchaser").

RECITALS

WHEREAS, Owner and Purchaser previously entered into a Contract of Sale and related agreements on July 27, 2023 (collectively, the "Contract Documents") concerning the real property located in Klamath County, Oregon; and

WHEREAS, the real property is commonly known as:

12041 Turnstone Drive, Klamath Falls, OR 97601

and is more particularly described as:

Running Y Resort Phase 12, Tract 1423, Lot-1006

Property ID: 890083

Map Tax Lot Number: 3808-009C0-03900

(hereinafter the "Real Property");

WHEREAS, the Parties desire to terminate the Contract Documents and fully release any and all interests arising therefrom;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Termination of Contract

All Contract Documents between Owner and Purchaser relating to the Real Property are hereby **terminated in their entirety** and shall be of no further force or effect as of April 20, 2026.

2. Release of All Interest

Purchaser, **Davinci Contracting, LLC**, hereby irrevocably **releases, forfeits, relinquishes, and conveys** to Owner, **Klamath Revitalization Fund, LLC**, any and all right, title, claim, or interest, legal or equitable, in and to the Real Property arising out of or related to the Contract Documents.

3. Mutual Release of Claims

Each Party hereby fully releases and forever discharges the other Party, including their respective members, managers, officers, agents, successors, and assigns, from any and all claims, demands, liabilities, damages, or causes of action, whether known or unknown, arising out of or related to:

- The Contract Documents
- The Real Property
- Any prior negotiations or agreements between the Parties

4. Consideration

This Agreement is entered into for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

5. No Admission of Liability

This Agreement is a mutual resolution of matters and shall not be construed as an admission of liability by either Party.

6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the **State of Oregon**.

7. Recordable Instrument

This document is intended to be recorded in the **Official Records of Klamath County, Oregon**, to evidence termination of any recorded or unrecorded interest of Purchaser in the Real Property.

IN WITNESS WHEREOF, the Parties have executed this instrument as of the date first written above.

OWNER / SELLER:

Klamath Revitalization Fund, LLC

By: [Redacted]
Name: Randy G. Cox
Title: Managing Director
Date: 4/20/2026

PURCHASER:

Davinci Contracting, LLC

By: [Redacted]
Name: David Hovey and Krista Hovey
Title: Owners
Date: 4/20/2026

STATE OF OREGON)

County of Klamath) ss.

On this 21 day of April, 2026, before me personally appeared David & Krista Hovey, who acknowledged the foregoing instrument to be the voluntary act and deed of **Klamath Revitalization Fund, LLC** and/or **Davinci Contracting, LLC**.

[Redacted]
Notary Public for Oregon
My Commission Expires: 2/2/30

