

REAL ESTATE PURCHASE AND SALE AGREEMENT

BETWEEN

**VALERIE L. ALLYN, SUCCESSOR TRUSTEE OF THE BETTY M. TATCHIO
REVOCABLE TRUST AND SUCCESSOR TRUSTEE OF THE MARVIN E.
TATCHIO CREDIT SHELTER TRUST, AS SELLER**

AND

SANTÉ PARTNERS, LLC, and its successors and permitted assigns, AS BUYER

**APPROXIMATELY 13.32 ACRES OF RAW LAND AND IMPROVEMENTS
LOCATED AT APPROXIMATELY 5559 LOAN OAK RD SE,
SALEM, MARION COUNTY, OREGON**

REAL ESTATE PURCHASE AND SALE AGREEMENT

This Real Estate Purchase and Sale Agreement (this “**Agreement**”) is made as of the 25 day of August, 2023 between Valerie L. Allyn, successor trustee of the Betty M. Tatchio Revocable Trust and successor trustee of the Marvin E. Tatchio Credit Shelter Trust (collectively, “**Seller**”), **SANTÉ PARTNERS, LLC**, an Arizona limited liability company and/or its successors or permitted assignees as further described in Paragraph 33 herein (“**Buyer**”). This Agreement shall also constitute escrow instructions to Amerititle, LLC (“**Title Company**”), with an address of 320 Church Street NE, Salem, OR 97301, Attn. Tasha Walery, in its capacity as the escrow agent (hereinafter the “**Escrow Agent**”), as to matters set forth herein pertaining to Escrow Agent.

RECITALS

A. Seller is the owner of approximately 13.32 acres of raw land and improvements located at or adjacent to 5559 Lone Oak Rd SE, Salem (the “**City**”), in Marion County, Oregon (the “**County**”) as identified on Exhibit A attached hereto (the “**Land**”). The Land is identified in the records of the Marion County Assessor as three contiguous Map Tax Lot Numbers 083W16DA00900, 083W16DA00800 and 083W16DA00700.

B. Seller desires to sell to Buyer and Buyer desires to purchase from Seller the Property (as defined below) subject to and in accordance with the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Agreement. Seller agrees to sell and Buyer agrees to purchase the Land, together with all rights, privileges, easements and appurtenances thereto, including, without limitation, any transferable development rights, air rights and water rights owned by Seller, if any, appurtenant to the real property and Seller’s rights, if any, to any oil, gas and other minerals in and under or that may be produced from the real property (the Land and all such rights, privileges, easements and appurtenances are collectively referred to herein as the “**Property**”). The Recitals set forth above are incorporated into and made a part of this Agreement.

2. Opening of Escrow; Closing.

(a) Opening of Escrow. For purposes of this Agreement, the opening of escrow (the “**Opening of Escrow**”) shall be deemed to be the date on which the Earnest Money Note (as defined in Paragraph 3 below) and one or more counterparts of this Agreement, executed by Buyer and Seller, are delivered to Escrow Agent.

(b) Closing. The consummation of the transaction with respect to the conveyance of the Property by Seller to Buyer (the “**Closing**”) shall occur on the date which

is thirty (30) days after the expiration of the Due Diligence Period (as defined below) (as applicable, the “**Closing Date**”). The Closing shall occur at the office of Escrow Agent or at such other place as Seller and Buyer may otherwise agree.

3. Purchase Price. The purchase price payable by Buyer to Seller for the Property (the “**Purchase Price**”) shall be TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,500,000.00). The Purchase Price shall be payable as follows:

(a) Earnest Money. Within three (3) Business Days after the full execution of this Agreement, Buyer shall deposit with Escrow Agent a promissory note in the principal amount of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00), the form of which is attached hereto and incorporated herein by this reference as **Exhibit B** (the “**Earnest Money Note**”). In the event Buyer gives the Due Diligence Approval Notice pursuant to Paragraph 4 below, Buyer shall, within two (2) Business Days thereafter, replace the Earnest Money Note with cash or other immediately available good U.S. funds (the “**Earnest Money Deposit**”) delivered to Seller, and Seller then shall cause Escrow Agent to return the Earnest Money Note to Buyer. Except as otherwise provided in this Agreement, the Earnest Money Deposit shall be nonrefundable to Buyer.

(b) Balance of Purchase Price. Buyer shall pay the balance of the Purchase Price at Closing as follows:

(i) The Earnest Money Deposit shall be credited against the Purchase Price.

(ii) Seller shall pay to Buyer as a down payment the sum of Four Hundred and Fifty Thousand and 00/100 Dollars (\$450,000.00) in cash (the “**Down Payment**”).

Upon Closing, the sum of Two Million and no/100 Dollars (\$2,000,000.00) shall be financed pursuant to the Seller Note and the Deed of Trust as defined in and pursuant to Paragraph 3(c), and such Seller Finance Documents (as defined below) shall be deposited with Escrow Agent in sufficient time on or before the Closing Date to permit Escrow Agent to close Escrow on the designated Closing Date.

(c) Seller Financing. Seller has agreed to provide financing (the “**Seller Financing**”) for a portion of the Purchase Price by the delivery by Buyer as Makers, to Seller, as Holder, of their promissory note in the form attached hereto as **Exhibit B-1** (the “**Seller Note**”) in the principal amount of TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00). The Seller Note will provide for interest on the unpaid principal balance to accrue commencing with the Closing Date at a rate of five and one half percent (5.5%) per annum, with interest accruing from the Closing Date and continuing until the earlier to occur of (i) the date on which the debt evidenced by the Seller Note is refinanced or otherwise paid off in full by Buyer or (ii) the second (2nd) anniversary of the Closing Date at which time the entire outstanding principal balance and all accrued and unpaid interest will be due and payable in full. The Seller Financing shall be secured by a first lien Deed

of Trust in the form attached hereto as **Exhibit B-2**, executed by the Maker in favor of Seller (the “**Deed of Trust**” or “**Trust Deed**”); together with the Seller Note are hereinafter collectively referred to as the “**Seller Finance Documents**”), which shall be recorded by Escrow Agent at Closing in the land records of Marion County, Oregon. There shall be no prepayment penalty for early payment of the Seller Note. At Closing, Buyer and Seller will sign joint instructions (hereinafter the “**Collection Escrow Instructions**”) to Santiam Escrow (216 E. Virginia St., Stayton, Oregon 97383) (hereinafter “**Collection Escrow Agent**”) who shall handle the collection of Seller’s payments required by the Seller Note. All costs charged by the Collection Escrow Agent shall be shared equally by Seller and Buyer.

(d) Conditions to Refundability. The Earnest Money Deposit shall be nonrefundable to Buyer after the expiration of the Due Diligence Period, subject to (i) the terms of Paragraph 19, (ii) any change in the status of the title to the Property from that approved by Buyer pursuant to Paragraph 6 that is not otherwise approved or waived by Buyer (or cured by Seller as provided for in Paragraph 6), (iii) any other terms of this Agreement which specifically provide for the return of the Earnest Money Deposit to Buyer or forfeiture to Seller. The Earnest Money Deposit shall be applied as a credit against the Purchase Price upon Closing.

(e) Interest on Deposits. All cash or immediately available funds of Buyer deposited in Escrow on account of the Purchase Price or otherwise shall be deposited by Escrow Agent in one or more interest-bearing federally insured money market accounts. Any interest earned on such funds while held in Escrow shall be remitted to Buyer if Buyer is entitled to the return of the funds pursuant to this Agreement; or to Seller if Seller is entitled to a forfeiture of the Earnest Money Deposit as liquidated damages pursuant to Paragraph 19 below or any other paragraph in this Agreement. Otherwise, accrued interest shall be remitted to Seller upon the Closing, but shall be credited against the Purchase Price upon Closing.

4. Due Diligence Contingency

(a) Seller hereby acknowledges that there are several material contingencies to Buyer’s acquisition of the Property, including, but not limited to, Buyer’s satisfaction in its sole discretion with Buyer’s (i) due diligence investigations of the Property as provided in this Paragraph 4, (ii) title and survey review as provided in Paragraph 6, and (iii) evaluation of the feasibility of Buyer’s intended development of the Property as multifamily housing (“**Buyer’s Intended Use**”); it being understood and acknowledged that Buyer will expend significant funds in conducting its due diligence investigations, title and survey reviews, and evaluating the feasibility of the Property for Buyer’s Intended Use. Seller further acknowledges that Buyer may invest substantial time, effort and resources in investigating the economic feasibility and availability of financing (including lender application fees and market studies) and other matters including, without limitation, expenditure of funds on engineering fees, architectural fees, soils analysis, environmental analysis, research of relevant codes, ordinances, regulations, entitlements and other issues during its investigation of the Property.

(b) Notwithstanding anything to the contrary contained in this Agreement, at any time during the period (the “**Due Diligence Period**”) commencing upon full execution of this Agreement and terminating at 5:00 p.m., Salem, Oregon time, on the date which is ninety (90) days after the full execution of this Agreement (the “**Due Diligence Termination Date**”), Buyer shall have the right, at Buyer’s expense and in Buyer’s sole and absolute discretion, (i) to pursue Buyer’s due diligence investigations of all matters pertaining to the physical, environmental, zoning, economic and all other conditions and aspects of the Property, and (ii) to elect either to proceed with this transaction or to terminate this Agreement for any reason whatsoever. If Buyer decides to proceed with this transaction, then, Buyer, on or prior to the Due Diligence Termination Date, shall deliver written notice (the “**Due Diligence Approval Notice**”) to Seller that this transaction, as evidenced by this Agreement, has been approved by Buyer. Buyer’s satisfaction with its due diligence investigations and election to proceed with this transaction as provided by the foregoing is hereinafter referred to as the “**Due Diligence Contingency**”. If Buyer fails to deliver the Due Diligence Approval Notice on or before the Due Diligence Termination Date, and/or if Buyer delivers written notice to Seller on or before the Due Diligence Termination Date that it has decided not to proceed with this transaction, then this Agreement shall automatically terminate on the earlier of the Due Diligence Termination Date or the date of Buyer’s delivery of written notice of its election not to proceed with this transaction. Upon such termination, Escrow Agent shall return the Earnest Money Note to Buyer, and Seller and Buyer shall take the actions required under Paragraph 7.

5. Right of Entry; Property Information; Buyer Information.

(a) Right of Entry. Seller grants to Buyer and its engineers, surveyors and agents access to the Property and all improvements thereupon at reasonable times after the Opening of Escrow and during the Due Diligence Period for the purpose of conducting archaeological, geological, soil, drainage, engineering, wetland, and environmental tests and other tests, studies and surveys (collectively, “**Buyer’s Studies**”) which Buyer, in its sole discretion, deems necessary to determine whether the Property is suitable for Buyer’s Intended Use. Buyer shall, at Buyer’s expense, promptly restore the Property substantially to the same condition which existed prior to performing Buyer’s Studies, and Buyer shall indemnify, defend and hold harmless Seller from and against any and all claims and liabilities asserted against Seller as a result of any such entry by Buyer, its engineers, surveyors and agents, excluding any and all such claims and liabilities caused by Seller or by any conditions which existed upon the Property prior to entry thereon by Buyer and its engineers, surveyors and agents. Notwithstanding anything in this Agreement to the contrary, the obligations and indemnities set forth in this Paragraph 5(a) and Seller’s right of enforcement thereof shall survive any termination of this Agreement for a period of twelve (12) months after any such termination of this Agreement and thereafter shall expire and be of no force or effect. Notwithstanding anything in this subsection to the contrary, Buyer shall provide Seller with a minimum of three (3) days’ prior written notice before entering the residence that is located on the Property.

(b) Property Information. Seller represents and warrants that the only documents/information that Seller has regarding the Property are copies of the current property tax statements and a copy of the preliminary title report issued in connection with the previous offer that Seller received to purchase the Property. Seller will provide Buyer with copies of these documents at the beginning of the Due Diligence Period.

6. Title Review and Survey Contingency.

(a) Delivery of Commitment; Survey. Within ten (10) Business Days after Opening of Escrow, Escrow Agent shall cause the Title Company to prepare and deliver to Buyer and Seller a commitment for a form 2021 ALTA extended coverage owner's title insurance policy together with legible copies of all Schedule B items and all other recorded items (including those set forth in the "Requirements" section) set forth therein pertaining to the Property (the "**Title Commitment**"). On or before the expiration of the Due Diligence Period, Buyer may cause a current survey (the "**Survey**") of the Property to be prepared by a civil engineer licensed in the State of Oregon. If Buyer fails to timely obtain the Survey by the Due Diligence Termination Date in sufficient time to file an Objection Notice as provided in Paragraph 6(b), Buyer shall have waived the right to object to any matters a survey of the Property would have revealed. The Survey will be an ALTA/ACSM survey showing all easements, encroachments, and other matters affecting the Property. The Survey will be certified to be accurate, complete and correct to Seller, Buyer, the Title Company and Buyer's lender, if any.

(b) Objections. Buyer may object to any matters disclosed by the Title Commitment or the Survey by delivering written notice of any objections (the "**Objection Notice**") to Seller on or before ten (10) Business Days prior to the Due Diligence Termination Date. Any Objection Notice delivered by Buyer pursuant to this Paragraph 6(b) shall specify in reasonable detail any matter to which Buyer objects. If the Title Company subsequently issues any amendment to the Title Commitment showing any additional exception to title and/or if the Survey is later obtained during the balance of the Due Diligence Period and discloses any additional exception or other matter not disclosed on the Title Commitment, Buyer shall be entitled to object to any such additional exception (or to any such additional exception or other matter disclosed by the Survey, as applicable) by delivering an Objection Notice to Seller and to Escrow Agent on or before ten (10) days after Buyer's receipt of the amendment to the Title Commitment or ten (10) days after Buyer's receipt of the Survey, as applicable. If Buyer fails to deliver an Objection Notice objecting to any matter set forth in the Survey, any amended Survey, the Title Commitment, or any subsequent amendment to the Title Commitment, within the relevant time periods prescribed above, Buyer shall be conclusively deemed to have approved such matters. Notwithstanding any contrary provision of this Agreement, but subject to Paragraph 6(d), in no event shall any monetary liens or encumbrances securing payment of private debts or obligations constituting a lien against the Property be deemed to be Permitted Exceptions (as defined below), and the foregoing (if any) affecting the Property shall be released, at Seller's expense (or by application of Seller's closing proceeds), at or prior to the Closing. Except as provided in the preceding sentence or as otherwise provided in this Paragraph 6 or elsewhere in this Agreement, Seller shall have no obligation to cure or remove any title matter objected to by Buyer.

(c) Seller's Response. If Buyer timely delivers any Objection Notice pursuant to Paragraph 6(b), Seller may deliver a written notice (a "Response") to Buyer on or before ten (10) Business Days after receipt of the Objection Notice, which Response shall state what actions (if any) Seller intends to take with respect to, and their anticipated effect on, the matters to which Buyer has objected. If Seller fails to timely deliver a Response, then Seller shall be conclusively deemed to have delivered a Response indicating that Seller will not remove any of the matter(s) objected to by Buyer unless Seller is otherwise expressly obligated to do so under any provision of this Agreement. If the Response does not state an intention to fully remove each matter to which Buyer has objected, Buyer may deliver written notice to terminate this Agreement within five (5) Business Days after Buyer receives the Response, in which event the Earnest Money Deposit shall be refunded to Buyer, this Agreement shall terminate, and Paragraph 7 shall govern the parties' actions. If Buyer has conditionally waived an objection (based upon Seller's statement in the Response), and the condition is not satisfied by the Closing Date despite Seller's good faith efforts, Buyer shall have the right, as its sole remedy therefor, either to (i) elect to terminate this Agreement on the Closing Date, in which event the Earnest Money Deposit shall be refunded to Buyer, whereupon this Agreement shall terminate, and Paragraph 7 shall govern the parties' actions, or (ii) proceed with this transaction and waive such objection in writing on or before the Closing Date. If Buyer fails to make a timely election pursuant to the preceding sentence, Buyer shall be deemed conclusively to have elected to terminate according to clause (i) of the preceding sentence. In the event that Buyer waives an objection, such exception shall be part of the Permitted Exceptions hereunder.

(d) Encumbrances. Seller represents that the Property is owned by Seller free and clear of all consensual monetary liens and encumbrances and financing agreements or if there are such liens and encumbrances they are and shall remain current and in good standing while this Escrow is in effect. Except as agreed to in writing by Buyer, Seller agrees not to place any consensual liens, consensual encumbrances, easements or other matter of record, or permit other judgments, liens or encumbrances to attach against the Property or any portion thereof following Opening of Escrow and during the term of this Agreement. Notwithstanding any contrary provision of this Agreement, a breach by Seller of the terms of this Paragraph 6(d) shall entitle Buyer to pursue all rights and remedies available at law or in equity, in addition to any rights or remedies expressly provided for in this Paragraph 6 or elsewhere in this Agreement and all Seller Closing proceeds shall be used to pay off any monetary liens and encumbrances affecting the Property, if any, as directed by Buyer and/or Escrow Agent.

(e) Amendment Shortly Before a Closing. In the event that an amendment to the Title Commitment is issued before Closing, and the amendment reveals an additional exception (other than the Permitted Exceptions), the Closing shall be extended as necessary by fifteen (15) days (with Buyer having seven (7) days to issue an objection letter, Seller having five (5) days to cure and Buyer having the balance of that time to issue a Response): (a) to provide Buyer the period contemplated by Paragraph 6(b) hereof to deliver an Objection Notice; (b) to provide Seller the period contemplated by Paragraph

6(c) hereof to deliver a Response if Buyer delivers an Objection Notice; and (c) to provide Buyer the period contemplated by Paragraph 6(c) hereof to terminate this Agreement if Seller delivers (or is deemed to have delivered) a Response which does not include a commitment to remove all of the matters to which Buyer has objected.

(f) Permitted Exceptions. As used in this Agreement, the term “**Permitted Exceptions**” shall collectively mean only (i) the exceptions to title reflected in the Title Commitment and all amendments to the Title Commitment which are approved (or deemed approved) by Buyer pursuant to this Paragraph 6; (ii) any matters created by or arising from the affirmative act of Buyer; (iii) current year’s taxes that are prorated under Paragraph 15 or; and (iv) any other matters approved as Permitted Exceptions in writing by Buyer under or in connection with this Agreement.

7. Termination of Agreement and Escrow. If this Agreement is terminated (or deemed terminated) pursuant to a provision hereof specifically requiring that the Earnest Money Deposit be returned to Buyer, then the entire Earnest Money Deposit shall be returned to Buyer. If this Agreement is terminated (or deemed terminated) pursuant to a provision hereof specifically requiring that the Earnest Money Deposit be paid to Seller, then the entire Earnest Money Deposit shall be retained by Seller. Additionally, Escrow Agent shall return all documents to the party which supplied the documents, and Buyer and Seller shall have no further obligation pertaining to the purchase or sale of the Property, except as to any surviving obligations or indemnifications set forth in this Agreement. The contingencies set forth in Paragraphs 4 and 6 are, except as otherwise specifically provided, for the sole benefit of Buyer, and Buyer, in its sole discretion, may at any time in writing waive any one or more of the contingencies applicable to it in which case the waived contingency or contingencies shall be deemed to be satisfied.

8. Conditions to Closing.

(a) Buyer’s Conditions. Buyer’s obligation to close this transaction is subject to the satisfaction (or waiver by Buyer in writing) of the following conditions on and as of the Closing Date (each a “**Buyer’s Condition to Closing**”), unless an earlier date is specified in this Agreement:

(i) Seller’s representations and warranties set forth in this Agreement are true, complete and correct in all material respects on and as of the Closing Date;

(ii) Seller has performed in all material respects all of the obligations to be performed by Seller and Seller shall not be in breach or default under this Agreement on or before the Closing Date;

(iii) The Due Diligence Contingency shall have been satisfied by Buyer’s delivery of the Due Diligence Approval Notice in accordance with Paragraph 4(b);

(iv) The Title Company shall be unconditionally committed as of the Closing to issue the Title Policy (as defined below) to Buyer in accordance with Paragraph 9;

(v) as of the Closing, there shall be no moratorium or similar restriction (including without limitation any COVID-19 related restrictions) imposed by any governmental authority or private entity with respect to the issuance of building permits or certificates of occupancy affecting the Property or the development or use of the Property for Buyer's Intended Use or electric, gas, telephone, cable television, sanitary sewer, storm drainage or water line or water meter hookups;

(vi) Seller shall have delivered those items described in Paragraph 10(a) hereof as provided in this Agreement;

(vii) Seller shall have delivered possession of the Property to Buyer free and clear of all tenancies or other possessory; and

(viii) all other conditions set forth herein for the benefit of Buyer shall have been satisfied or waived in writing by Buyer.

If the Closing fails to occur on or prior to the Closing Date because a Buyer's Condition to Closing is not satisfied, then Buyer shall elect by written notice delivered to Seller on or before 5:00 p.m. on the Closing Date, to either (a) waive all unsatisfied Buyer's Condition(s) to Closing and proceed with the Closing on that date which is not later than three (3) Business Days after the Closing Date (provided that Seller also agrees in writing to waive such condition if such condition also is a Seller's Condition to Closing), or (b) terminate this Agreement whereupon the Earnest Money Deposit shall be returned to Buyer. If Buyer fails to deliver the written notice described in the preceding sentence, then Buyer shall be deemed to have elected to waive and proceed pursuant to option (a). Notwithstanding the foregoing, if the failure of a Buyer's Condition to Closing is caused by a default by Seller that is not cured by Seller within the Seller Cure Period (as defined in Paragraph 19 of this Agreement), Buyer shall have the right to exercise the remedies described in Paragraph 19.

(b) Seller's Conditions. Seller's obligation to close this transaction is subject to the satisfaction (or waiver by Seller in writing) of the following conditions on and as of the Closing Date (each a "**Seller's Condition to Closing**"), unless an earlier date is specified in this Agreement:

(i) Buyer's representations and warranties set forth in this Agreement are true, complete and correct in all material respects on and as of the Closing Date;

(ii) Buyer has performed in all material respects all of its obligations to be performed by Buyer on or before the applicable Closing; and

(iii) Buyer shall have delivered those items described in Paragraph 10(b) hereof as provided in this Agreement.

If the Closing fails to occur on or prior to the Closing Date because a Seller's Condition to Closing is not satisfied, then Seller shall elect by written notice delivered to Buyer and Escrow Agent on or before 5:00 p.m. on the Closing Date to either (a) waive all unsatisfied Seller's Condition(s) to Closing and proceed with the Closing on that date which is not later than three (3) Business Days after the Closing Date or (b) terminate this Agreement and retain the Earnest Money Deposit. If Seller fails to deliver the written notice described above, then Seller shall be deemed to have elected to waive and proceed pursuant to option (a). Notwithstanding the foregoing, if the failure of a Seller's Condition to Closing is caused by a default by Buyer that is not cured by Buyer within the Buyer Cure Period (as defined in Paragraph 19 of this Agreement), Seller shall have the right to exercise the remedies described in Paragraph 19.

9. Title Insurance Policy. At the Closing, the Escrow Agent shall furnish to Buyer a 2021 ALTA extended coverage owner's title insurance (the "**Title Policy**") issued by the Title Company, or the unconditional commitment of the Title Company to issue the Title Policy with a limit of liability in the amount of the Purchase Price insuring that fee simple title to Property is held by Buyer subject only to the Permitted Exceptions. Seller shall cooperate in all reasonable respects with the delivery to Buyer of a 2021 ALTA extended form policy of title insurance (such as by signing the Title Company's form ALTA affidavit, for example) and any endorsements required by Buyer, but Buyer shall pay for any such endorsements.

10. Closing Documents.

(a) Actions at Closing by Seller. On or before the Closing Date, Seller shall deliver or cause to be delivered to Escrow Agent (if not otherwise delivered prior thereto) all of the following instruments dated as of or prior to the Closing Date, fully executed and acknowledged (if applicable) by Seller:

(i) A Special Warranty Deed in the form of Exhibit C attached hereto (the "**Deed**") conveying title to the Property to Buyer, free of all liens and encumbrances created or suffered by Seller except for the Permitted Exceptions and except for those liens and encumbrances created by Buyer on and after the Closing Date and in proper form for recording;

(ii) Affidavit of non-foreign person in the form of Exhibit D (the "**Non-Foreign Affidavit**");

(iii) A closing statement prepared by Escrow Agent and approved in writing by Seller;

(iv) The Collection Escrow Instructions; and

(v) Such other funds, instruments or documents as may be reasonably necessary to fulfill the covenants and obligations to be performed by Seller pursuant to this Agreement.

(b) Actions at Closing by Buyer. On or before Closing Date, Buyer shall deliver or cause to be delivered to Escrow Agent (if not otherwise delivered prior thereto) all of the following, and with respect to any instruments or documents referred to below, all such items shall be dated as of or prior to the Closing Date, fully executed and acknowledged (if applicable) by Buyer:

(i) Such entity formation documents, authorizations, resolutions, consents, and affidavits and other documentation with respect to Buyer as Escrow Agent may require in order to cause the Closing to occur;

(ii) All funds and documents referred to in Paragraph 3 necessary to pay the Purchase Price (less the Earnest Money Deposit) subject to applicable prorrations, adjustments and credits and all funds necessary to pay any other amounts due from Buyer under this Agreement;

(iii) Executed Seller Note in the form of Exhibit B-1, dated as of the Closing Date;

(iv) Executed and notarized Deed of Trust in the form of Exhibit B-2, dated as of the Closing Date and in proper form for recording;

(v) A closing statement prepared by Escrow Agent and approved in writing by Buyer; and

(vi) The Collection Escrow Instructions; and

(v) Such other funds, instruments or documents as are reasonably necessary to fulfill the covenants and obligations to be performed by Buyer at the Closing pursuant to this Agreement.

(c) Actions at Closing by Escrow Agent. Upon Buyer's and Seller's compliance with the requirements of Paragraphs 10(a) and Paragraph 10(b), Escrow Agent shall take all necessary action to close the transaction including, without limitation, each of the following:

(i) Disburse funds in accordance with the closing statement approved in writing by Buyer and Seller;

(ii) Record the Deed;

(iii) Record the Deed of Trust;

(iv) Send the Collection Escrow Instructions to the Collection Escrow Agent; and

(v) Take such other actions as are reasonably necessary to comply with the obligations to be performed by Escrow Agent pursuant to this Agreement.

11. Brokerage. Buyer and Seller each represents to the other that it has not dealt with any real estate broker or any other party entitled to a commission, broker's fee or other compensation in connection with the sale of the Property by Seller to Buyer except Coldwell Banker Commercial (Shadya Jones) (the "**Broker**"). Upon (and only in the event of) the Closing, Seller shall be responsible for payment of a commission to the Broker per a separate agreement. Buyer and Seller each agrees to indemnify, protect, defend and hold the other harmless for, from and against any expense, including, without limitation, attorneys' and accountants' fees, claims, actions, suits or demands for payment of any commission, finder's fee or other sum initiated by any other broker (and Seller shall so indemnify Buyer as to Broker and Buyer shall have no liability to Broker in any event), commission agent, or other person which such party or its representatives has engaged or retained or with which it has had discussions concerning the transaction contemplated by this Agreement. Notwithstanding any contrary provision of this Agreement, the representations and indemnities set forth in this Paragraph 11 shall survive Closing hereunder or any termination of this Agreement.

12. Buyer's Representations and Warranties. In addition to the Buyer's representations and warranties, if any, otherwise provided for in this Agreement, Buyer represents and warrants to Seller as of the date of this Agreement, and upon Closing hereunder shall be deemed to represent and warrant, as follows:

(a) Formation and Legal Powers. Buyer is a duly formed and validly existing entity with the full power and authority to enter into this Agreement. The person(s) signing this Agreement and any documents and instruments in connection herewith on behalf of the Buyer has full power and authority to do so.

(b) Documents. This Agreement and all documents executed by Buyer that are to be delivered to Seller or Escrow Agent at Closing are, or at Closing will be, duly authorized, executed and delivered by Buyer, and are, or at Closing will be, legal, valid, binding and enforceable obligations of Buyer, as such enforceability may be limited by creditors rights laws and general principles of equity, and do not, and at Closing, will not, violate any provisions of Buyer's entity governance document or any contract, instrument, note, bond, indenture, agreement, license or other instrument or obligation, law, rule, regulation or judicial order or decree to which Buyer is a party or to which Buyer is subject.

13. As-Is. Buyer understands and acknowledges that Seller is selling the Property as a fiduciary and that Seller has no information or knowledge regarding the Property or the condition of the Property. Buyer acknowledges that Buyer has assessed, or has had the opportunity to assess, the size, configuration, utility service, environmental status, means of access, permitted uses, status of title, value, condition, and all other material aspects of the Property and, except as specifically stated herein, Buyer is not

relying on, nor has Buyer been influenced by, any statement or representation of Seller or any agent or representative of Seller regarding the Property. Buyer's acceptance of the Property and the satisfaction or waiver of all of Buyer's conditions to closing will be evidenced solely by the closing of this transaction and without any other act or confirmation by Buyer. Buyer will not have the option to close this transaction without accepting the Property in its then-current condition, and Buyer acknowledges that Buyer is acquiring the Property "AS IS, WHERE IS" in its current condition existing as of the Closing Date, without any representation or warranty of any kind or nature by Seller.

14. Seller's Representations, Warranties and Covenants. In addition to the Seller's representations and warranties, if any, otherwise provided for in this Agreement, Seller represents, warrants and covenants to Buyer as of the date of this Agreement, and upon Closing hereunder shall be deemed to represent and warrant, as follows:

(a) Formation and Legal Powers. Seller has the full power and authority to enter into this Agreement on behalf of the Betty M. Tatchio Revocable Trust and the Marvin Tatchio Credit Shelter Trust. The person(s) signing this Agreement and any documents and instruments in connection herewith on behalf of the Seller has full power and authority to do so.

(b) Documents. This Agreement and all documents executed by Seller that are to be delivered to Buyer or Escrow Agent at Closing are, or at Closing will be, duly authorized, executed and delivered by Seller, and are, or at Closing will, be legal, valid, binding and enforceable obligations of the Betty M. Tatchio Revocable Trust and the Marvin Tatchio Credit Shelter Trust, as such enforceability may be limited by creditors rights laws and general principles of equity, and do not, and at Closing, will not, violate any provisions of Seller's entity governance document or any contract, instrument, note, bond, indenture, agreement, license or other instrument or obligation, law, rule, regulation or judicial order or decree to which Seller is a party or to which Seller or the assets or Seller, including the Property, is subject.

(c) No Prohibition. To the best of Seller's actual knowledge and without any duty of investigation or inquiry, Seller is not prohibited from consummating the transactions contemplated by this Agreement by any law, rule, regulation, instrument, agreement, order or judgment.

(d) Bankruptcy or Insolvency Proceedings. Seller is not bankrupt or insolvent under any applicable Federal or State standard, has not filed for protection or relief under any applicable bankruptcy or creditor protection statute, and has not been threatened by creditors with an involuntary application of any applicable bankruptcy or creditor protection statute. There are no attachments, levies, executions, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or pursuant to any other debtor relief laws contemplated or filed by Seller, or pending in any current judicial or administrative proceeding against Seller. Seller is not entering into the transactions described in this Agreement with an intent to defraud any creditor or to prefer the rights of one creditor over any other. Seller and Buyer

have negotiated this Agreement at arms-length and the consideration paid represents fair value for the assets to be transferred.

(e) No Notices. To the best of Seller's actual knowledge and without any duty of investigation or inquiry, Seller has not received any written notice of any current violations of any laws, statutes, ordinances, regulations or other requirements of any governmental agency in connection with or related to the Property, including, without limitation, those pertaining to air pollution and/or environmental pollution, from any federal, state, county or municipal authorities or to Seller's actual knowledge and without any duty of investigation or inquiry, any notice requiring or specifying that any work be done to the Property or any portion thereof.

(f) No Claims. To the best of Seller's actual knowledge and without any duty of investigation or inquiry, there are no claims, actions, suits, proceedings or investigations pending, or to the best of Seller's actual knowledge and without any duty of investigation or inquiry, threatened, with respect to or in any manner affecting Seller's ownership of the Property or otherwise affecting any portion thereof, or which will become a cloud on the title to the Property or question the validity or enforceability of the transaction contemplated herein.

(g) Additional Agreements. Seller has not entered into any written leases, tenancies, easements, options, contracts, rights of first refusal, licenses, or operating or other agreements applicable to or affecting the Property (except for a residential lease that currently encumbers the Property and will be terminated on or before the Closing Date); and, other than this Agreement, Seller has not entered into any written contracts or agreements relating to the sale, exchange or transfer of the Property or any part thereof to a third party purchaser, with the exception of the sale agreement and related documents entered into by Seller with the prior purchaser of the Property. Seller shall not enter into any contracts which would extend beyond the Closing Date, without Buyer's prior written consent, which consent shall not be unreasonably withheld.

(h) Property Information. To the best of Seller's actual knowledge, all documents and information delivered or to be delivered by Seller to Buyer are complete, true and correct, and have not been modified, amended or revoked except as disclosed by Seller to Buyer in writing. Seller makes no representations or warranties regarding any third party statements contained within any of the property materials.

(i) Water Rights. In the event water or riparian rights appurtenant to the Property are transferable, Seller shall transfer and assign such rights to Buyer upon Closing hereunder in accordance with local custom in the County. All costs associated with any such transfer or assignment shall be paid by Buyer.

(j) No Other Agreements. To the best of Seller's actual knowledge and without a duty of investigation or inquiry, neither Seller nor the Property nor any portion thereof is subject to any agreements or arrangements not disclosed in this Agreement or which would prevent or interfere with or require the consent of any third party to the sale

of the Property by Seller to Buyer in accordance with the terms and conditions of this Agreement.

(k) Not a Foreign Person; No Violation of Certain Laws. Seller is not a “Foreign Person,” as such term is defined under Internal Revenue Code, Section 1445. Seller is not, and the entities or individuals that constitute Seller, or that may own or control Seller, or that may be owned or controlled by Seller (in all cases, other than through the ownership of publicly traded, direct or indirect, ownership interests) are not: (i) in violation of any laws relating to terrorism or money laundering, or (ii) among the individuals or entities identified on any list compiled pursuant to Executive Order 13224 for the purpose of identifying suspected terrorists or on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/ofac/tllsdn.pdf> or any replacement website or other replacement official publication of such list which identifies an “Specially Designated National” or “blocked person”.

(l) Additional Covenants of Seller. Prior to Closing, Seller shall maintain the Property so as to cause it to be delivered to Buyer in substantially the same condition existing as of the end of the Due Diligence Period, ordinary wear and tear, damage by casualty, and damage by condemnation excepted. Seller shall maintain adequate liability insurance, and shall not, without the prior written consent of Buyer, further encumber or grant any interest in the Property except as expressly permitted herein. From the date hereof and through Closing, Seller shall perform and fulfill when due all covenants and obligations to be performed by it under licenses, permits and other agreements affecting the Property.

(m) Environmental. To the best of Seller’s actual knowledge and without any duty of investigation or inquiry, and except as disclosed in any due diligence, archaeological, endangered species, or environmental survey report obtained by Buyer: (i) no violation of any “Environmental Law” exists on or with respect to the Property as of the date of this Agreement, (ii) Seller has not conducted any activity on the Property which could have toxic results. The term “Hazardous Materials” in this Agreement means any hazardous or toxic substances, materials and wastes which are regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (1) petroleum, (2) asbestos, (3) polychlorinated biphenyls, (4) defined as a “hazardous waste,” “extremely hazardous waste” or “restricted hazardous waste” or “hazardous material” under applicable local, state or federal laws and regulations, (5) designated as a “hazardous substance” pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251, et seq. (33 U.S.C. Section 1321) or 33 U.S.C. Section 1317, (6) defined as a “hazardous waste” pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq. (42 U.S.C. Section 6903), (7) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601, et seq. (42 U.S.C. Section 9601), or (8) defined as a hazardous substance pursuant to any applicable state statutes (collectively, the “**Environmental Laws**”).

(n) No Mechanics' or Materialmen's Liens. To the best of Seller's actual knowledge and without a duty of investigation or inquiry, the Property is not subject to any labor, mechanics' or materialmen's liens. If any such liens exist, Seller shall cause any such liens, if any, to be released or bonded over prior to Closing in compliance with all requirements of the Title Company and its underwriter, except if any such liens exist as a result of Buyer's activities on the Property.

(o) Additional Information. Seller shall deliver to Buyer written notice of any notice or information relating to the Property received by Seller from any and all governmental or quasi-governmental authorities or entities or third parties after Opening of Escrow within five (5) days after receipt thereof by Seller but in any event prior to Closing.

Seller does hereby indemnify, protect, defend, and hold Buyer harmless for, from and against any liabilities, obligations, actions, suits, proceedings or claims, and all costs and expenses (including, without limitation, reasonable attorneys' fees) incurred in connection with the lack of truth as to the agreements, covenants, conditions, representations and warranties of Seller contained in Paragraphs 14(a) through 14(h) herein (the "**Indemnified Reps**"). The right of enforcement of the Indemnified Reps shall survive the Closing for a period of six (6) months after the Closing, and thereafter shall be of no further force or effect. Additionally, Seller's liability hereunder shall be limited to Five Hundred Thousand Dollars and No/100 (\$500,000.00).

Buyer does hereby indemnify, protect, defend, and hold Seller harmless for, from and against any liabilities, obligations, actions, suits, proceedings or claims, and all costs and expenses (including, without limitation, reasonable attorneys' fees) incurred in connection with the lack of truth as to the agreements, covenants, conditions, representations and warranties of Buyer contained in Paragraph 12 herein and Buyer's use of the Property after the Closing Date. The right of enforcement of the warranties, representations and indemnities of Seller set forth in this Paragraph 14 shall survive the Closing for a period of six months after the Closing, and thereafter shall be of no further force or effect. Additionally, Buyer's liability hereunder shall be limited to the amount of the Down Payment.

Except as otherwise provided in this Agreement, Buyer does not hereby or in connection herewith assume any liability of Seller in relation to the Property that accrued prior to Closing, all of which shall be and remain the responsibility of Seller.

15. Apportionment and Incidental Costs. Escrow fees will be divided evenly between Seller and Buyer. The recording fee for the Trust Deed and the Deed shall be paid by Buyer. Seller shall pay an amount equal to the premium for standard owner's coverage and Buyer shall pay the additional premium for any extended or other coverage obtained by Buyer for the Title Policy to be delivered pursuant to Paragraph 9 and any title endorsements desired by Buyer other than any endorsements required to remove any exceptions from the Title Policy which are not Permitted Exceptions, the cost of which shall be paid by Seller. Seller shall pay the real estate excise tax applicable to the sale of the Property. Any other costs incurred in the transfer of the Property from Seller to Buyer

shall be paid in accordance with the customs of real estate transactions presently in effect in Marion County, Oregon, as determined by Escrow Agent. Property taxes based upon the latest available tax bill from the County Assessor, shall be prorated as of the Closing, and shall be assumed and paid thereafter by Buyer. Buyer shall be responsible for payment of any taxes, interest, and penalties, if any, upon removal of the Property from any special assessment or program.

16. Changes in the Property. Should all or any material (defined as adversely affecting marketing, development, or causing an increase in costs) part of the Property be taken by eminent domain proceedings prior to the Closing, or if governmental authority should issue notice of any taking or proposed taking, Seller shall promptly (within five (5) Business Days, but in any event prior to Closing) give notice thereof to Buyer and within ten (10) days after receipt of notice of such taking, Buyer may terminate this Agreement by sending written notice thereof to Seller and Escrow Agent. If Buyer does not elect to terminate, then this Agreement shall remain in full force and effect and Seller shall remit, or credit to Buyer at the Closing, all monies received by Seller by reason of such taking and shall assign to Buyer all of Seller's claim to such compensation or award. In the event Buyer terminates this Agreement pursuant to this Paragraph 16, Escrow Agent shall return to Buyer the Earnest Money Deposit and the parties' actions shall be governed by Paragraph 7.

17. Possession. Possession of the Property shall be delivered to Buyer upon the Closing, subject only to the Permitted Exceptions.

18. Notices. All notices and other communications required or permitted hereunder shall be in writing and shall be given by personal delivery, overnight courier, or by deposit in the United States mail, first class, registered or certified, return receipt requested, postage prepaid, correctly addressed to the intended recipient at the address shown below:

If to Seller: Valerie L. Allyn, Trustee
275 SW Coast Ave
Depoe Bay, OR 97341
Telephone No: 541-961-3554

If to Buyer: Santé Partners, LLC
1220 20th Street SE, Ste. 310
Salem, Oregon 97302
Attn.: Jacob Schaefer
Telephone No.: (971) 599-5011
E-mail: schaefer@santepartners.com

With a copy to Lane Powell
Attn: Julie H. Seidenstein
1420 Fifth Avenue, Suite 4200
Seattle, WA 98101
Telephone No.: (206) 223-7080

E-mail: seidensteinj@lanepowell.com

Such notices and other communications shall be deemed to be given and received as follows (i) upon actual receipt, if delivered personally on a Business Day between 8:30 a.m. and 5:00 p.m. (Salem, Oregon time), otherwise on the next Business Day; (ii) upon actual delivery, if delivered by overnight courier; or (iii) three (3) Business Days following deposit in the mail, if delivered by mail. The parties may, from time to time, designate a different address by written notice given in the manner provided for above, not less than three (3) Business Days prior to the effective date of the change. Telephone numbers and email addresses are provided for informational purposes only and not for notice purposes. Notices by an attorney for a party shall constitute notice from that party.

19. Default by Buyer. If, at or prior to Closing (but expressly excluding any period prior to Buyer's delivery of the Due Diligence Approval Notice), Buyer shall materially default in any of the terms of this Agreement or any representation, warranty, covenant or other express obligation of Buyer hereunder, Seller may deliver to Buyer a written notice of default specifying the name of such default. If Buyer fails to cure such default within ten (10) days after Seller's delivery of such notice of default ("**Buyer Cure Period**"), then Seller shall, as its sole remedy, be entitled to retain any Earnest Money Deposit as liquidated damages to Seller for such material default by Buyer (provided that Seller may elect to waive such default and close the Escrow if Buyer also agrees to close) and this Agreement shall be deemed terminated, subject only to any continuing obligations or indemnities specifically contained in this Agreement. Buyer and Seller expressly agree that the amount of damages for such material default by Buyer is difficult to determine at this time and that the aforesaid sum is a reasonable estimation of the amount of liquidated damages for such material default under the circumstances existing at the time this Agreement is entered into and is not a penalty. Nothing in this Paragraph 19 shall limit Seller's remedies in the event that Buyer shall materially default in any of the terms of this Agreement or any representation, warranty, covenant, or other express obligation of Buyer hereunder that occurred during any period prior to Buyer's delivery of the Due Diligence Approval Notice.

20. Default by Seller. If, at or prior to Closing, Seller shall materially default in any of the terms of this Agreement or any representation, warranty, covenant or other express obligation of Seller hereunder, Buyer may deliver to Seller a written notice of default specifying the nature of such default. If Seller fails to cure such default within ten (10) days after Buyer's delivery of such notice of default (the "**Seller Cure Period**"), then Buyer may elect to do any of the following:

(a) waive such default and close the Escrow if Seller also agrees to close; or

(b) terminate this Agreement by written notice to Seller and Escrow Agent, in which event (A) the entire Earnest Money Deposit shall be returned or refunded to Buyer, and (B) this Agreement shall be of no further force or effect and neither party shall have any further rights or obligations hereunder, other than pursuant to any provision hereof which expressly survives the termination of this Agreement; or

(c) institute all proceedings necessary to specifically enforce the terms of this Agreement and cause title to the Property to be conveyed to Buyer in accordance with the provisions of this Agreement, it being understood and agreed that the Property is unique and that the right of specific performance is a just and equitable remedy under the circumstances, and further provided that if the remedy of specific performance is unavailable to Buyer, Buyer shall have the right to pursue any and all other rights and remedies against Seller available at law or in equity.

21. Dispute Resolution and Post-Closing Remedies. Controversies or claims between Seller and Buyer that arise from (i) this Agreement (including any modifications to this agreement), (ii) any document, agreement, or procedure related to or delivered in connection with this Agreement or the Property, (iii) any violation of this Agreement, or (iv) any claims for damages resulting from any business conducted between Seller and Buyer, including claims for injury to persons, property, or business interests (torts) (collectively “Arbitrable Disputes”) shall be resolved under this Paragraph 21, which shall survive termination of this Agreement. Wherever this Agreement refers to arbitration as the means of resolving disputes between the parties, the parties agree to follow the procedure described immediately below before commencing arbitration procedures. The filing of a judicial action during the term of this Agreement to enforce the other party’s performance under this Agreement, e.g. for an order of attachment, injunction, or other remedy, shall not constitute a waiver to the filing party’s right or breach of the filing party’s obligation to arbitrate.

(a) Arbitration. Any controversies or claims between Seller and Buyer that arise from Arbitrable Disputes shall be settled by arbitration in the City of Salem, Oregon, in accordance with the Commercial Arbitration Rules (Rules of the American Arbitration Association (AAA)) if not inconsistent with other provisions of this Agreement, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. The parties submit to the jurisdiction of the District Court of the State of Oregon, County of Marion, for purposes of confirming in any such award and entering judgment. The parties further agree that, despite anything to the contrary that may now or hereafter be contained in the Rules of AAA, this Paragraph 21 shall control.

(b) Appointment. Within ten (10) days after receipt of a notice of arbitration (Demand) from the other party, each party shall appoint one person to hear and decide that dispute. The two persons so chosen shall within ten (10) days after their appointment, appoint a third impartial arbitrator, and the final majority decision of the three arbitrators shall be final and conclusive on the parties to this Agreement. Each appointment of an arbitrator shall be deemed complete on delivery by the appointing party of written notice of appointment of that arbitrator to the Salem Regional Office of the AAA. If either Seller or Buyer fails to designate its arbitrator within the specified period after receipt of the Demand, then the arbitrator designated by the other party shall sit as the sole arbitrator and shall be deemed to be the single, mutually approved arbitrator to resolve the Arbitrable Dispute. If the party-appointed arbitrators are unable to appoint an impartial arbitrator, the impartial arbitrator shall be appointed under the Rules of the AAA. If the parties cannot

agree on a rate of compensation for the arbitrators, they shall be compensated for their services at a rate to be determined by the AAA. Each Arbitrator appointed by the parties or the Arbitrators or the AAA shall have at least ten years' experience in the matter at issue in the Arbitrable Dispute including such licenses, e.g. attorneys, CPA, or broker's license or certifications as may be appropriate or required by law.

(c) Costs. Except as provided in this Paragraph 21(c), each party shall bear its own costs and expenses of arbitration, including, but not limited to, filing fees, the fees of the arbitrator appointed by the party, and costs of transcripts, and each party agrees to pay half of the compensation to be paid to the neutral arbitrator in the arbitration. The arbitrators shall not have the power or competence to allocate between the parties in their award any costs, expenses, fees, attorneys' fees, or share of arbitrators' compensation.

(d) Written Opinion. The arbitrators shall, on the request of either Seller or Buyer, issue a written opinion of their findings of fact and conclusions of law. On receipt by the requesting party of this written opinion, the party shall have the right to file with the arbitrators a motion to reconsider, and the arbitrators shall then reconsider the issues raised by the motion and either confirm or change their majority decision, which shall then be final and conclusive on the parties.


(e) Applicability of Revised Code of Civil Procedure. It is specifically contemplated and agreed by the parties that Oregon law, as it may be amended from time to time, shall be incorporated into, made a part of, and made applicable to the arbitration agreement in this Paragraph 21.

(f) Power of Arbitrators. The arbitrators shall have the authority to issue any judgment or order, including equitable relief, except an order that includes punitive damages or is otherwise in contravention of the terms and conditions of this Agreement; provided, however, that the arbitrators' power to provide equitable relief or specific performance shall not preclude or restrict implementation of the termination provisions of this Agreement.

(g) Statute of Limitations. For purposes of the statute of limitations, the filing of an arbitration under this Paragraph 21 is the equivalent of the filing of a lawsuit, and any claim or controversy that may be arbitrated under this Paragraph 21 is subject to any applicable statute of limitations and any limitation of time for filing of such action as otherwise set forth in this Agreement. The Arbitrators shall have the authority to decide whether any such claim or controversy is barred by the statute of limitations or limiting provisions of this Agreement, and if so, to dismiss the arbitration on that basis.

(h) Disagreement on Arbitrability. If the parties disagree on whether a dispute is an Arbitrable Dispute, the issue of arbitrability shall be resolved by litigation unless both parties in their sole discretion agree to make the issue of arbitrability an issue to be decided by the arbitrators under this Paragraph 21.

THE UNDERSIGNED HAVE READ AND UNDERSTOOD THE FORGOING IN THIS PARAGRAPH 21 AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE “DISPUTE RESOLUTION” PROVISION TO BINDING NEUTRAL ARBITRATION.

Seller's initials: 

Buyer's initials: 

22. Representations and Warranties at Closing. All of Buyer's representations and warranties contained in this Agreement shall be true and correct at Closing as though made at and as of Closing. All of Seller's representations and warranties contained in this Agreement shall be true and correct at Closing as though made at and as of Closing.

23. Non Assumption of Liabilities. Except as otherwise expressly set forth in this Agreement, Buyer does not agree to perform or assume any liability, encumbrance or obligation of any kind or character whatsoever relating in any manner to all or any part of the Property.

24. Risk of Loss. The risk of loss or damage to the Property and all liability to third persons until the Closing shall, except as otherwise expressly provided herein, be borne by Seller provided Seller shall have no duty to repair the damage or compensate Buyer. If material damage does occur, Buyer may exercise its right to waive and Close Escrow or terminate this transaction and obtain the return of the Earnest Money Deposit.

25. Attorneys' Fees. Any party to this Agreement who is the prevailing party in any legal proceeding against any other party brought in connection with this Agreement or transaction shall be additionally entitled to recover court costs and reasonable attorney fees, and all other reasonable litigation expenses, including deposition costs, travel and expert witness fees, from the non-prevailing party including any fees and expenses incurred on appeal.

26. Entire Agreement; Amendment. All exhibits attached to this Agreement are incorporated into this Agreement by reference and made a part hereof. This Agreement, including all exhibits hereto, is the entire Agreement between the parties pertaining to all matters agreed upon or understood in connection with the sale and purchase of the Property and supersedes all prior discussions, negotiations or writings. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the parties. No change or addition may be made to this Agreement except by a written agreement executed by the parties.

27. Time of Essence. Time is of the essence with respect to the performance of all terms, covenants, conditions and provisions of this Agreement.

28. Further Assurances. The parties hereto shall execute, acknowledge and deliver such other instruments and documents as may be necessary or appropriate to carry out the full intent and purpose of this Agreement.

29. Applicable Law. This Agreement and the rights of the parties hereto shall be interpreted, governed and construed in accordance with the laws of the State of Oregon without giving effect to the principles of conflicts of law.

30. Section Headings/Paragraph References. The section headings in this Agreement are inserted only for convenience and reference and the parties intend that they shall be disregarded in interpreting the terms, covenants, conditions and provisions of this Agreement. References to specific paragraph numbers in any part of this Agreement shall mean and refer to the numbered paragraphs herein contained.

31. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law, but if any provision shall be invalid or prohibited hereunder, such provision shall be ineffective to the extent of such prohibition or invalidation but shall not invalidate the remainder of such provision or the remaining provisions, unless the overall intent of such provision is thereby vitiated.

32. Waiver. Either of the parties shall have the right to excuse or waive performance by the other party of any obligation under this Agreement by a writing signed by the party so excusing or waiving. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by Seller or Buyer of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

33. Binding Effect, Nominee. Except as set forth in this Paragraph 33, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. Buyer may freely assign this Agreement or nominate a substitute Buyer for this Agreement without Seller's consent to another entity in which Buyer, an affiliate of or related party to Buyer, and/or any of Buyer's Members or Manager, has a membership or management interest, including without limitation to any entity having one or more principals in common with Santé Partners, LLC, an Arizona limited liability company. All other assignments shall require the prior written consent of Seller, which shall not be unreasonably withheld. In the event of any such permitted assignment, Buyer shall have no further obligations hereunder. Buyer shall promptly notify Seller of any such assignment under this Paragraph 33. Seller may freely assign this Agreement without Buyer's consent to the beneficiaries of the Betty M. Tatchio Revocable Trust and the Marvin E. Tatchio Credit Shelter Trust, provided that any such assignee shall agree, in an assignment and assumption agreement, to be bound by all of the terms and conditions contained in this Agreement, specifically including, but not limited to, Paragraph 14 of this Agreement (a "**Permitted Assignment**"). In the event of any such Permitted Assignment, Seller shall have no further obligations hereunder. Seller shall promptly notify Buyer of any such Permitted Assignment under this Paragraph 33 and

shall promptly provide a copy of the fully executed assignment and assumption agreement executed in accordance herewith.

34. Construction. As used in this Agreement, the masculine, feminine or neuter gender and the singular or plural numbers shall each be deemed to include the other whenever the context so requires. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the party causing this Agreement or any part of this Agreement to be drafted. The parties acknowledge that each party has reviewed this Agreement and has had the opportunity to have it reviewed by legal counsel. If any words or phrases in this Agreement are stricken or otherwise eliminated, whether or not other words or phrases have been added, this Agreement shall be construed as if the words or phrases stricken or otherwise eliminated were never included in this Agreement, and no implication or inference will be drawn from the fact that the words or phrases were stricken or otherwise eliminated. The obligations of each of the parties comprising Seller hereunder shall be joint and several.

35. No Partnership, Third Person. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between Seller and Buyer except as specifically provided herein. No term or provision of this Agreement is intended to benefit any person, partnership, corporation or other entity not a party hereto (including, without limitation, any broker), and no such other person, partnership, corporation or entity shall have any right or cause of action hereunder.

36. Time of Performance. If the date for performance of any obligation hereunder or the last day of any time period provided for herein shall fall on a Saturday, Sunday or legal holiday, then said date for performance or time period shall extend to and include the first day thereafter which is not a Saturday, Sunday or legal holiday (a “**Business Day**”). Except as may otherwise be set forth herein, any performance provided for herein shall be timely made and completed if made and completed no later than 5:00 p.m. (Salem, Oregon time) on the day for performance.

37. Survival. All covenants, agreements, representations and warranties set forth in this Agreement or in any certificate or instrument executed or delivered pursuant to this Agreement shall survive Closing and shall not merge into any deed, assignment or other instrument executed or delivered pursuant hereto, except as otherwise specifically provided for in this Agreement.

38. Tax Reporting.

(a) Buyer and Seller hereby appoint Escrow Agent as, and Escrow Agent agrees to act as “the person responsible for closing” the transactions which are the subject of this Agreement, pursuant to Internal Revenue Code of 1986 § 6045(e). Escrow Agent shall prepare and file the informational return (IRS Form 1099-S) required by and otherwise comply with the terms of IRS § 6045(e).

(b) This transaction may be part of a 1031 exchange transaction under the Internal Revenue Code of 1986 through which Seller or Buyer or any third party who may assume Seller's or Buyer's rights respectively under this Agreement prior to Close of Escrow conveys or acquires the Property in exchange for other investment property and requests the Seller or Buyer herein, as applicable, to be an "**Accommodating Party**". In no event shall Seller or Buyer, as an Accommodating Party, be required to acquire or take title to any other real property at the request or demand of any other party to this Agreement in their capacities as an exchanger or exchange intermediary or incur any costs or expenses or to undertake any liabilities in connection with the exchange. An Accommodating Party hereby agrees to accommodate the compliance by the exchanger or the exchange intermediary with the "safe harbor" rules promulgated pursuant to IRS Code §1031. Each party hereby indemnifies and holds harmless an Accommodating Party from any and all losses, claims, obligations, suits, expenses, attorneys' fees and damages that may be incurred by the Accommodating Party in connection with the Accommodating Party's participation in a 1031 exchange at the request of the exchanger, exchange intermediary or any other party to this Agreement.

39. Counterparts. Execution of this Agreement and any amendments may be accomplished by counterpart signatures, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Faxed signatures and signatures in electronic .pdf format shall be acceptable as original signatures.

40. Agreement Binding Only Upon Full Execution by Seller and Buyer. The delivery of this Agreement in its unexecuted or partially executed form by Seller or Buyer does not constitute either the Agreement of Seller or Buyer or an offer by Seller to sell, or by Buyer to purchase, the Property upon the terms and conditions set forth herein until this Agreement has been executed by both Seller and Buyer and delivered to each of them (which may be done through their attorneys or Escrow Agent).

41. 41. Marketing. Unless and until this Agreement is terminated in accordance with the terms hereof, Seller shall not market the Property for sale. Seller shall cause the listing for the Property to be put in "pending" status.

42. Confidentiality. Seller and Buyer agree to keep the terms of this Agreement (including the Purchase Price) confidential and agree that neither will disclose the terms of this Agreement to any party other than: (i) the Title Company; (ii) the Broker; (iii) the principals, directors, officers, members, managers, partners and employees of Seller and Buyer; (iv) the attorneys, accountants, engineers, surveyors, consultants, insurers and other professionals employed by Seller and Buyer; and (v) investors and lenders who or which propose to invest or loan money for the purchase/development of the Property. Notwithstanding anything to the contrary contained in this Agreement, the provisions contained in this Paragraph 42 shall survive any termination of this Agreement, the delivery of the Deed and the Closing.

43. Statutory Disclaimers.

(a) 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.

(b) 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

[signatures commence on the following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

BUYER:

SANTÉ PARTNERS, LLC, an Arizona limited liability company

DocuSigned by:
By: C. Mark Hansen
Name: C. Mark Hansen
Its: Manager

SELLER:

DocuSigned by:
Valerie L Allyn
Valerie L. Allyn, successor trustee of the Betty M. Tatchio Revocable Trust

DocuSigned by:
Valerie L Allyn
Valerie L. Allyn, successor trustee of the Marvin E. Tatchio Credit Shelter Trust

List of Exhibits

- A Property (Land) Legal description
- B Earnest Money Note
- B-1 Seller Note
- B-2 Deed of Trust
- C Special Warranty Deed
- D Non-Foreign Affidavit

EXHIBIT A

PROPERTY (LAND) LEGAL DESCRIPTION

[Title Company to Confirm]

Alt APN: 083W16DA00900

APN: 593573

Beginning at a point on the East line of Lot 72 of Sunnyside Fruit Farms No. 3 in Township 8 South, Range 3 West of the Willamette Meridian in Marion County, Oregon, which is 186.20 feet North of the Southeast corner of said Lot 72; thence North 129.00 feet along said Eastline; thence West parallel to the South line of said lot 72, 510.00 feet to an iron pipe on the East line of a tract of land conveyed to Marion County by deed dated February 9, 1961 and recorded March 14, 1961 in Volume 542, Page 744, Deed Records; thence South along the East line of said Marion County tract 129.00 feet parallel to the East line of said Lot to an iron pipe; thence East 510.00 feet parallel to the South line of said Lot 72 to the place of beginning.

Alt APN: 083W16DA00800

APN: 593572

Parcel 1

Beginning at an iron pipe at the southeast corner of Lot 72 of Sunnyside Fruit Farms No. 3 in Township 8 South, Range 3 West of the Willamette Meridian in Marion County, Oregon; thence North 186.2 feet along the East line of said Lot 72; thence West 510.00 feet parallel with the South line of said Lot to an iron pipe; thence South 186.20 feet parallel to the East line of said Lot to an iron pipe on the South line of said lot; thence East 510.00 feet along said South line to the place of beginning. EXCEPT public roads.

Alt APN: 083W16DA00700

APN: 593567

Parcel 2

The East one-half of Lots Seventy (70) and Seventy-one (71) of Sunnyside Fruit Farm No. 3, in Marion County, Oregon, as shown in the office of the Recorder of Conveyances for said County and State.

ALSO, the right to use for road purposes a strip of land 16.0 feet wide, beginning at the Northwest corner of said premises and running in a Northerly direction through the center of Lots 72 and 73, and parallel with the East line of said Lots 72 and 73 of Sunnyside Fruit Farms No. 3 in Marion County, Oregon.

FIRST AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT

This FIRST AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT (this “**First Amendment**”) is made effective as of November 22, 2023 (the “**Execution Date**”), by and between Valerie L. Allyn, successor trustee of the Betty M. Tatchio Revocable Trust and successor trustee of the Marvin E. Tatchio Credit Shelter Trust (collectively, “**Seller**”) and SANTÉ PARTNERS, LLC, an Arizona limited liability company and/or its successors or permitted assignees (“**Buyer**”).

RECITALS

A. Seller and Buyer entered into that certain Real Estate Purchase and Sale Agreement dated as of August 25, 2023 (including all addenda thereto, collectively the “**Purchase Agreement**”) for the sale and purchase of approximately 13.32 acres of raw land and improvements located at or adjacent to 5559 Lone Oak Rd SE, Salem, Marion County, Oregon, as more particularly described in the Purchase Agreement (the “**Property**”). All capitalized terms use herein shall have the same meaning as set forth in the Purchase Agreement, unless otherwise specifically provided in this First Amendment.

B. Seller and Buyer desire to amend the Purchase Agreement to (i) increase the Purchase Price, (ii) extend the Due Diligence Period and (iii) extend the Closing Date in accordance with the terms and conditions of the Purchase Agreement and this First Amendment, as more particularly set forth below.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants and provisions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto (the “**Parties**” and each a “**Party**”) hereby covenant and agree as follows:

1. Purchase Price. The Purchase Price under the Purchase Agreement shall be increased by TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) to TWO MILLION FIVE HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$2,520,000.00), and as consideration for such increase, Seller agrees to extend the Due Diligence Period and Closing Date as further outlined below.

2. Due Diligence Period. The Due Diligence Termination Date, as defined in Section 4(b) of the Purchase Agreement, shall be hereafter extended to February 29, 2024 (the “**Extended Due Diligence Termination Date**”), and as consideration for the Extended Due Diligence Termination Date, Buyer shall deposit an additional TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) Earnest Money Deposit with Escrow (the “**Additional Deposit**”), which shall immediately become non-refundable to Buyer, and applied as a credit against the Purchase Price upon Closing. The Additional Deposit shall be deposited with Escrow within two (2) Business Days from the execution of this First Amendment and released to the Seller immediately

in accordance with the form attached hereto as **Exhibit A** (the “**Early Release of Funds Escrow Instructions**”).

3. **Closing Date.** The Closing Date shall hereby be extended to March 29, 2024, or earlier as agreed to by the parties hereto in writing.

4. **Earnest Money Note.** Notwithstanding anything to the contrary in this First Amendment, Buyer shall have no obligation to replace the Earnest Money Note, as defined in Section 3(a) of the Purchase Agreement, with cash or other immediately available good U.S. funds until Buyer has delivered the Due Diligence Approval Notice by the Extended Due Diligence Termination Date.

5. **Inconsistencies.** To the extent that there are inconsistencies between the terms of this First Amendment and the terms of the Purchase Agreement, the terms of this First Amendment control.

6. **Full Force.** Except as specifically set forth in this First Amendment, the terms and conditions of the Purchase Agreement as originally executed by the parties shall remain in full force and effect, and the parties hereby ratify the Purchase Agreement, as further amended by this First Amendment, and references to “this Agreement” in the Purchase Agreement and/or the references to “Purchase Agreement” in any documents attached as exhibits or schedules to the Purchase Agreement, whether or not so stated, shall mean the Purchase Agreement further as amended by this First Amendment.

7. **Entire Agreement.** This First Amendment (together with the Purchase Agreement) represents the entire and final agreement of Sellers and Buyer with respect to the subject matter hereof and supersedes all prior negotiations, discussions and writings with respect thereto. This First Amendment may not be amended or modified except by an instrument executed in writing by Buyer and Seller.

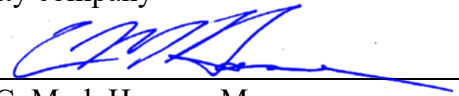
8. **Counterparts.** This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document. The delivery of an executed counterpart of this First Amendment (including an electronic signature, such as pursuant to DocuSign or AdobeSign) as a PDF or similar attachment to an email shall constitute effective delivery of such counterpart for all purposes with the same force and effect as the delivery of an original, executed counterpart. In no event shall any draft of this First Amendment create any obligation or liability on the part of either Sellers or Buyer, it being understood that this First Amendment shall be effective and binding only when a counterpart hereof has been executed and delivered by each of Sellers and Buyer.

[Signatures on following page]

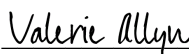
IN WITNESS WHEREOF, the Parties have caused this First Amendment to be signed as of the Execution Date.

BUYER:

SANTÉ PARTNERS, LLC, an Arizona limited liability company

By: 
Its: C. Mark Hansen, Manager

SELLER:

DocuSigned by:

Valerie E. Allyn, successor trustee of the Betty M. Tatchio Revocable Trust

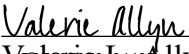
DocuSigned by:

Valerie E. Allyn, successor trustee of the Marvin E. Tatchio Credit Shelter Trust

EXHIBIT A

EARLY RELEASE OF FUNDS ESCROW INSTRUCTIONS

Addendum to Escrow Instructions
File # 606145AM

Early Release of Funds Escrow Instructions

File Number: 606145AM

Date: November 20, 2023

Seller has requested that buyer release and pay through this escrow the sum of \$20,000.00 at once, and prior to the consummation of this escrow. Said funds should be paid to Valerie L. Allyn, Successor Trustee of the Betty M. Tatchio Revocable Trust and Valerie L. Allyn, Successor Trustee of the Marvin E. Tatchio Credit Shelter Trust for early release of funds.

Buyer understands that AmeriTitle, LLC makes no warranty or representation of any kind, express or implied as to the ownership of or title to the property described in this escrow, nor as to any encumbrances or liens thereon, nor as to the condition and/or the ultimate outcome of this escrow nor in any manner or form as an inducement to make the above payment.

Furthermore, Buyer fully realizes that no instruments have been filed or recorded in his favor, and no policy of title insurance has been issued to protect his interest in said property. Buyer nevertheless desires to accommodate Seller and release funds as requested above.

Therefore, from funds deposited herewith, or on deposit in this escrow, you are hereby authorized and instructed to pay said funds as requested above upon receipt of these instructions executed by all parties hereto. Funds will be released as authorized once AmeriTitle, LLC has confirmed funds deposited are cleared funds.

AmeriTitle, LLC is not to be held liable or responsible for any loss or damage which Buyer may sustain by reason of making the above payment, nor for failure of any of the conditions of this escrow, nor for the recovery of said money for any reason whatsoever.

Funds released pursuant to the above instructions shall represent a part of the total consideration.

IT IS UNDERSTOOD BY THE PARTIES SIGNING THE ABOVE OR ATTACHED INSTRUCTIONS THAT THE INSTRUCTIONS ARE THE COMPLETE INSTRUCTIONS BETWEEN THIS FIRM AS AN ESCROW AGENT AND YOU AS A PRINCIPAL TO THE ESCROW TRANSACTION. THESE INSTRUCTIONS MAY NOT INCLUDE ALL THE TERMS OF THE AGREEMENT WHICH IS THE SUBJECT OF THIS ESCROW. READ THESE INSTRUCTIONS CAREFULLY, AND DO NOT SIGN THEM UNLESS THEY ARE ACCEPTABLE TO YOU.

SIGNATURES

SELLER(S):

Betty M. Tatchio Revocable Trust

DocuSigned by:
By: Valerie Allyn
Valerie L. Allyn, Successor Trustee

BUYER(S):

Sante Partners, LLC

By: [Signature]

Marvin E. Tatchio Credit Shelter Trust

DocuSigned by:
By: Valerie Allyn
Valerie L. Allyn, Successor Trustee

c/o Valerie L Allyn, Trustee, 275 SW Coast Ave
Depoe Bay, OR 97341