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The Captain Michael King Smith Educational Institute

**UNITED STATES BANKRUPTCY COURT**  
**FOR THE DISTRICT OF UTAH, CENTRAL DIVISION**

In re:  The Falls at McMinnville LLC,  Debtor.	Bankr. No. 18-25492  Chapter 11  Honorable Chief Judge R. Kimball Mosier
In re:  The Falls Event Center LLC,  Debtor.	Bankr. No. 18-25116  Chapter 11  Honorable Chief Judge R. Kimball Mosier

**SECOND DECLARATION OF JOHN RASMUSSEN**

I, John Rasmussen, declare as follows to the best of my information and belief:

1. I have previously submitted a declaration in this case, which pursuant to 28 U.S.C. § 1746, I declare is true and correct. As explained in my first declaration, I am currently the Interim Executive Director of the Evergreen Aviation and Space Museum and The Captain Michael King Smith Educational Institute (collectively, the “*Museum*”). Prior to my service as

Interim Executive Director, I was a Director on the Museum's Board of Directors for fifteen years and the President of the Board for three years. At all times discussed herein, I was either a Director, Director Emeritus, and/or Interim Executive Director for the Museum.

2. The "Museum Campus" consists of five buildings and surrounding land: the Space Building, the Aviation Building, the Theater Building, the Wings & Waves Waterpark (the "**Waterpark**"), and the Chapel (now renamed the Lodge). At the time Evergreen Vintage Aircraft ("**Vintage**") filed for bankruptcy in December 2014, the Museum operated all five buildings. Vintage owned two of the five buildings, specifically the Theater Building and the Aviation Building. Vintage leased those two buildings to the Museum on a rent-free basis.

3. In 2011, the Museum entered into a no-rent lease with the Michael King Smith Foundation ("**MKSF**") for the Waterpark, and the Waterpark opened that same year. Pursuant to the lease, the Museum operated the Waterpark and collected the revenues, which were then used to help fund the Museum's operations.

4. Vintage filed for bankruptcy in Oregon on December 11, 2014, in *In re Evergreen Vintage Aircraft, Inc.*, Case No. 14-36770. As part of the mediated global settlement in the Vintage bankruptcy in April 2015, Affordable Mid-Coast Housing ("**AMCH**") agreed to lease the Aviation Building and Theater Building to the Museum for \$25,000 a month for each building (totally of \$50,000/month) for 20 years. In connection with the settlement (which was approved by the Bankruptcy Court), the Museum was to receive "a 5 year no cost triple net lease on the Water Park." (See Exhibit 18, Global Settlement Term Sheet, at 5.) The right to operate the Waterpark was essential for the Museum to pay \$50,000 a month owed to AMCH.

5. In January of 2016, MKSF filed for bankruptcy in Oregon in *In Re The Michael King Smith Foundation*, Case No. 16-30233. MKS's assets included, among other things, the

Waterpark, the Space Building, and land around the Museum Campus. I understood that there were two interested buyers in the MKSF assets: AMCH and The Falls Event Center LLC (“*TFEC*”).

6. The Museum supported TFEC’s bid based on its understanding from discussions with TFEC representatives that TFEC or its assignee (which turned out to be The Falls at McMinnville LLC (“*TFM*”)) would enter into certain agreements that would better support the Museum’s operations. In connection with the sale of the MKSF assets to TFEC/TFM, the parties entered into a variety of agreements, including but not limited to:

- a. The Lease for the Space Building (*see* Declaration of Oren B. Haker (“Haker Decl.”) at Exhibit 14);
- b. The Financing Agreement (*see id.* at Exhibit 6);
- c. The Campus Use Agreement (*see id.* at Exhibit 15);
- d. The Bank Directive Agreement (*see id.* at Exhibit 9); and
- e. The Waterpark Transition Agreement (*see id.* at Exhibit 17).

7. During the negotiation on these agreements, TFEC (through Steve Down and others) represented to me that TFM would be the entity running the Waterpark. The agreements also support this conclusion. For example:

- a. The Waterpark Transition Agreement expressly states that “TFM, as a subsidiary of TFEC, will take over occupation, use and operation of the Waterpark.” (Ex. 17 at Recital C.)
- b. The Bank Directive Agreement defines the term “Collateral” as revenue “generated by the [sic] TFM’s operation of” the Waterpark and from special events. (Ex. 9 at ¶ 2.b.)

c. The Campus Use Agreement specifically states that TFM is the “Owner” of the Waterpark. (Ex. 15 at Recital A.)

8. In fact, MKSF assigned the Waterpark lease and related contracts directly to TFM, not to TFEC. (Exhibit 19, Assignment and Assumption of Lease and Contracts, attached hereto).

9. The representatives of TFEC/TFM never mentioned that TFEC would be the entity actually collecting revenues from the event and Waterpark operations. In fact, the only time I remember discussing the possibility of another entity collecting revenues from the operations in and around the Museum was when I was told Steve Down might create and use a separate entity to run and collect revenues from the hotel he planned to build. I believe this entity was to be called “Steve’s Hotel LLC.” It was the Museum’s understanding that the only two entities that would be collecting revenues from operations in and around the Museum Campus were (1) TFM, and (2) possibly, in the future, Steve’s Hotel LLC.

10. The Museum relied on the representations in its agreements and oral representations from Mr. Downs and others associated with TFEC or TFM in believing that (1) TFM and TFEC are separate entities, (2) TFM was the entity operating the Waterpark and collecting revenue from certain other events on the Campus, and (3) TFM would be the entity making the required payments under the Financing Agreement.

11. For example, under the Financing Agreement, TFEC expressly stated that (1) it had “assigned its rights under the [Asset Purchase Agreement in the MKSF case] to TFM and TFM accepted the Assignment”, and (2) that TMF would be the actual party responsible for the payments. (Ex. 6 to the Haker Decl. at Recital B & §§ 2-3.)

12. As another example, under the Financing Agreement, TFM granted the Museum a security interest in TFM's Waterpark and event revenues as collateral. In connection with that Agreement, the parties entered into a Bank Directive Agreement to establish the Museum's control over the collateral. (*See* Ex. 9, to the Haker Decl.). Under that Agreement, TMF represented (among other things) that:

a. "TFM would be obligated to make the donations to the Museum" pursuant to the Financing Agreement (*id.* at Recital A);

b. The "Collateral" securing those payments was comprised of the revenue that TFM generated in its operations of the Waterpark and the from its special events (*id.* ¶2.b.);

c. TMF would deposit all of the Collateral into a "Deposit Account" (*id.* ¶7);

d. The "Deposit Account" was an account owned by TMF (*id.* ¶2.d); and

e. TFM would "take all reasonable and necessary steps to timely facilitate the implementation and operation of" the Bank Directive Agreement and the Financing Agreement (*id.* ¶ 6).

13. In 2017, Steve Down represented to me that TFEC/TFM obtained the signature of U.S. Bank on the Bank Directive Agreement, as required. However, I later found out that this was not true.

14. As stated in my first declaration, the Museum hosted a number of revenue-generating events before the sale of the MKSF assets.

15. The Museum's records indicate that since January of 2017, TFM has hosted over 250 events at the Museum Campus, many of which are held in the Aviation Building, the Space Building, and the Theater Building.

16. TFM-hosted events include weddings, birthday parties, graduation parties, high school proms, business meetings, and professional organization meetings.

17. The Museum had also hosted these types of events before the sale of the MKSF assets. However, as part of the set of contracts with the Museum, including the Campus Use Agreement, the Financing Agreement, and the new lease on the Space Building, the Museum restructured its operations to focus on hosting events that had a closer tie to the Museum's mission.

18. The assumption was TFM would host these events in accordance and in compliance with the contracts and that the revenue derived from those events would (a) be collateral for TFM's monthly installment obligations, and (b) to help TFM grow its operations and eventually build a hotel on the property, thus raising exposure for the Museum and TFM by increasing customer traffic on campus.

19. However, in my opinion, TFM is failing to take advantage of, and missing, multiple business opportunities to host events at these buildings and other locations on the Museum Campus in any given month. I base this opinion on the following facts:

- a. TFM has not had an employee or representative answering its business phone line during normal business hours on a consistent basis;
- b. TFM business phone line does not include an automated attendant that directs potential customers to a TFM employee or representative;
- c. TFM's business phone line does not include a voicemail service that would allow potential customers to leave a message about booking an event; and

d. A number of potential customers have called the Museum either inquiring about TFM events because they cannot reach a live person or leave a voicemail on the TFM line and sometimes asking whether the Museum would host the events;

20. Since TFM filed for bankruptcy, it appears that TFM's event-hosting activity has substantially dropped. The Museum has continued to receive a number of calls from potential customers.

21. I have personally observed the inadequacy of TFM's business phone line because I have called the business line multiple times during business hours without having my call answered, and without the ability to leave a voicemail message, even before TFM filed for bankruptcy.

22. Museum staff members have received numerous phone calls from individuals who are seeking to book events with TFM. These individuals are calling the Museum because they are unable to contact TFM about booking events through its business phone line. According to Museum staff, I estimate that the Museum has received at least five of these calls each month since TFM began operations at the Museum Campus in early 2017. While there is no guarantee that every call would have resulted in an event, I believe the number of these calls that are being missed is significant.

23. I informed TFM representatives on several occasions, prior to the bankruptcies, about the problems involving its inadequate business phone line, the lack of a voicemail option, and the calls being placed with the Museum because the callers are unable to reach TFM/TFEC to book events. However, these problems are ongoing and persist to this day.

24. The Museum, on the other hand, is able to handle potential customer calls, has a voicemail line for such inquiries, and is able to host additional functions. And, based on my

statements below, I believe that the Museum is in a better position and can do a better job of hosting a number of these events with better planning, the necessary and adequate oversight and supervision of these events, and without disruption to the Museum operations or violation of Museum policies.

25. TFM's access to and use of the Aviation Building, the Theater Building, and the Space Building is pursuant to the Campus Use Agreement that was entered between the Museum and TFM with an effective date of August 19, 2016. TFM's obligations under the Campus Use Agreement include (among others):

- a. Not interfering with the Museum's operations and activities on the Museum Campus (Ex. 15, attached to Haker Decl., ¶ 2.3.1);
- b. Compliance with safety rules and standards established by the Museum, including adequate security at hosted events (*id.* ¶ 2.3.2); and
- c. Cleaning up the portions of the Aviation, Space, and Theater Buildings after hosted events. (*id.* ¶ 2.3.3).

26. These obligations are critically important to the Museum. These requirements are in place to ensure that the experience of Museum visitors who come to the Museum to see the artifacts is not diminished or adversely affected by TFM events, that adequate security exists to ensure that there are no injuries during these events; and that the Museum's aircraft and artifacts that are valued collectively at over \$10 million are not handled or damaged by TFM guests. Indeed, on this last point, the Aviation Building contains numerous Museum artifacts and displays, including the iconic and historic Spruce Goose aircraft, as well as aircraft and exhibits on loan from the Air Force Museum, the Smithsonian Institute, the Kansas Cosmosphere Museum, and private donors.

27. TFM has routinely been in violation of its obligations under the Campus Use Agreement. As mere examples:

a. At a TFM event hosted in the Space Building in May of 2018, a TFM representative directed a cleaning company that was hired by the Museum to stop cleaning for the duration of the event. The cleaning company left the Space Building before it was able to complete the work the Museum contracted it to do.

b. During a May 2018 TFM-hosted high school prom event at the Aviation Building, there was no TFM representative supervising the event during extended periods of time.

c. Although no TFM representative was at the May prom event, a Museum staff member was attending (to collect money to ride the flight simulator). This Museum staff member reported to me the lack of TFM supervision and security for portions of the prom event, including the problem that the high school guests were going into restricted areas.

d. In July of 2018, a group arrived early for a TFM-hosted wedding event at the Space Building while the Museum was open to the public. The group arrived during Museum hours on a Sunday and proceeded to play loud music and behave in a manner that interfered with the Museum's operations and visitors' experience. No TFM representative was immediately available to address this situation. Museum staff contacted me about this incident because requests to turn down the music were ignored by the guests. This incident occurred on my day off. I began driving to the Museum to address this incident directly. On my way to the Museum I received a phone call that a TFM representative had finally been located to address the incident.

e. There have been three occurrences in recent months where TFM representatives have not been available to accept deliveries and/or direct catering companies and other similar services prior to TFM-scheduled events. Two of these occurrences happened in June of 2018 and one happened in August of 2018. In each case, Museum staff and I spent considerable effort and time in locating a TFM representative to handle services related to these scheduled events on the Museum Campus. These occurrences amount to a distraction that prevents the Museum staff from its operation of the Museum.

f. There have been at least three occurrences - in July and August of 2018 - when TFM staff left open the large hangar doors to the Space Building during its events. I closed the doors in each instance, and I located and told the TFM representative to keep the doors closed. This is not an insignificant issue for the Museum because it is responsible for the utility costs in the Space Building. Leaving the doors of the Space Building open for any significant amount of time will increase the costs of utilities for the Museum because the Space Building is air-conditioned during summer months and because of its large square footage (130,000 sq. ft.). I reported each occurrence of the doors being left open at the weekly operation meeting with TMF, but the problems continue.

g. Multiple other problems have persisted, such as TFM's failure to clean-up the Space Building after a weekend gymnastics event earlier in 2018; its improper use of kitchen facilities and leaving food and dirty dishes after the event is over; and its failure to comply with Museum policy by barbecuing on the second level of the Space Building and allowing firearms into the Space Building as part of its events.

28. TFM's failure to abide by the terms of the Campus Use Agreement interfere with the operations of the Museum, and costs the Museum labor, time, and money. In addition to adversely affecting the Museum's operations, Museum staff, and the much-needed Museum volunteers, the problems also negatively affect the Museum's reputation.

29. Moreover, some TFM events require Museum employees and volunteers to move planes in the Space Building and Aviation Building, and to operate the projector in the Theater Building. TFM is required to reimburse the Museum for these labor expenses. In 2017 and early 2018, TFM failed to reimburse the Museum in a timely manner on numerous occasions for labor expenses the Museum incurred as the result of TFM scheduled events. TFM owes the Museum over \$2,200 for unreimbursed costs and labor expenses incurred by the Museum to date.

30. In my tenure as Interim Executive Director, I have received communications from TFM and/or TFEC creditors regarding outstanding bills. These creditors contacted the Museum because they were unable to reach TFM or TFEC. These creditors include pool chemical suppliers and maintenance services, both services which are critical to meeting state regulations for operating a swimming pool and keeping the Waterpark open.

31. The Waterpark was recently the subject of an Oregon Occupational Safety and Health Division (Oregon OSHA) complaint related to inoperable heaters and the risk of employee's suffering from hypothermia. (*See Exhibit 20, Complaint, attached hereto.*)

32. Although the Space Building lease is rent-free, the Space Building's substantial operational costs are paid by the Museum, and TMF receives a property taxes exemption on the property of approximately \$500,000 per year as a result of the Museum's occupancy of that Building. TFM is not responsible for the payment of any operational costs on the Space

Building even though TFM occupies a portion of the second floor and regularly-holds events in the building.

33. The Space Building operational costs averaged \$25,393 per month in 2017, or \$304,720 annually. In 2018, the average space building carrying costs were \$23,440 per month, or \$281,283 annually. This includes insurance, utilities, and repair and maintenance costs. These carrying cost figures do not take into account the substantial amount of property taxes due each year, which another tenant would presumably have to pay, if there was no longer a valid exemption on the property.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

DATED: March 8, 2019



John Rasmussen, Interim Executive Director  
Evergreen Aviation Museum and the  
Captain Michael King Smith Educational Institute

### CERTIFICATE OF SERVICE

I hereby certify that on this 8th day of March, 2019 I filed a true and correct copy of the foregoing Second Declaration of John Rasmussen with the United States Bankruptcy Court for the District of Utah by using the CM/ECF system. I further certify that the parties of record in this case, as identified below, are registered CM/ECF Users.

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DATED: March 8, 2019

/s/ Kevin P. McKenzie  
\_\_\_\_\_  
Kevin P. McKenzie, Practice Assistant

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Interim Executive Director, I was a Director on the Museum's Board of Directors for fifteen years and the President of the Board for three years. At all times discussed herein, I was either a Director, Director Emeritus, and/or Interim Executive Director for the Museum.

2. The "Museum Campus" consists of five buildings and surrounding land: the Space Building, the Aviation Building, the Theater Building, the Wings & Waves Waterpark (the "**Waterpark**"), and the Chapel (now renamed the Lodge). At the time Evergreen Vintage Aircraft ("**Vintage**") filed for bankruptcy in December 2014, the Museum operated all five buildings. Vintage owned two of the five buildings, specifically the Theater Building and the Aviation Building. Vintage leased those two buildings to the Museum on a rent-free basis.

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- a. The Lease for the Space Building (*see* Declaration of Oren B. Haker (“Haker Decl.”) at Exhibit 14);
- b. The Financing Agreement (*see id.* at Exhibit 6);
- c. The Campus Use Agreement (*see id.* at Exhibit 15);
- d. The Bank Directive Agreement (*see id.* at Exhibit 9); and
- e. The Waterpark Transition Agreement (*see id.* at Exhibit 17).

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8. In fact, MKSF assigned the Waterpark lease and related contracts directly to TFM, not to TFEC. (Exhibit 19, Assignment and Assumption of Lease and Contracts, attached hereto).

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- b. Compliance with safety rules and standards established by the Museum, including adequate security at hosted events (*id.* ¶ 2.3.2); and
- c. Cleaning up the portions of the Aviation, Space, and Theater Buildings after hosted events. (*id.* ¶ 2.3.3).

26. These obligations are critically important to the Museum. These requirements are in place to ensure that the experience of Museum visitors who come to the Museum to see the artifacts is not diminished or adversely affected by TFM events, that adequate security exists to ensure that there are no injuries during these events; and that the Museum's aircraft and artifacts that are valued collectively at over \$10 million are not handled or damaged by TFM guests. Indeed, on this last point, the Aviation Building contains numerous Museum artifacts and displays, including the iconic and historic Spruce Goose aircraft, as well as aircraft and exhibits on loan from the Air Force Museum, the Smithsonian Institute, the Kansas Cosmosphere Museum, and private donors.

27. TFM has routinely been in violation of its obligations under the Campus Use Agreement. As mere examples:

a. At a TFM event hosted in the Space Building in May of 2018, a TFM representative directed a cleaning company that was hired by the Museum to stop cleaning for the duration of the event. The cleaning company left the Space Building before it was able to complete the work the Museum contracted it to do.

b. During a May 2018 TFM-hosted high school prom event at the Aviation Building, there was no TFM representative supervising the event during extended periods of time.

c. Although no TFM representative was at the May prom event, a Museum staff member was attending (to collect money to ride the flight simulator). This Museum staff member reported to me the lack of TFM supervision and security for portions of the prom event, including the problem that the high school guests were going into restricted areas.

d. In July of 2018, a group arrived early for a TFM-hosted wedding event at the Space Building while the Museum was open to the public. The group arrived during Museum hours on a Sunday and proceeded to play loud music and behave in a manner that interfered with the Museum's operations and visitors' experience. No TFM representative was immediately available to address this situation. Museum staff contacted me about this incident because requests to turn down the music were ignored by the guests. This incident occurred on my day off. I began driving to the Museum to address this incident directly. On my way to the Museum I received a phone call that a TFM representative had finally been located to address the incident.

e. There have been three occurrences in recent months where TFM representatives have not been available to accept deliveries and/or direct catering companies and other similar services prior to TFM-scheduled events. Two of these occurrences happened in June of 2018 and one happened in August of 2018. In each case, Museum staff and I spent considerable effort and time in locating a TFM representative to handle services related to these scheduled events on the Museum Campus. These occurrences amount to a distraction that prevents the Museum staff from its operation of the Museum.

f. There have been at least three occurrences - in July and August of 2018 - when TFM staff left open the large hangar doors to the Space Building during its events. I closed the doors in each instance, and I located and told the TFM representative to keep the doors closed. This is not an insignificant issue for the Museum because it is responsible for the utility costs in the Space Building. Leaving the doors of the Space Building open for any significant amount of time will increase the costs of utilities for the Museum because the Space Building is air-conditioned during summer months and because of its large square footage (130,000 sq. ft.). I reported each occurrence of the doors being left open at the weekly operation meeting with TMF, but the problems continue.

g. Multiple other problems have persisted, such as TFM's failure to clean-up the Space Building after a weekend gymnastics event earlier in 2018; its improper use of kitchen facilities and leaving food and dirty dishes after the event is over; and its failure to comply with Museum policy by barbecuing on the second level of the Space Building and allowing firearms into the Space Building as part of its events.

28. TFM's failure to abide by the terms of the Campus Use Agreement interfere with the operations of the Museum, and costs the Museum labor, time, and money. In addition to adversely affecting the Museum's operations, Museum staff, and the much-needed Museum volunteers, the problems also negatively affect the Museum's reputation.

29. Moreover, some TFM events require Museum employees and volunteers to move planes in the Space Building and Aviation Building, and to operate the projector in the Theater Building. TFM is required to reimburse the Museum for these labor expenses. In 2017 and early 2018, TFM failed to reimburse the Museum in a timely manner on numerous occasions for labor expenses the Museum incurred as the result of TFM scheduled events. TFM owes the Museum over \$2,200 for unreimbursed costs and labor expenses incurred by the Museum to date.

30. In my tenure as Interim Executive Director, I have received communications from TFM and/or TFEC creditors regarding outstanding bills. These creditors contacted the Museum because they were unable to reach TFM or TFEC. These creditors include pool chemical suppliers and maintenance services, both services which are critical to meeting state regulations for operating a swimming pool and keeping the Waterpark open.

31. The Waterpark was recently the subject of an Oregon Occupational Safety and Health Division (Oregon OSHA) complaint related to inoperable heaters and the risk of employee's suffering from hypothermia. (*See Exhibit 20, Complaint, attached hereto.*)

32. Although the Space Building lease is rent-free, the Space Building's substantial operational costs are paid by the Museum, and TMF receives a property taxes exemption on the property of approximately \$500,000 per year as a result of the Museum's occupancy of that Building. TFM is not responsible for the payment of any operational costs on the Space

Building even though TFM occupies a portion of the second floor and regularly-holds events in the building.

33. The Space Building operational costs averaged \$25,393 per month in 2017, or \$304,720 annually. In 2018, the average space building carrying costs were \$23,440 per month, or \$281,283 annually. This includes insurance, utilities, and repair and maintenance costs. These carrying cost figures do not take into account the substantial amount of property taxes due each year, which another tenant would presumably have to pay, if there was no longer a valid exemption on the property.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

DATED: March 8, 2019



John Rasmussen, Interim Executive Director  
Evergreen Aviation Museum and the  
Captain Michael King Smith Educational Institute

### CERTIFICATE OF SERVICE

I hereby certify that on this 8th day of March, 2019 I filed a true and correct copy of the foregoing Second Declaration of John Rasmussen with the United States Bankruptcy Court for the District of Utah by using the CM/ECF system. I further certify that the parties of record in this case, as identified below, are registered CM/ECF Users.

- Megan K Baker baker.megan@dorsey.com, long.candy@dorsey.com
- Marlon L. Bates marlon@scalleyreading.net, jackie@scalleyreading.net
- Darwin H. Bingham dbingham@scalleyreading.net, cat@scalleyreading.net
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- Michael F. Thomson thomson.michael@dorsey.com, montoya.michelle@dorsey.com;  
ventrello.ashley@dorsey.com
- United States Trustee USTPRegion19.SK.ECF@usdoj.gov
- Brent D. Wride bwride@rqn.com, docket@rqn.com; pbrown@rqn.com

DATED: March 8, 2019

/s/ Kevin P. McKenzie  
\_\_\_\_\_  
Kevin P. McKenzie, Practice Assistant

# GLOBAL SETTLEMENT AGREEMENT – TERM SHEET

This term sheet (the "Term Sheet"), dated as of April 22, 2015, describes the principal terms of a proposed global settlement (any final and fully executed settlement agreement between the Parties, a "Settlement Agreement") of certain claims among the parties signatory hereto (collectively, the "Parties"). This Term Sheet remains subject to final documentation to be agreed upon by the Parties. For the avoidance of doubt, all exhibits and schedules hereto are incorporated into this Term Sheet by reference.

<u>Parties:</u>	Evergreen Vintage Aircraft, Inc. (" <u>Vintage</u> ") <sup>1</sup> Evergreen Holdings, Inc. (" <u>Holdings</u> ") Ventures Acquisition Company, LLC (" <u>VAC</u> ") Ventures Holdings, Inc. (" <u>Ventures</u> ") The Michael King Smith Foundation (" <u>MKS</u> ") The Estate of Delford M. Smith (" <u>DMS Estate</u> ") The Delford M. Smith Revocable Trust (" <u>DMS Trust</u> ") Evergreen Aviation and Space Museum and The Captain Michael King Smith Education Institute (" <u>Museum</u> ") Umpqua Bank (" <u>Umpqua</u> ") Alfred T. Giuliano, as Chapter 7 Trustee <sup>2</sup> (" <u>Bankruptcy Trustee</u> ") Andrew Martin (" <u>Martin</u> ") CF & Associates (" <u>CFA</u> ") Skadden, Arps, Slate, Meagher & Flom LLP (" <u>Skadden</u> ")
<u>Structure</u>	In the Vintage bankruptcy, under Bankruptcy Rule 9019 Vintage will seek approval of a settlement containing the terms herein along with approval of a corresponding Section 363 sale as described herein. In the event the Court enters a final nonappealable Order approving the Section 363 sale (the " <u>Order</u> "), after having already approved the settlement, the following actions will occur:
<u>Vintage Asset Sale:</u>	Upon entry of the Order, through a court-approved Section 363 sale, Vintage will sell, transfer, or otherwise convey substantially all of its assets, including twenty-four (24) Vintage aircraft identified on <u>Schedule 1</u> hereto (the " <u>Initial Vintage Aircraft</u> ") and potentially one other Vintage aircraft identified on <u>Schedule 2</u> hereto (the " <u>Additional Vintage Aircraft</u> ") and, together with the Aviation Building, the Theater

<sup>1</sup> Vintage, Holdings, VAC, Ventures, MKS, the DMS Estate, the DMS Trust, the Museum, and Skadden shall collectively be referred to as the "DMS Parties").

<sup>2</sup> The Bankruptcy Trustee was appointed as the chapter 7 trustee by the United States Bankruptcy Court, District of Delaware, for the following debtors: Evergreen International Aviation, Inc. ("EIA"); Evergreen Aviation Ground Logistics Enterprise, Inc.; Evergreen Defense & Security Services, Inc.; Evergreen International Airlines, Inc.; Evergreen Systems Logistics, Inc.; Evergreen Trade, Inc.; and Supertanker Services, Inc. (collectively, the "Chapter 7 Debtors").

	<p>Building ("Vintage Buildings"), Vintage land, Vintage property plant and equipment, and any other Vintage artifacts, plus a permanent access to the Museum site where the current and old entrance and driveway are located to the buyers for a total purchase price of \$22,000,000.00 (the "Purchase Price"). A copy of the sale term sheet is attached hereto as <u>Exhibit A</u>. In addition, for the avoidance of doubt, MKS will provide an easement over any of its lands to the extent necessary and appropriate.</p> <p>The terms and conditions of any such transaction (the "<u>Sale Transaction</u>") shall be subject to final documentation between Vintage, CFA (including its affiliates), and the Museum, which shall be based on the term sheet attached hereto as <u>Exhibit A</u>. However, such final documentation shall contain the following terms:</p> <ol style="list-style-type: none"> <li>1. CFA, through its affiliates as set forth on <u>Exhibit A</u>, shall retain ownership of 8 aircraft of its choice from the Initial Vintage Aircraft and may sell, keep or donate such aircraft at its sole discretion. These eight aircraft may be on loan to the Museum at no cost until they are removed by the owner. The remaining 16 Initial Vintage Aircraft, and potentially the Additional Vintage Aircraft, shall be purchased and retained by the Museum.</li> <li>2. The Museum shall enter into a lease agreement whereby the buyer shall lease the Vintage Buildings to the Museum for a term of 20 years following the consummation of the Sale Transaction, in exchange for a total annual lease payment of \$600,000.00 (\$25,000 per building per month). The Museum will pay all taxes, insurance and all maintenance costs. The Museum shall maintain all facilities at the current level of repair. The parties will agree upon a reasonable maintenance program. At any time the buyer may donate the Vintage Buildings to the Museum as a charitable contribution and thereby terminate the lease, provided the Museum is still a financially viable operation. If the Museum is in default of its rent payments it shall provide the buyer with a lien on the Spruce Goose. Additionally the buyer has a right of first refusal to purchase the Spruce Goose and the Museum has right of first refusal to purchase the Aviation Building and Theater Building. The Museum agrees it will not use the Spruce Goose as collateral for a loan.</li> </ol>
<p><u>Distribution of Sale Transaction Proceeds:</u></p>	<p>Upon entry of the Order, the Purchase Price shall be distributed subject to the priority scheme set forth in title 11 of the United States Code (the "<u>Bankruptcy Code</u>"), except as set forth below.</p>

	<ol style="list-style-type: none"> <li>1. First, administrative expense claims, priority tax claims, professional fee claims, and non-tax priority claims shall be satisfied in full from the Purchase Price as soon as reasonably practicable after entry of the Order, in an amount not to exceed \$1,500,000.00, with the exception that if Vintage receives a tax refund or pays less than \$475,000 for pre-petition property taxes for Tax Lot 601, Umpqua shall receive 50% of the tax refund or the amount paid below \$475,000 (the "Umpqua Tax Fund Payment"). The \$1,500,000 shall include any potential payments to World Fuel with respect to their liens and/or claims on the Dehavilland DH4M.</li> <li>2. Second, as soon as reasonable practicable after entry of the Order, but in no event later than five (5) days, Umpqua shall receive cash consideration in a total sum of at least \$20,500,000.00 (the "<u>Fixed Umpqua Payment</u>"), potentially the Umpqua Tax Fund Payment, and potentially an additional \$500,000 (the "<u>Contingent Umpqua Payment</u>"). Umpqua shall receive the Contingent Umpqua Payment if Vintage is able, using diligent efforts, to avoid certain liens and claims of World Fuel upon the Dehavilland DH4M as preferential or as fraudulent transfers. Umpqua shall receive the Fixed Umpqua Payment, the Umpqua Tax Fund Payment, and the Contingent Umpqua Payment, along with other consideration identified herein, in consideration for its bankruptcy claim against Vintage and such other releases and waivers as are set forth herein. If the Purchase Price is increased for any reason, including overbidding from the Section 363 sale, Umpqua shall receive the same percentage of the increased Purchase Price as it is receiving of the current Purchase Price from the Fixed Umpqua Payment, potential Umpqua Tax Fund Payment, and potential Contingent Umpqua Payment combined, but in no event will Umpqua receive less than the Fixed Umpqua Payment, potential Umpqua Tax Fund Payment and potential Contingent Umpqua Payment.</li> </ol>
<u>Treatment of Bankruptcy Trustee Claims:</u>	Upon entry of the Order, in full and final satisfaction of any and all claims of the Chapter 7 Debtors and their estates, Holdings will transfer to EIA certain real property (tax lot number R4426-00102) (the " <u>Holdings Land</u> "), as set forth in that certain Settlement Agreement among Holdings, Martin, the Bankruptcy Trustee and others, a copy of which is attached hereto as <u>Exhibit B</u> (the " <u>Martin Agreement</u> ").
<u>Treatment of Martin Claims:</u>	Upon entry of the Order, in full and final satisfaction of any and all claims of Martin, Martin shall receive certain consideration as set forth in the Martin Agreement.

<p><u>The Skadden Claims</u></p>	<p>Upon entry of the Order, the parties hereto will be deemed to have agreed and acknowledged that:</p> <p>(i) Skadden has a valid, fully perfected, unavoidable claim against the DMS Estate and is seeking \$6,587,622.00 against the DMS Estate (the "<u>Skadden Pre-Probate Claim</u>") in the DMS Estate probate action (the "Probate Action").<sup>3</sup></p> <p>(ii) The Skadden Pre-Probate Claim is secured by validly perfected and nonavoidable liens upon certain real property pursuant to those Deeds of Trust attached hereto as <u>Schedule 4</u>, and will be paid in order of priority from the sales of certain real property by the DMS Estate and the DMS Trust as identified in the proposed order filed in the Probate Action on March 18, 2015.</p> <p>(iii) Skadden is entitled to be paid additional appropriate amounts as an administrative creditor of the DMS Estate, until the Estate is settled and fully administered (the "Skadden Probate Claim", and together with the "Skadden Pre-Probate Claim", the "Skadden Claim").</p> <p>(iii) Umpqua withdraws its current objection in the Probate Action and its challenge to the Skadden Pre-Probate Claim.</p> <p>(iv) As part of the Settlement, Vintage will seek an order in Bankruptcy court that the Umpqua liens on the probate and non-probate assets in the Probate Action are fixed in priority vis-à-vis Skadden's liens such that regardless of any court determinations, for amounts up to the Skadden Pre-Probate Claim Skadden shall maintain its priority that currently exists (i.e, if Skadden liens are later invalidated, there is no change in Umpqua recovery in the Probate Action and all funds that would otherwise go to Umpqua shall instead be paid to Skadden until Skadden has received the Skadden Pre-Probate Claim and if the Skadden liens are upheld, then upon satisfaction and indefeasible payment in full of the Skadden Pre-Probate Claim, the Parties agree that Umpqua's lien on the Del Smith Residences (defined below) is superior to Skadden's liens, if any, on the Del Smith Residences). Upon entry of the Order, the Parties agree that (a) Umpqua has a valid, fully perfected, unavoidable claim against Vintage, the DMS Estate, the DMS Trust, VAC and Ventures; (b) this Term Sheet has no effect on Umpqua's lien position on Probate and non-Probate assets of the DMS Estate, the DMS Trust, VAC and Ventures not identified in the proposed order filed in the Probate Action on March 18, 2015, including but not limited to the Del Smith residences (portions of Tax</p>
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<sup>3</sup> The amount of Skadden's claim is greater than the amount it is seeking.

	<p>Lot R4301-00100 in Yamhill County including 22111 Riverwood Road, Dundee, OR (Residence and 26 acres) and 22800 Fulquartz Landing Road, Dundee, OR (Residence and 20 acres) (collectively, the "Del Smith Residences"); and (c) that this Term Sheet has no effect on the debt obligations that those liens secure as identified in the following: Proof of Claim filed in the Vintage bankruptcy proceeding; General Judgment by Confession against VAC entered on October 29, 2014 in Yamhill County Circuit Court No. 14CV16343; General Judgment by Confession against the DMS Trust et al. entered on October 29, 2014 in Yamhill County Circuit Court No. 14CV16343; and Claim Against Estate dated March 10, 2015 in the Probate Action Circuit Court for the County of Yamhill Court No. 14PB02636 to the extent not satisfied.</p> <p>Subject to the foregoing, and upon entry of the Order providing for the relief requested, Skadden shall waive any claims it may have against Vintage.</p>
<u>Treatment of MKS Claims:</u>	<p>Upon entry of the Order, MKS will give Museum a 5 years no cost triple net lease on the Water Park. For the avoidance of doubt, the Museum shall remain responsible for payment of all taxes, insurance, utilities, and maintenance costs and obligations in connection with the Water Park. MKS will also give the Museum a right of first refusal on the land it owns. MKS will waive any and all of its claims against Vintage.</p>
<u>Subordination of DMS Claims Against Vintage:</u>	<p>Upon entry of the Order, subject to Umpqua and Skadden satisfying all their obligations hereunder, the DMS Estate shall (a) subordinate payment of any and all claims it has (the "<u>DMS Claims</u>") to Umpqua and all other creditors of Vintage, <u>except</u> that the DMS Claims shall not be subordinated to any claims asserted by World Fuel, and (b) expressly confirm herein that this Term Sheet will have no effect upon Umpqua's lien position in the sale of Del Smith Residences and that Umpqua will maintain its lien priority and security interests in all probate and non-probate assets of the DMS Estate and the DMS Trust with the sole exception of the Skadden Pre-Probate Claim.</p>
<u>Releases:</u>	<p>Upon entry of the Order, with the exception of Umpqua, each party hereto, on behalf of itself, in all capacities, and its past or present affiliates, subsidiaries, parents, successors and predecessors, officers, directors, agents, employees, attorneys, advisors, insurers, investment advisors, auditors, accountants, representatives, trustees, executors, and any person, firm, trust, corporation, officer, director, or other individual or entity in which any of them has a controlling interest or which is related to or affiliated with any of the foregoing persons and entities,</p>

and the legal representatives, heirs, successors in interest, and assigns of each of the foregoing persons and entities, absolutely, unconditionally, and irrevocably releases and forever discharges each of the Released Parties (as defined below) of and from the Released Claims (as defined below) that such Party directly, indirectly, or in any other capacity, ever had, now has, or hereafter may have, except as otherwise specifically set forth herein from the beginning of time to the date hereof. Each Party understands and agrees that the releases given pursuant to a final Settlement Agreement shall include any Released Claims that are not known or suspected to exist as of the date thereof and that no fact or circumstance, evidence, or transaction which now could be asserted or which may hereafter be discovered shall affect in any way the final, irrevocable, and unconditional nature of the releases set forth in the final Settlement Agreement. The final Settlement Agreement may be pleaded by any of the Released Parties as a full and complete defense to any proceeding instituted with respect to any Released Claims and may be used as a basis for an injunction against any action, suit, or any proceeding instituted, prosecuted, or attempted with respect to any Released Claims in breach of the provisions of the Settlement Agreement. Notwithstanding the foregoing, Skadden shall not release or waive any of its claims against the DMS Estate, the DMS Trust, Holdings, VAC and Ventures.

Released Parties shall mean the parties listed on Schedule 4 hereto, in all capacities, and each of their respective past or present affiliates, subsidiaries, parents, successors and predecessors, officers, directors, agents, employees, attorneys, advisors, insurers, investment advisors, auditors, accountants, representatives, trustees, executors, and any person, firm, trust, corporation, officer, director, or other individual or entity in which any of them has a controlling interest or which is related to or affiliated with any of the foregoing persons and entities, and the legal representatives, heirs, successors in interest, and assigns of each of the foregoing persons and entities.

Released Claims shall mean any and all demands, defaults, actions, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages, and any and all claims, defenses, rights of setoff or recoupment, liabilities, liens, security interests, interests, or rights of any nature whatsoever (including, without limitation, any and all claims for losses, damages (including consequential damages), unjust enrichment, breach of fiduciary duty, breach of contract, attorneys' fees, disgorgement of fees, litigation costs, injunction, declaration, contribution, indemnification or any other type or nature of legal or equitable relief), whether accrued or not, whether already acquired or acquired in the future, whether known or unknown, in law or equity, brought by way of demand, complaint,

answer, defense, cross-claim, claim, third-party claim, or otherwise, arising from, related to, or concerning any contract, connection, or interaction among any of the Parties hereto.

Also upon entry of the Order, Umpqua and each entity or person identified in Schedule 4, on behalf of itself or themselves, in all capacities, and its past or present affiliates, subsidiaries, parents, successors and predecessors, officers, directors, agents, employees, attorneys, advisors, insurers, investment advisors, auditors, accountants, representatives, trustees, executors, and any person, firm, trust, corporation, officer, director, or other individual or entity in which any of them has a controlling interest or which is related to or affiliated with any of the foregoing persons and entities, and the legal representatives, heirs, successors in interest, and assigns of each of the foregoing persons and entities, absolutely, unconditionally, and irrevocably releases and forever discharges each of the Umpqua Released Parties (as defined below) of and from the Umpqua Released Claims (as defined below) that such Party directly, indirectly, or in any other capacity, ever had, now has, or hereafter may have, relating to or arising from Loan nos. 68698484, 68904315, 68698965, 68799801, 68751385, 68760914, and 68830674 except as specifically set forth herein, from the beginning of time to the date hereof. Each Party understands and agrees that the releases given pursuant to a final Settlement Agreement shall include any Umpqua Released Claims that are not known or suspected to exist as of the date thereof and that no fact or circumstance, evidence, or transaction which now could be asserted or which may hereafter be discovered shall affect in any way the final, irrevocable, and unconditional nature of the releases set forth in the final Settlement Agreement. The final Settlement Agreement may be pleaded by any of the Umpqua Released Parties as a full and complete defense to any proceeding instituted with respect to any Umpqua Released Claims and may be used as a basis for an injunction against any action, suit, or any proceeding instituted, prosecuted, or attempted with respect to any Umpqua Released Claims in breach of the provisions of the Settlement Agreement. Notwithstanding the foregoing, for the avoidance of doubt the Parties confirm that Umpqua shall not release or waive any of its claims or liens against the DMS Estate, the DMS Trust, VAC and Ventures and that this Term Sheet shall not have any effect on the debt obligations that those liens secure as identified in the following: General Judgment by Confession against VAC entered on October 29, 2014 in Yamhill County Circuit Court No. 14CV16343; General Judgment by Confession against the DMS Trust et al. entered on October 29, 2014 in Yamhill County Circuit Court No. 14CV16343; and Claim Against Estate dated March 10, 2015 in the Probate Action Circuit Court for the County of Yamhill Court No. 14PB02636 to the extent not satisfied.

Umpqua Released Parties shall mean the parties listed on Schedule 4 hereto, in all capacities, and each of their respective past or present affiliates, subsidiaries, parents, successors and predecessors, officers, directors, agents, employees, attorneys, advisors, insurers, investment advisors, auditors, accountants, representatives, trustees, executors, and

	<p>any person, firm, trust, corporation, officer, director, or other individual or entity in which any of them has a controlling interest or which is related to or affiliated with any of the foregoing persons and entities, and the legal representatives, heirs, successors in interest, and assigns of each of the foregoing persons and entities.</p> <p><u>Umpqua Released Claims</u> shall mean any and all demands, defaults, actions, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages, and any and all claims, defenses, rights of setoff or recoupment, liabilities, liens, security interests, interests, or rights of any nature whatsoever (including, without limitation, any and all claims for losses, damages (including consequential damages), unjust enrichment, breach of fiduciary duty, breach of contract, attorneys' fees, disgorgement of fees, litigation costs, injunction, declaration, contribution, indemnification or any other type or nature of legal or equitable relief), whether accrued or not, whether already acquired or acquired in the future, whether known or unknown, in law or equity, brought by way of demand, complaint, answer, defense, cross-claim, claim, third-party claim, or otherwise, relating to or arising from Loan nos. 68698484, 68904315, 68698965, 68799801, 68751385, 68760914, and 68830674; with the express exception that, for the avoidance of doubt the Parties confirm that Umpqua shall not release or waive any of its claims or liens against the DMS Estate, the DMS Trust, VAC and Ventures and that this Term Sheet shall not have any effect on the debt obligations that those liens secure as identified in the following: General Judgment by Confession against VAC entered on October 29, 2014 in Yamhill County Circuit Court No. 14CV16343; General Judgment by Confession against the DMS Trust et al. entered on October 29, 2014 in Yamhill County Circuit Court No. 14CV16343; and Claim Against Estate dated March 10, 2015 in the Probate Action Circuit Court for the County of Yamhill Court No. 14PB02636 to the extent not satisfied.</p>
<p><u>Waiver under California Civil Code § 1542:</u></p>	<p>Upon entry of the Order, within the scope of each Party's releases under the Settlement Agreement, such releases constitute waivers by such Party of any and all rights under section 1542 of the Civil Code of California (or any similar, comparable, or equivalent law of any state or territory of the United States, or principle of common law), which provides as follows:</p> <p>A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST</p>

	HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.
<u>Dismissal and/or Withdrawal of Objections, Actions, and Proceedings; Affirmative Actions by Umpqua:</u>	<p>Upon entry of the Order, with the exception of Umpqua, each Party hereto shall immediately dismiss or withdraw with prejudice any and all actions or proceedings (including contested matters, motions, objections, or other pleadings) commenced by such Party against each other. Each Party shall otherwise take any and all such action as may be reasonably requested to effect the releases provided by the Settlement Agreement, including, but not limited to, releasing any liens upon real or personal property owned by any Released Party hereto except as specifically provided herein or in the attachments hereto.</p> <p>Without in any way limiting the foregoing, Umpqua shall take the following actions:</p> <ul style="list-style-type: none"> <li>• Upon entry of the Order, (a) Umpqua shall immediately withdraw any and all objections to the motion to approve the proposed sale of certain real property pursuant to that certain Purchase and Sale Agreement attached hereto as <u>Exhibit C</u>, pending in the probate court of Yamhill County, Oregon, and shall affirmatively support the relief sought therein; (b) in connection with this sale, Umpqua shall maintain its lien priority with the exception of the Skadden Pre-probate Claim; (c) Umpqua's liens and interests upon the real property identified in <u>Exhibit C</u> hereto, regardless of the identity of the owner of such property, shall be transferred to the proceeds from the sale maintaining Umpqua's lien priority with the exception of the Skadden Pre-probate Claim and simultaneously Umpqua's liens and interest upon the real property identified in Schedule 3 hereto, regardless of the identity of the owner of such property, shall be released; (d) Umpqua affirmatively agrees to distribution of the proceeds of such proposed sale pursuant to any order entered by the Circuit Court of the State of Oregon for the County of Yamhill, Probate Department, subject to compliance with applicable law and additional applicable terms specified in this Term Sheet; and (e) Umpqua shall not object to any future proposed sales of real or personal property belonging to the DMS Estate or the DMS Trust, provided that proceeds from such sales are distributed pursuant to applicable law, the sale is for fair market value, and with the express agreement that nothing in this Term Sheet has any effect on Umpqua's lien position in the sale of the Del Smith Residences, subject to subsection (iv) of the "Skadden Claims" section above.</li> <li>• Upon entry of the Order, Umpqua shall maintain any and all other claims and liens it has or may have against the DMS Estate and the</li> </ul>

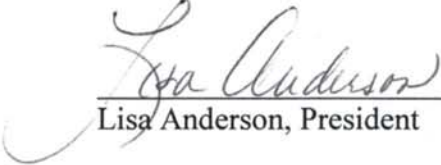
	<p>DMS Trust, including, but not limited to, any guaranty claims.</p> <ul style="list-style-type: none"> <li>• Upon execution of this Term Sheet, Umpqua's motion for relief from the stay in the Vintage bankruptcy shall be continued to the first half of June 2015.</li> </ul>
<u>Specific Performance:</u>	<p>Upon entry of the Order, the Parties agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy, would occur in the event any provision of the Settlement Agreement was not performed in accordance with the terms thereof and the Parties accordingly agree that, in addition to any other remedy at law or in equity, the Parties shall each be entitled to seek an injunction, specific performance or other equitable relief in connection with preventing breaches or enforcing the terms of the Settlement Agreement.</p>
<u>Dispute Resolution</u>	<p>The parties agree that any disputes regarding the enforcement or interpretation of this Term Sheet shall be resolved in binding arbitration by the mediator, The Honorable Elizabeth L. Perris, in the Bankruptcy Court, which will have ongoing jurisdiction and that the prevailing party in any such action is entitled to recover its costs and reasonable attorneys' fees.</p>
<u>Assistance</u>	<p>Upon the entry of the Order, Ventures will assist in the sale of Tax Lot No. R4426-00600 including the land and the Eagle Building, and the Bankruptcy Trustee will acknowledge an acceptable easement arrangement.</p> <p>Upon entry of the Order, VAC will assist in the sale of the August Westland AW 139 Helicopter N140EV.</p>
<u>Conditions Precedent</u>	<ol style="list-style-type: none"> <li>1. CFA providing proof of funds within 10 days upon the signing this Term Sheet is a condition precedent.</li> <li>2. Ventures not declaring bankruptcy is a condition precedent.</li> <li>3. VAC not declaring bankruptcy is a condition precedent.</li> <li>4. Umpqua will continue to honor its contractual obligation to support the sale of certain vintage aircraft to Erickson Aviation, LLC, but it will not contest the Order.</li> </ol>

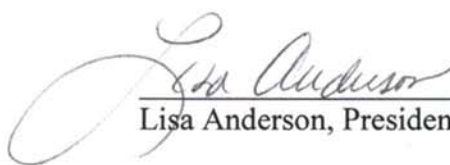
*Remainder of page intentionally blank*

Accepted and agreed to as of the date first written above (facsimile or scanned signatures being valid as if an original) by the following:

**Evergreen Vintage Aircraft, Inc.**

**Evergreen Holdings, Inc.**

  
\_\_\_\_\_  
Lisa Anderson, President

  
\_\_\_\_\_  
Lisa Anderson, President

**The Estate of Delford M. Smith**

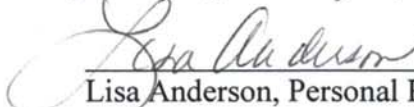
**The Michael King Smith Foundation**

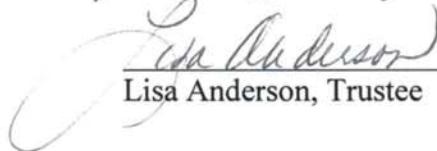
\_\_\_\_\_  
Jay Goffman, Personal Representative

\_\_\_\_\_  
Jay Goffman, Trustee

  
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James Ray, Personal Representative

  
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James Ray, Trustee

  
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Lisa Anderson, Personal Representative

  
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Lisa Anderson, Trustee

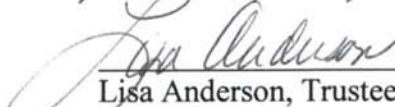
**Delford M. Smith Revocable Trust**

**Ventures Acquisition Company, LLC**

\_\_\_\_\_  
Jay Goffman, Trustee

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\_\_\_\_\_  
James Ray, Trustee

  
\_\_\_\_\_  
Lisa Anderson, Trustee

**Ventures Holdings, Inc.**

**Evergreen Aviation and Space Museum and  
Captain Michael King Smith Education  
Institute**

  
\_\_\_\_\_

\_\_\_\_\_

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Lisa Anderson, President

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Lisa Anderson, President

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Jay Goffman, Trustee

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James Ray, Trustee

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Lisa Anderson, Trustee

**Ventures Acquisition Company, LLC**

  
\_\_\_\_\_  
Lisa Anderson

**Evergreen Aviation and Space Museum and  
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Institute**

Signature Page to Global Settlement Term Sheet

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Lisa Anderson, President

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Captain Michael King Smith Education  
Institute**

\_\_\_\_\_  


Signature Page to Global Settlement Term Sheet

Umpqua Bank

Skadden, Arps, Slate, Meagher & Flom LLP



*VP SPECIAL ASSETS OFFICER*

Alfred T. Giuliano, as Chapter 7 Trustee  
for:

Evergreen International Aviation, Inc.;  
Evergreen Aviation Ground Logistics  
Enterprise, Inc.;  
Evergreen Defense & Security Services,  
Inc.;  
Evergreen International Airlines, Inc.;  
Evergreen Systems Logistics, Inc.;  
Evergreen Trade, Inc.;  
Supertanker Services, Inc.

Andrew Martin

CFA

**Umpqua Bank**

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**Skadden, Arps, Slate, Meagher & Flom LLP**

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**Alfred T. Giuliano, as Chapter 7 Trustee  
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**Andrew Martin**

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**CFA**

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Umpqua Bank

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Evergreen Trade, Inc.;  
Supertanker Services, Inc.

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Andrew Martin

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CFA



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ASSIGNMENT AND ASSUMPTION OF LEASES AND CONTRACTS

THIS ASSIGNMENT AND ASSUMPTION OF LEASES AND CONTRACTS (the "Assignment"), is made by and between KENNETH S. EILER, CHAPTER 11 TRUSTEE OF THE MICHAEL KING SMITH FOUNDATION in United States Bankruptcy Court for the District of Oregon Case No. 16-30233-rld11-(*"Assignor"*), and THE FALLS AT MCMINNVILLE, LLC, an Oregon limited liability company (*"Assignee"*).

WITNESSETH:

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement dated as of June 22, 2016 (*"Sale Agreement"*), for the purchase and sale of certain real and personal property located in McMinnville, Oregon, as more particularly described therein (the *"Property"*); and

WHEREAS, the Sale Agreement provides that Assignor shall assign to Assignee and Assignee shall assume from Assignor the leases and contracts pertaining to the Property.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. **Assignment of Leases and Contracts.** Assignor hereby assigns, sets over and transfers to Assignee all of its right, title and interest, if any, in, to and under such of the leases and contracts as are set forth on Exhibit A attached hereto and made a part hereof.
2. **Assumption.** Assignee hereby assumes all liabilities and obligations of Assignor under such of the leases and the contracts as are set forth on Exhibit A, to the extent accruing from and after the date hereof.
3. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement. Signatures transmitted by facsimile or email shall be legally binding.
4. **Capitalized Terms.** Any capitalized terms not otherwise defined herein shall have the same meaning in this Assignment as defined in the Sale Agreement.
5. **Miscellaneous.** This Assignment and the obligations of the parties hereunder shall survive the closing of the transaction referred to in the Sale Agreement, shall be binding upon and inure to the benefit of the parties hereto, their respective legal representatives, successors and assigns, shall be governed by and construed in accordance with the laws of the State of Oregon and may not be modified or amended in any manner other than by a written agreement signed by the party to be charged therewith.

{00575286;1}

Dated this 18 day of August, 2016.

By: 

Kenneth S. Eiler, Chapter 11 Trustee of THE MICHAEL  
KING SMITH FOUNDATION in United States Bankruptcy  
Court for the District of Oregon Case No. 16-30233-  
rld11

{00575286;1}

EXHIBIT A TO ASSIGNMENT

Leases and Contracts

1. Lease between THE MICHAEL KING SMITH FOUNDATION UTA dated November 15, 2006 and as thereafter amended, a trust governed by the laws of the State of Oregon ("MKSF") and EVERGREEN AVIATION AND SPACE MUSEUM AND THE CAPTAIN MICHAEL KING SMITH EDUCATIONAL INSTITUTE (the "Museum"), dated as of June 1, 2011, as amended by that certain First Amendment to Lease, effective as of August 23, 2012 and as amended by that certain Second Amendment to Lease, effective as of June 30, 2013, as amended by that certain letter agreement dated as of December 29, 2015, and as amended by that certain Amendment to Lease dated as of March \_\_, 2016 (collectively, the "Lease"), with respect to the Premises identified therein.
2. Lease dated June 1, 2008 between MKSF and the Museum regarding the Water Park, as amended.
3. Lease dated June 1, 2008 between MKSF and the Museum regarding the Space Museum, as amended from time to time.
4. The agreement between MKSF and Creekside Valley Farms for management of the agricultural land included in the purchased assets.
5. Except as otherwise agreed between Buyer and the Museum with respect to the water park, MKSF's obligation to provide the Museum with certain no-cost, triple-net leases, as specifically set forth in the bankruptcy case filed by Evergreen Vintage Aircraft, Inc. in United States Bankruptcy Court for the District of Oregon Case No. 14-36770-rld11 and referenced in the Global Settlement Term Sheet filed as Docket No. 74 in said case except as otherwise agreed between Museum and Buyer.

{00575286;1}



# Oregon

Kate Brown, Governor

February 05, 2019

## Department of Consumer and Business Services

Oregon Occupational Safety & Health Division (OR-OSHA)

350 Winter St. NE, Room 430

PO Box 14480, Salem, OR 97309-0405

Phone: (503)378-3272

Toll Free: 1-800-922-2689

Fax: (503)947-7461

osha.oregon.gov

Steve's Hotel LLC  
500 NE Captain Michael King Smith Way  
McMinnville, OR 97128

Re: Complaint No: 209429642

On February 05, 2019, the Oregon Occupational Safety and Health Division (Oregon OSHA) received notice of safety and/or health hazard(s) at 460 NE Captain Michael King Sm, McMinnville, Oregon. The specific nature of the alleged hazard(s) is as follows:

**Item 1:** Employees are at risk of getting hypothermia, the heaters have not been working for over two months and the water temperature is very cold.

It has not been determined whether the alleged hazard(s) exist at your worksite. No inspection is planned at this time; however we request that you investigate the alleged hazards and make corrections or modifications. Please respond in writing the results of your investigation, no later than ten (10) working days from receipt of this letter, indicating actions taken, corrections made or that no hazard existed. Please provide supporting documentation, such as applicable measurements, monitoring results, photographs, etc., which you believe would be helpful. We encourage employee participation in investigating and responding to the alleged hazards. It is Oregon OSHA's goal to assure hazards are promptly identified and eliminated. **If we do not receive a response an inspection will likely be conducted.**

Oregon law also requires that your workers compensation insurance carrier provide consultative services. We encourage you to utilize these services for hazard correction. By copy of this letter, we are advising them of your possible need for their services.

The complainant has been furnished a copy of this letter and will be provided a copy of your response. ORS 654.062(4) of the OSEAct provides protection for employees against discrimination because of their involvement in protected safety and health activity.

If you have any questions concerning this matter, please contact me at 503-378-3274. Your personal support and interest in the safety and health of your employees is appreciated.



Aaron Colmone  
Enforcement Manager  
OR-OSHA Salem Field Office  
1340 Tandem Ave NE, Suite 160  
PO Box 14513  
Salem, OR 97303  
503-378-3274  
aaron.colmone@oregon.gov

209429642-stevens

cc: Central Files  
Field Office Files  
Complainant