

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Latham & Watkins LLP
1271 Avenue of the Americas
New York, NY 10020
Attn: Lucas Fernandez-Rocha

2024-002482
Klamath County, Oregon
04/03/2024 08:28:01 AM
Fee: \$262.00

NOTICE: THIS INSTRUMENT PROVIDES FOR VARIABLE RATES OF INTEREST.

LEASEHOLD LINE OF CREDIT DEED OF TRUST AND SECURITY AGREEMENT
WITH ASSIGNMENT OF RENTS AND FIXTURE FILING

Dated as of

March 19, 2024,

FROM

HASCO STATIONS, LLC,
a California limited liability company,

TO

FIRST AMERICAN TITLE INSURANCE COMPANY,
as Trustee,

IN TRUST FOR THE BENEFIT OF

CAPITAL ONE, NATIONAL ASSOCIATION,
a national banking association, as agent for the Secured Parties
hereinafter identified and defined

MAXIMUM PRINCIPAL AMOUNT TO BE ADVANCED: \$900,000,000.00

SCHEDULED MATURITY DATE: March 19, 2029, exclusive of options to renew or extend.

The maximum principal amount to be advanced may be exceeded by advances to complete construction pursuant to ORS 86.155.

02 63
Site(s): 8040
US-DOCS\148391785.5

THIS DOCUMENT CONSTITUTES A FIXTURE FILING IN ACCORDANCE WITH ORS 79.0502(3) AND A CONSTRUCTION MORTGAGE WHICH SECURES AN OBLIGATION INCURRED FOR THE CONSTRUCTION OF AN IMPROVEMENT ON LAND AS SET FORTH IN ORS 79.0334(8).

Statutory Notice:

The name and address of the entity holding a lien or other interest created by this instrument is set forth below and the tax account number(s) of the property subject to the lien or in which the interest is created is: Capital One, National Association, as agent for the Secured Parties (as described herein).

Tax Account No.: 3809-033DC-15000, 3809-033DC-15000A1

**LEASEHOLD LINE OF CREDIT DEED OF TRUST AND SECURITY AGREEMENT
WITH ASSIGNMENT OF RENTS AND FIXTURE FILING**

(Klamath County, Oregon)

This Leasehold Line of Credit Deed of Trust and Security Agreement with Assignment of Rents and Fixture Filing (the “*Deed of Trust*”) dated as of March 19, 2024 from HASCO STATIONS, LLC, a California limited liability company, with its principal place of business and mailing address at 2860 Santiago Boulevard, Orange, California 92867 (hereinafter referred to as “*Grantor*”), to First American Title Insurance Company, as Trustee with a mailing address of 18500 Von Karman Ave, Suite 600, Irvine, CA 92612 (said Trustee together with any successors in trust being hereinafter referred to as “*Trustee*”), in trust for the benefit of Capital One, National Association, a national banking association with its principal place of business at 1680 Capital One Drive, McLean, Virginia 22102 (“*Capital One*”), acting as agent hereunder for the Secured Parties hereinafter identified and defined (Capital One acting as such agent and any successor or successors to Capital One in such capacity being hereinafter referred to as “*Beneficiary*”);

WITNESSETH THAT:

WHEREAS, Hassan & Sons, Inc., a California corporation (“*Hassan*”), H&S Energy, LLC, a California limited liability company (“*H&S Energy*”), H&S Energy Products, LLC, a California limited liability company (“*H&S Energy Products*”), H&S Energy Venture Group, LLC, a Delaware limited liability company (“*H&S Energy Venture*”), HASCO Holdings, LLC, a California limited liability company (“*HASCO*”), H&S Energy Transportation, LLC, a Delaware limited liability company (“*H&S Transportation*”), and H&S Energy Lubricants, LLC, a Delaware limited liability company (“*H&S Lubricants*”; and together with the Hassan, H&S Energy, H&S Energy Products, H&S Energy Venture, HASCO, and H&S Transportation, the “*Borrowers*” and individually, a “*Borrower*”), the other persons party thereto designated from time to time as credit parties, and Capital One (individually and as Agent for the Secured Parties identified and defined below) have entered into that certain Amended and Restated Credit Agreement dated as of December 17, 2019 (such Credit Agreement, as the same has been and may further from time to time be amended, modified or restated, being hereinafter referred to as the “*Credit Agreement*”), pursuant to which Capital One and other lenders and letter of credit issuers which from time to time become party to the Credit Agreement (Capital One and such other lenders being hereinafter referred to as the “*Lenders*” and individually as a “*Lender*” and such letter of credit issuers being hereinafter referred to collectively as the “*L/C Issuers*” and individually as a “*L/C Issuer*”; and Beneficiary, the L/C Issuers, and the Lenders, together with any Secured Swap Provider (as hereinafter defined) and/or Secured Cash Management Bank (as hereinafter defined), being hereinafter referred to collectively as the “*Secured Parties*” and individually as a “*Secured Party*”), have made to the Borrowers the following term loans (the “*Term Loan Commitment*”) in the maximum principal amount of \$865,000,000 and maturing in no event later than March 19, 2029 (the “*Term Loan Maturity Date*”) and bearing interest thereon at the rates and payable at the times provided in the Credit Agreement (such term loans being referred to herein as “*Term Loans*”);

WHEREAS, the Secured Parties have agreed, subject to certain terms and conditions, to make available to the Borrowers: (i) a revolving credit facility (the “*Revolving Loan Commitment*”) in a maximum principal amount of \$35,000,000 with advances under the Revolving Loan

Commitment maturing in no event later than March 19, 2029 (the “*Revolving Termination Date*”) and bearing interest thereon at the rates and payable at the times provided in the Credit Agreement (such advances under the Revolving Loan Commitment being referred to herein as “*Revolving Loans*”), (ii) a swing loan credit facility (the “*Swing Loan Commitment*”) available to the Borrowers in a maximum principal amount of \$5,000,000 with advances under the Swing Loan Commitment maturing in no event later than the Revolving Termination Date and bearing interest thereon at the rates and payable at the times provided in the Credit Agreement (such advances under the Swing Loan Commitment being referred to herein as “*Swing Loans*”), and (iii) additional Incremental Facilities (whether in the form of an increase in the Term Loans or as an additional class of term loans) in a maximum principal amount of up to the Incremental Cap, as defined in the Credit Agreement, maturing in no event later than the Term Loan Maturity Date and bearing interest thereon at the rates and payable at the times provided in the Credit Agreement (such advances being referred to herein as the “*Additional Incremental Facilities*”; the Term Loans, the Revolving Loans, the Swing Loans and any Additional Incremental Facilities being referred to herein as the “*Loans*”);

WHEREAS, the Loans made by the Lenders shall be evidenced by the Credit Agreement and, if requested by a Lender, the Borrowers shall execute and deliver one or more promissory notes payable to such Lender in an amount equal to the Revolving Loan Commitment, Swing Loan Commitment, Term Loan Commitment and, if applicable, the Additional Incremental Facilities of such Lender (“*Notes*”);

WHEREAS, pursuant to the terms of the Credit Agreement, the L/C Issuers may from time to time issue letters of credit (the “*Letters of Credit*”) for the account of a Borrower or a Borrower and subsidiary thereof with expiry dates on or before the Revolving Termination Date in an aggregate face amount which, when combined with the principal amount of loans outstanding under the Revolving Credit, as defined in the Credit Agreement, from time to time, shall not at any one time exceed the Revolving Loan Commitment;

WHEREAS, pursuant to the terms of the Credit Agreement, any Lender or Lenders may, from time to time, assign to other Lenders portions of the indebtedness evidenced by the Credit Agreement then owned by such assigning Lender together with an equivalent proportion of such assigning Lender’s obligation to make advances under the Credit Agreement and to participate in Letters of Credit (each such assignment being hereinafter referred to as an “*Assignment*”);

WHEREAS, Borrowers and their subsidiaries may from time to time enter into (i) agreements with a Lender or an affiliate of such Lender (each a “*Secured Cash Management Bank*”) to provide one or more of the following types of services or facilities: (a) Automated Clearing House (ACH) transactions, (b) cash management services, including controlled disbursement services, treasury, depository, overdraft, credit or debit card, stored value card, electronic funds transfer services, and (c) foreign exchange facilities or other cash management arrangements in the ordinary course of business (each a “*Secured Cash Management Agreement*”; and all obligations of the Borrowers and their subsidiaries under such Secured Cash Management Agreement (whether absolute or contingent and however and whenever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor)) being referred to herein as “*Secured Cash Management Obligations*”), and (ii) swap agreements (as such term is defined in Section 101 of the Bankruptcy Code) with a Lender or an affiliate of such Lender (each a

“Secured Swap Provider”) designed to provide protection against fluctuations in interest or currency exchange rates and commodity prices and any other agreements or arrangements designed to provide such protection (each a “Secured Rate Contract”; and all obligations of the Borrowers and their subsidiaries under such Secured Rate Contracts (whether absolute or contingent and however and whenever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor)) being referred to herein as “Secured Rate Contract Obligations”);

WHEREAS, as a condition to extending credit to the Borrowers under the Credit Agreement or entering into any Secured Cash Management Agreement or Secured Rate Contract, the Secured Parties have required, among other things, that Grantor grants to Trustee for the benefit of Beneficiary a lien on the real property of Grantor described herein and to Beneficiary a security interest in the personal property of Grantor described herein, in each case subject to the terms and conditions hereof; and

WHEREAS, pursuant to that certain Ground Lease described on Schedule I attached hereto (together with all extensions, supplements and amendments thereto, collectively the “Lease”), between the lessor(s) listed on Schedule I attached hereto (collectively, “Lessor”) and Grantor, either directly or as successor by assignment as further described on Schedule I attached hereto, Grantor is now leasing from the Lessor that certain real property described in Granting Clause I hereof.

NOW, THEREFORE, for and in consideration of the execution and delivery by the Lenders of the Credit Agreement, and other good and valuable consideration, receipt whereof is hereby acknowledged, in order to secure (i) the payment of the principal and premium, if any, of and interest on the Loans as and when the same become due and payable (whether by lapse of time, acceleration or otherwise) and all Loans now or hereafter made thereon, (ii) the payment of all sums due or owing with respect to Secured Cash Management Obligations and Secured Rate Contract Obligations, (iii) the payment and performance of all obligations arising under any applications executed by the Borrowers, or any one of them, in connection with any of the Letters of Credit, including the obligation of the applicable Borrower to reimburse the relevant L/C Issuer for any draws under the Letters of Credit, (iv) the payment of all other indebtedness, obligations and liabilities which this Deed of Trust secures pursuant to any of its terms, and (v) the performance and observance of the covenants and agreements contained in this Deed of Trust, the Credit Agreement, the Notes and any other instrument or document securing any of the foregoing or setting forth terms and conditions applicable thereto (all of such indebtedness, obligations, agreements and liabilities described in clauses (i), (ii), (iii), (iv) and (v) above being hereinafter collectively referred to as the “*indebtedness hereby secured*”), Grantor does hereby grant, bargain, sell, convey, mortgage, warrant, assign, and pledge unto Trustee, its successors and assigns, IN TRUST, WITH POWER OF SALE AND RIGHT OF ENTRY AND POSSESSION, and grant to Beneficiary, its successors and assigns, a security interest in, all and singular the properties, rights, interests and privileges described in Granting Clauses I, II, III, IV, V, VI, and VII below, all of the same being collectively referred to herein as the “*Mortgaged Premises*”:

GRANTING CLAUSE I

Grantor's leasehold interest under the Lease in and to that certain real estate lying and being in the County of Klamath, State of Oregon more particularly described in Schedule II attached hereto and made a part hereof, and to the extent that Grantor hereafter acquires a fee interest in any such real estate, Grantor's fee interest in and to that certain real estate described in Schedule II attached hereto.

GRANTING CLAUSE II

All right, title and interest of Grantor now owned or hereafter acquired (whether through leasehold interest created by the Lease or otherwise) in and to all of the following: all buildings and improvements of every kind and description heretofore or hereafter erected or placed on the property described in Granting Clause I and all materials intended for construction, reconstruction, alteration and repairs of the buildings and improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the premises immediately upon the delivery thereof to the said real estate, and all fixtures, machinery, apparatus, equipment, fittings and articles of personal property of every kind and nature whatsoever now or hereafter attached to or contained in or used or useful in connection with said real estate and the buildings and improvements now or hereafter located thereon and the operation, maintenance and protection thereof, including but not limited to all machinery, motors, fittings, radiators, awnings, shades, screens, all gas, coal, steam, electric, oil and other heating, cooking, power and lighting apparatus and fixtures, all fire prevention and extinguishing equipment and apparatus, all cooling and ventilating apparatus and systems, all plumbing, incinerating, and sprinkler equipment and fixtures, all elevators and escalators, all communication and electronic monitoring equipment, all window and structural cleaning rigs and all other machinery and equipment of every nature and fixtures and appurtenances thereto and all items of furniture, appliances, draperies, carpets, other furnishings, equipment and personal property used or useful in the operation, maintenance and protection of the said real estate and the buildings and improvements now or hereafter located thereon and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to said real estate, buildings or improvements in any manner, and all proceeds thereof; it being mutually agreed, intended and declared that all the aforesaid property shall, so far as permitted by law, be deemed to form a part and parcel of the real estate and, for the purpose of this Deed of Trust, to be real estate and covered by this Deed of Trust; and as to the balance of the property aforesaid, this Deed of Trust is hereby deemed to be as well a security agreement under the provisions of the Uniform Commercial Code of the State of Oregon ("*Uniform Commercial Code*") for the purpose of creating hereby a security interest in said property, which is hereby granted by Grantor as debtor to Beneficiary as secured party, securing the indebtedness hereby secured. The addresses of Grantor (debtor) and Beneficiary (secured party) appear at the beginning hereof.

GRANTING CLAUSE III

All right, title and interest of Grantor now owned or hereafter acquired in and to all and singular the estates, tenements, hereditaments, privileges, easements, licenses, franchises, appurtenances and royalties, mineral, oil, and water rights belonging or in any wise appertaining to the property described in the preceding Granting Clause I and the buildings and improvements now or hereafter located thereon and the reversions, rents, issues, revenues and profits thereof, including all interest of Grantor in all rents, issues and profits of the aforementioned property and

all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing (including all deposits of money as advanced rent or for security) under any and all leases or subleases and renewals thereof, or under any contracts or options for the sale of all or any part of, said property (including during any period allowed by law for the redemption of said property after any foreclosure or other sale), together with the right, but not the obligation, to collect, receive and receipt for all such rents and other sums and apply them to the indebtedness hereby secured and to demand, sue for and recover the same when due or payable; *provided* that the assignments made hereby shall not impair or diminish the obligations of Grantor under the provisions of such leases or other agreements nor shall such obligations be imposed upon Trustee or Beneficiary. By acceptance of this Deed of Trust, Trustee agrees, not as a limitation or condition hereof, but as a personal covenant available only to Grantor that until an Event of Default (as hereinafter defined) shall occur giving Trustee the right to foreclose this Deed of Trust, Grantor may collect, receive (but not more than 30 days in advance) and enjoy such rents.

GRANTING CLAUSE IV

All judgments, awards of damages, settlements and other compensation heretofore or hereafter made resulting from condemnation proceedings or the taking of the property described in Granting Clause I or any part thereof or any building or other improvement now or at any time hereafter located thereon or any easement or other appurtenance thereto under the power of eminent domain, or any similar power or right (including any award from the United States Government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for the payment thereof), whether permanent or temporary, or for any damage (whether caused by such taking or otherwise) to said property or any part thereof or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including severance and consequential damage, and any award for change of grade of streets (collectively, "*Condemnation Awards*").

GRANTING CLAUSE V

All property and rights, if any, which are by the express provisions of this Deed of Trust required to be subjected to the lien hereof and any additional property and rights that may from time to time hereafter be subjected to the lien hereof by Grantor or by anyone on Grantor's behalf.

GRANTING CLAUSE VI

All rights in and to common areas and access roads on adjacent properties heretofore or hereafter granted to Grantor and any after-acquired title or reversion in and to the beds of any ways, roads, streets, avenues and alleys adjoining the property described in Granting Clause I or any part thereof.

GRANTING CLAUSE VII

All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or other liquidated claims, including, without limitation, all proceeds of insurance.

TO HAVE AND TO HOLD the Mortgaged Premises and the properties, rights and privileges hereby granted, bargained, sold, conveyed, mortgaged, warranted, pledged and assigned, unto

Trustee and its successors, in trust, forever and in which a security interest is granted, or intended so to be, unto Beneficiary, its successors and assigns, forever;

BUT IN TRUST NEVERTHELESS, WITH POWER OF SALE upon the terms and conditions herein set forth for the equal and proportionate benefit of all present and future holders of the Notes and the other indebtedness hereby secured; *provided, however*, that this Deed of Trust is upon the express condition that if the principal of and interest on the Notes shall be paid in full and all other indebtedness hereby secured shall be fully paid and performed, all commitments contained in the Credit Agreement to extend credit thereunder shall have terminated and no Letter of Credit shall remain outstanding, then this Deed of Trust and the estate and rights hereby granted shall cease and Trustee shall reconvey the Mortgaged Premises to the Grantor with no covenants or warranties upon the written request and at the expense of the Grantor, otherwise to remain in full force and effect.

Grantor hereby covenants and agrees with Trustee and Beneficiary as follows:

1. *Payment of the Indebtedness.* The indebtedness hereby secured will be promptly paid as and when the same becomes due.

2. *Further Assurances.* Grantor will execute and deliver such further instruments and do such further acts as may be necessary or proper to carry out more effectively the purpose of this Deed of Trust and, without limiting the foregoing, to make subject to the lien hereof any property agreed to be subjected hereto or covered by the Granting Clauses hereof or intended so to be.

3. *Ownership of Mortgaged Premises.* Grantor covenants and warrants that it is lawfully seized of and has good and marketable title to, or a valid leasehold estate in, the Mortgaged Premises free and clear of all liens, charges and encumbrances except those exceptions to title listed on Schedule III attached hereto and Liens permitted by Section 6.1 of the Credit Agreement (the "*Permitted Exceptions*") and Grantor has good right, full power and authority to convey, transfer and mortgage the same to Trustee for the uses and purposes set forth in this Deed of Trust; and Grantor will warrant and forever defend the title to the Mortgaged Premises subject to the Permitted Exceptions against all claims and demands whatsoever.

4. *Possession.* Provided no Event of Default has occurred and is continuing hereunder, Grantor shall be suffered and permitted to remain in full possession, enjoyment and control of the Mortgaged Premises, subject always to the observance and performance of the terms of this Deed of Trust.

5. *Payment of Taxes.* Grantor shall pay before any penalty attaches, all material general taxes and all special taxes, special assessments, water, drainage and sewer charges and all other material charges of any kind whatsoever, ordinary or extraordinary, which may be levied, assessed, imposed or charged on or against the Mortgaged Premises or any part thereof and which, if unpaid, might by law become a lien or charge upon the Mortgaged Premises or any part thereof, and shall, upon written request, exhibit to Beneficiary official receipts evidencing such payments, except that, unless and until foreclosure, distraint, sale or other similar proceedings shall have been commenced, no such charge or claim need be paid if being contested (except to the extent any full or partial payment shall be required by law), after notice to Beneficiary, by appropriate proceedings

which shall operate to prevent the collection thereof or the sale or forfeiture of the Mortgaged Premises or any part thereof to satisfy the same, conducted in good faith and with due diligence and if Grantor shall have furnished such security, if any, as may be required in the proceedings or requested by Beneficiary.

6. *Recordation and Payment of Taxes and Expenses Incident Thereto.* Grantor will cause this Deed of Trust, all deeds of trust supplemental hereto and any financing statement or other notice of a security interest required by Trustee or Beneficiary at all times to be kept, recorded and filed at its own expense in such manner and in such places as may be required by law for the recording and filing or for the rerecording and refiling of a deed of trust, security interest, assignment or other lien or charge upon the Mortgaged Premises, or any part thereof, in order fully to preserve and protect the rights of Trustee and Beneficiary hereunder and, without limiting the foregoing, Grantor will pay or reimburse Trustee or Beneficiary, as the case may be, for the payment of any and all taxes, fees or other charges incurred in connection with any such recordation or re-recordation, including any documentary stamp tax, intangibles tax or tax imposed upon the privilege of having this instrument or any instrument issued pursuant hereto recorded.

7. *Insurance.* Grantor will, at their expense, keep all buildings, improvements, equipment and other property now or hereafter constituting part of the Mortgaged Premises insured against loss or damage by fire, lightning, windstorm, explosion and such other risks as are usually included under extended coverage policies, or which are usually insured against by owners of like property, in amount sufficient to prevent Grantor, Trustee or Beneficiary from becoming a co-insurer of any partial loss under applicable policies and in any event not less than the then full insurable value (actual replacement value without deduction for physical depreciation) thereof, as determined at the request of Beneficiary and at Grantor's expense by the insurer or insurers or by an expert approved by Beneficiary, all under insurance policies payable, in case of loss or damage, to Beneficiary, such rights to be evidenced by the usual standard non-contributory form of mortgage clause to be attached to each policy. Grantor shall not carry separate insurance concurrent in kind or form and contributing in the event of loss, with any insurance required hereby. Grantor shall also obtain and maintain public liability, property damage and workmen's compensation insurance in each case in form and content reasonably satisfactory to Beneficiary and in amounts as are customarily carried by owners of like property and reasonably approved by Beneficiary. Grantor shall also obtain and maintain such other insurance with respect to the Mortgaged Premises in such amounts and against such insurable hazards as Beneficiary from time to time may reasonably require, including, without limitation, boiler and machinery insurance, insurance against flood risks, if the Mortgaged Premises is located in a Special Flood Hazard Area (as defined in the Credit Agreement), and insurance against loss of rent due to fire and risks now or hereafter embraced by so-called "*extended coverage*." All insurance required hereby shall be maintained with financially sound and reputable insurance companies and shall not provide for any deductible amount in excess of the amount customarily maintained for similar properties for similarly situated companies, shall provide that any losses shall be payable notwithstanding any act or negligence of Grantor, shall provide that no cancellation thereof shall be effective until at least thirty (30) days after receipt by Grantor and Beneficiary of written notice thereof, and shall be reasonably satisfactory to Beneficiary in all other respects. Upon the execution of this Deed of Trust and thereafter not less than fifteen (15) days prior to the expiration date of any policy delivered pursuant to this Deed of Trust, Grantor will deliver to Beneficiary copies (and if requested by Beneficiary, originals) of any policy or renewal policy, as the case may be, required

by this Deed of Trust, bearing notations evidencing the payment of all premiums. In the event of foreclosure, Grantor authorizes and empowers Beneficiary to effect insurance upon the Mortgaged Premises in amounts aforesaid for a period covering the time of redemption from foreclosure sale provided by law, and if necessary therefor to cancel any or all existing insurance policies.

8. *Damage to or Destruction of Mortgaged Premises.*

(a) *Notice.* In case of any material damage to or destruction of the Mortgaged Premises or any part thereof, Grantor shall promptly give written notice thereof to Beneficiary, generally describing the nature and extent of such damage or destruction.

(b) *Restoration.* In case of any damage to or destruction of the Mortgaged Premises or any part thereof and unless the Mortgaged Premises are Disposed of in a transaction permitted pursuant to the Credit Agreement, Grantor, whether or not the insurance proceeds, if any, received on account of such damage or destruction shall be sufficient for the purpose, at Grantor's expense, will promptly commence and complete (subject to unavoidable delays occasioned by strikes, lockouts, acts of God, inability to obtain labor or materials, governmental restrictions and similar causes beyond the reasonable control of Grantor) the restoration, replacement or rebuilding of the Mortgaged Premises as nearly as possible to its value, condition and character immediately prior to such damage or destruction.

(c) *Adjustment of Loss.* Grantor hereby authorizes the Beneficiary, at the Beneficiary's option, to adjust, compromise, and settle any losses under any insurance afforded at any time after the occurrence and during the continuation of any Event of Default, and Grantor does hereby irrevocably constitute the Beneficiary, its officers, agents, and attorneys, as Grantor's attorneys-in-fact, with full power and authority after the occurrence and during the continuation of any Event of Default to effect such adjustment, compromise, and/or settlement and to endorse any drafts drawn by an insurer of the Mortgaged Premises or any part thereof and to do everything necessary to carry out such purposes and to receive and receipt for any unearned premiums due under policies of such insurance. Unless the Beneficiary elects to adjust, compromise or settle losses as aforesaid, any adjustment, compromise, and/or settlement of any losses under any insurance shall be made by the Grantor subject to final approval of the Beneficiary (such approval not to be unreasonably withheld, delayed or conditioned) (regardless of whether or not an Event of Default shall have occurred) in the case of losses exceeding \$500,000.

(d) *Application of Insurance Proceeds.* Net insurance proceeds received by Beneficiary under the provisions of this Deed of Trust or any instruments supplemental hereto or thereto or under any policy or policies of insurance covering the Mortgaged Premises or any part thereof shall first be applied as a prepayment on the Notes (and Beneficiary is hereby irrevocably authorized and directed to make such an application whether or not the Notes or any other indebtedness hereby secured may then be due or otherwise adequately secured) and shall thereafter be applied to the reduction of any other indebtedness hereby secured; *provided, however*, that such proceeds shall be made available for the restoration of the portion of the Mortgaged Premises damaged or destroyed if written application for such use is made within thirty (30) days of receipt of

such proceeds and the following conditions are satisfied to the satisfaction of the Beneficiary: (i) Grantor has in effect business interruption insurance covering the income to be lost during the restoration period as a result of the damage or destruction to the Mortgaged Premises or provides Beneficiary with other evidence satisfactory to it that Grantor has cash resources sufficient to pay its obligations during the restoration period; (ii) the effect of the damage to or destruction of the Mortgaged Premises giving rise to receipt of the insurance proceeds is not to terminate, or give a lessee the option to terminate (unless lessee waives the option to terminate), any lease of all or any portion of the Mortgaged Premises; (iii) no Event of Default, shall have occurred or be continuing (and if such an event shall occur during restoration Beneficiary may, at its election, apply any insurance proceeds then remaining in its hands to the reduction of the indebtedness evidenced by the Notes and the other indebtedness hereby secured); (iv) Grantor shall have submitted to Beneficiary plans and specifications, if applicable, for the restoration which shall be satisfactory to it; and (v) Grantor shall submit to Beneficiary fixed price contracts or guaranteed maximum price contracts with good and responsible contractors and materialmen covering all work and materials necessary to complete restoration and providing for a total completion price not in excess of the amount of insurance proceeds available for restoration, or, if a deficiency shall exist, Grantor shall have deposited the amount of such deficiency with Beneficiary; *provided further* that such proceeds may also be available for other investment permitted pursuant to the Credit Agreement. Any insurance proceeds to be released for restoration pursuant to the foregoing provisions shall be disbursed from time to time as restoration progresses to pay for restoration work completed and in place and such disbursements may at Beneficiary's option be made directly to Grantor or to or through any contractor or materialman to whom payment is due or to or through a construction escrow to be maintained by a title insurer acceptable to Beneficiary. Beneficiary may impose such further conditions upon the release of insurance proceeds for restoration (including confirmation that no mechanic's liens have been filed) as are customarily imposed by prudent construction lenders to insure the completion of the restoration work free and clear of all liens or claims for lien. All title insurance charges and other costs and expenses paid to or for the account of Grantor in connection with the release of such insurance proceeds shall constitute so much additional indebtedness hereby secured to be payable upon demand with interest at the Default Rate (as hereinafter defined). Beneficiary may deduct any such costs and expenses from insurance proceeds at any time in its possession. If Grantor fails to request that insurance proceeds be applied to the restoration of the improvements or if Grantor makes such a request but fails to complete restoration within a reasonable time, Beneficiary shall have the right, but not the duty, to restore or rebuild said Mortgaged Premises or any part thereof for or on behalf of Grantor in lieu of applying said proceeds to the indebtedness hereby secured and for such purpose may do all necessary acts, including using funds deposited by Grantor as aforesaid and advancing additional funds for the purpose of restoration, all such additional funds to constitute part of the indebtedness hereby secured payable upon demand with interest at the Default Rate. Notwithstanding anything to the contrary in the foregoing, if the damage is less than \$500,000 and no Event of Default exists, the insurance proceeds shall be released directly to Grantor for restoration or other investment permitted pursuant to the Credit Agreement without using the process described above.

9. *Eminent Domain.* Grantor acknowledges that Condemnation Awards have been assigned to Beneficiary, which awards Beneficiary is hereby irrevocably authorized to collect and receive, and to give appropriate receipts and acquittances therefor, and, if an Event of Default has occurred and is continuing at Beneficiary's option, to apply the same toward the payment of the amount owing on account of the indebtedness hereby secured in such order of application as Beneficiary may elect and whether or not the same may then be due and payable or otherwise adequately secured; *provided, however*, that a Condemnation Award in respect of any taking of a portion (but not all or any material portion) of the Mortgaged Premises shall be made available for the restoration of such Mortgaged Premises in the same manner and subject to the same conditions as are imposed on the release of insurance proceeds set forth in Section 8(d) hereof as if the Mortgaged Premises so taken were destroyed and the Condemnation Award for such taking was actually insurance proceeds in respect of the Mortgaged Premises so deemed as having been destroyed and may also be available for other investment permitted pursuant to the Credit Agreement for such proceeds. In the event that any proceeds of a Condemnation Award shall be made available to Grantor for restoring the Mortgaged Premises so taken, Grantor hereby covenants to promptly commence and complete such restoration of the Mortgaged Premises as nearly as possible to its value, condition and character immediately prior to such taking. Grantor covenants and agrees that Grantor will give Beneficiary immediate notice of the actual or threatened commencement of any proceedings under condemnation or eminent domain affecting all or any part of the Mortgaged Premises including any easement therein or appurtenance thereof or severance and consequential damage and change in grade of streets, and will deliver to Beneficiary copies of any and all papers served in connection with any such proceedings. Grantor further covenants and agrees to make, execute and deliver to Beneficiary, at any time or times upon request, free, clear and discharged of any encumbrances of any kind whatsoever, any and all further assignments and/or instruments deemed necessary by Beneficiary for the purpose of validly and sufficiently assigning all awards and other compensation heretofore and hereafter to be made to Grantor for any taking, either permanent or temporary, under any such proceeding.

10. *Construction, Repair, Waste, Etc.* Grantor agrees, subject to the terms of the Credit Agreement, (i) that no building or other improvement on the Mortgaged Premises and constituting a part thereof shall be altered, removed or demolished nor shall any fixtures or appliances on, in or about said buildings or improvements be severed, removed, sold or mortgaged, except as (A) required by a Material Contract applicable to such Mortgaged Premises, (B) required by applicable law, (C) permitted by the Credit Agreement, or (D) consented to by Beneficiary (such consent not to be unreasonably withheld, delayed or conditioned), and in the event of the demolition or destruction in whole or in part of any of the fixtures, chattels or articles of personal property covered hereby, Grantor covenants that the same will be replaced promptly by similar fixtures, chattels and articles of personal property at least equal in quality and condition to those replaced, free from any security interest in or encumbrance thereon or reservation of title thereto; (ii) to observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including, but not limited to, zoning variances, special exceptions and non-conforming uses), privileges, franchises and concessions which are applicable to the Mortgaged Premises or which have been granted to or contracted for by Grantor in connection with any existing or presently contemplated use of the Mortgaged Premises or any part thereof, except where the failure to do so would not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect; (iii) not to initiate or acquiesce in any changes to or terminations of any of the foregoing or of zoning classifications affecting the use to which the

Mortgaged Premises or any part thereof may be put without the prior written consent of Beneficiary (such consent not to be unreasonably withheld, delayed or conditioned), except where the failure to do so would not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect; and (iv) to make no material alterations in or improvements or additions to the Mortgaged Premises except as (A) required by governmental authority, (B) pursuant to a supply agreement, (C) as permitted by the Credit Agreement or (D) as permitted by Beneficiary.

11. *Liens and Encumbrances.* Grantor will not, without the prior written consent of Beneficiary, directly or indirectly, create or suffer to be created or to remain and will discharge or promptly cause to be discharged any mortgage, lien, encumbrance or charge on, pledge of, or conditional sale or other title retention agreement with respect to, the Mortgaged Premises or any part thereof, whether superior or subordinate to the lien hereof, except for this Deed of Trust and the Permitted Exceptions.

12. *Right of Trustee or Beneficiary to Perform Grantor's Covenants, Etc.* If Grantor shall fail to make any payment or perform any act required to be made or performed hereunder, Trustee or Beneficiary, without waiving or releasing any obligation or default, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of Grantor, and may enter upon the Mortgaged Premises or any part thereof for such purpose and take all such action thereon as, in the opinion of Trustee or Beneficiary, may be necessary or appropriate therefor. All sums so paid by Trustee or Beneficiary and all costs and expenses (including, without limitation, attorneys' fees and expenses) so incurred, together with interest thereon from the date of payment or incurrence at the Default Rate, shall constitute so much additional indebtedness hereby secured and shall be paid by Grantor to Trustee or Beneficiary, as the case may be, on demand. Trustee or Beneficiary in making any payment authorized under this Section relating to taxes or assessments may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax assessment, sale, forfeiture, tax lien or title or claim thereof. Trustee or Beneficiary, in performing any act hereunder, shall be the sole judge of whether Grantor is required to perform same under the terms of this Deed of Trust.

13. *After-Acquired Property.* Any and all property hereafter acquired which is of the kind or nature herein provided, or intended to be and become subject to the lien hereof, shall *ipso facto*, and without any further conveyance, assignment or act on the part of Grantor, become and be subject to the lien of this Deed of Trust as fully and completely as though specifically described herein; but nevertheless Grantor shall from time to time, if requested by Trustee or Beneficiary, execute and deliver any and all such further assurances, conveyances and assignments as Trustee or Beneficiary may reasonably require for the purpose of expressly and specifically subjecting to the lien of this Deed of Trust all such property.

14. *Inspection by Beneficiary.* Beneficiary, any Secured Party, their respective representatives and any participant in the indebtedness hereby secured shall have the right to inspect the Mortgaged Premises at all reasonable times and, in the absence of an Event of Default, with reasonable notice, and access thereto shall be permitted for that purpose.

15. *Subrogation.* Grantor acknowledges and agrees that Beneficiary shall be subrogated to any lien discharged out of the proceeds of any extension of credit evidenced by the Notes or out of any advance by Beneficiary hereunder, irrespective of whether or not any such lien may have been released of record.

16. *Events of Default.* The occurrence of any event or the existence of any condition specified as an "Event of Default" under the Credit Agreement shall constitute an "Event of Default" hereunder.

17. *Remedies.* When any Event of Default has happened and is continuing (regardless of the pendency of any proceeding which has or might have the effect of preventing Grantor from complying with the terms of this instrument and of the adequacy of the security for the indebtedness hereby secured) and in addition to such other rights as may be available under applicable law, but subject at all times to any mandatory legal requirements:

(a) *Acceleration.* Beneficiary may, by written notice to Grantor, declare the Notes and all unpaid indebtedness hereby secured, including the reimbursement obligations in connection with Letters of Credit and any interest then accrued on the indebtedness hereby secured, to be forthwith due and payable, whereupon the same shall become and be forthwith due and payable, without other notice or demand of any kind.

(b) *Uniform Commercial Code.* Beneficiary shall, with respect to any part of the Mortgaged Premises constituting property of the type in respect of which realization on a lien or security interest granted therein is governed by the Uniform Commercial Code, have all the rights, options and remedies of a secured party under the Uniform Commercial Code, including without limitation, the right to the possession of any such property, or any part thereof, and the right to enter without legal process any premises where any such property may be found. Any requirement of said Uniform Commercial Code for reasonable notification shall be met by mailing written notice to Grantor at their address above set forth at least 10 days prior to the sale or other event for which such notice is required. The costs and expenses of retaking, selling, and otherwise disposing of said property, including attorneys' fees and legal expenses incurred in connection therewith, shall constitute so much additional indebtedness hereby secured and shall be payable upon demand with interest at the Default Rate.

In connection with any sale or sales hereunder, Beneficiary may elect to treat any of the Mortgaged Premises which consists of a right in action or which is property that can be severed from the real property covered hereby or any improvements thereon without causing structural damage thereto as if the same were personal property, and dispose of the same in accordance with applicable law, separate and apart from the sale of real property. Any sale of any personal property hereunder shall be conducted in any manner permitted by Section 79.0601, 79.0602, 79.0603 and 79.0604 or any other applicable section of the Uniform Commercial Code. Where the Mortgaged Premises consists of real and personal property or fixtures whether or not such personal property is located on or within the real property, Beneficiary may elect in its discretion to exercise its rights and remedies against any or all of the real property, personal property, and fixtures in such order and manner as is now or hereafter permitted by applicable law. Without limiting the generality of the

foregoing, Beneficiary may, in its sole and absolute discretion and without regard to the adequacy of its security, elect to proceed against any or all of the real property, personal property and fixtures in any manner permitted under Section 79.0604 of the Uniform Commercial Code; and if Beneficiary elects to proceed in the manner permitted under Section 79.0604(1)(b) of the Uniform Commercial Code, the power of sale herein granted shall be exercisable with respect to all or any of the real property, personal property and fixtures covered hereby, as designated by Beneficiary, and the Trustee is hereby authorized and empowered to conduct any such sale of any real property, personal property and fixtures in accordance with the procedures applicable to real property. Where the Mortgaged Premises consists of real property and personal property, any reinstatement of the obligation secured hereby, following default and an election by Beneficiary to accelerate the maturity of said obligation, which is made by Grantor or any other person or entity permitted to exercise the right of reinstatement under Section 86.778 of the Oregon Revised Statutes or any successor statute, shall not, in accordance with the terms of Uniform Commercial Code Section 79.0604, prohibit Beneficiary from conducting a sale or other disposition of any personal property or fixtures or from otherwise proceeding against or continuing to proceed against any personal property or fixtures in any manner permitted by the Uniform Commercial Code; nor shall any such reinstatement invalidate, rescind or otherwise affect any sale, disposition or other proceedings held, conducted or instituted with respect to any personal property or fixtures prior to such reinstatement or pending at the time of such reinstatement. Any sums paid to Beneficiary in effecting any reinstatement pursuant to Section 86.778 of the Oregon Revised Statutes shall be applied to the secured obligation and to Beneficiary's and Trustee's reasonable costs and expenses in the manner required by Section 86.779. Should Beneficiary elect to sell any portion of the Mortgaged Premises which is real property or which is personal property or fixtures that Beneficiary has elected under Section 79.0604 of the Uniform Commercial Code to sell together with real property in accordance with the laws governing a sale of real property, Beneficiary or Trustee shall give such notice of default and election to sell as may then be required by law. Any requirement of the Uniform Commercial Code for reasonable notification shall be met by mailing written notice to Grantor at their address above set forth at least 10 days prior to the sale or other event for which such notice is required.

(c) *Foreclosure.* Trustee or Beneficiary may proceed to protect and enforce the rights of Trustee and Beneficiary hereunder (i) by any action at law, suit in equity or other appropriate proceedings, whether for the specific performance of any agreement contained herein, or for an injunction against the violation of any of the terms hereof, or in aid of the exercise of any power granted hereby or by law, or (ii) by the foreclosure of this Deed of Trust, or (iii) by Trustee's sale under the power of sale. Grantor agrees that the agreements of Grantor herein contained shall be specifically enforceable by injunction or any other appropriate equitable remedy and that for the purpose of any suit brought under this subparagraph, Grantor hereby waives the defense of laches and any applicable statute of limitations. In the event of foreclosure, Grantor authorizes and empowers Trustee or Beneficiary to effect insurance upon the Mortgaged Premises in amounts aforesaid for a period covering the time of redemption from foreclosure sale provided by law, and if necessary therefor, to cancel any or all existing insurance policies.

(d) *Trustee's Sale.* Upon the occurrence of an Event of Default, Beneficiary may declare all indebtedness hereby secured immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause the Mortgaged Premises to be sold, which notice Trustee shall cause to be filed for record. After Trustee shall have given and recorded such other notice as the law then requires as a condition precedent to a Trustee's sale under power of sale, after the lapse of such time as may then be required by law following the recordation of said notice of default and notice of sale having been given as then required by law, Trustee, without notice to or demand upon Grantor except as otherwise required by law, may sell the Mortgaged Premises at the time and place of sale fixed by it in the notice of sale, either as a whole or in separate parcels and in such order as it or Beneficiary may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale (the indebtedness hereby secured being the equivalent of cash for purposes of said sale). Grantor shall have no right to direct the order in which the Mortgaged Premises are sold. Trustee may postpone sale of all or any portion of the Mortgaged Premises by public announcement at such time and place of sale and from time to time thereafter may postpone such sale by public announcement at such time fixed by the preceding postponement. Trustee shall deliver to the purchaser at such sale a deed conveying the Mortgaged Premises or portion thereof so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof absent manifest error. Any person, including Trustee, Grantor, Beneficiary or any Secured Party may purchase at such sale. After deducting all costs, fees and expenses of Trustee, and of this Deed of Trust, including, without limitation, cost of evidence of title and attorneys' fees in connection with sale, Trustee shall apply the proceeds of sale as prescribed in Section 20 hereof. Before any such Trustee's sale under power, Beneficiary may rescind such notices of default and of election to cause the Mortgaged Premises or any part thereof to be sold by delivering to Trustee a written notice of rescission, which notice, when recorded, shall cancel any prior declaration of default, demand for sale and acceleration of maturity. The exercise of such right of rescission shall not constitute a waiver of any default then existing or subsequently occurring, or impair the right of Beneficiary to deliver to Trustee other declarations of default and demands for sale or notices of default and of election to cause the Mortgaged Premises or any part thereof to be sold, or otherwise affect any provision of the Notes or of this Deed of Trust or any of the rights, obligations or remedies of Beneficiary or Trustee hereunder.

(e) *Appointment of Receiver.* Trustee or Beneficiary shall, as a matter of right, without notice and without giving bond to Grantor or anyone claiming by, under or through it, and without regard to the solvency or insolvency of Grantor or the then value of the Mortgaged Premises, be entitled to have a receiver appointed of all or any part of the Mortgaged Premises and the rents, issues and profits thereof, with such power as the court making such appointment shall confer, and Grantor hereby consents to the appointment of such receiver and shall not oppose any such appointment. Any such receiver may, to the extent permitted under applicable law and under Material Contracts relating to the Mortgaged Premises with the Grantor's franchisor, enter upon and take possession of the Mortgaged Premises or any part thereof by force, summary proceedings, ejectment or otherwise, and may remove Grantor or other persons and any and all property therefrom,

and may hold, operate and manage the same and receive all earnings, income, rents, issues and proceeds accruing with respect thereto or any part thereof, whether during the pendency of any foreclosure or Trustee's sale under the power of sale granted herein or otherwise or until any right of redemption shall expire or otherwise.

(f) *Taking Possession, Collecting Rents, Etc.* Beneficiary may enter and take possession of the Mortgaged Premises or any part thereof and manage, operate, insure, repair and improve the same and take any action which, in Beneficiary's judgment, is necessary or proper to conserve the value of the Mortgaged Premises. Beneficiary may also take possession of, and for these purposes use, any and all personal property contained in the Mortgaged Premises and used in the operation, rental or leasing thereof or any part thereof. Beneficiary shall be entitled to collect and receive all earnings, revenues, rents, issues and profits of the Mortgaged Premises or any part thereof (and for such purpose Grantor does hereby irrevocably constitute and appoint Beneficiary its true and lawful attorney-in-fact for it and in its name, place and stead to receive, collect and receipt for all of the foregoing, Grantor irrevocably acknowledging that any payment made to Beneficiary hereunder shall be a good receipt and acquittance against Grantor to the extent so made) and to apply same to the reduction of the indebtedness hereby secured. The right to enter and take possession of the Mortgaged Premises and use any personal property therein, to manage, operate and conserve the same, and to collect the rents, issues and profits thereof, shall be in addition to all other rights or remedies of Trustee and/or Beneficiary hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. The costs and expenses (including any receiver's fees, counsels' fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be so much additional indebtedness hereby secured which Grantor promises to pay upon demand together with interest at the Default Rate. Neither Trustee nor Beneficiary shall be liable to account to Grantor for any action taken pursuant hereto other than to account for any rents actually received by Trustee or Beneficiary. Without taking possession of the Mortgaged Premises, Beneficiary may, in the event the Mortgaged Premises becomes vacant or is abandoned, take such steps as it deems appropriate to protect and secure the Mortgaged Premises (including hiring watchmen therefor) and all costs incurred in so doing shall constitute so much additional indebtedness hereby secured payable upon demand with interest thereon at the Default Rate. Notwithstanding anything to the contrary contained in this paragraph, the rights of Beneficiary in this paragraph are subject to compliance with applicable law and the terms and conditions of any Material Contract relating to the Mortgaged Premises between Grantor and Grantor's franchisor.

18. *Waiver of Right to Redeem From Sale — Waiver of Appraisement, Valuation, Etc.* Grantor shall not and will not apply for or avail itself of any appraisement, valuation, stay, extension or exemption laws, or any so-called "*Moratorium Laws*," now existing or hereafter enacted in order to prevent or hinder the enforcement or foreclosure of this Deed of Trust, but hereby waives the benefit of such laws. Grantor for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the Mortgaged Premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Mortgaged Premises sold as an entirety. In the event of any sale made under or by virtue of this Deed of Trust, the whole of the Mortgaged Premises may be sold in one parcel as an entirety or in separate lots or parcels at the same or different times, all as the

Beneficiary may determine. Beneficiary or any Secured Party shall have the right to become the purchaser at any sale made under or by virtue of this Deed of Trust and Beneficiary or any Secured Party so purchasing at any such sale shall have the right to be credited upon the amount of the bid made therefor by Beneficiary or such Secured Party with the amount payable to Beneficiary or such Secured Party out of the net proceeds of such sale. In the event of any such sale, the Notes and the other indebtedness hereby secured, if not previously due, shall be and become immediately due and payable without demand or notice of any kind. Grantor hereby waives any and all rights of redemption prior to or from sale under any order or decree of foreclosure pursuant to rights herein granted, on behalf of Grantor, and each and every person acquiring any interest in, or title to the Mortgaged Premises described herein subsequent to the date of this Deed of Trust, and on behalf of all other persons to the extent permitted by applicable law.

19. *Costs and Expenses of Foreclosure.* In any suit to foreclose the lien hereof there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or Beneficiary for reasonable attorneys' fees, appraisers' fees, environmental auditors' fees, outlays for documentary and expert evidence, stenographic charges, publication costs and costs (which may be estimated as the items to be expended after the entry of the decree) of procuring all such abstracts of title, title searches and examination, guarantee policies, Torrens certificates and similar data and assurances with respect to title as Trustee or Beneficiary may deem to be reasonably necessary either to prosecute any foreclosure action or to evidence to the bidder at any sale pursuant thereto the true condition of the title to or the value of the Mortgaged Premises, all of which expenditures shall become so much additional indebtedness hereby secured which Grantor agrees to pay and all of such shall be immediately due and payable with interest thereon from the date of expenditure until paid at the Default Rate.

20. *Application of Proceeds.* The proceeds of any foreclosure or other sale of the Mortgaged Premises or of any sale of property pursuant to Section 17(b) hereof shall be distributed in the following order of priority: First, on account of all costs and expenses incident to the foreclosure or other proceedings including all such items as are mentioned in Sections 17(b) and 19 hereof; Second, to all other items which under the terms hereof constitute indebtedness hereby secured to be applied in such order and manner as Beneficiary shall determine pursuant to the terms of the Credit Agreement, with any overplus to whomsoever Beneficiary shall reasonably determine to be lawfully entitled to the same; *provided* that notwithstanding the foregoing, such proceeds shall be applied to any cost incurred by Beneficiary or any Lender in connection with any Hazardous Material on or near the Mortgaged Premises after application of such proceeds to the principal of and interest on the Notes and to the other indebtedness hereby secured.

21. *Deficiency Decree.* If at any foreclosure proceeding the Mortgaged Premises shall be sold for a sum less than the total amount of indebtedness for which judgment is therein given, the judgment creditor shall be entitled to the entry of a deficiency decree against Grantor and against the property of Grantor for the amount of such deficiency; and Grantor does hereby irrevocably consent to the appointment of a receiver for the property of Grantor until such deficiency decree is satisfied in full. If the Mortgaged Premises shall be sold pursuant to the power of sale granted herein for a sum less than the indebtedness hereby secured which is then outstanding and unpaid, the judgment creditor shall be entitled to enforce the collection of such deficiency in the manner provided for by law.

22. *Trustee's and Beneficiary's Remedies Cumulative — No Waiver.* No remedy or right of Trustee or Beneficiary shall be exclusive of any other right or remedy but shall be cumulative and in addition to every other remedy or right now or hereafter existing at law or in equity or by statute or otherwise. No delay in the exercise or omission to exercise any remedy or right accruing on any default shall impair any such remedy or right or be construed to be a waiver of any such default or acquiescence therein, nor shall it affect any subsequent default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Trustee or Beneficiary.

23. *Trustee, Beneficiary or any Secured Party as Party to Suits.* If Trustee, Beneficiary or any Secured Party shall be made a party to or shall intervene in any action or proceeding affecting the Mortgaged Premises or the title thereto or the interest of Trustee, Beneficiary or any Secured Party under this Deed of Trust (including probate and bankruptcy proceedings), or if Trustee, Beneficiary or any Secured Party employs an attorney to collect any or all of the indebtedness hereby secured or to enforce any of the terms hereof or realize hereupon or to protect the lien hereof, or if Trustee, Beneficiary or any Secured Party shall incur any costs or expenses in preparation for the commencement of any foreclosure proceedings or for the defense of any threatened suit or proceeding which reasonably would be expected to affect the Mortgaged Premises or the security hereof, whether or not any such foreclosure or other suit or proceeding shall be actually commenced, then in any such case, Grantor agrees to pay to Trustee, Beneficiary or such Secured Party, promptly upon demand, all reasonable costs, charges, expenses and attorney's fees incurred by Trustee, Beneficiary or such Secured Party in any such case, and the same shall constitute so much additional indebtedness hereby secured payable upon demand with interest at the Default Rate.

24. *Modifications Not to Affect Lien.* Trustee and Beneficiary, without notice to anyone (except the Lenders), and without regard to the consideration, if any, paid therefor, or the presence of other liens on the Mortgaged Premises, may, at the direction of the Lenders, release any part of the Mortgaged Premises or any person liable for any of the indebtedness hereby secured, may extend the time of payment of any of the indebtedness hereby secured and may grant waivers or other indulgences with respect hereto and thereto, and may agree with Grantor to modifications to the terms and conditions contained herein or otherwise applicable to any of the indebtedness hereby secured (including modifications in the rates of interest applicable thereto), without in any way affecting or impairing the liability of any party liable upon any of the indebtedness hereby secured or the priority of the lien of this Deed of Trust upon all of the Mortgaged Premises not expressly released, and any party acquiring any direct or indirect interest in the Mortgaged Premises shall take same subject to all of the provisions hereof.

25. *Notices.* All communications provided for herein shall be in writing and shall be deemed to have been given when delivered personally or mailed by first class mail, postage prepaid, addressed, if to Grantor, Trustee or Beneficiary at their addresses as shown at the beginning of this Deed of Trust or at such other address as shall be designated by any such party in a written notice given to such other such party pursuant to this Section.

26. *Revolving Credit Loans.* This Deed of Trust is given to secure, among other things, revolving credit loans and shall secure not only presently existing indebtedness under the Credit Agreement but also future advances, whether such advances are obligatory or to be made at the

option of Beneficiary, or otherwise, as are made within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Deed of Trust, although there may be no advance made at the time of execution of this Deed of Trust and although there may be no indebtedness hereby secured outstanding at the time any advance is made. The lien of this Deed of Trust shall be valid as to all indebtedness hereby secured, including future advances, from the time of its filing for record in the recorder's or registrar's office in the county in which the Mortgaged Premises are located. The total amount of indebtedness hereby secured may increase or decrease from time to time, but the total unpaid balance of indebtedness hereby secured (including disbursements which Beneficiary may make under this Deed of Trust, the Credit Agreement or any other documents related thereto) at any one time outstanding shall not exceed a maximum principal amount of Six Hundred Fifty Million Dollars (\$650,000,000) plus interest thereon and any disbursements made for payment of taxes, special assessments or insurance on the Mortgaged Premises and interest on such disbursements (all such indebtedness being hereinafter referred to as the "*maximum amount secured hereby*"). This Deed of Trust shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Mortgaged Premises, to the extent of the maximum amount secured hereby.

27. *Multisite Real Estate Transaction.* Grantor acknowledges that this Deed of Trust is one of several deeds of trust and other security documents (the aforesaid being together called the "*Other Security Documents*") which secure the indebtedness evidenced by the Notes and certain of the other indebtedness hereby secured. Grantor agrees that the lien of this Deed of Trust shall be absolute and unconditional and shall not in any manner be affected or impaired by any acts or omissions whatsoever of Trustee, Beneficiary or any other holder of any of the indebtedness hereby secured, and without limiting the generality of the foregoing, the lien and security hereof shall not be impaired by any acceptance by Trustee, Beneficiary or any other holder of any of the indebtedness hereby secured of any security for or guarantors upon any of the indebtedness hereby secured or by any failure, neglect or omission on the part of Trustee, Beneficiary or any other holder of any of the indebtedness hereby secured to realize upon or protect any of the indebtedness hereby secured or any collateral or security therefor including the Other Security Documents. The lien and security interest hereof shall not in any manner be impaired or affected by any release (except as to the property released), sale, pledge, surrender, compromise, settlement, renewal, extension, indulgence, alteration, substitution, exchange, change in, modification or disposition of any of the indebtedness hereby secured, or of any of the collateral or security therefor, including, without limitation, the Other Security Documents or of any guaranty thereof, or of any instrument or agreement setting forth the terms and conditions pertaining to any of the foregoing. Beneficiary may at its discretion foreclose, exercise any power of sale, or exercise any other remedy available to it under any or all of the Other Security Documents without first exercising or enforcing any of its rights and remedies hereunder. Such exercise of Beneficiary's rights and remedies under any or all of the Other Security Documents shall not in any manner impair the indebtedness hereby secured, except to the extent of payment, or the lien of this Deed of Trust and any exercise of the rights or remedies of the Beneficiary hereunder shall not impair the lien of any of the Other Security Documents or any of Beneficiary's rights and remedies thereunder. Grantor specifically consents and agrees that Beneficiary may exercise its rights and remedies hereunder and under the Other Security Documents separately or concurrently and in any order that it may deem appropriate.

28. *Default Rate.* For purposes of this Deed of Trust, the term “*Default Rate*” means, for any day, the rate per annum determined by adding two percent (2.0%) per annum to the Applicable Margin then in effect pursuant to the Credit Agreement for such Loans plus the Adjusted Term SOFR or Base Rate, as the case may be, as defined in the Credit Agreement.

29. *Governing Law.* The creation of this Deed of Trust, the perfection of the lien and security interest in the Mortgaged Premises, and the rights and remedies of Beneficiary with respect to the Mortgaged Premises, as provided herein and by the laws of the state in which the Mortgaged Premises is located, shall be governed by and construed in accordance with the internal laws of the state in which the Mortgaged Premises are located without regard to principles of conflicts of law. Otherwise, all other obligations of Grantor (including, but not limited to, the liability of Grantor for any deficiency following a foreclosure of all or any part of the Mortgaged Premises) shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of laws, such state being the state where such documents were executed and delivered.

30. *Partial Invalidity.* All rights, powers and remedies provided herein are intended to be limited to the extent necessary so that they will not render this Deed of Trust invalid, unenforceable or not entitled to be recorded, registered or filed under any applicable law. If any term of this Deed of Trust shall be held to be invalid, illegal or unenforceable, the validity and enforceability of the other terms of this Deed of Trust shall in no way be affected thereby.

31. *Agent.* Beneficiary has been appointed as agent pursuant to the Credit Agreement. In acting under or by virtue of this Deed of Trust, Beneficiary shall be entitled to all the rights, authority, privileges and immunities provided in the Credit Agreement, all of which provisions are incorporated by reference herein with the same force and effect as if set forth herein. Beneficiary hereby disclaims any representation or warranty to Secured Parties concerning the perfection of the mortgage lien and security interest granted hereunder or the value of the Mortgaged Premises.

32. *Restrictions on Secured Parties' Right to Enforce.* No Secured Party shall have the right to institute any suit, action or proceeding in equity or at law for the foreclosure of this Deed of Trust or for the execution of any trust or power hereof or for the appointment of a receiver, or for the enforcement of any other remedy under or upon this Deed of Trust; it being understood and intended that no one or more of the Secured Parties shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Deed of Trust by its or their action or to enforce any right hereunder, and that all proceedings at law or in equity shall be instituted, had and maintained by Trustee or Beneficiary in the manner herein provided and for the ratable benefit of the Secured Parties.

33. *Successors and Assigns.* Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements in this Deed of Trust contained by or on behalf of Grantor, or by or on behalf of Trustee or Beneficiary, shall bind and inure to the benefit of the respective successors and assigns of such parties, whether so expressed or not.

34. *Headings.* The headings in this instrument are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision hereof.

35. *Changes, Etc.* This instrument and the provisions hereof may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought; it being understood that so long as the Trustee protective provisions hereof are not being changed, waived, discharged or terminated, the signature of Trustee shall not be required on any such change, waiver, discharge or termination.

36. *No Liability on Trustee or Beneficiary.* Notwithstanding anything contained herein, this Deed of Trust is only intended as security for the indebtedness hereby secured, and neither Trustee nor Beneficiary shall be obligated to perform or discharge, and neither Trustee nor Beneficiary do hereby undertake to perform or discharge, any obligation, duty or liability of Grantor with respect to any of the Mortgaged Premises. No liability shall be enforced or asserted against Trustee or Beneficiary in their exercise of the powers herein respectively granted to them, and Grantor expressly waives and releases any such liability. Grantor shall and does hereby agree to indemnify and hold Trustee and Beneficiary harmless of and from any and all liability, loss or damage which any of them may or might incur under or by reason of the exercise of their respective rights hereunder and of and from any and all claims and demands whatsoever which may be asserted against any of them by reason of any alleged obligations or undertakings on any or their parts to perform or discharge any of the terms, covenants or agreements of Grantor contained herein or with respect to any of the Mortgaged Premises, except in the case of actions by the Trustee or Beneficiary that constitute gross negligence or willful misconduct. Neither Trustee nor Beneficiary shall have responsibility for the control, care, management or repair of the Mortgaged Premises, nor shall they be responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Mortgaged Premises resulting in loss or injury or death to any licensee, employee, tenant or stranger. Without limiting the foregoing, neither Trustee nor Beneficiary shall be responsible for any recitals herein or for insuring the Mortgaged Premises, or for the recording, filing or refiling of this Deed of Trust; nor shall the Trustee or Beneficiary be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Grantor contained herein.

37. *Default by Trustee.* Trustee shall not be answerable for the default or misconduct of any agent or attorney appointed in pursuance hereof if such agent or attorney shall have been selected with reasonable care, or for anything whatsoever in connection with this Deed of Trust or the indebtedness hereby secured, except for its own willful misconduct or gross negligence, nor shall Trustee be under any obligation to take any action toward the execution or enforcement of the trusts hereby created which in its opinion shall be likely to involve expense or liability unless indemnified to its complete satisfaction by the holder or holders of the indebtedness hereby secured and Trustee shall have the right to require security for any such indemnity which is satisfactory to it.

38. *Exculpation of Trustee.* Trustee shall not be liable for any action taken or omitted to be taken in good faith and believed by it to be within the discretion or power conferred upon Trustee by this Deed of Trust, or be responsible for the consequences of any oversight or error of judgment; and Trustee shall be protected in acting upon any notice, consent, certificate or other instrument believed by it to be genuine and correct and to have been signed by the proper person or persons. Trustee shall be entitled to assume for all purposes that the indebtedness hereby

secured continues to be held by the original holders thereof unless and until it receives written notice to the contrary.

39. *Moneys Received by Trustee.* All moneys received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys, except to the extent required by law, and Trustee shall be under no liability for interest on any moneys received by it hereunder.

40. *Resignation of Trustee.* Trustee may resign and be discharged of the trusts hereby created by giving written notice thereof to Grantor and Beneficiary. Such resignation shall take effect on the day specified as and when a successor trustee shall have been appointed as hereinafter provided. Trustee may be removed by Beneficiary at any time. In the event Trustee is removed, resigns, or dies, or otherwise becomes incapable of acting, a successor trustee may be appointed by Beneficiary at any time by an instrument in writing delivered to Trustee and to Grantor, duly acknowledged and filed for record in each place where this Deed of Trust shall have been recorded and signed by Beneficiary. Any successor or substitute trustee shall, without any further act, deed or conveyance, become vested with all the estates, properties, rights, powers and trusts of its predecessor with like effect as if originally named as trustee herein.

41. *Co-Trustee, Etc.* If at any time or times, for the purpose of conforming to any legal requirements, restrictions or conditions in any state or jurisdiction in which any of the Mortgaged Premises may be located, Trustee or Beneficiary shall deem it necessary or prudent so to do, Trustee or Beneficiary shall have the power, by an instrument executed by Trustee or Beneficiary to appoint one or more persons approved by Beneficiary either to act as separate trustee or trustees or co-trustee or co-trustees jointly with Trustee, of all or any specified part of the Mortgaged Premises; and the person or persons so appointed shall be such separate trustee or co-trustee or co-trustees with such rights and remedies as shall be specified in such instrument to be executed as aforesaid, to the extent not prohibited by law. Any such separate or co-trustee may resign or be removed in the same manner as can Trustee. Trustee and any separate or co-trustees shall have no responsibility for the acts and omissions of each other.

42. *Powers of Trustee.* At any time or from time to time upon written request of Beneficiary and the presentation of this Deed of Trust and the Notes and all Letters of Credit for endorsement and without affecting the personal liability of any person for payment of any indebtedness hereby secured or performance of the obligation hereby secured, Trustee may, without liability therefor and without notice: reconvey all or any part of the Mortgaged Premises; consent to the making of any map or plat thereof; join with Grantor in granting any easement thereon; join with Grantor in any declaration of covenants and restrictions; or join with Grantor in any extension agreement or any agreement subordinating the lien or charge hereof. Trustee or Beneficiary may from time to time apply to any court of competent jurisdiction for aid and direction in the execution of the trusts hereunder and the enforcement of the rights and remedies available hereunder, and Trustee or Beneficiary may obtain orders or decrees directing or confirming or approving acts in the execution of said trusts and the enforcement of said rights and remedies. Grantor shall pay to Trustee reasonable compensation and reimbursement for services and expenses in the administration of the trusts created hereunder, including reasonable attorneys' fees.

43. *Reconveyance.* Upon Beneficiary's written request, and upon surrender to Trustee of this Deed of Trust and the Notes and the Letters of Credit for cancellation and retention upon payment of its fees, Trustee shall reconvey, without warranty, the Mortgaged Premises or that portion thereof then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. To the extent permitted by law, the reconveyance may describe the grantee as "the person or persons legally entitled thereto". Neither Beneficiary nor Trustee shall have any duty to determine the rights of persons claiming to be rightful grantees of any reconveyance. When the Mortgaged Premises have been fully reconveyed, the last such reconveyance shall operate as a reassignment of all future rents, issues and profits of the Mortgaged Premises to the person or persons legally entitled thereto, unless such reconveyance expressly provides to the contrary.

44. *State-Specific Provisions.*

(a) *Business Purposes.* Grantor warrants that this Deed of Trust is not and will not at any time constitute a "residential trust deed," as that term is defined in ORS 86.705(6) or its successor statutes.

(b) *Insurance Coverage.* WARNING. Unless Grantor provides Beneficiary with evidence of the insurance coverage as required by this Deed of Trust or the Credit Agreement, Beneficiary may purchase insurance at Grantor's expense to protect Beneficiary's interest. This insurance may, but need not, also protect Grantor's interest. If the collateral becomes damaged, the coverage Beneficiary purchases may not pay any claim Grantor makes or any claim made against Grantor. Grantor may later cancel this coverage by providing evidence that Grantor has obtained property coverage elsewhere. Grantor is responsible for the cost of any insurance purchased by Beneficiary. The cost of this insurance may be added to Grantor's contract or loan balance. If the cost is added to Grantor's contract or loan balance, the interest rate on the underlying contract or loan will apply to this added amount. The effective date of coverage may be the date Grantor's prior coverage lapsed or the date Grantor failed to provide proof of coverage. The coverage Beneficiary purchases may be considerably more expensive than insurance Grantor can obtain on Grantor's own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

(C) No Oral Agreements. UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY BENEFICIARY CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE GRANTOR'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY BENEFICIARY TO BE ENFORCEABLE.

(d) *Beneficiary's Right to Sever Indebtedness.*

(i) Grantor acknowledges that (i) Mortgaged Premises does not constitute the sole source of security for the payment and performance of the obligations described herein ("*Obligations*") and that the Obligations are also

secured by property of the Grantor in other jurisdictions (all such property, collectively, the "*Collateral*"), (ii) the number of such jurisdictions and the nature of the transaction of which this instrument is a part are such that it would have been impracticable for the parties to allocate to each item of Collateral a specific loan amount and to execute in respect of such item a separate credit agreement and (iii) the Grantor intends that the Beneficiary have the same rights with respect to the Mortgaged Premises, in foreclosure or otherwise, that the Beneficiary would have had if each item of Collateral had been secured, mortgaged or pledged pursuant to a separate credit agreement, deed of trust, mortgage or security instrument. In furtherance of such intent, the Grantor agrees that the Beneficiary may at any time by notice (an "*Allocation Notice*") to the Grantor allocate a portion (the "*Allocated Indebtedness*") of the Obligations to the Mortgaged Premises and sever from the remaining Obligations the Allocated Indebtedness. From and after the giving of an Allocation Notice with respect to the Mortgaged Premises, the Obligations hereunder shall be limited to the extent set forth in the Allocation Notice and (as so limited) shall, for all purposes, be construed as a separate loan obligation of the Grantor unrelated to the other transactions contemplated by the Credit Agreement, any Other Security Document or any document related to any thereof. To the extent that the proceeds on any foreclosure of the Mortgaged Premises shall exceed the Allocated Indebtedness, such proceeds shall belong to the Grantor and shall not be available hereunder to satisfy any Obligations of the Grantor other than the Allocated Indebtedness. In any action or proceeding to foreclose the lien hereof or in connection with any power of sale, foreclosure or other remedy exercised under this Deed of Trust commenced after the giving by the Beneficiary of an Allocation Notice, the Allocation Notice shall be conclusive proof of the limits of the Obligations hereby secured.

(ii) Grantor hereby waives to the greatest extent permitted under law the right to a discharge of any of the Obligations under any statute or rule of law now or hereafter in effect which provides that foreclosure of the lien hereof or other remedy exercised under this Deed of Trust constitutes the exclusive means for satisfaction of the Obligations or which makes unavailable a deficiency judgment or any subsequent remedy because the Beneficiary elected to proceed with a power of sale foreclosure or such other remedy or because of any failure by the Beneficiary to comply with laws that prescribe conditions to the entitlement to a deficiency judgment. In the event that, notwithstanding the foregoing waiver, any court shall for any reason hold that the Beneficiary is not entitled to a deficiency judgment, the Grantor shall not (i) introduce in any other jurisdiction such judgment as a defense to enforcement against the Grantor of any remedy in the Credit Agreement or any Other Security Documents or (ii) seek to have such judgment recognized or entered in any other jurisdiction, and any such judgment shall in all events be limited in application only to the state or jurisdiction where rendered.

(iii) In the event any instrument in addition to the Allocation Notice is necessary to effectuate the provisions of this Section 44(d), including, without

limitation, any amendment to this Deed of Trust, any substitute promissory note or affidavit or certificate of any kind, the Beneficiary may execute, deliver or record such instrument as the attorney-in-fact of the Grantor. Such power of attorney is coupled with an interest and is irrevocable.

(iv) Notwithstanding anything set forth herein to the contrary, the provisions of this Section 44(d) shall be effective only to the maximum extent permitted by law.

45. *Set-Off.* Notwithstanding anything to the contrary contained in this Deed of Trust, no Lender shall exercise any right of set-off without the prior consent of the Beneficiary so long as any of the indebtedness hereby secured shall be secured by any real property in the State of Oregon, it being understood and agreed, however, that this sentence is for the sole benefit of the Lenders and does not constitute a waiver of any rights against the Mortgaged Premises.

46. *Fixture Filing.* Pursuant to the Uniform Commercial Code, this Deed of Trust shall be effective as a financing statement filed as a fixture filing from the date of its filing for record covering and including any and all fixtures of every kind and type affixed to all or any portion of the real property or forming part of all or any portion of the improvements described in above Granting Clauses. The name and address of Grantor, each as debtor, and Beneficiary (where information concerning the security interest granted hereby may be obtained), as secured party, are as set forth in the opening paragraph of this Deed of Trust. The above described goods are or are to become fixtures related to the real property and the improvements of which Grantor is the record leasehold owner described in the above Granting Clauses. The record owner of the real property described on Schedule II is the Lessor. This Deed of Trust shall also be effective as a financing statement covering minerals or the like (including oil and gas) and accounts subject to Section 79.0103(5) of the Uniform Commercial Code, as amended.

47. *Direct and Primary Security; Liens Absolute.* The lien and security interest herein created and provided for stand as direct and primary security for all of the indebtedness hereby secured. No application of any sums received by Beneficiary in respect of the Mortgaged Premises or any disposition thereof to the reduction of the indebtedness hereby secured or any part thereof shall in any manner entitle Grantor to any right, title or interest in or to the indebtedness hereby secured or any collateral or security therefor, whether by subrogation or otherwise, unless and until all of the indebtedness hereby secured has been fully paid and satisfied and all commitments of Beneficiary to extend credit to the Borrowers shall have expired. Grantor acknowledges and agrees that the lien and security interest hereby created and provided for are absolute and unconditional and shall not in any manner be affected or impaired by any acts or omissions whatsoever of Beneficiary or any other holder of any of the indebtedness hereby secured, and without limiting the generality of the foregoing, the lien and security hereof shall not be impaired by any acceptance by Beneficiary or any other holder of any of the indebtedness hereby secured of any other security for or guarantors upon any of the indebtedness hereby secured or by any failure, neglect or omission on the part of Beneficiary or any other holder of any of the indebtedness hereby secured to realize upon or protect any of the indebtedness hereby secured or any collateral or security therefor. The lien and security interest hereof shall not in any manner be impaired or affected by (and Beneficiary, without notice to anyone, is hereby authorized to make from time to time) any sale, pledge, surrender, compromise, settlement, release, renewal,

extension, indulgence, alteration, substitution, exchange, change in, modification or disposition of any of the indebtedness hereby secured, or of any collateral or security therefor, or of any guaranty thereof, or of any instrument or agreement setting forth the terms and conditions pertaining to any of the foregoing. Beneficiary may at its discretion at any time grant credit to the other Borrowers, without notice to Grantor, in such amounts and on such terms as Beneficiary may elect (all of such to constitute additional indebtedness hereby secured) without in any manner impairing the lien and security interest created and provided for herein. In order to realize hereon and to exercise the rights granted Beneficiary hereby and under applicable law, there shall be no obligation on the part of Beneficiary or any other holder of any of the indebtedness hereby secured at any time to first resort for payment to any Borrower or to any guaranty of any of the indebtedness hereby secured or any portion thereof or to resort to any other collateral, security, property, liens or any other rights or remedies whatsoever, and Beneficiary shall have the right to enforce this Deed of Trust irrespective of whether or not other proceedings or steps seeking resort to or realization upon or from any of the foregoing are pending.

48. *Recovery Limitation.* Notwithstanding anything in this Deed of Trust to the contrary, the right of recovery against Grantor under this Deed of Trust shall not exceed \$1.00 less than the lowest amount which would render Grantor's obligations under this Deed of Trust void or voidable under applicable law, including fraudulent conveyance law.

49. *The Lease.* Grantor will perform, in all material respects, all obligations, covenants and agreements to be performed by it under the Lease in accordance with the terms thereof, and will use commercially reasonable efforts to enforce the covenants and agreements of Lessors under the Lease. Grantor will take no action which will release Lessor from its obligations under the Lease or impair the validity of the Lease. Grantor will take no action which will result in the termination of the Lease. Grantor will take no action which will result in the amendment or modification of the Lease without the prior written consent of Beneficiary, which consent shall not be unreasonably withheld. Grantor will give Beneficiary notice of all notices of default delivered to Lessor and notice of all notices of default received by Grantor as lessee under the Lease promptly following delivery or receipt, as the case may be.

50. *Exercise of Options.* Grantor hereby irrevocably constitutes and appoints Beneficiary, with full power of substitution, its attorney in fact for it and in its name, place and stead, and whether before or after foreclosure of its interest in the Mortgaged Premises, to exercise during the continuation of an Event of Default any and all purchase, renewal or extension options granted to Grantor by the terms of the Lease, Grantor acknowledging and agreeing that this power is a power coupled with an interest and is irrevocable.

51. *No Merger.* So long as this Deed of Trust is in effect, there shall be no merger of the Lease or any interest therein nor of the leasehold estate created thereby with the fee estate in the real property described in Granting Clause I or any portion thereof by reason of the fact that the Lease or such interest therein or such leasehold estate may be held directly or indirectly by or for the account of any person who shall hold the fee estate in the real property described in Granting Clause I or any portion thereof. In case any Grantor acquires the real property described in Granting Clause I or any portion thereof, this Deed of Trust shall attach to and cover and be a lien upon the fee title or such other estate so acquired in the manner prescribed by Section 13 hereof. Grantor shall notify Beneficiary of any such acquisition.

52. *Terms defined in Credit Agreement.* Except as otherwise expressly provided for herein, all capitalized terms used herein without definition shall have the same meanings herein as such terms have in the Credit Agreement.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed and sealed the day and year first above written.

HASCO STATIONS, LLC,
a California limited liability company

By: HASCO Holdings, LLC
Its: Manager

By: 

Name: Salaheddin F. Hassan
Title: Manager


A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

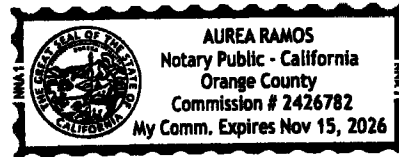
STATE OF California)
County of Orange) §

On March 14, 2024, before me, Aurea Ramos a Notary Public, personally appeared Salaheddin F. Hassan, Manager of HASCO STATIONS, LLC, a California limited liability company, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity~~(ies)~~, and that by his/~~her~~/their signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

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

WITNESS my hand and official seal.


Signature of Notary



(Affix seal here)

SCHEDULE I

DESCRIPTION OF LEASE

1. Ground Lease, by and between DBW Revocable Living Trust Agreement ("Lessor") and Grantor, dated November 27, 1998, as amended by that certain Assignment and Modification of Ground Lease and Consent to Assignment dated January 1, 2000 and with respect to certain premises in 2104 SE 6th Street, Klamath Falls, Oregon.

SCHEDULE II

LEGAL DESCRIPTION

Commonly Known as: 2104 S 6th St., Klamath Falls, OR 97601

Store: H&S 8040 (Old Asset No. 3226)

County: Klamath

APN: 3809-033DC-15000, 3809-033DC-15000A1

The Land referred to herein below is situated in the County of Klamath, State of Oregon, and is described as follows:

LOTS 2, 3 AND 4 AND THE NORTH 1/2 OF LOT 5, BLOCK 207, MILLS SECOND ADDITION TO THE CITY OF KLAMATH FALLS, KLAMATH COUNTY, OREGON.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

A PARCEL OF LAND LYING IN LOT 4, BLOCK 207, MILLS SECOND ADDITION TO THE CITY OF KLAMATH FALLS, KLAMATH COUNTY, OREGON, AND BEING A PORTION OF THE FOLLOWING DESCRIBED PROPERTY:

THAT TRACT OF LAND WHICH WAS CONVEYED BY THAT CERTAIN DEED TO ORALEE HALL, RECORDED IN BOOK 105, PAGE 582 OF KLAMATH COUNTY RECORD OF DEEDS, THE SAID PARCEL BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PROPERTY ON THE NORTHERLY LINE OF SAID LOT 4; THENCE NORTH 55° 44' 45" WEST ALONG THE NORTHERLY LINE OF SAID LOT A DISTANCE OF 48.48 FEET TO THE NORTHWEST CORNER OF SAID LOT 4; THENCE SOUTH 0° 43' 45" EAST ALONG THE WEST LOT LINE A DISTANCE OF 13.69 FEET TO A POINT OPPOSITE AND 40 FEET DISTANT SOUTHERLY FROM STATION 59+21.38; THENCE PARALLEL TO THE RELOCATED CENTER LINE OF THE KLAMATH FALLS-LAKEVIEW HIGHWAY SOUTH 55° 50' 30" EAST A DISTANCE OF 48.50 FEET TO THE EAST LINE OF SAID PROPERTY; THENCE NORTH 0° 58' WEST ALONG SAID PROPERTY LINE A DISTANCE OF 13.63 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

A PARCEL OF LAND LYING IN LOT 2, BLOCK 207, MILLS SECOND ADDITION TO THE CITY OF KLAMATH FALLS, KLAMATH COUNTY, OREGON, THE SAID PARCEL BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE NORTH 55° 44' 45" WEST ALONG THE NORTHERLY LINE OF SAID LOT A DISTANCE OF 96.85 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 1° 21' 15" EAST ALONG THE WEST LOT LINE A DISTANCE OF 13.55 FEET TO A POINT OPPOSITE AND 40 FEET DISTANT SOUTHERLY FROM STATION 60+42.63; THENCE PARALLEL TO THE RELOCATED CENTER LINE OF THE KLAMATH FALLS-LAKEVIEW HIGHWAY SOUTH 55° 50' 30" EAST A DISTANCE OF 96.87 FEET TO THE EAST LINE OF SAID LOT; THENCE NORTH 1° 50' 30" WEST ALONG SAID LOT LINE A DISTANCE OF 13.44 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

A PARCEL OF LAND LYING IN LOTS 3 AND 4, BLOCK 207, MILLS SECOND ADDITION TO THE CITY OF KLAMATH FALLS, KLAMATH COUNTY, OREGON, THE SAID PARCEL BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3; THENCE NORTH 55° 44' 45" WEST ALONG THE NORTHERLY LINE OF SAID LOT A DISTANCE OF 72.72 FEET TO THE NORTHWEST CORNER OF THE DEAN HALL PROPERTY; THENCE SOUTH 0° 58' EAST ALONG THE WEST PROPERTY LINE A DISTANCE OF 13.63 FEET TO A POINT OPPOSITE AND 40 FEET DISTANT SOUTHERLY FROM STATION 59+69.88; THENCE PARALLEL TO THE RELOCATED CENTER LINE OF THE KLAMATH FALLS-LAKEVIEW HIGHWAY, SOUTH 55° 50' 30" EAST A DISTANCE OF 72.75 FEET TO THE EAST LINE OF SAID LOT 3; THENCE NORTH 1° 21' 15" WEST ALONG SAID LOT LINE A DISTANCE OF 13.55 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

A PARCEL OF LAND SITUATED IN THE SOUTH-WEST 1/4 SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 38 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING A PORTION OF LOT 4, BLOCK 207 OF MILLS SECOND ADDITION TO THE CITY OF KLAMATH FALLS, AS RECORDED AT THE KLAMATH COUNTY CLERKS OFFICE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SOUTH SIXTH STREET, AS CONVEYED TO THE STATE OF OREGON BY DEED VOLUME 148, PAGE 285, KLAMATH COUNTY DEED RECORDS AND THE EASTERLY RIGHT-OF-WAY LINE OF EAST MAIN STREET: THENCE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE. SOUTH 55° 00' 03" EAST 29.37 FEET; THENCE LEAVING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE SOUTH 62° 37' 46" WEST, 27.24 FEET TO SAID EASTERLY RIGHT-OF-WAY LINE OF EAST MAIN STREET; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE. NORTH 00° 15' 21" EAST A DISTANCE OF 29.37 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE VACATED ALLEY WHICH INURES BY LAW THERETO.

SCHEDULE III

PERMITTED EXCEPTIONS

Any exception as set forth in the Loan Title Insurance Policy in favor of Beneficiary by First American Title Insurance Company which insures the lien of this Deed of Trust.