

**Non-Merger Special Warranty Deed
In Lieu of Foreclosure**

AFTER RECORDING, RETURN TO:

Blank Rome LLP
200 Crescent Court
Suite 1000
Dallas, Texas 75201
Attn: Justin G. Mapes, Esq.
NCS-~~177~~WORDG MPLS (CA/KC)

Date: September 30, 2024

Grantor: SAGE AID PROPCO LLC, a Delaware limited liability company

Grantor's Mailing Addresses: 330 North Wabash Avenue
Suite 3700
Chicago, Illinois 60611

Grantee: 2437 KANE, LLC, a Delaware limited liability company

Grantee's Mailing Address: c/o Greystone Monticello
600 Third Avenue, 21st Floor
New York, New York 10016

TAX STATEMENTS SENT TO:

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

**Property
(including any improvements):** Being more particularly described on **Exhibit "A"** attached hereto and incorporated herein for all purposes.

**Exceptions to Conveyance
and Warranty:** This conveyance is made subject to those encumbrances and exceptions set forth on the attached **Exhibit "B"**, but only to the extent the same are currently valid and enforceable against the Property.

Grantor, for the Consideration and subject to the Exceptions to Conveyance and Warranty, including the Deed of Trust (defined below) which secures indebtedness in the unpaid principal amount of \$30,000,000.00 plus interest and other charges, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under Grantor but not otherwise, except as to the Exceptions to Conveyance and Warranty.

Grantee is an affiliate of the current beneficiary ("Lender") under that certain Line of Credit Instrument Deed of Trust, Assignment of Leases and Rents, Security Agreement, Financing Statement and Fixture Filing dated as of dated June 28, 2017, recorded June 30, 2017 as Instrument Number 2017-007190, as modified pursuant to that certain Security Instrument Modification Agreement dated December 14, 2020, recorded December 21, 2020 as Instrument Number 2020-16660, as further modified pursuant to that certain Second Security Instrument Modification Agreement effective as of May 16, 2022, recorded May 18, 2022, as Instrument Number 2022-006304, all in the Official Records of Klamath County, Oregon (collectively, the "Deed of Trust"). The parties confirm that it is their intention that the Deed of Trust shall not merge into the fee interest conveyed hereby, but that such Deed of Trust shall remain as a good and valid first lien, separate and apart from any other interest of the Grantee or any other person in the Property. This Deed shall cause no merger between the Deed of Trust and the Grantee's equity interest in the Property, but rather the Deed of Trust shall remain in full force and effect. Lender reserves its right to foreclose its Deed of Trust at any time, judicially or non-judicially, as to any party with any claim, interest, or lien on the Property.

This conveyance is freely and fairly made and is an absolute, present, unconditional and irrevocable conveyance of title, in effect as well as form, and is not intended as a mortgage, trust conveyance or security of any kind and the Grantor hereby acknowledges receipt from the Grantee of full, fair and adequate consideration. There is no agreement, written or oral, for Grantee or anyone else to reconvey the Property to Grantor under any circumstances whatsoever.

All assurances and acknowledgments made by Grantor in this Deed are made to induce any title company to issue policies of title insurance affecting the Property and are further made for the protection and benefit of Grantee and Grantee's successors and assigns.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE

TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

[Signature page follows.]

Dated: September 30, 2024

GRANTOR:

SAGE AID PROPCO LLC,
a Delaware limited liability company

By: 
Name: Eric Danner
Title: Chief Wind-Down Officer

STATE OF Massachusetts)
COUNTY OF SUFFOLK) ss

I, the undersigned, a Notary Public in and for the State and County provided above, do hereby certify that Eric Danner, as the Chief Wind-Down Officer of Sage AID Propco LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26 day of September, 2024



Notary Public

My commission expires on 10/11/2024

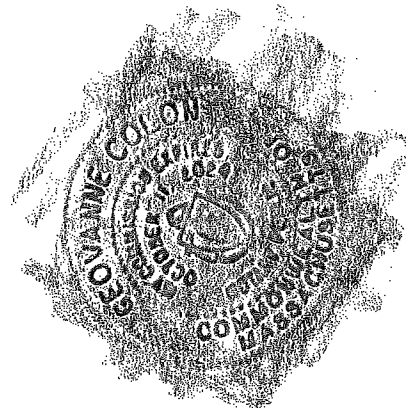
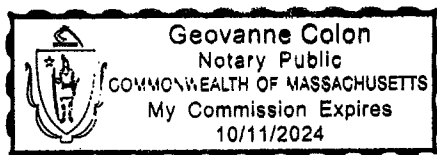


EXHIBIT “A”

Legal Description

Real property in the County of Klamath, State of Oregon, described as follows:

TRACTS 14 AND 17 KIELSMEIER ACRE TRACTS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

EXHIBIT "B"

Exceptions to Conveyance and Warranty

1. Reservation in deed including the terms and provisions thereof: Dated: October 31, 1928
Recorded: October 31, 1938 in Volume 81, Page 366, records of Klamath County, Oregon
Executed by: P.F. Kielsmeier
2. Memorandum of Annexation Agreement and the terms and conditions thereof: Between: City of Klamath Falls
And: Assisted Living Concepts Inc.
Recording Information: August 09, 1996 in Volume M96, Page 24500, records of Klamath County, Oregon
3. Easement, including terms and provisions contained therein:
Recording Information: October 25, 1996 in Volume M96, Page 33796, records of Klamath County, Oregon
In Favor of: Pacificorp, a corporation, dba Pacific Power & Light Company For:
underground electric distribution line

As approximately shown on ALTA/NSPS Land Title Survey made by Daniel T. Burton (PLS #2248) of All County Surveyor & Planners, Inc. for Bock & Clark Corporation, an NV5 Company on February 22, 2024, last revised May 6, 2024, designated Job No. 202304633-018 (the "Survey").

4. Easement, including terms and provisions contained therein:
Recording Information: August 26, 2019 as Volume 2019, Page 009807, records of Klamath County, Oregon
In Favor of: Spectrum Pacific West, LLC
For: routing, installation, maintenance, improvement, service, operation and removal of wiring and equipment used in the provision of multi-channel video television programming and other communication services
5. The following matters disclosed by an ALTA/NSPS survey made by Daniel T. Burton (PLS #2248) of All County Surveyor & Planners, Inc. for Bock & Clark Corporation, an NV5 Company on February 8, 2024, last revised May 6, 2024, designated 202304633-018:
chainlink fence (ownership unknown) is north of norhter property line at most 0.3'
wood fence (ownership unknown) is north of north property line at most 0.2'
wood fence (ownership unknown) is south of north property line at most 1.1' building (ownership unknown) is north of north property line at most 1.0'
wood fence (ownership unknown) is south of north property line at most 1.5'
woof fence (ownership unknown) is north of south property line at most 0.6'