

Grantor's Name and Address: GREENS CHANDLER LLC 8815 Research Drive Irvine, California 92618 Beneficiary's Name and Address: American Bank, N.A. 2707 West Northwest Highway Dallas, Texas 75220
After recording, return to: American Bank, N.A. 2707 West Northwest Highway Dallas, Texas 75220

SPACE ABOVE THIS LINE FOR RECORDER'S USE.

RENEWAL, EXTENSION AND MODIFICATION OF LOAN

THIS RENEWAL, EXTENSION AND MODIFICATION OF LOAN (this **"Modification"**) is made by and between **GREENS CHANDLER LLC**, a California limited liability company (the **"Borrower"**) and **AMERICAN BANK, N.A., a national banking association** (the **"Lender"**), to be effective as of the 2nd day of May, 2025 (**"Effective Date"**).

RECITALS:

WHEREAS, to evidence a loan of equal amount, Borrower executed and delivered to Lender that certain Promissory Note, dated May 2, 2024, in the stated principal amount of Nine Million and No/100 Dollars (\$9,000,000.00) (as extended herein, the **"Note"**); and

WHEREAS, as partial security for the Note, Borrower delivered for the benefit of Lender a Deed of Trust, Fixture Filing and Assignment of Leases and Rents, dated May 2, 2024, to Michael T. Faulconer, Trustee, and recorded in the Real Property Records of Klamath County, Oregon as Instrument Number 2024-003391 (the **"Deed of Trust"**) covering, among other things, the real property described in Exhibit "A" attached hereto and incorporated herein by reference (the **"Property"**); and

WHEREAS, to further document the Loan, Borrower executed and delivered to Lender that certain Loan Agreement, dated of even date with the Note (the **"Loan Agreement"**); and

WHEREAS, as further security for the Note, **SHARAD KADAKIA, ASHUTOSH KADAKIA, and ATMAN KADAKIA** (collectively, the **"Guarantor"**) executed Guaranty Agreements (collectively, the **"Guaranty"**) guarantying the obligations under the Loan Documents (as defined below);

WHEREAS, all obligations and indebtedness now existing or hereafter from time to time owing to Lender under the Note, Loan Agreement, Deed of Trust, or other documents which have been executed by Borrower from time to time to secure or evidence the Note are sometimes collectively referred to herein as the **"Obligations"** (and the Note, Deed of Trust, Loan Agreement, Guaranty, and all documents evidencing the Loan [**"Loan"**] described therein, as hereby renewed, modified, and extended, are herein collectively, the **"Loan Documents"**); and

WHEREAS, Borrower desires to modify the terms of the Loan and extend the time for Borrower's performance of the Obligations, and Lender agrees to such modification and extension, pursuant to the terms and conditions hereof.

AGREEMENTS:

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

1. The parties agree that the current outstanding principal balance as of the date hereof is \$8,980,515.18 ("**Principal Balance**") and no further amounts are available to be drawn. Borrower promises to pay to Lender the Principal Balance, together with interest thereon as described in the Note (and amended herein) and to perform all of the covenants and obligations under the Deed of Trust and other Loan Documents.

2. From the Effective Date, the second paragraph of Section I of the Promissory Note, titled Interest Rates and Payments shall be amended to read as follows:

*"Monthly payments of accrued and unpaid interest shall be due and payable commencing on June 2, 2024 and shall continue on the same date of each succeeding calendar month until January 2, 2026 ("**Maturity Date**"), on which date all unpaid principal of and accrued interest on the Note shall be fully due and payable, which shall be a balloon payment; subject, however, to extension pursuant to that certain Extension (as defined in the Loan Agreement of even date herewith between Maker and Payee [as may be amended, the "**Loan Agreement**"]). Payments shall be applied first to accrued but unpaid interest on the Note, and then to principal thereunder. Any payment received later than ten (10) days from the due date thereof must be accompanied by a late fee payment in the amount of five percent (5%) of the amount of such monthly payment."*

3. As of the date hereof, the following sections of the Loan Agreement shall be amended to read as follows:

- a. Section 2.k: "*Borrower or its related entities have established (and must maintain throughout the term of the Loan) a deposit relationship with Lender of at least \$1,000,000.00 (the "**Minimum Deposit Requirement**"), with all such deposits to be funded or transferred to a Money Market Account with Lender, accruing interest at Lender's prevailing market rates.*"

- b. Section 24:

"Provided Borrower is not then in default (nor has an event occurred which, with the giving of notice or the passage of time or both, would constitute a default) under the Note, Deed of Trust, or other Loan Documents, Borrower shall be entitled to extend the maturity of the Note for up to one (1) additional four (4) month period; provided, however, that all of the following conditions have then been met (unless waived by Lender in writing):

a. Borrower delivers complete, true, and correct financial statements, and such other financial information as reasonably requested by Lender, evidencing and representing that the financial condition of Borrower and each Guarantor has not materially worsened since the date hereof and is not then becoming worse;

b. Borrower has given Lender thirty (30) days' written notice of its request to exercise the option;

c. For the extension, Borrower pays to Lender an Extension fee equal to \$25,000.00.

d. Omitted.

e. *Omitted.*

f. *All conditions contained in this Agreement have been complied with and satisfied;*

g. *All Lender's out-of-pocket costs relating to this extension, including the preparation of documentation therefor, together with any other reasonable costs of Lender associated therewith, shall be paid by Borrower;*

h. *Lender has received information, satisfactory to Lender in its discretion, authorizing execution, delivery and performance of any additional Loan documents, title endorsements, certificates of existence, good standing, and other corporate or partnership certificates or documents as Lender may reasonably require to evidence Borrower's authority;*

i. *Borrower has satisfied all other reasonable requirements relating to such loan as Lender may require.*

j. *If Lender or Lender's counsel so requires, Borrower has executed an amendment or modification to the Note and Loan documents reflecting an extension of the Maturity Date.*

The foregoing is known as the 'Extension.'"

4. Effective as of the date hereof, the Maturity Date as described in the Deed of Trust shall be amended to January 2, 2026.
5. Borrower hereby extends and reaffirms the liens on the Property, as hereby amended, and all other property securing the Note until the indebtedness evidenced by the Note has been fully paid, and agrees that the modification set forth herein shall in no manner affect or impair the Note or the liens securing the same, and that said liens shall not in any manner be waived, which are acknowledged by Borrower to be valid and subsisting. Borrower further agrees that all terms and provisions of the Note and of the instrument or instruments creating or fixing the liens securing the same shall be and remain in full force and effect as therein written, except as otherwise expressly provided herein. All liens are hereby carried forward from the original inception thereof, and Borrower hereby ratifies, reaffirms and confirms all of said liens from the original inception thereof. Except as otherwise specified herein, the terms and provisions hereof shall in no manner impair, limit, restrict, or otherwise affect the obligations of Borrower under the Loan Documents. As a material inducement to Lender to execute and deliver this Modification, Borrower hereby acknowledges and agrees that Borrower is well and truly indebted to Lender in the amount set forth hereinabove, and that the liens, security interests and assignments created by the Deed of Trust and any other Loan Documents are, respectively, valid and subsisting liens, security interests, and assignments, and are of the validity and priority recited in the Deed of Trust and the other Loan Documents. As further material inducement to Lender to execute and deliver this Modification, Borrower hereby acknowledges that there are no claims or offsets against, or defenses or counterclaim to, the terms or provisions or other obligations created or evidenced by the Loan Documents, and represent that, after modification of the Note, Deed of Trust, and other Loan Documents hereunder, no event has occurred, and no condition exists which would constitute a default, either with or without notice or lapse of time, or both, under the Loan Documents.
6. Borrower and Guarantor hereby reaffirm and remake, as of the date hereof, all representations and warranties contained in the Note, Loan Agreement, Deed of Trust, and other Loan Documents. Borrower and Guarantor further represent and warrant that, except as disclosed in writing to Lender, it has done nothing, nor has allowed anything, to adversely affect title to or encumber the Property, as hereby amended, or any other property of Borrower in which Lender has a security interest. Borrower further represents and warrants to Lender that it is aware of no condition or fact, which has not been disclosed in writing to Lender, which would materially adversely affect the repayment to Lender of all sums due under the Loan Documents.

7. **Borrower and each Guarantor, for themselves and their successors, heirs, and assigns, do hereby (a) acknowledge that Lender has performed all of its obligations to date under the Loan Documents, (b) waive, release, and discharge Lender and its agents, employees, officers, directors, and attorneys (collectively, the "Released Parties") from any and all of Lender's duties, obligations, and liabilities arising under, based upon or associated with, directly or indirectly, the Note, Loan Agreement, Deed of Trust, Guaranty, and any other Loan Documents, existing as of the date of this Modification, and do hereby further waive any and all claims and causes of action of any kind or character, arising under, based upon, or associated with, directly or indirectly, the Loan Documents or the acts, actions, or omissions of the Released Parties in connection therewith, existing as of the date hereof, whether known or unknown, asserted or unasserted, equitable or at law, arising under or pursuant to common or statutory law, rules, or regulations, and (c) waive Sections 51.003-005 of the Texas Property Code.**
8. Borrower and Guarantor hereby ratify, reaffirm and confirm any and all covenants, agreements, or promises heretofore made by Borrower and Guarantor to Lender in connection with the Loan, Note, Loan Agreement, Deed of Trust, Guaranty, or other Loan Documents, and all renewals thereof.
9. Borrower agrees, simultaneously with and as a condition precedent to the execution hereof, to pay to Lender a renewal fee of \$50,000.00 together with all fees, costs, and expenses of Lender incurred in connection with the preparation and administration of this Modification, including, without limitation, any title policy endorsements requested by Lender and all attorneys' fees.
10. It is hereby agreed and acknowledged that other parties, if any, who are liable in any part for the Obligations, but who are not hereby executing this Modification, are in no way released or discharged from such Obligations, nor are Lender's rights against such persons or entities waived or negatively impacted by the execution of this Modification.
11. If any provision of this Modification or application to any party or circumstance shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Modification or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.
12. Except as amended hereby, the Note, Loan Agreement, Deed of Trust, Guaranty, and other Loan Documents remain unmodified and in full force and effect. Guarantors agree that their liability under the Guaranty is continuing and shall continue to apply and cover the Obligations.
13. **THE PARTIES HERETO VOLUNTARILY AND KNOWINGLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY ON ANY MATTER WHATSOEVER ARISING OUT OF, IN CONNECTION WITH, OR RELATED TO ANY OF THE LOAN DOCUMENTS.**
14. **THE NOTE, LOAN AGREEMENT, DEED OF TRUST, GUARANTY, AND OTHER WRITTEN LOAN DOCUMENTS, AS MODIFIED BY THIS MODIFICATION, REPRESENT THE FINAL AGREEMENT BETWEEN BORROWER AND LENDER, AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.**

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN BORROWER AND LENDER.

[Signature Page Follows.]

Executed to be effective as of the effective date first written above.

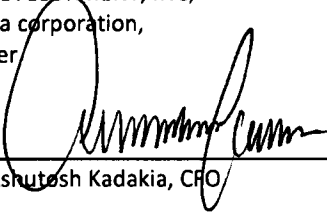
Borrower's Address:

8815 Research Drive
Irvine, California 92618

BORROWER:

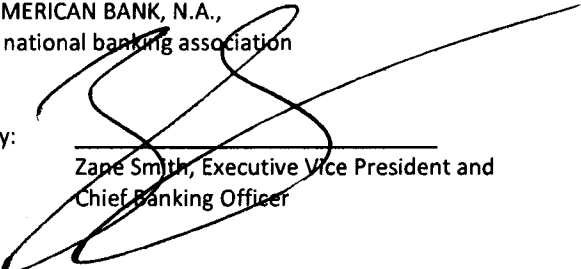
GREENS CHANDLER LLC,
a California limited liability company

By: GREENS DEVELOPMENT, INC,
a California corporation,
its Manager

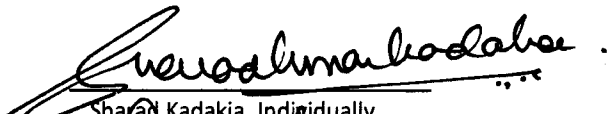
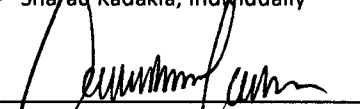
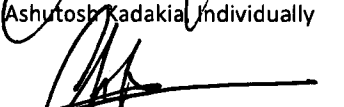
By: 
Ashutosh Kadakia, CFO

LENDER:

AMERICAN BANK, N.A.,
a national banking association

By: 
Zane Smith, Executive Vice President and
Chief Banking Officer

AGREED BY GUARANTORS:


Sharad Kadakia, Individually

Ashutosh Kadakia, Individually

Atman Kadakia, Individually

[Notary Pages Follow.]

NOTARY ACKNOWLEDGMENT

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 May 15, 2025, before me, SREEKANTH KALVOJU personally appeared ASHUTOSH KADAKIA, 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.

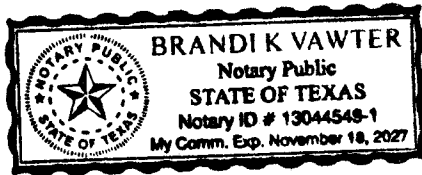
Signature *Sreenth*

(Seal)



THE STATE OF TEXAS §
 §
COUNTY OF Denton §

This instrument was acknowledged before me on May 19, 2025, by ZANE SMITH, as Executive Vice President and Chief Banking Officer of American Bank, N.A., a national banking association, on behalf of said banking association.



Brandi K. Vawter
Notary Public, State of Texas

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

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 MAY 15TH before me, SREEKANTH KALVOJU (here insert name and title of the officer)

personally appeared SHARAD KADAKIA

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 Sreekanth

(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of

containing pages, and dated

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other:

representing: Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:
Page # Entry #

Notary contact:

Other

- Additional Signer(s)
- Signer(s) Thumbprint(s)

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

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 May 15th before me, SREEKANTH KALVOJU ,
(here insert name and title of the officer)

personally appeared ATMAN KADAKIA


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 Sreanth

(Seal)



Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

☐ Individual(s)

☐ Attorney-in-Fact

☐ Corporate Officer(s) _____

Title(s)

☐ Guardian/Conservator

☐ Partner - Limited/General

☐ Trustee(s)

☐ Other: _____

representing: _____

Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)


☐

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W. S. Felt

State of OREGON)
)ss.
County of Lane)



me: 
Notary Public for Oregon

Notary Public for Oregon
My Commission Expires: 4/17/2028

Exhibit A

Property Address: 2500 Almond Street, Klamath Falls, Klamath County, Oregon 97601

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

Parcel 1:

Lots 2, 3, 4, and 5, in Block 3 of TRACT NO. 1163, CAMPUS VIEW, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. TOGETHER WITH that portion of vacated Almond Street which inured thereto as evidenced by Ordinance 6597, recorded July 6, 1990 in Volume M90, page 13373, Microfilm Records of Klamath County, Oregon.

Parcel 2:

All that portion of the NW1/4 SW1/4 of Section 20, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, lying Northeasterly of the Eastside Bypass conveyed to the State of Oregon by deed recorded June 18, 1957 in Volume 292 at page 373, Deed Records of Klamath County, Oregon and recorded December 28, 1961 in Volume 334 at page 481, Deed Records of Klamath County, Oregon.

Parcel 3:

Lots 3, 4, and 5 in Block 4 of TRACT NO. 1163, CAMPUS VIEW, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. TOGETHER WITH that portion of vacated Almond Street which inured thereto, as evidence by Ordinance 6597 recorded July 6, 1990 in Volume M90, page 13373, Microfilm Records of Klamath County, Oregon.

Parcel 4:

Lots 1 and 6 in Block 3 of TRACT NO. 1163, CAMPUS VIEW, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.