

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Poppy Bank
438 1st Street
Santa Rosa, California 95401
Attention: Salma Bermudez

LINE OF CREDIT TRUST DEED: The maximum principal amount to be advanced pursuant to the credit agreement secured by this line of credit trust deed is \$64,820,603. The maturity date of the credit agreement secured by this line of credit trust deed, exclusive of any option to renew or extend such maturity date, is March 26, 2046.

The Tax Account No. for the real property covered by this Deed of Trust is 522045.

**DEED OF TRUST, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING**

(Klamath County, Oregon)

THIS DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING (this "Deed of Trust") is made as of March 1, 2026, by 2437 KANE, LLC, a Delaware limited liability company, and KLAMATH FALLS AL, LLC, a Delaware limited liability company (collectively, "Grantor"), to OLD REPUBLIC TITLE, LTD. ("Trustee"), for the benefit of POPPY BANK, a California banking corporation ("Beneficiary").

**ARTICLE I
GRANTS AND OBLIGATIONS SECURED**

1.1. **Real Property.** Grantor irrevocably grants, transfers and assigns to Trustee, in trust, with power of sale, all of its right, title and interest in and to the following property, which Grantor now owns or may acquire later:

(a) the real property more particularly described on Exhibit A (the "Land") including the leasehold estate and lease created pursuant to the Lease Agreement dated September 30, 2024 between the Grantor (the "Lease Agreement");

(b) all buildings and other improvements located on or appurtenant to the Land and all machinery, equipment, appliances, tooling, furniture, fixtures, goods and other articles of real and personal property, affixed to or placed upon the Land or such buildings or other improvements (the "Improvements");

(c) all licenses, privileges, tenements, hereditaments and appurtenances of or to the Land or the Improvements, including, without limitation, all rights-of-way, easements, any land lying within the right-of-way of any street, open or proposed, adjoining the Land, all water rights and shares of stock evidencing such rights, all oil and gas and other mineral rights and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Land; and

(d) all claims and demands, including claims or demands with respect to the proceeds of insurance, in effect with respect to the Land or the Improvements, and all awards made for the taking by eminent domain, or by any proceeding of purchase in lieu of any such taking, of all or any part of the "Property" (as defined below).

1.2. Rents. Grantor assigns to Beneficiary all rents, issues, profits, royalties, income, rights to payment and other benefits (collectively, the "Rents") derived from any lease, sublease, license, franchise or concession or other agreement (collectively, the "Leases") affecting the Land or the Improvements or their use or occupancy, all of Grantor's interest in the Leases, all guaranties of any obligation of any lessee or other party to any Lease (a "Lessee") and the right of Grantor to alter, amend, modify or terminate the Leases or any of their terms.

The property described in Sections 1.1 and 1.2 above (including, without limitation, the Lease Agreement) is referred to in this Deed of Trust as the "Real Property."

1.3. Personal Property. Grantor grants a security interest to Beneficiary in, and assigns to Beneficiary, all of Grantor's right, title and interest in and to the following property and all proceeds of such property, which Grantor now owns or may acquire later:

(a) all goods and tangible personal property located on the Real Property or wherever located if used or useable in connection with the use, operation or occupancy of the Real Property, including, without limitation, all appliances, furniture and furnishings, fittings, materials, supplies, equipment, fixtures and building materials, whether stored on the Real Property or elsewhere;

(b) all general intangibles relating to design, development, operation, management and use of the Real Property and construction of the Improvements, including, without limitation, (i) all names under which or by which the Real Property may at any time be operated or known, all rights to carry on business under any such names or any variant of such names, and all goodwill in any way relating to the Real Property, (ii) all permits, licenses, authorizations, variances, land use entitlements, approvals and consents issued or obtained in connection with the construction or rehabilitation of the Improvements or the use, occupancy or operation of the Real Property, (iii) all rights as a declarant (or its equivalent) under any covenants, conditions and restrictions or other matters of record affecting the Real Property, (iv) all materials prepared for filing or filed with any governmental agency and (v) all rights under any contract entered into with contractors, architects, designers, engineers, consultants, managers, brokers and similar persons in connection with the development, design, use, operation, management and improvement of the Real Property;

(c) all architectural drawings, plans, specifications, soil tests and reports, feasibility studies, appraisals, engineering reports, financial analyses and reports and similar materials relating to the Real Property;

(d) all payment and performance bonds or guarantees relating to the Real Property;

(e) all reserves, deferred payments, deposits, refunds (including, without limitation, tax and insurance refunds), costs savings and payments of any kind relating to the improvement, design, development, operation, occupancy, use and disposition of the Real Property;

(f) all proceeds and claims arising on account of any damage to or taking of the Property, including, without limitation, claims under insurance policies, and all causes of action and recoveries for any loss or diminution in the value of the Property;

(g) all policies of insurance relating to the Property, irrespective of whether Beneficiary requires Grantor to obtain or maintain such policies, all riders, amendments, renewals, supplements or extensions of such policies; the right to assert, prosecute and settle claims under such policies; the right to receive payments of proceeds of such policies; and all judgments, claims, compensation, awards, settlements and proceeds of or with respect to any of the foregoing;

(h) all deposits made with or other security given to utility companies or governmental entities by Grantor with respect to the Real Property, and all advance payments of insurance premiums made by Grantor with respect to the Real Property;

(i) all shares of stock or other evidence of ownership of any part of the Property that is owned by Grantor in common with others, including all water stock relating to the Real Property, if any, and all documents or rights of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Real Property;

(j) all proceeds, whether cash, promissory notes, contract rights or otherwise, of the sale or other disposition of all or any part of the estate of Grantor upon the Property;

(k) all instruments, general intangibles, rights to payment, contract rights, chattel paper and documents;

(l) all sales contracts, escrow agreements, and broker's agreements concerning the sale of the Property;

(m) all of the rents, leases, issues, profits, royalties, income, rights to payment, deposits, receipts and proceeds generated by the use and occupancy of the Property to the extent such are not Rents or otherwise deemed to be real property, and all "accounts" (as defined in the Oregon Uniform Commercial Code) generated from the use and operation of the Property to which Grantor may be entitled, whether now due, past due or to become due;

(n) all deposit accounts or related rights to receive payment from depositories or institutions into which Grantor deposits (i) the Rents, (ii) any other income derived from the Property described under Section 1.3(l) above, (iii) any security deposits or other monies paid to Grantor or Grantor's property manager whether pursuant to the terms of a Lease or otherwise, (iv) any other amounts described in Sections 1.1, 1.2 or 1.3 and any proceeds of any such amounts, or (v) amounts required by Beneficiary to be deposited or which Grantor agrees to deposit in connection with the obligations secured by this Deed of Trust;

(o) all books, records, accounting systems, computer records and the like kept or maintained in connection with the use, occupancy, maintenance and operation of the Property; and

(p) all rights, including, without limitation, the right to receive payments of money and other property, under the "Financing Documents" (as defined in the "Reimbursement Agreement" (as defined below)).

The property described in this Section 1.3 is referred to in this Deed of Trust as the "Personal Property." The Real Property and the Personal Property are collectively referred to as the "Property." Grantor and Beneficiary agree that a carbon, photographic or other reproduction of this Deed of Trust or of a financing statement shall be sufficient as a financing statement.

1.4. Fixture Filing. The personal property in which Beneficiary has a security interest includes goods which are or shall become fixtures on the Land or Improvements. This Deed of Trust is intended to serve as a fixture filing pursuant to the terms of the Oregon Uniform Commercial Code. This filing shall remain in effect as a fixture filing until this Deed of Trust is released or satisfied of record or its effectiveness otherwise terminates as to the Property. In that regard, the following information is provided:

Name of Debtor:	2437 Kane, LLC Klamath Falls AL, LLC
Address of Debtor:	See Section 4.4 below.
Name of Secured Party:	Poppy Bank
Address of Secured Party:	See Section 4.4 below.

1.5. Obligations Secured. The grants, transfers, assignments and security interests made and granted in Sections 1.1, 1.2 and 1.3 are for the purpose of securing, in such order of priority as Beneficiary may determine:

(a) the payment of all amounts and the performance of all obligations owing under the Reimbursement Agreement dated as of the date of this Deed of Trust entered into by Grantor, others and Beneficiary (the "Reimbursement Agreement"), and any renewals, extensions, substitutions or modifications of the Reimbursement Agreement;

(b) performance of and compliance with all of the terms and conditions of each agreement of Grantor contained in (i) this Deed of Trust and any modifications or substitutions of this Deed of Trust; and (ii) in any loan agreement, security agreement or any other instrument executed by Grantor for the purpose of evidencing or securing the obligations under the Reimbursement Agreement (all such agreements and instruments, together with this Deed of Trust and the Reimbursement Agreement, are collectively referred to as the "Credit Documents"); and

(c) payment of all amounts advanced or costs incurred by Beneficiary pursuant to the terms of this Deed of Trust or any other Credit Document, together with interest on all such amounts advanced or incurred from the date advanced or incurred at the "Default Rate" (as defined in the Reimbursement Agreement) as provided in Section 4.13 below.

ARTICLE II LEASES AND RENTS

2.1. Survival. The rights and powers of Beneficiary under the assignment of rents provided for above shall continue until expiration of any redemption period from any foreclosure sale under this Deed of Trust, whether or not any deficiency remains after a foreclosure sale.

2.2. Exculpation of Beneficiary. The acceptance by Beneficiary of the assignment of the Rents provided for above with all of Beneficiary's rights under this Article II shall not, prior to entry upon and taking possession of the Property by Beneficiary, be deemed or construed to constitute Beneficiary a "mortgagee in possession" nor at any time obligate Beneficiary to appear in or defend any action or proceeding relating to the Leases, the Rents or the Property, or to take any action permitted under this Deed of Trust or to expend any money or incur any expenses or perform or discharge any obligation under any Lease or to assume any obligation or responsibility for any security deposits or other deposits delivered to Grantor by any Lessee and not assigned and delivered to Beneficiary, nor shall Beneficiary be liable for any injury or damage to person or property sustained by any person in connection with the Property.

2.3. Waiver. Neither the collection of the Rents or their application by Beneficiary nor the entry upon and taking possession of the Property by Beneficiary shall be deemed to cure or waive any default or waive, modify or affect any notice of default under any of the other Credit Documents or invalidate any act done pursuant to any such notice. The enforcement of any such right or remedy by Beneficiary, once exercised, shall continue for so long as Beneficiary shall elect, notwithstanding that the collection and application of the Rents may have cured the original default. If Beneficiary shall after such enforcement elect to discontinue the exercise of any such right or remedy, the same or any other right or remedy under this Deed of Trust may be reasserted at any time and from time to time following any subsequent default.

2.4. Further Assignments. Grantor agrees to give Beneficiary at any time upon demand any further or additional form of assignment or transfer of the Rents or of the Leases, as may be requested by Beneficiary, and to deliver to Beneficiary Grantor's executed copies of all Leases.

ARTICLE III
EVENTS OF DEFAULT; REMEDIES

3.1. Actions by Trustee or Beneficiary to Preserve Security. Upon the occurrence and during the continuance of an "Event of Default" (as defined in the Reimbursement Agreement), and irrespective of whether Beneficiary elects any other remedy available to it, Beneficiary and Trustee, each in its own discretion, without obligation to do so and without further notice to or demand upon Grantor and without releasing Grantor from any obligation, may undertake such acts with respect to the Property as either may deem necessary to protect Beneficiary's security under this Deed of Trust, including, without limitation, any acts required by this Deed of Trust to be undertaken by Grantor. Without limiting their general powers or the rights of Beneficiary under any other Credit Document, following the occurrence of an Event of Default, Beneficiary and Trustee shall have the right, but not the obligation, (a) to enter upon and take possession of the Property; (b) to make additions, alterations, repairs and improvements to the Property which they or either of them may consider necessary or proper to keep the Property in good condition and repair; (c) to appear and participate in any action or proceeding affecting or which may affect the security of this Deed of Trust or the rights or powers of Beneficiary or Trustee; (d) to pay, purchase, contest or compromise any encumbrance, claim, charge, lien or debt which in the judgment of either may affect or appear to affect the security of this Deed of Trust or be or appear to be superior to the lien of this Deed of Trust; (e) pay any expenses incurred or which, in Beneficiary's judgment, should be incurred in connection with the ownership, use and operation of the Property, including, without limitation, Impositions, insurance premiums and charges for utilities and maintenance; and (f) in exercising such powers, to pay necessary expenses and employ necessary or desirable consultants. Funds disbursed that, in Beneficiary's judgment, are needed to complete improvements to the Property or protect Beneficiary's security are to be deemed obligatory advances hereunder and will be added to the total indebtedness secured by this Deed of Trust.

3.2. Remedies. Upon the occurrence of any Event of Default, Beneficiary may do any of the following:

(a) terminate its obligation to disburse any amounts which remain undisbursed under the Reimbursement Agreement or to withdraw any amounts from any accounts held pursuant to the Reimbursement Agreement or any of the other Credit Documents;

(b) declare all sums secured by this Deed of Trust immediately due and payable without any presentment, demand, protest or notice of any kind;

(c) collect the Rents and either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon and take possession of the Property, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Property, make, modify, enforce, cancel or accept the surrender of any Lease, increase the income from any Lease or protect the security of this Deed of Trust and, with or without taking possession of the Property, sue for or otherwise collect the Rents, including those past due and unpaid, and apply them, less costs and expenses of operation and collection, including attorneys' fees, upon any indebtedness secured by this Deed of Trust,

all in such order as Beneficiary may determine. The entering upon and taking possession of the Property, the collection of the Rents and the application of them as provided for above shall not cure or waive any Event of Default or notice of default or invalidate any act done in response to an Event of Default or pursuant to such notice of default and, notwithstanding the continuance in possession of the Property or the collection, receipt and application of Rents, Trustee or Beneficiary shall be entitled to exercise every right provided for in any of the Credit Documents or by law upon occurrence of any Event of Default, including the right to exercise the power of sale provided below;

(d) commence an action to foreclose this Deed of Trust or specifically enforce any of the covenants contained in this Deed of Trust;

(e) exercise any of the remedies available to a secured party under the Oregon Uniform Commercial Code in such order and in such manner as Beneficiary, in its sole discretion, may determine; provided, however, that the expenses of retaking, holding, preparing for sale or the like as provided in the Uniform Commercial Code shall include attorneys' fees and other expenses of Beneficiary and Trustee and shall be additionally secured by this Deed of Trust;

(f) deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Grantor's interest in the Property to be sold;

(g) exercise all other rights and remedies provided in this Deed of Trust, in any Credit Document, or provided by law; and

(h) impose the Default Rate on all obligations secured by this Deed of Trust.

Upon request of Beneficiary, Grantor shall assemble and make available to Beneficiary at the Land any of the Property which is not located there.

3.3. Foreclosure By Power of Sale. Should Beneficiary elect to foreclose by exercise of the power of sale provided for in this Deed of Trust, Beneficiary shall notify Trustee and shall deposit with Trustee this Deed of Trust and such receipts and evidence of expenditures made and secured by this Deed of Trust as Trustee may require.

(a) Upon receipt of such notice from Beneficiary, Trustee shall cause to be recorded, published and delivered to Grantor such notice of default or election to sell as may then be required by law and by this Deed of Trust. Trustee shall, without demand on Grantor, after lapse of such time as may then be required by law and after recordation of such notice of default or after any notice of sale having been given as required by law, sell the Property at the time and place of sale fixed by it in such notice, either as a whole, or in separate lots or parcels or items as Trustee shall deem expedient, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to the purchaser or purchasers its good and sufficient deed or deeds conveying the property 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 of such matters. Any person, including, without limitation, Grantor, Trustee or Beneficiary, may

purchase at such sale and Grantor covenants to warrant and defend the title of such purchaser or purchasers.

(b) After deducting all costs, fees, and expenses of Trustee and of this Deed of Trust, including costs of evidence of title and attorneys' fees of Trustee or Beneficiary in connection with the sale, Trustee shall, subject to the requirements of applicable law, apply the proceeds of sale in such order as beneficiary shall determine in its sole and absolute discretion until satisfaction of all amounts owing under the Credit Documents with the remainder, if any, to be paid to the persons legally entitled to any such amounts.

3.4. Rescission of Notice of Default. Beneficiary, from time to time before any Trustee's sale as provided above, may rescind any notice of default and election to sell or notice of sale by executing and delivering to Trustee a written notice of such rescission, which such notice, when recorded, shall also constitute a cancellation of any prior declaration of default and demand for sale. The exercise by Beneficiary of such right of rescission shall not constitute a waiver of any breach or default then existing or subsequently occurring, or impair the right of Beneficiary to execute and deliver to Trustee, as provided above, other declarations or notices of default and demand for sale of the Property to satisfy the obligations of this Deed of Trust, nor otherwise affect any provision, covenant or condition of any Credit Document or any of the rights, obligations or remedies of Trustee or Beneficiary under this Deed of Trust or any such Credit Document.

3.5. Appointment of Receiver. If an Event of Default shall have occurred and be continuing, Beneficiary, as a matter of right and without notice to Grantor or to anyone claiming under Grantor, and without regard to the then value of the Property or Grantor's interest in it, shall have the right to apply to any court having jurisdiction to appoint a receiver of the Property, and Grantor irrevocably consents to such appointment and waives notice of any application for any such receiver. Any such receiver shall have all the usual powers and duties of a receiver in like or similar cases and all the powers and duties of Beneficiary in case of entry as provided in Section 4.1 above, and shall continue as such and exercise all such powers until the date of confirmation of the sale of the Property, unless such receivership is sooner terminated.

3.6. Remedies Not Exclusive; Waiver. Trustee and Beneficiary shall be entitled to enforce the payment and performance of any indebtedness or obligations secured by this Deed of Trust and to exercise all rights and powers under this Deed of Trust or under any other Credit Document or other agreement or any laws now or later in force, notwithstanding the fact that some or all of the indebtedness and obligations secured by this Deed of Trust may now or later be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement, whether by court action or pursuant to the power of sale or other powers, shall prejudice or in any manner affect Trustee's or Beneficiary's right to realize upon or enforce any other security held by Trustee or Beneficiary. Trustee and Beneficiary shall be entitled to enforce this Deed of Trust and any other security held by Beneficiary or Trustee in such order and manner as they may in their absolute discretion determine. No remedy conferred in this Deed of Trust upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other permitted remedy, but each shall be cumulative and shall be in addition to every other remedy permitted by law, contract or otherwise. Every power or remedy given by any of the Credit Documents to Trustee or

Beneficiary or to which either of them may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Beneficiary, and either of them may pursue inconsistent remedies. By exercising or by failing to exercise any right, option or election under this Deed of Trust, Beneficiary shall not be deemed to have waived any provision of this Deed of Trust or to have released Grantor from any of the obligations secured by this Deed of Trust unless such waiver or release is in writing and signed by Beneficiary. The waiver by Beneficiary of Grantor's failure to perform or observe any term, covenant, or condition referred to or contained in this Deed of Trust to be performed or observed by Grantor shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent failure of Grantor to perform or observe the same or any other such term, covenant or condition referred to or contained in this Deed of Trust, and no custom or practice which may develop between Grantor and Beneficiary shall be deemed a waiver of or any way affect the right of Beneficiary to insist upon the performance by Grantor of the obligations secured by this Deed of Trust in strict accordance with the terms of such obligations or of any Credit Document.

3.7. Concurrent Cure Periods. All notice and cure periods provided herein and in the Reimbursement Agreement shall run concurrently with any notice or cure periods provided by law.

ARTICLE IV MISCELLANEOUS

4.1. Successors. This Deed of Trust applies to, inures to the benefit of, and binds all parties and their successors and assigns.

4.2. Governing Law. The provisions of this Deed of Trust shall be construed according to the laws of the State of Oregon.

4.3. Severability. The invalidity of any provision of this Deed of Trust shall not affect the remaining portions of this Deed of Trust, and such remainder shall be construed as if the invalid provision had not been a part of this Deed of Trust. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the indebtedness secured by this Deed of Trust, or if the lien is invalid or unenforceable as to any part of the Property, the unsecured or partially secured portion of such indebtedness shall be completely paid prior to the payment of the remaining and secured or partially secured portion of such indebtedness, and all payments made on such indebtedness, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of such indebtedness which is not secured or fully secured by the lien of this Deed of Trust.

4.4. Notices. Any notice, demand or request required under this Deed of Trust shall be given in writing at the addresses set forth below by personal service; overnight courier; or registered or certified, first class mail, return receipt requested.

If to Grantor:

Monticelloam
600 Third Avenue, 21st Floor

New York, New York 10016
Attention: Jonathan Litt

with a copy to:

Polsinelli
150 N. Riverside Plaza, Suite 3000
Chicago, IL 60606
Attention: Lisa Katz

If to Beneficiary:

Poppy Bank
438 First Street
Santa Rosa, CA 95401
Attention: Carie Fletcher

with a copy to:

Nevers, Palazzo, Packard, Wildermuth & Wynner
31248 Oak Crest Drive, Suite 200
Westlake Village, California 91361
Attention: Carlisle G. Packard

If to the Trustee:

Old Republic Title, Ltd.
19020 33rd Ave. W. #360
Lynnwood, WA 98036

Such addresses may be changed by notice to the other parties given in the same manner as required above. Any notice, demand or request shall be deemed received as follows: (a) if sent by personal service, at the time such personal service is effected; (b) if sent by overnight courier, on the business day immediately following deposit with the overnight courier; and (c) if sent by mail, three business days following deposit in the mail.

4.5. Waiver of Remedies. By accepting payment of any amount after its due date, or an amount which is less than the amount then due, or performance of any obligation required after the date required for such performance, Beneficiary does not waive its rights either to require prompt payment or performance when due of all other amounts or obligations, or to declare a default for the failure so to pay or perform.

4.6. Trustee's Powers. At any time, without liability for doing so and without notice, upon written request of Beneficiary and presentation of the original or certified copies of this Deed of Trust for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured by this Deed of Trust or the effect of this Deed of Trust upon the remainder of the Property, Trustee may (a) reconvey any part of the Property, (b)

consent in writing to the making of any map or plat of the Property, (c) join in granting any easement on the Property, or (d) join in any extension agreement or any agreement subordinating the lien of this Deed of Trust.

4.7. Substitution of Trustee. Beneficiary may, from time to time, by a written instrument executed and acknowledged by Beneficiary and recorded in the county or counties where the Property is located, and by otherwise complying with the provisions of applicable law, substitute a successor or successors for the Trustee.

4.8. Trust Irrevocable; No Offset. The trust created by this Deed of Trust is irrevocable by Grantor. No offset or claim that Grantor now or may in the future have against Beneficiary shall relieve Grantor from paying any amounts due under the Credit Documents.

4.9. Corrections and Further Assurances. Grantor shall, upon request of Beneficiary or Trustee, promptly correct any defect, error or omission which may be discovered in the contents of this Deed of Trust or in its execution or acknowledgment, and will execute, acknowledge and deliver such further instruments and do such further acts as may be necessary or as may be requested by Beneficiary or Trustee to carry out more effectively the purposes of this Deed of Trust, to subject to the lien and security interest of this Deed of Trust any of Grantor's properties, rights or interest covered or intended to be covered by this Deed of Trust, and to perfect and maintain such lien and security interest.

4.10. Full Reconveyance. Upon written request of Beneficiary stating that all sums secured by this Deed of Trust have been paid and upon surrender to Trustee of this Deed of Trust and any other instrument requested by the Trustee for cancellation and retention and upon payment of its fees, Trustee shall fully reconvey, without warranty, the entire remaining Property then subject to this Deed of Trust. The recitals in such reconveyance of any matters of facts shall be conclusive proof of their truthfulness. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

4.11. Performance Under Other Documents. Grantor shall faithfully perform each covenant to be performed by Grantor under any lien or encumbrance, lease, sublease, instrument, declaration, covenant, condition, restriction, license, order or other agreement which affects the Property, including, without limitation, each covenant to be performed by Grantor under any mortgages and any and all other instruments pertaining to such mortgages, including the respective obligations secured thereby. A breach of or a default under any such lien, encumbrance or other instrument which Beneficiary believes may be prior and superior to the lien or charge of this Deed of Trust shall, at Beneficiary's option, constitute an Event of Default.

4.12. Amendments. Neither this Deed of Trust nor any of its terms can be waived, changed, discharged or terminated orally, except by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

4.13. Beneficiary's Advances and Costs. At Beneficiary's election, all amounts advanced or costs incurred by Beneficiary pursuant to this Deed of Trust or any applicable law shall be due and payable by Grantor upon demand by Beneficiary, shall be additional

indebtedness secured by this Deed of Trust and shall accrue interest at the Default Rate from the date advanced or incurred until paid.

4.14. Acceptance by Trustee. Trustee accepts the trust created by this Deed of Trust when it is made a public record as provided by law.

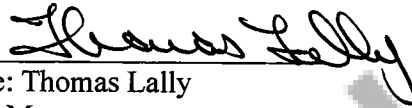
(Signatures on next page)

Unofficial
Copy

Grantor:

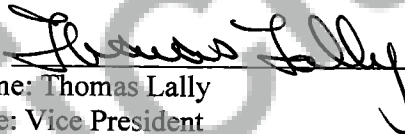
2437 KANE, LLC, a Delaware limited liability company

By: KL2 Partners, LLC, a Delaware limited liability company, its Manager

By: 
Name: Thomas Lally
Title: Manager

KLAMATH FALLS AL, LLC, a Delaware limited liability company

By: HPP OPCO Manager, Inc., a Delaware corporation, its Manager

By: 
Name: Thomas Lally
Title: Vice President

State of New York)
County of New York)

On the 20 day of March in the year 2026 before me, the undersigned, a notary public in and for said state, personally appeared Thomas Lally, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

Ilana Sheykhet
Notary Public, State of New York
Reg. No. 01SH0022987
Qualified in New York County
Commission Expires 03/29/2028

Unofficial Copy

EXHIBIT "A"

Legal Description

Tracts 14 and 17 KIELSMEIER ACRE TRACTS, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

Unofficial
Copy