

2015-010777

Klamath County, Oregon

09/30/2015 02:51:01 PM

Fee: \$107.00

Recording requested by, and
when recorded return to:

Parker, Hudson, Rainer & Dobbs LLP
1500 Marquis Two Tower
285 Peachtree Center Avenue, N.E.
Atlanta, Georgia 30303
Attention: Kathleen O. Currey, Esq.

**SECOND AMENDMENT TO LINE OF CREDIT DEED OF TRUST,
ASSIGNMENT OF RENTS AND FIXTURE FILING**

Cover Sheet

(LINE OF CREDIT INSTRUMENT)

DATE: Executed on September 22, 2015, effective as of September 23, 2015

GRANTOR: Peterson Machinery Co., an Oregon corporation

GRANTOR'S ADDRESS: 4421 N.E. Columbia Boulevard, Portland, Oregon 97218

TRUSTEE: First American Title Company

TRUSTEE'S ADDRESS: 222 SW Columbia, 4th Floor, Portland, Oregon 97201

BENEFICIARY: Caterpillar Financial Services Corporation, a Delaware corporation, as collateral agent for DCAT, LLC, a Delaware limited liability company, and for itself

BENEFICIARY'S ADDRESS: 2120 West End Avenue, P.O. Box 340001, Nashville, Tennessee 37203

MAXIMUM PRINCIPAL AMOUNT THAT MAY BE ADVANCED: \$460,000,000.00

LATEST MATURITY DATE: September 23, 2020

COUNTY: Klamath County

STATE: Oregon

RECORD OWNER OF LAND: Peterson Machinery Co., an Oregon corporation

FILED: ACS-418195-2

SECOND AMENDMENT TO CREDIT LINE DEED OF TRUST,
ASSIGNMENT OF RENTS AND FIXTURE FILING

THIS SECOND AMENDMENT TO CREDIT LINE DEED OF TRUST, ASSIGNMENT OF RENTS AND FIXTURE FILING (this "Amendment"), executed on September 22, 2015, and effective as of September 23, 2015, by and between **PETERSON MACHINERY CO.**, an Oregon corporation, as grantor ("Grantor"), and **CATERPILLAR FINANCIAL SERVICES CORPORATION**, a Delaware corporation, as collateral agent for DCAT, LLC, a Delaware limited liability company, and for itself (together with its successors and assigns, "Beneficiary").

RECITALS:

Grantor, certain of Grantor's affiliates (such affiliates, together with Grantor, each an "Obligor" and collectively the "Obligors"), and Beneficiary previously entered into that certain Amended, Restated and Consolidated Loan Agreement dated November 16, 2011 (as at any time amended, supplemented or otherwise modified prior to the date hereof, the "Existing Loan Agreement"). Beneficiary made certain secured term loans and revolving credit loans to Obligors pursuant to the Existing Loan Agreement.

To secure Obligors' obligations under the Existing Loan Agreement and the other Loan Documents (as defined in the Existing Loan Agreement), Grantor executed and delivered in favor of Beneficiary that certain Deed of Trust, Assignment of Rents and Fixture Filing dated June 29, 2010, and effective as of July 2, 2010, recorded July 6, 2010, as Document number 2010-008111 in the Official Records of Klamath County, Oregon (the "Original Deed of Trust"), as amended by that certain First Amendment to Line of Credit Deed of Trust, Assignment of Rents and Fixture Filing dated November 14, 2011 and effective as of November 16, 2011, recorded November 18, 2011, as Document number 2011-012935 in the Official Records of Klamath County, Oregon (the "Existing Deed Amendment"; the Original Deed of Trust, as amended by the Existing Deed Amendment, the "Existing Deed of Trust"), pursuant to which Grantor conveyed to Beneficiary a lien upon certain real property and improvements of Grantor lying and being in Klamath County, Oregon, as more particularly described therein and on Exhibit A attached hereto, as security for the Secured Obligations (as defined in the Existing Deed of Trust).

The Existing Loan Agreement is being amended and restated in its entirety pursuant to that certain Second Amended, Restated and Consolidated Loan Agreement dated on or about the date hereof, among Grantor, the other Obligors and Beneficiary (the Existing Loan Agreement, as so amended and restated, and as hereafter amended, restated, supplemented or otherwise modified, the "Loan Agreement"). A condition to the effectiveness of the Loan Agreement is Grantor's execution and delivery of this Amendment.

NOW, THEREFORE, for and in consideration of the premises, TEN DOLLARS (\$10.00) in hand paid and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. All capitalized terms used in this Amendment, unless otherwise defined herein, shall have the meaning ascribed to such terms in the Loan Agreement.

2. Amendments to Deed of Trust. The Deed of Trust is hereby amended as follows:

(a) By deleting the reference to "Caterpillar Financial Services Corporation, a Delaware corporation (together with its successors and assigns, "Beneficiary")" in the first paragraph on the first page of the Existing Deed of Trust and by substituting in lieu thereof a reference to "Caterpillar Financial Services Corporation, a Delaware corporation, as collateral

agent for DCAT, LLC, a Delaware limited liability company ("DCAT"), and for itself (together with its successors and assigns in such capacities, "Beneficiary").

(b) By deleting the second, third, fourth, fifth, sixth, seventh and eighth paragraphs of the Existing Deed of Trust (i.e., the text of the Existing Deed of Trust included in Section 2(c) of the Existing Deed Amendment) and by substituting in lieu thereof the following:

Grantor, certain of Grantor's affiliates (such affiliates, together with Grantor, each an "Obligor" and collectively the "Obligors"), and Beneficiary previously entered into that certain Amended, Restated and Consolidated Loan Agreement dated November 16, 2011 (as heretofore amended, restated, supplemented or otherwise modified from time to time, the "Existing Loan Agreement").

Pursuant to the Existing Loan Agreement and the Notes (as defined in the Existing Loan Agreement), (a) on November 16, 2011, Beneficiary continued certain secured term loans and made certain additional secured term loans to Obligors, which continued and new term loans had, on such date, an aggregate outstanding principal balance of \$164,665,952.80, and (b) established revolving line of credit facilities in an aggregate principal amount not to exceed at any time outstanding \$313,360,000.

To secure Obligors' obligations under the Existing Loan Agreement and the other documents executed in connection therewith, Grantor executed and delivered to Beneficiary this Deed of Trust, Assignment of Rents and Fixture Filing dated June 29, 2010, and effective as of July 2, 2010, recorded July 6, 2010, as Document number 2010-008111 in the Official Records of Klamath County, Oregon, as amended by that certain First Amendment to Line of Credit Deed of Trust, Assignment of Rents and Fixture Filing dated November 14, 2011 and effective as of November 16, 2011, recorded November 18, 2011, as Document number 2011-012935 in the Official Records of Klamath County, Oregon (as at any time further amended, restated, supplemented or otherwise modified, the "Deed of Trust").

Grantor and the other Obligors are also a party to a certain General Continuing Guaranty dated June 10, 2011, made by Grantor, the other Obligors and certain other persons in favor of Beneficiary (at any time amended, restated, supplemented or otherwise modified, the "Existing Guaranty"), pursuant to which Grantor and the other Obligors jointly and severally guaranteed the payment and performance of certain obligations owing to Beneficiary by Peterson Trucks, Inc., a California corporation ("Trucks"), an affiliate of Obligors.

The Existing Loan Agreement is being amended and restated in its entirety pursuant to that certain Second Amended, Restated and Consolidated Loan Agreement dated September 23, 2015, among Obligors and Beneficiary (the Existing Loan Agreement, as so amended and restated, and as hereafter amended, restated, modified or supplemented, the "Loan Agreement").

The Existing Guaranty is being amended and restated in its entirety pursuant to that certain Amended, Restated and Consolidated Continuing Guaranty Agreement dated September 23, 2015, made by Grantor, the other Obligors and certain other persons in favor of Beneficiary (the Existing

Guaranty, as so amended, restated and consolidated, and as hereafter amended, restated, modified or supplemented, the "Guaranty").

Pursuant to a certain Loan Agreement dated November 16, 2011, together with that certain Amendment and Restatement Number 7 to Addendum I to Loan Agreement dated September 23, 2015 (as so amended, and as at any time further amended, restated, supplemented or otherwise modified, together with all exhibits, riders and schedules thereto, the "DCAT Loan Agreement"), by and among DCAT and Peterson Holding Company, a California corporation and affiliate of Grantor ("Holding"), Grantor, and the other Obligors, (i) DCAT may make certain loan advances on a revolving secured basis in an aggregate outstanding principal balance not to exceed at any time outstanding \$210,000,000, and (ii) Grantor and the other Obligors guaranteed all of the obligations of Holding to DCAT.

Pursuant to the DCAT Loan Agreement, DCAT has appointed Beneficiary as collateral agent on behalf of DCAT for purposes of securing the obligations of Holding, Grantor and the other Obligors under the DCAT Loan Agreement.

The Loan Agreement, the DCAT Loan Agreement, the Guaranty, this Deed of Trust and the other instruments and documents executed by Obligors in connection with the Loan Agreement and the DCAT Loan Agreement are referred to collectively in this Deed of Trust as the "Loan Documents."

Pursuant to the Loan Agreement, Beneficiary will, subject to the terms and conditions contained therein:

(a) continue (and amend certain terms of) the secured term loans outstanding under the Existing Loan Agreement immediately prior to the closing of the Loan Agreement and make new delayed draw term loans, in each case, as Borrowing Base Term Loans in an aggregate principal amount not to exceed \$185,000,000 at any time outstanding;

(b) continue (and amend certain terms of) a portion of the revolving line of credit loans outstanding under the Existing Loan Agreement immediately prior to the closing of the Loan Agreement as Real Estate Borrowing Base Revolver Loans pursuant to an amended and restated real estate revolving line of credit in an aggregate principal amount not to exceed \$25,000,000.

Grantor, in order to secure the indebtedness owing by Grantor, Trucks and the other Obligors to Beneficiary and DCAT, and in order to induce Beneficiary and DCAT to extend credit to Grantor, Trucks and the other Obligors on the strength and security provided by this Deed of Trust, has agreed to execute and deliver this Deed of Trust.

(c) By deleting Section 2 of the Existing Deed of Trust and by substituting in lieu thereof the following:

2. Obligations Secured. This Deed of Trust secures the performance of each of the following obligations (collectively, the "Secured Obligations"):

(a) All indebtedness (including, without limitation, all principal, interest, fees and other charges) now or at any time or times hereafter

owing by Grantor and the other Obligor (or any of them) to Beneficiary under the Loan Agreement, on account of:

- (i) loans and extensions of credit made or to be made by Beneficiary to Grantor and the other Obligor on a revolving basis up to a maximum principal amount of the Real Estate Borrowing Base Revolver Loans outstanding at any time equal to TWENTY FIVE MILLION AND NO/100 DOLLARS (\$25,000,000.00); and
- (ii) term loans by Beneficiary to Grantor and the other Obligor as evidenced by that certain Initial Borrowing Base Term Loan Note and the Additional Borrowing Base Term Notes in the maximum principal amount outstanding at any time equal to ONE HUNDRED EIGHTY-FIVE MILLION AND NO/100 DOLLARS (\$185,000,000.00);
- (b) All indebtedness at any time owing under any extensions, renewals, modifications, replacements or consolidations of any of the foregoing;
- (c) All indebtedness, liabilities and obligations of Grantor and the other Obligor to Beneficiary now or hereafter owing under the Guaranty, including, without limitation, the guaranty of payment of all loans and extensions of credit made from time to time by Beneficiary to Trucks in an aggregate principal amount not to exceed \$40,000,000 at any time, in Beneficiary's discretion, on a revolving basis;
- (d) All indebtedness, liabilities and obligations of Grantor and the other Obligor to Beneficiary or DCAT now or hereafter owing under the DCAT Loan Agreement, including, without limitation, the guaranty of payment of all loans and extensions of credit made from time to time by DCAT to Holding in an aggregate principal amount not to exceed \$210,000,000 at any time, on a revolving basis;
- (e) Any and all advances made by Beneficiary to protect or preserve the Property or the security interest or lien created hereby on the Property, or for Impositions (as defined below) or insurance premiums as hereinafter provided or for performance of any of Grantor's obligations hereunder or for any other purpose provided herein (whether or not Grantor remains the owner of the Property at the time of such advances);
- (f) All other Obligations at any time owing by Grantor or any other Obligor to Beneficiary or DCAT, however and whenever incurred or evidenced, whether express or implied, direct or indirect, absolute or contingent, or due or to become due, and all renewals, modifications, consolidations, replacements and extensions thereof; and
- (g) All costs of collection of any of the foregoing Secured Obligations, including reasonable attorneys' fees and court costs if such indebtedness is collected by or through an attorney at law.

The obligations and liabilities of Grantor and certain other Obligors pursuant to that certain Environmental Indemnity Agreement dated July 2, 2010, and executed by Grantor and certain other Obligors in favor of Beneficiary, as amended and restated by that certain Amended and Restated Environmental Indemnity Agreement dated November 16, 2011, and as further amended and restated by that certain Second Amended and Restated Environmental Indemnity Agreement dated September 23, 2015 (as at any time amended, restated, supplemented or otherwise modified, the "Environmental Indemnity Agreement") are not secured by this Deed of Trust and are a separate and independent obligation.

(d) By deleting Section 12 of the Existing Deed of Trust and by substituting in lieu thereof the following:

12. Future Advances. This Deed of Trust is given to secure not only the existing Indebtedness, but also future advances (whether such advances are obligatory or are made at the option of either Beneficiary or DCAT or otherwise) made by (a) Beneficiary under the Loan Agreement, (b) Beneficiary under the financing agreements between Beneficiary and Trucks (the obligations of which are guaranteed by Grantor pursuant to the Guaranty), (c) DCAT under the DCAT Loan Agreement to Holding (the obligations of which are guaranteed by Grantor pursuant to the DCAT Loan Agreement), or Beneficiary under this Deed of Trust, to the same extent as if such future advances were made on the date of the execution of this Deed of Trust.

3. Reference to Loan Agreement. Upon the effectiveness of this Amendment, each reference in the Existing Deed of Trust to the term "Loan Agreement," shall mean and be a reference to the Loan Agreement, as such term is amended by this Amendment.

4. Reference to Instrument. Upon the effectiveness of this Amendment, each reference in the Existing Deed of Trust to "this Deed of Trust," "hereunder," "hereof," or words of like import shall mean and be a reference to the Existing Deed of Trust, as amended by this Amendment and as further amended, restated, supplemented or otherwise modified.

5. Reference to Beneficiary. Upon the effectiveness of this Amendment, each reference in the Existing Deed of Trust to the term "Beneficiary" shall mean and be a reference to Beneficiary, as such term is defined in this Amendment.

6. No Other Change. Except as herein expressly amended, each and every term, condition, warranty and provision of the Existing Deed of Trust, as amended hereby, shall remain in full force and effect, and such are hereby ratified, confirmed and approved by the parties hereto. Nothing herein shall operate as a waiver of any right, power or remedy of Trustee or Beneficiary under the Existing Deed of Trust, as amended hereby, or constitute a waiver of any provision of the Existing Deed of Trust, as amended hereby, or be construed to alter or affect the priority of the lien or title created by the Existing Deed of Trust, as amended hereby, it being the expressly declared intention of the parties hereto that no novation of the Loan Documents (as defined in the Loan Agreement, after giving effect to this Amendment) be created hereby.

7. Ratification; Reaffirmation. Grantor hereby ratifies and reaffirms the Existing Deed of Trust, as amended hereby, and all of Grantor's covenants, duties and liabilities thereunder.

8. Acknowledgments and Stipulations. Grantor acknowledges and stipulates that the Existing Deed of Trust, as amended hereby, is a valid, legal and binding obligation of Grantor that is enforceable against Grantor in accordance with the terms thereof; and all of the Secured Obligations are owing and payable by Grantor to Beneficiary or DCAT, as applicable, without defense, offset or counterclaim (and to the extent there exists any such defense, offset or counterclaim on the date hereof, the same is hereby waived by Grantor).

9. Representations and Warranties. Grantor represents and warrants to Beneficiary, to induce Beneficiary to enter into this Amendment, that this Amendment has been duly executed and delivered by Grantor; and except as may have been disclosed in writing by Grantor to Beneficiary prior to the date hereof, all of the representations and warranties made by Grantor in the Existing Deed of Trust, as amended hereby, are true and correct on and as of the date hereof.

10. Entire Agreement. This Amendment and the Existing Deed of Trust, as amended hereby, set forth the entire understanding of the parties with respect to the matters set forth herein, and shall supersede any prior negotiations, commitment letters, or agreements, whether written or oral, with respect to such matters.

11. Binding Effect. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors, legal representatives and assigns.

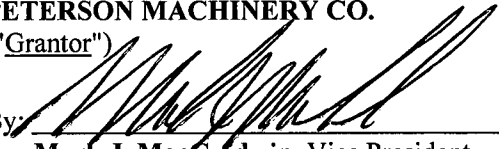
12. Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute one and the same instrument.

13. Governing Law. This Amendment shall be governed by and construed and enforced in accordance with the laws of the State of Oregon.

[Signatures begin on following page]

IN WITNESS WHEREOF, this Amendment is executed as of the date(s) acknowledged below, but shall be made effective as of the day and year first above written.

PETERSON MACHINERY CO.
("Grantor")

By: 
Mark J. MacGuidwin, Vice President,
Chief Financial Officer and Secretary

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of September, 2015, by **Mark J. MacGuidwin**, the Vice President, Chief Financial Officer and Secretary of Peterson Machinery Co., an Oregon corporation, on behalf of said corporation.

Notary Public in and for the State of _____

My Commission Expires: _____

[Signatures continue on the following page]

See attached California All-Purpose Acknowledgment.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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.

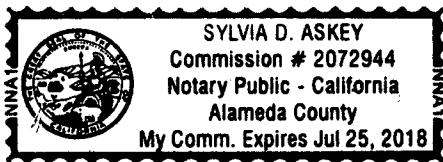
State of California)

County of Alameda)On 9/14/15 before me, Sylvia D. Askey, Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared Mark J. MacGidwin
Name(s) of Signer(s)

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 Sylvia D. Askey
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

**CATERPILLAR FINANCIAL SERVICES
CORPORATION**, for itself and as collateral agent for
DCAT, LLC

("Beneficiary")

By: [Signature]
Name: David Broderick
Title: Credit Manager

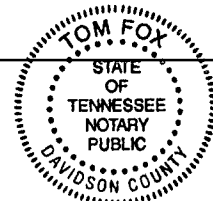
ACKNOWLEDGMENT

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

The foregoing instrument was acknowledged before me this 17th day of September, 2015, by
DAVID BRODERICK, the CREDIT MANAGER of Caterpillar Financial Services Corporation, a
Delaware corporation, on behalf of said corporation.

[Signature]
Notary Public in and for the State of TN

My Commission Expires: _____



My Commission Expires JULY 3, 2017

EXHIBIT A

Klamath County, Oregon

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

PARCEL ONE:

A PARCEL OF LAND IN SECTION 33, TOWNSHIP 38 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SOUTH SIXTH STREET WHICH BEARS S 55°08'50" E 594.48 FEET FROM THE WEST 1/4 OF SECTION 33; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE S 27°06'50" E 122.14 FEET; THENCE S 03°41'00" E 252.00 FEET; THENCE S 34°49'00" W 15.00 FEET; THENCE S 55°11'00" E 150.00 FEET; THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE S 34°49'00" W 623.06 FEET TO A POINT; THENCE 223.35 FEET ALONG THE ARC OF A 467.00 FOOT RADIUS CURVE TO THE RIGHT, THE LONG CHORD OF WHICH BEARS N 25°31'17" W 221.24 FEET AND HAVING A DELTA ANGLE OF 27°22'04"; THENCE 555.49 FEET ALONG THE ARC OF 686.05 FOOT RADIUS CURVE TO THE RIGHT, THE LONG CHORD OF WHICH BEARS N 11°21'30" E 540.44 FEET AND HAVING A DELTA ANGLE OF 46°23'30"; THENCE N 34°33'14" E 211.60 FEET; THENCE 76.23 FEET ALONG THE ARC OF A 487.68 FOOT RADIUS CURVE TO THE LEFT, THE LONG CHORD OF WHICH BEARS N 30°04'34" E 76.15 FEET AND HAVING A DELTA ANGLE OF 08°57'21" TO THE POINT OF BEGINNING

TOGETHER WITH:

PARCEL 2:

A NONEXCLUSIVE EASEMENT FOR SEWER DRAINAGE PURPOSES AS CONTAINED IN THAT CERTAIN DECLARATION OF PRIVATE EASEMENT BY PETERSON MACHINERY CO., DATED APRIL 15, 2010, RECORDED ON APRIL 20, 2010 AS INSTRUMENT NO. 2010-04745, RECORDS OF KLAMATH COUNTY, OREGON OVER THE FOLLOWING DESCRIBED LAND: A PORTION OF THE LAND SITUATED IN THE SW ¼ OF SECTION 33, TOWNSHIP 38 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING A PORTION OF A RAILROAD SPUR AS SHOWN ON THE CENTRAL PACIFIC RAILWAY MAP V-1/S5-D, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE W1/4 CORNER OF SAID SECTION 33, THENCE NORTH 00°00'49" EAST, 69.37 FEET; THENCE SOUTH 55°27'00" EAST, 407.10 FEET; THENCE SOUTH 10°46'30" WEST, 10.93 FEET; THENCE SOUTH 49°37'44" EAST, 197.05 FEET; THENCE ALONG THE ARC OF A NON-TANGENT 467.68 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 03°03'47" (THE LONG CHORD OF WHICH BEARS SOUTH 22°58'05" WEST, 25.00 FEET) AN ARC DISTANCE OF 25.00 FEET TO THE NORTHWEST CORNER OF THE PROPERTY DESCRIBED IN D.V. 2009-011407 AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 40°26'39" EAST, 21.98 FEET TO THE NORTHEAST CORNER OF THE PROPERTY DESCRIBED IN D.V. 2009-011407; THENCE ALONG THE EASTERLY BOUNDARY LINE OF THE PROPERTY DESCRIBED IN D.V. 2009-0011407, ALONG THE ARC OF A 487.68 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 08°57'21" (THE LONG CHORD OF WHICH BEARS SOUTH 30°04'20" WEST, 76.15 FEET) AN ARC DISTANCE OF 76.23 FEET; THENCE ALONG SAID EASTERLY BOUNDARY LINE, SOUTH 34°33'00" WEST, 23.90 FEET, THENCE LEAVING SAID EASTERLY BOUNDARY LINE, NORTH 55°27'00" WEST, 20.00

FEET TO A POINT ON THE WESTERLY BOUNDARY LINE OF THE PROPERTY DESCRIBED IN D.V. 2009-011407; THENCE ALONG SAID WESTERLY BOUNDARY LINE, NORTH 34°33'00" EAST, 23.90 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID WESTERLY BOUNDARY LINE, ALONG THE ARC OF A 467.68 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 10°03'01" (THE LONG CHORD OF WHICH BEARS SOUTH 29°31'29" EAST, 81.93 FEET) AN ARC DISTANCE OF 82.04 FEET TO THE TRUE POINT OF BEGINNING, WITH BEARINGS BASED ON KLAMATH COUNTY SURVEY 7682. SAID PARCEL 2 BEING A PORTION OF THAT CERTAIN LAND CONVEYED TO PETERSON MACHINERY CO. BY UNION PACIFIC RAILROAD COMPANY BY QUITCLAIM DEED RECORDED AUGUST 25, 2009 AS INSTRUMENT NO. 2009-011407, RECORDS OF KLAMATH COUNTY.