

2017-013335  
Klamath County, Oregon  
11/17/2017 03:59:51 PM  
Fee: \$237.00

RECORDING REQUESTED BY:  
AND AFTER RECORDING RETURN TO:

Baker & McKenzie LLP  
Two Embarcadero Center, 11th Floor  
San Francisco, California 94111, USA  
Attn: Evelyn M. Kim, Esq.

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**LINE OF CREDIT INSTRUMENT**

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BLY SOLAR CENTER, LLC  
("Grantor")

To

STEWART TITLE COMPANY  
("Trustee")

for the benefit of

SOLAR CONSTRUCTION LENDING, LLC  
("Beneficiary")

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**LEASEHOLD AND EASEMENT DEED OF TRUST, SECURITY AGREEMENT  
AND FIXTURE FILING**

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**STATUTORY NOTICES:**

- A. Maximum principal amount to be advanced: Fifty-Five Million Dollars (\$55,000,000). The maximum principal amount to be advanced may be exceeded by advances to complete construction pursuant to ORS 86.155(2)(c).
- B. Scheduled Maturity Date: September 17, 2018
- C. The address of the entity holding a lien or other interest created by this instrument is: 3600 O'Donnell Street, Suite 600, Baltimore, Maryland 21224.

**NOTICE TO RECORDER: THIS DOCUMENT CONSTITUTES A FIXTURE FILING  
IN ACCORDANCE WITH THE UNIFORM COMMERCIAL CODE**

## LEASEHOLD AND EASEMENT DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING

This **LEASEHOLD AND EASEMENT DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING** (together with all amendments and supplements hereto, the "**Deed of Trust**"), is executed as of the 17<sup>th</sup> day of November, 2017, by **BLY SOLAR CENTER, LLC**, as grantor, an Oregon limited liability company, with a principal place of business and mailing address of c/o GCL New Energy (OR) I, LLC, Attn: General Counsel, Bishop Ranch 15, 12667 Alcosta Blvd., Suite 400, San Ramon CA 94583 and an organization number of 1003605-93 (the "**Grantor**") to **STEWART TITLE COMPANY** (the "**Trustee**"), for the benefit of **SOLAR CONSTRUCTION LENDING, LLC**, as beneficiary, a Delaware limited liability company, with a principal place of business and mailing address of 3600 O'Donnell Street, Suite 600, Baltimore, Maryland 21224 (the "**Beneficiary**").

### RECITALS:

WHEREAS, Grantor holds (i) a leasehold interest in certain real property located in Klamath County, Oregon and more fully described in Exhibit A hereto (the "**Leased Premises**"), and (ii) easement interests in certain real property located in Klamath County, Oregon and more fully described in Exhibit A hereto (the "**Leased Easement Premises**"), pursuant to that certain Solar Energy Site Lease Agreement (the "**Lease**") dated as of September 30, 2016, by and between David M. Cowan and Theresa E. Cowan (collectively, the "**Landlord**") and Grantor, as evidenced of record by that certain Memorandum of Solar Energy Site Lease Agreement dated January 21, 2017, and recorded in the Official Records of Klamath County, Oregon, on February 7, 2017, as Instrument No. 2017-001225.

WHEREAS, Grantor holds an easement interest in certain real property located in Klamath County, Oregon and more fully described in Exhibit B hereto ("**Easement Area 1**") pursuant to that certain Grant of Easement and Easement Agreement for Access ("**Easement 1**") dated January 25, 2017, by and between David M. Cowan ("**Easement Counterparty 1**") and Grantor, which was recorded in the Official Records of Klamath County, Oregon, on February 7, 2017, as Instrument No. 2017-001227;

WHEREAS, Grantor holds an easement interest in certain real property located in Klamath County, Oregon and more fully described in Exhibit C hereto ("**Easement Area 2**") pursuant to that certain Grant of Easement and Easement Agreement for Access ("**Easement 2**") dated January 25, 2017, by and between David M. Cowan and Theresa E. Cowan (collectively, "**Easement Counterparty 2**") and Grantor, which was recorded in the Official Records of Klamath County, Oregon, on February 7, 2017, as Instrument No. 2017-001226;

WHEREAS, Grantor holds an easement interest in certain real property located in Klamath County, Oregon and more fully described in Exhibit D hereto ("**Easement Area 3**") pursuant to that certain Grant of Easement and Easement Agreement for Access ("**Easement 3**") dated January 25, 2017, by and between Vincent Cowan ("**Easement Counterparty 3**") and Grantor, which was recorded in the Official Records of Klamath County, Oregon, on February 10, 2017, as Instrument No. 2017-001455;

WHEREAS, Grantor holds an easement interest in certain real property located in Klamath County, Oregon and more fully described in Exhibit E hereto ("**Easement Area 4**") pursuant to that certain Grant of Easement and Easement Agreement for Transmission Facilities ("**Easement 4**") dated November 9, 2016, by and between Robert E. Martin ("**Easement Counterparty 4**") and Grantor, which was recorded in the Official Records of Klamath County, Oregon, on November 18, 2016, as Instrument No. 2016-012335;

WHEREAS, Grantor holds an easement interest in certain real property located in Klamath County, Oregon, and more fully described in Exhibit F hereto ("**Easement Area 5**"; and together with Easement Area 1, Easement Area 2, Easement Area 3, and Easement Area 4, the "**Easement Premises**"; the Leased Premises, the Leased Easement Premises and the Easement Premises are collectively referred to herein as the "**Premises**") pursuant to that certain Grant of Easement and Easement Agreement for Transmission Facilities ("**Easement 5**"; and together with Easement 1, Easement 2, Easement 3, and Easement 4, the "**Easements**"; the Lease and the Easements are collectively referred to herein as the "**Lease and Easement Agreements**") dated January 11, 2017, by and between Donald R. & Sharon Wessel (collectively, "**Easement Counterparty 5**"; and together with Easement Counterparty 1, Easement Counterparty 2, Easement Counterparty 3, and Easement Counterparty 4, the "**Easement Counterparties**"; the Landlord and the Easement Counterparties are collectively referred to herein as the "**Fee Owners**") and Grantor, which was recorded in the Official Records of Klamath County, Oregon on January 24, 2017, as Instrument No. 2017-000687;

WHEREAS, Beneficiary and GCL New Energy (OR) I, LLC, a Delaware limited liability company ("**Borrower**") have entered into a Construction Loan Agreement of even date herewith (as the same may be extended, renewed, modified or amended, the "**Loan Agreement**"), pursuant to which Beneficiary has agreed to advance a loan to Borrower in the maximum aggregate principal amount of Fifty-Five Million Dollars (\$55,000,000) (the "**Loan**"), certain proceeds of which will be used for the construction and development of a Solar Project on the Premises, and Borrower has executed a Promissory Note of even date herewith for the benefit of Beneficiary in the face amount of the Loan (as the same may be extended, renewed, modified or amended, the "**Note**");

WHEREAS, Grantor has executed a Guaranty Agreement in favor of Beneficiary dated as of even date herewith (as the same may be extended, renewed, modified or amended, the "**Guaranty**") (the Note, together with the Loan Agreement, this Deed of Trust, the Guaranty, the Security Agreement and other Loan Documents (as defined in the Loan Agreement) are hereinafter collectively referred to as the "**Loan Documents**"); and

WHEREAS, Grantor is solely owned by Borrower and will benefit from the Loan made by Beneficiary to Borrower.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to secure: (i) the payment and performance by Borrower of its obligations under the Loan Agreement; (ii) the performance by Grantor of its obligations under the Guaranty and under the Security Agreement (as defined in the Loan Agreement); (iii) the payment of all sums payable on the Note; (iv) the performance by Borrower of every term, covenant, condition and provision of

the Loan Documents; (v) the payment and performance by Borrower and/or Grantor, as applicable, of any other indebtedness, liability or obligation of such parties to Beneficiary now or hereafter arising under the terms hereof or under any other instrument constituting additional security for the Loan Documents; and (vi) the “**Obligations**” as defined in the Loan Agreement (the obligations set forth in clauses (i), (ii), (iii), (iv), (v) and (vi) above are hereinafter collectively referred to as the “**Secured Obligations**”), Grantor hereby grants a security interest in, and by these presents does also grant WITH MORTGAGE COVENANTS as herein provided unto Beneficiary, its successors and assigns, all of Grantor’s estate, right, title and interest in, to and under the Lease and Easement Agreements, and the Property (defined below) subject only to matters of record as of the date of this Deed of Trust, as follows:

GRANTING CLAUSE:

Grantor does hereby irrevocably mortgage, grant, bargain, sell, pledge, assign, warrant, transfer, convey and grant a security interest to Trustee, its successors and assigns, in trust for Beneficiary and its successors and assigns, the following property, rights, interests and estates now owned, or hereafter acquired by Grantor (collectively, the “**Property**”):

(a) Land. Grantor’s leasehold or easement interest, as applicable, in the real property described in Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, and Exhibit F attached hereto and made a part hereof (the “**Land**”);

(b) Lease and Easement Agreements. All of the rights, privileges and prerogatives of Grantor, as tenant or grantee, as applicable, under the Lease and Easement Agreements, to terminate, cancel, modify, change, supplement, alter or amend the Lease and Easement Agreements and all extensions and renewals of the term of the Lease and Easement Agreements, together with any and all other, further or additional title, estates, interests or rights which may at any time be acquired by Grantor in or to the Premises. The entire right, title and interest of Grantor, as tenant or grantee, as applicable, under the Lease and Easement Agreements, in and to all compensation, judgments, damages, settlements, rights of action, proceeds of any award or claims, whether at law, in equity or otherwise, payable to Grantor, as tenant or grantee, as applicable, under the Lease and Easement Agreements, if any, resulting from or in connection with (i) any damage to, loss of, trespass on, interference with, destruction of or failure to support the Property; (ii) any taking of the Property, any part thereof or interest therein, or damage to or loss of the Property, any part thereof or interest therein from any governmental action not constituting a taking or (iii) any similar claim, demand, proceeding or action of any sort for interference with the rights of Grantor to and in the Property;

(c) Lease and Easement Agreements Continued. All right, title and interest of Grantor under the Lease and Easement Agreements in and to all extensions, improvements, betterments, renewals, replacements, restorations, repairs or substitutions of the Property and all additions and appurtenances thereto, including without limitation all parts, materials and labor used in connection with the construction, assembling, placement, installation and making thereof;

(d) Additional Land. All additional lands, estates and development rights hereafter acquired by Grantor for use in connection with the Land and the development of the Land and all

additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of this Deed of Trust;

(e) Improvements. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land, including without limitation, the Solar Project to be constructed on the Premises (collectively, the “**Improvements**”);

(f) Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land, the Premises and the Improvements and the reversions and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, rights of dower, rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Grantor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(g) Equipment. All materials, machinery, furnishings, supplies, equipment, fixtures (including “fixtures” as defined in the UCC), apparatus and other items of personal property now owned or hereafter acquired by Grantor and now or hereafter attached to, installed in or used in connection with any of the Improvements or the Land, including, without limitation, all goods, machinery, equipment, fixtures, furnishings, building materials and tangible personal property of every kind now or hereafter located on, attached to or incorporated in and used in connection with the operation of the Property whether now owned or hereafter acquired by Grantor including, without being limited to: all structures, fixtures and appliances now or hereafter placed on the Premises, or used therewith; any and all photovoltaic equipment or property related to the support, operation, maintenance and connected in any way to that photovoltaic project installed or placed, or to be installed or placed thereon, including without limitation any and all panels, inverters, meters, wiring, interconnection equipment, foundation support for said photovoltaic equipment, (all of which goods, equipment, fixtures, building materials and tangible personal property, including accessories and additions thereto and replacements thereof, are herein collectively called “**Equipment**”). All Equipment, but only to the extent constituting fixtures or improvements to the real estate, shall be deemed to be a part of the Property as between the parties hereto, their successors and assigns and all persons claiming by, through or under them and shall be deemed to be a portion of the security for the Secured Obligations and to be subject to this Deed of Trust (it is intended by Grantor and Beneficiary that this Deed of Trust be effective as a financing statement filed as a fixture filing from the date of recording of this Deed of Trust with the Official Records in the County in which the Premises are located);

(h) Licenses and Rights. All of Grantor’s right, title and interest to exercise Grantor’s rights and remedies under any and all of the licenses, permits, contracts, contract rights, warranties, development rights, agreements, consents and approvals, whether heretofore or hereafter issued or executed, by and between Grantor and all boards, agencies and departments, governmental or otherwise or other persons or entities, relating to the Property or any part thereof (“**Licenses and Rights**”), all to the extent assignable.

(i) Leases and Rents. All leases, subleases, subsubleases, lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of the Land and the Improvements, and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into, whether before or after the filing by or against Grantor of any petition for relief under any applicable law (collectively, the “**Leases**”) and all right, title and interest of Grantor, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Grantor or its agents or employees from any and all sources arising from or attributable to the Property, including, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use or operation of the Property by Grantor, Borrower or any Affiliate, and proceeds, if any, from business interruption or other loss of income insurance whether paid or accruing before or after the filing by or against Grantor of any petition for relief under any applicable laws (collectively, the “**Rents**”) and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Secured Obligations;

(j) Casualty Insurance Proceeds. All Casualty Insurance Proceeds in respect of the Property under any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;

(k) Eminent Domain/Condemnation Proceeds. All Condemnation Proceeds, including interest thereon, which may heretofore and hereafter be made with respect to the Property by reason of an Event of Eminent Domain, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property, to the extent not otherwise the property of a Fee Owner pursuant to the terms of the Lease and Easement Agreements;

(l) Tax Certiorari. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

(m) Rights. The right, in the name and on behalf of Grantor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or

proceeding to protect the interest of Trustee and Beneficiary in the Property all as more particularly described herein and in the Loan Agreement;

(n) Conversion. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing items set forth in subsections (a) through (m) including, without limitation, Casualty Insurance Proceeds and Condemnation Proceeds, into cash or liquidation claims; and

(o) Other Rights. Any and all other rights of Grantor in and to the items set forth in subsections (a) through (n) above.

**All capitalized terms used herein and not otherwise defined shall have the same meaning given to them in the Lease and Easement Agreements, and if not defined therein, in the Loan Agreement.**

TO HAVE AND TO HOLD the above granted and described Property unto Trustee for and on behalf of the Beneficiary and to the use and benefit of the Beneficiary and its successors and assigns, forever; IN TRUST, WITH POWER OF SALE, to secure payment to Beneficiary of the Secured Obligations at the time and in the manner provided for its payment in the Note and in this Deed of Trust. PROVIDED, HOWEVER, upon written request of Beneficiary stating that all sums secured hereby have been paid, that the Obligations have been paid in full in accordance with the Loan Agreement, Trustee shall reconvey to Grantor, or to the person or persons legally entitled thereto, without warranty, the entire remaining Property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof.

Notwithstanding anything to the contrary contained herein, this Deed of Trust shall not constitute a present assignment of the Lease and Easement Agreements and Beneficiary shall have no liability or obligation thereunder by reason of its acceptance of this Deed of Trust.

#### GRANTOR COVENANTS:

Grantor hereby represents, warrants, covenants and agrees as follows:

1. Interest in the Property. (a) Grantor has good and marketable title to the Property, subject to the terms and conditions of the Lease and Easement Agreements, free and clear of all liens (other than Permitted Liens); (b) the Property is a valid and subsisting leasehold or easement interest, as applicable, in the Premises subject to no liens (other than Permitted Liens); (c) Grantor has, or upon installation shall have, an ownership interest in the Equipment free and clear of all liens (other than Permitted Liens); (d) the Lease and Easement Agreements has been executed by the applicable Fee Owner and Grantor, as tenant or grantee, as applicable, and the term of each Lease and Easement Agreement shall commence in accordance with the Lease and Easement Agreements and, thereafter, the Lease and Easement Agreements shall be in full force and effect; (e) all rents, additional rents, and other charges provided for in the Lease and Easement Agreements have been paid, to the extent that they were payable prior to the date hereof; (f) there is no existing default under the Lease and Easement Agreements in the performance of any of the covenants and conditions in the Lease and Easement Agreements by Grantor or, to the knowledge of Grantor, any Fee Owner, and, to the knowledge of Grantor, no event has occurred or is occurring which, with notice or passage of time or both, will result in

such a default; (g) no notice, claim or demand from a Fee Owner pursuant to the Lease and Easement Agreements has been received which has not been complied with; (h) Grantor has and shall maintain its interest in the Property for the full term of the Note, free of all liens (other than Permitted Liens), and has good right to subject the Property to the security interest created hereunder; (i) Grantor, its successors and assigns, shall warrant and defend the interest of Beneficiary and its successors and assigns in the Property pursuant to this Deed of Trust and the priority of said interest against the claims and demands of all persons claiming by, through or under Grantor. “**Permitted Liens**” shall have the meaning given such term in the Loan Agreement, and shall include any other lien or encumbrance hereafter permitted by Beneficiary or superior to the Lease and Easement Agreements.

2. Payment and Performance. Grantor shall pay to Beneficiary, or shall cause Borrower to pay, as applicable, in accordance with the terms of the Note, this Deed of Trust and the other Loan Documents, the principal and interest, and other sums therein set forth; shall perform and comply with all the agreements, conditions, covenants, provisions and stipulations of the Note, this Deed of Trust and the other Loan Documents; and shall timely perform all of its obligations and duties as tenant or grantee, as applicable, under the Lease and Easement Agreements.

3. Maintenance of Property. Grantor shall keep and maintain or cause to be kept and maintained the Equipment and any and all Improvements now or at any time hereafter erected, installed or maintained on the Premises in such condition as the Premises were in on the date of execution hereof (or with respect to any Equipment installed hereafter, on the date of installation thereof), reasonable wear and tear excepted and will make or cause to be made, as and when necessary, all repairs, renewals and replacements, structural and nonstructural, exterior and interior, ordinary and extraordinary, foreseen and unforeseen. Grantor shall abstain from and shall not permit the commission of waste in or about the Property; shall not remove or demolish any portion of the Property, or (other than repair, maintenance, or replacements) alter any Improvement constructed at any time on the Premises, without the prior written consent of Beneficiary, which consent shall not be unreasonably withheld, conditioned or delayed; and shall not permit the Property to become deserted or abandoned, and shall not use the Property for any purpose (other than the development, construction, repair, maintenance and operation of a Solar Project and related Improvements) which is substantially different from the type and use of development of the Property as of the date hereof, without the prior consent of Beneficiary.

4. Insurance. Grantor shall maintain, or shall cause Borrower to maintain, as applicable, in full force and effect, all insurance required to be maintained by Grantor or Borrower under the Lease and Easement Agreements and the Loan Agreement.

5. Payment of Taxes. Promptly when due and payable, Grantor shall pay all taxes, government charges and assessments to the extent that such amounts are required to be paid by Grantor or by Borrower, as applicable, under the Lease and Easement Agreements or the Loan Agreement.

6. Leases, Assignment, Sublet and Amendment. Grantor shall not assign, sublet or lease any part or all of the Lease and Easement Agreements and/or the Property, without Beneficiary’s prior written consent. Except as expressly provided in the Lease and Easement



Agreements, the Lease and Easement Agreements shall not be subject to cancellation, surrender, amendment, alteration, or modification without the written consent of Beneficiary.

7. Compliance with Superfund and Hazardous Waste Laws. (a) Grantor warrants and represents that, except as set forth in any "Phase I" environmental reports or assessments which have been provided to or made available to Beneficiary, to its actual knowledge there is no "oil", "hazardous materials", "hazardous wastes" or "hazardous substances" (collectively, the "**Materials**"), as such terms are defined under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601, et seq., as amended, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901 et seq., as amended, and the regulations promulgated thereunder, and all applicable state and local laws, rules and regulations (collectively the "**Superfund and Hazardous Waste Laws**") in or on the Premises, except to the extent that the presence of Materials is properly licensed and approved by all appropriate governmental officials and in accordance with all applicable laws and regulations.

(b) Grantor covenants to strictly comply with the requirements of the Superfund and Hazardous Waste Laws and to promptly notify the Beneficiary of the presence of any Materials in or on the Premises of which it becomes aware. Grantor hereby covenants to protect, indemnify, and hold Beneficiary harmless from and against all loss, cost, damage and liability, including attorneys' fees and costs of litigation, suffered or incurred by Beneficiary on account of the presence of any such Materials in or on the Premises, including, without limitation, any such loss, cost, damage or liability arising from a violation of any of the Superfund or Hazardous Waste Laws.

(c) In addition to the definition of an "**Event of Default**" provided elsewhere in this Deed of Trust, the following shall constitute an Event of Default:

- (i) if Grantor fails, in any material respect, to comply with any of the covenants and representations set forth in this Section 7, and such failure continues for a period of thirty (30) days following receipt of written notice from Beneficiary of such failure; provided, however, that Grantor's failure to provide notice to Beneficiary in accordance with any of the covenants in this Section 7 shall constitute an immediate Event of Default;
- (ii) if at any time any representation or warranty made by Grantor in this Section 7 shall be incorrect in any material respect;
- (iii) if at any time there is a disposing, discharging, injecting, spilling, leaking, leaching, dumping, pumping, pouring, emitting, escaping, emptying, seeping, placing or the like, by Grantor, its agents, employees, subcontractors or Affiliates, of any Materials into or on the Premises or the Property in violation of applicable laws and regulations; or
- (iv) if at any time, the use, generation, treatment, storage, disposal or treatment by Grantor, its agents, employees, subcontractors or

Affiliates, of any Materials on the Premises or the Property is in violation of applicable laws and regulations.

(d) Notwithstanding the foregoing, however, if Grantor is required under the terms of the Lease and Easement Agreements to remediate the Materials then, if Grantor (a) promptly gives Beneficiary notice of the presence of any Materials in or on the Premises; (b) complies with any notice requirements imposed by any of the Superfund and Hazardous Waste Laws; (c) promptly commences to arrange for the cleanup of such Materials and/or the containment of Materials where there is a threat of release; (d) demonstrates to Beneficiary's satisfaction that Grantor has the financial resources to perform the cleanup and/or containment; and (e) diligently pursues the cleanup and/or containment, as the case may be, through to completion by using best efforts, Beneficiary agrees not to (i) exercise any action to cure Grantor's Event of Default, (ii) foreclose this Deed of Trust, (iii) accelerate payment under the Note, or (iv) avail itself of any other remedies available to Beneficiary, unless in Beneficiary's reasonable judgment the exercise of any such remedies is necessary to protect the security of the Loan and the Secured Obligations.

(e) In the event that Grantor is permitted to remediate the Materials under the Lease and Easement Agreements, Beneficiary, at its election and in its sole discretion and without notice, may (but shall not be obligated to), upon thirty (30) days' prior written notice to Grantor, cure any failure on the part of Grantor or any occupant of the Premises to comply with the Superfund and Hazardous Waste Laws, including, without limitation the following, in the event that Grantor has not begun to diligently pursue curing such failure to Beneficiary's satisfaction at the expiration of such thirty (30) day notice period:

- (i) arrange for the cleanup or containment of the Materials found in, on or near the Premises and pay for such cleanup and containment costs and costs associated therewith;
- (ii) pay on behalf of Grantor any fines or penalties imposed on Grantor by any federal, state or local governmental agency or authority in connection with such Materials; and
- (iii) make any other payment or perform any other act which will prevent a lien from attaching to the Premises.

Any partial exercise by Beneficiary of the remedies hereinabove set forth or any partial undertaking on the part of Beneficiary to cure Grantor's failure or any occupant of the Premises failure to comply with the Superfund and Hazardous Waste Laws, shall not obligate Beneficiary to complete the actions taken or require Beneficiary to expend further sums to cure Grantor's or any such occupant's noncompliance; neither shall the exercise of any such remedies operate to place upon Beneficiary any responsibility for the operation, control, care, management or repair of the Premises or the Property, or make Beneficiary the "operator" of the Premises or the Property within the meaning of the Superfund and Hazardous Waste Laws.

Any amounts paid or costs incurred by Beneficiary as a result of any of the above, together with interest thereon at the rate equal to one percent (1%) per annum above the rate then

accruing in respect of the Note from the date of payment, shall be immediately due and payable by Grantor to Beneficiary, and until paid shall be added to and become a part of the Secured Obligations secured hereby, and the same may be collected as part of said Secured Obligations in any suit hereon or upon the Note or any other instrument included in the collateral.

8. Additional Deed of Trust Covenants:

(a) Grantor shall not grant any junior or inferior mortgage, security agreement, assignment of leases and rents or similar instrument with respect to the Property without obtaining Beneficiary's prior written consent, which may be withheld in Beneficiary's sole and absolute discretion, and in the event of such consent, each such instrument shall contain a provision under which the holder of such subordinate and inferior liens agrees to notify the holder hereof in writing of any default on the part of Grantor under such instruments prior to the commencement of any action based on such default; and Grantor will not permit any encumbrance or lien to be created which may be or become superior to Property or Beneficiary's interest therein;

(b) except as otherwise provided herein, Grantor shall not voluntarily transfer, nor suffer or permit the transfer of, whether by operation of law or otherwise, the legal or equitable interest in the equity of redemption in the Property, or any part thereof, and it shall not dissolve or permit its dissolution;

(c) Grantor will warrant and defend the Property against any person claiming rights therein by, through or under Grantor; and Grantor will do all things necessary to preserve and keep unimpaired Grantor's right, title and interest in the Lease and Easement Agreements;

(d) Grantor will not commit or allow to exist any act or condition that constitutes a default under the Lease and Easement Agreements beyond the expiration of any cure period set forth therein; and

(e) Grantor will enforce the obligations of the Fee Owners under the Lease and Easement Agreements to ensure that Grantor may enjoy all of the rights granted to it under the Lease and Easement Agreements, and will promptly notify Beneficiary in writing of any default by a Fee Owner or by Grantor beyond the expiration of any cure period set forth therein in the performance or observance of any of the terms, covenants and conditions on the part of a Fee Owner or Grantor, as the case may be, to be performed or observed under the Lease and Easement Agreements and Grantor will promptly advise Beneficiary in writing of the occurrence of any of the events of default enumerated in the Lease and Easement Agreements and of the giving of any notice by a Fee owner to Grantor of any default by Grantor in performance or observance of any of the terms, covenants or conditions of the Lease and Easement Agreements on the part of Grantor to be performed or observed and will deliver to Beneficiary a true copy of each such notice.

9. Due on Sale/Encumbrance.

a. No Sale/Encumbrance. Grantor shall not cause or permit a sale, conveyance, mortgage, grant, bargain, encumbrance, pledge, assignment, grant of any options with respect to, or any other transfer or disposition (directly or indirectly, voluntarily or

involuntarily, by operation of law or otherwise, and whether or not for consideration or of record) of a legal or beneficial interest in the Property or any part thereof, Grantor, other than in accordance with the provisions of the Loan Agreement, without the prior written consent of Beneficiary.

b. Due on Sale/Encumbrance. Grantor expressly agrees that upon a violation of this Section 9 of this Deed of Trust covering DUE ON SALE/ENCUMBRANCE by Grantor and acceleration of the principal balance of the Note because of such violation, Grantor and/or Borrower, as applicable, will pay all sums required to be paid in connection with a prepayment, if any, as described in the Loan Agreement, after an Event of Default and acceleration of the principal balance.

10. Transfer. Grantor agrees that neither the Property nor any part thereof will be sold or transferred so long as the Deed of Trust is outstanding, except as may be provided otherwise in the Loan Documents, and the Note secured hereby shall become immediately due and payable in full upon any transfer of any part of the said Property.

11. Merger. Grantor covenants and agrees that unless Beneficiary shall otherwise expressly consent in writing, the fee title to the property demised by the Lease and Easement Agreements and the Land shall not merge but shall always remain separate and distinct, notwithstanding the union of said estates either in a Fee Owner, Grantor, or a third party by purchase or otherwise; and in case Grantor acquires the fee title or any other estate, title or interest in the Property, this Deed of Trust shall attach to and cover and be a lien upon the fee title or such other estate so acquired, and such fee title or other estate shall, without further assignment, Deed of Trust or conveyance, become and be subject to the lien of and covered by this Deed of Trust.

12. Security Agreement; Fixture Filing. This Deed of Trust constitutes a security agreement under the Uniform Commercial Code and creates a security interest in all that property (and the proceeds thereof) included in the Property which might otherwise be deemed "personal property." This Deed of Trust is intended to be effective as a financing statement filed as a fixture filing pursuant to the Uniform Commercial Code with respect to the Equipment. Beneficiary is the secured party and Grantor is the debtor with respect to this financing statement and the mailing addresses of the secured party and the debtor for the purpose of this financing statement are set forth on the first page hereof. Grantor shall take all necessary action to maintain and preserve the lien of this Deed of Trust with respect to such property including, but not limited to, the executing, delivering, filing, re-filing, recording or re-recording of any financing statements, continuation statements or other security agreements, and the giving of such instruments of further assurance as Beneficiary may from time to time reasonably request to protect the lien of this Deed of Trust with respect to such property. Without limiting the foregoing, Grantor hereby irrevocably appoints Beneficiary attorney-in-fact for Grantor to execute, deliver and file such instruments for and on behalf of Grantor in the event Grantor fails to execute and deliver such instruments within twenty (20) days after request by Beneficiary; provided, however, that Beneficiary is not under any duty to Grantor or any other person who is a guarantor or otherwise liable on any instrument secured hereby to protect, secure, perfect or insure the lien of this Deed of Trust or any of the other security agreements referred to herein nor shall Beneficiary have an obligation for, among other things, the filing of any financing

statements under the Uniform Commercial Code. Notwithstanding any release of any or all of that property included in the Property which is deemed "real property", any proceedings to foreclose this Deed of Trust or its satisfaction of record, the terms hereof shall survive as a security agreement with respect to the security interest created hereby evidenced by the Note. Grantor will pay or cause to be paid all taxes, governmental charges and fees incident to any such filing, refiling, recording and re-recording, and all reasonable counsel fees and other expenses incident thereto.

13. Access. Grantor shall permit Beneficiary, its agents, representatives and employees reasonable opportunity, upon reasonable notice and at reasonable times, to enter upon the Premises and the Land for the purpose of inspecting the condition of the Property and determining Grantor's compliance with the covenants contained in the Deed of Trust. Such inspection may include visual inspection, the taking of soil, surface water and ground water samples as well as such other investigations or analyses as are necessary for complete environmental assessment of the Premises, to the extent permitted under the Lease and Easement Agreements. Such inspections shall not materially interfere with the conduct of Grantor's business on the Premises or the Land, and Grantor's representatives shall have the right to attend any such inspection.

14. No Release of Liability. The parties further agree that no sale of the Property, no forbearance, extension or modification of the terms hereof or any other indulgence shall release or affect in any manner the liability of Grantor, and any notice in connection therewith is hereby expressly waived. No release or forbearance of any of Grantor's obligations under the Lease and Easement Agreements, pursuant to said Lease and Easement Agreements or otherwise, shall release Grantor from any of its obligations under this Deed of Trust.

15. Further Assurances. Grantor shall, at the sole cost of Grantor, and without expense to Beneficiary, do, execute, acknowledge and deliver all such further acts, deeds, conveyances, mortgages, assignments, notices of assignments, transfers and assurances as Beneficiary shall from time to time reasonably require, for the better assuring, conveying, assigning, transferring and confirming unto Beneficiary the Property and rights hereby conveyed or assigned or intended now or hereafter so to be conveyed, or which Grantor may be or may hereafter become bound to convey or assign to Beneficiary, or for carrying out the intention of or facilitating the performance of the terms of this Deed of Trust, or for filing, registering or recording this Deed of Trust.

16. Event of Default; Remedies. In addition to its other rights hereunder or any of the other Loan Documents, if there shall be any breach in any condition or covenant of this Deed of Trust or any of the other Loan Documents beyond any applicable grace period, or an Event of Default shall have occurred under the Loan Agreement (each, an "***Event of Default***"),

- (a) Beneficiary shall have the right, but without any obligation so to do, to cure such default for the account of the Grantor or the Borrower, as applicable;

- (b) Beneficiary may enter the Premises to inspect the Property and to determine whether Grantor is in compliance with its obligations under this Deed of Trust;
- (c) Subject to the terms of the Lease and Easement Agreements, Beneficiary may enter the Premises and remove any and all Equipment from the Premises;
- (d) Beneficiary may without notice or demand, at its option, take over and enjoy the benefits of the Licenses and Rights. Beneficiary may in connection with any and all of the foregoing powers, and without limiting the same, effect new Licenses and Rights, cancel or surrender existing Licenses and Rights, alter and amend the terms of and renew existing Licenses and Rights, and make concessions to all or any governmental authority or other parties or entities in its sole, unfettered discretion, and to do all acts pertaining thereto in Grantor's place and stead if Grantor is in actual possession of the Property.
- (e) Beneficiary may either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, take possession of the Property and have, hold, manage, and operate the Property on such terms and for such period of time as the Beneficiary deems proper and in accordance with the terms of the Lease and Easement Agreements.
- (f) Recover judgment on the Note either before, during or after any proceedings for the enforcement of this Deed of Trust or the other Loan Documents.
- (g) Exercise any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code, including, without limiting the generality of the foregoing: (i) the right to take possession of any personal property or any part thereof, and to take such other measures as Beneficiary may deem necessary for the care, protection and preservation of such personal property, and (ii) request Grantor at its expense to assemble such personal property and make it available to Beneficiary at a convenient place acceptable to Beneficiary. Any notice of sale, disposition or other intended action by Beneficiary with respect to the such personal property sent to Grantor in accordance with the provisions hereof at least five (5) days prior to such action shall constitute commercially reasonable notice to Grantor.

17. Additional Remedies; Foreclosure. In the event of an Event of Default, then forthwith Beneficiary may institute an action to foreclose this Deed of Trust, or take such other action at law or in equity for the enforcement of this Deed of Trust and the realization on the mortgage security or any other security herein or elsewhere provided for, as the law may allow, or may sue on the Note or the Guaranty with or without instituting an action to foreclose this Deed of Trust, and may proceed therein to final judgment and execution for the entire unpaid balance of the principal debt, with interest at the rate stipulated in the Note together with all other

sums payable by Borrower and/or Grantor, as applicable, in accordance with the provisions of the Note, the Guaranty and this Deed of Trust, as applicable, and all sums which may have been advanced by Beneficiary for taxes, water or sewer rents or other impositions, charges or claims, payments or prior liens, insurance or repairs to the Property, all costs of suit, together with interest at such rate on any judgment obtained by Beneficiary from and after the date of any foreclosure sale until actual payment is made to Beneficiary of the full amount due Beneficiary, and attorneys' fees through and including all appellate levels. At any foreclosure sale, any combination, or all, of the property or security given to secure the indebtedness secured hereby, may be offered for sale for one total price, and the proceeds of such sale accounted for in one account without distinction between the items of security or without assigning to them any proportion of such proceeds, Grantor hereby waiving the application of any doctrine of marshalling; and, in case the holder, in the exercise of the power of sale herein given, elects to sell in parts or parcels, said sales may be held from time to time, and the power shall not be fully executed until all of the property or security not previously sold shall have been sold. Beneficiary shall be entitled to exercise all rights and remedies available to Beneficiary under applicable law, all such rights and remedies being cumulative and enforceable alternatively, successively or concurrently.

18. Bankruptcy. The lien of this Deed of Trust shall attach to all of Grantor's rights and remedies at any time arising under or pursuant to Subsection 365(h) of the Bankruptcy Code, 11 U.S.C. Sec. 365(h), including, without limitation, all of Grantor's rights to remain in possession of the Property.

Grantor shall not, without Beneficiary's prior written consent, elect to treat any Lease and Easement Agreement as terminated under Subsection 365(h)(1) of the Bankruptcy Code, 11 U.S.C. Sec. 365(h)(1). Any such election made without Beneficiary's consent shall be void.

Grantor hereby unconditionally assigns, transfers and sets over to Beneficiary all of Grantor's claims and rights to the payment of damages arising from any rejection of a Lease and Easement Agreement by a Fee Owner thereunder or any other fee owner of the Solar Project or the Premises under the Bankruptcy Code. Beneficiary shall have the right to proceed in its own name or in the name of Grantor in respect of any claim, suit, action or proceeding relating to the rejection of a Lease and Easement Agreement, including, without limitation, the right to file and prosecute, either in its own name or in the name of Grantor, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect to a Fee Owner or any such fee owner under the Bankruptcy Code. This assignment constitutes a present, irrevocable and unconditional assignment of the foregoing claims, rights and remedies, and shall continue in effect until all of the obligations secured by this Deed of Trust shall have been satisfied and discharged in full. Any amounts received by Beneficiary as damages arising out of the rejection of a Lease and Easement Agreement as aforesaid shall be applied first to all costs and expenses of Beneficiary (including, without limitation, attorneys' fees) incurred in connection with the exercise of any of its rights or remedies under this section and then in accordance with the this Deed of Trust. Grantor shall promptly make, execute, acknowledge and deliver, in form and substance satisfactory to Beneficiary, a UCC Financing Statement (Form UCC-1) and all such additional instruments, agreements and other documents, as may at any time hereafter be required by Beneficiary to effectuate and carry out the assignment made pursuant to this section.

If pursuant to Subsection 365(h)(2) of the Bankruptcy Code, 11 U.S.C. Sec. 365(h)(2), Grantor shall seek to offset against the rent reserved in a Lease and Easement Agreement the amount of any damages caused by the nonperformance by a Fee Owner or any fee owner of any of their obligations under the Lease and Easement Agreement after the rejection by a Fee Owner or any fee owner of the Lease and Easement Agreement under the Bankruptcy Code, Grantor shall, prior to effecting such offset, notify Beneficiary of its intent to do so, setting forth the amounts proposed to be so offset and the basis therefor. Beneficiary shall have the right to object to all or any part of such offset that, in the reasonable judgment of Beneficiary, would constitute a breach of the Lease and Easement Agreement, and in the event of such objection, Grantor shall not effect any offset of the amounts so objected to by Beneficiary. Neither Beneficiary's failure to object as aforesaid nor any objection relating to such offset shall constitute an approval of any such offset by Beneficiary.

If any action, proceeding, motion or notice shall be commenced or filed in respect of a Fee Owner or any fee owner, the Property or a Lease and Easement Agreement in connection with any case under the Bankruptcy Code, Beneficiary shall have the option, exercisable upon notice from Beneficiary to Grantor, to conduct and control any such litigation with counsel of Beneficiary's choice. Beneficiary may proceed in its own name or in the name of Grantor in connection with any such litigation, and Grantor agrees to execute any and all powers, authorizations, consents or other documents reasonably required by Beneficiary in connection therewith. Grantor shall, upon demand, pay to Beneficiary all reasonable costs and expenses (including reasonable attorneys' fees) paid or incurred by Beneficiary in connection with the prosecution or conduct of any such proceedings. Any such costs or expenses not paid by Grantor as aforesaid shall be secured by the lien of this Deed of Trust and shall be added to the principal amount of the Secured Obligations. Grantor shall not commence any action, suit, proceeding or case, or file any application or make any motion (unless such motion is for the purpose of protecting a Lease and Easement Agreement and its value as security for the obligations secured by this Deed of Trust), in respect of a Lease and Easement Agreement in any such case under the Bankruptcy Code without the prior written consent of Beneficiary, which consent shall not be unreasonably withheld, conditioned or delayed.

Grantor shall, after obtaining knowledge thereof, promptly notify Beneficiary of any filing by or against a Fee Owner or other fee owner of a petition under the Bankruptcy Code. Grantor shall promptly deliver to Beneficiary, following receipt, copies of any and all notices, summonses, pleadings, applications and other documents received by Grantor in connection with any such petition and any proceedings relating thereto.

If there shall be filed by or against Grantor a petition under the Bankruptcy Code and Grantor, as tenant or grantee, as applicable, under a Lease and Easement Agreement, shall determine to reject the Lease and Easement Agreement pursuant to Section 365(a) of the Bankruptcy Code, Grantor shall give Beneficiary not less than thirty (30) days' prior notice of the date on which Grantor shall apply to the Bankruptcy Court for authority to reject the Lease and Easement Agreement. Beneficiary shall have the right, but not the obligation, to serve upon Grantor within such thirty (30) day period a notice stating that Beneficiary demands that Grantor assume and assign the Lease and Easement Agreement to Beneficiary pursuant to Section 365 of the Bankruptcy Code. If Beneficiary shall serve upon Grantor the notice described in the



preceding sentence, Grantor shall not seek to reject the Lease and Easement Agreement and shall comply with the demand provided for in the preceding sentence.

19. Waivers.

a. Marshalling and Other Matters. Grantor hereby waives, to the extent permitted by law, the benefit of all applicable laws now or hereafter in force regarding appraisal, valuation, stay, extension, reinstatement and redemption and all rights of marshalling in the event of any sale hereunder of the Property or any part thereof or any interest therein. Further, Grantor hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Deed of Trust on behalf of Grantor, and on behalf of each and every person acquiring any interest in or title to the Property subsequent to the date of this Deed of Trust and on behalf of all persons to the extent permitted by Legal Requirements.

b. Waiver of Notice. Grantor shall not be entitled to any notices of any nature whatsoever from Beneficiary except with respect to matters for which this Deed of Trust or the Loan Agreement specifically and expressly provides for the giving of notice by Beneficiary to Grantor and except with respect to matters for which Grantor is not permitted by Legal Requirements to waive its right to receive notice, and Grantor hereby expressly waives the right to receive any notice from Beneficiary with respect to any matter for which this Deed of Trust does not specifically and expressly provide for the giving of notice by Beneficiary to Grantor.

c. Waiver of Statute of Limitations. Grantor hereby expressly waives and releases to the fullest extent permitted by law, the pleading of any statute of limitations as a defense to payment of any amounts due under the Loan Documents or performance of any obligation thereunder.

d. Sole Discretion of Beneficiary. Whenever pursuant to this Deed of Trust, Beneficiary exercises any right given to it to approve or disapprove, or any arrangement or term is to be satisfactory to Beneficiary the decision of Beneficiary to approve or disapprove or to decide whether arrangements or terms are satisfactory or not satisfactory shall (except as is otherwise specifically herein provided) be in the sole discretion of Beneficiary and shall be final and conclusive.

e. Waiver of Trial by Jury. **GRANTOR AND BENEFICIARY EACH HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THE LOAN DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY GRANTOR AND BENEFICIARY AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. EACH OF GRANTOR AND BENEFICIARY IS HEREBY AUTHORIZED TO FILE A COPY OF THIS**

**PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS  
WAIVER BY GRANTOR AND BENEFICIARY.**

f. Intentionally Omitted.

g. Waiver of Foreclosure Defense. Grantor hereby waives any defense Grantor might assert or have by reason of Beneficiary's failure to make any of its tenants or lessees of the Property a party defendant in any foreclosure proceeding or action instituted by Beneficiary.

h. Failure to Act. Notwithstanding anything to the contrary contained herein or in any other Loan Document, the failure of Beneficiary to take any action hereunder or under any other Loan Document shall not (i) be deemed to be a waiver of any term or condition of this Deed of Trust or any of the other Loan Documents, (ii) adversely affect any rights of Beneficiary hereunder or under any other Loan Document and (iii) relieve Grantor or Borrower of any of their respective obligations hereunder or under any other Loan Document.

20. Status of Grantor. Grantor's exact legal name is correctly set forth in the first paragraph of this Deed of Trust and the signature block at the end of this Deed of Trust. Grantor is an organization of the type specified in the first paragraph of this Deed of Trust. Grantor is incorporated in or organized under the laws of the state specified in the first paragraph of this Deed of Trust. Grantor's principal place of business and chief executive office, and the place where Grantor keeps its books and records (other than those books and records kept at the Property), including recorded data of any kind or nature, regardless of the medium or recording, including software, writings, plans, specifications and schematics, has been for the preceding four months (or, if less, the entire period of the existence of Grantor) the address of Grantor set forth on the first page of this Deed of Trust. Grantor's organizational identification number, if any, assigned by the state of incorporation or organization is correctly set forth on the first page of this Deed of Trust. Grantor will not change or permit to be changed (a) Grantor's name, (b) Grantor's identity (including its trade name or names), (c) the corporate, partnership or other organizational structure of Grantor, (d) Grantor's state of organization, or (e) Grantor's organizational number, without notifying Beneficiary of such change in writing at least thirty (30) days prior to the effective date of such change and, in the case of a change in Grantor's structure, without first obtaining the prior written consent of Beneficiary. If Grantor does not now have an organizational identification number and later obtains one, Grantor promptly shall notify the Beneficiary of such organizational identification number.

21. State Specific Provisions.

a. Principles of Construction. In the event of any inconsistencies between the terms and conditions of this Section 21 and the terms and conditions of this Deed of Trust, the terms and conditions of this Section 21 shall control and be binding.

b. Remedies not Exclusive; Waiver. Trustee and Beneficiary shall have all powers, rights and remedies under applicable law whether or not specifically or generally granted or described in this Deed of Trust. Nothing contained herein shall be construed to impair or to restrict such powers, rights and remedies or to preclude any procedures or process

otherwise available to trustees or beneficiaries under deeds of trust in the State of Oregon. Beneficiary shall be entitled to enforce the payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this Deed of Trust or under any other Loan Document or other agreement or any laws now or hereafter in force, notwithstanding the fact that some or all of the indebtedness and obligations secured hereby may now or hereafter 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 contained herein, shall prejudice or in any manner affect Beneficiary's right to realize upon or enforce any other rights or security now or hereafter held by Beneficiary. Beneficiary shall be entitled to enforce this Deed of Trust and any other rights or security now or hereafter held by Beneficiary in such order and manner as Beneficiary may determine in its absolute discretion. No remedy herein conferred upon or reserved to Beneficiary is intended to be exclusive of any other remedy contained herein or by law provided or permitted, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. Every power or remedy given by any of this Deed of Trust or the other Loan Documents to Beneficiary or to which Beneficiary may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Beneficiary and Beneficiary may pursue inconsistent remedies. By exercising or by failing to exercise any right, option or election hereunder, Beneficiary shall not be deemed to have waived any provision hereof or to have released Grantor from any of the obligations secured hereby 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 herein 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 herein, and no custom or practice which may develop between Grantor and Beneficiary during the term hereof shall be deemed a waiver of or in any way affect the right of Beneficiary to insist upon the performance by Grantor of the obligations secured hereby in strict accordance with the terms hereof or of any other Loan Document.

c. Power of Sale. The Grantor hereby grants to the Trustee, for the benefit of the Beneficiary a power of sale. Beneficiary its successors and assigns, may elect to cause the Property or any part thereof to be sold as follows:

- i. Beneficiary may proceed as if all of the Property were real property, in accordance with subparagraph (iv) below, or Beneficiary may elect to treat any of the Property which consists of a right in action or which is property that can be severed from the Land without causing structural damage thereto as if the same were personal property, and dispose of the same in accordance with subparagraph (iii) below, separate and apart from the sale of real property, the remainder of the Property being treated as real property.
- ii. Beneficiary may cause any such sale or other disposition to be conducted immediately following the expiration of any grace period, if any, herein provided (or immediately upon the expiration of any

redemption period required by law) or Beneficiary may delay any such sale or other disposition for such period of time as Beneficiary deems to be in its best interest. Should Beneficiary desire that more than one such sale or other disposition be conducted, Beneficiary may at its option, cause the same to be conducted simultaneously, or successively on the same day, or at such different days or times and in such order as Beneficiary may deem to be in its best interest.

- iii. Should Beneficiary elect to cause any of the Property to be disposed of as personal property as permitted by subparagraph (i) above, it may dispose of any part hereof in any manner now or hereafter permitted by Article 9 of the Uniform Commercial Code of the State of Oregon or in accordance with any other remedy provided by law. Both Grantor and Beneficiary shall be eligible to purchase any part or all of such property at any such disposition. Any such disposition may be either public or private as Beneficiary may so elect, subject to the provisions of the Uniform Commercial Code of the State of Oregon. Beneficiary shall give Grantor at least ten (10) Business Days prior written notice of the time and place of any public sale or other disposition of such property or of the time at or after which any private sale or any other intended disposition is to be made, and if such notice is sent to Grantor as provided in subparagraph (xi) hereof, it shall constitute reasonable notice to Grantor.
- iv. Should Beneficiary elect to sell the Property which is real property or which Beneficiary has elected to treat as real property, upon such election Trustee and Beneficiary shall give such notice of default and election to sell as may then be required by law. Thereafter, upon the expiration of such time and the giving of such notice of sale as may then be required by law, Trustee, at the time and place specified in the notice of sale, shall sell such Property, or any portion thereof specified by Trustee, at public auction to the highest bidder for cash in lawful money of the United States, subject, however, to the provisions of subparagraph (ix) hereof. Trustee and Beneficiary for good cause may, from time to time, postpone the sale by public announcement thereof at the time and place noticed therefor. If the Property consists of several lots or parcels, Beneficiary may designate the order in which such lots or parcels shall be offered for sale or sold. Any person, including Grantor or Beneficiary may purchase at the sale. Upon any sale Trustee shall execute and deliver to the purchaser or purchasers a deed or deeds conveying the property so sold, but without any covenant or warranty whatsoever, express or implied, whereupon such purchaser or purchasers shall be let into immediate possession.
- v. In the event of a sale or other disposition of any such property, or any part thereof, and the execution of a deed or other conveyance, pursuant thereto, the recitals therein of facts, such as a default, the giving of

notice of default and notice of sale, demand that such sale should be made, postponement of sale, terms of sale, sale, purchaser, payment of purchase money, and any other fact affecting the regularity or validity of such sale or disposition, shall be conclusive proof of the truth of such facts; and any such deed of conveyance shall be conclusive against all persons as to such facts recited therein.

- vi. Beneficiary shall apply the proceeds of any sale or disposition hereunder to payment of the following: (1) the expenses of such sale or disposition together with Beneficiary's fees and reasonable attorneys' fees, and the actual cost of publishing, recording, mailing and posting notice; (2) the cost of any search and/or other evidence of title procured in connection therewith and transfer tax on any deed or conveyance; (3) all sums expended under the terms hereof, not then repaid, with accrued interest in the amount provided herein; (4) all other sums secured hereby; and (5) the remainder if any to the person or persons legally entitled thereto.
- vii. The acknowledgment of the receipt of the purchase money, contained in any deed or conveyance executed as aforesaid, shall be sufficient discharge from all obligations to see to the proper application of the consideration therefor.
- viii. Grantor hereby expressly waives any right which it may have to direct the order in which any of the Property shall be sold in the event of any sale or sales pursuant hereto.
- ix. Upon any sale of the Property, whether made under a power of sale herein granted or pursuant to judicial proceedings, if the holder of the Note is a purchaser at such sale, it shall be entitled to use and apply all or any portion of the indebtedness then secured hereby for or in settlement or payment of all or any portion of the purchase price of the property purchased, and, in such case, this Deed of Trust, the Note and documents evidencing expenditures secured hereby shall be presented to the person conducting the sale in order that the amount of said indebtedness so used or applied may be credited thereon as having been paid.
- x. No remedy herein conferred upon or reserved to Beneficiary is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by this instrument to Beneficiary or to which Beneficiary may be otherwise entitled, may be exercised from time to time and as often as may be deemed expedient by Beneficiary and may pursue inconsistent remedies. If there exists additional security for the performance of the

obligations secured hereby, the Beneficiary at its sole option and without limiting or affecting any rights or remedies hereunder, may exercise any of the rights and remedies to which it may be entitled hereunder either concurrently with whatever other rights it may have in connection with such other security or in such order as it may determine.

- xi. Grantor hereby requests that every notice of default and every notice of sale be given in accordance with the provisions of Section 22 hereof except as otherwise required by statute.

d. Concerning the Trustee.

- i. Trustee accepts the trust created by this Deed of Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by applicable law.
- ii. The Trust created hereby is irrevocable by Grantor. Trustee, upon presentation to it of an affidavit signed by or on behalf of Beneficiary setting forth any facts showing a default by Grantor under any of the terms or conditions of this Deed of Trust, is authorized to accept as true and conclusive all facts and statements in such affidavit and to act hereunder in complete reliance thereon. Trustee shall be under no obligation to notify any party hereof of any action or proceeding of any kind in which Grantor, Beneficiary and/or Trustee shall be a party, unless brought by Trustee, or of any pending sale under any other deed of trust. The necessity of Trustee's making oath, filing inventory or giving bond as security for the execution of this Deed of Trust, as may now be or hereafter required by the laws of the state in which the Property is located, is hereby expressly waived.
- iii. Grantor shall pay all costs, fees and expenses of Trustee, its agents and counsel, in connection with the performance of its duties hereunder.
- iv. Beneficiary may remove Trustee at any time or from time to time and appoint a successor trustee, and upon such appointment, all powers, rights, duties and authority of Trustee, as aforesaid, shall thereupon be vested in such successor. Such substitute trustee shall be appointed by written instrument duly recorded in the county or counties where the real property covered hereby is located, which appointment may be executed by any authorized agent of Beneficiary or in any other manner permitted by applicable law.

e. Fixture Filing. This Deed of Trust constitutes a financing statement filed as a fixture filing pursuant to the provisions of Article 9 of the Uniform Commercial Code of the State of Oregon with respect to those portions of the Property consisting of goods which are or are to become fixtures relating to the Property.

f. Future Advances. In addition to the foregoing described Secured Obligations, this Deed of Trust also secures future advances to Borrower and/or Grantor and obligations of Grantor to Beneficiary direct or indirect, absolute or contingent, to the same extent as if the future obligation and/or advance were made on the date of this Deed of Trust.

g. Attorneys' Fees. All references herein to the collection of legal expenses or attorneys' fees include those fees and costs, whether or not incurred in connection with collection, mediation, arbitration, and litigation, and if incurred in connection with litigation, including such fees, expenses, and costs as are incurred at trial and on appeal or discretionary review.

h. Additional Waivers. Upon the occurrence and continuance of an Event of Default, Grantor hereby expressly waives diligence, demand, presentment, protest and notice of every kind and nature whatsoever (unless as otherwise required under this Deed of Trust, the Loan Agreement, or any other Loan Document) and any right to require Beneficiary to enforce any remedy against any guarantor, endorser or other person whatsoever prior to the exercise of its rights and remedies hereunder or otherwise. Upon the occurrence and continuance of an Event of Default, Grantor waives any right to require Beneficiary to: (i) proceed or exhaust any collateral security given or held by Beneficiary in connection with the Secured Obligations; (ii) give notice of the terms, time and place of any public or private sale of any real or personal property security for the Secured Obligations or guaranty of the Secured Obligations; or (iii) pursue any other remedy in Beneficiary's power whatsoever.

Until the Secured Obligations shall have been paid in full, Grantor: (i) shall not have any right of subrogation to any of the rights of Beneficiary against any guarantor, maker or endorser; (ii) waives any right to enforce any remedy which Beneficiary now has or may hereafter have against any other guarantor, maker or endorser; and (iii) waives any benefit of, and any other right to participate in, any collateral security for the Secured Obligations or any guaranty of the Secured Obligations now or hereafter held by Beneficiary.

To the extent any of the obligations of Grantor under the Loan, this Deed of Trust or any other Loan Document are deemed to constitute a guaranty, Grantor, upon the occurrence and continuance of an Event of Default, waives all rights and defenses that Grantor may have because the Secured Obligations are secured by real property. This means, among other things: (i) Beneficiary may collect from Grantor with respect to such obligation without first foreclosing on any real or personal property collateral pledged by Grantor; (ii) if Beneficiary forecloses on any real property collateral pledged by any Grantor: (y) the amount of the Secured Obligations may be reduced only by the price for which such real property collateral is sold at the foreclosure sale, even if such real property collateral is worth more than the sale price and (z) Beneficiary may collect from Grantor with respect to such obligation even if Beneficiary, by foreclosing on such real property collateral, has destroyed any right Grantor may have to collect from Borrower or any other Grantor under any other deed of trust or mortgage securing the Loan. This is an unconditional and irrevocable waiver of any rights and defenses under applicable law that Grantor may have to any of the obligations of Grantor in the nature of a guaranty under the Loan, this Deed of Trust or any other Loan Document because the Secured Obligations are secured by real property. Grantor waives all rights and defenses arising out of an election of remedies by Beneficiary, even though that elections of remedies, such as a nonjudicial foreclosure with

respect to security for a guaranteed obligation, has destroyed Grantor's rights of subrogation and reimbursement against the principal by the operation of any applicable law.

i. Use of Proceeds. The Loan secured hereby is made, and all proceeds thereof will be used solely for commercial, investment, or business purposes and not for personal, household, or family purposes. This Deed of Trust is not a residential trust deed, the Property is not residential real property, and the loan secured hereby is not a residential mortgage transaction, each as defined in ORS Chapters 86 and 86A. Grantor is not a resident of the Property.

j. Insurance.

**UNLESS BENEFICIARY RECEIVES EVIDENCE OF THE INSURANCE COVERAGE AS REQUIRED BY THE LOAN AGREEMENT, BENEFICIARY MAY PURCHASE INSURANCE AT GRANTOR'S EXPENSE TO PROTECT BENEFICIARY'S INTEREST. THIS INSURANCE MAY, BUT NEED NOT, ALSO PROTECT GRANTOR'S INTEREST. IF THE PROPERTY BECOMES DAMAGED, THE COVERAGE PURCHASED BY BENEFICIARY MAY NOT PAY ANY CLAIM MADE BY GRANTOR OR ANY CLAIM MADE AGAINST GRANTOR. GRANTOR MAY LATER CANCEL THIS COVERAGE BY PROVIDING EVIDENCE THAT YOU HAVE OBTAINED PROPERTY COVERAGE ELSEWHERE.**

**GRANTOR IS RESPONSIBLE FOR THE COST OF ANY INSURANCE PURCHASED BY BENEFICIARY PURSUANT TO THE PRECEDING PARAGRAPH. THE COST OF THIS INSURANCE MAY BE ADDED TO THE SECURED OBLIGATIONS AND THE BALANCE OF THE NOTE, AT THE INTEREST RATE SET FORTH THEREIN.**

**COVERAGE PURCHASED BY BENEFICIARY MAY BE CONSIDERABLY MORE EXPENSIVE THAN INSURANCE GRANTOR CAN OBTAIN AND MAY NOT SATISFY ANY NEED FOR PROPERTY DAMAGE COVERAGE OR ANY MANDATORY LIABILITY INSURANCE REQUIREMENTS IMPOSED BY THE LEASE AND EASEMENT AGREEMENTS OR APPLICABLE LAW.**

22. Notice. All notices and other communications to or upon the parties to this Deed of Trust, required or permitted hereunder, shall be in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified; (b) when received when sent by fax or email by the party to be notified; provided, however, that notices given by email or fax shall not be effective unless either (i) a duplicate copy of such fax or email notice is promptly given by one of the other methods described in this section, or (ii) the receiving party delivers a written confirmation of receipt for such notice either by fax or any other method described in this section; (c) one (1) Business Day after deposit with a reputable overnight courier, prepaid for overnight delivery and addressed as set forth in (d), provided that the sending party receives a confirmation of delivery from the overnight courier service; or (d) three (3) Business Days after deposit with the U.S. Post Office, postage prepaid, certified with return receipt requested and addressed to the party to be notified at the address indicated for such party below, or at such other address as such party may designate by ten (10) days' advance written notice to the other parties given in the foregoing manner delivered by a nationally recognized overnight express



courier service which provides a receipt for delivery, or by certified mail, postage prepaid, return receipt requested, addressed to the Person to whom such communication is to be given, at the following addresses:

If to the Beneficiary:	Solar Construction Lending, LLC 3600 O'Donnell Street, Suite 600 Baltimore, Maryland 21224 Attention: Bob Hopper
With a copy to:	Baker & McKenzie LLP Two Embarcadero Center, 11th Floor San Francisco, California 94111, USA Attention: Evelyn Kim, Esq.
If to the Grantor:	Bly Solar Center, LLC c/o GCL New Energy (OR) I, LLC Attn: General Counsel Bishop Ranch 15 12667 Alcosta Blvd., Suite 400 San Ramon CA 94583
With a copy to:	Foley & Lardner LLP 555 S. Flower Street, 35 <sup>th</sup> Floor Los Angeles, CA 90071 Attn: Jason N. Barglow

23. Binding on Successors and Assigns. This Deed of Trust and all provisions hereof shall be binding upon Grantor and all persons claiming under or through Grantor, and shall inure to the benefit of Beneficiary and its successors and assigns.

24. Captions. The captions and headings of various paragraphs of this Deed of Trust are for convenience only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

25. Severability. If all or any portion of any provision of this Deed of Trust shall be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision hereof or thereof, and such provision shall be limited and construed as if such invalid, illegal or unenforceable provision or portion thereof was not contained herein.

26. Applicable Law. This Deed of Trust shall be governed by and construed under the laws of the State of Oregon.

27. Modifications. This Deed of Trust may not be changed or terminated except in writing signed by both Grantor and Beneficiary. The provisions of this Deed of Trust shall

extend and be applicable to all renewals, amendments, extensions, consolidations, and modifications of the other Loan Documents, and any and all references herein to the Loan Documents shall be deemed to include any such renewals, amendments, extensions, consolidations or modifications thereof.

28. Oregon Statutory Notice. **UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY BENEFICIARY AND GRANTOR CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY GRANTOR'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BENEFICIARY AND GRANTOR TO BE ENFORCEABLE.**

29. Discharge. Subject to Section 2.13 of the Loan Agreement and the release of the Property from the lien of this Deed of Trust contemplated thereby, if all agreements and provisions contained herein are fully kept and performed by Grantor, and all the Secured Obligations shall be fully paid in all respects, then this Deed of Trust shall be void and Beneficiary shall promptly execute and deliver for recording a discharge of the same. Additionally, with respect to the release of the Property from the lien of this Deed of Trust contemplated by Section 2.13 of the Loan Agreement, Lender agrees to promptly execute and deliver for recording a discharge of this Deed of Trust accordance with such Section 2.13.

*[Signatures on following pages]*

WITNESS the execution hereof under seal effective the 17<sup>th</sup> day of November, 2017.

**GRANTOR:**

**BLY SOLAR CENTER, LLC**

By: 

Name: Frank Zhu

Title: Manager

# ACKNOWLEDGEMENT

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 documents.

State of California

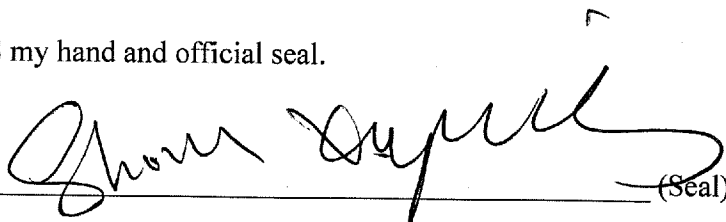
County of Contra Costa

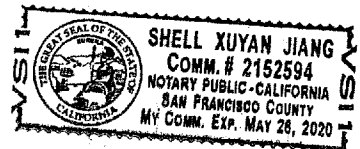
On 11/17/17 before me, Shell Xuyan Jiang, Notary Public, (here insert name and title of the officer) personally appeared Frank Zhu, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ 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

 (Seal)



**EXHIBIT A**

**Description of Property**  
**LEASED PREMISES AND LEASED EASEMENT PREMISES**

**PARCEL 1:**

A Leasehold in and to the following described property:

Land situated in the Northeast 1/4 of Section 11 Township 37 South, Range 14 East, Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

BEGINNING at the Northeast corner of said Section 11; thence South 00°43'05" West 2665.50 feet to the East 1/4 corner of said Section 11; thence along the South line of the Northeast 1/4 of said Section 11, North 89°37'59" West 1050.02 feet; thence North 00°43'05" East 697.47 feet; thence South 89°16'55" East 739.95 feet; thence North 00°43'05" East 1057.00 feet; thence North 89°16'55" West 789.95 feet; thence South 00°43'05" West 1276.00 feet; thence North 89°16'55" West 850.00 feet; thence North 00°43'05" East 2183.27 feet to the North line of said Section 11; thence along said North line of Section 11, South 89°34'53" East 1950.03 feet to the POINT OF BEGINNING.

**PARCEL 2:**

An easement for access as disclosed by instrument recorded February 7, 2017 as Instrument No. 2017-001225, described as follows:

Land situated in the Southeast 1/4 of the Northeast 1/4 of Section 11 Township 37 South, Range 14 East, Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

COMMENCING at the East 1/4 corner of said Section 11; thence along the South line of the Northeast 1/4 of said Section 11, North 89°37'59" West 1050.02 feet to the POINT OF BEGINNING; thence North 00°43'05" East 697.47 feet; thence North 89°16'55" West 50.00 feet; thence South 00°43'05" West 219.00 feet; thence North 89°16'55" West 213.94 feet to the West line of the Southeast 1/4 of the Northeast 1/4 of said Section 11; thence along said West line of the Southeast 1/4 of the Northeast 1/4 of Section 11, South 00°29'43" West 480.08 feet to the Southwest corner of said Southeast 1/4 of the Northeast 1/4 of Section 11; thence along the South line of the Northeast 1/4 of Section 11, South 89°37'59" West 262.08 feet to the POINT OF BEGINNING.

**PARCEL 3:**

An easement for access as disclosed by instrument recorded February 7, 2017 as Instrument No. 2017-001225, described as follows:

Land situated in the NE 1/4 of the SE 1/4 of Section 11 Township 37 South, Range 14 East, Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

COMMENCING at a 5/8" Iron Rod to mark the East 1/4 corner of Section 11; thence along the East line of Section 11, South 00°19'19" West 660.14 feet to a 5/8" Iron Rod being the POINT OF BEGINNING; thence South 88°54'03" West 545.82 feet to a point; thence North 41°45'47" West 908.96 feet to a point on the East - West centerline of Section 11; thence along said East - West centerline of Section 11 North 89°37'59" West 40.45 feet to a point; thence leaving said East - West centerline of Section 11, South 41°45'47" East 949.88 feet to a point; thence North 88°54'03" East 558.83 feet to a point on the East line of Section 11; thence along said East line of Section 11 North 00°21'59" East 30.01 feet to the POINT OF BEGINNING.

PARCEL 4:

An easement for transmission as disclosed by instrument recorded February 7, 2017 as Instrument No. 2017- 001225, described as follows:

Land situated in the SE 1/4 of Section 2, Township 37 South, Range 14 East, Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

BEGINNING at a 5/8" Iron Rod to mark the Southeast corner of Section 2; thence along the East line of Section 2, North 00°10'50" East 1712.00 feet; thence perpendicular to said East line of Section 2, South 89°49'10" West 75.00 feet to a point; thence parallel with said East line of Section 2 South 00°10'50" West 1711.69 feet to a point on the South line of Section 2; thence along said South line of Section 2 South 89°34'53" East 75.00 feet to the Point of Beginning.

## **EXHIBIT B**

### **Description of Property**

#### **EASEMENT 1**

An easement for access as disclosed by instrument recorded February 7, 2017 as Instrument No. 2017-001227, described as follows:

A 30 foot wide strip of land; situated in the 5 1/2 of the NE 1/4 of the SW 1/4 Section 12, Township 37 South, Range 14 East, Willamette meridian, Klamath County, Oregon, more particularly described as follows:

COMMENCING at a 5/8" Iron Rod to mark the West 1/4 corner of Section 12; thence along the West line of Section 12 South 00°19'19" West 660.14 feet to an Iron Rod at the northwest corner of the S 1/2 of the NW 1/4 of the SW 1/4 of said Section 12; thence along the northerly line of the said 5 1/2 of the NW 1/4 of the SW 1/4 of Section 12 North 88°54'03" East 1311.23 feet to the northwest corner of said S 1/2 of the NW 1/4 of the SW 1/4 of Section 12, being the POINT OF BEGINNING; thence along the northerly line of the S 1/2 of the NE 1/4 of the SW 1/4 of Said Section 12 North 88°54'03" East 650.67 feet to the West Right of Way of Forest Service Road 375; thence along the West Right of Way of Forest Service Road 375 South 00°51'02" West 30.02 feet to a point; thence leaving said Right of Way South 88°54'03" West 650.43 feet to a point on the West 1/16 line of said Section 12; thence along said West 1/16 line of Section 12 North 00°23'45" East 30.01 feet to the POINT OF BEGINNING.

## **EXHIBIT C**

### **Description of Property** **EASEMENT 2**

#### PARCEL 1:

An easement for access as disclosed by instrument recorded February 7, 2017 as Instrument No. 2017-001226 and further defined as Exhibit "B1" in said instrument, described as follows:

Land situated in the Southeast 1/4 of the Northeast 1/4 of Section 11 Township 37 South, Range 14 East, Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

COMMENCING at the East 1/4 corner of said Section 11; thence along the South line of the Northeast 1/4 of said Section 11, North 89°37'59" West 1050.02 feet to the POINT OF BEGINNING; thence North 00°43'05" East 697.47 feet; thence North 89°16'55" West 50.00 feet; thence South 00°43'05" West 219.00 feet; thence North 89°16'55" West 213.94 feet to the West line of the Southeast 1/4 of the Northeast 1/4 of said Section 11; thence along said West line of the Southeast 1/4 of the Northeast 1/4 of Section 11, South 00°29'43" West 480.08 feet to the Southwest corner of said Southeast 1/4 of the Northeast 1/4 of Section 11; thence along the South line of the Northeast 1/4 of Section 11, South 89°37'59" West 262.08 feet to the POINT OF BEGINNING.

#### PARCEL 2:

An easement for access as disclosed by instrument recorded February 7, 2017 as Instrument No. 2017-001226 and further defined as Exhibit "B2" in said instrument, described as follows:

A 30 foot wide strip of land; situated in the NE 1/4 of the SE 1/4 of Section 11 Township 37 South, Range 14 East, Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

COMMENCING at a 5/8" Iron Rod to mark the East 1/4 corner of Section 11; thence along the East line of Section 11 South 00°19'19" West 660.14 feet to a 5/8" Iron Rod being the POINT OF BEGINNING; thence South 88°54'03" West 545.82 feet to a point; thence North 41°45'47" West 908.96 feet to a point on the East - West centerline of Section 11; thence along said East — West centerline of Section 11 North 89°37'59" West 40.45 feet to a point; thence leaving said East-West centerline of Section 11 South 41°45'47" East 949.88 feet to a point; thence North 88°54'03" East 558.83 feet to a point on the East line of Section 11; thence along said East line of Section 11 North 00°21'59" East 30.01 feet to the POINT OF BEGINNING.



**EXHIBIT D**

**Description of Property**  
**EASEMENT 3**

An easement for access as disclosed by instrument recorded February 10, 2017 as Instrument No. 2017-001455, described as follows:

A 30 foot wide strip of land; situated in the S 1/2 of the NW 1/4 of the SW 1/4 Section 12, Township 37 South, Range 14 East, Willamette meridian, Klamath County, Oregon, more particularly described as follows:

The northerly 30 feet, measured at right angles to the northerly line of the S 1/2 of the NW 1/4 of the SW 1/4 of Section 12 Township 37 South, Range 14 East, Willamette meridian, Klamath County, Oregon.

**EXHIBIT E**

**Description of Property**  
**EASEMENT 4**

An easement for transmission facilities as disclosed by instrument recorded November 18, 2016 as Instrument No. 2016-012335, described as follows:

A 75 foot strip of land; situated in the NW 1/4 of the SW 1/4 of Section 1 Township 37 South. Range 14 East, Willamette meridian, Klamath County, Oregon, located over a portion of Tax Lot ID 37 14 01 00 01500, more particularly described as follows:

COMMENCING at a property corner being the intersection of the southerly right of way of the Klamath Falls Lakeview Highway, Oregon Highway No. 140, and the easterly right of way of Fish Hole Creek Road, US Forest Service Road No. 375. said point bears South 06°49'41" East 11.55 feet from a 1/2" iron rod set in County Survey 2401 by Albert Gastaldi, February 1977; thence along said easterly right of way of Fish Hole Creek Road, South 06°49'41" East 232.97 feet to the POINT OF BEGINNING; thence continuing along said easterly right of way of Fish Hole Creek Road, South 06°49'41" East 75.53 feet to a point at the northwest corner of Tax Lot 37 14 01 00 01600; thence leaving said easterly right of way of Fish Hole Creek Road, along the northerly line of said Tax Lot 37 14 01 00 01600, North 89°57'31" East, 268.00 feet to the northeast corner of said Tax Lot 37 14 01 00 01600; thence North 00°02'29" West, 75.00 feet; thence South 89°57'31" West, 276.93 feet to the POINT OF BEGINNING.

## **EXHIBIT F**

### **Description of Property** **EASEMENT 5**

An easement for transmission facilities as disclosed by instrument recorded January 24, 2017 as Instrument No. 2017-000687, described as follows:

A strip of land variable in width; situated in the NW 1/4 of the SW 1/4 of Section 1 Township 37 South, Range 14 East, Willamette meridian, Klamath County, Oregon, located over a portion of Tax Lot ID 37 14 01 00 01300, more particularly described as follows:

COMMENCING at a property corner being the intersection of the southerly right of way of the Klamath Falls — Lakeview Highway, Oregon Highway No. 140, and the westerly right of way of Fish Hole Creek Road, US Forest Service Road No. 375, said point being a 5/8" iron rod with orange plastic cap set in County Survey 8153 by Erik Huffman, October 2015; thence along said westerly right of way of Fish Hole Creek Road, South 06°49'41" East 274.82 feet to the POINT OF BEGINNING; thence leaving said westerly right of way of Fish Hole Creek Road, South 89°57'31" West 331.35 feet; thence South 44°45'37" West, 143.02 feet; thence North 89°19'15" West, 529.72 feet to a point on the west line of said Section 1; thence, along the west line of said Section 1, South 00°10'50" West, 75.00 feet; thence, leaving said west line of Section 1, South 89°19'15" East, 615.91 feet; thence North 29°42'07" East, 118.13 feet; thence North 89°57'31" East, 296.56 feet to a point on said westerly right of way of Fish Hole Creek Road; thence along said westerly right of way of Fish Hole Creek Road, North 06°49'41" West, 75.53 feet to the POINT OF BEGINNING.