

AFTER RECORDING RETURN TO:

Foley & Lardner LLP
90 Park Avenue
New York, New York 10016-1314
Attn: Jocelyn E. Lavallo, Esq.

LINE OF CREDIT INSTRUMENT

Maximum principal amount to be advanced: \$8,000,000.00; however, such maximum principal amount to be advanced may be exceeded by advances to complete construction projects upon the property encumbered hereby.

Maturity date: March 31, 2043, exclusive of options to renew or extend, if any.

**LEASEHOLD DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF
RENTS AND PROCEEDS, FINANCING STATEMENT AND FIXTURE FILING**

(OREGON)

THIS DOCUMENT CONSTITUTES A FIXTURE FILING IN ACCORDANCE WITH ORS
SECTION 79.0502(3).

Dated: March 14, 2018

Grantor: **KLAMATH FALLS SOLAR 2, LLC**, a Delaware limited liability company

Trustee: **AMERITITLE, INC.**, an Oregon corporation

Beneficiary: **LIVE OAK BANKING COMPANY**, a North Carolina chartered banking
corporation

ADDITIONAL STATUTORY NOTICES:

A. The address of the persons holding a lien or other interest created by this instrument is:

Live Oak Banking Company
1741 Tiburon Drive
Wilmington, North Carolina 28403
Attn: Department of Leasing

B. The tax account number for the property subject to the lien or in which the interest is
created is:

3909-01600-00200-000

C. Type of transaction: Creation of deed of trust lien and security interests encumbering the
properties described herein.

LEASEHOLD DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND
PROCEEDS, FINANCING STATEMENT AND FIXTURE FILING

THIS LEASEHOLD DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND PROCEEDS, FINANCING STATEMENT AND FIXTURE FILING (this "Deed of Trust"), dated as of March 14, 2018, by KLAMATH FALLS SOLAR 2, LLC, a Delaware limited liability company, whose address is c/o Clean Focus Renewables, Inc., 150 Mathilda Place, Suite 206, Sunnyvale, California 94086, as grantor ("Grantor"), to AMERITITLE, INC., an Oregon corporation, whose address is 300 Klamath Ave., Klamath Falls, Oregon, 97601, as trustee ("Trustee"), for the benefit of LIVE OAK BANKING COMPANY, a North Carolina chartered banking corporation having an address of 1741 Tiburon Drive, Wilmington, North Carolina 28403, Attention: Department of Leasing, as beneficiary ("Beneficiary").

RECITALS:

WHEREAS, Grantor and Beneficiary are parties to that certain (i) Commercial Solar Sale Leaseback Agreement, dated of even date herewith (as the same may be amended, supplemented or otherwise modified from time to time in accordance with the provisions thereof, the "Solar Lease Agreement"), and (ii) other agreements entered into with respect to a sale and leaseback transaction between Grantor and Beneficiary, pursuant to which Beneficiary purchased certain solar photovoltaic and ancillary equipment (the "Equipment") from Grantor and Grantor immediately leased the Equipment back from Beneficiary (collectively, the "Lease Documents");

WHEREAS, as a condition to Beneficiary entering into the Lease Documents, Beneficiary has required that Grantor enter into this Deed of Trust to secure the performance of its obligations under the Lease Documents and the other Obligations (as hereinafter defined); and

WHEREAS, Grantor, Trustee and Beneficiary acknowledge that this Deed of Trust incorporates by reference certain definitions and provisions of the Ground Lease (as hereinafter defined), the Solar Lease Agreement and the other Lease Documents. Capitalized terms used herein which are not otherwise defined herein are used as defined in the Solar Lease Agreement.

NOW, THEREFORE, in consideration of the premises contained herein and to secure payment and performance of (a) all of Grantor's obligations under the Solar Lease Agreement and each of the other Lease Documents to which Grantor is a party; (b) all indebtedness payable by Grantor pursuant to the provisions of and evidenced by this Deed of Trust, including, without limitation, any amounts advanced to protect the liens and security interests herein granted and all reasonable attorney's fees, court costs, and expenses of whatever kind or character now existing or hereafter created or arising, incident thereto or to the collection of the indebtedness, liabilities and obligations hereby secured and enforcement of the liens and security interests herein granted and created; (c) all other indebtedness payable by Grantor to Beneficiary of whatever kind or character now existing or hereafter created or arising, whether fixed, absolute or contingent, direct or indirect, primary or secondary, joint, several or joint and several, due or to become due, and however evidenced whether by note, open account, overdraft, endorsement, security agreement, guarantee or otherwise, it being contemplated that Grantor may hereafter become indebted to Trustee in such further sum or sums; and (d) all indebtedness evidenced by all renewals, extensions and restatements of, modifications, changes, amendments and supplements to and substitutions for, all or any part of the foregoing (all of the indebtedness, obligations and liabilities of Grantor described in (a) through (d), inclusive, being hereinafter called, collectively, the "Obligations"), and in consideration of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, Grantor does hereby GRANTS, TRANSFERS, BARGAINS, SELLS, CONFIRMS, CONVEYS AND ASSIGNS as security and GRANTS A SECURITY INTEREST unto

Trustee in trust, with power of sale, for the benefit of Beneficiary, all of Grantor's interest, now or hereafter acquired, in the following described property (the "Collateral"):

- A. All of Grantor's right, title and interest in and to that certain real property located in Klamath County, State of Oregon, as more particularly described on EXHIBIT A attached hereto and incorporated herein by this reference (the "Real Property");
- B. Grantor's right, title and interest in and to that certain Land Lease and Solar Easement dated as of February 3, 2016, by and between Eileen Gibbons and Keith D. Goode, Successor Co-Trustees of the Juanita S. Goode Trust, U.A.D. November 8, 1999, who took title as the Juanita Goode Trust and Ewauna Park, LLC (collectively, and with their successors and assigns, the "Ground Lessor") and Grantor (as the same may be amended, assigned, modified, restated, extended or supplemented from time to time, the "Ground Lease");
- C. All of Grantor's right, title and interest in and to any and all structures, improvements, tenements, buildings, facilities and fixtures now or hereafter located or constructed on the Real Property including, without limitation, the Power Facilities (as defined in the Ground Lease) and all solar power generating facilities, transmission facilities and all other lessee improvements, and all other articles attached thereto or used in connection therewith and all parts which may from time to time be incorporated or installed in or attached thereto, and now or hereafter located in, on or under the Real Property or such improvements, and all additions thereto and replacements and substitutions therefor (collectively, the "Improvements"), as well as all easements, licenses, permits, rights-of-way, privileges, reservations, allowances, hereditaments and appurtenances, now or hereafter belonging or pertaining to the Real Property;
- D. All of Grantor's right, title and interest in and to any land lying between the boundaries of the Real Property and the center line of any adjacent street, road, avenue or alley, whether existing, vacated or proposed;
- E. All of Grantor's right, title and interest in and to all minerals, crops, timber, trees, shrubs, plants, flowers and landscaping features or materials now or hereafter located on, under or above the Real Property;
- F. All of Grantor's right, title and interest in and to all as-extracted collateral produced from or allocated to the Real Property;
- G. All of Grantor's right, title and interest in and to all development rights associated with the Real Property, now existing or hereafter transferred to the Real Property from other real property or now or hereafter susceptible of transfer to or from the Real Property;
- H. All of Grantor's right, title and interest in and to all insurance proceeds paid or payable upon any damage to or destruction of any Improvements or other property, whether real, personal or mixed, located on the Real Property;
- I. All of Grantor's right, title and interest in and to all awards and payments, including without limitation interest payments, resulting from the exercise of any right of condemnation or eminent domain or from any other public or private taking of, injury to or decrease in the value of, any of the Real Property or Improvements, or any agreement or conveyance in lieu of any such action;
- J. All of Grantor's right, title and interest in and to all architects', contractors' and suppliers' agreements and contracts, and all designs, plans, specifications, manuals and other records

relating to the construction and improvements on or to the Real Property, whether now or in the future, including, without limitation, all foundation designs and plans, project designs, plans and manuals, instruction manuals, operating manuals, service manuals and maintenance manuals;

- K. All of Grantor's right, title and interest in and to any and all rights to obtain water, sewer and other services from municipalities and service districts, together with all deposits given to such entities;
- L. All of Grantor's right, title and interest in and to all (i) leases, tenancies or other occupancy arrangements, whether oral or written, now or hereafter entered into in connection with or affecting the Real Property, or any part thereof (collectively, the "Leases") and (ii) rents, income, receipts, revenues, issues and profits of or from the Real Property and the Improvements;
- M. All of Grantor's right, title and interest in and to any and all rights and estates in reversion or remainder;
- N. All of Grantor's right, title and interest in and to all water and water rights, ditches and ditch rights, reservoirs and storage rights, wells and well rights, springs and spring rights, groundwater rights (whether tributary, nontributary or not-nontributary), water contracts, water allotments, water taps, shares in ditch or reservoir companies, and all other rights of any kind or nature in or to the use of water, which are appurtenant to, historically used on or in connection with, or located on or under the Real Property, together with any and all easements, rights of way, fixtures, personal property, contract rights, permits or decrees associated with or used in connection with any such rights;
- O. All of Grantor's right, title and interest in and to the following property: all machinery, appliances, apparatus, equipment, furniture, furnishings, fittings and fixtures and software embedded therein (whether actually or constructively attached, and including all trade fixtures) now or hereafter located in, on or under the Real Property or Improvements and used or usable in connection with any present or future operation on the Real Property, and all additions thereto and replacements and substitutions therefor;
- P. All of Grantor's right, title and interest in and to goods, inventory, equipment, building and other materials, supplies, and other tangible personal property of every nature now owned or hereafter acquired by Grantor and used or intended for use in the construction, development, or operation of the Real Property or any Improvements, together with all accessions thereto, replacements and substitutions therefor;
- Q. All of Grantor's right, title and interest in and to the records and books, computer programs, tapes, discs, software and other like records and information now or hereafter maintained by or on behalf of Grantor in connection with the operation of the Real Property or the Improvements;
- R. All of Grantor's right, title and interest in and to monies in the possession of Beneficiary (including without limitation retainages and deposits for taxes and insurance), and all deposits or prepayments made by Grantor or due, payable or refundable to Grantor at any time arising out of or in connection with all or any part of the Collateral;
- S. All of Grantor's right, title and interest in and to deposit accounts and other bank or similar accounts of Grantor now existing or created in the future (together with all amounts in any such accounts from time to time), monies, accounts, accounts receivable, contract rights and general intangibles (whether now owned or existing or hereafter created or acquired, and including

proceeds thereof) relating in any way to, or arising in any manner from, Grantor's ownership, use, operation, leasing, or sale of all or any part of the Collateral;

- T. All of Grantor's right, title and interest in and to any other real property acquired by Grantor after the date hereof which is adjacent or contiguous to the Real Property and is acquired by Grantor as a continuation, completion, correction or supplement to the Real Property;
- U. All of Grantor's right, title and interest in and to present and future leases, subleases, licenses, concessions or grants or other possessory interests now or hereafter in force, whether oral or written, covering or affecting all or any portion of the Improvements or the Real Property, and all modifications, extensions or renewals thereof;
- V. All of Grantor's right, title and interest in and to all patents, trademarks, tradenames, copyrights and other intellectual property rights and privileges now owned or hereafter acquired in connection with the Real Property or the Improvements and, with respect to trademark and service mark applications that are so-called "intent-to-use" applications, together with the entire business or portion thereof to which such applications pertain as required by 15 U.S.C. Section 1060;
- W. To the extent not included in Subsection 1.1A through Subsection 1.1V, all of the personal and fixture property of every kind and nature, all proceeds and products thereof, and all supporting obligations ancillary to or arising in any way in connection therewith (including, without limitation, all furniture, fixtures, raw materials and deposit accounts, books, records, ledger sheets, files and other data and documents, including records in any form (digital or other) and recorded in or through any medium (magnetic, lasergraphic or other) and all machinery and processes (including computer programming instructions) required to read and print such records), now or hereafter existing, and all other rights and interests, present and future, tangible and intangible, which are owned by Grantor or in which Grantor otherwise has any rights, including without limitation all of Grantor's right, title and interest in and to all "accounts," "as-extracted collateral," "certificated securities," "chattel paper," "commercial tort claims," "commodity accounts," "commodity contracts," "deposit accounts," "documents," "electronic chattel paper," "equipment," "farm products," "fixtures," "general intangibles," "goods," "health-care insurance receivables," "instruments," "inventory," "investment property," "letter-of-credit rights" (whether or not the letter of credit is evidenced by a writing), "payment intangibles," "securities," "securities accounts," "security entitlements," "supporting obligations," and "uncertificated securities," as all such quoted terms are defined in or encompassed by the Uniform Commercial Code as enacted by the State of New York as in effect from time to time;
- X. All interests, estates and other claims, both in law and in equity, that Grantor now has or may hereafter acquire in (1) the Real Property; (2) all easements, rights of way and rights used in connection with the Real Property or the Improvements; and (3) all tenements, hereditaments and appurtenances in any manner belonging, relating or appertaining thereto; together with other interests of every kind and character that Grantor now has or at any time hereafter acquired in and to the Real Property or the Improvements and all other real property, personal property and other property that is used or useful in connection therewith, including rights of ingress and egress and all reversionary rights of Grantor with respect to such property;
- Y. All renewals, extensions and restatements of, modifications, changes, amendments and supplements to, and substitutions for the estates, property, interests and rights described or referred to in Subsection 1.1A through Subsection 1.1X above, and all additions and accessions thereto;

Z. All of the rights, privileges, benefits, hereditaments and appurtenances in any way belonging, incidental or appertaining to the estates, property, interests and rights described or referred to in Subsection 1.1A through Subsection 1.1Y above; and

AA. All of the proceeds and products of the estates, property, interests and rights described or referred to in Subsection 1.1A through Subsection 1.1Z above, including without limitation, condemnation awards and the proceeds of any and all insurance policies (including title insurance policies as well as other types of insurance policies) covering all or any part of said estates, property, interests or rights and, to the extent they may constitute proceeds, instruments, accounts, securities, general intangibles, contract rights and inventory.

As additional security for the Obligations secured hereby, Grantor does hereby (A) absolutely pledge and assign to Beneficiary, its successors and assigns, from and after the date hereof (including any period of redemption), primarily and on a parity with the Real Property, and not secondarily, all of Grantor's rents, royalties, issues, profits, proceeds and income, including, without limitation, all payments received under any power purchase agreement and any other contract or agreement of Grantor, proceeds of any business interruption insurance, other income derived from the sale or use of electric energy capacity or energy transmitted or distributed, and income from the sale of renewable energy credits or other environmental credits (collectively, "Rents") in, to or relating or attributed to any of the Collateral or to any of the estates, property rights or other interests described or referred to above, together with all of the proceeds thereof, and (B) grants a security interest to the Beneficiary in all of the personal property included in the Collateral and any proceeds thereof.

Nothing herein contained shall be construed as constituting the Trustee or Beneficiary a Beneficiary-in-possession in the absence of the taking of actual possession of the Collateral by the Beneficiary. Nothing contained in this Deed of Trust shall be construed as imposing on Trustee or Beneficiary any of the obligations of the lessor under any Lease of the Collateral in the absence of an explicit written assumption thereof (on a case-by-case basis) by Beneficiary.

TO HAVE AND TO HOLD the Collateral, properties, rights and privileges hereby conveyed or assigned, or intended so to be, unto Trustee and its successors, in trust for the benefit of Beneficiary, its successors and assigns, forever for the uses and purposes herein set forth. Grantor (on behalf of itself and all persons now or hereafter claiming by, through or under Grantor) hereby releases and waives all rights under and by virtue of the homestead exemption laws, if any, of the State of Oregon and, to the extent permitted by applicable law, both its statutory and equitable rights of redemption, and Grantor hereby covenants, represents and warrants that, at the time of the ensealing and delivery of these presents: (i) Grantor is well and lawfully possessed of the Real Property by virtue of its interest in and to the Ground Lease as a good and perfect leasehold estate; (ii) Grantor is well seized of good title or valid rights and interests in and to the balance of the Collateral; and (iii) Grantor has with full power and lawful authority to grant, transfer, convey and assign and to grant a security interest unto Trustee, for the benefit of Beneficiary, and its successors and assigns, the Collateral as set forth herein, and that the title to the Collateral is free and clear of all liens and other encumbrances, except for Permitted Liens (as hereinafter defined). Grantor shall forever warrant, defend and preserve such title and the validity and priority of the lien and security title of this Deed of Trust and shall forever warrant and defend the same, subject to the Permitted Liens, to Trustee and/or Beneficiary, and their respective successors and assigns, against the claims of any person or entity.

Grantor, Trustee and Beneficiary agree and acknowledge that Beneficiary may elect to make additional advances to Grantor under the terms of the Solar Lease Agreement, the Lease Documents or otherwise, and Grantor's obligations with respect to any such future advances shall be subject to, and secured by, this Deed of Trust. Should the Obligations decrease or increase pursuant to the terms of the Solar Lease Agreement or any of the other Lease Documents, at any time or from time to time, this Deed of Trust shall retain its priority position of record until (i) the termination of the Solar Lease Agreement, (ii) the full, final and complete payment or performance (as applicable) of all the Obligations, and (iii) the full release and termination of the liens and security interests created by this Deed of Trust. The maximum principal indebtedness outstanding at any particular time (after having given effect to all advances and all repayments made prior to such time) which is secured by this Deed of Trust shall not aggregate in excess of \$8,000,000.00. Such amount does not in any way imply that Beneficiary is obligated to make any future advances to Grantor at any time unless specifically so provided in the Solar Lease Agreement or any of the other documents or instruments executed in connection therewith.

AND Grantor and Beneficiary do hereby covenant and warrant as follows:

ARTICLE I

Warranties, Representations, Covenants and Indemnities

Section 1.1 **Representations and Warranties.** Grantor warrants and represents as follows:

A. **Status of Grantor.** Grantor is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware. Grantor is duly qualified as a domestic limited liability company, authorized to do business and is in good standing under the laws of each other jurisdiction wherein the character of the properties owned or held by it or the nature of the business transacted by it makes such qualification necessary, except where the failure to so qualify could not reasonably be expected to have a material adverse effect on the financial condition or business operations of Grantor.

B. **Power and Authority; Due Authorization; Enforceability.** Grantor has the power and authority to carry on its business, to execute, deliver and perform its obligations under this Deed of Trust and to grant, transfer, convey and assign as security and grant a security interest in the Collateral as provided herein. The execution, delivery and performance by Grantor of this Deed of Trust and all transactions contemplated herein have been duly authorized by all necessary limited liability company action. This Deed of Trust constitutes the valid and binding obligation of Grantor, enforceable against it in accordance with its terms.

C. **No Conflicts or Consents.** The ownership or intended use of the Collateral by Grantor, the execution, delivery and performance by Grantor of this Deed of Trust, the grant of liens and security interests by Grantor as provided in this Deed of Trust, and the exercise by Trustee and/or Beneficiary of any rights or remedies hereunder do not and will not (1) conflict with, violate or result in a breach or default under (a) any legal requirement applicable to Grantor or its properties or assets, (b) any provision of the certificate of formation, the limited liability company agreement or other governing documents of Grantor, or (c) any material agreement, judgment, license, order or permit applicable to or binding upon Grantor or its properties or assets, (2) result in the acceleration of any obligations, including the Obligations, owed by Grantor, or (3) result in or require the creation of any lien upon any assets or properties of Grantor except as expressly contemplated by this Deed of Trust. No permit, consent, approval, authorization or order of, and no notice to or filing with any governmental authority or other

person is required in connection with the execution,⁴ delivery or performance by Grantor of this Deed of Trust, the grant by Grantor of the liens and security interests herein, or the exercise by Trustee and/or Beneficiary of their rights and remedies hereunder.

D. Title. Grantor has good and marketable title to the Collateral and good, legal and valid interests in the Real Property, in each case free and clear of all liens, encumbrances and other exceptions to title, except as expressly permitted in writing by Beneficiary ("Permitted Liens"). Upon proper recordation of this Deed of Trust and the filing of applicable UCC financing statements, the lien of this Deed of Trust constitutes a valid and subsisting first priority lien of record on all of the real property Collateral and a first priority perfected security interest in all of the personal property Collateral in which a security interest may be perfected by the filing of financing statements, in each case subject to no liens or encumbrances except Permitted Liens.

E. Environmental Matters.

(1) The Collateral is, and at all times has been, operated in compliance with all applicable Environmental Laws (as hereinafter defined); and no conditions exist on or with respect to the Collateral or, to the best of Grantor's knowledge, on any property adjoining the Collateral that would subject Grantor, Trustee, Beneficiary or the owner of any adjoining property to any damages (including without limitation, actual, consequential, exemplary and punitive damages), penalties, injunctive relief or cleanup costs under any Environmental Laws, or that require or are likely to require cleanup, removal, remedial action or other response by Grantor, Trustee, Beneficiary or the owner of any adjoining property pursuant to any Environmental Laws. Grantor is not a party to any litigation or administrative proceeding, nor, to the best of Grantor's knowledge, is any litigation, administrative proceeding or investigation threatened against Grantor or the Collateral, that asserts or alleges that Grantor or its predecessors in title to the Collateral violated or are violating Environmental Laws or that Grantor or such predecessors are required to clean up, remove or take remedial or other responsive action due to the use, storage, treatment, disposal, discharge, leaking or release of any Hazardous Substances or Solid Waste (as such terms are hereinafter defined). Neither Grantor, such predecessors nor any part of the Collateral is subject to any judgment, decree, order or citation related to or arising out of Environmental Laws and Grantor has not been named or listed as a potentially responsible party by any governmental or other entity in a matter arising under or relating to any Environmental Laws. Grantor and such predecessors have obtained all permits, licenses and approvals required under Environmental Laws and have taken all required action in response to Hazardous Substances or Solid Waste which have been discharged, leaked, spilled or released, under or at the Collateral or stored, treated or recycled at or in tanks or other facilities thereon or related thereto which require cleanup, removal or some other remedial action under Environmental Laws. This representation shall continue to be true and correct following disclosure to the applicable governmental authorities of all relevant facts, conditions, and circumstances, if any, pertaining to the Collateral or to Grantor.

(2) Grantor undertook, at the time of acquisition of the Collateral, all appropriate inquiry into the previous ownership and uses of the Collateral consistent with good commercial and industry practice. Grantor has taken all steps necessary to determine and has determined that no Hazardous Substances or Solid Waste have been disposed of or otherwise released on, to or from the Collateral, except in full compliance with all Environmental Laws. The use which Grantor makes and intends to make of the Collateral will not result in the use or storage of any Hazardous Substances or Solid Waste on, in or in connection with the Collateral, or disposal from the Collateral, except in full compliance with all Environmental Laws, or result in any requirement that Grantor apply for or obtain a permit under RCRA (as hereinafter defined) or

other Environmental Law for the treatment, storage or disposal of Hazardous Substances or Solid Waste. There are no regulated underground storage tanks located on, in or under the Collateral.

(3) As used herein, the term "Environmental Laws" shall mean any and all present and future laws (whether common or statutory), compacts, treaties, conventions or rules, regulations, codes, plans, requirements, criteria, standards, orders, decrees, judgments, injunctions, notices or demand letters issued, promulgated or entered thereunder by any federal, tribal, state or local governmental entity relating to public or employee health and safety, pollution or protection of the environment, including without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendment and Reauthorization Act of 1986 ("CERCLA"), the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act Amendments of 1980, and the Hazardous and Solid Waste Amendments of 1984, ("RCRA"), the Federal Safe Drinking Water Act, the Federal Water Pollution Control Act, the Oil Pollution Act of 1990, the Emergency Planning and Community Right-to-Know Act of 1986, the Clean Air Act and any and all other federal, state, tribal and local laws, rules, regulations and orders relating to reclamation of land, wetlands and waterways or relating to use, storage, emissions, discharge, cleanup, release or threatened release of pollutants, contaminants, chemicals or industrial, toxic or Hazardous Substances or Solid Waste on or into the workplace or the environment (including without limitation, ambient air, oceans, waterways, wetlands, surface water, ground water (tributary, nontributary and not nontributary), land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transportation or handling of pollutants, contaminants, chemicals or industrial, toxic, hazardous or similar substances, as all of the foregoing may be amended, supplemented and reauthorized from time to time.

(4) As used herein, the term "Hazardous Substances" shall mean any and all (a) "hazardous substances," as defined by CERCLA; (b) "hazardous wastes," as defined by RCRA; (c) any pollutant, contaminate or hazardous, dangerous or toxic chemicals, materials or substances within the meaning of any Environmental Law; (d) any radioactive material, including any source, special nuclear or by-product material as defined at 42 U.S.C. § 2011 et seq., as amended; and (e) asbestos in any form or condition. As used herein, the term "release" shall have the meaning specified in CERCLA, and the terms "Solid Waste," "disposal" or "disposed" shall have the meaning specified in RCRA. In the event CERCLA, RCRA or any other applicable Environmental Law is amended so as to broaden the meaning of any terms defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment; and to the extent that the laws of any state in which the Collateral are located establish a meaning for "hazardous substance," "release," "solid waste," "hazardous wastes," or "disposal" that is broader than that specified in either CERCLA or RCRA, such broader meaning shall apply.

F. Non-Foreign Person Status. Grantor is not a "foreign person" within the meaning of the Internal Revenue Code of 1986, as amended (the "Code"), Sections 1445 and 7701; that is, Grantor is not a nonresident alien, foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined in the Code and any regulations promulgated thereunder.

G. Structure. Grantor's exact legal name (as indicated on the public record of Grantor's jurisdiction of formation or organization), identity, corporate structure and state of organization are correctly reflected in the preamble to this Deed of Trust. Grantor is organized solely under the law of the jurisdiction so specified and has not filed any certificates of domestication, transfer or continuance in any other jurisdiction. The jurisdiction of Grantor's

organization or formation is required to maintain a public record showing Grantor to have been organized or formed. Except as otherwise disclosed in writing to Beneficiary, Grantor has not changed its name, jurisdiction of organization, chief executive office or sole place of business, as applicable, or its corporate structure in any way (e.g. by merger, consolidation, change in corporate form or otherwise) within the past five (5) years preceding execution of this Deed of Trust and has not within the last five (5) years preceding execution of this Deed of Trust become bound (whether as a result of merger or otherwise) as a Grantor under a security agreement entered into by another person or entity, which has not heretofore been terminated.

Section 1.2 Covenants. Grantor covenants and agrees as follows:

A. Obligations. Grantor shall pay and perform the Obligations when due in accordance with the terms of the Solar Lease Agreement, the Lease Documents and this Deed of Trust.

B. Recording and Filing. Grantor shall (1) promptly and at Grantor's own expense, file in such offices, at such times and as often as may be necessary, this Deed of Trust and every other instrument in addition or supplemental hereto, including applicable financing statements, as may be necessary to create, perfect, maintain and preserve the first priority of the liens and security interests intended to be created hereby and the rights and remedies of Trustee and Beneficiary hereunder; (2) promptly furnish to Trustee and Beneficiary evidence satisfactory to Trustee and Beneficiary of all such filings; and (3) otherwise do all things necessary or expedient to be done effectively to create, perfect, maintain and preserve the priority of the liens, security title and security interests intended to be created hereby as a first lien on real property and fixtures and a first priority security interest in personal property and fixtures.

C. Notification of Breach. Grantor shall promptly notify Beneficiary (1) if any representation or warranty of Grantor contained in this Deed of Trust is discovered to be or becomes untrue, or (2) Grantor fails to perform or comply with any covenant or agreement contained in this Deed of Trust or it is reasonably anticipated that Grantor will be unable to perform or comply with any covenant or agreement contained in this Deed of Trust. Grantor shall cause all the representations and warranties of Grantor contained in this Deed of Trust to be true and correct in all material respects from time to time and all times.

D. Defense of Title. If the title or interest of Grantor, Trustee, or Beneficiary to the Collateral or any part thereof, or the lien or encumbrance created by this Deed of Trust, or the rights or powers of Trustee or Beneficiary hereunder, shall be attacked, either directly or indirectly, or if any legal proceedings are commenced against Grantor or the Collateral, Grantor shall promptly give written notice thereof to Beneficiary and at Grantor's own expense shall take all reasonable steps diligently to defend against any such attack or proceedings, employing attorneys acceptable to Beneficiary. Trustee and Beneficiary may take such independent action in connection therewith as they may in their discretion deem advisable, and all costs and expenses, including without limitation, attorneys' fees and legal expenses, incurred by or on behalf of Trustee and/or Beneficiary in connection therewith shall be a demand obligation owing by Grantor to Beneficiary and shall bear interest at the default rate under the Solar Lease Agreement until paid, and shall constitute a part of the Obligations secured and evidenced by this Deed of Trust.

E. Environmental Matters. Grantor shall comply with all Environmental Laws and shall maintain and obtain all permits, licenses and approvals required under Environmental Laws. Grantor shall not cause or permit the Collateral or Grantor to be in violation of, or do anything or

permit anything to be done that will subject the Collateral, Grantor, Trustee or Beneficiary to any remedial obligations under any applicable Environmental Laws, assuming disclosure to the applicable governmental authorities of all relevant facts, conditions and circumstances, if any, pertaining to the Collateral or otherwise. Grantor shall promptly notify Beneficiary in writing of any existing, pending or threatened investigation or inquiry by any governmental authority in connection with any applicable Environmental Laws. Grantor shall take all steps necessary to determine that no Hazardous Substances or Solid Waste have been used or stored on, in or in connection with the Collateral, or disposed of or otherwise released on, to or from the Collateral, except in full compliance with all Environmental Laws. Grantor shall not cause or permit the use or storage of Hazardous Substances or Solid Waste on, in or in connection with the Collateral or disposal of Hazardous Substances or Solid Waste from the Collateral, except in full compliance with all Environmental Laws, or make any use of the Collateral that results in any requirement that Grantor apply for or obtain a permit under RCRA or other Environmental Law for the treatment, storage or disposal of Hazardous Substances or Solid Waste. Grantor covenants and agrees to keep or cause the Collateral to be kept free of any Hazardous Substances or Solid Waste except in full compliance with all Environmental Laws, and, promptly upon the discovery that the presence of any such substance on the Collateral is not in full compliance, to remove the same (or if removal is prohibited by law, to take whatever action is required by law) at its sole expense. Upon Beneficiary's reasonable request based upon the condition of or operations on the Collateral, at any time and from time to time, Grantor shall provide at Grantor's sole expense inspections, tests and audits of the Collateral from an engineering or consulting firm approved by Beneficiary indicating the presence or absence of Hazardous Substances or Solid Waste on, in or under the Collateral that are not in compliance with applicable Environmental Laws. If Grantor fails to provide same after twenty (20) days' notice, Beneficiary may order same, and Grantor grants to Beneficiary and its respective employees, agents, contractors, designees and consultants access to the Collateral and a license (which is coupled with an interest and irrevocable) to perform inspections, tests and audits. The cost of such inspections, tests and audits shall be a demand obligation owing by Grantor to Beneficiary and shall bear interest at the default rate under the Solar Lease Agreement until paid, and shall constitute a part of the Obligations secured and evidenced by this Deed of Trust. Nothing contained herein shall relieve Grantor from conducting its own inspections, tests and audits or taking any other steps necessary to comply with all Environmental Laws, nor shall anything contained herein be construed to imply or impose any duty on Beneficiary concerning Grantor's compliance or noncompliance therewith. Beneficiary's rights under this Subsection 1.2E are for the sole purpose of protecting Beneficiary's security for the repayment of the Obligations and shall not under any circumstances be construed as granting the right to participate or constitute participation in the management of the Collateral or the business conducted thereon.

F. Change in Structure. Grantor shall not cause or permit any change to be made in its name, identity, corporate structure or state of organization, unless Grantor shall have notified Beneficiary of such change at least thirty (30) days prior to the effective date of such change, and shall have first taken all action required by Beneficiary for the purpose of further perfecting or protecting Trustee's and/or Beneficiary's security interests or liens in the Collateral. In any notice furnished pursuant to this Subsection 1.2F, Grantor shall expressly state that the notice is required by this Deed of Trust and contains facts that may require additional filings of financing statements or other notices for the purposes of continuing perfection of Trustee's and/or Beneficiary's security interests in the Collateral.

G. Payment of Taxes. Grantor shall pay all transfer taxes, mortgage taxes, recording fees, and any other fees required by or imposed by the State of Oregon or the county in which the Collateral is located in order to record this Deed of Trust in the Register's Office of said county.

H. Further Assurances. Grantor shall execute, acknowledge and deliver, or cause to be executed, acknowledged or delivered, to Beneficiary such other and further instruments and do such other acts as in the reasonable opinion of Beneficiary may be necessary or desirable to effect the intent of this Deed of Trust, promptly upon request of Beneficiary and at Grantor's expense.

Section 1.3 Costs, Expenses and Indemnities. Grantor agrees to pay and indemnify Trustee and Beneficiary as follows:

A. Costs and Expenses. Grantor shall indemnify each of Trustee and Beneficiary from and reimburse and pay each of Trustee and Beneficiary for all fees, costs and expenses (including without limitation, attorneys' fees, court costs and legal expenses and consultant's and expert's fees and expenses), incurred or expended by Trustee or Beneficiary in connection with (1) the breach by Grantor of any representation or warranty contained in this Deed of Trust, the Solar Lease Agreement, any other Lease Document, the Ground Lease or any other documents and instruments evidencing, securing or otherwise relating to the Obligations, (2) the failure by Grantor to perform any agreement, covenant, condition, indemnity or obligation contained in this Deed of Trust, the Solar Lease Agreement, any other Lease Document, the Ground Lease or any other documents and instruments evidencing, securing or otherwise relating to the Obligations, (3) Beneficiary's and/or Grantor's exercise of any of their rights and remedies under this Deed of Trust, the Solar Lease Agreement, any other Lease Document, the Ground Lease, and the other documents and instruments evidencing, securing or otherwise relating to the Obligations, or (4) the protection of the Collateral and the liens thereon and security interests therein. All such fees, costs and expenses shall be a demand obligation owing by Grantor to Beneficiary (as applicable) and shall bear interest at the default rate under the Solar Lease Agreement until paid, and shall constitute a part of the Obligations secured and evidenced by this Deed of Trust. The liabilities of Grantor as set forth in this Subsection 1.3A shall survive the termination of this Deed of Trust.

B. Indemnity. Grantor shall indemnify and hold harmless Trustee and Beneficiary, and all persons or entities owned or controlled by or affiliated with Trustee or Beneficiary and their respective directors, officers, shareholders, partners, employees, consultants and agents (herein individually, an "Indemnified Party," and collectively, "Indemnified Parties") from and against, and reimburse and pay Indemnified Parties with respect to, any and all claims, demands, liabilities, losses, damages (including without limitation, actual, consequential, exemplary and punitive damages), causes of action, judgments, penalties, fees, costs and expenses (including without limitation, attorneys' fees, court costs and legal expenses and consultant's and expert's fees and expenses), of any and every kind or character, known or unknown, fixed or contingent (collectively, "Claims"), that may be imposed upon, asserted against or incurred or paid by or on behalf of any Indemnified Party on account of, in connection with, or arising out of (1) any bodily injury or death or property damage occurring in or upon or in the vicinity of the Collateral through any cause whatsoever, (2) any act performed or omitted to be performed hereunder or the breach of or failure to perform any warranty, representation, indemnity, covenant, agreement or condition contained in this Deed of Trust, the Solar Lease Agreement, any other Lease Document, the Ground Lease or any other documents and instruments evidencing, securing or relating to the Obligations, (3) any transaction, act, omission, event or circumstance arising out of or in any way connected with the Collateral or with this Deed of Trust, the Solar Lease Agreement, any other Lease Document, the Ground Lease or any other documents and instruments evidencing, securing or relating to the Obligations, and (4) the violation of or failure to comply with any statute, law, rule, regulation or order, including without limitation, Environmental Laws and statutes, laws, rules, regulations and orders relating to Hazardous Substances or Solid Waste. Without limiting the generality of the foregoing, it is

the intention of Grantor and Grantor agrees that the foregoing indemnities shall apply to each Indemnified Party with respect to Claims that in whole or in part are caused by or arise out of the negligence of such Indemnified Party; however, such indemnities shall not apply to any Indemnified Party to the extent the subject of the indemnification is caused by or arises out of the gross negligence or willful misconduct of such Indemnified Party. The foregoing indemnities shall not terminate upon the release, foreclosure or other termination of this Deed of Trust, but shall survive the foreclosure of the liens and security interests created by this Deed of Trust or conveyance in lieu of foreclosure and the repayment and performance of the Obligations and the discharge and release of the liens and security interest created by this Deed of Trust and the other instruments and documents evidencing, securing or relating to the Obligations. Any amount to be paid hereunder by Grantor to Beneficiary or for which Grantor has indemnified an Indemnified Party shall be a demand obligation owing by Grantor to Beneficiary and shall bear interest at the default rate under the Solar Lease Agreement until paid, and shall constitute a part of the Obligations secured and evidenced by this Deed of Trust. The rights, powers and remedies herein conferred are cumulative, and not exclusive, of any and all other rights, powers and remedies existing at law or in equity (including without limitation, rights, powers and remedies under Environmental Laws) or provided for in any other documents or instruments evidencing, securing or relating to the Obligations and nothing in this Subsection 1.3B or elsewhere in this Deed of Trust or in any other documents or instruments evidencing, securing or relating to the Obligations shall limit or impair any rights, powers or remedies of Beneficiary under any Environmental Laws, including without limitation any rights of contribution or indemnification available thereunder. The liabilities of Grantor as set forth in this Subsection 1.3B shall survive the termination of this Deed of Trust.

Section 1.4 Performance by Trustee and/or Beneficiary. Grantor agrees that, if Grantor fails to perform any act which Grantor is required to perform hereunder, Trustee and/or Beneficiary may, but shall not be obligated to, perform or cause to be performed such act, and any expense so incurred by Trustee and/or Beneficiary in connection therewith shall be a demand obligation owing by Grantor to Beneficiary and shall bear interest at the default rate under the Solar Lease Agreement until paid, and shall constitute a part of the Obligations secured and evidenced by this Deed of Trust, and Trustee and Beneficiary shall be subrogated to all of the rights of the party receiving such payment. Grantor hereby irrevocably appoints Beneficiary as Grantor's attorney-in-fact and proxy, with full authority in the place and stead of Grantor and in the name of Grantor or otherwise, from time to time to take any action and to execute any instrument which Beneficiary may deem necessary or advisable to accomplish the purposes of this Deed of Trust. Such appointment is coupled with an interest and shall be irrevocable from the date hereof and so long as any part of the Obligations is outstanding.

ARTICLE II

Collection of Rents

Section 2.1 Assignment of Rents. Pursuant to the Recitals of this Deed of Trust, Beneficiary is absolutely assigned and entitled to receive all of the Rents allocated or attributed to all of the Collateral, together with all of the proceeds thereof. Grantor acknowledges and agrees that said assignment is intended to be an absolute and unconditional assignment and not merely a pledge of or creation of a security interest in said Rents and proceeds or an assignment as additional security. All parties producing, purchasing, receiving or having in their possession any such Rents or proceeds are hereby authorized and directed by Grantor to treat and regard Beneficiary as the party entitled in Grantor's place and stead to receive such Rents and proceeds; and said parties shall be fully protected in so treating and regarding Beneficiary and shall be under no obligation to see to the application by Beneficiary of any such Rents or proceeds received by it.

Section 2.2 License to Collect and Retain Rents. Except upon the occurrence of an Event of Default (as hereinafter defined), Grantor is granted a license to collect and retain all Rents, together with all of the proceeds thereof; provided, however, Beneficiary may terminate such license immediately upon the occurrence of an Event of Default. Such license by Beneficiary shall not in any way waive the right of Beneficiary to demand and receive such Rents and proceeds thereafter allocated or attributed to the Collateral and shall not in any way diminish the absolute and unconditional right of Beneficiary to receive all of such Rents and proceeds and cash proceeds not theretofore expended or distributed by Grantor. Any such Rents or proceeds received by Grantor shall, when received, constitute trust funds in Grantor's hands and shall be held by Grantor for the benefit of Beneficiary. Grantor hereby agrees that upon the first to occur of either (A) written demand of Beneficiary, or (B) the occurrence of any event which constitutes an Event of Default (as hereinafter defined) or which upon the giving (or receiving) of notice or lapse of time, or both, would constitute such an Event of Default, all cash, proceeds, instruments and other property, of whatever kind or character, received by Grantor on account of the Collateral, whether received by Grantor in the exercise of its collection rights hereunder or otherwise, shall, in accordance with instructions then given by Beneficiary, be remitted to Beneficiary or deposited to an account designated by Beneficiary, in the form received (properly assigned or endorsed to the order of Beneficiary or for collection and in accordance with Beneficiary's instructions) not later than the first banking business day following the day of receipt, to be applied as provided in Section 2.3 hereof and, until so applied, may be held by Beneficiary in a separate account on which Grantor may not draw. Grantor agrees not to commingle any such property, following the receipt of any such demand from Beneficiary or the occurrence of an Event of Default, with any of its other funds or property and agrees to hold the same upon an express trust for Beneficiary until remitted to Beneficiary.

Section 2.3 Application of Rents and Proceeds. Beneficiary shall apply all of the Rents and proceeds received pursuant to this Article IV in such order and manner as Beneficiary, in its reasonable discretion, shall determine.

Section 2.4 Inclusion in Sale. Upon any sale of any of the Collateral pursuant to Article IV hereof and expiration of any mandatory redemption periods, the Rents thereafter produced from or attributed to the part of the Collateral so sold, and the proceeds thereof, shall be included in such sale and shall pass to the purchaser free and clear of the provisions of this Article II.

Section 2.5 No Liability in Beneficiary. Beneficiary is hereby absolved from all liability for failure to enforce collection of any such proceeds and from all other responsibility in connection therewith, except the responsibility to account to Grantor for proceeds actually received.

Section 2.6 Indemnity. Grantor shall indemnify Beneficiary against any and all Claims made against or incurred by Beneficiary as a consequence of the assertion, either before or after the payment in full of the Obligations, that Beneficiary received Rents or proceeds pursuant to this Article II which were claimed by third persons. Beneficiary shall have the right to employ attorneys and to defend against any Claims, and unless furnished with reasonable indemnity, Beneficiary shall have the right to pay or compromise and adjust all Claims. Grantor shall indemnify and pay to Beneficiary all such amounts as may be paid with respect thereto or as may be successfully adjudicated against Beneficiary, and such amounts shall be a demand obligation owing by Grantor to Beneficiary and shall bear interest at the default rate under the Solar Lease Agreement until paid, and shall constitute a part of the Obligations secured and evidenced by this Deed of Trust. The liabilities of Grantor as set forth in this Section 2.6 shall survive the termination of this Deed of Trust.

Section 2.7 Rights of Beneficiary. Beneficiary shall have the immediate and continuing right to demand, collect, receive and receipt for all Rents, proceeds and payments assigned hereunder, and Beneficiary is hereby appointed agent and attorney-in-fact of Grantor (which appointment is coupled with

an interest and is irrevocable) for the purpose of executing any release, receipt, or other instrument that Beneficiary deems necessary in order for Beneficiary to collect and receive such Rents, proceeds and payments. In addition, Grantor agrees that, upon the request of Beneficiary, it will promptly execute and deliver to Beneficiary such instruments as Beneficiary may deem necessary, convenient or appropriate in connection with the payment and delivery directly to Beneficiary of all Rents, proceeds, and payments assigned hereunder. No payor making payments to Beneficiary at its request under the assignment of Rents and proceeds contained herein shall have any responsibility to see to the application of any of such funds, and any party paying or delivering Rents, proceeds, or amounts to Beneficiary under such assignments shall be released thereby from any and all liability to Grantor to the full extent and amount of all Rents, payments, or proceeds so delivered. Grantor agrees to indemnify and hold harmless any and all parties making payments to Beneficiary, at the request of Beneficiary under the assignment of Rents and proceeds contained herein, against any and all liabilities, actions, claims, judgments, costs, charges and attorneys' fees and legal expenses resulting from the delivery of such payments to Beneficiary. The indemnity agreement contained in the previous sentence is made for the direct benefit of and shall be enforceable by all such persons and shall survive the termination of this Deed of Trust. Should Beneficiary bring suit against any third party for collection of any amounts or sums included within the assignment of Rents and proceeds contained herein (and Beneficiary shall have the right to bring any such suit), it may sue either in its own name or in the name of Grantor, or both.

Section 2.8 No Delegation or Assumption. Nothing in this Deed of Trust shall be deemed or construed to create a delegation to or assumption by Beneficiary, of the duties and obligations of Grantor under any agreement or contract relating to the Collateral or any portion thereof, and all of the parties to any such contract shall continue to look to Grantor for performance of all covenants and other obligations and the satisfaction of all representations, warranties, covenants, indemnities and other agreements of Grantor thereunder, notwithstanding the assignment of Rents and proceeds contained herein or the exercise by Beneficiary, prior to foreclosure, of any of its rights hereunder or under applicable law.

Section 2.9 Cumulative. The assignment of Rents and proceeds contained herein shall not be construed to limit in any way the other rights and remedies of Trustee and/or Beneficiary hereunder, including without limitation, its right to accelerate the Obligations upon an Event of Default and the other rights and remedies herein conferred, conferred in the other documents and instruments evidencing, securing or relating to the Obligation, or conferred by operation of law. Monies received under the assignment of Rents and proceeds contained herein shall not be deemed to have been applied in payment of the Obligations unless and until such monies actually are applied thereto by Beneficiary.

ARTICLE III

Termination and Release

Section 3.1 Release Upon Termination. If all of the Obligations shall be paid and/or performed in full and otherwise satisfied pursuant to the terms and conditions of this Deed of Trust and the other documents and instruments evidencing, securing or relating to the Obligations, and if Grantor shall have well and truly performed all of the covenants and agreements herein contained and in the Solar Lease Agreement and the other Lease Documents, and if no further obligations exist on the part of either Grantor or Beneficiary under the Solar Lease Agreement or any of the other Lease Documents, then all of the Collateral shall revert to Grantor, the liens and security interests created by this Deed of Trust shall terminate and Beneficiary shall, promptly after the request of Grantor, execute, acknowledge and deliver to Grantor a release this Deed of Trust, together with all such documents as may be required to release this Deed of Trust of record, and Beneficiary shall execute such other instruments as may be necessary to evidence the termination of the liens and security interests created by this Deed of Trust.

Section 3.2 Partial Release. No partial release from the liens and security interests created by this Deed of Trust of any part of the Collateral by Beneficiary shall in any way alter, vary or diminish the force or effect of this Deed of Trust or impair, release or subordinate the liens and security interests created by this Deed of Trust on the remainder of the Collateral. Except as specifically provided in any such partial release (A) this Deed of Trust and liens and security interests created hereby shall remain in full force and effect, (B) such partial release will not modify or affect the terms, conditions or provisions of this Deed of Trust, and (C) nothing contained in any such partial release or reconveyance shall be deemed to be, or construed as, a waiver of any such terms, conditions or provisions or as a waiver of any other term, condition or provision.

Section 3.3 Costs, Expenses and Effect. Grantor shall pay all legal fees and other fees, costs and expenses incurred by Beneficiary for preparing and reviewing instruments of termination and release and the execution and delivery thereof and Beneficiary may require payment of the same prior to delivery of such instruments. The release of this Deed of Trust and the termination of the liens and security interests created by this Deed of Trust, shall not terminate or otherwise affect Beneficiary's right or ability to exercise any right, power or remedy relating to any claim for breach of warranty or representation, for failure to perform any covenant or other agreement, under any indemnity or for fraud, deceit or other misrepresentation or omission.

ARTICLE IV

Default

Section 4.1 Events of Default. The occurrence of any of the following events shall constitute an event of default ("Event of Default") and upon the occurrence thereof the liens and security interests created hereby shall be subject to foreclosure in any manner provided for in this Article IV or provided for by applicable law:

- A. The failure of Grantor to pay as and when provided herein any fee or other amount due Beneficiary under this Deed of Trust when due;
- B. The failure of Grantor to perform or observe any covenant, agreement, indemnity, condition or provision in this Deed of Trust;
- C. Any of Grantor's representations or warranties made in this Deed of Trust or any statement or certificate at any time given in writing pursuant hereto or in connection herewith shall be false or misleading in any respect as of the date made or deemed made; or
- D. A "Default Event" as defined in Section 8.1 of the Solar Lease Agreement shall occur.

Section 4.2 Treatment of Fixtures. Upon the occurrence of any Event of Default, or at any time thereafter, if deemed appropriate by Beneficiary or if required by applicable law, Beneficiary may elect to treat the fixtures included in the Collateral either as real property or as personal property, or both, and proceed to exercise such rights as apply to the type of property selected.

Section 4.3 Remedies. Upon the occurrence of an Event of Default, Trustee and/or Beneficiary shall be entitled to all remedies for default provided herein, under the Lease Documents or provided by applicable law, and Trustee and/or Beneficiary, without written notice to Grantor except to the extent required by the Lease Documents or by applicable law, may, but shall have no obligation, duty or liability to, pursue any such remedies.

Section 4.4 Beneficiary's Power of Enforcement. It shall be lawful for Beneficiary to (i) immediately direct Trustee or its successor trustee(s) to sell the Collateral either in whole or in separate parcels, as prescribed under Oregon Revised Statutes Chapter 86; or (ii) immediately foreclose this Deed of Trust by judicial action.

Section 4.5 Beneficiary's Right to Enter and Take Possession, Operate and Apply Income. Upon the occurrence of an Event of Default, Beneficiary shall, at its option, have the right, acting through Trustee, and their respective agents or attorneys, either with or without process of law, forcibly or otherwise, to enter upon the Real Property, or any part thereof, and to take possession of the Collateral and of all books, records and accounts relating thereto and to exercise, without interference from Grantor, any and all rights which Grantor has with respect to the management, possession, operation, protection or preservation of the Collateral, including the right to rent the same for the account of Grantor and to deduct from such rents all costs, expenses and liabilities of every character incurred by Trustee and/or Beneficiary in collecting such rents and in managing, operating, maintaining, protecting or preserving the Collateral and to apply the remainder of such rents to the Obligations secured hereby in such manner as Beneficiary may elect, consistent with the Lease Documents. All such costs, expenses and liabilities incurred by Beneficiary in collecting such rents and in managing, operating, maintaining, protecting or preserving the Collateral, if not paid out of rents as hereinabove provided, shall constitute a portion of the Obligations. If necessary to obtain the possession provided for above, Beneficiary may invoke any and all legal remedies allowed under applicable law to dispossess Grantor, including specifically one or more actions in ejectment, for forcible entry and detainer, to quiet title, trespass to try title and restitution, to the extent available under applicable law. IN CONNECTION WITH ANY ACTION TAKEN BY TRUSTEE OR BENEFICIARY PURSUANT TO THIS SECTION 4.5, NEITHER TRUSTEE NOR BENEFICIARY SHALL BE LIABLE FOR ANY LOSS SUSTAINED BY GRANTOR RESULTING FROM ANY FAILURE TO LET THE COLLATERAL, OR ANY PART THEREOF, OR FROM ANY OTHER ACT OR OMISSION OF TRUSTEE OR BENEFICIARY IN MANAGING THE COLLATERAL (INCLUDING WITHOUT LIMITATION, ANY SUCH LOSS CAUSED BY THE NEGLIGENCE OF TRUSTEE OR BENEFICIARY) UNLESS SUCH LOSS IS CAUSED BY THE WILLFUL MISCONDUCT, GROSS NEGLIGENCE OR BAD FAITH OF TRUSTEE OR BENEFICIARY, NOR SHALL TRUSTEE OR BENEFICIARY BE OBLIGATED TO PERFORM OR DISCHARGE ANY OBLIGATION, DUTY OR LIABILITY UNDER ANY USE AGREEMENT COVERING THE COLLATERAL OR ANY PART THEREOF OR UNDER OR BY REASON OF THIS DEED OF TRUST OR THE EXERCISE OF RIGHTS OR REMEDIES HEREUNDER. GRANTOR SHALL AND DOES HEREBY AGREE TO INDEMNIFY TRUSTEE, BENEFICIARY AND THEIR RESPECTIVE DIRECTORS, OFFICERS, PARTNERS, EMPLOYEES AND AGENTS FOR, AND TO HOLD TRUSTEE AND BENEFICIARY AND THEIR RESPECTIVE DIRECTORS, OFFICERS, PARTNERS, EMPLOYEES AND AGENTS HARMLESS FROM, ANY AND ALL LIABILITY, LOSS OR DAMAGE INCURRED BY TRUSTEE OR BENEFICIARY OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, PARTNERS, EMPLOYEES OR AGENTS UNDER ANY SUCH USE AGREEMENT OR UNDER OR BY REASON OF THIS DEED OF TRUST OR THE EXERCISE OF RIGHTS OR REMEDIES HEREUNDER AND FROM ANY AND ALL CLAIMS ASSERTED AGAINST TRUSTEE OR BENEFICIARY OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, PARTNERS, EMPLOYEES OR AGENTS BY REASON OF ANY ALLEGED OBLIGATIONS OR UNDERTAKINGS ON ITS PART TO PERFORM OR DISCHARGE ANY OF THE TERMS, COVENANTS OR AGREEMENTS CONTAINED IN ANY SUCH USE AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY SUCH LIABILITY, LOSS, DAMAGE OR CLAIMS RESULTING FROM THE NEGLIGENCE OF TRUSTEE OR BENEFICIARY OR ANY STRICT LIABILITY. HOWEVER, SUCH INDEMNITIES SHALL NOT APPLY TO TRUSTEE OR BENEFICIARY TO THE EXTENT THAT ANY SUCH CLAIMS ARE OTHERWISE SPECIFICALLY LIMITED BY THE TERMS OF THE LEASE DOCUMENTS. Should Trustee or Beneficiary or any of their respective directors, officers, partners, employees or agents incur any such liability, the amount

thereof, including costs, expenses and reasonable attorney's fees, shall be part of the Obligations secured hereby. Nothing in this Section 4.5 shall impose any duty, obligation or responsibility upon Beneficiary for the control, care, management or repair of the Collateral, nor for the carrying out of any of the terms and conditions of any use agreement; nor shall it operate to make Beneficiary responsible or liable for any waste committed on the Collateral or for any dangerous or defective condition of the Collateral, OR FOR ANY NEGLIGENCE, BUT EXCLUDING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN THE MANAGEMENT, UPKEEP, REPAIR OR CONTROL OF THE COLLATERAL RESULTING IN LOSS OR INJURY OR DEATH TO ANY THIRD PARTY OR ANY STRICT LIABILITY. Grantor hereby assents to, ratifies and confirms any and all lawful actions of Beneficiary with respect to the Collateral taken under this Section 4.5 and in compliance with the terms of the Lease Documents, but not otherwise acting with willful misconduct. For purposes of this Section 4.5, the term "Beneficiary" shall include the directors, officers, employees, attorneys and agents of Beneficiary and any persons or entities owned or controlled by, owning or controlling, or under common control or affiliated with Beneficiary.

Section 4.6 Appointment of Receiver. Upon the occurrence of any Event of Default, or at any time thereafter, in addition to all other rights, powers and remedies herein conferred or conferred by operation of law, Beneficiary shall be entitled to the appointment of a receiver of the Collateral without the necessity of the posting of a bond or notice; and shall, to the extent not prohibited by applicable law, be entitled to such receiver as a matter of right, without regard to the solvency or insolvency of Grantor, the value or adequacy of the Collateral or the Collateral being in danger of being materially injured or reduced in value as security by removal, destruction, deterioration, accumulation of prior liens or otherwise; and such receiver may be appointed by any court of competent jurisdiction upon ex parte application, and without notice, notice being expressly waived. Grantor does hereby consent to the appointment of such receiver or receivers, waive any and all defenses to such appointment, and agree not to oppose any application therefor by Beneficiary, and agree that such appointment shall in no manner impair, prejudice or otherwise affect the rights of Trustee and/or Beneficiary under this Article IV. Nothing herein is to be construed to deprive Trustee and/or Beneficiary of any other right, remedy or privilege it may now or hereafter have under law to have a receiver appointed. Any money advanced by Trustee and/or Beneficiary in connection with any such receivership shall be a demand obligation owing by Grantor to Beneficiary and shall bear interest, from the date of making such advancement until paid, at the default rate under the Solar Lease Agreement. Any such receiver shall have all powers conferred by the court appointing such receiver, which powers shall, to the extent not prohibited by applicable law include, without limitation, the right to enter upon and take immediate possession of the Collateral or any part thereof, to exclude Grantor therefrom, to hold, use, operate, manage and control such Collateral, to make all such repairs, replacements, alterations, additions and improvements to the same as such receiver or Secured Party may deem proper or expedient, to lease, sell or otherwise transfer the Collateral or any portion thereof as such receiver or Secured Party may deem proper or expedient, to lease, sell or otherwise transfer the Collateral or any portion thereof as such receiver or Beneficiary may deem proper or expedient, to sell all of the Rents included in the same subject to the provisions of Article II hereof, to demand and collect all of the other earnings, rents, issues, profits, proceeds and other sums due or to become due with respect to such Collateral, accounting for only the net earnings arising therefrom after charging against the receipts therefrom all fees, costs, expenses, charges, damages and losses incurred by reason thereof plus interest thereon at the default rate under the Solar Lease Agreement without any liability to Grantor in connection therewith which net earnings shall be turned over by such receiver to Beneficiary to be applied by Beneficiary to the payment of the Obligations.

Section 4.7 Foreclosure and Sale. Without limiting any other remedy of sale available to Beneficiary under Oregon law or provided herein, upon the occurrence and during the continuance of any Event of Default and the acceleration of the maturity of the Obligations, Beneficiary may direct Trustee to sell the Collateral at a public sale in accordance with Oregon law to the highest bidder for cash in lawful money of the United States payable at the time of sale, such sale to be conducted at the county courthouse

of the county in which the Collateral, or any part thereof, is located, or at Beneficiary's option at the Collateral, at any time after first providing notice to the Grantor and any co-debtor as required by applicable law and by advertising for twenty (20) days by three consecutive weekly notices of the time, place and terms of sale in a newspaper published in the county in which the Collateral, or any part thereof, is located, free from and in bar of the equity of redemption and all other rights of redemption, statutory or otherwise, homestead, dower, elective share, rights of appraisal or valuation, and all other rights and exemptions of every kind, all of which are hereby expressly waived by Grantor. During the continuance of an Event of Default, Beneficiary or Trustee may also institute appropriate proceedings of foreclosure in equity or at law or take any other action it may be legally entitled to take to protect its rights.

A. The foreclosure sale may be adjourned from time to time by Trustee, or Trustee's agent or successors, at the place of sale on the date the sale is originally set, or on the date of any adjournment thereof, and may be reset at a later date or dates, by announcement without any additional publication. Trustee is expressly permitted to adjourn the sale for the purpose of enabling the high bidder to produce good funds. If the high bidder fails to produce good funds by the time established by Trustee, Trustee may sell the Collateral to the second highest bidder.

B. Beneficiary or Beneficiary's designee may purchase the Collateral at any sale. If Beneficiary purchases the Collateral at Trustee's sale, to the extent Beneficiary's bid price exceeds the Obligations, Beneficiary shall pay Trustee cash equal to such excess amount, to be distributed to the person or entity legally entitled thereto.

C. The Collateral or any part thereof may be sold in one parcel, or in such parcels, manner or order as Beneficiary in its sole discretion may elect, and one or more exercises of the power herein granted shall not extinguish or exhaust the power unless the entire Collateral is sold or the Obligations paid in full.

D. Following Trustee's sale of the Collateral, Trustee shall deliver to the purchaser a Trustee's Deed conveying the property so sold without any covenant or warranty, expressed or implied. The recitals in Trustee's Deed shall be prima facie evidence of the truth of the statements made therein.

E. Grantor further agrees that in case of any sale hereunder, it will at once surrender possession of the Collateral, and will from that moment become and be the tenant at will of the purchaser, and removable by process as upon a forcible and unlawful detainer suit, hereby agreeing to pay such purchaser the reasonable rental value of the Collateral after such sale plus all expenses, including legal fees, incurred by the purchaser.

F. In the event of a foreclosure of the Collateral, neither Trustee nor Beneficiary shall assume any liability of Grantor for Grantor's violation of any Environmental Laws, statutes, codes, regulations, or practices and Grantor's and any other indemnitors' indemnification obligations as contained in this Deed of Trust.

Section 4.8 Personal Property. Upon the occurrence of any Event of Default, or at any time thereafter, in addition to all other rights, powers and remedies herein conferred or conferred by operation of law, Beneficiary shall have all of the rights and remedies of an assignee and secured party granted by applicable law, including without limitation, the applicable Uniform Commercial Code as then in effect in the State of Oregon (the "UCC"), and shall, to the extent permitted by applicable law, have the right and power, but not the obligation, to take possession of the personal property included in the Collateral and

any proceeds thereof wherever located, and for that purpose Beneficiary may enter upon any premises on which any or all of such personal property is located and take possession of and operate such personal property or remove the same therefrom. Beneficiary may require Grantor to assemble such personal property and make it available to Beneficiary at a place to be designated by Secured Party that is reasonably convenient to both parties. The following presumptions shall exist and shall be deemed conclusive with regard to the exercise by Beneficiary of any of its remedies with respect to personal property:

A. If notice is required by applicable law, Grantor agrees that ten days' prior written notice of the time and place of any public sale or of the time after which any private sale or any other intended disposition thereof is to be made shall be deemed reasonable notice to Grantor. No such notice is necessary if such property is perishable, threatens to decline speedily in value or is of a type customarily sold on a recognized market.

B. If Beneficiary in good faith believes that the Securities Act of 1933 or any other state or federal law prohibits or restricts the customary manner of sale or distribution of any of such property, Beneficiary may sell such property privately or in any other manner deemed advisable by Beneficiary at such price or prices as Beneficiary determines in its sole discretion. Grantor recognizes that such prohibition or restriction may cause such property to have less value than it otherwise would have and that, consequently, such sale or disposition by Beneficiary may result in a lower sales price than if the sale were otherwise held.

Section 4.9 Sale by Foreclosure of Prior Encumbrances. In the event that this Deed of Trust shall now or at any time after the date hereof be subordinate to any other encumbrance on the Collateral, Grantor hereby agrees that the lien of this conveyance shall extend to the entire interest of Grantor in the Collateral conveyed hereby, and shall extend to the interest of Grantor in the proceeds from any sale of the Collateral, whether by foreclosure of any such prior encumbrance or otherwise, to the extent any such proceeds exceed the amount necessary to satisfy such prior encumbrance(s). Any trustee or other person conducting any such sale or foreclosure is hereby directed to pay such excess proceeds to Beneficiary to the extent necessary to pay the Obligations in full, notwithstanding any provision to the contrary contained in any prior encumbrance.

Section 4.10 Remedies Cumulative, Concurrent and Nonexclusive. Beneficiary shall have all rights, remedies and recourses granted in the Solar Lease Agreement and any other Lease Documents and available at law or equity (including the UCC), which rights (a) shall be cumulated and concurrent, (b) may be pursued separately, successively or concurrently against Grantor or others obligated under the Lease Documents, or against the Collateral, or against any one or more of them, at the sole discretion of Beneficiary, (c) may be exercised as often as occasion therefor shall arise, and the exercise or failure to exercise any of them shall not be construed as a waiver or release thereof or of any other right, remedy or recourse, and (d) are intended to be, and shall be, nonexclusive. No action by Trustee or Beneficiary in the enforcement of any rights, remedies or recourses under the Lease Documents or otherwise at law or equity shall be deemed to cure any Event of Default. If there exists additional security for the performance of the obligations secured hereby, Trustee and/or Beneficiary may, at each's 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.

Section 4.11 Protective Advances. Without limiting any other provisions of this Deed of Trust, if Grantor has failed to keep or perform any covenant whatsoever for which it is obligated under this Deed of Trust or under any Lease Document, while an Event of Default is continuing, Beneficiary may, but shall not be obligated to any person to do so, perform or attempt to perform said covenant,

including, but not limited to making advances to protect the physical condition or value of the Collateral. Any advance or payment made or expense incurred in the performance or attempted performance of any such covenant shall be and become part of the Obligations hereunder, and shall be secured by the lien of this Deed of Trust as if such amounts were originally included within this Deed of Trust, subject to the provisions related to future advances contained in the Recitals hereof. Grantor promises and agrees, within fifteen (15) days of demand by Beneficiary therefor, to pay to Beneficiary all sums so advanced or paid by Beneficiary. No such payment by Beneficiary shall constitute a waiver of any Event of Default. Grantor and Beneficiary acknowledge and agree that making of protective advances to pay costs to operate or otherwise to protect the Collateral is contemplated by the parties in the event Grantor fails to pay such costs or perform such covenants.

Section 4.12 Resort to Any Security. Trustee may, at the direction of Beneficiary, resort to any security given by this Deed of Trust or to any other security now existing or hereafter given to secure the payment of the Obligations, in whole or in part, and in such portions and in such order as may seem best to Beneficiary in its sole and uncontrolled discretion (consistent with the Lease Documents), and any such action shall not in anywise be considered as a waiver of any of the rights, benefits, liens or security interests evidenced by this Deed of Trust.

Section 4.13 Waiver. TO THE FULL EXTENT GRANTOR MAY LAWFULLY DO SO, GRANTOR AGREES THAT GRANTOR WILL NOT AT ANY TIME INSIST UPON, PLEAD, CLAIM OR TAKE THE BENEFIT OR ADVANTAGE OF ANY LAW NOW OR HEREAFTER IN FORCE PERTAINING TO THE RIGHTS AND REMEDIES OF SURETIES OR REDEMPTION, AND GRANTOR, FOR GRANTOR AND GRANTOR'S REPRESENTATIVES, SUCCESSORS AND ASSIGNS, AND FOR ANY AND ALL PERSONS EVER CLAIMING ANY INTEREST IN THE COLLATERAL, TO THE EXTENT PERMITTED BY LAW, HEREBY WAIVES AND RELEASES ALL RIGHTS OF REDEMPTION, INCLUDING BOTH STATUTORY AND COMMON LAW RIGHTS OF REDEMPTION, VALUATION, APPRAISEMENT, STAY OF EXECUTION, STATUTE OF LIMITATION, EXTENSION OR MORATORIUM, NOTICE OF INTENTION TO MATURE OR DECLARE DUE THE WHOLE OF THE OBLIGATIONS, NOTICE OF ELECTION TO MATURE OR DECLARE DUE THE WHOLE OF THE OBLIGATIONS AND ALL RIGHTS TO A MARSHALLING OF THE ASSETS OF GRANTOR, INCLUDING THE COLLATERAL, OR TO A SALE IN INVERSE ORDER OF ALIENATION IN THE EVENT OF FORECLOSURE OF THE LIENS AND SECURITY INTERESTS HEREBY CREATED. UNLESS OTHERWISE PROHIBITED BY LAW, GRANTOR SHALL NOT HAVE OR ASSERT ANY RIGHT UNDER ANY STATUTE OR RULE OF LAW PERTAINING TO THE MARSHALLING OF ASSETS, SALE IN INVERSE ORDER OF ALIENATION, THE EXEMPTION OF HOMESTEAD, THE ADMINISTRATION OF ESTATES OF DECEDENTS OR OTHER MATTERS WHATEVER TO DEFEAT, REDUCE OR AFFECT THE RIGHT OF BENEFICIARY AND/OR TRUSTEE UNDER THE TERMS OF THIS DEED OF TRUST TO ANY SALE OF THE COLLATERAL FOR THE COLLECTION OF THE OBLIGATIONS WITHOUT ANY PRIOR OR DIFFERENT RESORT FOR COLLECTION, OR THE RIGHT OF BENEFICIARY AND/OR TRUSTEE UNDER THE TERMS OF THIS DEED OF TRUST TO THE PAYMENT OF ANY OBLIGATIONS OUT OF THE PROCEEDS OF ANY SALE OF THE COLLATERAL IN PREFERENCE TO EVERY OTHER CLAIMANT WHATEVER. IF ANY LAW REFERRED TO IN THIS SECTION 4.14 AND NOW IN FORCE, OF WHICH GRANTOR OR GRANTOR'S REPRESENTATIVES, SUCCESSORS AND ASSIGNS AND SUCH OTHER PERSONS CLAIMING ANY INTEREST IN THE COLLATERAL MIGHT TAKE ADVANTAGE DESPITE THIS SECTION 4.14, SHALL HEREAFTER BE REPEALED OR CEASE TO BE IN FORCE, SUCH LAW SHALL NOT THEREAFTER BE DEEMED TO PRECLUDE THE APPLICATION OF THIS SECTION 4.14.

ARTICLE V

Ground Lease Provisions.

Section 5.1 Ground Lease Provisions.

A. Except as otherwise expressly set forth in the Solar Lease Agreement or any of the other Lease Documents, Grantor hereby covenants, warrants and represents as follows:

(1) the Ground Lease is in full force and effect, unmodified by any writing or otherwise;

(2) all fees, additional fees and/or other charges reserved in or payable under the Ground Lease have been paid to the extent that they are payable to the date hereof;

(3) Grantor is in possession of the leasehold interest under the Ground Lease, and Grantor's right to continue such possession is not being disputed;

(4) Grantor has not delivered or received any notices of default under the Ground Lease and is not in default under any of the terms of the Ground Lease and there are no circumstances which, with the passage of time or the giving of notice or both, would constitute a default under the Ground Lease;

(5) to the best of Grantor's knowledge, the Ground Lessor or any current owner of the fee interest encumbered by the Ground Lease is not in default under any of the terms of the Ground Lease on its part to be observed or performed;

(6) Grantor has delivered to Beneficiary a true, accurate and complete copy of the Ground Lease;

(7) Grantor promptly shall pay the fees and all other sums and charges mentioned in, and payable under, the Ground Lease;

(8) Grantor promptly shall perform and observe all of the terms, covenants and conditions required to be performed and observed by the Beneficiary under the Ground Lease, the breach of which could permit the Grantor therein to terminate the Ground Lease (including, but without limiting the generality of the foregoing, any payment obligations), and shall do all things necessary to preserve and to keep unimpaired its rights under the Ground Lease;

(9) Grantor shall not do, permit or suffer any event or omission as a result of which there could occur a default under the Ground Lease or any event which, with the giving of notice or the passage of time, or both, would constitute a default under the Ground Lease (including, but without limiting the generality of the foregoing, a default in any payment obligation);

(10) Grantor shall not cancel or terminate the Ground Lease or modify or amend any provisions thereof or surrender the Ground Lease or possession of the real estate described therein or agree to any such cancellation, termination, amendment, modification or surrender or waive, excuse or discharge any of the obligations of the Grantor under the Ground Lease without Beneficiary's prior written consent in each instance, which consent shall not be unreasonably withheld;

(11) Grantor shall deliver to Beneficiary copies of all notices of default by any party under the Ground Lease, and all notices from the Grantor under the Ground Lease of its intention to terminate the Ground Lease or to re-enter and take possession of the real estate described therein, immediately upon delivery or receipt of such notice, as the case may be;

(12) Grantor shall promptly furnish to Beneficiary copies of such information and evidence as Beneficiary may reasonably request concerning Grantor's due observance, performance and compliance with the terms, covenants and conditions of the Ground Lease;

(13) Grantor shall not consent to the subordination of the Ground Lease (or the leasehold interest) to any mortgage of the fee interest in the Real Property;

(14) if any default by Grantor under the Ground Lease not cured under the terms of the Ground Lease results in a reasonable threat of termination of or permanent ejection from any Real Property, Beneficiary hereunder shall be entitled to pursue any of the remedies provided under Article IV hereof; and

(15) Grantor, at its sole cost and expense, shall execute and deliver to Beneficiary, within ten (10) days after request, such documents, instruments or agreements as may be required to permit Beneficiary to cure any default under the Ground Lease;

B. In the event of default by Grantor in the performance of any of its obligations under the Ground Lease, including, but without limiting the generality of the foregoing, any default in the payment of any sums payable thereunder, then, in each and every case, Beneficiary may, at its sole option without the need for the giving of written notice to the Grantor, cause the default or defaults to be remedied and otherwise exercise any and all of the rights of Grantor thereunder in the name of and on behalf of Grantor. Grantor shall, on demand, reimburse Beneficiary for all advances made and expenses incurred by Beneficiary in curing any such default (including, without limiting the generality of the foregoing, reasonable attorneys' fees and disbursements), together with interest at the default rate under the Solar Lease Agreement from the date that such advance is made, to and including the date the same is paid to Beneficiary, and such obligations shall constitute a part of the Obligations secured and evidenced by this Deed of Trust.

C. Grantor shall give Beneficiary notice of its intention to exercise each and every option, if any, to extend the term of the Ground Lease, at least thirty (30) days prior to the expiration of the time to exercise such option under the terms thereof. If Grantor intends to extend the term of the Ground Lease, it shall deliver to Beneficiary, with the notice of such decision, a copy of the notice of extension delivered to the Ground Lessor, together with the terms and conditions of such extension. If Grantor does not intend to extend the term of the Ground Lease, Beneficiary may, at its option, exercise the option to extend in the name, and on behalf of, Grantor. To the extent reasonably necessary to protect Beneficiary's interests afforded hereunder, Grantor hereby appoints Beneficiary its attorney-in-fact to execute and deliver all such instruments and documents in the name, and on behalf of, Grantor. This power, being coupled with an interest, shall be irrevocable as long as any indebtedness remains unpaid or any Obligations remain to be performed.

D. Grantor shall obtain and deliver to Beneficiary within thirty (30) days after written demand by Beneficiary, an estoppel certificate from the Ground Lessor setting forth (1) that the Ground Lease is in full force and effect and has not been modified or, if it has been modified, the date of each modification (together with copies of each such modification), (2) the amounts payable under the Ground Lease, (3) the date to which all amounts have been paid by the Grantor under the Ground Lease, (4) whether a notice of default has been received or given which has not been cured, and the date that same was received or given, as the case may be, and the nature of the default, and (5) whether there are any alleged defaults of the Grantor under the Ground Lease and, if there are, setting forth the nature thereof in reasonable detail.

E. Anything contained herein to the contrary notwithstanding, this Deed of Trust shall not constitute an assignment of the Ground Lease within the meaning of any provision thereof prohibiting its assignment and Beneficiary shall have no liability or obligation thereunder by reason of its acceptance of this Deed of Trust. Beneficiary shall be liable for the obligations of the Grantor arising under the Ground Lease for only that period of time which Beneficiary is in actual possession of the leasehold interest in the Real Property under the Ground Lease or has acquired, by foreclosure or otherwise, and is holding all of Grantor's right, title and interest therein.

F. It is hereby agreed that the fee title and any leasehold interest shall not merge but shall always be kept separate and distinct, notwithstanding the union of said estates in either Grantor or a third party, whether by purchase or otherwise. If Grantor shall acquire fee title to the Real Property, or any other estate, title or interest in said property, or any portion thereof, then, immediately upon Grantor's acquisition thereof, this Deed of Trust automatically shall spread to cover Grantor's interest in such acquired Real Property on the same terms, covenants and conditions as set forth herein. Upon such acquisition, Grantor, at its sole cost and expense, shall deliver to Beneficiary an ALTA Form B Mortgage Title Insurance Policy issued by a title insurance company reasonably acceptable to Beneficiary, insuring that this Deed of Trust, as so spread to cover Grantor's interest in such Real Property, is a valid first lien on Grantor's interest therein, subject only to Permitted Liens. It is the intention of Grantor and Beneficiary that no documents, instruments or agreements shall be necessary to confirm the foregoing spread of this Deed of Trust to cover Grantor's interest in such additional estate or interest, as aforesaid, and that such spread shall occur automatically upon the consummation of Grantor's acquisition of such estate, title or interest to such Real Property. Notwithstanding the foregoing, Grantor shall make, execute, acknowledge and deliver to Beneficiary or so cause to be made, executed, acknowledged and delivered to Beneficiary, in form satisfactory to Beneficiary, all such further or other documents, instruments, agreements or assurances as may be required by Beneficiary to confirm the foregoing spread of this Deed of Trust to cover Grantor's interest in such fee property. Grantor shall pay all expenses incurred by Beneficiary in connection with the preparation, execution, acknowledgment, delivery and/or recording of any such documents, including but without limiting the generality of the foregoing, all filing, registration and recording fees and charges, documentary stamps, mortgage taxes, intangible taxes, and reasonable attorney's fees, costs and disbursements.

Section 5.2 Ground Lessor Bankruptcy Proceedings.

A. Treatment of Ground Lease in Bankruptcy.

(1) 365(h) Election. If the Ground Lessor rejects or disaffirms, or seeks or purports to reject or disaffirm, the Ground Lease pursuant to any Bankruptcy Law, then Grantor shall not exercise its election to treat the Ground Lease as terminated under

Section 365(h) of the Bankruptcy Code or any similar Bankruptcy Law, or any comparable right provided under any other Bankruptcy Law, together with all rights, remedies and privileges related thereto ("365(h) Election") except as otherwise provided in this Section 5.2. To the extent permitted by law, Grantor shall not suffer or permit the termination of the Ground Lease by exercise of the 365(h) Election or otherwise without Beneficiary's consent. Grantor acknowledges that because the Ground Lease is a primary element of Beneficiary's security for the Obligations secured hereunder, it is not anticipated that Beneficiary would consent to termination of the Ground Lease. If Grantor makes any 365(h) Election in violation of this Deed of Trust, then such 365(h) Election shall be void and of no force or effect.

(2) Assignment to Beneficiary. Grantor hereby assigns to Beneficiary the 365(h) Election with respect to the Ground Lease. Grantor acknowledges and agrees that the foregoing assignment of the 365(h) Election and related rights is one of the rights that Beneficiary may use at any time to protect and preserve Beneficiary's other rights and interests under this Deed of Trust. Grantor further acknowledges that exercise of the 365(h) Election in favor of terminating the Ground Lease would constitute waste prohibited by this Deed of Trust. Grantor acknowledges and agrees that the 365(h) Election is in the nature of a remedy available to Grantor under the Ground Lease, and is not a property interest that Grantor can separate from the Ground Lease as to which it arises. Therefore, Grantor agrees and acknowledges that exercise of the 365(h) Election in favor of preserving the right to possession under the Ground Lease shall not be deemed to constitute Beneficiary's taking or sale of the Real Property or any other part of the Collateral (or any element thereof) and shall not entitle Grantor to any credit against the Obligations secured hereunder or otherwise impair Beneficiary's remedies.

(3) Scope of Collateral. Grantor acknowledges that if the 365(h) Election is exercised in favor of Grantor's remaining in possession under the Ground Lease, then Grantor's resulting occupancy rights, as adjusted by the effect of Section 365 of the Bankruptcy Code, shall then be part of the Collateral and shall be subject to the lien of this Deed of Trust.

B. Rejection of Ground Lease by Ground Lessor. If Ground Lessor rejects or disaffirms the Ground Lease or purports or seeks to disaffirm the Ground Lease pursuant to any Bankruptcy Law, then:

(1) Continuance of Possession. Grantor shall, in accordance with all applicable laws, remain in possession of the premises demised under the Ground Lease and shall perform all acts necessary for Grantor to remain in such possession for the unexpired term of the Ground Lease (including all renewals), whether the then existing terms and provisions of the Ground Lease require such acts or otherwise; and

(2) Extension of Lien Under Bankruptcy Code. All the terms and provisions of this Deed of Trust and the lien created by this Deed of Trust shall remain in full force and effect and shall extend automatically to all of Grantor's rights and remedies arising at any time under, or pursuant to, § 365(h) of the Bankruptcy Code, including all of Grantor's rights to remain in possession of the Real Property.

C. Assignment of Claims to Beneficiary. Grantor, immediately upon learning that Ground Lessor has failed to perform the terms and provisions under the Ground Lease (including by reason of a rejection or disaffirmance or purported rejection or disaffirmance of the Ground

Lease pursuant to any Bankruptcy Law), shall notify Beneficiary of any such failure to perform. Grantor unconditionally assigns, transfers, and sets over to Beneficiary all of Grantor's claims and rights to the payment of damages that may arise from Ground Lessor's failure to perform under the Ground Lease, or rejection of the Ground Lease under any Bankruptcy Law (collectively, "Real Property Agreement Damage Claims"). This assignment constitutes a present, irrevocable, and unconditional assignment of the Real Property Agreement Damage Claims, and shall continue in effect until the Obligations secured hereunder have been satisfied in full.

(3) Offsets by Grantor. If pursuant to Section 365(h)(2) of the Bankruptcy Code or any other similar Bankruptcy Law, Grantor seeks to offset against the rent under the Ground Lease the amount of any Real Property Agreement Damage Claim, then Grantor shall notify Beneficiary of its intent to do so at least 20 days before effecting such offset. Such notice shall set forth the amounts proposed to be so offset (in its reasonable discretion) and the basis for such offset. If Beneficiary objects to all or any part of such offset, then Grantor shall not affect any offset of the amounts to which Beneficiary objects. If Beneficiary approves such offset, then Grantor may effect such offset as set forth in Grantor's notice. Neither Beneficiary's failure to object, nor any objection or other communication between Beneficiary and Grantor that relates to such offset, shall constitute Beneficiary's approval of any such offset. Grantor shall indemnify Beneficiary against any offset against the rent reserved in the Ground Lease not so approved.

(4) Grantor's Acquisition of Interest in Real Property. If Grantor acquires the fee or any other interest in any of the Real Property, such acquired interest shall immediately become subject to the lien of this Deed of Trust as fully and completely, and with the same effect, as if Grantor now owned it and as if this Deed of Trust specifically described it, without need for the delivery and/or recording of a supplement to this Deed of Trust or any other instrument. In the event of any such acquisition, the fee and leasehold interests in such Real Property, unless Beneficiary elects otherwise in writing, remain separate and distinct and shall not merge, notwithstanding any principle of law to the contrary.

(5) New Lease Agreement Issued to Beneficiary. If the Ground Lease is for any reason whatsoever terminated before the expiration of its term and, pursuant to any provision of the Ground Lease, Beneficiary or its designee shall acquire from Ground Lessor a new leasehold interest in or lease of the Real Property, then Grantor shall have no right, title or interest in or to such new lease or the estate created thereby.

Section 5.3 Grantor Bankruptcy. If any Bankruptcy proceeding is commenced affecting Grantor and Grantor (whether as Grantor in possession or otherwise) or any trustee of Grantor (such trustee, such Grantor in possession, and/or Grantor all being collectively referred to as "Grantor" for purposes of this Section 5.3) shall decide to reject or disaffirm the Ground Lease under the Bankruptcy Code, then Grantor shall give Beneficiary at least twenty (20) days' prior written notice of the date when an application or motion must be filed with the governing court for authority to reject or disaffirm the Ground Lease. In that event, or if Grantor has taken no affirmative action to assume, reject, or disaffirm the Ground Lease under Bankruptcy Law within thirty (30) days after such Bankruptcy proceeding commenced, then Beneficiary shall have the right, but not the obligation, to serve upon Grantor a written notice stating that Beneficiary: (a) demands that Grantor assume and assign the Ground Lease to Beneficiary under Section 365 of the Bankruptcy Code (or, at Beneficiary's option, merely assign the Ground Lease to Beneficiary without first assuming it); and (b) covenants to cure, or provide adequate assurance of prompt cure of, all defaults and provide adequate assurance of future performance under the Ground Lease. If Beneficiary serves such notice upon Grantor, then Grantor shall not seek to reject or disaffirm the Ground Lease, and Grantor shall comply with such demand within twenty (20) days,

provided Beneficiary performs such covenants. Grantor hereby assigns, transfers, and sets over to Beneficiary a nonexclusive right to apply to the applicable bankruptcy court under Section 365 of the Bankruptcy Code for an order extending the period during which Grantor may reject, disaffirm, or assume the Ground Lease after entry of any order for relief in respect of Grantor under the Bankruptcy Code.

ARTICLE VI

Miscellaneous Provisions

Section 6.1 Trustee Provisions.

A. Trustee shall be under no duty to take any action hereunder except as expressly required hereunder or by law, or to perform any act which would involve Trustee in any expense or liability or to institute or defend any suit in respect hereof, unless properly indemnified to Trustee's reasonable satisfaction. Trustee, by acceptance of this Deed of Trust, covenants to perform and fulfill the trusts herein created, being liable, however, only for gross negligence or willful misconduct, and hereby waives any statutory fee and agrees to accept reasonable compensation, in lieu thereof, for any services rendered by Trustee in accordance with the terms hereof. Trustee may resign at any time upon giving thirty (30) days' notice to Grantor and Beneficiary. Beneficiary shall at any time and from time to time have the irrevocable right to remove Trustee herein named without notice or cause and to appoint its successor by an instrument in writing, duly acknowledged and recorded, in such form as to entitle such written instrument to be recorded in Oregon, and in the event of the death or resignation of Trustee herein named, Beneficiary shall have the right to appoint its successor by such written instrument, and, without conveyance of the Collateral, any Trustee so appointed (each, a "Substitute Trustee") shall be vested with the title to the Collateral, and shall possess all the powers, duties and obligations herein conferred upon Trustee in the same manner and to the same extent as though such Substitute Trustee was named herein originally as Trustee. Neither the original Trustee nor any Substitute Trustee shall be required to make bond, oath or file an inventory.

B. The Trustee named herein or any Substitute Trustee shall be clothed with the full power to act when action herein shall be required and to execute any conveyance of the Collateral except as otherwise expressly required. In the event that the substitution of the Trustee shall become necessary for any reason, the substitution of one Substitute Trustee in the place of the Trustee herein named (or in the place of any other Substitute Trustee) shall be sufficient. The necessity of the Trustee or any Substitute Trustee making oath or giving bond is hereby expressly waived. The Trustee or any Substitute Trustee shall have, in its discretion, authority to employ all proper agents and attorneys in the execution of its obligations under this Deed of Trust (including, without limitation, in the conducting of any sale made pursuant to the terms hereof), and to pay the reasonable costs for such services rendered out of the proceeds of the sale of the Collateral, should any be realized; and if no sale be made then Grantor hereby undertakes and agrees to pay the reasonable cost of such services rendered to said Trustee or any Substitute Trustee.

C. Trustee's Compensation. Trustee is and shall be entitled to reasonable compensation for all services rendered hereunder, or in connection with the trust herein provided, and in addition, Trustee shall be entitled to receive a reasonable sum for an examination of the title at the date of sale to determine what person is entitled to receive any surplus that may remain after discharging the liens hereby created. Trustee's compensation, together with any and all necessary, reasonable and documented expenses, charges, counsel fees, including fees for legal advice concerning Trustee's rights and duties in the Collateral, and other disbursements incurred

by Trustee in discharge of his duties as such, shall be a further charge and lien upon said Collateral and enforced as part of the Obligations.

D. Certain Rights. With the approval of Beneficiary, Trustee shall have the right to take any and all of the following actions: (a) to select, employ, and advise with counsel (who may be, but need not be, counsel for Beneficiary) upon any matters arising hereunder, including the preparation, execution, and interpretation of the Note, this Deed of Trust or the other Lease Documents, and shall be fully protected in relying as to legal matters on the advice of counsel, (b) to execute any of the trusts and powers hereof and to perform any duty hereunder either directly or through his/her agents or attorneys, (c) to select and employ, in and about the execution of his/her duties hereunder, suitable accountants, engineers and other experts, agents and attorneys-in-fact, either corporate or individual, not regularly in the employ of Trustee, and Trustee shall not be answerable for any act, default, negligence, or misconduct of any such accountant, engineer or other expert, agent or attorney-in-fact, if selected with reasonable care, or for any error of judgment or act done by Trustee in good faith, or be otherwise responsible or accountable under any circumstances whatsoever, except for Trustee's gross negligence or bad faith and (d) any and all other lawful action as Beneficiary may instruct Trustee to take to protect or enforce Beneficiary's rights hereunder. Trustee shall not be personally liable in case of entry by Trustee, or anyone entering by virtue of the powers herein granted to Trustee, upon the Property for debts contracted for or liability or damages incurred in the management or operation of the Property. Trustee shall have the right to rely on any instrument, document, or signature authorizing or supporting an action taken or proposed to be taken by Trustee hereunder, believed by Trustee in good faith to be genuine.

E. Retention of Money. All moneys received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent required by applicable law) and Trustee shall be under no liability for interest on any moneys received by Trustee hereunder.

F. Perfection of Appointment. Should any deed, conveyance, or instrument of any nature be required from Grantor by any Trustee or substitute trustee to more fully and certainly vest in and confirm to the Trustee or Substitute Trustee such estates rights, powers, and duties, then, upon reasonable request by the Trustee or substitute trustee, any and all such deeds, conveyances and instruments shall be made, executed, acknowledged, and delivered and shall be caused to be recorded and/or filed by Mortgagor.

G. Succession Instruments. Any Substitute Trustee appointed pursuant to any of the provisions hereof shall, without any further act, deed, or conveyance, become vested with all the estates, properties, rights, powers, and trusts of its or his/her predecessor in the rights hereunder with like effect as if originally named as Trustee herein; but nevertheless, upon the written request of Beneficiary or of the Substitute Trustee, the Trustee ceasing to act shall execute and deliver any instrument transferring to such Substitute Trustee, upon the trusts herein expressed, all the estates, properties, rights, powers, and trusts of the Trustee so ceasing to act, and shall duly assign, transfer and deliver any of the property and moneys held by such Trustee to the Substitute Trustee so appointed in the Trustee's place.

Section 6.2 Fixture Filing. To the extent that Grantor is not a "transmitting utility" (as defined in the UCC), this Deed of Trust shall be effective as a financing statement filed as a fixture filing with respect to all fixtures (as defined in the UCC) included within the Collateral, and is to be filed for record in the real estate records in the county where the Collateral (including said fixtures) is situated,

with Grantor as the "debtor" and Beneficiary as the "secured party", and with the names and addresses of the "debtor" and the "secured party" for such purposes being:

Debtor:	Klamath Falls Solar 2, LLC c/o Clean Focus Renewables, Inc. 150 Mathilda Place, Suite 206 Sunnyvale, California
Secured Party:	Live Oak Banking Company 1741 Tiburon Drive Wilmington, North Carolina 28403 Attn: Department of Leasing
Description of types (or items) of property covered by this financing statement:	All of the property described in the definition of "Collateral" which is or is to become a fixture or is as-extracted collateral
Description of real estate to which collateral is attached or upon which it is located:	Described in <u>Exhibit A</u> hereto

Section 6.3 Waiver. Any and all covenants of Grantor in this Deed of Trust may from time to time, be waived by Beneficiary by an instrument in writing signed by Beneficiary to such extent and in such manner as Beneficiary may desire, but no such waiver will ever affect or impair Beneficiary's rights hereunder, except to the extent specifically stated in such written instrument. All changes to, amendments and modifications of this Deed of Trust must be in writing and signed by Beneficiary.

Section 6.4 Severability. If any provision of this Deed of Trust or of any of the instruments and documents evidencing, securing or relating to the Obligations is invalid or unenforceable in any jurisdiction, such provision shall be fully severable from this Deed of Trust and the other provisions hereof and of said instruments and documents shall remain in full force and effect in such jurisdiction and the remaining provisions hereof shall be liberally construed in favor of Beneficiary in order to carry out the provisions and intent hereof. The invalidity of any provision of this Deed of Trust in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction.

Section 6.5 Subrogation. This Deed of Trust is made with full substitution and subrogation of Beneficiary in and to all covenants and warranties by others heretofore given or made with respect to the Collateral or any part thereof.

Section 6.6 Covenants Run with the Land. All of the covenants in this Deed of Trust shall run with the Real Property.

Section 6.7 Financing Statement. This Deed of Trust shall be deemed to be and may be enforced from time to time as a leasehold deed of trust, security agreement, fixture filing, financing statement and assignment of rents and leases, and from time to time as any one or more thereof is appropriate under applicable state law. Grantor hereby authorizes Beneficiary to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the signature of Grantor at any time after the execution of this Deed of Trust, and hereby ratifies any thereof filed prior to the execution of this Deed of Trust.

Section 6.8 Rate of Interest. All interest required hereunder and under the Obligations shall be calculated on the basis of a year of three hundred sixty (360) days. Notwithstanding anything to the contrary contained herein, no rate of interest required hereunder or under the Obligations shall exceed the maximum legal rate under applicable law, and, in the event any such rate is found to exceed such maximum legal rate, Grantor shall be required to pay only such maximum legal rate.

Section 6.9 Governing Law. Without regard to principles of conflicts of law, this Deed of Trust shall be construed under and governed by the laws of the State of Oregon.

Section 6.10 Recording. All recording references in the Exhibit hereto are to the official real property records of Klamath County, Oregon and in which records such documents are or in the past have been customarily recorded. The references in this Deed of Trust and in the Exhibit hereto to liens, encumbrances and other burdens are for the purposes of defining the nature and extent of Grantor's warranties and shall not be deemed to ratify, recognize or create any rights in third parties.

Section 6.11 Execution in Counterparts. This Deed of Trust may be executed in one or more original counterparts. Each counterpart shall be deemed to be an original for all purposes, and all counterparts shall together constitute but one and the same instrument.

Section 6.12 Notices. All notices given hereunder with respect to any foreclosure sale shall be given in accordance with applicable law. All other notices given hereunder shall be in writing, shall be given by certified mail, return receipt requested, overnight courier service, telecopy, facsimile or copy delivered by hand, and, (A) if mailed, shall be deemed received three business days after having been deposited in a receptacle for United States mail, postage prepaid, (B) if delivered by overnight air courier service, shall be deemed received one business day after having been deposited with such overnight air courier service, postage prepaid, and (C) if delivered by hand delivery, shall be deemed received on the day the notice is sent if the sender thereof exercises reasonable efforts to confirm receipt thereof, in each case addressed as provided in this Deed of Trust. Any party may, by written notice so delivered to the others, change the address or facsimile number to which delivery shall thereafter be made.

Section 6.13 Binding Effect. This Deed of Trust shall bind and inure to the benefit of the respective successors and assigns of Grantor and Beneficiary.

Section 6.14 References. All references in this Deed of Trust to Exhibit, Articles, Sections, Subsections, paragraphs, subparagraphs and other subdivisions refer to the Exhibit, Articles, Sections, Subsections, paragraphs, subparagraphs and other subdivisions of this Deed of Trust unless expressly provided otherwise. Titles and headings appearing at the beginning of any subdivision are for convenience only and do not constitute any part of any such subdivision and shall be disregarded in construing the language contained in this Deed of Trust. The words "this Deed of Trust," "herein," "hereof," "hereby," "hereunder" and words of similar import refer to this Deed of Trust as a whole and not to any particular subdivision unless expressly so limited. The phrases "this Section," "this Subsection" "this paragraph," "this subparagraph" and similar phrases refer only to the Sections, Subsections, paragraphs or subparagraphs hereof in which the phrase occurs. Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Solar Lease Agreement. The word "or" is not exclusive. All references to days are to calendar days unless otherwise specifically stated. Pronouns in masculine, feminine and neuter gender shall be construed to include any other gender. Words in the singular form shall be construed to include the plural and words in the plural form shall be construed to include the singular, unless the context otherwise requires.

Section 6.15 Jury Trial; Other Waivers. GRANTOR AND BENEFICIARY EACH HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT

MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS DEED OF TRUST. THE LEASE DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). GRANTOR AND BENEFICIARY EACH CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF SUCH OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT BENEFICIARY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER. GRANTOR ACKNOWLEDGES THAT THIS DEED OF TRUST PROVIDES FOR WAIVER OF RIGHT TO TRIAL BY JURY AND WAIVER OF OTHER RIGHTS, PURSUANT TO THE TERMS AND PROVISIONS SET FORTH IN ARTICLE IV OF THIS DEED OF TRUST, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS.

ARTICLE VII

State-Specific Provisions

Section 7.1 Principles of Construction. In the event of any inconsistencies between the terms and conditions of this Article 17 and the terms and conditions of this Deed of Trust, the terms and conditions of this Article 17 shall control and be binding.

Section 7.2 Warning. UNLESS GRANTOR PROVIDES BENEFICIARY WITH EVIDENCE OF THE INSURANCE COVERAGE AS REQUIRED BY THE LEASE DOCUMENTS, THE BENEFICIARY MAY PURCHASE SUCH INSURANCE AT GRANTOR'S EXPENSE TO PROTECT BENEFICIARY'S INTEREST. THIS INSURANCE MAY, BUT NEED NOT, ALSO PROTECT GRANTOR'S INTEREST. IF THE COLLATERAL BECOMES DAMAGED, THE COVERAGE BENEFICIARY PURCHASES MAY NOT PAY ANY CLAIM GRANTOR MAKES OR ANY CLAIM MADE AGAINST GRANTOR. GRANTOR MAY LATER CANCEL THIS COVERAGE BY PROVIDING EVIDENCE THAT GRANTOR HAS OBTAINED PROPERTY COVERAGE ELSEWHERE.

GRANTOR IS RESPONSIBLE FOR THE REASONABLE COST OF ANY SUCH INSURANCE PURCHASED BY BENEFICIARY. THE COST OF THIS INSURANCE MAY BE ADDED TO THE OBLIGATIONS AS DEFINED IN THE RECITALS OF THIS DEED OF TRUST. IF THIS COST IS ADDED TO SUCH OBLIGATIONS, THE INTEREST RATE PAYABLE UNDER THE UNDERLYING LEASE DOCUMENTS WILL APPLY TO THE ADDED AMOUNT. THE EFFECTIVE DATE OF THE COVERAGE MAY BE THE DATE GRANTOR'S PRIOR COVERAGE LAPSED OR THE DATE GRANTOR FAILED TO PROVIDE PROOF OF COVERAGE.

THE COVERAGE BENEFICIARY PURCHASES MAY BE CONSIDERABLY MORE EXPENSIVE THAN INSURANCE GRANTOR CAN OBTAIN ON GRANTOR'S OWN AND MAY NOT SATISFY ANY NEED FOR PROPERTY DAMAGE COVERAGE OR ANY MANDATORY LIABILITY INSURANCE REQUIREMENTS IMPOSED BY APPLICABLE LAW.

Section 7.3 No Oral Commitment Notice. UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY BENEFICIARY CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE GRANTOR'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY THE BENEFICIARY TO BE ENFORCEABLE.

Section 7.4 Additional Fixture Filing Language. This instrument constitutes a financing statement filed as a fixture filing in the Official Records of the County Recorder of Klamath County with respect to any and all fixtures included in the term Property as used herein and with respect to any goods or other personal property that may now be or hereafter becomes fixtures.

Name and address of Beneficiary (Secured Party) from whom information may be obtained:

Live Oak Banking Company
1741 Tiburon Drive
Wilmington, North Carolina 38403
Attention: Department of Leasing

Information for Grantor (Debtor):

Entity	State of Organization	Type of Organization	Organization Number
Klamath Falls Solar 2, LLC	DE	limited liability company	5868859 81-0767979

Section 7.5 The rights of a party under this Deed of Trust to recover its attorneys' fees shall include such fees incurred at trial, on any appeal, on petition for review, and in any bankruptcy proceeding.

Section 7.6 Grantor warrants that this Deed of Trust is not and will at all times continue not to be a residential trust deed (as that term is defined in ORS 86.705(3)).

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Deed of Trust is executed as of the day and year first above written by the undersigned on behalf of Grantor (and said undersigned hereby represents that they possess full power and authority to execute this Deed of Trust).

THE GRANTOR HEREBY DECLARES AND ACKNOWLEDGES THAT GRANTOR HAS RECEIVED, WITHOUT CHARGE, A TRUE COPY OF THIS DEED OF TRUST.

GRANTOR:

KLAMATH FALLS SOLAR 2, LLC
a Delaware limited liability company

By [Signature]
Name David Mao
Its authorized signatory

STATE OF _____
COUNTY OF _____

Before me, _____, a Notary Public of the State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be _____ of KLAMATH FALLS SOLAR 2, LLC, a Delaware limited liability company, the within named Grantor, and that he/she, as such _____, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the company by himself/herself as such _____.

Witness my hand and official seal, at office in _____ this _____ day of _____, 2018.

Notary Public

My Commission Expires: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____

On Mar 9 2018 before me, Patricia T. Wong, Notary Public
(Date) (Here Insert Name and Title of the Officer)

personally appeared David Mao
(Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Signature of Notary Public) (Seal)



EXHIBIT A

Legal Description of the Real Property

PARCEL 1:

A LEASE AREA BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED VOLUME 2012 AT PAGE 012474 OF THE KLAMATH COUNTY DEED RECORDS, SITUATED IN THE NE1/4 OF SECTION 16, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH THE 1/4 CORNER COMMON TO SECTIONS 9 & 16, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN BEARS NORTH 09°16'01"W 164.82 FEET; THENCE EAST, 22.94 FEET; THENCE SOUTH 00°52'42" WEST 28.16 FEET; THENCE SOUTH 27°40'03" EAST 19.23 FEET; THENCE SOUTH 73°48'28" EAST 17.18 FEET; THENCE EAST 228.97 FEET; THENCE SOUTH 42.38 FEET; THENCE SOUTH 89°59'00" EAST 728.20 FEET; THENCE SOUTH 81°08'32" EAST 762.35 FEET; THENCE EAST 15.00 FEET; THENCE SOUTH 359.09 FEET; THENCE SOUTH 89°59'50" WEST 716.29 FEET; THENCE SOUTH 135.32 FEET; THENCE NORTH 89°58'20" WEST 1056.57 FEET; THENCE NORTH 05°53'34" WEST 56.06 FEET; THENCE NORTH 00°03'51"E 423.68 FEET; THENCE NORTH 01°12'35" EAST 127.48 FEET; THENCE NORTH 01°14'06" EAST 97.02 FEET TO THE POINT OF BEGINNING; WITH BEARINGS BASED ON THE OREGON STATE PLANE COORDINATE SYSTEM - SOUTH ZONE #3602.

PARCEL 2:

AN ACCESS EASEMENT BEING A PORTION OF THAT TRACT OF LAND DESCRIBED AS PARCEL 9 IN DEED VOLUME 2012 AT PAGE 012474 OF THE KLAMATH COUNTY DEED RECORDS, SITUATED IN THE NE1/4 OF SECTION 16, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF WASHBURN WAY, FROM WHICH THE N1/16 CORNER COMMON TO SECTION 15, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, AND SAID SECTION 16 BEARS NORTH 10°33'37" EAST 182.32 FEET; THENCE, LEAVING SAID WESTERLY RIGHT OF WAY LINE, NORTH 87°26'06" WEST 633.99 FEET; THENCE, ON THE ARC OF A CURVE TO THE RIGHT (RADIUS EQUALS 180.00 FEET AND CENTRAL ANGLE EQUALS 88°33'10") 278.20 FEET; THENCE NORTH 01°07'04" EAST 902.15 FEET; THENCE WEST 3.87 FEET TO A POINT ON THE EAST LINE OF THE EWAUNA PHASE 2 LEASE AREA; THENCE NORTH, ALONG THE SAID EAST LINE, 20.00 FEET; THENCE, LEAVING SAID EAST LINE, EAST 44.27 FEET; THENCE SOUTH 01°07'04" WEST 922.94 FEET; THENCE, ON THE ARC OF A CURVE TO THE LEFT (RADIUS EQUALS 140.00 FEET AND CENTRAL ANGLE EQUALS 88°33'10") 195.47 FEET; THENCE SOUTH 87°26'06" EAST 632.96 FEET TO A POINT ON THE SAID WESTERLY RIGHT OF WAY LINE OF WASHBURN WAY; THENCE SOUTH 01°05'24"W 40.01 FEET TO THE POINT OF BEGINNING, WITH BEARINGS BASED ON THE OREGON STATE PLANE COORDINATE SYSTEM - SOUTH ZONE #3602.