

AFTER RECORDING RETURN TO:  
Skysol, LLC  
300 Spectrum Center Drive, Suite 1020  
Irvine, CA 92618

2021-004987

Klamath County, Oregon

04/01/2021 02:49:00 PM

Fee: \$162.00

(space above this line for recorder's use)

### ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (this "**Agreement**") is made, dated and effective as of March 15, 2021 (the "**Effective Date**"), between Marla Ann Rajnus (together with her successors, assigns and heirs, "**Grantor**"), and Skysol, LLC, a Utah limited liability company (together with its transferees, successors, and assigns, collectively, "**Grantee**"), and in connection herewith, Grantor and Grantee agree, covenant and contract as set forth in this Agreement. Grantor and Grantee are sometimes referred to in this Agreement as a "**Party**" or collectively as the "**Parties**".

### RECITALS

A. Grantor owns certain real property located in Klamath County, State of Oregon, described on Exhibit A, attached hereto and by this reference made a part hereof (the "**Premises**").

B. Grantee is developing a utility-scale solar energy generating facility, and in connection therewith, desires to obtain an access easement and related rights on, under, over, and across the Premises, and Grantor desires to grant such easement and rights, on the terms and conditions set forth herein.

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

#### 1. Grant of Easements.

(a) Grant.

(i) Access Easement. Grantor hereby grants, conveys, transfers, and warrants to Grantee and its employees, contractors, subcontractors, agents, successors, and assigns, a forty (40)- foot wide easement ("**Access Easement**") on, over, under and across the portions of the Premises identified on Exhibit B, attached to this Agreement (the "**Easement Area**"), for the purposes of constructing, erecting, installing, using, maintaining, replacing, relocating, and removing from time to time, an access road (the "**Road**"). In connection with the rights to construct the Road, Grantee shall also have the right to conduct on the Easement Area any studies, tests or inspections that are necessary, including, without limitation, surveys, soil sampling, environmental tests, archeological assessments; access the Easement Area; construct and maintain roadways to provide access to the Easement Area for the purposes stated in this Agreement; grade and maintain staging and laydown

areas during construction: exercise the rights granted in this Agreement; grade, cut and fill the surface of the Easement Area. Grantee shall have the right to install fences and gates within the Easement Area (as defined below), provided that Grantee shall provide Grantor with keys and combinations to all locks on any gates installed by Grantee.

(iii) Clearance Easement. Grantor hereby grants, conveys, transfers, and warrants to Grantee the right, but not the obligation to trim, cut down and remove all trees (whether natural or cultivated), brush, crops or vegetation, and fire and electrical hazards now or hereafter existing in the Easement Area (the “**Clearance Easement**”).

(iv) Construction, Maintenance and Operations Easement. To accommodate the construction, maintenance, replacement, repair, and operations of the Road, Grantee and its employees, contractors, subcontractors, and agents may make reasonable use from time to time of the portion of the Premises that is ten (10) feet on the western edge of the Easement Area (the “**Temporary Easement**”, and jointly and collectively with the Access Easement and Clearance Easement, sometimes herein called the “**Easements**”).

(b) Easement in Gross. The Easements and other rights granted by Grantor in this Agreement are easements in gross, and the Easements and other rights granted to Grantee herein are personal to Grantee and its successors and assigns for the benefit of Grantee (and its successors and assigns), as owner of the Easement.

(d) No Overburdening. Grantor hereby acknowledges and agrees that no use of or improvement to the Easements or any portion thereof for the purposes set forth in this Agreement, no transfer of all or any portion of the Easement Areas, and no use or improvement of the Easement Areas or any portion thereof for the purposes set forth in this Agreement resulting from any such transfer, shall, separately or in the aggregate, constitute an overburdening of the Easement Areas.

## **2. Term and Termination.**

(a) Term. The term of this Agreement shall commence on the Effective Date and shall be perpetual until the date that Grantee terminates this Agreement (the “**Term**”).

(b) Grantee Termination. Notwithstanding anything to the contrary set forth in this Agreement, Grantee shall have the right at any time to terminate this Agreement and all of the rights, duties and obligations of the Parties under this Agreement effective upon thirty (30) days’ prior written notice given by Grantee to Grantor.

(c) Removal Upon Termination. Upon termination of this Agreement, at Grantor’s request, Grantee shall remove the Road (if constructed) within the Easement Area and restore the Premises to a condition reasonably similar as existed prior to installation of the Road upon the terms and conditions set forth herein. Grantee shall have a continuing easement to enter and access the Easement Area and the portion of the Premises under the Temporary Easement for purposes described in this Section. In the event Grantee fails to remove the Road within twelve (12) months after termination, Grantor may have the Road removed at Grantee’s sole cost and expense.

3. **Compensation.** In exchange for Easements, Grantee shall pay to Grantor the amount set forth on Exhibit C attached hereto, payable within Forty-Five (45) days following the Effective Date.

4. **Grantor's Representations, Warranties and Covenants.** Grantor hereby represents, warrants and covenants as follows:

(a) **Grantor's Authority.** Grantor is the sole owner of the Premises, has good and indefeasible title in fee simple to the Premises, and has the authority to execute this Agreement and to grant Grantee the rights granted in this Agreement. As long as Grantee observes the terms and conditions of this Agreement, Grantee shall have the right to quietly and peaceably hold, possess and enjoy all of the rights granted by this Agreement without hindrance or interruption by Grantor or any person lawfully or equitably claiming by, through or under Grantor, or as Grantor's successor(s) in interest.

(b) **Hazardous Material.** As of the Effective Date, neither the Premises nor Grantor is or has been in violation of any federal, state or local environmental health or safety laws, statute, ordinance, rule, regulation or requirement (collectively, "**Environmental Laws**"), and Grantor has not received any notice or other communication from any governmental authority alleging that the Premises is in violation of any Environmental Law. "**Hazardous Materials**" means (i) any substance, the presence of which requires investigation, remediation, or other response or corrective action under any Environmental Law, or (ii) any substance which is or hereafter becomes defined as a hazardous waste, hazardous substance, extremely hazardous substance, hazardous material, hazardous matter, hazardous chemical, toxic substance, toxic chemical, pollutant or contaminant, or other similar term, in or pursuant to any Environmental Law, or (iii) any asbestos or asbestos-containing material, PCBs or equipment or articles containing PCBs, petroleum, diesel fuel, gasoline or other petroleum hydrocarbons. Grantor warrants further that no underground storage tanks and no Hazardous Materials are or were located on the Premises. Grantor shall not violate any Environmental Laws relating to the Premises.

(c) **No Interference.** Grantor shall not, nor authorize any other party to, interfere with, Grantee's use of the Premises for the purposes described in this Agreement, or Grantee's rights under this Agreement. Without limiting the foregoing, Grantor shall not, and shall not allow any third party to, within the Easement Area: erect or install any buildings, structures, antenna, or other improvements; place or store flammable materials; plant trees; place water, sewer or drainage facilities; or alter the elevation of the existing ground surface.

(d) **Cooperation.** Grantor shall assist and cooperate with Grantee, all at no out of pocket expense to Grantor, in applying for, complying with or obtaining any land use permits and approvals or any other permits, licenses, approvals or consents required for the financing, construction, installation, replacement, relocation, maintenance, repair, operation or removal of the Road. Grantor shall take no actions in opposition to any of the foregoing, directly or indirectly.

(e) **Liens.** Except as disclosed in the official real property records of Klamath County, or as disclosed in writing by Grantor to Grantee prior to the Effective Date, Grantor's fee simple title to the Premises is free and clear of all liens, encumbrances, easements, leases, mortgages, deeds of trust, security interests, claims, disputes, or other third party rights or options (collectively,

"**Liens**"). Grantee shall be entitled to obtain, and Grantor shall cooperate with Grantee in obtaining, a subordination agreement, non-disturbance agreement or other appropriate agreement from any party holding a Lien that might interfere with Grantee's rights under this Agreement, at no out of pocket expense to Grantor.

(f) Taxes and Assessments. Grantor shall pay all taxes, assessments, and other governmental charges that during the Term of this Agreement shall be levied, assessed or imposed upon, or arise in connection with, the Premises.

5. **Grantee's Representations, Warranties and Covenants.** Grantee hereby represents, warrants and covenants as follows:

(a) Grantee's Authority. Grantee has the authority to execute this Agreement. Each person signing this Agreement on behalf of Grantee is authorized to do so.

(b) Restoration. Grantee shall not any damage any of Grantor's improvements when Grantee constructs the Road. In the event Grantee's construction activities on the Premises damage any of Grantor's property or improvements on the Premises, Grantee shall be obligated to either (i) restore the improvement to substantially the same condition as it was prior to being damaged by Grantee or (ii) compensate Grantor in an amount that reasonably reflects the cost to repair the damage caused by Grantee. Upon completion of construction of the Road, Grantee shall restore the portion(s) of the Premises disturbed by Grantee and not required for continuing operation of the Road to a condition reasonably similar to its condition prior to the commencement of such work.

(c) Existing Rights. Grantee acknowledges that the Easement Area was granted by Dan C. Rajnus and Marla Ann Rajnus to Donald Rajnus and Sharon Rajnus pursuant to that certain Warranty Deed recorded in the official real property records of Klamath County, Oregon, October 16, 1991, Vol. M91 of Deeds on Page 21671, and that Donald and Sharon Rajnus and/or their successors and assigns hold rights to the Easement Area. Grantee acknowledges that its use of the Easement Area will not unreasonably interfere with the access rights held by Donald and Sharon Rajnus and/or their successor and assigns.

6. **Default; Remedies.**

(a) Default. If a Party (the "**Defaulting Party**") fails to perform an obligation under this Agreement (an "**Event of Default**"), such Defaulting Party shall not be in default of the terms of this Agreement if, (a) in the case of the failure to pay when due any amounts payable under this Agreement (a "**Monetary Default**"), the Defaulting Party pays the past due amount within ten (10) business days after receiving written notice of the Event of Default (a "**Notice of Default**") from the other Party (the "**Non-Defaulting Party**"), or (b) in the case of an Event of Default other than a Monetary Default (a "**Non-Monetary Default**"), the Event of Default is cured within thirty (30) days after receiving the Notice of Default; provided, that if the nature of the Non-Monetary Default requires, in the exercise of commercially reasonable diligence, more than thirty (30) days to cure then the Defaulting Party shall not be in default as long as it commences performance of the cure within thirty (30) days and thereafter pursues such cure with commercially reasonable diligence. Should an Event of Default remain uncured by the Defaulting Party, the Non-Defaulting Party shall have and shall be entitled to at its option and without further notice, but subject to the

limitations set forth in the last sentence of this Section, exercise any remedy available at law or equity, including, without limitation, a suit for specific performance of any obligations set forth in this Agreement or any appropriate injunctive or other equitable relief, or for damages resulting from such default (including, without limitation, the cost of obtaining alternative easements and removing and reinstalling the Road). Notwithstanding any rights or remedies which Grantor may otherwise have hereunder, at law or in equity, Grantor shall not (and hereby waives the right to) at any time during the term of this Agreement, commence, prosecute or participate in any action or proceeding in which termination, cancellation, rescission or reformation of this Agreement is sought or could be awarded as a remedy; and Grantor shall be limited to seeking and obtaining damages or specific performance in the event of any failure by Grantee to perform its obligations hereunder.

7. **Assignment.** Grantee shall have the right, without obtaining the consent of Grantor, to do any of the following with respect to all or any portion of this Agreement, the Easement, the Easement Area or the Road: encumber, hypothecate, mortgage, pledge, or otherwise finance the Easements and the Road in favor of the holder of any mortgage, deed of trust or other security interest in Grantee's rights under this Agreement and the Road (each an "**Easement Mortgage**"); grant co-easements, separate easements, sub-easements, licenses or similar rights (however denominated) to one or more persons or entities (each an "**Assignee**"); grant to one or more Assignees joint rights of ownership in and/or use of the Road and the Easements; or sell, convey, lease, assign, mortgage, encumber, hypothecate or transfer to one or more Assignees or Easement Mortgagees any or all right or interest of Grantee in all or any portion of this Agreement, the Easement, the Easement Area or the Road. Grantee shall promptly notify Grantor in writing of any such assignment, mortgage, pledge or hypothecation and the name and address of each Assignee or Easement Mortgagee. Upon Grantee's assignment of its entire interest under this Agreement as to all or any portion of the Easements, or as may otherwise be provided in the applicable grant, sale, lease, conveyance or assignment document, Grantor shall recognize the Assignee as Grantee's proper successor, the Assignee shall have all of the assigned rights, benefits and obligations of Grantee under and pursuant to this Agreement. Grantee shall remain jointly and severally liable with the Assignee for all obligations under this Agreement unless such Assignee agrees in writing to assume all of Grantee's obligations hereunder. Grantor shall notify Grantee in writing of any sale, assignment, mortgage or transfer of any of Grantor's interest in the Premises, or any part thereof. Until Grantee receives such notice, Grantee shall have no duty to any successor Grantor.

8. **Covenants for Mortgagees' Benefit.** Upon any assignment or transfer of Grantee's interest in this Agreement or the Easements to an Easement Mortgagee (made pursuant to Section 7 hereof), the Parties expressly agree between themselves and for the benefit of any Easement Mortgagee as follows:

(a) They will not amend, modify or cancel, terminate, surrender or release this Agreement without the prior written consent of each Easement Mortgagee, which consent shall not be unreasonably withheld, conditioned or delayed.

(b) Grantor shall provide a copy of any Notice of Default provided to Grantee hereunder to each Easement Mortgagee at the notice address provided by Grantee pursuant to Section 7.

(c) Any Easement Mortgagee shall have the same period after delivery of Notice of Default to the Easement Mortgagee to remedy the Event of Default, or cause the same to be remedied, as is given to Grantee after delivery of Notice of Default pursuant to Section 6 hereof, plus, in each instance, sixty (60) additional days; provided that such 60-day period shall be extended for a Non-Monetary Default by the time reasonably required to complete such cure, including the time required for the Easement Mortgagee to perfect its right to cure such Non-Monetary Default by obtaining possession of Grantee's interest in the Easement (including possession by a receiver) or by instituting and consummating foreclosure proceedings, provided the Easement Mortgagee acts with reasonable diligence. The Easement Mortgagee shall have the absolute right to substitute itself for Grantee and perform the duties of Grantee hereunder for purposes of curing such Events of Default. Grantor expressly consents to such substitution, agrees to accept such performance, and authorizes the Easement Mortgagee (or its employees, agents, representatives or contractors) to enter upon the Easements to complete such performance with all the rights, privileges and obligations of the original Grantee hereunder. Grantor shall not have the right to terminate this Agreement prior to expiration of the cure periods available to an Easement Mortgagee as set forth above. Notwithstanding anything to the contrary contained above, until such Easement Mortgagee obtains the interests of Grantee in this Agreement (whether pursuant to foreclosure of the Easement Mortgagee's lien or otherwise), no Easement Mortgagee shall have the obligation to cure any Event of Default of Grantee and no Easement Mortgagee shall be deemed an assignee or transferee of this Agreement so as to require that such Easement Mortgagee assume the performance of any of the covenants or agreements on the part of Grantee to be performed hereunder (except as set forth in Section 8(d) below).

(d) During any period of possession of the Easements by an Easement Mortgagee (or a receiver requested by such Easement Mortgagee) and/or during the pendency of any foreclosure proceedings instituted by an Easement Mortgagee, the Easement Mortgagee shall pay or cause to be paid all monetary charges payable by Grantee hereunder (all as set forth in Section 3 above) which have accrued and are unpaid at the commencement of said period and those which accrue thereafter during said period. Following acquisition of Grantee's interest in the Easements or this Agreement by the Easement Mortgagee or its assignee or designee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Agreement shall continue in full force and effect and the Easement Mortgagee or party acquiring title to Grantee's interest shall, as promptly as reasonably possible, commence the cure of all Events of Default hereunder and thereafter diligently process such cure to completion, whereupon Grantor's right to terminate this Agreement based upon such Events of Default shall be deemed waived.

(e) In the case of termination of this Agreement as a result of any Event of Default, foreclosure, or the termination, rejection or disaffirmance of this Agreement due to bankruptcy, insolvency or appointment of a receiver in bankruptcy for Grantee, Grantor shall give prompt notice to each Easement Mortgagee. Grantor shall, upon written request of an Easement Mortgagee, so long as made within forty-five (45) days after notice from Grantor to such Easement Mortgagee, enter into a new easement agreement with such Easement Mortgagee, or its designee, within twenty (20) days after the receipt of such request. Such new easement agreement shall be effective as of the Effective Date, and upon the same terms, covenants, conditions and agreements as contained in this Agreement. Coincident with the entry of a new easement agreement as provided herein, Grantor shall reissue to such Easement Mortgagee any easements, licenses or other interests

respecting the Premises which any Grantor may have granted to Grantee in connection with this Agreement and the transactions contemplated thereby. Upon the execution of any such new easement agreement, the Easement Mortgagee shall (i) pay Grantor any amounts which are due to Grantor from Grantee, (ii) pay Grantor any and all amounts which would have been due under this Agreement (had this Agreement not been terminated) from the date of the termination of this Agreement to the date of the new easement agreement, and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements set forth in this Agreement to be performed by Grantee to the extent that Grantee failed to perform the same prior to the execution and delivery of the new easement agreement. Grantor hereby agrees with and for the benefit of each Easement Mortgagee that the provisions of this Section 8(e) shall survive termination, rejection or disaffirmation of this Agreement whether by default or as a result of the bankruptcy or insolvency of Grantee and shall continue in full force and effect thereafter to the same extent as if this Section 8(e) were a separate and independent instrument.

(f) If more than one Easement Mortgagee makes a written request for a new easement agreement pursuant hereto, the new easement agreement shall be delivered to the Easement Mortgagee requesting such new easement agreement whose interest is prior in lien, and the written request of any other Easement Mortgagee whose lien is subordinate shall be void and of no further force or effect. Grantor shall not be responsible for determining the relative priorities of Easement Mortgagees' interests, and shall not be liable for any damage caused to Grantee or any Easement Mortgagee from entering into or refusing to enter into two or more new easement agreements.

(g) Grantor shall within ten (10) days of any request execute and deliver to Grantee or its Easement Mortgagee such estoppel certificates (certifying as to such matters as Grantee or its Easement Mortgagee may reasonably request, including without limitation that no Event of Default then exists under this Agreement, if such be the case) and/or consents to assignment (whether or not such consent is actually required) and/or non-disturbance agreements as Grantee, any assignee or Easement Mortgagee may reasonably request from time to time. If such estoppel certificate is requested but not timely provided as required by this Section 8(g), all matters requested for certification in such estoppel certificate shall conclusively be deemed true and accurate for all purposes and may be conclusively relied upon by the requesting party (and, if applicable, such requesting party's lenders or potential assignees). The failure of Grantor to deliver such statement within such time shall be conclusive evidence upon Grantor that this Agreement is in full force and effect and has not been modified, and there are no uncured Events of Default by Grantee under this Agreement.

(h) No payment made to Grantor by an Easement Mortgagee shall constitute an agreement that such payment was, in fact, properly due under the terms of this Agreement; and an Easement Mortgagee, having made any payment to Grantor pursuant to Grantor's wrongful, improper or mistaken notice or demand, shall be entitled to the return of any such payment.

(i) There shall be no merger of this Agreement, or of the easement interest created by this Agreement, with the fee estate in the Premises by reason of the fact that this Agreement or any interest therein may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Premises and all persons (including an Easement Mortgagee) having an interest in this Agreement or in the interest of

Grantor and/or Grantee shall join in a written instrument effecting such merger and shall duly record the same.

(j) In addition to the provisions of Section 8, Grantor shall deliver any and all notices given to Grantee hereunder simultaneously to any Easement Mortgagee at the address of such Easement Mortgagee provided to Grantor. No such notice shall be effective as to such Easement Mortgagee unless such delivery has occurred.

9. **Non-Disturbance Agreements.** If Grantor's interest in the Premises is encumbered by a fee mortgage, Grantor shall use commercially reasonable efforts, provided Grantor does not incur any financial cost, to deliver to Grantee a non-disturbance agreement executed by such fee mortgagee, which agreement shall be in form and substance reasonably acceptable to such fee mortgagee and Grantee.

10. **Insurance.** Grantee agrees at its own expense to have a general commercial liability insurance policy with a coverage limit of at least One Million Dollars (\$1,000,000.00) in effect during the Term to cover any personal injuries or accidents that may occur as a direct result of Grantee's activities on the Premises (including any activities of any of Grantee's employees, consultants, contractors or other agents) and prior to commencing construction on the Premises will add Grantor as an additional insured on such policy. Grantee shall provide Grantor a certificate of insurance prior to commencing construction on the Premises and thereafter as renewed, evidencing that Grantor has been added as an additional insured on said policy.

11. **Indemnity.**

(a) **Indemnity by Grantee.** Grantee shall defend, protect, indemnify, and hold harmless Grantor from and against any and all damages, fines, claims, liabilities, costs, expenses, obligations, or losses due to personal injury or property damage caused directly or indirectly by the breach by Grantee of any of its obligations under this Agreement or by the operation of the Road or other activities of Grantee, its agents, contractors, employees, licensees and permittees on or about the Easement Areas; provided however that such liability or loss is not due to any fraud or acts, omissions, negligence or willful misconduct of Grantor or its agents, contractors, employees, guests, licensees or permittees, or from the breach by Grantor of its obligations hereunder. Grantee's indemnification and defense obligations under this Agreement shall not include or apply to loss of rent or profits or consequential, exemplary, punitive, or special damages, all of which are hereby expressly waived by Grantor.

(b) **Indemnity by Grantor.** Grantor shall defend, protect, indemnify, and hold harmless Grantee from and against any and all damages, fines, claims, liabilities, costs, expenses, obligations, or losses due to personal injury or property damage caused directly or indirectly by the breach by Grantor of any of its obligations under this Agreement or use of the Easement Area by Grantor; provided however that such liability or loss is not due to any fraud or acts, omissions, negligence or willful misconduct of Grantee or its agents, contractors, employees, guests, licensees or permittees, or from the breach by Grantee of its obligations. Grantor's indemnification and defense obligations under this Agreement shall not include or apply to loss of rent or profits or consequential, exemplary, punitive, or special damages, all of which are hereby expressly waived by Grantee.

12. **Minerals.** This Section 12 shall apply only if Grantor owns any mineral interests within the Premises. Grantee does not acquire by this Agreement any such interests, but expressly takes subject thereto, and Grantor reserves and shall retain all oil, gas, and other minerals in, on and under the Easements; provided, however, that Grantor shall not be permitted to drill or operate equipment for the production or development of minerals on the surface of the Easements, but will be permitted to extract the oil and other minerals from and under the Easements by directional drilling and other means, so long as such activities are 500 feet beneath the surface and do not damage, destroy, injure, or cause the removal of the Road and/or interfere with Grantee's use of the Easements for the purposes permitted hereunder.

13. **Miscellaneous.**

(a) **Confidentiality.** To the fullest extent allowed by law, Grantor shall maintain in the strictest confidence, for the sole benefit of Grantee, all information pertaining to the financial terms of or payments under this Agreement, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Grantor or its employees or agents, or (ii) was already known to Grantor at the time of disclosure and that Grantor is free to use or disclose without breach of any obligation to any person or entity. To the fullest extent permitted by law, Grantor shall not use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of Grantee. Notwithstanding the foregoing, Grantor may provide information as required or appropriate to attorneys, accountants, lenders, or third parties who may be assisting Grantor or with whom Grantor may be negotiating in connection with the Premises, Grantor's financial or other planning, or as may be necessary to enforce this Agreement.

(b) **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon Grantor and Grantee and, to the extent provided in any assignment or other transfer under Section 7 hereof, any Assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them, and shall be deemed covenants running with the land and be binding upon the Premises.

(c) **Recording of Agreement.** Grantee shall have the right to record this Agreement in the official real property records of Klamath County. In the event this Agreement terminates, Grantee shall execute and record, within thirty (30) days of the effective date of termination, a notice of termination.

(d) **Notices.** All notices which either Party hereto may be required or desire to serve upon the other Party shall be in writing and shall be served upon such other Party (i) by personal service upon such other Party, whereupon service shall be deemed complete; (ii) by Federal Express or other nationally-recognized overnight delivery service, whereupon service shall be deemed complete the next business day; or (iii) by mailing a copy thereof by certified or registered mail, with return receipt requested, whereupon service shall be deemed complete on the day actual delivery is made, as shown by the certification receipt, or at the expiration of the fourth (4th) business day after the date of mailing, whichever first occurs.

If to Grantor:

Marla Rajnus

17400 Harpold Road

Malin, OR 97632

If to Grantee:

Skysol LLC

c/o 174 Power Global

Attn: Legal Department

300 Spectrum Center Drive, Suite 1020

Irvine, CA 92618

Any Party may change its address for purposes of this Section by giving written notice of such change to the other parties in the manner provided in this Section. If Grantee has provided notice to Grantor of an Easement Mortgagee and Easement Mortgagee's address, then all notices to Grantee hereunder shall simultaneously be delivered to Easement Mortgagee.

(e) Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Grantor and Grantee respecting its subject matter. Any agreement, understanding or representation respecting the Premises, the Easement, or any other matter referenced in this Agreement not expressly set forth in this Agreement or a subsequent writing signed by both Parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both Parties. Grantor shall cooperate with Grantee in amending this Agreement from time to time to include any provision that may be reasonably requested by Grantee for the purpose of implementing the provisions contained in this Agreement or for the purpose of preserving the security interest of, or satisfying the request of, any Assignee or an Easement Mortgagee.

(f) Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon.

(i) Mediation. If a dispute should arise between the parties in connection with this Agreement, the Parties agree to first attempt to resolve the dispute for no less than thirty (30) days after the matter arises before submitting such dispute to arbitration under Section 13(f)(ii). During the aforesaid period, the parties may also utilize and engage the services of a third party mediator as mutually agreed.

(ii) Arbitration of Disputes. In the event the parties are unable to resolve the dispute as set forth in Section 13(f)(i), such dispute shall be resolved under this Section 13(f)(ii). Any claim or controversy of whatever nature, including but not limited to the issue of arbitrability, arising out of or relating to this Agreement, shall be finally decided by binding arbitration to be administered by Judicial Arbitration & Mediation Services, Inc. ("JAMS"), in accordance with JAMS Comprehensive Arbitration Rules and Procedures. The arbitration will be conducted by a panel of three (3) arbitrators. Each party will within ten (10) days after procedural commencement of the arbitration select one (1) arbitrator and the two selected arbitrators will select the third (3<sup>rd</sup>) arbitrator within ten (10) days of the selection of the last of such two (2) arbitrators. The venue for such arbitration shall be in Deschutes County, Oregon. The arbitrators shall be authorized to award any remedy allowed by the applicable law, including damages, pre or post judgment interest and attorneys' fees and expenses, and to grant final or interlocutory relief, including temporary, preliminary or permanent injunctive relief. Notwithstanding this authority, the arbitrators may not award punitive damages. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Notwithstanding anything herein to the contrary, any attempt

by Grantee to seek equitable relief (including specific performance and/or injunctive relief) and any grant of equitable relief may be exempt from the provisions of this Section 13(f)(ii) at Grantee's election.

(g) Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding.

(h) Estoppel and Non-Disturbance Agreements. Within ten (10) days after written request by Grantee or its Easement Mortgagee, Grantor shall execute and deliver to Grantee and/or its Easement Mortgagee an estoppel certificate, (1) certifying that this Agreement is in full force and effect and has not been modified (or if modified stating with particularity the nature thereof), (2) certifying that there are no uncured events of default hereunder (or, if any uncured events of default exist, stating with particularity the nature thereof), and (3) containing any other certifications that may be reasonably requested by Grantee or its Easement Mortgagee. Any such certificates may be conclusively relied upon by Grantee, its Easement Mortgagee and any prospective Assignee or investor in Grantee. If Grantor fails to deliver any such certificate within such time, then Grantee, its Easement Mortgagee and any prospective Assignee or investor in Grantee may conclusively rely on the following: (i) this Agreement is in full force and effect and has not been modified, (ii) there are no uncured events of default by the Grantee hereunder, and (iii) the other certifications so requested are in fact true and correct. In addition, upon request of Grantee, its Easement Mortgagee and any prospective Assignee, Grantor shall execute and deliver a recognition or non-disturbance agreement in favor of such proposed party, in form and substance reasonably satisfactory to Grantee and such proposed party, which Grantee may record.

(i) No Merger. There shall be no merger of the Easement, or of the easement estate created by this Agreement, with the fee estate in the Premises by reason of the fact that the Easements or the easement estate or any interest therein may be held, directly or indirectly, by or for the account of any person or persons who shall own the fee estate or any interest therein, and no such merger shall occur unless and until all persons at the time having an interest in the fee estate in the Premises and all persons (including, without limitation, Easement Mortgagee) having an interest in the Easements or in the estate of Grantor and Grantee shall join in a written instrument effecting such merger and shall duly record the same.

(j) No Third Party Beneficiaries. Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third person to create a third party beneficiary other than with respect to the lenders, investors, successors and assigns of either of the Parties.

(k) Headings. The headings of the sections of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part thereof.

(l) Counterparts. This Agreement, and any amendment hereto, may be executed in any number of counterparts and by each Party on separate counterparts with the same effect as if all signatory parties had signed the same document, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute one and the same instrument.

(m) Eminent Domain. If all or any portion of the Easements is taken by, or conveyed to, any governmental or quasi-governmental entity as a result of an eminent domain proceeding, then nothing herein shall affect the right of Grantee to receive from such governmental or quasi-governmental entity compensation or damages for any losses that it suffers as a result thereof. Both Grantor and Grantee shall have the right to pursue their respective claims for damages in connection with any eminent domain proceeding. In the event that the Easement Area or the purpose of the Easements is materially impacted by any eminent domain proceeding, Grantor shall relocate the Easement Area to a different location on the Premises that is reasonably suitable to Grantee.

(n) Joint Grantor. If one or more persons, partnerships, corporations, trusts or other entities execute this Agreement as Grantor or have an ownership interest in the Premises from time to time, the duties, covenants and obligations of Grantor under this Agreement shall be the joint and several obligations of each such person, partnership, corporation, trust or other entity. All such persons, partnerships, corporations, trusts or other entities agree that they shall be solely responsible for allocating any payments made under this Agreement between themselves and that Grantee shall have no obligation to make any allocation.

(o) No Dedication of Public Use. Nothing contained in this Agreement shall be deemed a gift or dedication of all or any portion of the Easement Area for the general public or for any public use or purpose whatsoever.

(p) Survival. The Parties' respective indemnification obligations under this Agreement shall survive the termination of this Agreement.

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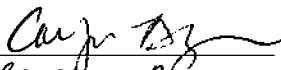
GRANTEE:

SKYSOL, LLC,  
a Utah limited liability company

By: Hanwha Total Solar II, LLC  
Its: Member

By: Hanwha 174 PG JV Holdings, LLC  
Its: Class A Member

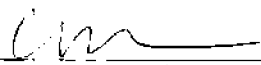
By: Hanwha Energy USA Holdings  
Corporation  
Its: Manager

By:   
Name: Carolyn B. Gun  
Title: Secretary

and

By: Total H Solar, LLC  
Its: Class B Member

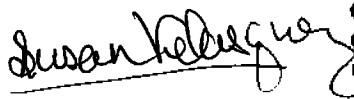
By: TOTAL Renewables USA, LLC  
Its: sole Member

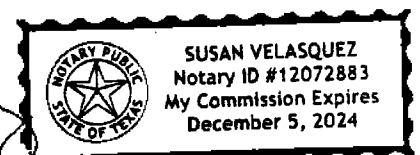
By:   
Name: Cynthia R. Martinez  
Title: Secretary

STATE OF TEXAS

County of Harris

The foregoing instrument was acknowledged before me  
this 31st day of March, 2021 by Cynthia R. Martinez,  
Secretary of TOTAL Renewables USA, LLC on behalf of  
TOTAL H Solar, LLC

  
notary



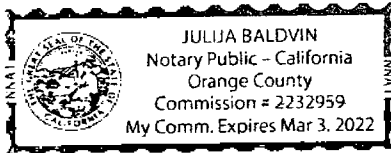
**CALIFORNIA ACKNOWLEDGMENT****CIVIL CODE § 1189**

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

State of California

County of OrangeOn April 1, 2021 before me, Julija Baldwin, Notary Public  
Date Here Insert Name and Title of the Officerpersonally appeared Carolyn Byun  
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

Baldwin

Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

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

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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

Signer is Representing: \_\_\_\_\_

## EXHIBIT A

### **Legal Description of the Premises Owned by Grantor within which the Access Easement will be Sited**

Approximately 75 acres located at 17400 Harpold Road, Malin, Oregon, described as:

**Beginning at the Northeast corner of Section 25, Township 40 South, Range 11, East of the Willamette Meridian, Klamath County, Oregon; thence Westerly along the North line of said Section 25, 1950 feet to an existing fence; thence Southeasterly along said existing fence line to a point on the South line of the N1/2S1/2NE1/4 on a point which is 1400 feet distant from the East line of said Section 25; thence East 1400 feet to the East line of said Section 25; thence North along the East line to the point of beginning;**

**TOGETHER WITH an easement for roadway purposes over the following described property:  
Beginning at the Southeast corner of the N1/2S1/2NE1/4 of Section 25; Township 40 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon; thence West along the South line of the N1/2S1/2NE1/4 a distance of 40 feet; thence North parallel with the East line of Section 25 to the Southerly right of way line of Harpold Road; thence Southeasterly along said Southerly right of way line to the East line of Section 25; thence South along said East line to the point of beginning;**

## **EXHIBIT B**

### **General Description of the Easement Area**

Beginning at the southeast corner of the N1/2S1/2NE1/4 of Section 25, Township 40 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon; thence west along the south line of the N1/2 S1/2NE1/4 a distance of 40 feet; thence north parallel with the east line of Section 25 to the southerly right of way line of Harpold Road; thence southeasterly along said southerly right of way line onto the east line of Section 25; thence south along said east line to the point of beginning.