

Record and Return to:
Joseph Mangus
TitleVest Agency, LLC
110 E. 42nd Street, 10th Floor
New York, NY 10017
TitleVest Title No.: TOR870384

Prepared by:
Jon L. Lober
TIGR Acquisitions III, LLC
1170 Peachtree Street, Suite 1650
Atlanta, GA 30309

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

GROUND LEASE AGREEMENT

This ground lease agreement ("Agreement") is made and shall be effective on the 31 day of August, 2023 ("Effective Date"), by and between Green Diamond Resource Company, a Washington corporation ("Grantor") and TIGR Acquisitions III, LLC, a Delaware limited liability company ("Grantee").

- 1. Grantor's Property and the Collocation Agreement.** Grantor owns that certain real property located in Klamath County, Oregon, as more fully described in the legal description attached hereto as Exhibit A (the "Parent Property"). Grantor and the tenant parties, both those identified in Exhibit B and future tenants (collectively, and individually the "Collocator"), are parties to those certain existing and future leases, subleases, licenses and other agreements which grant others a right to use or occupy a portion of the Ground Lease Premises (hereinafter defined), including all amendments and modifications thereto, cited in Exhibit B and incorporated by reference herein (each a "Collocation Agreement").
- 2. Grant of Ground Lease.** For the Ground Rent Payment (hereinafter defined) and other commitments and obligations of Grantee set forth in this Agreement, Grantor grants and conveys unto Grantee, its successors and assigns, an exclusive ground lease (subject to any existing Collocation Agreement) for the Permitted Use defined herein, together with a non-exclusive access easement for ingress and egress to and from the Ground Lease Premises, seven days per week, twenty-four hours per day and a non-exclusive utility easement to install, replace and maintain utilities servicing the Ground Lease Premises, including, but not limited to the installation of power and telephone service cable, wires, switches, boxes and the like as may be required by the Permitted Use (collectively the "Ground Lease Premises" as further described in Exhibit C). Grantor shall permit Grantee, each Collocator, and any of their affiliates, customers, tenants, subtenants, lessees, sublessees, licensees, successors and/or assigns together with any of the employees, contractors, consultants, and or agents of the foregoing to use the Ground Lease Premises for the installation, construction, operation, maintenance, repair, modification, relocation, replacement and removal of improvements and equipment, including, without limitation, radio transmitting, and receiving antennas, microwave dishes, tower and base, equipment shelters and/or cabinets and related cables and utility lines and a location based system, antenna(s), coaxial cable, base units and other associated equipment ("Equipment") necessary for the facilitation of telecommunications, data storage and other related uses, including, but not limited to, any uses permitted by each Collocation Agreement ("Permitted Use"). Except for the Permitted Use, Grantee covenants not to engage in any acts or carry on any practices upon the Ground Lease Premises which may (i) endanger or injure the Parent Property or surrounding areas, or any person or (ii) be a nuisance or menace to adjoining property owners. Grantee shall keep the Ground Lease Premises free and clear of debris, rubbish, junk and garbage. Grantor represents that there is no pending or threatened action

that would adversely affect Grantor's ability to enter into this Agreement or grant this ground lease and that entering into this Agreement will not violate or conflict with any provision of Grantor's organizational documents (if Grantor is an organization) or conflict with the provisions of any agreement to which Grantor is a party. Grantor further covenants Grantor shall not disturb Grantee's peaceful and quiet possession and enjoyment of the Ground Lease Premises during the term of this Agreement without any disturbance of Grantee's possession or Permitted Use hereunder; provided, however, that Grantee and each Collocator understand and acknowledge that Grantor's property, including property adjacent to the Ground Lease Premises, are held and used for commercial timber operations, and such use shall not be a basis for a claim by Grantee or any Collocator that Grantor has breached the covenant provided for in this sentence.

3. Term.

- a. The initial lease term will be five (5) years (the "Initial Term"), commencing on the Effective Date. The Initial Term will terminate on the fifth (5th) anniversary of the Effective Date.
- b. Provided Grantee is not in default (beyond any applicable cure period), or any default has been cured, satisfied or waived, this Agreement will automatically renew for five (5) additional five (5) year term(s) (each additional five (5) year term shall be defined as an "Extension Term"), upon the same terms and conditions set forth herein unless Grantee notifies Grantor in writing of its intention not to renew this Agreement at least thirty (30) days prior to the expiration of the Initial Term or the then-existing Extension Term.
- c. Unless (i) Grantor or Grantee notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("Annual Term") until terminated by either party hereto by giving to the other party hereto written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly Rent during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term.
- d. The Initial Term, any Extension Terms, and any Annual Terms are collectively referred to as the "Term."

4. Rent.

- a. Commencing on the Effective Date Grantee will pay Grantor on or before the tenth (10th) day of each calendar month FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) (the "Ground Rent Payment") at the address set forth above. The first Ground Rent Payment shall be prorated based on the number of days remaining in the month of the Effective Date and shall be paid within three (3) business days of the Effective Date.
- b. The Ground Rent Payment will increase on each annual anniversary of the Effective Date by three percent (3%) over the Ground Rent Payment paid during the previous year.
- c. In addition to the Ground Rent Payment, Grantee shall also pay Grantor a Collocation Revenue Share if a new telecommunications tenant ("Collocation Revenue Share Tenant"), executes a lease for space within the Ground Lease Premises outside the lease premises of any existing Collocator and commences rent payment. Grantee will collect such rent with Grantee retaining seventy-five percent (75%) of the rent collected and Grantee remitting twenty-five percent

(25%) of the rent collected to Grantor. Notwithstanding the foregoing, Grantee shall be entitled to collect and retain rent from all Collocators within the Ground Lease Premises in an amount equal to the rent scheduled in any existing Collocator agreement including scheduled escalators.

- d. If any sum due to Grantor under this Agreement is not paid within ten (10) calendar days of such amount being due, without limiting Grantor's other rights available herein and at law, such amounts shall automatically incur a late fee equal to ten percent (10%) of the past-due amount and, such amount together with the late fee shall bear interest compounding at five percent (5%) per month for each month, or portion thereof, that such payment remains past due. Grantee shall also reimburse Grantor for any third-party costs associated with collecting the past due amount.
5. **Grantor Cooperation and Non-interference.** Grantor hereby agrees to cooperate with Grantee and/or each Collocator in obtaining all licenses, permits or authorizations from all applicable governmental and/or regulatory entities and in acquiring any necessary upgrades to or relocation of utility service to support the Permitted Use. Grantor's cooperation shall be at no cost to Grantor and without requiring payment of additional rent or fees by Grantee or any Collocator. Grantor shall not interfere with any construction in the Ground Lease Premises so long as such construction is to support the Permitted Use and is proceeding pursuant to a building permit or other required municipal or governmental approvals. Grantor shall not, nor shall Grantor permit its lessees, licensees, employees, invitees or agents to, use the Ground Lease Premises in a way which materially interferes with the operations of any Collocator. Grantor may not directly or indirectly induce, invite, or conspire to induce or invite any Collocator to use or lease space in direct competition with Grantee's Ground Lease Premises.
6. **Assignment.** Provided Grantee is not in default (beyond any applicable cure period), or any default has been cured, satisfied or waived, Grantee may pledge, assign, mortgage, grant a security interest, or otherwise encumber its interest created by this Agreement. Grantee may freely assign this Agreement in its entirety, and all of its rights hereunder, including the right to receive rent payments. Upon the absolute assumption of such assignee of all of the obligations of Grantee under this Agreement and notice to Grantor within thirty (30) days of such assignment together with contact information of the assignee, then Grantee will be relieved of all obligations and liabilities hereunder from and after the date of such assignment.
7. **Taxes and Other Obligations.** Grantee shall pay all personal taxes attributable to Grantee's personal property, and require the same of any Collocator, directly to the taxing authority in a timely manner, or by any permitted installment method. Nothing contained in this Agreement prohibits Grantee from challenging or appealing the valuation of its structures, tower, power line or equipment on the Ground Lease Premises or the personal property taxes attributed to these items. All real property taxes and other obligations that are or could become liens against the Parent Property or any subdivision of the Parent Property containing the Ground Lease Premises, whether existing as of the Effective Date or hereafter created or imposed, shall be paid by Grantor prior to delinquency or default. Grantor shall be solely responsible for payment of all real property taxes and assessments now or hereafter levied, assessed or imposed upon the Parent Property.
8. **Insurance.** During the Term of this Agreement, each Collocator shall maintain the following types and limits of insurance as required under their license or occupancy agreement (in the event these types and limits of insurance are not included in any Collocator's agreement then Grantee shall require Collocator to include them in future agreements or extensions of existing agreements):
 - a. Commercial General Liability on an occurrence basis, insuring against liability for products and completed operations, property damage, death and bodily injury, and personal and

advertising injury with combined single limits of not less than Five Million and No/100 Dollars (\$5,000,000.00) which may include coverage provided by any umbrella policy in place;

- b. Workers' Compensation as required by the State of Oregon with statutory limits and provide a Waiver of Subrogation in favor of Grantor;
- c. Employer's Liability Insurance with limits of no less than Two Million and No/100 Dollars (\$2,000,000.00) per accident for bodily injury or disease;
- d. Automobile Liability Insurance covering all owned autos traveling onto the Ground Lease Premises, if any, non-owned, hired and licensed vehicles insuring against claims for bodily injury or property damage with combined single limits of One Million and No/100 Dollars (\$1,000,000.00);
- e. Occurrence Coverage. All required liability coverage must be on an "occurrence" basis as opposed to "claims made."
- f. Contractors' Insurance for any architect, engineer, and/or construction manager involved in the design, maintenance or construction of the communications facilities subject to this Agreement, in the amount of One Million and No/100 Dollars (\$1,000,000.00) for Professional Liability and One Million and No/100 Dollars (\$1,000,000.00) for each occurrence.
- g. No Limit to Liability. The limits to insurance specified herein in no way limit Grantee's liability under this Agreement.
- h. Endorsements. The insurance policies are to contain, or be endorsed to contain, the following provisions:
 - i. Additional Insured Parties. Except for Workmen Compensation and Professional Liability Insurance, Green Diamond Resource Company, and its respective officials, officers, employees, and agents shall be designated as additional insured parties. The COI shall include an Additional Insured Endorsement naming "Green Diamond Resource Company".
 - ii. Grantee's insurance policies shall be primary and not contributory to any insurance which may be maintained by Grantor. The COI shall include Waivers of Subrogation and Primary and Non-Contributory status.
 - iii. Standard of Policy. Any required insurance coverage shall be obtained from an insurance provider authorized to do business in the State of Oregon and shall be rated A- or better in the most current publication of Best's Financial Strength Rating Guide.
 - iv. Grantee's Change in Policy. Each insurance policy shall provide that coverage shall not be cancelled, non-renewed, reduced or expire without thirty (30) days' prior written notice to Grantor. In such event Grantee shall provide Grantor evidence of the new required insurance within twenty-one (21) calendar days after Grantor's receipt of the thirty (30) day notice. In addition to other rights and remedies contained herein, failure by Grantee to maintain the required insurance may be cause for Agreement termination.
- i. Certificate of Insurance. Grantee and each Collocator pursuant to their license or occupancy agreement shall furnish to Grantor a Certificate of Insurance ("COI"). The COI shall include

original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved (which approval shall not be unreasonably delayed, conditioned or denied) by Grantor prior to obtaining occupancy of the Ground Lease Premises and throughout the term of this Agreement, including any Holdover Term, and before any work commences. Grantee shall send a current COI to Grantor at coi@greendiamond.com.

- j. **Grantor's Change in Policy Requirements.** Grantor may, at Grantor's sole discretion, review the insurance requirements contained in this Section 8 within six (6) months prior to the expiration of the Initial Term of this Agreement, or any Extension Term. If Grantor determines that the insurance required under this Section 8 is insufficient, Grantor may provide notice of such deficiency to Grantee, no later than ninety (90) calendar days prior to the expiration of the current term. The minimum insurance requirements shall thereafter be increased by Grantee commensurate with commercially reasonable insurance amounts as are customarily carried by companies engaged in similar businesses under similar circumstances, with such new insurance requirements effective upon commencement of the following Extension Term.

- 9. **Subordination and Non-Disturbance.** Grantee agrees to subordinate this Agreement to any existing or future mortgage or deed of trust on the Parent Property ("Security Instrument"), provided the beneficiary or secured party ("Secured Party") under the Security Instrument agrees for itself and its successors in interest and assigns that Grantee's rights under this Agreement and rights to the Ground Lease Premises shall remain in full force and effect and shall not be affected or disturbed by the Secured Party in the exercise of Secured Party's rights under the Security Instrument during the term of the Agreement, including Grantee's right to collect and retain, in accordance with the terms of this Agreement, all rents, fees and other payments due from each Collocator. Such non-disturbance agreement must apply whether Secured Party exercises its rights under the Security Instrument, including foreclosure, sheriff's or trustee's sale under the power of sale contained in the Security Instrument, and any other transfer, sale or conveyance of Grantor's interest in the Parent Property under peril of foreclosure, including, without limitation to the generality of the foregoing, an assignment or sale in lieu of foreclosure.

10. Indemnification.

- a. Grantor and Grantee shall each indemnify and hold harmless the other against any and all claims, damages, costs and expenses (including reasonable attorney's fees and disbursements) caused by or arising out of the indemnifying party's breach of this Agreement or the negligent acts or omissions or willful misconduct on the Parent Property by the indemnifying party or the employees, agents, or contractors of the indemnifying party.
- b. Neither Grantor nor Grantee shall Release, introduce or use any Hazardous Substances on the Ground Lease Premises in violation of any applicable federal, state or local environmental laws. Grantor and Grantee each agree to defend, indemnify, and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, cleanup, remedial, removal or restoration work required by any governmental authority, losses, judgments and reasonable attorneys' fees that the indemnified party may suffer or incur due to the Release, existence or discovery of any Hazardous Substances on the Ground Lease Premises caused by the other party.
- c. For purposes of this Section 10, the term "Hazardous Substances" means pollutants or other toxic or hazardous substances, as defined under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. 9601 et seq., or any other federal or

state law, including any solid, liquid, gaseous, or thermal irritant or contaminant, such as smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste (including materials to be recycled, reconditioned or reclaimed), and the term "Release" means Hazardous Substances have been, or shall be discharged, disbursed, released, stored, treated, generated, disposed of, or allowed to escape or migrate on or from the Ground Lease Premises.

11. Destruction of Ground Lease Premises. In the event that the Equipment or Ground Lease Premises, or any portion thereof, are damaged or destroyed to such an extent as to render the Equipment or Ground Lease Premises unusable in whole or substantial part by Grantee, Grantee may terminate this Agreement within forty-five (45) calendar days of such occurrence, or rebuild or repair the Equipment or Ground Lease Premises as such existed at the time of such damage and/or destruction, as follows:

- a. Notice of Repair. Grantee shall give Grantor written notice of its election to repair or reconstruct the Equipment or Ground Lease Premises within forty-five (45) calendar days of the occurrence of damage. If Grantee provides Grantor with such notice of its election to rebuild or repair the Equipment or Ground Lease Premises, then Grantee shall continue to be bound by this Agreement. If Grantee elects not to rebuild or repair the Tower or Ground Lease Premises, this Agreement shall terminate as of the date Grantor receives notice of Grantee's election to terminate this Agreement.
 - i. If Grantee fails to give any notice of election to repair or reconstruct as specified above within ninety (90) calendar days of the occurrence of the damage or fails to repair or reconstruct the Equipment or Ground Lease Premises within a restoration period of two (2) years from notice of the foregoing election, Grantor shall have the right, but not the obligation, to declare this Agreement, and all obligations hereunder terminated (except those that by their nature or specific reference, survive the termination of this Agreement). Grantee shall not be entitled to any compensation or damages from Grantor for any loss of use in whole or in part of the Ground Lease Premises or any inconvenience occasioned by such damage, repair, reconstruction or restoration.
 - ii. If Grantee fails to give any notice of election regarding reconstruction, and if Grantor fails or elects to not terminate this Agreement after the ninety (90) calendar days or at any other applicable time, the parties agree that this Agreement shall continue to be binding upon both parties.
 - iii. This subsection 11.a is not subject to the obligations and remedies listed in Section 12 – Default.
- b. Rent and Other Fees. In the event of damage to or destruction of the Equipment or Ground Lease Premises, rent and any other fees due to Grantor shall not abate for the time necessary to rebuild or repair the Equipment or Ground Lease Premises unless the damage or destruction is due to the gross negligence or willful misconduct of Grantor.
- c. Grantee's Liability. If the Equipment or Ground Lease Premises are damaged due to the fault or neglect of Grantee, normal wear and tear excepted (excepting Grantee's maintenance obligations contained in this Agreement) Grantee shall be responsible for the repair and/or reconstruction of all or any part of the Equipment affected by such damage or destruction and all costs associated therewith, including claims for damages by Grantor. Grantee shall submit a Plan for repairs to Grantor within ten (10) days of receipt of Grantor's demands for such. Completion of repairs and/or reconstruction must be commenced within one hundred eighty (180) days from Grantor's approval of such Plans, or as soon thereafter as is reasonable under

the circumstances. Grantor maintains all rights and remedies as otherwise granted by Section 12 – Default.

12. Default. The failure of either party, or its personnel, contractors and subcontractors, agents or representatives, to observe or comply with any covenant, term, condition, or provision of this Agreement shall result in a “Default” of this Agreement.

- a. Cure Period. Following a Default, the non-defaulting party shall give the defaulting party written notice of such Default, and the defaulting party shall have fifteen (15) days to cure any monetary Default and thirty (30) calendar days to cure any non-monetary Default (“Cure Period”). The defaulting party shall have such extended period as may be required beyond thirty (30) calendar days to cure a non-monetary Default, provided that the nature of the cure is such that it reasonably requires more than thirty (30) calendar days, and provided that:
 - i. within ten (10) days of receipt of notice of Default, the defaulting party delivers to the non-defaulting party, in writing, a plan to cure such Default that is reasonably acceptable to the non-defaulting party; and
 - ii. the defaulting party commences the cure within thirty (30) calendar days of its receipt of written notice of such Default, and thereafter continuously and diligently pursues the cure to completion;
 - iii. In no event shall the Cure Period for any non-monetary Default be extended beyond one hundred eighty (180) calendar days, unless agreed upon in writing by the non-defaulting party.
- b. All communications shall be delivered by certified mail, return receipt requested or a nationally recognized overnight courier to the address beneath each party’s signature block or such other address as advised to the other party pursuant to this paragraph. Notice shall be deemed given upon receipt if by certified mail, return receipt requested or one (1) business day following the date of sending, if sent by nationally recognized overnight courier service or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery.
- c. Grantor’s Remedies. In the event Grantee fails to cure a Default within the timeframes contained herein, Grantor may, but shall not be required to, pursue all or any of the following remedies: (i) judicial termination of this Agreement without further liability except as otherwise provided herein; and/or (ii) make any payment and/or perform or cause to be performed any work required of Grantee to comply with any term, covenant or condition required hereunder; and/or (iii) recover actual damages; and/or (iv) pursue any other rights and remedies available at law or in equity, subject to the provisions of this Agreement.
- d. Grantee’s Remedies. In the event Grantor fails to cure a Default within the timeframes contained herein, Grantee may, but shall not be required to, pursue all or any of the following remedies: (i) judicial termination of this Agreement without further liability except as otherwise provided herein; and/or (ii) make any payment and/or perform or cause to be performed any work required of Grantor to comply with any term, covenant or condition required hereunder; and/or (iii) recover actual damages; and/or (iv) pursue any other rights and remedies available at law or in equity, subject to the provisions of this Agreement. Except in the case of gross negligence or willful misconduct by Grantor, the amount of the damages Grantee may collect from Grantor shall not exceed the greater of: (i) fifty percent (50%) of the remaining Ground

Rent Payments due under this Agreement, or (ii) three (3) years of Ground Rent Payments after any insurance payment that may have effect.

- e. Reimbursement. If after the Cure Period, the non-defaulting party performs any of the Defaulting Party's obligations herein, the defaulting shall pay the full amount of the actual cost and expenses incurred by the non-defaulting party.
- f. Cumulative; Mitigation. The remedies available to the parties in this Section 12 shall be cumulative, and the exercise of one right or remedy shall not impair that party's right to exercise any other right or remedy. Notwithstanding the foregoing, each party shall use reasonable efforts to mitigate its damages arising from a Default by the other party.
- g. Set-Off. Notwithstanding anything contained herein, none of the above remedies shall be construed to provide Grantee with the right of set-off against any amounts owed under this Agreement. At all times during the term of this Agreement, including during a Default, all undisputed payments owed hereunder, including the rent, shall be due and payable as set forth herein. The acceptance of any sum paid by Grantee to Grantor during or after any Default of any provision of this Agreement shall not be deemed a waiver of such Default unless expressly set forth in writing.
- h. Non-Waiver. The failure of any party at any time to require performance of any provision or any remedy provided in this Agreement shall in no way affect the right of that party to require performance or remedy at any time thereafter, nor shall the waiver by any party of a Default be deemed to be a waiver of any subsequent Default. A waiver shall not be effective unless it is in writing and signed by the non-requesting party.

13. Miscellaneous.

- a. Notice of Litigation. Grantee shall notify Grantor immediately upon the commencement of any litigation against Grantee where there is any reasonably possibility that Grantor may be made a party thereto.
- b. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of the parties to this Agreement. It is the intention of the parties hereto that all of the various rights, obligations, restrictions and easements created in this Agreement shall run with the Ground Lease Premises and be binding upon all future owners of the Ground Lease Premises and all persons claiming under them for the Term of this Agreement.
- c. Condemnation. If a condemning authority takes all the Ground Lease Premises, or a portion sufficient, in Grantee's sole determination, to render the Ground Lease Premises reasonably unsuitable for the operation of the Grantee's equipment on the Ground Lease Premises, Grantee may deliver notice of termination to Grantor, and this Agreement shall terminate upon the earlier of the date title vests in the name of the condemning authority, or the date of transfer of control of the Ground Lease Premises or the portion thereof to the condemning authority. In the event Grantee does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Ground Lease Premises remaining. Grantor shall be entitled to the entire amount of any condemnation award. Except, Grantee shall be permitted to make its own claim against the condemning authority for its losses attributed to the taking.

- d. Severability. If any provision contained in this Agreement (or any portion of such provision) shall be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement (or any portion of any such provision.)
- e. Counterparts. This Agreement may be executed in separate counterparts with each counterpart deemed an original and all of which together shall constitute a single agreement.
- f. Entire Agreement. This Agreement and any documents, certificates, instruments and agreements referred to herein constitute the entire agreement between Grantor and Grantee. Without limiting the generality of the foregoing, Grantor acknowledges that it has not received or relied upon any advice of Grantee or its representatives regarding the merits or tax consequences of this Agreement.

[Signature pages and exhibits follow]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date on page one above.

GRANTOR: GREEN DIAMOND RESOURCE COMPANY

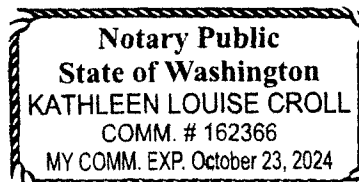
Colin Moseley
Colin Moseley, Chairman

Grantor Notice Address:
Green Diamond Resource Center
1301 Fifth Avenue, Suite 2700
Seattle, Washington 98101

STATE OF Washington
COUNTY King } ss.

On this 23rd day of June, 2023, before me, the undersigned notary public, personally appeared Colin Moseley, and proved to me through satisfactory evidence of identification, which was personal knowledge driver's license/passport/ _____ (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as Chairman of Green Diamond Resource Company.

{affix notary seal or stamp}



Kathleen Louise Croll
Notary Public Kathleen Louise Croll
My Commission Expires: 10/23/2024

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date on page one above.

GRANTEE: TIGR ACQUISITIONS III, LLC



Jon L. Lober, General Counsel

Grantee Notice Address:
TIGR Acquisitions III, LLC
1170 Peachtree Street, Suite 1650
Atlanta, GA 30309
Attn: Chief Executive Officer

With a copy to:
TIGR Acquisitions III, LLC
1170 Peachtree Street, Suite 1650
Atlanta, GA 30309
Attn: General Counsel


STATE OF GEORGIA

COUNTY OF FULTON

} ss.

On this 11th day of August, 2023, before me, the undersigned notary public, personally appeared Jon L. Lober, and proved to me through satisfactory evidence of identification, which was personal knowledge/driver's license/passport/____ (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as General Counsel of TIGR Acquisitions III, LLC.

{affix notary seal or stamp}



Notary Public
My Commission Expires: 11-1-2026

Pamela R Martin
NOTARY PUBLIC
Cherokee County, GEORGIA
My Commission Expires 11/01/2026

EXHIBIT A

LEGAL DESCRIPTION OF THE PARENT PROPERTY

The E1/2; The E1/2 of the NW1/4; the SW1/4 of the NW1/4; the NW1/4 of the NW1/4 of Section 26 in Township 40 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon

EXCEPT that portion of the following described land lying in the NW1/4 of the NW1/4 of said Section 26, more particularly described as follows:

Beginning at an iron pin from which the Section corner common to said Section 23 and 26 (as marked by a brass capped monument) bears North 45° 07' 46" West 130.75 feet and South 29° 15' 31" West 61.67 feet; thence North 43° 51' 57" East 223.58 feet to an iron pin; thence North 84° 44' 04" East 229.91 feet to an iron pin; thence South 08° 53' 40" East 279.98 feet to an iron pin; thence South 41° 58' 02" West 234.03 feet to an iron pin; thence North 45° 07' 46" West 381.17 feet to the point of beginning.

EXHIBIT B

COLLOCATION AGREEMENT(S)

That certain Agreement for use of Transmission Facilities by and between Angel Mt., LLC, an Oregon limited liability company and Klamath County effective July 1, 2008.

EXHIBIT C

GROUND LEASE PREMISES DESCRIPTION

In the event of a discrepancy between the area actually occupied by the existing Collocator's equipment and the area described below, the described area shall be understood to also include any portion of the actual used area not captured by the description or as may have been granted to the Collocator that is currently outlined in the Collocation Agreement referenced in Exhibit B. Grantor or Grantee may elect to engage a professional surveyor, the product of which may be substituted upon the other party's acceptance for the contents herein. The part of the Parent Property described in Exhibit A hereto, on which any equipment exists on the Effective Date together with the portion of the Parent Property used and leased by Grantor as the existing lease Ground Lease Premises under each Collocation Agreement including but not limited as follows:

EXCLUSIVE GROUND LEASE PREMSIES

POINT OF BEGINNING IS SOUTH 46°31'54" EAST 782.785 FEET FROM THE NORTHWEST CORNER OF SECTION 26;

THENCE NORTH 13°55'29" WEST 100 FEET TO THE NORTHEAST CORNER;

THENCE SOUTH 76°04'31" WEST 100 FEET TO THE NORTHWEST CORNER;

THENCE SOUTH 13°29" EAST 100 FEET TO THE SOUTHWEST CORNER;

THENCE NORTH 76°04'31" EAST 100 FEET TO THE POINT OF BEGINNING.

NON-EXCLUSIVE UTILITY EASEMENT and NON-EXCLUSIVE ACCESS EASEMENT SPACE

The part of the Parent Property, described in Exhibit A hereto, on which any equipment exists on the Effective Date together with the portion of the Parent Property used by utility providers and leased by Grantor as the lease Ground Lease Premises under each Collocation Agreement including but not limited as follows:

Utilities and Telecommunications. Grantee is herein granted, consistent with the Collocation Agreement, a non-exclusive easement in, to, under and over the portions of the Parent Property for ingress and egress to the Ground Lease Premises for placement of cables, wiring, etc., which is necessary to install, operate and maintain the telecommunications equipment and/or personal Ground Lease Premises, together with the right to use such easement for the development, repair, maintenance and removal of utilities and/or cables providing service to the Ground Lease Premises and any related activities and uses.

Access. Grantee is herein granted, consistent with the Collocation Agreement, all rights of ingress and egress to and from the Ground Lease Premises, across the Parent Property described in Exhibit A hereto, providing access to a publicly dedicated roadway, including but not limited to Oregon State Highway 66, along with the right to use such access easement for the development, repair, maintenance and removal of utilities providing service to the Ground Lease Premises and any related activities and uses.