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Klamath County, Oregon

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After recording return to:

Norton Rose Fulbright US LLP
98 San Jacinto Blvd, Suite 1100
Austin, Texas 78701-4255
Attn: Eli M. Gaylor, Esq.

**LINE OF CREDIT LEASEHOLD DEED OF TRUST,
ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE
FILING**

MADE BY

SKYSOL, LLC,
as Grantor and Borrower,

STEWART TITLE COMPANY,
as Trustee,
and

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Beneficiary and Collateral Agent for the Secured Parties

Dated as of December 29, 2023

NOTICE TO RECORDER: THIS DOCUMENT CONTAINS A FIXTURE FILING AND SHOULD BE FILED AND INDEXED IN THE REAL ESTATE RECORDS NOT ONLY AS A DEED OF TRUST, BUT ALSO AS A FIXTURE FILING.

MATURITY DATE(S): DECEMBER 29, 2043, EXCLUSIVE OF OPTION(S) TO RENEW OR EXTEND, IF ANY.

THE MAXIMUM PRINCIPAL AMOUNT SECURED BY THIS INSTRUMENT IS ONE HUNDRED NINETEEN MILLION THREE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$119,350,000.00); HOWEVER, SUCH MAXIMUM PRINCIPAL AMOUNT TO BE ADVANCED MAY BE EXCEEDED BY PRINCIPAL ADVANCES MADE TO COMPLETE CONSTRUCTION OF IMPROVEMENTS UPON THE TRUST PROPERTY AND/OR INTEREST, LAWFUL CHARGES AND ADVANCES MADE FOR THE REASONABLE PROTECTION OF THE PROPERTY INCLUDING, BUT NOT LIMITED TO, ADVANCES TO PAY REAL PROPERTY TAXES, HAZARD INSURANCE PREMIUMS, MAINTENANCE CHARGES IMPOSED UNDER A DECLARATION OR RESTRICTIVE COVENANT AND REASONABLE ATTORNEY FEES. ALTHOUGH THIS DOCUMENT IS ENTITLED "LINE OF CREDIT INSTRUMENT", BENEFICIARY IS BY REASON HEREOF UNDER NO OBLIGATION TO ADVANCE ANY SUMS IN EXCESS OF THE MAXIMUM PRINCIPAL AMOUNT, AND THIS DOCUMENT IS ENTITLED "LINE OF CREDIT INSTRUMENT" TO COMPLY WITH THE PROVISIONS OF ORS 86.155(1)(b) and (2).

LINE OF CREDIT LEASEHOLD DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING

THIS LINE OF CREDIT LEASEHOLD DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (as amended, restated, supplemented or otherwise modified from time to time, this “**Deed of Trust**”), made as of December 29, 2023, is made and executed by **SKYSOL, LLC**, a Utah limited liability company (“**Grantor**”), having a mailing address at 300 Spectrum Center Drive Suite 1020, Irvine, CA 92618, Attn: Legal, to **STEWART TITLE COMPANY** (“**Trustee**”), having a mailing address at 4900 SW Meadows Road, Suite 150, Lake Oswego, OR 97035, for the benefit of **WILMINGTON TRUST, NATIONAL ASSOCIATION**, in its capacity as “Collateral Agent” under the Lessee Security Agreement (in such capacity, “**Secured Party**”, “**Beneficiary**”, or “**Collateral Agent**”), having a mailing address at 1100 N. Market Street, Wilmington, DE 19890-1605, Attn: Corporate Trust Administrator, and for the benefit of **RF TOHW Solar Trust**, a Delaware statutory trust (the “**Lessor**”), having a mailing address at c/o Wilmington Trust, National Association, 1100 N. Market Street, Wilmington, DE 19890-1605, Attn: Corporate Trust Administrator.

RECITALS

Pursuant to the terms of that certain Participation Agreement dated as of December 29, 2023, by and among Lessor, Skysol SLB HoldCo, LLC, a Delaware limited liability company (the “**Lessee**”), Wilmington Trust, National Association, in its capacity as trustee of Lessor, Skysol Pledgor, LLC, a Delaware limited liability company, Regions Equipment Finance, LTD. (the “**Owner Participant**”), and each subsidiary of the Lessee that becomes a party thereto in accordance with the terms thereof (together with all amendments, restatements, supplements, modifications and replacements thereof, being hereinafter referred to as the “**Participation Agreement**” and together with this Deed of Trust and the other Lease Documents (as defined in the Participation Agreement), collectively, the “**Transaction Documents**”), the Owner Participant has agreed to enter into a purchase and leaseback transaction of a solar project located on the Land (as defined hereinbelow). The terms and provisions of the Transaction Documents are hereby incorporated by reference in this Deed of Trust. Any capitalized term used but not defined herein shall bear the meaning ascribed to such term in the Participation Agreement, and the rules of construction in the Participation Agreement shall apply hereto.

GRANTING CLAUSES

To secure the payment and performance of all indebtedness, liabilities, and obligations of the Grantor to the Collateral Agent and Lessor (together, the “**Secured Parties**”) under the Transaction Documents, together with, in each case, interest thereon and expenses related thereto, including any interest or expenses accruing or arising after the commencement of any case with respect to the Grantor under the Bankruptcy Code (as hereafter defined) or any other bankruptcy or insolvency law (whether or not such interest or expenses are allowed or allowable as a claim in whole or in part in such case) (collectively, the “**Secured Obligations**”), Grantor does hereby grant, bargain, sell, convey, warrant, assign, transfer, pledge and deliver to Trustee, with the power of sale, to the extent available under Applicable Laws, all of its right, title and interest in the

following described property, whether now owned or hereafter acquired, subject to the terms and conditions herein:

(A) All of Grantor's right, title, and interest created under (i) that certain Amended and Restated Lease and Easement for a Solar Energy Project dated January 26, 2017, by and between Gavin Rajnus, L.L.C., an Oregon limited liability company (together with its successors and assigns, the "**Gavin Rajnus Ground Lessor**"), as landlord, and Grantor, as tenant, as evidenced by that certain Memorandum of Amended and Restated Lease dated January 26, 2017, and recorded February 2, 2016, in Instrument No. 2017-001670, as amended by that certain First Amendment to Amended and Restated Lease and Easement for a Solar Energy Project dated December 28, 2018, as evidenced by that certain Memorandum of First Amendment to Amended and Restated Lease and Easement for a Solar Energy Project dated December 28, 2018 and recorded January 15, 2019, in Instrument No. 2019-000431, as amended by that certain Second Amendment to Amended and Restated Lease and Easement for a Solar Energy Project dated May 27, 2022, as evidenced by that certain Memorandum of Second Amendment to Amended and Restated Lease and Easement for a Solar Energy Project dated May 27, 2022 and recorded June 2, 2022, in Instrument No. 2022-006950, as affected by that certain Waiver and Settlement Agreement dated October 27, 2023, as amended by that certain Third Amendment to Amended and Restated Lease and Easement For a Solar Energy Project dated November 29, 2023, as evidenced by that certain Memorandum of Third Amendment to Amended and Restated Lease and Easement for a Solar Energy Project dated November 29, 2023, and recorded November 30, 2023, in Instrument No. 2023-010279 (as the same may be further amended, supplemented, amended and restated or otherwise modified from time to time hereafter, unless not consented to by Collateral Agent, the "**Gavin Rajnus Lease**"); (ii) that certain Habitat Mitigation Area and Access Easement Agreement dated September 30, 2022 by and between Gavin Rajnus Ground Lessor, Grantor, and the Klamath Lake Land Trust, a publicly supported, tax-exempt not for profit organization, qualified under Sections 501(c)(3) and 170(h) of the Internal Revenue Code of 1986, as amended, and a not for profit nature conservancy corporation under Oregon Revised Statute Section 271.715 (together with its successors and assigns), and recorded December 20, 2023, in Instrument No. 2023-010880 (as the same may be further amended, supplemented, amended and restated or otherwise modified from time to time hereafter, unless not consented to by Collateral Agent, the "**Habitat Easement**"); (iii) that certain Lease and Easement for a Solar Energy Project dated January 14, 2019, by and between Don and Sharon Rajnus (together with their successors and assigns, the "**Don and Sharon Rajnus Ground Lessor**"), as landlord, and Grantor, as tenant, as evidenced by that certain Memorandum of Lease and Easement for a Solar Energy Project dated January 14, 2019, and recorded January 15, 2019 in Instrument No. 2019-000430, as amended by that certain First Amendment to Lease and Easement for a Solar Energy Project dated March 10, 2020, as evidenced by that certain Memorandum of First Amendment to Lease and Easement for a Solar Energy Project dated March 10, 2020, and recorded July 13, 2020, in Instrument No. 2020-008484, as amended by that certain Second Amendment to Lease and Easement for a Solar Energy Project dated November 20, 2023, as evidenced by that certain Memorandum of Second Amendment to Lease and Easement for a Solar Energy Project dated November 20, 2023, and recorded November 30, 2023, in Instrument No. 2023-010278 (as the same may be further amended, supplemented, amended and restated or otherwise modified from time to time hereafter, unless not consented to by Collateral Agent, the "**Don and Sharon Rajnus Lease**" and, together with the Gavin Rajnus Lease, the "**Ground Lease**"); and (iv) that certain Amended and Restated Access Easement Agreement by and between Marla Ann Rajnus (together with such party's

successors and assigns, the “**Easement Grantor**” and, together with the Gavin Rajnus Ground Lessor and the Don and Sharon Rajnus Ground Lessor, the “**Ground Lessors**”), as grantor, and Grantor, as grantee, dated March 15, 2021 and recorded June 17, 2021, in Instrument No. 2021-009536, as re-recorded October 23, 2023 as Instrument No. 2023-009135 in the Official Records, as amended by that certain First Amendment to Amended and Restated Access Easement Agreement dated September 1, 2021 (as the same may be further amended, supplemented, amended and restated or otherwise modified from time to time hereafter, unless not consented to by Collateral Agent, the “**Easement**” and, together with the Ground Lease and the Habitat Easement, the “**Site Control Agreements**”), which Site Control Agreements affect the real property described on Exhibit A attached hereto and hereby incorporated by reference (the “**Land**”), together with all options to renew, extend, purchase (including rights of first refusal), and other rights and benefits of Grantor thereunder now or hereafter contained in the Site Control Agreements and the benefit of all covenants contained in the Site Control Agreements, whether running with the land or otherwise (collectively, together with the Site Control Agreements, the “**Estate**”);

(B) All the buildings, structures, improvements, interconnection facilities, and fixtures of every kind or nature now or hereafter situated on the Land or Appurtenances (as hereafter defined) and all machinery, appliances, equipment, furniture and all other personal property of every kind or nature with respect to the Land or Appurtenances or any structures, buildings, or improvements and replacements thereof now or hereafter erected or located upon the Land or Appurtenances and in and to all articles of property which are considered fixtures under Applicable Laws, including the solar project located on the Land and all other solar power generating facilities, transmission facilities and all other improvements owned or leased by Grantor (for purposes hereof, the “**Project**”), together with all extensions, additions, improvements, substitutions and replacements of the foregoing (collectively, “**Improvements**” and together with the Land, Estate, and Appurtenances (as hereinafter defined), collectively, the “**Premises**”);

(C) All right, title, and interest of Grantor in and to the Land or Improvements, and all estates therein now owned or hereafter acquired by Grantor for use or development with the Land or any portion thereof, together with all rights of Grantor appurtenant thereto, including, but not limited to, the easements over certain other adjoining land granted under the Site Control Agreements or any easement agreements, covenants or restrictive agreements and all air rights, mineral rights, water rights and shares of stock evidencing the same, including water rights, oil and gas rights and development rights, if any, relating thereto, and also together with all of the other easements, rights, privileges, interests, hereditaments and appurtenances of Grantor thereunto belonging or in any way appertaining to the Premises and all of the estate, right, title, interest, claim or demand whatsoever of the Grantor therein and in the streets and ways adjacent thereto, either in law or in equity, in possession or expectancy, now or hereafter acquired (the “**Appurtenances**”);

(D) All equipment, building materials and all other tangible property of any kind or character, and replacements thereof, now or hereafter owned by Grantor, including all Project Documents and Governmental Approvals (each as defined in the Participation Agreement), and all of the Grantor’s books and records relating thereto, regardless of whether located on the Land or located elsewhere, it being understood that the enumeration of any specific articles of property shall in no way result in or be held to exclude any items of property not specifically mentioned (the “**Personal Property**”);

(E) Intentionally omitted;

(F) All judgments, insurance proceeds, awards of damages and settlements which may result from any damage to all or any portion of the Premises or Project or any part thereof or to any rights appurtenant thereto;

(G) All compensation, awards, damages, claims, rights of action and proceeds, of or on account of (a) any damage or taking, pursuant to the power of eminent domain, of the Premises, Project or any part thereof, (b) damage to all or any portion of the Premises or the Project by reason of the taking, pursuant to the power of eminent domain, of all or any portion of the Premises, Project or of other property, or (c) the alteration of the grade of any street or highway on or about the Premises or any part thereof; and, except as otherwise provided herein, the Beneficiary is hereby authorized to collect and receive said awards and proceeds and to give proper receipts and acquittances therefor and, except as otherwise provided herein, to apply the same toward the payment of the indebtedness and other sums secured hereby;

(H) All extensions, improvements, betterments, renewals, substitutes and replacements of and all additions and appurtenances to, the Premises, the Personal Property, and the Sub-Leases (as hereinafter defined), hereafter acquired by or released to the Grantor or constructed, assembled or placed by the Grantor on the Premises, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further deed of trust, mortgage, conveyance, assignment or other act by the Grantor, all of which shall become subject to the lien of this Deed of Trust as fully and completely, and with the same effect, as though now owned by the Grantor and specifically described herein;

(I) All rents, issues, profits, income and other benefits now or hereafter arising from or in respect of the Premises or the Project which Grantor is entitled to receive (the “**Rents**”); it being intended that this Granting Clause shall constitute an absolute and present assignment of the Rents, subject, however, to the conditional permission given to Grantor to collect and use the Rents as provided in this Deed of Trust;

(J) Any and all leases, subleases, licenses and other occupancy agreements now or hereafter affecting and arising under the Estate, together with all security therefor and guaranties thereof and all monies payable thereunder, and all books and records owned by Grantor which contain evidence of payments made under such agreements and all security given therefor (individually, a “**Sub-Lease**”, and collectively, the “**Sub-Leases**”), subject, however, to the conditional permission given in this Deed of Trust to Grantor to collect the Rents arising under the Sub-Leases as provided in this Deed of Trust; and

(K) The proceeds from the sale, transfer, pledge or other disposition of any and all after-acquired right, title or interest of Grantor in and to any or all of the property described in the preceding Granting Clauses, subject to the provisions of the Transaction Documents;

All of the property described in the Granting Clauses is hereinafter referred to as the “**Trust Property.**”

TO HAVE AND TO HOLD the Trust Property WITH POWER OF SALE, to the extent available under Applicable Laws, together with all hereditaments and appurtenances thereto belonging or in any way appertaining unto said Trustee, his successor in trust and assigns forever.

THIS CONVEYANCE IS MADE UPON THIS SPECIAL TRUST, that if Grantor shall pay in full all obligations under the Transaction Documents and upon termination of all obligations of Grantor under the Transaction Documents (other than contingent indemnification obligations or liabilities to the extent no claim giving rise thereto has been asserted), this conveyance shall be null and void and may be cancelled of record at the request and at the cost of Grantor.

ARTICLE I

COVENANTS OF GRANTOR

Grantor covenants, represents, warrants and agrees with the Beneficiary as follows (and all of the covenants and agreements herein made shall run with the Land):

1.1. Title, Deed of Trust Lien.

(a) The Grantor has (i) a good, valid, and enforceable leasehold and easement interests in the Land subject to, and demised under, the Site Control Agreements; (ii) good and valid title to the Appurtenances; (iii) good and valid title to or other valid legal interest in all other elements of the Trust Property; and (iv) lawful authority to encumber and convey its interests in the Trust Property. This Deed of Trust creates valid, enforceable first priority liens and security interests against the Trust Property subject only to Permitted Liens.

(b) For so long as any of the Secured Obligations remain outstanding, the Grantor will forever warrant and defend its interest in the Trust Property, the rights of the Secured Parties therein under this Deed of Trust and the validity and first priority of the lien of this Deed of Trust thereon against the claims of all persons and parties, except, with respect to priority, those having priority over this Deed of Trust by operation of Applicable Laws and the Permitted Liens.

(c) No release or forbearance of any of Grantor's obligations under the Site Control Agreements, pursuant to the Site Control Agreements or otherwise, shall release Grantor from any of its obligations under this Deed of Trust, including its obligations with respect to the payment of rent as provided for in the Site Control Agreements and the performance of all of the terms, provisions, covenants, conditions and agreements contained in the Site Control Agreements, to be kept, performed and complied with by the Grantor therein;

(d) Grantor and Collateral Agent agree that, unless Collateral Agent shall otherwise expressly consent in writing, the fee title to the Land, Grantor's interest in the Premises and the Estate shall not merge and shall always remain separate and distinct, notwithstanding the union of said estates either in the lessor or grantor or in the lessee or grantee, or in a third party by purchase or otherwise. If, notwithstanding the foregoing, a merger of such fee and Estate is deemed to have occurred, then this Deed of Trust shall

nonetheless remain in full force and effect in accordance with the terms hereof and shall encumber the entire merged fee and Estate. If Grantor acquires fee simple title or any other estate, title or interest in the Land, Grantor shall promptly notify Collateral Agent of such acquisition and, upon written request by Collateral Agent, shall cause to be executed and recorded all such other and further assurances or other instruments in writing as may in the opinion of Collateral Agent be required or desirable to carry out the intent and meaning of this clause (d).

(e) Within five (5) Business Days after Grantor's receipt of any written notice of any motion, application or effort (A) to reject any of the Site Control Agreements by the respective Ground Lessor or any trustee arising from or in connection with any case, proceeding or other action commenced or pending by or against a Ground Lessor under Title 11 of the United States Code (as now constituted or hereafter amended, the "**Bankruptcy Code**") or any comparable provisions contained in any present or future federal, state, local, foreign or other statute, law, rule or regulation ("**Comparable Provisions**"); (B) to sell, transfer, or assign the Premises or any portion thereof pursuant to section 363 or other applicable provision of the Bankruptcy Code; or (C) by a Ground Lessor or any other party to an action under the Bankruptcy Code or any other Comparable Provisions to take any other action that in any way adversely affects the interest of a Ground Lessor, Grantor, Trustee, or any of the Secured Parties, Grantor shall give notice thereof to Collateral Agent. Additionally, Grantor shall give notice to Collateral Agent within five (5) Business Days after it discovers or otherwise becomes aware of the filing of any petition under the Bankruptcy Code or any other Comparable Provisions by or against a Ground Lessor. Grantor hereby (W) assigns to Collateral Agent any and all of Grantor's rights as lessee and grantee under Section 365(h) of the Bankruptcy Code or any Comparable Provisions, including the right to file an objection (1) to the rejection of any or all of the Site Control Agreements, (2) to a sale of the Premises or any portion thereof, or (3) as to any other matter that affects the Premises (an "**Objection**"), and (X) covenants that it shall not elect to treat any of the Site Control Agreements as terminated pursuant to Section 365(h) of the Bankruptcy Code without first obtaining the prior written consent of Collateral Agent, and (Y) agrees that any such election by Grantor without such consent shall be null and void, and (Z) agrees to join and prosecute any Objection filed by Collateral Agent if any party asserts that Collateral Agent lacks standing to assert such Objection.

(f) Without limiting the generality of the foregoing, Grantor hereby unconditionally assigns, transfers and sets over to Collateral Agent all (up to the amount then due and owing from Grantor to Collateral Agent) of Grantor's claims and rights to the payment of damages arising from any rejection by a Ground Lessor under the Bankruptcy Code or any Comparable Provision. Collateral Agent shall have the right to proceed in its own name or in the name of Grantor in respect of any claim, suit, action or proceeding relating to the rejection of any or all of the Site Control Agreements, including the right to file and prosecute, to the exclusion of Grantor, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of the lessor thereunder under the Bankruptcy Code or any Comparable Provision. This assignment constitutes a present, irrevocable and unconditional assignment of the foregoing claims, rights and remedies, and shall continue in effect until all of the obligations of Grantor under the

Transaction Documents and the other Transaction Documents shall have been indefeasibly paid and performed.

1.2. **Performance under Transaction Documents.** Grantor shall perform, observe and comply with or cause to be performed, observed and complied with in a complete and timely manner all provisions hereof, of the Transaction Documents and every instrument evidencing or securing the Secured Obligations.

1.3. **Taxes and Other Charges.** Grantor shall pay prior to delinquency all taxes, assessments, rates, dues, charges, fees, levies, fines, impositions, liabilities, obligations, liens and encumbrances of every kind and nature whatsoever now or hereafter imposed, levied or assessed upon or against the Trust Property or any part thereof, or upon or against this Deed of Trust or the Secured Obligations; provided, however, that Grantor may in good faith contest the validity, applicability or amount of any tax, assessment or other charge, in accordance with the terms of the Transaction Documents.

1.4. **Status, Use, Maintenance and Operation of Trust Property.** (i) Grantor has obtained or will obtain, and will maintain in full force and effect, in each case to the extent required by any of the Site Control Agreements, all permits necessary for the operation and use of the Trust Property; (ii) the Premises and the present and contemplated use and occupancy thereof are in compliance, in all material respects, with all Applicable Laws and none of the Improvements or the Project lies outside of the boundaries of the Land or the applicable building restriction lines and no improvements on adjoining properties materially encroach upon the Land; (iii) the Premises are served by all utilities required for the current or contemplated use thereof; and (iv) all public roads and streets necessary for service of and access to the Premises for the current or contemplated use thereof have been completed, are serviceable and are physically and legally open for use by the public. The Grantor shall maintain the Trust Property in accordance with this Deed of Trust and the Transaction Documents. The Grantor shall give notice in writing to the Beneficiary of and, unless otherwise directed in writing by the Beneficiary, appear in and defend any action or proceeding purporting to materially affect the Trust Property.

1.5. **Mechanic's and Other Liens.** Except as otherwise may be provided by the Transaction Documents, Grantor shall not permit or suffer any mechanic's, laborer's, materialman's, statutory or other lien or encumbrance (other than any lien for taxes and assessments not yet due) to be created upon or against the Trust Property; provided, however, that Grantor may in good faith, by appropriate proceedings, diligently contest the validity, applicability or amount of any asserted lien, in accordance with the terms of the Transaction Documents. Nothing contained in this Deed of Trust shall constitute any consent or request by the Beneficiary, express or implied, for the performance of any labor or services or the furnishing of any materials or other property in respect of the Trust Property, nor as giving the Grantor any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against the Beneficiary in respect thereof. Beneficiary has not consented and will not consent to any contract or to any work or to the furnishing of any materials which might be deemed to create a lien or liens superior to the lien of this instrument.

1.6. **Insurance and Condemnation.**

1.6.1 Insurance Policies. Grantor shall, at its sole expense, obtain for, deliver to, assign to and maintain for the benefit of the Secured Parties, until the Secured Obligations are paid in full, such policies of insurance as are required by the Transaction Documents.

1.6.2 Adjustment of Loss; Application of Proceeds. Except as otherwise may be provided by the Transaction Documents, the Beneficiary is hereby authorized and empowered, at its option, to reasonably adjust or compromise any loss under any insurance policies covering the Trust Property and to collect and receive the proceeds from any such policy or policies. The entire amount of such proceeds, awards or compensation shall be applied as provided in the Transaction Documents. Grantor shall promptly notify the Beneficiary of any casualty, action or proceeding relating to the Trust Property.

1.6.3 Condemnation Awards. Except as otherwise may be provided by the Transaction Documents, the Beneficiary shall be entitled to all compensation, awards, damages, claims, rights of action and proceeds, of, or on account of, (i) any damage or taking, pursuant to the power of eminent domain, of the Trust Property or any part thereof or (ii) damage to the Trust Property by reason of the taking, pursuant to the power of eminent domain, of other property. Except as otherwise may be provided by the Transaction Documents, the Beneficiary is hereby authorized, at its option, to commence, appear in and prosecute in its own or Grantor's name any action or proceeding relating to any such compensation, awards, damages, claims, rights of action and proceeds and to settle or compromise any claim in connection therewith. Grantor hereby irrevocably appoints the Beneficiary as its attorney-in-fact for the purposes set forth in the preceding sentence. In the event that Grantor acquires any real estate to replace all or any portion of the Trust Property which became subject to any such action or proceeding, Grantor shall, upon written request by the Beneficiary and subject to the terms and provisions of the Transaction Documents, execute and deliver to the Beneficiary a deed of trust of such replacement property, which deed of trust shall be in substantially the same form as this Deed of Trust, and Grantor shall deliver to the Beneficiary a survey and a title insurance policy and such other items in connection with such replacement property as the Beneficiary may reasonably require, all in form and substance reasonably satisfactory to the Beneficiary.

1.6.4 Obligation to Repair. If all or any part of the Trust Property shall be damaged or destroyed by fire or other casualty or shall be damaged or taken through the exercise of the power of eminent domain or other cause described in Section 1.6.3, Grantor, subject to the provisions of the Transaction Documents, shall promptly and with all due diligence restore and repair the Trust Property to the extent that the proceeds, award or other compensation are made available to Grantor and, in relation to the Estate, to the extent that Grantor is obligated to do so pursuant to the applicable Site Control Agreement(s).

1.7. Beneficiary May Pay; Overdue Rate. In addition to any other remedies or rights provided elsewhere in this Deed of Trust, Collateral Agent shall have and may exercise the following rights with respect to the Site Control Agreements:

(a) if Grantor shall fail, after the expiration of the applicable notice or grace period, if any, to perform any of the following to the extent required by Grantor under the any of the Site Control Agreements: (i) pay any installment of rent reserved under such Site Control Agreement, (ii) pay any real estate tax, assessment or other governmental levy or charge or any imposition, as provided in such Site Control Agreement, (iii) make any other payment required to be made by it as lessee or grantee under any Site Control Agreement, at the time and in the manner provided in such Site Control Agreement, or (iv) if Grantor shall fail to perform or observe any other term, covenant, condition or obligation required to be performed or observed by it under the Site Control Agreements and any such failure could result in a default under any of the Site Control Agreements, then without limiting the generality of any other provision of this Deed of Trust, and without waiving or releasing the Grantor from any of its obligations hereunder, Collateral Agent shall have the right, but shall be under no obligation, to pay any such installment of rent and/or any such tax, assessment, levy, charge, imposition or other payment, and may perform any other act or take any action it may deem necessary or desirable to cause such other term, covenant, condition or obligation to be promptly performed or observed on behalf of Grantor thereunder in order to keep Grantor's rights in, to and under each of the Site Control Agreements unimpaired and free from default.

(b) Collateral Agent and its designees shall have, and are hereby granted, the right to enter upon the Premises at any time and from time to time for the purpose of taking any such action described in the preceding clause (a). All monies reasonably expended by Collateral Agent in connection with any matter set forth in this Section (including reasonable legal expenses and disbursements), together with interest thereon at an interest rate per annum equal to the Overdue Rate for the Project from the date of each such expenditure, shall be paid by Grantor to Collateral Agent forthwith upon demand by Collateral Agent, and shall be secured by this Deed of Trust. If any Ground Lessor shall deliver to Collateral Agent a copy of any notice of default by Grantor under any of the Site Control Agreements, such notice shall constitute full protection to the Collateral Agent for any action taken or omitted to be taken by Collateral Agent, in good faith and excluding any gross negligence or willful misconduct of the Collateral Agent, in reliance thereon; provided, however, that before taking such action, so long as no Event of Default exists, Collateral Agent shall use commercially reasonable efforts to notify Grantor in advance thereof and, in all events, shall notify Grantor promptly thereafter. The curing of any such default in any Site Control Agreement(s) by Collateral Agent shall not be deemed to cure any default in this Deed of Trust created thereby, and Collateral Agent shall continue to have all rights granted under the Deed of Trust and the other Transaction Documents upon any such default.

1.8. Care of the Trust Property. Grantor shall preserve and maintain the Trust Property in good operating condition, ordinary wear and tear excepted. Grantor shall not, without the prior written consent of the Beneficiary, permit, commit or suffer any material waste, impairment or deterioration of the Trust Property or of any part thereof. Except to the extent that capital expenditures are permitted by the Transaction Documents, no new improvements shall be constructed on the Trust Property and no part of the Trust Property shall be altered in any material manner without the prior written consent of the Beneficiary.

1.9. **Transfer or Encumbrance of the Trust Property.** Except as permitted by the Participation Agreement, Grantor shall not permit or suffer to occur any sale, assignment, conveyance, transfer, mortgage, lease or encumbrance of the Trust Property, any part thereof, or any interest therein, without the prior written consent of the Beneficiary having been obtained.

1.10. **Further Assurances.** At any time and from time to time, upon the Beneficiary's reasonable request, Grantor shall make, execute and deliver, or cause to be made, executed and delivered, to the Beneficiary, and where appropriate shall cause to be recorded, registered or filed, and from time to time thereafter to be re-recorded, re-registered and refiled at such time and in such offices and places as shall reasonably be deemed desirable by the Beneficiary, any and all such further deeds of trust, security agreements, financing statements, instruments of further assurance, certificates and other documents as the Beneficiary may consider reasonably necessary in order to effectuate or perfect, or to continue and preserve the obligations under, this Deed of Trust. Further, at any time after the occurrence and during the continuance of an Event of Default, the Beneficiary is authorized and empowered, and the Grantor hereby irrevocably appoints the Beneficiary as its true and lawful attorney-in-fact and agent, for the Grantor and in its name, place and stead, in any and all capacities, to execute and file to the extent it may lawfully do so, one or more financing statements, chattel deeds of trust or comparable security instruments reasonably requested by the Beneficiary to evidence more effectively the lien hereof upon the Personal Property and to perform each and every act and thing requisite and necessary to be done to accomplish the same.

1.11. **Assignment of Leases and Rents.**

(a) All right, title, and interest of Grantor in and to all Sub-Leases and Rents are hereby transferred and assigned simultaneously herewith to the Beneficiary for security purposes. It is expressly understood and agreed, anything to the contrary notwithstanding, that the Beneficiary shall not exercise any of the rights or powers conferred upon it by this paragraph until an Event of Default shall exist and be continuing under this Deed of Trust.

(b) Following the occurrence of an Event of Default and during the continuance thereof, (i) the Beneficiary shall have the rights and powers as are provided herein, (ii) this Deed of Trust shall constitute a direction to each lessee under the Sub-Leases and each guarantor thereof to pay all Rents directly to the Beneficiary without proof of the Event of Default, and (iii) the Beneficiary shall have the authority, as Grantor's attorney-in-fact (such authority being coupled with an interest and irrevocable), to sign the name of Grantor and to bind Grantor on all papers and documents relating to the operation, leasing and maintenance of the Trust Property.

(c) If Grantor, as lessor under any Sub-Lease, shall neglect or refuse to perform, observe and keep any of the covenants, provisions and agreements contained in such Sub-Lease, then the Beneficiary may perform and comply with any such Sub-Lease covenants, agreements and provisions. All reasonable costs and expenses incurred by the Beneficiary in complying with such covenants, agreements, and provisions shall constitute Secured Obligations and shall be payable upon demand with interest payable at the Overdue Rate for the Project.

(d) The Beneficiary shall not be obligated to perform or discharge, and the assignment contained in Sections (I) and (J) of the Granting Clauses shall not be deemed to impose on the Beneficiary, any obligation, duty or liability under any Sub-Lease, and Grantor shall and does hereby agree, except to the extent of the Beneficiary's gross negligence or willful misconduct, to indemnify and hold the Secured Parties harmless of and from any and all liability, loss or damage which it may or might incur under any Sub-Lease or under or by reason of their assignments and of and from any and all claims and demands whatsoever which may be asserted against it by reason of alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in such Sub-Lease; provided, however, such indemnity obligation will not apply to any liability, loss or damage that first arises after a transfer of Grantor's interest in the Land on account of foreclosure or deed-in-lieu thereof except to the extent arising in whole or in part due to facts or circumstances existing on or prior to the date of such transfer. Should the Beneficiary incur any such liability, loss or damage under any Sub-Lease or under or by reason of its assignment to the Beneficiary, or in the defense of any claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall constitute Secured Obligations and shall be payable upon demand with interest payable at the Overdue Rate for the Project.

1.12. **After-Acquired Property.** All right, title and interest of the Grantor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Trust Property hereafter acquired by or released to the Grantor or constructed, assembled or placed by the Grantor upon the Premises or the Improvements, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion as the case may be, and in each such case without any further deed of trust, conveyance, assignment or other act by the Grantor, shall, to the extent permitted by and subject to Applicable Laws, become subject to the lien and security interest of this Deed of Trust as fully and with the same effect as though now owned by the Grantor and specifically described in the grant of the Trust Property above, but at any and all times the Grantor will execute and deliver to the Beneficiary any and all such further assurances, deeds of trust, conveyances or assignments thereof as the Beneficiary may reasonably require for the purpose of expressly and specifically subjecting the same to the lien and security interest of this Deed of Trust.

1.13. **Sub-Leases Affecting Trust Property.** Grantor shall comply with and perform in a complete and timely manner all of its material obligations as landlord under all material Sub-Leases affecting the Trust Property or any part thereof. The assignment contained in Sections (I) and (J) of the Granting Clauses shall not be deemed to impose upon the Beneficiary any of the obligations or duties of the Grantor provided in any Sub-Lease.

1.14. **Execution of Sub-Leases.** Except as permitted by the Transaction Documents, Grantor shall not permit any sub-leases to be made of the Trust Property, or to be modified, terminated, extended or renewed, without the prior written consent of the Beneficiary (not to be unreasonably withheld, conditioned or delayed).

1.15. **Restrictions on Transfers and Encumbrances.** Grantor shall not directly or indirectly sell, convey, alienate, assign, lease, sublease, license, pledge, encumber or otherwise transfer, create, consent to or suffer the creation of any lien, charge or other form of encumbrance

upon any interest in or any part of the Trust Property, or be divested of its title to the Trust Property or any interest therein in any manner or way, whether voluntarily or involuntarily (other than resulting from a condemnation), or engage in any common, cooperative, joint, time-sharing or other congregate ownership of all or part thereof, except in each case in accordance with and to the extent permitted by the Transaction Documents, and without limitation of the foregoing.

1.16. Intentionally omitted.

1.17. Uniform Commercial Code. This Deed of Trust constitutes a Security Agreement as that term is used in the Uniform Commercial Code in the State of Oregon (the “**Code**”) with respect to any part of the Trust Property which may or might now or hereafter be or be deemed to be personal property, fixtures or property other than real estate (including all replacements thereof, additions thereto and substitutions therefor) related to the Premises (collectively, the “**Personal Property Collateral**”). All of Grantor’s right, title and interest in the Personal Property Collateral is hereby assigned to the Beneficiary, and Grantor hereby grants a security interest in the Personal Property Collateral to the Beneficiary, in each case to secure the payment of the Secured Obligations.

(a) At any time after an Event of Default has occurred and shall be continuing, the Beneficiary shall have the remedies of a secured party under the Code, including without limitation the right to take immediate and exclusive possession of the Personal Property Collateral or any part thereof. The remedies of the Beneficiary hereunder are cumulative and the exercise of any one or more of the remedies provided for herein or under the Code shall not be construed as a waiver of any of the other remedies of the Beneficiary, including having the Personal Property Collateral deemed part of the realty upon any foreclosure so long as any part of the Secured Obligations remain unsatisfied.

(b) This Deed of Trust is intended to be a “fixture filing” for purposes of the Code with respect to the items of Trust Property which are or may become fixtures relating to the Land. The addresses of Grantor (Debtor) and the Beneficiary (Secured Party) are set forth herein. The Grantor is a limited liability company organized and existing under the laws of the State of Delaware. This Deed of Trust is to be filed for record with the Recorder’s Office of the County in which the Land is located.

(c) The Beneficiary may record in the County and State in which the Land is located, as well as with the applicable offices of the State of Delaware, such financing statements and fixture filings as shall be necessary in order to perfect and preserve the priority of the Beneficiary’s lien upon the Personal Property Collateral.

(d) Notwithstanding any provision herein to the contrary, Grantor and the Beneficiary acknowledge the Project is and will remain tangible personal property and is not and shall not constitute real property fixtures, and the Project is removable from and is not essential to the premises at which it is located.

ARTICLE II

DEFAULTS

2.1. **Event of Default.** The term “**Event of Default**,” wherever used in this Deed of Trust, shall mean an “Event of Default” as defined in the Participation Agreement.

ARTICLE III

REMEDIES

3.1. **Beneficiary’s Power of Enforcement.** If an Event of Default shall have occurred and during the continuance thereof, the Beneficiary may, either with or without entry or taking possession as provided in this Deed of Trust or otherwise, and without regard to whether or not the Secured Obligations shall have been accelerated, and without prejudice to the right of the Beneficiary thereafter to bring an action of foreclosure or any other action for any default existing at the time such earlier action was commenced or arising thereafter, proceed by any appropriate action or proceeding: (a) to accelerate and/or enforce payment of the Secured Obligations or the performance of any term hereof or any of the other Transaction Documents; (b) to foreclose this Deed of Trust and to have sold the Trust Property; and (c) to pursue any other remedy available to it. The Beneficiary may take action either by such proceedings, by exercising the power of sale, or by the exercise of its powers with respect to entry or taking possession, or both, as the Beneficiary may determine.

3.2. **Beneficiary’s Right to Enter and Take Possession, Operate and Apply Income.**

(a) If an Event of Default shall have occurred and during the continuance thereof, Grantor, upon demand of the Beneficiary, shall forthwith (i) surrender to the Beneficiary the actual possession of the Trust Property, and to the extent permitted by law, the Beneficiary itself, or by such officers or agents as it may appoint, is hereby expressly authorized to enter and take possession of all or any portion of the Trust Property and may exclude Grantor and its agents and employees wholly therefrom and shall have joint access with Grantor to the books, papers and accounts of Grantor; and (ii) notwithstanding the provisions of any lease or other agreement to the contrary, vacate and surrender possession of such part of the Trust Property to the Beneficiary or to such receiver, and Grantor may be evicted by summary proceedings or otherwise.

(b) If Grantor shall for any reason fail to surrender or deliver the Trust Property or any part thereof after the Beneficiary’s demand, the Beneficiary may obtain a judgment or decree conferring on the Beneficiary the right to immediate possession or requiring Grantor to deliver immediate possession of all or part of the Trust Property to the Beneficiary, to the entry of which judgment or decree Grantor hereby specifically consents. Grantor shall pay to the Beneficiary, upon demand, all costs and expenses of obtaining such judgment or decree and reasonable compensation to the Beneficiary, its attorneys and agents, and all such costs, expenses and compensation shall, until paid, constitute part of the Secured Obligations.

(c) Upon every such entering upon or taking of possession, the Beneficiary, to the extent permitted by law, may hold, store, use, operate, manage and control the Trust Property and conduct the business thereof; provided that Grantor shall not be liable for damages to the Trust Property as a result of the Beneficiary's willful misconduct or gross negligence (as determined by a court of competent jurisdiction in a final, non-appealable decision).

3.3. **Foreclosure; Lawsuits.** Should the Beneficiary elect to foreclose by exercise of the power of sale contained herein, the Beneficiary shall notify Trustee and shall, if required, deposit with Trustee the original or a certified copy of this Deed of Trust, and such other documents, receipts and evidences of expenditures made and secured hereby as Trustee may require.

(a) Upon receipt of such notice from the Beneficiary, Trustee shall cause to be recorded and delivered to Grantor such notice of sale as may then be required by law and by this Deed of Trust. Trustee shall, without demand on Grantor, after lapse of such time as may then be required by law and after recordation of such notice of sale has been given as required by law, sell the Trust Property at the time and place of sale fixed by it in said notice of sale, either as a whole or in separate lots or parcels or items as Trustee shall deem expedient, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to the purchaser or purchasers at such sale its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Grantor, Trustee or any of the Secured Parties, may purchase at such sale, and Grantor hereby covenants to warrant and defend the title of such purchaser or purchasers against all claims other than Permitted Liens.

(b) Trustee may, at Beneficiary's direction, postpone the sale of all or any portion of the Trust Property from time to time in accordance with the laws of the State in which the Land is located.

(c) To the fullest extent allowed by law, Grantor hereby expressly waives any right which it may have to direct the order in which any of the Trust Property shall be sold in the event of any sale or sales pursuant to this Deed of Trust.

(d) The Beneficiary may from time to time rescind any notice of sale before any Trustee's sale as provided above in accordance with the laws of the State in which the Land is located. The exercise by the Beneficiary of such right of rescission shall not constitute a waiver of any breach or default then existing or subsequently occurring, or impair the right of the Beneficiary to execute and deliver to Trustee, as above provided, other declarations or notices of default to satisfy the obligations of this Deed of Trust, or otherwise affect any provision, covenant or condition of any Transaction Document or any of the rights, obligations or remedies of Trustee or the Beneficiary hereunder or thereunder.

(e) Notwithstanding any statute or rule of law to the contrary, the failure to join any tenant or tenants of the Trust Property (other than Grantor) as party defendant or

defendants in any foreclosure action or the failure of any such order or judgment to foreclose their rights shall not be asserted by Grantor as a defense in any civil action instituted to collect (i) the Secured Obligations, or any part thereof or (ii) any deficiency remaining unpaid after foreclosure and sale of the Trust Property.

3.4. **Sub-Leases.** If the Beneficiary so elects, the Beneficiary is authorized to foreclose this Deed of Trust subject to or prior to the rights, if any, of any or all tenants of the Trust Property. The Beneficiary may elect to foreclose the rights of some subordinate tenants while foreclosing subject to the rights of other subordinate tenants.

3.5. **Purchase by the Secured Parties.** Upon any foreclosure sale, any of the Secured Parties may bid for and purchase all or any portion of the Trust Property and, upon compliance with the terms of the sale, may hold, retain and possess and dispose of such property in its own absolute right without further accountability.

3.6. **Application of Foreclosure Sale Proceeds.** The proceeds of any foreclosure sale of the Trust Property or any part thereof received by the Beneficiary shall be applied by the Beneficiary to the Secured Obligations in accordance with the terms of the Transaction Documents to the extent the same are in compliance with Applicable Laws.

3.7. **Application of Indebtedness Toward Purchase Price.** Upon any foreclosure sale, the Beneficiary may apply any or all of the indebtedness and other sums due to the Beneficiary under the Transaction Documents to the price paid by the Beneficiary at the foreclosure sale.

3.8. **Waiver of Appraisal, Valuation, Stay, Extension and Redemption Laws.** Grantor agrees, to the full extent permitted by law, that in case of an Event of Default, neither Grantor nor anyone claiming through or under it will set up, claim or seek to take advantage of any reinstatement, appraisal, valuation, stay or extension laws now or hereafter in force, or take any other action which would prevent or hinder the enforcement or foreclosure of this Deed of Trust or the absolute sale of the Trust Property or the final and absolute putting into possession thereof, immediately after such sale, of the purchaser thereat. Grantor, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets comprising the Trust Property marshalled upon any foreclosure of the lien hereof and agrees that the Beneficiary or any court having jurisdiction to foreclose such lien may sell the Trust Property in part or as an entirety.

3.9. **Receiver - Beneficiary in Possession.** If an Event of Default shall have occurred and during the continuance thereof, the Beneficiary, to the extent permitted by law and without regard to the value of the Trust Property or the adequacy of the security for the indebtedness and other sums secured hereby, shall be entitled as a matter of right and without any additional showing or proof, at the Beneficiary's election, to either seek the appointment by the court of a receiver (without the necessity of the Beneficiary posting a bond) to enter upon and take possession of the Trust Property and to collect all rents, income and other benefits thereof and apply the same as the court may direct or to be placed by the court into possession of the Trust Property as mortgagee in possession with the same power herein granted to a receiver and with all other rights and privileges of a mortgagee in possession under law. The right to enter and take possession of and to manage and operate the Trust Property, and to collect all rents, income and other benefits thereof, whether

by a receiver or otherwise, shall be cumulative to any other right or remedy hereunder or afforded by law and may be exercised concurrently therewith or independently thereof. The Beneficiary shall be liable to account only for such rents, income and other benefits actually received by the Beneficiary, whether received pursuant to this Section 3.9 or Section 3.3. Notwithstanding the appointment of any receiver or other custodian, the Beneficiary shall be entitled as pledgee to the possession and control of any cash, deposits or instruments at the time held by, or payable or deliverable under the terms of this Deed of Trust to the Beneficiary. For the avoidance of doubt, notwithstanding the appointment of any receiver, liquidator or trustee of the Grantor, any of its property or the Trust Property, if an Event of Default shall have occurred and during the continuance thereof, the Beneficiary shall be entitled, to the extent not prohibited by Applicable Laws, to remain in possession and control of all parts of the Trust Property now or hereafter granted under this Deed of Trust to the Beneficiary in accordance with the terms hereof and Applicable Laws.

3.10. Grantor to Pay Secured Obligations in Event of Default; Application of Monies by the Beneficiary. Subject to the terms of the Transaction Documents and Applicable Laws:

(a) Upon occurrence of an Event of Default and during the continuance thereof, the Beneficiary shall be entitled to sue for and to recover judgment against Grantor for Secured Obligations due and unpaid together with costs and expenses, including, without limitation, the reasonable compensation, expenses and disbursements of the Beneficiary's agents, attorneys and other representatives, either before, after or during the pendency of any proceedings for the enforcement of this Deed of Trust; and the right of the Beneficiary to recover such judgment shall not be affected by any taking of possession or foreclosure sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of the terms of this Deed of Trust, or the foreclosure of the lien hereof.

(b) In case of a foreclosure sale of all or any part of the Trust Property and of the application of the proceeds of sale to the payment of Secured Obligations, the Beneficiary shall be entitled to enforce all other rights and remedies under the Transaction Documents.

(c) Grantor hereby agrees, to the extent permitted by law, that no recovery of any judgment by the Beneficiary under any of the Transaction Documents, and no attachment or levy of execution upon any of the Trust Property or any other property of Grantor, shall (except as otherwise provided by law) in any way affect the lien of this Deed of Trust upon the Trust Property or any part thereof or any lien, rights, powers or remedies of the Secured Parties hereunder, but such lien, rights, powers and remedies shall continue unimpaired as before until the Secured Obligations are paid in full.

(d) Any monies collected or received by the Beneficiary under this Section 3.10 shall be applied to the payment of reasonable compensation, expenses and disbursements of the agents, attorneys and other representatives of the Secured Parties, and the balance remaining shall be applied to the payment of the Secured Obligations, in such order and manner as the Beneficiary may elect, and any surplus, after payment of all Secured Obligations, shall be paid to Grantor.

3.11. **Remedies Cumulative.** No right, power or remedy conferred upon or reserved to any of the Secured Parties by the Transaction Documents or any instrument evidencing or securing the Secured Obligations is exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or under the Transaction Documents or any instrument evidencing or securing the Secured Obligations, or now or hereafter existing at law, in equity or by statute.

3.12. **Waiver of Default.** No waiver of any Event of Default hereunder shall extend to or affect any subsequent or any other Event of Default then existing, or impair any rights, powers or remedies in respect thereof. If the Beneficiary (a) grants forbearance or an extension of time for the payment of any sums secured hereby, (b) takes other or additional security for the payment thereof, (c) waives or does not exercise any right granted in the Transaction Documents, (d) releases any part of the Trust Property from the lien of this Deed of Trust or any other Transaction Document, (e) consents to the filing of any map, plat or replat of the Land, (f) consents to the granting of any easement on the Land, or (g) makes or consents to any agreement changing the terms of this Deed of Trust or subordinating the lien or any charge hereof, no such act or omission shall release, discharge, modify, change or affect the lien of this Deed of Trust or any other Transaction Document or the liability under the Transaction Documents of Grantor, any subsequent purchaser of the Trust Property or any part thereof, or any maker, co-signer, endorser, surety or guarantor, except as otherwise expressly provided in an instrument or instruments executed by the Beneficiary. Except as otherwise expressly provided in an instrument or instruments executed by the Beneficiary, no such act or omission shall preclude the Beneficiary from exercising any right, power or privilege herein granted or intended to be granted in case of any Event of Default then existing or of any subsequent Event of Default, nor shall the lien of this Deed of Trust be altered thereby, except to the extent of any releases as described in clause (d), above, of this Section 3.12.

ARTICLE IV

MISCELLANEOUS PROVISIONS

4.1. **Heirs, Successors and Assigns Included in Parties.** Whenever Grantor or the Beneficiary is named or referred to herein, heirs and successors and assigns of such person or entity shall be included, and all covenants and agreements contained in this Deed of Trust shall bind the successors and assigns of Grantor, including any subsequent owner of all or any part of the Trust Property and inure to the benefit of the successors and assigns of the Beneficiary.

4.2. **Notices.** All notices, requests, reports, demands or other instruments required or contemplated to be given or furnished under this Deed of Trust to Grantor or the Beneficiary shall be directed to Grantor or the Beneficiary in the manner set forth in the Transaction Documents at the following addresses:

If to Grantor:

Skysol, LLC
300 Spectrum Center Drive Suite 1020
Irvine, CA 92618
Attn: Legal
E-mail: legal@174powerglobal.com

With a copy to:

E-mail: G-Renewables-Legal-USA@totalenergies.com

if to Secured Party:

Wilmington Trust, National Association, as Collateral Agent
1100 N. Market Street
Wilmington, DE 19890-1605
Attention: Corporate Trust Administration

With a copy to:

Regions Equipment Finance, Ltd.
615 S. College St., Suite 500
Charlotte, NC 28202
Attention: Jerry Wells
E-mail: jerry.wells@regions.com and to REFCO-Solar@Regions.com

4.3. **Headings.** The headings of the articles, sections, paragraphs and subdivisions of this Deed of Trust are for convenience only, are not to be considered a part hereof, and shall not limit, expand or otherwise affect any of the terms hereof.

4.4. **Invalid Provisions.** In the event that any of the covenants, agreements, terms or provisions contained in this Deed of Trust shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein (or the application of the covenant, agreement, term held to be invalid, illegal or unenforceable, to persons or circumstances other than those in respect of which it is invalid, illegal or unenforceable) shall be in no way affected, prejudiced or disturbed thereby.

4.5. **Changes.** Neither this Deed of Trust nor any term hereof may be released, changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the Beneficiary and any other parties against whom enforcement of the release, change, waiver, discharge or termination is sought.

4.6. **Governing Law.** Except with respect to the creation, perfection, priority and enforcement of the lien and security interest created hereunder, all of which shall be construed, interpreted, enforced and governed by the laws of the State of Oregon, the validity and

interpretation of this Deed of Trust shall be governed by and in accordance with the internal laws of the State of New York, without regard to conflicts of law principles.

4.7. **Limitation of Interest.** The provisions of the Transaction Documents regarding the payment of lawful interest are hereby incorporated herein by reference.

4.8. **Last Dollar.** The lien of this Deed of Trust shall remain in effect until the last dollar of the Secured Obligations is paid in full and all obligations of Grantor under the Transaction Documents have been terminated.

4.9. **Release.** Upon full payment of the Secured Obligations and the termination of all obligations of Grantor under the Transaction Documents (other than contingent indemnification obligations or liabilities to the extent no claim giving rise thereto has been asserted), the Beneficiary shall promptly execute and deliver to Grantor an appropriate release, termination or satisfaction of this Deed of Trust in form reasonably satisfactory to Grantor.

4.10. **Time of the Essence.** Time is of the essence with respect to this Deed of Trust and all the provisions hereof.

4.11. **Lessee Security Agreement.** It is expressly understood and agreed by the parties hereto that (a) Secured Party (also referred to herein as Beneficiary or Collateral Agent) is Wilmington Trust, National Association (“WT, NA”) acting not individually or personally, but solely in its capacity as Collateral Agent under the Lessee Security Agreement, in the exercise of the powers and authority conferred and vested in it, pursuant to the Lessee Security Agreement, (b) WT, NA is entitled to all of the rights, privileges and protections set forth in the Lessee Security Agreement and the other Transaction Documents, and (c) without limiting the generality of the foregoing, WT, NA, in its individual capacity or in its capacity as Collateral Agent, shall have no duty or responsibility hereunder or under any related document absent receipt of appropriate written instructions from the Lessor or the Owner Participant pursuant to the Trust Agreement and the Lessee Security Agreement.

4.12. **Trustee Provisions.**

(a) From time to time upon written request of the Beneficiary and presentation of this Deed of Trust for endorsement and without affecting the personal liability of any person for payment or performance of the Secured Obligations, Trustee may, without liability therefor and without notice: reconvey all or any part of the Trust Property; consent to the making of any map or plat thereof; join in granting any easement thereon; join in any declaration of covenants and restrictions; or join in any extension agreement or any agreement subordinating the lien or charge hereof. Trustee or the Beneficiary may from time to time apply in any court of competent jurisdiction for aid and direction in the execution of the trusts hereunder and the enforcement of the rights and remedies available hereunder, and Trustee or the Beneficiary may obtain orders or decrees directing or confirming or approving acts in the execution of such trusts and the enforcement of such remedies. Trustee has no obligation to notify any party of any pending sale or any action or proceeding unless held or commenced and maintained by Trustee under this Deed of Trust. Grantor shall pay to Trustee reasonable compensation and reimbursement for

services and expenses in the enforcement of the trusts created hereunder, including reasonable attorneys' fees as provided in Section 4.15 below. Grantor shall indemnify Trustee and the Beneficiary against all losses, claims, demands and liabilities which either may incur, suffer or sustain in the execution of the trusts created hereunder or in the performance of any act required or permitted hereunder or by law.

(b) From time to time, by a writing signed by the Beneficiary, the Beneficiary may appoint another trustee to act in the place and stead of Trustee or any successor, with the same effect as if originally named Trustee herein.

4.13. Transaction Documents. In the event of an "express conflict" between the provisions of (a) this Deed of Trust and (b) another Transaction Document, the other Transaction Document shall control and govern in accordance with its terms and the Grantor shall comply therewith; otherwise this Deed of Trust shall control and govern and the Grantor shall comply herewith. An "express conflict" shall be deemed to be a conflict in which the meaning of one or more provisions of this Deed of Trust and the other Transaction Document(s), as applicable, are expressly contradictory to one another on their face; it shall not be an "express conflict" if this Deed of Trust and the other Transaction Document(s), as the case may be, is silent as to or not dispositive of a particular issue while the other addresses such issue.

4.14. Oregon Specific Provisions. In the event of any inconsistencies between the terms and conditions of this Section 4.14 and the other terms and conditions of this Deed of Trust, the terms and conditions of this Section 4.14 shall control and be binding.

ORS 93.040 Warnings. **THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.**

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES,

AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.306 TO 195.536 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.

4.15. **Attorneys' Fees.** Notwithstanding anything to the contrary set forth herein or in any Transaction Document, any provisions hereof or thereof providing for the payment of "attorneys' fees," "reasonable attorneys' fees" or other words or provisions of similar import, shall mean attorneys' and paralegal fees incurred based upon the usual and customary hourly rates of the attorneys and paralegals involved for the time actually spent by such attorneys and paralegals, plus customary charges for copies, postage and any other out-of-pocket expenses, and without giving effect to any statutory presumption that may then be in effect.

4.16. **Multisite Real Estate Transaction.** The Secured Obligations are, or in the future may be, also secured by other deeds of trust, mortgages, and/or deeds to secure debt (the "**Other Deeds of Trust**") that create liens on and security interests in certain real and personal property other than the Trust Property. The Grantor agrees that the lien of this Deed of Trust shall be absolute and unconditional and shall not in any manner be affected or impaired by any acts or omissions whatsoever of the Secured Parties, and without limiting the generality of the foregoing, the lien hereof shall not be impaired by any acceptance by the Secured Parties of any security for or guarantees of any of the Secured Obligations hereby secured, or by any failure, neglect or omission on the part of the Secured Parties to realize upon or protect any Secured Obligation or indebtedness hereby secured or any collateral security therefor including the Other Deeds of Trust and other Transaction Documents. The lien hereof shall not in any manner be impaired or affected by any release (except as to the property released), sale, pledge, surrender, compromise, settlement, renewal, extension, indulgence, alteration, changing, modification or disposition of any of the Secured Obligations or of any of the collateral security therefor, including the Other Deeds of Trust and other Transaction Documents or of any guarantee thereof, and the Secured Parties may at their discretion foreclose, exercise any power of sale, or exercise any other right, power or remedy available to them under any or all of the Other Deeds of Trust and other Transaction Documents without first exercising or enforcing any of their rights, powers and remedies hereunder. Such exercise of the Secured Parties' rights, powers and remedies under any or all of the Other Deeds of Trust and other Transaction Documents shall not in any manner impair the indebtedness hereby secured or the lien of this Deed of Trust and any exercise of the rights, powers or remedies of the Secured Parties hereunder shall not impair the lien of any of the Other Deeds of Trust and other Transaction Documents or any of the Secured Parties' rights, powers and remedies thereunder. The Grantor specifically consents and agrees that the Secured Parties may exercise their rights, powers and remedies hereunder and under the Other Deeds of Trust and other Transaction Documents separately or concurrently and in any order that they may deem appropriate and waives any rights of subrogation.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

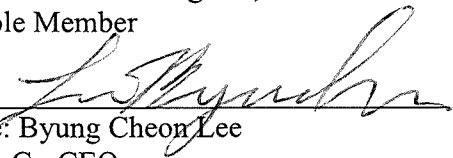
IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer, under seal, as of the day and year first above written.

SKYSOL, LLC

By: Skysol SLB Holdco, LLC
Its: sole Member

By: Skysol Pledgor, LLC
Its: sole Member

By: HT Solar Holdings III, LLC
Its: sole Member

By: 
Name: Byung Cheon Lee
Title: Co-CEO

By: _____
Name: Ali Mirza
Title: Co-CFO

STATE OF CALIFORNIA)

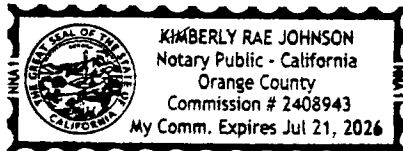
COUNTY OF ORANGE)

On this 27th day of December 2023, before me personally appeared Byung Cheon Lee, the Co-CEO of SKYSOL, LLC, a Utah limited liability company, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document for the purposes therein contained on behalf of such limited liability company.

(seal)

[Affix Seal Here]


Notary Public



IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer, under seal, as of the day and year first above written.

SKYSOL, LLC

By: Skysol SLB Holdco, LLC
Its: sole Member

By: Skysol Pledgor, LLC
Its: sole Member

By: HT Solar Holdings III, LLC
Its: sole Member

By: _____
Name: Byung Cheon Lee
Title: Co-CEO

By: Ali Mirza
Name: Ali Mirza
Title: Co-CFO

STATE OF California

COUNTY OF San Francisco

On this 27 day of December 2023, before me personally appeared Ali Imran Mirza, the Co-CFO of SKYSOL, LLC, a Utah limited liability company, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document for the purposes therein contained on behalf of such limited liability company.

(seal)

[Affix Seal Here]



Notary Public

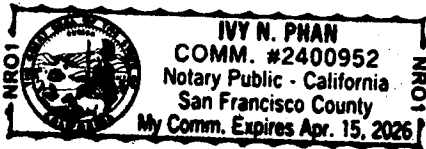


EXHIBIT A
Legal Description

See attached.

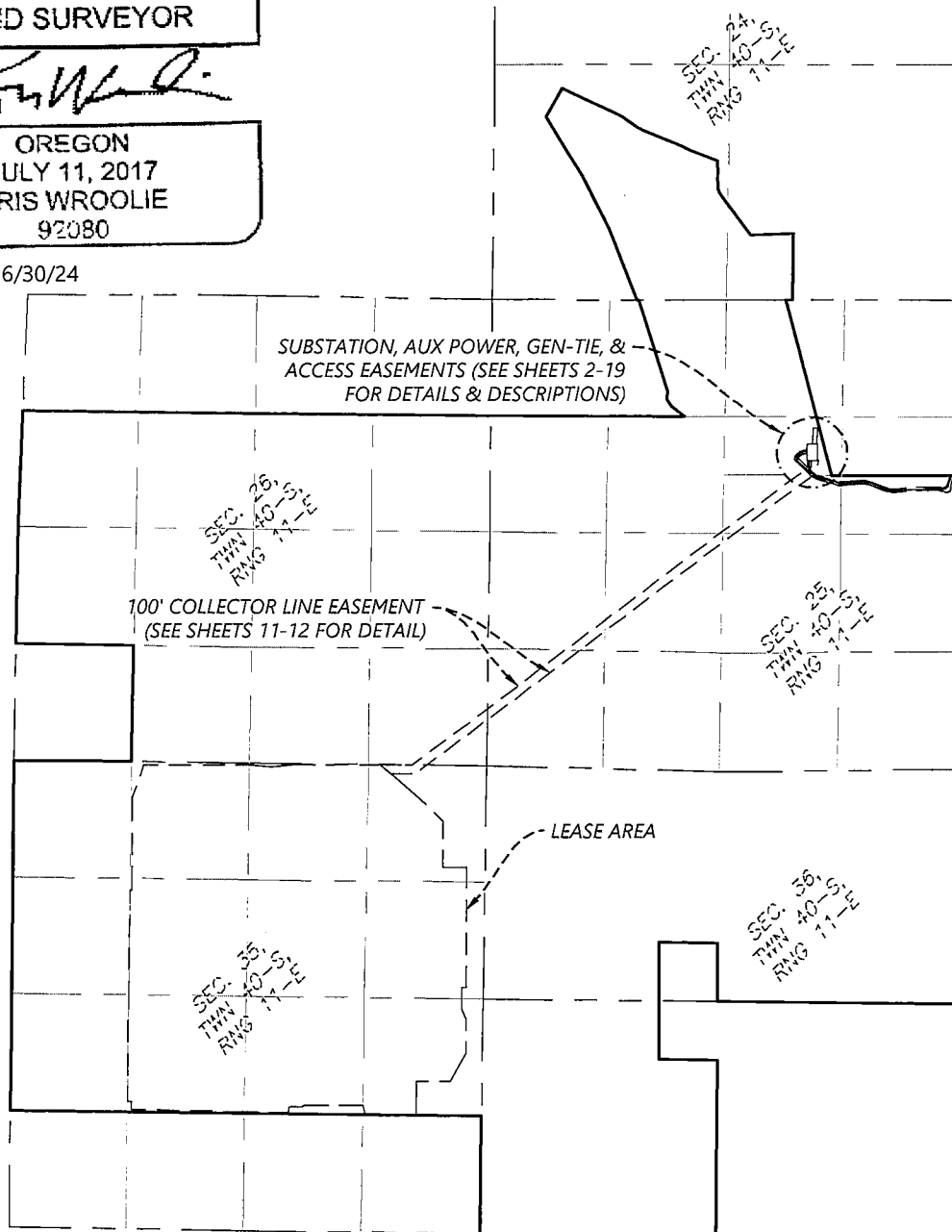
Real property subject to the Gavin Rajnus Lease

REGISTERED
PROFESSIONAL
LAND SURVEYOR

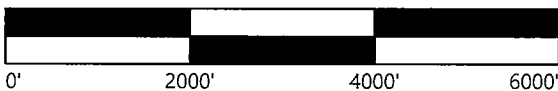
OREGON
JULY 11, 2017
KRIS WROOLIE
92080

EXPIRES: 6/30/24

EXHIBIT 'A'
INDEX



COORDINATES, BEARINGS, DISTANCES AND AREAS ARE
GRID BASED ON NAD83(2011), U.S. STATE PLANE,
OREGON SOUTH ZONE, INTERNATIONAL FEET.



LEGEND

— — — — — SECTION LINE
- - - - - SECTION QUARTER LINE

Westwood

Phone (720) 531-8350 10170 Church Ranch Way, Suite #201
Toll Free (888) 937-5150 Westminster, CO 80021
westwoodps.com

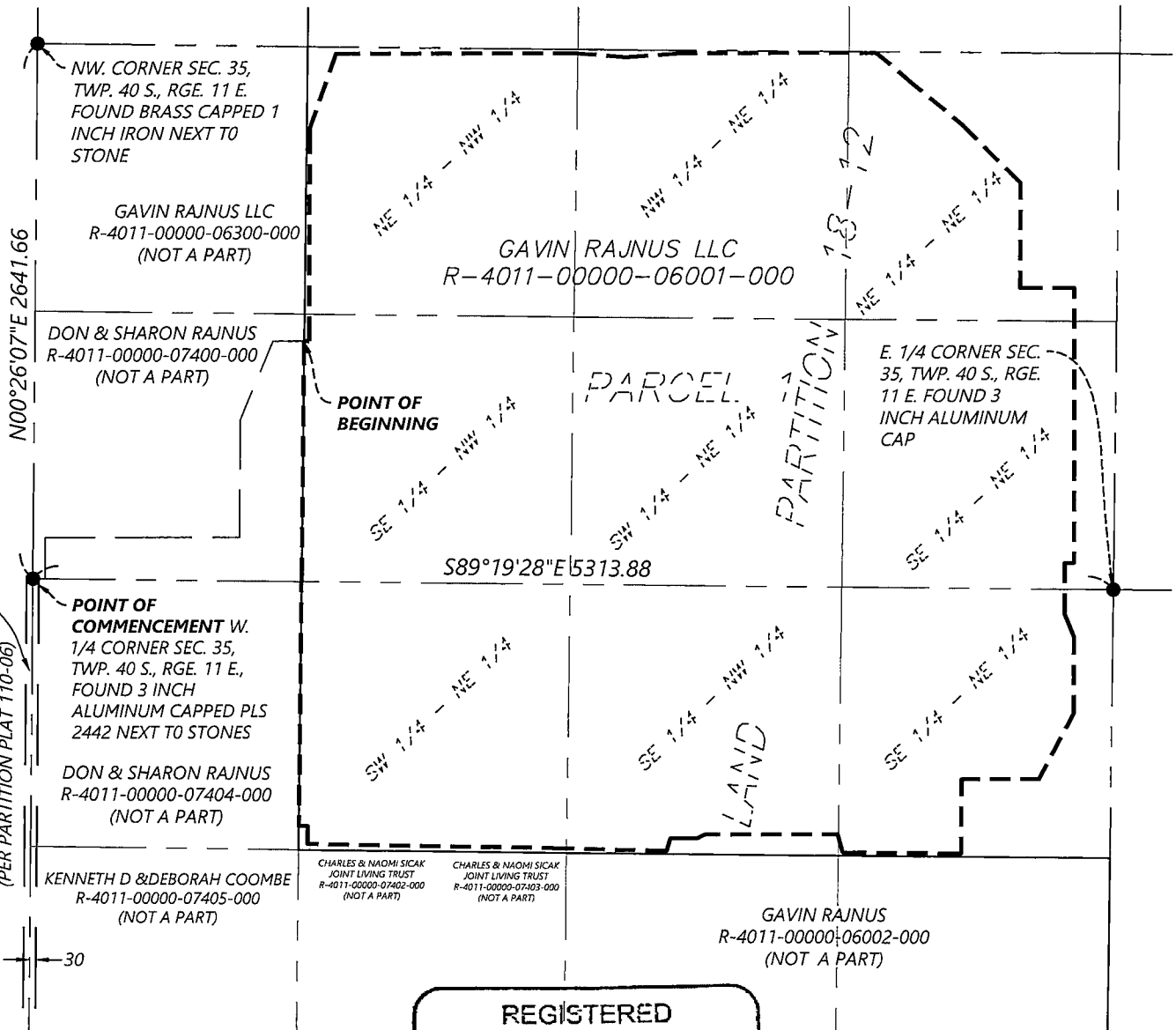
Westwood Professional Services, Inc.

**SKYSOL SOLAR
PROJECT**

KLAMATH COUNTY, OREGON

**GAVIN RAJNUS
LEASE & EASEMENT
EXHIBIT**

SHEET: 1 OF 19
DATE: 11/03/2023



LEGEND:

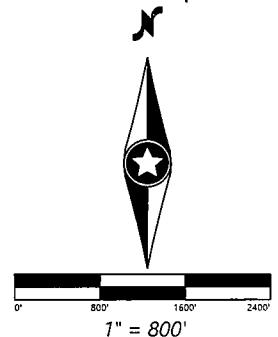
- FOUND MONUMENT (SEE LABEL)
- 16TH SECTION LINE
- - - SECTION AND QUARTER SECTION LINE
- RIGHT-OF-WAY LINE
- - - LEASE AREA
- PARCEL LINE
- - - TIE

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Kris Wroolie

OREGON
JULY 11, 2017
KRIS WROOLIE
92080

EXPIRES: 06/30/24



Westwood

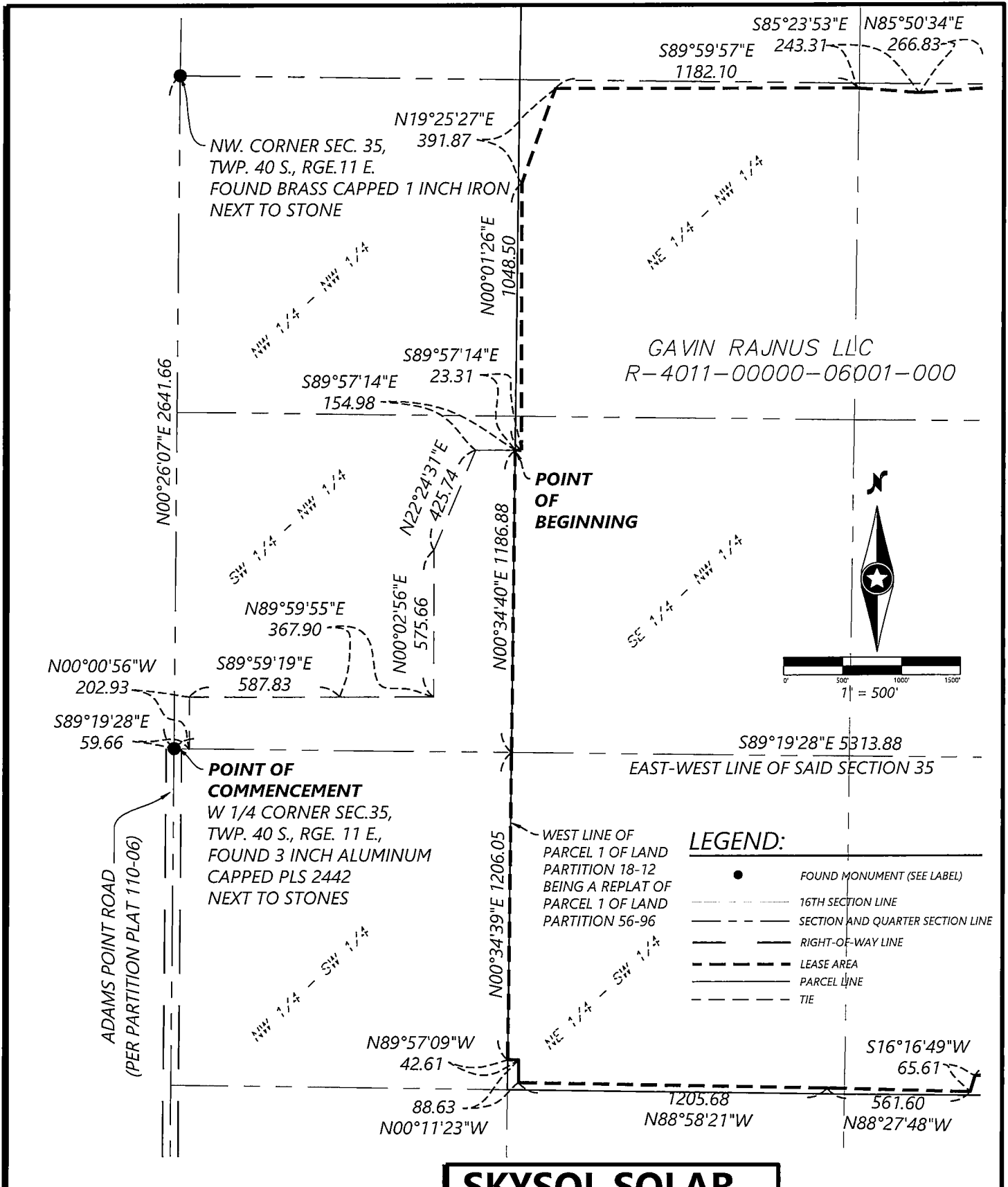
Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
Fax (952) 937-5822 Minnetonka, MN 55343
Toll Free (888) 937-5150 westwoodps.com
Westwood Professional Services, Inc.

**SKYSOL SOLAR
PROJECT**

KLAMATH COUNTY, OREGON

**Skysol Lease Area 2
Exhibit**

SHEET: 1 OF 5
DATE: 11/01/2023



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SKYSOL SOLAR PROJECT

KLAMATH COUNTY, OREGON

Skysol Lease Area 2 Exhibit

SHEET: 2 OF 5
 DATE: 11/01/2023

A PORTION OF PARCEL 1 OF LAND PARTITION 18-12 BEING A REPLAT OF PARCEL 1 OF LAND PARTITION 56-96, SITUATE IN SECTION 25, 26, 35 AND 36, TOWNSHIP 40 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON AND DULY RECORDED ON FEBRUARY 26, 2013 IN 2013-002139, RECORDS OF KLAMATH COUNTY, OREGON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 35 FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 35 BEARS NORTH 00 DEGREES 26 MINUTES 07 SECONDS EAST, A DISTANCE OF 2,641.66 FEET;

THENCE SOUTH 89 DEGREES 19 MINUTES 28 SECONDS EAST ALONG THE EAST-WEST QUARTER LINE OF SAID SECTION 35, A DISTANCE OF 59.66 FEET;

THENCE NORTH 00 DEGREES 00 MINUTES 56 SECONDS WEST, A DISTANCE OF 202.93 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 19 SECONDS EAST, A DISTANCE OF 587.83 FEET;

THENCE NORTH 89 DEGREES 59 MINUTES 55 SECONDS EAST, A DISTANCE OF 367.90 FEET;

THENCE NORTH 00 DEGREES 02 MINUTES 56 SECONDS EAST, A DISTANCE OF 575.66 FEET;

THENCE NORTH 22 DEGREES 24 MINUTES 31 SECONDS EAST, A DISTANCE OF 425.74 FEET;

THENCE SOUTH 89 DEGREES 57 MINUTES 14 SECONDS EAST, A DISTANCE OF 154.98 FEET TO THE WEST LINE OF SAID PARCEL 1 AND THE **POINT OF BEGINNING**;

THENCE CONTINUE SOUTH 89 DEGREES 57 MINUTES 14 SECONDS EAST, A DISTANCE OF 23.31 FEET;

THENCE NORTH 00 DEGREES 01 MINUTE 26 SECONDS EAST, A DISTANCE OF 1,048.50 FEET;

THENCE NORTH 19 DEGREES 25 MINUTES 27 SECONDS EAST, A DISTANCE OF 391.87 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 57 SECONDS EAST, A DISTANCE OF 1,182.10 FEET;

THENCE SOUTH 85 DEGREES 23 MINUTES 53 SECONDS EAST, A DISTANCE OF 243.31 FEET;

THENCE NORTH 85 DEGREES 50 MINUTES 34 SECONDS EAST, A DISTANCE OF 266.83 FEET;

THENCE SOUTH 89 DEGREES 58 MINUTES 55 SECONDS EAST, A DISTANCE OF 965.38 FEET;

THENCE SOUTH 49 DEGREES 58 MINUTES 33 SECONDS EAST, A DISTANCE OF 231.52 FEET;

THENCE SOUTH 49 DEGREES 59 MINUTES 03 SECONDS EAST, A DISTANCE OF 321.98 FEET;

THENCE SOUTH 44 DEGREES 59 MINUTES 48 SECONDS EAST, A DISTANCE OF 404.64 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 51 SECONDS EAST, A DISTANCE OF 518.28 FEET;

THENCE SOUTH 89 DEGREES 54 MINUTES 11 SECONDS EAST, A DISTANCE OF 264.92 FEET;

THENCE SOUTH 00 DEGREES 00 MINUTES 36 SECONDS EAST, A DISTANCE OF 1,358.80 FEET;

THENCE SOUTH 88 DEGREES 38 MINUTES 13 SECONDS WEST, A DISTANCE OF 46.47 FEET;

THENCE SOUTH 00 DEGREES 11 MINUTES 55 SECONDS EAST, A DISTANCE OF 248.13 FEET;

THENCE SOUTH 21 DEGREES 58 MINUTES 59 SECONDS EAST, A DISTANCE OF 121.94 FEET;

THENCE SOUTH 00 DEGREES 02 MINUTES 53 SECONDS WEST, A DISTANCE OF 379.41 FEET;

THENCE SOUTH 27 DEGREES 49 MINUTES 59 SECONDS WEST, A DISTANCE OF 365.67 FEET;

THENCE SOUTH 89 DEGREES 56 MINUTES 21 SECONDS WEST, A DISTANCE OF 380.70 FEET;

THENCE SOUTH 00 DEGREES 10 MINUTES 14 SECONDS WEST, A DISTANCE OF 366.38 FEET;

THENCE NORTH 89 DEGREES 22 MINUTES 30 SECONDS WEST, A DISTANCE OF 581.74 FEET;

Westwood

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Westwood Professional Services, Inc.

SKYSOL SOLAR PROJECT

KLAMATH COUNTY, OREGON

Skysol Lease Area 2 Exhibit

SHEET: 4 OF 5
DATE: 11/01/2023

DESCRIPTION CONTINUED

THENCE NORTH 15 DEGREES 45 MINUTES 51 SECONDS WEST, A DISTANCE OF 93.88 FEET;
THENCE SOUTH 89 DEGREES 59 MINUTES 52 SECONDS WEST, A DISTANCE OF 653.57 FEET;
THENCE SOUTH 63 DEGREES 12 MINUTES 01 SECOND WEST, A DISTANCE OF 40.27 FEET;
THENCE NORTH 89 DEGREES 54 MINUTES 12 SECONDS WEST, A DISTANCE OF 131.90 FEET;
THENCE SOUTH 16 DEGREES 16 MINUTES 49 SECONDS WEST, A DISTANCE OF 65.61 FEET;
THENCE NORTH 88 DEGREES 27 MINUTES 48 SECONDS WEST, A DISTANCE OF 561.60 FEET;
THENCE NORTH 88 DEGREES 58 MINUTES 21 SECONDS WEST, A DISTANCE OF 1,205.68 FEET;
THENCE NORTH 00 DEGREES 11 MINUTES 23 SECONDS WEST, A DISTANCE OF 88.63 FEET;
THENCE NORTH 89 DEGREES 57 MINUTES 09 SECONDS WEST, A DISTANCE OF 42.61 FEET TO THE WEST LINE OF A SAID PARCEL 1;
THENCE NORTH 00 DEGREES 34 MINUTES 39 SECONDS EAST ALONG SAID WEST LINE, A DISTANCE OF 1206.05 FEET;
THENCE NORTH 00 DEGREES 34 MINUTES 40 SECONDS EAST ALONG SAID WEST LINE, A DISTANCE OF 1186.88 TO THE POINT OF BEGINNING.
CONTAINING 14,008,482 SQUARE FEET OR 321.590 ACRES, MORE OR LESS.
SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
ALL DISTANCES, AREAS, AND BEARINGS ARE GRID BASED ON OREGON STATE PLANE SOUTH NAD 83(2011 ADJUSTMENT)

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**SKYSOL SOLAR
PROJECT**

KLAMATH COUNTY, OREGON

**Skysol Lease Area 2
Exhibit**

SHEET: 5 OF 5
DATE: 11/01/2023

EXHIBIT 'A'
SUBSTATION LEASE

A PORTION OF PARCEL 1 OF LAND PARTITION 18-12 BEING A REPLAT OF PARCEL 1 OF LAND PARTITION 56-96, SITUATE IN SECTION 25, 26, 35 AND 36, TOWNSHIP 40 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON AND DULY RECORDED ON FEBRUARY 26, 2013 IN 2013-002139, RECORDS OF KLAMATH COUNTY, OREGON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 25 FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 25 BEARS NORTH 00 DEGREES 32 MINUTES 08 SECONDS EAST, A DISTANCE OF 2652.19 FEET;

THENCE NORTH 89 DEGREES 38 MINUTES 05 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25, A DISTANCE OF 2601.71 FEET;

THENCE NORTH 52 DEGREES 58 MINUTES 18 SECONDS EAST, A DISTANCE OF 1196.92 FEET;

THENCE NORTH 08 DEGREES 02 MINUTES 40 SECONDS EAST, A DISTANCE OF 99.76 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 88 DEGREES 22 MINUTES 42 SECONDS WEST, A DISTANCE OF 83.62 FEET;

THENCE NORTH 01 DEGREE 41 MINUTES 18 SECONDS EAST, A DISTANCE OF 190.00 FEET;

THENCE SOUTH 88 DEGREES 22 MINUTES 42 SECONDS EAST, A DISTANCE OF 120.00 FEET;

THENCE SOUTH 01 DEGREE 41 MINUTES 18 SECONDS WEST, A DISTANCE OF 190.00 FEET;

THENCE NORTH 88 DEGREES 22 MINUTES 42 SECONDS WEST, A DISTANCE OF 36.38 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 22,800 SQUARE FEET OR 0.523 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

ALL DISTANCES, AREAS, AND BEARINGS ARE GRID BASED ON OREGON STATE PLANE SOUTH NAD 83(2011 ADJUSTMENT)

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**SKYSOL SOLAR
PROJECT**

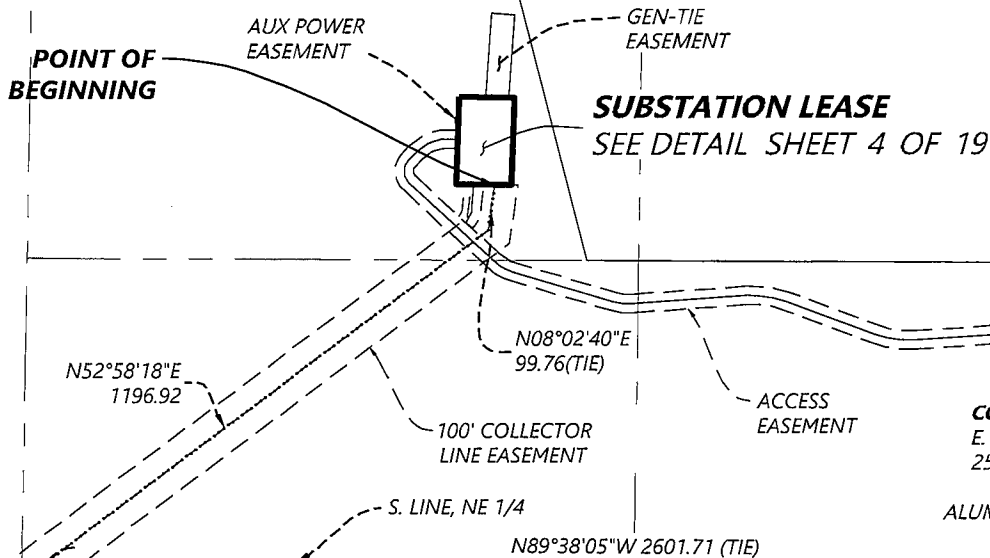
KLAMATH COUNTY, OREGON

**SUBSTATION
EXHIBIT**

SHEET: 2 OF 19
DATE: 11/03/2023

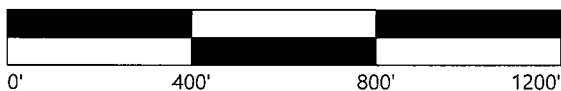
EXHIBIT 'A' SUBSTATION LEASE

NE. CORNER SEC. 25, TWP. 40 S., RGE. 11 E.
FOUND BRASS CAPPED 2 INCH IRON PIPE



N00°32'08\"/>

COORDINATES, BEARINGS, DISTANCES AND AREAS ARE
GRID BASED ON NAD83(2011), U.S. STATE PLANE,
OREGON SOUTH ZONE, INTERNATIONAL FEET.



LEGEND

- SECTION QTR-QTR LINE
- SECTION LINE
- LEASE LINE
- PARCEL LINE
- FOUND MONUMENT
(SEE LABEL)

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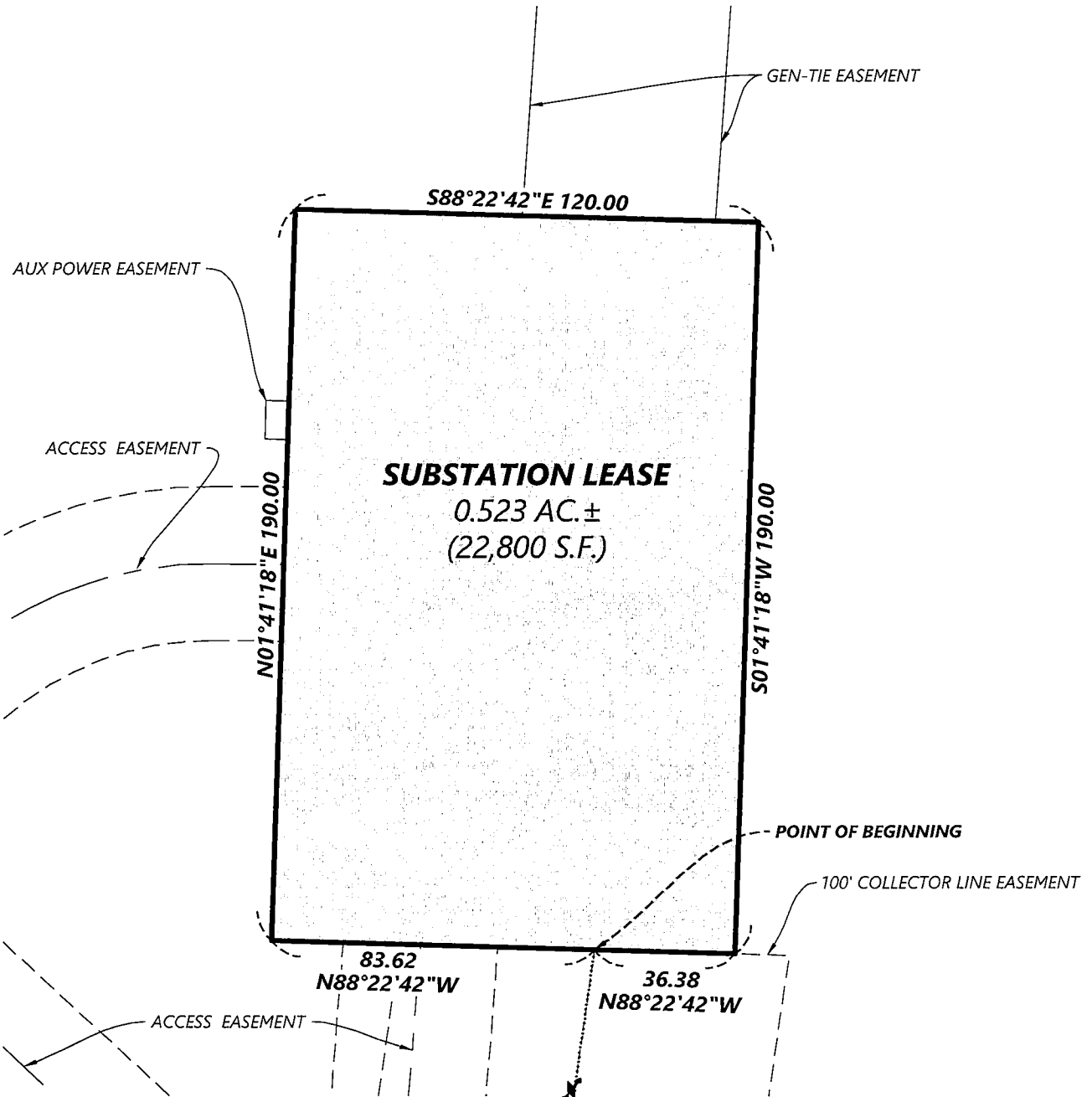
SKYSOL SOLAR PROJECT

KLAMATH COUNTY, OREGON

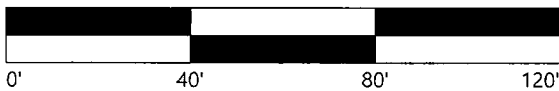
SUBSTATION EXHIBIT

SHEET: 3 OF 19
DATE: 11/03/2023

EXHIBIT 'A'
SUBSTATION LEASE



COORDINATES, BEARINGS, DISTANCES AND AREAS ARE GRID BASED ON NAD83(2011), U.S. STATE PLANE, OREGON SOUTH ZONE, INTERNATIONAL FEET.



LEGEND

- LEASE LINE
- ADJACENT EASEMENT AREA

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**SKYSOL SOLAR
PROJECT**

KLAMATH COUNTY, OREGON

**SUBSTATION
EXHIBIT**

SHEET: 4 OF 19
 DATE: 11/03/2023

EXHIBIT 'A'
GEN-TIE EASEMENT

A PORTION OF PARCEL 1 OF LAND PARTITION 18-12 BEING A REPLAT OF PARCEL 1 OF LAND PARTITION 56-96, SITUATE IN SECTION 25, 26, 35 AND 36, TOWNSHIP 40 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON AND DULY RECORDED ON FEBRUARY 26, 2013 IN 2013-002139, RECORDS OF KLAMATH COUNTY, OREGON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 25 FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 25 BEARS NORTH 00 DEGREES 32 MINUTES 08 SECONDS EAST, A DISTANCE OF 2652.19 FEET;

THENCE NORTH 89 DEGREES 38 MINUTES 05 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25, A DISTANCE OF 2601.71 FEET;

THENCE NORTH 43 DEGREES 14 MINUTES 54 SECONDS EAST, A DISTANCE OF 1386.89 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 03 DEGREES 49 MINUTES 16 SECONDS EAST, A DISTANCE OF 182.98 FEET;

THENCE SOUTH 86 DEGREES 10 MINUTES 44 SECONDS EAST, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 03 DEGREES 49 MINUTES 16 SECONDS WEST, A DISTANCE OF 181.06 FEET;

THENCE NORTH 88 DEGREES 22 MINUTES 42 SECONDS EAST, A DISTANCE OF 50.04 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 9,101 SQUARE FEET OR 0.209 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

ALL DISTANCES, AREAS, AND BEARINGS ARE GRID BASED ON OREGON STATE PLANE SOUTH NAD 83(2011 ADJUSTMENT)

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**SKYSOL SOLAR
PROJECT**

KLAMATH COUNTY, OREGON

GEN-TIE EXHIBIT

SHEET: 5 OF 19
DATE: 11/03/2023

EXHIBIT 'A'

GEN-TIE EASEMENT

NE CORNER SEC. 25, TWP. 40 S., RGE. 11 E.
FOUND BRASS CAPPED 2 INCH IRON PIPE

NW 1/4 - NE 1/4
PARCEL 1 OF LAND PARTITION 18-12
(REPLAT OF PARCEL 1 OF LAND PETITION 56-96)

MARLA ANN RAINUS
R-4011-00000-06200-000
(NOT A PART)

POCO POLE
POINT OF BEGINNING
AUX POWER EASEMENT
ACCESS EASEMENT

GEN-TIE EASEMENT
SEE DETAIL SHEET 7 OF 19

SUBSTATION LEASE

ACCESS EASEMENT

100' COLLECTOR
LINE EASEMENT

GAVIN RAINUS LLC
R-4011-00000-06001-000

S. LINE, NE 1/4
QUARTER OF SEC. 25,
TWP. 40 S., RGE. 11 E.

POINT OF COMMENCEMENT
E. 1/4 CORNER SEC.
25, TWP. 40 S., RGE.
11 E. FOUND
ALUMINUM CAPPED 2
INCH IRON PIPE

N00°32'08"E 2652.19

COORDINATES, BEARINGS, DISTANCES AND AREAS ARE
GRID BASED ON NAD83(2011), U.S. STATE PLANE,
OREGON SOUTH ZONE, INTERNATIONAL FEET.



LEGEND

- SECTION QTR-QTR LINE
- SECTION LINE
- EASEMENT LINE
- PARCEL LINE
- FOUND MONUMENT
(SEE LABEL)

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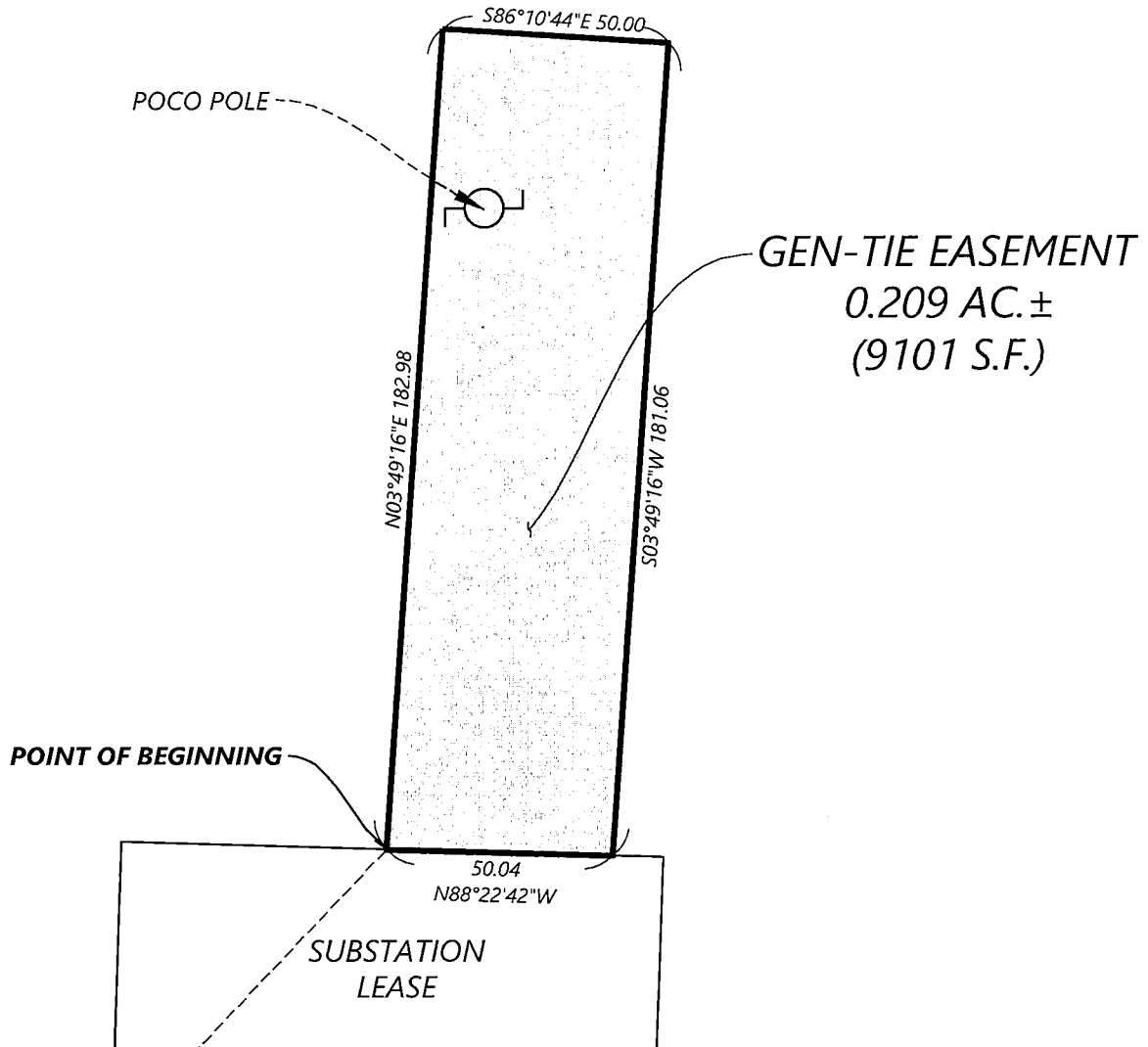
SKYSOL SOLAR PROJECT

KLAMATH COUNTY, OREGON

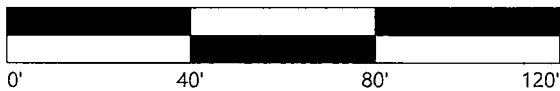
GEN-TIE EXHIBIT

SHEET: 6 OF 19
DATE: 11/03/2023



EXHIBIT 'A'
GEN-TIE EASEMENT



COORDINATES, BEARINGS, DISTANCES AND AREAS ARE GRID BASED ON NAD83(2011), U.S. STATE PLANE, OREGON SOUTH ZONE, INTERNATIONAL FEET.



LEGEND

-  EASEMENT LINE
-  ADJACENT LEASE AREA

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**SKYSOL SOLAR
PROJECT**

KLAMATH COUNTY, OREGON

GEN-TIE EXHIBIT

SHEET: 7 OF 19
 DATE: 11/03/2023

EXHIBIT 'A'
AUXILIARY POWER EASEMENT

A PORTION OF PARCEL 1 OF LAND PARTITION 18-12 BEING A REPLAT OF PARCEL 1 OF LAND PARTITION 56-96, SITUATE IN SECTION 25, 26, 35 AND 36, TOWNSHIP 40 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON AND DULY RECORDED ON FEBRUARY 26, 2013 IN 2013-002139, RECORDS OF KLAMATH COUNTY, OREGON, DESCRIBED AS FOLLOWS:

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THENCE NORTH 89 DEGREES 38 MINUTES 05 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25, A DISTANCE OF 2601.71 FEET;

THENCE NORTH 42 DEGREES 51 MINUTES 49 SECONDS EAST, A DISTANCE OF 1299.17 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 01 DEGREES 40 MINUTES 10 SECONDS EAST, A DISTANCE OF 10.00 FEET;

THENCE SOUTH 88 DEGREES 19 MINUTES 50 SECONDS EAST, A DISTANCE OF 5.99 FEET;

THENCE SOUTH 01 DEGREE 41 MINUTES 18 SECONDS WEST, A DISTANCE OF 10.11 FEET;

THENCE NORTH 87 DEGREES 14 MINUTES 30 SECONDS WEST, A DISTANCE OF 5.98 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 60 SQUARE FEET OR 0.001 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

ALL DISTANCES, AREAS, AND BEARINGS ARE GRID BASED ON OREGON STATE PLANE SOUTH NAD 83(2011 ADJUSTMENT)

Westwood

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Westwood Professional Services, Inc.

**SKYSOL SOLAR
PROJECT**

KLAMATH COUNTY, OREGON

**AUXILIARY POWER
EXHIBIT**

SHEET: 8 OF 19
DATE: 11/03/2023

EXHIBIT 'A'

AUXILIARY POWER EASEMENT

NE CORNER SEC. 25, TWP. 40 S., RGE. 11 E.
FOUND BRASS CAPPED 2 INCH IRON PIPE

MARLA ANN RAJNUS
R-4011-00000-06200-000
(NOT A PART)

PARCEL 1 OF LAND PARTITION 18-12
(REPLAT OF PARCEL 1 OF LAND PETITION 56-96)

AUXILIARY POWER EASEMENT
SEE DETAIL SHEET 10 OF 19

POCO POLE

GEN-TIE
EASEMENT

SUBSTATION LEASE

POINT OF BEGINNING

ACCESS EASEMENT

SW 1/4 - NE 1/4
N42°51'49"E 1299.17 (TIE)

S. LINE, NE
1/4 OF SEC.
25, TWP. 40
S., RGE. 11 E.

GAVIN RAJNUS LLC
R-4011-00000-06001-000
N89°38'05"W 2601.71 (TIE)

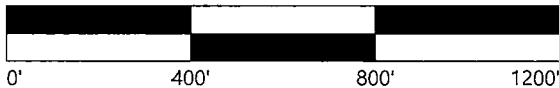
100'
COLLECTOR
LINE
EASEMENT

ACCESS
EASEMENT

POINT OF
COMMENCEMENT
E. 1/4 CORNER SEC. 25,
TWP. 40 S., RGE. 11 E.
FOUND ALUMINUM
CAPPED 2 INCH IRON PIPE

N00°32'08"E 2652.19

COORDINATES, BEARINGS, DISTANCES AND AREAS ARE
GRID BASED ON NAD83(2011), U.S. STATE PLANE,
OREGON SOUTH ZONE, INTERNATIONAL FEET.



LEGEND

- SECTION QTR-QTR LINE
- SECTION LINE
- EASEMENT LINE
- PARCEL LINE
- FOUND MONUMENT
(SEE LABEL)

Westwood

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Westwood Professional Services, Inc.

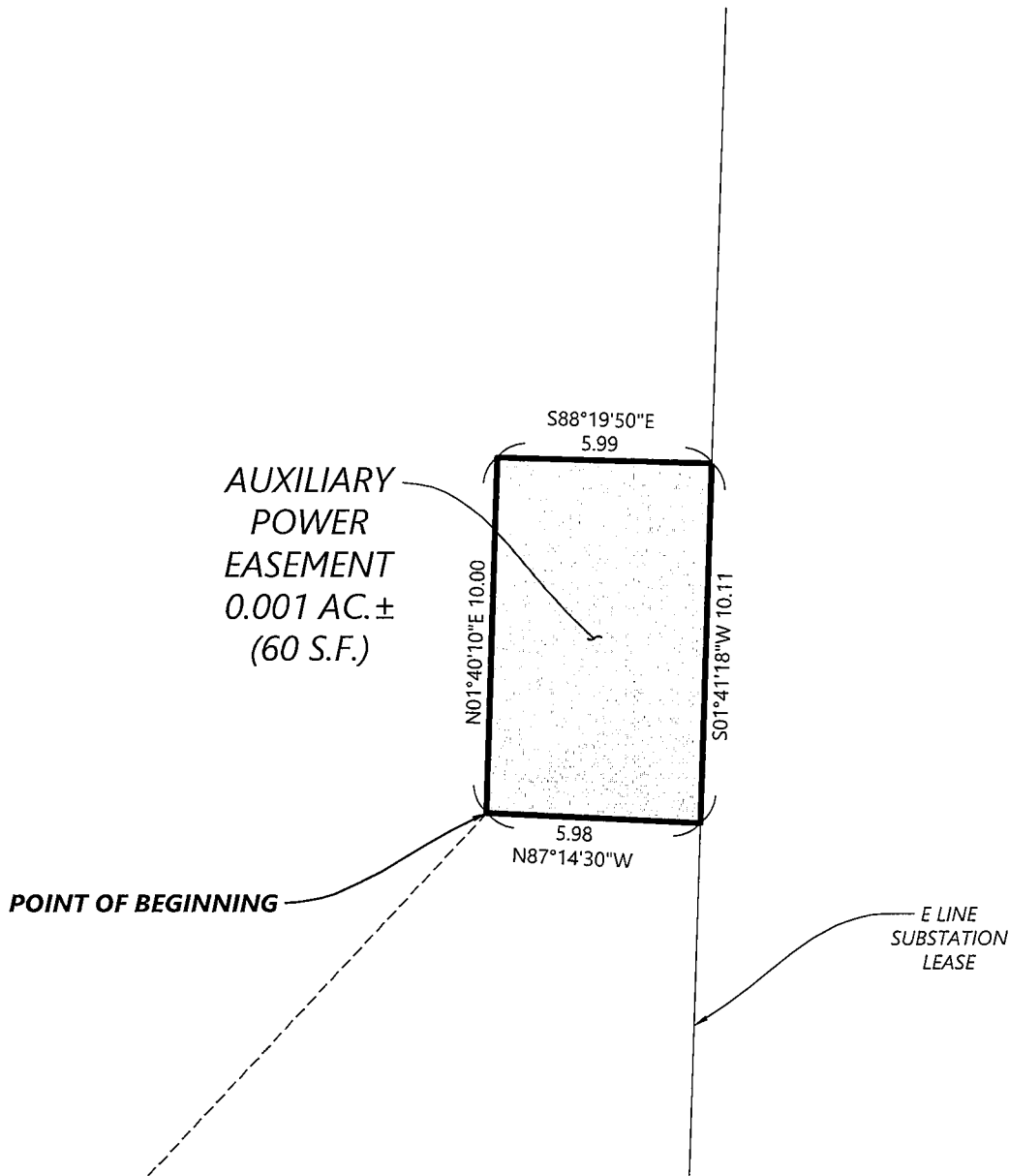
SKYSOL SOLAR PROJECT

KLAMATH COUNTY, OREGON

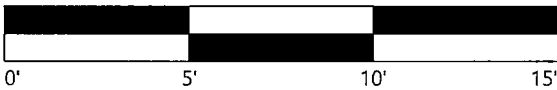
AUXILIARY POWER EXHIBIT

SHEET: 9 OF 19
DATE: 11/03/2023

EXHIBIT 'A'
AUXILIARY POWER EASEMENT



COORDINATES, BEARINGS, DISTANCES AND AREAS ARE GRID BASED ON NAD83(2011), U.S. STATE PLANE, OREGON SOUTH ZONE, INTERNATIONAL FEET.



LEGEND

- EASEMENT LINE
- ADJACENT EASEMENT AREA

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**SKYSOL SOLAR
PROJECT**

KLAMATH COUNTY, OREGON

**AUXILIARY POWER
EXHIBIT**

SHEET: 10 OF 19
DATE: 11/03/2023

EXHIBIT 'A'
100 FOOT COLLECTOR LINE EASEMENT

A 100 FOOT EASEMENT, 50 FEET ON BOTH SIDES OF THE CENTERLINE, BEING A PORTION OF PARCEL 1 OF LAND PARTITION 18-12 BEING A REPLAT OF PARCEL 1 OF LAND PARTITION 56-96, SITUATE IN SECTION 25, 26, 35 AND 36, TOWNSHIP 40 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON AND DULY RECORDED ON FEBRUARY 26, 2013 IN 2013-002139, RECORDS OF KLAMATH COUNTY, OREGON, CENTERLINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 25 FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 25 BEARS NORTH 00 DEGREES 32 MINUTES 08 SECONDS EAST, A DISTANCE OF 2652.19 FEET;

THENCE NORTH 89 DEGREES 38 MINUTES 05 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25, A DISTANCE OF 2601.71 FEET;

THENCE NORTH 52 DEGREES 58 MINUTES 18 SECONDS EAST, A DISTANCE OF 1196.92 FEET;

THENCE NORTH 08 DEGREES 02 MINUTES 40 SECONDS EAST, A DISTANCE OF 99.76 FEET TO A POINT ON A PROPOSED SUBSTATION LEASE LINE AND THE **POINT OF BEGINNING** OF THE CENTERLINE TO BE DESCRIBED;

THENCE RETURN SOUTH 08 DEGREES 02 MINUTES 40 SECONDS WEST, A DISTANCE OF 99.76 FEET;

THENCE SOUTH 52 DEGREES 58 MINUTES 18 SECONDS WEST, A DISTANCE OF 5621.56 FEET;

THENCE NORTH 89 DEGREES 58 MINUTES 31 SECONDS WEST, A DISTANCE OF 311.88 FEET TO A POINT ON A PROPOSED LEASE AREA AND SAID CENTER LINE THERE **TERMINATING**.

THE SIDELINES OF SAID EASEMENT ARE TO BE PROLONGED OR SHORTENED TO TERMINATE ON THE NORTH AT A PROPOSED SUBSTATION LEASE AND ON THE SOUTH AT A PROPOSED LEASE AREA.

CONTAINING 604,519 SQUARE FEET OR 13.878 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

ALL DISTANCES, AREAS, AND BEARINGS ARE GRID BASED ON OREGON STATE PLANE SOUTH NAD 83(2011 ADJUSTMENT).

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**SKYSOL SOLAR
PROJECT**

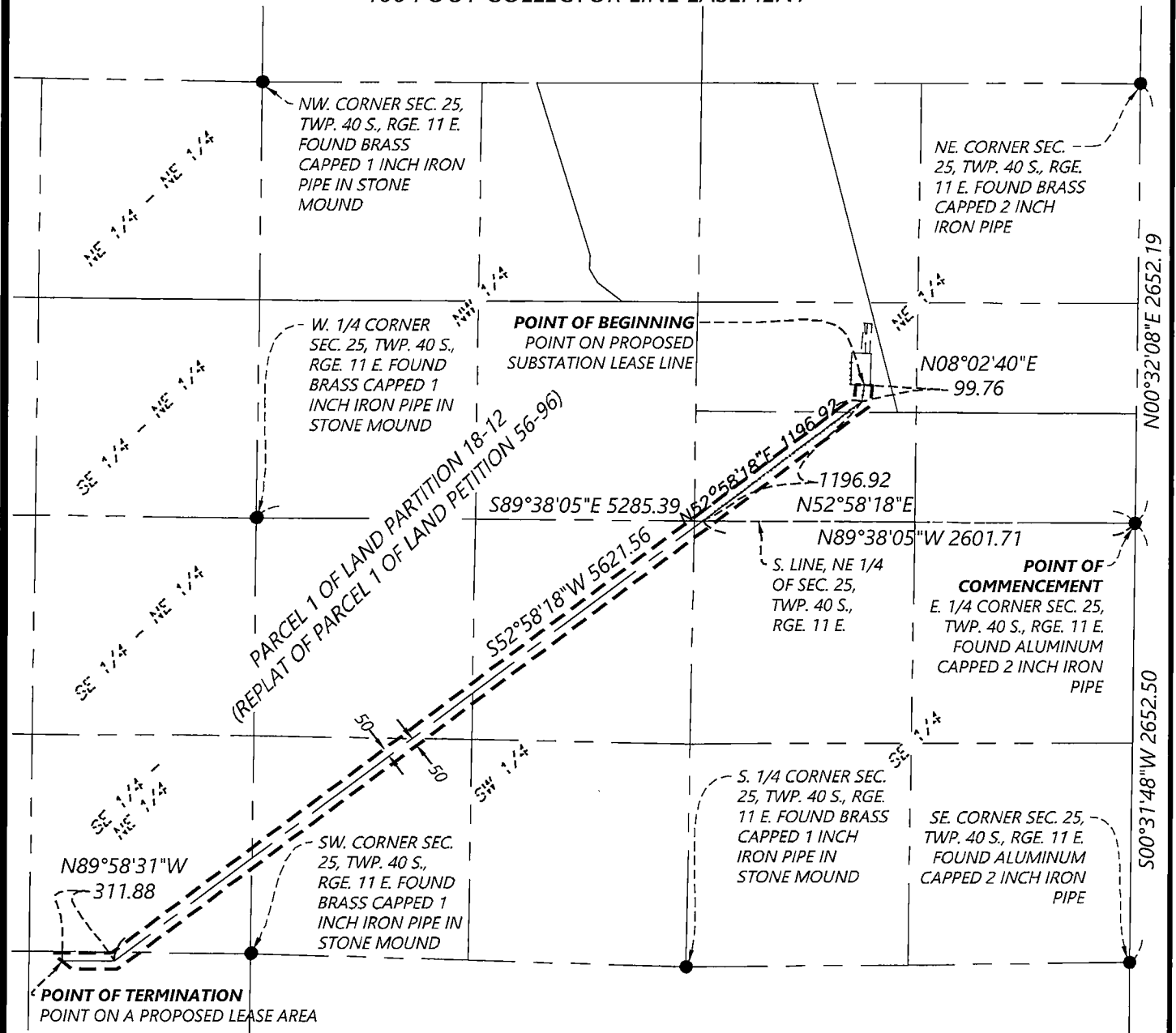
KLAMATH COUNTY, OREGON

**100 FOOT
COLLECTOR LINE
EXHIBIT**

SHEET: 11 OF 19
DATE: 11/03/2023

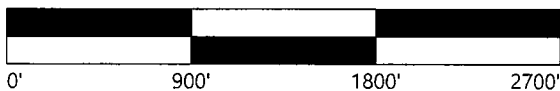
EXHIBIT 'A'

100 FOOT COLLECTOR LINE EASEMENT



40 ft ACCESS EASEMENT NOT SHOWN ON THIS SHEET.

COORDINATES, BEARINGS, DISTANCES AND AREAS ARE GRID BASED ON NAD83(2011), U.S. STATE PLANE, OREGON SOUTH ZONE, INTERNATIONAL FEET.



LEGEND

- SECTION QTR-QTR LINE
- SECTION LINE
- RIGHT-OF-WAY
- EASEMENT LINE
- EASEMENT CENTERLINE
- PARCEL LINE
- FOUND MONUMENT (SEE LABEL)



SKYSOL SOLAR PROJECT

KLAMATH COUNTY, OREGON

100 FOOT COLLECTOR LINE EXHIBIT

SHEET: 12 OF 19
DATE: 11/03/2023

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EXHIBIT 'A'
40 FOOT ACCESS EASEMENT

A 40 FOOT EASEMENT, 20 FEET ON BOTH SIDES OF CENTERLINE, BEING A PORTION OF PARCEL 1 OF LAND PARTITION 18-12 BEING A REPLAT OF PARCEL 1 OF LAND PARTITION 56-96, SITUATE IN SECTION 25, 26, 35 AND 36, TOWNSHIP 40 SOUTH, RANGE 11 EAST OF THE WILLIAMETTE MERIDIAN, KLAMATH COUNTY, OREGON AND DULY RECORDED ON FEBRUARY 26, 2013 IN 2013-002139, RECORDS OF KLAMATH COUNTY, OREGON, CENTERLINE DESCRIBED AS FOLLOWS:

EASEMENT A

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 25 FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 25 BEARS NORTH 00 DEGREES 32 MINUTES 08 SECONDS EAST, A DISTANCE OF 2652.19 FEET;

THENCE NORTH 89 DEGREES 38 MINUTES 05 SECONDS WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25, A DISTANCE OF 2601.71 FEET;

THENCE NORTH 52 DEGREES 58 MINUTES 18 SECONDS EAST, A DISTANCE OF 1196.92 FEET;

THENCE NORTH 08 DEGREES 02 MINUTES 40 SECONDS EAST, A DISTANCE OF 99.76 FEET TO THE SOUTH LINE OF A PROPOSED SUBSTATION LEASE AREA;

THENCE NORTH 88 DEGREES 22 MINUTES 42 SECONDS WEST ALONG SAID SOUTH LINE, A DISTANCE OF 45.09 FEET TO THE **POINT OF BEGINNING** OF THE CENTERLINE TO BE DESCRIBED;

THENCE SOUTH 04 DEGREES 19 MINUTES 37 SECONDS WEST, A DISTANCE OF 50.29 FEET;

THENCE SOUTHWESTERLY ALONG A TANGENTIAL CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 54.63 FEET AND A CENTRAL ANGLE OF 37 DEGREES 35 MINUTES 30 SECONDS, A CHORD THAT BEARS SOUTH 23 DEGREES 07 MINUTES 22 SECONDS WEST, WITH A CHORD LENGTH OF 35.20 FEET, A DISTANCE OF 35.84 FEET TO THE NORTHEASTERLY LINE OF AN ACCESS EASEMENT PER DOCUMENT 2021-015036 AND SAID CENTERLINE THERE **TERMINATING**.

THE SIDELINES OF SAID EASEMENT ARE TO BE PROLONGED OR SHORTENED TO TERMINATE ON THE NORTH AT A PROPOSED SUBSTATION LEASE AREA AND ON THE SOUTH AT THE NORTHEASTERLY LINE OF ACCESS EASEMENT PER DOCUMENT 2021-015036.

TOGETHER WITH:

EASEMENT B

A 40 FOOT EASEMENT, 20 FEET ON BOTH SIDES OF THE CENTERLINE, BEING A PORTION OF PARCEL 1 OF LAND PARTITION 18-12 BEING A REPLAT OF PARCEL 1 OF LAND PARTITION 56-96, SITUATE IN SECTION 25, 26, 35 AND 36, TOWNSHIP 40 SOUTH, RANGE 11 EAST OF THE WILLIAMETTE MERIDIAN, KLAMATH COUNTY, OREGON AND DULY RECORDED ON FEBRUARY 26, 2013 IN 2013-002139, RECORDS OF KLAMATH COUNTY, OREGON, CENTERLINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 25 FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 25 BEARS NORTH 00°32'08" EAST, A DISTANCE OF 2652.19 FEET;

THENCE NORTH 07°07'34" WEST, A DISTANCE OF 668.67 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 25 AND THE **POINT BEGINNING**;

THENCE SOUTH 17°34'56" WEST, A DISTANCE OF 110.04 FEET;

THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 72.00 FEET, THROUGH A CENTRAL ANGLE OF 30°37'45", AN ARC DISTANCE OF 38.49 FEET (THE CHORD TO WHICH BEARS SOUTH 32°53'49" WEST, A DISTANCE OF 38.03 FEET) TO **POINT A**;

THENCE CONTINUING ON SAID CURVE TO THE RIGHT WITH A RADIUS OF 72.00 FEET, THROUGH A CENTRAL ANGLE OF 52°58'02", AN ARC DISTANCE OF 66.56 FEET (THE CHORD TO WHICH BEARS SOUTH 74°41'42" WEST, A DISTANCE OF 64.22 FEET);

THENCE NORTH 78°49'17" WEST, A DISTANCE OF 19.00 FEET;

THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 500.69 FEET, THROUGH A CENTRAL ANGLE OF 15°16'40", AN ARC DISTANCE OF 133.51 FEET (THE CHORD TO WHICH BEARS NORTH 86°27'37" WEST, A DISTANCE OF 133.11 FEET);

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**SKYSOL SOLAR
PROJECT**

KLAMATH COUNTY, OREGON

**40 FOOT ACCESS
EXHIBIT**

SHEET: 13 OF 19
DATE: 11/03/2023

EXHIBIT 'A'
40 FOOT ACCESS EASEMENT

THENCE SOUTH 86°17'09" WEST, A DISTANCE OF 369.78 FEET;

THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 210.00 FEET, THROUGH A CENTRAL ANGLE OF 24°12'35", AN ARC DISTANCE OF 88.73 FEET (THE CHORD TO WHICH BEARS NORTH 81°36'33" WEST, A DISTANCE OF 88.07 FEET);

THENCE NORTH 69°30'16" WEST, A DISTANCE OF 195.54 FEET;

THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 190.00 FEET, THROUGH A CENTRAL ANGLE OF 24°25'50", AN ARC DISTANCE OF 85.28 FEET (THE CHORD TO WHICH BEARS NORTH 81°43'11" WEST, A DISTANCE OF 84.63 FEET);

THENCE SOUTH 86°03'54" WEST, A DISTANCE OF 249.88 FEET;

THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 120.00 FEET, THROUGH A CENTRAL ANGLE OF 19°32'38", AN ARC DISTANCE OF 43.03 FEET (THE CHORD TO WHICH BEARS NORTH 83°39'47" WEST, A DISTANCE OF 42.80 FEET);

THENCE NORTH 73°23'28" WEST, A DISTANCE OF 223.81 FEET;

THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 110.00 FEET, THROUGH AN CENTRAL ANGLE OF 25°59'42", AN ARC DISTANCE OF 49.91 FEET (THE CHORD TO WHICH BEARS NORTH 60°23'34" WEST, A DISTANCE OF 49.48 FEET);

THENCE NORTH 47°23'41" WEST, A DISTANCE OF 250.32 FEET;

THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 35.00 FEET, THROUGH A CENTRAL ANGLE OF 90°51'47", AN ARC DISTANCE OF 55.51 FEET (THE CHORD TO WHICH BEARS NORTH 01°57'47" WEST, A DISTANCE OF 49.87 FEET);

THENCE NORTH 43°28'06" EAST, A DISTANCE OF 20.83 FEET;

THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 100.00 FEET, THROUGH A CENTRAL ANGLE OF 46°52'57", AN ARC DISTANCE OF 81.83 FEET (THE CHORD TO WHICH BEARS NORTH 66°54'34" EAST, A DISTANCE OF 79.56 FEET);

THENCE SOUTH 89°38'57" EAST, A DISTANCE OF 18.58 FEET TO EAST LINE OF A PROPOSED SUBSTATION LEASE AREA AND THERE TERMINATING.

THE SIDELINES OF SAID EASEMENT ARE TO BE PROLONGED OR SHORTENED TO TERMINATE ON THE EAST AT THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND ON THE WEST AT SAID EAST LINE OF A PROPOSED SUBSTATION LEASE AREA.

TOGETHER WITH:

THAT PORTION OF A 50.00 FOOT RADIUS CIRCLE, CENTERED AT AFOREMENTIONED **POINT A**, LYING SOUTH OF THE SOUTHERLY SIDELINE OF THE ABOVE DESCRIBED 40.00 FOOT WIDE STRIP.

SAID CENTERLINE AND RADIUS INTENDED TO BE ONE AND THE SAME AS THE ACCESS EASEMENT DESCRIBED IN DOCUMENT 2021-015036, OFFICIAL RECORDS OF SAID COUNTY.

CONTAINING 90,313 SQUARE FEET OR 2.073 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

ALL DISTANCES, AREAS, AND BEARINGS ARE GRID BASED ON OREGON, STATE PLANE SOUTH NAD 83(2011 ADJUSTMENT).

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**SKYSOL SOLAR
PROJECT**

KLAMATH COUNTY, OREGON

**40 FOOT ACCESS
EXHIBIT**

SHEET: 14 OF 19
DATE: 11/03/2023

EXHIBIT 'A'
40 FOOT ACCESS EASEMENT

NE CORNER SEC. 25, TWP. 40 S., RGE. 11 E.
FOUND BRASS CAPPED 2 INCH IRON PIPE

PARCEL 1 OF LAND
PARTITION 18-12
(REPLAT OF PARCEL 1 OF
LAND PETITION 56-96)

NW 1/4 - NE 1/4

NE 1/4 - NE 1/4

ACCESS EASEMENT

SEE SHEET
19 OF 19

N88°22'42"W
45.09

N08°02'40"E
99.76

ACCESS EASEMENT

SW 1/4 - NE 1/4
N52°58'18"E 1196.92

S. LINE, NE 1/4
OF SEC. 25,
TWP. 40 S.,
RGE. 11 E.

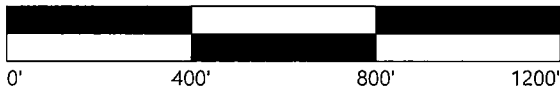
SHEET 19
SHEET 18

**POINT OF
COMMENCEMENT**
E. 1/4 CORNER SEC. 25,
TWP. 40 S., RGE. 11 E.
FOUND ALUMINUM
CAPPED 2 INCH IRON PIPE

N89°38'05"W 2601.71

100FT COLLECTOR LINE EASEMENT NOT SHOWN ON THIS SHEET

COORDINATES, BEARINGS, DISTANCES AND AREAS ARE
GRID BASED ON NAD83(2011), U.S. STATE PLANE,
OREGON SOUTH ZONE, INTERNATIONAL FEET.



LEGEND

- SECTION QTR-QTR LINE
- SECTION LINE
- EASEMENT LINE
- PARCEL LINE
- FOUND MONUMENT
(SEE LABEL)



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**SKYSOL SOLAR
PROJECT**

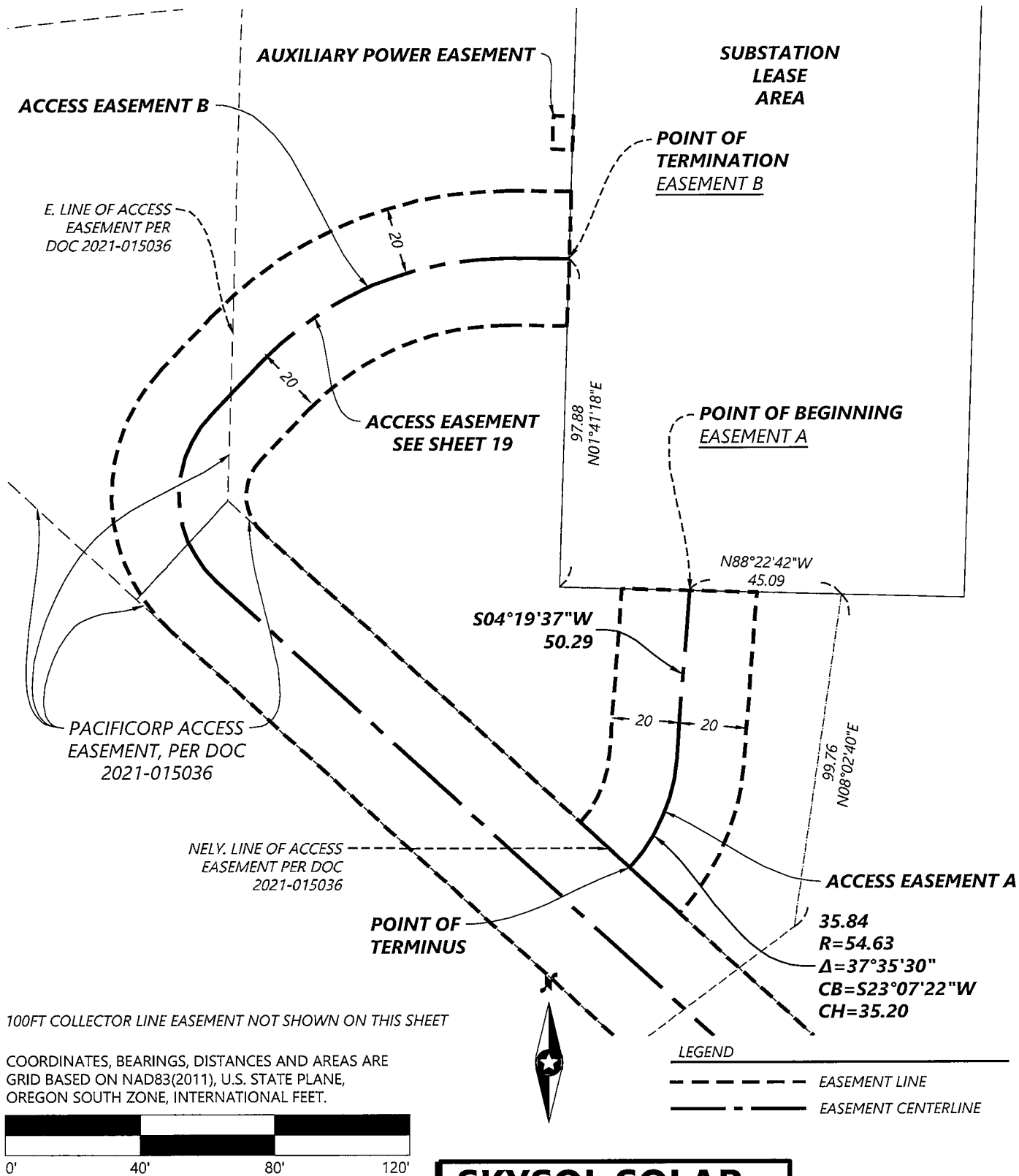
KLAMATH COUNTY, OREGON

**40 FOOT ACCESS
EXHIBIT**

SHEET: 15 OF 19
DATE: 11/03/2023

EXHIBIT 'A'

40 FOOT ACCESS EASEMENT



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SKYSOL SOLAR PROJECT

KLAMATH COUNTY, OREGON

40 FOOT ACCESS EXHIBIT

SHEET: 16 OF 19
 DATE: 11/03/2023

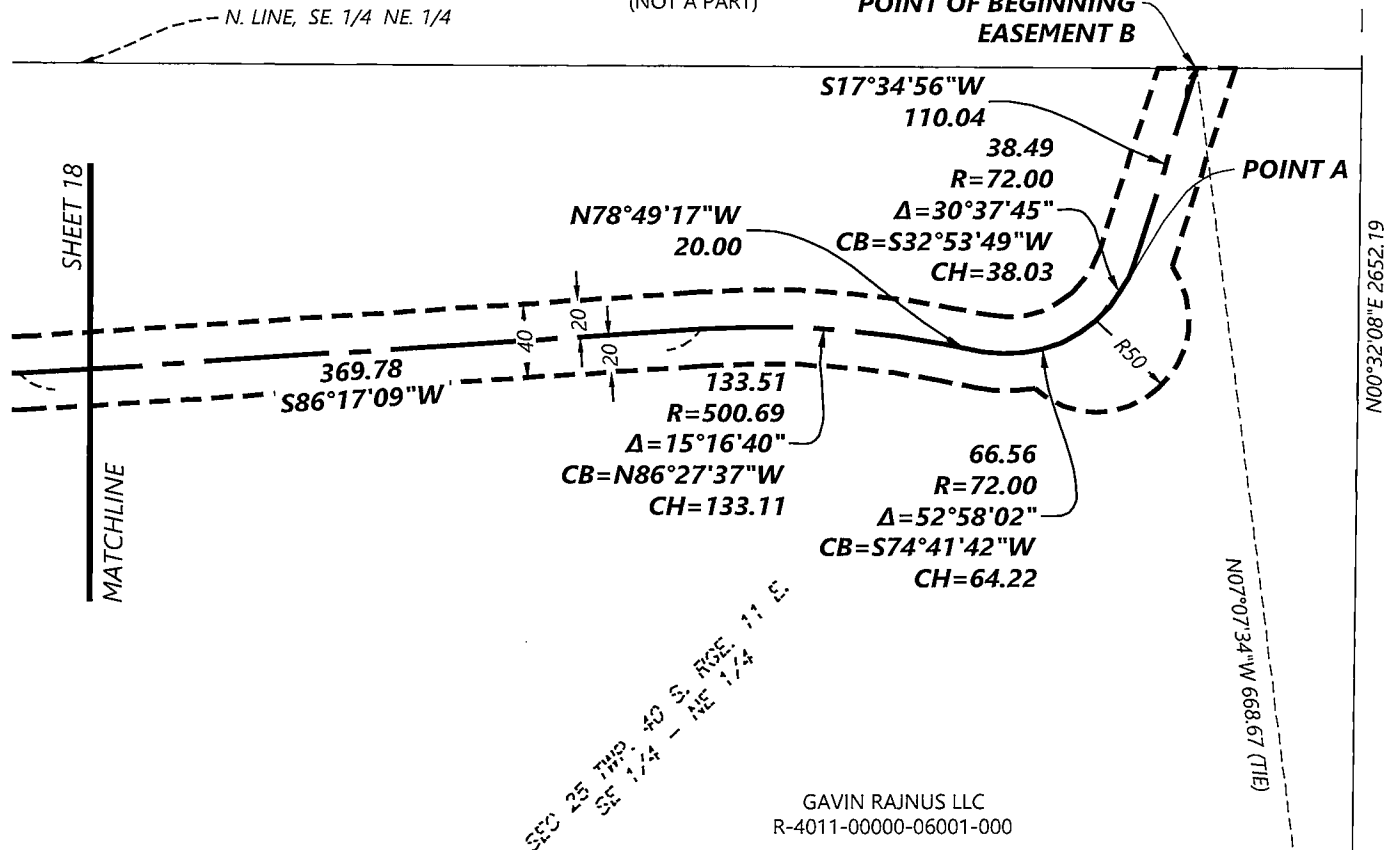
EXHIBIT 'A'

40 FOOT ACCESS EASEMENT

MARLA ANN RAJNUS
R-4011-00000-06200-000
(NOT A PART)

NE. CORNER SEC. 25, TWP. 40 S., RGE. 11 E.
FOUND BRASS CAPPED
2 INCH IRON PIPE

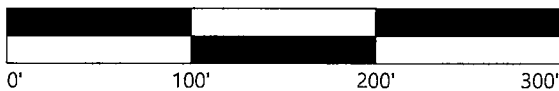
POINT OF BEGINNING
EASEMENT B



LEGEND

- SECTION QTR-QTR LINE
- SECTION LINE
- EASEMENT LINE
- EASEMENT CENTER LINE
- PARCEL LINE
- FOUND MONUMENT
(SEE LABEL)

COORDINATES, BEARINGS, DISTANCES AND AREAS ARE
GRID BASED ON NAD83(2011), U.S. STATE PLANE,
OREGON SOUTH ZONE, INTERNATIONAL FEET.



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SKYSOL SOLAR PROJECT

KLAMATH COUNTY, OREGON

40 FOOT ACCESS EXHIBIT

SHEET: 17 OF 19
DATE: 11/03/2023

EXHIBIT 'A'

40 FOOT ACCESS EASEMENT

MARLA ANN RAJNUS
R-4011-00000-06200-000
(NOT A PART)

SEC 25 TWP. 40 S. RGE. 11 E. SE 1/4 - NE 1/4

S. LINE, N. 1/2

SHEET 19

MATCHLINE

MATCHLINE

SHEET 17

43.03
R=120.00
 $\Delta=20^{\circ}32'38''$
CB=N83°39'47"W
CH=42.80

249.88
S86°03'54"W

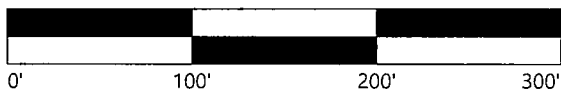
85.28
R=200.00
 $\Delta=24^{\circ}25'50''$
CB=N81°43'11"W
CH=84.63

88.73
R=210.00
 $\Delta=24^{\circ}12'35''$
CB=N81°36'33"W
CH=88.07

205.54
N69°30'16"W

GAVIN RAJNUS LLC
R-4011-00000-06001-000

COORDINATES, BEARINGS, DISTANCES AND AREAS ARE
GRID BASED ON NAD83(2011), U.S. STATE PLANE,
OREGON SOUTH ZONE, INTERNATIONAL FEET.



LEGEND

- SECTION QTR-QTR LINE
- EASEMENT LINE
- EASEMENT CENTER LINE
- PARCEL LINE

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SKYSOL SOLAR PROJECT

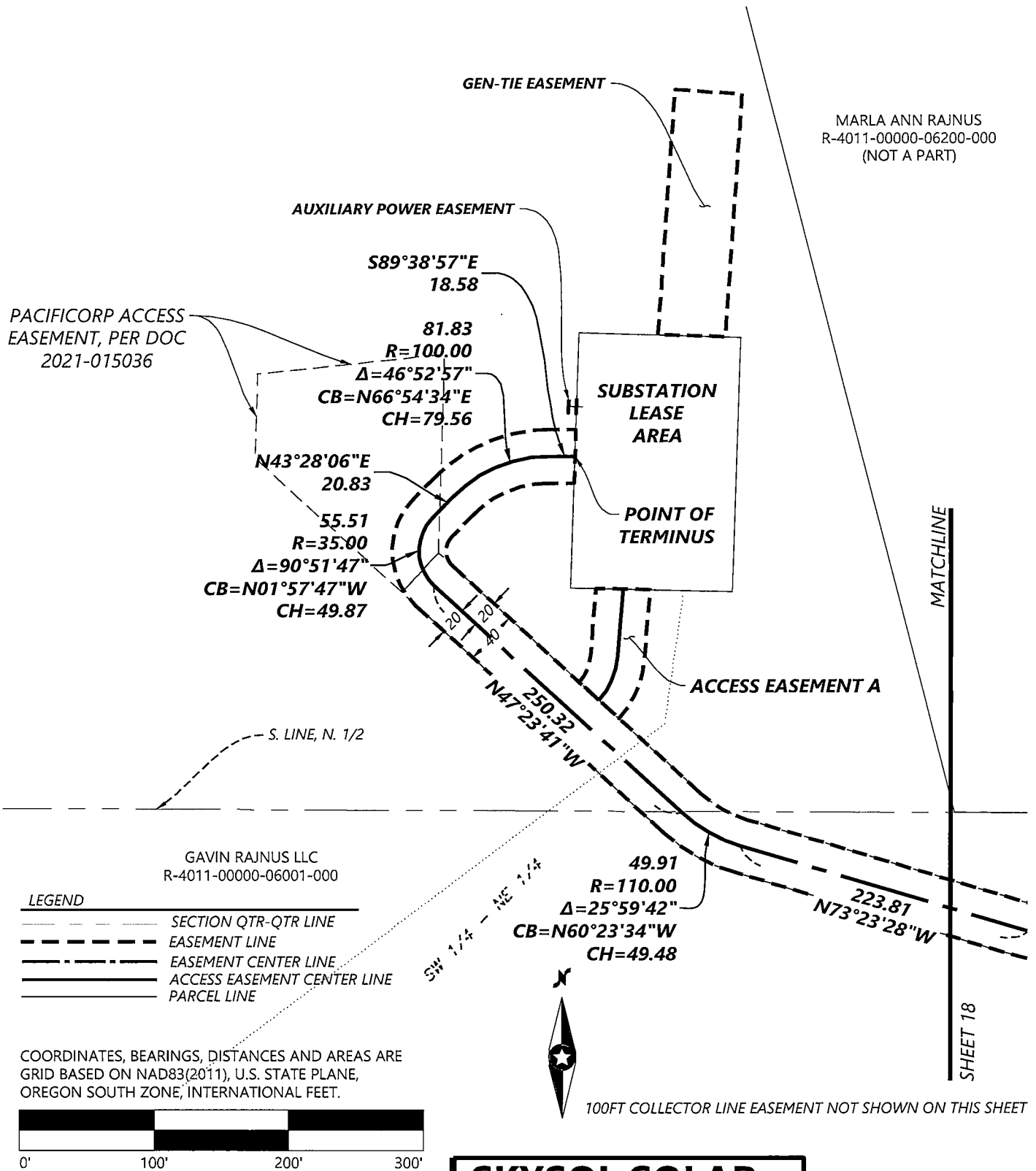
KLAMATH COUNTY, OREGON

40 FOOT ACCESS EXHIBIT

SHEET: 18 OF 19
DATE: 11/03/2023

40 FOOT ACCESS EASEMENT

MARLA ANN RAJNUS
R-4011-00000-06200-000
(NOT A PART)



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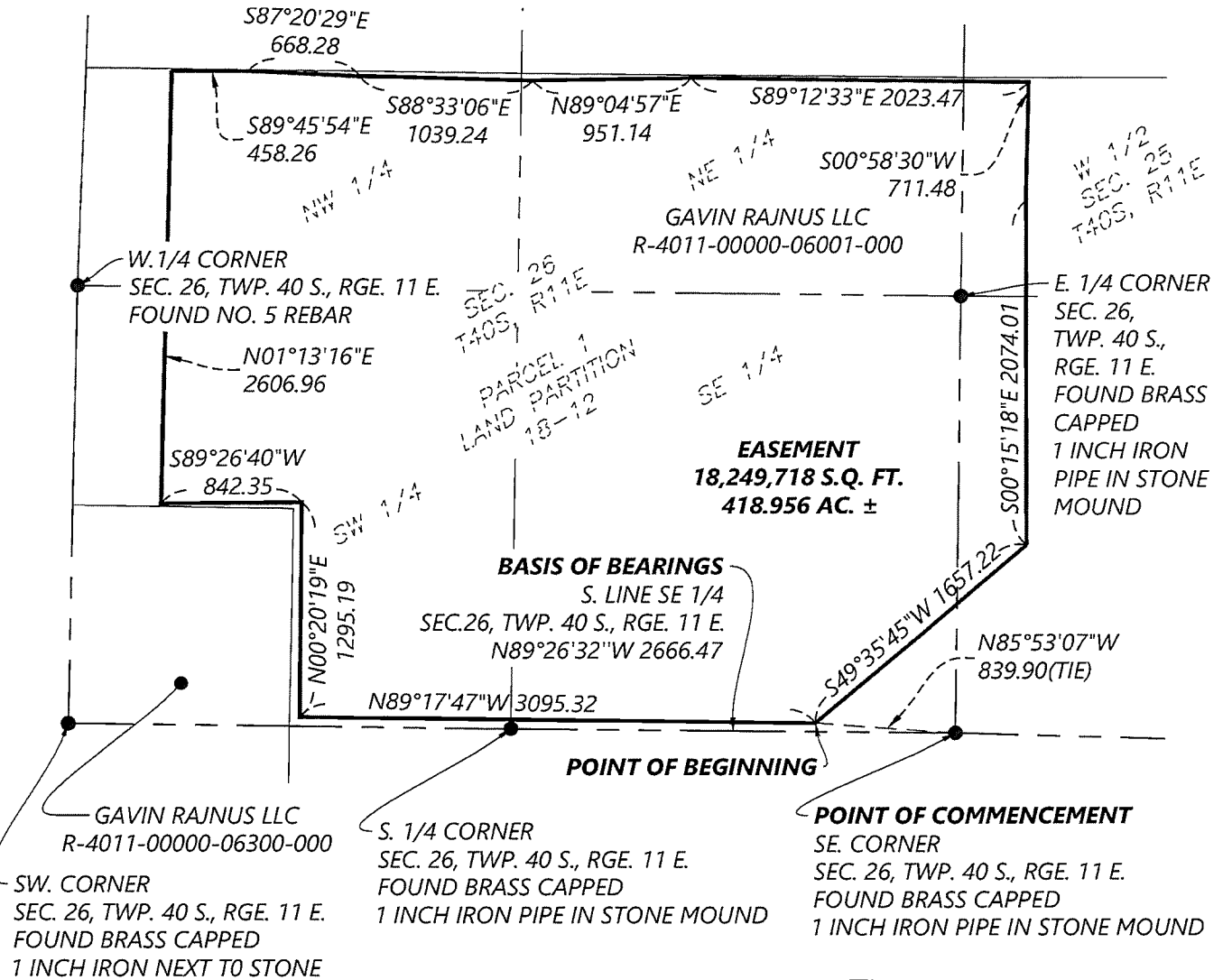
SKYSOL SOLAR PROJECT

KLAMATH COUNTY, OREGON

40 FOOT ACCESS EXHIBIT

SHEET: 19 OF 19
DATE: 11/03/2023

Real property subject to the Habitat Easement



LEGEND:

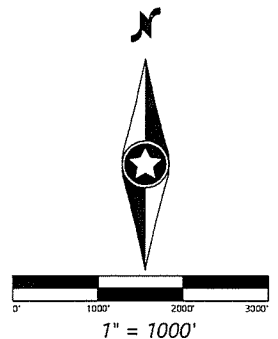
- FOUND MONUMENT (SEE LABEL)
- QUARTER SECTION LINE
- SECTION LINE
- EASEMENT AREA
- PARCEL LINE
- TIE

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Kris Wroolie

OREGON
JULY 11, 2017
KRIS WROOLIE
92080

EXPIRES. 6/30/24



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SKYSOL SOLAR PROJECT

KLAMATH COUNTY, OREGON

**HABITAT
MITIGATION
EASEMENT AREA**

SHEET: 1 OF 2
DATE: 12/12/2023

LEGAL DESCRIPTION

AN EASEMENT OVER AND ACROSS A PORTION OF PARCEL 1 OF LAND PARTITION 18-12 BEING A REPLAT OF PARCEL 1 OF LAND PARTITION 56-96, SITUATED IN SECTIONS 25, 26, 35 AND 36, ALL IN TOWNSHIP 40 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON AND DULY RECORDED ON FEBRUARY 26, 2013 IN 2013-002139, RECORDS OF KLAMATH COUNTY, OREGON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 26 FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 26 BEARS NORTH 89 DEGREES 26 MINUTES 32 SECONDS WEST, A DISTANCE OF 2,666.47 FEET;

THENCE NORTH 85 DEGREES 53 MINUTES 07 SECONDS WEST, A DISTANCE OF 839.90 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 89 DEGREES 17 MINUTES 47 SECONDS WEST, A DISTANCE OF 3,095.32 FEET;

THENCE NORTH 00 DEGREES 20 MINUTES 19 SECONDS EAST, A DISTANCE OF 1,295.19 FEET;

THENCE SOUTH 89 DEGREES 26 MINUTES 40 SECONDS WEST, A DISTANCE OF 842.35 FEET;

THENCE NORTH 01 DEGREES 13 MINUTES 16 SECONDS EAST, A DISTANCE OF 2,606.96 FEET;

THENCE SOUTH 89 DEGREES 45 MINUTES 54 SECONDS EAST, A DISTANCE OF 458.26 FEET;

THENCE SOUTH 87 DEGREES 20 MINUTES 29 SECONDS EAST, A DISTANCE OF 668.28 FEET;

THENCE SOUTH 88 DEGREES 33 MINUTES 06 SECONDS EAST, A DISTANCE OF 1,039.24 FEET;

THENCE NORTH 89 DEGREES 04 MINUTES 57 SECONDS EAST, A DISTANCE OF 951.14 FEET;

THENCE SOUTH 89 DEGREES 12 MINUTES 33 SECONDS EAST, A DISTANCE OF 2,023.47 FEET;

THENCE SOUTH 00 DEGREES 58 MINUTES 30 SECONDS WEST, A DISTANCE OF 711.48 FEET;

THENCE SOUTH 00 DEGREES 15 MINUTES 18 SECONDS EAST, A DISTANCE OF 2,074.01 FEET;

THENCE SOUTH 49 DEGREES 35 MINUTES 45 SECONDS WEST, A DISTANCE OF 1,657.22 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 18,249,718 SQUARE FEET OR 418.956 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

ALL DISTANCES, AREAS, AND BEARINGS ARE GRID BASED ON OREGON STATE PLANE SOUTH NAD 83(2011 ADJUSTMENT)

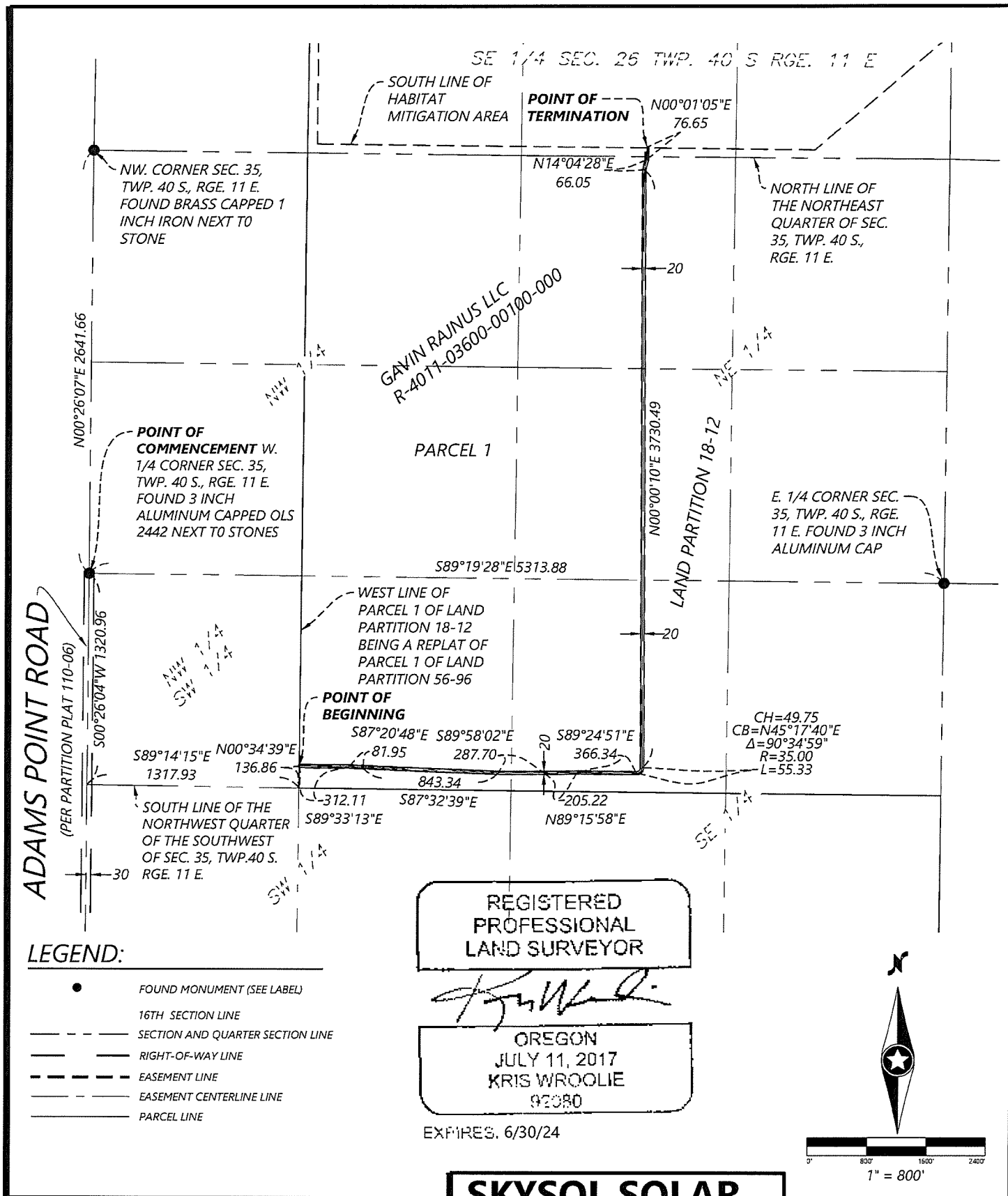
Westwood

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Westwood Professional Services, Inc.

SKYSOL SOLAR PROJECT

KLAMATH COUNTY, OREGON

**HABITAT
MITIGATION
EASEMENT AREA**
SHEET: 2 OF 2
DATE: 12/12/2023



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SKYSOL SOLAR PROJECT

KLAMATH COUNTY, OREGON

ODFW Access Easement #2

SHEET: 1 OF 2
DATE: 11/02/2023

A 20 FOOT EASEMENT, 10 FEET ON BOTH SIDES OF CENTERLINE, BEING A PORTION OF PARCEL 1 OF LAND PARTITION 18-12 BEING A REPLAT OF PARCEL 1 OF LAND PARTITION 56-96, SITUATE IN SECTION 25, 26, 35 AND 36, TOWNSHIP 40 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON AND DULY RECORDED ON FEBRUARY 26, 2013 IN 2013-002139, RECORDS OF KLAMATH COUNTY, OREGON, CENTERLINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 35 FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 35 BEARS NORTH 00 DEGREES 26 MINUTES 07 SECONDS EAST, A DISTANCE OF 2,641.66 FEET;

THENCE SOUTH 00 DEGREES 26 MINUTES 04 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 35 A DISTANCE OF 1,320.96 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER SAID SECTION 35;

THENCE SOUTH 89 DEGREES 14 MINUTES 15 SECONDS EAST ALONG SAID SOUTH LINE, A DISTANCE OF 1,317.93 FEET TO THE WEST LINE OF SAID PARCEL 1;

THENCE NORTH 00 DEGREES 34 MINUTES 39 SECONDS EAST ALONG SAID WEST LINE, A DISTANCE OF 136.86 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 89 DEGREES 33 MINUTES 13 SECONDS EAST, A DISTANCE OF 312.11 FEET;

THENCE SOUTH 87 DEGREES 20 MINUTES 48 SECONDS EAST, A DISTANCE OF 81.95 FEET;

THENCE SOUTH 87 DEGREES 32 MINUTES 39 SECONDS EAST, A DISTANCE OF 843.34 FEET;

THENCE SOUTH 89 DEGREES 58 MINUTES 02 SECONDS EAST, A DISTANCE OF 287.70 FEET;

THENCE NORTH 89 DEGREES 15 MINUTES 58 SECONDS EAST, A DISTANCE OF 205.22 FEET;

THENCE SOUTH 89 DEGREES 24 MINUTES 51 SECONDS EAST, A DISTANCE OF 366.34 FEET;

THENCE NORTHEASTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES 34 MINUTES 59 SECONDS, A CHORD THAT BEARS NORTH 45 DEGREES 17 MINUTES 40 SECONDS EAST, WITH A CHORD LENGTH OF 49.75 FEET, A DISTANCE OF 55.33 FEET;

THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST TANGENT TO SAID CURVE, A DISTANCE OF 3,730.49 FEET;

THENCE NORTH 14 DEGREES 04 MINUTES 28 SECONDS EAST, A DISTANCE OF 66.05 FEET;

THENCE NORTH 00 DEGREES 01 MINUTES 05 SECONDS EAST, A DISTANCE OF 76.65 FEET TO A **POINT OF TERMINATION**.

THE SIDELINES OF SAID EASEMENT ARE TO BE PROLONGED OR SHORTENED TO TERMINATE ON WEST AT THE WEST LINE OF SAID PARCEL 1 AND ON THE NORTH AT RIGHT ANGLES FROM SAID POINT OF TERMINATION.

CONTAINING 120,504 SQUARE FEET OR 2.766 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

ALL DISTANCES, AREAS, AND BEARINGS ARE GRID BASED ON OREGON STATE PLANE SOUTH NAD 83(2011 ADJUSTMENT).

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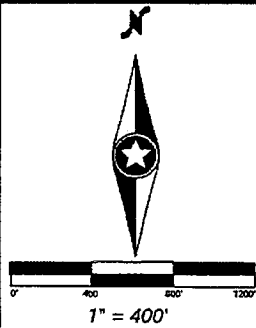
SKYSOL SOLAR PROJECT

KLAMATH COUNTY, OREGON

**ODFW Access
Easement #2**

SHEET: 2 OF 2
DATE: 11/02/2023

Real property subject to the Don and Sharon Rajnus Lease



NW CORNER SEC. 35,
TWP. 40 S., RGE. 11 E.
FOUND BRASS CAPPED 1
INCH IRON NEXT TO
STONE

GAVIN RAINUS LLC
R-4011-00000-07400-000
(NOT A PART)

KRISTIAN HERNANDEZ
R-4011-00000-006903-000
(NOT A PART)

PARCEL 1
DON & SHARON RAINUS
R-4011-00000-07400-000
SW 1/4 - NW 1/4

POINT OF COMMENCEMENT
W. 1/4 CORNER SEC. 35, TWP.
40 S., RGE. 11 E. FOUND 3 INCH
ALUMINUM CAPPED OLS 2442
NEXT TO STONES

N00°00'56"W
202.93

S89°19'28"E
59.66

N00°00'56"W
223.37

N89°59'46"W
157.38

S89°59'19"E
587.83

N89°59'55"E
367.90

EAST-WEST QUARTER LINE OF SECTION 35 &
SOUTH LINE OF PARCEL 1 OF LAND
PARTITION 1100-006, BEING A REPLAT OF
PARCEL 3 OF LAND PARTITION 11-96

POINT OF BEGINNING

N00°00'03"E
533.27

DON & SHARON RAINUS
R-4011-00000-07404-000
NW 1/4 - SW 1/4

N77°45'32"E
25.52

MARGARET L.
SNODGRASS
R-4011-00000-07200-000
(NOT A PART)

S89°55'56"E
270.35

N00°01'47"E
407.54

S87°41'20"W
118.22

S72°18'41"W
30

CHARLES & NAOMI SICAK
JOINT LIVING TRUST
R-4011-00000-07402-000
(NOT A PART)

PARCEL 2

197.21

495.54

345.92

LAND PARTITION 110-06

S89°57'14"E
154.98

EAST LINE OF PARCEL
1 OF LAND
PARTITION 1100-006,
BEING A REPLAT OF
PARCEL 3 OF LAND
PARTITION 11-96

S00°34'40"W 1186.88

S89°19'28"E 5313.88

GAVIN RAINUS LLC
R-4011-00000-06001-000
(NOT A PART)

EAST LINE OF
PARCEL 2 OF LAND
PARTITION 1100-006,
BEING A REPLAT OF
PARCEL 3 OF LAND
PARTITION 11-96

S00°34'39"W 1206.05

E. 1/4
CORNER
SEC. 35,
TWP. 40 S.,
RGE. 11 E.
FOUND 3
INCH
ALUMINUM
CAP

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 11, 2017
KRIS WROOLIE
92080

EXPIRES: 06/30/24

ADAMS POINT ROAD
(PER PARTITION PLAT 110-06)

SEE SHEET
2 OF 3

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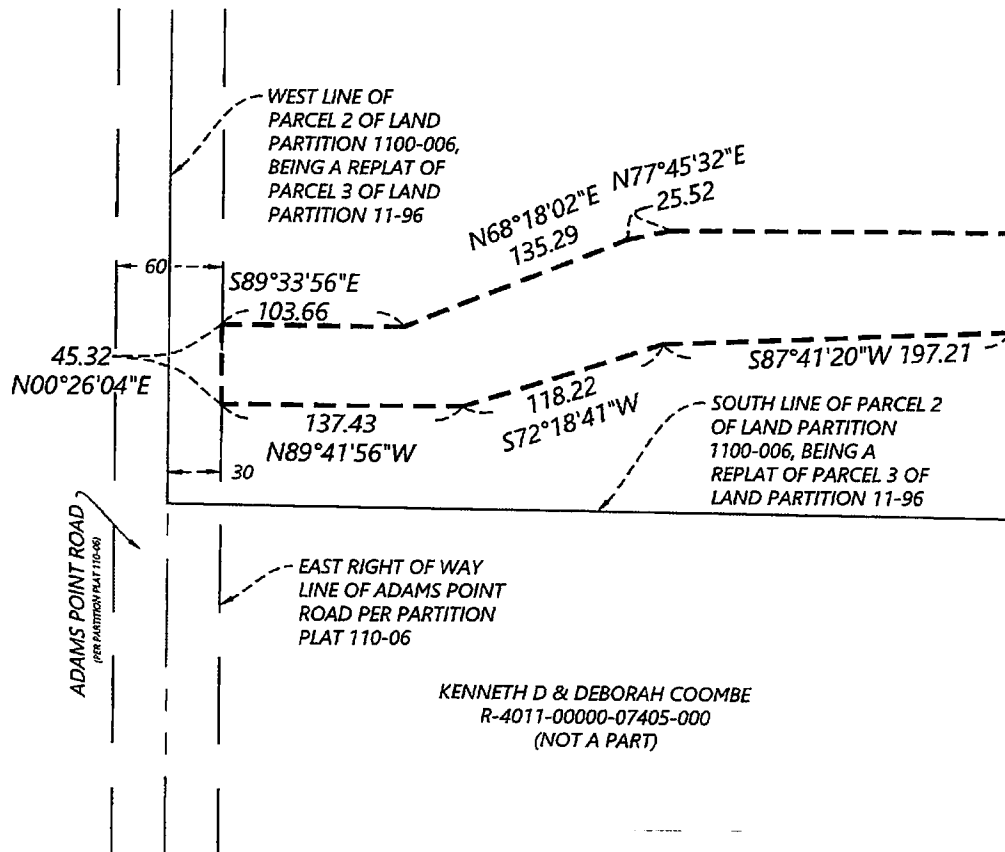
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**SKYSOL SOLAR
PROJECT**

KLAMATH COUNTY, OREGON

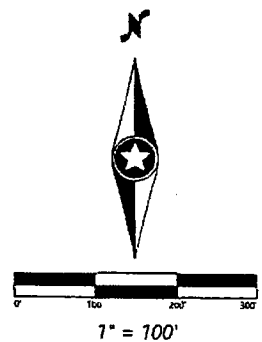
**Skysol Lease Area 1
Exhibit**

SHEET: 1 OF 3
DATE: 11/01/2023



LEGEND:

- FOUND MONUMENT (SEE LABEL)
- 16TH SECTION LINE
- - - SECTION AND QUARTER SECTION LINE
- RIGHT-OF-WAY LINE
- - - LEASE AREA
- PARCEL LINE



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SKYSOL SOLAR PROJECT

KLAMATH COUNTY, OREGON

**Skysol Lease Area 1
Exhibit**

SHEET: 2 OF 3
 DATE: 11/01/2023

A PORTION OF PARCEL 1 AND PARCEL 2 OF LAND PARTITION 110-06, BEING A REPLAT OF PARCEL 3 OF LAND PARTITION 11-96, SITUATED IN THE W1/2 OF SECTION 35, TOWNSHIP 40 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, RECORDED JANUARY 9, 2007 AS 2007-000380, RECORDS OF KLAMATH COUNTY, OREGON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 35 FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 35 BEARS NORTH 00 DEGREES 26 MINUTES 07 SECONDS EAST, A DISTANCE OF 2,641.66 FEET;

THENCE SOUTH 89 DEGREES 19 MINUTES 28 SECONDS EAST ALONG THE EAST-WEST QUARTER LINE OF SAID SECTION 35 SAME BEING THE SOUTH LINE OF SAID PARCEL 1, A DISTANCE OF 59.66 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 00 DEGREES 00 MINUTES 56 SECONDS WEST, A DISTANCE OF 202.93 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 19 SECONDS EAST, A DISTANCE OF 587.83 FEET;

THENCE NORTH 89 DEGREES 59 MINUTES 55 SECONDS EAST, A DISTANCE OF 367.90 FEET;

THENCE NORTH 00 DEGREES 02 MINUTES 56 SECONDS EAST, A DISTANCE OF 575.66 FEET;

THENCE NORTH 22 DEGREES 24 MINUTES 31 SECONDS EAST, A DISTANCE OF 425.74 FEET;

THENCE SOUTH 89 DEGREES 57 MINUTES 14 SECONDS EAST, A DISTANCE OF 154.98 FEET TO THE EAST LINE OF SAID PARCEL 1;

THENCE SOUTH 00 DEGREES 34 MINUTES 40 SECONDS WEST ALONG SAID EAST LINE, A DISTANCE OF 1186.88 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 1 AND THE EAST LINE OF SAID PARCEL 2;

THENCE SOUTH 00 DEGREES 34 MINUTES 39 SECONDS WEST ALONG SAID EAST LINE, A DISTANCE OF 1206.05 FEET;

THENCE NORTH 89 DEGREES 55 MINUTES 27 SECONDS WEST, A DISTANCE OF 345.92 FEET;

THENCE SOUTH 89 DEGREES 58 MINUTES 40 SECONDS WEST, A DISTANCE OF 495.54 FEET;

THENCE SOUTH 87 DEGREES 41 MINUTES 20 SECONDS WEST, A DISTANCE OF 197.21 FEET;

THENCE SOUTH 72 DEGREES 18 MINUTES 41 SECONDS WEST, A DISTANCE OF 118.22 FEET;

THENCE NORTH 89 DEGREES 41 MINUTES 56 SECONDS WEST, A DISTANCE OF 137.43 FEET TO THE EAST RIGHT OF WAY LINE OF ADAMS POINT ROAD PER PARTITION PLAT 110-06;

THENCE NORTH 00 DEGREES 26 MINUTES 04 SECONDS EAST ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 45.32 FEET;

THENCE SOUTH 89 DEGREES 33 MINUTES 56 SECONDS EAST, A DISTANCE OF 103.66 FEET;

THENCE NORTH 68 DEGREES 18 MINUTES 02 SECONDS EAST, A DISTANCE OF 135.29 FEET;

THENCE NORTH 77 DEGREES 45 MINUTES 32 SECONDS EAST, A DISTANCE OF 25.52 FEET;

THENCE SOUTH 89 DEGREES 55 MINUTES 56 SECONDS EAST, A DISTANCE OF 270.35 FEET;

THENCE NORTH 00 DEGREES 01 MINUTE 47 SECONDS EAST, A DISTANCE OF 407.54 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 05 SECONDS WEST, A DISTANCE OF 328.53 FEET;

THENCE NORTH 00 DEGREES 00 MINUTES 03 SECONDS EAST, A DISTANCE OF 533.27 FEET;

THENCE NORTH 89 DEGREES 59 MINUTES 46 SECONDS WEST, A DISTANCE OF 157.38 FEET;

THENCE NORTH 00 DEGREES 00 MINUTES 56 SECONDS WEST, A DISTANCE OF 223.97 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1,779,966 SQUARE FEET OR 40.862 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

ALL DISTANCES, AREAS, AND BEARINGS ARE GRID BASED ON OREGON STATE PLANE SOUTH NAD 83(2011 ADJUSTMENT)

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SKYSOL SOLAR PROJECT

KLAMATH COUNTY, OREGON

Skysol Lease Area 1
Exhibit

SHEET: 3 OF 3
DATE: 11/01/2023

Real property subject to the Easement

LEGAL DESCRIPTION
ACCESS EASEMENT

A 30.00 FOOT WIDE STRIP OF LAND, BEING A PORTION OF THOSE LANDS AS DESCRIBED IN THAT CERTAIN WARRANTY DEED, RECORDED FEBRUARY 8, 1983 IN DEED VOLUME M 83, PAGE 1908, KLAMATH COUNTY, OREGON DEED RECORDS AND LYING WITHIN THE NORTHEAST QUARTER (NE1/4) OF SECTION 25, TOWNSHIP 40 SOUTH, RANGE 11 EAST, WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EASTERLY 70.00 FEET OF SAID NE1/4 OF SECTION 25 AND BEING BOUND ON THE NORTH BY THE SOUTHWESTERLY RIGHT-OF-WAY OF HARPOLD ROAD (*MALIN-BONANZA HIGHWAY / POE VALLEY-MALIN HIGHWAY*) AND BEING BOUND ON THE SOUTH BY THE NORTHERLY BOUNDARY LINE OF PARCEL 1, LAND PARTITION 18-12,

~~EXCLUDING THEREFROM:~~ AN EXISTING 40 FOOT ROAD EASEMENT PER DEED VOLUME M91, PAGE ~~203672~~,²¹⁶⁷¹ KLAMATH COUNTY, OREGON DEED RECORDS.

TOGETHER WITH: COMMENCING FROM THE NORTHEAST CORNER OF SAID PARCEL 1, WHICH BEARS SOUTH 01°09'53" EAST, 631.41 FEET, MORE OR LESS, FROM A 5/8 INCH IRON ROD WITH 1-1/2 INCH ALUMINUM CAP MARKING THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 40 SOUTH, RANGE 12 EAST, WILLAMETTE MERIDIAN; THENCE ALONG SAID NORTHERLY BOUNDARY LINE OF PARCEL 1, SOUTH 88°57'49" WEST, 70.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY LINE, SOUTH 88°57'49" WEST, 36.97 FEET; THENCE LEAVING SAID NORTHERLY BOUNDARY LINE, NORTH 16°10'27" EAST, 124.05 FEET TO THE WEST SIDELINE OF SAID 30.00 FOOT WIDE STRIP; THENCE ALONG SAID WEST SIDELINE OF 30.00 WIDE STRIP, SOUTH 01°09'53" EAST, 118.50 FEET TO THE POINT OF BEGINNING.

THIS DESCRIPTION CONTAINS 45,181 SQUARE FEET, MORE OR LESS.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

BEARINGS BASED ON UTM ZONE 10.

