

Prepared by and return to:

Swiss Krono OR, LLC
c/o Swiss Krono, LLC
810 Technology Drive
Barnwell, SC 29812

**First American Title Insurance
Company NCS-1270340-OR1**

MEMORANDUM OF OPTION AND RIGHT OF FIRST REFUSAL

This **MEMORANDUM OF OPTION AND RIGHT OF FIRST REFUSAL** (“**Memorandum**”) is made effective as of August 25, 2025 (the “**Effective Date**”) by and between Collins Products LLC, an Oregon limited liability company, whose address is 29100 Town Center Loop W., Suite 300, Wilsonville, OR 97070 (“**Optionor**”), to be indexed as **GRANTOR**, and Swiss Krono OR, LLC, a South Carolina limited liability company, having an address of 810 Technology Drive, Barnwell, South Carolina 29812 (“**Optionee**”), to be indexed as **GRANTEE**.

RECITALS

WHEREAS, Optionor and Optionee entered into that certain Right of First Refusal and Option Agreement dated August 25, 2025 (the “**Option Agreement**”), whereby Optionor has granted to Optionee a right of first refusal and the option to purchase Grantor’s subleasehold interest in that certain real property located in the Klamath County, Oregon (the “**Property**”), as further described on Exhibit A attached hereto and made a part hereof.

NOW, THEREFORE, Optionor and Optionee hereby agree as follows:

1. Grant of Option/Right of First Refusal. For good and valuable consideration, on terms more described in the Option Agreement, Optionor has granted to Optionee (a) a right of first refusal relating to bona fide third party offers to Purchase all or a portion of Grantor’s leasehold interest in the Property (the “**ROFR**”), and (b) an option to purchase all of Grantor’s leasehold interest in the Property (the “**Option**”).
2. Term of Option and Right of First Refusal. The term of the Option commenced on the Effective Date and expires at 11:59 p.m. (Pacific Time) on the tenth (10th) anniversary of the Effective Date (the “**Option Period**”). If the Option is not exercised prior to the expiration of the Option Period, the Option Agreement shall terminate and Optionee shall thereafter have no interest in the Property and this Memorandum shall then be of no further force or effect. The period for exercising the ROFR commenced on the Effective Date and expires at 11:59 p.m. (Pacific Time) on the tenth (10th) anniversary of the Effective Date (the “**ROFR Period**”).
3. Incorporation by Reference. This Memorandum is prepared for the purpose of providing notice of the existence of the Option Agreement and shall not alter or affect in any way

the rights and obligations of Optionor and Optionee under the Option Agreement. In the event of any inconsistency between this Memorandum and the Option Agreement, the terms of the Option Agreement shall control.

4. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

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OPTIONOR:

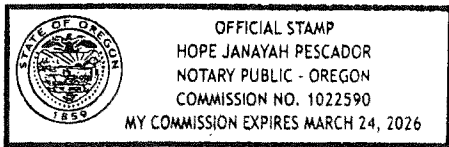
Collins Products LLC,
an Oregon limited liability company

By: Thomas A. Insko
Name: Thomas A. Insko
Title: President & Chief Executive Officer

STATE OF OREGON)
)SS:
County of Clackamas)

This instrument is acknowledged before me on this 8th day of August, 2025, by Thomas A. Insko as President & Chief Executive Officer of Collins Products LLC.

Hope Janah Pescador
Notary Public for the State of Oregon
My Commission Expires: March 24th 2026



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OPTIONEE:

Swiss Krono OR, LLC,

a South Carolina limited liability company

By: [Signature]

Name: J. Aaron Johnson

Its: General Manager and President

By: [Signature]

Name: Stephen Carroll

Its: Head of Production

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA)

) ss:

COUNTY OF LEXINGTON)

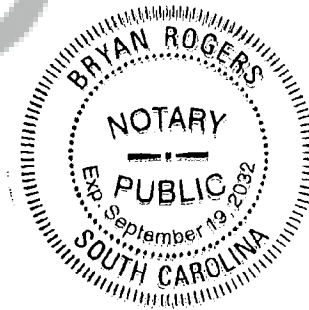
On this, the 13 day of August, 2025, before me a notary public, the undersigned officer, personally appeared J. Aaron Johnson, who acknowledged himself to be General Manager and President, and Stephen Carroll, who acknowledged himself to be Head of Production, each of Swiss Krono OR, LLC, and that each of whom as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Bryan Rogers

Notary Public for the State of South Carolina

My commission expires: 9/19/2032



**Exhibit A to Memorandum of
Right of First Refusal and Option Agreement**

Legal Description

A tract of land, being a portion of Parcel 1 shown on County Survey 1421, located in Section 13 of Township 39 South, Range 08 East of the Willamette Meridian being more particularly described as follows:

That portion of Parcel 1 of said County Survey lying between the OLD Highway 66 right of way, as shown on ODOT Drawing Number 1B-23-4, and the new Highway 66 right of way, as shown on ODOT Drawing 9B-7-18. Excluding therefrom any portion lying within Parcel 2 of said County Survey.

TOGETHER WITH the following described tract, being a part of said Parcel 1 and lying southeasterly of said new Highway 66 right of way:

Commencing at the southwest corner of said Section 13, monumented by a 1 ½" pipe; thence, along the west line of said section, North 00°22'38" East, 1214.30 feet to the south right of way of Oregon Highway 66 per ODOT Drawing Number 9B-7-18, being South 00°22'38" West, 64.74 feet from a 5/8" rod with a yellow plastic cap stamped "CWEC"; thence, along said right of way, North 55°24'47" East, 665.78 feet to the TRUE POINT OF BEGINNING; thence continuing along said right of way the following seven (7) courses: North 55°24'47" East, 221.38 feet; thence, along an offset spiral curve to the left, having a chord bearing of North 54°28'10" East, 379.87 feet; thence along a 3919.82 foot radius curve to the left, through a central angle of 4°33'10" (the long chord of which bears North 50°19'27" East, 311.40 feet), an arc distance of 311.48 feet; thence, along an offset spiral curve to the left, having a chord bearing of North 46°10'44" East, 379.87 feet; thence North 45°14'07" East, 1505.65 feet; thence, along an offset spiral curve to the left, having a chord bearing of North 43°31'54" East, 458.68 feet; thence along a 2646.48 foot radius curve to the left, through a central angle of 4°41'31" (the long chord of which bears North 37°49'37" East, 216.66 feet), an arc distance of 216.72 feet; thence, leaving said right of way and going along the west boundary of that property described in Deed Vol. M66 Page 5520 recorded in the Klamath County Clerk's Office, South 24°53'48" East, 585.99 feet; thence, along the south boundary of said property, North 73°20'39" East, 350.83 feet to the northerly extension of the westerly right of way line of 4th Street of West Klamath; thence, along said westerly line of 4th Street and the northerly extension thereof, South 17°00'48" East, 1226.17 feet; thence, leaving said west line, South 65°01'21" West, 3274.41 feet; thence North 26°15'12" West, 120.00 feet; thence South 65°15'21" West, 180.06 feet; thence North 26°15'12" West, 125.31 feet; thence North 65°15'21" East, 17.00 feet; thence North 25°03'24" West, 448.62 feet; thence North 80°28'17" West, 19.69 feet; thence North 30°00'44" West, 60.67 feet to the True Point of Beginning.

Said portions containing a total of 115.89 acres, more or less.

Basis of Bearings is per the Oregon Coordinate Reference System Bend-Klamath Falls Zone.