

Wasco County
Board of County Commissioners
511 Washington St., Ste 302
The Dalles, OR 97058

December 4, 2024

RE: Acknowledgement re: Daybreak Solar, LLC

To whom it may concern:

Bakeoven Solar, LLC ("**Bakeoven**") and Wasco County, a political subdivision of the State of Oregon (the "**County**") have entered into that certain Road Use Agreement dated as of August 19, 2020, (the "**Road Use Agreement**"). Pursuant to Section 12 of the Road Use Agreement, Bakeoven partially assigned the Road Use Agreement to Daybreak Solar, LLC ("**Daybreak**") and Pacific Wind Development LLC ("**Pacific Wind**"), each an affiliated entity under common control with Bakeoven, in that certain Partial Assignment and Assumption Agreement dated September 16, 2024, and recorded in the Wasco County Records as Instrument No. 2024-002316. This Acknowledgment is provided to and for the benefit of The Huntington National Bank, in its capacity as collateral agent ("**Collateral Agent**") for the benefit of AG-HBAN Trust (the "**Secured Party**") providing financial accommodations to Daybreak (the "**Financing**"). Capitalized terms not otherwise defined herein have the meanings assigned such terms in the Road Use Agreement.

The County acknowledges the Financing and, notwithstanding Section 12 of the Road Use Agreement, the County confirms that the County's consent to the granting of a security interest in the Road Use Agreement by Daybreak and membership interest therein pursuant to certain security agreements (together, the "**Security Agreements**") as a part of the Financing is not required. The County's acknowledgement that consent is not required for the grant of the foregoing security interests shall not impact the applicability of Section 12 of the Road Use Agreement to any other transaction including, but not limited to, assignment of the Road Use Agreement or interest in Daybreak (other than as provided in the Security Agreements). For the avoidance of doubt, the County and Daybreak acknowledge that any assignment of the Road Use Agreement or in Daybreak other than pursuant to the Security Agreements shall continue to be governed by Section 12 of the Road Use Agreement. Upon exercise of its rights under the Security Agreements, Collateral Agent or Secured Party shall: give written notice of such exercise to the County at the address identified above, which notice shall include a new primary contact name and contact information and shall be bound by the Road Use Agreement.

Except as expressly set forth herein, this Acknowledgement shall not by implication or otherwise modify, amend, limit, impair, constitute a waiver of, or otherwise affect the rights, obligations and remedies of either the County or Daybreak under the Road Use Agreement, all of which remain in full force and effect.

The invalidity or unenforceability of any provision of this Acknowledgement shall not affect the validity or enforceability of any other provision of this Acknowledgement, which shall remain in full force and effect.

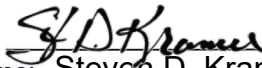
This Acknowledgement may be executed in one or more counterparts, each of which will be deemed to be an original of this Acknowledgement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Acknowledgement and of signature pages by Portable Document Format (i.e., PDF), or by other electronic means shall constitute effective execution and delivery of this Acknowledgement as to the parties and may be used in lieu of the original Acknowledgement for all purposes.

This Acknowledgement may not be modified, amended or rescinded except pursuant to an instrument in writing signed by all parties hereto.

Sincerely,

**WASCO COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF OREGON**

WASCO COUNTY BOARD OF COMMISSIONERS

By: 
Name: Steven D. Kramer
Title: Commission Chair

By: 
Name: Scott C. Hege
Title: Vice-Chair

By: 
Name: Philip L. Brady
Title: County Commissioner

WASCO COUNTY ROADMASTER

By: 
Name: Arthur Smith
Title: Public Works Director

APPROVED AS TO FORM:

By: 
Name: Kristen Campbell
Title: County Counsel

ACCEPTED AND AGREED:

DAYBREAK SOLAR, LLC

Signed by:
By: Sara Parsons
Name: Sara Parsons
Title: Authorized Representative

DocuSigned by:
By: Stephanie La Pier
Name: Stephanie La Pier
Title: Authorized Representative

THE HUNTINGTON NATIONAL BANK

DocuSigned by:
By: Rochelle Thomas
Name: Rochelle Thomas
Title: Authorized Signer

CC: Kristen Campbell
County Counsel