

2017-008684

Klamath County, Oregon

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Fee: \$77.00



Return to: Blanco Tackabery & Matamoros, P.A.
110 South Stratford Road, Suite 500
Winston-Salem, NC 27104

STATE OF OREGON)
)
COUNTY OF KLAMATH) **AMENDED & RESTATED MEMORANDUM OF
LAND LEASE AND SOLAR EASEMENT**
(Cross Reference: Book 2015, Page 010306)

THIS AMENDED & RESTATED MEMORANDUM OF LAND LEASE AND SOLAR EASEMENT ("Memorandum") is entered into this 15 day of June, 2017, by and between **PETER NEVIN and spouse, MALINDA NEVIN** (collectively the "Owner"), and **WOODLINE SOLAR, LLC**, an Oregon limited liability company ("Tenant;" Owner and Tenant are sometimes referred to individually as a "Party" and, collectively, as the "Parties").

RECITALS:

- A. Owner and OneEnergy Oregon Solar, LLC, an Oregon limited liability company ("Original Tenant"), entered into that certain Land Lease and Solar Easement, dated November 27, 2013, as assigned from Original Tenant to Tenant pursuant to that certain Assignment and Assumption of Land Lease and Solar Easement, dated [____], 2014, as amended by that certain First Amendment to Land Lease and Solar Easement by and between Owner and Tenant, dated April 21, 2015, as further amended by that certain Second Amendment to Land Lease and Solar Easement by and between Owner and Tenant, dated August 24, 2015, as further amended by that certain Third Amendment to Land Lease and Solar Easement by and between Owner and Tenant, dated June 15, 2017 (collectively, the "Lease"), for certain real property located in Klamath County, Oregon.
- B. Owner and Original Tenant provided record notice of the Lease in that certain Memorandum of Lease recorded on September 17, 2015, in Book 2015, Page 010306, Klamath County Public Registry (the "Original MOL").
- C. The Parties desire to amend and restate the Original MOL in its entirety.

NOW, THEREFORE, for and in consideration the promises, covenants and agreements of the Parties and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Capitalized terms used herein, and not otherwise defined, shall have the same meanings assigned to them in the Lease. All of the terms and conditions of the Lease are incorporated herein by this reference.

2. The Term of the Lease began on November 27, 2013, and continues for a period of twenty-six (26) years following the commencement of the Occupation Period. Tenant has the right to extend the Term for one (1) additional ten (10) year period.

3. Pursuant to the Lease, Owner leases to Tenant that certain property in Klamath County, Oregon, said leased premises being legally described as set forth on Exhibit A, attached hereto and incorporated herein (the "Solar Premises").

4. The solar photovoltaic power generating facility, all related equipment and all other improvements installed, owned and operated by Tenant, its affiliates or equipment lessors, and located from time to time upon the Owner's Property and/or the Solar Premises is referred to herein as the "Tenant's Property."

5. Tenant's Property shall not be deemed to be permanent fixtures. Tenant's Property shall be deemed to be Tenant's personal property and Owner shall have no right, title or interest in Tenant's Property. Further, Owner has waived any and all rights it may have to place a lien on Tenant's Property.

6. Pursuant to the Lease, Owner has granted to Tenant multiple easements over and across the Owner's Property (including over and across certain property outside and/or adjacent to the Owner's Property) and the Solar Premises, including, without limitation, an easement for ingress and egress to and from the Solar Facilities, a utilities easement for planning, designing, constructing installing, operating, and maintaining electrical wiring, distribution and transmission lines, and communications lines, and a solar easement granting Tenant the sole right to capture unimpeded solar insolation throughout the Solar Premises. Further, Owner shall not install or permit to be installed any structure (including trees or other vegetation) that may impair the solar insolation on the Solar Premises.

7. The Lease also provides that when giving notice to Tenant of any default by Tenant under this Lease, Owner shall also provide a copy of such notice to Firststar Development, LLC, Solar Development Lending, LLC, Live Oak Banking Company and any other party with an interest in Tenant, the Tenant's Property, the environmental attributes and the environmental incentives of the Tenant's Property, or in Tenant's leasehold, the existence of such interest being noticed in writing by Tenant to Owner (together with their respective successors and assigns, the "Notice Parties"). Each Notice Party shall be considered a "Finance Party" as such term is defined in Section 6.1 of the Lease and shall be entitled to all of the rights afforded to a Finance Party pursuant to Section 6.1 of the Lease (such rights collectively being referred to as the "Notice Parties' Enforceable Rights"). The Notice Parties are third party beneficiaries of the

Notice Parties' Enforceable Rights and are relying on the Notice Parties' Enforceable Rights to protect their respective interests in Tenant, in Tenant's Property, in Tenant's leasehold and/or in the use, operation and/or leasing of Tenant's Property and all other of the Notice Parties' rights related thereto. Subject to Section 6.1 of the Lease, each of the Notice Parties is entitled to the rights and benefits of the Notice Parties' Enforceable Rights and may enforce such Notice Parties' Enforceable Rights as if it were a party to the Lease. The notice described above shall not be effective against a Notice Party unless and until received by such Notice Party. Notice to each of the Notice Parties identified above shall be delivered to:

Firststar Development, LLC
c/o U.S. Bancorp Community
Development Corporation
1307 Washington Avenue, Suite 300
St. Louis, MO 63103
Attn: Director of Asset
Management/Project # []

with copies to:

Nixon Peabody
799 9th Street NW
Suite 500
Washington, DC 20001-4501
Attn: Michael J. Goldman

Solar Development Lending, LLC
c/o MMA Energy Capital, LLC
3600 O'Donnell Street, Suite 600
Baltimore, MD 21224
Attention: Bob Hopper

with copies to:

Gallagher Evelius & Jones LLP
218 North Charles Street, Suite 400
Baltimore, MD 21201
Attention: Matthew L. Pirnot

Live Oak Banking Company
1741 Tiburon Drive
Wilmington, NC 28403
Attn: Loan Servicing

with copies to:

Wielechowski & Fuller, P.C.
201 South Tryon Street
Suite 1210
Charlotte, NC 28202
Attn: Mike Wielechowski

or such other address as such Notice Party may hereafter designate in writing to the other Notice Party(ies) and Owner and Tenant. All notices by Owner and by Tenant shall also be delivered to each of the Notice Parties. All notices, elections, demands, requests, payments and other communications sent to a Notice Party shall be in writing, signed by the party making the notice and shall be sent by (i) certified or registered United States mail, postage pre-paid, or (ii) national overnight courier service that provides tracking and receipt of acknowledgement.

9. Pursuant to the terms of the Lease, Tenant is permitted to mortgage its interest in the Lease and/or collaterally assign Tenant's interest in the Lease to a Finance Party without the Owner's prior consent.

10. Nothing contained herein shall modify the Lease, and in the event of a conflict between the provisions of the Lease and the provisions of this Memorandum, the provisions of the Lease shall control.

[SEPARATE SIGNATURE PAGES ATTACHED]

[Signature Page to Amended and Restated Memorandum of Land Lease and Solar Easement]

IN WITNESS WHEREOF, the undersigned have executed this Memorandum by authority duly given and effective as of the date first written above.

OWNER:

By: *Peter Nevin*
Peter Nevin

By: *Malinda Nevin*
Malinda Nevin

STATE OF Oregon

COUNTY OF Klamath

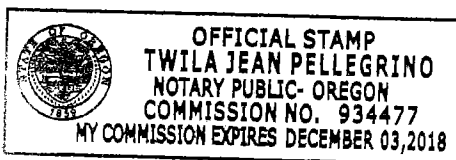
I certify that the following persons personally appeared before me this day, acknowledging to me that he signed the foregoing instrument: Peter Nevin and Malinda Nevin.

WITNESS my hand and official stamp or seal, this 7th day of June, 2017.

Twila Jean Pellegrino
Notary Public - Oregon
Printed Name: Twila Pellegrino

My Commission Expires: 12-3-2018

[AFFIX NOTARIAL STAMP OR SEAL]



[Signature Page to Amended and Restated Memorandum of Land Lease and Solar Easement]

IN WITNESS WHEREOF, the undersigned has executed this Memorandum by authority duly given and effective as of the date first written above.

TENANT:

WOODLINE SOLAR, LLC

By: Pine Gate Energy Capital, LLC, a North Carolina limited liability company, its Member/Manager

By: Pine Gate Renewables, LLC, a North Carolina limited liability company, its Manager

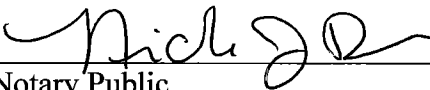
By: 
Name: Zoë Gamble Hanes
Title: Manager

STATE OF North Carolina

COUNTY OF Buncombe

I certify that the following person personally appeared before me this day, acknowledging to me that he signed the foregoing instrument: Zoë Gamble Hanes, a Manager of Pine Gate Renewables, LLC, a North Carolina limited liability company, the Manager of Pine Gate Energy Capital, LLC, a North Carolina limited liability company, the Member/Manager of Woodline Solar, LLC, an Oregon limited liability company.

WITNESS my hand and official stamp or seal, this 15 day of June, 2017.


Notary Public
Printed Name: Nicole J Dodson

My Commission Expires:

10/19/19

[AFFIX NOTARIAL STAMP OR SEAL]

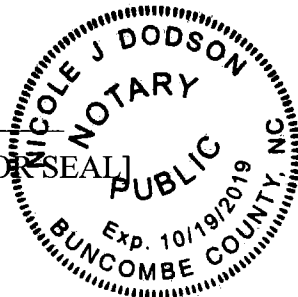


EXHIBIT A
Memo of Lease
[Solar Premises]

REAL PROPERTY SITUATED IN THE N1/2 OF SECTION 31, TOWNSHIP 38 SOUTH, RANGE 11 1/2 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF PARCEL 2 OF "LAND PARTITION 6-03" THAT LIES WITHIN SECTION 31 OF SAID TOWNSHIP 38 SOUTH, RANGE 11 1/2 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.