

2017-008689

Klamath County, Oregon

08/02/2017 03:01:00 PM

Fee: \$77.00

Prepared by and after recording return to:

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

Send Tax Statements to:

NO CHANGE

SITE ACCESS LICENSE AGREEMENT

THIS SITE ACCESS LICENSE AGREEMENT ("Access Agreement") is made effective as of the 2 day of August 2017 (the "Effective Date"), by and among **Woodline Solar, LLC**, an Oregon limited liability company ("Farm"), **PGR Lessee D, LLC**, a North Carolina limited liability company ("Master Tenant") and **Firststar Development, LLC**, a Delaware limited liability company ("Firststar"). Farm, Master Tenant and Firststar are referred to herein collectively as the "Parties" and individually as a "Party"

RECITALS

WHEREAS, pursuant to that certain Land Lease and Solar Easement entered into on November 27, 2013 by and between Peter and Malinda Nevin (collectively the "Site Landlord") and OneEnergy Oregon Solar LLC, an Oregon limited liability company, Farm, as assigned to Farm, pursuant that certain Notice of Assignment of Solar Lease dated August 6, 2014, amended by that certain First Amendment to Land Lease and Solar Easement dated April 21, 2015, as amended by that certain Second Amendment to Land Lease and Solar Easement dated August 24, 2015, as further amended by that certain Third Amendment to Land Lease and Solar Easement dated June 15, 2017 (as such may be further amended from time-to-time, collectively, the "Ground Lease"), and as reflected in the certain Memorandum of Land Lease and Solar Easement recorded on September 17, 2015 as Document No. 2015-010306 in the Official Records of Klamath County, Oregon as amended and restated by that certain Amended and Restated Memorandum of Land Lease and Solar Easement recorded on August 2, 2017 as Document No. 2017-008684 in the Official Records of Klamath County, Oregon, the Farm leases from Site Landlord certain real property and improvements as more particularly described on Exhibit "A" attached hereto and by reference incorporated herein (hereinafter, the "Premises.")

WHEREAS, pursuant to Ground Lease, Farm is authorized to install, operate, maintain, repair, replace and remove a solar photovoltaic array collection and electricity generating system (the "System") located on the Premises.

WHEREAS, pursuant to that certain to be executed Master Lease, by and between Farm, as lessor, and Master Tenant, as lessee (the "Master Lease"), Farm will lease the equipment to Master Tenant to operate and maintain the System for the term of the Master Lease.

WHEREAS, Firststar is the owner of ninety-nine percent (99%) of the ownership interests in Master Tenant.

WHEREAS, the Master Tenant has agreed to generate and sell energy produced by its respective System pursuant to that certain Power Purchase Agreement, dated as of June 5, 2015, by and between Farm and PacifiCorp (d/b/a Pacific Power & Light Company), an Oregon corporation (or its successor and assigns) (the "PPA").

WHEREAS, Farm desires to grant access to the Premises to Firststar and Master Tenant, in order to allow the Master Tenant to perform its duties and obligations under the Master Lease.

NOW, THEREFORE, in consideration of good and valuable considerations, including, without limitation, and where applicable, each Party's respective duties and obligations under the Master Lease, Ground Lease and the PPA, the Parties agree as follows:

1. Term. From and after the Effective Date, and continuing until the earlier of the termination of (x) Ground Lease and/or (y) the Master Lease and solely with respect to Firststar, only for so long as Firststar shall be an owner of Master Tenant, Farm grants to Firststar and Master Tenant the right to access the Premises and to conduct all activities necessary for such entity, as the case may be, to perform its obligations and to enjoy its rights under the PPA and the Master Lease, as applicable, including but not limited to the operation, maintenance, service, repair and removal of the System in accordance with the terms and provisions of Ground Lease, the PPA and the Master Lease.

2. Ground Lease. Firststar and Master Tenant hereby agree to comply with the terms and conditions of Ground Lease and to suffer no action or inaction that would cause Farm to violate the terms and conditions therein.

3. Indemnification. Firststar and Master Tenant hereby agree, on an individual basis, to protect, indemnify, defend and hold harmless Farm, along with its employees, tenants, invitees, contractors, lenders (including, without limitation, Solar Construction Lending, LLC, and its successors and assigns) and agents from any and all claims, losses, damages, expenses, liabilities, demands and causes of action arising from, caused by, related to or involving the (i) entry onto or use of the Premises by Firststar or Master

Tenant, as the case may be, or by each entity's contractors, agents and/or consultants ("Master Tenant's Consultants") including, but not limited to, performance of construction or maintenance work relating to the System, or (ii) any acts, omissions or negligence of Firststar, Master Tenant or Master Tenant's Consultants.

4. No Modification. Nothing herein shall be deemed to modify or amend the terms and provisions of Ground Lease, the PPA or the Master Lease or limit any party's duties, obligations, rights and interests thereunder.

[SEPARATE SIGNATURE PAGES ATTACHED]

SEPARATE SIGNATURE PAGE OF WOODLINE SOLAR, LLC
TO SITE ACCESS LICENSE AGREEMENT

IN WITNESS WHEREOF, the Parties have caused this instrument to be executed as of
the day and year first above written.

WOODLINE SOLAR, LLC
an Oregon limited liability company

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: [Signature]
Name: Zoë Gamble Hanes
Title: Manager

STATE OF North Carolina
COUNTY OF Mecklenburg

I certify that the following person personally appeared before me this day,
acknowledging to me that she 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.

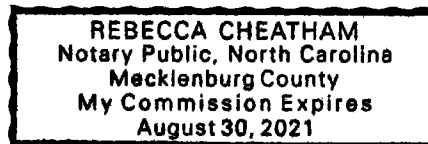
WITNESS my hand and official stamp or seal, this 5th day of June, 2017.

[Signature]
Notary Public
Printed Name: Rebecca Cheatham

My Commission Expires:

8/30/21

[AFFIX NOTARIAL STAMP OR SEAL]



**SEPARATE SIGNATURE PAGE OF PGR LESSEE D, LLC
TO SITE ACCESS AGREEMENT**

IN WITNESS WHEREOF, the Parties have caused this instrument to be executed as of the day and year first above written.

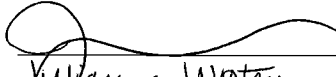
**SIGNED, SEALED AND
DELIVERED IN THE
PRESENCE OF :**

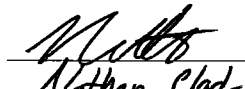
PGR LESSEE D, LLC,
a North Carolina limited liability company

By: PGR Manager D, LLC, a North Carolina
limited liability company, its Manager

By: PINE GATE ASSETS, LLC, a North Carolina
limited liability company, its Manager

By: PINE GATE RENEWABLES, LLC, a North
Carolina limited liability company, its Manager


Julianne Wooten
Witness #1



Nathan Clark
Witness #2

By: 
Name: Zoë Gamble Hanes
Its: Manager

STATE OF North Carolina
COUNTY OF Mecklenburg

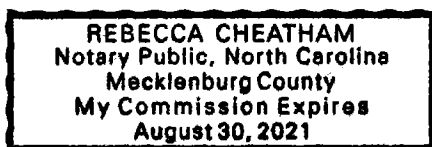
I, the undersigned notary, certify that the following person personally appeared before me this day, acknowledging to me that she voluntarily signed the foregoing document for the purposes stated therein and in the capacity indicated: Zoë Gamble Hanes, a Manager of Pine Gate Renewables, LLC, a North Carolina limited liability company, the Manager of Pine Gate Assets, LLC, a North Carolina limited liability company, the Manager of PGR Manager D, LLC, a North Carolina limited liability company, the Manager of PGR Lessee D, LLC, a North Carolina limited liability company.

Date: 6/5/17


Notary Public Rebecca Cheatham

(Official Seal)

My Commission Expires: 8/30/21



SEPARATE SIGNATURE PAGE OF FIRSTAR DEVELOPMENT, LLC
TO SITE ACCESS AGREEMENT

IN WITNESS WHEREOF, the Parties have caused this instrument to be executed as of
the day and year first above written.

SIGNED, SEALED AND
DELIVERED IN THE
PRESENCE OF :

FIRSTAR DEVELOPMENT, LLC
a Delaware limited liability company

By: Eric Barr

Whitney Hauge
Witness #1

Its: A.V.P.
Eric Barr

Julie Bierman
Witness #2

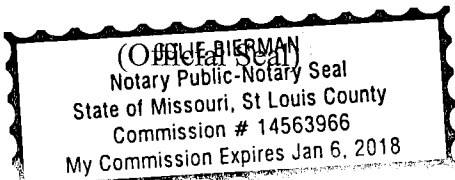
STATE OF MO

COUNTY OF St Louis

I, Julie Bierman, a Notary Public of the County and State
aforesaid, certify that Eric Barr the AVP of
Firstar Development, LLC personally appeared before me this day and acknowledged the due
execution of the foregoing instrument.

Date: July 11, 2017

Julie Bierman
Notary Public



My Commission Expires: 1-6-18

Exhibit "A"

The "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.