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AFTER RECORDING RETURN TO:

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Klamath County, Oregon
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SEND TAX STATEMENTS TO:

c/o Heelstone Energy
191 W. Nationwide Boulevard
Suite 600
Columbus, OH 43215
Attention: Asset Management/Chiloquin – Chiloquin Solar LLC

**FIRST AMENDMENT
TO LINE OF CREDIT LEASEHOLD DEED OF TRUST, ASSIGNMENT OF RENTS
AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING
(SECURITY FOR CONSTRUCTION LOAN)**

THIS FIRST AMENDMENT TO LINE OF CREDIT LEASEHOLD DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING (SECURITY FOR CONSTRUCTION LOAN) (this “**First Amendment**”) is made by and entered into as of December 5, 2017 (the “**Effective Date**”), by **CHILOQUIN SOLAR LLC**, an Oregon limited liability company (“**Grantor**”), whose address is c/o Heelstone Energy 236 Third Street, Baton Rouge, LA 70801, Attention: General Counsel, for the benefit of **SAS MORTGAGE HOLDINGS TRUST I**, a Delaware statutory trust (“**Beneficiary**”), whose address is c/o Seminole Financial Services, 455 North Indian Rocks Road, Bellair Bluffs, Florida 33770, Attn: Tim Fetter.

RECITALS:

A. On July 12, 2017, Grantor did execute a certain Line of Credit Leasehold Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing (Security for Construction Loan) (“**Deed of Trust**”) in favor of Beneficiary’s predecessor-in-interest, Seminole Funding Resources, LLC, a Delaware limited liability company (“**Original Lender**”), recorded on July 12, 2017 as Instrument No. 2017-007766, Klamath County Records, encumbering certain real property located in Klamath, Oregon, as more particularly described in **Exhibits A and B** attached hereto and made a part hereof (the “**Property**”).

B. The Deed of Trust was executed pursuant to a certain Construction Loan Agreement dated July 12, 2017 (the “**Original Loan Agreement**”) and evidences a Promissory

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Note dated July 12, 2017, in the principal amount of Thirteen Million Eight Hundred Eighty-Five Thousand and 00/100 Dollars (\$13,885,000.00) (the “**Note**”).

C. Subsequent to the date of the Original Loan Agreement, Original Lender assigned its interests in and to the Loan and all Loan Documents (including the Deed of Trust) to Beneficiary pursuant to Section 10.1 of the Loan Agreement.

D. The Original Loan Agreement, the Note, and other Loan Documents have been amended on even date herewith pursuant to a certain First Omnibus Amendment to Loan Documents and a certain First Amendment to Construction Loan Agreement (collectively, the “**Loan Document Amendments**”), which incorporate master lease, master tenant, and subordination concepts and references as set forth therein (the Original Loan Agreement, as amended by the Loan Document Amendments, the “**Loan Agreement**”).

E. Grantor and Beneficiary have agreed to modify the Deed of Trust to incorporate similar concepts and references as provided in the Loan Document Amendments as more fully set forth herein.

NOW THEREFORE, in consideration of the foregoing, Beneficiary and Grantor agree as follows:

1. All definitions and terms used in the Deed of Trust and the Loan Documents are hereby incorporated into this First Amendment. All capitalized terms used in this First Amendment and not otherwise defined herein shall have the meanings given to them in the Deed of Trust, as amended hereby. As of the Effective Date, any and all references in Deed of Trust to Original Lender are hereby deleted and replaced with Beneficiary named above.

2. The term “Deed of Trust” shall mean that certain Line of Credit Leasehold Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing (Security for Construction Loan), and any and all amendments, modifications, renewals, extensions and/or restatements thereof.

3. The Deed of Trust is hereby amended as follows:

(a) Clause (l). The period at the end of clause (l) shall be deleted, and the following shall be added: “; provided that the collateral covered hereby (and the definition of Property) shall at all times exclude the Excluded Assets (as defined in the Loan Agreement referred to below).”

(b) Definition of Permitted Liens. The term “Permitted Liens” is referenced in the Deed of Trust and in the other Loan Documents, but is undefined therein. Accordingly, the following shall be added to the end of Section 1.1: “The term “Permitted Liens” shall mean liens in favor of Lender and any liens pursuant to the Master Lease or any other Project Agreement as set forth in the Loan Agreement.”

(c) Section 2.2(d). Before the first (1st) comma in Section 2.2(d), insert “and Permitted Exceptions”.

(d) Section 4. After the first (1st) comma, but before the words “this Deed of Trust”, insert “the Master Lease (as defined in the Loan Agreement),”.

(e) Section 5.1(b). Before the words “and Grantor”, insert “provided that the collateral covered hereby shall exclude any Excluded Assets,”.

(f) Section 5.2. After “Beneficiary shall” in the first (1st) line of Section 5.2, the following shall be added: “, subject to the Master Lease SNDA,”.

(g) Section 6.3. After “Beneficiary that” in the first (1st) line of Section 6.3, the following shall be added: “, except in respect of Permitted Liens and Permitted Exceptions,”.

(h) References to Master Lease SNDA. The clause “(but subject to the Master Lease SNDA)” shall be added to the following sections of the Deed of Trust:

i. Section 6.5. After the words “Event of Default”, but before the comma in the first (1st) line of Section 6.5.

ii. Section 7.3. After the word “Property”, but before the comma in the second (2nd) line of Section 7.3.

iii. Section 9.1. After the word “Grantor”, but before the comma in the second (2nd) line of Section 9.1.

(i) Section 9.9. After the word “whatsoever” in the fourth (4th) line of Section 9.9, the following shall be inserted: “(but in each case subject to the the Master Lease SNDA)”.

(j) Section 9.11. The following shall be added to the language within the parenthesis in the second (2nd) line of Section 9.11, after the words “Event of Default”: “and in each case subject to the Master Lease SNDA”.

(k) Section 10.17. After “Section 4” in the third (3rd) line of Section 10.17, the following shall be added: “provided that the rights and remedies of such person and their respective successors and assigns shall be subject to the Master Lease SNDA”.

4. In all other respects, except as expressly amended by this First Amendment, the Deed of Trust and all of the terms and conditions thereof as heretofore executed and recorded are hereby ratified and confirmed in their entirety.

[remainder of page intentionally left blank; signatures follow]

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed as of the Effective Date.

GRANTOR:

CHILOQUIN SOLAR LLC,
an Oregon limited liability company

By: [Signature]
William B. Owens, Jr., Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF Louisiana
Parish
COUNTY OF East Baton Rouge

I, the undersigned notary, certify that the following person personally appeared before me this day, acknowledging to me that he voluntarily signed the foregoing document for the purposes stated therein and in the capacity indicated: **William B. Owens, Jr., as Vice President of Chiloquin Solar LLC, an Oregon limited liability company.**

Date: Nov 13, 2017

Clinton G. Healey

Notary Public

(Official Seal)

My Commission Expires: at death

Clinton G. Healey
Notary Public, ID #146950
East Baton Rouge Parish
State of Louisiana
My commission is for life.

EXHIBIT A

DESCRIPTION OF LEASE

Lease Agreement dated March 2, 2017, as amended by that certain First Amendment to Lease Agreement dated June 5, 2017, as evidenced by that certain Amended and Restated Memorandum of Lease Agreement dated June 5, 2017 and recorded June 19, 2017 as Instrument No. 2017-002250 in the Official Records of Klamath County, Oregon.

EXHIBIT B

LEGAL DESCRIPTION

Certain real property located in the County of Klamath, State of Oregon, described as follows:

A Parcel of land being a portion of Parcel 3 of Major Land Partition 7-85, situated in the S 1/2 of the NE1/4, and the NE1/4 of the SE1/4 of Section 22, Township 34 South, Range 07 East of the Willamette Meridian, Klamath County, Oregon, Being more particularly described as follows:

Commencing at the East 1/4 corner of said Section 22; thence North 00°09'57" West, 1325.67 feet to the North line of the S1/2 of the NE1/4; thence, along said North line, North 89°58'33" West, 353.90 feet to the westerly Right-of-Way line of the Union Pacific Rail Road and the TRUE POINT OF BEGINNING; thence continuing along said westerly Right-of-Way line, along the arc of a 1507.69 foot radius curve to the left, through a central angle of 20°05'41" (the long chord of which bears South 10°06'06" West, 526.07 feet) an arc distance of 528.78 feet to a point of spiral; thence continuing along said westerly Right-of-Way line, along a spiral to the left, the long chord of which bears South 02°58'05" East, 187.29 feet; thence continuing along said westerly Right-of-Way line, North 84°25'48" East, 25.00 feet to a point of spiral; thence, continuing along said westerly Right-of-Way line, along a spiral to the left, the long chord of which bears South 07°45'07" East, 272.90 feet; thence, continuing along said westerly Right-of-Way line, South 08°56'42" East, 687.97 feet, to the North line of Tract 1314, Pine Ridge Ranches, a duly recorded subdivision on file at the Klamath County Clerk's Office; thence along said North line of said Tract 1314, North 89° 52' 22" West, 1925.97 feet; thence, leaving said North line, North 00° 10' 59" West, 120.00 feet; thence North 89° 52' 22" West 30.00 feet; thence, North 00° 10' 59" West, 1528.99 feet, to the North line of S1/2 of the NE1/4 line; thence along said North line, South 89° 58' 33" East, 1875.15 feet to the true point of beginning. Basis of Bearings is Grid North of the Oregon Coordinate Reference System, Bend- Klamath Falls Zone.

TOGETHER WITH THAT CERTAIN EMERGENCY VEHICLE TURNAROUND AREA comprised of Parcel A and Parcel B, as further outlined below:

PARCEL A

Commencing at the northeast corner of Tract 1314, Pine Ridge Ranches, a duly recorded subdivision on file at the Klamath County Clerk's Office, said point marked with a 5/8" rebar with a yellow plastic cap stamped "True Line Surveying"; thence along the north line of said Tract 1314, North 89°52'22" West, 1955.97 feet to the TRUE POINT OF BEGINNING; thence North 00°10'59" West, 120.00 feet; thence South 89°52'22" East, 30.00 feet; thence South 00° 10' 59" East, 120.00 feet; thence North 89°52'22" West, 30.00 feet to the true point of beginning.

PARCEL B

A Parcel of land being a portion of Parcel 3 of Major Land Partition 7-85, situated in the S 1/2 of the NE1/4, and the NE1/4 of the SE1/4 of Section 22, Township 34 South, Range 07 East of the Willamette Meridian, Klamath County, Oregon, Being more particularly described as follows:

Commencing at the northeast corner of Tract 1314, Pine Ridge Ranches, a duly recorded subdivision on file at the Klamath County Clerk's Office, said point marked with a 5/8" rebar with a yellow plastic cap stamped "True Line Surveying"; thence along the north line of said Tract 1314, North 89°52'22" West, 1955.97 feet to the TRUE POINT OF BEGINNING; thence North 89°52'22" West, 98.31 feet; thence North 00°07'38" East, 30.00 feet; thence South 89°52'22" East, 53.15 feet; thence North 00°10'59" West, 65.00 feet; thence South 89°52'22" East, 45.00 feet; thence South 00°10'59" East 95.00 feet to the true point of beginning Containing 0.13 Acres, more or less.

Together with Access Easement recorded March 2, 2017 in Instrument No. 2017-002249 and re-recorded March 14, 2017 in Instrument No. 2017-002679, Klamath County records.