

2017-013950

Klamath County, Oregon

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Prepared by: Jennifer L. Kerrigan
Return to: Heelstone Energy
101 North Chestnut Street – Suite 113
Winston-Salem, NC 27101

STATE OF OREGON

) SITE ACCESS AGREEMENT
)
)
)
COUNTY OF KLAMATH

THIS SITE ACCESS AGREEMENT ("Access Agreement") is made effective as of the 5th day of December, 2017 (the "Effective Date"), by and among, a OR Solar 3, LLC, a Delaware limited liability company ("Farm") and along with **PV Project Lessee IX, LLC**, a Delaware limited liability company ("Master Tenant") and **Firststar Development, LLC**, a Delaware limited liability company ("Investor"). The Farm, Master Tenant and Investor are referred to herein collectively as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, pursuant to that certain Lease Agreement entered into on November 9, 2017 by and between Farm and Heelstone Properties, LLC, a Delaware limited liability company ("Site Landlord") (as such has been and may be amended from time-to-time, collectively, the "Ground Lease") and reflected in the certain Memorandum of Lease recorded in Book 2017 Page 012973, in the Klamath County Register of Deeds, 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 the 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.

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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, Investor 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 June 8, 2015 by and between Farm and PacifiCorp (d/b/a PacifiCorp Power & Light Company or its successor and assigns) (the "PPA").

WHEREAS, Farm desires to grant access to the Premises to Investor 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, the Ground Lease and PPA, the Parties agree as follows:

1. Term. From and after the Effective Date, and continuing until the earlier of the termination of the Ground Lease and/or the Master Lease and solely with respect to Investor, only for so long as Investor shall be an owner of Master Tenant, Farm grants to Investor and Master Tenant the right to access 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 the Ground Lease and PPA, and the Master Lease.

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

3. Indemnification. Investor 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 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 Investor 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 Investor, Master Tenant or Master Tenant's Consultants.

4. Seminole Funding Resources, LLC, a Delaware limited liability company ("Lender"), the beneficiary pursuant to that certain Line of Credit Leasehold Deed of Trust dated as of July 13, 2017, by and between Farm, as grantor, AmeriTitle, as trustee and Lender (the "Deed of Trust") and the owner and holder of the loan secured thereby, hereby joins this Site Access Agreement for the sole purpose of acknowledging that although this Site Access Agreement is subordinate to the Deed of Trust, Lender's rights granted in the Deed of Trust are subject to that certain Subordination, Non-Disturbance and Attornment Agreement among Lender, Farm, Investor, and certain affiliates of the foregoing, solely to the extent and only for the effective period set forth in the SNDA.

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

6. Counterparts. This Access Agreement may be executed by the Parties and transmitted electronically or by facsimile in as many counterparts as the Parties may deem necessary and convenient, and all such counterparts taken together shall constitute but one and the same instrument.

7. Entire Agreement. This Access Agreement contains the entire understanding and agreement of the Parties with respect to its subject matter, and supersede any prior understandings or agreements, whether written, oral or otherwise.

8. Governing Law. This Access Agreement shall be governed by the laws of the State of Oregon, without regard to the conflicts of law principles that would result in the application of any law other than the law of the State of Oregon.

9. Binding on Successors; Runs with Land. This Access Agreement shall inure to the benefit of and be binding on the parties and their respective successors and assigns. This Access Agreement shall run with the land and shall inure to the benefit of the Parties and their respective successors and assigns including a purchaser.

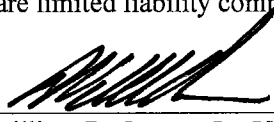
[SEPARATE SIGNATURE PAGES ATTACHED]

**SEPARATE SIGNATURE PAGE
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.

OR SOLAR 3, LLC,
A Delaware limited liability company

By: _____


William B. Owens, Jr., Vice President

STATE OF LOUISIANA

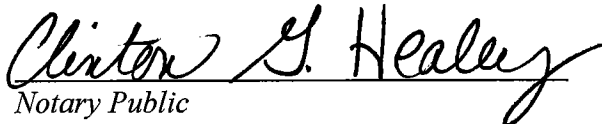
PARISH OF E. BATON ROUGE

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 OR Solar 3, LLC.**

Date: December 5, 2017

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

(Official Seal)


Notary Public

My Commission Expires: at death

**SEPARATE SIGNATURE PAGE
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.

PV PROJECT LESSEE IX, LLC,
a Delaware limited liability company

By: Heelstone Energy XII, LLC,
a Delaware limited liability company
Its: Managing Member

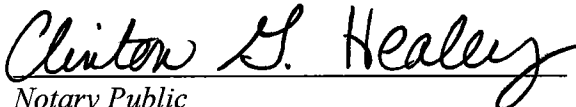
By: 
William B. Owens, Jr., Vice President

STATE OF LOUISIANA

PARISH OF E. 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 Heelstone Energy XII, LLC the Managing Member of PV Project Lessee IX, LLC.**

Date: December 5, 2017


Notary Public

(Official Seal)

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

My Commission Expires: at death

SEPARATE SIGNATURE PAGE
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.

FIRSTAR DEVELOPMENT, LLC, a Delaware
limited liability company

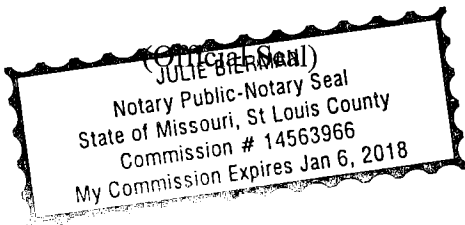
By: [Signature]
Name: Joshua N. Kittrell
Its: Authorized Officer

STATE OF Missouri
COUNTY OF St. Louis

I [Signature], a Notary Public of the County and State
aforesaid, certify that Joshua N. Kittrell, the Authorized Officer of Firstar Development, LLC
personally appeared before me this day and acknowledged the due execution of the foregoing
instrument.

Date: November 15, 2017

[Signature]
Notary Public



My Commission Expires: 1-6-18

SEPARATE SIGNATURE PAGE
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.

SEMINOLE FUNDING RESOURCES, LLC

By: [Signature]

Name: Timothy S. Fetter

Its: Executive Vice President

STATE OF Florida

COUNTY OF Pinellas

I Susan L Griffin, a Notary Public of the County and State aforesaid,
certify that Timothy S Fetter the Executive Vice Pres of SEMINOLE
FUNDING RESOURCES, LLC personally appeared before me this day and acknowledged the due
execution of the foregoing instrument.

Date: 11-15-17

[Signature]
Notary Public

(Official Seal)

My Commission Expires: 8-26-18

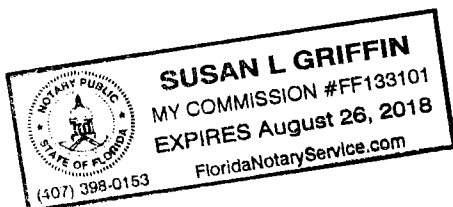


Exhibit "A"

The "Premises"

THE S 1/2 SW 1/4, SECTION 9, TOWNSHIP 41 SOUTH, RANGE 12 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

SAVING AND EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THE UNITED STATES OF AMERICA BY DEED RECORDED AUGUST 4, 1930 IN BOOK 91 AT PAGE 553, DEED RECORDS OF KLAMATH COUNTY, OREGON.

EXCEPTING THAT PORTION LYING WITHIN THE BOUNDARIES OF USBR 10-D-1 DRAIN.

ALSO SAVING AND EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE BOUNDARIES OF DEMERRITT COUNTY ROAD 1168 AND TURKEY HILL COUNTY ROAD 1167.

THE ABOVE-DESCRIBED PARCEL IS THE SAME LAND AS DESCRIBED IN AMERITITLE PROFORMA, ORDER NUMBER: 187116AM (NO EFFECTIVE DATE LISTED).

THE ABOVE-DESCRIBED PARCEL OF LAND IS ALSO DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN PARCEL OF LAND, SITUATE WITHIN THE S 1/2 SW 1/4 OF SECTION 9, TOWNSHIP 41 SOUTH, RANGE 12 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8" REBAR WITH A YELLOW PLASTIC CAP MARKED "DEP PUB WKS LS 659" IN A MONUMENT CASE, MARKING THE S 1/4 CORNER OF SAID SECTION 9;

THENCE NORTH 44°46'29" WEST, 42.50 FEET TO A 5/8" REBAR WITH ALUMINUM CAP STAMPED "LS 79495" MARKING THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY OF DEMERRITT COUNTY ROAD 1168 AND THE WESTERLY RIGHT-OF-WAY OF TURKEY HILL COUNTY ROAD 1167 (DRAZIL ROAD) AND THE POINT OF BEGINNING;

THENCE ALONG THE NORTHERLY RIGHT-OF-WAY OF DEMERRITT COUNTY ROAD 1168, NORTH 89°40'21" WEST, 2574.71 FEET TO A 5/8" REBAR WITH ALUMINUM CAP STAMPED "LS 79495";

THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY, NORTH 00°28'47" EAST, 686.97 FEET TO A 5/8" REBAR WITH ALUMINUM CAP STAMPED "LS 79495";

THENCE NORTH 89°31'13" WEST, 65.00 FEET TO A 5/8" REBAR WITH ALUMINUM CAP STAMPED "LS 79495", BEING ON THE WESTERLY LINE OF SAID SECTION 9;

THENCE ALONG SAID WESTERLY SECTION LINE, NORTH 00°28'47" EAST, 620.98 FEET TO A 5/8" REBAR WITH ALUMINUM CAP STAMPED "LS 79495", LOCATED ON THE EAST-WEST CENTERLINE OF THE SW 1/4 OF SAID SECTION 9;

THENCE DEPARTING SAID WESTERLY SECTION LINE, ALONG SAID EAST-WEST CENTERLINE, SOUTH 89°37'33" EAST, 2631.57 FEET TO A 5/8" REBAR WITH ALUMINUM CAP STAMPED "LS 79495", LOCATED ON THE WESTERLY RIGHT-OF-WAY OF TURKEY HILL COUNTY ROAD 1167 (DRAZIL ROAD);

THENCE DEPARTING SAID EAST-WEST CENTERLINE, ALONG SAID WESTERLY RIGHT-OF-WAY, SOUTH 00°07'24" WEST, 1305.99 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 78.06 ACRES, MORE OR LESS.

BASIS OF BEARINGS: GRID NORTH, NORTH AMERICAN DATUM OF 1983(2011) (EPOCH: 2010.000), OREGON STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.