

AmeriTitle
2014-23AM

2017-014624

Klamath County, Oregon

12/26/2017 03:02:01 PM

Fee: \$67.00

After recording return to:

NorWest Energy 4, LLC
c/o Cypress Creek Renewables, LLC
Attention: Asset Management Department
3250 Ocean Park Blvd., Suite 355
Santa Monica, CA 90405
01040-21770

Send Tax Statements to:
NO CHANGE

SITE ACCESS LICENSE AGREEMENT

THIS SITE ACCESS LICENSE AGREEMENT ("Access Agreement") is made effective as of the 22 day of December, 2017 (the "Effective Date"), by and between NorWest Energy 4, LLC, an Oregon limited liability company ("Farm"), and NES Rigel Tenant, LLC, a Delaware limited liability company ("Master Tenant"). Farm and Master Tenant are referred to herein collectively as the "Parties" and individually as a "Party".

RECITALS

WHEREAS, pursuant to that certain Ground Lease Agreement entered into on December 22, 2017 by and between Dogwood Creek Land Holdings, LLC, a North Carolina limited liability company ("Landlord") and Farm (as such may be amended from time-to-time, collectively, the "Ground Lease"), and as reflected in that certain Memorandum of Ground Lease Agreement recorded on December 20, 2017 as Document No. 2017-014624 in the Official Records of Klamath County, Farm leases from 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, Farm has agreed to generate and sell energy produced by its respective System pursuant to that certain Power Purchase Agreement, dated as of May 29, 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 Master Tenant, in order to allow 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 the Ground Lease and/or the Master Lease, Farm grants to 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. Master Tenant hereby agrees 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. Master Tenant hereby agrees to protect, indemnify, defend and hold harmless Farm, along with its employees, tenants, invitees, contractors, lenders (including, without limitation, NES Callisto Lender, LLC, a Delaware limited liability company, 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 Master Tenant, or by Master Tenant’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, (ii) any acts, omissions or negligence of Master Tenant or Master Tenant’s Consultants, or (iii) any breach or default by Master Tenant of any of its agreements or obligations hereunder.

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.

5. Severability. If any provision of this Access Agreement is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Access Agreement shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provision with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provision. The invalidity of a provision of this Access Agreement in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

6. Assignment. Master Tenant shall not assign any of its rights or obligations hereunder without the prior written consent of Farm. Farm may assign (including any collateral

assignment) any of its rights and obligations hereunder to any lender providing financing for the benefit of any Farm.

7. Applicable Law. This Access Agreement shall be governed by and construed in accordance with the law of the State of Oregon without giving effect to conflict of law principles as to all matters, including but not limited to matters of validity, construction, effect, performance and remedies. THE PARTIES HEREBY IRREVOCABLY SUBMIT TO THE NONEXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT IN OREGON WITH RESPECT TO ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS ACCESS AGREEMENT. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING RELATING TO A DISPUTE AND FOR ANY COUNTERCLAIM WITH RESPECT THERETO.

[SEPARATE SIGNATURE PAGES ATTACHED]

**SEPARATE SIGNATURE PAGE OF NORWEST ENERGY 4, 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.

NORWEST ENERGY 4, LLC, an Oregon limited liability company

By: _____

Name: _____

Its: _____

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 California

County of Los Angeles

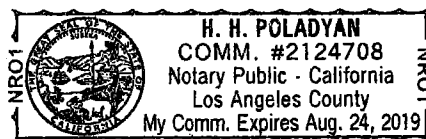
On 11/15/2017 before me, H. H. POLADYAN, NOTARY PUBLIC
(insert name and title of officer)

personally appeared EVAN RILEY, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____



(Seal)

**SEPARATE SIGNATURE PAGE OF NES RIGEL TENANT, 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.

NES RIGEL TENANT, LLC, a Delaware limited liability company

By: _____

Name: EVAN RILEY

Its: AUTHORIZED PERSON

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 California

County of Los Angeles

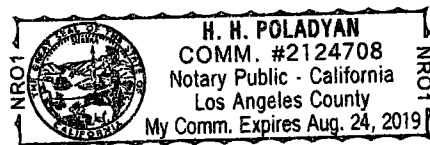
On 11/15/2017 before me, H.H. POLADYAN, NOTARY PUBLIC
(insert name and title of officer)

personally appeared EVAN RILEY, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____



(Seal)

Exhibit "A"

The "Premises"

Parcel A:

Parcel 2 of Land Partition 48-06, located in the S 1/2 and the S 1/2 N 1/2 of Section 1, and the SE 1/4 NE 1/4 and NE 1/4 SE 1/4 of Section 2 and the N 1/2, and N 1/2 SE 1/4 and NE 1/4 SW 1/4 of Section 12, Township 39 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

Parcel B:

Easement 1 as dedicated and described on Land Partition 48-06, recorded as Instrument 2006-22243, Klamath County Official Records.

Parcel C:

Easement 2 as dedicated and described on Land Partition 48-06, recorded as Instrument 2006-22243, Klamath County Official Records.