


NTC 236213 1m

2018-007065

Klamath County, Oregon

06/12/2018 10:41:00 AM

Fee: \$102.00

Drawn by and after recording return to:
Cypress Creek Land Holdings 2, LLC
c/o Cypress Creek Renewables, LLC
3250 Ocean Park Blvd., Ste 355
Santa Monica, CA 90405

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE AGREEMENT

STATE OF OREGON

COUNTY OF KLAMATH

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE AGREEMENT ("Assignment") is made and entered into this 7th day of June, 2018, by and between DOGWOOD CREEK LAND HOLDINGS, LLC, a North Carolina limited liability company ("Assignor") and CYPRESS CREEK LAND HOLDINGS 2, LLC, a Delaware limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of that certain parcel or tracts of land having Tax Lot No. R-3911-00000-02101-000, consisting of approximately 160 acres, located in Klamath County, Oregon, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Premises"); and

WHEREAS, Assignor, as landlord, and NorWest Energy 4, LLC, an Oregon limited liability company, as tenant ("Tenant"), are parties to that certain Ground Lease Agreement dated December 22, 2017 ("Lease"), such Lease being evidenced by that certain Memorandum of Ground Lease Agreement dated December 22, 2017, and recorded as Instrument Number 2017-014620 of the Klamath County Public Registry (the "MOL"), pursuant to which Landlord leased the Premises to Tenant; and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept from Assignor, the Lease, subject to the terms thereof; and

WHEREAS, Assignee has agreed to assume and discharge all of Assignor's obligations and

liabilities under the Lease arising from and after the Effective Date of this Assignment.

NOW, THEREFORE, for and in consideration of the premises and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment and Assumption. Assignor does hereby transfer, assign, convey, set over and deliver unto Assignee all of Assignor's right, title and interest in, to and under the Lease (including any rights to security deposits, prorated rents and insurance proceeds under any insurance policies maintained pursuant to the Lease), and Assignee does hereby assumes and agrees to perform, all of Assignor's rights, duties, obligations and liabilities, as Landlord, in, to and under the Lease, arising or to be performed from and after the Effective Date.

2. No Release of Tenants. Nothing herein shall operate as a release of any obligations of Tenant to Assignor under the Lease arising or to be performed prior to the Effective Date of this Assignment, nor as a release of any obligations of Tenant to Assignee under the Lease arising or to be performed from and after the Effective Date of this Assignment.

3. Mutual Indemnification. Assignor hereby agrees to defend, indemnify and hold Assignee harmless from and against all claims, demands, losses, damages, expenses and costs (including reasonable attorney's fees and expense) arising out of or in connection with Assignor's failure, prior to the Effective Date, to observe, perform and discharge each and every one of the covenants, obligations, and liabilities of the Assignor under the Lease. Assignee hereby agrees to defend, indemnify, and hold Assignor harmless from and against all claims, demands, losses, damages, expenses and costs (including reasonable attorney's fees and expenses) arising out of or in connection with Assignee's failure, from and after the Effective Date, to observe, perform and discharge each and every one of the covenants, obligations, and liabilities of the Assignee under the Lease.

4. Successors and Assigns. This Assignment shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Assignment shall be governed by the laws of the State of Oregon.

6. Effective Date. This Assignment shall be effective as of the date set forth above (the "Effective Date").


7. Entire Agreement. This Assignment constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes and terminates all other prior commitments, arrangements, or understandings, both oral and written, between the parties with respect to the subject matter of this Assignment.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals all pursuant to authority duly given and effective as of the Effective Date.

ASSIGNOR

DOGWOOD CREEK LAND HOLDINGS, LLC
a North Carolina limited liability company

By: 
Name: Jonathan Buttles
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

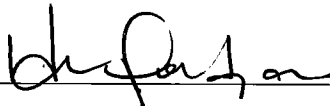
On 6/4/2018 before me, H. H. POLADYAN, NOTARY PUBLIC
(insert name and title of officer)

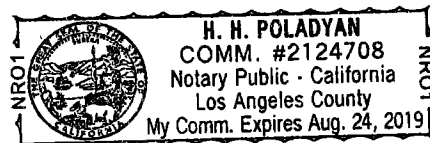
personally appeared JONATHAN BUTTLES, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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)

ASSIGNEE

CYPRESS CREEK LAND HOLDINGS 2, LLC,
a Delaware limited liability company

By: 
Name: Jonathan Butties
Title: Authorized Person

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State of California

County of Los Angeles

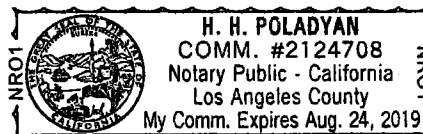
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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature





(Seal)

EXHIBIT A
Premises Legal Description

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.