

2020-007863

Klamath County, Oregon

06/29/2020 08:21:31 AM

Fee: \$107.00

THIS INSTRUMENT WAS DRAFTED BY
AND UPON RECORDING RETURN TO:
INNOVATION SOLAR, LLC
C/O GERONIMO ENERGY, LLC
8400 NORMANDALE LAKE BLVD, SUITE 1200
BLOOMINGTON, MN 55437

THE SPACE ABOVE THIS LINE IS RESERVED FOR RECORDING PURPOSES.

ASSIGNMENT AND ASSUMPTION OF REAL PROPERTY INTERESTS

THIS ASSIGNMENT AND ASSUMPTION OF REAL PROPERTY INTERESTS (the "Agreement") is made and dated as of JUNE 26th, 2018 (the "Effective Date") by and between Geronimo Solar Energy, LLC, a Minnesota limited liability company ("Assignor") and Innovation Solar, LLC, a Delaware limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor is developing solar energy generating facilities located at properties in Klamath County, Oregon (the "Project").

WHEREAS, Assignor entered into certain leases, easements, and other real property agreements described on Exhibit A attached hereto (collectively, the "Real Property Interests") with the property owners described on Exhibit A for the purpose of constructing, operating and maintaining the Project;

WHEREAS, Assignor desires to assign to Assignee and Assignee desires to accept from Assignor an assignment of all real property interests heretofore or hereafter acquired in the Project as more specifically set forth herein.

NOW, THEREFORE for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Assignment. The Assignor hereby assigns, transfers and sets over to the Assignee, all of the Assignor's right, title and interest in and to the Real Property Interests and the Assignee hereby assumes and agrees to pay, perform or discharge in accordance with their terms, to the extent not heretofore paid, performed or discharged the liabilities, obligations, commitments and

responsibilities of Assignor accruing or arising from and after the Effective Date under any of the Real Property Interests.

2. Binding Effect; Assignment. This Agreement shall be enforceable against and inure to the benefit of the successors and assigns of the Assignee and of the Assignor.

3. Further Assurances. The parties hereto agree to take all such further actions and execute, acknowledge and deliver all such further documents that are necessary or useful in carrying out the purposes of this Agreement.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

5. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

6. Successor and Assigns. This Agreement shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

7. Severability. In the event any provision of this Agreement is held to be illegal, invalid or unenforceable to any extent, the legality, validity and enforceability of the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect and shall be enforced to the greatest extent permitted by law.

8. Amendment. Except as otherwise expressly provided elsewhere in this Agreement, this Agreement shall not be altered, modified or changed except by a written document duly executed by the parties at the time of such alteration, modification or change.

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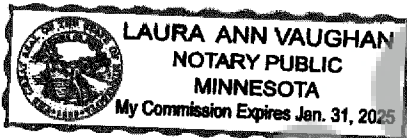
IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption of Real Property Interests as of the date first above written.

Assignor:
Geronimo Solar Energy, LLC

By: *Jeff Ringblom*
Name: Jeff Ringblom
Its: Chief Financial Officer

STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN)

This instrument was acknowledged before me on JUNE 26th, 2018, by Jeff Ringblom, as Chief Financial Officer of Geronimo Solar Energy, LLC, a Minnesota limited liability company, on behalf of the limited liability company.



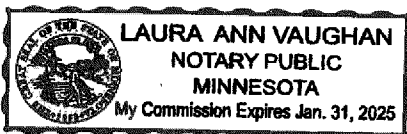
Laura Ann Vaughan
Notary Public

Assignee:
Innovation Solar, LLC

By: *Jeff Ringblom*
Name: Jeff Ringblom
Its: Chief Financial Officer

STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN)

This instrument was acknowledged before me on JUNE 26th, 2018, by Jeff Ringblom, as Chief Financial Officer of Innovation Solar, LLC, a Delaware limited liability company, on behalf of the limited liability company.



Laura Ann Vaughan
Notary Public

EXHIBIT A

Real Property Interests

The following documents, together with any amendments or addenda thereto:

Owner Name	Parcel No.(s)	Legal Description	Title of Documents	Date of Documents	Memorandum Document(s) Recording Information	
					Date	Document No.
Edward Arthur Lynch and Linda Diane Lynch, Co-Trustees of the Edward Arthur Lynch and Linda Diane Lynch Trust dated October 12, 2005	<u>108216, 108243 & 108252</u>	The W1/2 SE1/4 of Section 3, Township 41 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, lying North of the Malin High Line Canal, Klamath County, Oregon. AND The E1/2 SE1/4 of Section 3, Township 41 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, lying North of the Malin High Line Canal, Klamath County, Oregon. The parcels contains approximately <u>128.99</u> acres more or less.	Solar Lease Agreement	February 28, 2020	March 9, 2020	2020-002954

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