

2021-008702

Klamath County, Oregon

06/02/2021 08:28:01 AM

Fee: \$127.00

RECORDING REQUESTED BY ~~AND~~
~~WHEN RECORDED MAIL TO:~~

AP Wireless Investments I, LLC
9276 Scranton Road, Suite 600
San Diego, CA 92121
Attn: Property Management

AFTER RECORDING, PLEASE RETURN TO:
Fidelity National Title Group
7130 Glen Forest Dr., Ste. 300
Richmond, VA 23226
Attn: _____

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this "Assignment") is made as of this 27 day of May, 2021, by and among Keith D. Goode, Eileen M. Gibbons and Jason Schafer, as Tenants in Common as to Parcels 1 and 2; Eileen M. Gibbons, as to a 1/3 undivided interest Keith D. Goode, as to a 1/3 undivided interest and Terry L. Schafer, as to a 1/6 undivided interest and Jason Schafer to an undivided 1/6 interest as Tenants in Common as to Parcels 3 and 4, whose address is 7250 Sweet-Ola Highway, Sweet, ID 83670 (collectively, "Assignor"), and AP Wireless Investments I, LLC, a Delaware limited liability company, having an address at 9276 Scranton Road, Suite 600, San Diego, CA 92121 ("Assignee").

WHEREAS, Assignee and Assignor are parties to a certain Sale Agreement, as amended, dated as of April 6, 2021 (the "Purchase Agreement"), pursuant to which, among other things, Assignor agreed to assign, and Assignee agreed to assume, a certain lease with respect to the property described in the Purchase Agreement; and

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

1. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to that certain lease, as amended (the "Lease") as set forth on **Exhibit A** attached hereto.
2. Assignee hereby accepts the assignment set forth in Section 1 hereof and hereby agrees to assume all of Assignor's obligations under the Lease, and shall perform, discharge, fulfill and observe all terms, obligations, covenants, conditions and provisions applicable to Assignor arising from or after the date hereof.
3. Assignor agrees to save and hold Assignee harmless from any and all expenses, charges, claims and liabilities (including without limitation reasonable attorneys' fees) incurred by Assignee arising under the Lease as a result of any action or omission of Assignor prior to the date hereof.
4. Assignee agrees to save and hold Assignor harmless from any and all expenses, charges, claims and liabilities (including without limitation reasonable attorneys' fees) incurred by Assignor arising under the Lease as a result of any action or omission of Assignee from and after the date hereof.
5. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.
6. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and all the same instrument.

34153832

L118933
Lovelace

IN WITNESS WHEREOF, the parties have executed this Assignment on the day and date first above written.

ASSIGNOR:

By: Keith D. Goode
Name: Keith D. Goode
Title: Owner

By: Eileen M. Gibbons
Name: Eileen M. Gibbons
Title: Owner

By: _____
Name: Jason Schafer
Title: Owner

By: Terry L. Schafer
Name: Terry L. Schafer
Title: Owner

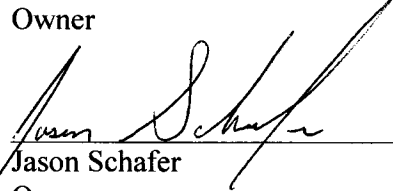
ATTACH NOTARY ACKNOWLEDGEMENT FOR EACH ASSIGNOR

IN WITNESS WHEREOF, the parties have executed this Assignment on the day and date first above written.

ASSIGNOR:

By: _____
Name: Keith D. Goode
Title: Owner

By: _____
Name: Eileen M. Gibbons
Title: Owner

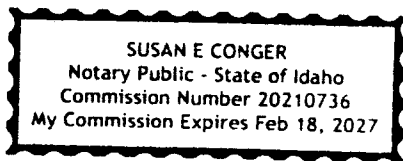
By:  _____
Name: Jason Schafer
Title: Owner

By: _____
Name: Terry L. Schafer
Title: Owner

ATTACH NOTARY ACKNOWLEDGEMENT FOR EACH ASSIGNOR

STATE OF Idaho)
) ss.
COUNTY OF Gern)

This instrument was acknowledged before me on 27th of May, 2021 by Eileen M. Gibbons



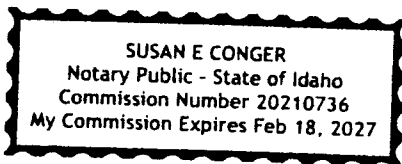
Before me:

Susan E Conger
NOTARY PUBLIC FOR THE STATE OF Idaho

My Commission Expires: 02/18/2027

STATE OF Idaho)
) ss.
COUNTY OF Gern)

This instrument was acknowledged before me on 27th of May, 2021 by Keith D. Goode.



Before me:

Susan E Conger
NOTARY PUBLIC FOR THE STATE OF Idaho

My Commission Expires: 02/18/2027

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2021 by Jason Schafer.

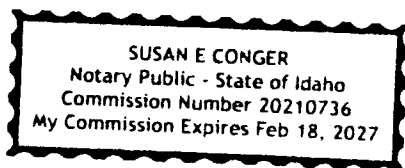
Before me:

NOTARY PUBLIC FOR THE STATE OF _____

My Commission Expires: _____

STATE OF Idaho)
) ss.
COUNTY OF Gem)

This instrument was acknowledged before me on 27th of May, 2021 by Terry L. Schafer.



Before me:

Susan E Conger
NOTARY PUBLIC FOR THE STATE OF Idaho
Expires 02/18/2027

ASSIGNEE:

AP WIRELESS INVESTMENTS I, LLC

By:



Daniel Hasselman
Co-CEO

ACKNOWLEDGMENT

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

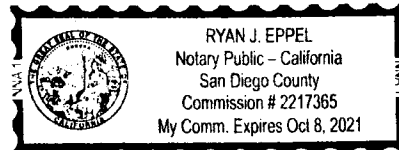
County of San Diego

On May 24, 2021 before me, Ryan J. Eppel notary public
(insert name and title of the officer)

personally appeared Daniel Hasselman,
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

R. Eppel

(Seal)

EXHIBIT A

Leases

- GROUND LEASE dated September 12, 2001, by and between Juanita S. Fairclo, as landlord, and United States Cellular Operating Company of Medford, an Oregon corporation, as tenant, Memorandum of Lease recorded May 16, 2002 under document number M02, page 29334; as assigned, transferred, and amended.
- OPTION AND LEASE AGREEMENT dated October 22, 2009, by and between Juanita S. Goode, Trustee of the Juanita S. Goode Trust, as landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, Memorandum of Lease recorded 9-28-2010 under document number 2010-011469; as assigned, transferred, and amended
- LAND LEASE and SOLAR EASEMENT (Klamath Falls Solar 1) dated February 3, 2016, by and between Eileen Gibbons and Keith D. Goode, Successor Co-Trustees of the Juanita Goode Trust, U.A.D. November 8, 1999, and any and all amendments thereto, who took tile as Juanita Goode Trust and Ewauna Park, LLC (together, "Owner") and Klamath Falls Solar 1, LLC, an Oregon limited liability company, as tenant, Memorandum of Lease recorded July 5, 2016 under document 2016-007121; as amended by
- MEMORANDUM OF MODIFICATION OF LEASE dated June 8, 2016, by and between Eileen Gibbons and Keith D. Goode, Successor Co-Trustees of the Juanita Goode Trust, U.A.D. November 8, 1999, and any and all amendments thereto, who took tile as Juanita Goode Trust and Ewauna Park, LLC (together, "Owner"), and Klamath Falls Solar 1, LLC, an Oregon limited liability company, as tenant, recorded 2-2-2017 under document number 2017-001076.
- UNRECORDED SIDE LETTER RE RELOCATION OF ACCESS ROAD (Klamath Falls Solar 1) dated February 3, 2016 by and between Eileen Gibbons and Keith D. Goode, Successor Co-Trustees of the Juanita Goode Trust, U.A.D. November 8, 1999, and any and all amendments thereto, who took tile as Juanita Goode Trust and Ewauna Park, LLC (together, "Owner") and Klamath Falls Solar 1, LLC, an Oregon limited liability company, as tenant.
- NON-INTERFERENCE AGREEMENT dated March 13, 2018 by and between Klamath Falls Solar 2, LLC, and Klamath Falls Solar 1, LLC, recorded on March 13, 2018 under document number 2018-002757.
- LAND LEASE and SOLAR EASEMENT (Klamath Falls Solar 2) dated February 3, 2016, by and between Eileen Gibbons and Keith D. Goode, Successor Co-Trustees of the Juanita Goode Trust, U.A.D. November 8, 1999, and any and all amendments thereto, who took tile as Juanita Goode Trust and Ewauna Park, LLC (together, "Owner") and Klamath Falls Solar 2, LLC, an Oregon limited liability company, as tenant, Memorandum of Lease recorded November 20, 2017 under document 2017-013386; as amended by

- FIRST AMENDMENT and ACKNOWLEDGEMENT dated July 14, 2017 by and between Eileen Gibbons and Keith D. Goode, Successor Co-Trustees of the Juanita Goode Trust, U.A.D. November 8, 1999, and any and all amendments thereto, who took title as Juanita Goode Trust and Ewauna Park, LLC (together, "Owner") and Klamath Falls Solar 2, LLC, an Oregon limited liability company, as tenant, as amended by
- SECOND AMENDMENT and ACKNOWLEDGEMENT dated November 17, 2017, by and between Eileen Gibbons and Keith D. Goode, Successor Co-Trustees of the Juanita Goode Trust, U.A.D. November 8, 1999, and any and all amendments thereto, who took title as Juanita Goode Trust and Ewauna Park, LLC (together, "Owner") and Klamath Falls Solar 2, LLC, an Oregon limited liability company, as tenant; as assigned, transferred, and amended.
- Unrecorded PASTURE LEASE AGREEMENT 2021 dated February 4, 2020, by and between landowners Keith Goode, Jason Schafer, Terry Schafer, and Eileen Gibbons as Landlord, and Dave Hamilton as Lessee.
- Unrecorded CONTRACT FOR LEASE OF SHOP at 1845 Southside Expressway commencing January 15, 2021 by and between landlords Jason Schafer, Keith Goode, and Eileen Gibbons as Owners, and Dave Hamilton as Tenant/Lessee.