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2017-013904

Klamath County, Oregon

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**THIS DOCUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:**

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SEND TAX STATEMENTS TO:

c/o Heelstone Energy
191 W. Nationwide Boulevard
Suite 600
Columbus, OH 43215
Attention: Asset Management/Turkey Hill- OR Solar 3, LLC

**FIRST AMENDMENT
TO LINE OF CREDIT LEASEHOLD DEED OF TRUST, ASSIGNMENT OF RENTS
AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING
(SECURITY FOR CONSTRUCTION LOAN)**

THIS FIRST AMENDMENT TO LINE OF CREDIT LEASEHOLD DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING (SECURITY FOR CONSTRUCTION LOAN) (this "**First Amendment**") is made by and entered into as of December 5, 2017 (the "**Effective Date**"), by **OR SOLAR 3, LLC**, a Delaware limited liability company ("**Grantor**"), whose address is c/o Heelstone Energy 236 Third Street; Baton Rouge, LA 70801, Attention: General Counsel, for the benefit of **SEMINOLE FUNDING RESOURCES, LLC**, a Delaware limited liability company ("**Beneficiary**"), whose address is c/o Seminole Financial Services, 455 North Indian Rocks Road, Bellair Bluffs, Florida 33770, Attn: Tim Fetter, and

RECITALS:

A. On November 13, 2017, Grantor did execute a certain Line of Credit Leasehold Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing (Security for Construction Loan) ("**Deed of Trust**") in favor of Beneficiary, recorded on November 13, 2017 as Instrument No. 2017-013110, Klamath County Records, encumbering certain real property located in Klamath County, Oregon, as more particularly described in **Exhibits A and B** attached hereto and made a part hereof (the "**Property**").

B. The Deed of Trust was executed pursuant to a certain Construction Loan Agreement dated July 13, 2017 (as amended, the "**Original Loan Agreement**") and evidences a Promissory Note dated July 13, 2017, in the principal amount of Sixteen Million Two Hundred Thirty Three Thousand and 00/100 Dollars (\$16,233,000.00) (as amended, the "**Note**").

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C. The Original Loan Agreement, the Note, and other Loan Documents have been amended pursuant to a certain First Omnibus Amendment to Loan Documents dated November 13, 2017, a certain Second Omnibus Amendment to Loan Documents dated December 5, 2017, a certain First Amendment to Construction Loan Agreement dated November 9, 2017, and a certain Second Amendment to Construction Loan Agreement dated December 5, 2017 (collectively, the “**Loan Document Amendments**”), which incorporate master lease, master tenant, and subordination concepts and references as set forth therein (the Original Loan Agreement, as amended by the Loan Document Amendments, the “**Loan Agreement**”).

D. Grantor and Beneficiary have agreed to modify the Deed of Trust to incorporate similar concepts and references as provided in the Omnibus Amendment as more fully set forth herein.

NOW THEREFORE, in consideration of the foregoing, Beneficiary and Grantor agree as follows:

1. All definitions and terms used in the Deed of Trust and the Loan Documents are hereby incorporated into this First Amendment. All capitalized terms used in this First Amendment and not otherwise defined herein shall have the meanings given to them in the Deed of Trust, as amended hereby.

2. The term “Deed of Trust” shall mean that certain Line of Credit Leasehold Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing (Security for Construction Loan), and any and all amendments, modifications, renewals, extensions and/or restatements thereof.

3. The Deed of Trust is hereby amended as follows:

(a) Clause (l). The period at the end of clause (l) shall be deleted, and the following shall be added: “; provided that the collateral covered hereby (and the definition of “Property”) shall at all times exclude the Excluded Assets (as defined in the Loan Agreement referred to below).”

(b) Definition of Permitted Liens. The term “Permitted Liens” is referenced in the Deed of Trust and in the other Loan Documents, but is undefined therein. Accordingly, the following shall be added to the end of Section 1.1: “The term Permitted Liens shall mean liens in favor of Lender and any liens pursuant to the Master Lease or any other Project Agreement.”

(c) Section 2.2(d). Before the first (1st) comma in Section 2.2(d), insert “and Permitted Exceptions”.

(d) Section 4. After the first (1st) comma, but before the words “this Deed of Trust”, insert “the Master Lease (as defined in the Loan Agreement),”.

(e) Section 5.1(b). Before the words “and Grantor”, insert “provided that the collateral covered hereby shall exclude any Excluded Assets,”.

(f) Section 5.2. After “Beneficiary shall” in the first (1st) line of Section 5.2, the following shall be added: “, subject to the Master Lease SNDA,”.

(g) Section 6.3. After “Beneficiary that” in the first (1st) line of Section 6.3, the following shall be added: “, except in respect of Permitted Liens and Permitted Exceptions,”.

(h) References to Master Lease SNDA. The clause “(but subject to the Master Lease SNDA)” shall be added to the following sections of the Deed of Trust:

i. Section 6.5. After the words “Event of Default”, but before the comma in the first (1st) line of Section 6.5.

ii. Section 7.3. After the word “Property”, but before the comma in the second (2nd) line of Section 7.3.

iii. Section 9.1. After the word “Grantor”, but before the comma in the second (2nd) line of Section 9.1.

(i) Section 9.9. After the word “whatsoever” in the fourth (4th) line of Section 9.9, the following shall be inserted: “(but in each case subject to the the Master Lease SNDA)”.

(j) Section 9.11. The following shall be added to the language within the parenthesis in the second (2nd) line of Section 9.11, after the words “Event of Default”: “and in each case subject to the Master Lease SNDA”.

(k) Section 10.17. After “Section 4” in the third (3rd) line of Section 10.17, the following shall be added: “provided that the rights and remedies of such person and their respective successors and assigns shall be subject to the Master Lease SNDA”.

4. In all other respects, except as expressly amended by this First Amendment, the Deed of Trust and all of the terms and conditions thereof as heretofore executed and recorded are hereby ratified and confirmed in their entirety.

[remainder of page intentionally left blank; signatures follow]

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed as of the Effective Date.

GRANTOR:

OR SOLAR 3, LLC,
a Delaware limited liability company

By: 
William B. Owens, Jr. Vice President

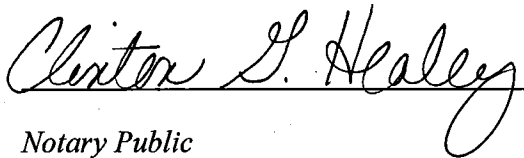
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF 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: Nov. 13, 2017


Notary Public

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

(Official Seal)

My Commission Expires: at death

EXHIBIT A

DESCRIPTION OF LEASE

Lease Agreement dated November 9, 2017, by and between Heelstone Properties, LLC, a Delaware limited liability company, as landlord, and OR Solar 3, LLC, a Delaware limited liability company, as tenant, as evidenced by that certain Memorandum of Lease dated November 9, 2017, and recorded November 9, 2017, as Instrument # 2017-012973 in the Official Records of Klamath County.

EXHIBIT B

LEGAL DESCRIPTION

The S1/2 SW1/4, 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.