

2018-013119

Klamath County, Oregon

10/26/2018 03:27:01 PM

Fee: \$102.00

After recording, return to:

HA MERRILL LLC

c/o Hannon Armstrong Capital, LLC

1906 Towne Centre Blvd, Suite 370

Annapolis, MD 21401

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE (the “**Assignment**”) is made and entered into as of the 25th day of October, 2018 (the “**Effective Date**”), by and between HEELSTONE PROPERTIES, LLC, a Delaware limited liability company, having an address at 236 Third Street, Baton Rouge, Louisiana 70801, as assignor (“**Assignor**”), and HA MERRILL LLC, a Delaware limited liability company, having an address at c/o Hannon Armstrong Capital, LLC, 1906 Towne Centre Blvd, Suite 370, Annapolis, MD 21401, as assignee (“**Assignee**”), in connection with the following facts:

A. Assignor is a party to that certain Lease Agreement, dated as of August 31, 2017, by and between Assignor, as landlord (as successor-in-interest to OR Solar 5A LLC, a Delaware limited liability company), and OR SOLAR 5, LLC, a Delaware limited liability company, as tenant (“**Tenant**”), as evidenced by that certain Memorandum of Ground Lease, recorded on September 1, 2017, as Document Number 2017-009930, in the Official Records of Klamath County, Oregon, as affected by that certain Assignment and Assumption of Lease, dated as of November 9, 2017, as affected by that certain Assignment of Memorandum of Ground Lease Agreement, dated as of November 9, 2017, as Document Number 2017-012971, in the Official Records of Klamath County, Oregon (collectively, the “**Lease**”), pertaining to the real property more particularly described on Exhibit A attached hereto and incorporated herein (the “**Leased Property**”).

B. Assignor has conveyed its right, title and interest in and to the Leased Property to Assignee.

C. In connection with and as part of the conveyance of the Leased Property, Assignor now desires to assign and transfer to Assignee all of Assignor’s right, title and interest in and to the Lease, and Assignee desires to accept such assignment and to assume and perform all of Assignor’s covenants and obligations in and under the Lease from and after the Effective Date, subject to the terms and conditions set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby assigns and transfers to Assignee the entire right, title and interest of Assignor in, to, under or arising out of or in relation to the Lease, and Assignee hereby accepts such assignment. Assignor and Assignee hereby acknowledge that ET Cap OR Holdings LLC expressly retained for its own benefit, and did not transfer to Assignor, the rights to sell, lease, assign or otherwise transfer any water rights appurtenant to or associated with the Leased Premises (as defined in the Lease) (other than rights to access municipal water supplies) and the economic benefits thereof as further described in Section 7.7 of the Lease.

2. Assumption. Assignee hereby assumes and agrees to observe and perform all obligations of Assignor under the Lease that arise from and after the Effective Date.

3. Indemnity. Assignor indemnifies and agrees to hold Assignee harmless from and against any expenses, losses, damages, defaults or other liabilities (including court costs and attorneys' fees) in connection with demands, claims or causes of action, arising or accruing from acts, omissions or conditions under the Lease before the Effective Date. Assignee indemnifies and agrees to hold Assignor harmless from and against any expenses, losses, damages, defaults or other liabilities (including court costs and attorneys' fees) in connection with demands, claims and causes of action, arising or accruing from acts, omissions or conditions under the Lease from and after the Effective Date.

4. Further Assurances. From time to time following the Effective Date, and without any further consideration or other payment, Assignor shall execute and deliver such other instruments of conveyance, assignment, transfer and delivery and execute and deliver such other documents and take or cause to be taken such other actions as Assignee reasonably may request in order to consummate, complete and carry out the transactions contemplated by this Assignment.

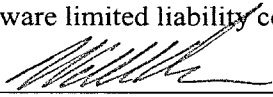
5. Incorporation; Counterparts; Successors. The recitals set forth above and the schedule attached hereto are incorporated herein by this reference. This Assignment may be executed in one or more counterparts and delivered by electronic transmission, each of which is to be deemed original for all purposes, but all of which together shall constitute one and the same instrument. All references to Assignor and Assignee herein shall be deemed to include their respective successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has duly executed this Assignment as of the Effective Date.

ASSIGNOR

HEELSTONE PROPERTIES, LLC,
a Delaware limited liability company

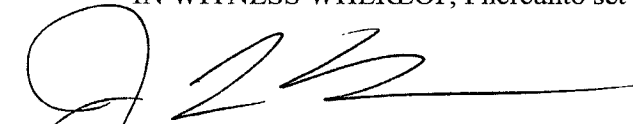
By: 
Name: William B. Owens, Jr.
Its: Vice President

ACKNOWLEDGMENT

STATE OF North Carolina
COUNTY OF Forsyth

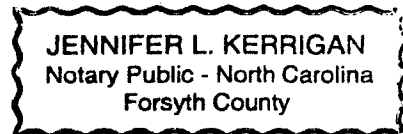
On this 16th day of October, 2018, before me, the undersigned officer, personally appeared William B. Owens, Jr, who makes the acknowledgment on behalf of HEELSTONE PROPERTIES, LLC, a Delaware limited liability company, and that he, as such Vice President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of limited liability company by himself as Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Signature of Notary Public
Notary Public Jennifer L. Kerrigan

My commission expires: 3-19-2019

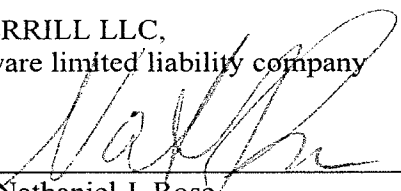
(Notary Seal)



IN WITNESS WHEREOF, Assignee has duly executed this Assignment as of the Effective Date.

ASSIGNEE

HA MERRILL LLC,
a Delaware limited liability company

By: 
Name: Nathaniel J. Rose
Its: Authorized Signatory

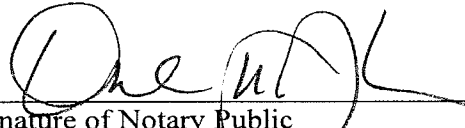
ACKNOWLEDGMENT

STATE OF MARYLAND

COUNTY OF ANNE ARUNDEL

On this 16th day of October, 2018, before me Opal U. Joseph, a Notary Public, personally appeared Nathaniel J. Rose, the Authorized Signatory of HA MERRILL LLC, a Delaware limited liability company, and that he, as Authorized Signatory, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself, as Authorized Signatory.

In witness thereof I hereunto set my hand and official seal.


Signature of Notary Public
Notary Public Printed Name: Opal U. Joseph
My Commission expires: 04/03/22

(SEAL)

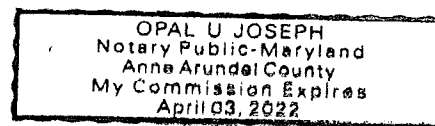


EXHIBIT A

Leased Property

Parcel 1 of Land Partition LP-10-17, a tract of land situated within Section 2, Township 41 South, Range 10 East, Willamette Meridian, recorded August 30, 2017, as Instrument No. 2017-009768, Klamath County, Oregon.