

2018-013120

Klamath County, Oregon

10/26/2018 03:27:01 PM

Fee: \$107.00

After recording, return to:

HA MERRILL LLC

c/o Hannon Armstrong Capital, LLC

1906 Towne Centre Blvd, Suite 370

Annapolis, MD 21401

**MEMORANDUM OF FIRST AMENDMENT TO LEASE AGREEMENT AND FIRST
AMENDMENT TO MEMORANDUM OF GROUND LEASE**

THIS MEMORANDUM OF FIRST AMENDMENT TO LEASE AGREEMENT AND FIRST AMENDMENT TO MEMORANDUM OF GROUND LEASE (this "**Memorandum of Amendment**") is made and entered into as of October 25, 2018, by and between HA MERRILL LLC, a Delaware limited liability company, with its principal office and place of business at c/o Hannon Armstrong Capital, LLC, 1906 Towne Centre Blvd, Suite 370, Annapolis, MD 21401 ("**Landlord**"), and OR SOLAR 5, LLC, a Delaware limited liability company, having an address at 191 W. Nationwide Blvd., Suite 600, Columbus, OH 43215 ("**Tenant**"). (Landlord and Tenant being collectively referred to as the "**Parties**").

RECITALS

A. Landlord (as successor-in-interest to Heelstone Properties, LLC, a Delaware limited liability company) and Tenant are parties to that certain Lease Agreement, dated as of August 31, 2017, as assigned by that certain Assignment and Assumption of Lease, dated November 9, 2017 (collectively, the "**Lease**"), as evidenced by that certain Memorandum of Ground Lease, recorded on September 1, 2017, as Instrument No. 2017-009930 in the Official Records of Klamath County, Oregon, as assigned by that certain Assignment of Memorandum of Ground Lease Agreement, dated November 9, 2017, recorded on November 9, 2017, as Instrument No. 2017-012971 in the Official Records of Klamath County, Oregon (collectively, the "**Memorandum of Lease**"), relating to that certain property as more particularly described on Exhibit A attached hereto and incorporated herein.

B. Landlord and Tenant have executed an amendment to the Lease of even date herewith (the "**Lease Amendment**") to amend certain terms of the Lease as set forth therein.

C. Landlord and Tenant each desire to amend the Memorandum of Lease as more specifically set forth herein.

NOW, THEREFORE, in consideration of the mutual benefits to be derived herefrom and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Capitalized Terms. Capitalized terms used herein having the meanings ascribed to them in the Lease, Lease Amendment and Memorandum of Lease unless specifically defined herein.

2. Initial Term. Section 3 of the Memorandum of Lease is hereby amended and restated in its entirety to read as follows:

“The Initial Term of the Lease began on August 31, 2017, and shall terminate at 11:59 PM PST on November 8, 2052.”

3. Renewal Term. Section 4 of the Memorandum of Lease is hereby amended and restated in its entirety to read as follows:

“Tenant may extend the Initial Term for one (1) additional five (5) year period.”

4. Governing Law. This Memorandum of Amendment shall be governed by and construed in accordance with the laws of the State of Oregon (the “**State**”), without regard to the conflicts of law principles that would result in the application of any law other than the laws of such State.

5. Ratification. Except as amended as set forth herein, the Memorandum of Lease remains unchanged and is hereby ratified and agreed to.

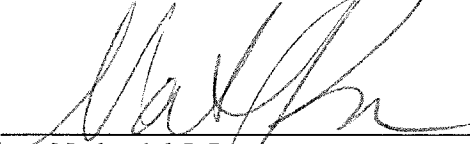
6. Full Force and Effect. Except as modified by this Memorandum of Amendment, all terms and conditions thereof remain in full force and effect.

7. Recording of Document. The Parties desire to enter into this Memorandum of Amendment, which is to be recorded in the Official Records of Klamath County, Oregon, in order that third parties may have notice of the interests of Tenant and the existence of the Lease and Amendment of Lease. Should there be any inconsistency between the terms of this Memorandum of Amendment and the Lease, as amended by the Lease Amendment, the terms of the Lease, as amended by the Lease Amendment, shall prevail.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Landlord has caused this Memorandum to be executed as of the date set forth above.

HA MERRILL LLC,
a Delaware limited liability company

By 

Name: Nathaniel J. Rose

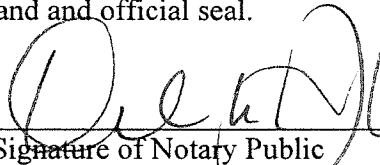
Title: Authorized Signatory

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.

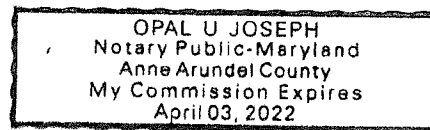
In witness thereof I hereunto set my hand and official seal.


Signature of Notary Public

Notary Public Printed Name: Opal U. Joseph


My Commission expires: 04/03/22

(SEAL)



IN WITNESS WHEREOF, Tenant has caused this Memorandum of Amendment to be executed as of the date set forth above.

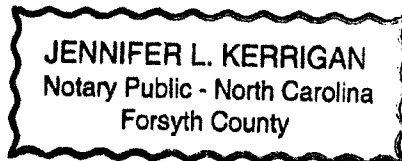
OR SOLAR 5, LLC,
a Delaware limited liability company

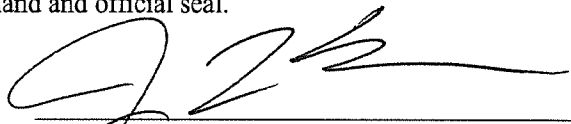
By: 
Name: William B. Owens, Jr.
Title: Vice President

STATE OF North Carolina
COUNTY OF Forsyth

On this 16th day of October, 2018, before me Jennifer L. Kerrigan, a Notary Public, personally appeared William B. Owens, Jr., Vice President of OR SOLAR 5, LLC, a Delaware limited liability company, and that he, as Vice President, 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 Vice President

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




Signature of Notary Public
Notary Public Printed Name: Jennifer L. Kerrigan
My Commission expires: 3-19-2019

(SEAL)

EXHIBIT A

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.