

Document Number

**FIRST AMENDMENT TO
STORMWATER
MANAGEMENT
FACILITY MAINTENANCE
AGREEMENT**

THIS FIRST AMENDMENT TO STORMWATER MANAGEMENT FACILITY MAINTENANCE AGREEMENT (this "Agreement") is dated to be effective as of the 30th day of June, 2016 by GREAT LAKES ENERGY TECHNOLOGIES, LLC, Wisconsin limited liability company ("Great Lakes"), ORION ENERGY SYSTEMS, INC., a Wisconsin corporation ("Orion"), TRAMONTINA U.S. COOKWARE, INC. ("Tramontina"), and the CITY OF MANITOWOC, WISCONSIN, a Wisconsin municipal corporation (the "City").

RECITALS

WHEREAS, Great Lakes is or was the fee simple owner of the property described on Exhibit A attached hereto (the "Great Lakes Property"); and

WHEREAS, Great Lakes intends to record, or has recorded, the certified survey map attached hereto as Exhibit B ("CSM") to subdivide the Great Lakes Property into two lots to be known as "Lot 1" and "Lot 2", respectively, all as more particularly set forth on the CSM, and has sold or intends to sell Lot 2 to Tramontina; and

WHEREAS, The Great Lakes Property is subject to a Stormwater Management Facility Maintenance Agreement by and between Great Lakes, Orion, and the City, dated December 5, 2008, and recorded on December 12, 2008 in Volume 2424, Page 74, as Document No. 1057567 (the "Stormwater Agreement"); and

WHEREAS, Great Lakes, Orion, Tramontina and the City agree that only Lot 1 should be benefitted and burdened by the Stormwater Agreement and have agreed to amend the Stormwater Agreement to clarify that the Stormwater Agreement only benefits and burdens Lot 1.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and also in consideration of the terms, conditions, covenants and mutual agreements hereinafter set forth, Great Lakes, Orion, and the City agree as follows:

1. Incorporation of Recitals. The above recitals are true and correct and form a material part of this Agreement.
2. Stormwater Agreement. Great Lakes, Orion, Tramontina and the City hereby acknowledge and agree that (a) only Lot 1 is subject to the benefits, burdens, terms, conditions and obligations of the Stormwater Agreement; and (b) for the avoidance of doubt, Lot 2 is not subject to the benefits, burdens, terms, conditions and obligations of the Stormwater Agreement, and the owner of Lot 2 shall have no rights or obligations with respect to the Stormwater Agreement.
3. Conflicts; Further Assurances. In the event of any conflict between the terms and provisions of this Agreement and the terms and provisions of the Stormwater Agreement, the terms and provisions of this Agreement shall govern, control and prevail. The parties hereto each agree to do such further acts and things and to execute and deliver such additional agreements and instruments as may reasonably be required to consummate, evidence or confirm the agreements contained herein.


After recording return to:

Nancy L. Haggerty, Esq.
100 East Wisconsin Avenue
Suite 3300
Milwaukee, WI 53202

052-809-401-033.00
Parcel Identification Number(s)

ORION:

ORION ENERGY SYSTEMS, INC.

By: 
Name: Michael J Potts
Title: President & COO

STATE OF WISCONSIN)
) ss.
COUNTY OF MANITOWOC)

Personally came before me this 28th day of June, 2016, the above named Mike Potts, the President & COO of Orion Energy Systems, Inc., and to me known to be the person who executed the foregoing instrument and acknowledged that they executed the same on behalf of said corporation and by its authority.

[SEAL]



*
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: 11/09/18)

EXHIBIT A

Legal Description of the Great Lakes Property

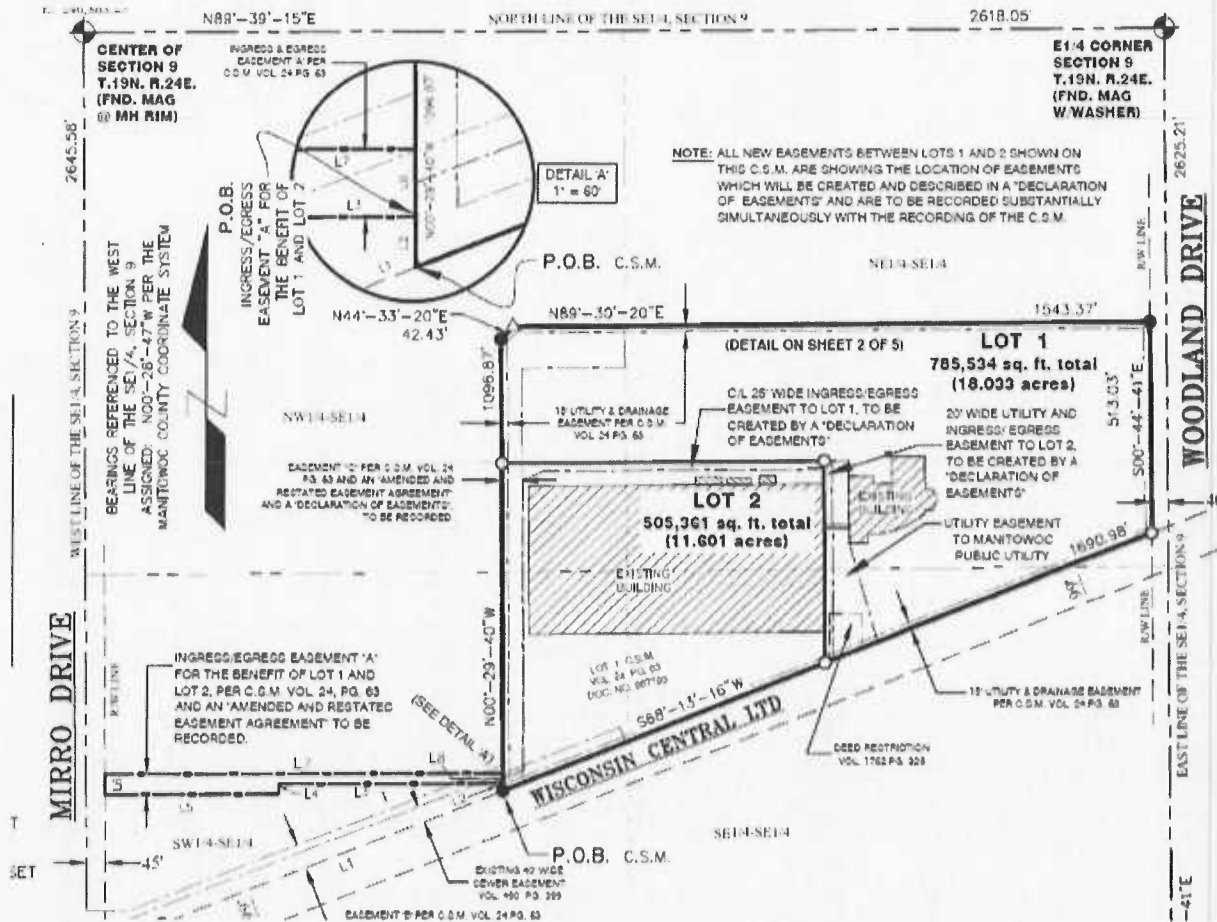
Tract Numbered One (1) of a Certified Survey in the Southeast Quarter of Section Numbered Nine (9), Township Numbered Nineteen (19) North, Range Numbered Twenty-Four (24) East, in the City of Manitowoc, as recorded in the Office of the Register of Deeds for Manitowoc County, Wisconsin, in Volume 24 of Certified Survey Maps, on Page 63, as Document No. 967193.

Excepting the East 40 feet for Woodland Drive.

And, Non-exclusive Easement for the benefit of the parcel above created by an Instrument dated May 27, 2004 and recorded in Volume 1995 of Records, Page 237, as Document No. 969543 for ingress and egress as provided for therein.

Exhibit A

EXHIBIT B
Certified Survey Map



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Exhibit B