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When recorded return hard copy to:

Hanwha QCells

300 Spectrum Center Drive

Suite 1250

Irvine, CA 92618

10/30/2015 08:55:12 AM

Fee: \$77.00

FIRST AMENDMENT TO MEMORANDUM OF LEASE AND EASEMENT
FOR A SOLAR ENERGY PROJECT

This First Amendment to that certain Memorandum of Lease and Easement for a Solar Energy Project (this "Amendment to Memorandum") is entered into effective as of June 26, 2015 by and between Gavin Rajnus, L.L.C. (hereinafter collectively "Owner"), and Skysol LLC, a Utah limited liability company, its successors and assigns (hereinafter referred to as "Company").

RECITALS

WHEREAS, Owner and Company entered into that certain Lease and Easement for a Solar Energy Project dated June 18, 2015 and effective June 26, 2015 (the "Original Lease") for certain real property located in Klamath County, Oregon, as more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Property");

WHEREAS, Owner and Company entered into a Memorandum of Lease and Easement for a Solar Energy Project, which was recorded October 13, 2015 as Instrument No. 2015-011236, Official Public Records, Klamath County, Oregon (the "Original Memorandum");

WHEREAS, Owner and Company entered into that certain First Amendment to the Original Lease, effective as of June 26, 2015 (the "First Amendment"), in order to amend certain provisions in the Original Lease and to further clarify other provisions in the Original Lease; and

WHEREAS, Owner and Company wish to enter into this Amendment to Memorandum for the purpose of giving notice of the existence of the First Amendment and the other rights and interests of Company.

NOW, THEREFORE, in consideration of the above premises and the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Defined Terms**. All terms used herein and denoted by their initial capitalization shall have the meanings set forth in the Original Lease unless set forth herein to the contrary.

2. **Amendment**. The Original Memorandum is hereby amended subject to the terms of the First Amendment.

3. **Counterparts**. This Amendment to Memorandum may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument.

4. Miscellaneous. This Amendment to Memorandum shall remain in full force and effect. In the event of any inconsistency or conflict between the terms of this Amendment to Memorandum and the terms of the First Amendment, the First Amendment shall control.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have authorized, executed, sealed and delivered this Amendment to Memorandum by their duly authorized representatives as the date first written above.

Gavin Rajnus, L.L.C. ("OWNER")

By: Gavin Rajnus

Name: Gavin Rajnus

Address: 20570 Paygr Rd.
Malin, OR 97632

STATE OF Oregon)
) SS:
COUNTY OF Klamath)

On this 22nd day of October, 2015 before me appeared Gavin Rajnus to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he/~~she~~/they executed as his/~~her~~/their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year first above written.

Name (signature): Sharolyn Kay Neumeier
Notary Public

My Commission Expires: April 20, 2016



PLEASE AFFIX SEAL FIRMLY AND CLEARLY
IN THIS BOX.

IN WITNESS WHEREOF, the parties hereto have authorized, executed, sealed and delivered this Amendment to Memorandum by their duly authorized representatives as the date first written above.

SKYSOL LLC ("COMPANY")

By: [Signature]

Name: ROS ROCEO VRIBA

Title: PRESIDENT

Address: 1612 E BAINBRIDGE Rd
UTAH, 84092

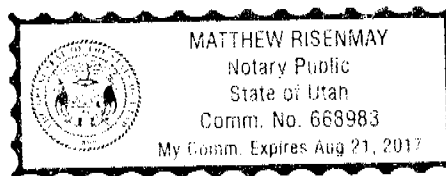
STATE OF Utah)
COUNTY OF Salt Lake) SS:

On this 16 day of October, 2015 before me appeared Ros Roceo Vriba to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he/she/they executed as his/her/their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year first above written.

Name (signature): [Signature]
Notary Public

My Commission Expires: August 21, 2017



PLEASE AFFIX SEAL FIRMLY AND CLEARLY
IN THIS BOX.

EXHIBIT A

LEGAL DESCRIPTION

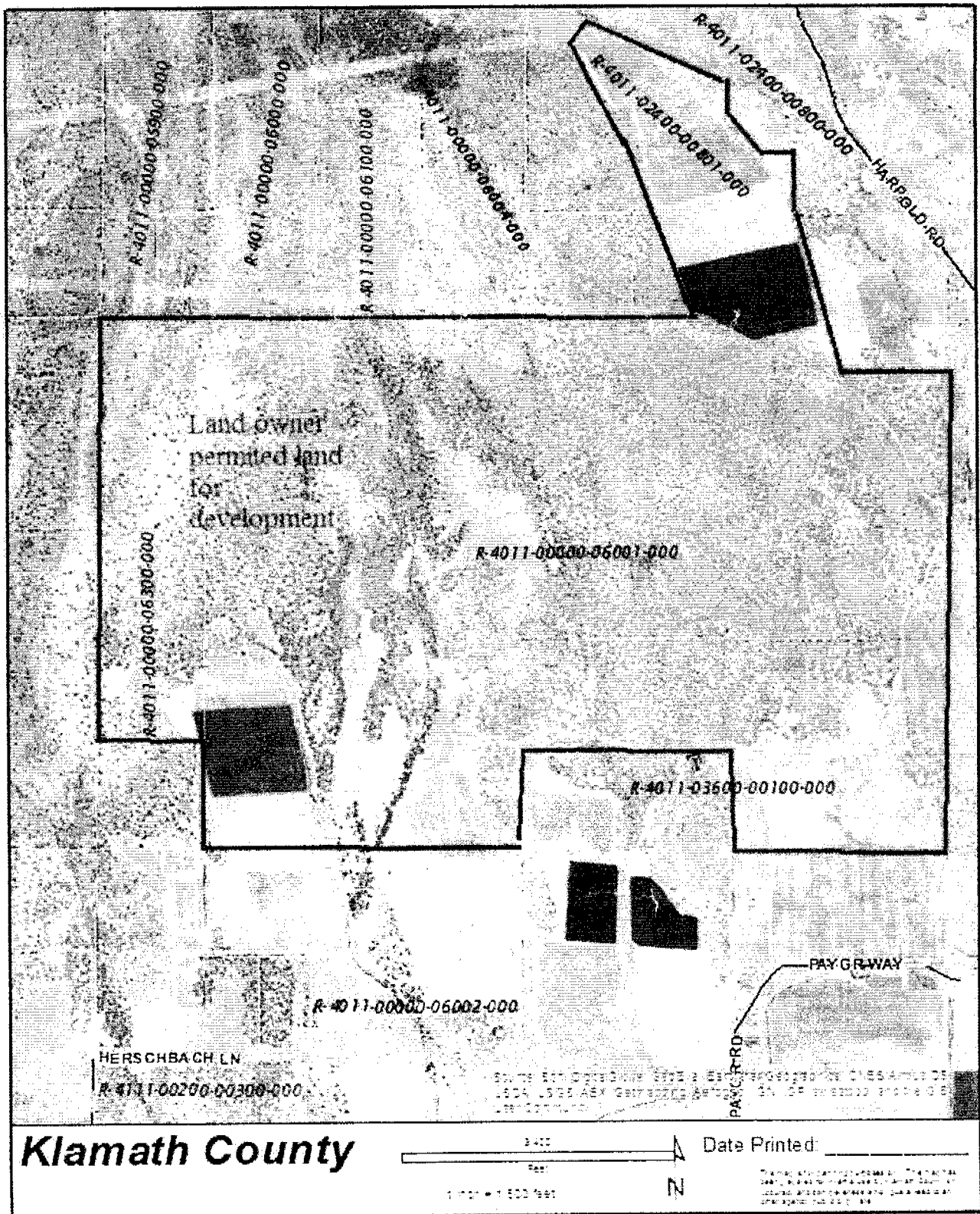


Exhibit A

99 APR 14 AM 56

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RETURN TO: WILLIAM F. BRADSHAW 411 Pine St. Klamath Falls, OR 97601	TAX STATEMENT TO: Gavin Rajnus, L.L.C. 30485 Transformer Road Malin, OR 97632	CLERK'S STAMP:
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-BARGAIN AND SALE DEED-

Donald A. Rajnus and Sharon L. Rajnus, Grantors, convey to Gavin Rajnus, L.L.C., an Oregon limited liability company, Grantee, the following described real property situated in the County of Klamath, State of Oregon, to-wit:

Parcel 1: Parcel 1 of Land Partition No. 86-96 filed March 6, 1998 in the Office of the County Clerk of Klamath County, Oregon.

Parcel 2: A parcel of land situated in Section 24, Township 40 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a 5/8" iron pin on the South line of Section 24 which bears S 89°28'49" W a distance of 1904.22 feet from the iron pipe monument marking the southeast corner of said Section 24; thence North a distance of 733.90 feet to a 5/8" iron pin; thence S 87°05'29" W a distance of 474.56 feet to an existing fence line; thence along said fence line the following courses and distances; N 37°57'07" W, 580.32 feet; N 28°04'40" W, 62.68 feet; N 01°12'20" W, 113.67 feet; N 68°20'33" W, 325.15 feet; N 65°06'44" W, 142.10 feet; N 69°13'47" W, 457.11 feet; N 61°17'24" W, 59.74 feet; N 54°47'56" W, 235.58 feet; N 65°24'25" W, 718.70 feet; S 29°46'09" W, 369.97 feet; S 31°37'54" E, 773.75 feet; S 30°28'45" E, 172.31 feet; S 27°33'56" E, 499.39 feet; and S 22°18'19" E 871.74 feet to a point on the South line of said Section 24; thence along said South line N 89°28'49" E a distance of 1752.36 feet, more or less to the point of beginning.

ALSO a 40 foot wide road easement, the centerline of which is described as follows: Beginning at a point which bears S 89°28'49" W a distance of 1904.22 feet and North a distance of 733.87 feet from the Southeast corner of said Section 24; thence N 87°02' E, 88.0 feet; thence N 27°37' E, 205.0 feet; thence S 87°01' E, 240.0 feet; thence N 77°16' E, 122.0 feet, more or less to a point on the Westerly line of County Road No. 1097.

The true and actual consideration for this transfer is the conveyance of assets to the limited liability company.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING PER TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

DATED this 8TH day of APRIL, 1999.

Donald A. Rajnus
Donald A. Rajnus

Sharon L. Rajnus
Sharon L. Rajnus

STATE OF OREGON)
County of Klamath) ss. APRIL 8, 1999.

Personally appeared the above-named Donald A. Rajnus and Sharon L. Rajnus and acknowledged the foregoing instrument to be their voluntary act. Before me:

Karen A. Baker
Notary Public for Oregon
My Commission expires: 9-28-01



13568

STATE OF OREGON : COUNTY OF CLATSOP ss.

Filed for record at request of William Brandoness the 14th day
of April A.D. 1999 at 11:56 o'clock A. M. and duly recorded in Vol. 899
of Deeds on Page 13557

Linda Smith, County Clerk

FEE \$35.00

by Kathleen Ross

Form 1860-9
(January 1988)
OR 53187

The United States of America
To all to whom these presents shall come, Greeting:

WHEREAS

GAVIN RAJNUS, L.L.C.

is entitled to a Land Patent pursuant to Section 203 of the Act of October 21, 1976 (43 U.S.C. 1713), for the following described land:

Willamette Meridian, Oregon
T. 40 S., R. 11 E.,
sec. 26, SW $\frac{1}{4}$ SW $\frac{1}{4}$;
sec. 35, NW $\frac{1}{4}$ NW $\frac{1}{4}$.

Containing 80.00 acres; and

WHEREAS, the above-mentioned **Gavin Rajnus, L.L.C.**, is also entitled to a patent pursuant to Section 209 of the Act of October 21, 1976 (43 U.S.C. 1719), for certain of the mineral deposits in the land described above;

NOW KNOW YE, that there is, therefore, granted by the UNITED STATES unto the said **Gavin Rajnus, L.L.C.**, the land above described; TO HAVE AND TO HOLD the said land with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said **Gavin Rajnus, L.L.C.**, its successors and assigns forever; and

EXCEPTING AND RESERVING TO THE UNITED STATES:

1. A right-of-way thereon for ditches or canals constructed by the authority of the United States. Act of August 30, 1890 (43 U.S.C. 945); and

Page 1 of 2

PATENT NUMBER: **36-2001-0128**