

2017-001670

Klamath County, Oregon



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02/16/2017 02:50:01 PM

Fee: \$82.00

RECORDING COVER SHEET (Please Print or Type)

This cover sheet was prepared by the person presenting the instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, ORS 205.234, and does NOT affect the instrument.

THIS SPACE RESERVED FOR USE BY
THE COUNTY RECORDING OFFICE

AFTER RECORDING RETURN TO:

BOOMERANG INFORMATION SERVICES

100 S KING ST., SUITE 100, #703

SEATTLE, WA 98104

1) TITLE(S) OF THE TRANSACTION(S) ORS 205.234(a)

MEMORANDUM OF AMENDED AND RESTATED LEASE AND EASMENT

2) DIRECT PARTY / GRANTOR(S) ORS 205.125(1)(b) and 205.160

GAVIN RAJNUS, L.L.C.

3) INDIRECT PARTY / GRANTEE(S) ORS 205.125(1)(a) and 205.160

SKYSOL, LLC

4) TRUE AND ACTUAL CONSIDERATION

ORS 93.030(5) – Amount in dollars or other

\$ 10.00

☐ Other**5) SEND TAX STATEMENTS TO:****6) SATISFACTION of ORDER or WARRANT**

ORS 205.125(1)(e)

CHECK ONE:
(If applicable)☐

FULL

☐

PARTIAL

7) The amount of the monetary obligation imposed by the order or warrant. ORS 205.125(1)(c)

\$

8) If this instrument is being Re-Recorded, complete the following statement, in accordance with ORS 205.244: "RERECORDED AT THE REQUEST OF

TO CORRECT

PREVIOUSLY RECORDED IN BOOK _____ AND PAGE _____, OR AS FEE
NUMBER _____."

MEMORANDUM OF AMENDED AND RESTATED LEASE

When recorded return to:
Skysol LLC
c/o 174 Power Global Corporation
300 Spectrum Center Drive, Suite 1250
Irvine, CA 92618

MEMORANDUM OF AMENDED AND RESTATED LEASE AND EASEMENT FOR A SOLAR ENERGY PROJECT

THIS MEMORANDUM OF AMENDED AND RESTATED LEASE AND EASEMENT FOR A SOLAR ENERGY PROJECT (the "Memorandum") is made and entered into as of the 26th day of January 2017, but effective as of June 18, 2015, by and between Gavin Rajnus, L.L.C., an Oregon limited liability company ("OWNER"), and Skysol LLC, a Utah limited liability company, and its assigns (hereinafter called "COMPANY").

RECITALS

WHEREAS, OWNER and COMPANY entered into that certain Lease and Easement for a Solar Energy Project dated June 18, 2015, as evidenced by that certain Memorandum of Lease and Easement for a Solar Energy Project dated June 18, 2015, recorded on October 13, 2015, as Instrument No. 2015-011236 Official Public Records, Klamath County, Oregon (the "Original Lease");

WHEREAS, OWNER and COMPANY entered into that certain First Amendment to Lease and Easement for a Solar Energy Project dated June 26, 2015, as evidenced by that certain Memorandum of Lease and Easement for a Solar Energy Project dated June 26, 2015, recorded on October 30, 2015, as Instrument No. 2015-011878, Official Public Records, Klamath County, Oregon (the "First Amendment to the Original Lease," and together with the Original Lease, the "Lease");

WHEREAS, OWNER and COMPANY have further amended and restated the Lease as set forth in that certain Amended and Restated Lease and Easement for a Solar Energy Project dated January 26, 2017, but effective as of June 18, 2015, by and between OWNER and COMPANY (the "Agreement"), whereby OWNER has granted and hereby grants to COMPANY certain lease and easement rights pertaining to that certain real property owned by OWNER in Klamath County, Oregon as more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the parties wish to give notice of the existence of the Agreement and the other rights and interest of COMPANY.

NOW THEREFORE, in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants, agreements and conditions contained herein and contained in the Agreement, the parties hereto agree as follows:

1. **Definitions.** Capitalized terms used but not otherwise defined in this Memorandum shall have the same meaning ascribed to such terms in the Agreement.

2. **Lease Rights.** OWNER has leased and hereby leases the Property to COMPANY on the terms and provisions set forth in the Agreement. The Agreement is for the use of the Property solely for solar energy purposes, and provides COMPANY with (and Company is hereby granted) the exclusive right to use the Property (including an exclusive easement to use, convert, maintain and capture the free and unobstructed solar ray resources over and across the entirety of the horizontal space and the entirety of the vertical air space lying above the surface of the Property) for solar energy purposes, including but not limited to converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted through underground and overhead lines as provided in the Agreement, together with the following activities related thereto: (a) determining the feasibility of solar energy conversion on the Property, including studies of solar rays and other such activities as extracting soil samples, and all other testing, studies or sampling desired by COMPANY; (b) developing, constructing, installing, using, replacing, relocating, controlling, using and removing from time to time, and maintaining and operating Solar Power Facilities; and (c) undertaking any other activities, whether accomplished by COMPANY or a third party authorized by COMPANY, that COMPANY reasonably determines are necessary, useful or appropriate to accomplish any of the foregoing, including the right to erect, construct, reconstruct, replace, relocate, remove, control, maintain and use the Solar Power Facilities.

3. **Grant of Easements.** OWNER has granted, and hereby grants, to COMPANY the following easements ("Easements"): (a) an exclusive easement on, over and across the entirety of the horizontal space and the entirety of the vertical air space lying above the surface of the Property to capture, use, convert, and maintain the free and unobstructed solar rays currents and solar resources over and across the Property; (b) the right of ingress and egress to and from the Solar Power Facilities; and (iv) certain other easements and rights to use and enjoy the Property, all as more particularly set forth in the Agreement.

4. **Non-Interference and Setbacks.** To the extent permitted by law OWNER has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, or in any governmental entitlement or permit heretofore or hereafter issued to COMPANY, such sub-lessee or such affiliate. OWNER has agreed not to engage in any activity that might cause a decrease in the output or efficiency of any Solar Power Facilities or construct any structures, or allow the construction of any structures within five hundred (500) feet of solar arrays.

5. **Assignments by OWNER.** OWNER is obligated to notify COMPANY in writing of any sale, assignment or transfer of any of OWNER's interest in the Property, or any part thereof. Until such notice is received, COMPANY shall have no duty to any successor OWNER, and COMPANY shall not be in default under the Agreement if it continues to make all payments to the original OWNER before notice of sale, assignment or transfer is received. Except under certain conditions, more particularly described in the Agreement, OWNER shall neither sever nor attempt to sever the Property's solar energy rights or interests from the Property's fee title or otherwise convey, assign or transfer or attempt to convey, assign or transfer the Agreement, or the rights to payments due to OWNER under the Agreement, except to a successor owner of the Property.

6. **Covenants Running with the Land.** OWNER and COMPANY agree that all of the covenants and agreements contained in the Agreement touch and concern the Property and are expressly intended to, and shall, be covenants running with the land and shall be binding upon the Property and each Party's present and future estate or interest therein and upon each of the parties, their respective heirs, administrators, executors, legal representatives, successors and assigns.

7. **Subordination.** The Agreement provides that from and after its effective date, any right, title or interest created by OWNER in favor of or granted to any third party shall be subject to (a) the Agreement and all of COMPANY's rights, title and interests created thereby, (b) any lien of any lender of COMPANY's then in existence on the leasehold and other estates created by the Agreement, and (c) COMPANY's right to create a lien in favor of any lender of COMPANY's.

8. **Notice and Binding Effect.** It is understood that the purpose of this Memorandum is to give notice of the Agreement. The Agreement contains other terms and conditions set forth more fully therein. All such terms and conditions of the Agreement are incorporated herein by this reference. The parties hereby ratify and confirm the Agreement as if the Agreement were being re-executed by them and recorded. This Memorandum shall bind and inure to the benefit of OWNER and COMPANY and their respective successors and assigns, and shall encumber the Property and shall be binding on OWNER's successors-in-interest thereto and all persons claiming by, through or under OWNER, subject to the express provisions of the Agreement. In the event of any inconsistency between the provisions of this Memorandum and the Agreement, the provisions of the Agreement shall control.

9. **Counterpart Execution.** This Memorandum may be executed in one or more counterparts, all of which, taken together, shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Amended and Restated Lease and Easement for a Solar Energy Project effective as of the Effective Date.

OWNER:

GAVIN RAJNUS, L.L.C., an Oregon limited liability company

By: Gavin Rajnus
Name: Gavin Rajnus
Its: Member

By: Julie Rajnus
Name: Julie Rajnus
Its: member

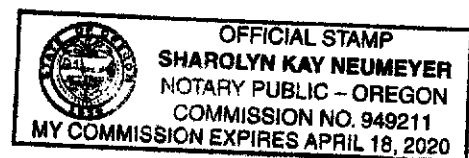
By: Don Rajnus
Name: DON RAJNUS
Its: member

By: Sharon Rajnus
Name: SHARON RAJNUS
Its: member

State of Oregon
County of Klamath

This instrument was
acknowledged before me
on January 26, 2017, by
Gavin Rajnus, Julie Rajnus,
Don Rajnus and Sharon
Rajnus

Sharolyn Kay Neumeyer
Public Notary
my Commission Expires
April 18, 2020



COMPANY:

SKYSOL LLC, a Utah limited liability company

By: 174 Power Global Corporation, a Delaware corporation
Its: Manager

By: [Signature]
Name: Henry Yun
Its: President

[SIGNATURES TO BE NOTARIZED]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

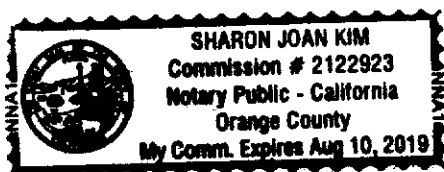
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Orange)
 On February 8, 2017 before me, Sharon Joan Kim, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Henry Yun
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

EXHIBIT A

**TO MEMORANDUM OF AMENDED AND RESTATED LEASE AND EASEMENT
FOR A SOLAR ENERGY PROJECT
LEGAL DESCRIPTION OF PROPERTY**

The real property comprising approximately 320 acres within:

Parcel 1 of Land Partition 18-12 being a re-plat of Parcel 1 of Land Partition 56-96, situate in section 25, 26, 35 and 36, Township 40 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon and duly recorded on February 26, 2013 in 2013-002139, Records of Klamath County, Oregon.

Map. No.:

R-4011-00000-06001

R-4011-02400-00801