

2019-000431

Klamath County, Oregon

01/15/2019 10:10:01 AM

Fee: \$132.00

When recorded return to:

Skysol, LLC
c/o 174 Power Global Corporation
300 Spectrum Center Drive, Suite 1020
Irvine, CA 92618

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

THIS MEMORANDUM OF FIRST AMENDMENT TO AMENDED AND RESTATED LEASE AND EASEMENT FOR A SOLAR ENERGY PROJECT (this "Memorandum of First Amendment") is entered into as of the 28th day of December, 2018 (the "Effective Date"), by and between Gavin Rajnus, L.L.C., a Oregon limited liability company ("OWNER"), and Skysol, LLC, a Utah limited liability company ("COMPANY"). OWNER and COMPANY may sometimes be referred to each as a "Party" or together as "Parties".

RECITALS

WHEREAS, OWNER and COMPANY entered into that certain Amended and Restated Lease and Easement for a Solar Energy Project dated as of January 26, 2017, but effective as of June 18, 2015 (the "Original Lease"), whereby OWNER granted to COMPANY certain lease and easement rights pertaining to that certain real property owned by OWNER in Klamath County, Oregon (the "Property");

WHEREAS, the Original Lease was evidenced by that certain Memorandum of Amended and Restated Lease and Easement for a Solar Energy Project, which was recorded on February 16, 2017, as Instrument Number 2017-001670, Official Public Records, Klamath County, Oregon (the "Memorandum of Original Lease");

WHEREAS, the Parties entered into that certain First Amendment to Amended and Restated Lease and Easement for a Solar Energy Project, dated as of the Effective Date (the "First Amendment");

WHEREAS, the Parties wish to give notice of the existence of the First Amendment by executing this Memorandum of First Amendment; and

WHEREAS, the Original Lease, as amended by the First Amendment, shall be referred to as the "Lease".

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

1. **Legal Description of the Property.** The First Amendment revised the legal description of the Property subject to the Lease, which revised legal description is set forth in

Exhibit A to this Memorandum of First Amendment. The legal description in Exhibit A to the Original Lease and Memorandum of Original Lease shall be deleted and replaced with Exhibit A to this Memorandum of First Amendment.

2. **Water Rights.** COMPANY has the right to produce and purchase water from the well now existing on the Property or wells that COMPANY may drill, subject to the terms and conditions set forth in the Water Supply Agreement referenced in the First Amendment

3. **Counterpart Execution.** This Memorandum of First Amendment may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

4. **Incorporation by Reference.** The terms, covenants, and conditions of the Lease are incorporated into this Memorandum of First Amendment as if set forth fully herein.

5. **Effect.** This Memorandum of First Amendment is intended to provide record notice of the First Amendment. In the event of any inconsistency between the terms and provisions of this Memorandum of First Amendment and the terms and provisions of the Lease, the terms and provisions of the Lease shall control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of First Amendment as of the date set forth in the acknowledgement of each signatory's signature with the intent that the "Effective Date" be the last date executed by a signatory.

OWNER:

Gavin Rajnus, L.L.C.

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

COMPANY:

Skysol, LLC

By: 174 Power Global Corporation
Its: Manager

By: Henry Yun
Name: Henry Yun
Its: President

STATE OF Oregon)
) SS:
COUNTY OF Klamath)

On this 21st day of December, 2018, 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~~ executed same as his/her 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 Neumeyer
Notary Public

My Commission Expires: April 18, 2020



PLEASE AFFIX SEAL FIRMLY AND
CLEARLY IN THIS BOX.

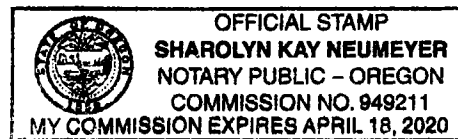
STATE OF Oregon)
) SS:
COUNTY OF Klamath)

On this 21st day of December, 2018, before me appeared Julie Rajnus to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he/she executed same as his/her 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 Neumeyer
Notary Public

My Commission Expires: April 18, 2020



PLEASE AFFIX SEAL FIRMLY AND
CLEARLY IN THIS BOX.

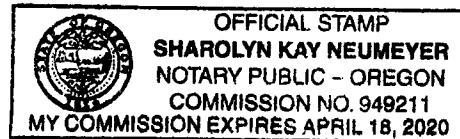
STATE OF Oregon)
) SS:
COUNTY OF Klamath)

On this 21st day of December, 2018, before me appeared Don Rajnus to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he/~~she~~ executed same as his/~~her~~ 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 18, 2020



PLEASE AFFIX SEAL FIRMLY AND
CLEARLY IN THIS BOX.

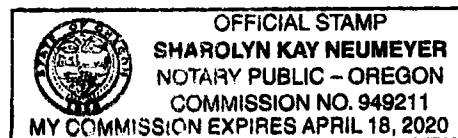
STATE OF Oregon)
) SS:
COUNTY OF State)

On this 21st day of December, 2018, before me appeared Sharon Rajnus to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he/she executed same as his/her 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): Sharon Kay Neumeier
Notary Public

My Commission Expires: April 18, 2020



PLEASE AFFIX SEAL FIRMLY AND
CLEARLY IN THIS BOX.

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.

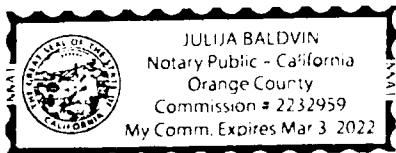
State of California

County of Orange

On December 18, 2018 before me, Julija Baldwin, 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

Baldwin

Signature of Notary Public

Place Notary Seal and/or Stamp Above

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 of Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

EXHIBIT A
To
MEMORANDUM OF FIRST AMENDMENT TO
AMENDED AND RESTATED LEASE AND EASEMENT FOR A SOLAR ENERGY
PROJECT

LEGAL DESCRIPTION OF PROPERTY

Once a legal description of the Property is created by a licensed surveyor at COMPANY's sole cost and expense, Exhibit A shall automatically be replaced with the legal description of the Property without the need for a formal amendment of this Agreement to effectuate the revised legal description.

The real property comprising up to approximately 320 acres within:

- (A) Parcel 1 of Land Partition 18-12 being a re-plat of Parcel 1 of Land Partition 56-96, situated 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); and
- (B) A parcel of land situated in Section 24, Township 40 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon (Map No. R-4011-02400-00801), more particularly described as follows:

Beginning at a 5/8" iron pin on the South line of Section 24 which bears S89°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 753.90 feet to a 5/8" iron pin; thence S87°05'29" W a distance of 474.55 feet to an existing fence line; thence along said fence line the following courses and distances; N37°57'07" W, 580.32 feet; N28°04'40" W, 62.68 feet; N01°12'20" W, 313.67 feet; N68°20'33" West 325.15 feet; N65°06'44" W, 142.10 feet; N69°13'47" W, 457.11 feet; N61°17'24" W, 59.74 feet; N54°47'56" W, 235.58 feet; N65°24'25" W, 718.70 feet; S29°46'09" W, 369.97 feet; S31°37'54" E, 773.75 feet; S30°28'45" E, 172.31 feet; S27°33'56" E, 499.39 feet; and S22°18'19" E, 871.74 feet to a point on the South line of said Section 24; thence along said South line N89°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 S89°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 N87°02' E, 88.0 feet; thence N57°37" E, 205.0 feet; thence S87°01' E, 240.0 feet; thence N77°16' E, 122.0 feet, more or less to a point on the Westerly line of County Road No. 1097.; and

(C) Approximately 40 acres comprising the NW1/4NW1/4 of Section 35, Township 40 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon (Map No. R-4011-00000-06300).