

2022-006950

Klamath County, Oregon

06/02/2022 04:06:01 PM

Fee: \$117.00

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

When recorded return to:

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

THIS MEMORANDUM OF SECOND AMENDMENT TO AMENDED AND RESTATED LEASE AND EASEMENT FOR A SOLAR ENERGY PROJECT (this "Memorandum of Second Amendment") is entered into as of the 27th day of May, 2022 (the "Second Amendment 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, 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, as amended by that certain First Amendment to Amended and Restated Lease and Easement for a Solar Energy Project dated December 28, 2018, as evidenced by that certain Memorandum of First Amendment to Amended and Restated Lease and Easement for a Solar Energy Project, which was recorded on January 15, 2018 as Instrument Number 2019-000431, Official Public Records, Klamath County, Oregon (collectively, the "Lease");

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

WHEREAS, the Parties wish to give notice of the existence of the Second Amendment by executing this Memorandum of Second Amendment.

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 Second Amendment amended the description of the Property subject to the Lease. The revised legal description of the Property that is subject to the Lease is set forth in Exhibit A to this Memorandum of Second Amendment.

2. **Counterpart Execution.** This Memorandum of Second 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.

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

4. **Effect.** This Memorandum of Second Amendment is intended to provide record notice of the Second Amendment. In the event of any inconsistency between the terms and provisions of this Memorandum of Second Amendment and the terms and provisions of the Lease, as amended by the Second Amendment, the terms and provisions of the Lease, as amended by the Second Amendment, shall control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Second Amendment as of the Second Amendment Effective Date.

OWNER:

Gavin Rajnus, L.L.C.,
an Oregon limited liability company

By: _____
Name: D. Gavin Rajnus
Its: Operating Manager

COMPANY:

By: Hanwha Total Solar II, LLC,
a Delaware limited liability company
Its: Manager

By: _____
Ik Pyo Kim
Its: Co-CEO

By: _____
Naim Amarsy
Co- JV Manager

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Second Amendment as of the Second Amendment Effective Date.

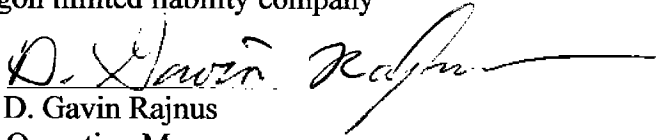
OWNER:

Gavin Rajnus, L.L.C.,
an Oregon limited liability company

By:

Name: D. Gavin Rajnus

Its: Operating Manager



COMPANY:

By: Hanwha Total Solar II, LLC,
a Delaware limited liability company

Its: Manager

By:

Ik Pyo Kim

Its: Co-CEO

By:

Marc-Antoine Pignon

Co-CEO

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) SS:

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ACKNOWLEDGMENT

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

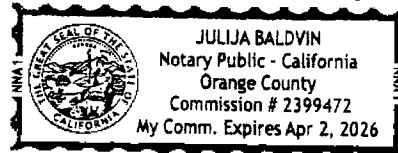
County of Orange

On May 11, 2012 before me, Julija Baldwin, Notary Public
(insert name and title of the officer)

personally appeared Ik Pyo Kim and Naim Arnaisy
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 (Seal)

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

LEGAL DESCRIPTION OF PROPERTY

The following real property shall comprise the Property subject to the Lease:

- (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);

But the Property subject to the Lease shall not include the following real property:

- (1) A 5.25-acre proposed PacifiCorp substation parcel, which is described as: A PORTION OF PARCEL 1, LAND PARTITION 18-12, FILED FEBRUARY 26, 2013, IN VOLUME 2013, PAGE 2139, KLAMATH COUNTY, OREGON RECORDS, LYING WITHIN THE NORTHEAST QUARTER (NE1/4) OF SECTION 25, TOWNSHIP 40 SOUTH, RANGE 11 EAST, WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH BEARS SOUTH 59°52'01" WEST, 2716.42 FEET FROM A FOUND 3" BRASS CAP MARKING THE NORTHEAST CORNER OF SAID SECTION 25; THENCE NORTH 88°53'18" EAST, 630.00 FEET; THENCE SOUTH 01°06'42" EAST, 332.00 FEET TO A POINT WHICH BEARS SOUTH 79°23'14" WEST, 1770.89 FEET FROM A FOUND 1-1/2" ALUMINUM CAP MARKING THE SOUTHWEST CORNER OF SECTION 30, TOWNSHIP 40 SOUTH, RANGE 12 EAST, WILLAMETTE MERIDIAN; THENCE SOUTH 82°18'44" WEST, 535.00 FEET; THENCE NORTH 62°42'40" WEST, 112.00 FEET; THENCE NORTH 01°06'42" WEST, 340.00 FEET TO THE POINT OF BEGINNING; and
- (2) That certain 2.24-acre real property described as the access easement as set forth in Exhibit A to that certain Access Easement dated September 23, 2021, by and between Gavin Rajnus LLC and PacifiCorp, recorded on October 5, 2021 as Instrument Number 2021-015036 in the Official Public Records of Klamath County, Oregon; and
- (3) That certain 0.44-acre real property described as the power easement as set forth in Exhibit A to that certain Right of Way Easement by and between Gavin Rajnus LLC and PacifiCorp, recorded on December 7, 2021 as Instrument Number 2021-018141 in the Official Public Records of Klamath County, Oregon; and
- (4) That certain 1.03-acre real property described as the power easement as set forth in Exhibit A to that certain Right of Way Easement by and between Gavin Rajnus LLC and PacifiCorp, recorded on December 7, 2021 as Instrument Number 2021-018142 in the Official Public Records of Klamath County, Oregon;

- (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).