DOCUMENT PREPARED BY AND AFTER RECORDING, PLEASE RETURN TO:

Sun Edison LLC Attn: Assistant General Counsel 44 Montgomery Street, Suite 2200 San Francisco, California 94104 ENT# 256875 Bk# 493 Pg 793
Date: 19-Aug-2015 10:47 AM
Fee: \$16.00 ACH
Filed By: CP
CINDY PETERSON, RECORDER
BEAVER COUNTY CORPORATION
For: METRO NATIONAL TITLE
Recordeded Electronically by Simplifile

MNT-441649

TOX 10: 02-0025-000 MEMORANDUM OF LEASE

This MEMORANDUM OF LEASE is made and entered into as of August 2 2015, by and by and between MURPHY-BROWN LLC, a Delaware limited liability company doing business in Utah as CIRCLE FOUR FARMS ("Landlord"), and REUT ORIGINATION, LLC, a Delaware limited liability company ("Tenant").

WITNESSETH

WHEREAS, pursuant to that certain Ground Lease (the "Lease") of even date herewith by and between Landlord and Tenant, Tenant leases from Landlord the land more particularly described in Exhibit A attached hereto and made a part hereof, together with all appurtenances thereto (collectively, the "Premises").

WHEREAS, the parties hereto desire to enter into this Memorandum of Lease for the purpose of recording a document in the Real Property Records of Beaver County, Utah that will provide public notice of the existence of the Lease and certain of its terms and conditions.

NOW, THEREFORE, the parties hereto do hereby certify and agree as follows:

- 1. <u>Lease of Premises</u>. Landlord leases to Tenant, and Tenant leases from Landlord, for the Term (as defined below) and subject to the provisions of the Lease, to each of which Landlord and Tenant mutually agree, the Premises.
- 2. <u>Term.</u> The term of the Lease (the "<u>Term</u>") shall be the period commencing on the date hereof (the "<u>Effective Date</u>") and consisting of two (2) phases, the Development Term (including any and all extensions thereof) and the Operating Term (including any and all extensions thereof). The Development Term shall mean the period commencing on the Effective Date and continuing for a term of two (2) years, unless extended or terminated in accordance with the provisions of the Lease. The Operating Term shall mean the period commencing on the Commercial Operation Date and ending on the date that is twenty (20) years after the Commercial Operation Date, unless extended or terminated in accordance with the provisions of the Lease.
- 3. <u>Successors and Assigns</u>. The Lease provides that the provisions of the Lease are binding upon and inure to the benefit of Landlord and Tenant and each of their respective representatives, successors and assigns, subject to certain limitations.
- 4. <u>Purpose of Memorandum of Lease</u>. This Memorandum of Lease, when recorded in the Land Records of Beaver County, Utah is intended to serve as public notice of the existence of the Lease and of certain of its terms and conditions. This Memorandum of Lease does not describe or refer to all of

the terms or conditions contained in the Lease, nor is this Memorandum of Lease intended to modify, amend or vary any of the terms or conditions set forth in the Lease.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Lease to be duly executed under seal and delivered as of the date first written above.

LANDLORD:

MURPHY-BROWN LLC, a Delaware limited liability company

By: Name: Its:

General Manage,

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 <u>Utah</u>

County of Beaver

On August 3rd 2015 before me House Winderlick, Notary Public personally appeared

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 Utch that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Haylee Dundelich.

HAYLEE D WUNDERLICH
Notary Public
State of Utah
Comm. No. 677297
My Gomm. Expires Jun 7, 2018

(seal)

TENANT:

REUT ORIGINATION, LLC, a
Delaware limited liability company

By: Name:

Christopher R. Marat Assistant Secretary

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 SanFrancisco

On August 3, 2015 before me Maly K Dulalo, Notary Public personally appeared Christopher & Maratas

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/ther 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 that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

MARY K. DULALIA
COMM. #2038477
Notary Public - California
Alamede County
My Comm. Expires Sep. 20, 2017

(seal)

EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES

LEASE PROPERTY DESCRIPTION

BEGINNING AT A POINT WHICH IS \$00°15'18"W 11.46 FT ALONG THE NORTH-SOUTH QUARTER SECTION LINE OF SECTION 9, TOWNSHIP 28 SOUTH, RANGE 10 WEST, SALT LAKE MERIDIAN, AND N90°00'00"W 13.98 FT; THENCE \$00°00'00"E 909.04 FT; THENCE N90°00'00"W 1083.18 FT; THENCE N00°00'00"E 653.87 FT; THENCE N90°00'00"E 67.71 FT; THENCE N00°00'00"E 265.21 FT TO A POINT ON THE SOUTH SIXTEENTH SECTION LINE OF SAID SECTION 9; THENCE LEAVING SAID SOUTH SIXTEENTH SECTION LINE N00°00'00"E 30.18 FT; THENCE N90°00'00"E 47.77 FT; THENCE \$00°00'00"E 30.12 FT TO A POINT ON SAID SOUTH SIXTEENTH SECTION LINE; THENCE LEAVING SAID SOUTH SIXTEENTH SECTION LINE \$00°00'00"E 10.10 FT; THENCE N90°00'00"E 967.70 FT TO THE POINT-OF-BEGINNING (P.O.B.) AND CONTAINS 22.25 ACRES.