



05/02/2011 10:11:30 AM

Fee: \$67.00

EXHIBIT D
Form of Recording Memorandum

After recording return to:

Invenergy Solar Development LLC
c/o Invenergy LLC
One South Wacker Drive
Suite 1900
Chicago, Illinois 60606
ATTN: Land Administration

THIS SPACE FOR RECORDERS USE ONLY

MEMORANDUM OF SOLAR LEASE AND EASEMENT AGREEMENT

THIS MEMORANDUM OF LEASE AND EASEMENT AGREEMENT (this "Memorandum"), is made, dated and effective as of DEC 28, 10 (the "Effective Date"), between John & LeeAnn Paddock (together with its successors, assigns and heirs, "Owner"), whose address is 2220 5th Street, LaVerne, CA 91750, and Invenergy Solar Development LLC a Delaware limited liability company (together with their transferees, successors and assigns, "Grantee"), whose address is One South Wacker Drive, Suite 1900, Chicago, IL 60606, with regards to the following:

1. Owner and Grantee did enter into that certain LEASE AND EASEMENT AGREEMENT of even date herewith (the "Agreement"), which affects the real property located in Klamath County, Oregon, as more particularly described in Exhibit A attached hereto (the "Property"). Capitalized terms used and not defined herein have the meaning given the same in the Agreement.

2. The Agreement grants, and Owner hereby grants, Grantee, among other things, (a) the exclusive right to develop and use the Property, including, without limitation, for converting solar energy into electrical energy and collecting and transmitting the electrical energy so converted; (b) an exclusive easement to capture, use and convert the unobstructed solar flux over and across the Property from all angles and from sunrise to sunset at the Property during each day of the Term; and (c) an exclusive easement for electromagnetic, audio, flicker, visual, electrical or radio interference attributable to the Solar Facilities or Site Activities. The Agreement contains, among other things, certain Owner and third party use and development restrictions on the Property.

3. The Agreement shall be for an initial term of five (5) years, an operations term of twenty-five (25) years and one extended term of twenty-five (25) years if the terms and conditions of the Agreement are met.

4. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Agreement, and Owner and Grantee executed and are recording this Memorandum for the purposes set forth herein and for providing constructive notice of the Agreement and Grantee's rights thereunder and hereunder. The terms, conditions and covenants of the Agreement are set forth at length in the Agreement and are incorporated herein by reference as though fully set forth herein. This Memorandum shall not, in any manner or form whatsoever, alter, modify or vary the terms, covenants and conditions of the Agreement.

5. This Memorandum shall also bind and benefit, as the case may be, the heirs, legal representatives, assigns and successors of the respective parties hereto, and all covenants, conditions and agreements contained herein shall be construed as covenants running with the land to the extent consistent with applicable law.

6. Owner shall have no ownership, lien, security or other interest in any Solar Facilities installed on the Property, or any profits derived therefrom, and Grantee may remove any or all Solar Facilities at any time.

6. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[signature page to follow]

Unofficial
Copy

IN WITNESS WHEREOF, the parties have executed this Memorandum to be effective as of the date first written above.

“Grantee”

Invenergy Solar Development LLC

By: 
Name: ENIO Ricci
Title: Vice President

State of MARYLAND)
County of MONTGOMERY)

On JANUARY 3, 2011 before me, ELDINA BASAR Notary Public, personally appeared ENIO RICCI, 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 MARYLAND that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Eldina Basar
Signature of Notary Public

ELDINA BASAR
Notary Public, State of Maryland
Qualified in Montgomery County
Commission Expires 10/24/2012

(Seal)

"Owner(s)"

John & LeeAnn Paddock

John Paddock

Name:

Title (if owned by an entity):

Owner

LeeAnn Paddock

Name:

Title (if owned by an entity):

Owner

State of _____

)

)

County of _____

)

On _____, 20____ before me, _____, 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 _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

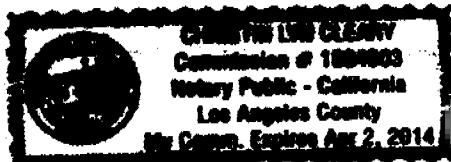
On 12/28/2010 before me, Christin Lyn Cleary

Date

Here Insert Name and Title of the Officer

personally appeared John Paddock and Leeanne Paddock

Name(s) of Signer(s)



Place Notary Seal Above

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: Christin Lyn Cleary

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Lease and Agreement

Document Date: 12/28/2010 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: John Paddock

Signer's Name: Leeanne Paddock

Corporate Officer — Title(s): _____

Corporate Officer — Title(s): _____

Individual

Individual

Partner — Limited General

Partner — Limited General

Attorney in Fact

Attorney in Fact

Trustee

Trustee

Guardian or Conservator

Guardian or Conservator

Other: _____

Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

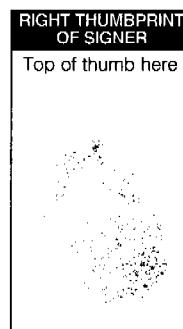
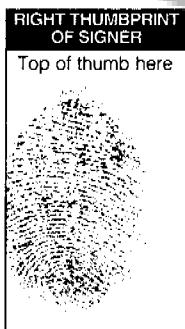


EXHIBIT A
Description of the Property

County of Klamath, State of Oregon

<u>Parcel Number</u>	<u>County</u>	<u>Township/Range</u>	<u>Section</u>
100	Klamath	35S - 11E	34

The exact 80 acres will be determined at a later day after a survey has been completed, and this lease agreement will be updated with an amendment at that time.