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EXHIBIT D

05/18/2011 10:01:40 AM

Fee: \$57.00

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 January 17, 2011 (the "**Effective Date**"), between Edward J Rougeau, Angel Rougeau & Russell M Rougeau (together with their successors, assigns and heirs, "**Owner**"), whose address is 1465 Cloud Peak Drive, Sparks, NV 89436, and Invenergy Solar Development LLC a Delaware limited liability company (together with its 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]

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

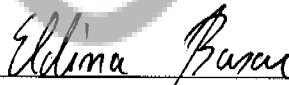
State of MARYLAND

County of MONTGOMERY

On JANUARY 17, 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.



Signature of Notary Public

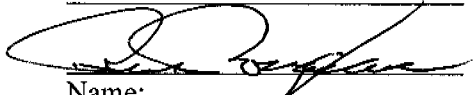
ELDINA BASAR
Notary Public, State of Maryland
Qualified in Montgomery County
Commission Expires 10/24/2012

(Seal)

"Owner(s)"

Edward J Rougeau, Angel Rougeau & Russell M
Rougeau


Name: for Ed Rougeau
Title (if owned by an entity):


Name:
Title (if owned by an entity):

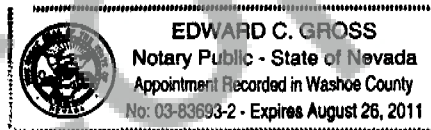
State of NEVADA)
County of WASHOE)

On Dec 24, 2010 before me, Edward GROSS Notary Public, personally appeared RUSSELL M. ROUGEAU, 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 NEVADA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature of Notary Public



(Seal)

EXHIBIT A
TO MEMORANDUM OF SOLAR LEASE AND EASEMENT AGREEMENT

Description of the Property

County of Klamath, State of Oregon

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