

2015-003079

Klamath County, Oregon

04/06/2015 09:27:09 AM

Fee: \$67.00

After recording return to:
Sun Edison, LLC
44 Montgomery, Suite 2200
San Francisco, CA 94104
Attn: General Counsel

NCS-671879-NRG

MEMORANDUM OF LEASE

This Memorandum of Lease ("**Memorandum**") is dated October 14, 2014 ("**Effective Date**"), by and between Richard V. Rajnus and Denise M. Paulsen WATA Richard V. Rajnus and Denise M. Rajnus ("jointly, "**Lessor**"), and Bevan's Point Holdings, LLC, a Delaware limited liability company ("**Lessee**") successor in interest to OneEnergy Development, LLC, a Washington limited liability company by that certain Assignment and Assumption Agreement dated October 14, 2014.

WHEREAS, the Lessor and OneEnergy Development, LLC, a Washington limited liability company, the original Lessee are parties to that certain Land Lease and Solar Easement dated May 7th, 2013, as amended by that certain First Amendment to Land Lease and Solar Easement dated as of February 12th, 2014 (as may be further amended, the "**Lease Agreement**") with respect to a leasehold interest and easements burdening the Premises (defined below); and

WHEREAS, Lessor and Lessee desire to provide notice to third parties of said Agreement by recording this Memorandum in the land records of Klamath County.

NOW THEREFORE, the parties agree as follows:

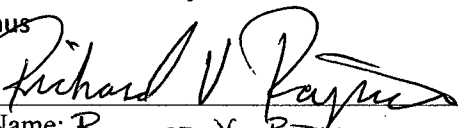
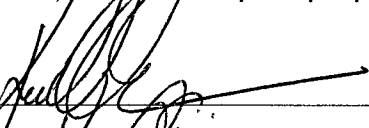
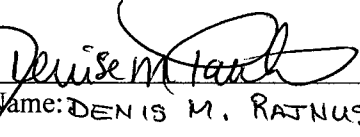
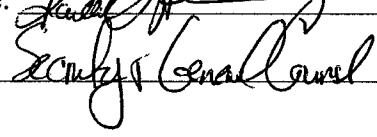
1. The Lease Agreement affects the real property located in Klamath County, Oregon, as more particularly described in Exhibit A attached hereto (the "**Premises**"), for purposes of developing, constructing, owning, operating, and otherwise dealing with a solar powered electric generating facility, subject to the terms and conditions contained in the Lease Agreement.
2. The Lease Agreement provides for an initial term of thirty-one (31) years, commencing May 7th, 2013, plus an option to extend the term for an additional ten (10) years.
3. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Lease Agreement, and Lessor and Lessee executed and are recording this Memorandum for the purposes set forth herein and for providing constructive notice of the Agreement and Lessee's rights thereunder and hereunder. The terms, conditions and covenants of the Lease 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 Lease Agreement.

4. 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. In the event of a conflict between this Memorandum and the Lease Agreement, the Lease Agreement shall control.
5. 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 FOLLOWS]

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

LESSOR:	LESSEE:
Richard V. Rajnus and Denise M. Paulsen WATA Richard V. Rajnus and Denise M. Rajnus	Bevan's Point Holdings, LLC, a Delaware limited liability company
By:  Name: RICHARD V. RAJNUS	By:  Name: KARLEEN O. STERN
By:  Name: DENISE M. RAJNUS	Title: 

STATE OF OREGON

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)ss.

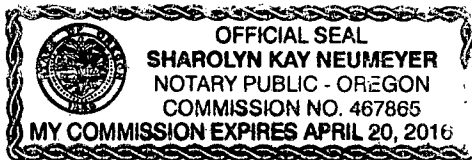
COUNTY OF KLAMATH

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On the 5th day of December, 2014 me, Sharolyn Kay Neumeier Notary Public, personally appeared Richard V Ragnis and Denise M Paerson, 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 Oregon, County of Klamath that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Sharolyn Kay Neumeier
Notary Public



My commission expires: April 20, 2016

STATE OF CALIFORNIA

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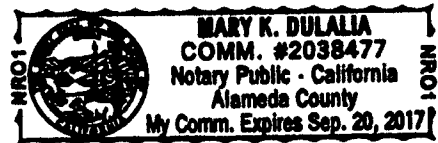
COUNTY OF SAN FRANCISCO

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On December 16, 2014, before me, Mary K. Dulalia, Notary Public, personally appeared Karleen O. Stern, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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.



(Seal)

Mary K Dulalia
Notary Public

EXHIBIT A TO MEMORANDUM OF LEASE

DESCRIPTION OF PREMISES

Real property in the County of Klamath , State of Oregon, described as follows:

THOSE PORTIONS OF GOVERNMENT LOTS 3 AND 6, SECTION 16, TOWNSHIP 41 SOUTH, RANGE 12 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, LYING NORTH OF THE MERRILL-MALIN HIGHWAY.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO PACIFIC POWER & LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 67, PAGE 224, DEED RECORDS OF KLAMATH COUNTY, OREGON;

ALSO EXCEPT THE FOLLOWING DESCRIBED PARCEL: BEGINNING AT THE NORTHEAST CORNER OF ABOVE DESCRIBED PARCEL; THENCE SOUTH 425 FEET; THENCE WEST 600 FEET; THENCE NORTH 425 FEET; AND THENCE EAST 600 FEET TO THE POINT OF BEGINNING.

AND ALSO EXCEPTING THAT PORTION CONVEYED TO UNITED STATES OF AMERICA BY WARRANTY DEED RECORDED NOVEMBER 14, 1991 IN VOLUME M91, PAGE 23879, DEED RECORDS OF KLAMATH COUNTY, OREGON. |