



INSTRUMENT # 2016004745

**After recording return to:**  
Invenergy Solar Development LLC  
c/o Invenergy LLC  
One South Wacker Drive  
Suite 1800  
Chicago, Illinois 60606  
ATTN: Land Administration

THIS SPACE FOR RECORDERS USE ONLY

#### MEMORANDUM OF SOLAR LEASE AND EASEMENT AGREEMENT

THIS MEMORANDUM OF SOLAR LEASE AND EASEMENT AGREEMENT (this "**Memorandum**"), is made, dated and effective as of August 6<sup>th</sup>, 2016 (the "**Effective Date**"), between Rhonda Berl Respass and Gertrude S. Respass (together with its successors, assigns and heirs, "**Owner**"), whose address is 4790 Christian School Road, Pantego, NC 27860 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 1800, Chicago, IL 60606, with regards to the following:

1. Owner and Grantee did enter into that certain SOLAR LEASE AND EASEMENT AGREEMENT dated August 6<sup>th</sup> (the "**Agreement**"), which affects the real property located in Beaufort County, North Carolina, 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, visual, glare, 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 thirty five (35) 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.

7. 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.

**OWNER:**

Rhonda Berl Respass and Gertrude S. Respass, a  
**married couple**

By: Rhonda Berl Respass  
Name: Rhonda Berl Respass

By: Gertrude S Respass  
Name: Gertrude S. Respass

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**GRANTEE:**

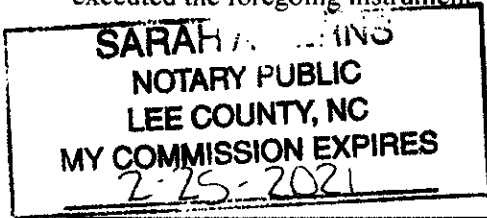
Invenergy Solar Development, LLC  
A Delaware Limited Liability Company

By: Bryan Schueter  
Name: Bryan Schueter  
Title: Vice President

ACKNOWLEDGMENT OF OWNER

STATE OF North Carolina  
COUNTY OF Beaufort ) SS.

Personally came before me this 22 day of July, 2016, Rhonda Berl Respass who executed the foregoing instrument.



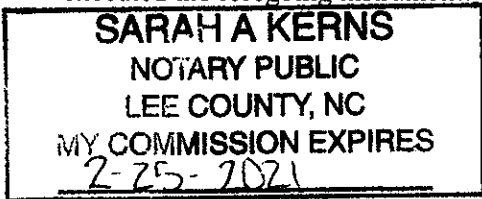
(SEAL)

Name: Sarah A. Kerns  
Notary Public, State of North Carolina  
My Commission Expires: 2-25-2021

ACKNOWLEDGMENT OF OWNER

STATE OF North Carolina  
COUNTY OF Beaufort ) SS.

Personally came before me this 22 day of July, 2016, Gertrude S. Respass who executed the foregoing instrument.



(SEAL)

Name: Sarah A. Kerns  
Notary Public, State of North Carolina  
My Commission Expires: 2-25-2021

ACKNOWLEDGMENT OF GRANTEE

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

Personally came before me this 24th day of August, 2016 Bryan Schueter who executed the foregoing instrument as Vice President of Invenergy Solar Development, LLC, and acknowledged the same.

(SEAL)

Name: Ruth M. Nadolny

Notary Public State of Illinois



**EXHIBIT A**  
**Description of the Property**

The Property shall consist of parcels 6668-45-7576 and 6688-93-2303 to be included in the Land Lease Agreement:

Map ID	County	Deed Book/Page	Acres*
6668-45-7576	Beaufort	1012/0645	237.25
6688-93-2303	Beaufort	1090/00470	31.03
		TOTAL	268.28

\* Approximate acreage calculated using GIS software and aerial photography.