

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

SunEdison  
Attn: Assistant General Counsel – Real Estate  
44 Montgomery Street, Suite 2200  
San Francisco, CA 94104

ENT# 256877 Bk# 493 Pg 802  
Date: 19-Aug-2015 10:47 AM  
Fee: \$22.00 ACH  
Filed By: CP  
CINDY PETERSON, RECORDER  
BEAVER COUNTY CORPORATION  
For: METRO NATIONAL TITLE  
Recorded Electronically by Simplifile

MNT-44664

(Space Above For Recorder's Use)

APN: 02-0025-0002

**MEMORANDUM OF SUBORDINATION AND WAIVER  
OF SURFACE RIGHTS AGREEMENT**

This MEMORANDUM OF SUBORDINATION AND WAIVER OF SURFACE RIGHTS AGREEMENT (this "*Memorandum*") is made and entered into this 24<sup>th</sup> day of June, 2015, by and between Murphy-Brown, LLC, a Delaware limited liability company, whose address is 341 S. Main, Milford UT 84751 ("*Mineral Owner*"), the owner(s) of an interest in all or a portion of the oil, gas, and other minerals in, under, and that may be produced from the property (the "*Property*") commonly known as APN 02-0025-0002 and as more particularly described on Exhibit "A" attached hereto and made a part hereof, and REUT Origination, LLC, a Delaware limited liability company, whose address is c/o SunEdison, 44 Montgomery Street, Suite 2200, San Francisco, CA 94104 Attention: Assistant General Counsel – Real Estate, ("*SunEdison*") who is the holder of an option to lease an approximately twenty-one (21) acre portion of the Property as more particularly described on Exhibit "B" (the "*Premises*") and has requested that Mineral Owner waive all right to use or enter on the surface of the Premises in connection with the exploration and development of the oil, gas, and other minerals in and under the Property.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mineral Owner and SunEdison agree as follows:

1. Subordination and Waiver Agreement. SunEdison and Mineral Owner are parties to that certain Subordination and Waiver of Surface Rights Agreement (the "*Agreement*") of even date herewith, the terms and conditions of which are hereby wholly incorporated by reference.
2. Agreement Terms. Pursuant to the Agreement, Mineral Owner has consented to, and SunEdison has agreed to, certain covenants and conditions prohibiting Mineral Owner's surface use and operations on certain land situated in Beaver County, State of Utah, in which the Mineral Owner holds a mineral interest as described in the Agreement, and as more fully described in Exhibit "B" attached hereto and made a part hereof.
3. Public Notice. All members of the general public are hereby placed on notice of inquiry as to the specific provisions of the Agreement, all of which are incorporated herein by reference with the same force and effect as if herein set forth in full. This Memorandum shall be recorded in the real estate records of Beaver County, State of Utah, in lieu of recording the entire Agreement.

4. Conflicts. In the event of any conflict between the terms of this Memorandum and the terms of the Agreement, the terms of the Agreement shall control.

IN WITNESS WHEREOF, the parties have caused this Memorandum to be executed as of the day and year first written above.

**MINERAL OWNER:**

Murphy-Brown, LLC  
a Delaware limited liability company

*Dwight Potter*  
By: Dwight Potter  
Its: General Manager

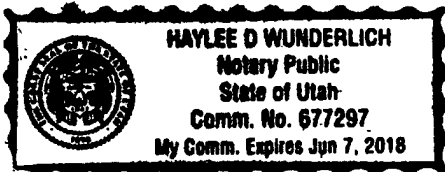
STATE OF Utah )  
 ) :ss  
COUNTY OF Beaver )

This instrument was acknowledged before me on the 24<sup>th</sup> day of June, 2015 by Dwight Potter the GM of Murphy Brown, a \_\_\_\_\_ limited liability company.

(Seal, if any)

*Haylee D Wunderlich*  
Notary Signature and Seal

My Commission Expires: Jun 7, 2018



**SUNEDISON:**

REUT Origination, LLC  
a Delaware limited liability company

*Christopher R. Maratas*  
By: Christopher R. Maratas  
Its: 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 San Francisco

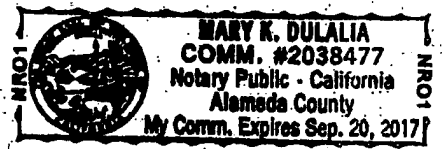
On August 3, 2015 before me Mary K Dulalia Notary Public personally appeared Christopher R. Maratas

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/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.

*Mary K Dulalia*  
Notary Public



(seal)

**Exhibit "A"**  
**to the Memorandum of Agreement**

**Legal Description of Property**

[Attached]

EXHIBIT "A"  
To the Memorandum of Agreement

Legal Description of the Premises

That certain parcel of land located in Beaver County, State of Utah, as more particularly described as follows:

PARCEL 1:

BEGINNING AT A POINT WHICH IS S00°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 S00°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 S00°00'00"E 30.12 FT TO A POINT ON SAID SOUTH SIXTEENTH SECTION LINE; THENCE LEAVING SAID SOUTH SIXTEENTH SECTION LINE S00°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.

**Exhibit "B"**  
**To the Memorandum of Agreement**

**Legal Description of the Premises**

**[To Be Attached]**

EXHIBIT "B"

Legal Description of the Premises

The real property referenced in the foregoing Subordination and Waiver of Surface Rights Agreement is located in Beaver County, State of Utah, and is more particularly described as follows:

PARCEL 1:

BEGINNING AT A POINT WHICH IS S00°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 S00°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 S00°00'00"E 30.12 FT TO A POINT ON SAID SOUTH SIXTEENTH SECTION LINE; THENCE LEAVING SAID SOUTH SIXTEENTH SECTION LINE S00°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.