

RECORDING REQUESTED BY AND
WHEN RECORDED PLEASE RETURN TO:

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

ENT# 257011 Bk# 494 Pg 363
Date: 11-Sep-2015 10:37 AM
Fee: \$24.00 ACH
Filed By: JK
CINDY PETERSON, RECORDER
BEAVER COUNTY CORPORATION
For: METRO NATIONAL TITLE
Recorded Electronically by Simplifile

MNT-44649

TAX ID: 02-0025-0002

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

This ASSIGNMENT AND ASSUMPTION OF GROUND LEASE (this “*Assignment*”) is made and entered into as of this 8th day of September, 2015 by and between REUT Origination LLC, a Delaware limited liability company (“*Assignor*”) and SunE DB24, LLC, a Delaware limited liability company (“*Assignee*”).

RECITALS

A. Assignor is the Tenant under that certain Ground Lease by and between Assignor and Murphy-Brown LLC dated August 3, 2015 (“*Ground Lease*”), a memorandum of which was recorded on August 19, 2015 in the official records of Beaver County, Utah as Document No. 256875 at Book 493, page 793 and attached hereto as Exhibit A containing the legal description for the encumbered parcel.

B. The parties are executing and recording this Assignment so that third parties shall have notice of Assignee’s right, title and interest and obligations in, to and under the Ground Lease.

AGREEMENT

NOW, THEREFORE, in consideration of the Assignment Agreement and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby assigns and conveys to Assignee, its successors and assigns, all of Assignor’s right, title and interest in, to and under the Ground Lease.
2. Assumption. Assignee hereby accepts the foregoing assignment and, in consideration thereof, Assignee hereby covenants and agrees that, Assignee shall assume, observe, perform, fulfill and be bound by all terms, covenants, conditions and obligations of the Ground Lease that arise on or after the Effective Date.
3. Successors and Assigns. The terms and conditions of this Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
4. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Utah without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction).

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

ASSIGNOR:

REUT Origination, LLC
a Delaware limited liability company

By: [Signature]
Name: Shana Margolis Goldberg
Title: Asst. 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

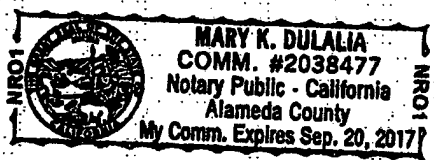
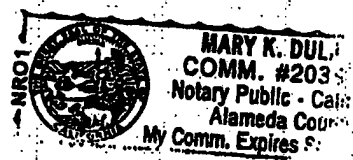
On September 8, 2015 before me Mary K Dulalia, Notary Public
personally appeared Shana Margolis Goldberg

, 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)

ASSIGNEE:

SunE DB24, LLC
a Delaware limited liability company.

By: [Signature]
Name: Shana Margolis Goldberg
Title: ASST Secretary

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State of California
County of San Francisco

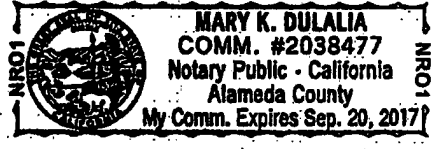
On September 8, 2015 before me Mary K Dulalia, Notary Public
personally appeared Shana Margolis Goldberg

, 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

Recorded Copy of the Memorandum of Lease

[attached]

DOCUMENT PREPARED BY AND
AFTER RECORDING, PLEASE RETURN TO:

Sun Edison LLC
Attn: Assistant General Counsel
44 Montgomery Street, Suite 2200
San Francisco, California 94104

ENT# 256875 Bk# 493 Pg 793
Date: 19-Aug-2015 10:47 AM
Fee: \$16.00 ACH
Filed By: CP
CINDY PETERSON, RECORDER
BEAVER COUNTY CORPORATION
For: METRO NATIONAL TITLE
Recorded Electronically by Simplifile

MNT-44649

TAX ID: 02-0025-000 MEMORANDUM OF LEASE
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This MEMORANDUM OF LEASE is made and entered into as of August 3rd, 2015, by and by and between MURPHY-BROWN LLC, a Delaware limited liability company doing business in Utah as CIRCLE FOUR FARMS ("Landlord"), and REUT ORIGINATION, LLC, a Delaware limited liability company ("Tenant").

WITNESSETH:

WHEREAS, pursuant to that certain Ground Lease (the "Lease") of even date herewith by and between Landlord and Tenant, Tenant leases from Landlord the land more particularly described in Exhibit A attached hereto and made a part hereof, together with all appurtenances thereto (collectively, the "Premises").

WHEREAS, the parties hereto desire to enter into this Memorandum of Lease for the purpose of recording a document in the Real Property Records of Beaver County, Utah that will provide public notice of the existence of the Lease and certain of its terms and conditions.

NOW, THEREFORE, the parties hereto do hereby certify and agree as follows:

1. Lease of Premises. Landlord leases to Tenant, and Tenant leases from Landlord, for the Term (as defined below) and subject to the provisions of the Lease, to each of which Landlord and Tenant mutually agree, the Premises.

2. Term. The term of the Lease (the "Term") shall be the period commencing on the date hereof (the "Effective Date") and consisting of two (2) phases, the Development Term (including any and all extensions thereof) and the Operating Term (including any and all extensions thereof). The Development Term shall mean the period commencing on the Effective Date and continuing for a term of two (2) years, unless extended or terminated in accordance with the provisions of the Lease. The Operating Term shall mean the period commencing on the Commercial Operation Date and ending on the date that is twenty (20) years after the Commercial Operation Date, unless extended or terminated in accordance with the provisions of the Lease.

3. Successors and Assigns. The Lease provides that the provisions of the Lease are binding upon and inure to the benefit of Landlord and Tenant and each of their respective representatives, successors and assigns, subject to certain limitations.

4. Purpose of Memorandum of Lease. This Memorandum of Lease, when recorded in the Land Records of Beaver County, Utah is intended to serve as public notice of the existence of the Lease and of certain of its terms and conditions. This Memorandum of Lease does not describe or refer to all of

the terms or conditions contained in the Lease, nor is this Memorandum of Lease intended to modify, amend or vary any of the terms or conditions set forth in the Lease.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Lease to be duly executed under seal and delivered as of the date first written above.

LANDLORD:

MURPHY-BROWN LLC,
a Delaware limited liability company

By: Dwight D. Potter
Name: Dwight D. Potter
Its: General Manager

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 Utah
County of Beaver

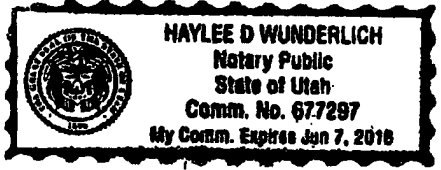
On August 3rd, 2015 before me Haylee Wunderlich, Notary Public personally appeared Dwight Potter

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 Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Haylee Wunderlich
Notary Public



(seal)

TENANT:

REUT ORIGINATION, LLC, a
Delaware limited liability company

By: *C.R.M.*
Name: Christopher R. Maratas
Its: Assistant Secretary

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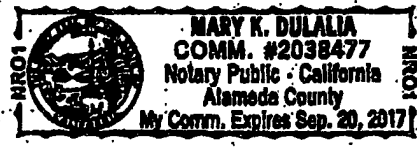
State of California
County of SAN FRANCISCO

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

LEGAL DESCRIPTION OF THE PREMISES

LEASE PROPERTY DESCRIPTION

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.