

EXHIBIT D
Form of Recording Memorandum

After recording return to:

Invenergy Solar Development North America LLC
c/o Invenergy LLC
One South Wacker Drive
Suite 1800
Chicago, Illinois 60606
ATTN: Land Administration

ENTRY NO. 00284260

06/07/2017 03:35:59 PM B: 0576 P: 1026

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CRAIG J. SPERRY, JUAB COUNTY RECORDER

FEE \$ 32.00 BY INVENERGY, LLC



THIS SPACE FOR RECORDERS USE ONLY

**MEMORANDUM OF SOLAR AND BATTERY STORAGE LEASE AND EASEMENT
AGREEMENT**

THIS MEMORANDUM OF SOLAR AND BATTERY STORAGE LEASE AND EASEMENT AGREEMENT (this "Memorandum"), is made, dated and effective as of April, 3rd, 2017 (the "Effective Date"), between **The Cary G Peterson Family LLC** (together with its successors, assigns and heirs, "Owner"), whose address is **432 N 900 E, Nephi, UT 84648**, and **Invenergy Solar Development North America 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 AND BATTERY STORAGE LEASE AND EASEMENT AGREEMENT dated April, 3rd, 2017 (the "Agreement"), which affects the real property located in Juab County, Utah, 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 (i) converting solar energy into electrical energy and collecting and transmitting the electrical energy so converted, and (ii) energy storage and collecting and transmitting the electrical energy so stored; (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 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 development term of Five (5) years, an operations term of Twenty-Five (25) years, and one extended term of Five (5) 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 of the Facilities installed on the Property, or any profits derived therefrom, and Grantee may remove any or all of the 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:

GRANTEE:

Cary G Peterson Family LLC

INENERGY SOLAR DEVELOPMENT NORTH AMERICA, LLC
a Delaware limited liability company

By: _____
Name: Cary G Peterson
Title: _____

By: Michael Bold
Name: Michael Bold
Title: vice president

OR

By: Michael Peterson
Name: Michael Peterson
Title: Manager for Cary G Peterson

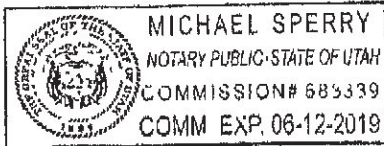
IN WITNESS WHEREOF, the parties have executed this Memorandum to be effective as of the date first written above.

Michael C Peterson

ACKNOWLEDGMENT OF OWNER

STATE OF UTAH)
) SS
COUNTY OF JUAB)

Personally came before me this 4 day of April, 2017, Michael C Peterson who executed the foregoing instrument as Manager for The Cary G Peterson Family LLC, and acknowledged the same.

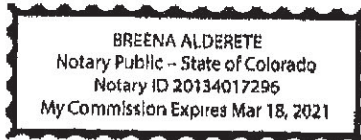


(SEAL) *Michael Sperry*
Name: _____
Notary Public, State of UTAH
My Commission Expires: 6-12-19

ACKNOWLEDGMENT OF GRANTEE

STATE OF Colorado)
) SS
COUNTY OF Arapahoe)

Personally came before me this 17 day of April, 2017, Michael Baird who executed the foregoing instrument as Vice President of Invenergy Solar Development North America LLC, and acknowledged the same.



(SEAL)
Name Breena Alderete
Notary Public, State of Colorado
My Commission Expires March 18, 2021

EXHIBIT A
Description of the Property
Juab County, State of Utah

The description below delineates a portion of parcels XC00-2743-, XC00-2755-, and XC00-2794- in Juab County, Utah as further described by the survey map on the following page.

BEGINNING AT A POINT ON THE WEST DEED LINE OF THE GARY G PETERSON PARCEL WHICH IS N 88°45'18" E 1308.42 FEET ALONG THE SECTION LINE FROM THE SOUTH WEST CORNER OF SECTION 12, TOWNSHIP 12 SOUTH, RANGE 1 WEST SALT LAKE BASE AND MERIDIAN; THENCE N 01°56'47" W ALONG SAID WEST DEED LINE 1317.29 FEET; THENCE N 88°36'06" E ALONG SAID DEED LINE 1311.07 FEET; THENCE N 01°49'47" W ALONG SAID DEED LINE 3922.78 FEET TO A FENCE LINE; THENCE N 88°20'18" E ALONG SAID FENCE LINE 1291.51 FEET; THENCE S 52°20'06" E 251.12 FEET TO ANOTHER FENCE LINE; THENCE ALONG SAID FENCE LINE S 01°00'59" E 974.56 FEET; THENCE AROUND A GROVE OF TREES THE FOLLOWING THREE COURSES; N 89°20'10" W 208.22 FEET; THENCE S 01°00'59" E 100.00 FEET; THENCE S 89°20'10" E 208.22 FEET TO A FENCE LINE; THENCE ALONG SAID FENCE S 01°00'59" E 33.42 FEET; THENCE ALONG SAID FENCE LINE S 44°38'12" W 744.43 FEET TO THE WEST LINE OF A 33 FOOT WIDE COUNTY ROAD; THENCE ALONG SAID EAST LINE THE FOLLOWING TWO COURSES; S 02°09'48" W 419.26 FEET; THENCE S 02°27'30" E 333.55 FEET; THENCE S 33°37'39" W 63.96 FEET TO THE NORTH LINE OF A 33 FOOT COUNTY ROAD; THENCE ALONG SAID NORTH LINE S 89°37'39" W 563.98 FEET; THENCE S 01°49'47" E 1681.41 FEET; THENCE S 88°36'06" W 202.99 FEET TO A FENCE LINE; THENCE ALONG SAID FENCE LINE S 01°11'55" E 3572.46 FEET TO A FENCE LINE ON THE NORTH SIDE OF A COUNTY ROAD; THENCE ALONG SAID FENCE LINE S 88°45'58" W 1239.52; THENCE ALONG SAID FENCE LINE N 44°49'04" W 195.25 FEET TO THE WEST LINE OF THE GARY G PETERSON DEED; THENCE ALONG SAID WEST LINE N 01°45'22" W 2439.87 FEET TO THE POINT OF BEGINNING.

TOTAL ACRES: 208.34

TOTAL USABLE ACRES 201.55

