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Melody Engebretson, Register of Deeds
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**MEMORANDUM OF LEASE AND EASEMENT
FOR A SOLAR ENERGY PROJECT**

THIS MEMORANDUM OF LEASE AND EASEMENT FOR A SOLAR ENERGY PROJECT (the "Memorandum") is made and entered into as of the 2nd day of April, 2018, by and between Timothy S. Allen and Lori L. Allen (hereinafter called "OWNER") of 13699 Antelope Lane, Oelrichs, SD 57763, and Fall River Solar, LLC, a Utah limited liability company, of 2114 Pinnacle Terrace Way, Apt. 104, Cottonwood Heights, UT 84121, and its assigns (hereinafter called "COMPANY").

RECITALS

WHEREAS, reference is made to that certain Lease and Easement for a Solar Energy Project dated as of the 2nd day of April, 2018, by and between OWNER and COMPANY, (the "Agreement"), whereby OWNER has granted to COMPANY a certain lease and easement rights pertaining to that certain real property owned by OWNER in Fall River County, South Dakota, and as more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the parties wish to give notice of the existence of the Agreement and the other rights and interest of COMPANY.

NOW THEREFORE, in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants, agreements and conditions contained herein and contained in the Agreement, the parties hereto agree as follows:

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7. **Subordination.** The Agreement provides that from and after its effective date, any right, title or interest created by Landowner in favor of or granted to any third party shall be subject to (a) the Agreement and all of Lessee's rights, title and interests created thereby, (b) any lien of any lender of Lessee's then in existence on the leasehold estate created by the Agreement, and (c) Lessee's right to create a lien in favor of any lender of Lessee's.

8. **Notice and Binding Effect.** It is understood that the purpose of this Memorandum is to give notice of the Agreement. The Agreement contains other terms and conditions set forth more fully therein. All such terms and conditions of the Agreement are incorporated herein by this reference. The parties hereby ratify and confirm the Agreement as if the Agreement were being re-executed by them and recorded. This Memorandum shall bind and inure to the benefit of OWNER and COMPANY and their respective successors and assigns, and shall encumber the Property and shall be binding on OWNER's successors-in-interest thereto and all persons claiming by, through or under OWNER, subject to the express provisions of the Agreement. In the event of any inconsistency between the provisions of this Memorandum and the Agreement, the provisions of the Agreement shall control.

9. **Counterpart Execution.** This Memorandum may be executed in one or more counterparts, all of which, taken together, shall constitute one and the same instrument.

10. **Effect of Termination.** Upon termination of the Agreement, COMPANY shall execute and record a quitclaim deed to OWNER of all of COMPANY's right, title and interest in and to the Property. If COMPANY fails to execute and record a quitclaim deed, OWNER may record with the county recorder of deeds of the county in which the Property is located an OWNER's affidavit stating that the Agreement has been terminated together with proof of service of a copy of the affidavit on COMPANY and all Leasehold Mortgagees according to the notice procedures provided in Article III, Section 15 of this Agreement, provided OWNER shall not have any right to file or record this Agreement as part of such affidavit. Unless COMPANY or a Leasehold Mortgagee records with the applicable county recorder of deeds a written objection or denial of termination within thirty (30) days after service on it of the affidavit, and notice of the same is provided to OWNER, the affidavit shall serve as evidence of the termination of any right, title or interest of the COMPANY in the Property.

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EXHIBIT A

**TO MEMORANDUM OF LEASE AND EASEMENT
FOR A SOLAR ENERGY PROJECT**

LEGAL DESCRIPTION OF PROPERTY

Parcel # 1

A portion of Parcel Id: 05000-01007-301-00 consisting of 352.52 acres legally described as:
Township 10S, Range 7E of the Black Hills Meridian,

Section 30:

NE1/4;

W1/2SE1/4;

N1/2NW1/4; and

N1/2S1/2NW1/4,

located in the County of Fall River, State of South Dakota.

Parcel # 2

Parcel Id: 05000-01007-311-00 consisting of approximately 232.37 acres legally described as:
Township 10S, Range 7E of the Black Hills Meridian,

Section 31:

NW1/4; and

N1/2NE1/4,

located in the County of Fall River, State of South Dakota.