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

THIS SPACE FOR RECORDERS USE ONLY

MEMORANDUM OF SOLAR LEASE AND EASEMENT AGREEMENT

THIS MEMORANDUM OF LEASE AND EASEMENT AGREEMENT (this "**Memorandum**"), is made, dated and effective as of May 22, 2017 (the "**Effective Date**"), between POISON SPRINGS, LLC (together with its successors, assigns and heirs, "**Owner**"), whose address is PO Box 1015, Kittitas, WA 98934, 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 LEASE AND EASEMENT AGREEMENT of even date herewith (the "**Agreement**"), which affects the real property located in Kittitas County, Washington, as more particularly described in Exhibit D-1 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 years, an operations term of twenty-five (25) years and one extended term of twenty-five (25) 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.

"Grantee"

Invenergy Solar Development North America LLC

By: _____

Name: Michael Baird
Title: Sr. Vice President

State of Colorado)
)
County of Arapahoe)

On 6/12/17 before me, Breena Alderete, Notary Public, personally appeared Michael Baird, 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 Colorado that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Breena Alderete
Signature of Notary Public

BREENA ALDERETE
Notary Public – State of Colorado
Notary ID 20134017296
My Commission Expires Mar 18, 2021

(Seal)

"Owner"

Poison Springs, LLC

By: Judy A. Webb

Name: Judy A. Webb
Title: Member

State of WASHINGTON)
)
County of Kittitas)

On 30th before me, May, Notary Public, personally appeared Judy A. Webb, 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 WASHINGTON that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

official seal.

Judy Ratcliff
Signature of Notary Public

JUDY RATCLIFF
NOTARY PUBLIC
STATE OF WASHINGTON
My Commission Expires November 9, 2020

(Seal)

LIDA RATCLIFF
NOTARY PUBLIC
STATE OF WASHINGTON
My Commission Expires November 8, 2020

"Owner"

Poison Springs, LLC

By: _____

Name: ~~Peggy J. Tehan~~ MARY Beth Kahn
Title: member

State of Oregon)
County of Washington)

On June 2, 2017 before me, Herbrecia Denise Williams, Notary Public, personally appeared ~~Peggy J. Tehan,~~ Mary Beth Kahn 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 Oregon that the foregoing paragraph is true and correct.

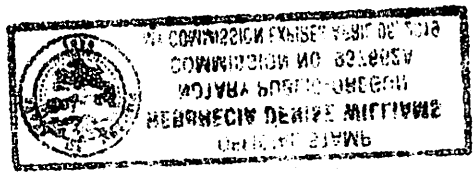
WITNESS my hand and official seal.

official seal.

_____
Signature of Notary Public

OFFICIAL STAMP
HERBRECIA DENISE WILLIAMS
NOTARY PUBLIC-OREGON
COMMISSION NO. 937662A
MY COMMISSION EXPIRES APRIL 06, 2019

(Seal)



"Owner"

Poison Springs, LLC

By: ~~MaryBeth Kahn~~ Peggy J. Tehan

Name: ~~MaryBeth Kahn~~ Peggy J. Tehan

Title: Member

State of Oregon)
)
County of Deschutes)

On June 6th, 2017 before me, Patrick Chambers, Notary Public, personally appeared ~~MaryBeth Kahn,~~ Peggy J Tehan 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 Oregon that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OFFICIAL STAMP
PATRICK CHAMBERS
NOTARY PUBLIC- OREGON
COMMISSION NO. 933714
MY COMMISSION EXPIRES NOVEMBER 16,2018

(Seal)

EXHIBIT D-1
TO MEMORANDUM OF SOLAR LEASE AND EASEMENT AGREEMENT

Description of the Property

County of Kittitas, State of Washington

Map Number	Acreage	Legal Description
17-20-11000-0001	492.07	SEC. 11; TWP. 17; RGE. 20; ALL OF N1/2 OF SEC E OF KRD; SE1/4; PTN SW1/4; 19.43 CO RD ACRES
17-20-13000-0003	603.10	SEC. 13, TWP. 17, RGE. 20; ALL FRACTIONAL; EXCEPT SLY & WLY OF KRD; 4.80 ROAD ACRES
17-20-14010-0003	18.85	SEC. 14; TWP. 17; RGE. 20; SW1/4 NE1/4 NORTH HALF
17-20-14010-0002	40.00	SEC. 14; TWP. 17; RGE. 20; NW1/4 NE1/4
17-20-14020-0007	43.71	SEC. 14; TWP. 17; RGE. 20; PTN NE1/4 NW 1/4; E1/2 SE1/4 NW1/4; LESS 7.10 DITCH R/W, 1.29A CO RD