

<p>RECORDING REQUESTED BY:</p> <p>AND WHEN RECORDED RETURN TO:</p> <p>Napa Sanitation District Solar, LLC c/o SunPower Corporation, Systems 1414 Harbour Way South Richmond, CA 94804 Attention: Project Administrator</p> <p>APNs: 046-400-015; 046-400-011</p>	
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Space above this line for Recorder's Use

**MEMORANDUM OF
SITE LEASE AGREEMENT AND AMENDMENTS**

THIS MEMORANDUM OF SITE LEASE AGREEMENT AND AMENDMENTS (this “**Memorandum**”), dated as of _____ (the “**Effective Date**”), is by and between NAPA SANITATION DISTRICT SOLAR, LLC, a Delaware limited liability company (“**Provider**”), and NAPA SANITATION DISTRICT, a California Special District (“**Customer**”). All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Site Agreement (defined below).

WITNESSETH:

That for value received, Provider and Customer do hereby covenant, promise and agree as follows:

1. **Leased Premises and Date of Site Agreement.** Customer leases to Provider, and Provider leases from Customer, for the Site Agreement Term (as hereinafter defined), certain real property depicted on Exhibit B (the “**Premises**”), together with the right of ingress to and egress from the Premises over, under and along the contiguous property owned by Customer, which is described on the attached Exhibit A (the “**Site**”), and any surrounding or nearby premises owned or leased by Customer, pursuant to the terms of a Site Lease Agreement between Provider and Customer dated as of May 28, 2015; and pursuant to the terms of the First Amendment to Site Lease Agreement between Provider and Customer dated as of September 1, 2015; and pursuant to the terms of the Second Amendment to Site Lease Agreement between Provider and Customer dated as of _____ (as may be amended, modified, extended, supplemented, restated or replaced from time to time, the “**Site Agreement**”).

2. **Term.** The term of the Site Agreement for the Site (“**Site Agreement Term**”) commenced on May 28, 2015 and ends upon the date that is one hundred eighty (180) days after the expiration or earlier termination of that certain Power Purchase Agreement (“**PPA**”) by and

between Provider and Customer with a term of twenty five (25) years from the Commercial Operation Date, as such term is defined in the PPA, unless the Site Agreement Term is earlier terminated or extended in accordance with the provisions of the Site Agreement.

3. **Effect of Memorandum.** The purpose of this instrument is to give notice of the Site Agreement and its respective terms, covenants and conditions to the same extent as if the Site Agreement was fully set forth herein. This Memorandum shall not modify in any manner the terms, conditions or intent of the Site Agreement. Likewise, the parties agree that this Memorandum is not intended nor shall it be used to interpret the Site Agreement and in the event of any conflict between the Site Agreement and this Memorandum, the Site Agreement shall control.

[Remainder of this page intentionally left blank – Signature Pages follow]

Exhibit A

to Memorandum of Site Lease Agreement and Amendments

Site

The land referred to below is situated in the unincorporated area of Napa County of Napa, State of California, and is described as follows:

TRACT ONE:

Commencing on the southern line of the road known as the Soscol Ferry Road at the most northern corner of Lot 25 as the same are shown upon that certain map entitled, "Map of Subdivision of Thompson's Soscol Ranch in Napa County, Cal.", filed June 29, 1889 in Book 1 of Maps at page 56 in the office of the County Recorder of said Napa County; running thence along the northwestern line of said Lot 25, South 35° 30' West 8.00 chains, South 73° West 6.00 chains and North 74 ° 45' West to the eastern bank of the Napa River, thence northerly along said eastern bank to the southern line of Soscol Ferry Road; thence southeasterly, along said southern line to the point of commencement.

Excepting therefrom, however the following:

- a) That portion thereof within the right of way of the Southern Pacific Company.
- b) That portion contained in the Final Order of Condemnation recorded July 29, 1976 in Book 1004 at page 381 of Official Records of Napa County.

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TRACT TWO:

Beginning at the most Southern corner of the tract of land described as Parcel 2A in the Final Order of Condemnation for State Highway, recorded July 29, 1976 in Book 1004 of Official Records at page 381, said Napa County Records; thence along the lines of said Parcel North 36° 40' 12" East 55.56 feet, along a curve to the right with a radius of 642.00 feet, through an angle of 54° 01' 43", an arc length of 605.39 feet, North 77° 47' 02" West, 520.05 feet and South 88° 08' 29" West, 1126.13 feet to said Northerly line of Soscol Road; thence Southeasterly, along Northerly line, to the point of commencement.

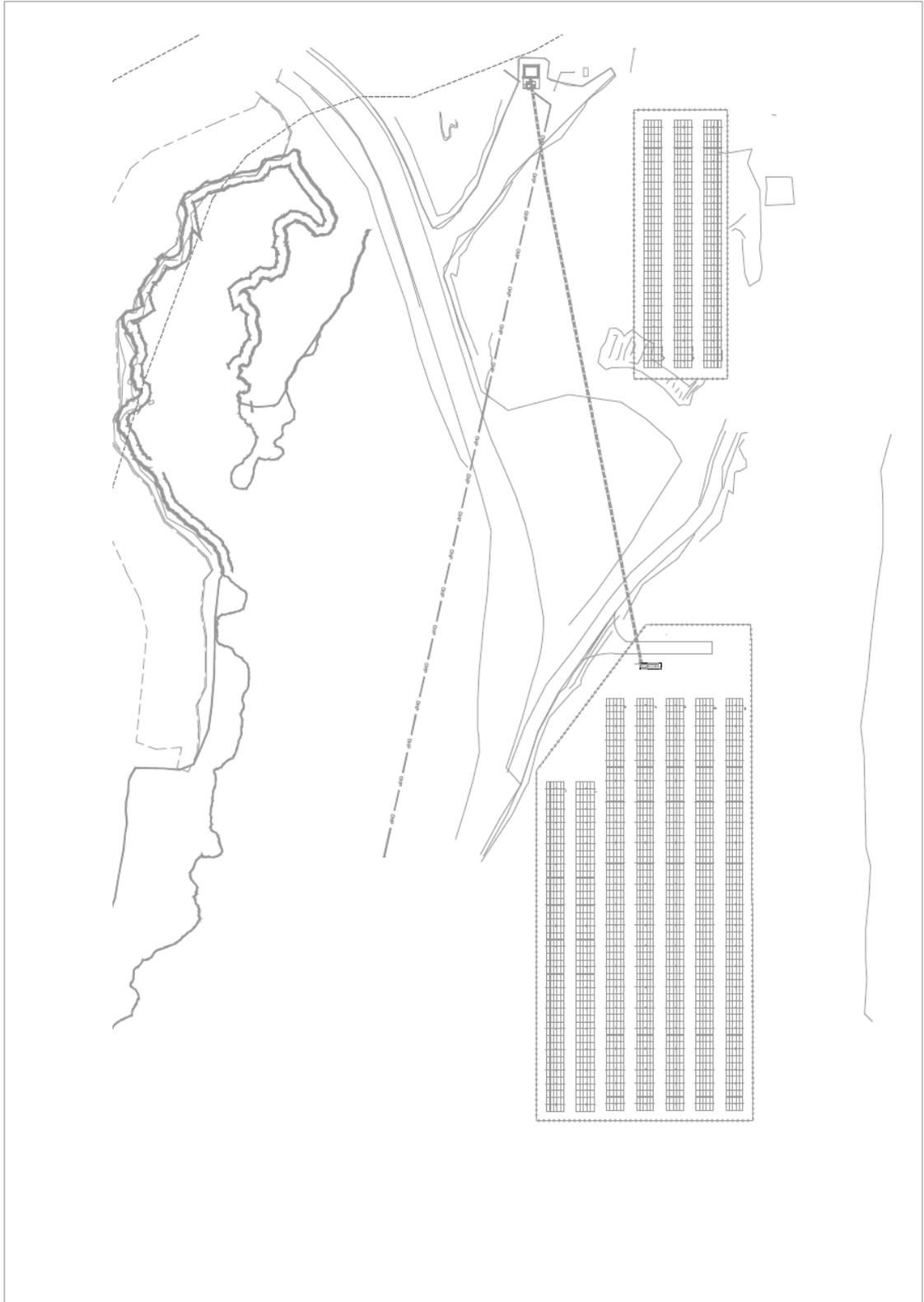
APN: 046-400-011

Exhibit B

to Memorandum of Site Lease Agreement and Amendments

Premises

[SEE ATTACHED]



SHEET	1	DATE	BY	CHECKED	APPROVED	REVISIONS	NO.	DESCRIPTION

NAPA SANITATION DISTRICT
NSD
1515 SOSCOL FERRY RD.
NAPA CA 94558

GROUND FIXED TILT
ARRAY LAYOUT

SUNPOWER

1414 HARBORVIEW SOUTH
RICHMOND, CA 94804 USA
(510) 540-0550