

RECORDING REQUESTED BY AND)
WHEN RECORDED RETURN TO:)
)
Constellation Solar Arizona, LLC)
100 Constellation Way, Suite 1000C)
Baltimore, MD 21202)
Attn: Asst. General Counsel, Solar)

(space above this line reserved for recorder's use)

AMENDMENT TO MEMORANDUM OF EASEMENT

THIS AMENDMENT to the Memorandum of Easement is made and entered into the __ day of _____, 2015 by and between **Tucson Unified School District (“Grantor”)** and **Constellation Solar Arizona, LLC (“Grantee”)**

A. Grantor and Grantee have previously executed and acknowledged a Memorandum of Easement dated February 10, 2015, and are now executing and acknowledging this Amendment to the Memorandum of Easement, and are recording the same for the purpose of providing constructive notice of the Agreement, the easement therein, and Grantee’s rights thereunder. Capitalized terms used and not defined herein shall have the meaning ascribed to them in the Agreement.

NOW, THEREFORE, for and in consideration of the promises, covenants and agreements of Grantor and Grantee contained in the Agreement and herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. All rights in the land subject hereto which are not expressly granted are retained and may be exercised by the Grantor. These rights include, but are not limited to:
 - a. A continuing right to access onto the land by the Grantor.
 - b. The right of the Grantor to use the land, including subsurface and air space, for uses compatible with the Grantee’s use.
 - c. The right of the Grantor to authorized third parties to use the land, including subsurface and air space, for uses compatible with the Grantee’s use.

Compatibility shall be determined by the Grantor after consultation with the Grantee.

2. The Grantee shall not assign this without the written approval of the Grantor, as such assignment restrictions are set forth in the Agreement.

3. By accepting this, the Grantee agrees to:

a. Exercise reasonable care to avoid damage to said premises and all property that may at any time be thereon.

b. Permanently remove its, solar facilities and appurtenant facilities and equipment within one (1) year of expiration or termination of the Agreement.

4. This Memorandum shall not be deemed to modify, alter or amend in any way the certain easements and related rights with respect to the Premises as set forth in the Agreement. In the event of any conflict between the provisions of this Memorandum and the terms of the easements and related rights set forth in the Agreement, the provisions of the Agreement shall control.

5. This Memorandum is executed by the parties hereto for the purpose of recordation in the real property records of Pima County, Arizona, to give notice of and to confirm the easements and related rights set forth in the Agreement and all of its terms to the same extent as if all provisions thereof were fully set forth herein.

6. This Memorandum may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which shall collectively constitute a single instrument.

The undersigned have executed this Amended and Restated Memorandum of Easement as of the date first written above.

GRANTOR:

Tucson Unified School District

By: _____

Name: _____

Title: _____

STATE OF ARIZONA)
) ss.
COUNTY OF)

On _____, 2015, before me _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

GRANTEE:

Constellation Solar Arizona, LLC

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, 2015, before me _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public