

19-
✓ Allison Mackenzie et al.
PO Box 646
Carson City, NV 89702

DOUGLAS COUNTY, NV **2014-852076**
Rec:\$19.00
Total:\$19.00 **11/03/2014 01:03 PM**
ALLISON MACKENZIE ET AL Pgs=6

Assessor's Parcel Number:
APN 1319-24-000-011
APN 1319-24-000-009
APN 1319-24-000-008
APN 1319-13-000-011
APN 1319-13-000-010
APN 1319-13-000-009



Recording Requested By:
Name: Greenstone Capital Group, Inc.
Address: 6263 N. Scottsdale Rd, Ste 290
City/State/ZIP: Scottsdale, AZ 85250
Phone: 480-664-1004
Attn: Derek Fromm

Real Property Transfer Tax: \$ _____

Memorandum of Option and Lease
(Title of Document)

MEMORANDUM OF OPTION AND LEASE

THIS MEMORANDUM OF OPTION AND LEASE ("Memorandum of Option") is made and entered into as of October 16, 2014 (the "Effective Date"), by and between **Park Ranch Holdings, LLC**, a Nevada limited liability company (referred to herein as "Owner") and **GREENSTONE NV LAND I, LLC**, an Arizona limited liability company referred to herein as ("Option Holder").

WHEREAS:

A. On the date hereof, the parties have entered into a Lease Option Agreement (the "Option Agreement") which by its terms grants to Option Holder an option to lease certain land which is more particularly described in Exhibit A attached hereto and incorporated by this reference (the "Property"), for use as a Solar Park (the "Option");

B. The term of the Option is for a period beginning on the date hereof and expiring at 12:00 Noon, CST, on December 31, 2016 unless theretofore exercised;

C. If the Option is exercised by Option Holder or its successor or assignee by delivering to Owner and recording a Notice of Exercise of Option in the Official Records of Real Property of the county in which the Property is located, then Option Holder or such successor or assignee will have a lease of the Property for use as a Solar-farm for Solar energy development for a period of thirty (30) years plus 12 months, with possible extensions or adjustments, as more specifically provided in the Option Agreement. Unless the period is extended, the Notice of Exercise must be given within the term of the Option set forth above; and

D. The parties desire to enter into this Memorandum of Option which is to be recorded in order that third parties may have notice of the interest of Option Holder in the Property and of the existence of the Option to enter into a Solar-farm lease covering the Property, as set forth in the Option Agreement, and of certain easements and rights granted to Option Holder in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of covenants provided in the Option Agreement to be performed by Option Holder, Owner hereby grants to Option Holder that certain exclusive Option to lease the Property on the terms and conditions set forth in the Option Agreement, together with certain present easements on the Property, all as more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and the Option Agreement; the terms of the Option Agreement shall prevail.

The Option evidenced by this Memorandum of Option may be exercised by the execution and delivery to Owner by Option Holder, or its successors or assigns of a Notice of Exercise and recording of said Notice of Exercise in the Official Records of Real Property of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon the Property and Owner, all successive owners of the Property, and the successors and assigns of Owner, all for the benefit of Option Holder and its successor or assignee, as provided in the Lease and Option Agreement.

IN WITNESS THEREOF, the parties have executed this Memorandum of Option as of the Effective Date.

OWNER
PARK RANCH HOLDINGS, LLC

OPTION HOLDER
GREENSTONE NV LAND I, LLC

By: Jon Park
Jon Park, Manager

By: Derek Fromm
Derek Fromm, President

By: David Park
David Park, Manager

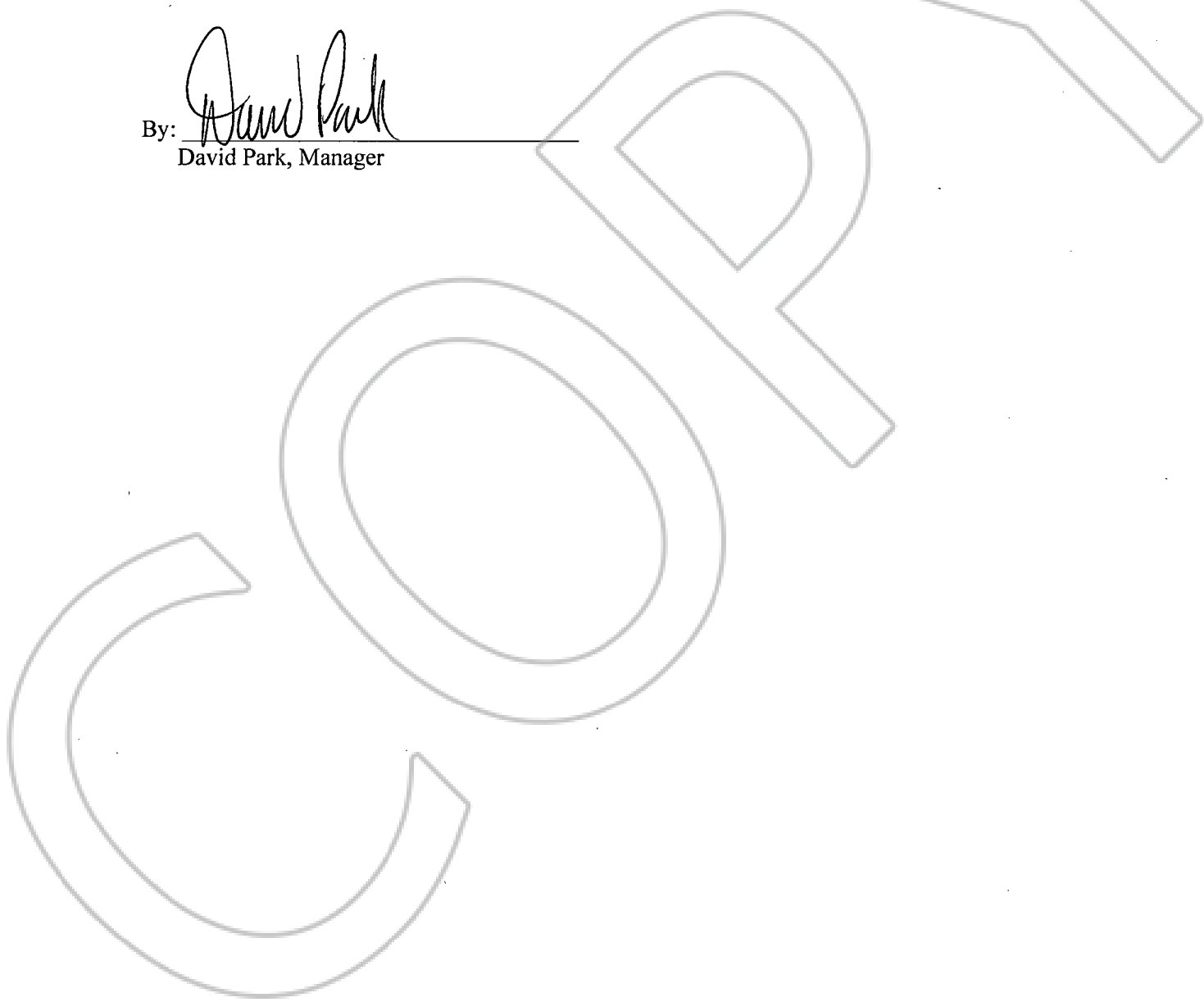


Exhibit A

Property Description

Parcel Number	Acres	Description
APN 1319-24-000-011	Eastern portion only, 10 ac M/L	Commencing at a point of beginning (POB) that is the NE corner of the subject parcel and continuing from there for a distance of 950 feet M/L due south to the NE corner of parcel APN 131924000018, and continuing from there for a distance of 500 feet M/L in westerly direction and continuing from there in northerly direction for a distance of 950 feet M/L and continuing from there over a distance of 500 feet M/L in easterly direction to the POB.
APN 1319-24-000-009	Northern portion only; 35 ac M/L	Up to Entire Parcel, except the south 500 feet thereof and the east 100 feet thereof
APN 1319-24-000-008	40.0 ac M/L	Up to Entire Parcel M/L
APN 1319-13-000-011	40.0 ac M/L	Up to Entire Parcel M/L
APN 1319-13-000-010	40.0 ac M/L	Up to Entire Parcel M/L
APN 1319-13-000-009	Southern portion only; 20 ac M/L	Southern half of the parcel only; up to 20 acres M/L

The Property specifically excludes all appurtenant water rights, effluent water rights, whether decreed, contracted or agreed upon or otherwise appurtenant to the Property

185 acres, more or less

Owner Initials GP
Option Holder Initials DJF

STATE OF NEVADA)
) ss.
DOUGLAS COUNTY)

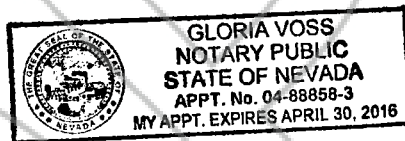
On October 20, 2014, before me, the undersigned Notary Public, in and for the State of Nevada, Douglas County, personally appeared **Jon Park** who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she 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 under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public




STATE OF NEVADA)
) ss.
DOUGLAS COUNTY)

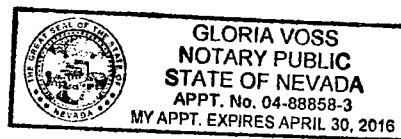
On October 20, 2014, before me, the undersigned Notary Public, in and for the State of Nevada, Douglas County, personally appeared **David Park**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she 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 under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public



STATE OF ARIZONA)

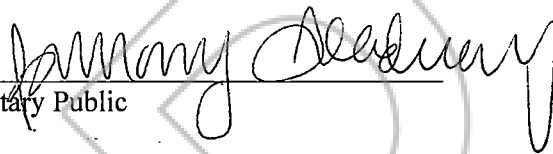
MARICOPA COUNTY

) ss.
)

On October 15, 2014, before me, the undersigned Notary Public, in and for the State of Arizona, Maricopa County, personally appeared **Derek Fromm** 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 under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public

