

**APPENDIX 2:  
OPTION AND LEASE AGREEMENTS MEMORANDA**

## Exhibit C

(Memorandum of Agreement)

After recording return to:

Attn: Carlos Megias, Esq.  
Chinook Solar, LLC  
700 Universe Blvd., LAW/JB  
Juno Beach, FL 33408

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### MEMORANDUM OF OPTION AGREEMENT

STATE OF NEW HAMPSHIRE           §  
COUNTY OF CHESHIRE           §

KNOW ALL PERSONS BY THESE PRESENTS: §

THIS MEMORANDUM OF OPTION AGREEMENT (this "Memorandum"), is made, dated and effective as of October 12, 2017 (the "Effective Date"), by JOHN J. FEDIER, JR., of 310 Route 119 East, Fitzwilliam, NH 03447 ("Owner"), and CHINOOK SOLAR, LLC, a Delaware limited liability company, of 700 Universe Blvd., LAW/JB, Juno Beach, FL 33408 ("Optionee"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, with regards to the following:

1. Option Agreement. Owner and Optionee did enter into that certain Option Agreement of even date herewith (the "Agreement"), which affects the real property located in Fitzwilliam, New Hampshire, as more particularly depicted on Exhibit A attached hereto (the "Property"). Capitalized terms used and not defined herein have the meaning given the same in the Agreement.
2. Grant of Option. Owner hereby grants to Optionee the exclusive and irrevocable right and option to acquire (i) all of the Property; (ii) one or more rights upon, through, over and across property adjacent to the Property and owned by Owner for utility easements for the purpose of developing electrical energy transmission and collection facilities, and (iii) one or more rights upon, through, over and across property adjacent to the Property and owned by Owner for access easements for the purpose of ingress and egress to and from the Property (the "Option"). If Optionee exercises the Option, then Owner shall sell and Optionee shall acquire the Property on the terms set forth in the Agreement. The financial terms of the Agreement are set forth therein.
3. Term. The Option is granted for a period of five (5) years commencing on the Effective Date (the "Option Period").
4. Inspection. During the Option Period, Owner shall permit Optionee, its agents, and employees free access to the Property for the purposes of allowing Optionee to conduct any and all studies and tests it may desire in order to determine the suitability of the Property for Optionee's use. Optionee shall repair any damage to the Property as a result of such activities

and shall reimburse Owner for any damage occurring as a result of Optionee's entry onto the Property. Optionee shall indemnify, defend, and hold Owner harmless from and against all costs, loss, damage, and expense, including reasonable attorneys' fees, arising or resulting from Optionee's activities on the Property; provided, however, Optionee shall not be responsible for (i) any pre-existing conditions which may be encountered by Optionee, except to the extent Optionee aggravates any such conditions, or (ii) indemnifying Owner for any claim resulting from the negligence or willful misconduct of Owner, its agents or employees.

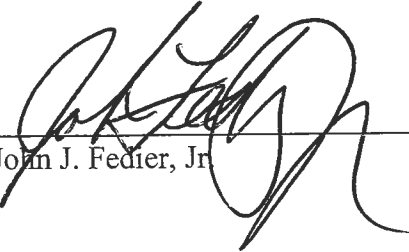
5. Confidentiality. The financial terms of the Agreement (including the financial terms of the Agreement) are confidential and constitute proprietary information of the Parties hereto. Each of the Parties hereto and its respective partners, members, officers, directors, employees, agents and attorneys, shall not disclose such financial terms to any other person without the prior written consent of the other Party except pursuant to an order of a court of competent jurisdiction; provided, however, either Party may disclose such financial terms to its accountants, to any prospective transferee of all or any portion of their respective interests hereunder, to any federal, state, local or regulatory authority to whom disclosure is required by law, and in connection with any action brought to enforce or interpret the terms and conditions of this Agreement.

6. Counterparts. 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.

[Signatures appear on following pages]

IN WITNESS WHEREOF, the Parties have executed this Memorandum to be effective as of the date first written above.

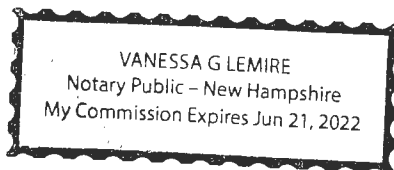
**OWNER:**


  
\_\_\_\_\_  
John J. Fedier, Jr.

STATE OF NEW HAMPSHIRE   §  
   §  
COUNTY OF CHESHIRE       §

This instrument was acknowledged before me by John J. Fedier, Jr., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal this 12 day of October, 2017.



  
\_\_\_\_\_  
Notary Public in and for the State of New Hampshire

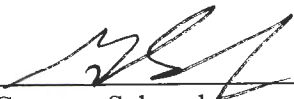
My Commission Expires:

06/21/2022

[Signatures continue on following pages]

**OPTIONEE:**

**CHINOOK SOLAR, LLC,**  
a Delaware limited liability company

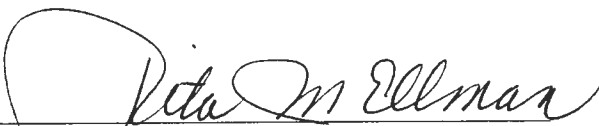
By:   
Gregory Schneck  
Vice President

STATE OF FLORIDA                    §  
   §  
COUNTY OF PALM BEACH §

This instrument was acknowledged before me by Gregory Schneck, Vice President of Chinook Solar, LLC, a Delaware limited liability company, on behalf of said company, and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal this 9th day of October, 2017.



  
Notary Public

My Commission Expires:

6/17/21

**EXHIBIT "A" to**  
**MEMORANDUM OF OPTION AGREEMENT**

**Description of Property**

The homestead of the late Samuel Kendall situated in the Town of **FITZWILLIAM**, County of **CHESHIRE** and State of New Hampshire, being parts of Lots 13 and 14 in the third range and parts of lot 14 and 15 in the second ranger, bounded and described as follows, viz:

Beginning at the northeast corner of said homestead at an angle of walls; thence S 4° 10' W 60.56 rods; N 84° 45' W 40.6 rods; S 3° W 30.88 rods; S 5° W 29.44 rods; S 80° 40' E 1 rod; S 2° 45' W 12.68 rods; S 2° 19' W 77.28 rods to a stake and stones; N 73° 06' W 35 rods to a stake and stones; N 2° E 33.2 rods to a stake and stones all on line of land now or formerly of Calvin B. Perry; thence N 2° E 33.1 rods to a stake and stones; S 85° 35' W 109.5 rods to a stake and stones; S 21° 26' E 15.4 rods to stake and stones on line of land now or formerly of Julia A. Barrus; thence S 18° E 15.5 rods to a stake; N 73° 06' W 9 rods to a stake by the brook on line of land of said Perry; thence northerly on the brook to a stake in the south line of Lot No. 14 in range three; thence S 76° 06' E 92.6 rods to stake and stones; N 2° E 98 rods to a stake; S 77° 02' E 30.8 rods to a stake and stones, N 4° 37' E 24.32 rods on line of land now or formerly of said Perry and Chas. A. Ellis to a stake; then S 76° 40' E 42.84 rods on line of said Perry to place of beginning.

Excepting the premises conveyed by Fred D. Hayden to George S. Emerson by deed dated March 3, 1927, recorded in Vol. 432, Page 137, and therein described as follows:

"Part of my homestead farm, situated in Fitzwilliam on the road leading from Fitzwilliam Village to Fullam Hill (so-called). Hereby conveying all the land with the buildings thereon, situated on the north side of said road as conveyed by deed of David H. Firmin, Executor of the Will of Samuel Kendall late of Fitzwilliam, deceased, by License from Court of Probate for the County of Cheshire."

"Also hereby conveying part of the above described farm, with the buildings thereon situated on the South side of the above mentioned road opposite the house, and described as follows to wit: Beginning at a large tamarack tree at the corner of walls on the south side of the road below the Barn, thence running easterly along the highway about 588 feet more or less to a corner of walls; thence running southerly bounded on the wall about 650 feet, more or less, to a large oak tree at corner of walls; thence running westerly bounded on the stone wall about 685 feet more or less to a corner of walls; thence running northerly bounded on the wall about 650 feet more or less to an angle in the wall; thence northeasterly bounded on the wall about 188 feet more or less to an angle in the wall; thence running north bounded on the wall about 200 feet more or less to the place of beginning. Being part of the premises conveyed by deed of David H. Firmin, Executor of the Will of Samuel Kendall late of Fitzwilliam, deceased, dated June 8, 1907 recorded in Vol. 349, page 502 of the Cheshire County Registry to which further reference may be had."

After recording return to:

Corbett James - Nextera Energy  
Chinook Solar, LLC  
700 Universe Blvd., LAW/JB  
Juno Beach, FL 33408 ENV 3  
Attn: Carlos Megias, Esq.

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MEMORANDUM OF LEASE AGREEMENT

THE STATE OF NEW HAMPSHIRE       §  
TOWNSHIP OF FITZWILLIAM       §

KNOW ALL PERSONS BY THESE PRESENTS:   §

THIS MEMORANDUM OF LEASE AGREEMENT (this “**Memorandum**”), is made, dated and effective as of May 10, 2017 (the “**Effective Date**”), by **DONNA HILL**, of 35 Crane Road, Fitzwilliam, New Hampshire 3447 (“**Owner**”), and **CHINOOK SOLAR, LLC**, a Delaware limited liability company, of 700 Universe Blvd., Attn: Land Services, Juno Beach, FL 33408 (“**Tenant**”), with regards to the following:

1. Solar Agreement. Owner and Tenant did enter into that certain Lease Agreement of even date herewith (the “**Agreement**”), which affects the real property located in Fitzwilliam Township, State of New Hampshire, as more particularly described in Exhibit A attached hereto (the “**Property**”). Capitalized terms used and not defined herein have the meaning given the same in the Agreement.
2. Grant of Rights. The Agreement grants Tenant: (a) the exclusive right to study, develop and use the Property for converting solar energy into electrical energy and collecting and transmitting the electrical energy so converted; (b) the exclusive right to access, relocate and maintain “Solarpower Facilities,” as that term is defined in the Agreement, which are located on the Property; (c) an exclusive right to capture, use and convert the unobstructed solar resources over and across the Property; (d) a non-exclusive right for any audio, visual, view, light, shadow, noise, vibration, air turbulence, wake, electromagnetic or other effect of any kind attributable to the development of the Property for solar energy purposes and operation of the Solarpower Facilities; (e) the right to subjacent and lateral support for the Solarpower Facilities; (f) the right of ingress to and egress from the Solarpower Facilities on, under, over and across the Property by means of (A) roads and lanes thereon if existing or (B) such routes, roads and lanes as Tenant may construct from time to time as provided in the Agreement; (g) the exclusive right to erect, construct, reconstruct, replace, relocate, remove, operate, maintain and use, on, under, over and across the Property, in connection with Solarpower Facilities overhead and underground electric transmission and communication system lines and facilities; and (h) the right to undertake any other activities, as permitted in the Agreement, necessary to accomplish the purposes of the Agreement.
3. Term; Extensions. The Agreement shall be for an initial Development Period of up to five (5) years from the Effective Date. If exercised pursuant to the terms and conditions of the Agreement, the term of the Agreement may be extended for a Production Term of five (5) years

following the Development Period. The Agreement also provides for a rights to extend the Production Term for up to seven (7) separate Extension Terms of five (5) years each, as determined by Tenant, and if the extension terms and conditions of the Agreement are met, such renewals to be exercised by Tenant at least 180 days prior to the then-current expiration date of the Production Term or Extension Term, as the case may be. The Restoration Term shall begin on the expiration or earlier termination of (a) the Development Term, if Tenant does not exercise an option to extend the term of the Lease through the Production Term, or (b) the Production Term, if Tenant does exercise an option to extend the term of the Lease through the Production Term, and shall expire on the earlier of (y) 12 months from such date, or (z) when Tenant completes the Restoration Obligations. All rights granted pursuant to the Agreement are for a term coterminous with the Agreement.

4. Rights of Mortgagees. Pursuant to the Agreement, any Lender of Tenant or Tenant's assignees has certain rights regarding notice and right to cure any default of Tenant under the Agreement, as well as other rights as set forth in the Agreement.

5. Assignment. Tenant's rights and obligations under the Agreement are assignable without Owner's prior written consent provided that such assignment is in furtherance of the provisions of the development of the Solarpower Facilities contemplated by the Agreement.

6. Non-Interference and Setbacks. To the extent permitted by law Owner has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including any setback requirements described in the zoning ordinance of Fitzwilliam Township or in any governmental entitlement or permit heretofore or hereafter issued to Tenant, such sublessee or such Affiliate. Owner has agreed not to engage in any activity that might interfere with Tenant's efforts to develop, construct or operate the Solarpower Facilities or cause a decrease in the output or efficiency of any Solarpower Facilities without the prior written consent of Tenant.

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

8. Agreement Controls. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Agreement, and Owner and Tenant executed and are recording this Memorandum solely for the purpose of providing constructive notice of the Agreement and Tenant's rights thereunder. The terms, conditions and covenants of the Agreement are incorporated in this Memorandum by reference as though fully set forth herein.

9. No Ownership. Owner shall have no ownership, lien, security or other interest in any Solarpower Facilities installed on the Property, or except for as otherwise provided in the Agreement, any profits derived therefrom, and Tenant may remove any or all Solarpower Facilities at any time.

10. Counterparts. 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.

[signatures appear on following page]

IN WITNESS WHEREOF, the parties have executed this Memorandum to be effective as of the date first written above.

**OWNER:**

**DONNA HILL**

By: [Signature]  
Printed Name: DONNA HILL

STATE OF NH  
TOWNSHIP OF Rindge

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§  
§

This instrument was acknowledged before me by Donna Hill, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

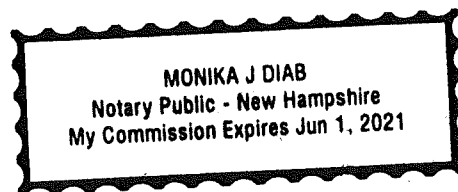
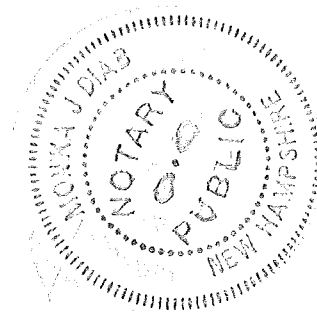
Given under my hand and seal this 1st day of May, 2017.

Monika J Diab

Notary Public in and for the State of \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_



TENANT:

CHINOOK SOLAR, LLC

By: [Signature]

Name: Gregory Schneck

Vice President

Title: \_\_\_\_\_

STATE OF Florida §

TOWNSHIP OF Palm Beach §

This instrument was acknowledged before me by Gregory Schneck,  
VP of Chinook Solar, LLC, a Delaware limited liability company, on behalf of  
said company, and known to me to be the person whose name is subscribed to the foregoing  
instrument, and acknowledged to me that he executed the same for the purposes and consideration  
therein expressed.

Given under my hand and seal this 10th day of May, 20 17.

[Signature: Rita M. Ellman]  
Notary Public in and for the State of FL

My Commission Expires:

6/17/17



**EXHIBIT "A" to**  
**MEMORANDUM OF LEASE AGREEMENT**

**Description of Property**

All that certain 43.3 acres, more or less, in Fitzwilliam, New Hampshire, being part of Tax Map #8, Lot #24.

A certain tract or parcel of land with buildings thereon situate in the Town of Fitzwilliam, County of Cheshire and State of New Hampshire, lying easterly of Route 12 and shown as 65.5 acres and 40.7 acres on a plan entitled "Boundary Survey for Robert R. Fisher, Fitzwilliam, N.H." Scale 1"=200' by John C. Calhoun, Jr., RLS, drawn by T. Flavin, Jr. November 24, 1976, more particularly bounded and described as follows:

Beginning at a stake and stone set on the southerly side of Old County Road, also known as Crane Road, near the southeast corner of the premises herein conveyed; thence

North 62° East forty (40) feet, more or less, crossing said Old County Road to a point in the stonewall bounding with the northerly side of Old County Road; thence

North 08° East two hundred forty (240) feet, more or less, to a point at the end of the stonewall; thence

Northerly along the stonewall five hundred (500) feet, more or less, to a point at the end of the wall, thence

North 11° West four hundred seventy-six (476) feet, more or less, to a wooden stake set in a pile of stones; thence

North 38° 45' East two hundred two (202) feet, more or less, to a wooden stake set in a pile of stones; thence

North 06° 15' East four hundred sixty-five (465) feet, more or less, to a wooden stake and iron bolt found at the northeast corner of the premises herein conveyed. The last five (5) described courses being along land now or formerly of H. Chase; thence

North 74° 30' West four hundred ninety-eight (498) feet, more or less, following partially along a barbed wire fence to a point at the end of a stonewall; thence

North 72° 45' West continuing on said stonewall and barbed wire fence two thousand one hundred sixteen (2,116) feet, more or less, to a stake and stone set and a blazed hemlock at the northwest corner of the premises hereby conveyed. The last two (2) described courses following land now or formerly of Damon Realty; thence

South 03° 30' West one thousand fifty-seven (1,057) feet, more or less, partially along a barbed wire fence and a stonewall to a point at the end of the wall on the northerly bound of Old County Road, so called; thence

South 04° West forty (40) feet, more or less, crossing Old County Road to an intersection of stonewalls on the southerly bound of Old County Road; thence

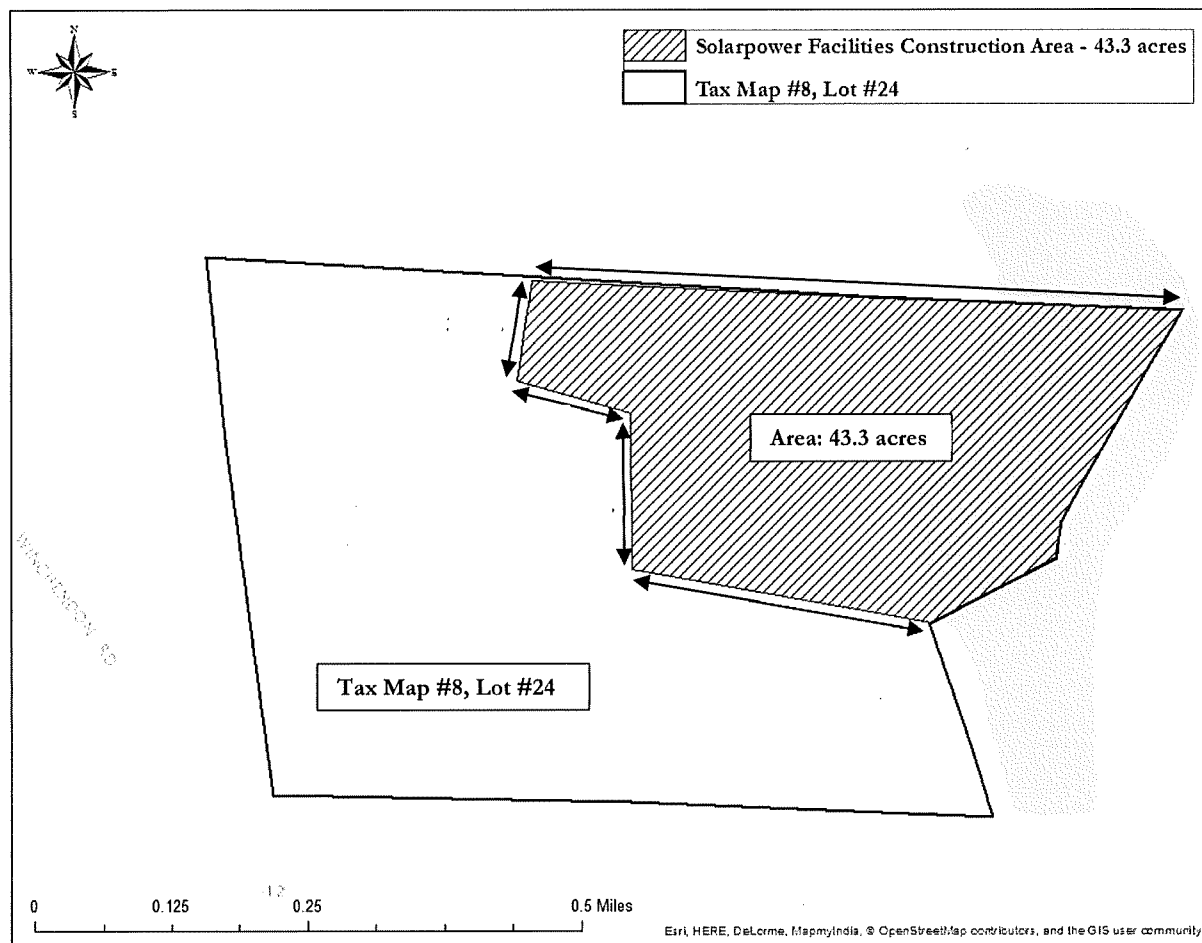
South 04° West along the stonewall a distance of seven hundred ninety-six (796) feet, more or less, to a point at an intersection of walls at land now or formerly of R. Jacobs and R. Dutton and crossing Old County Road; thence

South 73° 30' East partially on a stonewall one thousand three-hundred sixty-six (1,366) feet, more or less, to a stone monument set in stones; thence

South 73° 15' East along a stonewall one thousand two-hundred seventy-seven (1,277) feet, more or less, to a point near the end of the wall; thence

North 33° East twenty-two (22) feet, more or less, to the point of beginning. The last three (3) described courses being along land now or formerly of E. Newell, S. Dutton and B. McLaughlin.

### Solarpower Facilities Construction Area:



**Exhibit C**

(Memorandum of Agreement)

**After recording return to:**

**Attn: Lease & Title Department  
Ranger Solar, LLC  
60 Forest Falls Drive Suite 7  
Yarmouth, Maine 04096**

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**MEMORANDUM OF OPTION AGREEMENT**

STATE OF NEW HAMPSHIRE                   §  
COUNTY OF CHESHIRE                   §

KNOW ALL PERSONS BY THESE PRESENTS:   §

THIS MEMORANDUM OF OPTION AGREEMENT (this "**Memorandum**"), is made, dated and effective as of December 2, 2016 (the "**Effective Date**"), by **Jonas Damon Realty Company, Inc.**, a NH corporation, of Fitzwilliam, New Hampshire ("**Owner**"), and **Chinook Solar, LLC**, a Delaware limited liability company, of 60 Forest Falls Drive Suite 7, Yarmouth, Maine 04096 ("**Optionee**"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, with regards to the following:

1.     **Option Agreement**. Owner and Optionee did enter into that certain Option Agreement of even date herewith (the "**Agreement**"), which affects the real property located in Fitzwilliam, New Hampshire, as more particularly depicted on Exhibit A attached hereto (the "**Property**"). Capitalized terms used and not defined herein have the meaning given the same in the Agreement.
2.     **Grant of Option**. Owner hereby grants to Optionee the exclusive and irrevocable right and option to acquire (i) all of the Property, but not less than all of the Property, subject to the Owner's right to harvest standing timber during the Option Period (the "**Option**"). If Optionee exercises the Option, then Owner shall sell and Optionee shall acquire the Property on the terms set forth in the Agreement. The financial terms of the Agreement are set forth therein.
3.     **Term**. The Option is granted for a period of five (5) years commencing on the Effective Date (the "**Option Period**"), and shall expire without further action by or notice to any party on the fifth (5th) anniversary of the Effective Date of the Agreement, time being of the essence.
4.     **Inspection**. During the Option Period, Owner shall permit Optionee, its agents, and employees free access to the Property for the purposes of allowing Optionee to conduct any and all studies and tests it may desire in order to determine the suitability of the Property for Optionee's use. Optionee shall repair any damage to the Property as a result of such activities and shall reimburse Owner for any damage occurring as a result of Optionee's entry onto the Property. Optionee shall indemnify, defend, and hold Owner harmless from and against all costs, loss, damage, and expense, including but not limited to land use change tax, if any, and reasonable

attorneys' fees, arising or resulting from Optionee's activities on the Property; provided, however, Optionee shall not be responsible for (i) any pre-existing conditions which may be encountered by Optionee, except to the extent Optionee aggravates any such conditions, or (ii) indemnifying Owner for any claim resulting from the negligence or willful misconduct of Owner, its agents or employees.

5. Confidentiality. The financial terms of the Agreement (including the financial terms of the Agreement) are confidential and constitute proprietary information of the parties hereto. Each of the parties hereto and its respective partners, members, officers, directors, employees, agents and attorneys, shall not disclose such financial terms to any other person without the prior written consent of the other party except pursuant to an order of a court of competent jurisdiction; provided, however, either party may disclose such financial terms to its accountants, to any prospective transferee of all or any portion of their respective interests hereunder, to any federal, state, local or regulatory authority to whom disclosure is required by law, and in connection with any action brought to enforce or interpret the terms and conditions of this Agreement.

6. Counterparts. 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.

[Signatures appear on following pages]

IN WITNESS WHEREOF, the parties have executed this Memorandum to be effective as of the date first written above.

**OWNER:**

**JONAS DAMON REALTY COMPANY, INC.,**

a NH corporation

By: Keith R. Damon

Name: Keith R. Damon

Title: President

STATE OF MAINE

COUNTY OF Oxford

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§  
§

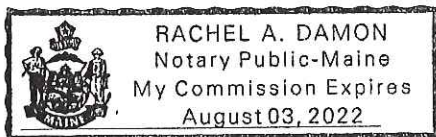
This instrument was acknowledged before me by Keith R. Damon, the President of Jonas Damon Realty Company, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same on behalf of the corporation for the purposes and consideration therein expressed.

Given under my hand and seal this 2nd day of December 2016.

Rachel A. Damon

Notary Public in and for the State of ME

My Commission Expires:



[Signatures continue on following pages]

**OPTIONEE:**

**CHINOOK SOLAR, LLC,**

a Delaware limited liability company

By: [Signature]  
Name: Adam Cohen  
Title: President

STATE OF New York §  
  §  
COUNTY OF Kings §

This instrument was acknowledged before me by Adam Cohen, President of Chinook Solar, LLC, a Delaware limited liability company, on behalf of said company, and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal this 4 day of January, 2017.

[Signature]  
Notary Public in and for KY

My Commission Expires:

11/21/20

MICHELLE Y HURTUBISE  
Notary Public, State of New York  
Reg. No. 01HU6350820  
Qualified in Kings County  
My Commission Expires Nov. 21, 2020

**EXHIBIT "A" to**  
**MEMORANDUM OF OPTION AGREEMENT**

**Description of Property**

ALL that certain property containing 50 acres more or less, located in Fitzwilliam, New Hampshire and identified by tax map # 12 lot # 3.

Troutman Sanders LLP  
1001 Haxall Point  
Richmond, VA 23219  
ENV

After recording return to:

Attn: Lease & Title Department  
Chinook Solar, LLC  
40 Lafayette Street  
Yarmouth, Maine 04096

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MEMORANDUM OF OPTION AGREEMENT

STATE OF NEW HAMPSHIRE                   §  
COUNTY OF CHESHIRE                   §

KNOW ALL PERSONS BY THESE PRESENTS:   §

THIS MEMORANDUM OF OPTION AGREEMENT (this "**Memorandum**"), is made, dated and effective as of December 9, 2015 (the "**Effective Date**"), by **David and Mary Rich**, of 16 Jackson Street Ayer, Massachusetts 01432 ("**Owner**"), and **CHINOOK SOLAR, LLC**, a Delaware limited liability company, of 40 Lafayette Street, Yarmouth, Maine 04096 ("**Optionee**"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, with regards to the following:

1. **Option Agreement.** Owner and Optionee did enter into that certain Option Agreement of even date herewith (the "**Agreement**"), which affects the real property located in Fitzwilliam, New Hampshire, as more particularly depicted on Exhibit A attached hereto (the "**Property**"). Capitalized terms used and not defined herein have the meaning given the same in the Agreement.
2. **Grant of Option.** Owner hereby grants to Optionee the exclusive and irrevocable right and option to acquire (i) all of the Property; (ii) one or more rights upon, through, over and across property adjacent to the Property and owned by Owner for utility easements for the purpose of developing electrical energy transmission and collection facilities, and (iii) one or more rights upon, through, over and across property adjacent to the Property and owned by Owner for access easements for the purpose of ingress and egress to and from the Property (the "**Option**"). If Optionee exercises the Option, then Owner shall sell and Optionee shall acquire the Property on the terms set forth in the Agreement. The financial terms of the Agreement are set forth therein.
3. **Term.** The Option is granted for a period of five (5) years commencing on the Effective Date (the "**Option Period**").
4. **Inspection.** During the Option Period, Owner shall permit Optionee, its agents, and employees free access to the Property for the purposes of allowing Optionee to conduct any and all studies and tests it may desire in order to determine the suitability of the Property for Optionee's use. Optionee shall repair any damage to the Property as a result of such activities and shall reimburse Owner for any damage occurring as a result of Optionee's entry onto the

Property. Optionee shall indemnify, defend, and hold Owner harmless from and against all costs, loss, damage, and expense, including reasonable attorneys' fees, arising or resulting from Optionee's activities on the Property; provided, however, Optionee shall not be responsible for (i) any pre-existing conditions which may be encountered by Optionee, except to the extent Optionee aggravates any such conditions, or (ii) indemnifying Owner for any claim resulting from the negligence or willful misconduct of Owner, its agents or employees.

5. Confidentiality. The financial terms of the Agreement (including the financial terms of the Agreement) are confidential and constitute proprietary information of the parties hereto. Each of the parties hereto and its respective partners, members, officers, directors, employees, agents and attorneys, shall not disclose such financial terms to any other person without the prior written consent of the other party except pursuant to an order of a court of competent jurisdiction; provided, however, either party may disclose such financial terms to its accountants, to any prospective transferee of all or any portion of their respective interests hereunder, to any federal, state, local or regulatory authority to whom disclosure is required by law, and in connection with any action brought to enforce or interpret the terms and conditions of this Agreement.

6. Counterparts. 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.

[Signatures appear on following pages]

IN WITNESS WHEREOF, the parties have executed this Memorandum to be effective as of the date first written above.

**OWNER:**

Name: DAVID RICH  
By: [Signature]  
STATE OF Massachusetts  
COUNTY OF Middlesex

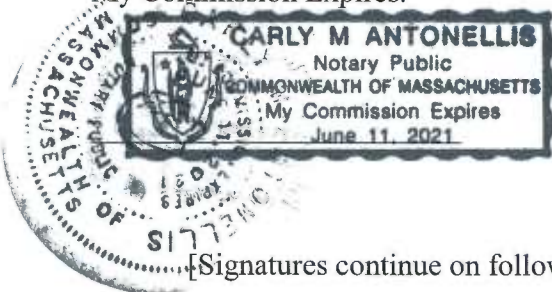
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This instrument was acknowledged before me by David A Rich, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal this 24<sup>th</sup> day of November 2015.

Carly M Antonellis  
Notary Public in and for the State of Massachusetts

My Commission Expires:



[Signatures continue on following pages]

IN WITNESS WHEREOF, the parties have executed this Memorandum to be effective as of the date first written above.

**OWNER:**

Name: Mary L. Rich

By: [Signature]

STATE OF Massachusetts

COUNTY OF Middlesex

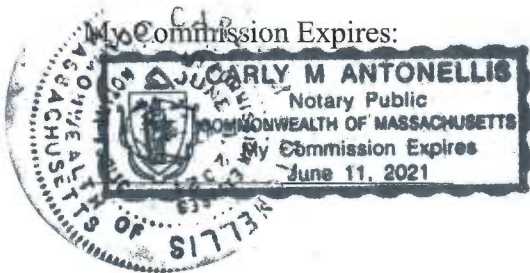
§  
§  
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This instrument was acknowledged before me by Mary L Rich, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal this 24<sup>th</sup> day of November, 2015.

Carly M Antonellis

Notary Public in and for the State of Massachusetts



[Signatures continue on following pages]

**OPTIONEE:**

**CHINOOK SOLAR, LLC,**


a Delaware limited liability company

By:   
Adam Cohen, President

STATE OF NEW YORK §  
COUNTY OF KINGS §

This instrument was acknowledged before me by Adam Cohen, President of CHINOOK SOLAR, LLC, a Delaware limited liability company, on behalf of said company, and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal this 7 day of December, 2015.

  
Notary Public in and for NEW YORK STATE

My Commission Expires:

MAY 28, 2017



**EXHIBIT "A" to**  
**MEMORANDUM OF OPTION AGREEMENT**

**Description of Property**

ALL that certain property containing 310 acres, more or less, owned by David and Mary Rich, located in Fitzwilliam, New Hampshire identified by Tax Map # 12 lots #50, #6, and #5

Troutman Sanders LLP  
1001 Haxall Point  
Richmond, VA 23219  
ENV

After recording return to:

Attn: Lease & Title Department  
Chinook Solar, LLC  
40 Lafayette Street  
Yarmouth, Maine 04096

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MEMORANDUM OF OPTION AGREEMENT

STATE OF NEW HAMPSHIRE     §  
COUNTY OF CHESHIRE         §

KNOW ALL PERSONS BY THESE PRESENTS:

THIS MEMORANDUM OF OPTION AGREEMENT (this "Memorandum"), is made, dated and effective as of January 4, 2016 (the "Effective Date"), by **EDWARD J. VAN BLARCOM** and **CARMEN C. VAN BLARCOM**, of 113 Hadley Road, Jaffrey, New Hampshire 03452 (collectively, "Owner"), and **CHINOOK SOLAR, LLC**, a Delaware limited liability company, of 40 Lafayette Street, Yarmouth, Maine 04096 ("Optionee"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, with regards to the following:

1. Option Agreement. Owner and Optionee did enter into that certain Option Agreement of even date herewith (the "Agreement"), which affects the real property located in Fitzwilliam, New Hampshire, as more particularly depicted on Exhibit A attached hereto (the "Property"). Capitalized terms used and not defined herein have the meaning given the same in the Agreement.
2. Grant of Option. Owner hereby grants to Optionee the exclusive and irrevocable right and option to acquire (i) all of the Property (the "Option"). If Optionee exercises the Option, then Owner shall sell and Optionee shall acquire the Property on the terms set forth in the Agreement. The financial terms of the Agreement are set forth therein.
3. Term. The Option is granted for a period of five (5) years commencing on the Effective Date and ending at midnight on January 3, 2021, time being of the essence (the "Option Period").
4. Inspection. During the Option Period, Owner shall permit Optionee, its agents, and employees free access to the Property for the purposes of allowing Optionee to conduct any and all studies and tests it may desire in order to determine the suitability of the Property for Optionee's use. Optionee shall repair any damage to the Property as a result of such activities and shall reimburse Owner for any damage occurring as a result of Optionee's entry onto the Property. Optionee shall indemnify, defend, and hold Owner harmless from and against all costs, loss, damage, and expense, including reasonable attorneys' fees, arising or resulting from Optionee's activities on the Property; provided, however, Optionee shall not be responsible for

(i) any pre-existing conditions which may be encountered by Optionee, except to the extent Optionee aggravates any such conditions, or (ii) indemnifying Owner for any claim resulting from the negligence or willful misconduct of Owner, its agents or employees.

5. Confidentiality. The financial terms of the Agreement (including the financial terms of the Agreement) are confidential and constitute proprietary information of the parties hereto. Each of the parties hereto and its respective partners, members, officers, directors, employees, agents and attorneys, shall not disclose such financial terms to any other person without the prior written consent of the other party except pursuant to an order of a court of competent jurisdiction; provided, however, either party may disclose such financial terms to its accountants, to any prospective transferee of all or any portion of their respective interests hereunder, to any federal, state, local or regulatory authority to whom disclosure is required by law, and in connection with any action brought to enforce or interpret the terms and conditions of this Agreement.

6. Assignment. Optionee may not assign its rights and obligations under this Agreement without the written consent of the Owner, which consent shall not be unreasonably withheld, conditioned, or delayed. Any conveyance of all or a portion of the Property by Owner shall be and remain subject to the terms of this Agreement during the Option Period.

7. Counterparts. 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.

[Signatures appear on following pages]

IN WITNESS WHEREOF, the parties have executed this Memorandum to be effective as of the date first written above.

**OWNER:**

Name: Edward J. Van Blarcom  
Edward J. Van Blarcom

STATE OF NEW HAMPSHIRE       §  
   §  
COUNTY OF HILLSBOROUGH     §

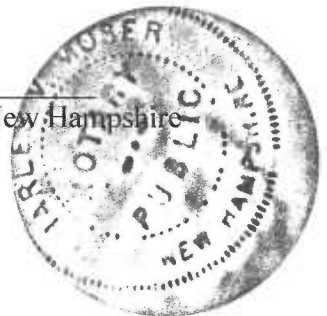
This instrument was acknowledged before me by Edward J. Van Blarcom, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal this 4th day of January, 2016.

  
\_\_\_\_\_  
Notary Public in and for the State of New Hampshire

My Commission Expires:  
  
\_\_\_\_\_

CHARLES V. MOSER  
Notary Public - New Hampshire  
My Commission Expires February 20, 2018



[Signatures continue on following pages]

IN WITNESS WHEREOF, the parties have executed this Memorandum to be effective as of the date first written above.

**OWNER:**

Name: Carmen C Van Blarcom  
Carmen C. Van Blarcom

STATE OF NEW HAMPSHIRE     §  
   §  
COUNTY OF HILLSBOROUGH   §

This instrument was acknowledged before me by Carmen C. Van Blarcom, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal this 4<sup>th</sup> day of January, 2016.

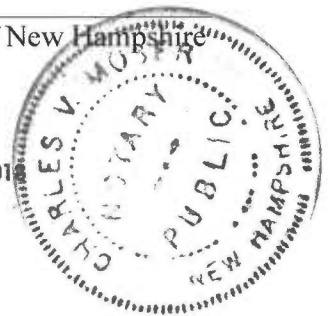
CVM

Notary Public in and for the State of New Hampshire

My Commission Expires:

\_\_\_\_\_


CHARLES V. MOSER  
Notary Public - New Hampshire  
My Commission Expires February 20, 2016



[Signatures continue on following pages]

**OPTIONEE:**

**CHINOOK SOLAR, LLC,**  
a Delaware limited liability company

By:   
PAUL HARRIS  
Jan 6, '16

STATE OF Massachusetts §  
§  
COUNTY OF Suffolk §

This instrument was acknowledged before me by <sup>Paul Harris vice</sup> ~~Adam Cohen~~, President of Chinook Solar, LLC, a Delaware limited liability company, on behalf of said company, and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal this 6 day of January, 2016.

  
Notary Public in and for Massachusetts

My Commission Expires:

December 26, 2019



**EXHIBIT "A" to**  
**MEMORANDUM OF OPTION AGREEMENT**

**Description of Property**

ALL that certain property containing 45 acres, more or less, owned by Edward J. and Carmen Van Blarcom, located in Fitzwilliam, New Hampshire identified by Tax Map #12 lot #4, and more particularly described in a deed from Bertram Bruce McLaughlin to Edward J. and Carmen C. Van Blarcom dated September 7, 2005 and recorded in the Cheshire County Registry of Deeds in Book 2280, Page 918.

Subject to a lien for Current Use recorded in the Cheshire County Registry of Deeds in Book 1298, Page 335.

Together with a certain right of way for access to said property as reserved by the grantors in a deed from Edward J. and Carmen C. Van Blarcom to David A. and Mary L. Rich dated August 22, 2008 and recorded in the Cheshire County Registry of Deeds in Book 2530, Page 228, and subject to any Current Use lien thereon.