

## REAL ESTATE PURCHASE OPTION AGREEMENT

THIS REAL ESTATE PURCHASE OPTION AGREEMENT (this "Agreement") is made as of the Effective Date (as defined below), by and between **Dunn Family Corporation**, a Washington corporation ("Seller"), and **Pacific Northwest Solar, LLC**, an Oregon limited liability company ("Purchaser"), dated December 21, 2016 (the "Effective Date").

In consideration of the mutual promises and covenants contained in this Agreement, the adequacy and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. Grant of Option. Seller hereby grants to Purchaser an exclusive and irrevocable option (the "Option") to purchase that certain real property owned by Seller and identified and described on Exhibit A attached hereto and made a part hereof (the "Property"), on the terms and conditions set forth in this Agreement.

2. Term of Option. The term of the Option (the "Term") shall be for a two month period beginning on the Effective Date, provided that Purchaser shall have the right to extend the Term exercisable upon written notice given to Seller and the payment to Seller as follows:

2.1 [REDACTED] to extend the Term for up to six months from the date the original period ends ("First Option Extension");

2.2 [REDACTED] to extend the Term for up to six months from the date the First Option Extension period ends ("Second Option Extension");

2.3 Option Extension Payments are due at the start of each respective Option Extension period; and

2.4 In all cases, however, Purchaser shall have the right at any time prior to exercising the Option to terminate this Agreement by giving written notice to Seller.

3. Method of Exercising Option. Purchaser may exercise the Option at any time during the Term, as the Term may be extended by giving written notice of exercise of the Option to Seller (the "Exercise Notice"). Upon the timely and proper exercise of the Option, Seller agrees to sell and convey, and Purchaser agrees to purchase, the Property, in accordance with and subject to the terms and conditions of this Agreement.

4. Inspections. Seller agrees that from and after the Effective Date, Purchaser or its designated agents or contractors may enter upon the Property to conduct, at Purchaser's sole cost and expense, inspections, tests, surveys, engineering, environmental, and/or market and economic feasibility studies, and due diligence matters related thereto, concerning the Property. Purchaser shall provide Seller with courtesy copies of all such reports generated concerning the Property. Furthermore, Purchaser agrees to ensure that no liens are placed upon the Property during the Term as a result of Purchaser's engagement of contractors or consultants.

5. Purchase Price. The price (the "Purchase Price") to be paid by Purchaser to Seller for the Property shall equal [REDACTED] At Closing

(as defined below), Purchaser shall receive a credit against the Purchase Price in the full amount any payment made by Purchaser to Seller as part of the First Option Extension or Second Option Extension. The Purchase Price, as adjusted for such credit and the other adjustments and prorations provided for in this Agreement, shall be paid by wire transfer, a cashier's check, or an escrow check made payable to Seller and delivered at Closing. Purchaser shall cooperate in any Tax Code Section 1031 Exchange, at the option of Seller, and at the Seller's cost.

Within thirty (30) days of the Effective Date of the Agreement, Purchaser shall provide to Seller proof of financing/liquidity sufficient to satisfy the purchase price as stated herein.

6. Costs; Prorations; Credits.

6.1 Seller and Purchaser shall split 50%/50% any real estate transfer or similar taxes applicable to the sale and purchase of the Property pursuant to this Agreement as well as the cost of recording any corrective instruments as may be required to deliver good and marketable title as required hereunder. Purchaser shall pay the cost of recording the Deed (as defined below) and the cost of the Title Commitment (as defined below) and Title Policy (as defined below). Seller and Purchaser shall share equally any escrow charges of the Title Company (as defined below). Except as stated above, each party shall otherwise pay and be responsible for its own costs, expenses, and attorneys' fees.

6.2 Property taxes against the Property for all calendar years prior to the year in which Closing occurs shall be paid in full by Seller. Property taxes for the year in which Closing occurs shall be prorated based on the actual amount of taxes for such year. All special assessments levied or announced, or for work actually commenced, as a result of Purchaser's activities at the Property shall be paid by Purchaser.

6.3 All receipts and disbursements relating to the Property will be prorated at Closing on the day of Closing, and the Purchase Price will be adjusted by appropriate credits on the closing statement. Unless otherwise agreed by the parties, all prorations and costs owed by Seller will be deducted from amounts owed to Seller at Closing and paid by Purchaser as a credit against amounts owed to Seller by Purchaser.

7. Title.

7.1 At Closing, Seller shall convey to Purchaser good, marketable and insurable fee simple title to the Property, free from any (i) mortgage, deed to secure debt, deed of trust, security agreement, judgment, lien or claim of lien, or any other title exception or defect that is monetary in nature, Seller hereby agreeing to pay and satisfy of record any such title defects or exceptions prior to or at Closing at Seller's expense, (ii) lease, rental agreement, or other right of occupancy of any kind, whether written or oral, (iii) recorded or unrecorded right or interest first attaching subsequent to the Effective Date, (iv) any and all title objections or concerns raised by a title exam or survey of Property, or (v) matters encompassed by any standard exception under the Title Commitment, including the standard "gap" exception, the standard mechanic's lien exception and the standard parties in possession exception (the "Non-Permitted Exceptions").

7.2 Prior to Closing, Purchaser shall obtain a current title commitment (the "Title Commitment") applicable to the Property, from a title insurance company acceptable to

Purchaser (the “Title Company”), whereby the Title Company agrees to issue at Closing an ALTA Owner’s Policy of Title Insurance (the “Title Policy”), in the amount of the Purchase Price, insuring Purchaser’s marketable fee simple title to the Property, including all appurtenances thereto and improvements thereon, and including such additional title endorsements in form and content as Purchaser may reasonably request. Purchaser shall pay for any surveys required by the Title Company for such Title Policy. Notwithstanding anything to the contrary contained in this Agreement, it shall be a condition precedent to Purchaser’s obligation to close the transaction herein described that the Title Company shall deliver a signed Title Commitment to Purchaser, concurrent with Closing, indicating that upon recording of the Deed and payment of its premiums (at ordinary rates), the Title Company will issue the Title Policy to Purchaser as herein required, insuring that fee simple title shall be vested in Purchaser, without exception for the Non-Permitted Exceptions. If the parties are unable to cause the satisfaction of the aforesaid condition precedent, Purchaser, in its discretion, may elect, by written notice to Seller, either to accept such title as Seller is capable of delivering or to terminate this Agreement.

7.3 If Purchaser causes a cloud on title as a result of Purchaser’s entitlement efforts tied to developing the Property as a solar farm, then Purchaser (at Purchaser’s sole expense) shall remove the same, unless such cloud on title is eliminated through Closing.

8. Closing. The closing of the transaction contemplated by this Agreement (“Closing”) shall occur through escrow at the offices of the Title Company within thirty (30) days following Purchaser’s delivery of the Exercise Notice on such date as Purchaser may select by advance written notice to Seller or on such other date or at such other location as the parties may mutually agree. If the Title Company or other party serving as escrow agent in connection with this Agreement requires the execution of an escrow agreement, Seller and Purchaser will promptly execute and deliver the same in such form as the Title Company or such escrow agent may reasonably request.

9. Closing Deliveries. At Closing, the following shall occur:

9.1 Seller shall deliver actual possession of the Property to Purchaser and Seller shall deliver or cause to be delivered to Purchaser such documents as are reasonably required by Purchaser to close and consummate the transaction that is the subject of this Agreement, all fully executed by Seller and acknowledged as necessary, including the following enumerated documents, all of which documents shall be subject to the reasonable approval of Purchaser:

- (i) Counterpart of closing statement;
- (ii) Limited Warranty Deed (the “Deed”), conveying to Purchaser the Property, warranting title against the Non-Permitted Exceptions;
- (ii) Certificate of Non-Foreign Status, evidencing that Purchaser shall not be liable for transfer liability under Section 1145 of the Internal Revenue Code, as amended;
- (iii) Title affidavits and indemnities in form and content as may be reasonably required by Purchaser and the Title Company to delete all of the Title Commitment’s standard exceptions (other than as to matters of survey), including the

standard “gap” exception, the standard mechanic’s lien exception, and the standard parties in possession exception and any exceptions for judgment, state or federal tax, environmental, broker, or other liens;

(iv) Instruments reasonably satisfactory to Purchaser and the Title Company reflecting the proper power, good standing, and authorization for the sale of the Property from Seller to Purchaser and the execution and delivery of all documents hereunder;

(v) Such corrective instruments as may be required to deliver marketable and insurable title as required hereunder;

(vi) Seller certification confirming that all representations and warranties stated herein are in full force and effect as of Closing; and

(vii) Such other instruments as may be reasonably necessary to effect the conveyance of the Property in accordance with, and effectuate the other provisions of, this Agreement.

9.2 Purchaser shall deliver or cause to be delivered to Seller such documents as are reasonably required by Seller to close the transaction that is the subject of this Agreement, all fully executed by Purchaser and acknowledged as necessary, including the following enumerated documents, all of which documents shall be subject to the reasonable approval of Seller:

(i) Counterpart of closing statement; and

(ii) Such other instruments as may be reasonably necessary to effect the conveyance of the Property in accordance with, and effectuate the other provisions of, this Agreement.

(iii) Payment of the Purchase Price as provided for herein.

10. Brokers. Neither Seller nor Purchaser have engaged any real estate brokers in regards to this contemplated transaction.

11. Seller Representations, Warranties, and Covenants. Seller represents, warrants, and covenants, as follows:

11.1 Seller is the owner of the Property as of the Effective Date. Seller shall not enter into, permit, or suffer, nor purport to enter into or permit, any encumbrance of the Property. Furthermore, this Option and the rights hereunder shall be superior to any and all encumbrances placed upon, permitted or filed against Property.

11.2 No condemnation proceeding is pending or, to Seller’s knowledge, threatened with respect to any part of the Property.

11.3 Seller has not used, generated, treated, stored, released, discharged, or disposed of Hazardous Substances on or from the Property at any time; nor, to the knowledge of

Seller, has any such event occurred upon or within the Property. To the knowledge of Seller, no notification of release of a Hazardous Substance has been filed as to the Property, nor is the Property listed or formally proposed for listing on the National Priority List promulgated pursuant to federal law or on any state list of hazardous substance sites requiring investigation or clean-up. Seller has complied with all reporting requirements under any applicable federal, state, or local environmental laws and there are no existing violations by Seller of any such environmental laws. To the knowledge of Seller, there are no claims, actions, suits, proceedings, or investigations related to the presence, release, discharge, spillage, or disposal of any Hazardous Substance or contamination of soil or water by any Hazardous Substance pending or threatened with respect to the Property or otherwise against Seller in any court or before any state, federal, or other governmental agency or private arbitration tribunal. To the knowledge of Seller, no PCB, PCB-contaminated, friable asbestos, or formaldehyde-based insulation items are present at the Property. Seller shall indemnify and hold harmless Purchaser from and against any and all losses arising from or related to the breach by Seller of any warranties or representations contained in this subsection. "Hazardous Substance" shall refer to any hazardous or toxic substance or waste as those terms are defined by any applicable federal or state law or regulation, including, without limitation, the Comprehensive Environmental Recovery Compensation and Liability Act, 42 U.S.C. 9601 *et seq.* and the Resource Conservation and Recovery Act, 42 U.S.C. 6901 *et seq.*, and petroleum, petroleum products, and oil.

11.4 Seller has no knowledge, nor has Seller received any notice of any actual or pending litigation or proceeding by any organization, person, individual, or governmental agency against Seller with respect to the Property or any portion thereof or with respect thereto, nor does Seller know of any basis for any such action; and Seller has no knowledge, nor has Seller received any notice, of any violations of law, municipal or county ordinances, or other legal requirements with respect to the Property (or any part thereof) or with respect to the use or occupancy of the Property nor does Seller know of any basis for such violations.

11.5 No assessments have been made against the Property (or any part thereof) that are unpaid (except property taxes or special assessments which will be paid in full or prorated as an adjustment to the Purchase Price at the time of Closing in accordance with this Agreement), whether or not they have become liens.

11.6 Seller shall cooperate with Purchaser in Purchaser's efforts to seek governmental approvals desired by Purchaser for Purchaser's intended use and acquisition of the Property as a solar farm including, (i) the granting to Purchaser of full authority to seek any and all permits, licenses, and approvals necessary for the development of the Property for Purchaser's intended use thereof (including, but not limited to, re-zonings, variances, special land use permits, permits, approvals, licenses, and/or authorizations) and for the division or subdivision (whether by certified survey map or otherwise) of the Property so as to cause the Property to be recognized as a single lawfully subdivided parcel, and (ii) the execution of consents and applications in connection with Purchaser attempting to obtain such governmental permits, licenses, and approvals. Without limiting the generality of the foregoing, Seller shall not oppose, in any way, whether directly or indirectly, any application by Purchaser for any permit, approval, or entitlement at any administrative, judicial, legislative, or other level.

11.7 Seller agrees that Purchaser shall not and does not assume any of the

following liabilities, and Seller shall promptly pay and perform, and indemnify and hold Purchaser harmless from and against (except where the liability is created by the Purchaser): any liability or obligation of Seller in respect of any state, local, federal, or foreign taxes (whether in the nature of income, transfer, sales, withholding, employee, excise, property, customs, gross receipts, or other taxes or other duties of any kind whatsoever), or penalties, interest, and fines in respect thereof, or any reporting requirement or estimated tax payable with respect thereto, relating to events or transactions occurring on or prior to Closing involving Seller or the transactions contemplated hereby; any litigation, investigation, or other proceeding pending or threatened with respect to Seller or the Property on or prior to Closing, or subsequently asserted, which is attributable to facts existing, or events, or omissions occurring on or prior to Closing; and all liabilities or claims of any nature relating directly or indirectly to the Property, whether accrued, absolute, contingent, or otherwise arising out of or relating to (or alleged to arise out of or relate to) any state of facts, omissions, or events existing or occurring on or before Closing (whether known or unknown to Purchaser or Seller).

11.8 Seller shall not enter into any transaction, take any action, or by inaction, permit any event to occur, which would result in any of the representations, warranties, and covenants of Seller herein contained not being true, correct, and satisfied at and as of the time immediately after the occurrence of such transaction or event. Notwithstanding the foregoing, Seller may take any action necessary to maintain the current state of the Property as an ongoing tree farm operation until Closing.

11.9 Seller agrees to take such actions at its expense as may be necessary to cause the above representations, warranties, and covenants to be true, correct, and satisfied as of the date of Closing; provided, however, if an event or circumstance which is neither caused by Seller nor within the reasonable control of Seller causes any such representation, warranty, or covenant to be untrue as of the date of Closing, Seller shall not be required to take any action with respect to such event or occurrence. Subject to the preceding sentence, Seller shall affirm the foregoing representations, warranties, and covenants at (and as of the date of) Closing, all of which shall survive Closing. Notwithstanding the foregoing, or anything to the contrary contained in this Agreement, it shall be a condition precedent to Purchaser's obligation to close the transaction herein described that all of Seller's representations, warranties, and covenants under this Agreement be true, correct, and satisfied, in all material respects, as of the date of Closing.

12. Eminent Domain. If, after the Effective Date and prior to Closing, Seller receives notice of the commencement or threatened commencement of eminent domain or other like proceedings against the Property or any portion thereof, Seller shall immediately give written notice thereof to Purchaser, in which event Purchaser, in its discretion (whether or not Purchaser has then exercised the Option), may elect, by written notice to Seller, either to (i) terminate this Agreement or (ii) keep this Agreement in effect and, if applicable, close the transaction contemplated hereby in accordance with its terms, but subject to such proceedings, in which event the Purchase Price shall not be reduced but Seller shall assign to Purchaser Seller's rights in any condemnation award or proceeds, as they pertain to this Agreement or the Property.

13. Damage to Property. If, after the Effective Date and prior to Closing, all or any part of the Property is damaged prior to Closing by flood or other casualty, Seller shall immediately give written notice to Purchaser of such damage, if any, in which event Purchaser, in its discretion

(whether or not Purchaser has then exercised the Option), may elect, by written notice to Seller, either to (i) terminate this Agreement, or (ii) keep this Agreement in effect and close the transaction contemplated hereby in accordance with its terms.

14. Notices. All notices or other communications required or permitted hereunder shall, unless otherwise provided herein, be in writing, and shall be personally delivered, delivered by reputable overnight courier, or sent by registered or certified mail, return receipt requested and postage prepaid, addressed as follows:

If to Seller:

Cheryl Trimble  
Dunn Family Corporation



If to Purchaser:

Pacific Northwest Solar, LLC  
Attn: Ryan Meyer  
PO Box 4120, #33304  
Portland, OR 97208  
Email:

[ryan.meyer@pacificnorthwestsolar.net](mailto:ryan.meyer@pacificnorthwestsolar.net)

Notices personally delivered shall be deemed given the day so delivered. Notices given by overnight courier or electronic mail shall be deemed given on the first business day following the mailing date. Notices mailed as provided herein shall be deemed given on the third business day following the mailing date. Any party may change its address for purposes of this section by giving written notice of such change to the other party in the manner provided in this section.

15. Default Remedies.

(a) If Purchaser fails or refuses to perform its obligations under this Agreement and such failure or refusal is not cured within sixty (60) days after written notice from Seller to Purchaser, then Seller may as its sole and exclusive remedy retain the Option Extension Payment, to the extent then paid by Purchaser and if Purchaser fails or refuses to purchase the Property in accordance with the terms of this Agreement after delivering an Exercise Notice, then Seller may, as Seller's sole and exclusive remedy, receive an additional sum of [REDACTED], as full liquidated damages. Seller and Purchaser acknowledge and agree that it is impossible to estimate or determine the actual damages Seller would suffer because of Purchaser's breach hereof, but that the liquidated damages provided herein represent a reasonable estimate of such actual damages and Seller and Purchaser therefore intend to provide for liquidated damages as herein provided, and that the agreed upon liquidated damages are not punitive or penalties and are just, fair and reasonable. Seller's right to receive the specified liquidated damages is in lieu of any other right or remedy, all other rights and remedies being waived by Seller.

b) If Seller fails or refuses to convey the Property in accordance with the terms of this Agreement or otherwise perform its obligations hereunder, and such failure or refusal is not cured within sixty (60) days after written notice from Purchaser to Seller, or if any Seller representation or warranty hereunder should be determined to be false in any material respect when made, then Purchaser shall have the right to a refund of the any Option Extension payment(s), specific performance, recover damages or any and all other rights and remedies available at law or in equity for Seller's breach.

16. Entire Agreement, Amendments and Waivers. This Agreement contains the entire agreement and understanding of the parties in respect to the subject matter hereof, supersedes all prior agreements in respect to the subject matter hereof, if any, between the parties, and the same may not be amended, modified, or discharged nor may any of its terms be waived except by an instrument in writing signed by the parties. Nothing herein shall be construed to supersede any ongoing lease or easement agreement between the parties.

17. Further Assurances. The parties each agree to do, execute, acknowledge, and deliver all such further acts, instruments, and assurances, and to take all such further action before or after Closing as shall be necessary or desirable to fully carry out this Agreement and to fully consummate and effect the transactions contemplated hereby. The foregoing covenant shall survive Closing.

18. No Third Party Benefits. This Agreement is for the sole and exclusive benefit of the parties hereto and their respective successors and assigns, and no third party is intended to or shall have any rights hereunder.

19. Assignment, Successors. Purchaser may freely assign its rights under this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

22. Waiver of Jury Trial and Agreement to Arbitrate. **TO THE EXTENT PERMITTED BY LAW, EACH PARTY HERETO HEREBY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO DEMAND THAT ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM OR CAUSE OF ACTION ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE RELATIONSHIP OF THE PARTIES HEREUNDER BE TRIED BY JURY. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT. EACH PARTY HEREBY ACKNOWLEDGES THAT IT IS KNOWINGLY AND VOLUNTARILY WAIVING THE RIGHT TO DEMAND TRIAL BY JURY.**

**EACH PARTY AGREES THAT EVERY CLAIM, CONTROVERSY, OR DISPUTE (INCLUDING ALL CONTRACT AND/OR TORT CLAIMS (INCLUDING THOSE BASED UPON OR CREATED BY STATUTE)) ARISING BETWEEN OR AMONG THE PARTIES, INCLUDING THOSE ARISING OUT OF OR RELATING TO THIS OPTION AGREEMENT, OR TO THE INTERPRETATION OR BREACH THEREOF, SHALL BE RESOLVED IN ACCORDANCE WITH THE THEN EFFECTIVE ARBITRATION RULES OF, AND BY FILING A CLAIM WITH, THE AMERICAN ARBITRATION ASSOCIATION, AND ANY JUDGMENT UPON THE AWARD RENDERED PURSUANT TO SUCH ARBITRATION MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THE OBLIGATIONS OF THIS PARAGRAPH SHALL SURVIVE THE CLOSING OF THIS TRANSACTION.**



23. Recording. Purchaser shall have the right to record this Agreement or a memorandum of this Agreement. In the event Purchaser chooses to record a memorandum, Seller will cooperate with Purchaser in such regard and will execute a memorandum in the form of Exhibit B attached hereto and made a part hereof by reference, or any other reasonable form of memorandum.

24. Enforcement Expense. In the event that either party hereto commences an enforcement action against the other to enforce its rights hereunder, the prevailing party in such enforcement action shall be entitled to recover from the other its reasonable attorney's fees and expenses incidental to such enforcement action, whether incurred before or after a final decision on such enforcement action.

25. Severability. If any clause or provision of this Agreement is held by a court having jurisdiction to be illegal, invalid or unenforceable under any present or future law, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any such provision is held to be illegal, invalid, or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible and be legal, valid, and enforceable and Seller and Purchaser agree to cooperate to achieve this outcome.

26. Time. Time is the essence of each provision of this Agreement.

27. Gender. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held to include the plural.

28. Captions. The captions in this Agreement are inserted for convenience of reference and are not intended to define, describe, or limit the scope of any provision of this Agreement.

29. Counterpart Execution. This Agreement may be executed in counterparts, each of which will be deemed an original document, but all of which will constitute a single document.

30. Confidentiality. Unless and until this Agreement is recorded pursuant to Section 23, Seller will (i) treat this Agreement and all oral discussions related hereto in strict confidence and (ii) except to the extent included in any memorandum recorded in the public records pursuant to Section 23, shall not disclose any of the particulars hereof to any third parties without the prior written consent of Purchaser; provided, however, that Seller may disclose such information to (x) Seller's personal advisors, (y) any prospective purchaser of the Property, or (z) pursuant to lawful process, subpoena, or court order; so long as in making such disclosure Seller advises the person receiving the information of the confidentiality thereof and obtains the agreement of said person not to disclose such information. Excluded from the foregoing is any information that is in the public domain by reason of prior publication through no act or omission of Seller.

31. Seller and Purchaser warrant and represent that the party or official executing this Option on behalf of Seller and on behalf of Purchaser are authorized to execute on behalf of the entity or individual for whom he or she has executed this Option and that Seller and Purchaser are bound and obligated as set forth in this Option.

*[The remainder of this page is intentionally left blank – signature page(s) follow]*

IN WITNESS WHEREOF, Seller and Purchaser, acting through their duly authorized representatives, have made and entered into this Memorandum as of the Effective Date.

**SELLER:**

**Dunn Family Corporation**

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

*(See attached Notary Acknowledgment)*

**PURCHASER:**

**Pacific Northwest Solar, LLC**

  
By: \_\_\_\_\_  
Title: Senior Vice President

*(See attached Notary Acknowledgment)*

## EXHIBIT A

### LEGAL DESCRIPTION OF THE PROPERTY

All of that certain real property in Kittitas County, Washington, and designated as Tax Lot Nos. 19440, 19441, 19442, 10577, 10579, and 10580, and as generally set forth in the image below, subject to revision with a formal metes and bounds survey completed by Purchaser (approximately 46 acres in size):



**EXHIBIT B**

**FORM OF MEMORANDUM**

When recorded send to:

**Pacific Northwest Solar, LLC**  
**PO Box 4120, #33304**  
**Portland, OR 97208**

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**MEMORANDUM OF REAL ESTATE  
PURCHASE OPTION AGREEMENT**

THIS MEMORANDUM OF REAL ESTATE PURCHASE OPTION AGREEMENT (this “Memorandum”) is made, dated and effective as of December 21, 2016 (the “Effective Date”), between **Dunn Family Corporation** (“Seller”), and **Pacific Northwest Solar**, an Oregon limited liability company (“Purchaser”):

RECITALS:

WHEREAS, Seller and Purchaser have entered a Real Estate Purchase Option Agreement dated as of December 21, 2016, the “Effective Date”, with respect to property more specifically described herein (as heretofore or hereinafter amended, restated, or supplemented from time to time, the “Option Agreement”); and

WHEREAS, Seller and Purchaser desire to set forth certain terms and conditions of the Option Agreement in a manner suitable for recording in the County in which the Property resides, in order to provide record notice and notice of the terms and provisions of the Option Agreement and its rights in and to the land subject to the Option Agreement, as provided herein and therein.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Option Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree and stipulate as follows:

1. Description of Property. The land subject to the Option Agreement is described on Exhibit A attached hereto, and by this reference made a part hereof (the “Property”).
2. Grant of Option. Seller hereby grants to Purchaser, pursuant to the Option Agreement, an exclusive and irrevocable option (the “Option”) to purchase the Property on the terms and conditions set forth in the Option Agreement. The entire Option Agreement is hereby incorporated into this Memorandum by reference. Notwithstanding anything to the contrary contained herein, the provisions of this Memorandum do not in any way alter, amend, supplement, change, or affect the terms, covenants, or conditions of the Option Agreement, all of which terms, covenants, and conditions shall remain in full force and effect. In the event of any conflict between the terms of this Memorandum and the Option Agreement, the terms of the Option Agreement shall prevail.
3. Term of Option Agreement. Unless otherwise extended or earlier terminated, as provided in the Option Agreement, the term of the Option shall be for a two month period beginning on the Effective Date, provided that Purchaser shall have the right, exercisable as

provided in the Option Agreement, to extend the term of the Option for up to an additional twelve months. Closing of the transaction contemplated by the Option Agreement shall occur within thirty (30) days following Purchaser's exercise of the Option, in accordance with the Option Agreement, or as the parties may otherwise mutually agree.

4. Names and Addresses of Parties. The names and addresses of the parties to the Option Agreement are as follows:

Seller:

Dunn Family Corporation  
2101 28th Street  
Puyallup, WA 98372

Purchaser:

Pacific Northwest Solar, LLC  
Attn: Ryan Meyer  
PO Box 4120, #33304  
Portland, OR 97208

5. Successors and Assigns. The terms of this Memorandum and the Option Agreement are covenants running with the land and inure to the benefit of, and are binding upon, the parties and their respective successors and assigns, including all subsequent owners of all or any portion of the Property. References to Seller and Purchaser include their respective successors and assigns. References to the Option Agreement include any amendments thereto.

6. Miscellaneous. This Memorandum is executed for the purpose of recording in the Public Records of the County in which the Property resides, in order to provide public record notice of the Option Agreement and Purchaser's rights in and to the land subject to the Option Agreement. All persons are hereby put on notice of and shall have a duty to inquire regarding the Option Agreement and all of the provisions thereof and the rights, title, interests, and claims of Purchaser in and to the Property. Any right, estate, claim, or interest in the Property first attaching to the Property and recorded from and after the Effective Date shall be subordinate to the terms of the Option Agreement. If Purchaser acquires fee simple title to any portion of the Property, Purchaser shall have the right, at Purchaser's option, to terminate any such subordinate right, estate, claim, or interest, at no cost or liability to Purchaser, or to accept title subject thereto. This instrument may for convenience be executed in any number of original counterparts, each of which shall be an original and all of which taken together shall constitute one instrument.

7. Seller is the owner of the Property as of the Effective Date. Seller shall not enter into, permit or suffer, nor purport to enter into or permit, any and all encumbrances of the Property. Furthermore, the Option Agreement and the rights thereunder shall be superior to any encumbrances placed upon, permitted or filed against Property.

8. By this document and the recording thereof, all persons are put on notice of the terms and provisions of the Option Agreement and its contents.

IN WITNESS WHEREOF, Seller and Purchaser, acting through their duly authorized representatives, have made and entered into this Memorandum as of the Effective Date.

**SELLER:**

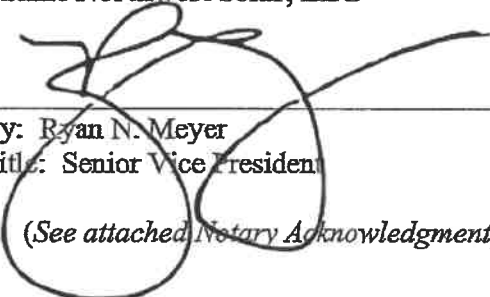
**Dunn Family Corporation**

Cheryl Trumble, Treasurer  
By:  
Title:

*(See attached Notary Acknowledgment)*

**PURCHASER:**

**Pacific Northwest Solar, LLC**

  
By: Ryan N. Meyer  
Title: Senior Vice President

*(See attached Notary Acknowledgment)*

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

All of that certain real property in Kittitas County, Washington, and designated as Tax Lot Nos. 19440, 19441, 19442, 10577, 10579, and 10580, subject to revision with a formal metes and bounds survey completed by Purchaser (approximately 46 acres in size).



## ASSIGNMENT AND ASSUMPTION AGREEMENT

**THIS ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "**Agreement**"), dated as of May 1, 2017 is by and between Pacific Northwest Solar, LLC an Oregon limited liability company ("**Assignor**") and Westside Solar, LLC a Washington limited liability company ("**Assignee**").

### Recitals

A. Assignor desires to assign and transfer all of its rights under and in the Real Estate Purchase Option Agreement between Assignor and Dunn Family Corporation ("**Seller**"), dated December 21, 2016 (the "**Option**"), and Assignee desires to assume all of Assignor's obligations under and in and to the Option.

B. Pursuant to Section 19 of the Option, Assignor may freely assign the Option.

Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment and Assumption. Assignor hereby assigns to Assignee all of Assignor's rights, title, interests, and privileges under the Option. Assignee hereby assumes, and agrees to pay, perform and discharge, all obligations and liabilities of Assignor under the Option.

2. Effect of Agreement. Nothing in this Agreement shall, or shall be deemed to, modify or otherwise affect any provisions of the Option or affect the rights of the parties under the Option. In the event of any conflict or inconsistency between the terms of the Option and the terms hereof, the terms of the Option shall govern.

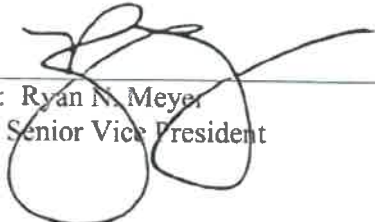
3. Further Assurances. Assignor and Assignee mutually agree to cooperate with respect to any of the matters described herein, and to execute such further deeds, assignments, assumptions, notifications, or other documents as may be legally requested or reasonably necessary for the purpose of giving effect to, evidencing, or giving notice of the transactions evidenced by this Agreement.

4. Miscellaneous. (a) This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and shall not be changed or modified except by written agreement executed by both parties. (b) This Agreement shall be governed by the laws of the State of Washington, excluding any conflict of laws rule or principle that might refer the governance or the construction hereof to another jurisdiction. (c) This Agreement and the covenants and agreements herein contained shall inure to the benefit of Assignor and Assignee and their successors and assigns, and shall be binding upon Assignor and Assignee and their successors and assigns. This Agreement shall not be deemed to confer upon or give to any third party other than the successors and assigns of Assignor and Assignee any remedy, claim, cause of action or other right.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the date written above.

**ASSIGNOR:**

Pacific Northwest Solar, LLC

By:   
Name: Ryan N. Meyer  
Title: Senior Vice President

**ASSIGNEE:**

Westside Solar, LLC

By:   
William B. Owens, Jr., Vice President

**FIRST AMENDMENT TO  
REAL ESTATE OPTION AGREEMENT**

**THIS FIRST AMENDMENT TO REAL ESTATE OPTION AGREEMENT** (this "Amendment") is entered into as of the February 9, 2018 by **DUNN FAMILY CORPORATION** ("Seller") and **WESTSIDE SOLAR, LLC**, an Oregon limited liability company ("Purchaser"). Seller and Purchaser are at times collectively referred to hereinafter as the Parties or individually as a "Party".

**RECITALS**

**WHEREAS**, Seller and Pacific Northwest Solar, LLC ("**Prior Purchaser**") entered into that certain Real Estate Option Agreement dated December 21, 2016, as assigned from Prior Purchaser to Purchaser pursuant to that certain Assignment and Assumption Agreement dated May 1, 2017 (collectively, the "**Option**") with respect to certain real property described therein (the "**Property**"); and

**WHEREAS**, the parties desire to grant additional extensions to the Term under the Option upon the terms and conditions set forth herein.

**NOW THEREFORE**, in consideration of the sum of [REDACTED] and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Capitalized Terms. Capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Option.
2. Section 2 of the Option is deleted and amended and restated as follows:

2. Term of Option. The term of the Option (the "**Term**") shall be for a two-month period beginning on the Effective Date, provided that Purchaser shall have the right to extend the Term exercisable upon written notice given to Seller and the payment to Seller as follows:

2.1 [REDACTED] to extend the Term for up to six months from the date the original period ends ("**First Option Extension**");

2.2 [REDACTED] to extend the Term for up to six months from the date the First Option Extension period ends ("**Second Option Extension**");

2.3 [REDACTED] to extend the Term for up to six months from the date the Second Option Extension period ends ("**Third Option Extension**");

2.4 [REDACTED] to extend the Term for up to six months from the date the Third Option Extension period ends ("Fourth Option Extension", together with the First Option Extension, Second Option Extension and Third Option Extension, collectively referred to as "Option Extensions" each payment for an Option Extension shall be referred to as an "Option Extension Payment" or collectively as the "Option Extension Payments");

2.5 Option Extension Payments are due at the start of each respective Option Extension period; and

2.4 In all cases, however, Purchaser shall have the right at any time prior to exercising the Option to terminate this Agreement by giving written notice to Seller.

3. The second sentence of Section 5 is deleted and amended and restated as follows:

At Closing (as defined below), Purchaser shall receive a credit against the Purchase Price for the full amount of any Options Extension Payments made by Purchaser to Seller.

4. Representations. Each Party represents and warrants to the other that: (i) each has the capacity, authority and power to execute, deliver, and perform under this Amendment; (ii) this Amendment constitutes legal, valid and binding obligations enforceable against it; (iii) each person who executes this Amendment on behalf of each Party warrants to having full and complete authority to do so; and (iv) each Party is acting on its own behalf, has made its own independent decision to enter into this Amendment, has performed its own independent due diligence, is not relying upon the recommendations of any other party, and is capable of understanding, understands, and accepts the provisions of this Amendment.
5. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument.
6. Conflict. Unless specifically modified herein, the terms and provisions of the Option shall remain in full force and effect. To the extent of any conflict between the terms and provisions of the Option and the terms and provisions of this Amendment, the terms and provisions of this Amendment shall prevail.

**[SEPARATE SIGNATURE PAGE ATTACHED]**

IN WITNESS WHEREOF, Seller and Purchaser have executed this Amendment as of the date written above

**SELLER**

**DUNN FAMILY CORPORATION**

By: Cheryl Trimble  
Name: Cheryl Trimble  
Title: Treasurer

**PURCHASER**

**WESTSIDE SOLAR, LLC**

By: William B. Owens, Jr.  
William B. Owens, Jr., Vice President

**SECOND AMENDMENT TO  
REAL ESTATE OPTION AGREEMENT**

**THIS SECOND AMENDMENT TO REAL ESTATE OPTION AGREEMENT** (this “**Amendment**”) is entered into as of August 21, 2018 by **DUNN FAMILY CORPORATION** (“**Seller**”) and **WESTSIDE SOLAR, LLC**, an Oregon limited liability company (“**Purchaser**”). Seller and Purchaser are at times collectively referred to hereinafter as the Parties or individually as a “**Party**”.

**RECITALS**

**WHEREAS**, Seller and Pacific Northwest Solar, LLC (“**Prior Purchaser**”) entered into that certain Real Estate Option Agreement dated December 21, 2016, as assigned from Prior Purchaser to Purchaser pursuant to that certain Assignment and Assumption Agreement dated May 1, 2017 and as further modified by that certain First Amendment to Real Estate Option Agreement dated February 9, 2018 (collectively, the “**Option**”) with respect to certain real property described therein (the “**Property**”);

**WHEREAS**, Kittitas County continues to have a solar moratorium in effect while the county prepares a new solar ordinance; and

**WHEREAS**, parties desire to modify the option extensions herein to account for the solar moratorium as further reflected herein.

**NOW THEREFORE**, in consideration of the sum of [REDACTED] and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Capitalized Terms. Capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Option.
2. Section 2 of the Option is deleted and amended and restated as follows:

2. Term of Option. The term of the Option (the “**Term**”) shall be for a two-month period beginning on the Effective Date, provided that Purchaser shall have the right to extend the Term exercisable upon written notice given to Seller and the payment to Seller as follows:

2.1 [REDACTED] to extend the Term for up to six months from the date the original period ends (“**First Option Extension**”);

2.2 [REDACTED] to extend the Term for up to six months from the date the First Option Extension period ends (“**Second Option Extension**”);

2.3 [REDACTED] to extend the Term for up to six months from the date the Second Option Extension period ends (“**Third Option Extension**”);

2.4 [REDACTED] to extend the Term for up to six months from the date the Third Option Extension period ends (“**Fourth Option Extension**”, together with the First Option Extension, Second Option Extension and Third Option Extension, collectively referred to as “**Option Extensions**” each payment for an Option Extension shall be referred to as an “Option Extension Payment” or collectively as the “Option Extension Payments”); and

2.5 [REDACTED] to extend the Term for up to six months from the date the Fourth Option Extension period ends (“**Fifth Option Extension**” together with the First Option Extension, Second Option Extension, Third Option Extension and Fourth Option Extension, collectively referred to as “**Option Extensions**” each payment for an Option Extension shall be referred to as an “Option Extension Payment” or collectively as the “Option Extension Payments”);

2.6 Option Extension Payments are due at the start of each respective Option Extension period; and

2.7 In all cases, however, Purchaser shall have the right at any time prior to exercising the Option to terminate this Agreement by giving written notice to Seller.

3. The second sentence of Section 5 is deleted and amended and restated as follows:  
At Closing (as defined below), Purchaser shall receive a credit against the Purchase Price for the full amount of any Options Extension Payments made by Purchaser to Seller.
4. Simultaneous with the execution of this Amendment, the Seller acknowledges receipt of the Fourth Option Extension payment in the amount of [REDACTED]. Seller acknowledges that all prior option payments have been made in full.
5. Representations. Each Party represents and warrants to the other that: (i) each has the capacity, authority and power to execute, deliver, and perform under this Amendment; (ii) this Amendment constitutes legal, valid and binding obligations enforceable against it; (iii) each person who executes this Amendment on behalf of each Party warrants to having full and complete authority to do so; and (iv) each Party is acting on its own behalf, has made its own independent decision to enter into this Amendment, has performed its own independent due diligence, is not relying upon the recommendations of any other party, and is capable of understanding, understands, and accepts the provisions of this Amendment.
6. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument.
7. Conflict. Unless specifically modified herein, the terms and provisions of the Option shall remain in full force and effect. To the extent of any conflict between the terms and

provisions of the Option and the terms and provisions of this Amendment, the terms and provisions of this Amendment shall prevail.

**[SEPARATE SIGNATURE PAGE ATTACHED]**



IN WITNESS WHEREOF, Seller and Purchaser have executed this Amendment as of the date written above

**SELLER**

**DUNN FAMILY CORPORATION**

By: Cheryl Vivian Dunn Trimble  
Name: Cheryl Vivian Dunn Trimble  
Title: Treasurer

**PURCHASER**

**WESTSIDE SOLAR, LLC**

By:   
William B. Owens, Jr., Vice President

**THIRD AMENDMENT TO  
REAL ESTATE PURCHASE OPTION AGREEMENT**

**THIS THIRD AMENDMENT TO REAL ESTATE PURCHASE OPTION AGREEMENT** (this "**Amendment**") is entered into as of August 20, 2019 by and between **DUNN FAMILY CORPORATION**, a Washington corporation ("**Seller**") and **WESTSIDE SOLAR, LLC**, a Washington limited liability company ("**Purchaser**"). Seller and Purchaser are at times collectively referred to hereinafter as the "**Parties**" or individually as a "**Party**".

**RECITALS**

**WHEREAS**, Seller and Pacific Northwest Solar, LLC ("**Prior Purchaser**") entered into that certain Real Estate Purchase Option Agreement dated December 21, 2016, as assigned from Prior Purchaser to Purchaser pursuant to that certain Assignment and Assumption Agreement date May 1, 2017 and as further modified by that certain First Amendment to Real Estate Option Agreement dated February 9, 2018 and that certain Second Amendment to Real Estate Option Agreement dated August 21, 2018 (collectively, the "**Option**") with respect to certain real property described therein (the "**Property**");

**WHEREAS**, the Parties desire to modify the option and add to extend the Term of the Option;

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

1. **Capitalized Terms.** Capitalized terms not otherwise defined herein shall have the same meaning and effect as assigned to the in the Option.
2. **Sections 2.5 through 2.7** of the Option are deleted in their entirety and amended and restated as follows:
  - 2.5 [REDACTED] to extend the Term for up to six months from the date the Fourth Option Extension Period ends ("**Fifth Option Extension**");
  - 2.6 [REDACTED] to extend the Term for up to three months from the date the Fifth Option Extension Period ends ("**Sixth Option Extension**")
  - 2.7 [REDACTED] to extend the Term for up to three months from the date the Sixth Option Extension Period ends ("**Seventh Option Extension**" together with the First Option Extension, Second Option Extension, Third Option Extension, Fourth Option Extension, Fifth Option Extension and Sixth Option Extension, collectively referred to as "**Option Extensions**" each

payment for an Option Extension shall be referred to as an "Option Extension Payment" or collectively as the "Option Extension Payments");

2.8 Option Extension Payments are due at the start of each respective Option Extension period; and

2.9 In all cases, however, Purchaser shall have to right at any time prior to exercising the Option to terminate this Agreement by giving written notice to Seller.

3. The second sentence of **Section 5** is deleted and amended and restated as follows:

At Closing (as defined below), Purchaser shall receive a credit against the Purchase Price in the full amount of the First Option Extension Payment, Second Option Extension Payment, Third Option Extension Payment, Fourth Option Extension Payment and Fifth Option Extension Payment that equal [REDACTED]. Any additional Option Extension Payments shall not be credited against the Purchase Price and shall be in addition to the Purchase Price.

4. **Section 6.1** is deleted and amended and restated as follows:

Purchaser shall pay any real estate transfer taxes applicable to the sale and purchase of the Property pursuant to this Agreement. Purchaser shall pay the cost of recording the Deed (as defined below) and the cost of the Title Commitment (as defined below) and Title Policy (as defined below). Purchaser shall also pay for any escrow charges of the Title Company. Purchaser and Seller shall equally share in the costs of recording any corrective instruments as may be required to deliver good and marketable title as required hereunder. Except as stated herein, each Party shall otherwise pay and be responsible for its own costs, expenses and attorneys' fees.

5. Notwithstanding anything herein to the contrary, Seller agrees that Purchaser shall have seven (7) business days from execution of this Amendment to deliver the Sixth Option Extension Payment in the amount of [REDACTED]. Seller acknowledges that all prior Option Extension Payments have been made in full.

6. **Representations.** Each Party represents and warrants to the other that: (i) each has the capacity, authority and power to execute, deliver, and perform under this Amendment; (ii) this Amendment constitutes legal, valid and binding obligations enforceable against it; (iii) each person who executes this Amendment on behalf of each Party warrants to having full and complete authority to do so; and (iv) each Party is acting on its own behalf, has made its own independent decision to enter into this Amendment, has performed its own independent due diligence, is not relying upon the recommendations of any other party, and is capable of understanding, understands, and accepts the provisions of this Amendment.

7. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

8. Conflict. Unless specifically modified herein, the terms and provisions of the Option shall remain in full force and effect. To the extent of any conflict between the terms and provisions of the Option and the terms and provisions of this Amendment, the terms and provisions of this Amendment shall prevail.

**[SEPARATE SIGNATURE PAGE ATTACHED]**

IN WITNESS WHEREOF, Seller and Purchaser have executed this Amendment as of the date written above.

**SELLER**

**DUNN FAMILY CORPORATION, a  
Washington corporation**

By:   
Cheryl Vivian Dunn Trimble, Treasurer

**PURCHASER**

**WESTSIDE SOLAR, LLC, a Washington  
limited liability company**

By:   
William B. Owens, Jr., President