

# EXHIBIT I: RECORDED DEEDS

CONFIDENTIAL



**DOCUMENT PREPARED BY:**

Corey A. Herman, VP of Land  
ELEXCO Land Services  
106 Huron Blvd., Suite A  
Marysville, MI 48040

**WHEN RECORDED MAIL TO:**

CARINA SOLAR, LLC  
c/o SAMSUNG C&T AMERICA, INC.  
Attention: Il Woo Choi  
105 Challenger Rd., 3rd Fl.  
Ridgefield Park, NJ 07660

I affirm, under the penalties of perjury, that I  
have taken reasonable care to redact each  
Social Security number in this document,  
unless required by law. Corey A. Herman

---

*(Space above this line for Recorder's use)*

**MEMORANDUM OF OPTION AGREEMENT**

This MEMORANDUM OF OPTION AGREEMENT (this "**Memorandum**") is made as of **OCTOBER 14<sup>TH</sup>, 2021**, by and between **Arnholt Brothers, LLC, an Indiana limited liability company** ("**Optionor**"), and **CARINA SOLAR, LLC**, a Delaware limited liability company ("**Optionee**").

Optionor has granted to Optionee an option (the "**Option**") to lease the real property described in **Schedule I** attached hereto (the "**Property**"), together with any other real and personal property interests relating to the Property, as more fully set forth in, and subject to and in accordance with the terms and conditions provided in, that certain Option to Lease Agreement, dated as of the date of this Memorandum (the "**Option Agreement**"), entered into between Optionor and Optionee.

The initial term of the Option commences on **August 19, 2020**, and expires on **August 18, 2023** (the "**Initial Option Term**"). Unless Optionee gives to the Optionor notice of termination of the Option Agreement prior to the end of the Initial Option Term, then the Option Agreement and the Option provided therein shall be renewed automatically for a further period of two (2) years (such period is referred to as the "**Renewal Option Term**"). Optionee must exercise the Option on or prior to the expiration date in accordance with the provisions of the Option Agreement, or the Option will expire and terminate and be of no further force or effect.

In the event of any conflicts between this Memorandum and the Option Agreement, the terms of the Option Agreement shall control.

This Memorandum of Option Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option Agreement as of the date first above written.

**OPTIONOR:** Arnholt Brothers, LLC  
an Indiana limited liability company

By: Keith Arnholt  
Name: Keith Arnholt  
Title: Member

**ACKNOWLEDGMENT**

STATE OF INDIANA )  
 ) SS.  
COUNTY OF BARTHOLOMEW )

I, the undersigned, a Notary Public in and for said County <sup>CG4H</sup> in the State aforesaid, DO HEREBY CERTIFY that Arnholt Brothers, LLC, by Keith Arnholt ~~and Keith Arnholt~~ Member, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the same instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 8 day of December, 2021

Amanda Foldenauer  
Notary Public Amanda Foldenauer

My Commission expires: 10/26/22

(NOTARY SEAL)



L.S

[Additional Signature Page Follows]

OPTIONEE: CARINA SOLAR, LLC

By: [Signature]  
Name: Il Woo Choi  
Title: Authorized Signatory

ACKNOWLEDGMENT

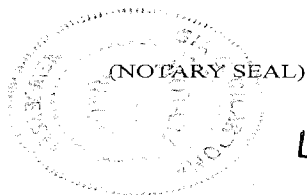
STATE OF NEW JERSEY )  
 ) SS.  
COUNTY OF BERGEN )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Il Woo Choi**, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the same instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14<sup>th</sup> day of October, 2021

**GIA G. INCARDONE**  
NOTARY PUBLIC OF NEW JERSEY  
Commission # 50115300  
My Commission Expires 10/22/2024

[Signature: Gia G. Incardone]  
Notary Public  
My Commission expires: 10/22/2024



**SCHEDULE 1**  
**LEGAL DESCRIPTION OF THE PROPERTY**

<b>Parcel Number</b>	<b>Acreage</b>	<b>Notes</b>
03-86-05-000-000.200-004	48.844	
03-86-05-000-000.201-004	43.804	
03-96-32-000-000.702-004	32.01	
<b>Total</b>	<b>125.658</b>	

**LOCATION: Gladstone Avenue, Columbus, Indiana**

**SIZE:** Approximately 32.01 acres in total

**Parcel Numbers: 03-96-32-000-000.702-004**

**Legal Description:**

**Lot 1 in Mace-Arnholt Administrative Subdivision recorded October 30, 2007 as Instrument No. 2001-15163 in Plat Book "R", page 165A in the Office of the Recorder of Bartholomew County, Indiana.**

**LOCATION:** Gladstone Avenue, Columbus, Indiana

**SIZE:** Approximately 93.648 acres in total

**Parcel Numbers:** 03-86-05-000-000.200-004; 03-86-05-000-000.201-004

**Legal Description:**

A part of the Northwest Quarter of Section 5, Township 8 North, Range 6 East, Bartholomew County, Indiana, and described as follows:

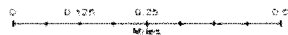
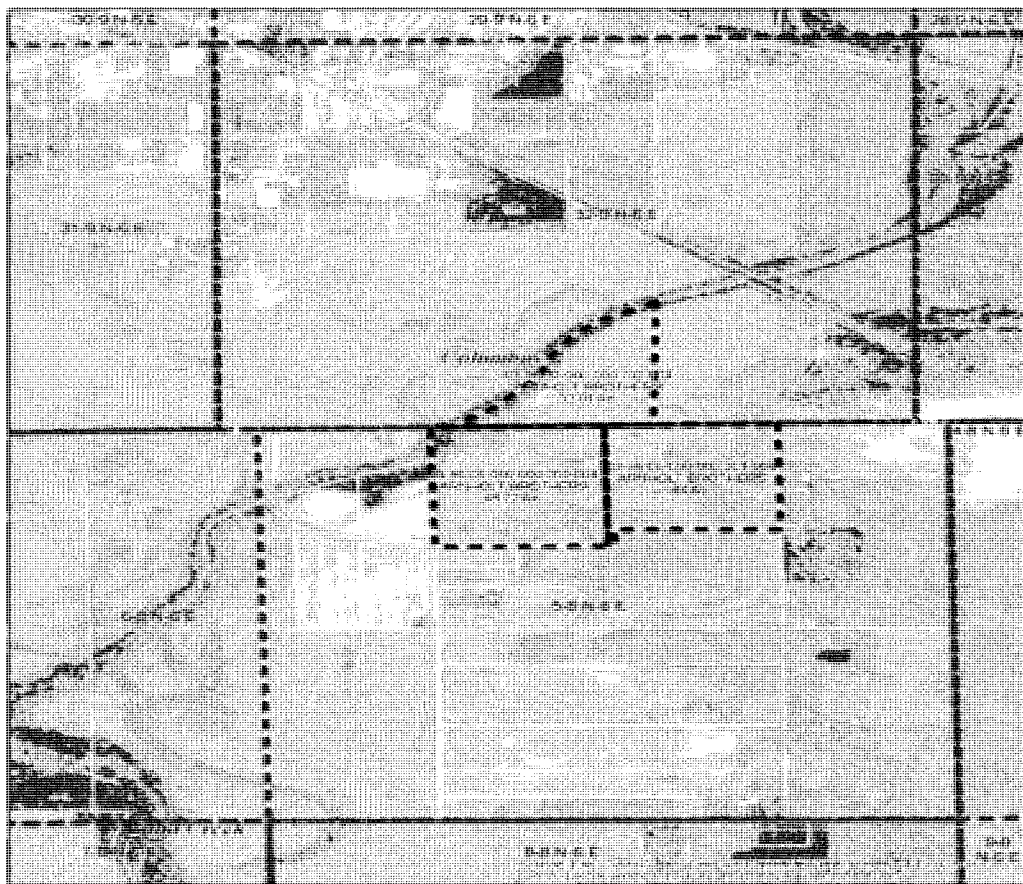
Commencing at the Northeast corner of the Northwest Quarter of Section 5, in Township 8 North, of Range 6 East; thence South 96.44 rods, more or less, to the north line of land set off in partition of lands to George Dudley, James Dudley and Marie Trenkenshue, jointly; thence West 80 rods, more or less, to line dividing the east and west half of aforesaid Northwest Quarter; thence North 96.44 rods, more or less, to the north line of aforesaid quarter section; thence East 81 rods, more or less, to the place of beginning, containing 48.22 acres, more or less.

ALSO: Lot One (1) and Ag Tract One (1) in Burbrink/Steinker Administrative Subdivision recorded as Instrument #06-2367 in Plat Book "R", page 115A, in the Office of the Recorder of Bartholomew County, Indiana.

Excepting Lot One (1) in Burbrink/Steinker Administrative Subdivision recorded as Instrument #06-2367 in Plat Book "R", page 115A, in the Office of the Recorder of Bartholomew County, Indiana.

Also excepting from Ag Tract (1) in Burbrink/Steinker Administrative Subdivision recorded as Instrument #06-2367 in Plat Book "R", page 115A. Ag Tract Two (2) in Burbrink/Steinker Administrative Subdivision Replat recorded as Instrument #10-0486 in Plat Book "R", page 221D, in the Office of the Recorder of Bartholomew County, Indiana.

### MAP(S) OF PROPERTY



Note: All data is approximate and is intended only to provide an indication of the presence of said information or data. Additional information and data that have not been included may be present. Some data licensed from and copyright by the respective county.





**DOCUMENT PREPARED BY:**

Corey A. Herman, VP of Land  
ELEXCO Land Services  
106 Huron Blvd., Suite A  
Marysville, MI 48040

**WHEN RECORDED MAIL TO:**

CARINA SOLAR, LLC  
c/o SAMSUNG C&T AMERICA, INC.  
Attention: Il Woo Choi  
105 Challenger Rd., 3rd Fl.  
Ridgefield Park, NJ 07660

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Corey A. Herman

*(Space above this line for Recorder's use)*

MEMORANDUM OF OPTION AGREEMENT

This MEMORANDUM OF OPTION AGREEMENT (this "**Memorandum**") is made as of **OCTOBER 14<sup>th</sup>, 2021**, by and between **The John William Steinker and Lucretia Anne Steinker Revocable Living Trust, Dated August 14, 2020** ("**Optionor**"), and **CARINA SOLAR, LLC**, a Delaware limited liability company ("**Optionee**").

Optionor has granted to Optionee an option (the "**Option**") to lease the real property described in **Schedule 1** attached hereto (the "**Property**"), together with any other real and personal property interests relating to the Property, as more fully set forth in, and subject to and in accordance with the terms and conditions provided in, that certain Option to Lease Agreement, dated as of the date of this Memorandum (the "**Option Agreement**"), entered into between Optionor and Optionee.

The initial term of the Option commences on **September 28, 2020**, and expires on **September 27, 2023** (the "**Initial Option Term**"). Unless Optionee gives to the Optionor notice of termination of the Option Agreement prior to the end of the Initial Option Term, then the Option Agreement and the Option provided therein shall be renewed automatically for a further period of two (2) years (such period is referred to as the "**Renewal Option Term**"). Optionee must exercise the Option on or prior to the expiration date in accordance with the provisions of the Option Agreement, or the Option will expire and



terminate and be of no further force or effect.

In the event of any conflicts between this Memorandum and the Option Agreement, the terms of the Option Agreement shall control.

This Memorandum of Option Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Option Agreement as of the date first above written.

**OPTIONOR:**     **The John William Steinker and Lucretia Ann Steinker Revocable Living Trust dated August 14, 2020**

By: \_\_\_\_\_  
 Name: John William Steinker  
 Title: Trustee

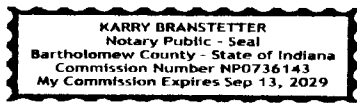
By: \_\_\_\_\_  
 Name: Lucretia Anne Steinker  
 Title: Trustee

**ACKNOWLEDGMENT**

STATE OF INDIANA         )  
                                   ) SS.  
 COUNTY OF COLUMBUS    )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **The John William Steinker and Lucretia Anne Steinker Revocable Living Trust, by John William Steinker and Lucretia Anne Steinker, Trustees**, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the same instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 8 day of December, 2021



L.S

\_\_\_\_\_  
 Karry Branstetter  
 Notary Public

My Commission expires: Sep 13, 2029

[Additional Signature Page Follows]

OPTIONEE: CARINA SOLAR, LLC

By: [Signature]  
Name: Il Woo Choi  
Title: Authorized Signatory

**ACKNOWLEDGMENT**

STATE OF NEW JERSEY                    )  
  ) SS.  
COUNTY OF BERGEN                    )

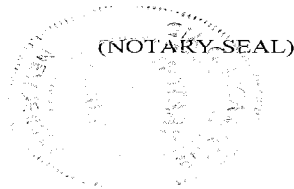
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Il Woo Choi**, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the same instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14<sup>th</sup> day of October, 2021

[Signature]

Notary Public

My Commission expires: 10/22/2024



L.S

**SCHEDULE 1**  
**LEGAL DESCRIPTION OF THE PROPERTY**

Parcel Number	Acreage	Notes
03-86-01-000-000.800-004	89	In the event an Exercise Notice is delivered to the Grantor covering the EASTERN part of the Property depicted as the delineated red hash area in the map below (the "Non-Lease Area 1"), Grantee agrees to use commercially reasonable efforts to ensure that no solar panels will be constructed on the Non-Lease Area 1 of the Property subject to the Exercise Notice.
03-86-01-000-000.801-004	25.18	<u>In the event an Exercise Notice is delivered to the Grantor covering the EASTERN part of the Property depicted as the delineated red hash area in the map below (the "Non-Lease Area 2"), Grantee agrees to use commercially reasonable efforts to ensure that no solar panels will be constructed on the Non-Lease Area 2 of the Property subject to the Exercise Notice.</u>
03-86-05-000-000.202-004	63.58	
03-86-05-000-000.203-004	39.53	
03-86-05-000-000.500-004	3.93	
03-86-05-000-000.201-004	2.59	
<b>Total</b>	<b>223.81</b>	

**LOCATION:** Columbus Township, Bartholomew County, Indiana

**SIZE:** Approximately 89 acres in total

**Parcel id #** 03-86-01-000-000.800-004

**Legal Description:**

The West Half of the Southwest Quarter of the Northwest Quarter of Section 4, Township 8 North, Range 6 East, containing 20 acres, more or less, situate in Columbus Township, Bartholomew County, Indiana.

ALSO, the East Half of the Southwest Quarter of the Northwest Quarter of Section 4, Township 8 North, Range 6 East, containing 20 acres, more or less, situate in Columbus Township, Bartholomew County, Indiana.

ALSO, the Northwest Quarter of the Northwest Quarter of Section 4, Township 8 North, Range 6 East, EXCEPT 30 acres by parallel lines off the North end thereof, containing 11 acres, more or less, situate in Columbus Township, Bartholomew County, Indiana.

ALSO, the Southeast Quarter of the Northwest Quarter of Section 4, Township 8 North, Range 6 East, containing 40 acres, more or less, situate in Columbus Township, Bartholomew County, Indiana.

EXCEPTING THEREFROM, Lot Numbered One (1) in Hoeltke's Administrative Subdivision as recorded in Plat Book "Q", page 62A, in the Office of the Recorder of Bartholomew County, Indiana.

**LOCATION: Columbus Township, Bartholomew County, Indiana**

**SIZE:** Approximately 25.18 acres in total

**Parcel id # 03-86-01-000-000.801-004**

**Legal Description:**

Lot Numbered Three (3) in Guernsey Minor Subdivision recorded as Instrument #08-8024 in Plat Book "R", page 179C in the Office of the Recorder of Bartholomew County, Indiana.

With the exception of any condition, covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United State Code, or (b) relates to handicap, but does not discriminate against handicapped persons, the above described real estate is subject to Conditions, Restrictions, Covenants and Easements recorded with and on the plat of said Addition in Plat Book "R", page 179C; to the Easement to Texas Eastern Transmission Corporation recorded May 26, 1956 in Deed Record 167, page 355 and last assigned to TE Products Pipeline Company, Limited Partnership recorded May 5, 1990 as Instrument #90-1653; and to the Grant of Permanent Easement to Eastern Bartholomew Water Corporation recorded July 27, 2006 as Instrument #06-8909, all in the Office of the Recorder of Bartholomew County, Indiana, and to all other valid easements, restrictions, roadways and rights of way of record.

**LOCATION: Columbus Township, Bartholomew County, Indiana**

**SIZE:** Approximately 63.58 acres in total

**Parcel id # 03-86-05-000-000.202-004**

**Legal Description:**

Lot One (1) in Burbrink/Steinker Administrative Subdivision recorded as Instrument #06-2367 in Plat Book "R", page 115A, in the Office of the Recorder of Bartholomew County, Indiana.

Subject to Conditions, Restrictions, Covenants and Easements recorded with and on the plat of said addition in Plat Book "R", page 115A; Right of Way Easement to Bartholomew County Rural Electric Membership Corporation recorded December 23, 1938 in Miscellaneous Record "Q", pages 409; taxes presently a lien; and any and all restrictions, covenants, instruments and easements of record.

**LOCATION: Columbus Township, Bartholomew County, Indiana**

**SIZE:** Approximately 39.53 acres in total

**Parcel id # 03-86-05-000-000.203-004**

**Legal Description:**

Ag Tract 2 in "Burbrink/Steinker Administrative Subdivision Replat" as recorded as Instrument #10-486 in Plat Book "R", page 221D in the Office of the Recorder of Bartholomew County, Indiana.

**SUBJECT TO:**

Conditions, Restrictions, Covenants and Easements recorded in Plat Book "R", pages 221D and 115A; Right of Way Easements to Bartholomew County Rural Electric Membership Corporation recorded December 23, 1938 in Miscellaneous Record "Q", pages 409. Private Roadway Easement and Maintenance Agreement recorded February 4, 1999 as Instrument #99-1938.

**LOCATION: Columbus Township, Bartholomew County, Indiana**

**SIZE:** Approximately 3.93 acres in total

**Parcel id # 03-86-05-000-000.500-004**

**Legal Description:**

**A part of the East Half of the Northwest Quarter of Section 5, Township 8 North, Range 6 East, Bartholomew County, Indiana, and described as follows:**

Commencing at a point on the west line of said East Half 843.5 feet north of the southwest corner of said east half; thence east 639.2 feet to a point which is 844.7 feet north of the south line of said quarter; thence north parallel with the east line of said quarter 268.2 feet; thence west 640 feet to the west line of said east half; thence south 267 feet to place of beginning, containing 3.93 acres, more or less.

**LOCATION: Columbus Township, Bartholomew County, Indiana**

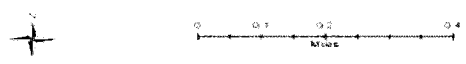
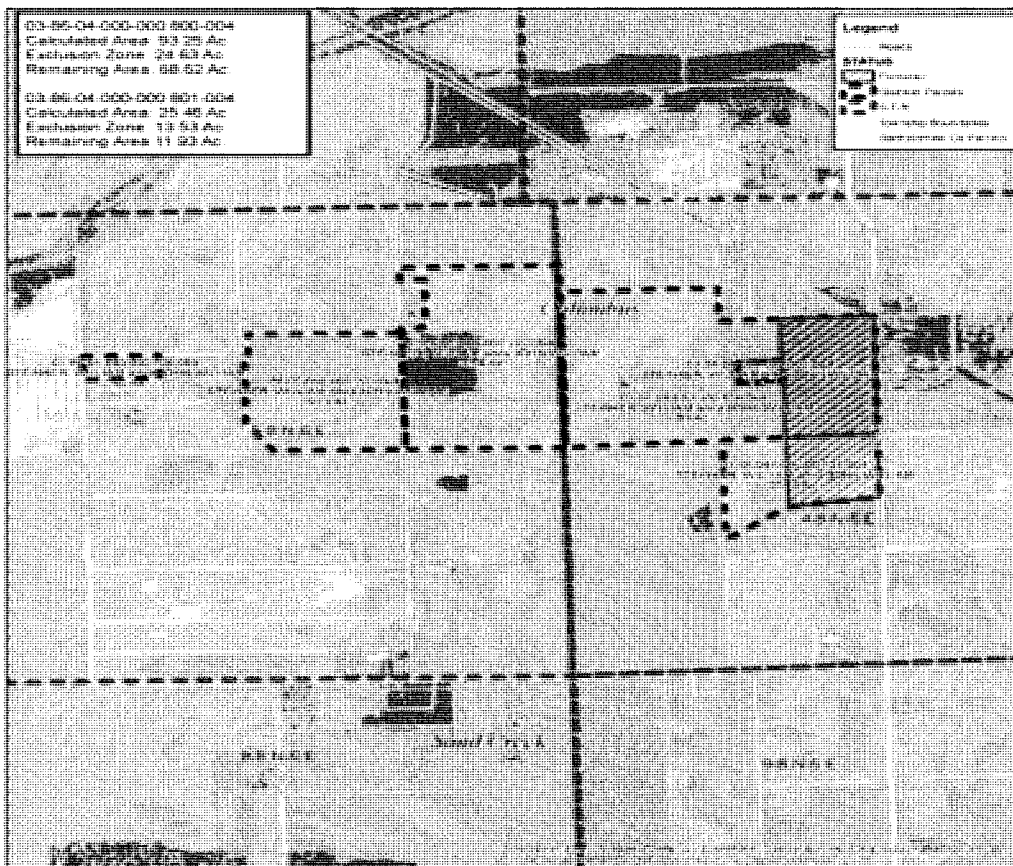
**SIZE:** Approximately 2.59 acres in total

**Parcel id # 03-86-05-000-000.204-004**

**Legal Description:**


Lot Numbered 1A in "Burbrink/Steinker Administrative Subdivision 2nd Replat" as recorded as Instrument #2018009944 in Plat Book "S", page 17C, in the Office of the Recorder of Bartholomew County, Indiana.

MAP(S) OF PROPERTY



Elexco Land Services (ERS)  
 5060032  
 Jul 10, 2020

Notice: All data is approximate and is intended only to provide an indicator of the presence of ACS information or data. Additional information and data that have not been mapped may be present. Some data licensed from, and copyright by, the respective owners.





**DOCUMENT PREPARED BY:**

Corey A. Herman, VP of Land  
ELEXCO Land Services  
106 Huron Blvd., Suite A  
Marysville, MI 48040

**WHEN RECORDED MAIL TO:**

CARINA SOLAR, LLC  
c/o SAMSUNG C&T AMERICA, INC.  
Attention: Il Woo Choi  
105 Challenger Rd., 3rd Fl.  
Ridgefield Park, NJ 07660

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Corey A. Herman

---

*(Space above this line for Recorder's use)*

MEMORANDUM OF OPTION AGREEMENT

This MEMORANDUM OF OPTION AGREEMENT (this "**Memorandum**") is made as of **OCTOBER 14<sup>TH</sup>, 2021**, by and between **Mark R. Niemoeller, an individual** ("**Optionor**"), and **CARINA SOLAR, LLC**, a Delaware limited liability company ("**Optionee**").

Optionor has granted to Optionee an option (the "**Option**") to lease the real property described in **Schedule 1** attached hereto (the "**Property**"), together with any other real and personal property interests relating to the Property, as more fully set forth in, and subject to and in accordance with the terms and conditions provided in, that certain Option to Lease Agreement, dated as of the date of this Memorandum (the "**Option Agreement**"), entered into between Optionor and Optionee.

The initial term of the Option commences on **October 26, 2020**, and expires on **October 25, 2023** (the "**Initial Option Term**"). Unless Optionee gives to the Optionor notice of termination of the Option Agreement prior to the end of the Initial Option Term, then the Option Agreement and the Option provided therein shall be renewed automatically for a further period of two (2) years (such period is referred to as the "**Renewal Option Term**"). Optionee must exercise the Option on or prior to the expiration date in accordance with the provisions of the Option Agreement, or the Option will expire and terminate and be of no further force or effect.

In the event of any conflicts between this Memorandum and the Option Agreement, the terms of the Option Agreement shall control.

This Memorandum of Option Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option Agreement as of the date first above written.

**OPTIONOR:**

By: *Mark R. Niemoeller*  
Name: Mark R. Niemoeller

**ACKNOWLEDGMENT**

STATE OF INDIANA )  
 ) SS.  
COUNTY OF BARTHOLOMEW )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Mark R. Niemoeller, an individual**, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the same instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30 day of November, 2021

*Leslie Baker*

Notary Public

My Commission expires: 07/11/2029

(NOTARY SEAL)


[Additional Signature Page Follows]



L.S



OPTIONEE: CARINA SOLAR, LLC

By: 

Name: Il Woo Choi  
Title: Authorized Signatory

**ACKNOWLEDGMENT**

STATE OF NEW JERSEY                    )  
  ) SS.  
COUNTY OF BERGEN                    )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Il Woo Choi**, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the same instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14<sup>th</sup> day of OCTOBER, 2021

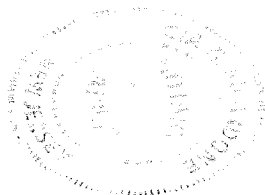


Notary Public

My Commission expires: 10/22/2024



(NOTARY SEAL)



L.S

**SCHEDULE 1**  
**LEGAL DESCRIPTION OF THE PROPERTY**

Parcel Number	Acreage	Notes
03-86-04-000-000.700-004	28.23	
03-86-05-000-000.100-004	20.96	
03-96-32-000-000.800-004	53.13	
<b>Total</b>	<b>102.32</b>	

**LOCATION:** Columbus, Indiana

**SIZE:** Approximately 102.32 acres in total

**Parcel Numbers:** 03-86-04-000-000.700-004; 03-86-05-000-000.100-004; 03-96-32-000-000.800-004

**Legal Description:**

Tracts Numbered One (1), Two (2) and Three (3) in St. Paul's Evangelical Lutheran Church Administrative Subdivision recorded as Instrument #07-6805 in Plat Book "R", page 150D, in the Office of the Recorder of Bartholomew County, Indiana.





**DOCUMENT PREPARED BY:**

Corey A. Herman, VP of Land  
ELEXCO Land Services  
106 Huron Blvd., Suite A  
Marysville, MI 48040

**WHEN RECORDED MAIL TO:**

CARINA SOLAR, LLC  
c/o SAMSUNG C&T AMERICA, INC.  
Attention: Il Woo Choi  
105 Challenger Rd., 3rd Fl.  
Ridgefield Park, NJ 07660

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

*(Space above this line for Recorder's use)*

MEMORANDUM OF OPTION AGREEMENT

This MEMORANDUM OF OPTION AGREEMENT (this "Memorandum") is made as of **OCTOBER 14<sup>TH</sup>, 2021**, by and between **ROBERT C. NIEMOELLER, an undivided 1/4 interest and DELORES I. NIEMOELLER, an undivided 1/4 interest and SUSAN J. SCALES, an undivided 1/8 interest and MARK R. NIEMOELLER, an undivided 1/8 interest and ROSS W. NIEMOELLER, an undivided 1/8 interest and JOHN D. NIEMOELLER, an undivided 1/8 interest** ("Optionor"), and **CARINA SOLAR, LLC**, a Delaware limited liability company ("Optionee").

Optionor has granted to Optionee an option (the "**Option**") to lease the real property described in **Schedule I** attached hereto (the "**Property**"), together with any other real and personal property interests relating to the Property, as more fully set forth in, and subject to and in accordance with the terms and conditions provided in, that certain Option to Lease Agreement, dated as of the date of this Memorandum (the "**Option Agreement**"), entered into between Optionor and Optionee.

The initial term of the Option commences on **December 3, 2020**, and expires on **December 2, 2023** (the "**Initial Option Term**"). Unless Optionee gives to the Optionor notice of termination of the Option Agreement prior to the end of the Initial Option Term, then the Option Agreement and the Option provided therein shall be renewed automatically for a further period of two (2) years (such period is referred to as the "**Renewal Option Term**"). Optionee must exercise the Option on or prior to the expiration date in accordance with the provisions of the Option Agreement, or the Option will expire and terminate and be of no further force or effect.

In the event of any conflicts between this Memorandum and the Option Agreement, the terms of the Option Agreement shall control.

This Memorandum of Option Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option Agreement as of the date first above written.

**OPTIONOR:**

By: Robert C. Niemoeller  
Name: Robert C. Niemoeller

**ACKNOWLEDGMENT**

STATE OF INDIANA )  
 ) SS.  
COUNTY OF BARTHOLOMEW )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Robert C. Niemoeller**, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the same instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 10th day of January, 2021



Sharon L. Kessler  
Bartholomew County  
My Commission Expires  
September 17, 2023

Sharon L. Kessler  
Notary Public  
My Commission expires: 09/17/2023

(NOTARY SEAL)

[ Additional Signature Page Follows ]

**OPTIONOR:**

By: Delores I. Niemoeller  
Name: Delores I. Niemoeller

**ACKNOWLEDGMENT**

STATE OF INDIANA                    )  
  ) SS.  
COUNTY OF BARTHOLOMEW    )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Delores I. Niemoeller**, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the same instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 10<sup>th</sup> day of JANUARY, 2021



Sharon L. Kessler  
Bartholomew County  
My Commission Expires  
September 17, 2023

Sharon L. Kessler  
Notary Public  
My Commission expires: 09/17/2023  
(NOTARY SEAL)

[ Additional Signature Page Follows ]

OPTIONOR:

By: *Susan J. Scales*  
Name: Susan J. Scales

**ACKNOWLEDGMENT**

STATE OF INDIANA )  
 ) SS.  
COUNTY OF BARTHOLOMEW )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Susan J. Scales**, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the same instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 23 day of December, 2021

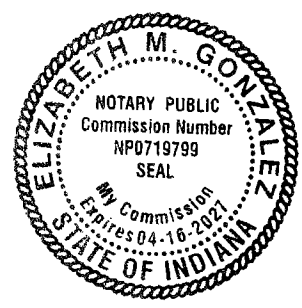
*Elizabeth M. Gonzalez*

Notary Public

My Commission expires: 4-16-2027

(NOTARY SEAL)

[ *Additional Signature Page Follows* ]



OPTIONOR:

By: *Mark R. Niemoeller*  
Name: Mark R. Niemoeller

ACKNOWLEDGMENT

STATE OF INDIANA                    )  
  ) SS.  
COUNTY OF BARTHOLOMEW    )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Mark R. Niemoeller**, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the same instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

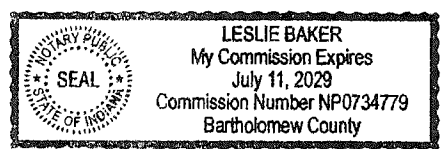
Given under my hand and notarial seal this 30 day of November, 2021

*Leslie Baker*

Notary Public

My Commission expires: 07/11/2029

(NOTARY SEAL)



[ Additional Signature Page Follows ]



OPTIONOR:

By: [Signature]  
Name: Ross W. Niemoeller

ACKNOWLEDGMENT

Florida  
STATE OF INDIANA )  
Pinellas ) SS.  
COUNTY OF BARTHOLOMEW )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ross W. Niemoeller, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the same instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

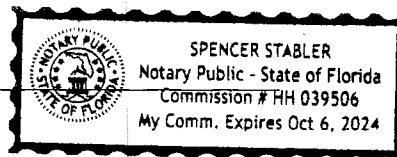
Given under my hand and notarial seal this 3rd day of January, 2021-2022

[Signature]

Notary Public

My Commission expires:

(NOTARY SEAL)



[ Additional Signature Page Follows ]

OPTIONOR:

By: [Signature]  
Name: John D. Niemoeller

ACKNOWLEDGMENT

STATE OF INDIANA )  
 ) SS.  
COUNTY OF BARTHOLOMEW )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **John D. Niemoeller**, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the same instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 10th day of January, 2021



Sharon L. Kessler  
Bartholomew County  
My Commission Expires  
September 17, 2023

[Signature]  
Notary Public  
My Commission expires: 09/17/2023  
(NOTARY SEAL)

[ Additional Signature Page Follows ]

OPTIONEE: CARINA SOLAR, LLC

By: [Signature]

Name: Il Woo Choi

Title: Authorized Signatory

**ACKNOWLEDGMENT**

STATE OF NEW JERSEY )  
 ) SS.  
COUNTY OF BERGEN )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Il Woo Choi, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the same instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14<sup>th</sup> day of OCTOBER, 2021

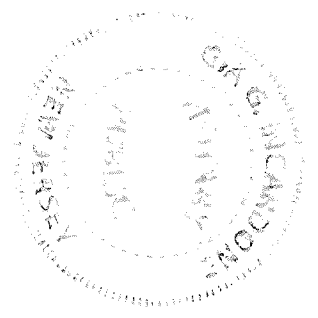
[Signature: Gia G. Incardone]

**GIA G. INCARDONE  
NOTARY PUBLIC OF NEW JERSEY  
Commission # 50115300  
My Commission Expires 10/22/2024**

Notary Public

My Commission expires: 10/22/2024

(NOTARY SEAL)



**SCHEDULE 1**

**LEGAL DESCRIPTION OF THE PROPERTY**

<b>Parcel Number</b>	<b>Acreage</b>	<b>Notes</b>
<b>03-86-05-000-000.700-004</b>	20	
<b>Total</b>	<b>20</b>	

**LOCATION:** BARTHOLOMEW, Indiana

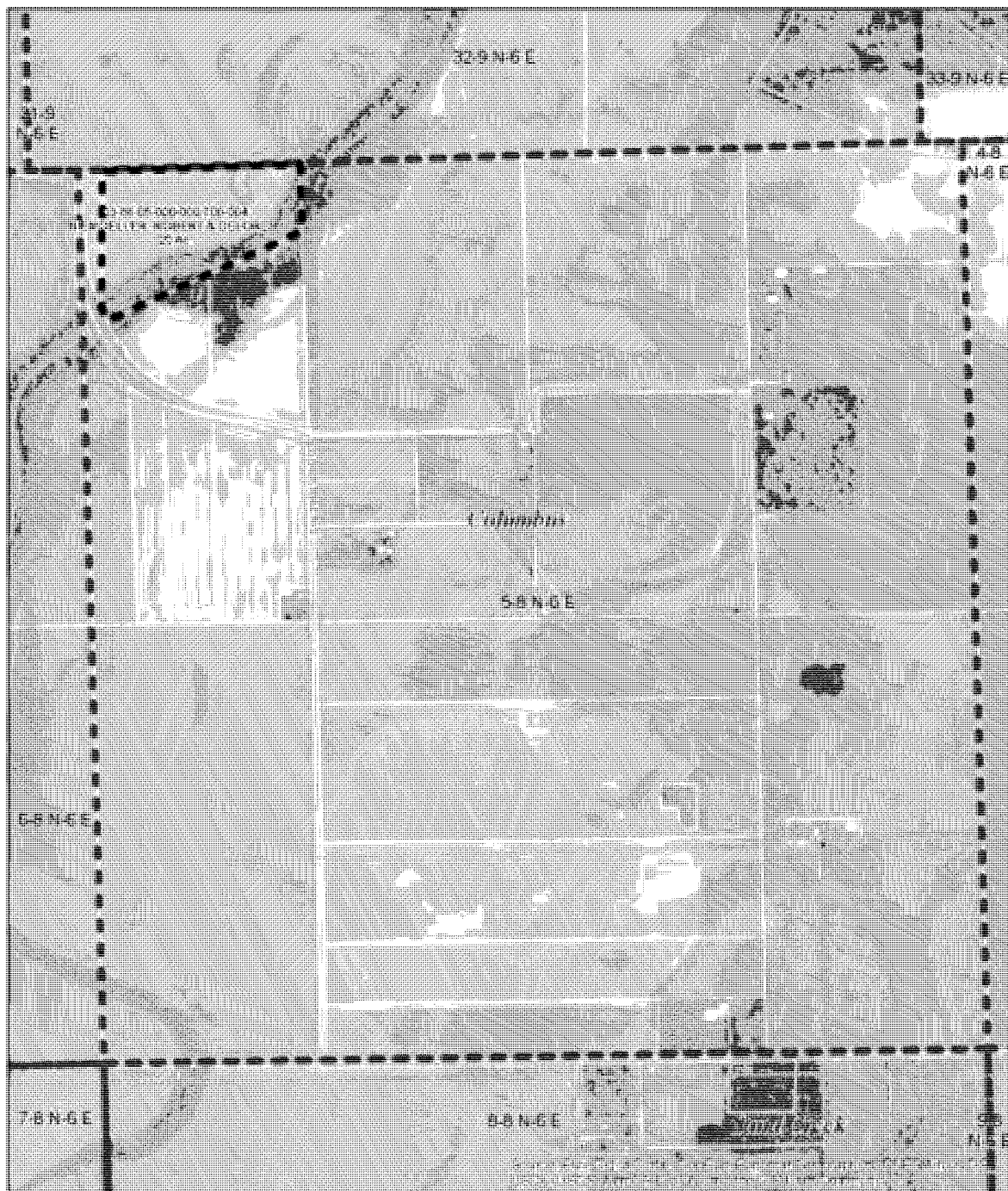
**SIZE:** Approximately 20 acres in total

**Parcel Numbers:** 03-86-05-000-000.700-004

**Legal Description:**

Beginning at the Northeast corner of the West Half of the Northwest Quarter of Section Five (5), Township Eight (8) North of Range Six (6) East; thence South 400 feet; thence South 66 degrees West 1324.9 feet; thence North 913.46 feet; thence East 1183.56 feet to the place of beginning.

### MAP(S) OF PROPERTY



Elexco Land Services (ER)  
509003a  
May 05, 2020

Notice: All data is approximate and is intended only to provide an indication of the presence of said information or data. Additional information and data that have not been mapped may be present. Some data licensed from, and copyright by, the respective county.





**DOCUMENT PREPARED BY:**

Corey A. Herman, VP of Land  
ELEXCO Land Services  
106 Huron Blvd., Suite A  
Marysville, MI 48040

**WHEN RECORDED MAIL TO:**

CARINA SOLAR, LLC  
c/o SAMSUNG C&T AMERICA, INC.  
Attention: Il Woo Choi  
105 Challenger Rd., 3rd Fl.  
Ridgefield Park, NJ 07660

I affirm, under the penalties of perjury, that I  
have taken reasonable care to redact each  
Social Security number in this document,  
unless required by law.

*(Space above this line for Recorder's use)*

MEMORANDUM OF OPTION AGREEMENT

This MEMORANDUM OF OPTION AGREEMENT (this "Memorandum") is made as of **OCTOBER 14<sup>TH</sup>, 2021**, by and between **John Dale Niemoeller and Cynthia Dawn Niemoeller, husband and wife** ("Optionor"), and **CARINA SOLAR, LLC**, a Delaware limited liability company ("Optionee").

Optionor has granted to Optionee an option (the "Option") to lease the real property described in **Schedule 1** attached hereto (the "Property"), together with any other real and personal property interests relating to the Property, as more fully set forth in, and subject to and in accordance with the terms and conditions provided in, that certain Option to Lease Agreement, dated as of the date of this Memorandum (the "Option Agreement"), entered into between Optionor and Optionee.

The initial term of the Option commences on **December 3, 2020**, and expires on **December 2, 2023** (the "Initial Option Term"). Unless Optionee gives to the Optionor notice of termination of the Option Agreement prior to the end of the Initial Option Term, then the Option Agreement and the Option provided therein shall be renewed automatically for a further period of two (2) years (such period is referred to as the "Renewal Option Term"). Optionee must exercise the Option on or prior to the expiration date in accordance with the provisions of the Option Agreement, or the Option will expire and terminate and be of no further force or effect.

In the event of any conflicts between this Memorandum and the Option Agreement, the terms of the Option Agreement shall control.

This Memorandum of Option Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option Agreement as of the date first above written.

**OPTIONOR:**

By: [Signature]  
Name: John Dale Niemoeller

By: [Signature]  
Name: Cynthia Dawn Niemoeller

**ACKNOWLEDGMENT**

STATE OF INDIANA                    )  
  ) SS.  
COUNTY OF BARTHOLOMEW    )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **John Dale Niemoeller and Cynthia Dawn Niemoeller, husband and wife**, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the same instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22<sup>ND</sup> day of DECEMBER, 2021




Sharon L. Kessler  
Bartholomew County  
My Commission Expires  
September 17, 2023

[Signature]  
Notary Public  
My Commission expires: 09/17/2023

(NOTARY SEAL)

[Additional Signature Page Follows]

OPTIONEE: CARINA SOLAR, LLC

By:   
Name: Il Woo Choi  
Title: Authorized Signatory

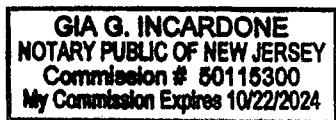
**ACKNOWLEDGMENT**

STATE OF NEW JERSEY                    )  
  ) SS.  
COUNTY OF BERGEN                    )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Il Woo Choi**, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the same instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14<sup>th</sup> day of october, 2021

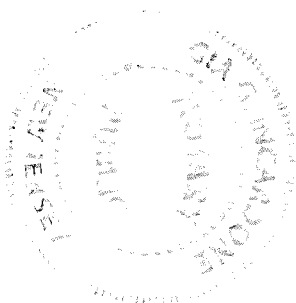




Notary Public

My Commission expires: 10/22/2024

(NOTARY SEAL)





## SCHEDULE 1

## LEGAL DESCRIPTION OF THE PROPERTY

Parcel Number	Acreage	Notes
03-96-32-000-000.801-004	21.1626	
03-96-33-000-003.000-004	7.5055	
<b>Total</b>	<b>28.6681</b>	

**LOCATION:** Columbus, Indiana

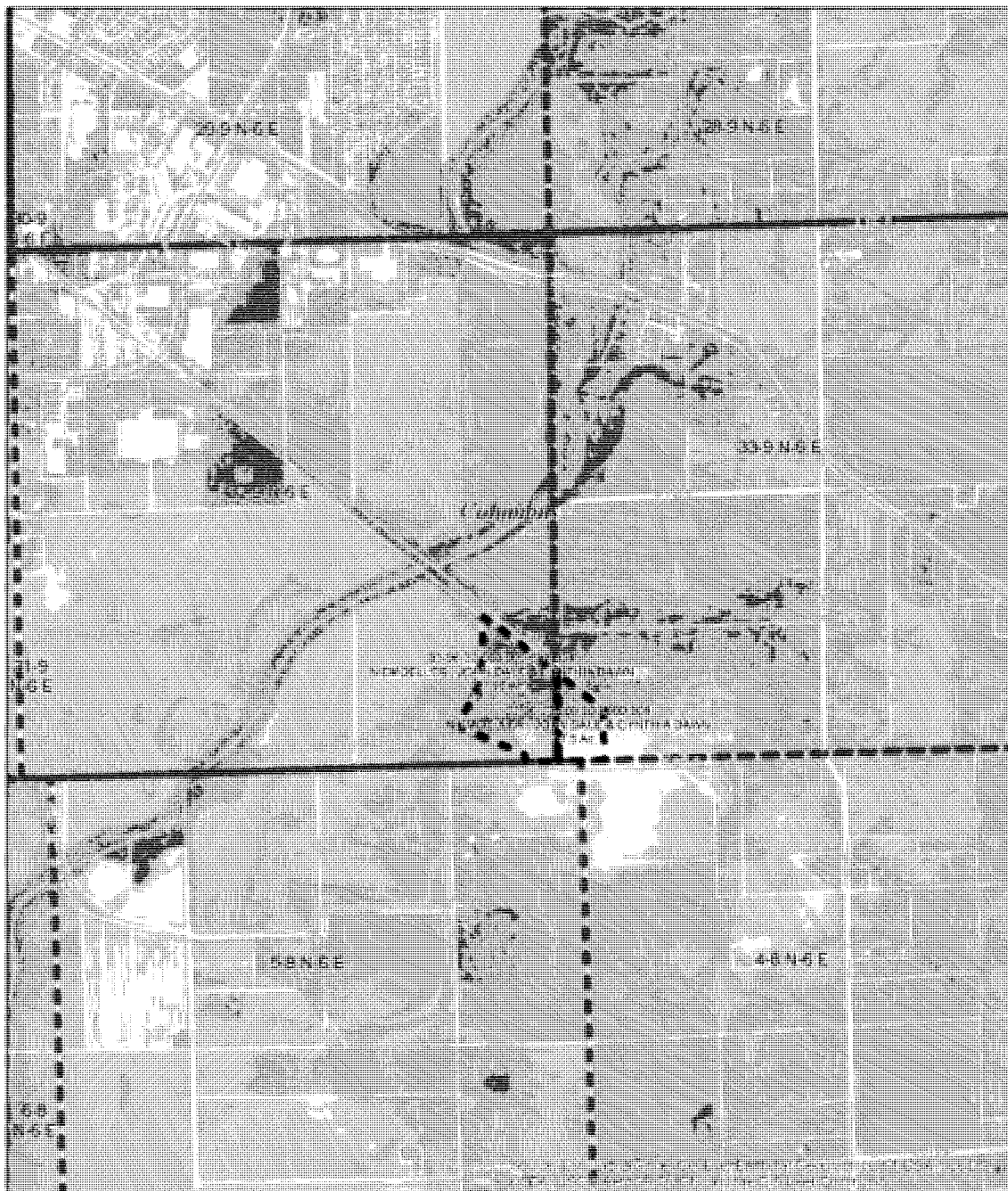
**SIZE:** Approximately 28.6681 acres in total

**Parcel Numbers:** 03-96-32-000-000.801-004; 03-96-33-000-003.000-004

**Legal Description:**

**Lot Number One (1) in Niemoeller – St. Paul’s Administrative Subdivision, as recorded in Plat Book “R”, page 119B, on the 25<sup>th</sup> day of April, 2006 as Instrument number 2006-4307, in the Office of the Recorder of Bartholomew County, Indiana.**

### MAP(S) OF PROPERTY



Elexco Land Services (ER)  
509063a  
May 05, 2020

Notice: All data is approximate and is intended only to provide an indication of the presence of said information or data. Additional information and data that have not been mapped may be present. Some data licensed from, and copyright by, the respective county.





**DOCUMENT PREPARED BY:**

Corey A. Herman, VP of Land  
ELEXCO Land Services  
106 Huron Blvd., Suite A  
Marysville, MI 48040

**WHEN RECORDED MAIL TO:**

CARINA SOLAR, LLC  
c/o SAMSUNG C&T AMERICA, INC.  
Attention: Il Woo Choi  
105 Challenger Rd., 3rd Fl.  
Ridgefield Park, NJ 07660

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Corey A. Herman

---

*(Space above this line for Recorder's use)*

MEMORANDUM OF OPTION AGREEMENT

This MEMORANDUM OF OPTION AGREEMENT (this "**Memorandum**") is made as of **OCTOBER 14<sup>TH</sup>, 2021**, by and between **Ronald B. Arnholt** ("**Optionor**"), and **CARINA SOLAR, LLC**, a Delaware limited liability company ("**Optionee**").

Optionor has granted to Optionee an option (the "**Option**") to lease the real property described in **Schedule 1** attached hereto (the "**Property**"), together with any other real and personal property interests relating to the Property, as more fully set forth in, and subject to and in accordance with the terms and conditions provided in, that certain Option to Lease Agreement, dated as of the date of this Memorandum (the "**Option Agreement**"), entered into between Optionor and Optionee.

The initial term of the Option commences on **November 4, 2020**, and expires on **November 3, 2023** (the "**Initial Option Term**"). Unless Optionee gives to the Optionor notice of termination of the Option Agreement prior to the end of the Initial Option Term, then the Option Agreement and the Option provided therein shall be renewed automatically for a further period of two (2) years (such period is referred to as the "**Renewal Option Term**"). Optionee must exercise the Option on or prior to the expiration date in accordance with the provisions of the Option Agreement, or the Option will expire and terminate and be of no further force or effect.



OPTIONEE: CARINA SOLAR, LLC

By: [Signature]  
Name: Il Woo Choi  
Title: Authorized Signatory

ACKNOWLEDGMENT

STATE OF NEW JERSEY )  
 ) SS.  
COUNTY OF BERGEN )

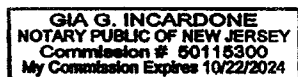
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Il Woo Choi, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the same instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14<sup>th</sup> day of OCTOBER, 2021

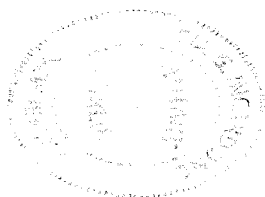
[Signature]

Notary Public

My Commission expires: 10/22/2024



(NOTARY SEAL)



L.S

**SCHEDULE 1**  
**LEGAL DESCRIPTION OF THE PROPERTY**

**Parcel Numbers:**

<b>Parcel Number</b>	<b>Acreage</b>	<b>Notes</b>
03-86-03-000-002.300-004	40.06	
03-86-04-000-000.200-004	37.41	
<b>Total</b>	<b>77.47</b>	

**LOCATION:****SIZE:** Approximately **40.06** acres in total**Parcel Numbers:** 03-86-03-000-002.300-004**Legal Description:**

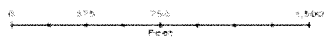
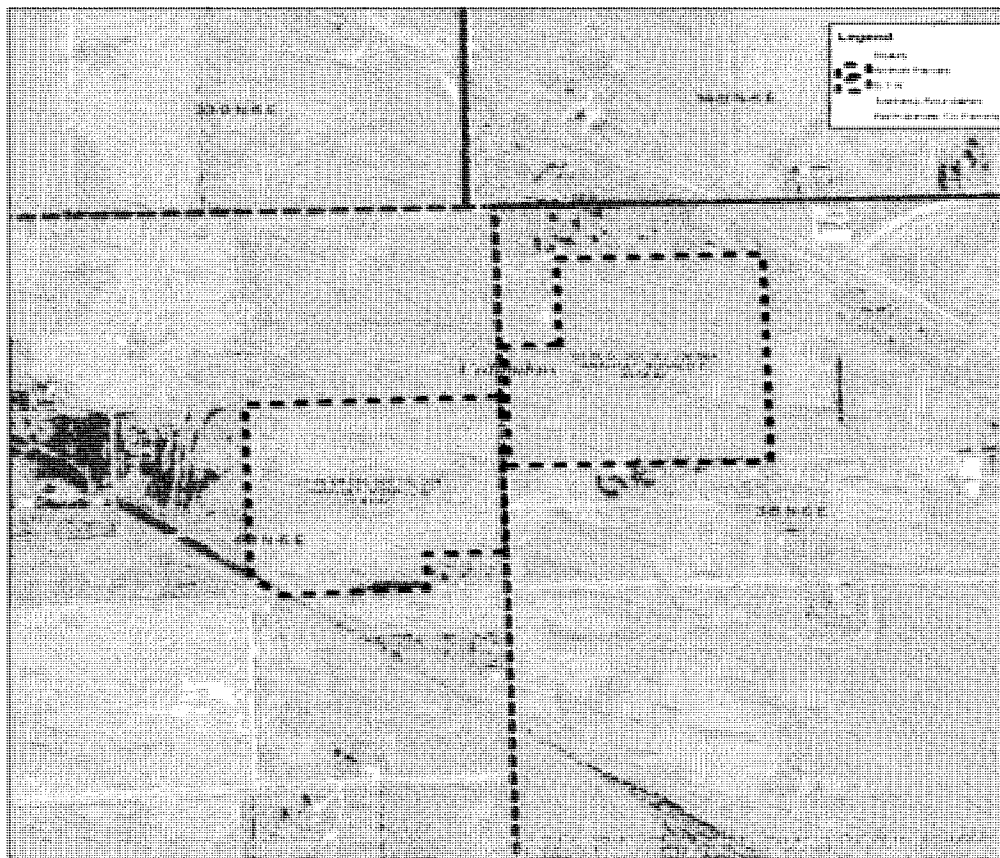
Tract One-A (1A) in D & D Crider Minor Subdivision recorded as Instrument #02-7729 in Plat Book "Q", page 330C, in the Office of the Recorder of Bartholomew County, Indiana.

**LOCATION:****SIZE:** Approximately **37.41** acres in total**Parcel Numbers:**03-86-04-000-000.200-004**Legal Description:**

The Southeast Quarter of the Northeast Quarter of Section 4, Township 8 North of Range 6 East, EXCEPT the part thereof southwest of the centerline of the former P.C.C. & St. L. Railroad, all in Bartholomew County in the State of Indiana, containing in the tract hereby conveyed 39.70 acres.

ALSO EXCEPT: Lot One (1) in Richard Amholt Administrative Subdivision recorded as Instrument #2008-14077 in Plat Book "R", page 192C, in the Office of the Recorder of Bartholomew County, Indiana, containing 2.29 acres, more or less.

MAP(S) OF PROPERTY



Created using GeoEye LLC  
Satellite  
Sept 27, 2020

NOTE: All data is approximate and is intended only to provide an indication of the presence of each information type. Additional information and data that have not been flagged may be present in the data collected from, and supplied by, the respective county.





**DOCUMENT PREPARED BY:**

Corey A. Herman, VP of Land  
ELEXCO Land Services  
106 Huron Blvd., Suite A  
Marysville, MI 48040

**WHEN RECORDED MAIL TO:**

CARINA SOLAR, LLC  
c/o SAMSUNG C&T AMERICA, INC.  
Attention: Il Woo Choi  
105 Challenger Rd., 3rd Fl.  
Ridgefield Park, NJ 07660

I affirm, under the penalties of perjury, that I  
have taken reasonable care to redact each  
Social Security number in this document,  
unless required by law. - Corey A. Herman

*(Space above this line for Recorder's use)*

MEMORANDUM OF OPTION AGREEMENT

This MEMORANDUM OF OPTION AGREEMENT (this "Memorandum") is made as of **OCTOBER 14<sup>TH</sup>, 2021**, by and between **John Hackman a/k/a John D. Hackman and Barbara Hackman, husband and wife** ("Optionor"), and **CARINA SOLAR, LLC**, a Delaware limited liability company ("Optionee").

Optionor has granted to Optionee an option (the "**Option**") to lease the real property described in **Schedule 1** attached hereto (the "**Property**"), together with any other real and personal property interests relating to the Property, as more fully set forth in, and subject to and in accordance with the terms and conditions provided in, that certain Option to Lease Agreement, dated as of the date of this Memorandum (the "**Option Agreement**"), entered into between Optionor and Optionee.

The initial term of the Option commences on **August 19, 2020**, and expires on **August 18, 2023** (the "**Initial Option Term**"). Unless Optionee gives to the Optionor notice of termination of the Option Agreement prior to the end of the Initial Option Term, then the Option Agreement and the Option provided therein shall be renewed automatically for a further period of two (2) years (such period is referred to as the "**Renewal Option Term**"). Optionee must exercise the Option on or prior to the expiration date in accordance with the provisions of the Option Agreement, or the Option will expire and terminate and be of no further force or effect.



In the event of any conflicts between this Memorandum and the Option Agreement, the terms of the Option Agreement shall control.

This Memorandum of Option Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option Agreement as of the date first above written.

**OPTIONOR:**

By: *John D. Hackman*  
Name: John D. Hackman  
a/k/a John Hackman

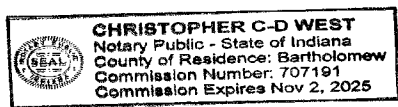
By: *Barbara Hackman*  
Name: Barbara Hackman

**ACKNOWLEDGMENT**

STATE OF INDIANA )  
 ) SS.  
COUNTY OF BARTHOLOMEW )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **John Hackman, a/k/a John D. Hackman and Barbara Hackman, husband and wife**, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the same instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1<sup>st</sup> day of March, ~~2021~~ 2022



*Christopher C-D West*

Notary Public

My Commission expires: 11-02-2025

(NOTARY SEAL)

[Additional Signature Page Follows]



**SCHEDULE 1**  
**LEGAL DESCRIPTION OF THE PROPERTY**

**Parcel Numbers:**

Parcel Number	Acreage	Notes
03-86-04-000-000.100-004	40	
03-96-33-000-003.400-004	42.48	
<b>Total</b>	<b>82.48</b>	

**LOCATION:** Colombus Township, Bartholomew County Indiana

**SIZE:** Approximately 40 acres in total

**Parcel id #:** 03-86-04-000-000.100-004

**Legal Description:**

The Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section Four (4), Township Eight North (T 8 N), Range Six East (R 6 E), containing forty (40) acres, more or less.

**LOCATION:** Colombus Township, Bartholomew County Indiana

**SIZE:** Approximately 42.48 acres in total

**Parcel id #:** 03-96-33-000-003.400-004

**Legal Description:**

Part of the East Half (E 1/2) of the Southeast Quarter (SE 1/4) of Section Thirty-three (33), Township Nine North (T 9 N), Range Six East (R 6 E) more particularly described as follows, to-wit: Commencing at a stone in the East line of said Quarter Section 1152.7 feet South of the Northeast corner of said Half Quarter; thence West parallel with the South line of said Half Quarter 1336.5 feet to a stone in the West line of said Half Quarter; thence South along said West line 1493.5 feet to the Southwest corner of said Half Quarter; thence East along the South line of said Half Quarter 1345 feet to the Southeast corner of said Half Quarter; thence North along the East line of said Half Quarter 645.8 feet; thence with an angle to the left of 19 degrees 4 minutes a distance of 330 feet; thence with an angle to the right of 144 degrees 38 minutes a distance of 132.5 feet to the East line of said Half Quarter; thence with an angle to the left of 125 degrees 34 minutes along said East line 610.9 feet to the place of beginning, containing 45.575 acres.

**EXCEPT:** Lot One (1) in the Mary Hackman Administrative Subdivision recorded in Plat Book R, page number 48D in the Office of the Recorder of Bartholomew County, Indiana.





**DOCUMENT PREPARED BY:**

Corey A. Herman, VP of Land  
ELEXCO Land Services  
106 Huron Blvd., Suite A  
Marysville, MI 48040

**WHEN RECORDED MAIL TO:**

CARINA SOLAR, LLC  
c/o SAMSUNG C&T AMERICA, INC.  
Attention: Il Woo Choi  
105 Challenger Rd., 3rd Fl.  
Ridgefield Park, NJ 07660

I affirm, under the penalties of perjury, that I  
have taken reasonable care to redact each  
Social Security number in this document,  
unless required by law. Corey A. Herman

---

*(Space above this line for Recorder's use)*

MEMORANDUM OF OPTION AGREEMENT

This MEMORANDUM OF OPTION AGREEMENT (this "**Memorandum**") is made as of **OCTOBER 14<sup>TH</sup>, 2021**, by and between **Brent J. Crider** ("**Optionor**"), and **CARINA SOLAR, LLC**, a Delaware limited liability company ("**Optionee**").

Optionor has granted to Optionee an option (the "**Option**") to lease the real property described in **Schedule I** attached hereto (the "**Property**"), together with any other real and personal property interests relating to the Property, as more fully set forth in, and subject to and in accordance with the terms and conditions provided in, that certain Option to Lease Agreement, dated as of the date of this Memorandum (the "**Option Agreement**"), entered into between Optionor and Optionee.

The initial term of the Option commences on **April 23, 2021**, and expires on **April 22, 2024** (the "**Initial Option Term**"). Unless Optionee gives to the Optionor notice of termination of the Option Agreement prior to the end of the Initial Option Term, then the Option Agreement and the Option provided therein shall be renewed automatically for a further period of two (2) years (such period is referred to as the "**Renewal Option Term**"). Optionee must exercise the Option on or prior to the expiration date in accordance with the provisions of the Option Agreement, or the Option will expire and terminate and be of no further force or effect.

In the event of any conflicts between this Memorandum and the Option Agreement, the terms of the Option Agreement shall control.

This Memorandum of Option Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option Agreement as of the date first above written.

**OPTIONOR:**

By: [Signature]  
Name: Brent J. Crider

**ACKNOWLEDGMENT**

STATE OF INDIANA )  
 ) SS.  
COUNTY OF BARTHOLOMEW )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Brent J. Crider**, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the same instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 3<sup>rd</sup> day of December, 2021

[Signature]

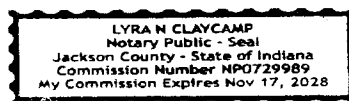
Notary Public

My Commission expires: Nov. 17, 2028

(NOTARY SEAL)

[Additional Signature Page Follows]

L.S



OPTIONEE: CARINA SOLAR, LLC

By: [Signature]

Name: Il Woo Choi  
Title: Authorized Signatory

**ACKNOWLEDGMENT**

STATE OF NEW JERSEY            )  
  ) SS.  
COUNTY OF BERGEN            )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Il Woo Choi**, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the same instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14<sup>th</sup> day of October, 2021

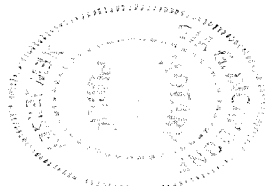


[Signature: Gia G. Incardone]

Notary Public

My Commission expires: 10/22/2024

(NOTARY SEAL)



L.S

**SCHEDULE 1**  
**LEGAL DESCRIPTION OF THE PROPERTY**

**Location:** Sandcreek Township, Bartholomew County

Parcel Number	Acreage	Notes
03-86-10-000-000.500-018	64.15	
<b>Total</b>	<b>64.15</b>	

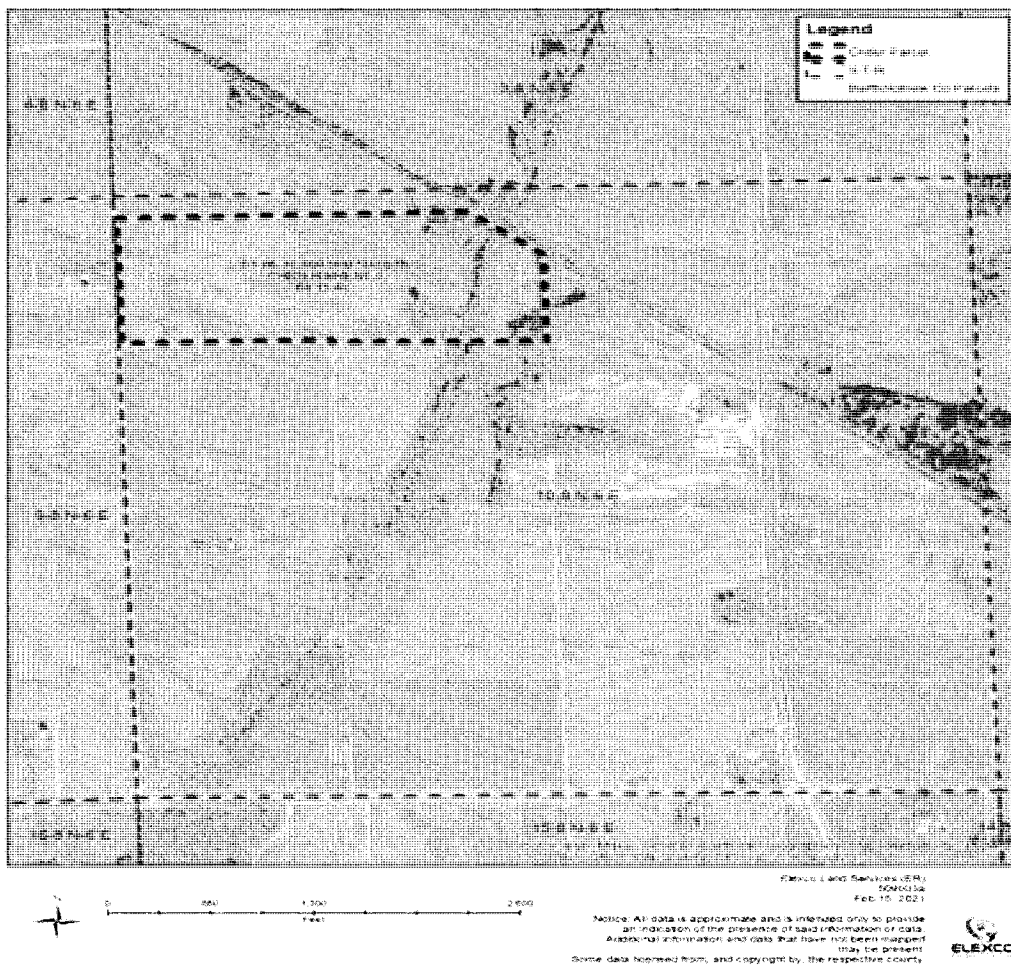
**Legal Description:**

All that part of the North Half of the Northwest Quarter of Section 10, Township 8 North of Range 6 East, described as follows:

Beginning at a point where the West line of the right of way of the P.C.C. & St. L.R.R. intersects the East and West Section line between Section 3 and Section 10 of Township 8 North of Range 6 East, said point being distant 765.1 feet more or less measured along said Section line West from a monument marked Northeast corner of the Northwest Quarter of Section 10, Township 8 North of Range 6 East; thence South 50 degrees 55 minutes East parallel to and distant 30 feet measured at right angles from the center line of the main track of said Railroad to a point in the North and South center line of said Section 10; thence South along said North and South center line 44.16 rods more or less to the Southeast corner of said half quarter; thence West along the South line of said half quarter 160 rods more or less to the West line of said half quarter; thence North along said West line 80 rods more or less to the Northwest corner of said half quarter; thence East 116 rods more or less to the place of beginning containing 75 acres more or less. EXCEPT 10 ¼ acres by parallel lines off of the North side of the above described tract. ALSO EXCEPT an easement for a right of way over 18 feet by parallel lines off of the South end of the Northwest quarter of the Northwest quarter of Section 10, Township 8 North of Range 6 East, CONTAINING after said exceptions 64.15 acres, more or less, situated in Sandcreek Township in said County.



MAP(S) OF PROPERTY





**DOCUMENT PREPARED BY:**

Corey A. Herman, VP of Land  
ELEXCO Land Services  
106 Huron Blvd., Suite A  
Marysville, MI 48040

**WHEN RECORDED MAIL TO:**

CARINA SOLAR, LLC  
c/o SAMSUNG C&T AMERICA, INC.  
Attention: Il Woo Choi  
105 Challenger Rd., 3rd Fl.  
Ridgefield Park, NJ 07660

I affirm, under the penalties of perjury, that I  
have taken reasonable care to redact each  
Social Security number in this document,  
unless required by law. - Corey A. Herman

*(Space above this line for Recorder's use)*

**MEMORANDUM OF OPTION AGREEMENT**

This MEMORANDUM OF OPTION AGREEMENT (this "**Memorandum**") is made as of **OCTOBER 14<sup>TH</sup>, 2021**, by and between **Mark and Jan Fischer Farms, LLC** ("**Optionor**"), and **CARINA SOLAR, LLC**, a Delaware limited liability company ("**Optionee**").

Optionor has granted to Optionee an option (the "**Option**") to lease the real property described in **Schedule 1** attached hereto (the "**Property**"), together with any other real and personal property interests relating to the Property, as more fully set forth in, and subject to and in accordance with the terms and conditions provided in, that certain Option to Lease Agreement, dated as of the date of this Memorandum (the "**Option Agreement**"), entered into between Optionor and Optionee.

The initial term of the Option commences on **October 7, 2020**, and expires on **October 8, 2023** (the "**Initial Option Term**"). Unless Optionee gives to the Optionor notice of termination of the Option Agreement prior to the end of the Initial Option Term, then the Option Agreement and the Option provided therein shall be renewed automatically for a further period of two (2) years (such period is referred to as the "**Renewal Option Term**"). Optionee must exercise the Option on or prior to the expiration date in accordance with the provisions of the Option Agreement, or the Option will expire and terminate and be of no further force or effect.

In the event of any conflicts between this Memorandum and the Option Agreement, the terms of the Option Agreement shall control.

This Memorandum of Option Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option Agreement as of the date first above written.

OPTIONOR: **Mark and Jana Fischer Farms, LLC**

By: [Signature]  
Name: Mark A. Fischer  
Title: Member

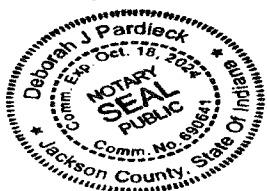
By: [Signature]  
Name: Jana Fischer  
Title: Member

**ACKNOWLEDGMENT**

STATE OF INDIANA )  
                          Jackson                          ) SS.  
COUNTY OF ~~BARTHOLOMEW~~                          )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Mark and Jana Fischer Farms, LLC, by Mark A. Fischer and Jana Fischer, Members,** personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the same instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 12<sup>th</sup> day of January, 2022



[Signature]  
Notary Public

My Commission expires: Oct 18, 2024

(NOTARY SEAL)

[Additional Signature Page Follows]

OPTIONEE: CARINA SOLAR, LLC

By: [Signature]  
Name: Il Woo Choi  
Title: Authorized Signatory

**ACKNOWLEDGMENT**

STATE OF NEW JERSEY            )  
  ) SS.  
COUNTY OF BERGEN            )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Il Woo Choi**, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the same instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14<sup>th</sup> day of October, 2021



[Signature: Gia G. Incardone]  
Notary Public  
My Commission expires: 10/22/2024

(NOTARY SEAL)



**SCHEDULE 1**

**LEGAL DESCRIPTION OF THE PROPERTY**

**LOCATION:** Columbus Township, Bartholomew County, Indiana

**SIZE:** Approximately 31.94 acres in total

**Parcel Number :** 03-96-33-000-003.300-004

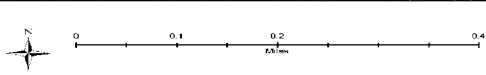
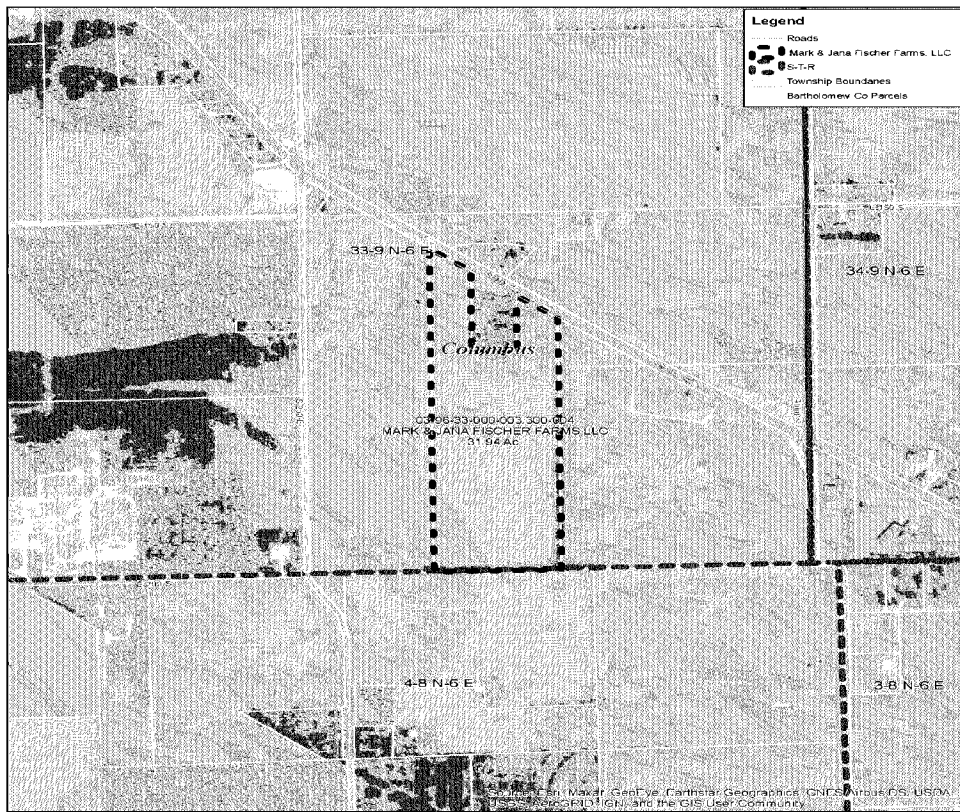
**Legal Description:**

The East Half of all that part of the West Half of the Southeast Quarter of Section 33, Township 9 North, of Range 6 East which lies South of the middle of the Madison and Indianapolis State Road (State Road No. 7) containing 70 acres, more or less, containing in the tract hereby abstracted 35 acres, more or less, situate in Columbus Township, Bartholomew County, Indiana.

**EXCEPT:** A part of the Southeast Quarter of Section 33, Township 9 North, Range 6 East which lies South of State Road #7, in Bartholomew County, Indiana, and more particularly described as follows:

Commencing at an existing railroad spike marking the Northwest corner of the Southeast Quarter of said Section; thence North 90 degrees 00' 00" East (bearing assumed) 888.36 feet along the north line of the Southeast Quarter of said Section; thence South 01 degrees 26' 20" West 386.17 feet to an existing railroad spike in the center of State Road #7, said point being the point of beginning for this description; thence South 50 degrees 47' 10" East 360.00 feet along the centerline of State Road #7 to a railroad spike set this survey; thence South 39 degrees 12' 50" West 77.42 feet to a 3/4 inch iron pipe set this survey; thence South 01 degrees 26' 20" West 363.10 feet to a 3/4 inch iron pipe set this survey; thence North 88 degrees 33' 40" West 237.13 feet to a 3/4 inch iron pipe set this survey; thence North 01 degrees 26' 20" East 644.82 feet, passing through an existing 5/8 inch iron pipe at 285.13 feet, to the point of beginning, containing 3.06 acres (133,444 square feet), subject to right-of-way for State Road #7 and all other easements of record.

### MAP(S) OF PROPERTY



Elexco Land Services (ER)  
609003a  
Aug 26, 2020

Notice: All data is approximate and is intended only to provide an indication of the presence of said information or data. Additional information and data that have not been mapped may be present. Some data licensed from, and copyright by, the respective county.



**DOCUMENT PREPARED BY:**

Corey A. Herman, VP of Land  
ELEXCO Land Services  
106 Huron Blvd., Suite A  
Marysville, MI 48040

**WHEN RECORDED MAIL TO:**

CARINA SOLAR, LLC  
c/o SAMSUNG C&T AMERICA, INC.  
Attention: Il Woo Choi  
105 Challenger Rd., 3rd Fl.  
Ridgefield Park, NJ 07660

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Corey A. Herman

*(Space above this line for Recorder's use)*

**MEMORANDUM OF OPTION AGREEMENT**

This MEMORANDUM OF OPTION AGREEMENT (this "**Memorandum**") is made as of **OCTOBER 14<sup>TH</sup>, 2021**, by and between **D. Lynn Forster, with an undivided 1/2 interest, D. Lynn Forster, as Trustee for the Elizabeth S. Forster Trust, with an undivided 1/4 interest and D. Lynn Forster, as Trustee for the Frank C. Forster Trust, with an undivided 1/4 interest** ("**Optionor**"), and **CARINA SOLAR, LLC**, a Delaware limited liability company ("**Optionee**").

Optionor has granted to Optionee an option (the "**Option**") to lease the real property described in **Schedule I** attached hereto (the "**Property**"), together with any other real and personal property interests relating to the Property, as more fully set forth in, and subject to and in accordance with the terms and conditions provided in, that certain Option to Lease Agreement, dated as of the date of this Memorandum (the "**Option Agreement**"), entered into between Optionor and Optionee.

The initial term of the Option commences on **March 23, 2021**, and expires on **March 22, 2024** (the "**Initial Option Term**"). Unless Optionee gives to the Optionor notice of termination of the Option Agreement prior to the end of the Initial Option Term, then the Option Agreement and the Option provided therein shall be renewed automatically for a further period of two (2) years (such period is referred to as the "**Renewal Option Term**"). Optionee must exercise the Option on or prior to the

expiration date in accordance with the provisions of the Option Agreement, or the Option will expire and terminate and be of no further force or effect.

In the event of any conflicts between this Memorandum and the Option Agreement, the terms of the Option Agreement shall control.

This Memorandum of Option Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Option Agreement as of the date first above written.

**\*\*\* REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK \*\*\***



**OPTIONOR:**

By: *D Lynn Forster*  
Name: D. Lynn Forster

By: *D Lynn Forster*  
Name: D. Lynn Forster,  
as Trustee for the Elizabeth S. Forster Trust

By: *D Lynn Forster*  
Name: D. Lynn Forster  
as Trustee for the Frank C. Forster Trust

**ACKNOWLEDGMENT**

STATE OF INDIANA )  
 ) SS.  
COUNTY OF COLUMBUS )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **D. Lynn Forster**, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the same instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

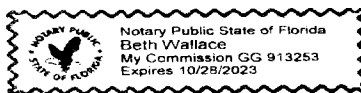
Given under my hand and notarial seal this 18<sup>th</sup> day of November, 2021

*B Wallace*

Notary Public

My Commission expires: 10-28-2023

[Additional Signature Page Follows]



L.S

OPTIONEE: CARINA SOLAR, LLC

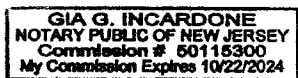
By: [Signature]  
Name: Il Woo Choi  
Title: Authorized Signatory

ACKNOWLEDGMENT

STATE OF NEW JERSEY )  
 ) SS.  
COUNTY OF BERGEN )

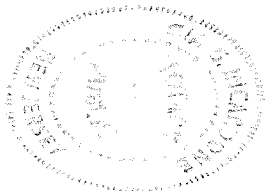
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Il Woo Choi, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the same instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14<sup>th</sup> day of October, 2021



[Signature: Gia G. Incardone]  
Notary Public  
My Commission expires: 10/22/2024

(NOTARY SEAL)



L.S

**SCHEDULE 1**  
**LEGAL DESCRIPTION OF THE PROPERTY**

Parcel Number	Acreage	Notes
03-86-09-000-000.500-018	33.22	
03-86-09-000-000.700-018	44.88	
<b>Total</b>	<b>78.1</b>	

**Location:** Bartholomew County, Indiana

**Size:** Approximately 78.1 acres in total

**Legal Description:**

46 acres by parallel lines off the East side of 92 acres by parallel lines off the West side of the Northwest Quarter of Section 9, Township 8 North, of Range 6 East, situate in Sandcreek Township, Bartholomew County, Indiana.

EXCEPT: Commencing at the Northwest corner of Section 9 at a section corner tablet; thence North 90 degrees 00 minutes 00 seconds East (basis of bearings-north section line assumed to be N90 degrees E) along the north section line, 987.46 feet to the point of beginning at a 1/2 inch rebar set; thence north 90 degrees 00 minutes 00 seconds East, along the section line, 207.43 feet to a 1/2 inch rebar set; thence South 00 degrees, 00 minutes 00 seconds East 216.00 feet; thence South 90 degrees 00 minutes 00 seconds West, 207.43 feet; thence North 00 degrees 00 minutes 00 seconds West, 216.00 feet to the point of beginning, containing 1.029 acres.

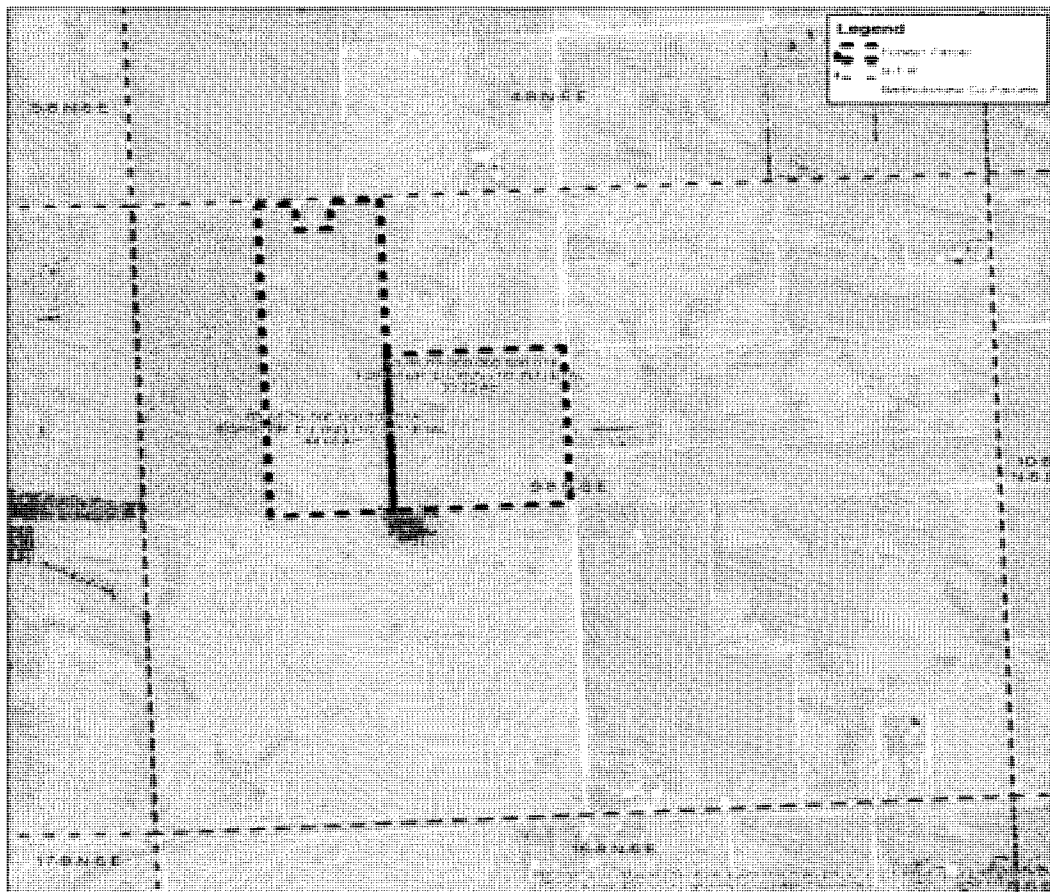
Being Parcel No. 03-86-09-000-000.700-018

A part of the East Half of the Northwest Quarter of Section Nine (9), Township Eight (8) North, Range Six (6) East, in Bartholomew County, Indiana and described as follows:

Commencing at the Southeast corner of the Northwest Quarter of Section 9, Township 8 North, Range 6 East, thence west along the south line of said Quarter 1094 feet; thence North parallel to the East line of said Quarter 1324.5 feet; thence East parallel to the south line of said Quarter to the East line of said Quarter; thence south on said East line 1324.5 feet to the place of beginning, containing 33.22 acres, more or less.

Being Parcel No. 03-86-09-000-000.500-018

### MAP(S) OF PROPERTY



Elexco Land Services (P.M.)  
S0160039  
Jan 22, 2021

Notice: All data is approximate and is intended only to provide an indication of the presence of said information or data. Additional information and data that have not been mapped may be present. Some data licensed from, and copyright by, the respective county.





**DOCUMENT PREPARED BY:**

Corey A. Herman, VP of Land  
ELEXCO Land Services  
106 Huron Blvd., Suite A  
Marysville, MI 48040

**WHEN RECORDED MAIL TO:**

CARINA SOLAR, LLC  
c/o SAMSUNG C&T AMERICA, INC.  
Attention: Il Woo Choi  
105 Challenger Rd., 3rd Fl.  
Ridgefield Park, NJ 07660

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Corey A. Herman

*(Space above this line for Recorder's use)*

MEMORANDUM OF OPTION AGREEMENT

This MEMORANDUM OF OPTION AGREEMENT (this "**Memorandum**") is made as of **OCTOBER 14<sup>TH</sup>, 2021**, by and between **Larry Hoeltke and Mary Jane Hoeltke, husband and wife** ("**Optionor**"), and **CARINA SOLAR, LLC**, a Delaware limited liability company ("**Optionee**").

Optionor has granted to Optionee an option (the "**Option**") to lease the real property described in **Schedule I** attached hereto (the "**Property**"), together with any other real and personal property interests relating to the Property, as more fully set forth in, and subject to and in accordance with the terms and conditions provided in, that certain Option to Lease Agreement, dated as of the date of this Memorandum (the "**Option Agreement**"), entered into between Optionor and Optionee.

The initial term of the Option commences on **December 28, 2020**, and expires on **December 27, 2023** (the "**Initial Option Term**"). Unless Optionee gives to the Optionor notice of termination of the Option Agreement prior to the end of the Initial Option Term, then the Option Agreement and the Option provided therein shall be renewed automatically for a further period of two (2) years (such period is referred to as the "**Renewal Option Term**"). Optionee must exercise the Option on or prior to the expiration date in accordance with the provisions of the Option Agreement, or the Option will expire and terminate and be of no further force or effect.

In the event of any conflicts between this Memorandum and the Option Agreement, the terms of the Option Agreement shall control.

This Memorandum of Option Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option Agreement as of the date first above written.

**OPTIONOR:**

By: Larry Hoeltke  
Name: Larry Hoeltke

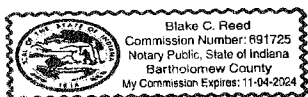
By: Mary Jane Hoeltke  
Name: Mary Jane Hoeltke

**ACKNOWLEDGMENT**

STATE OF INDIANA )  
 ) SS.  
COUNTY OF BARTHOLOMEW )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Larry Hoeltke and Mary Jane Hoeltke, husband and wife**, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the same instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15<sup>th</sup> day of DECEMBER, 2021



L.S

Blake C. Reed  
Notary Public

My Commission expires: 11-04-2024

(NOTARY SEAL)

[Additional Signature Page Follows]

OPTIONEE: CARINA SOLAR, LLC

By: [Signature]

Name: Il Woo Choi  
Title: Authorized Signatory

**ACKNOWLEDGMENT**

STATE OF NEW JERSEY                    )  
  ) SS.  
COUNTY OF BERGEN                    )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Il Woo Choi**, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the same instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14<sup>th</sup> day of October, 2021

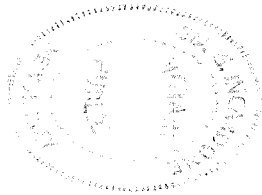


[Signature]

Notary Public

My Commission expires: 10/22/2024

(NOTARY SEAL)



L.S

**SCHEDULE 1**  
**LEGAL DESCRIPTION OF THE PROPERTY**

**Parcel Number:**

<b>Parcel Number</b>	<b>Acreage</b>	<b>Notes</b>
03-86-05-000-000.300-004	10	N/A
<b>Total</b>	<b>10</b>	<b>10 acres total for Option</b>

**LOCATION:** Columbus Township, Bartholomew County, Indiana

**SIZE:** Approximately 10 acres in total

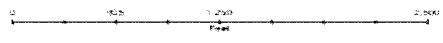
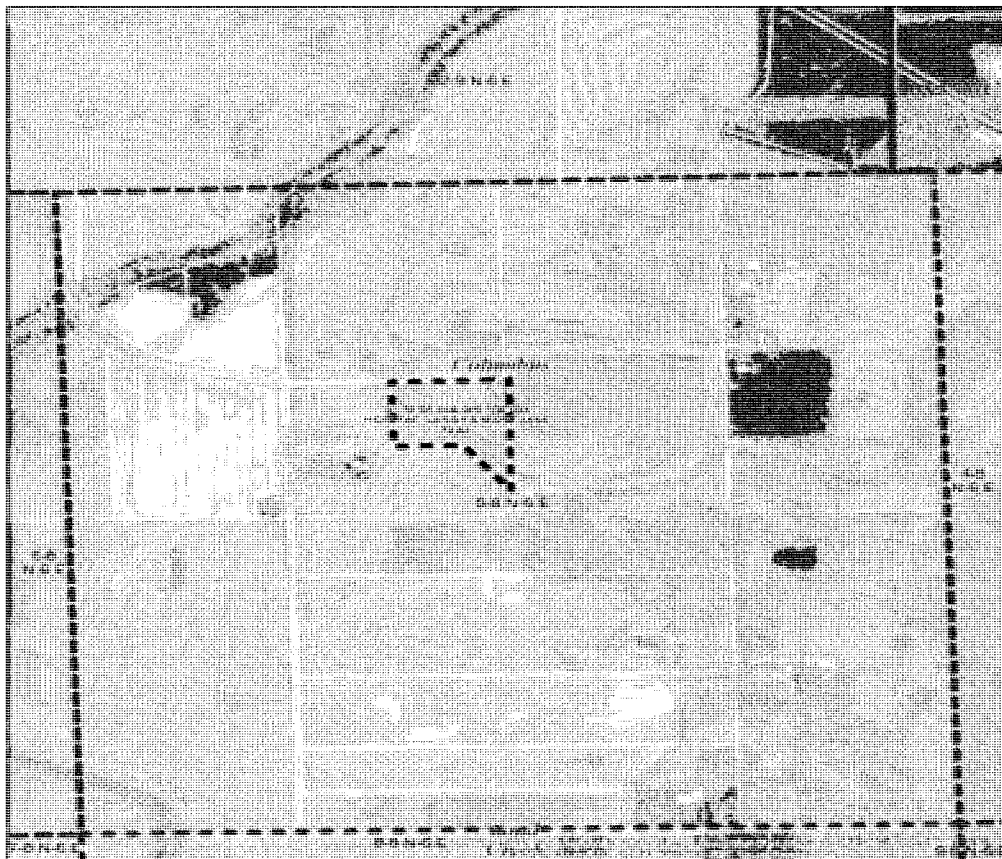
**Legal Description:**

A part of the northeast quarter and part of the northwest quarter of Section 5, Township 8 North, Range 6 East and described as follows:

Beginning 194 feet north and 8.5 feet east of the center Section Stone of Section 5, Township 8 North, Range 6 East, thence north parallel with the north and south center line of said Section 5, 926 feet; thence west 696.5 feet to a point 1112.9 feet north of the east and west center line of said Section; thence south parallel with said north and south center Section line 536.4 feet; thence east parallel with east and west center Section line 422.6 feet; thence southeasterly 429 feet to a place of beginning, containing 10 acres, more or less.



MAP(S) OF PROPERTY



Elexco Land Services (L.R.)  
20960th  
Oct 14, 2005

Notice: All data is approximate and is intended only to provide an indication of the general location of the information or data. Additional information and data that have not been supplied may be present.

Some data licensed from and copyright by the respective owners.





**DOCUMENT PREPARED BY:**

Corey A. Herman, VP of Land  
ELEXCO Land Services  
106 Huron Blvd., Suite A  
Marysville, MI 48040

**WHEN RECORDED MAIL TO:**

CARINA SOLAR, LLC  
c/o SAMSUNG C&T AMERICA, INC.  
Attention: Il Woo Choi  
105 Challenger Rd., 3rd Fl.  
Ridgefield Park, NJ 07660

I affirm, under the penalties of perjury, that I  
have taken reasonable care to redact each  
Social Security number in this document,  
unless required by law. Corey A. Herman

---

*(Space above this line for Recorder's use)*

**MEMORANDUM OF OPTION AGREEMENT**

This MEMORANDUM OF OPTION AGREEMENT (this "**Memorandum**") is made as of **OCTOBER 14<sup>TH</sup>, 2021**, by and between **Loretta K. Vinson, as Trustee of the Loretta K. Vinson Revocable Trust Dated August 21, 2015** ("**Optionor**"), and **CARINA SOLAR, LLC**, a Delaware limited liability company ("**Optionee**").

Optionor has granted to Optionee an option (the "**Option**") to lease the real property described in **Schedule I** attached hereto (the "**Property**"), together with any other real and personal property interests relating to the Property, as more fully set forth in, and subject to and in accordance with the terms and conditions provided in, that certain Option to Lease Agreement, dated as of the date of this Memorandum (the "**Option Agreement**"), entered into between Optionor and Optionee.

The initial term of the Option commences on **November 11, 2020**, and expires on **November 10, 2023** (the "**Initial Option Term**"). Unless Optionee gives to the Optionor notice of termination of the Option Agreement prior to the end of the Initial Option Term, then the Option Agreement and the Option provided therein shall be renewed automatically for a further period of two (2) years (such period is referred to as the "**Renewal Option Term**"). Optionee must exercise the Option on or prior to the expiration date in accordance with the provisions of the Option Agreement, or the Option will expire and terminate and be of no further force or effect.

In the event of any conflicts between this Memorandum and the Option Agreement, the terms of the Option Agreement shall control.

This Memorandum of Option Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option Agreement as of the date first above written.

**OPTIONOR: The Loretta K. Vinson Revocable Trust dated August 21, 2015**

By: Loretta K. Vinson  
Name: Loretta K. Vinson  
Title: Trustee

**ACKNOWLEDGMENT**

STATE OF INDIANA )  
 ) SS.  
COUNTY OF BARTHOLOMEW )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **The Loretta K. Vinson Revocable Trust dated August 21, 2015, by Loretta K. Vinson, Trustee**, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the same instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 9th day of DECEMBER, 2021



L.S

Tanya Hawkins

Notary Public

My Commission expires: 01/03/2026

(NOTARY SEAL)

[Additional Signature Page Follows]

OPTIONEE: CARINA SOLAR, LLC

By: [Signature]

Name: Il Woo Choi  
Title: Authorized Signatory

**ACKNOWLEDGMENT**

STATE OF NEW JERSEY            )  
  ) SS.  
COUNTY OF BERGEN            )

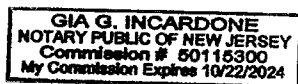
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Il Woo Choi**, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the same instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14<sup>th</sup> day of OCTOBER, 2021

[Signature: Gia G. Incardone]

Notary Public

My Commission expires: 10/22/2024



(NOTARY SEAL)



L.S

**SCHEDULE 1**  
**LEGAL DESCRIPTION OF THE PROPERTY**

**Parcel Numbers:**

<b>Parcel Number</b>	<b>Acreage</b>	<b>Notes</b>
03-86-04-000-000.400-004	25.99	N/A
03-86-04-000-000.500-004	29.45	28.53 acres excluded = 0.92 acres remaining
<b>Total</b>	<b>55.44</b>	<b>26.91 acres total for Option</b>

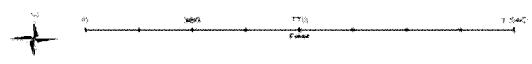
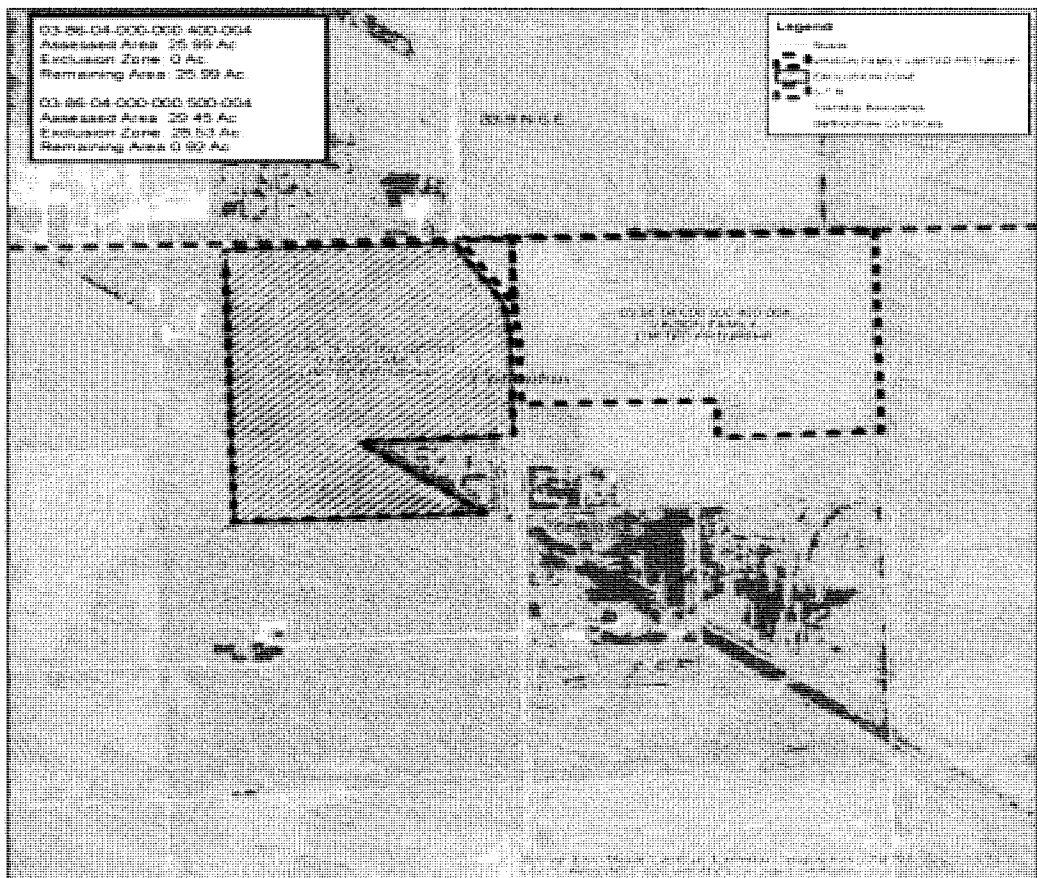
**Parcel Number: 03-86-04-000-000.400-004****LOCATION: Township of Columbus, Bartholomew County, Indiana****SIZE: Approximately 25.99 acres in total****Legal Description:**

The Northwest quarter of the Northeast Quarter of Section Four (4) Township Eight (8) North, Range Six (6) East, Containing Forty (40) acres more or less.

**EXCEPT: Lot Numbered One (1) in William P. Davis Minor Plat as recorded July 1, 1985 in Plat Book M, page 132 in the Office of the Recorder of Bartholomew County, Indiana.**


**ALSO EXCEPT: Lot Numbered One (1) in Shuff's Minor Subdivision as recorded December 22, 1992 in Plat Book P, page 280B in the Office of the Recorder of Bartholomew County, Indiana.**

MAP(S) OF PROPERTY



Elexco and Services (ER)  
 5000000  
 Oct 06, 2020

Notice: All data is approximate and is intended only to provide an indication of the presence of said information or data. Additional information and data that have not been mapped may be present. Some data licensed from, and copyright by, the respective country.





**DOCUMENT PREPARED BY:**

Corey A. Herman, VP of Land  
ELEXCO Land Services  
106 Huron Blvd., Suite A  
Marysville, MI 48040

**WHEN RECORDED MAIL TO:**

CARINA SOLAR, LLC  
c/o SAMSUNG C&T AMERICA, INC.  
Attention: Il Woo Choi  
105 Challenger Rd., 3rd Fl.  
Ridgefield Park, NJ 07660

I affirm, under the penalties of perjury, that I  
have taken reasonable care to redact each  
Social Security number in this document,  
unless required by law.

---

*(Space above this line for Recorder's use)*

MEMORANDUM OF OPTION AGREEMENT

This MEMORANDUM OF OPTION AGREEMENT (this "Memorandum") is made as of **OCTOBER 14<sup>TH</sup>, 2021**, by and between **Nancy J. Whipker, life tenant, Staci J. Goodwin, remainderman and Jarrod C. Whipker, remainderman, as equal tenants-in-common** ("Optionor"), and **CARINA SOLAR, LLC**, a Delaware limited liability company ("Optionee").

Optionor has granted to Optionee an option (the "Option") to lease the real property described in **Schedule 1** attached hereto (the "Property"), together with any other real and personal property interests relating to the Property, as more fully set forth in, and subject to and in accordance with the terms and conditions provided in, that certain Option to Lease Agreement, dated as of the date of this Memorandum (the "Option Agreement"), entered into between Optionor and Optionee.

The initial term of the Option commences on **April 23, 2021**, and expires on **April 22, 2024** (the "Initial Option Term"). Unless Optionee gives to the Optionor notice of termination of the Option Agreement prior to the end of the Initial Option Term, then the Option Agreement and the Option provided therein shall be renewed automatically for a further period of two (2) years (such period is referred to as the "Renewal Option Term"). Optionee must exercise the Option on or prior to the expiration date in accordance with the provisions of the Option Agreement, or the Option will expire and terminate and be of no further force or effect.

In the event of any conflicts between this Memorandum and the Option Agreement, the terms of the Option Agreement shall control.

This Memorandum of Option Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option Agreement as of the date first above written.

OPTIONOR:

By: *Nancy J. Whipker*  
Name: Nancy J. Whipker  
Life Tenant

ACKNOWLEDGMENT

STATE OF INDIANA )  
 ) SS.  
COUNTY OF BARTHOLOMEW )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Nancy J. Whipker, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the same instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 4 day of January, ~~2021~~ 2022

*Lindsey Hutson*  
Notary Public

My Commission expires: 1/4/2023

(NOTARY SEAL)



[Additional Signature Page Follows]





**OPTIONOR:**

By: [Signature]  
Name: Jarrod C. Whipker  
Title: Remainderman

**ACKNOWLEDGMENT**

STATE OF INDIANA )  
 ) SS.  
COUNTY OF BARTHOLOMEW )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Jarrod C. Whipker**, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the same instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 4 day of January, ~~2021~~ <sup>2022</sup>

[Signature]  
\_\_\_\_\_  
Notary Public

My Commission expires: 1/3/2023

(Notary Seal)



[Additional Signature Page Follows]

OPTIONEE: CARINA SOLAR, LLC

By: [Signature]

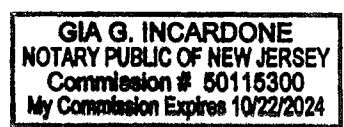
Name: Il Woo Choi  
Title: Authorized Signatory

**ACKNOWLEDGMENT**

STATE OF NEW JERSEY )  
 ) SS.  
COUNTY OF BERGEN )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Il Woo Choi**, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the same instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14<sup>th</sup> day of OCTOBER, 2021

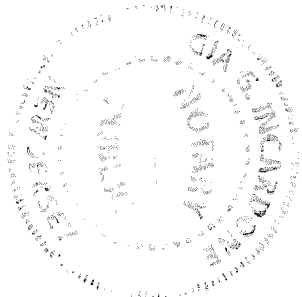


[Signature: Gia G. Incardone]

Notary Public

My Commission expires: 10/22/2024

(NOTARY SEAL)



**SCHEDULE 1**

**LEGAL DESCRIPTION OF THE PROPERTY**

**Location:** Bartholomew County, Indiana

Parcel Number	Acreage	Notes
03-86-03-000-002.600-004	14.29 of 35	20.71 acre EXCLUSION AREA; 14.29 acres remain.
03-86-04-000-001.500-004	20	
03-86-10-000-000.400-018	10.25	
<b>Total</b>	44.54 of 65.25	44.54 acres are being optioned (see EXCLUSION AREA on the attached map).

**Tract 1: Thirty five (35) Acres**

**Address:** 3975 S. 300 E., Columbus, IN 47201

**Parcel Number:** 03-86-03-000-002.600-004

Also, all of the Southwest quarter of the Southwest quarter of Section Three (3), Township Eight (8) North of the Range Six (6) East, lying Southwest of the Pennsylvania Railroad, containing thirty-two (32) acres, more or less.

Also, Commencing at the Southwest corner of the Southeast quarter of the Southwest quarter of Section Three (3), Township Eight (8) North of Range Six (6) East, thence East to the above mentioned railroad, thence Northwest with the center of the railroad track to the West line of the quarter quarter, thence South to the place of beginning, containing three (3) acres, more or less.

**Tract 2: Twenty (20) Acres**

**Address** 275 S. Columbus, IN 47201

**Parcel Number:** 03-86-04-000-001.500-004

Twenty (20) acres by parallel lines off the East side of the Southeast Quarter of the Southeast Quarter of Section four (4) Township eight (8) North of Range six (6) East.

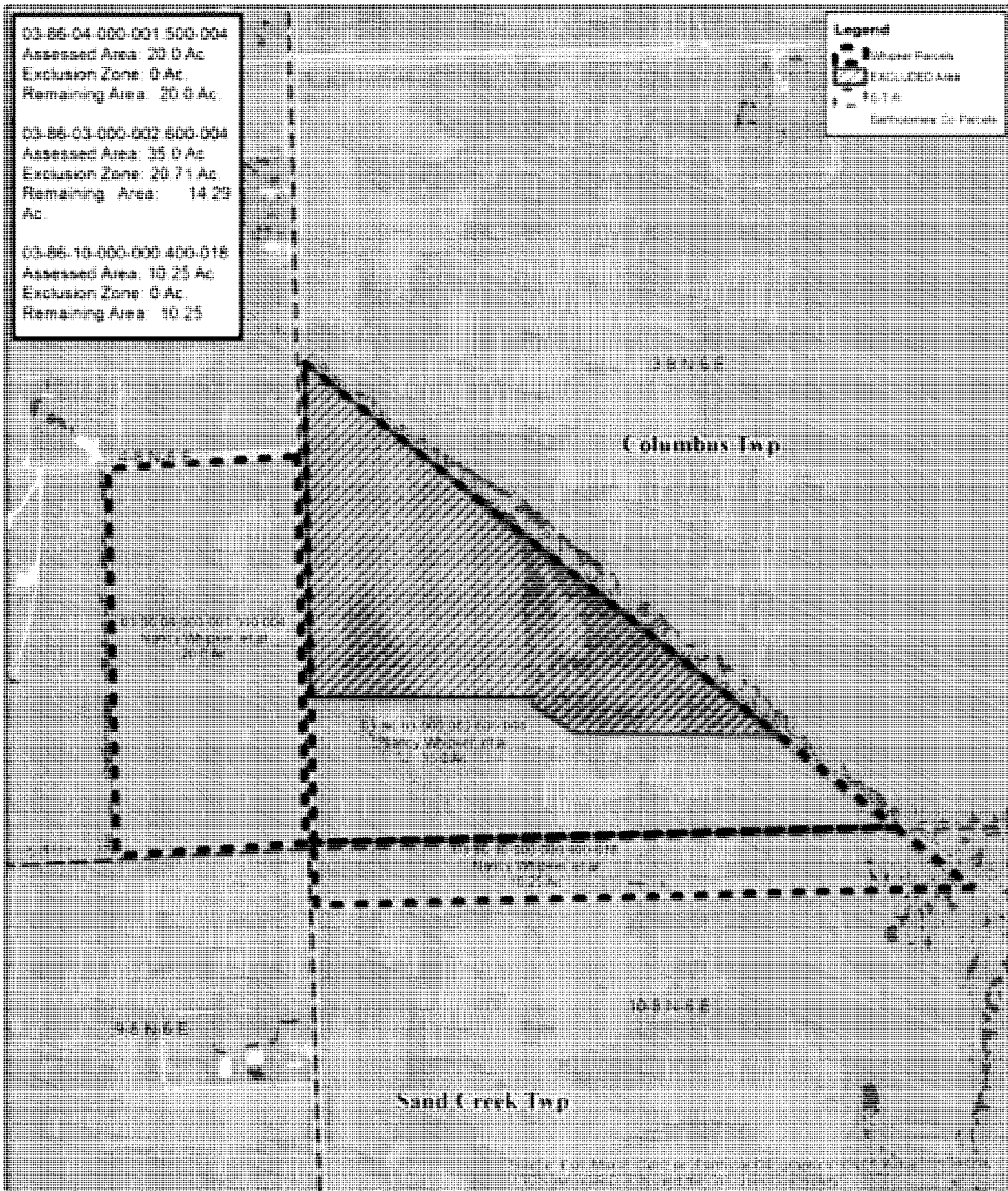
**Tract 3: Ten and one quarter (10.25) Acres**

**Address:** 300 E., Columbus, IN 47201

**Parcel Number:** 03-86-10-000-000.400-018

Ten and one-fourth (10 ¼) acres by parallel lines off the North side of the fifty-five and one-half (55 ½) acres described as follows: The Northwest quarter of the Northwest quarter and all that part of the North half of the Northeast quarter of the Northwest quarter of Section Ten (10), in Township Eight (8) North of Range Six (6) East, lying South and West of the Pennsylvania Railroad.

### MAP(S) OF PROPERTY



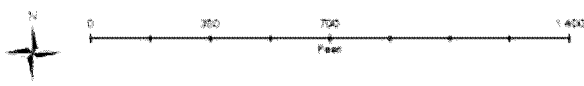
03-86-04-000-001 500-004  
 Assessed Area: 20.0 Ac  
 Exclusion Zone: 0 Ac  
 Remaining Area: 20.0 Ac

03-86-03-000-002 500-004  
 Assessed Area: 35.0 Ac  
 Exclusion Zone: 20.71 Ac  
 Remaining Area: 14.29 Ac

03-86-10-000-000 400-018  
 Assessed Area: 10.25 Ac  
 Exclusion Zone: 0 Ac  
 Remaining Area: 10.25

**Legend**

- Whisper Parcels
- EXCLUDED Area
- 10-18
- Bartholomew Co. Parcels



Elexco Land Services (E/L)  
 209003a  
 Feb 08, 2021

Notice: All data is approximate and is intended only to provide an indication of the presence of said information or data. Additional information and data that have not been mapped may be present. Some data licensed from, and copyright by, the respective county.





**DOCUMENT PREPARED BY:**

Corey A. Herman, VP of Land  
ELEXCO Land Services  
106 Huron Blvd., Suite A  
Marysville, MI 48040

**WHEN RECORDED MAIL TO:**

CARINA SOLAR, LLC  
c/o SAMSUNG C&T AMERICA, INC.  
Attention: Il Woo Choi  
105 Challenger Rd., 3rd Fl.  
Ridgefield Park, NJ 07660

I affirm, under the penalties of perjury, that I  
have taken reasonable care to redact each  
Social Security number in this document,  
unless required by law. - Corey A. Herman

*(Space above this line for Recorder's use)*

MEMORANDUM OF OPTION AGREEMENT

This MEMORANDUM OF OPTION AGREEMENT (this "**Memorandum**") is made as of **OCTOBER 14<sup>TH</sup>, 2021**, by and between **Landmark Farms & Livestock, LLC, an Indiana limited liability company** ("**Optionor**"), and **CARINA SOLAR, LLC**, a Delaware limited liability company ("**Optionee**").

Optionor has granted to Optionee an option (the "**Option**") to lease the real property described in **Schedule 1** attached hereto (the "**Property**"), together with any other real and personal property interests relating to the Property, as more fully set forth in, and subject to and in accordance with the terms and conditions provided in, that certain Option to Lease Agreement, dated as of the date of this Memorandum (the "**Option Agreement**"), entered into between Optionor and Optionee.

The initial term of the Option commences on **April 23, 2021**, and expires on **April 24, 2024** (the "**Initial Option Term**"). Unless Optionee gives to the Optionor notice of termination of the Option Agreement prior to the end of the Initial Option Term, then the Option Agreement and the Option provided therein shall be renewed automatically for a further period of two (2) years (such period is referred to as the "**Renewal Option Term**"). Optionee must exercise the Option on or prior to the expiration date in accordance with the provisions of the Option Agreement, or the Option will expire and terminate and be of no further force or effect.

In the event of any conflicts between this Memorandum and the Option Agreement, the terms of the Option Agreement shall control.

This Memorandum of Option Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option Agreement as of the date first above written.

**OPTIONOR: Landmark Farms & Livestock, LLC  
an Indiana limited liability company**

By: *Kristin A. Whittington*  
Name: Kristin A. Whittington  
Title: Manager

**ACKNOWLEDGMENT**

STATE OF INDIANA                    )  
  ) SS.  
COUNTY OF COLUMBUS            )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Landmark Farms & Livestock, LLC, by Kristin A. Whittington, Manager**, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the same instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21 day of February, 2022



*Michelle A. McKinney*  
Notary Public

My Commission expires: February 04, 2026

(NOTARY SEAL)

[Additional Signature Page Follows]

OPTIONEE: CARINA SOLAR, LLC

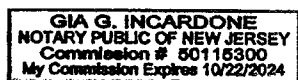
By: [Signature]  
Name: Il Woo Choi  
Title: Authorized Signatory

ACKNOWLEDGMENT

STATE OF NEW JERSEY )  
 ) SS.  
COUNTY OF BERGEN )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Il Woo Choi**, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the same instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14<sup>th</sup> day of OCTOBER, 2021



[Signature: Gia G. Incardone]  
Notary Public  
My Commission expires: 10/22/2024

(NOTARY SEAL)





**SCHEDULE 1**

**LEGAL DESCRIPTION OF THE PROPERTY**

**Location:** Columbus Township, Bartholomew County, Indiana

**Size:** Approximately 165.32 acres in total

**Legal Description:**

All that part of the East Half of the Southwest Quarter of Section 3, Township 8 North, Range 6 East that lies North of the P.C.C. and St. L. Railroad, containing 79 acres, more or less.

Also, the Northwest Quarter of the Southeast Quarter of Section 3, Township 8 North, Range 6 East, containing Forty (40) acres, more or less.

Also, 4.43 acres by parallel lines off the South side of the Southwest Quarter of the Northeast Quarter of Section 3, Township 8 North, Range 6 East.

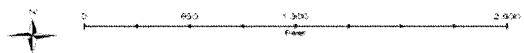
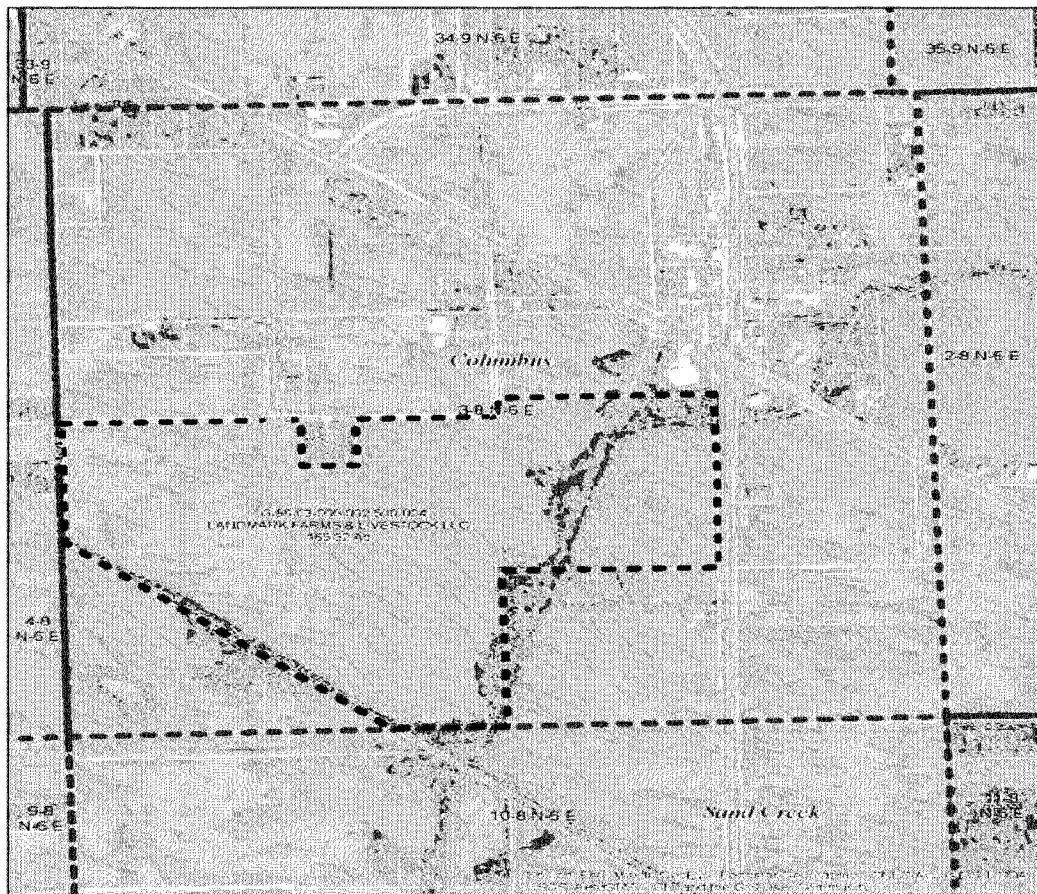
Also, all that part of the Northwest Quarter of the Southwest Quarter of Section 3, Township 8 North, Range 6 East, which lies North of the P.C.C. and St. L. Railway, containing 39 acres, more or less.

Also, all of that part of the Southwest Quarter of the Southwest Quarter of Section 3, Township 8 North, Range 6 East, lying North of the P.C.C. and St. L. Railway, containing eight (8) acres, more or less.

**EXCEPTING THEREFROM:** Lot One (1) in D.H. Johnson's Administrative Subdivision recorded as Instrument #2006-7535 in Plat Book "R", page 125C, in the Office of the Recorder of Bartholomew County, Indiana.


Parcel Number	Acreage	Notes
03-86-03-000-002.500-004	165.32	
<b>Total</b>	<b>165.32</b>	

MAP(S) OF PROPERTY



Electric Land Services (ELS)  
5090554  
01/17/2022

Notice: All data is approximate and is intended only to provide an indication of the presence of said information or data. Additional information and data that have not been mapped may be present. Base data licensed from and Copyright by the respective county.





**DOCUMENT PREPARED BY:**

Corey A. Herman, VP of Land  
ELEXCO Land Services  
106 Huron Blvd., Suite A  
Marysville, MI 48040

**WHEN RECORDED MAIL TO:**

CARINA SOLAR, LLC  
c/o SAMSUNG C&T AMERICA, INC.  
Attention: Il Woo Choi  
105 Challenger Rd., 3rd Fl.  
Ridgefield Park, NJ 07660

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. - Corey A. Herman

---

*(Space above this line for Recorder's use)*

**MEMORANDUM OF OPTION AGREEMENT**

This MEMORANDUM OF OPTION AGREEMENT (this "Memorandum") is made as of **OCTOBER 14<sup>TH</sup>, 2021**, by and between **Brvan S. Sefcik** ("Optionor"), and **CARINA SOLAR, LLC**, a Delaware limited liability company ("Optionee").

Optionor has granted to Optionee an option (the "Option") to lease the real property described in **Schedule I** attached hereto (the "Property"), together with any other real and personal property interests relating to the Property, as more fully set forth in, and subject to and in accordance with the terms and conditions provided in, that certain Option to Lease Agreement, dated as of the date of this Memorandum (the "Option Agreement"), entered into between Optionor and Optionee.

The initial term of the Option commences on **April 27, 2021**, and expires on **April 28, 2024** (the "Initial Option Term"). Unless Optionee gives to the Optionor notice of termination of the Option Agreement prior to the end of the Initial Option Term, then the Option Agreement and the Option provided therein shall be renewed automatically for a further period of two (2) years (such period is referred to as the "Renewal Option Term"). Optionee must exercise the Option on or prior to the expiration date in accordance with the provisions of the Option Agreement, or the Option will expire and terminate and be of no further force or effect.

In the event of any conflicts between this Memorandum and the Option Agreement, the terms of the Option Agreement shall control.

This Memorandum of Option Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option Agreement as of the date first above written.

**OPTIONOR:**

By: *Bryan Sefcik*  
Name: Bryan S. Sefcik

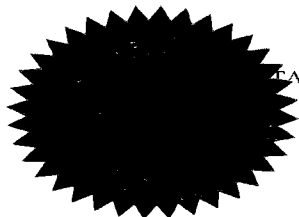
*Province of British Columbia* ) **ACKNOWLEDGMENT**  
~~STATE OF INDIANA~~ )  
*Township of Langley* ) SS.  
~~COUNTY OF COLUMBUS~~ )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Bryan S. Sefcik**, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the same instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 4 day of February, 2022

*[Signature]*  
Notary Public

My Commission expires: PERMANENT COMMISSION



(NOTARY SEAL)

**FLAVIA T. ZANCOPE**  
NOTARY PUBLIC  
8661 201st Street, 2nd floor  
Langley, BC V2Y 0G9  
Tel / Fax: (604) 260-6783  
flavia@zancopenotary.com

[Additional Signature Page Follows]

OPTIONEE: CARINA SOLAR, LLC

By: [Signature]  
Name: Il Woo Choi  
Title: Authorized Signatory

ACKNOWLEDGMENT

STATE OF NEW JERSEY )  
 ) SS.  
COUNTY OF BERGEN )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Il Woo Choi, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the same instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14<sup>th</sup> day of October, 2021



[Signature: Gia G. Incardone]  
Notary Public  
My Commission expires: 10/22/2024

(NOTARY SEAL)



**SCHEDULE 1  
LEGAL DESCRIPTION OF THE PROPERTY**

<b>Parcel Number</b>	<b>Acreage</b>	<b>Notes</b>
03-86-04-000-001.100-004	40	
<b>Total</b>	<b>40</b>	

**Location:** Bartholomew County, Indiana

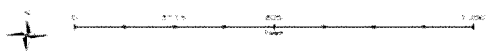
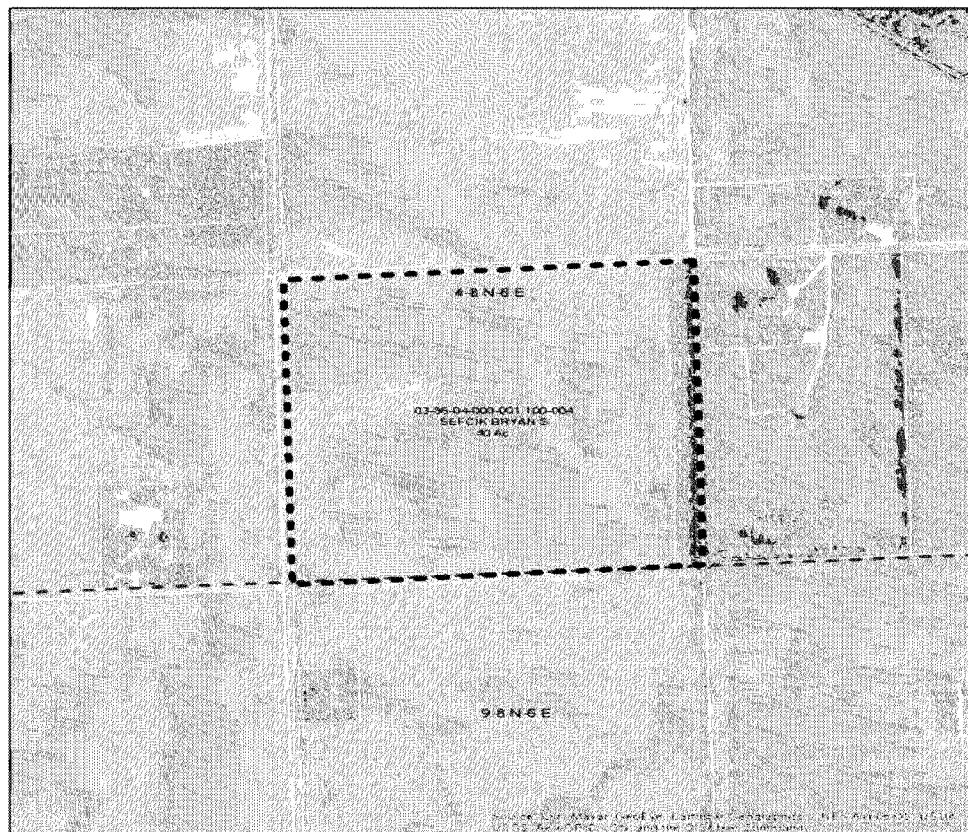
**Size:** Approximately 40 acres in total

**Parcel Numbers:** 03-86-04-000-001.100-004

**Legal Description:**

The Southwest Quarter of the Southeast Quarter of Section 4, Township 8 North, Range 6 East, containing 40 acres, more or less, situated in Columbus Township, in said county; Property Address: Unimproved property located at Road 275 South, Columbus, IN.

MAP(S) OF PROPERTY



Elanco Land Services (ERS)  
509004  
Mar 28, 2021

Notice: All data is approximate and is intended only to provide an indication of the presence of seed information on-site. Additional information and data that have not been mapped may be present. Some data licensed from, and copyright by, the respective owners.





**DOCUMENT PREPARED BY:**

Corey A. Herman, VP of Land  
ELEXCO Land Services  
106 Huron Blvd., Suite A  
Marysville, MI 48040

**WHEN RECORDED MAIL TO:**

CARINA SOLAR, LLC  
c/o SAMSUNG C&T AMERICA, INC.  
Attention: Il Woo Choi  
105 Challenger Rd., 3rd Fl.  
Ridgefield Park, NJ 07660

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Corey A. Herman

---

*(Space above this line for Recorder's use)*

MEMORANDUM OF OPTION AGREEMENT

This MEMORANDUM OF OPTION AGREEMENT (this "**Memorandum**") is made as of **OCTOBER 14<sup>TH</sup>, 2021**, by and between **Michael R. Shuff, a married man** ("**Optionor**"), and **CARINA SOLAR, LLC**, a Delaware limited liability company ("**Optionee**").

Optionor has granted to Optionee an option (the "**Option**") to lease the real property described in **Schedule I** attached hereto (the "**Property**"), together with any other real and personal property interests relating to the Property, as more fully set forth in, and subject to and in accordance with the terms and conditions provided in, that certain Option to Lease Agreement, dated as of the date of this Memorandum (the "**Option Agreement**"), entered into between Optionor and Optionee.

The initial term of the Option commences on **July 8, 2021**, and expires on **July 7, 2024** (the "**Initial Option Term**"). Unless Optionee gives to the Optionor notice of termination of the Option Agreement prior to the end of the Initial Option Term, then the Option Agreement and the Option provided therein shall be renewed automatically for a further period of two (2) years (such period is referred to as the "**Renewal Option Term**"). Optionee must exercise the Option on or prior to the expiration date in accordance with the provisions of the Option Agreement, or the Option will expire and terminate and be of no further force or effect.



In the event of any conflicts between this Memorandum and the Option Agreement, the terms of the Option Agreement shall control.

This Memorandum of Option Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option Agreement as of the date first above written.

**OPTIONOR:**

By: Michael R. Shuff  
Name: Michael R. Shuff

**ACKNOWLEDGMENT**

STATE OF INDIANA                    )  
  ) SS.  
COUNTY OF BARTHOLOMEW        )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Michael R. Shuff, a married man**, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the same instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 17<sup>th</sup> day of December, 2021

Toni L. Frazita  
\_\_\_\_\_  
Notary Public  
My Commission expires: 8-11-2024

(NOTARY SEAL)

L.S



[Additional Signature Page Follows]

OPTIONEE: CARINA SOLAR, LLC

By: 

Name: Il Woo Choi  
Title: Authorized Signatory

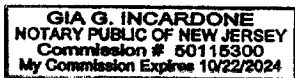
**ACKNOWLEDGMENT**

STATE OF NEW JERSEY            )  
  ) SS.  
COUNTY OF BERGEN            )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Il Woo Choi**, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the same instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14<sup>th</sup> day of October, 2021

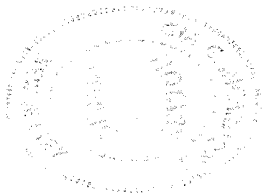




Notary Public

My Commission expires: 10/22/2024

(NOTARY SEAL)



L.S

**SCHEDULE 1  
LEGAL DESCRIPTION OF THE PROPERTY**

**Location: Columbus Township, Bartholomew County, Indiana**

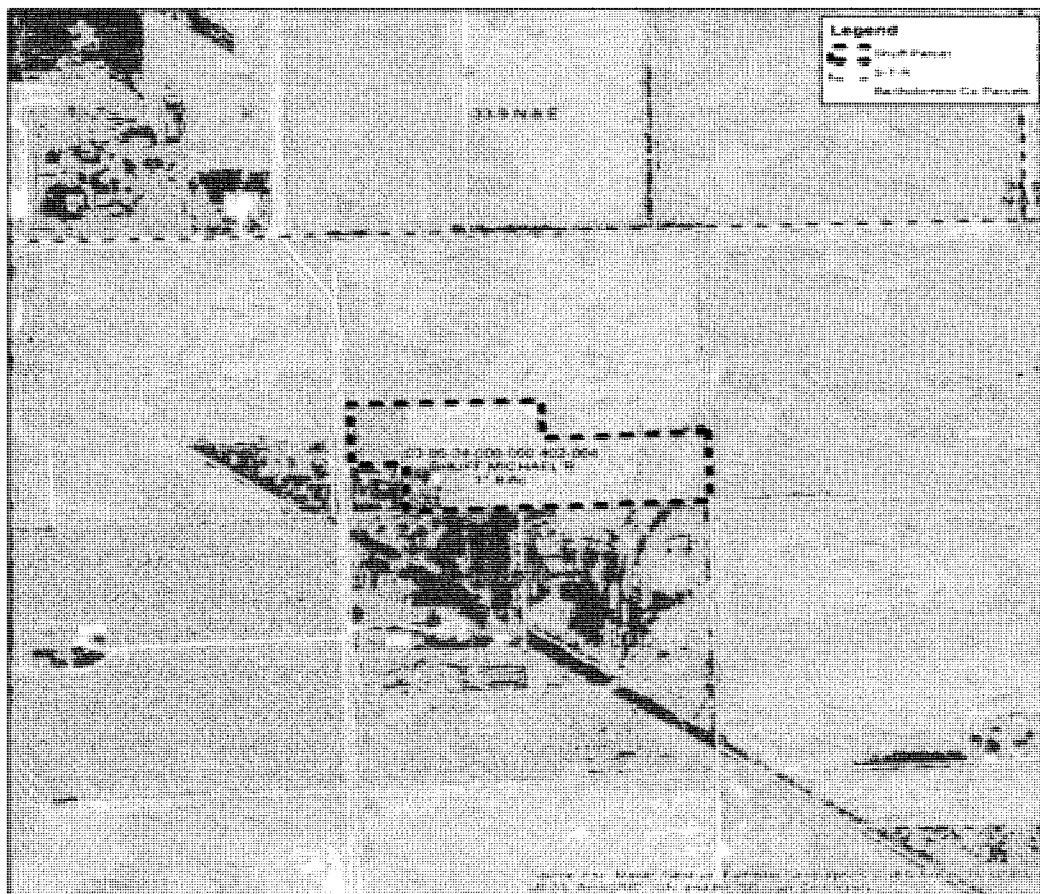
**Size:** Approximately 11.08 acres in total

**Legal Description:**

**Lot Numbered One (1) in Shuff's Minor Subdivision as recorded in Plat Book "P", at page 280B, in the office of the Recorder of Bartholomew County, Indiana**

<b>Parcel Number</b>	<b>Acreage</b>	<b>Notes</b>
<b>03-86-04-000-000.402-004</b>	11.08	
<b>Total</b>	<b>11.08</b>	

### MAP(S) OF PROPERTY



© Elexco Land Services (ER)  
5000034  
May 21, 2023

Notice: All data is approximate and is intended only to provide an indication of the presence of hard information or data. Additional information and data that have not been mapped may be present. Some data licensed from, and copyright by, the respective country.





**DOCUMENT PREPARED BY:**

Corey A. Herman, VP of Land  
ELEXCO Land Services  
106 Huron Blvd., Suite A  
Marysville, MI 48040

**WHEN RECORDED MAIL TO:**

Carina Solar, LLC  
c/o SAMSUNG C&T AMERICA, INC.  
Attention: Il Woo Choi  
105 Challenger Rd., 3rd Fl.  
Ridgefield Park, NJ 07660

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

*(Space above this line for Recorder's use)*

**MEMORANDUM OF OPTION AGREEMENT**

This MEMORANDUM OF OPTION AGREEMENT (this "Memorandum") is made as of, DECEMBER 8<sup>TH</sup>, 2021 by and between **WILLIS WEHMILLER, a widower** ("Optionor"), and **CARINA SOLAR, LLC**, a Delaware limited liability company ("Optionee").

Optionor has granted to Optionee an option to lease (the "Option") the real property described in Schedule I attached hereto (the "Property"), together with any other real and personal property interests relating to the Property, as more fully set forth in, and subject to and in accordance with the terms and conditions provided in, that certain Option to Lease Agreement, dated as of DECEMBER 8<sup>TH</sup>, 2021, (the "Option Agreement"), entered into between Optionor and Optionee.

The initial term of the Option commences on DECEMBER 8<sup>TH</sup>, 2021, and expires on DECEMBER 7<sup>TH</sup>, 2024 (the "Initial Option Term"). Unless Optionee gives to the Optionor notice of termination of the Option Agreement prior to the end of the Initial Option Term, then the Option Agreement and the Option provided therein shall be renewed automatically for a further period of two (2) years (such period is referred to as the "Renewal Option Term"). Optionee

must exercise the Option on or prior to the expiration date in accordance with the provisions of the Option Agreement, or the Option will expire and terminate and be of no further force or effect.

In the event of any conflicts between this Memorandum and the Option Agreement, the terms of the Option Agreement shall control. This Memorandum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

**OPTIONOR:**



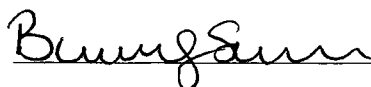
**Willis Wehmiller**

**ACKNOWLEDGMENT**

STATE OF Indiana )  
 ) SS.  
COUNTY OF Jackson )

I, the undersigned, a Notary Public in Jackson County, in the State aforesaid, DO HEREBY CERTIFY that **Willis Wehmiller**, personally known to me to be the same person(s) whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the same instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 8<sup>th</sup> day of December, 20 21.



Notary Public

My Commission expires: February 10, 2029

(NOTARY SEAL)



**BRITTANY STIDHAM**  
Commission Number NP0731646  
My Commission Expires  
February 10, 2029

OPTIONEE: CARINA SOLAR, LLC

By: [Signature]

Name: Ilwoo Choi

Title: Authorized Signatory

**ACKNOWLEDGMENT**

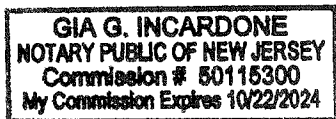
STATE OF NEW JERSEY    )  
  ) SS.  
COUNTY OF BERGEN     )

I, the undersigned, a Notary Public in **BERGEN** County, in the State aforesaid, DO HEREBY CERTIFY that **Il Woo Choi**, personally known to me to be the same person(s) whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the same instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 20<sup>th</sup> day of DECEMBER, 2021.

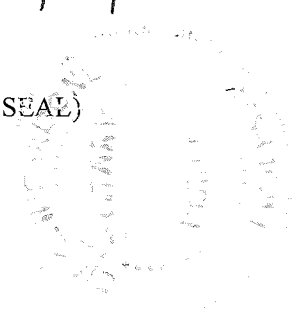
[Signature: Gia G. Incardone]

Notary Public



My Commission expires: 10/22/2024

(NOTARY SEAL)



**SCHEDULE 1**

**LEGAL DESCRIPTION OF THE PROPERTY**

**LOCATION:** Sandcreek Township, Bartholomew County, Indiana

**SIZE:** Approximately 51.92 acres in total

**LEGAL DESCRIPTION:**

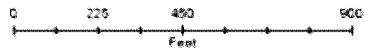
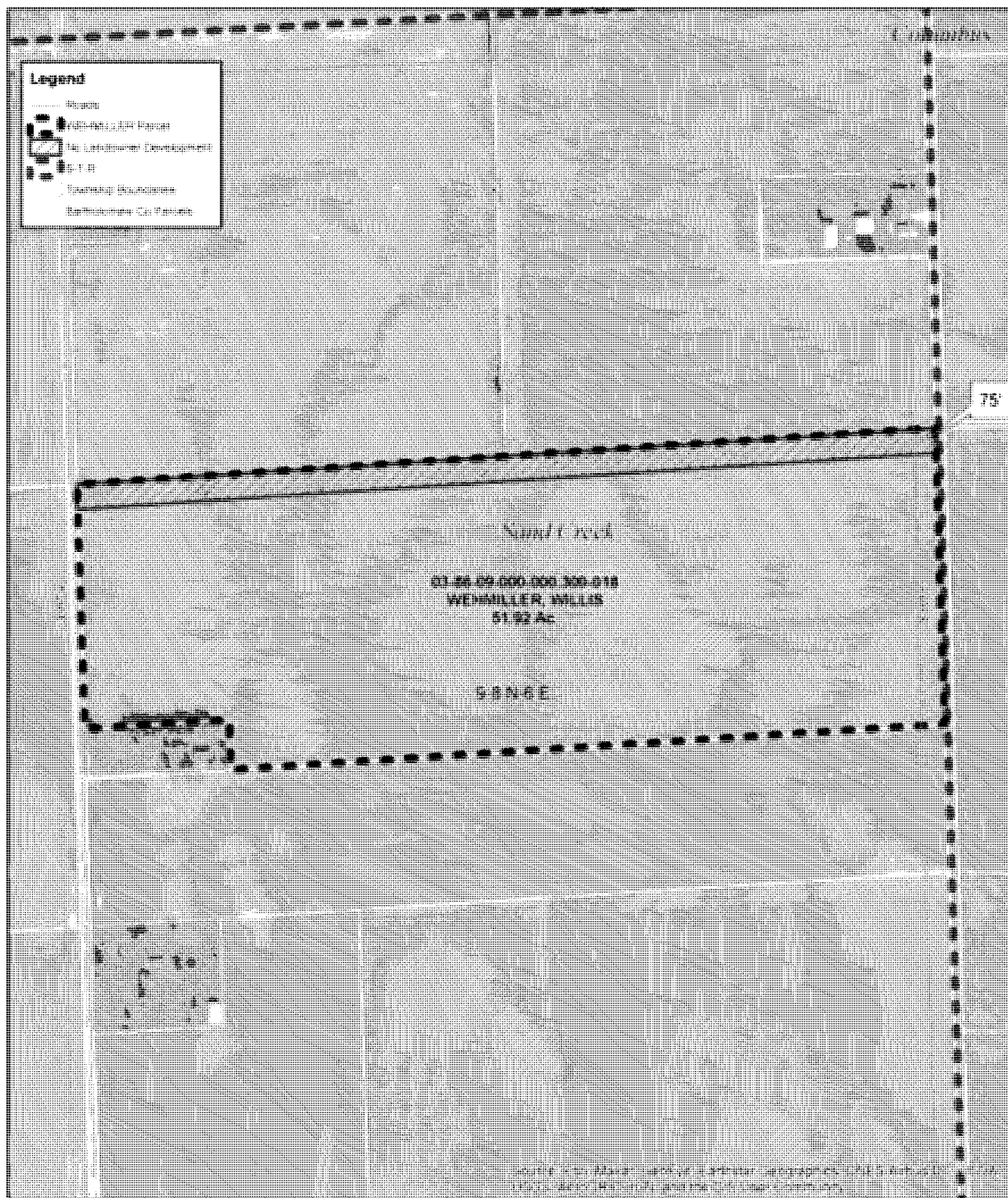
**Commencing 26.74 poles North of the Southeast corner of the Northeast Quarter of Section Nine (9), Township Eight (8) North of Range Six (6) East; thence North 53.47 poles to the Northeast corner of the South Half of said Quarter; thence West along the North line of said Half Quarter 160 poles to the West line of said Quarter Section; thence South along said West line 53.47 poles to a point 26.74 poles North of the South line of said Quarter; thence East parallel with the South line of said Quarter 160 poles, to the place of beginning, containing 53.47 acres, more or less, situate in Sandcreek Township, Bartholomew County, State of Indiana.**

**EXCEPT: Frank Reynolds Estate Minor Plat as recorded January 12, 1984, in Plat Book "M", Page 17, in the Office of the Recorder of Bartholomew County, Indiana.**

**NOTE:** There is a "No Grantor / Landowner Development Area" across the Northern edge of the property that is 75' wide shown on Exhibit A and discussed in paragraph 8.2 of the option agreement.



### MAP OF PROPERTY ON THIS PAGE



Elexco Land Services (ER)  
509003e  
Jul 16, 2021

Notice: All data is approximate and is intended only to provide an indication of the presence of said information or data. Additional information and data that have not been mapped may be present. Some data licensed from, and copyright by, the respective county.





**DOCUMENT PREPARED BY:**

Corey A. Herman, VP of Land  
ELEXCO Land Services  
106 Huron Blvd., Suite A  
Marysville, MI 48040

**WHEN RECORDED MAIL TO:**

CARINA SOLAR, LLC  
c/o SAMSUNG C&T AMERICA, INC.  
Attention: Hanjoo Jun  
707 Skokie Blvd Suite 677,  
Northbrook, IL 60062

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

---

*(Space above this line for Recorder's use)*

**MEMORANDUM OF OPTION AGREEMENT**

This MEMORANDUM OF OPTION AGREEMENT (this "Memorandum") is made as of, **FEBRUARY 14<sup>TH</sup>, 2023** by and between **Gayle L. Eiler** ("Optionor"), and **CARINA SOLAR, LLC**, a Delaware limited liability company ("Optionee").

Optionor has granted to Optionee an option to lease (the "Option") the real property described in **Schedule 1** attached hereto (the "Property"), together with any other real and personal property interests relating to the Property, as more fully set forth in, and subject to and in accordance with the terms and conditions provided in, that certain Option to Lease Agreement, dated as of **FEBRUARY 14<sup>TH</sup>, 2023**, (the "Option Agreement"), entered into between Optionor and Optionee.

The initial term of the Option commences on **FEBRUARY 14<sup>TH</sup>, 2023**, and expires on **FEBRUARY 13<sup>TH</sup>, 2026** (the "Initial Option Term"). Unless Optionee gives to the Optionor notice of termination of the Option Agreement prior to the end of the Initial Option Term, then the Option Agreement and the Option provided therein shall be renewed automatically for a further period of two (2) years (such period is referred to as the "Renewal Option Term"). Optionee must exercise the Option on or prior to the expiration date in accordance with the provisions of the Option Agreement, or the Option will expire and terminate and be of no further force or effect.

In the event of any conflicts between this Memorandum and the Option Agreement, the terms of the Option Agreement shall control. This Memorandum may be executed in one or more counterparts, each

of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

**OPTIONOR:**

I have the authority to bind the undersigned.

Gayle L. Eiler  
Gayle L. Eiler

**ACKNOWLEDGMENT**

STATE OF Florida )  
~~INDIANA~~ ) SS.  
COUNTY OF Citrus )

I, the undersigned, a Notary Public in Citrus County, in the State aforesaid, DO HEREBY CERTIFY that Gayle L. Eiler, personally known to me to be the same person(s) whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the same instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

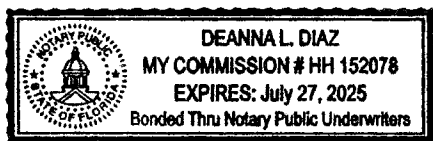
Given under my hand and notarial seal this 15<sup>th</sup> day of February, 2023.

Deanna Diaz

Notary Public

My Commission expires: July 27, 2025

(NOTARY SEAL)



OPTIONEE: CARINA SOLAR, LLC

By: [Signature]

Name: Hanjoo Jun

Title: Authorized Signatory

**ACKNOWLEDGMENT**

STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF LAKE            )

I, the undersigned, a Notary Public in the County aforesaid, in the State aforesaid, DO HEREBY CERTIFY that **Hanjoo Jun**, personally known to me to be the same person(s) whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the same instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 24 day of March 2023

[Signature]  
Notary Public

My Commission expires: 03-09-2026



## SCHEDULE 1

### LEGAL DESCRIPTION OF THE PROPERTY

**LOCATION:**

**SIZE:** Approximately **161.43** acres in total

**PARCEL NUMBERS:**

Parcel Number	Acreage	Notes
03-96-34-000-003.100-004	56.51	In the event an Exercise Notice is delivered to the Grantor covering the part of the Property depicted as the delineated red hash area in the map below (the “ <b>EXCLUSION AREA</b> ”), Grantee agrees to use commercially reasonable efforts to ensure that no solar panels will be constructed on the Exclusion Area of the Property subject to the Exercise Notice.  Exclusion Area 18.57 acres and Remaining Area 37.94 acres
03-96-35-000-001.400-004	104.92	In the event an Exercise Notice is delivered to the Grantor covering the part of the Property depicted as the delineated red hash area in the map below (the “ <b>EXCLUSION AREA</b> ”), Grantee agrees to use commercially reasonable efforts to ensure that no solar panels will be constructed on the Exclusion Area of the Property subject to the Exercise Notice.  Exclusion Area 4.16 acres and Remaining Areas 100.76 acres
<b>Total</b>	<b>161.43</b>	<b>138.7 of 161.43 acres</b>

**LEGAL DESCRIPTION:**

**Parcel 1:**

**The Northeast Quarter of the Southeast Quarter (NE/4 of the SE/4); also the North Half of the Southeast Quarter of the Southeast Quarter (N/2 of the SE/4 of the SE/4); also 10 acres by parallel lines off the East side of the Southwest Quarter of the Southeast Quarter (SW/4 of the SE/4), all in Section 34, Township 9 North of Range 6 East, containing in all 70 acres, in Bartholomew County, Indiana;**

**EXCEPT: Lot Numbered One (1) in the Evelyn Newsom’s Minor Plat, as recorded in Plat Book “N”, page 52, on July 15, 1980, in the Office of the Recorder of Bartholomew County, Indiana;**

**ALSO EXCEPT Lot Numbered Two (2) in the Brent Crider Minor Subdivision, as recorded in Plat Book “Q”, page 115C, on January 20, 2000, in the Office of the Recorder of Bartholomew County, Indiana;**

**ALSO EXCEPT Lot Numbered One (1) in the Brent Crider Minor Subdivision, as recorded in Plat Book “Q”, page 115C, on January 20, 2000, in the Office of the Recorder of Bartholomew County, Indiana;**

**ALSO EXCEPT: Commencing at the Southeast corner of the Southwest Quarter of the Southeast Quarter (SW/4 of the SE/4) of Section 34, Township 9 North, Range 6 East; thence North 560 feet to the point of beginning; thence South 24 feet; thence Northeasterly 105 feet; thence Southeasterly 70 feet; thence Southeasterly along a curve 13 feet to the point of beginning.**

**Parcel 2:**

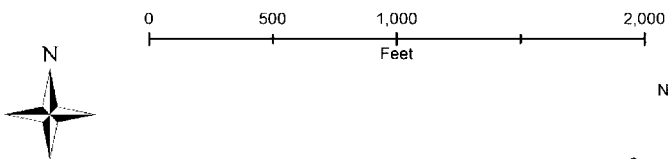
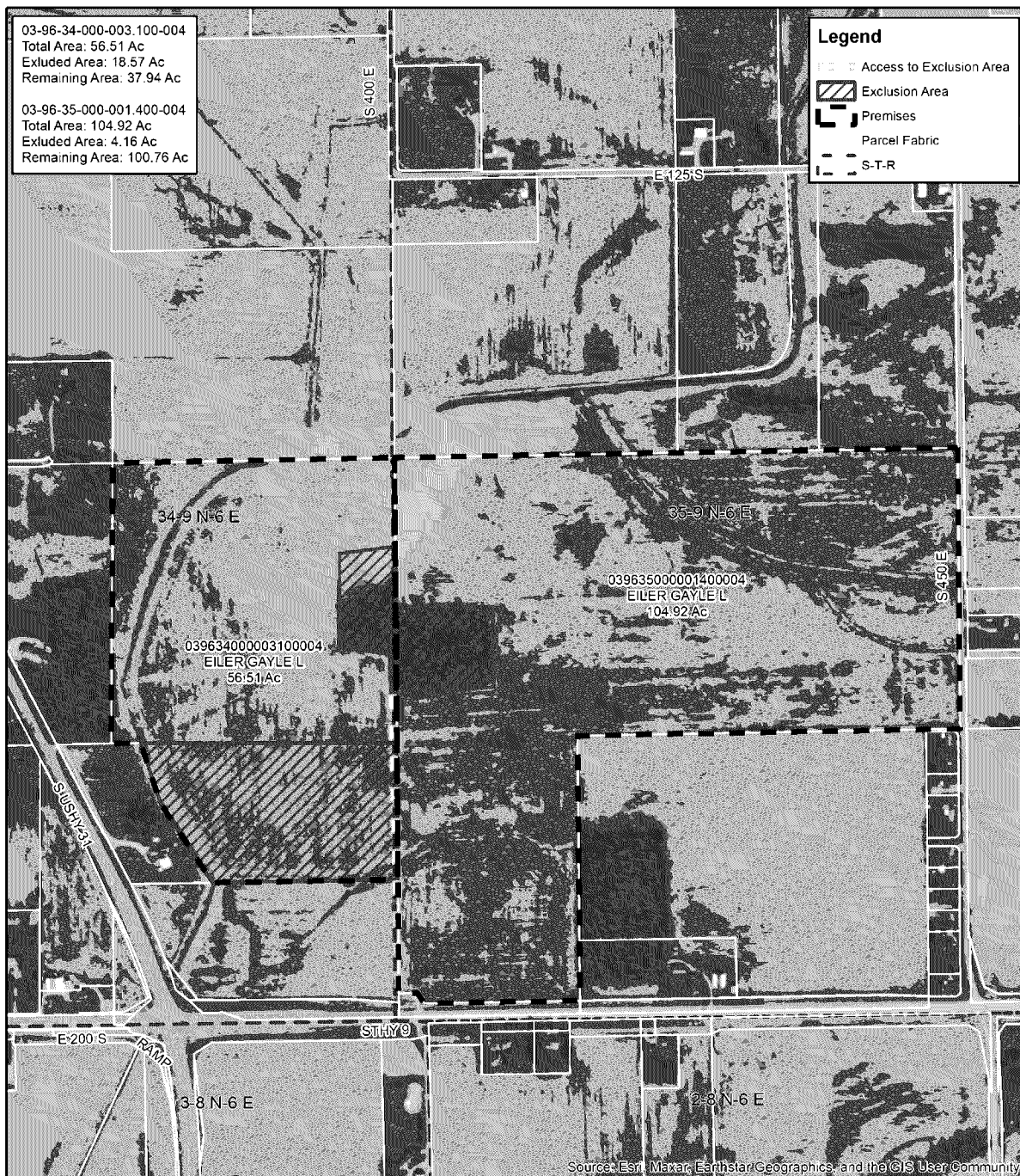
**Forty-five (45) acres by parallel lines off the North Side of the North Half of the Southwest Quarter (SW/4) of Section 35 in Township 9 North of Range 6 East, situate in Bartholomew County, Indiana;**

**ALSO, all the South Half of the Southwest Quarter (S/2 of the SW/4) of Section 35, Township 9 North of Range 6 East; EXCEPT 55 acres by parallel lines off the East side thereof;**

**ALSO, all the North Half of the Southwest Quarter (N/2 of the SW/4) of Section 35, Township 9 North of Range 6 East; EXCEPT 45 acres by parallel lines off the North side thereof; containing after said exception 60 acres more or less, situate in Columbus Township, Bartholomew County, Indiana;**

**EXCEPT a part of the South Half of the Southwest Quarter (S/2 of the SW/4) of Section 35, Township 9 North, Range 6 East, Bartholomew County, Indiana, described as follows, to-wit: beginning on the West line of said Section North 1 degree 09 minutes 15 seconds West 15.00 feet from the Southwest corner of said Section, which point of beginning is on the North boundary of S.R. 9; thence North 1 degree 09 minutes 15 seconds West 112.00 feet along said West line; thence North 88 degrees 46 minutes 45 seconds East 85.85 feet; thence South 36 degrees 12 minutes 46 seconds East 61.03 feet; thence North 88 degrees 46 minutes 45 seconds East 736.41 feet to an East line of the owners' land; thence South 0 degrees 54 minutes 19 seconds East 62.48 feet along said East line to the North boundary of S. R. 9; thence South 88 degrees 48 minutes 41 seconds West 857.05 feet along said North boundary to the point of beginning and containing 1.343 acres, more or less.**

### MAP(S) OF PROPERTY



Ellexco Land Services (EK)  
509003a  
Jan 19, 2023

Notice: All data is approximate and is intended only to provide an indication of the presence of said information or data. Additional information and data that have not been mapped may be present. Some data licensed from, and copyright by, the respective county.





**DOCUMENT PREPARED BY:**

Cory A. Herman, VP of Land  
ELEXCO Land Services  
106 Huron Blvd., Suite A  
Marysville, MI 48040

I affirm, under the penalties of perjury, that I  
have taken reasonable care to redact each  
Social Security number in this document,  
unless required by law.

**WHEN RECORDED MAIL TO:**

CARINA SOLAR, LLC  
c/o SAMSUNG C&T AMERICA, INC.  
Attention: Hanjoo Jun  
707 Skokie Blvd Suite 677,  
Northbrook, IL 60062

---

*(Space above this line for Recorder's use)*

**MEMORANDUM OF OPTION AGREEMENT**

This MEMORANDUM OF OPTION AGREEMENT (this "**Memorandum**") is made as of, MARCH 21<sup>ST</sup>, 2023 by and between **ROUTE 3, LLC, an Indiana limited liability company** ("**Optionor**"), and **CARINA SOLAR, LLC, a Delaware limited liability company** ("**Optionee**").

Optionor has granted to Optionee an option to lease (the "**Option**") the real property described in Schedule 1 attached hereto (the "**Property**"), together with any other real and personal property interests relating to the Property, as more fully set forth in, and subject to and in accordance with the terms and conditions provided in, that certain Option to Lease Agreement, dated as of MARCH 21<sup>ST</sup>, 2023, (the "**Option Agreement**"), entered into between Optionor and Optionee.

The initial term of the Option commences on MARCH 21<sup>ST</sup>, 2023, and expires on MARCH 20<sup>TH</sup>, 2026 (the "**Initial Option Term**"). Unless Optionee gives to the



Optionor notice of termination of the Option Agreement prior to the end of the Initial Option Term, then the Option Agreement and the Option provided therein shall be renewed automatically for a further period of two (2) years (such period is referred to as the "Renewal Option Term"). Optionee must exercise the Option on or prior to the expiration date in accordance with the provisions of the Option Agreement, or the Option will expire and terminate and be of no further force or effect.

In the event of any conflicts between this Memorandum and the Option Agreement, the terms of the Option Agreement shall control. This Memorandum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

**OPTIONOR:**

I have the authority to bind the undersigned.

**Route 3, LLC**

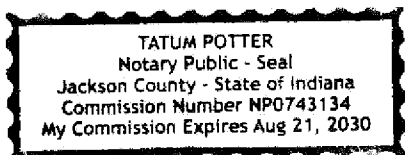
By: *Charles Whittington*  
Charles Whittington, Manager

**ACKNOWLEDGMENT**

STATE OF INDIANA     )  
  ) SS.  
COUNTY OF Jackson     )

I, the undersigned, a Notary Public in Jackson County, in the State aforesaid, DO HEREBY CERTIFY that Charles Whittington as manager of Route 3, LLC, personally known to me to be the same person(s) whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the same instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21<sup>st</sup> day of March, 2023.



Tatum Potter / Tatum Potter

Notary Public

My Commission expires: 08/21/2030

(NOTARY SEAL)

[Additional Signature Page Follows]

OPTIONEE: CARINA SOLAR, LLC

By [Signature]

Name: Hanjoo Jun

Title: Authorized Signatory

**ACKNOWLEDGMENT**

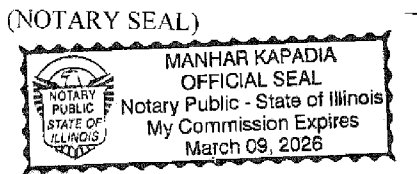
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF ~~COOK~~ Lake )

I, the undersigned, a Notary Public in the aforesaid County, in the State aforesaid, DO HEREBY CERTIFY that **Hanjoo Jun**, personally known to me to be the same person(s) whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the same instrument as his/her own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 06 day of April, 2023

[Signature]  
Notary Public

My Commission expires: 03-09-2023



## SCHEDULE 1

### LEGAL DESCRIPTION OF THE PROPERTY

**Location:** Columbus Township, Bartholomew County, Indiana

**Total Acreage:** 55.06

**Parcel Identification Numbers (PINs):** 03-96-34-000.002-004

**Legal Description:**

The East half of the Southwest Quarter of Section 34, Township 9 North of Range 6 East, EXCEPT a strip 10 rods wide by parallel lines off the East side thereof. ALSO EXCEPT Twelve (12) acres by parallel lines off the North end of the following described tract to-wit: the East Half of the Southwest Quarter of Section 34, township 9 North of Range 6 East except a strip 10 rods wide off of the East side the entire length thereof. ALSO EXCEPT Beginning at a point on the line dividing said Section 34 and Section 3, Township 8 North, Range 6 East and 2249.5 feet East of the Northwest corner of said Section 3; thence East along said line a distance of 100 feet to the West line of Alice Markland land; thence North and along said West line a distance of 150 feet; thence West and parallel to the South line of said Section 34 a distance of 100 feet; thence South and parallel to said West line of Markland land a distance of 150 feet to the place of beginning, containing .34 acres, more or less, and containing after said exceptions 57.66 acres, more or less.

EXCEPTING THEREFROM: Lot 1 of the Schnur Administrative Subdivision located in Bartholomew County, Indiana, as recorded in Plat Book "O", page 2, on June 25, 1987, in the Office of the Bartholomew County Recorder. (Containing 1.55 acres, more or less.)

ALSO EXCEPTING THEREFROM: A part of the East Half of the Southwest Quarter of Section 34, township 9 North Range 6 East, Bartholomew County, Indiana, being all that part of the owners' land identified as Parcel No. 4 that lies within the R/W lines depicted on the attached Right of Way Parcel Plat for Parcel 4 of INDOT Project STP-206-7(001), described as follows: Commencing at the southeast corner of said quarter section, thence South 89 degrees 01 minute 13 seconds West 247.498 meters (812.00 feet) along the south line of said section to the southeast corner of Lot 1 in Schnur Administrative Subdivision, the plat of which is recorded in Plat Book O, page 2 in the Office of the Recorder of Bartholomew County, Indiana; thence North 0 degrees 58 minutes 47 seconds West 5.029 meters (16.50 feet) along the east line of said lot to the north boundary of County Road 200 South and Point "T1" as shown on said R/W Parcel Plat; thence North 89 degrees 01 minute 13 seconds East 18,307 meters (60.06 feet) along the boundary of said County road 200 South to point "F1" as shown on said R/W Parcel Plat and the point of beginning of this description: Thence North 62 degrees 03 minutes 23 seconds East 22.424 meters (73.57 feet) to point "F2" as shown on said R/W parcel Plat; thence South 64 degrees 02 minutes 55 seconds East 22.449 meters

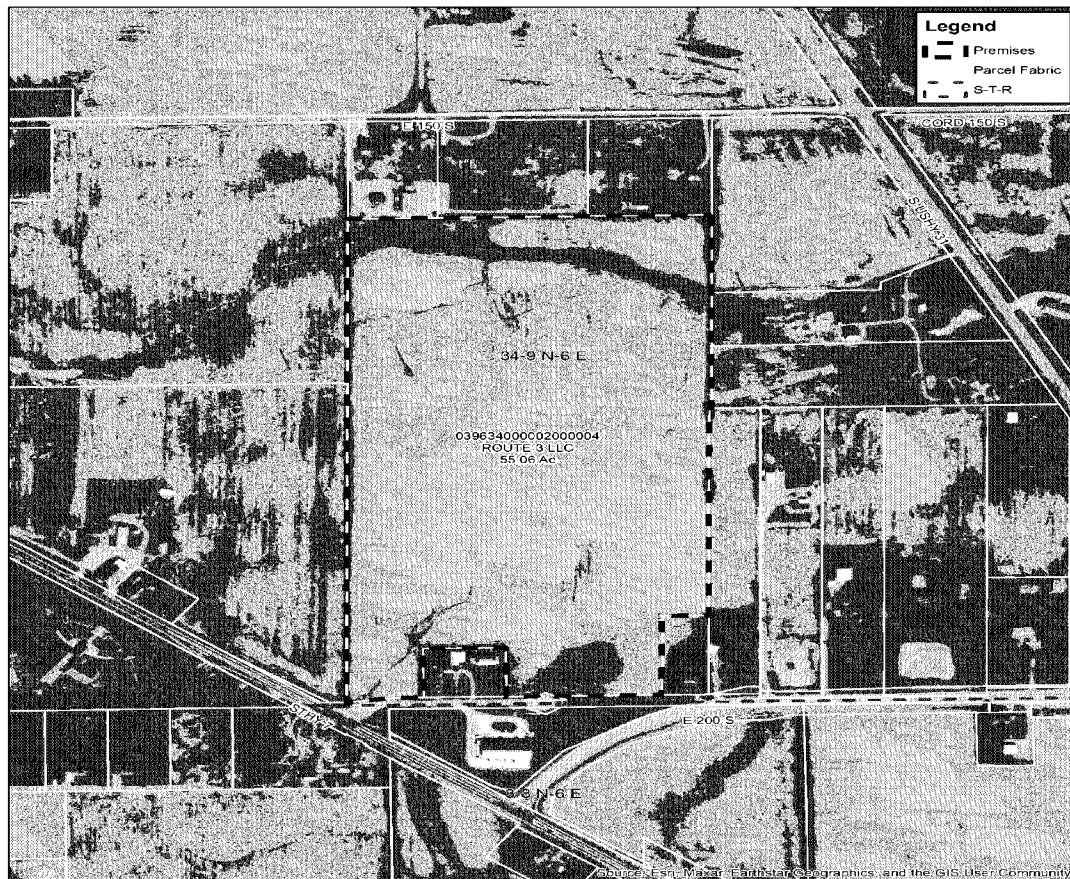
(73.65 feet) to the north boundary of said County Road 200 South and point "F3" as shown on said R/W Parcel Plat; thence South 89 degrees 01 minute 13 seconds West 40.00 meters (131.23 feet) along the boundary of said County Road 200 South to the point of beginning and containing 0.0203 hectares (.050 acres), more or less.

ALSO: A tract of land lying in the East Half, Southwest Quarter, Section 34, Township 9 North, Range 6 East and Described as follows: Beginning at a point on the line dividing said Section 34 and Section 3, Township 8 North, Range 6 East and 2249.5 feet East of the Northwest corner of said Section 3; thence East along said line a distance of 100 feet to the West line of Alice Markland land; thence North and along said West line a distance of 150 feet; thence West and parallel to the South line of said Section 34 a distance of 100 feet; thence South and parallel to said West line of Markland land a distance of 150 feet to the place of beginning, containing .34 acres, more or less.

ALSO EXCEPTING THEREFROM: Lot 1 of the Schnur Farm located in Bartholomew County, Indiana, as recorded in Plat Book "R", page 63D, on August 11, 2004, in the Office of the Bartholomew County Recorder. (Containing 1.34 acres, more or less.)

Containing after all said exceptions 55.06 acres, more or less.

MAP(S) OF PROPERTY



0 250 500 1,000  
Feet

Ellexco Land Services (EK)  
509003a  
Oct 24, 2022

Notice: All data is approximate and is intended only to provide an indication of the presence of said information or data. Additional information and data that have not been mapped may be present. Some data licensed from, and copyright by, the respective county.

