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**EXHIBIT C**

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**FORM MEMORANDUM OF OPTION AGREEMENT**

Prepared by and Return to: Cypress Creek Renewables, LLC  
3250 Ocean Park Blvd, Suite 355  
Santa Monica, CA 90405  
Attention: Asset Management  
Phone: 310-581-6299  
Email: assetmanagement@ccrenew.com

STATE OF OREGON  
COUNTY OF KLAMATH

**MEMORANDUM OF OPTION AGREEMENT**

THIS MEMORANDUM OF OPTION AGREEMENT (this "Memorandum") is made and entered into as of April 20th, 2018, by and between Robert Alan Gordon, Trustee of the Robert Alan Gordon Trust dated 6/10/11, Klamath Tribute Center, LLC, Robert Gordon SR, Managing <sup>Member</sup> Director, Huntly, LP, Robert Gordon SR, Managing <sup>Member</sup> Director who acquired title as Huntly, LP, Robert Gordon SR, Managing <sup>Member</sup> Director, and RA Gordon & Associates LLC ("Optionor") and Cypress NW Land Holdings, LLC, an Oregon limited liability company (<sup>Member</sup> "Optionee").

**WITNESSETH:**

**WHEREAS**, Optionor owns that certain real property in Klamath County, Oregon identified by tax parcel number(s) R597973, R769715, R598008, R702109 (the "Property");

**WHEREAS**, Optionor and Optionee entered into that certain Utility Easement Option Agreement dated 4/20/18 (the "Option Agreement") whereby Optionor granted Optionee an option to acquire an easement on the Property on the terms and conditions set forth in the Option Agreement (the "Option");

**WHEREAS**, Optionor and Optionee desire to evidence the Option Agreement in the official records maintained by the Office of the Register of Deeds for Klamath County, Oregon by this Memorandum.

**NOW, THEREFORE**, for good and sufficient consideration acknowledged in the Option Agreement, Optionor has granted Optionee an option to acquire an easement for purposes of installing, operating and maintaining electrical transmission facilities on the Property, as follows:

Section 1. **Defined Terms.** Initially capitalized terms used but not defined herein shall have the meanings set forth in the Option Agreement.

Section 2. **Term.** The initial term of the Option Agreement commenced on 9/10/18 and expires on 4/10/20 (the "Initial Option Term"). Optionee has the right to extend the Initial Option Term for an additional Twenty-four (24) months (the "Extended Option Term", and together with the Initial Option Term, the "Option Term") by providing written notice to Optionor at any time prior to the expiration of the Initial Option Term. Except for any provision of the Option Agreement which expressly survives the termination of the Option Agreement, the Option Agreement shall terminate and be of no further force and effect upon the occurrence of either (i) Optionee's delivery of a Termination Notice during the Option Term, (ii) Optionee's exercise of the Option during the Option Term and the mutual execution and delivery of the Easement Agreement by Optionor and Optionee, or (iii) if Optionee does not deliver a Termination Notice or exercise the Option within the Option Term. If Optionee exercises the Option during the Option Term, at any time thereafter, Optionee shall deliver the Executable Easement Agreement to Optionor, which shall be executed by Optionor and Optionee and recorded in the land records of the county in which the Property is located, and upon such recordation this Memorandum shall automatically terminate and be released from the land records without any further action from Optionor or Optionee,

Section 3. **Option Agreement Incorporation; Purpose of Memorandum.** This Memorandum is subject to all conditions, terms and provisions of the Option Agreement, which agreement is hereby adopted and made a part hereof by reference to the same, in the same manner as if all the provisions thereof were set forth herein in full. This Memorandum has been executed for the purpose of recordation in order to give notice of all of the terms, provisions and conditions of the Option Agreement, and is not intended, and shall not be construed, to define, limit, or modify the Option Agreement. This Memorandum is not a complete summary of the Option Agreement, nor shall any provisions of this Memorandum be used in interpreting the provisions of the Option Agreement.

Section 4. **Conflict.** In the event of a conflict between the terms of the Option Agreement and this Memorandum, the Option Agreement shall prevail. Reference should be made to the Option Agreement for a more detailed description of all matters contained in this Memorandum.

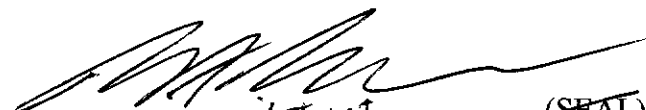
Section 5. **Counterparts.** This Memorandum may be executed in as many counterparts as may be deemed necessary and convenient, and by the different parties hereto on separate counterparts, each of which, when so executed; shall be deemed an original, but all such counterparts shall constitute one and the same instrument.

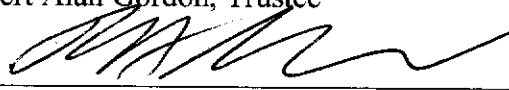
[SIGNATURES ON NEXT PAGE]

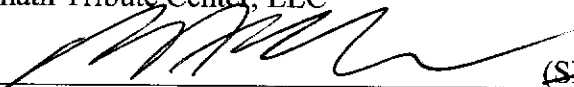
OPTIONOR SEPARATE SIGNATURE PAGE TO MEMORANDUM OF OPTION AGREEMENT


IN WITNESS WHEREOF, the undersigned hereby executes this Memorandum under seal the day and year first above written.

OPTIONOR:

By:  (SEAL)  
Robert Alan Gordon, Trustee *family Trust,*

By:  (SEAL)  
Robert Gordon SR, Managing Director  
Klamath Tribute Center, LLC *member*

By:  (SEAL)  
Robert Gordon SR, Managing Director  
Huntly, LP *Partner*

By:  (SEAL)  
Robert Gordon *member*  
RA Gordon & Associates LLC

STATE OF Oregon  
COUNTY OF Klamath

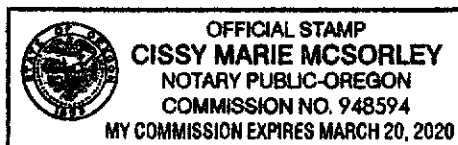
I, the undersigned notary, certify that the following persons, Robert A Gordon being personally known to me or by providing Oregon Drivers' License as identification, personally appeared before me this day, each acknowledging to me that they voluntarily signed the foregoing document for the purposes stated therein: easement agreement.

Cissy Marie McSorley  
Notary Public

Print Name:  
Cissy Marie McSorley

(Official Seal)

My Commission Expires: 03-20-20



STATE OF Oregon  
COUNTY OF Klamath

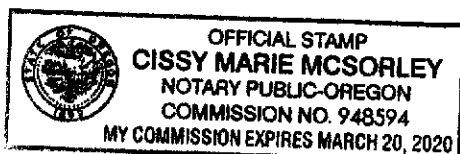
I, the undersigned notary, certify that the following persons, Robert A Gordon being personally known to me or by providing Oregon drivers license as identification, personally appeared before me this day, each acknowledging to me that they voluntarily signed the foregoing document for the purposes stated therein: easement agreement.

Cissy Marie McSorley  
Notary Public

Print Name:  
Cissy Marie McSorley

(Official Seal)

My Commission Expires: 03-20-20



OPTIONEE SEPARATE SIGNATURE PAGE TO MEMORANDUM OF OPTION  
AGREEMENT

IN WITNESS WHEREOF, the undersigned hereby executes this Memorandum under  
seal the day and year first above written.

OPTIONEE:

Cypress NW Land Holdings, LLC

By: 

Name: Evan Riley  
Authorized Person

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

A notary public or other officer completing this  
certificate verifies only the identity of the  
individual who signed the document to which  
this certificate is attached, and not the  
truthfulness, accuracy, or validity of that  
document.

State of California  
County of Los Angeles

On June 7, 2018 before me, Karen R. Elmore, Notary Public (here  
insert name and title of officer), personally appeared Evan Riley, who  
proved to me on the basis of satisfactory evidence to be the person ~~(s)~~ whose name ~~(s)~~ is subscribed  
to the within instrument and acknowledged to me that ~~he~~ she ~~they~~ executed the same in  
his ~~her~~ her authorized capacity ~~(ies)~~, and that by ~~his~~ her ~~their~~ signature ~~(s)~~ on the instrument the  
person ~~(s)~~, or the entity upon behalf of which the person ~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct

WITNESS my hand and official seal.

Signature Karen R. Elmore

(Seal)

