

EXHIBIT C:

Land Records

Nutmeg Solar Project
Enfield, Connecticut



Exhibit C

Land Use Records

The items listed below are included in Exhibit C.

- 1 Nutmeg Solar Lease and Purchase Option Land Agreement Records.
- 2 Connecticut Farmland Preservation Program Conservation Easements
***Note: These conservation easements/ parcels are not located within the limits of the Nutmeg Solar Development Area.**

**NUTMEG SOLAR LEASE AND PURCHASE OPTION LAND
AGREEMENT RECORDS**

INSTR # 2017008924
VOL 2662 PG 1112 03/29/2017 12:21:53 PM
RECORDED IN ENFIELD CT
SUZANNE F. OLECHNICKI TOWN CLERK

After recording return to:

Attn: Lease & Title Department
NUTMEG SOLAR, LLC
60 Forest Falls Drive, Suite 7
Yarmouth, Maine 04096

MEMORANDUM OF OPTION AGREEMENT

THE STATE OF CONNECTICUT §
COUNTY OF HARTFORD §

KNOW ALL PERSONS BY THESE PRESENTS: §

THIS MEMORANDUM OF OPTION AGREEMENT (this "Memorandum"), is made, dated and effective as of January 5, 2017 (the "Effective Date"), by JAMES T LEFEBVRE, of 18 Bailey Road, Enfield, Connecticut 06082 ("Owner"), and NUTMEG SOLAR, LLC, a Delaware limited liability company, of 60 Forest Falls Drive, Suite 7, Yarmouth, Maine 04096 ("Optionee"), with regards to the following:

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

except to the extent Optionee aggravates any such conditions, or (ii) indemnifying Owner for any claim resulting from the negligence or willful misconduct of Owner, its agents or employees.

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

6. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[Signatures appear on following pages]

OWNER:

J T Lefebvre
JAMES T. LEFEBVRE

Brendan Devine
B D

Witness

STATE OF Connecticut

COUNTY OF Hartford

§
§
§

Ethan P. Person
Witness

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

Given under my hand and seal this 5th day of Jan, 2017.

Michael J Lefebvre
Michael J Lefebvre
Notary Public in and for the State of
Commissioner of the Superior Court

My Commission Expires:

[Signatures continue on following page]

OPTIONEE:

NUTMEG SOLAR, LLC,
a Delaware limited liability company

By: 

Name: PAUL HARRIS

Title: Vice President

NA

Witness

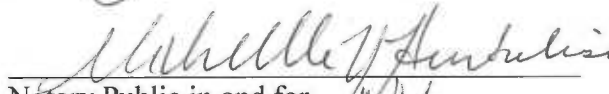
NA

Witness

STATE OF New York §
COUNTY OF Kings §

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

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


Notary Public in and for NY

My Commission Expires:

11/21/20

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

EXHIBIT A

Description of Property

All that 34.1 acres, more or less, located at 18 Bailey Road, Enfield, CT 06082, being identified as Tax Map ID: 109-12, and all that 11.45 acres, located at 18 Bailey Road, Enfield, CT 06082, being identified as Tax Map ID: 109-13, in total 45.55 acres.

After recording return to:

When recorded return to:

Carlos Megias
NextEra Energy Resources, LLC
700 Universe Blvd., LAW/JB
Juno Beach, FL 333408
(561) 691-7378

INSTR # 2017011084
VOL 2666 PG 940 05/31/2017 09:26:16 AM
RECORDED IN ENFIELD CT
SUZANNE F. OLECHNICKI TOWN CLERK

MEMORANDUM OF LEASE AGREEMENT

THE STATE OF CONNECTICUT §
 § KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF HARTFORD §

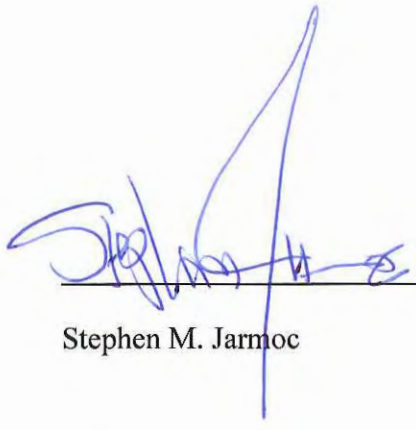
THIS MEMORANDUM OF LEASE AGREEMENT (this “**Memorandum**”), is made, dated and effective as of April 24, 2017 (the “**Effective Date**”), by **JARMOC FARMS, LLC**, a CT limited liability company, of 69 Broad Brook Rd, Enfield, CT 06082, **JARMOC REAL ESTATE, LLC**, a CT limited liability company, of 69 Broad Brook Rd, Enfield, CT 06082, and **STEPHEN M. JARMOC**, an individual, of 69 Broad Brook Rd, Enfield, CT 06082 (collectively, “**Owner**”), and **NUTMEG SOLAR, LLC**, a Delaware limited liability company, with offices at 60 Forest Falls Drive Suite 7, Yarmouth, ME 04096 (“**Tenant**”), with regards to the following:

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


3. Term; Extensions. The Agreement shall be for an initial Development Period of up to four (4) years from the Effective Date. If exercised pursuant to the terms and conditions of the Agreement, the term of the Agreement may be extended for a Production Term of five (5) years following the Development Period. The Agreement also provides for a rights to extend the Production Term for up to seven (7) separate Extension Terms of five (5) years each, as determined by Tenant, and if the extension terms and conditions of the Agreement are met, such renewals to be exercised by Tenant at least 180 days prior to the then-current expiration date of the Production Term or Extension Term, as the case may be. The Restoration Term shall begin on the expiration or earlier termination of (a) the Development Term, if Tenant does not exercise an option to extend the term of the Lease through the Production Term, or (b) the Production Term, if Tenant does exercise an option to extend the term of the Lease through the Production Term, and shall expire on the earlier of (y) 12 months from such date, or (z) when Tenant completes the Restoration Obligations. All rights granted pursuant to the Agreement are for a term coterminous with the Agreement.
4. Rights of Mortgagees. Pursuant to the Agreement, any Lender of Tenant or Tenant's assignees has certain rights regarding notice and right to cure any default of Tenant under the Agreement, as well as other rights as set forth in the Agreement.
5. Assignment. Tenant may assign or sublet or apportion or grant subleases in or to all or any of Tenant's right, title and interest under the Agreement, so long as written notice of such assignment is provided to Owner not later than 30 days after such assignment is effective.
6. Non-Interference and Setbacks. To the extent permitted by law Owner has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including any setback requirements described in the zoning ordinance of Hartford County or in any governmental entitlement or permit heretofore or hereafter issued to Tenant, such sublessee or such Affiliate. Owner has agreed not to engage in any activity that might interfere with Tenant's efforts to develop, construct or operate the Solarpower Facilities or cause a decrease in the output or efficiency of any Solarpower Facilities without the prior written consent of Tenant.
7. Subordination. The Agreement provides that from and after its effective date, any right, title or interest created by Owner in favor of or granted to any third party shall be subject to (i) the Agreement and all of Tenant's rights, title and interests created thereby, (ii) any lien of any lender of Tenant's then in existence on the leasehold estate created by the Agreement, and (iii) Tenant's right to create a lien in favor of any lender of Tenant's.
8. Agreement Controls. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Agreement, and Owner and Tenant executed and are recording this Memorandum solely for the purpose of providing constructive notice of the Agreement and Tenant's rights thereunder. The terms, conditions and covenants of the Agreement are incorporated in this Memorandum by reference as though fully set forth herein.
9. No Ownership. Owner shall have no ownership, lien, security or other interest in any Solarpower Facilities installed on the Property, or except for as otherwise provided in the Agreement, any profits derived therefrom, and Tenant may remove any or all Solarpower Facilities at any time.

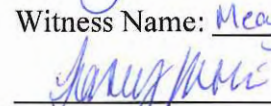
10. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[signatures appear on following pages]



Stephen M. Jarmoc



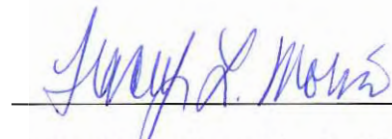
Witness Name: Meagan P. Girese


Witness Name: Tracy L. Morin

STATE OF CT §
§
COUNTY OF Hartford §

This instrument was acknowledged before me by Stephen M. Jarmoc, an individual, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal this 29 day of March, 2017.



Notary Public in and for the State of CT

My Commission Expires:

April 30, 2021



TRACEY L. MORIN
NOTARY PUBLIC
STATE OF CONNECTICUT
MY COMM. EXP. APR. 30, 2021

Jarmoc Real Estate, LLC,
a CT limited liability company

By: [Signature]

Name: Stephen Jarmoc

Title: Member

Witness Name: Meagan Regiuse

Witness Name: Tracey Morin

STATE OF CT §

§

COUNTY OF Hartford §

This instrument was acknowledged before me by Stephen Jarmoc,
member of Jarmoc Real Estate, LLC, a CT limited liability company, on
behalf of said company, known to me to be the person whose name is subscribed to the foregoing
instrument, and acknowledged to me that he/she executed the same for the purposes and
consideration therein expressed.

Given under my hand and seal this 29 day of March, 2017.

[Signature]
Notary Public in and for the State of CT

My Commission Expires:

April 30, 2021



TRACEY L. MORIN
NOTARY PUBLIC
STATE OF CONNECTICUT
MY COMM. EXP. APR. 30, 2021

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

OWNER:

Jarmoc Farms, LLC,
a CT limited liability company

By: Stephen Jarmoc

Name: Stephen Jarmoc

Title: Member

Megan Pugliese

Witness Name: Megan Pugliese

Tracy Morris

Witness Name: Tracy Morris

STATE OF CT §

§

COUNTY OF Hartford §

This instrument was acknowledged before me, by Stephen Jarmoc,
Member of Jarmoc Farms, LLC, a CT limited liability company, on behalf
of said company, known to me to be the person whose name is subscribed to the foregoing
instrument, and acknowledged to me that he/she executed the same for the purposes and
consideration therein expressed.

Given under my hand and seal this 29 day of March, 2017.

Tracey L. Morin
Notary Public in and for the State of CT

My Commission Expires:

April 30, 2021



TRACEY L. MORIN
NOTARY PUBLIC
STATE OF CONNECTICUT
MY COMM. EXP. APR. 30, 2021

TENANT:

Nutmeg Solar, LLC

By: 

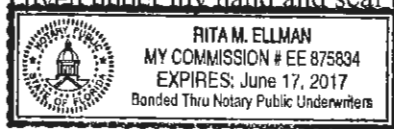
Name: **Gregory Schneck**
Vice President

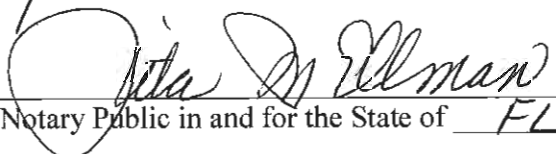
Title: _____

STATE OF Florida §
COUNTY OF Palm Beach §

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

Given under my hand and seal this 24 day of April, 2017.




Notary Public in and for the State of FL

My Commission Expires:

EXHIBIT "A" to
MEMORANDUM OF LEASE AGREEMENT

Description of Property

All those certain tracts of land, with all improvements thereon and appurtenances thereto belonging, lying and being in the Town of Enfield, State of Connecticut and described as follows:

Assessor's Map 102, Lot 56-21 Abbe Road and Assessor's Map 102, Lot 54, Broad Brook Road

Tract 1:

Bounded and described as follows:

NORTH- by the highway;

EAST- on land formerly of Patrick Conlin;

SOUTH- on land formerly of Amos D. Bridge and land formerly of Levantine King, partly on each; and

WEST- on land formerly of Sophronia M. Abbe, containing two and one-half (2 ½) acres, more or less.

Tract 2:

Bounded and described as follows:

NORTH- on land formerly of Patrick Conlin and partly by the first piece herein described;

EAST- on land of the New York, New Haven and Hartford Railroad Company, and the highway;

SOUTH- on the land formerly of Frank McNamara and land formerly of Epharaim Bridge;

WEST- on land formerly of Ephraim Bridge, containing eleven (11) acres, more or less.

Excepting from the above-described Tract 1 that certain piece or parcel of land conveyed to Miles Richard Shea and Carolyn R. Shea by Pauline Bahnsen aka Pauline W. Bahnsen by Quit Claim Deed dated May 17, 1963 and recorded May 21, 1963 in Volume 226 at Page 552, which Quit Claim Deed was corrected by Correction Deed dated August 21, 1963 and recorded September 5, 1963 in Volume 231 at Page 344; all of the Enfield Land Records.

AND

69 Broad Brook Road (Assessor's Map 102, Lot 48)

Bounded and described as follows:

NORTH: by land now or formerly of the Somersvill Manufacturing Company, by land now or formerly of Victor G. Sonnen and by land now or formerly of Jospeh W. Mary A. Zawistowski, partly by each;

EAST: by land now or formerly of John F. O'Konis et ux, by land now or formerly of John A. Bass et ux, and by land now or formerly of Sebastian Franciamore, partly by each;

SOUTH: by land now or formely of Victor Albertovich;

WEST: by the highway known as Broadbrook Road, by land now or formerly of Victor G. Sonnen, by land of Joseph W. and Mary A. Zawistowski, partly by each.

Excepting therefrom that certain piece or parcel of land situated on the easterly side of Broad Brook Road, and being more particularly bounded and described as follows:

NORTH: by land now or formerly of Edwin and Eleanor Jarmoc, One Hundred Fifty-five (155) feet, more or less;

EAST: by land now or formerly of Edwin and Eleanor Jarmoc, One Hundred Ten (110) feet, more or less;

SOUTH: by land now or formerly of Edwin and Eleanor Jarmoc, One Hundred Fifty-five (155) feet, more or less;

WEST: by the highway known as Broad Brook Road, One Hundred Ten (110) feet, more or less.

AND

Assessor's Map 102, Lot 50, Broad Brook Road

A certain piece or parcel of land, together with buildings thereon and the appurtenances thereto, situated on the east side of Broad Brook Road in the Town of Enfield, County of Hartford, and State of Connecticut, and

more particularly bounded and described as follows:

NORTH: by other land of Edwin Jarmoc et ux;

EAST: by land now or formerly of Stephen L. Starr;

SOUTH: by land now or formerly of Stephen L. Starr being a fifty (50) foot strip of land described as Parcel No. 2 in a deed from John J. Bass et ux dated March 21, 1969, and recorded in Volume 313, Page 329 of the Enfield Land Records and as the Second Piece in a deed from Victor Albertowicz et al dated May 24, 1956, and recorded in Volume 147, Page 554 of the Enfield Land Records;

WEST: by the easterly line of the highway running from Scitico to Melrose, known as Broad Brook Road.

Together with the right to use the fifty (50) foot right of way which is the south boundary of the parcel herein described running easterly from the Scitico-Melrose highway known as Broad Brook Road for the purpose of ingress and egress to and from said highway and the parcel described hereinabove.

AND

Assessor's Map 108, Lot 6 Broad Brook Road

A certain piece or parcel of land, with the improvements thereon, situated on the easterly side of Charnley Road in the Town of Enfield, County of Hartford and State of Connecticut, being more particularly bounded and described as follows;

NORTHERLY: by land now or formerly of Stephen L. Starr, being the southerly line of the parcel conveyed to the said Stephen L. Starr by the Grantors herein by deed dated May 24, 1956 and recorded in the Land Records in the Town of Enfield in Volume 147, Page 554, Seven Hundred Seventy Nine feet (779), more or less;

EASTERLY: by land now or formerly of Stephen L. Starr, being land formerly of John Labis, 780 feet, more or less;

SOUTHERLY: by land now or formerly of Roger J. and Rose Crochetiere and land now or formerly of Richard T. and Christine B. McLaughlin, partly by each, being land formerly of one Turner, in all 463.05 feet; more or less;

WESTERLY: by land now or formerly of Clara A. Smola, one hundred eighty five (185) feet;

SOUTHERLY: by said land of said Clara A. Smola, being the northerly line of the above described parcel, two hundred forty (240) feet; and

WESTERLY: by the easterly line of Charnley Road, four hundred sixty five (465) feet, more or less.

AND

Assessor's Map 102, Lots 52 and 53- Broad Brook Road

Tract 1:

Bounded and described as follows:

NORTH: on land now or formerly of Adam Wombacher;

EAST: on land now or formerly of N.Y., N.H. & Hartford Railroad Co.;

SOUTH: on land now or formerly of heirs of William Baily; and

WEST: on land now or formerly of Loveland Abbe.

Tract 2:

Bounded and described as follows:

NORTH: on land now or formerly of Adam Wombacher;

EAST: by the highway;

SOUTH: on land now or formerly of the heirs of William Baily; and

WEST: on land now or formerly of N.Y., N.H. & Hartford Railroad Co.

Said premises contain nineteen (19) acres more or less.

ASSIGNMENT

THIS ASSIGNMENT (this "Assignment"), made as of May 27, 2016, ENFIELD SOLAR, LLC, a Delaware limited liability company ("Assignor") to NUTMEG SOLAR, LLC, a Delaware limited liability company ("Assignee").

WITNESSETH:

WHEREAS, by that certain Purchase Option Agreement dated May 26, 2016, between Assignor and LAURA M. JARMOC ("Option"), Assignor options certain property more fully described in the Option located in the Town of Enfield, Connecticut;

WHEREAS, Assignor wishes to assign to Assignee all of the rights, title, and interest of Assignor in the Option, and Assignee wishes to assume all of the rights, title, interest and obligations of Assignor in the Option; and

NOW THEREFORE, Assignor hereby assigns, sets over and transfers unto Assignee to have and to hold from and after the date hereof all of the right, title and interest of Assignor in, to and under the Option and Assignee hereby assumes all of the rights, title, interest and obligations of Assignor in, to and under the Option.

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

ASSIGNOR:

ENFIELD SOLAR, LLC,

a Delaware limited liability company

By: 

Name: Paul Harris

Title: Vice President

ASSIGNEE:

NUTMEG SOLAR, LLC,

a Delaware limited liability company

By: 

Name: Paul Harris

Title: Vice President

INSTR # 2017000565
VOL 2646 PG 750 07/25/2016 09:15:28 AM
RECORDED IN ENFIELD CT
SUZANNE F. OLECHNICKI TOWN CLERK

After recording return to:

Attn: Lease & Title Department
Enfield Solar, LLC
60 FOREST FALLS DRIVE, SUITE 7
Yarmouth, ME 04096

MEMORANDUM OF OPTION AGREEMENT

THE STATE OF CONNECTICUT §
COUNTY OF HARTFORD §

KNOW ALL PERSONS BY THESE PRESENTS: §

THIS MEMORANDUM OF OPTION AGREEMENT (this "Memorandum"), is made, dated and effective as of May 26, 2016 (the "Effective Date"), by LAURA M. JARMOC, an individual, of 31 Sunset Drive, Loudon, NH 03307 ("Owner"), and ENFIELD SOLAR, LLC, a Delaware limited liability company, of 60 Forest Falls Drive, Suite 7, Yarmouth, Maine 04096 ("Optionee"), with regards to the following:

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

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

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

6. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[Signatures appear on following pages]

OWNER:

LAURA M. JARMOC
an individual


LAURA M. JARMOC

STATE OF NEW HAMPSHIRE

§
§
§

COUNTY OF MERRIMACK

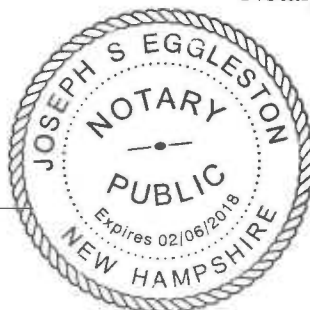
This instrument was acknowledged before me by Laura M. Jarmoc known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal this 30th day of April, 2016.



Notary Public in and for the State of New Hampshire

My Commission Expires:



[Signatures continue on following page]

OPTIONEE:


ENFIELD SOLAR, LLC,
a Delaware limited liability company

By: 

STATE OF New York §
COUNTY OF Kings §

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

Given under my hand and seal this 26 day of MAY, 2016.


Notary Public in and for NEW YORK

My Commission Expires:

MAY 28, 2017



EXHIBIT "A" to
MEMORANDUM OF OPTION AGREEMENT

Description of Property

All that 67.25 acres located on Broad Brook Road in Enfield, Connecticut and being identified by Tax Map ID: 109-4, and all that 4.3 acres located on Bailey Road in Enfield, Connecticut and being identified by Tax Map ID: 109-18, and all that 10 acres located on Bailey Road in Enfield, Connecticut and being identified by Tax Map ID: 109-40, in total 81.55 acres.

After recording return to:

Attn: Lease & Title Department
NUTMEG SOLAR, LLC
700 Universe Boulevard

Juno Beach, FL

33408

MEMORANDUM OF LEASE AGREEMENT

THE STATE OF CONNECTICUT §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF HARTFORD §

THIS MEMORANDUM OF LEASE AGREEMENT (this “**Memorandum**”), is made, dated and effective as of December 19, 2017 the “**Effective Date**”), by DAVID J. WALERYSZAK AND DONNA L. WALERYSZAK of 179 Elm Street, Enfield, CT 06082 (“**Owner**”), and NUTMEG SOLAR, LLC., a DELAWARE limited liability company, with offices at 700 Universe Boulevard, Juno Beach, FL 33408 (“**Tenant**”), with regards to the following:

1. Solar Agreement. Owner and Tenant did enter into that certain Lease Agreement of even date herewith (the “**Agreement**”), which affects the real property located in the Town of Enfield, State of Connecticut, as more particularly described in Exhibit A attached hereto (the “**Property**”). Capitalized terms used and not defined herein have the meaning given the same in the Agreement.
2. Grant of Rights. The Agreement grants Tenant: (a) the exclusive right to study, develop and use the Property for converting solar energy into electrical energy and collecting and transmitting the electrical energy so converted; (b) the exclusive right to access, relocate and maintain “Solarpower Facilities,” as that term is defined in the Agreement, which are located on the Property; (c) an exclusive right to capture, use and convert the unobstructed solar resources over and across the Property; (d) a non-exclusive right for any audio, visual, view, light, shadow, noise, vibration, air turbulence, wake, electromagnetic or other effect of any kind attributable to the development of the Property for solar energy purposes and operation of the Solarpower Facilities; (e) the right to subjacent and lateral support for the Solarpower Facilities; (f) the right of ingress to and egress from the Solarpower Facilities on, under, over and across the Property by means of (A) roads and lanes thereon if existing or (B) such routes, roads and lanes as Tenant may construct from time to time as provided in the Agreement; (g) the exclusive right to erect, construct, reconstruct, replace, relocate, remove, operate, maintain and use, on, under, over and across the Property, in connection with Solarpower Facilities overhead and underground electric transmission and communication system lines and facilities; and (h) the right to undertake any other activities, as permitted in the Agreement, necessary to accomplish the purposes of the Agreement.
3. Term; Extensions. The Agreement shall be for an initial Development Period of up to five (5) years from the Effective Date. If exercised pursuant to the terms and conditions of the Agreement, the term of the Agreement may be extended for a Production Term of five (5) years following the Development Period. The Agreement also provides for a rights to extend the Production Term for up to seven (7) separate Extension Terms of five (5) years each, as determined by Tenant, and if the extension terms and conditions of the Agreement are met, such renewals to be

exercised by Tenant at least 180 days prior to the then-current expiration date of the Production Term or Extension Term, as the case may be. The Restoration Term shall begin on the expiration or earlier termination of (a) the Development Term, if Tenant does not exercise an option to extend the term of the Lease through the Production Term, or (b) the Production Term, if Tenant does exercise an option to extend the term of the Lease through the Production Term, and shall expire on the earlier of (y) 12 months from such date, or (z) when Tenant completes the Restoration Obligations. All rights granted pursuant to the Agreement are for a term coterminous with the Agreement.

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

5. Assignment. Tenant's rights and obligations under the Agreement are assignable without Owner's prior written consent so long as written notice of such assignment is provided to Owner not later than 30 days after such assignment is effective.

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

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

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

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

10. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[signatures appear on following page]

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

OWNER:

DAVID J. WALERYSZAK

By: David J. Waleryszak

Name: DAVID J. WALERYSZAK

Title: Owner

Derek E. Donnelly

Witness Name: Derek E. Donnelly

Lillianne Gaudete

Witness Name: Lillianne Gaudete

STATE OF CONNECTICUT

§
§
§

SS: ENFIELD

November 20, 2017

COUNTY OF HARTFORD

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

Given under my hand and seal this 20 day of November 2017

Derek E. Donnelly, Esq.

Commissioner, Superior Court

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

OWNER:

DONNA L. WALERYSZAK

By: Donna L. Waleryszak

Name: DONNA L. WALERYSZAK

Title: Owner

Derek E. Donnelly

Witness Name: Derek E. Donnelly

Lillianne Gaudete

Witness Name: Lillianne Gaudete

STATE OF CONNECTICUT

§
§
§

SS: ENFIELD

November 20, 2017

COUNTY OF HARTFORD

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

Given under my hand and seal this 20 day of November 2017

Derek E. Donnelly

Derek E. Donnelly, Esq.

Commissioner, Superior Court

TENANT:

NUTMEG SOLAR, LLC
a Delaware limited liability company

By: Fallen Wiley
Name: F. Allen Wiley
Title: Vice President

STATE OF FLORIDA §
 §
COUNTY OF PALM BEACH §

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

Given under my hand and seal this 14 day of December, 2017.

Kim L. Otto
Notary Public in and for the State of Florida

My Commission Expires:

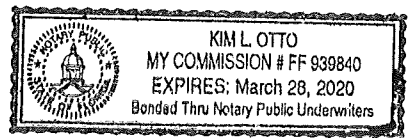


EXHIBIT "A" to
MEMORANDUM OF LEASE AGREEMENT

Description of Property

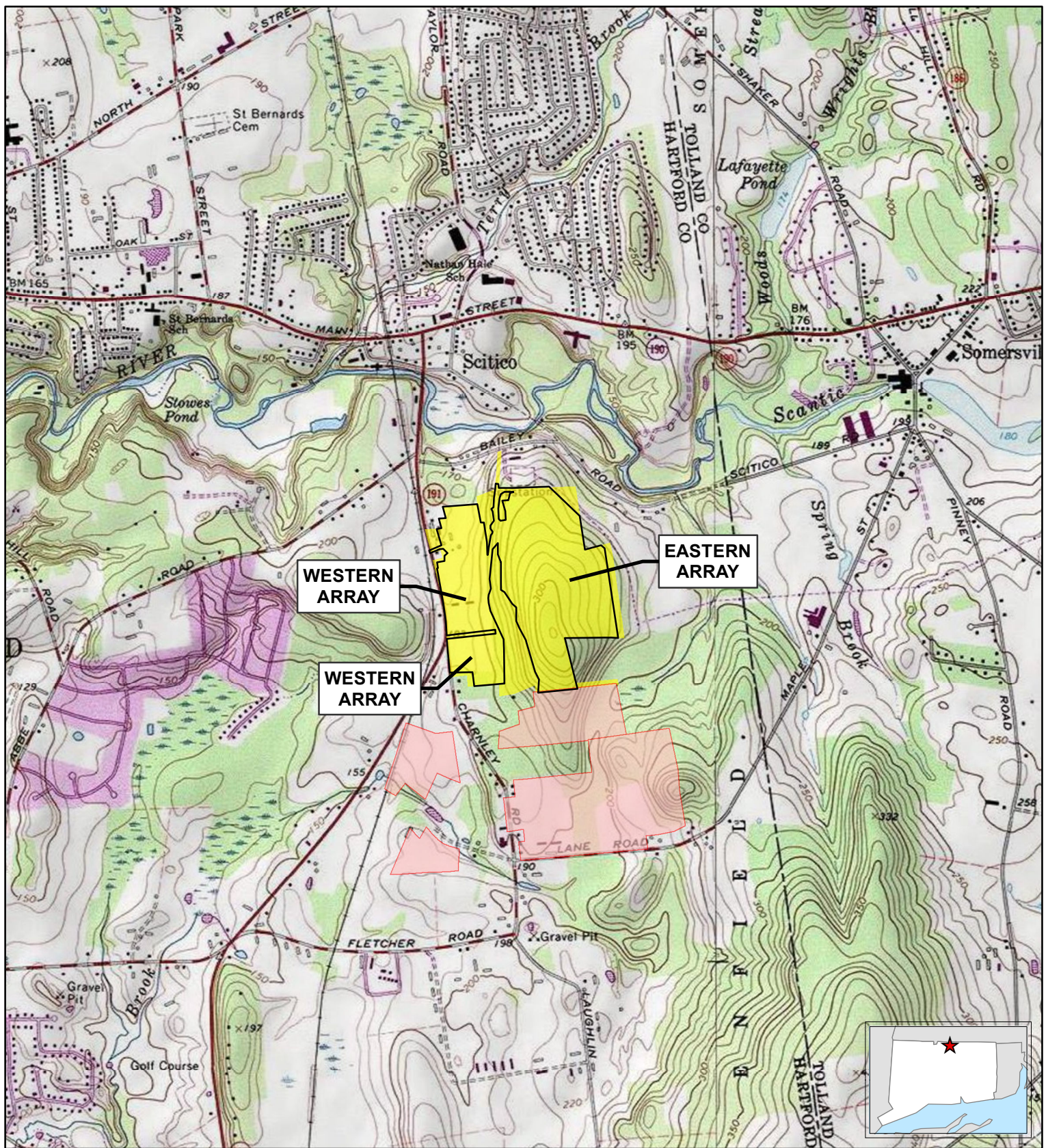
A certain piece of land situated near the village of Scitico, south of property formerly owned by The Hazard Powder Company, in the eastern part of the Town of Enfield, County of Hartford, and State of Connecticut, bounded and described as follows, to wit:

North and West: by land formerly of Lorin Gowdy, deceased,
South: by land now or formerly of Frances Sunderland, and
East: by land now or formerly of the heirs of Tudor Gowdy.

Containing 5 acres, more or less.

CONNECTICUT FARMLAND PRESERVATION PROGRAM CONSERVATION EASEMENTS

*Note: These conservation easements/ parcels are not located within the limits of the Nutmeg Solar Development Area.



Legend

— Limit of Work/Development Area

Project Site

Tighe&Bond

Engineers | Environmental Specialists

Connecticut Farmland Preservation Program Parcels

1:24,000
0 1,000 2,000
Feet

CONNECTICUT FARMLAND PRESERVATION PROGRAM PARCELS

Nutmeg Solar
Enfield, Connecticut

October 2018

SCHEDULE A

ALL CERTAIN PIECES OR PARCELS OF LAND SITUATED ON THE GENERAL NORTHERLY SIDE OF FLETCHER ROAD AND THE GENERAL EASTERLY SIDE OF CHARNLEY ROAD IN THE TOWN OF ENFIELD, HARTFORD COUNTY, STATE OF CONNECTICUT AND SHOWN AS TOTAL RESTRICTED FARMLAND 116.13 ACRES ON A MAP OR PLAN ENTITLED "MONUMENTED PROPERTY SURVEY PLAN PREPARED FOR STATE OF CONNECTICUT DEPARTMENT OF AGRICULTURE FARMLAND PRESERVATION PROGRAM PROPERTY OF JARMOC FARMS LLC TOTAL OWNED 130.10 ACRES TOTAL RESTRICTED FARMLAND 116.13 ACRES CHARNLEY ROAD & FLETCHER ROAD ENFIELD, CONNECTICUT WILLIAM R. PALMBERG & SON LLC LAND SURVEYORS 264 HAZARD AVENUE ENFIELD, CONNECTICUT 06082 860-763-3300 SCALE 1"=100' DATE 2-28-17" SHEETS 1 & 2 of 2 CHECKED WRP NO. 2014053 TO BE PLACED IN THE ENFIELD LAND RECORDS. SAID PARCELS ARE MORE PARTICULARLY BOUND AND DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT TO BE SET ON THE NORTHERLY STREET LINE OF FLETCHER ROAD AT THE SOUTHEAST CORNER OF N/F ALLAN S. & CHARLENE DUSZA BEING SOUTH WEST CORNER OF THE PARCEL TO BE DESCRIBED HEREON.

THENCE: N 05° 31' 57" W ALONG THE LAND N/F ALLAN S. & CHARLENE DUSZA A DISTANCE OF 280.00 FEET TO A MONUMENT TO BE SET.

THENCE: N 84° 28' 03" E ALONG THE LAND N/F DARRELL R. KEANE A DISTANCE OF 92.04 FEET TO A MONUMENT TO BE SET.

THENCE: N 06° 34' 00" W ALONG THE LAND N/F DARRELL R. KEANE A DISTANCE OF 179.51 FEET TO A MONUMENT TO BE SET.

THENCE: S 83° 26' 00" W ALONG THE LAND N/F DARRELL R. KEANE A DISTANCE OF 250.00 FEET TO AN IRON PIN FOUND AT THE EASTERLY STREET LINE OF CHARNLEY ROAD.

THENCE: N 06° 11' 23" W ALONG THE EASTERLY STREET LINE OF CHARNLEY ROAD A DISTANCE OF 486.38 FEET TO AN IRON PIN TO BE SET.

THENCE: N 16° 15' 19" W ALONG THE EASTERLY STREET LINE OF CHARNLEY ROAD A DISTANCE OF 35.99 FEET TO A MONUMENT TO BE SET.

THENCE: N 82° 46' 41" E ALONG THE LAND N/F GEORGE F. & ROBERT KERNENIS A DISTANCE OF 180.15 FEET TO A MONUMENT TO BE SET.

THENCE: N 07° 13' 19" W ALONG THE LAND N/F GEORGE F. & ROBERT KERNENIS AND N/F WILLIAM J. & VIRGINIA M. SALISBURY IN PART AND BY EACH A DISTANCE OF 250.00 FEET TO AN IRON PIPE FOUND.

THENCE: N 84° 15' 40" E ALONG THE LAND N/F WALTER J. & DEBBI J. KRUZEL AND N/F OTHER LANDS OF JARMOC FARMS LLC IN PART AND BY EACH A DISTANCE OF 1207.52 FEET TO A CONCRETE MONUMENT FOUND.

THENCE: N 07° 05' 42" W ALONG THE LAND N/F OTHER LANDS OF JARMOC FARMS LLC A DISTANCE OF 486.72 FEET TO A MONUMENT TO BE SET.

THENCE: S 84° 18' 56" W ALONG THE LAND N/F OTHER LANDS OF JARMOC FARMS LLC A DISTANCE OF 797.90 FEET TO A MONUMENT TO BE SET.

THENCE: N 04° 20' 14" W ALONG THE LAND N/F CHESTER W. SIEMIONKO A DISTANCE OF 263.15 FEET TO A GRANITE MERESTONE FOUND.

THENCE: S 84° 26' 08" W ALONG THE LAND N/F CHESTER W. SIEMIONKO A DISTANCE OF 554.53 FEET TO AN IRON PIN FOUND NEXT TO BROWN STONE.

THENCE: N 02° 58' 31" W ALONG THE LAND N/F LARRY & BONNIE A. PETTIT AND N/F JOHN R. AND SANDRA E. PETRONELLA IN PART AND BY EACH A DISTANCE OF 267.27 FEET TO A CONCRETE MONUMENT FOUND.

THENCE: N 84° 23' 54" E ALONG THE LAND N/F CHESTER W. SIEMIONKO A DISTANCE OF 561.96 FEET TO A CONCRETE MONUMENT.

THENCE: N 04° 20' 14" W ALONG THE LAND N/F CHESTER W. SIEMIONKO A DISTANCE OF 264.80 FEET TO A MONUMENT TO BE SET.

THENCE: N 84° 17' 17" E ALONG THE LAND N/F LAURA M. JARMOC A DISTANCE OF 805.84 FEET TO A MONUMENT.

THENCE: N 84° 26' 00" E ALONG THE LAND N/F LAURA M. JARMOC A DISTANCE OF 467.46 FEET TO A GRANITE MONUMENT FOUND.

THENCE: N 77° 37' 57" E ALONG THE LAND N/F LAUGHLIN ROAD LLC A DISTANCE OF 152.13 FEET TO AN IRON PIN.

THENCE: S 05° 01' 54" E ALONG THE LAND N/F LAUGHLIN ROAD LLC A DISTANCE OF 722.70 FEET TO AN IRON PIN.

THENCE: N 81° 40' 12" E ALONG THE LAND N/F LAUGHLIN ROAD LLC A DISTANCE OF 612.68 FEET TO AN IRON PIN.

THENCE: S 10° 56' 57" E ALONG THE LAND N/F BAY STREET LLC A DISTANCE OF 42.80 FEET TO A CONCRETE MONUMENT FOUND.

THENCE: S 10° 40' 36" E ALONG THE LAND N/F BAY STREET LLC A DISTANCE OF 633.68 FEET TO A MONUMENT FOUND.

THENCE: S 05° 15' 28" E ALONG THE LAND N/F JEAN L. SEYMOUR TRUSTEE A DISTANCE OF 346.24 FEET TO AN IRON PIN FOUND (STUMP).

THENCE: S 10° 14' 17" E ALONG THE LAND N/F JEAN L. SEYMOUR TRUSTEE A DISTANCE OF 532.60 FEET TO AN IRON PIN FOUND.

THENCE: S 63° 19' 01" W ALONG THE LAND N/F NANCY A. PEASE A DISTANCE OF 199.66 FEET TO AN IRON PIN FOUND.

THENCE: S 77° 46' 24" W ALONG THE LAND N/F NANCY A. PEASE A DISTANCE OF 225.00 FEET TO AN IRON PIN FOUND.

THENCE: S 84° 11' 07" W ALONG THE LAND N/F JOHN L. SPOERER A DISTANCE OF 200.00 FEET TO A MONUMENT TO BE SET.

THENCE: S 05° 48' 53" E ALONG THE LAND N/F JOHN L. SPOERER A DISTANCE OF 200.00 FEET TO A MONUMENT TO BE SET ON THE NORTHERLY STREET LINE OF FLETCHER ROAD.

THENCE: S 84° 39' 22" W ALONG THE NORTHERLY STREET LINE OF FLETCHER ROAD A DISTANCE OF 1950.17 FEET TO A MONUMENT TO BE SET, SAID MONUMENT MARKING THE POINT OR PLACE OF BEGINNING.

SAID PARCELS CONTAIN 116.13 ACRES ±

Note: The Premises to which development rights are hereby conveyed shall together constitute one entire and undivided parcel of land for purposes of the Connecticut General Statutes Chapter 422a, notwithstanding that said Premises may be described as one or more parcels of land on this Schedule A. The Premises shall hereafter be conveyed or transferred as a unit, whether or not said Premises are described herein, or have been described in any prior deed, as more than one piece or parcel of land. No subdivision or division of the Premises, or any portion thereof, shall be permitted.

Record & Return to:
Alfano & Flynn, LLC
53 Mountain Road
Suffield CT 06078

SUBORDINATION AGREEMENT

WHEREAS, THE STATE OF CONNECTICUT, DEPARTMENT OF AGRICULTURE, Acting herein by the Office of the Commissioner, pursuant to the provisions and purposes of Section 22-26aa, et seq. of the General Statutes of Connecticut (herein after "**PURCHASER**"), is desirous of purchasing from **JARMOC FARMS, LLC**, a Connecticut limited liability company, having a principal office in the Town of Enfield, County of Hartford and State of Connecticut (herein after "**SELLER**"), development rights to land situated on the general westerly side of Charnley Road and the general northerly and southerly sides of Still Lane, containing 55.12 ± acres, situated in the Town of Enfield, County of Hartford and State of Connecticut, in the amount of **TWO HUNDRED SEVENTY TWO THOUSAND ONE HUNDRED SIXTEEN AND 97/100 (\$272,116.97) DOLLARS.**

AND WHEREAS, said premises are presently encumbered by a mortgage to **Laura Jarmoc**, securing notes in the maximum principal amounts of One Hundred Twenty Five Thousand and 00/100 (\$125,000.00) DOLLARS and Three Hundred Fifty Thousand and 00/100 (\$350,000.00), which Mortgage is dated January 6, 2017, and recorded in Volume 2658 at Page 738 of the Enfield Land Records.

AND WHEREAS, in order to induce the said **PURCHASER** to purchase said Development Rights from **SELLER**, the said **Laura Jarmoc**, is willing to waive priority of her mortgage and agreement as it now encumbers the above referenced premises.

NOW THEREFORE, in order that the said purchase of Development Rights from **SELLER** to **PURCHASER** be conveyed, **Laura Jarmoc** does hereby agree, for herself, her successors and/or assigns, agree with the said **PURCHASER**, to waive and surrender to the said **PURCHASER**, its successors and assigns, such rights and priorities as it the said **PURCHASER** has or ought to have by virtue of the above-described mortgage from **SELLER** to **Laura Jarmoc**, covering the above described premises from **PURCHASER** to **SELLER**, **PURCHASER** shall take precedence over said mortgage and agreement now held by **Laura Jarmoc** on the said premises and shall be entitled to the same rights and privileges, both in law and in equity, as it would have had, if it had been executed, delivered and recorded prior to said mortgage to **Laura Jarmoc**.

IN WITNESS WHEREOF, Laura Jarmoc has hereunto set her hand and seal this 19th day of June, 2017.

Signed, Sealed and Delivered
in the presence of:

Barbara C. Clark
Wanda Clarkson

Laura M Jarmoc
Laura Jarmoc

STATE OF New Hampshire
COUNTY OF Merrimack

On this 19th day of June, 2017, before me, the undersigned, personally appeared Laura Jarmoc, as aforesaid signer of the foregoing instrument and acknowledged the same to be her free act and deed, before me.

[Signature]

Commissioner of the Superior Court
Notary Public
My commission expires:



After recording return to:

Attn: Lease & Title Department
Enfield Solar, LLC
60 FOREST FALLS DRIVE, SUITE 7
Yarmouth, ME 04096

MEMORANDUM OF OPTION AGREEMENT

THE STATE OF CONNECTICUT §
COUNTY OF HARTFORD §

KNOW ALL PERSONS BY THESE PRESENTS: §

THIS MEMORANDUM OF OPTION AGREEMENT (this "Memorandum"), is made, dated and effective as of May 26, 2016 (the "Effective Date"), by LAURA M. JARMOC, an individual, of 31 Sunset Drive, Loudon, NH 03307 ("Owner"), and ENFIELD SOLAR, LLC, a Delaware limited liability company, of 60 Forest Falls Drive, Suite 7, Yarmouth, Maine 04096 ("Optionee"), with regards to the following:

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

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

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

6. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[Signatures appear on following pages]

OWNER:

LAURA M. JARMOC
an individual


LAURA M. JARMOC

STATE OF NEW HAMPSHIRE §
COUNTY OF MERRIMACK §

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

Given under my hand and seal this 30th day of April, 2016.



Notary Public in and for the State of New Hampshire

My Commission Expires:



[Signatures continue on following page]

28299524v1

OPTIONEE:

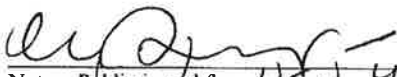
ENFIELD SOLAR, LLC,
a Delaware limited liability company

By: 

STATE OF NEW YORK §
§
COUNTY OF KINGS §

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

Given under my hand and seal this 26 day of MAY, 2016.


Notary Public in and for NEW YORK

My Commission Expires:
MAY 28, 2017



EXHIBIT "A" to
MEMORANDUM OF OPTION AGREEMENT

Description of Property

All that 67.25 acres located on Broad Brook Road in Enfield, Connecticut and being identified by Tax Map ID: 109-4, and all that 4.3 acres located on Bailey Road in Enfield, Connecticut and being identified by Tax Map ID: 109-18, and all that 10 acres located on Bailey Road in Enfield, Connecticut and being identified by Tax Map ID: 109-40, in total 81.55 acres.

NOTICE OF APPLICATION

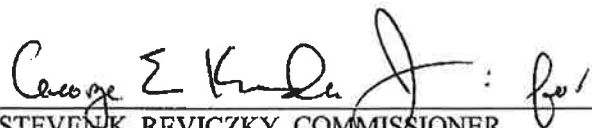
TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN PURSUANT TO CONNECTICUT GENERAL STATUTES CHAPTER 422(a), SECTION 22-26cc THAT STEPHEN JARMOC, MEMBER AND AGENT, OF JARMOC FARMS LLC ALSO KNOWN AS JARMOC FARMS, LLC WITH A PLACE OF BUSINESS AT 33 SCHOOL STREET, ENFIELD, CONNECTICUT, HAS FILED AN APPLICATION FOR CONSIDERATION UNDER THE STATE OF CONNECTICUT PROGRAM FOR THE PRESERVATION OF AGRICULTURAL LANDS.

SAID APPLICATION REFERS TO LAND SITUATED ON THE GENERAL EASTERLY SIDE OF CHARNLEY ROAD, AND THE GENERAL NORTHERLY SIDE OF FLETCHER ROAD IN THE TOWN OF ENFIELD AND IS KNOWN AS MAP 108, LOTS 15 & 21 AT CHARNLEY ROAD AND FLETCHER ROAD, RESPECTIVELY, BY THE ENFIELD TAX ASSESSOR, AS WELL AS LAND SITUATED ON THE GENERAL WESTERLY SIDE OF CHARNLEY ROAD, AND GENERAL NORTHERLY AND SOUTHERLY SIDES OF STILL LANE IN THE TOWN OF ENFIELD AND IS KNOWN AS MAP 103, LOTS 46 & 47 AT STILL LANE, AND MAP 108, LOT 4 AT STILL LANE BY THE ENFIELD TAX ASSESSOR SAID LAND IS RECORDED IN THE ENFIELD LAND RECORDS AT:

<u>VOLUME</u>	<u>PAGE</u>
1838	17
2095	111

DATED AT HARTFORD, CONNECTICUT, THIS 20th DAY OF MARCH, 2017.


STEVEN K. REVICZKY, COMMISSIONER
DEPARTMENT OF AGRICULTURE

File and return to
Holloran + Sage LLP
One Goodwin Square
Hartford CT 06103
Attn RAR

1 INSTRUMENT NUMBER 2017012029 VOL 2668 PG 697

RECD 06/29/2017 10:59:30 AM
SUZANNE F. OLECHNICKI, TOWN CLERK ENFIELD CT
NO CONVEYANCE TAX COLLECTED

Jarmoc Farm II, Enfield
CONVEYANCE OF DEVELOPMENT RIGHTS DEED
State of Connecticut

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETINGS:

KNOW YE THAT JARMOC FARMS, LLC, of the Town of Enfield, County of Hartford and State of Connecticut, (hereinafter referred to as "Grantor"), in consideration of TWO HUNDRED SEVENTY-TWO THOUSAND, ONE HUNDRED SIXTEEN DOLLARS and 97/100 (\$272,116.97) DOLLARS and other good and valuable consideration, received to its full satisfaction from the STATE OF CONNECTICUT, a sovereign entity, do hereby give, grant, bargain, sell and confirm in perpetuity, with WARRANTY COVENANTS, unto the said STATE OF CONNECTICUT, (hereinafter referred to as "Grantee"), its successors and assigns forever, the DEVELOPMENT RIGHTS, as such term is defined in Chapter 422a of the Connecticut General Statutes, as amended to the date hereof, and specifically Section 22-26bb(d) thereof, in and to the following described agricultural land:

ALL THOSE certain pieces or parcels of land situated in the Town of Enfield, County of Hartford, and State of Connecticut, bounded and described in Schedule A attached hereto and made a part hereof, which land is hereinafter referred to as the "Premises".

The rights herein conveyed are conveyed subject to and in accordance with the purposes and provisions of Chapter 422a of the Connecticut General Statutes. The primary purpose of this conveyance is to protect agricultural soils, agricultural viability, and the general productive capacity of the Premises in perpetuity.

Grantor acknowledges that it is the purpose and intent of Chapter 422a of the Connecticut General Statutes that agricultural land be maintained and preserved for farming and food production purposes and that such maintenance and preservation is necessary in order to insure the well-being of the people of the State of Connecticut now and in the future.

Grantor acknowledges that the parties intend by this conveyance to prohibit the division or subdivision of the Premises for any purpose, and to prohibit development of the Premises for residential, commercial, including, but not limited to, commercial recreational, commercial amusement and/or industrial purposes.

This conveyance is made in accordance with the following terms and conditions:

A. Grantor covenants for itself, its legal representatives, heirs, successors and assigns, that the Premises will, at all times, be held and conveyed in their entirety and subject to the following restrictions and such further restrictions as set forth in Paragraph B below:

(1) No building, residential dwelling, structure of any kind, parking lot, driveway, road or other temporary or permanent structure or improvement requiring construction shall be placed upon the Premises except as provided for in Paragraph B below.

(2) The fee simple owner of the Premises shall not divide, subdivide, develop, construct on,

sell, lease or otherwise improve the Premises for uses that result in rendering the Premises no longer agricultural land.

(3) No use shall be made of the Premises, and no activity shall be permitted or conducted thereon which is or may be inconsistent with the perpetual protection and preservation of the Premises as agricultural land, and no activity shall be carried on which is detrimental to the actual or potential agricultural use of the Premises, or detrimental to soil conservation, or to good agricultural management practices.

(4) Said development rights are considered and deemed dedicated to the State of Connecticut in perpetuity in accordance with Chapter 422a of the Connecticut General Statutes.

(5) The Premises to which development rights are hereby conveyed and the real property described on Schedule B (which real property described on Schedule B is hereinafter referred to as "Building Envelope") attached hereto shall together constitute one entire and undivided parcel of land (hereinafter collectively the "Entire Premises") for purposes of the Connecticut General Statutes Chapter 422a, notwithstanding that said Premises and/or Entire Premises may be described as one or more parcels of land on Schedule A and/or Schedule B hereof. The Entire Premises shall be conveyed or transferred as a unit, whether or not said Entire Premises are described herein, or have been described in any prior deed, as more than one piece or parcel of land. No subdivision or division of the Entire Premises, or any portion thereof, shall be permitted.

(6) If the Premises are to be sold or otherwise transferred, the fee simple owner of the Premises shall notify the Commissioner of Agriculture (hereinafter, the "Commissioner") of such impending sale or transfer not more than ninety (90) days before transfer of title to the land and shall provide the Commissioner with the name and address of the transferee, and upon transfer of the Premises, or interest in the Premises, from one landowner to another, the transfer document shall expressly refer to this Conveyance of Development Rights Deed and be subject to its terms.

(7) No residence shall be constructed or placed on the Premises.

(8) The Grantor, his heirs, successors, or assigns, shall conduct all agricultural operations on the Premises in a manner consistent with a conservation plan prepared in consultation with the Natural Resources Conservation Service (NRCS) and approved by the Conservation District and the Commissioner. The Grantor, however, may develop and implement a conservation plan that proposes a higher level of conservation and is consistent with the NRCS standards and specifications. Grantor agrees to review and update the conservation plan at least every five (5) years. Grantor will provide a current copy of any such approved plan to the Commissioner.

In the event of noncompliance with the conservation plan, the Grantee shall work with the Grantor to explore methods of compliance and give the Grantor a reasonable amount of time, not to exceed twelve months, to take corrective action. If the Grantor does not comply with the conservation plan, the Grantee may take all reasonable steps (including efforts at securing voluntary compliance and, if necessary appropriate legal action) to secure compliance with the conservation plan.

The Grantor acknowledges the authority of the Grantee to monitor and enforce compliance with the conservation plan.

(9) This Conveyance of Development Rights Deed does not affect the existing legal obligations of the Grantor. Specifically, but not by way of limitation, the landowner is responsible for payment of all taxes, upkeep and maintenance of the Premises, and any liability arising from personal injury or property damage occurring on the Premises.

(10) The dumping or accumulation of trash, refuse or solid waste on the Premises is prohibited, except that the storage of agricultural products for use on the Premises and biodegradable by-products generated on the Premises is permitted in accordance with all applicable laws and regulations.

(11) Under no circumstances shall any improvement or activity, including but not limited to athletic fields, golf courses or ranges, commercial airstrips or helicopter pads, motocross biking, cell towers or telecommunications facilities, or any other improvement or activity inconsistent with current or future agricultural production be permitted on the Premises.

(12) Any and all alteration, replacement, construction and/or building on the premises (including ponds, lakes, streams, rivers and/or waterways) is only allowed after written notification to and written approval from the Commissioner of Agriculture.

B. Subject to the provisions of Paragraph A above, the Grantor for itself, its legal representatives, heirs, successors and assigns, hereby reserves all other customary rights and privileges of ownership including:

(1) The right to privacy;

(2) The right to carry out regular agricultural practices;

(3) The right to conduct the uses defined in Subsection (q) of Section 1-1 of the Connecticut General Statutes;

(4) The right to lease the Premises or portions thereof for a term of less than 25 years subject to the terms of this conveyance;

(5) The rights of the fee simple owner of the Premises to develop, sell, give or transfer in any way the Premises in its entirety, or otherwise improve the Premises, to preserve, maintain, operate or continue the Premises as agricultural land, including construction, as may be authorized by the Commissioner (after written notification to and written approval by the Commissioner), within the Agricultural Building Envelope as shown on a certain map or plan entitled, "MONUMENTED PROPERTY SURVEY PLAN PREPARED FOR STATE OF CONNECTICUT DEPARTMENT OF AGRICULTURE PROPERTY OF JARMOC FARMS LLC TOTAL OWNED 55.12 ACRES TOTAL RESTRICTED FARMLAND 53.12 ACRES CHARNLEY ROAD & STILL LANE ENFIELD, CONNECTICUT WILLIAM R. PALMBERG & SON LLC LAND SURVEYORS 264 HAZARD AVENUE ENFIELD, CONNECTICUT 06082 860-763-3300 SCALE 1"=100' DATE 2-8-17" SHEET 1 AND 2 OF 2 NO. 2014035, said map having been recorded in the Enfield Land Records (hereinafter the "Survey"), of:

(a) Buildings for animals, roadside stands and farm markets for sale to the consumer of food products and ornamental plants;

(b) Facilities for the storage of equipment used on the Premises and products of the Premises or processing thereof;

- (c) Existing farm roads, as identified in the Premises "Baseline Documentation Report" which is incorporated by reference herein and made a part hereof, and which is on file with the Commissioner and as shown and designated on the Survey, may be maintained and repaired in their current state. No new roads may be constructed, except for approved unpaved farm roads necessary for agricultural operations on the Premises; or
 - (d) Such other improvements, activities and uses thereon as may be directly or incidentally related to the operation of the agricultural enterprise.
- (6) The rights set forth in Paragraph B (5) above, provided that:
- (a) The acreage and productivity of arable land for crops is not materially decreased and due consideration is given to the impact of any decrease in acreage or productivity of such arable land upon the total farm operation; provided however, notwithstanding the foregoing, any new construction of or modification of an existing farm building necessary to the operation of a farm on the Premises including construction, as may be authorized by the Commissioner (after written notification to and written approval by the Commissioner), within the Agricultural Building Envelope as shown on the Survey, shall be limited when added to the total square footage of all buildings (including buffers) on the Premises at the time of the new construction or modification, in the aggregate, to not more than two percent (2%) of the total of such prime farmland and/or statewide important farmland, as defined by the United States Department of Agriculture, on the Premises; provided, however, nothing herein shall permit the total square footage of all Buildings (including buffers) to exceed two percent (2%) of the total of such Premises of which the Grantee has purchased development rights; any new construction or modification of an existing farm building necessary to the operation of a farm may be repaired or replaced at their current location, as indicated on the Survey recorded herewith and as identified in the Baseline Documentation Report on file at the Department of Agriculture;
 - (b) Impervious surfaces, which includes, agricultural buildings (with and without flooring) and paved areas both within and outside the Premises' Agricultural Building Envelope shall not exceed two percent (2%) of the total of such Premises;
 - (c) Existing fences may be repaired and replaced and new fences may be built on the Premises as is necessary for agricultural operations on the Premises, including customary management of livestock;
 - (d) Installation of new utilities is prohibited, except that the fee owner may install utilities necessary for permitted uses of the Premises as long as such installation is not inconsistent with purposes of this conveyance and is done in such a manner as to minimize to the greatest extent possible impact on soils. Existing utilities may be replaced or repaired at their current location; and
 - (e) Nothing herein shall permit the construction of any residence for any purpose.
- (7) The rights of the fee simple owner of the Premises to provide for the extraction of gravel or like natural elements to be used solely on the Premises for purposes directly or incidentally related to the operation of the agricultural enterprise. Gravel excavation incidental to the farm operation means removal of sand and gravel material from one location on the farm for use on another location on the farm for either construction or repair of farm roads, and/or bedding material for livestock, and/or as building materials for permitted construction of new farm buildings or residences or repair to existing farm buildings. The active borrow area of all gravel excavation cannot disturb more than one percent

(1%) of the total acreage of prime farmland soils present when development rights were purchased by the Grantee and requires prior written approval of the Commissioner. In addition, the active borrow area of all gravel excavation plus any other developed and/or impervious areas cannot disturb more than two percent (2%) of the total acreage of prime farmland soils present when development rights were purchased by the Grantee and requires prior written approval of the Commissioner.

(8) The rights of the fee simple owner of the Premises to the existing water and mineral rights, exclusive of gravel, except that no extraction or removal of minerals by any surface mining method shall be permitted. Furthermore, retention of such mineral rights is made subject to the purposes and provisions of Paragraphs A (2) and A (3), above. The fee simple owner shall retain all water rights necessary for present or future agricultural production on the Premises and shall not transfer, encumber, lease, sell or otherwise separate such quantity of water rights from title to the Premises.

C. The parties hereby covenant and agree that:

(1) The Commissioner and/or his/her representative(s) may enter upon the Premises at all reasonable times for the purpose of determining compliance with the provisions of the conveyance and of Section 22-26cc of the Connecticut General Statutes.

(2) Grantee, its/their successors and assigns, shall have the right to enforce the restrictions contained in this conveyance by appropriate legal proceedings, including but not limited to, the right to require the restoration of the Premises to its condition at the time of the conveyance, as modified by any uses and alterations permitted under this conveyance.

(3) For purposes of enforcement, the development rights hereby conveyed constitute a conservation restriction on the Premises in favor of the Grantee and its successors and assigns pursuant to CGS Section 47-42a, as amended. Pursuant to CGS Section 47-42b, as amended, these development rights restrictions shall not be unenforceable on account of lack of privity of estate or contract, or lack of benefit to particular land or on account of the benefit or restriction being assignable or assigned to any other governmental body. Pursuant to CGS 47-42c, this development rights restriction may be enforced by injunction or proceedings in equity, or in any other manner permitted by law, including but not limited to enforcement pursuant to the provisions of Chapter 422a of the Connecticut General Statutes.

(4) The provisions of Regulations of Connecticut State Agencies Sections 22-26gg-1 et seq, as amended to the date hereof, are hereby incorporated by reference and made a part hereof and shall be complied with by the Grantor.

(5) The Grantor and Grantee agree that the natural characteristics, ecological features, physical and man-made conditions of the Premises at the time of this grant are documented in the Baseline Documentation Report. Grantee may use the Baseline Documentation Report, the Survey and description referenced in Schedule A in enforcing provisions of this conveyance, but are not limited to the use of the Baseline Documentation Report, the Survey and said description to show a change of conditions.

(6) Grantor warrants that Grantor has good title to the Premises; that the fee owner has the right to convey the development rights to the Premises; and that the Premises are free and clear of any encumbrances, except as to those listed on Schedule B, if any.

(7) "Environmental Law" or "Environmental Laws" means any and all Federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

(8) To the best of the Grantors knowledge, information and belief, grantor warrants that it is in compliance with and shall remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Premises.

(9) This conveyance may be amended only if in the sole and exclusive judgment of the Grantee such amendment furthers or is not inconsistent with the purposes of this development rights conveyance or conservation easement, and subject to and in accordance with the provisions of Connecticut General Statutes, Section 22-26cc(c). Any such amendment must be mutually agreed upon by the Grantee and Grantor, signed and duly recorded by the parties and comply with all applicable laws and regulations.

(10) As used herein:

- (a) Development Rights shall mean those rights as defined in Chapter 422a of the Connecticut General Statutes, as amended to the date hereof, and, specifically, Section 22-26bb (d) thereof. Further, said rights constitute a conservation restriction as defined by the Connecticut General Statutes, Section 47-42a, as amended to the date hereof; and
- (b) Development rights restriction(s), conservation easement(s), development rights easement(s), agricultural easement(s), restriction(s), and easement(s) shall mean Developments Rights as defined in subparagraph (a) above and "conservation restriction" as defined in Chapter 822 of the Connecticut General Statutes, as amended to the date hereof, and, specifically, Section 47- 42a (a) thereof.

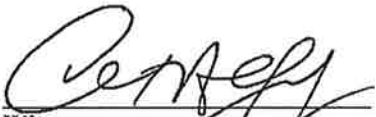
(11) Nothing herein shall constitute a waiver of the sovereignty of the State of Connecticut.


TO HAVE AND TO HOLD the above granted DEVELOPMENT RIGHTS, unto it, the said Grantee, its successors and assigns forever, to them and their own proper use and behoof.

IN WITNESS WHEREOF, the said Grantor, has hereunto set its hand and seals this 12th day of June, 2017.

Signed, Sealed and Delivered
in the Presence of:

JARMOC FARMS, LLC

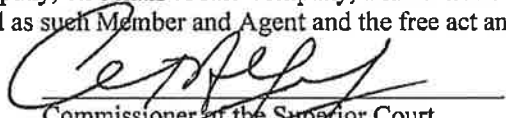

Witness:
Charles T. Alfano, Jr.


By: Stephen Jarmoc
Its Member & Agent
Duly Authorized



Witness:
Joanne N. Monsonis

State of Connecticut)
) ss. Suffield
County of Hartford)

The foregoing instrument was acknowledged before me this 12th day of June, 2017 by Stephen Jarmoc, Member and Agent, of Jarmoc Farms, LLC, a Connecticut limited liability company, on behalf of said company, and acknowledged signing of said instrument to be his free act and deed as such Member and Agent and the free act and deed of said corporation.


Commissioner of the Superior Court
~~Notary Public~~ Charles T. Alfano, Jr.
My commission expires:

Approved as to Form:


Joseph Rubin
Associate Attorney General

Date: 6/21/17

SCHEDULE A

ALL CERTAIN PIECES OR PARCELS OF LAND SITUATED ON THE GENERAL WESTERLY SIDE OF CHARNLEY ROAD AND THE GENERAL NORTHERLY AND SOUTHERLY SIDES OF STILL LANE IN THE TOWN OF ENFIELD, COUNTY OF HARTFORD, STATE OF CONNECTICUT AND SHOWN ON A MAP OR PLAN ENTITLED "MONUMENTED PROPERTY SURVEY PLAN PREPARED FOR STATE OF CONNECTICUT DEPARTMENT OF AGRICULTURE FARMLAND PRESERVATION PROGRAM PROPERTY OF JARMOC FARMS LLC TOTAL OWNED 55.12 ACRES TOTAL RESTRICTED FARMLAND 53.12 ACRES CHARNLEY ROAD & STILL LANE ENFIELD, CONNECTICUT WILLIAM R. PALMBERG & SON LLC LAND SURVEYORS 264 HAZARD AVENUE ENFIELD, CONNECTICUT 06082 860-763-3300 SCALE 1"=100' DATE 2-8-17" SHEETS 1 & 2 of 2 CHECKED WRP NO. 2014035 TO BE PLACED IN THE ENFIELD LAND RECORDS. SAID PARCELS ARE MORE PARTICULARLY BOUND AND DESCRIBED AS FOLLOWS:

NORTHERLY PARCEL

BEGINNING AT A POINT ON THE EASTERLY LINE OF THE NEW YORK, NEW HAVEN & HARTFORD RAILROAD COMPANY AT THE SOUTHERN CORNER OF LAND OF LAURA M. JARMOC SAID POINT MARKED BY AN IRON PIPE.

THENCE: S 70° 43' 40" E ALONG LAND OF SAID N/F LAURA M. JARMOC AND LAND OF THE TOWN OF ENFIELD A DISTANCE OF 480.92 FEET TO A FENCE POST.

THENCE: N 85° 33' 45" E ALONG THE LAND OF N/F THE TOWN OF ENFIELD A DISTANCE OF 256.10 FEET TO AN IRON PIPE.

THENCE: S 08° 38' 21" E ALONG THE LANDS OF N/F PHILIP N. & KATHLEEN ARMENTANO, N/F CLIFFORD & JULIE WEEKS, N/F MARRIANNE F. SULLO, N/F DONALD M. GLEASON, N/F GEORGE E. & LISA A. HAYNES PARTLY BY EACH A DISTANCE OF 947.11 FEET TO A CONCRETE MONUMENT TO BE SET.

THENCE: N 82° 55' 46" E ALONG LAND OF N/F GEORGE E. & LISA A. HAYNES A DISTANCE OF 289.21 FEET TO A CONCRETE MONUMENT TO BE SET.

THENCE: S 15° 30' 53" E ALONG LAND OF N/F STEVEN C. & SANDRA M. HAYWARD A DISTANCE OF 175.00 FEET TO A CONCRETE MONUMENT TO BE SET.

THENCE: CONTINUING N. 82° 55' 46" E ALONG LAND OF N/F STEVEN C. & SANDRA M. HAYWARD A DISTANCE OF 255.00 FEET TO AN IRON PIN ON THE WESTERLY STREET LINE OF CHARNLEY ROAD.

THENCE: S 06° 11' 23" E ALONG THE WESTERLY LINE OF CHARNLEY ROAD A DISTANCE OF 448.53 FEET TO AN IRON PIN TO BE SET AT THE GENERAL NORTHEASTERLY CORNER OF OTHER LANDS OF JARMOC FARMS LLC, EXCLUDED FROM P.D.R. BUT TIED TO THE FARM, CANNOT BE SOLD SEPARATELY.

THENCE: S 84° 04' 35" W ALONG SAID OTHER LANDS OF JARMOC FARMS LLC A DISTANCE OF 206.49 FEET TO AN IRON PIN TO BE SET.

THENCE: S 05° 55' 25" E ALONG SAID OTHER LANDS OF JARMOC FARMS LLC A DISTANCE OF 378.00 FEET TO AN IRON PIN TO BE SET AT THE NORTHERLY LINE OF STILL LANE.

THENCE: N 74° 04' 27" W ALONG THE NORTHERLY LINE OF STILL LANE A DISTANCE OF 224.67 FEET TO AN IRON PIPE.

THENCE: N 06° 07' 30" W ALONG LAND OF N/F BRIAN J. & JOAN A. JAMBARO A DISTANCE OF 234.41 FEET TO A MONUMENT TO BE SET.

THENCE: N 74° 25' 30" W ALONG LAND OF N/F BRIAN J. & JOAN A. JAMBARO A DISTANCE OF 200.00 FEET TO A MONUMENT TO BE SET.

THENCE: S 06° 07' 30" E ALONG LAND OF N/F BRIAN J. & JOAN A. JAMBARO A DISTANCE OF 230.88 FEET TO A MONUMENT IN THE NORTHERLY LINE OF STILL LANE.

THENCE: N 74° 12' 45" W ALONG THE NORTHERLY LINE OF STILL LANE A DISTANCE OF 350.31 TO A MONUMENT TO BE SET.

THENCE: N 43° 22' 17" W ALONG THE NORTHERLY LINE OF STILL LANE A DISTANCE OF 565.25 FEET TO A MONUMENT TO BE SET.

THENCE: N 51° 01' 12" W ALONG THE NORTHERLY LINE OF STILL LANE A DISTANCE OF 406.90 FEET TO A MONUMENT TO BE SET.

THENCE: N 57° 25' 09" W ALONG THE NORTHERLY LINE OF STILL LANE A DISTANCE OF 241.40 FEET TO A CONCRETE MONUMENT TO BE SET ON THE EASTERLY LINE OF THE N/F NEW YORK, NEW HAVEN & HARTFORD RAILROAD COMPANY.

THENCE: N 18° 19' 10" E ALONG THE EASTERLY LINE OF THE NEW YORK, NEW HAVEN & HARTFORD RAILROAD. A DISTANCE OF 1063.06 FEET TO AN IRON PIPE, SAID IRON PIN MARKING THE POINT OR PLACE OF BEGINNING.

SAID NORTHERLY PARCEL CONTAINS 42.13 ACRES±

SOUTHERLY PARCEL

BEGINNING AT A MONUMENT TO BE SET ON THE SOUTHERLY LINE OF STILL LANE SO CALLED A DISTANCE OF 765.77 FEET FROM ITS INTERSECTION WITH CHARNLEY ROAD.

THENCE: S 02° 05' 32" W ALONG LAND OF N/F JOHN H. & BETH L. FIELD A DISTANCE OF 203.67 FEET TO A MONUMENT TO BE SET.

THENCE: S 00° 19' 33" W ALONG LAND OF N/F MARY THERESA MAXWELL A DISTANCE OF 121.83 FEET TO A MONUMENT TO BE SET.

THENCE: N 86° 26' 42" W ALONG LAND OF N/F MARY THERESA MAXWELL A DISTANCE OF 1060.79 FEET TO A MONUMENT TO BE SET.

THENCE: N 24° 49' 58" E ALONG LAND OF N/F NURSERYMAN INC. AND KOGUT FLORIST A DISTANCE OF 763.31 FEET TO A MONUMENT TO BE SET.

THENCE: S 43° 22' 17" E ALONG LAND OF N/F MARTIN KEANE A DISTANCE OF 210.00 FEET TO A MONUMENT TO BE SET.

THENCE: N 31° 58' 43" E ALONG LAND OF N/F MARTIN KEANE A DISTANCE OF 201.53 FEET TO A MONUMENT TO BE SET ON THE SOUTHERLY LINE OF STILL LANE.

THENCE: S 43° 22' 17" E ALONG THE SOUTHERLY LINE OF STILL LANE A DISTANCE OF 338.86 FEET TO A MONUMENT TO BE SET.

THENCE: S 74° 24' 32" E ALONG THE SOUTHERLY LINE OF STILL LANE A DISTANCE OF 272.71 FEET TO A MONUMENT TO BE SET, SAID MONUMENT MARKING THE POINT OR PLACE OF BEGINNING.

SAID SOUTHERLY PARCEL CONTAINS 10.99 ACRES±

Note: Schedules A and B (the "Entire Premises") shall constitute one entire and undivided parcel of land for purposes of the Connecticut General Statutes Chapter 422a, notwithstanding that said Entire Premises may be described as one or more parcels of land on Schedules A and/or B. The Entire Premises shall hereafter be conveyed or transferred as a unit, whether or not said Entire Premises are described herein, or have been described in any prior deed, as more than one piece or parcel of land. No subdivision or division of the Entire Premises, or any portion thereof, shall be permitted.

SCHEDULE B

A CERTAIN PIECE OR PARCEL OF LAND SITUATED ON THE GENERAL WESTERLY SIDE OF CHARNLEY ROAD AND THE GENERAL NORTHERLY SIDE OF STILL LANE IN THE TOWN OF ENFIELD, COUNTY OF HARTFORD, STATE OF CONNECTICUT AND SHOWN AS "OTHER LANDS OF JARMOC FARMS LLC, EXCLUDED FROM P.D.R. BUT TIED TO THE FARM, CANNOT BE SOLD SEPARATELY. UNRESTRICTED ENVELOPE 87,212 S.F.± 2.00 ACRES± NOT AN APPROVED LOT" ON A MAP OR PLAN ENTITLED "MONUMENTED PROPERTY SURVEY PLAN PREPARED FOR STATE OF CONNECTICUT DEPARTMENT OF AGRICULTURE FARMLAND PRESERVATION PROGRAM PROPERTY OF JARMOC FARMS LLC TOTAL OWNED 55.12 ACRES TOTAL RESTRICTED FARMLAND 53.12 ACRES CHARNLEY ROAD & STILL LANE ENFIELD, CONNECTICUT WILLIAM R. PALMBERG & SON LLC LAND SURVEYORS 264 HAZARD AVENUE ENFIELD, CONNECTICUT 06082 860-763-3300 SCALE 1"=100' DATE 2-8-17" SHEETS 1 & 2 of 2 CHECKED WRP NO. 2014035 TO BE PLACED IN THE ENFIELD LAND RECORDS. SAID PARCEL IS MORE PARTICULARLY BOUND AND DESCRIBED AS FOLLOWS:

BEGINNING AT A MONUMENT TO BE SET ON THE NORTHERLY LINE OF STILL LANE AT THE INTERSECTION WITH CHARNLEY ROAD.

THENCE: N 74° 04' 27" W ALONG THE NORTHERLY STREET LINE OF STILL LANE A DISTANCE OF 225.33 FEET TO AN IRON PIN TO BE SET AT THE SOUTHWESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED.

THENCE: N 05° 55' 25" W ALONG SAID OTHER LANDS OF JARMOC FARMS LLC A DISTANCE OF 378.00 FEET TO AN IRON PIN TO BE SET AT THE NORTHWESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED.

THENCE: N 84° 04' 35" E ALONG SAID OTHER LANDS OF JARMOC FARMS LLC A DISTANCE OF 206.49 FEET TO AN IRON PIN TO BE SET ON THE WESTERLY STREET LINE OF CHARNLEY ROAD AT THE NORTHEASTERLY CORNER OF THE PARCEL HEREIN DESCRIBED.

THENCE: S 06° 11' 23" E ALONG WESTERLY STREET LINE OF CHARNLEY ROAD A DISTANCE OF 461.87 FEET TO A MONUMENT TO BE SET AT THE POINT OR PLACE OF BEGINNING.

SAID PARCEL CONTAINS 2.00 ACRES±

Note: Schedules A and B (the "Entire Premises") shall constitute one entire and undivided parcel of land for purposes of the Connecticut General Statutes Chapter 422a, notwithstanding that said Entire Premises may be described as one or more parcels of land on Schedules A and/or B. The Entire Premises shall hereafter be conveyed or transferred as a unit, whether or not said Entire Premises are described herein, or have been described in any prior deed, as more than one piece or parcel of land. No subdivision or division of the Entire Premises, or any portion thereof, shall be permitted.

Record & Return to:
Alfano & Flynn, LLC
53 Mountain Road
Suffield CT 06078

INSTR # 2017012023
VOL 2668 PG 675 06/29/2017 10:59:30 AM
RECORDED IN ENFIELD CT
SUZANNE F. OLECHNICKI TOWN CLERK

SUBORDINATION AGREEMENT

WHEREAS, THE STATE OF CONNECTICUT, DEPARTMENT OF AGRICULTURE. Acting herein by the Office of the Commissioner, pursuant to the provisions and purposes of Section 22-26aa, et seq. of the General Statutes of Connecticut (herein after "**PURCHASER**"), is desirous of purchasing from **JARMOC FARMS, LLC**, a Connecticut limited liability company, having a principal office in the Town of Enfield, County of Hartford and State of Connecticut (herein after "**SELLER**"), development rights to land situated on the general easterly side of Charnley Road and the general northerly side of Fletcher Road, containing 116.13 ± acres, situated in the Town of Enfield, County of Hartford and State of Connecticut, in the amount of **SEVEN HUNDRED TWENTY TWO THOUSAND FIVE HUNDRED EIGHTY SIX AND 41/100 (\$722,586.41) DOLLARS.**

AND WHEREAS, said premises are presently encumbered by a mortgage to **First Pioneer Farm Credit, ACA**, in the maximum principal amount of **TWO MILLION THREE HUNDRED THOUSAND AND 00/100 (\$2,300,000.00) DOLLARS** which Mortgage is dated August 2, 2004 and recorded in Volume 1903 at Page 74 of the Enfield Land Records;

AND WHEREAS, said premises are presently encumbered by a mortgage to **First Pioneer Farm Credit, ACA**, in the maximum principal amount of **TWO MILLION THREE HUNDRED THOUSAND AND 00/100 (\$2,300,000.00) DOLLARS** which Mortgage is dated August 2, 2004 and recorded in Volume 1983 at Page 82 of the Enfield Land Records;

AND WHEREAS, said premises are presently encumbered by a mortgage to **First Pioneer Farm Credit, ACA**, in the maximum principal amount of **TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS** which Mortgage is dated November 9, 2005 and recorded in Volume 2095 at Page 125 of the Enfield Land Records;

AND WHEREAS, said premises are presently encumbered by a mortgage to **Farm Credit East, ACA**, in the maximum principal amount of **FIVE HUNDRED THOUSAND AND 00/100 (\$500,000.00) DOLLARS** which Mortgage is dated November 10, 2010 and recorded in Volume 2522 at Page 453 of the Enfield Land Records;

AND WHEREAS, in order to induce the said **PURCHASER** to purchase said Development Rights from **SELLER**, the said **Farm Credit East, ACA** successor by merger to **First Pioneer Farm Credit, ACA**, is willing to waive priority of its mortgages and agreements as it now encumbers the above referenced premises.

Record & Return to:
Alfano & Flynn, LLC
53 Mountain Road
Suffield CT 06078

SUBORDINATION AGREEMENT

WHEREAS, THE STATE OF CONNECTICUT, DEPARTMENT OF AGRICULTURE. Acting herein by the Office of the Commissioner, pursuant to the provisions and purposes of Section 22-26aa, et seq. of the General Statutes of Connecticut (herein after "**PURCHASER**"), is desirous of purchasing from **JARMOC FARMS, LLC**, a Connecticut limited liability company, having a principal office in the Town of Enfield, County of Hartford and State of Connecticut (herein after "**SELLER**"), development rights to land situated on the general easterly side of Charnley Road and the general northerly side of Fletcher Road, containing 116.13 ± acres, situated in the Town of Enfield, County of Hartford and State of Connecticut, in the amount of **SEVEN HUNDRED TWENTY TWO THOUSAND FIVE HUNDRED EIGHTY SIX AND 41/100 (\$722,586.41) DOLLARS.**

AND WHEREAS, said premises are presently encumbered by a mortgage to **Laura Jarmoc**, securing notes in the maximum principal amounts of One Hundred Twenty Five Thousand and 00/100 (\$125,000.00) DOLLARS and Three Hundred Fifty Thousand and 00/100 (\$350,000.00), which Mortgage encumbers a portion of the above referenced premises and which Mortgage is dated January 6, 2017, and recorded in Volume 2658 at Page 738 of the Enfield Land Records.

AND WHEREAS, in order to induce the said **PURCHASER** to purchase said Development Rights from **SELLER**, the said **Laura Jarmoc**, is willing to waive priority of her mortgage and agreement as it now encumbers the above referenced premises.

NOW THEREFORE, in order that the said purchase of Development Rights from **SELLER** to **PURCHASER** be conveyed, **Laura Jarmoc** does hereby agree, for herself, her successors and/or assigns, agree with the said **PURCHASER**, to waive and surrender to the said **PURCHASER**, its successors and assigns, such rights and priorities as it the said **PURCHASER** has or ought to have by virtue of the above-described mortgage from **SELLER** to **Laura Jarmoc**, covering the above described premises from **PURCHASER** to **SELLER**, **PURCHASER** shall take precedence over said mortgage and agreement now held by **Laura Jarmoc** on the said premises and shall be entitled to the same rights and privileges, both in law and in equity, as it would have had, if it had been executed, delivered and recorded prior to said mortgage to **Laura Jarmoc**.

IN WITNESS WHEREOF, Laura Jarmoc has hereunto set her hand and seal this 19th day
of June, 2017.

Signed, Sealed and Delivered
in the presence of:

Bailey Cufel
Wanda Clarkson

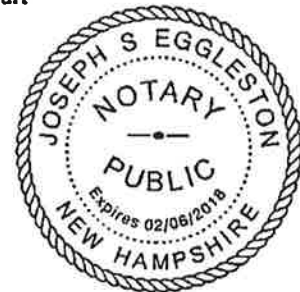
Laura Jarmoc
Laura Jarmoc

STATE OF New Hampshire
COUNTY OF Merrimack

On this 19th day of June, 2017, before me, the undersigned, personally appeared
Laura Jarmoc, as aforesaid signer of the foregoing instrument and acknowledged the same to be her free
act and deed, before me.

[Signature]

Commissioner of the Superior Court
Notary Public
My commission expires:



Record & Return to:
Alfano & Flynn, LLC
53 Mountain Road
Suffield CT 06078

SUBORDINATION AGREEMENT

WHEREAS, THE STATE OF CONNECTICUT, DEPARTMENT OF AGRICULTURE. Acting herein by the Office of the Commissioner, pursuant to the provisions and purposes of Section 22-26aa, ct seq. of the General Statutes of Connecticut (herein after "**PURCHASER**"), is desirous of purchasing from **JARMOC FARMS, LLC**, a Connecticut limited liability company, having a principal office in the Town of Enfield, County of Hartford and State of Connecticut (herein after "**SELLER**"), development rights to land situated on the general westerly side of Charnley Road and the general northerly and southerly sides of Still Lane, containing 55.12 ± acres, situated in the Town of Enfield, County of Hartford and State of Connecticut, in the amount of **TWO HUNDRED SEVENTY TWO THOUSAND ONE HUNDRED SIXTEEN AND NO/100 (\$272,116.97) DOLLARS.**

AND WHEREAS, said premises are presently encumbered by a mortgage to **First Pioneer Farm Credit, ACA**, in the maximum principal amount of **TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS** which Mortgage is dated November 9, 2005 and recorded in Volume 2095 at Page 125 of the Enfield Land Records;

AND WHEREAS, in order to induce the said **PURCHASER** to purchase said Development Rights from **SELLER**, the said **Farm Credit East, ACA** successor by merger to **First Pioneer Farm Credit, ACA**, is willing to waive priority of its mortgages and agreements as it now encumbers the above referenced premises.

NOW THEREFORE, in order that the said purchase of Development Rights from **SELLER** to **PURCHASER** be conveyed, **Farm Credit East, ACA** does hereby agree, for itself, its successors and/or assigns, agree with the said **PURCHASER**, to waive and surrender to the said **PURCHASER**, its successors and assigns, such rights and priorities as it the said **PURCHASER** has or ought to have by virtue of the above-described mortgage from **SELLER** to **First Pioneer Farm Credit, ACA**, covering the above described premises from **PURCHASER** to **SELLER**, **PURCHASER** shall take precedence over said mortgage and agreement now held by **Farm Credit East, ACA** on the said premises and shall be entitled to the same rights and privileges, both in law and in equity, as it would have had, if it had been executed, delivered and recorded prior to said mortgage to **Farm Credit East, ACA**.

Record & Return to:
Alfano & Flynn, LLC
53 Mountain Road
Suffield CT 06078

SUBORDINATION AGREEMENT

WHEREAS, THE STATE OF CONNECTICUT, DEPARTMENT OF AGRICULTURE. Acting herein by the Office of the Commissioner, pursuant to the provisions and purposes of Section 22-26aa, et seq. of the General Statutes of Connecticut (herein after "**PURCHASER**"), is desirous of purchasing from **JARMOC FARMS, LLC**, a Connecticut limited liability company, having a principal office in the Town of Enfield, County of Hartford and State of Connecticut (herein after "**SELLER**"), development rights to land situated on the general westerly side of Charnley Road and the general northerly and southerly sides of Still Lane, containing 55.12 ± acres, situated in the Town of Enfield, County of Hartford and State of Connecticut, in the amount of **TWO HUNDRED SEVENTY TWO THOUSAND ONE HUNDRED SIXTEEN AND 97/100 (\$272,116.97) DOLLARS.**

AND WHEREAS, said premises are presently encumbered by a mortgage to **Laura Jarmoc**, securing notes in the maximum principal amounts of One Hundred Twenty Five Thousand and 00/100 (\$125,000.00) DOLLARS and Three Hundred Fifty Thousand and 00/100 (\$350,000.00), which Mortgage is dated January 6, 2017, and recorded in Volume 2658 at Page 738 of the Enfield Land Records.

AND WHEREAS, in order to induce the said **PURCHASER** to purchase said Development Rights from **SELLER**, the said **Laura Jarmoc**, is willing to waive priority of her mortgage and agreement as it now encumbers the above referenced premises.

NOW THEREFORE, in order that the said purchase of Development Rights from **SELLER** to **PURCHASER** be conveyed, **Laura Jarmoc** does hereby agree, for herself, her successors and/or assigns, agree with the said **PURCHASER**, to waive and surrender to the said **PURCHASER**, its successors and assigns, such rights and priorities as it the said **PURCHASER** has or ought to have by virtue of the above-described mortgage from **SELLER** to **Laura Jarmoc**, covering the above described premises from **PURCHASER** to **SELLER**, **PURCHASER** shall take precedence over said mortgage and agreement now held by **Laura Jarmoc** on the said premises and shall be entitled to the same rights and privileges, both in law and in equity, as it would have had, if it had been executed, delivered and recorded prior to said mortgage to **Laura Jarmoc**.

IN WITNESS WHEREOF, Laura Jarmoc has hereunto set her hand and seal this 19th day of June, 2017.

Signed, Sealed and Delivered
in the presence of:

Barbara Crawford
Wanda Clarkson

Laura M Jarmoc
Laura Jarmoc

STATE OF New Hampshire
COUNTY OF Merrimack

On this 19th day of June, 2017, before me, the undersigned, personally appeared Laura Jarmoc, as aforesaid signer of the foregoing instrument and acknowledged the same to be her free act and deed, before me.

[Signature]

Commissioner of the Superior Court
Notary Public
My commission expires:



JARMOC FARM 2 - ENFIELD
to
THE STATE OF CONNECTICUT

NOTICE OF ACQUISITION OF DEVELOPMENT RIGHTS

Pursuant to Section 22-26cc(h) of the Connecticut General Statutes, notice is hereby given that pursuant to Chapter 422(a) of the Connecticut General Statutes, the State of Connecticut, acting by and through the Commissioner of Agriculture, has acquired development rights as such term is defined in Section 22-26bb(d) of the Connecticut General Statutes, from the Jarmoc Farms, LLC, such party being the fee owner of agricultural land, as such term is defined in Section 22-26bb(a) of the Connecticut General Statutes. The land upon which such development rights have been acquired is located in the Town of Enfield, County of Hartford, and is defined in Schedule A attached hereto and made a part hereof.

It is the purpose and intent of such conveyance to protect such land as agricultural land in accordance with the Statement of Intent set forth in Section 22-26aa of the Connecticut General Statutes so as to benefit the well being of the people of the State of Connecticut now and in the future.

For a more detailed description of the restrictions on such land, reference is made to that certain Conveyance of Development Rights Deed from Jarmoc Farms, LLC to the State of Connecticut dated June 12, 2017, which has been recorded in the Land Records of the Town of Enfield on June, 29, 2017, at 10:59 a.m. /~~XXXX~~

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 26th day of

JUNE, 2017.

Signed, sealed and delivered in the presence of:

Witness: Linda Rotgwiez

Witness: _____

Steven K. Renciczky
Commissioner

STATE OF CONNECTICUT

)

) SS: Hartford

COUNTY OF HARTFORD

)

The foregoing instrument was acknowledged before me this 27th day of June, 2017, by Steven K. Roviczky, Commissioner of Agriculture.

Jason E. Bowsza
Notary Public

My commission expires: 04/30/202

SCHEDULE A

ALL CERTAIN PIECES OR PARCELS OF LAND SITUATED ON THE GENERAL WESTERLY SIDE OF CHARNLEY ROAD AND THE GENERAL NORTHERLY AND SOUTHERLY SIDES OF STILL LANE IN THE TOWN OF ENFIELD, COUNTY OF HARTFORD, STATE OF CONNECTICUT AND SHOWN ON A MAP OR PLAN ENTITLED "MONUMENTED PROPERTY SURVEY PLAN PREPARED FOR STATE OF CONNECTICUT DEPARTMENT OF AGRICULTURE FARMLAND PRESERVATION PROGRAM PROPERTY OF JARMOC FARMS LLC TOTAL OWNED 55.12 ACRES TOTAL RESTRICTED FARMLAND 53.12 ACRES CHARNLEY ROAD & STILL LANE ENFIELD, CONNECTICUT WILLIAM R. PALMBERG & SON LLC LAND SURVEYORS 264 HAZARD AVENUE ENFIELD, CONNECTICUT 06082 860-763-3300 SCALE 1"=100' DATE 2-8-17" SHEETS 1 & 2 of 2 CHECKED WRP NO. 2014035 TO BE PLACED IN THE ENFIELD LAND RECORDS. SAID PARCELS ARE MORE PARTICULARLY BOUND AND DESCRIBED AS FOLLOWS:

NORTHERLY PARCEL

BEGINNING AT A POINT ON THE EASTERLY LINE OF THE NEW YORK, NEW HAVEN & HARTFORD RAILROAD COMPANY AT THE SOUTHERN CORNER OF LAND OF LAURA M. JARMOC SAID POINT MARKED BY AN IRON PIPE.

THENCE: S 70° 43' 40" E ALONG LAND OF SAID N/F LAURA M. JARMOC AND LAND OF THE TOWN OF ENFIELD A DISTANCE OF 480.92 FEET TO A FENCE POST.

THENCE: N 85° 33' 45" E ALONG THE LAND OF N/F THE TOWN OF ENFIELD A DISTANCE OF 256.10 FEET TO AN IRON PIPE.

THENCE: S 08° 38' 21" E ALONG THE LANDS OF N/F PHILIP N. & KATHLEEN ARMENTANO, N/F CLIFFORD & JULIE WEEKS, N/F MARRIANNE F. SULLO, N/F DONALD M. GLEASON, N/F GEORGE E. & LISA A. HAYNES PARTLY BY EACH A DISTANCE OF 947.11 FEET TO A CONCRETE MONUMENT TO BE SET.

THENCE: N 82° 55' 46" E ALONG LAND OF N/F GEORGE E. & LISA A. HAYNES A DISTANCE OF 289.21 FEET TO A CONCRETE MONUMENT TO BE SET.

THENCE: S 15° 30' 53" E ALONG LAND OF N/F STEVEN C. & SANDRA M. HAYWARD A DISTANCE OF 175.00 FEET TO A CONCRETE MONUMENT TO BE SET.

THENCE: CONTINUING N 82° 55' 46" E ALONG LAND OF N/F STEVEN C. & SANDRA M. HAYWARD A DISTANCE OF 255.00 FEET TO AN IRON PIN ON THE WESTERLY STREET LINE OF CHARNLEY ROAD.

THENCE: S 06° 11' 23" E ALONG THE WESTERLY LINE OF CHARNLEY ROAD A DISTANCE OF 448.53 FEET TO AN IRON PIN TO BE SET AT THE GENERAL NORTHEASTERLY CORNER OF OTHER LANDS OF JARMOC FARMS LLC, EXCLUDED FROM P.D.R. BUT TIED TO THE FARM, CANNOT BE SOLD SEPARATELY.

THENCE: S 84° 04' 35" W ALONG SAID OTHER LANDS OF JARMOC FARMS LLC A DISTANCE OF 206.49 FEET TO AN IRON PIN TO BE SET.

THENCE: S 05° 55' 25" E ALONG SAID OTHER LANDS OF JARMOC FARMS LLC A DISTANCE OF 378.00 FEET TO AN IRON PIN TO BE SET AT THE NORTHERLY LINE OF STILL LANE.

THENCE: N 74° 04' 27" W ALONG THE NORTHERLY LINE OF STILL LANE A DISTANCE OF 224.67 FEET TO AN IRON PIPE.

THENCE: N 06° 07' 30" W ALONG LAND OF N/F BRIAN J. & JOAN A. JAMBARO A DISTANCE OF 234.41 FEET TO A MONUMENT TO BE SET.

THENCE: N 74° 25' 30" W ALONG LAND OF N/F BRIAN J. & JOAN A. JAMBARO A DISTANCE OF 200.00 FEET TO A MONUMENT TO BE SET.

THENCE: S 06° 07' 30" E ALONG LAND OF N/F BRIAN J. & JOAN A. JAMBARO A DISTANCE OF 230.88 FEET TO A MONUMENT IN THE NORTHERLY LINE OF STILL LANE.

THENCE: N 74° 12' 45" W ALONG THE NORTHERLY LINE OF STILL LANE A DISTANCE OF 350.31 TO A MONUMENT TO BE SET.

THENCE: N 43° 22' 17" W ALONG THE NORTHERLY LINE OF STILL LANE A DISTANCE OF 565.25 FEET TO A MONUMENT TO BE SET.

THENCE: N 51° 01' 12" W ALONG THE NORTHERLY LINE OF STILL LANE A DISTANCE OF 406.90 FEET TO A MONUMENT TO BE SET.

THENCE: N 57° 25' 09" W ALONG THE NORTHERLY LINE OF STILL LANE A DISTANCE OF 241.40 FEET TO A CONCRETE MONUMENT TO BE SET ON THE EASTERLY LINE OF THE N/F NEW YORK, NEW HAVEN & HARTFORD RAILROAD COMPANY.

THENCE: N 18° 19' 10" E ALONG THE EASTERLY LINE OF THE NEW YORK, NEW HAVEN & HARTFORD RAILROAD. A DISTANCE OF 1063.06 FEET TO AN IRON PIPE, SAID IRON PIN MARKING THE POINT OR PLACE OF BEGINNING.

SAID NORTHERLY PARCEL CONTAINS 42.13 ACRES±

SOUTHERLY PARCEL

BEGINNING AT A MONUMENT TO BE SET ON THE SOUTHERLY LINE OF STILL LANE SO CALLED A DISTANCE OF 765.77 FEET FROM ITS INTERSECTION WITH CHARNLEY ROAD.

THENCE: S 02° 05' 32" W ALONG LAND OF N/F JOHN H. & BETH L. FIELD A DISTANCE OF 203.67 FEET TO A MONUMENT TO BE SET.

THENCE: S 00° 19' 33" W ALONG LAND OF N/F MARY THERESA MAXWELL A DISTANCE OF 121.83 FEET TO A MONUMENT TO BE SET.

THENCE: N 86° 26' 42" W ALONG LAND OF N/F MARY THERESA MAXWELL A DISTANCE OF 1060.79 FEET TO A MONUMENT TO BE SET.

THENCE: N 24° 49' 58" E ALONG LAND OF N/F NURSERYMAN INC. AND KOGUT FLORIST A DISTANCE OF 763.31 FEET TO A MONUMENT TO BE SET.

THENCE: S 43° 22' 17" E ALONG LAND OF N/F MARTIN KEANE A DISTANCE OF 210.00 FEET TO A MONUMENT TO BE SET.

THENCE: N 31° 58' 43" E ALONG LAND OF N/F MARTIN KEANE A DISTANCE OF 201.53 FEET TO A MONUMENT TO BE SET ON THE SOUTHERLY LINE OF STILL LANE.

THENCE: S 43° 22' 17" E ALONG THE SOUTHERLY LINE OF STILL LANE A DISTANCE OF 338.86 FEET TO A MONUMENT TO BE SET.

THENCE: S 74° 24' 32" E ALONG THE SOUTHERLY LINE OF STILL LANE A DISTANCE OF 272.71 FEET TO A MONUMENT TO BE SET, SAID MONUMENT MARKING THE POINT OR PLACE OF BEGINNING.

SAID SOUTHERLY PARCEL CONTAINS 10.99 ACRES±

Note: Schedules A and B (the "Entire Premises") shall constitute one entire and undivided parcel of land for purposes of the Connecticut General Statutes Chapter 422a, notwithstanding that said Entire Premises may be described as one or more parcels of land on Schedules A and/or B. The Entire Premises shall hereafter be conveyed or transferred as a unit, whether or not said Entire Premises are described herein, or have been described in any prior deed, as more than one piece or parcel of land. No subdivision or division of the Entire Premises, or any portion thereof, shall be permitted.

SCHEDULE B

A CERTAIN PIECE OR PARCEL OF LAND SITUATED ON THE GENERAL WESTERLY SIDE OF CHARNLEY ROAD AND THE GENERAL NORTHERLY SIDE OF STILL LANE IN THE TOWN OF ENFIELD, COUNTY OF HARTFORD, STATE OF CONNECTICUT AND SHOWN AS "OTHER LANDS OF JARMOC FARMS LLC, EXCLUDED FROM P.D.R. BUT TIED TO THE FARM, CANNOT BE SOLD SEPARATELY. UNRESTRICTED ENVELOPE 87,212 S.F.± 2.00 ACRES± NOT AN APPROVED LOT" ON A MAP OR PLAN ENTITLED "MONUMENTED PROPERTY SURVEY PLAN PREPARED FOR STATE OF CONNECTICUT DEPARTMENT OF AGRICULTURE FARMLAND PRESERVATION PROGRAM PROPERTY OF JARMOC FARMS LLC TOTAL OWNED 55.12 ACRES TOTAL RESTRICTED FARMLAND 53.12 ACRES CHARNLEY ROAD & STILL LANE ENFIELD, CONNECTICUT WILLIAM R. PALMBERG & SON LLC LAND SURVEYORS 264 HAZARD AVENUE ENFIELD, CONNECTICUT 06082 860-763-3300 SCALE 1"=100' DATE 2-8-17" SHEETS 1 & 2 of 2 CHECKED WRP NO. 2014035 TO BE PLACED IN THE ENFIELD LAND RECORDS. SAID PARCEL IS MORE PARTICULARLY BOUND AND DESCRIBED AS FOLLOWS:

BEGINNING AT A MONUMENT TO BE SET ON THE NORTHERLY LINE OF STILL LANE AT THE INTERSECTION WITH CHARNLEY ROAD.

THENCE: N 74° 04' 27" W ALONG THE NORTHERLY STREET LINE OF STILL LANE A DISTANCE OF 225.33 FEET TO AN IRON PIN TO BE SET AT THE SOUTHWESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED.

THENCE: N 05° 55' 25" W ALONG SAID OTHER LANDS OF JARMOC FARMS LLC A DISTANCE OF 378.00 FEET TO AN IRON PIN TO BE SET AT THE NORTHWESTERLY CORNER OF THE PARCEL HEREIN DESCRIBED.

THENCE: N 84° 04' 35" E ALONG SAID OTHER LANDS OF JARMOC FARMS LLC A DISTANCE OF 206.49 FEET TO AN IRON PIN TO BE SET ON THE WESTERLY STREET LINE OF CHARNLEY ROAD AT THE NORTHEASTERLY CORNER OF THE PARCEL HEREIN DESCRIBED.

THENCE: S 06° 11' 23" E ALONG WESTERLY STREET LINE OF CHARNLEY ROAD A DISTANCE OF 461.87 FEET TO A MONUMENT TO BE SET AT THE POINT OR PLACE OF BEGINNING.

SAID PARCEL CONTAINS 2.00 ACRES±

Note: Schedules A and B (the "Entire Premises") shall constitute one entire and undivided parcel of land for purposes of the Connecticut General Statutes Chapter 422a, notwithstanding that said Entire Premises may be described as one or more parcels of land on Schedules A and/or B. The Entire Premises shall hereafter be conveyed or transferred as a unit, whether or not said Entire Premises are described herein, or have been described in any prior deed, as more than one piece or parcel of land. No subdivision or division of the Entire Premises, or any portion thereof, shall be permitted.

After recording return to:

When recorded return to:
Carlos Megias
NextEra Energy Resources, LLC
700 Universe Blvd., LAW/JB
Juno Beach, FL 333408
(561) 691-7378

INSTR # 2017011084
VOL 2666 PG 940 05/31/2017 09:26:16 AM
RECORDED IN ENFIELD CT
SUZANNE F. OLECHNICKI TOWN CLERK

MEMORANDUM OF LEASE AGREEMENT

THE STATE OF CONNECTICUT §
 § KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF HARTFORD §


THIS MEMORANDUM OF LEASE AGREEMENT (this "Memorandum"), is made, dated and effective as of April 24, 2017 (the "Effective Date"), by JARMOC FARMS, LLC, a CT limited liability company, of 69 Broad Brook Rd, Enfield, CT 06082, JARMOC REAL ESTATE, LLC, a CT limited liability company, of 69 Broad Brook Rd, Enfield, CT 06082, and STEPHEN M. JARMOC, an individual, of 69 Broad Brook Rd, Enfield, CT 06082 (collectively, "Owner"), and NUTMEG SOLAR, LLC, a Delaware limited liability company, with offices at 60 Forest Falls Drive Suite 7, Yarmouth, ME 04096 ("Tenant"), with regards to the following:


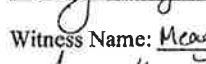
1. Solar Agreement. Owner and Tenant did enter into that certain Lease Agreement of even date herewith (the "Agreement"), which affects the real property located in Hartford County, State of Connecticut, as more particularly described in Exhibit A attached hereto (the "Property"). Capitalized terms used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

3. Term; Extensions. The Agreement shall be for an initial Development Period of up to four (4) years from the Effective Date. If exercised pursuant to the terms and conditions of the Agreement, the term of the Agreement may be extended for a Production Term of five (5) years following the Development Period. The Agreement also provides for a rights to extend the Production Term for up to seven (7) separate Extension Terms of five (5) years each, as determined by Tenant, and if the extension terms and conditions of the Agreement are met, such renewals to be exercised by Tenant at least 180 days prior to the then-current expiration date of the Production Term or Extension Term, as the case may be. The Restoration Term shall begin on the expiration or earlier termination of (a) the Development Term, if Tenant does not exercise an option to extend the term of the Lease through the Production Term, or (b) the Production Term, if Tenant does exercise an option to extend the term of the Lease through the Production Term, and shall expire on the earlier of (y) 12 months from such date, or (z) when Tenant completes the Restoration Obligations. All rights granted pursuant to the Agreement are for a term coterminous with the Agreement.
4. Rights of Mortgagees. Pursuant to the Agreement, any Lender of Tenant or Tenant's assignees has certain rights regarding notice and right to cure any default of Tenant under the Agreement, as well as other rights as set forth in the Agreement.
5. Assignment. Tenant may assign or sublet or apportion or grant subleases in or to all or any of Tenant's right, title and interest under the Agreement, so long as written notice of such assignment is provided to Owner not later than 30 days after such assignment is effective.
6. Non-Interference and Setbacks. To the extent permitted by law Owner has waived any and all setbacks and setback requirements, whether imposed by applicable law or by any person or entity, including any setback requirements described in the zoning ordinance of Hartford County or in any governmental entitlement or permit heretofore or hereafter issued to Tenant, such sublessee or such Affiliate. Owner has agreed not to engage in any activity that might interfere with Tenant's efforts to develop, construct or operate the Solarpower Facilities or cause a decrease in the output or efficiency of any Solarpower Facilities without the prior written consent of Tenant.
7. Subordination. The Agreement provides that from and after its effective date, any right, title or interest created by Owner in favor of or granted to any third party shall be subject to (i) the Agreement and all of Tenant's rights, title and interests created thereby, (ii) any lien of any lender of Tenant's then in existence on the leasehold estate created by the Agreement, and (iii) Tenant's right to create a lien in favor of any lender of Tenant's.
8. Agreement Controls. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Agreement, and Owner and Tenant executed and are recording this Memorandum solely for the purpose of providing constructive notice of the Agreement and Tenant's rights thereunder. The terms, conditions and covenants of the Agreement are incorporated in this Memorandum by reference as though fully set forth herein.
9. No Ownership. Owner shall have no ownership, lien, security or other interest in any Solarpower Facilities installed on the Property, or except for as otherwise provided in the Agreement, any profits derived therefrom, and Tenant may remove any or all Solarpower Facilities at any time.

10. Counterparts. This Memorandum may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same document.

[signatures appear on following pages]

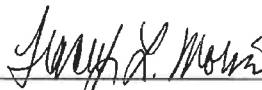

Stephen M. Jarmoc


Witness Name: Meagan Poiré

Witness Name: Tracy Morin

STATE OF CT §
§
COUNTY OF Hartford §

This instrument was acknowledged before me by Stephen M. Jarmoc, an individual, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal this 29 day of March, 2017.


Notary Public in and for the State of CT

My Commission Expires:

April 30, 2021



TRACEY L. MORIN
NOTARY PUBLIC
STATE OF CONNECTICUT
MY COMM. EXP. APR. 30, 2021

30081155 247805.000023

Jarmoc Real Estate, LLC
a CT limited liability company

By: [Signature]
Name: Stephen Jarmoc
Title: Member

[Signature]
Witness Name: Meagan Pugliese
[Signature]
Witness Name: Harry Morin

STATE OF CT §
§
COUNTY OF Hartford §

This instrument was acknowledged before me by Stephen Jarmoc,
Member of Jarmoc Real Estate, LLC, a CT limited liability company, on
behalf of said company, known to me to be the person whose name is subscribed to the foregoing
instrument, and acknowledged to me that he/she executed the same for the purposes and
consideration therein expressed.

Given under my hand and seal this 29 day of March, 20 17.

[Signature]
Notary Public in and for the State of CT

My Commission Expires:

April 30, 2021



TRACEY L. MORIN
NOTARY PUBLIC
STATE OF CONNECTICUT
MY COMM. EXP. APR. 30, 2021

30081155 247805.000023

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

OWNER:

Jarmoc Farms, LLC,
a CT limited liability company

By: [Signature]

Name: Stephen Jarmoc

Title: Member

[Signature]

Witness Name: Megan Pugliese

[Signature]

Witness Name: Tracey Morin

STATE OF CT §

§

COUNTY OF Hartford §

§

This instrument was acknowledged before me, by Stephen Jarmoc,
Member of Jarmoc Farms, LLC, a CT limited liability company, on behalf
of said company, known to me to be the person whose name is subscribed to the foregoing
instrument, and acknowledged to me that he/she executed the same for the purposes and
consideration therein expressed.

Given under my hand and seal this 29 day of March, 2017.

[Signature]

Notary Public in and for the State of CT

My Commission Expires:

April 30, 2021



TRACEY L. MORIN
NOTARY PUBLIC
STATE OF CONNECTICUT
MY COMM. EXP. APR. 30, 2021

30081155 247805.000023

TENANT:

Nutmeg Solar, LLC

By: 

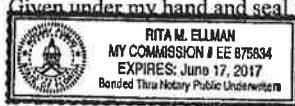
Name: Gregory Schneck
Vice President


Title: _____

STATE OF Florida §
COUNTY OF Palm Beach §

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

Given under my hand and seal this 24 day of April, 2017.




Notary Public in and for the State of FL

My Commission Expires:

EXHIBIT "A" to
MEMORANDUM OF LEASE AGREEMENT

Description of Property

All those certain tracts of land, with all improvements thereon and appurtenances thereto belonging, lying and being in the Town of Enfield, State of Connecticut and described as follows:

Assessor's Map 102, Lot 56-21 Abbe Road and Assessor's Map 102, Lot 54, Broad Brook Road

Tract 1:

Bounded and described as follows:

NORTH- by the highway;

EAST- on land formerly of Patrick Conlin;

SOUTH- on land formerly of Amos D. Bridge and land formerly of Levantine King, partly on each; and

WEST- on land formerly of Sophronia M. Abbe, containing two and one-half (2 ½) acres, more or less.

Tract 2:

Bounded and described as follows:

NORTH- on land formerly of Patrick Conlin and partly by the first piece herein described;

EAST- on land of the New York, New Haven and Hartford Railroad Company, and the highway;

SOUTH- on the land formerly of Frank McNamara and land formerly of Epharaim Bridge;

WEST- on land formerly of Ephraim Bridge, containing eleven (11) acres, more or less.

Excepting from the above-described Tract 1 that certain piece or parcel of land conveyed to Miles Richard Shea and Carolyn R. Shea by Pauline Bahnsen aka Pauline W. Bahnsen by Quit Claim Deed dated May 17, 1963 and recorded May 21, 1963 in Volume 226 at Page 552, which Quit Claim Deed was corrected by Correction Deed dated August 21, 1963 and recorded September 5, 1963 in Volume 231 at Page 344; all of the Enfield Land Records.

AND

69 Broad Brook Road (Assessor's Map 102, Lot 48)

Bounded and described as follows:

NORTH: by land now or formerly of the Somersvill Manufacturing Company, by land now or formerly of Victor G. Sonnen and by land now or formerly of Josphe W. Mary A. Zawistowski, partly by each;

EAST: by land now or formerly of John F. O'Konis et ux, by land now or formerly of John A. Bass et ux, and by land now or formerly of Sebastian Franciamore, partly by each;

SOUTH: by land now or formerly of Victor Albertovich;

WEST: by the highway known as Broadbrook Road, by land now or formerly of Victor G. Sonnen, by land of Joseph W. and Mary A. Zawistowski, partly by each.

Excepting therefrom that certain piece or parcel of land situated on the easterly side of Broad Brook Road, and being more particularly bounded and described as follows:

NORTH: by land now or formerly of Edwin and Eleanor Jarmoc, One Hundred Fifty-five (155) feet, more or less;

EAST: by land now or formerly of Edwin and Eleanor Jarmoc, One Hundred Ten (110) feet, more or less;

SOUTH: by land now or formerly of Edwin and Eleanor Jarmoc, One Hundred Fifty-five (155) feet, more or less;

WEST: by the highway known as Broad Brook Road, One Hundred Ten (110) feet, more or less.

AND

Assessor's Map 102, Lot 50, Broad Brook Road

A certain piece or parcel of land, together with buildings thereon and the appurtenances thereto, situated on the east side of Broad Brook Road in the Town of Enfield, County of Hartford, and State of Connecticut, and

more particularly bounded and described as follows:

NORTH: by other land of Edwin Jarmoc et ux;

EAST: by land now or formerly of Stephen L. Starr;

SOUTH: by land now or formerly of Stephen L. Starr being a fifty (50) foot strip of land described as Parcel No. 2 in a deed from John J. Bass et ux dated March 21, 1969, and recorded in Volume 313, Page 329 of the Enfield Land Records and as the Second Piece in a deed from Victor Albertowicz et al dated May 24, 1956, and recorded in Volume 147, Page 554 of the Enfield Land Records;

WEST: by the easterly line of the highway running from Scitico to Melrose, known as Broad Brook Road.

Together with the right to use the fifty (50) foot right of way which is the south boundary of the parcel herein described running easterly from the Scitico-Melrose highway known as Broad Brook Road for the purpose of ingress and egress to and from said highway and the parcel described hereinabove.

AND

Assessor's Map 108, Lot 6 Broad Brook Road

A certain piece or parcel of land, with the improvements thereon, situated on the easterly side of Charnley Road in the Town of Enfield, County of Hartford and State of Connecticut, being more particularly bounded and described as follows;

NORTHERLY: by land now or formerly of Stephen L. Starr, being the southerly line of the parcel conveyed to the said Stephen L. Starr by the Grantors herein by deed dated May 24, 1956 and recorded in the Land Records in the Town of Enfield in Volume 147, Page 554, Seven Hundred Seventy Nine feet (779), more or less;

EASTERLY: by land now or formerly of Stephen L. Starr, being land formerly of John Labis, 780 feet, more or less;

SOUTHERLY: by land now or formerly of Roger J. and Rose Crochetiere and land now or formerly of Richard T. and Christine B. McLaughlin, partly by each, being land formerly of one Turner, in all 463.05 feet; more or less;

WESTERLY: by land now or formerly of Clara A. Smola, one hundred eighty five (185) feet;

SOUTHERLY: by said land of said Clara A. Smola, being the northerly line of the above described parcel, two hundred forty (240) feet; and

WESTERLY: by the easterly line of Charnley Road, four hundred sixty five (465) feet, more or less.

AND

Assessor's Map 102, Lots 52 and 53- Broad Brook Road

Tract 1:

Bounded and described as follows:

NORTH: on land now or formerly of Adam Wombacher;

EAST: on land now or formerly of N.Y., N.H. & Hartford Railroad Co.;

SOUTH: on land now or formerly of heirs of William Baily; and

WEST: on land now or formerly of Loveland Abbe.

Tract 2:

Bounded and described as follows:

NORTH: on land now or formerly of Adam Wombacher;

EAST: by the highway;

SOUTH: on land now or formerly of the heirs of William Baily; and

WEST: on land now or formerly of N.Y., N.H. & Hartford Railroad Co.

Said premises contain nineteen (19) acres more or less.

Please return to
Halloran + Sege LLC
One Goodman Square
Hartford, CT 06103
Attn RPR

JARMOC FARM I, ENFIELD
CONVEYANCE OF DEVELOPMENT RIGHTS DEED
State of Connecticut

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETINGS:

KNOW YE THAT JARMOC FARMS, LLC, a Connecticut limited liability company with a place of business in the Town of Enfield, County of Hartford and State of Connecticut, (hereinafter referred to as "Grantor"), in consideration of SEVEN HUNDRED TWENTY-TWO THOUSAND, FIVE HUNDRED EIGHTY-SIX DOLLARS and 41/100 (\$722,586.41) DOLLARS and other good and valuable consideration, received to its full satisfaction from the STATE OF CONNECTICUT, a sovereign entity, do hereby give, grant, bargain, sell and confirm in perpetuity, with WARRANTY COVENANTS, unto the said STATE OF CONNECTICUT, (hereinafter referred to as "Grantee"), its successors and assigns forever, the DEVELOPMENT RIGHTS, as such term is defined in Chapter 422a of the Connecticut General Statutes, as amended to the date hereof, and specifically Section 22-26bb(d) thereof, in and to the following described agricultural land:

ALL THOSE certain pieces or parcels of land situated in the Town of Enfield, County of Hartford, and State of Connecticut, bounded and described in Schedule A attached hereto and made a part hereof, which land is hereinafter referred to as the "Premises".

The rights herein conveyed are conveyed subject to and in accordance with the purposes and provisions of Chapter 422a of the Connecticut General Statutes. The primary purpose of this conveyance is to protect agricultural soils, agricultural viability, and the general productive capacity of the Premises in perpetuity.

Grantor acknowledges that it is the purpose and intent of Chapter 422a of the Connecticut General Statutes that agricultural land be maintained and preserved for farming and food production purposes and that such maintenance and preservation is necessary in order to insure the well-being of the people of the State of Connecticut now and in the future.

Grantor acknowledges that the parties intend by this conveyance to prohibit the division or subdivision of the Premises for any purpose, and to prohibit development of the Premises for residential, commercial, including, but not limited to, commercial recreational, commercial amusement and/or industrial purposes.

This conveyance is made in accordance with the following terms and conditions:

A. Grantor covenants for itself, its legal representatives, heirs, successors and assigns, that the Premises will, at all times, be held and conveyed in their entirety and subject to the following restrictions and such further restrictions as set forth in Paragraph B below:

(1) No building, residential dwelling, structure of any kind, parking lot, driveway, road or other temporary or permanent structure or improvement requiring construction shall be placed upon the Premises except as provided for in Paragraph B below.

(2) The fee simple owner of the Premises shall not divide, subdivide, develop, construct on, sell, lease or otherwise improve the Premises for uses that result in rendering the Premises no longer agricultural land.

(3) No use shall be made of the Premises, and no activity shall be permitted or conducted thereon which is or may be inconsistent with the perpetual protection and preservation of the Premises as agricultural land, and no activity shall be carried on which is detrimental to the actual or potential agricultural use of the Premises, or detrimental to soil conservation, or to good agricultural management practices.

(4) Said development rights are considered and deemed dedicated to the State of Connecticut in perpetuity in accordance with Chapter 422a of the Connecticut General Statutes.

(5) The Premises to which development rights are hereby conveyed shall together constitute one entire and undivided parcel of land for purposes of the Connecticut General Statutes Chapter 422a, notwithstanding that said Premises may be described as one or more parcels of land on Schedule A hereof. The Premises shall be conveyed or transferred as a unit, whether or not said Premises are described herein, or have been described in any prior deed, as more than one piece or parcel of land. No subdivision or division of the Premises, or any portion thereof, shall be permitted.

(6) If the Premises are to be sold or otherwise transferred, the fee simple owner of the Premises shall notify the Commissioner of Agriculture (hereinafter, the "Commissioner") of such impending sale or transfer not more than ninety (90) days before transfer of title to the land and shall provide the Commissioner with the name and address of the transferee, and upon transfer of the Premises, or interest in the Premises, from one landowner to another, the transfer document shall expressly refer to this Conveyance of Development Rights Deed and be subject to its terms.

(7) No residence shall be constructed or placed on the Premises.

(8) The Grantor, his heirs, successors, or assigns, shall conduct all agricultural operations on the Premises in a manner consistent with a conservation plan prepared in consultation with the Natural Resources Conservation Service (NRCS) and approved by the Conservation District and the Commissioner. The Grantor, however, may develop and implement a conservation plan that proposes a higher level of conservation and is consistent with the NRCS standards and specifications. Grantor agrees to review and update the conservation plan at least every five (5) years. Grantor will provide a current copy of any such approved plan to the Commissioner.

In the event of noncompliance with the conservation plan, the Grantee shall work with the Grantor to explore methods of compliance and give the Grantor a reasonable amount of time, not to exceed twelve months, to take corrective action. If the Grantor does not comply with the conservation plan, the Grantee may take all reasonable steps (including efforts at securing voluntary compliance and, if necessary appropriate legal action) to secure compliance with the conservation plan.

The Grantor acknowledges the authority of the Grantee to monitor and enforce compliance with the conservation plan.

(9) This Conveyance of Development Rights Deed does not affect the existing legal obligations of the Grantor. Specifically, but not by way of limitation, the landowner is responsible for

payment of all taxes, upkeep and maintenance of the Premises, and any liability arising from personal injury or property damage occurring on the Premises.

(10) The dumping or accumulation of trash, refuse or solid waste on the Premises is prohibited, except that the storage of agricultural products for use on the Premises and biodegradable by-products generated on the Premises is permitted in accordance with all applicable laws and regulations.

(11) Under no circumstances shall any improvement or activity, including but not limited to athletic fields, golf courses or ranges, commercial airstrips or helicopter pads, motocross biking, cell towers or telecommunications facilities, or any other improvement or activity inconsistent with current or future agricultural production be permitted on the Premises.

(12) Any and all alteration, replacement, construction and/or building on the premises (including ponds, lakes, streams, rivers and/or waterways) is only allowed after written notification to and written approval from the Commissioner of Agriculture.

B. Subject to the provisions of Paragraph A above, the Grantor for itself, its legal representatives, heirs, successors and assigns, hereby reserves all other customary rights and privileges of ownership including:

- (1) The right to privacy;
- (2) The right to carry out regular agricultural practices;
- (3) The right to conduct the uses defined in Subsection (q) of Section 1-1 of the Connecticut General Statutes;
- (4) The right to lease the Premises or portions thereof for a term of less than 25 years subject to the terms of this conveyance;
- (5) The rights of the fee simple owner of the Premises to develop, sell, give or transfer in any way the Premises in its entirety, or otherwise improve the Premises, to preserve, maintain, operate or continue the Premises as agricultural land, including construction, as may be authorized by the Commissioner (after written notification to and written approval by the Commissioner), within the Agricultural Building Envelope #3 as shown on a certain map or plan entitled, "MONUMENTED PROPERTY SURVEY PLAN PREPARED FOR STATE OF CONNECTICUT DEPARTMENT OF AGRICULTURE FARMLAND PRESERVATION PROGRAM PROPERTY OF JARMOC FARMS LLC TOTAL OWNED 130.10 ACRES TOTAL RESTRICTED FARMLAND 116.13 ACRES CHARNLEY ROAD & FLETCHER ROAD ENFIELD, CONNECTICUT WILLIAM R. PALMBERG & SON LLC LAND SURVEYORS 264 HAZARD AVENUE ENFIELD, CONNECTICUT 06082 860-763-3300 SCALE 1"=100' DATE 2-28-17" SHEETS 1 & 2 OF 2 CHECKED WRP NO. 2014053 said map having been recorded in the Enfield Land Records (hereinafter "Survey"), of:
 - (a) Buildings for animals, roadside stands and farm markets for sale to the consumer of food products and ornamental plants;
 - (b) Facilities for the storage of equipment used on the Premises and products of the Premises or processing thereof;
 - (c) Existing farm roads, as identified in the Premises "Baseline Documentation Report" which is incorporated by reference herein and made a part hereof, and which is on file

with the Commissioner and as shown and designated on the Survey, may be maintained and repaired in their current state. No new roads may be constructed, except for approved unpaved farm roads necessary for agricultural operations on the Premises; or

- (d) Such other improvements, activities and uses thereon as may be directly or incidentally related to the operation of the agricultural enterprise.
- (e) Notwithstanding the foregoing, tobacco barns with dirt floors and structural columns on concrete cylinders may be built outside Agricultural Building Envelope #3.

- (6) The rights set forth in Paragraph B (5) above, provided that:

- (a) The acreage and productivity of arable land for crops is not materially decreased and due consideration is given to the impact of any decrease in acreage or productivity of such arable land upon the total farm operation; provided however, notwithstanding the foregoing, any new construction of or modification of an existing farm building necessary to the operation of a farm on the Premises including construction, as may be authorized by the Commissioner (after written notification to and written approval by the Commissioner), within the Agricultural Building Envelope #3 as shown on the Survey, shall be limited when added to the total square footage of all buildings (including buffers) on the Premises at the time of the new construction or modification, in the aggregate, to not more than two percent (2%) of the total of such prime farmland and/or statewide important farmland, as defined by the United States Department of Agriculture, on the Premises; provided, however, nothing herein shall permit the total square footage of all Buildings (including buffers) to exceed two percent (2%) of the total of such Premises of which the Grantee has purchased development rights; any new construction or modification of an existing farm building necessary to the operation of a farm may be repaired or replaced at their current location, as indicated on the Survey recorded herewith and as identified in the Baseline Documentation Report on file at the Department of Agriculture;
- (b) Impervious surfaces, which includes, agricultural buildings (with and without flooring) and paved areas both within and outside the Premises' Agricultural Building Envelope #3 shall not exceed two percent (2%) of the total of such Premises;
- (c) Existing fences may be repaired and replaced and new fences may be built on the Premises as is necessary for agricultural operations on the Premises, including customary management of livestock;
- (d) Installation of new utilities is prohibited, except that the fee owner may install utilities necessary for permitted uses of the Premises as long as such installation is not inconsistent with purposes of this conveyance and is done in such a manner as to minimize to the greatest extent possible impact on soils. Existing utilities may be replaced or repaired at their current location; and
- (e) Nothing herein shall permit the construction of any residence for any purpose.

(7) The rights of the fee simple owner of the Premises to provide for the extraction of gravel or like natural elements to be used solely on the Premises for purposes directly or incidentally related to the operation of the agricultural enterprise. Gravel excavation incidental to the farm operation means removal of sand and gravel material from one location on the farm for use on another location on the farm for either construction or repair of farm roads, and/or bedding material for livestock, and/or as building materials for permitted construction of new farm buildings or residences or repair to existing farm buildings. The active borrow area of all gravel excavation cannot disturb more than one percent

(1%) of the total acreage of prime farmland soils present when development rights were purchased by the Grantee and requires prior written approval of the Commissioner. In addition, the active borrow area of all gravel excavation plus any other developed and/or impervious areas cannot disturb more than two percent (2%) of the total acreage of prime farmland soils present when development rights were purchased by the Grantee and requires prior written approval of the Commissioner.

(8) The rights of the fee simple owner of the Premises to the existing water and mineral rights, exclusive of gravel, except that no extraction or removal of minerals by any surface mining method shall be permitted. Furthermore, retention of such mineral rights is made subject to the purposes and provisions of Paragraphs A (2) and A (3), above. The fee simple owner shall retain all water rights necessary for present or future agricultural production on the Premises and shall not transfer, encumber, lease, sell or otherwise separate such quantity of water rights from title to the Premises.

C. The parties hereby covenant and agree that:

(1) The Commissioner and/or his/her representative(s) may enter upon the Premises at all reasonable times for the purpose of determining compliance with the provisions of the conveyance and of Section 22-26cc of the Connecticut General Statutes.

(2) Grantee, its/their successors and assigns, shall have the right to enforce the restrictions contained in this conveyance by appropriate legal proceedings, including but not limited to, the right to require the restoration of the Premises to its condition at the time of the conveyance, as modified by any uses and alterations permitted under this conveyance.

(3) For purposes of enforcement, the development rights hereby conveyed constitute a conservation restriction on the Premises in favor of the Grantee and its successors and assigns pursuant to CGS Section 47-42a, as amended. Pursuant to CGS Section 47-42b, as amended, these development rights restrictions shall not be unenforceable on account of lack of privity of estate or contract, or lack of benefit to particular land or on account of the benefit or restriction being assignable or assigned to any other governmental body. Pursuant to CGS 47-42c, this development rights restriction may be enforced by injunction or proceedings in equity, or in any other manner permitted by law, including but not limited to enforcement pursuant to the provisions of Chapter 422a of the Connecticut General Statutes.

(4) The provisions of Regulations of Connecticut State Agencies Sections 22-26gg-1 et seq, as amended to the date hereof, are hereby incorporated by reference and made a part hereof and shall be complied with by the Grantor.

(5) The Grantor and Grantee agree that the natural characteristics, ecological features, physical and man-made conditions of the Premises at the time of this grant are documented in the Baseline Documentation Report. Grantee may use the Baseline Documentation Report, the Survey and description referenced in Schedule A in enforcing provisions of this conveyance, but are not limited to the use of the Baseline Documentation Report, the Survey and said description to show a change of conditions.

(6) Grantor warrants that Grantor has good title to the Premises; that the fee owner has the right to convey the development rights to the Premises; and that the Premises are free and clear of any encumbrances, except as to those listed on Schedule B, if any.

(7) "Environmental Law" or "Environmental Laws" means any and all Federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

(8) To the best of the Grantors knowledge, information and belief, grantor warrants that it is in compliance with and shall remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Premises.

(9) This conveyance may be amended only if in the sole and exclusive judgment of the Grantee such amendment furthers or is not inconsistent with the purposes of this development rights conveyance or conservation easement, and subject to and in accordance with the provisions of Connecticut General Statutes, Section 22-26cc(c). Any such amendment must be mutually agreed upon by the Grantee and Grantor, signed and duly recorded by the parties and comply with all applicable laws and regulations.

(10) As used herein:

- (a) Development Rights shall mean those rights as defined in Chapter 422a of the Connecticut General Statutes, as amended to the date hereof, and, specifically, Section 22-26bb (d) thereof. Further, said rights constitute a conservation restriction as defined by the Connecticut General Statutes, Section 47-42a, as amended to the date hereof; and
- (b) Development rights restriction(s), conservation easement(s), development rights easement(s), agricultural easement(s), restriction(s), and easement(s) shall mean Developments Rights as defined in subparagraph (a) above and "conservation restriction" as defined in Chapter 822 of the Connecticut General Statutes, as amended to the date hereof, and, specifically, Section 47- 42a (a) thereof.

(11) Nothing herein shall constitute a waiver of the sovereignty of the State of Connecticut.


TO HAVE AND TO HOLD the above granted DEVELOPMENT RIGHTS, unto it, the said Grantee, its successors and assigns forever, to them and their own proper use and behoof.

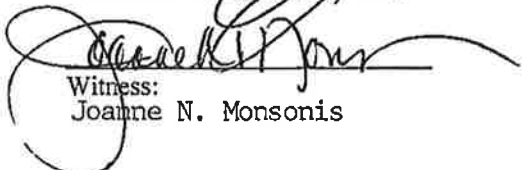
IN WITNESS WHEREOF, the said Grantor, has hereunto set its hand and seals this 12th day of June, 2017.

Signed, Sealed and Delivered
in the Presence of:

JARMOC FARMS, LLC

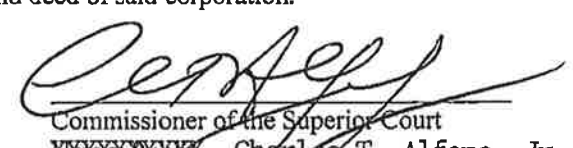

Witness:
Charles T. Alfano, Jr.


By: Stephen Jarmoc
Its Member & Agent
Duly Authorized

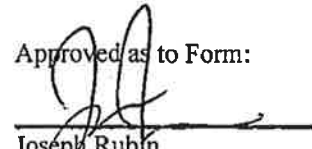

Witness:
Joanne N. Monsonis

State of Connecticut)
) ss. Suffield
County of Hartford)

The foregoing instrument was acknowledged before me this 12th day of June, 2017 by Stephen Jarmoc, Member and Agent, of Jarmoc Farms, LLC, a Connecticut limited liability company, on behalf of said company, and acknowledged signing of said instrument to be his free act and deed as such Member and Agent and the free act and deed of said corporation.


Commissioner of the Superior Court
~~Notary Public~~ Charles T. Alfano, Jr.
My commission expires:

Approved as to Form:


Joseph Rubin
Associate Attorney General

Date: 6/21/17

SCHEDULE A

ALL CERTAIN PIECES OR PARCELS OF LAND SITUATED ON THE GENERAL NORTHERLY SIDE OF FLETCHER ROAD AND THE GENERAL EASTERLY SIDE OF CHARNLEY ROAD IN THE TOWN OF ENFIELD, HARTFORD COUNTY, STATE OF CONNECTICUT AND SHOWN AS TOTAL RESTRICTED FARMLAND 116.13 ACRES ON A MAP OR PLAN ENTITLED "MONUMENTED PROPERTY SURVEY PLAN PREPARED FOR STATE OF CONNECTICUT DEPARTMENT OF AGRICULTURE FARMLAND PRESERVATION PROGRAM PROPERTY OF JARMOC FARMS LLC TOTAL OWNED 130.10 ACRES TOTAL RESTRICTED FARMLAND 116.13 ACRES CHARNLEY ROAD & FLETCHER ROAD ENFIELD, CONNECTICUT WILLIAM R. PALMBERG & SON LLC LAND SURVEYORS 264 HAZARD AVENUE ENFIELD, CONNECTICUT 06082 860-763-3300 SCALE 1"=100' DATE 2-28-17" SHEETS 1 & 2 of 2 CHECKED WRP NO. 2014053 TO BE PLACED IN THE ENFIELD LAND RECORDS. SAID PARCELS ARE MORE PARTICULARLY BOUND AND DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT TO BE SET ON THE NORTHERLY STREET LINE OF FLETCHER ROAD AT THE SOUTHEAST CORNER OF N/F ALLAN S. & CHARLENE DUSZA BEING SOUTH WEST CORNER OF THE PARCEL TO BE DESCRIBED HEREON.

THENCE: N 05° 31' 57" W ALONG THE LAND N/F ALLAN S. & CHARLENE DUSZA A DISTANCE OF 280.00 FEET TO A MONUMENT TO BE SET.

THENCE: N 84° 28' 03" E ALONG THE LAND N/F DARRELL R. KEANE A DISTANCE OF 92.04 FEET TO A MONUMENT TO BE SET.

THENCE: N 06° 34' 00" W ALONG THE LAND N/F DARRELL R. KEANE A DISTANCE OF 179.51 FEET TO A MONUMENT TO BE SET.

THENCE: S 83° 26' 00" W ALONG THE LAND N/F DARRELL R. KEANE A DISTANCE OF 250.00 FEET TO AN IRON PIN FOUND AT THE EASTERLY STREET LINE OF CHARNLEY ROAD.

THENCE: N 06° 11' 23" W ALONG THE EASTERLY STREET LINE OF CHARNLEY ROAD A DISTANCE OF 486.38 FEET TO AN IRON PIN TO BE SET.

THENCE: N 16° 15' 19" W ALONG THE EASTERLY STREET LINE OF CHARNLEY ROAD A DISTANCE OF 35.99 FEET TO A MONUMENT TO BE SET.

THENCE: N 82° 46' 41" E ALONG THE LAND N/F GEORGE F. & ROBERT KERNENIS A DISTANCE OF 180.15 FEET TO A MONUMENT TO BE SET.

THENCE: N 07° 13' 19" W ALONG THE LAND N/F GEORGE F. & ROBERT KERNENIS AND N/F WILLIAM J. & VIRGINIA M. SALISBURY IN PART AND BY EACH A DISTANCE OF 250.00 FEET TO AN IRON PIPE FOUND.

THENCE: N 84° 15' 40" E ALONG THE LAND N/F WALTER J. & DEBBI J. KRUZEL AND N/F OTHER LANDS OF JARMOC FARMS LLC IN PART AND BY EACH A DISTANCE OF 1207.52 FEET TO A CONCRETE MONUMENT FOUND.

THENCE: N 07° 05' 42" W ALONG THE LAND N/F OTHER LANDS OF JARMOC FARMS LLC A DISTANCE OF 486.72 FEET TO A MONUMENT TO BE SET.

THENCE: S 84° 18' 56" W ALONG THE LAND N/F OTHER LANDS OF JARMOC FARMS LLC A DISTANCE OF 797.90 FEET TO A MONUMENT TO BE SET.

THENCE: N 04° 20' 14" W ALONG THE LAND N/F CHESTER W. SIEMIONKO A DISTANCE OF 263.15 FEET TO A GRANITE MERESTONE FOUND.

THENCE: S 84° 26' 08" W ALONG THE LAND N/F CHESTER W. SIEMIONKO A DISTANCE OF 554.53 FEET TO AN IRON PIN FOUND NEXT TO BROWN STONE.

THENCE: N 02° 58' 31" W ALONG THE LAND N/F LARRY & BONNIE A. PETTIT AND N/F JOHN R. AND SANDRA E. PETRONELLA IN PART AND BY EACH A DISTANCE OF 267.27 FEET TO A CONCRETE MONUMENT FOUND.

THENCE: N 84° 23' 54" E ALONG THE LAND N/F CHESTER W. SIEMIONKO A DISTANCE OF 561.96 FEET TO A CONCRETE MONUMENT.

THENCE: N 04° 20' 14" W ALONG THE LAND N/F CHESTER W. SIEMIONKO A DISTANCE OF 264.80 FEET TO A MONUMENT TO BE SET.

THENCE: N 84° 17' 17" E ALONG THE LAND N/F LAURA M. JARMOC A DISTANCE OF 805.84 FEET TO A MONUMENT.

THENCE: N 84° 26' 00" E ALONG THE LAND N/F LAURA M. JARMOC A DISTANCE OF 467.46 FEET TO A GRANITE MONUMENT FOUND.

THENCE: N 77° 37' 57" E ALONG THE LAND N/F LAUGHLIN ROAD LLC A DISTANCE OF 152.13 FEET TO AN IRON PIN.

THENCE: S 05° 01' 54" E ALONG THE LAND N/F LAUGHLIN ROAD LLC A DISTANCE OF 722.70 FEET TO AN IRON PIN.

THENCE: N 81° 40' 12" E ALONG THE LAND N/F LAUGHLIN ROAD LLC A DISTANCE OF 612.68 FEET TO AN IRON PIN.

THENCE: S 10° 56' 57" E ALONG THE LAND N/F BAY STREET LLC A DISTANCE OF 42.80 FEET TO A CONCRETE MONUMENT FOUND.

THENCE: S 10° 40' 36" E ALONG THE LAND N/F BAY STREET LLC A DISTANCE OF 633.68 FEET TO A MONUMENT FOUND.

THENCE: S 05° 15' 28" E ALONG THE LAND N/F JEAN L. SEYMOUR TRUSTEE A DISTANCE OF 346.24 FEET TO AN IRON PIN FOUND (STUMP).

THENCE: S 10° 14' 17" E ALONG THE LAND N/F JEAN L. SEYMOUR TRUSTEE A DISTANCE OF 532.60 FEET TO AN IRON PIN FOUND.

THENCE: S 63° 19' 01" W ALONG THE LAND N/F NANCY A. PEASE A DISTANCE OF 199.66 FEET TO AN IRON PIN FOUND.

THENCE: S 77° 46' 24" W ALONG THE LAND N/F NANCY A. PEASE A DISTANCE OF 225.00 FEET TO AN IRON PIN FOUND.

THENCE: S 84° 11' 07" W ALONG THE LAND N/F JOHN L. SPOERER A DISTANCE OF 200.00 FEET TO A MONUMENT TO BE SET.

THENCE: S 05° 48' 53" E ALONG THE LAND N/F JOHN L. SPOERER A DISTANCE OF 200.00 FEET TO A MONUMENT TO BE SET ON THE NORTHERLY STREET LINE OF FLETCHER ROAD.

THENCE: S 84° 39' 22" W ALONG THE NORTHERLY STREET LINE OF FLETCHER ROAD A DISTANCE OF 1950.17 FEET TO A MONUMENT TO BE SET, SAID MONUMENT MARKING THE POINT OR PLACE OF BEGINNING.

SAID PARCELS CONTAIN 116.13 ACRES ±

Note: The Premises to which development rights are hereby conveyed shall together constitute one entire and undivided parcel of land for purposes of the Connecticut General Statutes Chapter 422a, notwithstanding that said Premises may be described as one or more parcels of land on this Schedule A. The Premises shall hereafter be conveyed or transferred as a unit, whether or not said Premises are described herein, or have been described in any prior deed, as more than one piece or parcel of land. No subdivision or division of the Premises, or any portion thereof, shall be permitted.