

UNIT PURCHASE AGREEMENT

This unit purchase agreement is dated May 1, 2015 (the "Effective Date"), and is between Michael DeMan (the "Seller"), Lynden Holdings, Inc. ("Lynden") and JD Sinclair ("Sinclair"). Lynden and Sinclair are collectively referred to in this agreement as the "Purchasers".

1. BACKGROUND:

1.1 Seller owns 100% of the membership interests (the "Membership Interest") in Fairhaven Light and Ether, LLC, a Washington limited liability company (the "Company").

1.2 The Purchasers wishes to purchase from Seller good and marketable title to 49% of the Membership Interest, free and clear of all liens and encumbrances, and acquire the option to purchase good and marketable title to the remaining 51% of the Membership Interest, free and clear of all liens and encumbrances, upon fulfillment of certain conditions.

1.3 The Seller wishes to sell good and marketable title to 49% of the Membership Interest to the Purchasers and grant them the option to purchase good and marketable title to the remaining 51% of the Membership Interest, in each case free and clear of all liens and encumbrances, on the terms and conditions contained in this agreement.

The parties therefore agree as follows:

2. SALE AND ASSIGMENT:

The Seller hereby sells and assigns to the Purchasers, who hereby purchase from the Seller, good and marketable title to 49% of the Membership Interest (the "Sold Interest"), free and clear of all liens and encumbrances, in the ratio of 2/3 Lynden and 1/3 Sinclair (the "Purchasing Ratio").

3. PURCHASE PRICE AND PAYMENT:

3.1 Purchase Price. The purchase price for the Sold Interest is \$8,820.

3.2 Purchase Price Payment. The Purchasers shall pay the purchase price in the Purchasing Ratio as follows:

- and
- (a) \$500 in cash on the closing referred to in section 4 (the "Closing");
 - (b) the balance pursuant to the terms of the promissory note attached as Exhibit A (the "Promissory Note").

SELLER

Michael DeMan
Michael DeMan

STATE OF WASHINGTON
County of King

On this day personally appeared before me

Michael DeMan

To me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 6th day of May, 2015

Kyle M. Trader

Notary Public in and for the State of Washington

My appointment expires on Dec. 26th, 2018



PURCHASERS

LYNDEN HOLDINGS, INC.

Tim Dyck
By: Tim Dyck, President

JD Sinclair
JD Sinclair

STATE OF WASHINGTON
County of Whatcom

On this day personally appeared before me Tim Dyck and JD Sinclair

To me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 7th day of May, 2015.

Amy L Nicol
Notary Public in and for the State of Washington

My appointment expires on 03/02/18

