NANCY E HAMMOND, REGISTER OF DEEDS
E-RECORDED **Bk 19236 PG 292**
Instr # 2023012334
05/10/2023 11:43:02 AM
Pages 4 YORK CO

After recording return to:
MOUSAM RIVER SOLAR LLC
155 Fleet Street
Portsmouth, NH 03801

ATTN: Jack Kenworthy

MEMORANDUM OF SOLAR LEASE AGREEMENT

In accordance with 33 M.R.S.A. Section 201, THIS MEMORANDUM OF SOLAR LEASE AGREEMENT (this "Memorandum"), is made, dated and effective as of May 5th, 2023 (the "Effective Date"), between ROGER J. BERUBE, as TRUSTEE OF THE ROGER J. BERUBE REVOCABLE REAL ESTATE TRUST, u/a updated March 21, 2018 ("Landlord"), whose address is P.O. Box 14 Springvale, Maine 04083, and MOUSAM RIVER SOLAR LLC (together with its transferees, successors and assigns, "Tenant"), whose address is 155 Fleet Street, Portsmouth, NH 03801, with regards to the following:

1. LANDLORD AND TENANT DID ENTER INTO THAT CERTAIN SOLAR LEASE AGREEMENT OF EVEN DATE HEREWITH (THE "AGREEMENT"), WHICH AFFECTS THE REAL PROPERTY LOCATED IN YORK COUNTY, 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. THE AGREEMENT GRANTS CERTAIN EASEMENTS THAT BENEFIT TENANT, AND AMONG OTHER THINGS, CONTAINS CERTAIN ADDITIONAL TERMS REGARDING PAYMENTS TO BE MADE BY TENANT TO LANDLORD, RIGHTS OF TENANT AND LANDLORD TO TERMINATE THE AGREEMENT, COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS, REPRESENTATIONS AND WARRANTIES BY TENANT AND LANDLORD TO EACH OTHER, THIRD PARTY USE RESTRICTIONS, AND OTHER MATTERS.

3. THE AGREEMENT SHALL COMMENCE ON THE EFFECTIVE DATE AND CONTINUE FOR ONE OR MORE OF THE FOLLOWING A DEVELOPMENT TERM OF UP TO SIX (6) YEARS, INCLUSIVE OF EXTENSIONS. IN THE EVENT THAT CERTAIN CONDITIONS ARE MET TO TENANT'S SATISFACTION AND A SOLAR FACILITY IS CONSTRUCTED THE TERM SHALL INCLUDE ADDITIONAL PERIODS OF UP TO 40 YEARS FOR OPERATIONS AND DECOMMISSIONING.

4. THIS MEMORANDUM DOES NOT SUPERSEDE, MODIFY, AMEND OR OTHERWISE CHANGE THE TERMS, CONDITIONS OR COVENANTS OF THE AGREEMENT, AND LANDLORD 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 SET FORTH AT LENGTH IN THE AGREEMENT AND ARE INCORPORATED HEREIN BY REFERENCE AS

THOUGH FULLY SET FORTH HEREIN. THIS MEMORANDUM SHALL NOT, IN ANY MANNER OR FORM WHATSOEVER, ALTER, MODIFY OR VARY THE TERMS, COVENANTS AND CONDITIONS OF THE AGREEMENT.

5. THIS MEMORANDUM SHALL ALSO BIND AND BENEFIT, AS THE CASE MAY BE, THE HEIRS, LEGAL REPRESENTATIVES, ASSIGNS AND SUCCESSORS OF THE RESPECTIVE PARTIES HERETO, AND ALL COVENANTS, CONDITIONS AND AGREEMENTS CONTAINED HEREIN SHALL BE CONSTRUED AS COVENANTS RUNNING WITH THE LAND FOR THE PERIOD OF THE DEVELOPMENT TERM, OPERATIONS TERM, REPOWERING TERM, EXTENSION TERM, AND THE DECOMMISSIONING TERM.

6. EXCEPT AS OTHERWISE SET FORTH IN THE AGREEMENT, LANDLORD SHALL HAVE NO OWNERSHIP, LIEN, SECURITY OR OTHER INTEREST IN ANY SOLAR FACILITIES INSTALLED ON THE PROPERTY, OR ANY PROFITS DERIVED THEREFROM, AND TENANT MAY REMOVE ANY OR ALL SOLAR FACILITIES AT ANY TIME.

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.

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

"Landlord"

THE ROGER J. BERUBE REVOCABLE REAL ESTATE TRUST

By: _____
Name: ROGER J. BERUBE
Title: Trustee

"Tenant"

MOUSAM RIVER SOLAR LLC
a Delaware Limited Liability Company

By: _____
Name: John B. Kenworthy
Title: Executive Officer

DALE F. KNAPP
NOTARY PUBLIC
State of Maine
My Commission Expires
December 2, 2027

State of Maine, County of York ss.:

On the 5th day of May in the year 2023 before me, personally appeared **ROGER J. BERUBE**, TRUSTEE OF THE ROGER J. BERUBE REVOCABLE REAL ESTATE TRUST, u/a dated March 21, 2018, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public



State of Maine, County of York ss.:

On the 7 day of May in the year 2023 before me, personally appeared **John B. Kenworthy**, Executive Officer of MOUSAM RIVER SOLAR LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT A to Memorandum of Lease

Property Description

Approximately 2 acres of real property and improvements located on High Street in the City of Sanford, York County, State of Maine, more particularly described a deed dated May 10, 2018 and recorded in the York County Registry of Deeds in Book 17711 Page 161 and also known as Tax Parcel 0R12-0046H, and

Approximately 20.75 acres of real property and improvements located on High Street in the City of Sanford, York County, State of Maine, more particularly described a deed dated May 10, 2018 and recorded in the York County Registry of Deeds in Book 17711 Page 161 and also known as Tax Parcel 0R12-0046G, and

Approximately 5 acres of real property and improvements located on High Street in the City of Sanford, York County, State of Maine, more particularly described a deed dated May 10, 2018 and recorded in the York County Registry of Deeds in Book 17711 Page 161 and also known as Tax Parcel 0R12-0046F-1.

Together with the non-exclusive right to use, in common Landlord and others legally entitled thereto, the strip of land measuring approximately 547' x 31' and shown on Tax Map 0R12 as commencing at High Street, so-called, and terminating at or about the boundary of Tax Parcel 0R12-0046H as shown on Tax Map 0R12 for all purposes of a right-of-way to benefit the Solar Facility, expressly including, without limitation, the right of access, ingress, and egress to and from the Solar Facility for the Permitted Use and the right to install and maintain utilities in connection with the Solar Facility (such strip, the "ROW").