Docusign Envelope ID: F9DB3996-8887-88EB-831D-86FA65930BB1

STATE OF CONNECTICUT
PUBLIC UTILITIES REGULATORY AUTHORITY

Application for a Class I or Class II Renewable Energy Source Certification

To apply for certification as a Class I or Class II renewable energy source, the generation facility **must be currently operating and must be registered** with either the Independent System Operator of New England (ISO-NE) or the New England Power Pool Generation Information System (NEPOOL GIS**). Note: When registering a solar or fuel cell facility with NEPOOL GIS, use the complete address as the Facility Name. For example, 312 Main Street, Apt. C, New Britain, CT.**

Please Note:

- Regarding Filing Instructions, **an *electronic* copy** of the Application must be submitted via the Public Utility Regulatory Authority's (Authority) Web Filing System. To file an Application electronically, visit the Authority's website at www.ct.gov/pura. Under the Docket Services Section, click the link 'Make a Web Filing' and then click the link 'Docket Database Web Filing System'. Follow steps 1 through 3 on this page to complete the filing process. If you already have obtained a Web Filing Account proceed directly to the link 'File a New Docket Application' under Step 3. (All attachments should be clearly identified).

- All information submitted on, or attached to, the application is a public record in accordance with The Freedom of Information Act, the General Statutes of Connecticut § 1-210, except for any confidential materials filed under protective order.

- Applicants are responsible for promptly notifying the Authority of any future changes pertaining to the information contained within this application.

- **Keep a copy** of the application for your records.

- Regarding any **questions, contact Donna Devino** via email at donna.devino@ct.gov or directly at 860-827-2873.

Part I: Type of Certification

Check one: ☒ **New Certification** (Complete entire application) ☐ ***Amendment to Certification** (Complete entire application)	**If an Amendment**, provide original Docket Number: **Docket No:** _____
*The Owner/Authorized Representative must also inform the NEPOOL GIS (www.nepoolgis.com) of any **Amendments**. Regarding an **Amendment**, describe exactly what has changed: _____	
Re: LREC, ZREC, RSIP-E, SHREC, SCEF, RRES or Non-RRES Program: Is the Generation Facility in the LREC/ZREC, RSIP-E, SHREC, SCEF, RRES or Non-RRES Program? ☐ Yes ☒ No If yes, which program? ☐ LREC ☐ ZREC ☐ RSIP-E ☐ SHREC ☐ SCEF ☐ RRES ☐ Non-RRES If yes, for **which** service territory ? ☐ CL&P (Eversource) ☐ UI **Re: LREC/ZREC Program**: ☐ If CL&P (Eversource) - **Scan and Attach** pp. 1 – 3***** from Attachment 1: "Service Agreement" - **Scan and Attach** the "Approval to Energize" Letter ☐ If UI - **Scan and Attach** pp. 1 - 3***** from the "Standard Contract" ***NOTE:** Redact financial info. - **Scan and Attach** the "Generator Approval" Letter	

Docusign Envelope ID: F9DB3996-8887-88EB-831D-86FA65930BB1

Part II: Generation Facility Information

1. Generation Facility

Name of Facility: 8 Tobin Flat Rd, Wilton, ME 04294 - USS Weld Solar LLC

(For solar or fuel cell facilities only - The "Name" must be the complete address of the Generation Facility. For example: "16 Main St., Apt. C, New Britain, CT." Also, the "Name" must be the same name that was registered with the NEPOOL GIS or ISO New England.

Location **(Complete address with number)** of Facility: 8 Tobin Flat Rd

City/Town: Wilton State: ME Zip Code: 04294

Check one: ☐ **Residential Location** ☒ **Commercial Location** ☐ **Industrial Location**

Has a different source (solar, fuel cell, etc.) been approved at this address in the past? ☐ Yes ☒ No
If yes, which source (s): _____

Scan and attach evidence of the existence of the property address and evidence of the ownership of the property (i.e., print screen of city/town assessment record).
Provide a picture of the following: (a) the generation facility, (b) the meter and (c) the generation facility in proximity to the property.

2. Owner of Generation Facility (The Generation Facility is defined as the renewable energy source)

Name: Dimension Energy LLC
(If company name, must also provide a contact name)

Mailing Address: 3050 Peachtree Rd. MW, Suite 350

City/Town: Atlanta State: GA Zip Code: 30305

Business Phone: 877-277-8506 Email: assetmanagement@dimension-energy.com

3. Does the Owner of the Generation Facility own the land and the building on which the Generation Facility is located? ☐ **Yes** ☒ **No** **If no, must complete No. 4 below.**

Scan and attach documentation demonstrating ownership (i.e., town assessment record or tax bill).

4. Property Owner of Location of Generation Facility [complete only if "No" is checked in No. 3 above]

Name: Rodney A. Hall
(If company name, must also provide a contact name)

Mailing Address: PO Box 72

City/Town: East Dixfield State: ME Zip Code: 04227

Business Phone: rodney@hallfarms.com Email: _____

Scan and attach documentation demonstrating ownership (i.e., town assessment record or tax bill).

Scan and attach a document that was signed by the Property Owner, showing that the Property Owner: (a) authorized the installation of a renewable energy source on his/her property and (b) acknowledges that the person/company listed in No. 5 will be receiving the RECs (if company, signature must be from a member or official listed in the documentation).

(To satisfy this request, the Property Owner can complete and sign the Affidavit in Part VI – If Owner is a Company, provide a print screen of the Secretary of State's business record or other business registration showing names of officers or members of the business).

5. Person or Company that will receive the Renewable Energy Credits (RECs)

Name: Dimension Energy LLC
(If company name, must also provide a contact name)

Mailing Address: 3050 Peachtree Rd. MW, Suite 350

City/Town: Atlanta State: GA Zip Code: 30305

Docusign Envelope ID: F9DB3996-8887-88EB-831D-86FA65930BB1

Business Phone: 7345907746 Email: assetmanagement@dimension-energy.com

Part II: Generation Facility Information (continued)

6. Nameplate/Installed Capacity (in megawatts per AC): .99

If in SHREC Program, also provide Nameplate/Installed Capacity (in megawatts per DC): _____

7. Commercial Operation Date: 12/31/2025
(If in the LREC/ZREC Program, date must match date on "Approval" Letter)

8. Generation Facility is:

☐ Grid-connected – provide the ISO-NE Generation Unit Asset ID No. (MSS#): _____

☒ Behind-the-meter – provide the NEPOOL GIS ID No. (NON#): **NON262686**

NOTE: visit www.nepoolgis.com and click on the blue "Register" button located under the "Registry Login" area. Complete only the required fields on the first page of the generator form and click the submit button at the bottom of the second page. The second page denotes RPS eligibilities and the NEPOOL GIS will update that field after the facility has been approved. When you return to your home page, you will see your newly registered generator, with a corresponding Unit ID number that begins with "NON" followed by a series of numbers.

9. Third Party Verifier (Complete only if Generation Facility is out-of-state and behind-the-meter)

Name: Naviri Group, INC.

Mailing Address: 13740 North Highway 183, Suite L2

City/Town: Austin State: TX Zip Code: 78750

Business Phone: 510-759-1896

*Email: greg.stewart@navirigroup.com

If Verifier has been approved by the Authority, provide the Docket No.: 25-08-26

If Verifier has not been approved by the Authority, provide the following: (1) Verifier's resume and (2) a statement describing the affiliation between the Verifier and the Generation Facility, Generation Facility's Owner and the Generation Facility's Authorized Representative.

Docusign Envelope ID: F9DB3996-8887-88EB-831D-86FA65930BB1

Part III: Class I or Class II Renewable Energy Source

Class I - Check Generation Facility's fuel source(s).	**Required Documentation:**
☒ Solar Power	None
☐ Wind Power	None
☐ A Fuel Cell	None
☐ Geothermal	None
☐ Landfill Methane Gas, Anaerobic Digestion or other Biogas Derived from Biological Sources	1. What type of methane gas is used? (check the applicable box below) ☐ landfill produced methane gas ☐ anaerobic digester produced methane gas ☐ other biogas derived from biological sources 2. Attach a detailed description of the process used to produce methane gas. 3. Is the generation unit located in the jurisdiction of ISO New England or jurisdictions able to import into the control area of ISO New England and pursuant to the NEPOOL GIS? ☐ Yes ☐ No 4. Is the generation unit located on-site where the methane gas is produced? ☐ Yes ☐ No 5. If the generation unit is not located on-site (Injected Methane Gas): a. Is the methane gas gathered, processed, and injected into a common carrier pipeline? ☐ Yes ☐ No b. Is the methane gas delivered and withdrawn from the pipeline in a manner and timing consistent with the transport of fuel between the injection and withdrawal points? ☐ Yes ☐ No

Docusign Envelope ID: F9DB3996-8887-88EB-831D-86FA65930BB1

Part III: Class I or Class II Renewable Energy Source (continued)

Class I - Check Generation Facility's fuel source(s).	**Required Documentation:**
	c. Does the generator have a contracted transportation path between the methane gas injection point and the gas withdrawal point? ☐ Yes ☐ No d. Have the fuel and its renewable attributes been uniquely sold to and used by the generators? ☐ Yes ☐ No e. Has the non-renewable fuel, or electricity consumed for the purpose of purifying, conditioning or transporting the LMG, been considered as an offset to the total fuel delivered to the generator? ☐ Yes ☐ No f. Is the Landfill located in the jurisdiction of ISO New England or jurisdictions able to import into the control area of ISO New England and pursuant to the NEPOOL GIS? ☐ Yes ☐ No
☐ Thermal Electric Direct Energy Conversion	Attach a detailed description.
☐ Ocean Thermal Power	Attach a detailed description.
☐ Wave or Tidal Power	Attach a detailed description.
☐ Low Emission Advanced Renewable Energy Conversion Technologies	Attach a detailed description.
☐ A Run-of-the-River Hydropower Facility **Statutory Requirements:** *Began operation after July 1, 2003; *A generating capacity of not more than thirty megawatts; *Is not based on a new dam or a dam identified as a candidate for removal; and *Meets applicable state and federal requirements.	Attach a copy of the state and federal letters confirming that the facility is not based on a new dam or a dam identified as a candidate for removal. Attach a copy of the state and federal letters confirming that the facility meets all applicable requirements, including applicable site-specific standards for water quality and fish passage. Attach a copy of the current FERC License, or exemption from FERC, requiring that the facility be operated in run-of-the-river mode. a. Provide page number demonstrating when facility first began operation: _____ b. Provide page number demonstrating that facility is required to operate in a run-of-the-river mode: _____ Attach a copy of 12-months of data demonstrating that the river inflow equals its outflow and river fluctuation levels.

Docusign Envelope ID: F9DB3996-8887-88EB-831D-86FA65930BB1

Part III: Class I or Class II Renewable Energy Source (continued)

Class I - Check Generation Facility's fuel source(s).	**Required Documentation:**
☐ Biomass Facility **Statutory Requirements:** *Uses sustainable biomass fuel that is "cultivated and harvested in a sustainable manner; *Has an average emission rate of equal to or less than .075 pounds of nitrogen oxides per million BTU of heat input for the previous calendar quarter, or *Has a capacity of less than five hundred kilowatts that began construction before July 1, 2003.	Attach a copy of most recent fuel plan, as filed with the state agency. Provide facility's average emission rate per quarter: _____ Attach a copy of the facility's valid Air Permit or equivalent authorization indicating nitrogen oxides (NOx) emissions and provide page number demonstrating NOx emissions: _____ Regarding the biomass used by the facility, list each type, as well as the percentage used: _____ Did facility receive funding from the Clean Energy Fund prior to May 1, 2006? ☐ Yes ☐ No Is the energy derived from the facility subject to a long-term power purchase contract? ☐ Yes ☐ No Attach an explanation.
Class II - Check Generation Facility's fuel source(s).	**Required Documentation:**
☐ Trash to Energy **Statutory Requirements:** ***Must have a CT permit**	Attach a detailed description of the facility, as well as the trash used. Attach a copy of the CT permit.

Docusign Envelope ID: F9DB3996-8887-88EB-831D-86FA65930BB1

Part IV: Generation Facility Owner Certification

The Generation Facility Owner (Page 2, Part II, No. 2) **must sign this Certification. An application shall be considered incomplete unless a signature is provided.**

I hereby certify, under pains and penalty of perjury, that I have personally examined and am familiar with the information submitted herein and based upon my inquiry of those individuals immediately responsible for obtaining the information, believe that the submitted information is true, accurate and complete. I am aware that there are significant penalties, both civil and criminal, for submitting false information, including possible fines and punishment. My signature below certifies all of the information submitted on this Renewable Energy Source Certification Application. I acknowledge that the Public Utilities Regulatory Authority (Authority) shall be promptly notified in the event of a change in its eligibility status (including, without limitation, the status of the air permits). If, in the Authority's opinion after due consideration, there is a material change in the characteristics of the Generation Facility or its fuel stream that could alter eligibility, an Amendment to Registration shall be submitted to the Authority. I further acknowledge that all required reports shall be maintained at the Generation Facility. I understand that the Generation Facility shall be immediately de-registered if it fails to retain such reports.

The Generation Facility meets the mandated requirements as a Class I or Class II renewable energy source as specified in this application, and shall abide by all mandated requirements, pursuant to §§ 16-1(a)(26),(27), or (45) of the General Statutes of Connecticut (Conn. Gen. Stat.).

I understand that a false statement regarding the submitted information, depending on the circumstances, may disqualify the Generation Facility and the owner/authorized representative may be subject to penalties. Additionally, the owner/authorized representative shall not in any circumstance be able to file future Connecticut Renewable Portfolio Standard Applications in the State of Connecticut. I also understand that the Generation Facility is subject to audit (physical and/or verbal) by the Authority or an entity hired by the Authority regarding generation output and renewable energy certificates (RECs).

Bryan Bentrott	8/13/2026
Signature of Generation Facility Owner	Date
Bryan Bentrott	**EVP, Markets and Revenue**
Print Name of Generation Facility Owner	Title (if applicable)

Docusign Envelope ID: F9DB3996-8887-88EB-831D-86FA65930BB1

Part V: Generation Facility Owner Certification of Authorized Representative

Complete only if the Generation Facility Owner designates another person to act on his/her behalf.

"I, as Owner of the Generation Facility and under the pains and penalties of perjury, hereby certify that the person listed below is authorized to act on behalf of the generation facility in (a) executing this application for a Class I or Class II Renewable Energy Source Certification and (2) complying with all orders issued by PURA concerning the Certification. I understand that the Authorized Representative will be designated as the recipient of all correspondence relating to this Generation Facility, and that the Generation Facility's Certification may be revoked if the Authorized Representative fails to comply with PURA orders:

Authorized Representative:

Name: _____
(If company name, must also provide a **contact name**)

Mailing Address: _____

City/Town: _____ State: _____ Zip Code: _____

Business Phone: _____

Email: _____

_____
Signature of Generation Facility Owner Date

Print Name of Generation Facility Owner Title (if applicable)

Docusign Envelope ID: F9DB3996-8887-88EB-831D-86FA65930BB1

Part VI: Property Owner Acknowledgement and Consent

Complete only if needed to satisfy the requirement on Page 2, Part II, No. 4.

The Property Owner of the Location of the Generation Facility is defined as the legal owner of the building or property on which the renewable energy source is located. The Property Owner of the Location of the Generation Facility includes: (A) the homeowner, if the renewable energy source is located on a residential property; (B) the landlord, if the renewable energy source is located on a rental property; and (C) the property owner, if the renewable energy source is located on/in a commercial property or building. The Property Owner of the Location of the Generation Facility may or may not be the Applicant. Authorized Representatives are allowed only for commercial buildings or properties where the Property Owner of the Location of the Generation Facility is a registered commercial entity, such as CORP, LLC, LLP, LP or statutory trust. Homeowners may not use Authorized Representatives.

"As ☐ Property Owner of the Location of the Generation Facility or ☐ a duly authorized representative of the Property Owner of the Location of the Generation Facility, I hereby attest that I have reviewed the statements and certifications of the Applicant provided above and certify that:

1. I have given full consent and authorization to _____ (name) to install a renewable energy source using _____ (name of energy source) power on my property located at _____ (full address);

2. I am aware and acknowledge that _____is applying to qualify for certification as a Connecticut ☐ Class I or ☐ Class II renewable energy source, pursuant to § 16-1 of the Connecticut General Statutes; and

3. I am aware and acknowledge that _____will receive Renewable Energy Certificates (RECs) generated by this renewable energy source and that such RECs have monetary value and may be used for compliance with the Connecticut Renewable Portfolio Standards, pursuant to § 16-245a of the Connecticut General Statutes."

Property Owner of the Location of the Generation Facility – Please fill out and sign the following:

Property Owner of the Location of the Generation Facility: _____
(Exact legal name of Property Owner, as defined above)

Signature of Property Owner of the Location of the Generation Facility (or Authorized Representative):

_____ **NOTE: Electronic signatures are not acceptable.**

Print or Type Name: _____ _____
(duly authorized)

Title: _____

Date Signed: _____

OPTION TO LEASE, LEASE AND SOLAR EASEMENT

This Option to Lease, Lease and Solar Easement (this "Agreement") by and between Rodney A. Hall as trustee of the Rodney A. Hall Living Trust dated June 22, 2016 ("Lessor"), and US Solar Development LLC, a Delaware limited liability company, and its successors and assigns ("Lessee") is entered into and effective on June 3, 2020 (the "Effective Date"). Capitalized terms used but not defined herein shall have the meanings given to such terms in Exhibit E.

RECITALS

1. Lessor is the owner of real property located in Franklin County, Maine that is legally described in Exhibit A (the "Lessor Property"). Lessor uses the Lessor Property for agricultural purposes.

2. Lessee is engaged in the business of developing, constructing, owning and operating solar energy conversion facilities for the production of electricity.

3. Lessee desires an option to, and upon the exercise of such option in accordance with the terms hereof shall, lease and obtain certain easements and rights over the Lessor Property, all on the terms and conditions set forth herein.

4. Lessor desires to grant such option to, and upon Lessee's exercise of such option shall, lease and grant such easements and rights over the Lessor Property, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the above premises and the mutual promises and other consideration set forth below, the adequacy and receipt of which is acknowledged, Lessor and Lessee agree as follows:

ARTICLE I
OPTION TO LEASE

Section 1.1. Grant and Exercise of Option. Lessor hereby grants to Lessee an exclusive option (the "Option") to lease Lessor's real property legally described and depicted on Exhibit A (the "Lease Premises"). Lessee may exercise the Option in its sole discretion by delivering written notice to Lessor at any time prior to the last day of the Option Period (as defined below). If Lessee exercises the Option, then the term of the Lease (as defined in Article II below) shall commence on the date such notice is given, or such other date within the Option Period as Lessee may specify in such notice (the "Lease Effective Date"). For purposes of this Agreement, "Option Period" means the period beginning on the Effective Date and ending on the earliest to occur of:

(a) the first (1st) anniversary of the Effective Date; provided, however, that if Lessee requires additional time to complete Due Diligence Activities (as defined below), Lessee shall have the option to extend this period by such additional period of time as

Lessee may reasonably require to complete such Due Diligence Activities, but not to exceed an additional 2 years;

(b) the termination of this Agreement under Section 5.1; and

(c) the Lease Effective Date.

As consideration for the Option, Lessee shall pay to Lessor the applicable amounts set forth in Section 4.1.

Section 1.2. Access to the Lease Premises During Option Period. During the Option Period, Lessee shall have the right to access the Lease Premises for the purpose of (i) monitoring, testing and assessing the Lease Premises for use as a solar photovoltaic energy generation site; (ii) conducting such tests, analysis or feasibility studies as Lessee deems advisable, including measurement of sunlight or solar energy potential and other meteorological data; (iii) conducting environmental and suitability assessments of the Lease Premises, including soil borings, wetlands assessments and environmental impact and wildlife analyses; (iv) conducting development, siting and design activities and analysis of the Lease Premises, including creating a conceptual design and layout for a potential solar photovoltaic energy generation facility; (v) commencing the permitting and application process related to such facility; and (vi) conducting such other tests, analysis or studies as may be required by permitting agencies or as Lessee deems advisable (collectively, the "Due Diligence Activities"). The costs for all such activities shall be the responsibility of Lessee. Lessee's right to conduct Due Diligence Activities on the Lease Premises during the Option Period shall be exclusive and Lessor acknowledges that Lessor may not grant any other person or entity any such rights.

ARTICLE II
LEASE

Section 2.1. Lease. If Lessee exercises the Option set forth in Section 1.1 during the Option Period, Lessor shall lease to Lessee, and Lessee shall lease from Lessor, the Lease Premises (the "Lease"). As consideration for the Lease, Lessee shall pay to Lessor the amounts set forth in Section 4.1. For avoidance of doubt, if Lessee exercises the Option set forth in Section 1.1, the Lease shall automatically become effective on the Lease Effective Date without any further action by either party.

Section 2.2. Lease Term. The term of the Lease shall commence upon the Lease Effective Date and continue until 11:59 pm on the twenty (20th) anniversary of the Commercial Operation Date (the "Initial Term"), unless terminated earlier or extended in accordance with the following sentence. Lessee shall have the option, exercisable in its sole discretion, to extend the Initial Term of the Lease for four additional five year periods (each, an "Additional Term" and together with the Initial Term, the "Lease Term"), the first commencing immediately on the day that the Initial Term would otherwise expire, the second commencing immediately on the day that the first Additional Term would otherwise expire, the third commencing immediately on the day that the second Additional

Term would otherwise expire, and the fourth commencing immediately on the day that the third Additional Term would otherwise expire. Lessee may exercise its extension rights by delivering to Lessor written notice of such extensions no less than 180 days prior to the scheduled expiration of the Initial Term or the then-current Additional Term, as applicable.

Section 2.3. Use of Lease Premises. During the Lease Term, the Lessee may use the Lease Premises for Solar Energy Purposes. For purposes of this Agreement, "Solar Energy Purposes" means converting solar energy into electrical energy, collecting, storing, and transmitting the electrical energy so converted, and all related activities, including, without limitation, conducting Due Diligence Activities, developing, constructing, installing, operating, maintaining, repairing, and replacing photovoltaic electric energy generating equipment, supporting structures and ballasts, inverters, electrical transformers, fixtures, electric distribution lines, communication lines, metering equipment, perimeter fencing, interconnection facilities and related facilities and equipment (collectively, the "Facility") and commercial beekeeping on the Lease Premises. Lessee's right to use the Lease Premises for Solar Energy Purposes during the Lease Term shall be exclusive and Lessor acknowledges that Lessor may not grant any other person or entity any such rights. As part of this exclusivity, Lessor agrees to take all reasonable steps to insure that any irrigation device under the control of Lessor or Lessor's tenants (with the exception of Lessee) not spray, dampen, or shower any portion of the Facility, including the Facility's perimeter fencing. Said reasonable steps shall include, but are not limited to, configuring, programming, manually adjusting, or interrupting the path of said irrigation device as necessary to comply with this provision.

Section 2.4. Location of Facility; Right to Relocate. Upon completion of design and layout of the Facility, Lessee shall identify specifically that portion of the Lease Premises that will be occupied by the Facility and related facilities, as well as the Access Premises and Distribution Premises, if any, and the parties agree to amend the description of the Lease Premises in Exhibit A to conform to the final Facility design. Notwithstanding the foregoing, Lessee reserves the right to relocate or reconfigure the Facility upon the Lease Premises during the term of this Agreement. Lessee agrees to cooperate with Lessor to locate the Facility on the Lease Premises in a manner that minimizes interference with agricultural or business operations of Lessor or Lessor's other tenants, to the extent consistent with Lessee's planned use of the Lease Premises. Upon any such relocation, the parties agree to amend the description of the Lease Premises in Exhibit A to conform to the relocated Facility design.

Section 2.5. Non-Facility Improvements. Any improvements, fixtures or structures that are not a part of the Facility shall not be installed without the express written consent of Lessor.

Section 2.6. Release. Lessee may elect at any time during the Lease Term, at its sole discretion, to release any portion of the Lease Premises from the scope of the Lease Premises by executing and delivering to Lessor an amendment to this Agreement, quit claim deed or similar instrument in recordable form affecting the partial release.

Except for any amendments to the description of the Lease Premises made pursuant to Section 2.4 above, any such partial release shall not diminish or otherwise modify the Rent due Lessor without the express agreement of Lessor and an appropriate amendment to this Agreement. The provisions of this Section 2.6 do not provide Lessor with any right to receive Rent if Lessee exercises its right to terminate this Agreement pursuant to Section 5.1.

ARTICLE III
EASEMENTS

Section 3.1. Easements. Commencing on the Effective Date, Lessor hereby grants to Lessee, through the last day of this Agreement, the easements and licenses described in Sections 3.2 through 3.7.

Section 3.2. Solar Easement. Lessor hereby grants to Lessee an exclusive easement to use, convert, maintain and capture all sunlight which naturally arrives at the Lease Premises, as well as an exclusive easement prohibiting any obstruction to the free flow of sunlight to the Lease Premises throughout the entire area of the Lessor Property described on Exhibit B (the "Easement Premises"). The easements granted in this Section 3.2 shall be referred to as the "Solar Easement" and shall be located horizontally three hundred and sixty degrees (360º) from any point where any photovoltaic generating facility is or may be located at any time from time to time (each such location referred to as a "Solar Site") and for a distance from each Solar Site to the boundaries of the Easement Premises, together vertically through all space located above the surface of the Easement Premises, that is, one hundred eighty degrees (180º) or such greater number or numbers of degrees as may be necessary to extend from each point on and along a line drawn along the plane from each point along the exterior boundary of the Easement Premises through each Solar Site to each point and on and along such line to the opposite exterior boundary of the Easement Premises. With the exception of trees, structures or improvements that were on the Easement Premises on the Effective Date, Lessor may not place, plant or allow any trees, activities, structures or improvements on the Easement Premises or on any adjacent or nearby property of Lessor or any Lessor affiliate after the date of this Agreement which may, in Lessee's sole judgment, impede, diminish or interfere with the receipt of sunlight at any Solar Site, unless Lessor has received advance written approval from Lessee for installation of any such trees, activities, structure or improvement. In the event Lessor places, plants or allows trees, structures or improvements on the Easement Premises that violate the provisions of this Section 3.2, Lessee may notify Lessor and request removal of the applicable tree, structure or improvement, or modification thereof to comply with this Section 3.2. Lessor shall remove or modify such trees, structures or improvements within thirty (30) days of such notice. If Lessor fails to remove or modify the tree, structure or improvement as requested, Lessee shall be entitled to cause the removal or modification necessary to eliminate the interference with any Solar Site and to then deduct the cost of such work from any payment (including Rent) due from Lessee to Lessor under this Agreement. Subject to Section 4.4, the grant of easement herein contained shall include the right of Lessee and its designees to remove from the Easement Premises any trees or shrubbery

existing as of the Effective Date which in Lessee's opinion interferes with the construction, maintenance or use of the Facility or the free flow of sunlight to the Lease Premises. The grant of easement herein contained shall also include the right of reasonable use by Lessee and its designees of any property owned by the Lessor adjacent to the Easement Premises for any necessary removal or modification purposes.

Section 3.3. Placement of Facilities. Lessee shall have an exclusive easement to place Facilities on the Lease Premises.

Section 3.4. Easement for Solar Effects. Lessor grants to Lessee an easement and license for each Facility to create, cause, increase, accentuate, or otherwise contribute to the occurrence of light, shadows, shadow and light flickering, glare, reflection and other effects attributable to each Facility or operations located on the Lease Premises or on adjacent properties on and across the Lessor Property, and Lessor waives and releases any claims or causes of action arising from or related to the occurrence of any such events.

Section 3.5. Easement for Ingress and Egress. Lessee shall be entitled to ingress and egress to and from the Lease Premises, the Facility and appurtenant equipment and electrical power lines over the Lease Premises and Lessor Property and such additional areas of the Lessor Property as shall be reasonably necessary to access a public roadway or alley. In addition Lessor grants Lessee an access easement ("Access Easement") through the Lessor Property for purposes of Lessee's access to the Facility on the Lease Premises (the "Access Premises"). Lessee may construct, use and/or maintain a road within the Access Premises at Lessee's expense.

Section 3.6. Easement for Distribution Lines. Lessor grants to Lessee an easement on and through that portion of the Lessor Property to be defined pursuant to Section 2.4 (the "Distribution Premises") for the purpose of installing, operating and maintaining an electric distribution line and related communication lines between the Facility and electrical facilities owned by Central Maine Power ("Utility").

Section 3.7. Cooperation Regarding Utility Easements. Lessor acknowledges that the Facility must be interconnected to the network or grid of Utility, and that such interconnection may require Lessor to grant separate easements to Utility for access, transmission, facilities, or the like. Lessor agrees to negotiate in good faith, and to cooperate with, Lessee and Utility for the purpose of effecting the interconnection.

ARTICLE IV
RENT AND TAXES

Section 4.1. Rent.

(a) If Lessee elects not to exercise the Option, Lessee shall pay Lessor $2,000 as consideration for its rights under this Agreement during the Option Period. Any payment due pursuant to this Section 4.1(a) shall be due and payable on the last day of the Option Period.

(b) If Lessee elects to exercise the Option, Lessee shall pay Lessor the following amounts (collectively, the "Rent"):

(i) On the Lease Effective Date, Lessee shall pay Rent of $2,000;

(ii) For the period of time between the Construction Date and the Commercial Operation Date (the "Construction Period"); Lessee shall pay Rent in the amount and in the manner set forth for such period on Exhibit D; and

(iii) From and after the Commercial Operation Date, Lessee shall pay Rent in the amount and in the manner set forth for such period on Exhibit D.

The "Construction Date" shall be the date on which construction of the Facility commences, as declared by the Lessee in a written notice to the Lessor. The "Commercial Operation Date" shall be the first day of the first full month after the Facility commences commercial production and sale of electricity on the Lease Premises.

(c) Lessor and Lessee acknowledge and agree that the Commercial Operation Date is expected to occur not later than four years after the Lease Effective Date (the last day of such period, as the same may be extended due to Force Majeure or by mutual agreement of the parties, is referred to herein as the "Commercial Operation Date Deadline"). If the Commercial Operation Date does not occur on or prior to the Commercial Operation Date Deadline, then:

(i) Lessee may commence paying Rent as if the Commercial Operation Date had occurred, in which case the Commercial Operation Date Deadline shall be deemed to be the Commercial Operation Date and this Agreement shall remain in full force and effect; or

(ii) Lessee may elect not to commence paying Rent as if the Commercial Operation Date had occurred, in which case either Lessee or Lessor may, if the Commercial Operation Date does not occur within ninety days following the Commercial Operation Date Deadline, elect to terminate the Lease by delivering written notice to the other to such effect, in which case neither Lessee nor Lessor shall have any further obligations under this Agreement and Lessee shall have no further obligation to pay Rent to Lessor.

Lessee shall use commercially reasonable efforts to have the Commercial Operation Date occur on or before Commercial Operation Date Deadline.

Section 4.2. Taxes, Assessments and Utilities.

(a) Lessor shall pay, when due, all real property taxes and assessments levied against the Lessor Property, including the Lease Premises, Easement Premises, Access Premises and Distribution Premises, and all personal property taxes and assessments levied against any of the Lessor Improvements. Subject to Section 4.2 (c), if Lessor fails to pay any such taxes or assessments when due, Lessee may, at its option, pay those

taxes and assessments and any accrued interest and penalties, and deduct the amount of its payment from any payment (including Rent) due from Lessee to Lessor under this Agreement.

(b) Lessee shall pay all personal property, production and other taxes and assessments levied against the Facility or its energy production when due, including any equipment within the Access Premises or Distribution Premises. If the Lessor Property or Lease Premises experiences any increase in the amount of real property taxes assessed against it as a result of the installation of the Facility on the Lease Premises, including any reclassification of the Lessor Property or Lease Premises pursuant to applicable law, Lessee shall pay or reimburse Lessor an amount equal to the increase caused by the Facility no later than ten (10) days prior to the date on which the applicable real estate taxes are due to be paid by Lessor, provided that not less than thirty (30) days prior to such due date Lessor provides Lessee with copies of the applicable current and past statements of real estate taxes payable for the Lessor Property or Lease Premises and any related information demonstrating the increase was caused by the Facility and the amount of the increase.

(c) Either party may contest the validity or amount of any levied taxes, assessments or other charges for which each is responsible under this Agreement as long as such contest is pursued in good faith and with due diligence and the party contesting the tax, assessment or charge has paid the obligation in question or established adequate reserves to pay the obligation in the event of an adverse determination.

Section 4.3. Crop Damages.

(a) Should the Lessor incur crop damages as a result of construction activities that begin prior to harvest for the year in which the Construction Date occurs, Lessee shall pay Lessor damages for crops that are planted on the Lease Premises and lost or destroyed due to Lessor's construction activities ("Damages"). Such Damages will be calculated as follows:

Unit Price x Unit Yield Per Acre x Acres Damaged = Damages

"Unit Price" is the price for crops of the type that are lost, based on the current Chicago Mercantile Exchange. The "Unit Yield" is the average of the previous three (3) seasons' unit yields according to Lessor's records for the smallest parcel of land that includes the damaged area. If Lessor does not have yield records available, the parties will use the Farm Service Agency records or other commonly used yield information available for the area. The parties shall try in good faith to agree to the extent of damage and acreage affected. If the parties cannot agree, they shall have the area measured and extent of damage assessed by an impartial third party such as a crop insurance adjuster or extension agent. Payment shall be made within sixty (60) days after determining extent of damage. Lessee shall not be required to pay more than a single year's crop loss.

(b) On and after the Construction Date, Lessee shall not be obligated to pay Lessor or its tenants for any loss of income, rent, business opportunities, crops, profits or other losses arising from Lessee's from Lessor's inability to grow crops or otherwise use that portion of the Lease Premises, Access Premises or Distribution Premises physically occupied by Lessee and the Facility, consideration for which is included in Rent.

(c) The parties anticipate and acknowledge that Lessor or its tenants may suffer damage to crops or improvements on the Lessor Property during Lessee's construction, installation and maintenance of the Facility on the Lease Premises and Distribution Premises. Lessee shall pay Lessor fair compensation for any such losses or damage caused by Lessee's activities, and, if the parties cannot reach agreement as to an amount which would constitute fair compensation, the issue shall be submitted to arbitration before a qualified appraiser or any other arbitrator mutually agreed to by the parties. To the extent Lessee pays Lessor compensation for losses or similar damages suffered by a tenant of Lessor, Lessor shall pay the tenant the applicable compensation and Lessor agrees to indemnify and hold Lessee harmless from any failure by Lessor to advance or remit such compensation to its tenant.

(d) For purposes of this Agreement, trees and timber shall not be considered a crop.

Section 4.4. Timber. In the event the Easement Premises contains any Merchantable Timber, the following provisions shall apply:

(a) In the event Lessee exercises the Option pursuant to Section 1.1, Lessee shall provide written notice to Lessor (the "Notice of Anticipated Construction Date") identifying the date on which Lessee reasonably believes construction of the Facility is to commence (the "Anticipated Construction Date") (which date shall be no less than sixty (60) days after the date on which the Notice of Anticipated Construction Date is delivered). Lessee may deliver such notice as part of the written notice exercising the Option, or as a separate written notice.

(b) At any time prior to the Anticipated Construction Date, Lessor shall have the right to remove, or engage a third party to remove, all or any portion of the Merchantable Timber from the Easement Premises. If Lessor so elects to remove any Merchantable Timber from the Easement Premises, Lessor shall also be obligated, at its sole cost and expense, to remove, or cause the removal of, each stump associated with the Merchantable Timber so removed. In the event Merchantable Timber is removed from the Easement Premises by Lessor or a third party in accordance with this Section 4.4(b), Lessee shall not have any right to any proceeds related to the sale of such Merchantable Timber. However, if any stumps associated with any Merchantable Timber removed pursuant to this Section 4.4(b) have not been removed prior to the Anticipated Construction Date, Lessee shall be entitled to cause the removal of such stumps and to then deduct the cost of such work from any payment (including Rent) due from Lessee to Lessor under this Agreement. From and after the Anticipated Construction Date, Lessor shall

be prohibited from removing, or engaging any third party to remove, any portion of the Merchantable Timber from the Easement Premises without Lessee's prior written consent.

(c) Lessor hereby grants to Lessee, from and after the Anticipated Construction Date, the sole and exclusive right to remove, or engage a third party to remove, all or any portion of Merchantable Timber from the Easement Premises. In the event Lessee elects to remove, or cause a third party to remove, any Merchantable Timber from the Easement Premises under this Section 4.4(c), Lessee shall be entitled (i) to enter into an agreement on Lessor's behalf for the sale of such Merchantable Timber, and (ii) to reimburse itself from the proceeds of such sale for any and all costs incurred by Lessee in connection with the removal of such Merchantable Timber and each associated stump; it being acknowledged and agreed that (i) any remaining proceeds from the sale of the Merchantable Timber after such reimbursement will be transferred to Lessor and (ii) in the event such proceeds are insufficient to cover all of Lessee's costs, Lessee shall be liable for the difference. Lessor hereby grants to Lessee a power of attorney coupled with an interest to effectuate the terms of the foregoing sentence. In the event Lessee enters into an agreement on Lessor's behalf to sell any Merchantable Timber under this Section 4.4(c), Lessee shall use reasonable efforts to obtain a fair market price for such Merchantable Timber; provided, however, that Lessee shall not be deemed to have any obligation or duty to secure the absolute highest price for such Merchantable Timber and Lessee expressly disclaims any such obligation or duty.

(d) For the avoidance of doubt, nothing in this Section 4.4 shall obligate Lessee to exercise the Option under Section 1.1 or issue a Notice of Anticipated Construction Date by any particular date, if at all. Except as expressly set forth herein, in no event shall Lessee be liable to Lessor for the removal of any Merchantable Timber from the Easement Premises.

(e) For purposes of this Agreement, "Merchantable Timber" means standing trees that have the size, quality, quantity and condition to be saleable. Merchantable Timber excludes trees that (i) are not of a species that have commercial value in the geographic area in which they are growing or (ii) are of a species that have commercial value in the geographic area in which they are growing, but which have not yet grown large enough to be saleable at the time of removal. For the avoidance of doubt, the removal of any trees or shrubbery that are not Merchantable Timber may be removed by Lessee pursuant to the provisions of Section 3.2 and this Section 4.4 shall not apply to such trees.

(f) For purposes of this Agreement, the phrase "stump removal" means (i) extracting the stump from the ground by means of a backhoe or other large piece of equipment, and (ii) removal from the Easement Premises.

ARTICLE V
TERMINATION; DEFAULT

Section 5.1. Termination. This Agreement shall terminate upon the first to occur of the following:

(a) On the last day of the Option Period if Lessee's fails to exercise the Option by the end of the Option Period;

(b) Upon the expiration of the Lease Term, as the same may be extended pursuant to Section 2.2;

(c) Upon the written agreement of the parties to terminate this Agreement;

(d) Upon an uncured Event of Default by a party and the written election of the non-defaulting party to terminate this Agreement pursuant to Section 5.2;

(e) Upon Lessee's notice to terminate pursuant to Section 10.1; or

(f) Upon written notice to terminate by Lessee or Lessor pursuant to Section 4.1(c)(ii).

Section 5.2. Events of Default.

(a) Each of the following shall constitute an event of default ("Event of Default") that shall permit the non-defaulting party to terminate this Agreement or pursue other remedies available at law or equity:

(i) any failure by Lessee to pay Rent if the failure to pay continues for thirty (30) days after written notice from Lessor;

(ii) any other material breach of this Agreement by either party which continues for thirty (30) days after written notice of default from the non-defaulting party or, if the cure will take longer than thirty (30) days, the length of time necessary to effect cure as long as the defaulting party is making diligent efforts to cure during that time.

(b) For all claims, causes of action and damages, the parties shall be entitled to the recovery of actual damages allowed by law unless otherwise limited by this Agreement. Neither the enumeration of Events of Default in Section 5.2 nor the termination of this Agreement by a non-defaulting Party shall limit the right of a non-defaulting Party to rights and remedies available at law, including, but not limited to, claims for breach of contract or failure to perform by the other Party and for direct damages incurred by the non-defaulting Party as a result of the termination of this Agreement.

Section 5.3. Effect of Termination.

(a) Upon the termination or expiration of this Agreement, whether as to the entire Lease Premises or only as to part, Lessee shall remove the Facility located on the portion of the Lease Premises that is terminated or expired within twelve months from the date of such expiration or termination. During such period, Lessee shall be required to pay the amounts set forth in Section 4.

(b) The duty to remove the Facility under Section 5.3(a) shall include the duty to (a) remove from the Lease Premises (or applicable portion thereof) all above surface grade equipment relating to the Facility and other personal property owned, located, installed or constructed by or on behalf of Lessee thereon, (b) remove (from the Lease Premises or applicable portion thereof) foundations and other fixtures of Lessee to a depth of two (2) feet below the surface grade, (c) cover up all pit holes, trenches and other borings and excavations made by or on behalf of Lessee on the Lease Premises (or applicable portion thereof), and (d) leave the surface of the Lease Premises (or applicable portion thereof) free from debris arising from the foregoing or from the operations or activities of Lessee. Reclamation shall include, as reasonably required, repair or replacement of damaged drainage tile, leveling, terracing, mulching and other reasonably necessary measures to prevent soil erosion.

(c) Lessor shall provide Lessee with reasonable access to the Lease Premises during the performance of such removal and other work by Lessee for a period of twelve (12) months following the termination or expiration of this Agreement.

(d) If Lessee fails to remove all applicable parts of the Facility within twelve (12) months following the termination or expiration of this Agreement, or such longer period as Lessor may provide by extension, that portion of Facility shall be considered abandoned by Lessee and Lessor may remove that portion of the Facility from the Lease Premises and dispose of it in its sole discretion without notice or liability to Lessee. In the event Lessee fails to remove any of the Facility as required, Lessor may do so, in which case Lessee shall, within thirty days after receipt of an invoice from Lessor, reimburse Lessor for reasonable and documented costs of removal and restoration incurred by Lessor, net of any amounts reasonably recoverable by Lessor with respect to the salvage value of any such equipment.

Section 5.4. Surrender. Upon the termination or expiration of this Agreement, Lessee shall peaceably surrender possession of the Lease Premises.

Section 5.5. Specific Performance. Lessor acknowledges and agrees that should Lessor breach any of its obligations hereunder or otherwise fail to permit Lessee to exercise any of the rights and privileges granted herein, damages would be difficult to calculate and money damages would not be sufficient to compensate Lessee for such breach. As a result, Lessee shall have the right to seek specific enforcement of this Agreement. In that event, Lessor agrees that Lessee has no adequate remedy at law.

Section 5.6. No Consequential Damages. Notwithstanding anything to the contrary in this Agreement, except as specifically set forth in Section 7.6(b) and Section

8.1, neither Lessee nor Lessor shall be entitled to, and each of the expressly waives, any and all rights to recover consequential, incidental, punitive, indirect or exemplary damages, including, but not limited to, loss of use, loss of revenues, loss of profit, interest charges, or cost of capital, however arising, whether in contract, tort, equity or otherwise, with respect to any claim, action or damages arising from or in connection with this Agreement. Lessee's members, subscribers and Lenders shall have no personal liability or responsibility to Lessor for any damages incurred by Lessor pursuant to this Agreement, and Lessee shall be exclusively responsible to Lessor for any such damages, subject to the provisions of this Agreement.

Section 5.7. Survival of Covenants. The parties acknowledge that the covenants, conditions, rights and restrictions in favor of Lessee including, but not limited to, the easement described in Article III and Lessee's use of and benefit from those covenants, conditions, rights and restrictions, may constitute a portion of a larger set of facilities serving several solar energy facilities with which the Facility will share structural and transmission components, ingress and egress, utility access, and other support, all of which are specifically designed to be interrelated and integrated in operation and use for the full life of the Facility, and that the covenants, conditions, rights and restrictions in favor of Lessee pursuant to this Agreement shall not be deemed nominal, invalid, inoperative or otherwise be disregarded while any portion of the Facility or related solar projects or facilities remain operational.

ARTICLE VI
LESSEE'S COVENANTS

Lessee covenants, represents and warrants to Lessor as follows:

Section 6.1. Liens. Except as expressly provided in this Agreement, Lessee shall keep the Lease Premises and Lessor Property free and clear of all liens and claims of liens for labor, materials, services, supplies and equipment performed on or furnished to Lessee or the Facility on the Lease Premises in connection with Lessee's use of the Lease Premises. Lessee may contest any such lien, but shall post a bond or utilize other available means to remove any lien that is created during the contested proceeding. Lessee agrees to otherwise remove any lien or encumbrance for which it is responsible pursuant to this paragraph within ninety (90) days of the creation of any such lien or encumbrance.

Section 6.2. Permits and Laws.

(a) Lessee and its subcontractors, agents and designees shall at all times comply in all material respects with all federal, state and local laws, statutes, ordinances, rules, regulations, judgments and other valid orders of any governmental authority ("Requirements of Law"), with respect to Lessee's activities pursuant to this Agreement, including Environmental Law, and shall obtain all material permits, licenses and authorizations required thereunder to conduct any and all such activities.

(b) Lessee shall design, construct, install and operate the Facility and any related equipment in all material respects in accordance with Prudent Electric Industry Practice, all Requirements of Law, any local electrical code, and the requirements of Utility.

Section 6.3. Lessee's Improvements.

(a) The Facility and related equipment constructed, installed or placed on the Lease Premises and within the Distribution Premises by Lessee pursuant to this Agreement shall be the sole property of Lessee, and Lessor agrees that it shall have no ownership or other interest in the Facility and related equipment owned by Lessee on the Lease Premises or within the Distribution Premises. The Facility is and shall remain personal property of the Lessee, notwithstanding any present or future common ownership of the Facility and the Lease Premises, and irrespective of whether any of the Facility is deemed to be a fixture or otherwise part of the Lessor Property or any improvements on the Lessor Property, and Lessor acknowledges that the Facility is and shall remain personal property of Lessee irrespective of the manner of its attachment or connection to the Lessor Property. Lessor acknowledges that Lessee's lenders ("Lenders") may request a first priority security interest in the Facility as collateral for financing of the Facility, and Lessor consents to the grant by Lessee of such a security interest, and the filing of instruments necessary to perfect such a security interest under the Uniform Commercial Code in the Facility as personal property of the Lessee.

(b) Throughout the Lease Term, Lessee shall, at its sole cost and expense, maintain the Facility in good condition and repair, ordinary wear and tear excepted. Any portion of the Facility constructed, installed or placed on the Lease Premises by Lessee pursuant to this Agreement may be replaced, repaired or refurbished by Lessee at any time.

(c) Lessee shall use reasonable care in the installation and construction of the Facility so as to avoid damage to the Lessor Improvements and Lease Premises and risk of injury to Lessor's employees, customers, tenants, guests and invitees. Lessee shall secure its equipment, interests and supplies during construction, and remove any construction debris on a regular basis.

Section 6.4. Hazardous Wastes. Lessee shall not use, store, dispose of or release on the Lease Premises or Lessor Property or cause or permit to be used, stored, disposed of or released on the Lease Premises as a result of Lessee's activities, any Hazardous Substances, except in such quantities as may be required in connection with: (i) the construction, operation and/or maintenance of the Facility; and (ii) Lessor's in normal business operations, and, in each case, only in compliance with Environmental Laws.

Section 6.5. Insurance.

(a) Lessee shall obtain and maintain in force the following policies of insurance covering the Facility and Lessee's activities on the Lease Premises and Lessor Property at all times during the Lease Term: comprehensive general liability insurance with coverage for property damage and for bodily injury or death to any person on a per occurrence basis, and such other insurance as is required by law. Such insurance coverage for the Facility, Lease Premises, Access Premises and Distribution Premises may be provided as part of a blanket policy that covers other facilities or properties as well. Any such policies shall name Lessor as an additional insured and shall provide for thirty (30) days prior written notice to Lessor of any cancellation or material change.

(b) Lessor shall procure and maintain comprehensive general liability insurance with respect to the Lessor Property and any improvements thereon, and its related activities with coverage for property damage and for bodily injury or death to any person on a per occurrence basis; and such other coverage as may be required by law, and shall name Lessee as an additional insured.

(c) Each party shall provide copies of certificates of insurance reflecting the required policies and coverage upon request by the other party.

Section 6.6. Notice of Access. Without limiting or reducing the rights of access granted to Lessee pursuant to this Agreement, to the extent Lessee's access to the Facility can only be accomplished by entry to, on, through or over the Lessor Property and outside the Access Easement, Lessee agrees to give Lessor reasonable notice before any entry in, through or over the applicable Lessor Property by Lessee or its agents, employees and contractors. Notwithstanding this provision, Lessee shall be permitted to enter the Lease Premises at all times in case of an Emergency related to the Facility without prior notice, and Lessee shall notify Lessor as soon as practicable after any such entry.

Section 6.7. Relationship with Utility. Lessee shall be solely responsible for the negotiation and performance of any agreement with Utility or any other purchaser of the electricity generated by the Facility, and any sale agreements by which Environmental Attributes are conveyed. Lessor agrees to cooperate with Lessee in this respect by providing information in its possession, custody or control upon reasonable request.

Section 6.8. Utilities. Lessee shall pay for all water, electric, telecommunications and any other utility services used by the Facility or Lessee on the Lease Premises.

Section 6.9. Interconnection of Electrical Facilities. If the Facility is constructed, Lessee shall interconnect the Facility to the Utility's electrical system at the location and in the manner described in Exhibit C ("Interconnection Point") unless otherwise required by Utility. Lessor agrees to permit Lessee to interconnect the Facility with Utility on the Lessor Property, if applicable, and to deliver electricity to Utility at the Utility Interconnection Point. As between Lessor and Lessee, Lessee shall be responsible for all costs of procuring, installing, maintaining and operating any equipment or facilities necessary to interconnect the Facility at the Utility Interconnection Point. Lessee shall

design, install, operate and maintain all interconnection facilities and equipment, meters and other electrical equipment so as to minimize or prevent any adverse effect on Lessor, Lessor Improvements or Lessor's operations and activities on the Lessor Property.

ARTICLE VII
LESSOR COVENANTS

Lessor covenants, represents and warrants to Lessee as follows:

Section 7.1. Title and Authority. Lessor is the sole owner of the Lessor Property, Lessor Improvements, Easement Premises and Lease Premises in fee simple and each person or entity signing the Agreement on behalf of Lessor has the full and unrestricted authority to execute and deliver this Agreement and to grant the easements and rights granted herein. All persons having any ownership interest in the Lessor Property, Lessor Improvements, Easement Premises and Lease Premises (including spouses) are signing this Agreement as Lessor. When signed by Lessor, this Agreement constitutes a valid and binding agreement enforceable against Lessor in accordance with its terms. There are no encumbrances or liens against the Lease Premises except as listed on Exhibit F. There are no leases or agreements, including crop farmer leases, affecting the Lease Premises, except as set forth on Exhibit F. Lessor agrees to deliver any documents necessary to correct any title defects which would, if not corrected, adversely affect Lessee's rights hereunder or its ability to obtain and maintain financing of the Facility.

Section 7.2. Quiet Enjoyment. Lessor covenants that Lessee shall have the right of quiet use and enjoyment of the Lease Premises, Access Premises and Distribution Premises for the Lease Term in accordance with the terms of this Agreement without any interference of any kind by Lessor or any person claiming through Lessor. Lessor and its activities on the Lease Premises, Access Premises and Distribution Premises and any grant of rights Lessor makes to any other person shall not interfere with any of Lessee's activities pursuant to this Agreement, and Lessor shall not interfere with any of Lessee's activities pursuant to this Agreement, and Lessor shall not interfere or allow interference with the receipt of sunlight over the Easement Premises or otherwise engage in activities which might impede or decrease the output or efficiency of the Facility, except as otherwise permitted pursuant to this Agreement.

Section 7.3. Hazardous Materials. Lessor shall not use, store, dispose of or release on the Lease Premises or cause or permit to be used, stored, disposed of or released on the Lease Premises as a result of Lessor's operations, any Hazardous Substance, except in such quantities as may be required in its normal business operations and only if such use is not harmful to Lessee and is in full compliance with all applicable laws. Lessor represents to Lessee that as of the date of this Agreement, to the best of Lessor's knowledge, there are no Hazardous Substances on, in or under the Lease Premises, Lessor Property, or any improvements thereon, in violation of Environmental Laws.

Section 7.4. Cooperation. Lessor shall cooperate with Lessee to obtain non-disturbance and subordination agreements from any person or entity with a lien, encumbrance, mortgage, lease or other exception to Lessor's fee title to the Lease Premises, Access Premises, and Distribution Premises to the extent necessary to eliminate any actual or potential interference by any such lienholder with any rights granted to Lessee under this Agreement. Lessor shall also cooperate with Lessee to obtain and maintain any approvals, authorization and permits needed in connection with the analysis, development, construction, maintenance, and operation of the Facility. Lessor shall also provide Lessee with such further assurances and shall execute any estoppels certificates, consents to assignments or additional documents that may be reasonably necessary for recording purposes or requested by Lessee or any of its Lenders.

Section 7.5. Environmental Attributes, Energy and Capacity; Tax Incentives.

(a) Lessor acknowledges that Lessee retains all rights to any Environmental Attributes arising from the Facility and the electricity and capacity produced by the Facility irrespective of whether Lessor consumes or uses any of the electricity generated by the Facility and that Lessor has no title or right to any such Environmental Attributes related to, arising from or associated with the Facility or any electrical capacity or energy created by the Facility.

(b) For the avoidance of doubt, Lessee's Environmental Attributes include all rights to report, market and otherwise receive credit for the creation of electricity using the Facility. Lessor agrees not to publicize, report, market or otherwise take credit for the creation or use of the Environmental Attributes or electricity from the Facility in any manner which would interfere with the Lessee's rights to such Environmental Attributes or diminish the value of Lessee's Environmental Attributes. Lessee shall have the right to sell any or all such Environmental Attributes to another person in its sole discretion. Lessor and Lessee shall cooperate to identify appropriate public statements which Lessor may use regarding the Facility that will not interfere with Lessee's Environmental Attributes.

(c) Any grant, rebate, incentive payment, tax credit or any other cash or tax benefit arising from or associated with the installation or ownership of the Facility or the production of energy and capacity by the Facility, shall inure to the exclusive benefit of Lessee, including, but not limited to, any production tax credit or investment tax credit pursuant to 26 U.S.C. Sections 45 and 48 or any other U.S. federal tax credits based on energy investment or similar state tax law provisions. Lessor shall cooperate with Lessee in any applications for such benefits or credits to the extent Lessor's participation is necessary for eligibility, and if any such program or benefit requires the Lessor to be the recipient, Lessor agrees to assign or reimburse any such amounts received to Lessee.

Section 7.6. Drain Tile Work.

(a) If during the Lease Term, Lessor needs to perform maintenance work to Lessor's drain tiles on the Lessor Property or repair or replace the drain tiles on the Lessor Property ("Drain Tile Work"), Lessee agrees to cooperate and work with Lessor to achieve said Drain Tile Work. Lessee agrees to provide commercially reasonable assistance to Lessor and its agents, including providing one or more electrical engineers or other appropriately qualified personnel, as reasonably determined by Lessee, who can de-energize or disassemble portions of the Facility as identified by Lessor or its agents to allow access for inspection and maintenance. Lessor agrees to pay an hourly rate of $100 for each man-hour in which the engineers or other personnel provided by Lessee are required to be available (as billed in minimum increments of four hours), but such hourly rate will be multiplied by 1.5 for any man-hour outside of normal business hours (Monday through Friday 8:00 A.M. through 6:00 P.M.).

(b) Lessor agrees to provide at least ten (10) days' notice to Lessee of its intention to perform said Drain Tile Work if it will require the relocation of any portion of the Facility. If a temporary relocation of any portion of the Facility is required to accommodate the Drain Tile Work, Lessor agrees to exercise commercially reasonable efforts to identify a technically feasible alternative location for the relocation portion of Facility which will not impede the Drain Tile Work. All Drain Tile Work by Lessor shall be completed in commercially reasonable manner and with the goal of minimizing the disruption to Lessee's operations and the Facility. Notwithstanding the foregoing, Lessor shall be liable to Lessee for any costs or damages as a result of such relocation including, but not limited to, loss of business income or opportunity. Lessee shall move the effected Facility back to its original location after the Drain Tile Work is completed unless the parties agree to utilize the relocated area permanently. The cost of relocating the Facility to accommodate Drain Tile Work shall be paid by Lessor.

ARTICLE VIII
INDEMNIFICATION

Section 8.1. Indemnification. Each party (the "Indemnifying Party") agrees to defend, indemnify and hold harmless the other party and the other party's officers, directors, employees, representatives, mortgagees and agents (collectively the "Indemnified Party") against any and all losses, damages, claims, fines, penalties, expenses and liabilities for physical damage to property and for death or physical injury to any person, including, without limitation, reasonable attorneys' fees and consequential damages ("Damages"), to the extent resulting from or arising out of (i) any operations or activities of the Indemnifying Party on the Lessor Property or Lease Premises; (ii) any negligent or intentional act or omission on the part of the Indemnifying Party; or (iii) any breach of this Agreement by the Indemnifying Party. Nothing in this Section shall relieve Lessor or Lessee of any liability to the other for any breach of this Agreement. This indemnification obligation shall apply notwithstanding any negligent or intentional acts, errors or omissions of the Indemnified Parties but the Indemnifying Party's liability to pay damages to the Indemnified Party shall be reduced in proportion to the percentage by which the Indemnified Party's negligence or intentional acts, errors or omissions caused the Damages. Notwithstanding the foregoing, Lessor shall be solely responsible for and

shall indemnify, defend and hold harmless Lessee and its officers, directors employees, representatives, mortgagees and agents from and against any and all Damages (including any costs of environmental investigation and/or remediation) resulting from any violation of Environmental Law or the use, presence or release of Hazardous Substances at, on, under or from the Lessor Property or Premises (i) occurring prior to the date of this Agreement, or (ii) by any person, operation or activity other than the operations and activities of Lessee, including the migration of Hazardous Substances onto the Lessor Property or Premises from any off-site source. Neither Party shall be indemnified for its Damages resulting from its sole negligence or intentional wrongful acts. These indemnity provisions shall not be construed to relieve any insurer of its obligations to pay claims consistent with the provisions of a valid insurance policy. This indemnification provision shall survive the expiration or termination of this Agreement.

ARTICLE IX
ASSIGNMENT; ENCUMBRANCE OF LEASE PREMISES

Section 9.1. Right to Encumber.

(a) Lessee may at any time mortgage, pledge or encumber all or any part of its interest in the Lease Premises and rights under this Agreement and/or enter into a collateral assignment of all or any part of its interest in the Lease Premises or rights under this Agreement to any Lender without the consent of Lessor. Any Lender shall have no obligations under this Agreement until such time as it exercises its rights to acquire Lessee's interests subject to the lien of Lender's mortgage by foreclosure or otherwise assumes the obligations of Lessee directly. Lessee shall notify Lessor of the identity and notice address for any Lender, but failure to do so will not be a default under this Agreement.

(b) Lessor and Lessee agree that, once all or any part of Lessee's interests in the Lease Premises are mortgaged or assigned to a Lender, they will not modify or terminate this Agreement without the prior written consent of the Lender. Lessor agrees to cooperate with any lender and agrees to consider and negotiate in good faith any modifications to this Agreement which may be requested by any Lender; provided, that such changes do not alter the fundamental economic terms of this Agreement. In connection with any assignment by Lessee or the Lenders, Lessor agrees to execute any consent, estoppel or acknowledgement in form and substance reasonably acceptable to such Lenders.

(c) Lessor agrees that any Lender shall have the right to make any payment and to do any other act or thing required to be performed by Lessee under this Agreement, and any such payment, act or thing performed by Lender shall be effective to prevent or cure a default under this Agreement and any forfeiture of any of Lessee's rights under this Agreement as if done by Lessee itself.

(d) During the time all or any part of Lessee's interests in the Lease Premises are mortgaged or assigned to any Lender, if Lessee defaults under any of its obligations

and Lessor is required to give Lessee notice of the default Lessor shall also be required to give Lender notice of the default. If Lessor becomes entitled to terminate this Agreement due to an uncured default by Lessee, Lessor will not terminate this Agreement unless it has first given written notice of the uncured default and of its intent to terminate this Agreement to the Lender and has given the Lender at least thirty (30) days to cure the default to prevent termination of this Agreement. If such default cannot reasonably be cured within such thirty (30) day period, or if within such thirty (30) day period the Lender notifies the Lessor that it must foreclose on Lessee's interest or otherwise take possession of Lessee's interest under this Agreement or enforce another remedy available to Lender with respect to Lessee in order to cure the default, Lessor shall not terminate this Agreement and shall permit the Lender a sufficient period of time as may be necessary for the Lender, with the exercise of due diligence, to foreclose, acquire Lessee's interest under this Agreement or otherwise enforce its remedies with respect to Lessee, and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Lessee. The time within which Lender must foreclose, acquire Lessee's interest or otherwise enforce its remedies with respect to Lessee shall be extended to the extent Lender is prohibited by an order or injunction issued by a court or the operation of any bankruptcy or insolvency law from commencing or prosecuting the necessary foreclosure or acquisition. In no event, however, shall any Lender be required to cure any default that is not reasonably susceptible of being cured or performed by such Lender, and any such defaults shall be deemed waived.

(e) The acquisition of all or any part of Lessee's interests in this Agreement by any Lender through foreclosure or other judicial or non-judicial proceedings in the nature of foreclosure, or by any conveyance in lieu of foreclosure, shall not require the consent of Lessor nor constitute a breach or default of this Agreement by Lessee, and upon the completion of the acquisition or conveyance Lessor shall acknowledge and recognize Lender as Lessee's proper successor under this Agreement upon Lender's cure of any existing Lessee defaults and assumption of the obligations of Lessee under this Agreement prospectively.

(f) In the event this Agreement is rejected by a trustee or a debtor-in-possession in any bankruptcy or insolvency proceeding Lessor agrees, upon request by any Lender within sixty (60) days after the rejection or termination, to execute and deliver to Lessee or Lender a new lease for the Lease Premises which (i) shall be effective as of the date of the rejection or termination of this Agreement, (ii) shall be for a term equal to the remainder of the term of this Agreement before giving effect to such rejection or termination, and (iii) shall contain the same terms, covenants, agreements, provisions, conditions and limitations as are contained in this Agreement (except for any obligations or requirements which have been fulfilled by Lessee or Lender prior to rejection or termination). Prior to the execution and delivery of any such new lease, Lessee, or Lender shall (i) pay Lessor any amounts which are due Lessor from Lessee, (ii) pay Lessor any and all amounts which would have been due under this Agreement but for the rejection or termination from the date of the rejection or termination to the date of the new lease and (iii) agree in writing to perform or cause to be performed all of the other

covenants and agreements to be performed by Lessee under this Agreement to the extent Lessee failed to perform them prior to the execution and delivery of the new lease.

Section 9.2. Assignment. Lessee may assign, sublease, transfer or convey its interests in this Agreement to an affiliate or subsidiary of Lessee which will own, lease or otherwise control the Facility, or an entity through which succeeds to all or substantially all Lessee's assets, without Lessor's consent. Lessee may also assign, sublease, transfer or convey its interests in this Agreement to a third party without Lessor's consent, provided that (i) any such assignment or conveyance shall not be for a period beyond the Term of this Agreement; (ii) the assignee or transferee shall be subject to all of the obligations, covenants and conditions applicable to the Lessee; and (iii) Lessee shall not be relieved from liability for any of its obligations under this Agreement by virtue of the assignment or conveyance unless Lessee assigns or conveys all of its interests under this Agreement to the assignee or transferee and the assignee or transferee expressly agrees in writing to perform the Lessee's obligations, covenants and conditions. Any permitted assignee or transferee of Lessee's rights or interests under this Agreement shall be entitled to receive Lessor's performance of Lessor's obligations under this Agreement and Lessor shall accept the assignee or transferee as the Lessee under this Agreement in all respects.

Section 9.3. Continuing Nature of Obligations; Memorandum.

(a) The easements and related rights granted by Lessor in this Agreement to Lessee are easements in gross, representing interests personal to and for the benefit of Lessee, its successors and assigns, as owner of the rights created by the easement. The easement and other rights granted by Lessor in this Agreement are independent of any lands or estates or interest in lands, there is no other real property benefiting from the easements and related rights granted in this Agreement and, as between the Lease Premises and other tracts of property, no tract is considered dominant or servient as to the other.

(b) The burdens of the easements and all other rights granted to Lessee in this Agreement shall run with and against the Lease Premises and the Easement Premises and shall be a charge and burden on the Lease Premises and the Easement Premises and shall be binding upon and against Lessor and its successors, assigns, permittees, licensees, lessees, employees and agents. The Lease Premises, including the easements and all other rights granted to Lessee in this Agreement, shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees and lessees. Lessor acknowledges that it may not sell, transfer, lease, assign, mortgage, or otherwise encumber the Facility or Lessee's interest in and all other rights granted to Lessee in this Agreement and related easements, and any sale or conveyance of the Lessor Property or Lessor Improvements shall be subject to the leasehold and easement interests of Lessee in this Agreement.

(c) Lessor and Lessee shall execute, and Lessee shall have the right to record, a short form, recordable memorandum of this Agreement in a form provided by Lessee.

Lessor hereby consents to the recordation of such memorandum, which will reflect basic terms of this Agreement, including, but not limited to, the solar easement as is required under Maine Revised Statutes, Title 33, Sections 1401 and 1402. Upon the expiration or termination of this Agreement, at the request of Lessor, Lessee agrees to provide a recordable acknowledgement of such expiration or termination to Lessee.

ARTICLE X
CONDEMNATION; FORCE MAJEURE

Section 10.1. Condemnation. If eminent domain proceedings are commenced against all or any portion of the Lease Premises, and the taking and proposed use of such property would prevent or adversely affect Lessee's construction, installation or operation of the Facility on the Lease Premises or related facilities, the parties shall either amend this Agreement to reflect any necessary relocation of the Facility which will preserve the value and benefit of the Lease Premises to Lessee, together with any corresponding payments, or, at Lessee's option, this Agreement shall terminate in which event neither party shall have any further obligations.

Section 10.2. Proceeds. All payments made by a condemnor on account of a taking by eminent domain shall be the property of the Lessor, except that Lessee shall be entitled to any award or amount paid for the reasonable costs of removing or relocating any Facility or the loss of any of the Facility or the loss of use of the Lease Premises pursuant to this Agreement. Lessee shall have the right to participate in any condemnation proceedings to protect its Facility and its rights and interests under this Agreement.

Section 10.3. Force Majeure. Neither Lessor nor Lessee shall be liable to each other, or be permitted to terminate this Agreement, for any failure to perform an obligation of this Agreement to the extent such performance is prevented by a Force Majeure. For purposes of this Agreement, "Force Majeure" shall mean an event beyond the control of the party affected and which, by exercise of due diligence and foresight, could not reasonably have been avoided, and includes, but is not limited to, fire, earthquake, flood, hurricane, tornado, war, epidemics, riot or civil strife, strikes or labor disputes, or the action by any governmental authority to prohibit the performance of the applicable obligation for reasons not attributable to the affected party. The affected party shall notify the other party of the occurrence of the Force Majeure and its effect on performance of this Agreement and shall take all reasonable efforts to remove or overcome the effects of the Force Majeure preventing performance of its obligations under this Agreement.

ARTICLE XI
MISCELLANEOUS

Section 11.1. Notice. Notices, consents or other documents required or permitted by this Agreement must be given by personal delivery, reputable overnight

courier, or U.S. certified mail postage prepaid and shall be sent to the respective parties as follows:

To Lessor: Rodney Hall
PO Box 72
East Dixfield, ME 04227

To Lessee: United States Solar Corporation
100 North 6th Street, Suite 410B
Minneapolis, MN 55403
Attention: Real Estate Notices

Notice shall be deemed delivered upon receipt or refusal, if personally delivered, upon the date of actually delivery or refusal shown on the courier's delivery receipt if sent by overnight courier, and on the fourth business day after deposit in the U.S. mail if sent by certified mail. Any party may change the address for notice by notice to the other party.

Section 11.2. No Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any duty to, or standard of care with reference to, or liability to, any person not a party to this Agreement. Except for the rights of Lenders set forth above and the successors and assigns of Lessee and Lessor, no provision of this Agreement is intended to nor shall it in any way inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Agreement, or of any one or more of the terms of this Agreement, or otherwise give rise to any cause of action in any person not a party to this Agreement.

Section 11.3. Entire Agreement.

(a) It is mutually understood and agreed that this Agreement constitutes the entire agreement between Lessor and Lessee and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representations or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Agreement. This Agreement may not be amended except in a writing executed by both parties.

(b) If, at any time during the term of this Agreement, Lessee deems it to be necessary or desirable to meet legal, regulatory or other requirements, Lessee may request that Lessor re-execute a new agreement substantially in the form of this Agreement with the same rents and with a term equal to the term of this Agreement remaining as of the date of execution of the new agreement, and Lessor shall execute and enter into the new agreement with Lessee or its designee.

Section 11.4. Governing Law; Legal Matters.

(a) This Agreement is made in Maine and shall be governed by the laws of the State of Maine. This instrument is not subject to Maine real estate transfer taxes pursuant

to Maine Revised Statute Title 36, Sections 4641, 4641-A(1)(A). If the parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, they agree that such dispute shall be resolved in a state court located in Maine.

(b) EACH OF THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO. EACH OF THE PARTIES TO THIS AGREEMENT WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THIS PROVISION IS A MATERIAL INDUCEMENT TO EACH OF THE PARTIES FOR ENTERING INTO THIS AGREEMENT.

Section 11.5. Cooperation. Each of the parties, without further consideration, agrees to execute and deliver such additional documents and take such action as may be reasonably necessary to carry out the purposes and intent of this Agreement and to fulfill the obligations of the respective parties.

Section 11.6. Waiver. Neither party shall be deemed to have waived any provision of this Agreement or any remedy available to it unless such waiver is in writing and signed by the party against whom the waiver would operate. Any waiver at any time by either party of its rights with respect to any rights arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent or other matter.

Section 11.7. Relationship of Parties. The duties, obligations and liabilities of each of the parties are intended to be several and not joint or collective. This Agreement shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between Lessor and Lessee or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either party. Lessor and Lessee shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other party.

Section 11.8. Confidentiality.

(a) The parties acknowledge that during the course of the performance of their respective obligations under this Agreement, either party may need to provide information to the other party that the disclosing party deems to be confidential, proprietary or a trade secret. Any such information that is marked confidential shall be treated confidential by the receiving party and shall not be disclosed to any other person without the prior consent of the disclosing party. Information shall not be considered confidential to the extent it is (i) already in the public domain through no act or omission of the receiving party; or (ii)

was known to the receiving party at the time of the disclosure without a breach of this Agreement or any other confidentiality provision by the receiving party.

(b) Subject to the exceptions set forth in Section 11.8(a), Lessor shall keep confidential, whether marked as such or not, all information pertaining to the financial terms of or payments under this Agreement, Lessee's site design, any solar resource data with respect to the Lease Premises or otherwise obtained from Lessee, any information about any Utility contract to which Lessee is a party, the results of any studies conducted as to the feasibility of the Facility, and any information about the performance of the Facility, including, in this respect, but not limited to, any information about possible issues with such performance. Lessor may disclose such information to its attorneys, accountants and personal financial advisors solely for use in connection with their representation and work for the Lessor; a bona fide prospective purchaser of the Lessor Property or Lessor Improvements who agrees to execute a confidentiality agreement acceptable in form and substance to Lessee; or pursuant to an order of a governmental authority with jurisdiction after having given Lessee notice of such order and the opportunity to oppose or seek a stay of the order.

Section 11.9. Severability. Should any provision of this Agreement be or become void, illegal or unenforceable, the validity or enforceability of the other provisions of this Agreement shall not be affected and shall continue in full force. The parties will, however, use their best efforts to agree on the replacement of the void, illegal or unenforceable provisions with legally acceptable clauses which correspond as closely as possible to the sense and purpose of the affected provision and this Agreement as a whole.

Section 11.10. Counterparts. This Agreement may be executed in two or more counterparts and by different parties on separate counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

Section 11.11. Multiple Land Owners. The following shall apply in the event that Lessor is comprised of two or more persons or entities at any time during the term of this Agreement. Any obligation under this Agreement for Lessee to pay Lessor any amount will be completely and unconditionally satisfied by payment of such amount by Lessee to the party named for Lessor in Section 11.1 at the address for such party given in Section 11.1, or such other single address designated by not less than thirty (30) days' prior written notice to Lessee signed by all parties then comprising Lessor. At Lessee's election such payment may be by joint check or checks payable to the Lessor parties known to Lessee. The parties comprising Lessor shall be solely responsible to notify Lessee in writing of any change in ownership of the Lease Premises or any portion thereof. Each of the parties comprising Lessor hereby irrevocably directs and authorizes Lessee to make all payments payable to Lessor under this Agreement and to provide all notices to Lessor under this Agreement directly to the party named in Section 11.1 as agent for all parties comprising Lessor, or to such other single person that all parties comprising Lessor shall direct by written notice to Lessee. The parties comprising Lessor shall be solely responsible for distributing their respective shares of such payments

between themselves and agrees to resolve any dispute they might have between themselves, and shall not join Lessee in any such dispute.

Section 11.12. Burdens Run With and Against the Land. The burdens of the easements and related rights granted to Lessee in this Agreement shall run with and against the Lease Premises during the term of this Agreement and shall be a charge and burden on the Lease Premises and shall be binding upon and against Lessor and its successors, assigns, permittees, licensees, lessees, employees and agents. This Agreement and the easements and related rights granted herein shall inure to the benefit of Lessee and its successors, assigns, permittees, licensees and project lessees.

[Signature Pages Follow]

LESSOR:

By: _____

Name: Rodney A. Hall

State of Maine

County of Franklin

The foregoing instrument was acknowledged before me this 3rd day of June, 2020, at Farmington, Maine, by Rodney A. Hall as trustee of the Rodney A. Hall Living Trust dated June 22, 2016, to be his free act and deed.

_____
Signature of Notary Public

Nancy C. Pratt
Name of Notary Public (print your name)

SEAL

Notary Public, State of Maine
My commission expires: 09/25/20

US Solar Development LLC, a Delaware limited liability company

By:

Name: Reed Richerson

Title: COO

STATE OF MINNESOTA)
) ss.
COUNTY OF Ramsey)

The foregoing instrument was acknowledged before me this 3 day of June, 2020 by Reed Richerson, the COO of US Solar Development LLC, a Delaware limited liability company, on behalf of the company.

Notary Public

NICOLE ANN MILLER
Notary Public-Minnesota
My Commission Expires Jan 31, 2024

THIS INSTRUMENT DRAFTED BY:

Bruce Bedwell
United States Solar Corporation
100 N. 6th St, Suite 410B
Minneapolis, MN 55403
612.260.2230

EXHIBIT A

Description of Premises, Lessor Property, and Access Premises

1. Lessor Property

One tract(s) in Franklin County, Maine described as follows:

Property ID: 07210-25-021

Deeded Acreage: 22.00

Legal Description:

2. Lease Premises

Up to approximately 22 acres of the one tract comprising the Lessor Property as described above.

3. Access Premises and Distribution Premises

Approximate depictions of the Premises (orange), Access Premises (green), and Distribution Premises (red) are shown below.



EXHIBIT B

Description of Easement Premises

1. Easement Premises.

Up to approximately 22 acres of the one tract in Franklin County, Maine approximately depicted below.

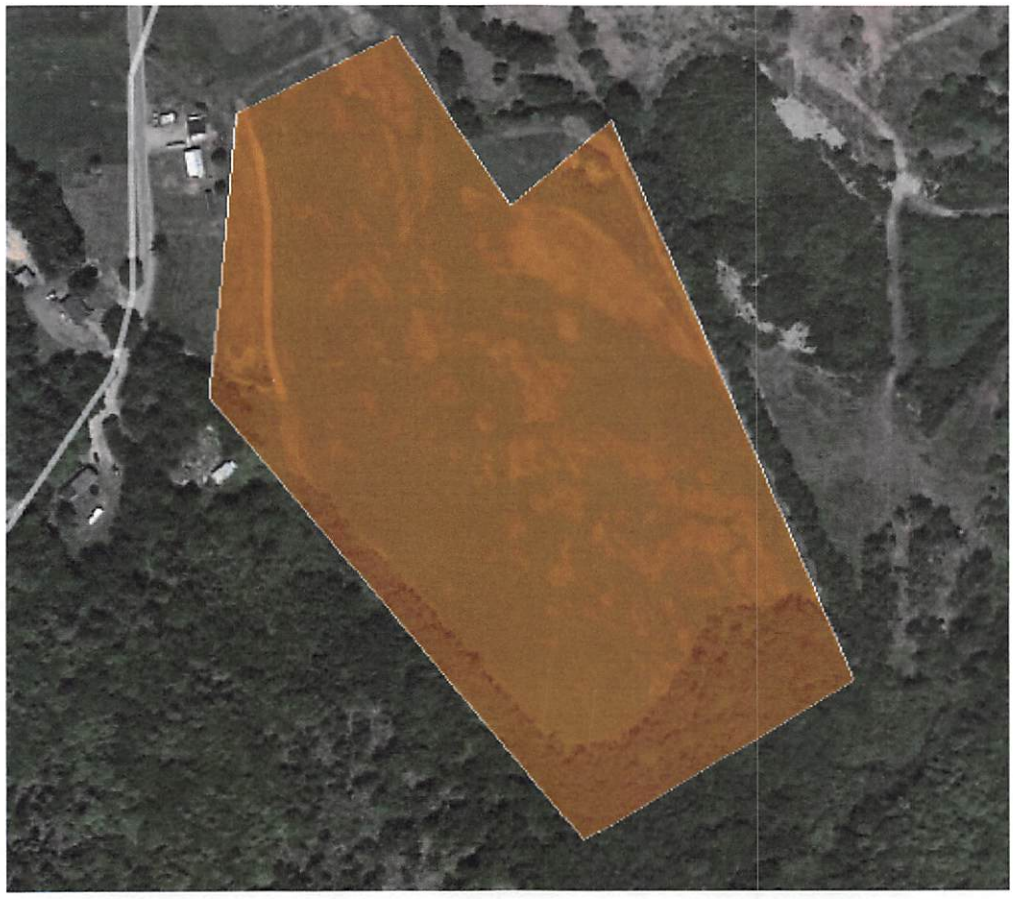


EXHIBIT C

Interconnection Point

Interconnection of the Facility with Utility will be at the distribution pole located on one side of the Lessor Property, unless otherwise required by Utility.

EXHIBIT D

Rent

1. On the Lease Effective Date, Lessee shall pay Lessor $2,000, as provided in Section 4.1(b).

2. During the Construction Period, Lessee shall pay Lessor Rent in an amount equal to $250 per acre within the Lease Premises annually (paid quarterly, in advance), with the acreage determined after any adjustments to the size of the Lease Premises pursuant to Section 2.4.

3. From and after the Commercial Operation Date, Rent shall be equal to $1,500 per acre within the Lease Premises annually (paid quarterly in advance), with the acreage determined after any adjustments to the size of the Lease Premises pursuant to Section 2.4.

All amounts shall be prorated as applicable.

EXHIBIT E

Additional Defined Terms

The terms defined below, when capitalized and used in the Agreement, shall have the meanings given to them in this Exhibit E.

1. Emergency: Any condition or situation that, in the judgment of Lessor, Lessee or Utility (i) creates a risk of injury to any person or of material damage to property, including the Lessor Improvements or Facility; or (ii) adversely affects the ability of Utility to provide to Lessor, or Lessor to receive, safe and reliable electrical service at the Lessor Property.

2. Environmental Attributes: All attributes of an environmental or other nature that are created or otherwise arise from the Facility, generation of electricity using sunlight as a source of energy, either in its own right or in contrast to the generation of electricity using nuclear or fossil fuels or resources, including, but not limited to, tags, certificates or similar products or rights associated with solar energy as a "green" or "renewable" energy resource, including any and all environmental air quality credits, emissions reductions, allowances, offsets or other benefits related to the use of solar energy at the Lessor Property in a manner which reduces, displaces or offsets emissions resulting from fuel combustion pursuant to any existing or future international, federal, regional, state or local legislation, regulation, agreement or voluntary agreement, and the aggregate amount of credits, offsets or other benefits related to any environmental or renewable energy credit trading program, information system or tracking system associated with the energy generated from the Facility, and any credits, allowances, offsets, or emission or pollution reductions for substances such as mercury, nitrogen oxide, sulfur dioxide, carbon dioxide, carbon monoxide, particulate matter, or other contaminants or air, water or soil under federal, state, regional or local law or any international regulatory or voluntary program, including the United Nations Framework Convention on Climate Change and related Kyoto Protocol and similar or successor programs, treaties, agreements, laws and regulations.

3. Environmental Law: All applicable federal, state and local laws, including statutes, regulations, rulings, orders, and legally binding governmental restrictions and requirements, relating to the production, handing, release, discharge, treatment or disposal of air pollutants, water pollutants, process waste water, Hazardous Substances, toxic substances or otherwise relating to the natural environment or natural resources, each as amended from time to time, including, but not limited to (i) the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.; (ii) the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.; (iii) the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. § 6901 et. seq.; (iv) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq.; (v) the Toxic Substances Control Act, as amended, 15 U.S.C. § 2601 et seq.; (vi) Occupational Safety and Health Act of 1970; (vii) the Emergency Planning and

Community Right-to-Know Act, 42 U.S.C. § 11001 et seq.; and (viii) any other similar applicable federal, state or local law.

4. Hazardous Substance: (A) Any substance that is listed, defined, designated, classified or regulated under any Environmental Law as a (i) hazardous material, substance, constituent or waste, (ii) toxic material, substance, constituent or waste, (iii) radioactive material, substance, constituent or waste, (iv) dangerous material, substance, constituent or waste, (v) pollutant, (vi) contaminant, or (vii) special waste, including petroleum, petroleum products, polychlorinated biphenyls, pesticides and asbestos.

5. Lessor Improvements: The structures, facilities, fixtures, fences, tiling systems and other tangible property owned or controlled by Lessor and located on the Lessor Property.

6. Prudent Electric Industry Practice: Those methods and that equipment, as changed from time to time, that are commonly used and accepted in electrical engineering and operations to operate electrical equipment lawfully and with safety, dependability and efficiency, including, but not limited to, the requirements of the National Electric Safety Code, the National Electrical Code, Utility, and any Requirement of Law.

EXHIBIT F

Liens or Encumbrance

Leases Affecting the Lease Premises

[List any liens or encumbrances, such as mortgages, affecting the Lease Premises, and any leases affecting the Lease Premises, such as crop leases]

Mortgage(s):

Agricultural Lease:

Liens or Encumbrances:

TOWN OF WILTON
158 WELD RD
WILTON, ME 04294-4404

For the fiscal year July 1, 2025 to June 30, 2026

OFFICE HOURS
Monday, Tuesday, Thursday 8:00AM - 5:00PM
Wednesday 7:00AM - 1:00PM
Friday 8:00AM - 12:00PM

THIS IS THE ONLY BILL YOU WILL RECEIVE

2025 REAL ESTATE TAX BILL

CURRENT BILLING INFORMATION	
LAND VALUE	$4,933.00
BUILDING VALUE	$0.00
TOTAL: LAND & BLDG	$4,933.00
FURNITURE & FIXTURES	$0.00
MACHINERY & EQUIPMENT	$0.00
TELECOMMUNICATIONS	$0.00
MISCELLANEOUS	$0.00
TOTAL PER. PROPERTY	$0.00
HOMESTEAD EXEMPTION	$0.00
OTHER EXEMPTION	$0.00
NET ASSESSMENT	$4,933.00
TOTAL TAX	$107.79
LESS PAID TO DATE	$0.00
TOTAL DUE ⇨	**$107.79**

S382691 P0 - 1of1 - M3

1090 HALL, RODNEY, TRUSTEE
PO BOX 72
EAST DIXFIELD, ME 04227-0072

ACCOUNT: 001454 RE
MIL RATE: 21.85
LOCATION: TOBIN FLAT RD
BOOK/PAGE: B4073P53 03/25/2019 B3825P232 06/10/2016 B1328P10 11/09/1992

ACREAGE: 22.00
MAP/LOT: 25-021

FIRST HALF DUE: $53.90
SECOND HALF DUE: $53.89

TAXPAYER'S NOTICE

INTEREST AT 7.5% PER ANNUM CHARGED BEGINNING 11/03/2025 AND 05/01/2026.
As per State Law, the ownership and valuation of all real and personal property subject to taxation shall be fixed as of April 1st. For this tax bill, that date is April 1, 2025.
If you have sold your real estate since April 1, 2025, it is your obligation to forward this bill to the current property owner. FAILURE TO FORWARD THIS BILL MAY RESULT IN A LIEN BEING PLACED AGAINST YOUR NAME.

INFORMATION
This bill is for the current tax year, July 1, 2025 to June 30, 2026. Past due amounts for prior years, if any, are NOT included. State Aid for Education, Homestead Exemption Reimbursement and State Revenue Sharing from the State of Maine have reduced your tax bill by 18%. After eight months and no later than a year from the date of commitment, a lien will be placed on all real estate for which taxes remain unpaid.
As of September 17, 2025, the Town of Wilton has outstanding bonded indebtedness of $0.
THIS WILL BE YOUR ONLY TAX BILL. REMINDERS WILL NOT BE SENT PRIOR TO THE PAYMENT DUE DATES.
For assessment inquiries, call the Assessor at 645-4961. For payment inquiries, call the Tax Collector at 645-4961.

CURRENT BILLING DISTRIBUTION		
SCHOOL	$50.66	47.00%
MUNICIPAL	$45.27	42.00%
COUNTY	$9.70	9.00%
TIF	$2.16	2.00%
TOTAL	$107.79	100.00%

REMITTANCE INSTRUCTIONS

To avoid standing in line, taxes may be paid by mail.
Please make check or money order payable to
TOWN OF WILTON and mail to:

TOWN OF WILTON,
158 WELD RD
WILTON, ME 04294-4404

If you would like a receipt, please send a self-addressed, stamped envelope.

2025 REAL ESTATE TAX BILL
ACCOUNT: 001454 RE
NAME: HALL, RODNEY, TRUSTEE
MAP/LOT: 25-021
LOCATION: TOBIN FLAT RD
ACREAGE: 22.00

TOWN OF WILTON, 158 WELD RD, WILTON, ME 04294-4404

INTEREST BEGINS ON 05/01/2026

	DUE DATE	AMOUNT DUE	AMOUNT PAID
2nd half	05/01/2026	$53.89	

PLEASE REMIT THIS PORTION WITH YOUR SECOND PAYMENT

2025 REAL ESTATE TAX BILL
ACCOUNT: 001454 RE
NAME: HALL, RODNEY, TRUSTEE
MAP/LOT: 25-021
LOCATION: TOBIN FLAT RD
ACREAGE: 22.00

TOWN OF WILTON, 158 WELD RD, WILTON, ME 04294-4404

INTEREST BEGINS ON 11/03/2025

	DUE DATE	AMOUNT DUE	AMOUNT PAID
1st half	11/01/2025	$53.90	

PLEASE REMIT THIS PORTION WITH YOUR FIRST PAYMENT

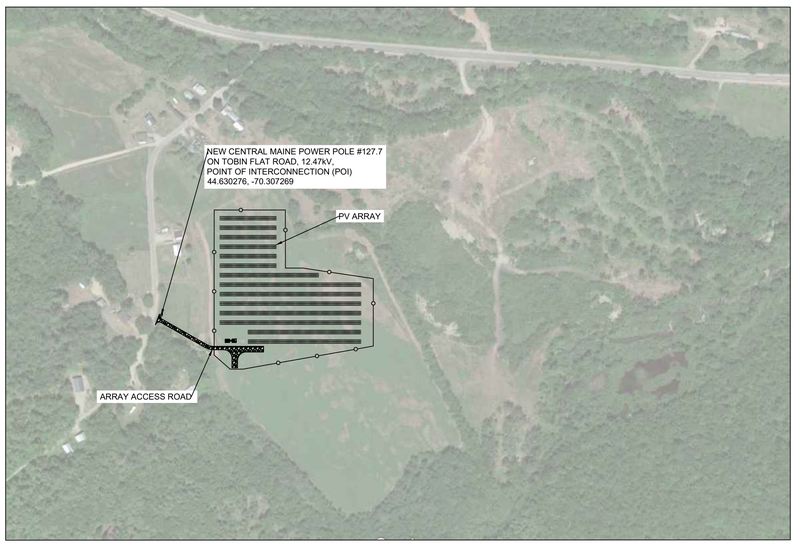
1,381.25 kW DC ~ 999.00 kW AC

USS WELD SOLAR LLC

ISSUE FOR AS-BUILT SET: REV 0 | PROJECT #: 012110



1 SATELLITE IMAGE
NOT TO SCALE



2 SATELLITE IMAGE W/ PROJECT OVERLAY
NOT TO SCALE

PROJECT DETAILS	
PROJECT OWNER	USS WELD SOLAR LLC
PROJECT LOCATION:	44.630266, -70.307269
PARCEL #:	MAP 25 LOT 21
LANDOWNER:	RODNEY A. HALL LIVING TRUST
PROJECT AREA:	~7.15 ACRES
ON CENTER SPACING:	20"
GCR:	0.40

SYSTEM INFORMATION	
MODULE TYPE / QTY:	1,170 JA SOLAR JA72D30-545 (545W), 1,352 JA SOLAR JA72D30-550 (550W)
INVERTERS:	(5) SOLIS S6-250K-EHV-US-M12 PERMANENTLY DERATED @143kW/143kVA AC, (2) SOLIS S6-250K-EHV-US-M12 PERMANENTLY DERATED TO @142kW/142kVA
SYSTEM SIZE (DC / AC):	1,381.25kW DC / 999.00kW AC
MOUNTING SYSTEM:	FIXED TILT, 2P
TILT ANGLE:	25°
ARRAY AZIMUTH:	180°
MONITORING SYSTEM:	POWER FACTORS

PROJECT TEAM	
CONTRACTOR:	LOUTH CALLAN RENEWABLES 2 PEARSON WAY, ENFIELD, CT 06082 (860) 814-4379
EPC:	LOUTH CALLAN RENEWABLES 2 PEARSON WAY, ENFIELD, CT 06082 (860) 814-4379
ELECTRICAL ENGINEER:	LOUTH CALLAN RENEWABLES 2 PEARSON WAY, ENFIELD, CT 06082 (860) 814-4379
STRUCTURAL ENGINEER:	APA SOLAR 20-345 COUNTY RD PO BOX 224 ,RIDGEVILLE CORNERS, OH 43555 (419) 828-4511
CIVIL ENGINEER:	KREBS AND LANSING CONSULTING ENGINEERS, INC. 164 MAIN ST, SUITE 201, COLCHESTER, VT 05446 (802) 878-0375
ENVIRONMENTAL:	KREBS AND LANSING CONSULTING ENGINEERS, INC. 164 MAIN ST, SUITE 201, COLCHESTER, VT 05446 (802) 878-0375
STORMWATER:	KREBS AND LANSING CONSULTING ENGINEERS, INC. 164 MAIN ST, SUITE 201, COLCHESTER, VT 05446 (802) 878-0375

UTILITY INFORMATION	
UTILITY:	CENTRAL MAINE POWER (CMP)
FEEDER VOLTAGE:	12.47kV
FEEDER CIRCUIT:	NEW FEEDER FROM EXISTING CMP 12.47kV SUBSTATION
POI:	CMP POLE #127.7

FOR AS-BUILTS ONLY

SCOPE OF WORK:

TO INSTALL A SOLAR PHOTOVOLTAIC (PV) SYSTEM LOCATED AT

8-34 TOBIN FLAT RD. ,
WILTON, ME 04294.

THE PV SYSTEM WILL BE INTERCONNECTED WITH THE UTILITY GRID, WHEREIN THE GENERATED POWER SHALL BE FED IN TO UTILITY POLES.

SHEET INDEX LEGEND	
UPDATED DRAWING ISSUE	●
UNCHANGED DRAWING	○
DRAWING REMOVED FROM SET	⊗

		ISSUE FOR PERMITTING (60%) 10/2/2024	PROGRESS DESIGN (90%) 06/18/24	ISSUE FOR CONSTRUCTION (100%) 07/17/2024
T-001	TITLE SHEET	●	●	○
T-002	GENERAL NOTES	●	●	○
T-003	SYMBOLS AND ABBREVIATIONS	●	●	○
A-101	SITE PLAN	●	●	●
E-201	ELECTRICAL PLAN	●	●	○
E-202 TO E-204	PARTIAL ELECTRICAL PLAN	●	●	○
E-301	WIRE MANAGEMENT DETAILS	●	●	●
E-302	INVERTER DETAILS	●	●	○
E-303	COMBINER BOX DETAILS	●	●	○
E-304	RACKING ELEVATION DETAILS	●	●	●
E-305	TRENCH DETAILS 1	●	●	●
E-307 TO E-308	EQUIPMENT PAD DETAILS	●	●	●
E-309	PAD STRUCTURAL DETAILS	●	●	●
E-310	PAD GROUNDING DETAILS	●	●	●
E-311	GROUNDING DETAILS	●	●	○
E-312	GROUNDING DETAILS	●	●	○
E-313 TO E-316	MV ELEVATION DETAILS	●	●	○
E-317	DAS SLD DETAILS	●	●	○
E-318	COMMUNICATIONS DETAILS	●	●	○
L-401	MV SINGLE LINE DIAGRAM	●	●	○
L-402	SINGLE LINE DIAGRAM	●	●	○
W-501 TO W-503	WIRE SCHEDULES AND CALCULATIONS	●	●	●
S-601 TO S-602	STICKERS	●	●	○
R-701 TO R-703	RESOURCE DOCUMENTS	●	●	●

Louth Callan Renewables
2 PEARSON WAY,
ENFIELD, CT 06082

PE STAMP AND SIGNATURE:

PUNGO ENGINEERING SERVICES
PUNGO ENGINEERING SERVICES, PLLC.
424 EAST MAIN STREET
WASHINGTON, NORTH CAROLINA 27889
INFO@PUNGOENGINEERING.COM
(252) 945-8652

PROJECT OWNER:

Dimension Energy

USS WELD SOLAR LLC
8-34 TOBIN FLAT RD.
WILTON, ME 04294

DRAWING ISSUE			
REVISION	DATE	DESCRIPTION	ENG
1	05/20/2025	ISSUE FOR AS-BUILTS	HC

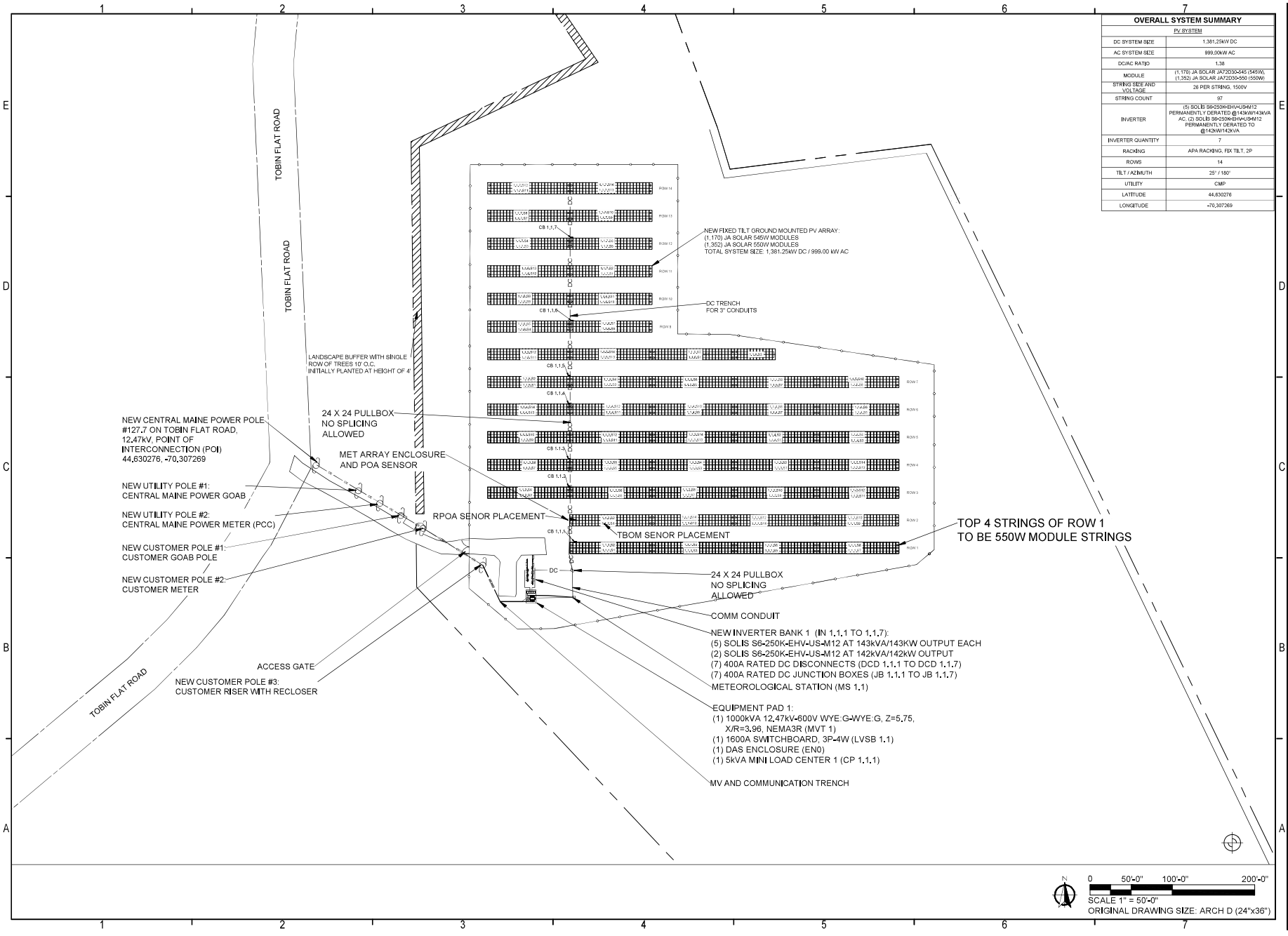
PROJECT NO:	012110
CAD DWG FILE:	USS WELD SOLAR LLC - SHEETS AS BUILT
SHEET SIZE:	ANSI D
DRAWN BY:	LH
CHECKED BY:	--
COPYRIGHT:	LOUTH CALLAN RENEWABLES, LLC. 2024

SHEET TITLE

SITE PLAN

T-001

THIS DRAWING IS THE PROPERTY OF LOUTH CALLAN RENEWABLES. THE INFORMATION CONTAINED WITHIN IS CONFIDENTIAL AND IS ONLY TO BE USED IN CONNECTION THE WORK DESCRIBED BY LOUTH CALLAN RENEWABLES. AND AS SUCH SHALL NOT BE DUPLICATED WITHOUT THE EXPRESS WRITTEN PERMISSION OF LOUTH CALLAN RENEWABLES.



OVERALL SYSTEM SUMMARY	
PV SYSTEM	
DC SYSTEM SIZE	1,381.25kW DC
AC SYSTEM SIZE	999.00kW AC
DC/AC RATIO	1.38
MODULE	(1,170) JA SOLAR JA72D30-545 (545W), (1,352) JA SOLAR JA72D30-550 (550W)
STRING SIZE AND VOLTAGE	26 PER STRING, 1500V
STRING COUNT	97
INVERTER	(5) SOLIS S6-250K-EHV-US-M12 PERMANENTLY DERATED @143kW/143kVA AC, (2) SOLIS S6-250K-EHV-US-M12 PERMANENTLY DERATED TO @142kW/142kVA
INVERTER QUANTITY	7
RACKING	APA RACKING, FIX TILT, 2P
ROWS	14
TILT / AZIMUTH	25° / 180°
UTILITY	CMP
LATITUDE	44.630276
LONGITUDE	-70.307269

Louth Callan Renewables
2 PEARSON WAY,
ENFIELD, CT 06082

PE STAMP AND SIGNATURE:

PUNGO ENGINEERING SERVICES

PUNGO ENGINEERING SERVICES, PLLC.
424 EAST MAIN STREET
WASHINGTON, NORTH CAROLINA 27889
INFO@PUNGOENGINEERING.COM
(252) 945-8652

Digitally signed by Keith Hardt, P.E.
DN: cn=Keith Hardt, o=Pungo Engineering Services, PLLC, ou=North Region, c=US
Date: 2026.01.28 08:41:41 -05'00'

STATE OF MAINE
KEITH AARON HARDT
No. 16374
REGISTERED PROFESSIONAL ENGINEER

PROJECT OWNER:

Dimension Energy

USS WELD SOLAR LLC

8-34 TOBIN FLAT ROAD
WILTON, ME 04294

DRAWING ISSUE			
REVISION	DATE	DESCRIPTION	ENG
1	05/09/2025	ISSUE FOR I-SEUTS	HC

PROJECT NO:	0211D
CAD DWG FILE:	USS WELD SOLAR - PERMIT ISSUE
SHEET SIZE:	ANSI D
DRAWN BY:	LH
CHECKED BY:	-

COPYRIGHT:
LOUTH CALLAN RENEWABLES, LLC, 2024

SHEET TITLE

ELECTRICAL PLAN

E-201

THIS DRAWING IS THE PROPERTY OF LOUTH CALLAN RENEWABLES, THE INFORMATION CONTAINED HEREIN IS CONFIDENTIAL AND IS ONLY TO BE USED IN CONNECTION WITH THE WORK DESIGNED BY LOUTH CALLAN RENEWABLES, AND AS SUCH SHALL NOT BE COPIED OR USED WITHOUT THE EXPRESS WRITTEN PERMISSION OF LOUTH CALLAN RENEWABLES.