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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 NRES Program: Is the Generation Facility in the LREC/ZREC, RSIP-E, SHREC, SCEF, RRES or NRES Program? ☐ Yes ☐ No If yes, which program? ☐ LREC ☐ ZREC ☐ RSIP-E ☐ SHREC ☐ SCEF ☐ RRES ☐ NRES 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	

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Part II: Generation Facility Information

1. Generation Facility

Name of Facility: 157 BURNHAM ROAD, LIMERICK , ME 04987 - Limerick CSG 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: 157 Burnham Road

City/Town: Limerick State: ME Zip Code: 04987

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. NW, Suite 350

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

Business Phone: 734-5967-748 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: _____

(If company name, must also provide a contact name)

Mailing Address: CARROLL LIVING TRUST MAY 8, 2020. CARROLL, ANTHONY R, VICKIE L TRUSTEES

City/Town: 47 Elm street State: ME Zip Code: 04048

Business Phone: 207-929-0258 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 - contact Lucas Cao

(If company name, must also provide a contact name)

Mailing Address: 3050 Peachtree Rd NW, Suite 350

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

Business Phone: 734-596-7748 Email: assetmanagement@dimension-energy.com

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Part II: Generation Facility Information (continued)

6. Nameplate/Installed Capacity (in megawatts per AC): 1.00

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

7. Commercial Operation Date: 07/29/2026
(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#, IMP#): _____

☑ Behind-the-meter – provide the NEPOOL GIS ID No. (NON#): NON268180

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.

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
☐ Anaerobic Digestion or Other Biogas Derived from Biological Sources	1. What type of methane gas is used? (check the applicable box below) ☐ 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

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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
☐ Thermal Electric Direct Energy Conversion from a Certified Class I Renewable Energy Source	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, or received a new license after January 1, 2018; *Has a generating capacity of not more than sixty 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.

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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:** *Has an executed agreement to provide energy to an electric distribution company, prior to October 1, 2025; *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 the 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 the facility receive funding from the Clean Energy Fund prior to May 1, 2006? ☐ Yes ☐ No Does the facility have an agreement to provide energy to an electric distribution company, executed prior to October 1, 2025? ☐ Yes ☐ No If yes, attach a copy of agreement.
☐ Nuclear Power Generating Facility **Statutory Requirement** ***Constructed on or after October 1, 2023.	
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.

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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	9/24/2026
Signature of Generation Facility Owner	Date
Bryan Bentrott	EVP
Print Name of Generation Facility Owner	Title (if applicable)

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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)

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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: _____

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GROUND LEASE

This GROUND LEASE (this "Lease") is made and entered into as of October 10, 2019 (the "Effective Date") by and between ANTHONY CARROLL AND VICKIE CARROLL (jointly, severally and collectively, "Landlord"), and DIMENSION ME 1 LLC, a Delaware limited liability company ("Tenant" and, together with Landlord, each, a "Party" and together, the "Parties").

RECITALS

A. WHEREAS, Landlord is the owner of that certain real property, along with any and all easements, rights (including without limitation, any and all access rights), privileges and appurtenances associated therewith, located at Limerick, in the County of York, State of Maine, consisting of approximately one hundred twenty-five (125) acres, assigned APN: LIME-000037-000000-000002; as more particularly described on Exhibit A attached hereto and incorporated herein by reference (collectively, the "Property").

B. WHEREAS, Landlord desires to lease approximately twenty (20) to forty (40) acres of the Property as depicted on Exhibit B (the "Land") together with all appurtenant rights and easements thereto to Tenant for the purposes of installing, operating, maintaining and removing certain improvements, including but not limited to a solar electric generating facility and/or an electrical collection and storage facility, which may include, among other things all photovoltaic solar panels, mounting systems, inverters, transformers, integrators, all electrical lines and conduits required to collect and transmit electrical energy and/or energy storage facilities, foundations, overhead or underground electrical and communications lines and conduits and additional utility lines, cables, conduits, transformers, wires, meters, switch yards, monitoring equipment, batteries, fencing and other necessary and convenient equipment and appurtenances common to such a facility or facilities (collectively, the "Solar Facility", "Facility" or "Facilities").

C. NOW, THEREFORE, in consideration of the rents, covenants and agreements herein contained on the part of Tenant, Landlord and its successors and assigns, agrees to and does hereby lease to Tenant, and Tenant agrees to and does hereby lease from Landlord, subject to the terms and conditions of this Lease, a leasehold estate in the Land, together with all right, title and interest of Landlord in and to all easements, rights, privileges and appurtenances to the same belonging or in any way appertaining thereto, and all right, title and interest, if any, of Landlord in any land lying in the bed of any street, avenue or alley adjoining the parcel of land described above to the center line thereof, to have and to hold the aforesaid Land and appurtenant interests unto Tenant for the Term, and Landlord and Tenant hereby covenant and agree as follows:

1. Recitals; Definitions. The Recitals set forth above and the Exhibits attached to this Lease are each incorporated into the body of this Lease as if set forth in full. All capitalized terms used in the body of this Lease shall have the meaning as set forth herein, whether defined before or after said terms are used herein.

2. Term of Lease; Extension Option.

(a) Term. The initial Term of the Lease shall consist of the Development Term and the Operating Term. The "Development Term" is the period of time commencing on the Effective Date hereof and terminating on the earlier of (a) the first day of the Operating Term, or (b) the second (2nd) anniversary of the Effective Date; provided, however, that, Tenant shall have the right to extend the Development Term for up to an additional one (1) year period by delivering written notice to Landlord on or before the second (2nd) anniversary of the Effective Date. Notwithstanding anything to the contrary contained herein, in the event that the Commercial Operation Date has not occurred prior to the expiration of the Development Term despite the fact that Tenant has commenced construction of the Solar Facility at the Land during the Development Term, the Development Term will automatically be extended until such date that the Commercial Operation Date occurs. "Operating Term" shall

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mean that period of time commencing on the Commercial Operation Date and terminating on the twentieth (20th) anniversary thereof date on which (a) completion of the construction and successful testing of the Solar Facility has occurred, and (b) the Solar Facility has obtained final approval for interconnected operation by the local electric utility ("Commercial Operation Date"). Landlord and Tenant agree to promptly execute and deliver a written memorandum confirming the Commercial Operation Date, the Land and the annual Operating Rent for the Land, in the form attached to the Lease as Exhibit D. Tenant shall promptly notify Landlord in writing upon the occurrence of both (a) and (b) above. Notwithstanding the foregoing or anything to the contrary contained herein, Tenant shall have the right to terminate this Lease as to the entire Land (or any portion thereof) at any time during the Development Term, for any or no reason at all, upon at least five (5) days' written notice to Landlord. The termination notice shall be effective upon the mailing of such notice by Tenant, or upon such later date as designated by Tenant in such notice. Upon such termination, except as expressly set forth herein, this Lease shall be of no further force or effect and all rights, duties and obligations of Landlord and Tenant under this Lease shall terminate, except for those that expressly survive termination of the Lease. Notwithstanding anything to the contrary contained herein, the Development Term and the Operating Term shall be referred to herein as the "Term".

(b) Extension Option. Notwithstanding the foregoing, Tenant shall have the option (each, an "Option") to renew this Lease and extend the Term for two (2) additional periods of five (5) years each (each, an "Option Term"). The Rent during each Option Term shall be calculated in the same manner as during the initial Operating Term. Tenant shall notify Landlord of its intention to exercise an Option at least three (3) months but no more than fifteen (15) months prior to the then-scheduled expiration date of the Lease or at least three (3) months but no more than fifteen (15) months prior to the expiration of the first Option Term, as applicable.

3. Rent.

(a) Development Rent. Tenant covenants and agrees to pay to Landlord, in lawful money of the United States of America, rent (the "Development Rent") in an amount equal to One Thousand Five Hundred and No/100 Dollars ($1,500.00) for every quarter occurring during the period (the "Development Rent Period") commencing on the Effective Date and continuing through the day immediately preceding the Construction Period Commencement Date (defined in Section 3(b), below). Development Rent is payable by Tenant in advance on a quarterly basis during the Development Rent Period with the first payment commencing on the date that is forty-five (45) days after the Effective Date.

(b) Construction Rent. Tenant covenants and agrees to pay to Landlord, in lawful money of the United States of America, rent ("Construction Rent") in an amount equal to Two Thousand Two Hundred Fifty and No/100 Dollars ($2,250.00) per acre of the Land (as reasonably determined by Tenant) per annum during the period (the "Construction Period") commencing on the date that Tenant commences physical construction of the Solar Facility (the "Construction Period Commencement Date") and continuing through the day immediately preceding the Commercial Operation Date in accordance with this Section. The Construction Rent shall be paid monthly and shall be prorated based on the number of months during the Construction Period (i.e., in the event that the Construction Period is for a period of three (3) months, then Tenant shall only be obligated to pay Construction Rent payable for such three (3) month period and not an entire twelve (12) month period). The first monthly payment of Construction Rent shall be due and payable within five (5) business days following Tenant's delivery of the Construction Commencement Notice (defined in Section 23(a), below). Landlord hereby acknowledged and agrees that in no event shall Tenant be obligated to pay to Landlord Development Rent during the Construction Period.

(c) Operating Rent. Tenant covenants and agrees to pay to Landlord, in lawful money of the United States of America, rent in an amount equal to Two Thousand Two Hundred Fifty and No/100 Dollars ($2,250.00) per usable acre of the Land (as reasonably determined by Tenant) per annum ("Operating Rent") during the first six (6) years of the Operating Term in accordance with this Section. Upon the seventh (7th) anniversary of

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the Commercial Operation Date and upon each anniversary of the Commercial Operation Date thereafter during the Operating Term, Operating Rent shall increase by an amount equal to two percent (2%). Notwithstanding any provision to the contrary set forth herein, in no event shall the Operating Rent payable during the Operating Term be less than Thirty-Eight Thousand Two Hundred Fifty and No/100 Dollars ($38,250.00) per annum. Operating Rent is payable by Tenant, in advance, on an annual basis, during the Operating Term. The first payment of Operating Rent shall be due and payable within five (5) business days of the Commercial Operation Date.

(d) Rent. "Rent" shall mean, as applicable, either the Development Rent or the Operating Rent. Rent shall be paid in addition to and over and above all other payments to be made by Tenant as hereinafter provided in this Lease.

(e) Additional Rent; Taxes and Late Fees. As used herein "Additional Rent" shall mean all payment obligations of Tenant to Landlord hereunder which are in excess of Tenant's obligation to pay Rent. Tenant covenants and agrees to pay as Additional Rent only those Taxes payable by Tenant pursuant to the terms of Section 6, below, and costs, expenses, liabilities and obligations but only to the extent Tenant has expressly agreed to pay or assume the same under the provisions of this Lease or which Tenant agrees, in writing, are to be at the expense of Tenant. In the event of any partial calendar month during the Term, Tenant shall pay a proportionate share of the applicable Rent due for such month based on the number of days in such month occurring during the applicable calendar month during the Term. "Taxes" shall mean all Real Estate Taxes, excises, levies, license and permit fees, utility charges and other charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature which shall or may during the Operating Term be assessed, levied, charged, confirmed or imposed upon or become payable out of or become a lien on the Land, or any part thereof directly attributable to Tenant's use of or occupation of the Land. For the avoidance of doubt, in no event shall Tenant be obligated to pay any Taxes during the Development Term. As used herein, "Real Estate Taxes" shall mean all real property taxes, assessments, vault rentals and other charges, if any, general, special or otherwise, levied or assessed upon or with respect to the ownership of the Land imposed by any board, bureau, commission, department or body of any municipal, county, state or federal governmental unit or subdivision thereof, having or acquiring jurisdiction over the Land or the use and improvement thereof, including any Board of Fire Underwriters having jurisdiction over the Land (collectively, the "Governmental Authorities") having jurisdiction. Except for taxes, fees, charges and impositions described in the next succeeding sentence, Real Estate Taxes shall not include any municipal, state or federal income, income profits or revenue tax imposed on rent, inheritance, estate, succession, transfer, gift, franchise, corporation, income or profit tax or capital levy. For the avoidance of doubt, in no event shall Tenant be responsible for any Real Estate Taxes or Taxes that are not attributable to the portions of the Land or Property not occupied or leased by Tenant hereunder. If either party is delinquent in the payment of any money due to the other under the terms of the Lease, including monthly installments of Rent, and such party shall fail to pay within ten (10) business days after such amount shall be due, such party shall pay to the other upon five (5) business days' prior written notice, on demand, interest thereon at a rate equal to the ten percent (10%) per annum.

4. Development Term Feasibility.

(a) Right of Entry. At all times during the Development Term, Tenant, its employees, agents and independent contractors shall have full and complete access, upon not less than twenty-four (24) hours' prior notice to Landlord, which may be telephonic by calling directly to Vickie Carroll at (207) 929-0258 or via electronic mail to vickiecarroll@roadrunner.com, to the Land to evaluate, conduct, perform field inspections, pre-construction work, invasive soil and water testing, environmental audits, engineering and boundary surveys, topographical, structural and geo-technical tests, and such other tests and inspections (collectively "Tests and Investigations") of the Land which Tenant may deem necessary or advisable in its sole discretion. Tenant has the right, but not the obligation, to perform Tests and Investigations. Tenant shall have the right to use for ingress and egress the Property and any other land or easement rights on Surrounding Lands owned by or under the control of Landlord to access the Land. Landlord consents and agrees that Tenant may make and file applications, at Tenant's sole cost and

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expense, on Landlord's behalf to any Governmental Authorities having jurisdiction whose approval may be necessary or advisable to enter the Land to perform said Tests and Investigations and to take any actions in furtherance of Tenant's ability to proceed with timely construction of the Solar Facility. Landlord shall, within five (5) days after Tenant's request, execute any such application or other documentation and attend hearings, as required by such authority or as would reasonably assist Tenant. In the event Landlord fails to execute such documentation within such time, Landlord hereby constitutes and appoints Tenant as Landlord's attorney-in-fact to execute any such documentation.

(b) Condition of Title. Landlord will cooperate with Tenant, at Tenant's cost, to allow Tenant to obtain a preliminary report to be issued by a title company of Tenant's choosing (the "Title Company"), as well as copies of each document underlying any matters set forth in said report within twenty (20) business days of the Effective Date.

5. Facility.

(a) At all times while this Lease is in force and effect, all rights to, title to and possession of the Facility (including without limitation, all additions, alterations, and improvements thereto or replacements thereof, all appurtenant fixtures, machinery and equipment installed therein), Environmental Attributes, Incentives, capacity, energy and anything related to or in connection with the foregoing belong solely to Tenant and shall at all times remain the personal property of Tenant and shall not attach to or be deemed a part of, or fixture to the Land. The Facility and any and all improvements located on the Land after the Effective Date through the duration of the Term including the Facility (the "Improvements") shall at all times retain the legal status of personal property as described under 33 MRS § 455. Any Improvements located or constructed on the Land after the Effective Date shall be deemed to be constructed by Tenant (regardless of whether Tenant constructed the same) and shall in all cases be deemed to be Tenant's personal property and shall not be considered fixtures to the Land. "Environmental Attributes" shall mean, without limitation, carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags, tradable renewable credits, or Green-e® products. "Incentives" includes, without limitation, any accelerated depreciation, installation or production-based incentives, investment tax credits and subsidies.

(b) Except as expressly set forth herein, Tenant, at its sole cost and expense, shall operate and maintain the Facility throughout the Operating Term, including, without limitation, making all necessary repairs and replacements to the Facility, as determined by Tenant in its sole discretion.

(c) Following the initial construction of the Facility and any Improvements, Tenant shall have the right, but not the obligation, at any time and from time to time during the Term, at its expense, to (i) make additions, changes, alterations, or improvements, structural or otherwise, to the Facility; and (ii) demolish and remove the Facility, the Improvements or any other structures hereafter located on the Property. Notwithstanding the foregoing, in no event shall Landlord's consent be required for any repairs, maintenance or replacements of or to components of the Facility and the Improvements in the ordinary course of business.

(d) Notwithstanding any provision to the contrary set forth herein, the Land shall include a fifty foot (50') perimeter surrounding the Facility, which for the purposes of this Lease, shall be included as part of the Land. Tenant hereby acknowledges and agrees that, notwithstanding any provision to the contrary set forth herein, Tenant shall, at its sole cost and expense, be obligated to maintain the landscaping within the fifty foot (50') perimeter that is part of the Land.

(e) Prior to the commencement of the physical construction of the Facilities, Tenant shall, if required in writing by Landlord, obtain or cause its contractors to obtain commercially reasonable payment and performance bonds covering the faithful performance of the contract for the construction of the Facilities and the

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payment of all obligations arising thereunder and shall furnish to Landlord evidence of such bonds upon request. Any bonds obtained pursuant hereto shall be for the mutual benefit of both Landlord and Tenant as obligees and beneficiaries.

6. Taxes. Tenant shall have the right in its own name to contest the validity or amount, in whole or in part, of any Taxes (including a reduction in the assessed valuation of the Property) payable by Tenant hereunder by appropriate proceedings timely instituted, provided such contest and at all times effectively stays or prevents any official or judicial sale of the Land or any part thereof by reason of nonpayment of any Real Estate Taxes. Landlord shall, at Tenant's request, and reasonable out-of-pocket expense payable by Tenant, fully cooperate with Tenant in all ways to contest any such Real Estate Taxes. Tenant shall hold Landlord harmless from any costs and expenses related to any such contest, and Tenant shall promptly pay any valid final adjudication enforcing any Taxes. Any refund of Real Estate Taxes or other Taxes payable as a result of any such proceedings attributable to a period of time during the Term shall be the property of Tenant. Notwithstanding anything to the contrary contained herein, throughout the Operating Term, Tenant shall pay, or cause to be paid, only those Taxes that may be imposed or assessed on the Facilities, and Tenant shall pay, or cause to be paid, its share of any increase in Taxes accruing during the Operating Term against the Land to the extent resulting solely and directly from the presence of Facilities on the Land, provided that (i) Taxes expressly payable by Tenant hereunder assessed for fiscal periods of the taxing authority which extend beyond the Term shall be apportioned between Landlord and Tenant at the expiration or earlier termination of the Term, and (ii) Tenant shall not be required to pay Real Estate Taxes on any portion of the Property that is, or for improvements that are the property of Landlord that are, located outside the Land but on the same tax parcel as the Land. For the avoidance of doubt, any increase in Real Estate Taxes attributable to Landlord's redevelopment of the Property shall be the sole and absolute responsibility of Landlord. Landlord shall prior to the due date therefor forward to Tenant all notices, bills or other statements received by Landlord concerning any Taxes payable by Tenant hereunder. To the extent that any of the Real Estate Taxes payable by Tenant as Taxes (if any) are jointly assessed with Landlord's Real Estate Taxes, the Parties shall cooperate in good faith to cause such Real Estate Taxes to be separately assessed and apportioned so that Tenant pays only those Real Estate Taxes solely and directly attributable to the Land and Tenant's Improvements located thereon to the extent payable by Tenant hereunder. If Tenant is not successful in such contest, Tenant will pay such Real Estate Taxes and any increase in Real Estate Taxes for the Land expressly payable by Tenant hereunder. Tenant shall pay all such Taxes directly to the taxing authority as the same become due and payable and, provided the same are received from Landlord in a timely fashion, before any fine or penalty is added thereto for the nonpayment thereof. Notwithstanding the foregoing, to the extent payable by Tenant hereunder, Tenant may pay any Taxes (including any interest accrued on the unpaid balance of such Taxes) in installments if so payable by law, whether or not interest accrues on the unpaid balance.

7. Insurance.

(a) All Improvements on the Land shall be at Tenant's sole risk. During the Term, Tenant shall be responsible for obtaining insurance on the Improvements against loss or damage by a casualty and against loss or damage by other risks as determined by Tenant in such amounts as determined in Tenant's reasonable discretion.

(b) Tenant shall keep and maintain, or cause to be kept and maintained, a policy or policies of Commercial General Liability Insurance (ISO form or equivalent) insuring Tenant and Landlord as an additional insured, against liability for bodily injury, death and property damage occurring upon or in the Land and Improvements thereon in the following amounts:

(i) One Million and No/100 Dollars ($1,000,000.00) for injury to or death of one person and, subject to that limitation for the injury or death of one person, of not less than Two Million and No/100

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Dollars ($2,000,000.00) for injury to or death of two or more persons as a result of any one accident or incident; and

(ii) One Million and No/100 Dollars ($1,000,000.00) for damage to or destruction of any property.

Notwithstanding anything to the contrary contained herein, Tenant may (A) increase any of the above-referenced policies or coverage amounts in its sole discretion during the Operating Term, and (B) maintain all or any portion of the insurance coverage it is required to maintain under this Lease under a self-insurance program or under policies that include self-insured retentions.

8. Alterations.

(a) Tenant may at any time, or from time to time, at its sole cost and expense and without obtaining the consent or approval of Landlord, construct Improvements, make changes, alterations, or modifications (collectively, the "Alterations") including, but not limited to demolition, removal and/or reconstruction of the Improvements, or any part thereof; provided, however, that such Alterations shall comply with all and laws, statutes, regulations, governmental orders or similar, whether now or hereafter in force, applicable to the Land, or any part thereof, as to the manner of use or occupancy or the maintenance, repair or condition of the Land, or any part thereof (collectively, the "Legal Requirements"). In furtherance, but not in limitation, of the foregoing, Landlord acknowledges that Tenant intends (but shall not be obligated) to construct an energy storage facility and/or photovoltaic solar energy generation and transmission facility on the Land.

(b) Tenant shall comply with all Legal Requirements and shall, within sixty (60) days after receipt of a written demand by Landlord, discharge, by the filing of a bond or otherwise, any mechanics', materialmen's or other liens actually filed against the Land by reason of the making of any Alterations.

9. Repairs, Maintenance, Damage or Destruction. Except as expressly set forth herein, Landlord shall not be required to furnish any services or facilities or to make any repairs or alterations in or to the Improvements. Except in the case of Landlord's negligence or willful misconduct, Tenant hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management the Improvements throughout the Term, provided that Tenant shall have no obligation to construct or reconstruct any Improvements or to maintain the Improvements in any particular condition or state of repair so long as the Improvements comply with Legal Requirements. All insurance proceeds paid on account of any damage or destruction under the insurance policies maintained by Tenant shall be paid to Tenant.

10. Use of Property; Compliance with Legal Requirements.

(a) Tenant shall have the right during the Term to use and occupy, lease and sublease the Land without the necessity of securing Landlord's prior consent or permission for the construction, maintenance and operation of photovoltaic solar energy generation and transmission facility and/or energy storage facility and all legal uses and improvements related thereto.

(b) Tenant shall, throughout the Term, promptly comply with all applicable Legal Requirements now or hereafter applicable to the Land and the Improvements. Tenant shall, however, have the right to contest any of the foregoing, and if compliance therewith may legally be held in abeyance during such contest without the imposition of any liens on the Land or the Improvements, Tenant may postpone compliance until the final determination of such contest, provided such contest shall be prosecuted in good faith, except that Tenant shall not so postpone compliance therewith so as to subject Landlord to any fine or penalty or to prosecution for a criminal act, or to cause the Land, or any part thereof, to be condemned or vacated.

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11. Condemnation. If, at any time during the Term, the Land or the Improvements, all or any part thereof, shall be taken in condemnation proceedings, the entire award or compensation that may be made in any such proceeding shall be allocated between Landlord and Tenant as follows: (a) Tenant shall first receive the portion of the condemnation award equal to the unamortized portion of the costs expended by Tenant in acquiring this Lease (not including Rent or Additional Rent paid hereunder) and constructing any Improvements on the Land (for purposes of the foregoing, such costs shall be amortized over a period of twenty (20) years); and (b) the remaining proceeds shall be divided between Tenant and Landlord in the same proportion as the value of Tenant's unexpired leasehold interest in the Land bears to Landlord's fee interest in the Land as encumbered by this Lease. Landlord and Tenant each agree to execute any and all documents that may be required in order to facilitate the collection of any and all such awards or compensation. Tenant shall have the right to participate in any such condemnation proceedings and to be represented by counsel for the purpose of protecting its interest hereunder. Notwithstanding the foregoing, in the event a portion of the Land or Improvements is taken, and Tenant determines (in its sole discretion) that Tenant does not wish to terminate this Lease pursuant to Section 11 below, then the proceeds of such condemnation shall be paid as follows: (i) first, to Tenant in the amount required to cover the reasonably anticipated costs of construction or reconstruction of any Improvements necessitated by such partial taking (including any roadway Improvements); and (ii) the remainder to Landlord. If, at any time during the Term, title to less than all of the Land or the Improvements shall be taken in condemnation proceedings, then Tenant shall have the right to determine, in its sole discretion, whether to terminate this Lease or continue this Lease in full force and effect. In the event Tenant elects to continue this Lease, the Rent thereafter payable by Tenant shall be proportionately reduced.

12. Easements and Encumbrances.

(a) In the event requested by Tenant, Landlord shall grant such easements, rights of way, or other rights or encumbrances (collectively, the "Temporary Easements") necessary for the completion, maintenance and operation of Tenant's Improvements, across, over, under or through Landlord's fee interest in the Property, Land and/or other land owned by or under the control of Landlord and not included in the Land, and such Temporary Easements shall be delivered by Landlord within fifteen (15) days of request by Tenant, so long as such Temporary Easements do not materially impact the reasonable development of Landlord's adjacent land; provided, however, that for purposes of this Section 12, no such development by Landlord or its affiliates shall be deemed to be reasonable in the event that it blocks access to the Land or the Improvements or access of sunlight to the Improvements or interferes with Tenant's rights hereunder. In connection with Tenant's rights to the Temporary Easements set forth in this Section 12(a), Tenant shall pay to Landlord rent (the "Easement Rent") in an amount equal to the then prevailing market rent for each acre of the Temporary Easement per month for the period commencing on the day that Tenant commences use of the applicable Temporary Easement and continuing through the day that Tenant ceases use of the applicable Temporary Easement. Payments of the Easement Rent for any fractional calendar month shall be prorated.

(b) Landlord will not construct buildings or structures, initiate or conduct activities or plant trees or vegetation of any type or allow any trees or other vegetation on the Property or Surrounding Land under its control from overshadowing or otherwise blocking access to the Improvements or access of sunlight to the Improvements.

(c) Landlord hereby grants Tenant the right, but not the obligation, from time to time to trim and to cut down and clear away or otherwise destroy any and all trees, vegetation and brush now or hereafter on the Land, Property (or Surrounding Land) and to trim and to cut down and clear away any trees on either side of the Land, Property or Surrounding Land which now or hereafter in the reasonable opinion of Tenant may be a hazard to the Improvements, block access of sunlight to the Improvements and/or interfere with the exercise of Tenant's rights hereunder.

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(d) Landlord shall not place any buildings or other structures on the Land during the Term hereof without Tenant's prior written consent, to be given or withheld in Tenant's sole and absolute discretion. Notwithstanding the foregoing, Landlord shall have the right to place buildings and structures on any land that is contiguous or adjacent to the Land, the Property, or other land controlled by Landlord, or any Landlord affiliate (collectively, the "Surrounding Land"), unless the placement of any such buildings or structures would, in Tenant's reasonable and good faith opinion, block or interfere with access to the Improvements or access of sunlight to the Improvements. Landlord and Tenant hereby acknowledge that Tenant shall have the right (but shall not be obligated) to remove, at Landlord's cost, any such buildings or other structures in violation of the preceding sentence. Tenant shall be permitted to a reimbursement of such costs as an abatement of Rent. In the event Landlord shall sell, convey or otherwise transfer ownership of any of the Surrounding Land, Landlord shall include in any instrument evidencing such transfer such prohibition. Tenant shall have the right, but not the obligation, to enter any Surrounding Land to remove or trim any flora which blocks access to the Improvements or access of sunlight to the Improvements.

13. Encumbrance of the Leasehold Estate; Leasehold Mortgage.

(a) Tenant shall have the right, from time to time, without the prior consent of Landlord, to mortgage, hypothecate, pledge, convey in trust or alienate or otherwise encumber Tenant's leasehold estate in the Land and/or Tenant's fee estate in the Improvements as security for payment of any indebtedness and/or the performance of any obligation by means of a mortgage which encumbers Tenant's leasehold interest in the Land and Improvements which constitutes a first lien on this Lease (each, a "Leasehold Mortgage"). A Leasehold Beneficiary shall mean the beneficiary or holder of a Leasehold Mortgage (a "Leasehold Beneficiary"). Such Leasehold Beneficiary may enforce such Leasehold Mortgage and acquire title to the leasehold estate in any lawful way and, pending foreclosure of such Leasehold Mortgage, the Leasehold Beneficiary may take possession of and operate the Land performing all obligations performable by Tenant, and upon foreclosure of such lien by power of sale, judicial foreclosure, or upon acquisition of the leasehold estate by deed in lieu of foreclosure, the Leasehold Beneficiary may sell and assign the leasehold estate hereby created, provided that a Leasehold Beneficiary shall at all times have the right to assign its rights under the Leasehold Mortgage and any other security instruments and/or documents relating to the Leasehold Mortgage to a nominee for the purpose of taking title to the Land following a foreclosure of the Leasehold Mortgage or deed-in-lieu thereof. Such nominee shall be entitled to all of the rights and protections afforded a Leasehold Beneficiary in this Lease. Any person or entity acquiring such leasehold estate so sold and assigned by the Leasehold Beneficiary shall be liable to perform the obligations imposed on Tenant by this Lease only during the period such person has ownership of said leasehold estate of the Land. The rights and privileges hereunder of any Leasehold Beneficiary shall be subject to the rights and privileges of any other Leasehold Beneficiary whose lien has priority over the lien of such Leasehold Beneficiary. Except as provided in Section 12 above, in no event whatsoever shall Tenant have the right to encumber Landlord's fee simple interest in Land without Landlord's consent.

(b) For the benefit of the holder of any Leasehold Mortgage who shall have become entitled to notice as hereinafter provided in this Section 13, Landlord agrees not to accept a voluntary surrender of this Lease at any time while such Leasehold Mortgage shall remain a lien on the leasehold estate; and Landlord and Tenant further agree for the benefit of any such Leasehold Beneficiary that, so long as any such Leasehold Mortgage shall remain a lien on the leasehold estate, without the prior written consent of such Leasehold Beneficiary, Landlord and Tenant will not subordinate this Lease to any or mortgage which may hereafter be placed on the fee of the Land or amend or alter any terms or provisions of this Lease or consent to any prepayment of any Rent by more than one (1) month, except as set forth herein and Landlord will simultaneously provide any notice of an Event of Default on the part of Tenant to any Leasehold Beneficiary.

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(c) If at any time any Leasehold Beneficiary shall have given to Landlord, before any default shall have occurred under this Lease, a notice specifying the name and address of such Leasehold Beneficiary, Landlord shall send by personal delivery or by certified or registered mail or overnight courier service to such Leasehold Beneficiary a copy of each notice of default at the same time as and whenever any such notice of default shall thereafter be given by Landlord to Tenant, addressed to such Leasehold Beneficiary at the address last furnished to Landlord. No notice of default by Landlord shall be deemed to have been given unless and until a copy thereof shall have been so given to such Leasehold Beneficiary. Tenant irrevocably directs that Landlord accept, and Landlord agrees to accept, performance and compliance by any such Leasehold Beneficiary of and with any term, covenant or condition on Tenant's part to be kept, observed or performed under this Lease with the same force and effect as though kept, observed or performed by Tenant.

(d) In case of the termination of this Lease by reason of the happening of an Event of Default, Landlord shall give notice thereof to any Leasehold Beneficiary who shall have notified Landlord of its name and address pursuant to this Section 13(d), which notice shall be sent by personal delivery or by registered or certified mail or overnight courier service to such Leasehold Beneficiary at the address last furnished to Landlord pursuant to this Section 13(d). If, within thirty (30) days after the mailing of such notice, such Leasehold Beneficiary shall notify Landlord that such Leasehold Beneficiary desires to enter into a lease of the Land with Landlord, Landlord shall join with the Leasehold Beneficiary, or its nominee, in executing and delivering a new lease of the Land to such Leasehold Beneficiary, or its nominee, for the remainder of the Term, at the Rent and upon the terms, covenants and conditions contained in this Lease.

(e) If Leasehold Beneficiary does not have the right to immediate possession or use of the Land, or that holds a Leasehold Deed of Trust, shall not have any obligation under this Lease prior to the time that such Leasehold Beneficiary takes assignment of the leasehold estate. Any such Leasehold Beneficiary shall be liable to perform obligations under this Lease only for and during the period of time that such Leasehold Beneficiary has taken assignment of the leasehold estate. Moreover, any Leasehold Beneficiary or other party who acquires the leasehold estate pursuant to foreclosure or an assignment in lieu of foreclosure shall not be liable to perform any obligations hereunder once such Leasehold Beneficiary or other party no longer has possession and use of the leasehold estate and such possession and use has properly vested in another person or entity.

14. Assignment and Subletting.

(a) Tenant may not sell, transfer or assign this Lease without the prior consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that Tenant may in its sole discretion assign this Lease without the consent of Landlord to (i) any company directly or indirectly controlling, controlled by or under common control with Tenant; (ii) any entity engaged in a joint venture, partnership or similar arrangement with Tenant, an affiliate, subsidiary or parent of Tenant, or a subsidiary or affiliate of Tenant's parent; (iii) any person or entity purchasing or otherwise succeeding to all or substantially all of the assets of Tenant; (iv) a successor entity in a merger or acquisition transaction; (v) to any other company, provided the net worth of such company at the time of the proposed transfer is equal to or greater than the Tenant at the time of the proposed transfer; or (vi) to any individual, entity, financial institution, leasing company, or lender providing funds or extending credit to Tenant for the purpose of leasing the Land or constructing, maintaining, repairing and operating the Solar Facilities. Any assignment by Tenant shall relieve Tenant of all future performance, liabilities, and obligations under this Lease, provided that the assignee assumes all of the obligations of Tenant under this Lease. In the event of an assignment of this Lease pursuant to this Section 14(a), all liabilities and obligations of the assignor (including a Leasehold Beneficiary which acquires the leasehold estate pursuant to a foreclosure and sale) accruing after such assignment shall terminate and be released and discharged provided the assignee shall have assumed each and every one of the terms, covenants and provisions contained in this Lease by an instrument of assumption.

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(b) Tenant shall have the right to sublet portions of the Land or the Improvements, or both, provided that each such sublease shall be subject and subordinate to this Lease and to the rights of Landlord hereunder. Upon the written request of Tenant and as long as an Event of Default shall not have occurred and be continuing at the time of such request, Landlord agrees to enter into a non-disturbance and attornment agreement with a subtenant of the Land or the Improvements, or both, which agreement shall provide in substance that, so long as such subtenant complies with all the terms, covenants and conditions of its sublease, Landlord, in the exercise of any of its rights or remedies under this Lease, shall not deprive the subtenant of possession, or the right of possession, of its subleased portion of the Land or the Improvements, or both, during the term of such sublease, or join the subtenant as an adverse or defendant party in any action or proceeding to enforce or terminate this Lease or to obtain possession of the premises demised in such space lease for any reason other than a breach by the subtenant of the covenants contained in its sublease.

15. Liens.

(a) Landlord acknowledges and agrees that Landlord does not have a lien on any of Tenant's personal property, including, but not limited to, the Solar Facility, Tenant's inventory, trade fixtures, removable equipment, fixtures and all Improvements ("Tenant's Personalty"), and all of Tenant's Personalty shall be deemed the personal property of Tenant in accordance with **Maine** law. Landlord expressly waives its lien or related rights, if any, granted or conferred upon Landlord by the Legal Requirements on any of Tenant's Personalty. To the extent any such lien is nevertheless imposed upon Tenant's Personalty, Landlord hereby subordinates such lien to the lien of any Leasehold Beneficiary of Tenant secured by Tenant's Personalty. Landlord agrees, upon written request by Tenant, to cause any lender or mortgagee having a security interest in the Property or the Land to specifically acknowledge the rights of any Leasehold Beneficiary under this Lease. This provision is operative without execution of any further documentation, and may be relied on by any Leasehold Beneficiary in extending credit to Tenant. Any Leasehold Beneficiary shall be a third-party beneficiary of Section 15 of this Lease and may take action against Landlord (i) to enforce its rights and Tenant's rights or (ii) in the event of a breach by Landlord of its duties under this provision.

(b) As a condition precedent of any encumbrance of the Property or the Land by Landlord subsequent to the date of this Lease, (i) the Lease shall be in a first priority position (*i.e.*, no senior monetary liens may encumber the Property or the Land other than Real Estate Taxes and assessments on the Land that are a lien not yet due and payable), or (ii) the holder of each mortgage or other monetary encumbrances (*i.e.*, mechanics' liens, judgment liens, tax liens, etc.) shall promptly execute and deliver to Tenant a fully executed and acknowledged SNDA (defined below) in a form reasonably approved by Tenant. Subject to this Section and Section 24, Landlord may collaterally assign its interest in this Lease.

16. Default Provisions.

(a) The following events shall be referred to herein as "Events of Default" and each an "Event of Default":

(1) if either party shall default in the due and punctual payment of any monetary sums payable under this Lease, when and as the same shall become due and payable, and such default shall continue for more than ten (10) business days after a written notice therefor shall have been received by the defaulting party; or

(2) if either party shall default in keeping, observing or performing any of the non-monetary terms, covenants or conditions contained in this Lease, and if such default is not remedied (A) within sixty (60) days after the defaulting party shall have received a written notice specifying such default, or (B) in the case of any such default which cannot with due diligence and in good faith be cured within sixty (60) days, within such additional period as may be reasonably required to cure such default with due diligence and in good faith (it

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being intended that, in connection with any such default which is not susceptible of being cured with due diligence and in good faith within sixty (60) days, the time within which the defaulting party is required to cure such default shall be extended for such additional period as may be necessary for the curing thereof with due diligence and in good faith, provided that in no event shall such period exceed ninety (90) days); or

(3) if an event of default shall occur under Tenant's indebtedness secured by a Leasehold Mortgage in the granting of which Landlord has joined pursuant to Section 13, which entitles the holder thereof to accelerate the maturity of the unpaid balance; then, and in any such event, Landlord shall, at any time thereafter while such event of default shall be continuing under such Leasehold Mortgage, give notice to Tenant and to any Leasehold Mortgagee, specifying that such default is an Event(s) of Default hereunder and stating that this Lease and the Term hereby demised shall expire and terminate on the date specified in such notice, subject to the provisions of Section 16(b) and all notice and cure periods set forth herein, which shall be at least thirty (30) days after Tenant's and any Leasehold Mortgagee's receipt of such notice, and on the date specified in such notice this Lease and all rights of Tenant under this Lease shall expire and terminate unless the Event of Default shall have been cured prior to the expiration date specified in such notice or as set forth herein; or

(3) if an event of default shall occur under Tenant's indebtedness secured by a Leasehold Mortgage in the granting of which Landlord has joined pursuant to Section 13, which entitles the holder thereof to accelerate the maturity of the unpaid balance; then, and in any such event, Landlord shall have the right, at any time thereafter while such event of default shall be continuing under such Leasehold Mortgage, to give notice to Tenant and to any Leasehold Beneficiary, specifying that such default is an Event(s) of Default hereunder and stating that this Lease and the Term hereby demised shall expire and terminate on the date specified in such notice, subject to the provisions of Section 16(b) and all notice and cure periods set forth herein, which shall be at least thirty (30) days after Tenant's and any Leasehold Beneficiary's receipt of such notice, and on the date specified in such notice this Lease and all rights of Tenant under this Lease shall expire and terminate unless the Event of Default shall have been cured prior to the expiration date specified in such notice or as set forth herein.

(b) Upon the occurrence of any Event of Default by Tenant hereunder, Landlord agrees, within five (5) days of the expiration of all applicable notice and cure periods and prior to taking any action to terminate this Lease, to send, by registered or certified mail, written notice of such default to any Leasehold Beneficiary under any Leasehold Mortgage. If Tenant fails to cure any Event of Default under this Lease within any applicable grace and cure periods, then Landlord shall afford to Leasehold Beneficiary (i) for defaults by Tenant in the payment of money, an additional sixty (60) days within which Leasehold Beneficiary shall have the right, but not the obligation, to cure such default and (ii) for all other defaults hereunder, an additional one hundred twenty days (120) within which Leasehold Beneficiary shall have the right, but not the obligation, to cure such default. If Leasehold Beneficiary elects to cure, but cannot remedy a non-monetary default completely within the aforementioned additional one hundred twenty (120) day period, then Landlord shall give Leasehold Beneficiary a reasonable extension of time so to do, provided that Leasehold Beneficiary continues to pursue such remedies with reasonable diligence. The commencement of judicial or non-judicial foreclosure proceedings by a Leasehold Beneficiary shall be deemed the commencement of a non-monetary cure provided that: (a) the Leasehold Beneficiary thereafter diligently prosecutes the same (provided, however, that if the Leasehold Beneficiary is prevented or restrained by a court of competent jurisdiction or by reason of any law, regulation, order, stay or rule from so proceeding, the time period set forth above shall be tolled, and provided further that if the default is cured, the Leasehold Beneficiary may discontinue such proceedings and/or possession); and (b) upon acquisition by either the Leasehold Beneficiary or any other direct purchaser or direct transferee of Tenant's interest under this Lease, whether at a judicial foreclosure, trustee's sale or by deed or assignment in lieu of foreclosure, such Leasehold Beneficiary, purchaser or transferee commences within one-hundred twenty (120) days after acquiring such interest, and thereafter diligently prosecutes to completion, curing all defaults hereunder reasonably capable of being cured by such Leasehold Beneficiary or transferee. The time available to any Leasehold Beneficiary entitled to notice to initiate foreclosure proceedings as aforesaid shall be deemed extended by the reasonable number of days of delay occasioned by

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circumstances beyond the Leasehold Beneficiary's control. During the period that such Leasehold Beneficiary shall be in possession of the Land and/or during the pendency of any foreclosure proceedings instituted by any Leasehold Beneficiary, the Leasehold Beneficiary shall pay or cause to be paid the Rent (subject to the provisions of Section 13(a)) and all other charges of whatsoever nature payable by Tenant hereunder which have been accrued and are unpaid and which will thereafter accrue during said period (subject to the provisions of Section 13(a)). Landlord agrees that, so long as Leasehold Beneficiary shall have the right to cure any default by Tenant under this Lease, as provided herein, Landlord shall not take any action to terminate this Lease. In the event that the default under this Lease is a result of the bankruptcy of Tenant or is otherwise incapable of being cured by Leasehold Beneficiary or if the Lease is rejected in connection with a bankruptcy proceeding by Tenant, a trustee in a bankruptcy or such other party to such proceeding on behalf of Tenant, within ten (10) days after a request from Leasehold Beneficiary, which request has been made within thirty (30) days following Leasehold Beneficiary's receipt of written notice of such default or rejection of the Lease in a bankruptcy proceeding, Landlord agrees that it will, at Leasehold Beneficiary's sole option, enter into a new ground lease (a "New Lease") with Leasehold Beneficiary or its nominee for the remaining portion of the Term, and upon the terms and conditions that would have been applicable for such period under this Lease had the default not occurred, it being the intention of the parties, if Leasehold Beneficiary so elects, to preserve the Lease and the benefit of the leasehold estate created by this Lease for the benefit of Leasehold Beneficiary without interruption and for no additional consideration from Leasehold Beneficiary. Any New Lease shall be superior to all rights, liens and interests granted at any time on the fee interest in the Land and to all rights, liens and interests intervening between the date of this Lease and the granting of the New Lease, and shall be free of any and all rights of Tenant under the Lease. If Leasehold Beneficiary designates Tenant to enter into the New Lease in accordance with the terms hereof, Tenant and Landlord acknowledge and agree that Lender shall have the right to encumber the New Lease and the estate created thereby with a mortgage (as the case may be) on the same terms and conditions, and with the same first lien priority as the Leasehold Mortgage, it being the intention of the parties to preserve the priority of the Leasehold Mortgage, the New Lease and the leasehold estate created by the New Lease for the benefit of Lender without interruption. For purposes of this Lease, "Lender" shall mean a bank, savings bank, trust company, insurance company, pension or profit-sharing trust, retirement or welfare fund, real estate investment trust or any other lender.

(c) At any time or from time to time after any such expiration or termination of a cure period provided above, including any and all cure rights of Leasehold Beneficiary described in Section 16(b), above, Landlord may relet the Land, or any part thereof, in the name of Landlord or otherwise, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term) and on such conditions as Landlord may determine and may collect and receive the rents therefor.

(d) Upon the occurrence of an Event of Default on the part of Landlord hereunder, Tenant shall be entitled to any and all remedies available to Tenant at law and in equity, including, but not limited to the right to bring a claim for specific performance or a suit for damages, including in connection with contracts or agreements to which Tenant is a party to arising directly or indirectly from Landlord's breach or Event of Default under the Lease.

17. Surrender of Possession.

(a) Removal Period. Except as set forth herein, Tenant shall, upon expiration or earlier termination of the Term, remove the Solar Facility, all personal property and all of Tenant's Personalty and restore the Land to a condition reasonably similar to its original condition, reasonable wear and tear, casualty damage and condemnation excepted. Landlord agrees and acknowledges that the Solar Facility and all of the equipment, conduits, fixtures of Tenant and Tenant's Personalty shall remain Tenant's Personalty and at all times title to the same shall continue to be the property of Tenant (or Leasehold Beneficiary's as the case may be) and Tenant (or Leasehold Beneficiary as the case may be) shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Legal

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Requirements. Notwithstanding the foregoing, if Tenant's Personalty cannot be removed prior to the expiration or earlier termination of the Term; Tenant may hold over at the Land for a period not to exceed one hundred eighty (180) days ("Removal Period"), on the same terms and conditions as applicable during the Operating Term; provided, however, that in no event shall any Rent be payable during the Removal Period. In connection with the foregoing, Landlord shall promptly execute and deliver any and all permits and permit applications necessary or desirable so that Tenant (or Leasehold Beneficiary as the case may be) may remove the Solar Facility and all of Tenant's Personalty.

(b) Decommissioning Bond. On or before the last day of the fifteenth (15th) full calendar year following the Commercial Operation Date, Tenant shall provide to the Landlord a decommissioning and removal bond in an amount sufficient to decommission and remove the Facility and restore the Land, as determined by a report prepared by a qualified, third-party engineer designated and employed at Tenant's expense; provided, however, if any governmental or quasi-governmental agency shall require a decommissioning bond in connection with the Facility (a "Governmental Decommissioning Bond Obligation"), then satisfaction by Tenant of such Governmental Decommissioning Bond Obligation shall be deemed to satisfy Tenant's obligation to provide a decommissioning and removal bond hereunder and no additional bond shall be required hereunder. In the event that the decommissioning and removal bond is obtained by Tenant prior to the date that Tenant satisfies the Governmental Decommissioning Bond Obligation, upon satisfaction of such Governmental Decommissioning Bond Obligation by Tenant in accordance with this Section 17(b), Tenant shall have no further obligation to maintain any prior decommissioning and removal bond obtained by Tenant and the same may, at Tenant's election, be retired and/or cancelled by Tenant. Promptly after the expiration or earlier termination of the Term, and at all times during the Removal Period, Tenant shall commence to decommission, dismantle and remove the Facility and all other property of Tenant located on the Land.

18. Indemnification. Tenant hereby agrees to indemnify and hold harmless Landlord from and against any and all claims, costs and expenses, including reasonable attorneys' fees, to the extent that the same arise directly due to any grossly negligent act or omission of Tenant or Tenant's agents or employees, except if caused by Landlord, or its agents', contractors', employees' or invitees' negligence or willful misconduct. Tenant shall, at its own cost and expense, defend any and all actions, suits and proceedings which may be brought against Landlord with respect to the foregoing or in which Landlord may be impleaded. Landlord hereby agrees to indemnify and hold harmless Tenant from and against any and all claims, costs and expenses, including reasonable attorneys' fees, to the extent that they (x) arise from or are connected with the negligence or willful misconduct of Landlord or Landlord's agents, employees or invitees, or (y) result from any default or breach of this Lease or any provision therein by Landlord. Landlord shall, at its own cost and expense, defend any and all actions, suits and proceedings which may be brought against Tenant with respect to the foregoing or in which Tenant may be impleaded. Landlord shall pay, satisfy and discharge any and all final judgments, orders and decrees which may be recovered against Tenant in connection with the foregoing.

19. Quiet Enjoyment.

(a) Landlord covenants that Tenant, upon paying the Rent provided for in this Lease, and upon keeping, performing and observing the terms, covenants and conditions of this Lease on its part to be kept, observed and performed, shall and may peacefully and quietly have, hold, occupy and enjoy the Land for the entire Term, without hindrance, ejection or molestation by Landlord or any party claiming under or through Landlord.

(b) Landlord covenants that Tenant and Tenant's designees (including any Leasehold Beneficiary and any local electric distribution owner or operator providing electric distribution and interconnection services to Tenant at the Land, as well as any other electric distribution or transmission owner or operator with approval and/or consent rights of any kind in connection with the Solar Facility) shall have the non-exclusive right of pedestrian and vehicular ingress and egress from a public right of way, seven (7) days a week, twenty four (24)

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hours a day, over, in and through the Land and to the Land for the purpose of construction, installation, operation, interconnection, inspection, maintenance, repair and improvements of the Solar Facility.

20. Inspection by Landlord. Tenant shall permit Landlord, or its authorized representatives, to enter the Land and the Improvements at all reasonable times during usual business hours, upon at least two (2) business days' prior notice from Landlord, for the purposes of inspecting the Land. In addition, Landlord's notice shall identify any third parties who intend to accompany Landlord on the Land by name and employer. Any access to the Land must be in the accompaniment of a representative of Tenant and must be in compliance with Tenant's security procedures with respect to any such entry, which may at Tenant's reasonable discretion require the execution of a nondisclosure agreement. Tenant shall have the right to deny access to the Land to third parties if (i) Tenant determines in its reasonable discretion that allowing such third-party potential exposure to Tenants' proprietary and confidential information within the Land would be detrimental to Tenant's business interests, or (ii) such third party fails to provide Tenant with a reasonable executed non-disclosure and confidentiality agreement prior to accessing the Land. Any such access shall not unreasonably interfere with Tenant's business operations at the Land.

21. Landlord's Consent. Landlord agrees that whenever it is provided in this Lease that the prior consent or approval of Landlord is required, Landlord will not unreasonably withhold, condition or delay the giving of such consent or approval.

22. Limitation on Tenant's Liability. Landlord agrees that any claim, judgment or decree of any court or arbitrator(s) against Tenant and in favor of Landlord as a result of any default or breach of any of the terms, covenants, conditions or limitations contained in this Lease on Tenant's part to be kept, observed and performed, shall be satisfied by Landlord resorting to the interest of Tenant in this Lease, and not against any other assets of Tenant or the assets of Tenant's officers, directors, employees, shareholders, members, partners, other equity owners, and Landlord shall not have the right to seek or obtain a personal judgment against Tenant or Tenant's officers, directors, employees, shareholders, members, partners, other equity owners for any damages.

23. Landlord's Covenants, Representations and Warranties.

(a) Landlord hereby covenants and agrees to give Tenant exclusive possession of the Land on the date that is five (5) days after Tenant notifies Landlord, in writing, that it will commence construction activities at the Land, free and clear of all tenants, licensees and occupants (the "Construction Commencement Notice"). In addition, on the from and after the delivery of Construction Commencement Notice, Landlord shall have removed all of its personal property and equipment from the Land, it being understood that Landlord shall have no right to enter onto the Land from and after the date specified in the Construction Commencement Notice except pursuant to Section 20 hereof. Subject to the foregoing, the Land shall be delivered to Tenant on the Effective Date in "as is, where is" condition. Except for entry under the terms of this Lease, Landlord agrees, for itself and for parties under its control, not to allow entry upon the Land as expressly set forth herein, and shall not interfere with or handle any of Tenant's equipment or the Solar Facility without written authorization from Tenant, provided that Landlord will provide Tenant with at least two (2) business days' notice, except in the event of an emergency, in which case Landlord will give such notice as is practicable under the circumstances to promptly notify Tenant upon the discovery of an emergency condition at or in the Solar Facility.

(b) To the best of Landlord's knowledge, Landlord represents and warrants to Tenant that no underground storage tanks for petroleum or any other substance, or underground piping or conduits are or have previously been located on the Property or the Land, and no asbestos-containing thermal insulation or products containing PCB, formaldehyde, chlordane, or heptachlor or other Hazardous Substances have been placed on or in any structure on the Property or the Land by Landlord or, to the knowledge of Landlord, by any prior owner or user of the Property or the Land, and there have been no release of or contamination by Hazardous Substances on

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the Property or the Land. Landlord has provided Tenant with all environmental studies, records and reports in its possession or control conducted by independent contractors or Landlord, and all correspondence with any public or quasi-public authority having jurisdiction concerning environmental conditions of the Property or the Land, or which identify underground storage tanks or otherwise relate to contamination of the soil or groundwater of the Property, the Land or effluent into the air.

(c) Landlord has not received notice of or been served with any pending or threatened litigation, condemnation, foreclosure or deed in lieu thereof with respect to any portion of the Property relating to or arising out of the ownership of the Property or the Land by any person, company or governmental instrumentality, and Landlord represents and warrants, to the best of Landlord's knowledge, the Property and the Land have lawful and valid vehicular access to and from the Property and the Land to existing public rights of way, pedestrian pathways, roads, sewer, electrical, other utility services and all utilities which serve the Property and the Land enter the Property or the Land through adjoining public streets or, if they pass through an adjoining private tract, do so in accordance with valid public easements, which easement(s) shall be sufficient for the purposes of Tenant.

(d) Landlord represents, warrants and covenants to Tenant that Exhibit B, attached hereto, accurately depicts the Land.

As used herein, the term "Hazardous Substance" as used in this Lease shall mean any toxic or hazardous substance, material or waste or any pollutant or contaminant or infectious or radioactive material, including but not limited to those substances, materials or wastes regulated now or in the future under any of the statutes or regulations listed below and any and all of those substances included within the definitions of "hazardous substances", "hazardous materials", "hazardous waste", "hazardous chemical substance or mixture", "imminently hazardous chemical substance or mixture", "toxic substances", "hazardous air pollutant", "toxic pollutant" or "solid waste" in the statutes or regulations listed below. Hazardous Substances shall also mean any and all other similar terms defined in other federal state and local law, statues, regulations, orders or rule and materials and wastes which are, or in the future become, regulated under applicable local, state or federal law for the protection of health or the environment or which are classified as hazardous or toxic substances, materials or waste, pollutants or contaminants, as defined, listed or regulated by any federal, state or local law, regulation or order or by common law decision, including, without limitation, (i) trichloroethylene, tetrachloroethylene, perchloroethylene and other chlorinated solvents, (ii) any petroleum products or fractions thereof, (iii) asbestos, (iv) polychlorinated biphenyls, (v) flammable explosives, (vi) urea formaldehyde, (vii) mold and fungal material, and (viii) radioactive materials and waste. In addition, a Hazardous Substance shall include: (1) A "Hazardous Substance", "Hazardous Material", "Hazardous Waste", or "Toxic Substance" under the Comprehensive Environmental Response, Compensation and Liability act of 1980, 42 U.S.C. §§ 6901, et seq.; (2) "Oil" or a "Hazardous Substance" listed or identified pursuant to § 311 of the Federal Water Pollution Control Act, 33 U.S.C. § 1321, as well as any other hydrocarbonic substances or by-product; (3) A material which due to its characteristics or interaction with one or more other substances, chemical compounds, or mixtures, damages or threatens to damage, health, safety, or the environment, or is required by any law or public agency to be remediated, including remediation which such law or public agency requires in order for the property to be put to any lawful purpose; (4) Pesticides regulated under the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§ 136, et seq.; (5) Asbestos, PCBs, and other substances regulated under the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq.; (6) Any radioactive material including, without limitation, any "source material", "special nuclear material", "by-product material", "low-level wastes", "high-level radioactive waste", "spent nuclear fuel" or "transuranic waste", and any other radioactive materials or radioactive wastes, however produced, regulated under the Atomic Energy Act, 42 U.S.C. §§ 2011, et seq., or the Nuclear Waste Policy Act, 42 U.S.C. §§ 10101, et seq.; (7) Industrial process and pollution control wastes, whether or not "hazardous" within the meaning of the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq.; (8) Any substances regulated under the Occupational Safety and Health Act, 29 U.S.C. §§ 651, et seq.; (9) Mold and organic material of a mold-inducing nature; (10) Radon; (11) Any substance regulated under the Clean Air Act, 42 U.S.C. §§ 7401, et seq.; and (12) (xi) the Uncontrolled Hazardous Substance Sites Law (38 M.R.S.A. §1361 *et seq.*); (xii) the Hazardous Matter Control Law (38 M.R.S.A. §1317, *et seq.*); (xiii) the Maine

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Hazardous Waste, Septage and Solid Waste Management Act (38 M.R.S.A. §1301 *et seq.*); (xiv) the Reduction of Toxics Use, Waste and Release Law (38 M.R.S.A. §2301 *et seq.*); and (xv) the Site Location of Development Law (38 M.R.S.A. §481 *et seq.*).

24. Subordination; Non-disturbance. Landlord shall, at its sole cost and expense, on or before any payment of Operating Rent is due, unless earlier requested by Tenant, and as a condition to Tenant's obligation to make any payment of Operating Rent, deliver to Tenant a subordination, non-disturbance and attornment agreement(s) (each a "SNDA") from the holder(s) of any mortgage or other monetary lien encumbering the Land, in form and substance reasonably acceptable to Tenant, which provides, among other things, that Tenant's occupancy or use of the Land in accordance with the terms of this Lease, including the easements granted under this Lease, will not be disturbed. Such SNDA shall be recorded in the official records of the county where the Land is located. For the avoidance of doubt, as a condition to Tenant's obligation to pay or continue to pay Operating Rent, Landlord will obtain an SNDA from any current or future lender in accordance with this Section 24.

25. Estoppel Certificates. Either Party agrees, at any time and from time to time upon not less than ten (10) business days' prior notice by the other Party or from a Leasehold Beneficiary, to execute, acknowledge and deliver to the other Party, or to any person designated by the other Party, a written estoppel certificate certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease is in full force and effect as modified and stating the modifications), and the dates to which the Rent has been paid, and stating whether or not the other Party is in default in keeping, observing or performing any term, covenant or condition contained in this Lease on the other Party's part to be kept, observed or performed and, if in default, specifying each such default, and any other factual matters pertaining to this Lease reasonably requested by the other Party, it being intended that any such statement delivered pursuant to this Section may be relied upon by the other Party, or any prospective purchaser or encumbrancer of the Property, the Land or the Improvements or both (including any Leasehold Beneficiary), any auditor, creditor, commercial banker, and investment banker of either Party or any purchaser of Landlord's interest in the Property or the Land. Such estoppel certificate shall also state the amount of rent then payable, the dates to which the rent and any other charges have been paid in advance and shall include such assurances of satisfaction of conditions or other matters provided for in the Lease as the Party seeking the estoppel may reasonably request. Any Party's failure to execute, acknowledge, and deliver, on request, such an estoppel within the specified time shall constitute acknowledgment by such Party to all persons entitled to rely on the estoppel certificate that either (a) the information contained in the form of estoppel certificate, if any, provided with the request is true and accurate in all respects, or (b) if there is no form of estoppel certificate provided with the request, that this Lease is unmodified and in full force and effect; that there are, to the knowledge of the requesting Party, no defaults under the Lease (or events or circumstances that with the passage of time will become defaults); or (c) that the rent and other charges have been duly and fully paid to and including the respective due dates immediately preceding the date of the notice of request and shall constitute a waiver, with respect to all persons entitled to rely on the estoppel certificate, of any defaults that may exist as of the outside date for return of the requested estoppel certificate; provided that said acknowledgment and waiver shall not apply to the extent such acknowledgment or waiver is inconsistent with any statement or information set out in a written notice provided by such Party to the requesting Party within the specified time.

26. Miscellaneous Provisions.

(a) All notices, approvals, disapprovals or elections required or permitted to be given under this Lease shall be in writing and shall be (a) delivered personally, (b) mailed, certified or registered mail, return receipt requested, (c) sent by email transmission, (d) sent by facsimile transmission, or (e) sent by Federal Express or other professional carrier, to the parties at the following addresses:

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If to Landlord:	Vickie Carroll 47 Elm Street Limerick, ME 04048 Phone: (207) 929-0258 Email: vickiecarroll@roadrunner.com
If to Tenant:	Dimension ME 1 LLC c/o Dimension Renewable Energy 3280 Peachtree Road, 7th Floor Atlanta, GA 30305 Attn: Robert Hatton, VP of Real Estate Phone: 1-(866) 777-7969 E-mail: rhatton@dimension-energy.com
with Copies to:	Perspective Law Group, P.C. Attn: Jason R. Morgan 1100 Glendon Ave., Suite 1850 Los Angeles, CA 90024 Phone: (424) 371-6730 Fax: (424) 316-5706 Email: jason@perspectivelg.com

Notices shall be deemed given upon delivery or tender of delivery to the intended recipient; provided that notice sent by email shall only be deemed received when both (a) the sender has electronic confirmation that it was sent to all Parties (and has retained a printed confirmation of the delivery to the applicable fax number or email address) and (b) a hard copy of such notice is sent by other acceptable means set forth in this Section 26(a). Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice. Any notice sent by the attorneys representing a Party shall qualify as notice under this Lease.

(b) Words of any gender used in this Lease shall be held to include any other gender, and words in the singular number shall be held to include the plural and words in the plural shall be held to include the singular, when the context so requires. In the event that more than one person or entity or persons constitutes Landlord hereunder, the rights, duties, obligations and liabilities of the entities comprising Landlord shall be joint and several. In any instance where Landlord's consent is needed for any action or matter arising under or related to this Lease, Tenant shall be entitled to rely on the authority of either one or both of the entities comprising Landlord.

(c) The captions herein are inserted only for convenience, and they are in no way to be construed as a part of this Lease or as a limitation on the scope of the particular provisions to which they refer.

(d) This Lease is made pursuant to, and shall be construed and enforced in accordance with, the laws of the State of Maine.

(e) The parties hereto covenant and agree that all of the conditions, covenants, agreements, rights, privileges, obligations, duties, specifications and recitals contained in this Lease shall be construed as covenants running with the land and as extending to, inuring to the benefit of, and being binding upon, Landlord and Tenant, and their respective successors and assigns, to the same extent as if such successors and assigns were named as original parties to this Lease, all to the end that this Lease shall always bind the owner and holder of any fee or leasehold interest in or to the Property and the Land.

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(f) This Lease cannot be changed or terminated orally. This Lease contains the entire agreement between the parties and is intended by the parties to set forth their entire agreement in respect of the Land with respect to the subject matter hereof, and any agreement hereafter made shall be ineffective to change, modify or discharge this Lease, in whole or in part, unless such agreement is in writing and signed by the Party against whom enforcement of the change, modification or discharge is sought.

(g) In the event of any action between the parties hereto for enforcement or interpretation of any of the terms or conditions of this Lease, the prevailing party in such action shall be entitled to recover its reasonable attorneys' fees actually incurred, together with its other reasonable out-of-pocket costs and expenses, including expert witness fees, accounting and other professional fees from the non-prevailing party.

27. Non-Merger of Estates. The interests of Landlord and Tenant in the Property or the Land shall at all times be separate and apart, and shall in no event be merged, notwithstanding the fact that this Lease or the leasehold estate created hereby, or any interest therein, may be held directly or indirectly by or for the account of any person who shall own the fee title to the Property or the Land, or any portion thereof; and no such merger of estates shall occur by operation of law, or otherwise, unless and until all persons at the time having any interest in the Property or the Land, including any Leasehold Beneficiary, shall join in the execution of a written instrument effecting such merger of estates.

28. Mineral Rights. Landlord hereby represents, warrants and covenants to Tenant that as of the Effective Date, Landlord has not transferred, leased, licensed or otherwise encumbered the mineral rights for the Property and that notwithstanding anything to the contrary contained herein, following the Effective Date, Landlord shall have no right to access the surface of the Property or the Land for the removal of any such minerals nor shall Landlord provide any subsequent licensee, transferee, assignee or purchaser of the mineral rights for the Property with any surface rights whatsoever to the Property or Land. In no event shall any such use interfere with Tenant's rights hereunder. Any breach of the representations, warranties and covenants set forth in this Section shall be an immediate Event of Default, entitling Tenant to any and all rights and remedies set forth herein.

29. Brokers. Neither Landlord nor Tenant shall have any obligation to pay any commissions, finder's fees or brokerage fees with respect to this Lease. Each Party represents that, it has not had any dealings with any real estate broker, finder, or other person with respect to this Lease. Each Party shall defend, protect, indemnify and hold harmless the other from all damages or claims that may be asserted by any broker, finder, or other person with whom the indemnifying Party has purportedly dealt. The terms of this Section shall survive the expiration or earlier termination of this Lease.

30. Recording. As a condition precedent to Tenant's obligations hereunder including the obligation to pay Rent, Landlord agrees to execute and deliver to Tenant an original counterpart of the Memorandum of this Lease in the form of Exhibit C attached hereto, which Tenant may record, at its own expense in the real property records of York County. The date set forth in the Memorandum of Lease is for recording purposes only. Within thirty (30) days after the expiration or earlier termination of this Lease, Tenant shall deliver to Landlord a quitclaim deed granting such Memorandum of Lease to Landlord, or such other commercially reasonable documentation necessary to remove the Memorandum of Lease from the applicable records, provided that Landlord has satisfied all material obligations under this Lease. In addition to the foregoing, Landlord agrees to execute and deliver to the Title Company such customary owner's affidavits and other instruments, undertakings and assurances as may be reasonably required by Tenant or the Title Company to issue a title policy insuring Tenant that Landlord is the sole fee owner of the Property and the Land, and that, to the best of Landlord's then-current, actual knowledge the Memorandum of Lease is not junior to any monetary liens other than Real Estate Taxes that are a lien not yet due or mortgages and/or deeds of trusts the beneficiaries of which have executed and delivered an SNDA in accordance with this Lease. "Memorandum of Lease" shall mean the memorandum attached hereto as Exhibit C attached hereto, which Memorandum of Lease shall be executed by Landlord and Tenant on or as of the Effective Date, and

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shall be recorded among the real property records of York County, Maine by Tenant, at Tenant's expense, as further described in Section 30.

31. Recording Taxes. Landlord shall pay all fees relating to the recording of the Memorandum of Lease.

32. Tree Removal During Development Term. Notwithstanding anything to the contrary contained herein, in the event that, prior to the commencement of the physical construction of the Facility, Tenant elects, in its sole discretion, to remove any of the trees located on the Land, then Tenant shall provide Landlord with ninety (90) days prior written notice (the "Tree Removal Notice") of any such intent along with the rate that Tenant proposes to pay a third-party contractor to remove trees from the Land. Upon Landlord's receipt of the Tree Removal Notice, Landlord shall have the right to elect, in writing delivered to Tenant, within five (5) business days of its receipt of the Tree Removal Notice, to perform such removal of the trees from the Land at the rate specified in the Tree Removal Notice ("Tree Removal Response"). If Landlord elects to perform any such services for Tenant, Landlord shall comply with Tenant's reasonable guidelines in performing such work, including, but not limited to Tenant's insurance and indemnity requirements for contractors performing work at the Land. Notwithstanding the foregoing, in the event that Landlord fails to timely deliver the Tree Removal Response, Landlord shall be irrevocably deemed to have waived its right to perform any tree removal from the Land or to receive any future Tree Removal Notice.

33. Snow Removal; Landscaping. Notwithstanding anything to the contrary contained herein, in the event that, following the Commercial Operation Date, Tenant, as part of its ongoing operations and management plan for the operation of the Facilities and occupancy of the Land (the "O&M Plan"), elects, in its sole discretion, to perform landscaping on the Land or to cause snow removal from the Land as part of the O&M Plan, then Tenant shall provide Landlord with ten (10) business days prior written notice (the "Work Notice") of any such intent along with the rate that Tenant proposes to pay a third-party contractor to perform snow removal from the Land and/or landscaping on the Land. Upon Landlord's receipt of the Work Notice, Landlord shall have the right to elect, in writing delivered to Tenant, within five (5) business days of its receipt of the Work Notice, to perform such snow removal work and/or landscaping at the rate specified in the Work Notice ("Landlord's Work Response"). If Landlord elects to perform any such services for Tenant, Landlord shall comply with the terms and conditions of Tenant's O&M Plan, including, but not limited to all insurance and indemnity requirements for contractors performing work at the Land. Notwithstanding the foregoing, in the event that Landlord fails to timely deliver Landlord's Work Response, Landlord shall be irrevocably deemed to have waived its right to perform any snow removal or landscaping work at the Land or to receive any future Work Notice.

34. Construction of Roads. Notwithstanding anything to the contrary contained herein, in the event that, prior to the Commercial Operation Date, Tenant elects, in its sole discretion, to construct any access roads to the Land (the "Construction Work"), then Tenant shall provide Landlord with ten (10) business days prior written notice (the "Construction Work Notice") of any such intent along with the rate that Tenant proposes to pay a third-party contractor to perform the Construction Work. Upon Landlord's receipt of the Construction Work Notice, Landlord shall have the right to elect, in writing delivered to Tenant, within five (5) business days of its receipt of the Construction Work Notice, to perform such Construction Work at the rate specified in the Construction Work Notice (the "Construction Work Response"). If Landlord elects to perform the Construction Work for Tenant, Landlord shall complete the Construction Work in a good and workmanlike manner and in compliance with (i) Tenant's plans, drawings and specifications for the Construction Work, (ii) Tenant's rules and regulations relating to the Construction Work, including, but not limited to, all insurance and indemnity requirements for contractors performing work at the Land, (iii) Tenant's time schedule with respect to the completion date of the Construction Work, and (iv) all applicable laws. Notwithstanding the foregoing, in the event that Landlord fails to timely deliver the Construction Work Response, Landlord shall be irrevocably deemed to have waived its right to perform any Construction Work or to receive any future Construction Work Notice.

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35. Crops. Notwithstanding anything to the contrary contained herein, in the event at the time the Construction Commencement Notice is delivered Landlord, Landlord is unable to harvest crops ("Crops") then planted by Landlord on the Land solely due to the fact that Tenant has delivered the Construction Commencement Notice and thereby required Landlord to deliver the Land to Tenant free and clear of all tenants, occupants or crops in accordance with this Agreement, including, without limitation, the terms of Section 23, above, then Tenant shall pay to Landlord a one-time payment in an amount equal to the lesser of (i) Landlord's actual out-of-pocket costs and direct damages incurred or suffered in connection with Landlord's inability to harvest any crops intended to be used by Landlord or to be sold to third-parties not so harvested due solely to Tenant taking possession of the Land in accordance with the terms of this Agreement; or (ii) One Thousand and No/100 Dollars ($1,000.00) per tillable acre of the Land for which Landlord is unable to harvest said crops (the "Crops Payment"). As a condition precedent to the payment of any Crops Payment, Landlord shall provide Tenant with reasonable written evidence of any out-of-pocket costs and direct damages actually incurred or suffered by Tenant due to Landlord's inability to harvest such crops. If due and payable, then subject to the terms of this Section 34, the Crops Payment shall be paid within forty-five (45) days following the Commercial Operation Date. For the avoidance of doubt, in no event shall Tenant be liable to Landlord for any consequential damages in connection with the exercise of Tenant's rights under this Agreement.

Docusign Envelope ID: F048CB97-F2B5-8B8C-82AF-BDCA9DA3A6F1

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the Effective Date.

LANDLORD:

ANTHONY CARROLL

VICKIE CARROLL

Docusign Envelope ID: F048CB97-F2B5-8B8C-82AF-BDCA9DA3A6F1

TENANT:

DIMENSION ME 1 LLC,
a Delaware limited liability company

By: _____
Name: Sam Youneszadeh
Its: Authorized Officer

Docusign Envelope ID: F048CB97-F2B5-8B8C-82AF-BDCA9DA3A6F1

EXHIBIT A

THE PROPERTY

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF Maine, COUNTY OF YORK, AND IS DESCRIBED AS FOLLOWS:

PARCEL NUMBER(S): LIME-000037-000000-000002

Docusign Envelope ID: F048CB97-F2B5-8B8C-82AF-BDCA9DA3A6F1

EXHIBIT B

LAND DEPICTION



Docusign Envelope ID: F048CB97-F2B5-8B8C-82AF-BDCA9DA3A6F1

EXHIBIT C

DOCUMENT PREPARED BY AND
AFTER RECORDING, PLEASE RETURN TO:

Dimension NY 1 LLC
3280 Peachtree Road, 7th Floor
Atlanta, GA 30305
Attn: Real Estate

MEMORANDUM OF LEASE

This MEMORANDUM OF LEASE is made and entered into as of _____, 20__, by and by and between ANTHONY CARROLL AND VICKIE CARROLL (jointly, severally and collectively, "Landlord" and "Grantor" for indexing purposes), and DIMENSION ME 1 LLC, a Delaware limited liability company ("Tenant" and "Grantee" for indexing purposes).

WITNESSETH

WHEREAS, pursuant to that certain Ground Lease (the "Lease") of even date herewith by and between Landlord and Tenant, Tenant leases from Landlord the land more particularly described in Exhibit A attached hereto and made a part hereof, together with all appurtenances thereto (collectively, the "Property").

WHEREAS, the parties hereto desire to enter into this Memorandum of Lease for the purpose of recording a document in the Property Records of York County, Maine that will provide public notice of the existence of the Lease and certain of its terms and conditions.

NOW, THEREFORE, the parties hereto do hereby certify and agree as follows:

1. Lease of Property. Landlord leases to Tenant, and Tenant leases from Landlord, for the Term and subject to the provisions of the Lease, to each of which Landlord and Tenant mutually agree, the Property.

2. Term. The term of the Lease shall consist of a Development Term and an Operating Term. The Development Term commenced on _____ __, 20___, and shall, subject to Tenant's right to extend the Development Term, expire on _____, 20__. In the event that Tenant does not elect to terminate the Lease during the Development Term, the Operating Term shall be for a period of twenty (20) years. The Lease contains Tenant's option to extend the Operating Term by two (2) periods of five (5) years each.

3. Improvements. Notice is hereby given that all Improvements, as defined in the lease, located or constructed on the Property after the commencement of the Development Term shall at all times retain the status of personal property and shall in all cases be deemed to be Tenant's personal property and shall not be considered to be fixtures to the Property. Reference is hereby made to the lease for a more particular description of the title to all such Improvements.

Docusign Envelope ID: F048CB97-F2B5-8B8C-82AF-BDCA9DA3A6F1

4. Successors and Assigns. The Lease provides that the provisions of the Lease are binding upon and inure to the benefit of Landlord and Tenant and each of their respective representatives, successors and assigns, subject to certain limitations.

5. Purpose of Memorandum of Lease. This Memorandum of Lease, when recorded in the Land Records of York County, is intended to serve as public notice of the existence of the Lease and of certain of its terms and conditions. This Memorandum of Lease does not describe or refer to all of the terms or conditions contained in the Lease, nor is this Memorandum of Lease intended to modify, amend or vary any of the terms or conditions set forth in the Lease.

Docusign Envelope ID: F048CB97-F2B5-8B8C-82AF-BDCA9DA3A6F1

IN WITNESS WHEREOF, the parties have caused this Memorandum of Lease to be duly executed under seal and delivered as of the date first written above.

LANDLORD:

_____
ANTHONY CARROLL

_____
VICKIE CARROLL

TENANT:

DIMENSION ME 1 LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

Docusign Envelope ID: F048CB97-F2B5-8B8C-82AF-BDCA9DA3A6F1

STATE OF _____ _____, 2019
COUNT OF _____

Then personally appeared the above-named _____ and acknowledged the foregoing instrument to be his/her/their free act and deed.

Before me,

_____
Notary Public
Printed Name:
My Commission Expires:

STATE OF _____ _____, 2019
COUNT OF _____

Then personally appeared the above-named _____ and acknowledged the foregoing instrument to be his/her/their free act and deed in his/her/their said capacity and the free act and deed of Dimension ME 1 LLC.

Before me,

_____
Notary Public
Printed Name:
My Commission Expires:

Docusign Envelope ID: F048CB97-F2B5-8B8C-82AF-BDCA9DA3A6F1

EXHIBIT A TO EXHIBIT C

LEGAL DESCRIPTION OF THE PROPERTY

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF MAINE, COUNTY OF YORK, AND IS DESCRIBED AS FOLLOWS:

PARCEL NUMBER(S): LIME-000037-000000-000002

Docusign Envelope ID: F048CB97-F2B5-8B8C-82AF-BDCA9DA3A6F1

EXHIBIT D

Memorandum of Commercial Operation Date

This MEMORANDUM OF COMMERCIAL OPERATION DATE (this "Memorandum") is made and entered into as of _____, 20__, by and between ANTHONY CARROLL AND VICKIE CARROLL (jointly, severally and collectively, "Landlord"), and DIMENSION ME 1 LLC, a Delaware limited liability company ("Tenant"), with respect to that certain Ground Lease between Landlord and Tenant dated as of _____, 20__ (the "Lease"). Capitalized terms used in this Memorandum but not defined herein have the meanings given such terms in the Lease.

The Commercial Operation Date occurred on _____, 20__. The Operating Term shall expire on _____, 20__, unless sooner terminated pursuant to the Lease, or extended as permitted by the Lease. The Land consists of _____ acres within the Property, as further described on Schedule 1 to this Memorandum. The Operating Rent shall be $_____ per year. Landlord hereby acknowledges that Tenant is not in default or breach under the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum as of the date set forth above.

LANDLORD:

_____
ANTHONY CARROLL

_____
VICKIE CARROLL

TENANT:

DIMENSION ME 1 LLC, a
Delaware limited liability company

By: _____

Name: _____

Its: _____

Docusign Envelope ID: F048CB97-F2B5-8B8C-82AF-BDCA9DA3A6F1

SCHEDULE 1 TO EXHIBIT D

LEGAL DESCRIPTION OF THE LAND

Docusign Envelope ID: F048CB97-F2B5-8B8C-82AF-BDCA9DA3A6F1

FIRST AMENDMENT TO GROUND LEASE

This First Amendment to Ground Lease (this "First Amendment") is entered into as of May 15 2020 (the "Amendment Effective Date"), by and among ANTHONY CARROLL AND VICKIE CARROLL (jointly, severally and collectively, "Landlord") and LIMERICK CSG LLC, a Maine limited liability company ("Tenant"), with respect to the following facts and circumstances:

RECITALS:

A. Landlord and Tenant (as successor-in-interest to Dimension ME 1 LLC) have previously entered into that certain Ground Lease, dated October 10, 2019 (the "Lease"), with respect to lease of that certain property located at Limerick, in the County of York, State of Maine, and assigned APN: LIME-000037-000000-000002.

B. Landlord and Tenant now desire to enter into this First Amendment to amend the Lease on the terms and conditions contained herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Definitions. Capitalized terms used in this First Amendment and not otherwise defined shall have the meanings set forth for them in the Lease.

2. Amendments to Lease. Effective as of the Amendment Effective Date, the following shall apply:

2.1 Extension Option. Section 2(b) of the Lease is hereby deleted in its entirety and shall be replaced with the following:

> "(b) Extension Option. Notwithstanding the foregoing, Tenant shall have the option (each, an "Option") to renew this Lease and extend the Term for three (3) additional periods of five (5) years each (each, an "Option Term"). The Rent during each Option Term shall be calculated in the same manner as during the initial Operating Term. Tenant shall notify Landlord of its intention to exercise an Option at least three (3) months but no more than fifteen (15) months prior to the then-scheduled expiration date of the Lease or at least three (3) months but no more than fifteen (15) months prior to the expiration of the first Option Term or the second Option Term, as applicable."

2.2 Force Majeure. The following shall be added as Section 26(h) of the Lease:

> "(h) Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, civil commotions, epidemics or pandemics (including the current pandemic caused by COVID-19), fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (collectively, a "Force Majeure"), notwithstanding anything to the contrary contained in the Lease, shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if the Lease specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure."

3. Brokers. Landlord and Tenant hereby warrant to each other that they have had no dealings with any real estate broker or agent in connection with the negotiation of this First Amendment, and that they know of no real estate broker or agent who is entitled to a commission in connection with this First Amendment. Each party agrees to indemnify and defend the other party against and hold the other party harmless from any and all claims, demands, losses, liabilities, lawsuits, judgments, costs and

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expenses (including, without limitation, reasonable attorneys' fees) with respect to any leasing commission or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker or agent. The terms of this Section 3 shall survive the expiration or earlier termination of the Lease, as amended.

4. Miscellaneous. Except as specifically provided herein, the terms and provisions of the Lease are reaffirmed and continue in full force and effect. This First Amendment shall be binding upon the heirs, administrators, successors and assigns (as the case may be) of the parties hereto. This First Amendment may be executed via facsimile, PDF or other electronic transmission, and in any number of counterparts, each of which shall be considered an original and all of which, taken together, shall constitute one and the same instrument. If there is any dispute or litigation instituted between Landlord and Tenant, the cause for which arises out of or in relation to this First Amendment, the prevailing party in such litigation shall be entitled to receive its costs (not limited to court costs), expenses and reasonable attorneys' fees from the non-prevailing party.

[Signature Page to Follow]

IN WITNESS WHEREOF, and intending to be bound hereby, the parties hereto have executed this First Amendment on the Amendment Effective Date.

LANDLORD: Anthony R Carroll
ANTHONY CARROLL, an individual

Vickie Carroll
VICKIE CARROLL, an individual

TENANT: LIMERICK CSG LLC,
a Maine limited liability company

By: S. Y.
Name: Sam Youneszadeh
Its: Authorized Person

Docusign Envelope ID: F048CB97-F2B5-8B8C-82AF-BDCA9DA3A6F1

DOCUMENT PREPARED BY AND
AFTER RECORDING, PLEASE RETURN TO:

Dimension ME 1 LLC
3280 Peachtree Road, 7th Floor
Atlanta, GA 30305
Attn: Real Estate

NANCY E HAMMOND, REGISTER OF DEEDS
E-RECORDED **Bk 18275 PG 800**
Instr # 2020025525
06/16/2020 11:37:06 AM
Pages 5 YORK CO

MEMORANDUM OF GROUND LEASE

This MEMORANDUM OF GROUND LEASE is made and entered into as of May 15, 2020, by and between ANTHONY CARROLL AND VICKIE CARROLL (jointly, severally and collectively, the "Landlord" and "Grantor" for indexing purposes), and LIMERICK CSG LLC, a Maine limited liability company ("Tenant" and "Grantee" for indexing purposes).

WITNESSETH

WHEREAS, pursuant to that certain Ground Lease (the "Lease"), dated October 10, 2019 (the "Effective Date"), by and between Landlord and Tenant (as successor-in-interest to Dimension ME 1 LLC, a Delaware limited liability company), Tenant leases from Landlord a portion of the property (the "Property") comprised of twenty (20) to forty (40) acres (the "Land") located at Limerick, in the County of York, State of Maine. The Property is more particularly described in Exhibit A attached hereto and made a part hereof.

WHEREAS, the parties hereto desire to enter into this Memorandum of Lease for the purpose of recording a document in the Property Records of York County, Maine, that will provide public notice of the existence of the Lease and certain of its terms and conditions.

NOW, THEREFORE, the parties hereto do hereby certify and agree as follows:

1. Capitalized Terms. Capitalized terms used herein and not otherwise defined in this Memorandum of Lease shall have the meanings ascribed to them in the Lease.

2. Lease of Land. Landlord leases to Tenant, and Tenant leases from Landlord, for the Term and subject to the provisions of the Lease, to each of which Landlord and Tenant mutually agree, the Land.

3. Term. The term of the Lease shall consist of a Development Term and an Operating Term. The Development Term commenced on the Effective Date, and shall, subject to Tenant's right to extend the Development Term for an additional one (1) year period, expire on the earlier of (a) the first day of the Operating Term, or (b) the second (2nd) anniversary of the Effective Date. In the event that Tenant does not elect to terminate the Lease during the Development Term, the Operating Term shall be for a period of twenty (20) years. The Lease contains Tenant's option to extend the Operating Term by three (3) periods of five (5) years each.

4. Improvements. Notice is hereby given that all Improvements, as defined in the Lease, located or constructed on the Property after the commencement of the Development Term shall at all times retain the status of personal property and shall in all cases be deemed to be Tenant's personal property and shall not be considered to be fixtures to the Property. Reference is hereby made to the Lease for a more particular description of the title to all such Improvements.

5. Successors and Assigns. The Lease provides that the provisions of the Lease are binding upon and inure to the benefit of Landlord and Tenant and each of their respective representatives, successors and assigns, subject to certain limitations.

Docusign Envelope ID: F048CB97-F2B5-8B8C-82AF-BDCA9DA3A6F1

6. Purpose of Memorandum of Lease. This Memorandum of Lease, when recorded in the Land Records of York County, Maine, is intended to serve as public notice of the existence of the Lease and of certain of its terms and conditions. This Memorandum of Lease does not describe or refer to all of the terms or conditions contained in the Lease, nor is this Memorandum of Lease intended to modify, amend or vary any of the terms or conditions set forth in the Lease.

[signatures appear on following page]

IN WITNESS WHEREOF, the parties have caused this Memorandum of Lease to be duly executed under seal and delivered as of the date first written above.

LANDLORD: Anthony R Carroll
ANTHONY CARROLL, an individual

Vickie Carroll
VICKIE CARROLL, an individual

TENANT: LIMERICK CSG LLC,
a Maine liability company

By: _____
Name: _____
Its: _____

STATE OF Maine }
} ss.
COUNTY OF York }

On the 15th day of May in the year 2020 before me, the undersigned, personally appeared Anthony Carroll, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Michaela Marlow
Michaela Marlow

MICHAELA MARLOW
NOTARY PUBLIC
State of Maine
My Commission Expires
June 12, 2026

Notary Public

STATE OF Maine }
} ss.
COUNTY OF York }

On the 15th day of May in the year 2020 before me, the undersigned, personally appeared Vickie Carroll, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Michaela Marlow
Michaela Marlow

MICHAELA MARLOW
NOTARY PUBLIC
State of Maine
My Commission Expires
June 12, 2026

Docusign Envelope ID: F048CB97-F2B5-8B8C-82AF-BDCA9DA3A6F1

TENANT:

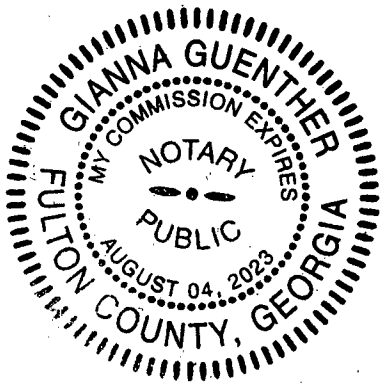
LIMERICK CSG LLC,
a Maine liability company

By: _____
Name: _____
Its: _____

Docusign Envelope ID: F048CB97-F2B5-8B8C-82AF-BDCA9DA3A6F1

STATE OF Georgia }
} ss.
COUNTY OF Fulton }

On the 21st day of May in the year 2020 before me, the undersigned, personally appeared Rafael Poborzuk personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public

Docusign Envelope ID: F048CB97-F2B5-8B8C-82AF-BDCA9DA3A6F1

EXHIBIT A

THE PROPERTY

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF Maine, COUNTY OF YORK, AND IS DESCRIBED AS FOLLOWS:

PARCEL NUMBER(S): LIME-000037-000000-000002

Real property, in the City/Town of Limerick, County of York, and State of Maine.

PARCEL ONE:

A certain lot or parcel of land located in the Town of Limerick, County of York and State of Maine being more particularly bounded and described as follows:

One hundred twenty (120) acres of land with a barn and other buildings thereon consisting of fields, pasture with junipers, cut over land, hard and soft wood growth, in Limerick, on the South side of E. Range Road that leads from Felch's Corner in Limerick to Limington, bounded North by said road and land of William Matthews; East by land formerly of Richard Dearborn; Southerly by the road leading past the former residence of Aaron Pierce, land formerly of Charles G. Moulton and A. H. Wadleigh; Westerly by said Wadleigh land and land formerly of Mark L. Burnham.

Four (4) acres of meadow land with some bushes on it, in Limerick, Maine, bounded North by land of John Halford; East and South by Brown's Brook, and West by land of said Halford. This lot has a right of way from the highway across the Halford land in the road used to remove the hay from said Meadow.

Note: A survey may show that the right of way benefiting the 4 acre parcel lies within the 120 acre lot and has therefore merged.

PARCEL TWO:

A small triangular lot or parcel of land located on the Westerly side of Enterprise Road in Limerick, York County, Maine being more particularly bounded and described as follows:

Beginning at a point in the westerly sideline of Enterprise Road at the northeasterly corner of the first described parcel of land in deed of Francis R. Carroll to F. R. Carroll, Inc. dated January 19, 1976, recorded in the York County Registry of Deeds at Book 2167, Page 201, and at the southeasterly corner of the first described parcel of land in deed of George A. Carroll to Anthony R. and Vickie L. Carroll dated April 18, 2001, recorded in said registry of deeds at Book 10590, Page 22; thence southerly along the westerly sideline of Enterprise Road for a distance of 100 feet to a point at remaining land of F. R. Carroll, Inc; thence northwesterly by remaining land of F. R. Carroll, Inc. for a distance of about 83 feet to a point in the southerly sideline of said land of Anthony R. and Vickie L. Carroll, which point is located 110 feet 6 inches from the westerly sideline of Enterprise Road measured along said southerly sideline; thence easterly along said southerly sideline of Anthony R. and Vickie L. Carroll for a distance of 110 feet 6 inches to the point of beginning.

Docusign Envelope ID: F048CB97-F2B5-8B8C-82AF-BDCA9DA3A6F1

EXHIBIT D

Memorandum of Commercial Operation Date

This MEMORANDUM OF COMMERCIAL OPERATION DATE (this "Memorandum") is made and entered into as of July 30, 2026, by and between Anthony R. Carroll and Vickie L. Carroll (jointly, "Landlord"), and Limerick CSG LLC, successor-in-interest to DIMENSION ME 1 LLC, a Delaware limited liability company ("Tenant"), with respect to that certain Ground Lease between Landlord and Tenant dated as of October 10, 2019 (the "Lease"). Capitalized terms used in this Memorandum but not defined herein have the meanings given such terms in the Lease.

The Commercial Operation Date occurred on July 29, 2026. The Operating Term shall expire on July 29, 2046, unless sooner terminated pursuant to the Lease, or extended as permitted by the Lease. The Operating Rent will be $45,000.00 per year and shall increase by 2.00% commencing on the 7th anniversary of the Commercial Operation Date. Landlord hereby acknowledges that Tenant is not in default or breach under the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum as of the date set forth above.

LANDLORD:

Anthony R Carroll

Anthony R. Carroll

Vickie L Carroll

Vickie L. Carrol

TENANT:

Limerick CSG LLC

By: Sam Younes

Name: Sam Younes

Title: Authorized Signatory

Docusign Envelope ID: F048CB97-F2B5-8B8C-82AF-BDCA9DA3A6F1

TOWN OF LIMERICK
55 WASHINGTON STREET
LIMERICK, ME 04048

2026 REAL ESTATE TAX BILL

For the Fiscal Year January 1, 2026 to December 31, 2026

OFFICE HOURS
Mon.-Fri. 9:00 AM to 4:30 PM

Telephone: (207) 793-2166

THIS IS THE ONLY BILL YOU WILL RECEIVE

S506029 P0 - 1of1 - M8

1466 CARROLL LIVING TRUST MAY 8, 2020
CARROLL, ANTHONY R, VICKIE L TRUSTEES
47 ELM ST
LIMERICK, ME 04048-3921

CURRENT BILLING INFORMATION	
LAND VALUE	$158,225.00
BUILDING VALUE	$0.00
TOTAL: LAND & BLDG	$158,225.00
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	$158,225.00
TOTAL TAX	$1,669.27
PAID TO DATE	$0.00
TOTAL DUE ⇨	**$1,669.27**

ACCOUNT: 001104 RE
MIL RATE: 10.55
LOCATION: 157 BURNHAM ROAD
BOOK/PAGE: B18243P894 05/08/2020 B10590P22

ACREAGE: 125.00
MAP/LOT: 037-002

Payment Due: 10/31/2026

TAXPAYER'S NOTICE

Notice is hereby given that your county, school and municipal property tax is due. THE AMOUNT IS DUE ON 10/31/2026. TAXES PAID AFTER DUE DATE WILL BE CHARGED INTEREST AT 7% PER ANNUM.
As per state law, the ownership and valuation of ALL property subject to taxation shall be fixed as of April 1st.
If you have sold your property after April 1st, 2026, it is your responsibility to forward this bill to the current property owner.
FAILURE TO FORWARD THIS BILL MAY RESULT IN A LIEN BEING PLACED AGAINST YOUR NAME.

This bill is for the current fiscal year only. Please call the Tax Collector at the Town Office (207-793-2166, #3) regarding past due amounts, payments, interest and refunds. For assessment information call 207-793-2166 #7. 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.

If your bank or mortgage company pays your taxes, please forward a copy of your bill to them for payment. If you require a receipt, please include a self-addressed, stamped envelope with your payment.

As of April 1, 2026, the Town of Limerick has outstanding bonded indebtedness in the amount of $2,126,500.00. Without State Aid to Education, Homestead Exemption Reimbursement and State Revenue Sharing, your tax would have been 49% higher.

CURRENT BILLING DISTRIBUTION	
SCHOOL	60.000%
YORK COUNTY	4.000%
MUNICIPAL	36.000%
TOTAL	100.000%

REMITTANCE INSTRUCTIONS

To avoid standing in line, it is recommended that taxes be paid by mail.
Please make checks or money orders payable to
Town of Limerick and mail to:

TOWN OF LIMERICK
55 WASHINGTON ST
LIMERICK, ME 04048-3500

TOWN OF LIMERICK, 55 WASHINGTON ST, LIMERICK, ME 04048-3500

ACCOUNT: 001104 RE
NAME: CARROLL LIVING TRUST MAY 8, 2020
MAP/LOT: 037-002
LOCATION: 157 BURNHAM ROAD
ACREAGE: 125.00

INTEREST BEGINS ON 11/01/2026

DUE DATE	AMOUNT DUE	AMOUNT PAID
10/31/2026	$1,669.27	

PLEASE REMIT THIS PORTION WITH YOUR PAYMENT

1,400.10 kW DC ~ 999.00 kW AC

LIMERICK CSG LLC

AS BUILT SET: REV 0 | PROJECT #: 293-26101



1 SATELLITE IMAGE
NOT TO SCALE



2 SATELLITE IMAGE W/ PROJECT OVERLAY
NOT TO SCALE

PROJECT DETAILS	
PROJECT OWNER	LIMERICK CSG LLC
PROJECT LOCATION:	43.68355, -70.77493
PARCEL #:	MAP 037, LOT 002
LANDOWNER:	ANTHONY & VICKIE CARROLL
PROJECT AREA:	19 ACRES
ON CENTER SPACING:	47'
GCR:	0.29

SYSTEM INFORMATION	
MODULE TYPE 1 / QTY:	(2,574) JA SOLAR JMA72D30 540&550/MB: (1,014) 550W MODULES ; (1,560) 540W MODULES
INVERTERS:	(7) SMA SUNNY HIGHPOWER PEAK3 150-US (5) DERATED @ 143 kW AC (2) DERATED @ 142 kW AC
SYSTEM SIZE (DC / AC):	1,400.1kW 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:	PUNGO ENGINEERING SERVICES, PLLC 424 EAST MAIN STREET, WASHINGTON, NC 27960 (252) 945-8652
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
STORMWATER:	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

UTILITY INFORMATION	
UTILITY:	CENTRAL MAINE POWER (CMP)
UTILITY PROJECT #:	PRJ 101 & 106
FEEDER VOLTAGE:	12.47kV
FEEDER CIRCUIT:	632D1
POI:	CMP POLE #512 ON BURNHAM RD. LIMERICK ME

AS BUILT SET

SCOPE OF WORK:
TO INSTALL A SOLAR PHOTOVOLTAIC (PV) SYSTEM LOCATED AT
170 BURNHAM ROAD,
LIMERICK , ME 04987.

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	⊗

		ISSUED FOR PERMIT REVIEW (09/05/25)	PROGRESSED DESIGN (09/15/25)	ISSUED FOR CONSTRUCTION (10/09/25)	AS BUILT (09/11/26)
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-203	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-306 TO E-307	EQUIPMENT PAD DETAILS	●	●	●	○
E-308	PAD GROUNDING DETAILS	●	●	●	○
E-309	GROUNDING DETAILS	●	●	○	○
E-310	GROUNDING DETAILS	●	●	●	○
E-311 TO E-314	MV ELEVATION DETAILS	●	●	○	○
E-315	DAS SLD DETAILS	●	●	●	○
E-316	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-702	RESOURCE DOCUMENTS	●	●	●	○

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

PE SEAL:

Digitally signed by Keith Hiard, P.E.
DN: C=US, E=khiard@pungoengineering.com, O="Pungo Engineering Services, PLLC", CN=Keith Hiard, P.E.
Reason: I attest to the accuracy and integrity of this document
Date: 2026.09.11 11:15:23-04'00'

STATE OF CONNECTICUT KEITH HIARD 29536 REGISTERED PROFESSIONAL ENGINEER

PROJECT OWNER:

Dimension Energy

LIMERICK CSG LLC
170 BURNHAM RD,
LIMERICK, ME 04987

DRAWING ISSUE			
REVISION	DATE	DESCRIPTION	ENG
1	09/05/2025	ISSUED FOR CONSTRUCTION	HC
2	09/07/2025	ISSUED FOR CONSTRUCTION	HC
3	07/09/2025	ISSUED FOR CONSTRUCTION	HC
3	10/29/2025	ISSUED FOR CONSTRUCTION	HC
4	9/11/2026	AS BUILT	KH

PROJECT NO:	293.26.101
CAD DWG FILE:	LIMERICK AS BUILT.PID
SHEET SIZE:	ANSI D
DRAWN BY:	PES
CHECKED BY:	KH

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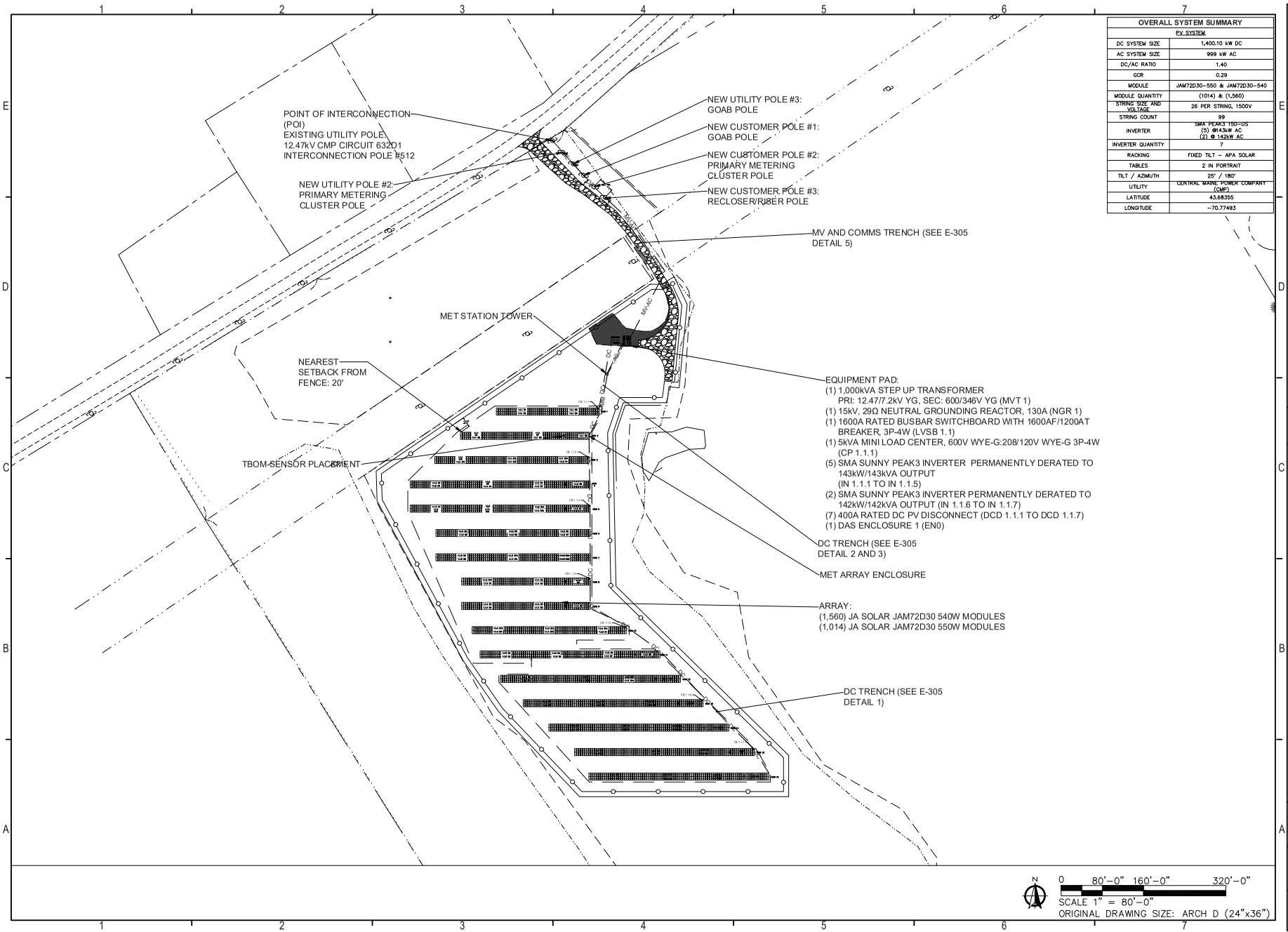
SHEET TITLE
SITE PLAN

T-001

Docusign Envelope ID: F048CB97-F2B5-8B8C-82AF-BDCA9DA3A6F1

Docusign Envelope ID: F048CB97-F2B5-8B8C-82AF-BDCA9DA3A6F1



OVERALL SYSTEM SUMMARY	
PV SYSTEM	
DC SYSTEM SIZE	1,400.10 kW DC
AC SYSTEM SIZE	999 kW AC
DC/AC RATIO	1.40
GCR	0.29
MODULE	JAM72D30-550 & JAM72D30-540
MODULE QUANTITY	(1014) & (1,560)
STRING SIZE AND VOLTAGE	26 PER STRING, 1500V
STRING COUNT	99
INVERTER	SMA PEAK3 150-US (5) @143kW AC (2) @ 142kW AC
INVERTER QUANTITY	7
RACKING	FIXED TILT - APA SOLAR
TABLES	2 IN PORTRAIT
TILT / AZIMUTH	25° / 180°
UTILITY	CENTRAL MAINE POWER COMPANY (CMP)
LATITUDE	43.68355
LONGITUDE	-70.77493

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

PE SEAL:

Digitally signed by Keith Hardt, P.E.
DN: C=US, E=keith@pungoengineering.com, O="Pungo Engineering Services, PLLC", CN="Keith Hardt, P.E."
Reason: I attest to the accuracy and integrity of this document
Date: 2026.09.11 11:15:25-04'00'

STATE OF CONNECTICUT
KEITH AARON HARDT
PEN.35564
LICENSED
PROFESSIONAL ENGINEER

PROJECT OWNER:

Dimension Energy

LIMERICK CSG LLC

170 BURNHAM RD,
LIMERICK, ME 04987

DRAWING ISSUE

REVISION	DATE	DESCRIPTION	ENG
1	04/08/2025	ISSUE FOR CONSTRUCTIONS	HC
2	05/07/2025	ISSUE FOR CONSTRUCTIONS	HC
3	07/09/2025	ISSUE FOR CONSTRUCTIONS	HC
3	10/29/2025	ISSUE FOR CONSTRUCTIONS	HC
4	9/11/2026	AS BUILT	KH

PROJECT NO:	29.3.26101
CAD DWG FILE:	LIMERICKAS BUILT.RD
SHEET SIZE:	ANSI D
DRAWN BY:	PES
CHECKED BY:	KH

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SHEET TITLE

ELECTRICAL PLAN

E-201

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