

LEASE OPTION AGREEMENT

THIS LEASE OPTION AGREEMENT (“Option Agreement”), entered into by and between the Town of Cape Elizabeth, a municipality organized in the State of Maine, hereinafter referred to as the “Owner” and Encore Redevelopment, LLC (dba Encore Renewable Energy), of Burlington, Vermont, hereafter referred to as “Optionee.”

W I T N E S S E T H:

WHEREAS, The Landlord is the owner of certain real estate located off Dennison Drive in Cape Elizabeth, Maine (the “Property”); and

WHEREAS, the parties have agreed that Optionee may lease said real estate from the Owner; and

WHEREAS, the parties wish to reduce their agreement to writing.

NOW THEREFORE, in consideration of One Dollar and other good and valuable consideration and the mutual benefits accruing to each, the parties hereby covenant and agree as follows:

1. The Owner hereby grants to Optionee the right and option to lease from the Owner any portion of the Property, and access thereto, owned by the Owner, located at the Property as shown in Exhibit 1, to develop the site for electricity generation (the “Option”). Optionee shall pay Owner as of signing this Option Agreement the sum of Two Thousand Dollars (\$2,000.00).
2. The Owner hereby (a) represents that it owns the property in fee simple absolute; b) warrants that it has the sole and unilateral right and authority to enter into this Option Agreement, (c) represents that it has and will maintain good and marketable title to the Property, free and clear of any encumbrances that could reasonably be expected to have a material adverse affect on development of the Property for a solar energy generating and battery storage facility, (d) warrants that it shall not enter into any lease, option to lease, purchase and sale agreement, option to purchase, or any other similar agreement with any other developer of solar energy generating or battery or battery storage facilities during the Option Period, as defined below, and (e) warrants that it shall notify Optionee promptly in writing after any transfer or other change in ownership of all or any part of the Property, including the name and address of the new Owner.
3. Optionee shall give the Owner written notice of Optionee’s election to lease the subject Property at the time and date specified by Optionee in such notice. The formal Site Lease Agreement, in substantially the same form without any changes to material terms as Exhibit 2, shall be executed by both Parties at that time.
4. During the Option Period, Owner shall permit Optionee and its authorized agents and representatives to enter upon the Property at reasonable times during normal business hours to inspect the Property and perform surveys. Optionee shall notify Owner of its intention, or the intention of its agents or representatives, to enter the Property at least twenty-four (24) hours prior to such intended entry. Optionee shall bear the cost of all inspections.
5. In the event Owner fails to perform its obligations under this Agreement for any

reason other than Optionee's breach, Optionee may pursue all remedies available at law and in equity. Owner hereby acknowledges that Optionee will incur significant expenses in reliance on this Agreement.

6. The parties shall execute any and all other documents and take all actions necessary to effectuate the intent of this Option Agreement.

7. This Option Agreement shall be and remain in full force until August 31, 2022 or two (2) years from the date of execution of this Option Agreement, whichever is later (the "Option Period"). Optionee may extend this Option Agreement for one additional year by paying Owner an additional One Thousand Dollars (\$1,000.00) prior to August 31, 2022.

8. This agreement shall be binding upon the parties hereto and the respective heirs, successors and assigns of each.

Signature Page to Follow

Signature Page of Lease Option Agreement

(Printed Name)

(Signature)

STATE OF _____
COUNTY OF _____, SS.

At _____ in _____, _____ in said County this ___ day of _____, 202__, _____ personally appeared, and s/he acknowledged this instrument, by him/her sealed and subscribed, to be his/her free act and deed and the free act and deed of _____.

Before me, _____
Notary Public:
Commission Expires:
License #:

By:

STATE OF _____
COUNTY OF _____, SS.

At _____ in _____, _____ in said County this _____ day of _____, 202__, personally appeared _____, Duly Authorized Agent of _____, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed and the free act and deed of _____.

Before me, _____
Notary Public:
Commission Expires:
License #:

EXHIBIT 1

MAP OF PROPERTY



Property ID: R0501000000

EXHIBIT 2

SITE LEASE AGREEMENT

SITE LEASE AGREEMENT

This Site Lease Agreement ("Lease Agreement") is made on the ___ day of _____, 201_ by and between _____, a _____ limited liability company (the "Tenant") with a principal place of business at _____, _____, and _____ with a principal place of business at _____ (the "Landlord"). The Tenant and the Landlord are sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Landlord is the Owner of certain real property located in _____, _____, with an address set forth and as more particularly described in Exhibit A (the "Property") and Tenant desires to lease all or a portion of the Property as more preliminarily and particularly described in Exhibit B (the "Premises").

WHEREAS, the Tenant designs, installs, operates and maintains equipment and systems, including battery storage, or battery storage solar panels, mounting systems, inverters, transformers, integrators, all electrical lines and conduits required to collect and transmit solar electrical energy to the delivery point and such additional utility lines, cables, conduits, transformers, wires, meters, monitoring equipment and other necessary and convenient equipment and appurtenances, that produce electricity from exposure to sunlight for sale and distribution to the electric grid.

WHEREAS, the Landlord and the Tenant desire to have a photovoltaic generation facility (the "Project") on the Premises.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, the sufficiency of which is hereby acknowledged by both Parties, the Parties do hereby agree as follows:

- 1. Lease.** The Lessor hereby leases the Premises to the Tenant pursuant to the terms and conditions of this Lease Agreement.
- 2. Permitted Use.** The Tenant may use the Premises to install, operate, maintain, improve and replace the Project for purposes of generating and delivering electricity to the local utility. Tenant shall not construct or erect any structure or building on the Premises, if the use or useful occupancy of that structure or building will require the installation of or connection to a potable water supply or wastewater system, without first complying with all the applicable rules and ordinances and obtaining any required permit.
- 3. Access to the Premises from the road to the Property.** Landlord agrees at all times to allow Tenant access to the Property to install, operate, maintain, improve and replace the Project on the Premises, provided, however, such access shall not interfere with Landlord's operation of its transfer station. Landlord shall also provide Tenant with adequate space on the Property during the construction of the Project for the Tenant's construction of the Project including reasonable staging and laydown areas. The Tenant shall comply with all laws, rules and regulations relating to Tenant's use of the Property and the Premises in connection with the construction and operation of the Project.

Landlord further hereby grants to Tenant, and shall execute such additional instruments as may be necessary or appropriate to fully vest in Tenant, the following easements and related rights:

(a) An easement over the Property for ingress and egress for the purpose of siting, development, enhancement, relocation, installation, construction, operation, inspection, maintenance, replacement, repair, improvements and removal of the Project, including without limitation the right to construct such temporary access roads as may be necessary or appropriate for such purposes. The exact location to be agreed upon so as to not interfere with Landlord's transfer station operation.

(b) An easement and right to capture, use and convert the unobstructed solar resources over and across the Premises, and to prevent measurable diminishment in output due to obstruction of the sunlight across the area surrounding the Premises including but not limited to an easement right to trim, cut down and remove all trees, brush, vegetation and fire and electrical hazards now or hereafter existing on the Premises or immediately surrounding the Premises, which might obstruct receipt of or access to sunlight to the Premises or interfere with or endanger the Project or Tenant's operations.

(c) An easement over the Property to allow the Project to interconnect to the electrical grid. The exact location to be agreed upon so as to not interfere with Landlord's transfer station operation.

4. Construction of the Project. The installation and construction of the Project shall be performed in a good and workmanlike manner.

5. Interconnection. Tenant shall be responsible for the interconnection of the Project and Landlord shall cooperate with Tenant, any applicable utility and municipal and regulatory authorities in Tenant's pursuit of all permits, approvals and other authorizations that may be required in order to effect the interconnection of the Project. The date at which the Project is energized and permitted to operate by the utility shall be the date of commissioning (the "Commissioning Date").

6. Approvals and Permits. Tenant shall obtain all necessary approvals and permits required for the installation, construction and operation of the Project, and pay all permit fees required in connection with its activities under this Lease. The Landlord shall cooperate with Tenant at no cost to Landlord in obtaining all such approvals and permits and necessary transfer Project permits to Tenant for purposes of operating the Project. To the extent that any permit must be obtained by Landlord, the Landlord agrees that it will cooperate with Tenant, at no cost to Landlord, to obtain any necessary permit.

7. Exposure to Sunlight. The Landlord covenants that it will use its best efforts to not allow vegetation on its property to grow in a manner or initiate or conduct any activities that could reasonably diminish the exposure of the Panels to sunlight during daylight hours, while this Lease Agreement remains in effect. Landlord hereby grants to Tenant an exclusive easement, which shall be coterminous with Lease and transferrable in accordance with the terms herein, to use, convert, maintain and capture the free and unobstructed flow of solar insolation (sunlight) over and across the Property in accordance with all conditions of permitting. Without limiting the foregoing, Landlord shall not: (a) construct or permit to be constructed any structure; or (b) plant or allow to be planted any trees or other vegetation in

each case, on the Property or the real property adjacent to the Property that is owned by Landlord, that is reasonably expected to decrease the output or efficiency of the Project or adversely affect insulation levels on the Premises.

8. Use of Subcontractors. The Tenant shall be permitted to hire subcontractors or agents to perform any of its obligations under this Lease Agreement. However, all such subcontractors or agents, including, but not limited to Environmental, Geotech Consultants and Engineers, and EPC Contractors must be duly licensed by the State, as applicable, and properly insured.

9. Landlord not to Interfere with the Project. The Landlord and any representatives thereof shall not tamper with or undertake any maintenance or alterations to the Premises or the Project without the express written permission of the Tenant. The Landlord shall take reasonable measures necessary to ensure that the operation of the Property does not unreasonably impede, interrupt or prevent the generation and supply of electricity by the Project or damage or otherwise adversely impact the installation, operation and maintenance of the Project or the Tenant's performance under this Lease Agreement.

10. Cooperation in Securing Rebates, Tax Credits and other Economic Benefits. The Landlord will cooperate with Tenant in completing and filing such applications and other documents as are necessary to permit the Tenant to receive all mandatory or voluntary federal, state, or local renewable energy certificates or emissions or rebates, tax credits and including, without limitation, other economic benefits (the "Environmental Attributes") that are now or may hereafter become available to the Tenant in connection with the Project. Notwithstanding anything to the contrary herein contained, all Environmental Attributes in connection with the Project shall remain the property of the Tenant or its successors and assigns. Tenant shall have the exclusive right to sell, transfer, or convey the Environmental Attributes to any other person in Tenant's sole discretion.

11. Taxes and Utility Expenses.

(a) Tenant shall pay on or before when all taxes are assessed against the Tenant on account of the Tenant's personal property, equipment, or otherwise assessed against the Project, and Tenant's use and occupancy of the Premises under this Lease. Tenant shall, during the Term, pay and discharge on or before when due, all Utility expenses.

(b) The Landlord shall pay on or before when due all taxes, if any, including real estate taxes assessed on the Property and land underlying the Premises.

(c) All taxes shall be paid to the government entity assessing such taxes. All Utility expenses related directly to the Project shall be paid by the Tenant directly to the Utility unless the parties agree otherwise.

12. Term. This Lease Agreement shall commence upon the execution date set forth on the first page and shall terminate twenty five (25) years from the Commissioning Date, unless terminated earlier in accordance with the terms and conditions of this Lease Agreement (the "Term"). At the option of the Tenant, the Term may be extended by two (2) additional five (5) year terms, upon the same terms and conditions as this Lease Agreement, except Rent, which shall be adjusted to the then-current market rent to be agreed upon by the parties, but not less than Three Thousand Dollars (\$3,000.00).

13. Rent. Tenant shall pay the Landlord rent in the amount of ONE THOUSAND DOLLARS (\$1,000) per acre of the Premises, per year (“Rent”), which shall become due and payable within fifteen (15) days of the start of construction on the Project (“Construction Commencement”), and every anniversary of the Commissioning Date thereafter for the duration of this Lease Agreement and any extension thereof. Rent paid on the second first anniversary of the Commissioning Date rent shall include an additional reconciliation payment for the construction period, which shall be calculated as the time from Construction Commencement to the Commissioning date.

Final acreage to be utilized for Rent calculation shall be determined based on the actual footprint of the Project, as further defined in Section 14. Any difference between the initial year’s Rent and subsequent Rent calculations based on final design, shall be reconciled on the first anniversary of the Commissioning Date.

14. Premises Leased. Within 15 days of Construction Commencement, Tenant shall provide a final site plan to Landlord, which shall exist wholly within the Property, and which both Parties hereby agree shall be included as Exhibit B, without requiring any further approval of Landlord.

15. Intentionally Omitted.

16. Ownership of the Project. The Project shall be and remain the personal property of the Tenant and shall not be or become fixtures, notwithstanding the manner in which the Project is or may be affixed to the Premises. The Landlord shall not suffer or permit the Project to become subject to any lien, security interest or encumbrance of any kind, and the Landlord expressly disclaims and waives any rights it may have in the Project at any time and from time to time, at law or in equity. The Tenant shall maintain the Project in a good state of repair. The Tenant may grant a security interest in the Project and an assignment for purposes of security to its lender or lenders, and the Landlord shall provide any consent and/or waiver reasonably requested by any lender, consenting to such lender's rights in the Project.

17. Removal of the Project. Within six (6) months after the end of the Term or Term extension, or upon termination of this Lease Agreement, the Tenant, its successors or assigns shall sever, disconnect, and remove the Project and all of the Tenant's other property from the Premises and restore the Premises to as close to original condition as reasonably possible. The removal, repair and restoration shall be at the sole expense of the Tenant or its successors and assigns. Should Tenant not remove the Project within six (6) months, then Landlord shall be entitled to take ownership of the Project and all associated assets.

18. Title. Landlord leases the Premises to Tenant on an “AS IS, WHERE IS” basis. It shall be Tenant’s responsibility to obtain, at Tenant’s sole cost, a commitment for title insurance. Landlord further represents and warrants that Landlord is not a party to any, and to Landlord’s best knowledge, there are no pending or threatened, legal, administrative, arbitral or other proceedings, claims, actions or governmental or regulatory investigations of any kind or nature whatsoever against Landlord (i) challenging the validity or propriety of this Lease Agreement, and/or transactions contemplated in this Lease Agreement or (ii) which could reasonably be expected to have a material adverse effect on the Ownership or operation of the Property or any part thereof or interest therein.

19. Quiet Enjoyment. The Landlord covenants and agrees that the Tenant, provided it remains in compliance with its obligations under this Lease Agreement, shall lawfully and quietly have the right to hold, occupy and enjoy the Premises for the Term of this Lease free from any claim of any entity or person of superior title thereto without hindrance to, interference with the Tenant's use and enjoyment thereof.

20. Environmental Matters. The Tenant shall not be liable for any past, present or future contamination or pollution or breach of environmental laws, if any, relating to the Premises or the Property, unless attributable to the Tenant's activities, its employees contractors or agents. Accordingly: (a) the Tenant shall not be responsible for any work relating to (i) the existence, use, transportation or treatment of Hazardous Materials, or (ii) the storage, handling, use, transportation, treatment, or the disposal, discharge, leakage, detection, removal, or containment of Hazardous Materials, and (b) the Landlord agrees to assume full responsibility for (and protect, indemnify and defend the Tenant against, any liability for response costs for any contamination or pollution or breach of environmental laws related to the Premises and the Property, unless and to the extent attributable to the Tenant's activities. The Tenant may encounter Hazardous Materials when installing, servicing, expanding, modifying or maintaining the Project. In the event the Tenant encounters any Hazardous Material at the Premises, the Tenant shall promptly cease any work in progress in an orderly, safe and efficient manner and inform the Landlord of the nature and location of said Hazardous Materials. It shall then be the Landlord's responsibility to eliminate or contain such Hazardous Materials in a commercially reasonable manner in compliance with law to allow the Tenant to continue or finalize any work in progress, provided however that Landlord shall not be obligated to undertake such remediation in the event that it is cost-prohibitive for the Landlord to do so. Tenant acknowledges that the Premises and the Property have been used as a landfill and that Hazardous Materials may be located thereon. It shall be the responsibility of the Tenant not to disturb the landfill or the cap. Any cap and/or site maintenance and repair activities which are due in whole or in part to Tenant's proposed or actual activities or Tenant's negligent acts or omissions (the "Tenant Caused Matters") shall be managed and paid for by Tenant; provided, however, (i) prior to performing any work or taking any action with respect thereto, Tenant must first notify Landlord of the existence of any such Tenant Caused Matters (or if Landlord discovers such Tenant Caused Matters, Landlord may give notice to Tenant thereof), and Tenant shall deliver to Landlord a detailed description of all work and other activities the Tenant proposes with respect to such Tenant Caused Matter, together with copies of all related notices, correspondence, reports and other information Tenant has with respect thereto, (ii) if Landlord desires to conduct further investigation or otherwise further assess or evaluate the Tenant Caused Matters, Tenant shall provide Landlord with reasonable access to the Premises for such purposes and otherwise fully cooperate and provide requested information to Landlord with respect thereto, (iii) if Landlord has any comments, concerns or other feedback with respect to the proposed work or activities, Tenant shall revise its work and/or action plan to reasonably address Landlord's comments concerns and/or other feedback and resubmit same to Landlord for approval, (iv) Tenant shall not proceed with its work or activities regarding Tenant Caused Matters unless and until Landlord has approved the submittals described above, but Tenant agrees to complete all such submittals to Landlord and respond to Landlord's comments, concerns and feedback in accordance with the above as quickly as is reasonably possible, (v) in lieu of Tenant performing necessary work or taking other action with respect to Tenant Caused Matters, Landlord shall have the right, in its sole and absolute discretion, to enter the Premises as may be reasonable or necessary to address the work or actions related to the Tenant Caused Matters, and Landlord may perform such work or take such actions itself and/or through its consultants and independent contractors, and in such case Tenant shall fully cooperate with Landlord, including providing all reasonable access to the Premises and coordinating with Landlord in connection therewith, and (vi) in the event Landlord elects to perform work or activities itself and/or through its

consultants and independent contractors as discussed above, Tenant shall be responsible to pay to Landlord all costs and expenses incurred by Landlord in connection with the work or other actions performed by Landlord in connection with the Tenant Caused Matters, plus a management and oversight charge of 15% of such costs, and any such amounts shall be due and payable by Tenant to Landlord within 30 days after Landlord's delivery to Tenant of Landlord's invoice for such amounts, with the right of Landlord to invoice Tenant for such amounts periodically as such works and/or activities progress, or in bulk upon full completion, as determined by Landlord in its sole discretion. Landlord shall be responsible for any other cap maintenance and repairs that may be required of Landlord by any existing closure order or that Landlord determines are necessary for purposes of compliance with any law or closure order.

21. Government Approvals. Landlord acknowledges that Tenant's ability to use the Property for the development of a Project is contingent upon obtaining all government and utility approvals. Landlord shall cooperate with Tenant in its effort to obtain such approvals at no cost to Landlord. Should Tenant be unable to obtain all necessary approvals, or be unable to maintain such approvals due to changes in law, this agreement shall terminate at Tenant's option as outlined further in Section 22 below.

22. Right to Terminate. Prior to the Commissioning Date of the Project, the Tenant may terminate this Lease Agreement by providing prior written notice to the Landlord. On or after the Commissioning Date, the Tenant may terminate this Lease Agreement without cause by providing at least six (6) months prior written notice to the Landlord if such termination shall occur between January 1st and June 30th, and twelve (12) months' prior written notice to the Landlord if such termination shall occur between July 1st and December 31st. After the Commissioning Date, Tenant may terminate this Lease, at its option, after giving not less than thirty (30) days notice to Landlord, if:

- a. Any governmental agency denies a request by Tenant for or revokes a permit, license, or approval that is required for Tenant to construct or operate the Project and infrastructure on the Premises;
- b. Tenant determines that technical problems, which problems cannot reasonably be corrected, preclude Tenant from using the Premises for its intended purpose;
- c. Tenant does not have acceptable and legally enforceable means of ingress and egress to and from the Premises;
- d. Utilities necessary for Tenant's use of the Premises are no longer available to the Premises; or
- e. The Premises and/or Project are damaged or destroyed to an extent that prohibits or materially interferes with Tenant's use of the Premises.

In the event of termination by Tenant pursuant to this provision, Tenant shall be relieved of all further liability hereunder except its obligation to remove the Project as provided herein. Should Tenant terminate in accordance with this Section 22, Tenant shall remove the system in accordance with Section 17 above.

23. Assignment. This Lease Agreement and the rights and obligations of the Tenant hereunder may not be assigned by the Tenant without the prior written consent of Landlord, not to be unreasonably withheld, so long as any successor tenant agrees to assume all of Tenant's obligations under this Lease Agreement, in which case, the Tenant shall be released from its obligations hereunder. This Lease Agreement may be assigned by the Landlord without the consent of Tenant, provided however, that any

successor landlord agrees to assume all of Landlord's obligations under this Lease Agreement, in which case, the Landlord shall be released from its obligations hereunder.

24. Liability for Injury and Damage. Tenant shall defend, indemnify and hold harmless the Landlord from any and all liability, loss, cost, damage or expense sustained by reason of the injury or death of any person, and/or damage to or destruction of any property arising from or caused by the Project and/or caused by any act, omission, or neglect of the Tenant or its subcontractors, agents, servants, employees, invitees, visitors or guests, including reasonable attorney's fees and other litigation expenses.

Landlord shall defend, indemnify and hold harmless the Tenant from any and all liability, loss, cost, damage or expense sustained by reason of the injury or death of any person, and/or damage to or destruction of any property arising from or caused by any act, omission, or neglect of the Landlord or its subcontractors, agents, servants, employees, invitees, visitors or guests, including reasonable attorney's fees and other litigation expenses.

Prior to commencing operations, Tenant shall obtain and provide evidence of the insurance coverages specified below.

1. **Commercial General Liability:** Including bodily injury, property damage, products and completed operations, personal and advertising injury with limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate limit;
2. **Automobile Liability:** All motor vehicles, including Hired and Non-Owned, used in connection with the Agreement; \$1,000,000 combined single limit per accident;
3. **Workers' Compensation:** As required per the State of Maine including Employer's Liability E.L. \$500,000 per accident and \$500,000 per employee, and \$500,000 caused by disease; and
4. **Umbrella Liability excess of General Liability, Auto Liability and Employer's Liability** for \$5,000,000 Each Occurrence/Aggregate.

Tenant shall provide the Landlord with certificate(s) of insurance naming the Landlord as an additional insured and evidencing the procurement of insurance contemplated in this section including endorsements, as required.

25. Revocation. In the event of the failure of either party to comply with any term, covenant or condition of this Lease for a period of thirty (30) days after the defaulting party's receipt of written notice from the other party of such failure (provided, however, if such failure is for a non-monetary default which cannot reasonably be cured within such thirty (30) day period, the defaulting party shall not be in default hereunder if it commences to cure such non-monetary default within such thirty (30) day period and prosecutes the cure to completion in good faith and with due diligence), then the defaulting party shall be deemed in default hereunder and the other party may, at its option, pursue any and all remedies available to such party at law or in equity. Monetary defaults, if any, shall be cured within the initial thirty (30) day period as set forth above. In the event of a default hereunder, the non-defaulting party will take commercially reasonable measures to mitigate its damages.

26. Lender Protection. Tenant shall have the absolute right at any time and from time to time, without Landlord's prior written consent or approval (but with prior written notice to Landlord) to: (i)

assign, encumber, hypothecate, mortgage or pledge (including by leasehold mortgage, deed of trust or personal property security instrument), or otherwise transfer all or any portion of its right, title or interest under this Lease to a Lender designated by Tenant, as security for the repayment of any indebtedness and/or the performance of any obligation owned by Tenant to such Lender; and (ii) mortgage its leasehold interest hereunder and/or collaterally assign its interest in this Lease and in any monies due under this Lease in connection with obtaining financing from a Lender for the Project and all appurtenances thereto (including the interconnection facilities and the transmission facilities and improvements, or otherwise encumber and grant security interests in all or any part of its interest in this Lease, the Premises, the Project, interconnection facilities or transmission facilities (holders of these various security interests are referred to as "Leasehold Mortgagees").

Following an event of default under any financing documents relating to the Project and all appurtenances thereto (including the interconnection facilities and the transmission facilities and improvements), any Lender or Leasehold Mortgagee may (but shall not be obligated to) assume, or cause their designees to assume, all of the interests, rights and obligations of Tenant thereafter arising under this Lease. Any Leasehold Mortgagee that has succeeded to Tenant's interests under this Lease in accordance with the provisions of this Section shall also have the right, without Landlord's prior written consent or approval (but with prior written notice to Landlord) to assign or sublet the whole or any portion or portions of its interest in this Lease, the Premises, the Project and all appurtenances thereto (including the interconnection facilities and the transmission facilities and improvements) for the uses permitted under this Lease, to one (1) or more creditworthy persons or entities (each, an "Assignee"). Following any such sale, conveyance, lease, assignment or sublet, the term "Tenant" shall be deemed to include each "Assignee" then holding Tenant's interest in this Lease. However, no Leasehold Mortgagee or Assignee shall by virtue of Tenant's conveyance to it acquire any greater interest in the Premises or any easements created hereunder than Tenant then has under this Lease. As used herein, (A) the term "Subtenant" means any Person that receives a transfer from Tenant in accordance with the provisions of this Lease of all or any portion of the right, title or interest under this Lease or in one or more such easements; (B) the term "Sublease" means the grant or assignment of such rights from Tenant to a Subtenant; and (C) the term "Lender" means any financial institution or other Person (including a Leasehold Mortgagee) that from time to time provides secured financing for some or all of Tenant's or a Subtenant's Project, collectively with any security or collateral agent, indenture trustee, loan trustee or participating or syndicated lender involved in whole or in part in such financing, and their respective representatives, successors and assigns. References to Tenant in this Lease shall be deemed to include any Person that succeeds (whether by assignment or otherwise) to all of the then-Tenant's then-existing right, title and interest under this Lease in accordance with the provisions of this Section.

If the rights and interests of Tenant in this Lease shall be assigned in accordance with this Section and the assuming party shall agree in writing to be bound by, and to assume, the terms and conditions hereof and any and all obligations to Landlord arising or accruing hereunder from and after the date of such assumption, Tenant shall be released and discharged from the terms and conditions hereof and each such obligation hereunder from and after such date, and Landlord shall continue this Lease with the assuming party as if such person had been named as Tenant under this Lease, provided, however, that the assuming party is creditworthy.

Landlord agrees to enter into a commercially reasonable form of non-disturbance, consent and recognition agreement by and among the Tenant's then chosen Lender or Leasehold Mortgagee, Landlord, and Tenant which shall include, without limitation, consent by Landlord to the Tenant's

collateral assignment of this Lease and Tenant's leasehold interest hereunder, cure rights and step in rights in favor of the Lender or Leasehold Mortgagee.

Any Lender or Leasehold Mortgagee or Assignee who acquires Tenant's leasehold interest pursuant to foreclosure or assignment in lieu of foreclosure that does not directly hold an interest in this Lease, or that holds an interest, lien or security interest in this Lease solely for security purposes, shall have no obligation or liability under this Lease for obligations arising prior to the time such Lender, Leasehold Mortgagee or Assignee directly holds an interest in this Lease, or succeeds to title to such interest, or to this Lease. Any such Lender, Leasehold Mortgagee or Assignee shall be liable to perform obligations under this Lease only for and during the period it directly holds such interest or title.

Within fifteen (15) days after written request therefore, Landlord shall execute such commercially reasonable estoppel certificates (certifying as to such truthful matters as Tenant, Lenders, Assignees or Leasehold Mortgagees may reasonably request, including that no default then exists under this Lease, if such be the case, and that this Lease remains in full force and effect), consents to assignment and non-disturbance agreements as Tenant or any Lender, Leasehold Mortgagee or Assignee may request from time to time, it being intended that any such estoppel certificates, consents to assignment and the like may be relied upon by any Lenders, Leasehold Mortgagees or Assignees or prospective Lenders, Leasehold Mortgagees, or Assignees, or any prospective and/or subsequent purchaser or transferee of all or a part of Tenant's interest in the Premises, any easements granted hereunder, the interconnection facilities and/or transmission facilities and/or the Project.

The provisions of this Section are for the benefit of the Lenders, Leasehold Mortgagees and Assignees, as well as the Parties hereto, and shall be enforceable by the Lenders, Leasehold Mortgagees and Assignees as express third-party beneficiaries hereof. Landlord hereby agrees that none of the Lenders, Leasehold Mortgagees and Assignees, nor any Person for whom they may act, shall be obligated to perform any obligation or be deemed to incur any liability or obligation provided in this Lease on the part of Tenant or shall have any obligation or liability to Landlord with respect to this Lease except to the extent any of them becomes a party hereto pursuant to this Section or through the exercise of its rights or remedies and the written assumption of the Lease or the easements granted hereunder. Any exercise by the Lenders, Leasehold Mortgagees and Assignees of any rights and remedies hereunder shall be subject to all rights, defenses and remedies available to Landlord, in each case subject to the terms of any non-disturbance, consent and recognition agreement entered into between or among the Lenders, Leasehold Mortgagees and Assignees and Landlord.

A Lender, Leasehold Mortgagee or Assignee shall have the absolute right: (a) enforce its lien and acquire title to Tenant's leasehold estate and easement rights by any lawful means; (b) to take possession of and operate the Premises or any portion thereof, in accordance with the terms of this Lease and to perform all obligations to be performed by Tenant under this Lease, or to cause a receiver to be appointed to do so; and (c) to acquire such leasehold estate and easement rights by foreclosure or by an assignment in lieu of foreclosure and thereafter to assign or transfer such leasehold estate to a third party.

To prevent termination of this Lease or any partial interest in this Lease, each Lender, Leasehold Mortgagee or Assignee shall have the right, but not the obligation, at any time prior to termination of this Lease, to perform any act necessary to cure any default and to prevent the termination of this Lease or any partial interest in this Lease. As a precondition to exercising any rights or remedies as a result of any alleged default by Tenant, Landlord shall give written notice of such default to each Lender,

Leasehold Mortgagee or Assignee previously disclosed in writing by Tenant, concurrently with delivery of notice to Tenant, specifying in detail the alleged event of default and the required remedy. Each such Lender, Leasehold Mortgagee or Assignee shall have the same amount of time to cure the default as to Tenant's interest in this Lease as is given to Tenant. The cure period for each Lender, Leasehold Mortgagee or Assignee shall begin to run at the end of the cure period given to Tenant in this Lease.

If any default by Tenant under this Lease cannot be cured without the Lender, Leasehold Mortgagee or Assignee obtaining possession of all or part of the Premises and/or all or part of the Project and/or all or part of Tenant's interest in this Lease, then any such default shall be deemed remedied if: (a) within ninety (90) days after receiving notice from Landlord as set forth in Section 33, either Lender, Leasehold Mortgagee or Assignee shall have acquired possession of all or part of the Premises and/or all or part of the Project and/or all or part of such interest in this Lease, or shall have commenced appropriate judicial or non-judicial proceedings to obtain the same; (b) the Lender, Leasehold Mortgagee or Assignee, as the case may be, shall be in the process of diligently prosecuting any such proceedings to completion; and (c) after gaining possession of all or part of the Premises and/or all or part of the Project and/or all or part of such interest in this Lease, the Lender, Leasehold Mortgagee or Assignee performs all other obligations as and when the same are due in accordance with the terms of this Lease, but only for the period attributable to its possession of the Premises, provided, however, that the Lender, Leasehold Mortgagee or Assignee shall pay the Rent and perform all the other obligations of Tenant hereunder as of the date that Landlord could have terminated this Lease for an event of default. If a Lender, Leasehold Mortgagee or Assignee is prohibited by any process or injunction issued by any court or by reason of any action by any court having jurisdiction over any bankruptcy or insolvency proceeding involving Tenant or any defaulting Assignee, as the case may be, from commencing or prosecuting the proceedings described above, the sixty (60) day period specified above for commencing such proceeding shall be extended for the period of such prohibition. During any period of possession of the Premises by a Lender, Leasehold Mortgagee or Assignee and/or during the pendency of any foreclosure proceedings instituted by a Lender, Leasehold Mortgagee or Assignee, the Lender, Leasehold Mortgagee or Assignee shall pay or cause to be paid the fees, Rent and all other monetary charges payable by Tenant under this Lease which have accrued and are unpaid at the commencement of such period and those which accrue thereafter during such period. Following acquisition of Tenant's leasehold estate by the Lender, Leasehold Mortgagee or Assignee as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale (all of which are included in the term "Assignee"), this Lease shall continue in full force and effect and the Lender, Leasehold Mortgagee or Assignee shall, as promptly as reasonably possible, commence the cure of all defaults under this Lease and thereafter diligently process such cure to completion, and upon such completion of the cure of all defaults under the Lease Landlord's right to terminate this Lease based upon such defaults shall be deemed waived; provided, however, that the Lender, Leasehold Mortgagee or Assignee or such party acquiring title to Tenant's leasehold estate shall not be required to cure those defaults which are not reasonably susceptible of being cured or performed by such party ("Non-curable defaults"). Non-curable defaults shall be deemed waived by Landlord upon completion of foreclosure proceedings or acquisition of Tenant's interest in this Lease by such party.

Any Lender, Leasehold Mortgagee or Assignee who acquires Tenant's leasehold interest, pursuant to foreclosure or assignment in lieu of foreclosure shall not be liable to perform the obligations imposed on Tenant by this Lease incurred or accruing after the Lender, Leasehold Mortgagee or Assignee no longer has Ownership of the leasehold estate or possession of the Premises. Neither the bankruptcy nor the insolvency of Tenant shall be grounds for terminating this Lease as long as all Rent and all other monetary charges payable by Tenant under this Lease are promptly paid by the Lender, Leasehold

Mortgagee or Assignee in accordance with the terms of this Lease. The acceptance of Rent by Landlord shall not be deemed a waiver of any other rights or remedy it may have under the Lease at law or in equity.

If this Lease terminates for any reason, including because of Tenant's default or if the leasehold estate is foreclosed, or if this Lease is rejected or disaffirmed pursuant to bankruptcy Applicable Requirements or other Applicable Requirements affecting creditor's rights and, within ninety (90) days after such event, Tenant or any Lender, Leasehold Mortgagee or Assignee shall have arranged to the absolute satisfaction of Landlord for the payment of Rent, fees and other charges due and payable by Tenant as of the date of such event, then Landlord shall execute and deliver to such Lender, Leasehold Mortgagee or Assignee or designee, as the case may be, a new lease to the Premises which (a) shall be for a term equal to the remainder of the Lease Term before giving effect to such rejection or termination; (b) shall contain the same covenants, agreements, terms, provisions and limitations as this Lease (except as otherwise provided in this section and for any requirements that have been fulfilled by Tenant or any Lender, Leasehold Mortgagee or Assignee prior to rejection or termination of this Lease); and (c) shall include that portion of the Project in which Tenant had an interest on the date of rejection or termination. A Lender, Leasehold Mortgagee or Assignee shall pay all of Landlord's reasonable legal fees associated with a new lease of the Premises.

After the termination, rejection or disaffirmation of this Lease and during the period thereafter during which any Lender, Leasehold Mortgagee or Assignee shall be entitled to enter into a new lease of the Premises, Landlord will not terminate any sublease or the rights of any sub-Tenant unless such sub-Tenant shall be in default under such sublease.

If more than one (1) Lender, Leasehold Mortgagee or Assignee makes a written request for a new lease pursuant to this provision, the new lease shall be delivered to the Lender, Leasehold Mortgagee or Assignee requesting such new lease whose mortgage or assignment of this Lease or the Tenant's leasehold interest hereunder is prior in lien, and the written request of any other Lender, Leasehold Mortgagee or Assignee whose lien is subordinate shall be void and of no further force or effect.

The provisions of Section 26 shall survive the termination, rejection or disaffirmation of this Lease and shall continue in full force and effect thereafter to the same extent as if Section 26 was a separate and independent contract made by Landlord, Tenant and each Lender, Leasehold Mortgagee or Assignee, and, from the effective date of such termination, rejection or disaffirmation of this Lease to the date of execution and delivery of such new lease, such Lender, Leasehold Mortgagee or Assignee may use and enjoy said Premises in accordance with the terms of such new lease, provided that all of the conditions for a new lease as set forth above are complied with.

Notwithstanding any provision of this Lease to the contrary, the Parties agree that so long as there exists an unpaid Leasehold Mortgage or loan or other financing held by a Lender that is secured by Tenant's grant of a security interest in the Premises, this Lease, the Project or any other Improvement, this Lease shall not be terminated, modified or amended, and Landlord shall not accept a surrender of all or any part of the Premises or a cancellation or release of this Lease from Tenant, prior to expiration of the Lease Term without the prior written consent of the Lender, Leasehold Mortgagee or Assignee, provided, however, that Landlord shall be permitted to terminate this Lease without the consent of Lender, Leasehold Mortgagee or Assignee if (a) such termination resulted from an event of default, and (b) Lender, Leasehold Mortgagee or Assignee was provided notice in accordance with this Section and

the right to cure such default for a period of ninety (90) days following such notice, and failed to cure such default within such period.

27. Condemnation. If, at any time during the Term, any authority having the power of eminent domain shall condemn a portion of the Premises, the Easements, the Project or related interconnection and transmission improvements for any public use or otherwise, such that the operation of Project becomes, in the reasonable discretion of Tenant, impractical by materially reducing the electrical generating capacity of the Project or materially impacting access to the Premises, then Tenant may terminate this Lease Agreement without incurring any liability to Landlord with respect to such termination by giving written notice to Landlord indicating the effective date of such termination except that Tenant will have responsibility to remove the Project or related interconnection and transmission improvements owned by the Tenant from the Premises and Property. Tenant shall have the right to exercise its termination option only within the six (6) month period after the Tenant receives knowledge of the condemnation.

The disposition of any condemnation award and/or casualty insurance proceeds shall be allocated among Landlord, Tenant, any Lender, Leasehold Mortgagee or Assignee as their interests may appear.

28. Damage to Project. If, at any time during the Term, the Project shall be substantially damaged or destroyed and rendered inoperable by fire or other occurrence of any kind, Tenant shall at its sole cost and expense either (a) repair or replace the Project, or (b) elect to terminate this Lease Agreement in which case Tenant remove the Project or related interconnection and transmission improvements owned by the Tenant from the Premises and Property.

If Tenant elects to repair and restore the Project, all insurance money paid to Tenant on account of such damage or destruction under the policies of insurance maintained by Tenant hereunder, less the cost, if any, incurred in connection with the adjustment of the loss and the collection thereof shall be applied by Tenant to the payment of the cost of the repair and replacement of the Project, subject to the rights of Lenders, Assignees and Leasehold Mortgagees.

29. Terminate in Event of Governmental Shutdown. In the event a governmental authority decrees, orders or demands that operation of the Project cease or that the Project must be removed from the Premises, for reasons unrelated to any default, violation or breach by Tenant of any applicable law, permit or consent, Tenant shall have the right to terminate this Lease Agreement without penalty to either Party upon delivery to Landlord of thirty (30) days prior written notice, in which case Tenant remove the Project or related interconnection and transmission improvements owned by the Tenant from the Premises and Property.

30. Force Majeure. In the event of a Force Majeure Event, as identified further below, Tenant shall be relieved from any future Rent payments and any other obligations under this Agreement, except its obligation to remove the Project as provided herein. "Force Majeure Event" means any act, event, cause or condition that prevents Tenant from performing its obligations, and is beyond the Tenant's reasonable control.

A Force Majeure Event may include, but shall not be limited to the following: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood;

lightning; wind; drought; the binding order of any Governmental Authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any Governmental Authority (provided that such action has been timely requested and diligently pursued); unavailability of electricity from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from the failure of the Party claiming a Force Majeure Event to have exercised reasonable diligence); and failure of equipment not utilized by or under the control of the party claiming a Force Majeure Event.

31. Miscellaneous provisions.

A. **Applicable Law.** This Lease Agreement shall be interpreted and governed by the laws of the State of Maine.

a. **Rules of Interpretation.** Titles and headings are included in this Lease Agreement for convenience only, and shall not be used for the purpose of construing and interpreting this Lease Agreement. Words in the singular also include the plural and vice versa where the context requires.

b. **Severability.** In the event that any provisions of this Lease Agreement are held to be unenforceable or invalid by any court or regulatory agency of competent jurisdiction, the Landlord and the Tenant shall negotiate an equitable adjustment in the provisions of this Lease Agreement with a view toward effecting the purposes of this Lease Agreement, and the validity and enforceability of the remaining provisions hereof shall not be affected thereby.

c. **Entire Agreement; Amendments and Waivers.** This Lease Agreement constitutes the entire agreements between the Parties and supersedes the terms of any previous agreements or understandings, oral or written. Any waiver or amendment of this Lease Agreement must be in writing. A Party's waiver of any breach or failure to enforce any of the terms of this Lease Agreement shall not affect or waive that Party's right to enforce any other term of this Lease Agreement.

d. **Further Assurances.** Either Party shall execute and deliver instruments and assurances and do all things reasonably necessary and proper to carry out the terms of this Lease Agreement if the request from the other Party is reasonable.

e. **Recordation.** The Parties hereto acknowledge that a memorandum of this Lease Agreement shall be recorded in the local land records, in the form included herein as Exhibit C.

f. **Specific Performance.** In the event that the Landlord is in material default under this Lease Agreement, then the Tenant may in its sole discretion, in addition to any other remedies available at law or in equity, tender performance of the obligations of the Tenant and specifically enforce all obligations of the Landlord.

32. Representations and Warranties.

(a) The Landlord hereby represents and warrants to Tenant as follows:

(i) Right, Power and Authority. It has full right, power and authority to enter into this Agreement and there is nothing, which would prevent it from performing its obligations under the terms and conditions imposed on it by this Agreement.

(ii) Binding Obligation. This Agreement has been duly authorized by all necessary action of Landlord, and constitutes a valid and binding obligation on the Landlord, enforceable in accordance with the terms hereof.

(iii.) Performance. To the best of the Landlord's knowledge, no fact or circumstance exists that will have, or is reasonably likely to have, a material adverse effect upon the Landlord's ability to perform its obligations under this Agreement.

(iv) Information. To the knowledge of the Landlord, the information provided to the Tenant by the Landlord pursuant to this Agreement is true and accurate in all material respects.

(b) Tenant hereby represents and warrants to the Landlord as follows:

(i) Right, Power and Authority. It has full right, power and authority to enter into this Agreement and there is nothing which would prevent it from performing its obligations under the terms and conditions imposed on it by this Agreement.

(ii) Binding Obligation. This Agreement has been duly authorized by all necessary action of Tenant, and constitutes a valid and binding obligation on Tenant, enforceable in accordance with the terms hereof.

(iii) Performance. To the best of the Tenant's knowledge, no fact or circumstance exists that will have, or is reasonably likely to have, a material adverse effect upon the Tenant's ability to perform its obligations under this Agreement.

(iv) Information. To the knowledge of the Tenant, the information provided to the Landlord by the Tenant pursuant to this Agreement is true and accurate in all material respects.

33. Notices. All notices, demands, requests, consents, approvals, and other instruments required or permitted to be given pursuant to this Agreement shall be in writing, signed by the notifying party, or officer, agent, or attorney of the notifying party, and shall be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service or overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Landlord:

To Tenant:

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

Lease Agreement – Signature Page

IN WITNESS WHEREOF, the parties, as evidenced by the signatures of their Duly Authorized Agents, do hereby execute this Lease Agreement this ____ day of _____, 201__.

IN PRESENCE OF:

Witness

By: _____

Duly Authorized Agent

Witness

By: _____

Duly Authorized Agent

Exhibit A

Tax Map & Book and Page of Deed for Landlord's Property

Exhibit B

Description of the Premises

(To be provided by Tenant at sole discretion in accordance with Section 13 & 14)

Exhibit C

MEMORANDUM OF LEASE

KNOW ALL PERSONS BY THESE PRESENTS that a certain Site Lease Agreement (the "Lease") was entered into on _____, 20____, by and _____, a _____ (hereinafter "Lessee") and _____ (hereinafter "Lessor"), with an effective date of _____, 20____.

1. Property Affected By The Lease. The leased property is described as follows:

[INSERT]
2. Term of Lease. The Lease commences on __, 20____ and continues for twenty five years and ninety days following the Commissioning Date of the solar electric generation and/or battery facility to be constructed on the leased property by the Lessee. The Commissioning Date is defined in the Lease as the date on which the facility is energized and permitted to operate.
3. Restriction on Assignment. The Lease may not be assigned by the Lessee without the prior written consent of Lessor, not to be unreasonably withheld, so long as any successor lessee agrees to assume all of Lessee's obligations under the Lease. The Lease may be assigned by the Lessor without the consent of Lessee, provided however, that any successor lessor agrees to assume all of Lessor's obligations under the Lease.
4. Extension and Renewal. The Lease is may be extended for four (4) additional five (5) year terms at the option of the Lessee.
5. Right of Purchase or First Refusal. There is no purchase right or right of first refusal granted in the Lease.
6. Location of Original Lease. The original signed copy of the Lease will be maintained at the Office of the Lessor.
7. Addresses. The addresses set forth in the Lease as those of the parties are as follows:

Lessor:

Lessee:
8. Conflict With Lease. The provisions of this Memorandum shall not be used in interpreting the Lease, and in the event of any conflict between this Memorandum and the Lease, the terms of the Lease shall control in all respects.
9. Use. Lessee shall not construct or erect any structure or building on the Premises, if

the use or useful occupancy of that structure or building will require the installation of or connection to a potable water supply or wastewater system, without first complying with the applicable rules and obtaining any required permit.

10. Miscellaneous. All capitalized terms not defined herein shall have the meaning set forth in the Lease. This Memorandum shall be governed by the laws of Maine.

LESSOR, _____.

STATE OF _____)
COUNTY OF _____) SS.

At _____, _____ this __ day of _____, 20____,
_____ personally appeared, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed, and the free act and deed of _____.

Before me, _____
Notary Public:
Commission Expires:
License #:

LESSEE, _____

Duly Authorized Agent

STATE OF _____)
COUNTY OF _____) SS.

At _____, _____ this __ day of _____, 20____,
_____ personally appeared, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed, and the free act and deed of _____.

Before me, _____
Notary Public:
Commission Expires:
License #:

Memorandum of Option Agreement

This Memorandum of Option Agreement is made as of the ___ day of _____, 201___. Notice is hereby given of a Lease Option Agreement (the "Agreement") dated the ___ day of _____, 202__, by and between _____ of _____, _____ (the "Grantor"), and _____, a _____ limited liability company, its successors and assigns (the "Grantee").

1. The names and addresses of the parties to the Agreement are as follows:

Grantor:

Grantee:

2. The date of the Agreement is as set forth above.

3. The Grantor has granted the Grantee an option to lease certain real property owned by the Grantor and located _____. The property subject to the option is described in further on Exhibit 1 hereto.

4. The term for the exercise of the option began on the ___ day of _____, _____ and shall end on _____, _____.

5. The Agreement grants the Grantee a right to extend or renew the term for the exercise of the option for an additional one (1) year term.

6. A copy of the original Agreement is on file with the Grantee.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option Agreement effective as of the date first set forth above.

GRANTOR:

STATE OF _____)
COUNTY OF _____) SS.

At _____, _____ this ___ day of _____, 20____, _____ personally appeared, and s/he acknowledged this instrument, by him/her sealed and subscribed, to be his/her free act and deed.

Before me, _____
Notary Public:
Commission Expires:
License #:

GRANTEE:

Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____) SS.

At _____, _____ this ___ day of _____, 20____, _____ personally appeared, and he acknowledged this instrument, by him sealed and subscribed, to be his free act and deed, and the free act and deed of _____.

Before me, _____
Notary Public:
Commission Expires:
License #: