

## SUPPLEMENTAL MEMORANDUM OF SOLAR OPTION AND LAND LEASE

This SUPPLEMENTAL MEMORANDUM OF SOLAR OPTION AND LAND LEASE is made by and between **R.N. Willey & Sons Excavating, Inc.**, a Maine corporation ("Lessor"), and **Sebago Solar, LLC**, a Maine limited liability company ("Lessee").

WHEREAS, Lessor and Lessee entered into a Solar Option and Land Lease with an Effective Date of December 27, 2019, as amended July 16, 2024 (the "Lease"), a Memorandum of which having been recorded at the Cumberland County Registry of Deeds in **Book 36323 Page 155**, pertaining to certain Premises in the Town of Windham, Cumberland County, Maine; and

WHEREAS, the parties wish to acknowledge their agreement upon the location of (i) the portion of the Premises to be used for Lessee's proposed solar energy project, and (ii) the appurtenant Access Easement in the Town of Raymond, if Lessee gives the "Option Notice" as described in the Lease;

NOW THEREFORE, for good and valuable consideration, Lessor and Lessee hereby agree as follows, with capitalized terms used and not otherwise defined herein having the meanings ascribed in the Lease:

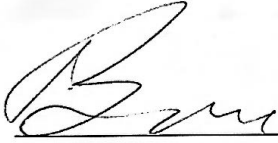
1. Premises. The "Premises" subject to the Lease are more particularly described in Exhibit A attached hereto, which replaces the Exhibit A attached to the Lease.
2. Project Area; Remaining Portions of Premises. Lessee's Solar Facilities (a/k/a Solar Power Facilities) may only be installed within that 11.77-acre portion of the Premises depicted as "Project Area" on the plan attached hereto as Exhibit B (the "Project Area"), except that Transmission Facilities may also be located within the Access Easement. Lessor shall not have access to any fenced-in portion of the Project Area, but Lessor retains the right to use all portions of the Premises located outside the Project Area as described in Lease Section 1.1(e), subject to the provisions of Lease Sections 1.1 and 5.2. Lessee's easement rights pursuant to Lease Section 1.1(d)(i) shall include the right to trim any trees or vegetation located within the Premises but outside the Project Area that may, in Lessee's sole judgment, impede or interfere with the collection and conversion of solar energy.
3. Access Easement. The appurtenant, non-exclusive "Access Easement" described in Lease Section 1.1(d)(ii), providing access from the terminus of Viola Avenue in the Town of Raymond to the Project Area, is located as described in Exhibit A attached hereto. If required for interconnection of the Solar Power Facilities to the electrical grid, when requested, Lessor shall grant to the applicable electrical utility a separate standalone electrical transmission easement within the Access Easement and/or the Project Area, in such form as the utility reasonably requests.

4. Further Amendment. If, upon installation of the Solar Facilities, Lessee's as-built survey indicates that the Project Area and/or the Access Easement need to be modified in order to fully and appropriately contain the Solar Facilities, the parties agree to execute and deliver another amendment of the Lease to redefine the Project Area and/or the Access Easement based on such as-built survey; provided, however, that the Project Area shall in no event exceed twenty (20) acres.
5. Option Period. The "Option Period" commenced on the Effective Date and expires on December 27, 2025 (the "Expiration Date").
6. Extended Term. If Lessee gives the Option Notice as described in the Lease, then the Lease will be extended for the Extended Term, being a period of thirty (30) years from the Extended Term Date as specified in the Option Notice.
7. Renewal Term. Lessee shall have the right, at its option, to extend the Extended Term for four additional periods of five years each (each, a "Renewal Term"), as set forth in the Lease.
8. Termination. If Lessee does not deliver the Option Notice within the Option Period, or if the Lease is otherwise terminated, then Lessee shall provide a recordable acknowledgment of such termination to Lessor in accordance with Lease Section 10.11.
9. Effect. This Supplemental Memorandum shall be recorded at the Cumberland County Registry of Deeds, and, upon such recording, shall serve to modify, but not replace, that certain Memorandum of Solar Option and Land Lease recorded at said Registry in Book 36323 Page 155.

*[The remainder of this page is intentionally left blank.]*

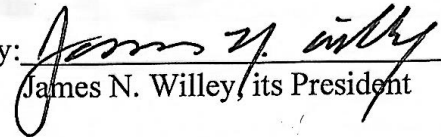
IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals effective as of the date first set forth above.

WITNESS:

  
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LESSOR:

R.N. WILLEY & SONS EXCAVATING, INC.

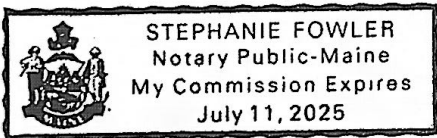
By:   
James N. Willey, its President

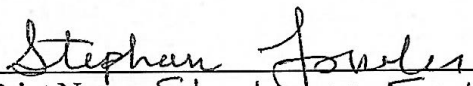
STATE OF MAINE

COUNTY OF Chimberland

July 16, 2024

Then personally appeared the above-named James N. Willey, President of R.N. Willey & Sons Excavating, Inc., and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of said corporation.



  
Print Name: Stephanie Fowler  
Notary Public  
My Commission Expires: July 11, 2025

WITNESS:

B. J.

LESSEE:

SEBAGO SOLAR, LLC

By: [Signature]  
Print Name: David Fowler  
Title: Manager