

## AMENDMENT TO SUPPLEMENTAL MEMORANDUM OF SOLAR OPTION AND LAND LEASE

This AMENDMENT TO SUPPLEMENTAL MEMORANDUM OF SOLAR OPTION AND LAND LEASE is made as of September 30, 2024, 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 by Amendment to Solar Option and Land Lease dated July 16, 2024, as amended by Second Amendment to Solar Option and Land Lease dated September 30, 2024 (collectively, the "Lease"), a memorandum of which having been recorded at the Cumberland County Registry of Deeds in **Book 36323 Page 155** (the "Memorandum"), as affected by Supplemental Memorandum of Solar Option and Land Lease dated July 16, 2024 and recorded at the Cumberland County Registry of Deeds in **Book 40889, Page 1** (the "Supplemental Memorandum"), pertaining to certain Premises in the Town of Windham and the Town of Raymond, Cumberland County, Maine; and

WHEREAS, the parties wish to amend the Supplemental Memorandum to accurately reflect the provisions in the Second Amendment to Solar Option and Land Lease dated September 30, 2024;

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. Paragraph 4 of the Supplemental Memorandum is hereby deleted and replaced with the following:
  4. If as a result of Lessee's due diligence during the Option Period or Lessee's development and construction of the Project, Lessee determines that the Project Area and/or the Access Easement need to be modified in order to fully and appropriately contain the Solar Power Facilities or to develop the Project, the parties agree to execute and deliver another amendment of the Agreement to redefine the Project Area and/or the Access Easement by means of a survey prepared at Lessee's expense; provided, however, that the Project Area shall in no event exceed twenty (20) acres.

2. Paragraph 6 of the Supplemental Memorandum is hereby deleted and replaced with the following:
  6. Extended Term. Notwithstanding anything to the contrary in the Memorandum and Supplemental Memorandum, upon the earlier of (i) the date Lessee gives the Option Notice as described in the Lease; or (ii) the expiration of the Option Period, the Lease will be extended for the Extended Term, being a period of thirty (30) years from the Extended Term Date.
3. Paragraph 8 of the Supplemental Memorandum is hereby deleted and replaced with the following:
  8. Termination. If the Lease is terminated Lessee shall provide a recordable acknowledgment of such termination to Lessor in accordance with Lease Section 10.11.
4. This Amendment to 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, as affected by Supplemental Memorandum of Solar Option and Land Lease recorded at said Registry in Book 40889, Page 1.
5. This Amendment to Supplemental Memorandum is recorded in compliance with the provisions of 33 M.R.S.A. §201 to provide record notice of the lease identified herein, as the same may be amended or modified. This Amendment to Supplemental Memorandum does not modify or alter the terms of the Lease and in the event of any conflict or inconsistency between the terms of the Lease and the Memorandum, as amended or supplemented, the Lease shall govern and control.

*[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:

LESSOR:

R.N. WILLEY & SONS EXCAVATING, INC.

Ashley Willey

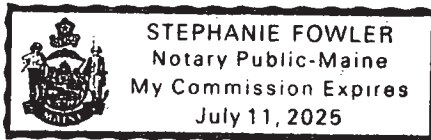
By: James N. Willey  
James N. Willey, its President

STATE OF MAINE

COUNTY OF Cumberland

October 30, 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.



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

WITNESS:

LESSEE:

SEBAGO SOLAR, LLC

Myra J. Jell

By: David Fowler

Print Name: David Fowler

Title: Manager

Received  
Recorded Register of Deeds  
Nov 12, 2024 09:46:09A  
Cumberland County  
Jessica M. Spaulding