

**TOWN OF LUBEC, MAINE**

**Request for Proposals  
Site Lease for Development of Solar Photovoltaic (PV) System  
April 9, 2021**

**1. INTRODUCTION**

The Town of Lubec (“Town”) is accepting written proposals from potential bidders interested in leasing property to develop a solar photovoltaic (PV) system to be installed at the following Town-owned property:

- Land located on Route 189 (County Road) behind the Town’s Public Works Facility; designated as Tax Map 8, Lot 22 (Longitude: 44°50'.03.56N, Latitude: 67°02'.01.33W).

The Town has identified this potential location, which was previously used as a gravel pit, based on practical ground-mounted system potential. Interested bidders will be required to attend a pre-bid site visit, are responsible for their own due diligence for the proposed site, and will ultimately be responsible for all aspects of the installation, operation and decommissioning of the project. The Town expects the PV system to be connected directly to the grid through an interconnection agreement with the incumbent utility, Versant Power. The term length of the Site Lease is expected to be 20 years.

**NOTE: The Site Lease will be subject to final approval at the Town of Lubec Annual Town Meeting, which will be held August 4, 2021.**

The proposed schedule for this RFP process is as follows:

<b>Event</b>	<b>Date</b>
RFP Released	April 9, 2021
Bidder Questions Due	May 14, 2021
Answers Posted	May 20, 2021
Mandatory Site Visit	May 28, 2021
Proposals Due	June 22, 2021 at 4 PM ET [opened on 6/23]
Selection Process Completed By	May 23, 2021
Town Meeting Approval of Lease	August 4, 2021

**2. INSTRUCTIONS TO BIDDERS**

**2.1 Submission Process.**

Proposals will not receive consideration unless submitted in accordance with the following instructions to bidders. Please mark sealed envelopes plainly: “2021 Solar Energy Site Lease RFP.” Bid packages will be available beginning on April 9, 2021, and

documents related to the RFP may be obtained from the Town of Lubec's website:  
<https://townoflubec.com/>

Please submit your proposal to the Town of Lubec by 4:00 PM ET on June 22, 2021. Proposals must be delivered to Renée Gray, Town Administrator, Town of Lubec, 40 School Street, Lubec, ME 04652. No proposals will be accepted after the time and date listed above. Proposals will be opened at 2:00 PM ET on the following date at the Town Office.

## 2.2 Questions.

Bidders may submit questions via email to Renée Gray at [townadministrator@townoflubec.com](mailto:townadministrator@townoflubec.com). The subject line of the email should read: "Questions Regarding 2021 Solar Energy Site Lease RFP." Questions must be received by May 14, 2021. Answers to questions will be posted on May 20, 2021, on the Town of Lubec's website.

## 2.3 Accept/Reject.

The Town reserves the right to accept or reject any or all proposals in whole or in part, to waive any informality the Town may determine necessary, and to negotiate with any bidder. The Town also reserves to itself the exclusive right to accept any proposal when it is deemed by the Town to be in its best interests. The Town is governed by Maine's Freedom of Access Act, 1 M.R.S. §§ 401-410, which considers bid specifications as public documents. In awarding any proposal, the Town may consider, but not be limited to, any of the following factors: Bidder qualifications, price, experience (including with Maine projects and municipalities), financial standing with the Town, warranties, references, bonding, delivery date, and service of Bidder.

## 2.4 Lease Selection.

The Town will evaluate bids in response to this solicitation and may negotiate with or award a contract to a responsible bidder whose bid is conforming to the solicitation and will be most advantageous to the Town considering price, completeness, financial stability of bidder, capacity, and capabilities of meeting project requirements specified in the solicitation.

The Bidder selected, if any, will be required to sign a Lease Agreement with the Town of Lubec substantially in the form included herewith as **Attachment A**, within thirty (30) days of the award of the bid.

This RFP in no manner obligates the Town to the eventual purchase of any products or services described, implied, or which may be proposed, until confirmed by written agreement. The RFP may be terminated by the Town without penalty or obligation at any time prior to the signing of an agreement.

## 2.5 Pricing.

Bidders must include the minimum pricing scenarios for 20-year contracts with the following options:

- A) fixed price; and
- B) escalated price with a 1.5% escalator.

Bidders are asked to bid on one or more of the pricing structures outlined above, and Bidders must include the area (square footage) for the generation proposal. Bidders should note that cost-effectiveness will be one of the key factors in the Town's decision process. The Town may choose to move forward with only one or more (or none) of the projects for any of the pricing structures described above.

Lease payments may vary based on the type and size of the system, and Bidders are encouraged to present the most viable solutions. In all scenarios, Bidders should state assumed interconnection costs, project construction costs, and annual maintenance costs. Please provide a project-specific pro forma in an Excel format.

## 2.6 Bid Content.

Bidders are encouraged to include any information believed to be relevant to this RFP, including company information, financial backers, sample projects and resumes of key project personnel. A minimum of three (3) representative projects and reference contact information shall be included with the bid. Expenses for developing and presenting proposals shall be the entire responsibility of the Bidder.

Proposals must be organized with the following sections:

- A. Bidder Information
- B. Lease Pricing
- C. Representative/Reference Projects (3 are required)
- D. Project References with Contact Information (3 are required)
- E. Financial References/Strategy to ensure project completion
- F. Other Relevant Information

## 2.7 Bidder's Commitment.

The bids shall reflect the Bidder's commitment to the following requirements:

- 1) The Bidder shall provide a complete and fully functional installation, including the furnishing, installation, supervision, commissioning, maintenance or repair and operation of the PV system.
- 2) The Bidder shall give notices, file plans, obtain permits and licenses, pay fees and back charges, and obtain necessary approvals from authorities having jurisdiction as required to perform work in accordance with all legal requirements. The Town

shall be notified in advance of any submissions and be given reasonable opportunity to review any documents submitted to any third party or authority having jurisdiction on behalf of the Town.

- 3) Bidder shall be responsible for any tax obligations related to the projects.
- 4) The Bidder shall complete final design of the system.
- 5) Bidders shall provide all record drawings for structural, mechanical, and electrical specifications.
- 6) The Bidder shall furnish all required services, including design, detailing, approval of shop drawings, and field inspections required.
- 7) At all times during performance of this contract, until the work is completed and accepted, the Bidder shall directly superintend the work.
- 8) The Bidder shall be responsible for all damages to persons or property that occurs as a result of the Bidder's fault or negligence.
- 9) The Bidder shall be responsible for all work including but not limited to survey, wetlands delineation and geotechnical information. Prior to installation, the Bidder shall make the details associated with the PV system available to the Town to review to ensure compliance as needed.
- 10) The Bidder shall at all times keep the leased area, including storage areas, clean and orderly. Any waste, excess material or packaging shall be removed promptly and disposed or recycled properly.
- 11) The Bidder is responsible for any damage to the leased area and is responsible for the prompt repair of any damage to the same, resulting from the work at the project at no additional cost to the Town.
- 12) The Bidder shall provide a schedule of insurance coverage, including general liability, auto liability, professional liability, property damage and workers' compensation, that will be maintained and in effect during the term of this project.

### **3. REQUIREMENTS FOR THE CONTRACT TO BE SIGNED BY THE SUCCESSFUL BIDDER**

#### **3.1 Construction Requirements.**

- 1) *Construction Progress Schedule* – If selected, the Contractor shall submit an initial construction schedule and monthly progress schedules through the project duration. The Contractor shall not commence construction until written approval has been granted by the Town for the construction schedule.

- 2) *Site Investigation and Conditions Affecting the Work* – The Contractor acknowledges that it has investigated and satisfied itself as to the general, existing, and local conditions that can affect the work or its cost. The Town assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Town.
- 3) *Working Conditions* – All work shall be conducted in accordance with the State of Maine labor laws and any other applicable federal, state and local laws and regulations.
- 4) *Permits, Codes, Health, Safety and Accident Prevention* – The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work at its sole cost.
- 5) *Availability and Use of Utility Services* – Temporary workstation and utility requirements are to be provided by the Contractor.
- 6) *Protection of Existing Site* – The Contractor shall preserve, protect, and replace damaged structures, equipment, utilities and vegetation on or adjacent to the work sites.
- 7) *Temporary Buildings and Transportation of Materials* – Temporary buildings and utilities may be erected by the Contractor only with the approval of the Town and/or and shall be built with labor and materials furnished by the Contractor without additional expense. The Contractor shall be responsible for all material delivery, storage, and security to site.
- 8) *Prohibition Against Liens* – The Contractor is prohibited from causing any lien to be placed on the Town’s property by the Contractor or any of its subcontractors or materials suppliers.

3.2 Administrative Requirements.

- 1) *Lease Period* – The Town will require the Contractor to agree to a minimum term of 20 years for the Site Lease.
- 2) *Payments* – The Contractor shall pay the Town the price as provided in the proposed Site Lease.
- 3) *Lease Modifications* – Any contract modification shall be authorized in writing and signed by both parties. When a proposed modification requires Town Meeting approval prior to its issuance, such modification shall not be effective until the required approval is received.

- 4) *Suspension of Work* – The Town may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Town determines appropriate for the convenience of the Town. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted, an adjustment shall be made.
- 5) *Assignment of Contract* – The Contractor shall not assign or transfer any interest in the Site Lease unless provided in the agreement.
- 6) *Insurance* – Before commencing work, the Contractor and each Subcontractor shall furnish the Town with certificates of insurance showing that minimum insurance requirements as set forth in subsection (8) are in force and will insure all operations under the Site Lease, and at no additional cost to the Town.
- 7) *Subcontracts* – The Contractor shall be as fully responsible for the acts or omissions of its Subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor. Nothing contained in this contract shall create any contractual relationship between any Subcontractor and the Town.
- 8) *Insurance requirements* – The Site Lease will specify the required insurance coverages, and such insurances shall remain in effect for the duration of the term of the Site Lease. The Town shall be named as an additional insured, with any required endorsement on the policy, on all insurances other than Worker’s Compensation and professional liability coverage. In the event that subcontractors are utilized in the provision of services, the Contractor is responsible for determining that each subcontractor has proper insurance coverage and shall provide the Board with evidence of such coverage. The Contractor shall submit evidence all required insurance prior to the commencement of work under this Agreement and prior to the commencement of work each succeeding year. The Contractor shall be responsible for notifying the Town at least 30 days prior to cancellation, nonrenewal, material modification or expiration of any policies. Evidence of replacement policies shall be provided to the Town prior to the expiration of the 30-day period. The Contractor is also responsible for requiring that any subcontractors who are not covered by the Contractor’s insurance provide to the Town evidence of the required coverages under the Agreement, including naming the Town as additional insured. No subcontractor will be allowed to perform services without such insurances.

#### 4. SITE DESCRIPTIONS AND REQUIREMENTS

##### 4.1 Site Details.



The proposed leased property is located off Route 189 (County Road) behind the Town's Public Works Facility, and is an approximately 43 acre area that was previously used as a gravel pit. See area mapped above and outlined in black. The property is designated as Tax Map 8, Lot 22, and located at Longitude 44°50'.03.56N, Latitude 67°02'.01.33W. The area beyond the gravel pits is wooded down to the shore of Eaton Cove. The Town has not performed any analysis as to the suitability of the proposed leased property for use as a solar energy facility, and an official survey of the property has not been performed, so Bidders shall not rely upon the above rendering as an official depiction of the property boundaries. Note that any area located within 250 feet of the normal high-water line of any saltwater body or the upland edge of a coastal or freshwater wetland is regulated under the Town of Lubec Shoreland Zoning Ordinance.

#### 4.2 Approvals.

The solar development(s) may require approval of land use permits from local and state regulatory authorities. The successful bidder shall be responsible for obtaining all permits and approvals required for development at its sole cost including, without limitation, any state or local permits and approvals required under applicable statutes, regulations or ordinances.

### **5. PROJECT IMPLEMENTATION**

#### 5.1 Regulatory Requirements.

Throughout the duration of the project and the term of the Site Lease, the Contractor must meet and fully adhere to all applicable regulatory requirements, including but not limited to:

- 1) All applicable local and state regulations (including but not limited to regulations of Maine DEP)
- 2) National Fire Protection Association (NFPA)
- 3) National Electrical Code
- 4) Occupational Safety and Health Administration (OSHA)

Interconnection of the PV system to the electrical grid shall meet all applicable standards required by Versant Power, depending on the project location.

#### 5.2 Required Submittals.

If selected, the Contractor will, at a minimum, provide the following submittals:

- 1) As-built drawings.
- 2) Commissioning report.
- 3) Other applicable documents to comply with any local approval standards.
- 4) Final as-builts printed in pdf and paper in acceptable sizes are 24"x 36" or 30"x 42".

All X-refs bound and unnecessary objects purged on AutoCAD before submission. Must comply with all requirements in CAD and Image Standards. TIFF scans must be produced at minimum 300dpi resolution at hard copy dimensions; file names must follow conventions in CAD Standards. (If TIFFs are black and white, saving them with a bit depth of 8 will help keep the size down.)

5.3 Sequencing and Scheduling.

- 1) A pre-installation meeting shall be convened to establish procedures to maintain optimum working conditions and to coordinate work with related and adjacent work.
- 2) A mutually agreed upon construction schedule shall be submitted as part of the submittal package and updated with progress schedules through the project duration.

5.4 Close Out.

- 1) The Contractor will be required to submit required close-out documents.
- 2) The Contractor will be required to restore landscaping elements to pre-construction condition.

**LEASE AND EASEMENT AGREEMENT**

THIS LEASE AND EASEMENT AGREEMENT is made this \_\_\_ day of \_\_\_\_\_, 2021 (the “Effective Date”), by and between \_\_\_\_\_ (“Tenant”), and the **Inhabitants of the Town of Lubec**, a body politic and corporate having a mailing address of 40 School Street, Lubec, ME 04652 (“Landlord”). Tenant and Landlord are sometimes collectively referred to herein as the “Parties,” and this Lease and Easement Agreement is sometimes referred to herein as the “Agreement.”

**RECITALS**

A. Landlord is the sole fee simple owner of that certain real property located in Lubec, Washington County, Maine, more particularly described on Exhibit A attached hereto (the “Property”).

B. Tenant is in the business of developing and operating solar energy electrical generation facilities and projects

C. Tenant desires and Landlord is willing to grant to Tenant certain lease and easement rights for the use of a portion of the Property shown on Exhibit B (the “Premises”) in the prospective development of a solar energy project (the “Solar Farm”).

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**AGREEMENT**

1. Grant of Lease. Landlord hereby leases the Premises to Tenant and Tenant leases the Premises from Landlord, for the Term (as defined below). Such lease shall include the exclusive right to, and easements for, the free and unobstructed access to sunlight on the Premises and the exclusive use of the Premises for the purposes of solar resource evaluation, solar energy development, solar energy generation, transmission, and related solar energy uses, including such purposes as are described in Section 2 below (collectively, the “Solar Energy Use”), together with the easement rights described in Section 2 below.

2. Solar Energy Use. Tenant shall have the right to possess, occupy and make use of the Premises for the Solar Energy Use, which includes the following:

2.1. Solar Resource and Other Evaluations. Tenant shall have the exclusive right to erect, relocate, maintain, operate and replace sunlight and weather monitoring equipment, steel towers, concrete slabs, fences and buildings to properly operate, house, protect and otherwise facilitate Tenant’s sunlight and weather monitoring activities. The exact location of this equipment and related facilities on the Premises shall be determined by Tenant in its sole discretion. Tenant may also conduct other meteorological, environmental, soil, and geologic studies at the Premises as it deems necessary to evaluate the Premises and develop the Solar Farm.

2.2. Solar Energy Conversion Systems. Tenant shall have the right to, and is hereby granted an easement for, the free and unobstructed sunlight on the Premises. Tenant shall have the exclusive right to develop, erect, relocate, remove, repower, maintain, operate, and replace solar panels (“Solar Panels”) and related equipment of any type and in such quantity on the Premises as Tenant determines in its sole discretion. Such operation shall include the right, and Landlord does hereby grant Tenant an easement over the Property to, create noise and sound waves as well as electromagnetic waves and interference, and impact view and visual effects at the Property and any adjacent property of Landlord. The exact location of such Solar Panels and Related Equipment shall be determined by Tenant in its sole discretion. The term “Solar Panels and Related Equipment” includes all equipment and improvements necessary or useful for the conversion of solar energy into electricity and the control and transmission of the same, including Solar Panels, foundations, and concrete pads, footings, guy wires, anchors, fences, and other fixtures and facilities, staging areas for the assembly of equipment, required lines, and substation facilities to transfer power from the generators to power transmission lines, energy storage devices, and other power production equipment.

2.3. Transmission and Communication Facilities. Tenant shall have the exclusive right, and is hereby granted an easement over the Property to, erect, install, remove, maintain, repair, operate, and replace facilities for the storage, collection, distribution, step-up, step-down, wheeling, transmission, and sale of electricity and for communications in connection with Solar Panels and Related Equipment, including the following, at such locations on the Property as Tenant shall determine, underground and/or overhead distribution, collection, and transmission lines; underground and/or overhead control, communications, and radio relay systems and telecommunications equipment; energy storage facilities; interconnection and/or switching facilities, circuit breakers, transformers; cables, wires, fiber, conduit, footings, foundations, towers, poles, crossarms, guy lines and anchors, and any related or associated improvements, fixtures, facilities, appliances, machinery and equipment. It is expressly understood that Tenant is not authorized to erect wireless telecommunications facilities (including towers) under this Agreement, except that Tenant shall be permitted to install wireless communication equipment to allow data collection in connection with the operation of the System, including, without limitation wireless modems.

2.4. Roads and Access. Tenant shall have a non-exclusive right, and is hereby granted an easement over the Property, for vehicular and pedestrian access, ingress, and egress to, from, and over the Property, at such locations as Tenant and Landlord shall mutually determine, for purposes related to or associated with the Solar Farm and/or the transmission facilities installed or to be installed on the Premises, on adjacent property, or elsewhere; which, without limiting the generality of the foregoing, shall entitle Tenant to install and use new roads on and across the Property and to use and improve any existing and future roads and access routes on the Property and across any access routes over which Landlord has the right to travel. Landlord further grants Tenant the right to gate any roads on the Property, and if so doing, Tenant shall provide Landlord with a key(s) or other means of affording 24-hour access through said gate(s).

2.5. Due Diligence Period. During the period commencing on the Effective Date and terminating on the date (the “Due Diligence Termination Date”) that is the earlier of (i) the 250th day following the Effective Date, or (ii) delivery by Tenant to Landlord of a Due Diligence Termination Notice (as defined in Section 12.4.2 below) (the “Due Diligence Period”), Tenant

and its employees, agents, and independent contractors shall have the right to enter upon the Property for the purposes of conducting, at Tenant's expense, such studies, surveys, inspections, and tests pertaining to the condition of the Property, including, without limitation, any environmental inspections, tests, or audits as Tenant desires to conduct. During the Due Diligence Period, if Tenant coordinates an inspection of the Property by the Maine Department of Environmental Protection (MEDEP) for any reason, Tenant shall provide Landlord with reasonable notice of such inspection and shall permit Landlord's representatives to attend the inspection. In addition, Tenant shall take photographs or video to document the condition of the Premises prior to commencing the installation of the Solar Farm.

2.6. Landlord's Use of the Property. Buildings and other improvements located on the Property as of the Effective Date will be allowed to remain, and Tenant may not require their removal. During the Term of this Agreement, Landlord shall not enter on the area of the Premises occupied by the Solar Farm without the consent of Tenant, such consent not to be unreasonably withheld, conditioned or delayed; provided that, in the event of an emergency, Landlord and its authorized personnel may enter the Premises without prior notice to Tenant, provided that Landlord promptly notifies Tenant of such entry and the nature of the visit. Landlord may enter the portions of the Property outside of the Premises for any purpose without the consent of Tenant. Landlord shall request permission to access the Premises upon twenty-four (24) hours' advance notice whenever Landlord desires to access the Premises occupied by the Solar Farm, unless there is an emergency which requires immediate access in which less notice may be required. Landlord shall indemnify, defend and hold harmless Tenant, its contractors, subcontractors, agents, and employees with respect to all loss, cost, risk, expense, or liability resulting from the acts of third parties allowed on the Premises with permission of Landlord, except to the extent that such loss, cost, risk, expense or liability is the result, in whole or in part, of the willful or negligent acts or omissions of Tenant, its contractors, subcontractors, agents, or employees.

3. Lease Term.

3.1. The Development Term of this Agreement shall commence on the Effective Date and shall run until the earlier of (i) two (2) years, or (ii) the Commercial Operation Date (defined below) (the "Development Term"), unless terminated earlier as permitted herein. Notwithstanding the foregoing, Tenant shall have option to extend the Development Term if required due to a Force Majeure Event, as long as Tenant is diligently pursuing the completion of the Solar Farm. For purposes of this Section, "Force Majeure Event" shall mean any cause not within the reasonable control of Tenant that precludes Tenant from carrying out, in whole or in part, its obligations under this Agreement, including, but not limited to, acts of God; hurricanes or tornados; fires; epidemics; landslides; earthquakes; floods; other natural catastrophes; strikes; lock-outs or other industrial disturbances; acts of public enemies; acts, failures to act or orders of any kind of any governmental authority acting in its regulatory or judicial capacity; insurrections; military action; war, whether or not it is declared; sabotage; riots; civil disturbances or explosions; provided that economic hardship of Tenant, general economic or energy market conditions, or acts, failures to act, or orders of any governmental authority related to 35-A M.R.S. § 3209-B, regulations promulgated thereunder, governmental charges or federal, state or local taxes shall not constitute a Force Majeure Event.

3.2. Provided that the Commercial Operation Date has occurred prior to the end, or has triggered the end, of the Development Term, and unless terminated earlier as permitted herein, the Initial Term of this Agreement shall commence on the Commercial Operation Date and shall run for twenty (20) years (the "Initial Term"), except that the Initial Term may be further extended by mutual written agreement of the Parties and approval by the legislative body for the Town of Lubec. The Development Term and the Initial Term are sometimes collectively referred to herein as the "Term". Tenant shall deliver written notice to Landlord identifying the Commercial Operation Date within thirty (30) days after the Commercial Operation Date occurs.

4. Rent.

4.1. Development Term Rent. During the Development Term, including any extension for Force Majeure Event, Tenant shall pay to Landlord a monthly fee in the amount of \_\_\_\_\_ (\$ \_\_\_\_\_) per month ("Development Term Rent").

4.2. Post Completion Rent. Beginning on the date on which the Tenant has completed installation of Solar Panels and all infrastructure required to deliver electric power to the electric grid and the local utility has granted interconnection and permission to operate the Solar Farm (the "Commercial Operation Date"), Tenant shall pay rent ("Operating Term Rent") to Landlord in arrears on the first day of each month following the Commercial Operation Date. The Operating Term Rent will be calculated and paid according to Landlord in the amounts set forth in Exhibit C, in twelve (12) equal monthly installments per year.

5. Representations, Warranties, and Covenants of Tenant. Tenant promises, represents, and warrants to Landlord as follows as of the Effective Date:

5.1. Compliance with Law. Tenant shall at all times comply in all material respects with all municipal, state, and, federal ordinances, rules, and statutes applicable to Tenant's Solar Energy Use.

5.2. Liens. Except those liens permitted under Section 11 hereof, Tenant shall keep the Property subject to this Agreement at all times free and clear of any liens and claims of liens for labor, services, supplies, equipment, or materials purchased by Tenant. Tenant agrees to remove any such lien or encumbrance for which it is responsible pursuant to this paragraph within ninety (90) days of notice to Tenant of the creation of any such lien or encumbrance.

5.3. Hazardous Substances. Tenant shall not use, store, dispose of, or release on the Property or cause to exist or be used, stored, disposed of, or released on the Property as a result of Tenant's Solar Energy Use, any substance which is defined as a "hazardous substance", "hazardous material", "toxic substance" or "solid waste" in any federal, state, or local law, statute, or ordinance (collectively, "Hazardous Substances"), except in material compliance with all applicable laws. Should any claim or action be brought against Tenant in connection with Tenant's operations with respect to any of the foregoing, Tenant shall immediately notify Landlord and shall indemnify Landlord from all costs associated with such claim or action.

5.4. Removal of Solar Farm.

5.4.1. Removal by Tenant. During the period (the “Removal Period”) commencing the last day of the Term and concluding on the earlier of: (a) the date on which the Solar Farm (excluding, for this purpose, the interconnection facilities that are not owned by the Tenant) is removed from the Property consistent with this provision, and (b) the date that is 180 days after the last day of the Term, Tenant will remove from the Property the Solar Farm, including any foundations, but excluding those interconnection facilities that are not owned by Tenant, and shall restore the Property to substantially the same condition that it was in prior to the construction of the Solar Farm. The provisions of this Agreement will continue in effect during the Removal Period, except that the only permitted use of the Property by Tenant will be the removal of the Solar Farm. Without limitation, Tenant will pay Landlord fifty percent (50%) of the then-applicable Operating Term Rent during the Removal Period, subject to proration based on the total number of days included in the Removal Period. During the Removal Period, Landlord grants Tenant access to the Property for permitted removal activities.

5.4.2. Removal by Landlord. If, as required pursuant to Section 5.4.1, Tenant fails to remove any of the Solar Farm, including those interconnection facilities owned by Tenant, by the last day of the Removal Period, then from and after the last day of the Removal Period, Landlord may remove the Solar Farm, including such interconnection facilities, from the Property and dispose of them in its sole discretion. In such event, Tenant will reimburse Landlord for all reasonable costs of removing the Solar Farm (including such interconnection facilities) as required by the Agreement, within thirty (30) days after receipt of an invoice from Landlord.

5.5. Permits and Laws. Tenant and its designees will at all times comply with all legal requirements applicable with respect to the activities of Tenant pursuant to this Agreement and will obtain all governmental approvals (“Governmental Approvals”) required with respect to the Solar Energy Use, all at the sole expense of Tenant. Tenant shall secure any required Governmental Approvals with respect to the Solar Energy Use of the Property by Tenant pursuant to this Agreement at its sole expense, including for the construction, interconnection, operation, maintenance, and removal of the Solar Farm at the Property and any easements; and Landlord shall provide commercially reasonable support to Tenant in connection with obtaining such Governmental Approvals. In order to ensure that there will be no interference with Landlord’s improvements on the Property existing as of the Effective Date, Tenant shall provide Landlord with a reasonable opportunity to review and approve the draft applications for any such Governmental Approvals prior to submission thereof for regulatory review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. Landlord shall have ten (10) business days from its receipt of any such draft application to provide notice to Tenant of its approval or objection to such application. Any such application shall be deemed approved if Landlord fails to provide notice to Tenant within such ten (10) business day period. Landlord shall be responsible for all costs associated with its review of such applications. Landlord will provide commercially reasonable cooperation to Tenant in connection with Tenant’s efforts to secure such Governmental Approvals, including, without limitation signing any required applications, but shall not be responsible for any costs thereof. Tenant will have the right to contest the validity or applicability to the Property or Solar Farm of any legal requirement now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity. Landlord will cooperate in every reasonable way in such contest, provided Tenant reimburses Landlord for its reasonable and actual out-of-pocket expenses, including reasonable

attorney's fees, directly incurred in connection with such cooperation, to the extent Tenant has approved such expense in advance. Any such contest or proceeding will be controlled and directed by Tenant, but Tenant will protect Landlord from the failure of Tenant to observe or comply during the contest with the contested legal requirement.

5.6. Buffering of Solar Farm. Where no natural buffering can be maintained on the perimeter of the Solar Farm so as to prevent the Solar Farm from being visible from Route 189 or the Atlantic Ocean, the Solar Farm shall be landscaped to provide a visual screen to prevent it from being visible from either Route 189 or the Atlantic Ocean. Because of varying site conditions, landscaping for the purposes of this section may include tree plantings, hedges, fencing, walling and combinations thereof. In no case shall any required plantings or vegetation be less than four (4) feet in height.

6. Representations, Warranties, and Covenants of Landlord.

6.1. Landlord's Authority. Landlord is the sole owner of the Property. Landlord represents and warrants to Tenant that Landlord and each person signing this Agreement on behalf of Landlord has the full and unrestricted power and authority to execute and deliver this Agreement and grant the interests herein granted.

6.2. Liens and Tenants. There are no liens, encumbrances, leases, mortgages, deeds of trust, fractured interests, mineral, or oil and gas rights, or other exceptions to Landlord's fee title ownership of the Property except as disclosed in a title report or other writing delivered to Tenant prior to the Effective Date. Landlord represents and warrants that there are no tenants on the Property. Landlord covenants and agrees that in the event that any entity or person(s) claims to hold any form of tenancy on the Property during the Term, Landlord shall notify Tenant in writing within ten (10) days of Landlord gaining knowledge of such tenancy, and Landlord shall protect Tenant's Solar Energy Use from disturbance by the tenant(s) and Landlord shall cause such tenant(s) to execute termination agreements within fifteen (15) days of such presentation by Tenant.

6.3. Condition of the Property. To the Landlord's knowledge, there are no physical conditions of the Property, nor any other material adverse facts or conditions relating to the Property or any portion thereof, that could delay, interfere with or impair Tenant's operations or the exercise of any of Tenant's other rights under this Agreement, or the financing of any solar energy project, or which could, with the passage of time, the giving of notice or both, have such an effect. Notwithstanding the foregoing representation, Tenant shall have the sole responsibility for determining the suitability of the Property for purposes of developing the Solar Farm, as contemplated by the provision of a Due Diligence Period as set forth in Section 2.5, and Landlord makes no representation or warranty with regard to the same.

6.4. No Interference. Tenant shall have the quiet use and enjoyment of the Property in accordance with the terms of this Agreement without any suit, trouble or interference of any kind by Landlord or any party claiming through Landlord. The Solar Energy Use granted to Tenant shall prohibit any obstruction by Landlord, or any party claiming through Landlord, of unfettered access to sunlight on the Property including the entire vertical airspace over the surface of the Property. Landlord may replace, rebuild or reconstruct any improvement in existence on the

Property on the Effective Date in the same or substantially the same form as such improvement existed on the Effective Date. In no event during the term of this Agreement shall Landlord construct, build, locate or allow others to construct, build or locate any solar panels or related equipment, or similar project on the Property or other property of the Landlord. Landlord will not sell, transfer, assign or encumber the Property or grant any license, lease, easement or other right with respect to the Property which could interfere with Tenant's Solar Energy Use. Landlord shall pay when due all property taxes and other similar amounts that may become due respecting the Property.

6.5. Enforcement of Setback Requirements. Landlord hereby consents to Tenant's location of Solar Panels and Related Equipment, and its other facilities, equipment, and roads permitted under Section 2 ("Improvements") at any location upon the Premises and any adjacent properties, including at or near the boundaries of the Premises, subject to Tenant's compliance with all applicable laws, rules or ordinances of any governmental agency. Furthermore, in the event that the location of any portion of any Improvement to be installed or constructed on the Premises or any adjacent properties along or near property lines is limited or restricted by any private agreements or restrictions or any laws, rules or ordinances of any governmental agency, Tenant shall be authorized to seek waivers or variances from such requirements from the appropriate governmental agency.

6.6. Hazardous Substances. Landlord shall not use, store, dispose of or release on the Property or cause to exist or be used, stored, disposed of or released on the Property any substance which is defined as Hazardous Substances, except in material compliance with all applicable laws applicable to the Property. Should any claim or action be brought against Landlord or in connection with the Property related to Hazardous Substances, and such claim or action directly results due to Tenant's act or omission, Tenant shall indemnify and hold harmless Landlord from any costs or expenses related to the same.

7. Repair and Maintenance Obligations.

7.1 Tenant Responsibility to Repair and Maintain. To the extent that, during the Term of this Agreement, there is any damage to the Property or any of Landlord's improvements on the Property caused by an act or omission of Tenant (a "Tenant Damage Item"), Tenant shall be solely responsible for the completion of such repairs to the Tenant Damage Item and shall pay the cost of the same. In addition, Tenant shall, at its sole cost and expense, maintain the Solar Farm in good condition and repair in accordance with good industry practice, ordinary wear and tear excepted. After the construction of the Solar Farm, Tenant will remove any construction debris and will restore the portions of the Property not occupied by the Solar Farm to substantially the same condition that such portions of the Property were in prior to the construction of the Solar Farm. The Solar Farm constructed, installed or placed on the Property by Tenant pursuant to this Agreement may be removed, replaced, repaired, relocated within the Property, or refurbished by Tenant at any time. Tenant will maintain the Premises, including mowing the grass and cutting back the vegetation on the Premises (and to the extent affecting the Solar Farm, the surrounding areas on the Property) at least twice per year. If Tenant fails to repair a Tenant Damage Item or maintain the Premises as required by this Section following reasonable notice and failure to cure, Landlord may perform

any required repair or maintenance in its sole discretion. In such event, Tenant will reimburse Landlord for all reasonable costs of such work within thirty (30) days after receipt of an invoice from Landlord. For the avoidance of doubt, Tenant bears the risk associated with the development, construction and operation of the asset and is solely responsible for the costs associated with these activities.

7.2 Landlord Responsibility to Repair and Maintain. Landlord shall remain responsible for the performance of, and shall timely perform, all repair and maintenance obligations on the Property outside of the area of the Premises on which the Solar Farm is located. Without limitation, throughout the Term and any Removal Period, Landlord shall be responsible for compliance with all legal requirements, Governmental Approvals, and other requirements of any governmental authority, including MEDEP, with respect to the Property and related improvements thereon as required under applicable law. Except as otherwise provided in Section 7.1, Landlord shall be responsible for the performance of all maintenance of the Property, and in no case shall Tenant be responsible for the performance of any such Landlord obligations.

8. Taxes and Mortgages. Tenant shall pay all real and/or personal property taxes assessed against Tenant's property related to the Solar Farm located on the Property during the Term and shall further be responsible for payment of any increase in the real estate taxes levied on the Property that is a direct result of the Solar Farm or its interconnection facilities, whether caused by a change in classification of the Property or otherwise.

9. Insurance. Tenant shall maintain throughout the Term of this Agreement a policy or policies of public liability insurance insuring against loss, cost or damage to persons or property occasioned by Tenant's Solar Energy Use and occupancy of the Property. Such policy or policies shall name Landlord as an additional insured and shall be at least in the amount of \$3,000,000.00 for each occurrence, \$1,000,000.00 for each person, and \$100,000.00 for personal property loss or damage. The Tenant shall maintain the Tenant's own insurance policy or policies insuring against loss or damage to personal property of the Tenant, including the Solar Farm. During the Term, Landlord shall maintain commercial general liability coverage in at least the amount of \$400,000, and will be increased from time to time, but only if required to meet the provisions of the Maine Tort Claims Act, as it may be amended.

10. Indemnity.

10.1. Each party (the "Indemnifying Party") agrees to indemnify, defend and hold harmless the other party and such other party's lenders, officers, employees and agents (the "Indemnified Party") against any and all losses, damages (excluding consequential damages), claims (including third-party claims), reasonable expenses and other liabilities, including, without limitation, reasonable attorneys' fees, costs, and expenses, resulting from or arising out of (i) any operations of the Indemnifying Party on the Property, (ii) any negligent act or negligent failure to act on the part of the Indemnifying Party or anyone else engaged in doing work for the Indemnifying Party on the Property, or (iii) any breach of this Agreement by the Indemnifying Party. This indemnification shall survive the termination of this Agreement. Landlord hereby waives any claims against Tenant for damage or injury suffered by Landlord or Landlord's agents arising as a result of any audible or electromagnetic noise, vibration, electrical

interference and radio frequency interference attributable to Tenant's operations on the Property or any other property; provided that nothing herein shall be deemed to release Tenant from its obligation to indemnify and hold harmless Landlord from third party claims under the first sentence of this Section. This indemnification shall not apply to losses, damages, claims, expenses and other liabilities caused by any negligent or deliberate act or omission on the part of the Indemnified Party.

10.2. Tenant assumes sole responsibility and liability to all persons related to the possession, occupancy, and use of the Premises by Tenant or its agents, invitees or subcontractors and will defend, indemnify, and hold Landlord harmless against all liability and claims of liability, including reasonable attorney's fees, for injury or damage to person or property caused by Tenant's use of the Premises, excluding claims of liability or damage to person or property to the extent due to Landlord or Landlord's use of the Property, or related to claims occurring prior to the Term of this Agreement. Without limiting the foregoing, and for the avoidance of doubt, Tenant shall indemnify Landlord for the cost to repair any Tenant Damage Item caused by the negligent or willful act or omission by Tenant, subject to the limitations set forth in Section 7.1.

10.3. The indemnification provisions of this Agreement are for the protection of Landlord and Tenant and the other persons entitled to indemnification under this Agreement, and shall not establish, of themselves, any liability to any other entity. Nothing in this Agreement is intended, or shall be construed, to constitute a waiver of any defense, immunity or limitation of liability that may be available to Landlord, its officers, agents and employees, pursuant to the Maine Tort Claims Act, 14 M.R.S. §§ 8101 *et seq.*, or as otherwise provided by law.

11. Tenant's Right to Encumber; Required Notices to Lenders.

11.1. Right to Encumber. Tenant may at any time assign as collateral security or grant a mortgage of Tenant's leasehold interest to any entity (herein, a "Lender") all or any part of Tenant's interest under this Agreement without the consent of Landlord for the purposes of financing the Solar Farm.

11.2. Covenants for Lenders' Benefit. Should Tenant assign any of its interest as provided in Section 11.1 above, Tenant and Landlord expressly agree between themselves and for the benefit of any Lender as follows:

11.2.1. They will not modify or cancel this Agreement without the prior written consent of the Lender, which consent shall not be unreasonably withheld, conditioned or delayed.

11.2.2. The Lender shall have the right to do any act or thing required to be performed by Tenant under this Agreement, and any such act or thing performed by a Lender shall be as effective to prevent a default under this Agreement and/or a forfeiture of any of Tenant's rights under this Agreement as if done by Tenant itself.

11.2.3. No default which requires the giving of notice to Tenant shall be effective unless a like notice is given to any Lender. If Landlord shall become entitled to terminate this Agreement due to an uncured default by Tenant, Landlord will not terminate this Agreement

unless it has first given written notice of such uncured default and of its intent to terminate this Agreement to each Lender and has given each Lender at least thirty (30) days to cure the default to prevent such termination of this Agreement. Furthermore, if within such thirty (30) day period a Lender notifies Landlord that it must foreclose on Tenant's interest or otherwise take possession of Tenant's interest under this Agreement in order to cure the default, Landlord shall not terminate this Agreement and shall permit such Lender a sufficient period of time as may be necessary for such Lender, with the exercise of due diligence, to foreclose or acquire Tenant's interest under this Agreement and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Tenant. Upon the sale or other transfer by any Lender of any interest in this Agreement and rights granted hereunder, such Lender shall have no further duties or obligations hereunder. Tenant shall be solely responsible for providing Landlord with a list of any Lenders that are entitled to notice under this provision.

11.2.4. In case of the termination of this Agreement as a result of any default or the bankruptcy, insolvency or appointment of a receiver in bankruptcy for Tenant, Landlord shall give prompt notice to any Lender. Landlord shall, upon written request of the first priority Lender, made within forty (40) days after notice to such Lender, enter into a new lease with such Lender, or its designee, within twenty (20) days after the receipt of such request. Such new lease shall be effective as of the date of the termination of this Agreement by reason of default by Tenant, upon the same terms, covenants, conditions and agreements as contained in this Agreement. Upon the execution of any such new lease, the Lender shall (i) pay Landlord any amounts which are due Landlord from Tenant, (ii) pay Landlord any and all amounts which would have been due under this Agreement (had this Agreement not been terminated) from the date of the termination of this Agreement to the date of the new lease, and (iii) agree in writing to perform or cause to be performed all of the other covenants and agreements set forth in this Agreement to be performed by Tenant to the extent that Tenant failed to perform the same prior to the execution and delivery of the new lease. Any payments required to be paid to Landlord under this Section 11.2.4 shall be with interest at the prevailing rate for unpaid municipal property taxes, unless waived by the Town Manager for good cause shown.

12. Defaults; Termination. Each of the following events shall constitute an event of default by the parties and, subject to Section 11.2 above, shall permit the non-defaulting party to terminate this Agreement and/or pursue all other appropriate remedies:

12.1. The failure or omission by either Party to pay amounts required to be paid hereunder when due, and such failure or omission has continued for thirty (30) days after written notice from the other Party;

12.2. Either Party's failure to observe or perform or cause to be observed or performed any other term, covenant, or agreement under this Agreement, and continuation of this failure for a period of ninety (90) days after written notice from the non-defaulting Party to the defaulting Party specifying the nature of such defaulting Party's failure shall constitute a default under this Agreement; provided that if the same cannot be cured within ninety (90) days, then within such additional time, if any, as is reasonably necessary to complete such cure, provided that the defaulting Party has commenced such cure within the initial ninety (90) day period and diligently pursues such cure to completion.

12.3. A Party files for protection or liquidation under the bankruptcy laws of the United States or any other jurisdiction or has an involuntary petition in bankruptcy or a request for the appointment of a receiver filed against it and such involuntary petition or request is not dismissed within sixty (60) days after filing.

12.4. Termination by Tenant.

12.4.1. Tenant may terminate this Agreement at any other time by giving Landlord at least ninety (90) days' advance written notice. If Tenant elects to terminate the Agreement for convenience under this section on or after the Commercial Operation Date for any reason, Tenant shall pay to Landlord an amount equal to the Operating Term Rent due for five (5) years, which shall be calculated based on the Operating Term Rent in effect on the date of such Termination (the "Termination Fee"). In the event that Tenant elects to terminate this Agreement with fewer than five (5) years left remaining in the Term, then Tenant shall pay to Landlord an amount equal to the Operating Term Rent due for the remainder of the Term as of the effective date of the early termination.

12.4.2. If Tenant is not satisfied in its sole discretion with the results of its due diligence review of the Property, then Tenant shall have the right to terminate this Agreement by providing Landlord with written notice (the "Due Diligence Termination Notice") on or prior to the Due Diligence Termination Date of Tenant's election to terminate this Agreement. The Due Diligence Termination Notice shall specify the date of termination of the Agreement (the "Termination Date"), which shall be no earlier than the date of receipt by Landlord of the Due Diligence Termination Notice and no later than the Due Diligence Termination Date. Upon receipt by Landlord of a Due Diligence Termination Notice on or prior to the Due Diligence Termination Date, this Agreement shall terminate as of the Termination Date.

12.5. Termination by Landlord. If Tenant fails to reach the Commercial Operation Date, as defined in Section 4.2 above, within two (2) years from the Effective Date, the Landlord at its sole option may terminate this Agreement and all of Tenant's rights hereunder upon sixty (60) days' written notice to Tenant, unless the Tenant can establish to the satisfaction of the Landlord that its failure to reach the Commercial Operation Date was due to a Force Majeure Event. If so established, this Agreement will continue in effect so long as the Tenant continues with its reasonable efforts to reach the Commercial Operation Date and reaches said date within a reasonable period of time thereafter, subject to Tenant's obligation to pay any applicable Development Term Rent as provided in Section 4.1.

12.6. Surrender of Property. On the termination of this Agreement, Tenant shall peaceably and quietly leave, surrender and return the Property to Landlord. Tenant agrees and hereby covenants to dismantle and remove all equipment, improvements, fixtures and other property owned or installed by Tenant or its affiliates on the Property (provided that all footings and foundations shall be removed to a depth of four (4) feet below the surface of the ground and covered with soil) within one hundred eighty (180) days from the date of termination, as further described in Section 5.4 above.

13. Condemnation. Should title or possession of all of the Property be taken in condemnation proceedings by a government agency or governmental body under the exercise of

the right of eminent domain, or should a partial taking render the remaining portion of the Property wholly unsuitable for Tenant's use, then Tenant shall have the right to terminate this Agreement upon the vesting of title or taking of possession. All payments made on account of any taking by eminent domain shall be made to Landlord, if the taking occurs before Tenant has commenced any construction on the Property, except that Tenant shall be entitled to any award made for the reasonable removal and relocation costs of any removable property that Tenant has the right to remove, and for the loss and damage to any such property that Tenant elects or is required not to remove. All payments made on account of any taking after Tenant has commenced construction on the Property shall be made to Landlord and Tenant, in accordance with their respective rights and damages. It is agreed that Tenant shall have the right to participate in any settlement proceedings.

14. Miscellaneous

14.1. Personal Property. Tenant's personal property, equipment, machinery, and fixtures comprising or used in conjunction with the Solar Farm, including without limitation the Solar Panels and Related Equipment shall be and remain the personal property of Tenant no matter if affixed to the ground, and shall be removable by Tenant at any time.

14.2. Further Assurances. Landlord and Tenant shall cooperate with one another and shall act in good faith to execute such additional instruments or such modifications to existing instruments as may be necessary to permit and construct the Solar Farm, including without limitation, reasonable amendments hereto as may be required by any Lender or required in connection with the transfer by Tenant of the rights granted under this Agreement. Landlord expressly agrees that it or any lender of Landlord holding a mortgage on the Property, will from time to time enter into reasonable nondisturbance agreements with any Lender which requires such an agreement stating that Landlord or Landlord's lender shall recognize the rights of the Lender and not disturb its possession of the Property so long as it is not in default of any of the provisions of this Agreement. Landlord agrees that within ten (10) days after receipt of a written request by Tenant it shall: (a) join in all grants for rights-of-way and easements for electric and other public utilities and facilities and any other electric power purpose including any power transmission line as Tenant shall deem necessary or desirable for its development and use of the Property; and (b) join with Tenant in requesting any and all zoning changes or other land use permits and/or approvals necessary for Tenant's development and Solar Energy Use of the Property as contemplated by this Agreement.

14.3. Assignment and Subletting. Tenant shall not sell, assign, encumber, transfer, or sublease any or all of its rights and interests under this Agreement without Landlord's written consent, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that the term of any such transfer or sublease shall not extend beyond the term of this Agreement and that any and all such transfers and subleases shall be expressly made subject to all of the terms, covenants and conditions of this Agreement. No such sale, assignment, transfer, or easement shall relieve Tenant of its obligations under this Agreement unless Tenant assigns its entire interest hereunder, in which event Tenant shall have no continuing liability. Notwithstanding the foregoing, Landlord's consent shall not be required for any assignment or sublet to an entity controlling, controlled by, in common control with Tenant, nor to any entity that succeeds to Tenant's interest in this Agreement by reason of merger, sale/acquisition

(whether by reason of the sale/acquisition of all or substantially all of the stock or assets), consolidation or reorganization provided, however, with respect to an assignment or a sublease of all or substantially all of the Premises, such successor entity shall have a net worth comparable to Tenant as of the date of such assignment and/or sublet or the date of execution of this Agreement, whichever is less; provided that Tenant shall provide Landlord with written notice of any assignment or sublet under this section within a reasonable time of such assignment or sublet.

14.4. Confidentiality; Communications. Except as contemplated in Section 14.5 or as required by law, the Parties agree to keep the terms and provisions of this Agreement confidential, provided that they may discuss it with those employees, contractors and advisors and current and potential lenders, investors and purchasers who have a need to know and who agree to maintain it as confidential. Neither Party shall issue a press release or otherwise publicly disclose this Agreement or the terms or provisions hereof, except (i) with the prior written consent of the other, which consent shall not be unreasonably withheld, (ii) if Tenant is required to make any public disclosure (such as to a regulatory authority) in connection with any aspect of its feasibility review, or (iii) if Landlord is required to disclose the Agreement pursuant to applicable law. For the avoidance of doubt, the parties acknowledge that Landlord is a municipal corporation subject to Maine's Freedom of Access Act, 1 M.R.S. §§ 401, *et seq.* ("FOAA"), and that this Agreement is a public record as defined in the FOAA.

14.5. Recording. This Agreement shall not be recorded by either party, but the parties shall execute and record a memorandum of lease in the form of Exhibit D attached hereto.

14.6. Estoppel Certificates. Each Party agrees that it shall, at any time during the Term of this Agreement within (10) days after a written request by the other Party, execute, acknowledge and deliver to the requesting Party a written statement certifying that this Agreement is unmodified and in full force and effect (or modified and stating the modifications), the dates on which the payments and any other charges have been paid, and that there are no defaults existing or that defaults exist and stating the nature of such defaults.

14.7. Attorneys' Fees. If any party brings any action or proceeding for the enforcement, protection, or establishment of any right or remedy under this Agreement or for the interpretation of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs in connection with such action of proceeding.

14.8. Notices. Any notices required hereunder shall be in writing and shall be personally delivered or sent by reputable overnight carrier to the parties' addresses set forth below and shall be deemed delivered the earlier of actual delivery or two (2) days from date of mailing.

If to Landlord:

Renée Gray, Town Administrator  
Town of Lubec  
40 School Street  
Lubec, ME 04652

If to Tenant:

14.9. General Provisions. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors and permitted assigns. It may be simultaneously executed in any number of counterparts, each of which when duly executed and delivered shall be an original; but such counterparts shall constitute but one and the same agreement, and the exchange of copies of this Agreement and of signature pages by email or facsimile transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. If any provision herein is found to be invalid or unenforceable, such finding shall not affect the validity or enforceability of any other provision hereof. The date of this Agreement shall be the date first written above. The words or words appearing at the commencement of the sections and subsections of this Agreement are included only as a guide to the contents thereof and are not to be considered as controlling, enlarging or restricting the language or meaning of those sections or subsections. This Agreement has been reviewed by both parties. No stricter construction or interpretation of the terms hereof shall be applied against either party as the drafter hereof. Landlord and Tenant represent and warrant to the other that each has the full right, power and authority to execute this Agreement and perform their respective obligations hereunder. For purposes of this Agreement, "notice" shall mean written notice delivered in accordance with this section. For purposes of this Agreement, "includes" and "including" means "without limitation"; and "or" includes "and". This Agreement shall be governed by the law of the State of Maine without giving effect to conflict of laws principles, and any disputes hereunder shall be resolved in any courts of competent jurisdiction located in Washington County, State of Maine.

14.10. Entire Agreement. This Agreement, together with its attached exhibits, contains the entire agreement between the Parties with respect to the subject matter hereof and any prior agreements, discussions or understandings (including any such agreements, discussions or understandings with any land agent of Tenant), written or oral, are superseded in their entirety by this Agreement and shall be void and of no further force or effect. No addition or modification of any term or provision of this Agreement shall be effective unless set forth in writing and signed by the authorized representatives of the Parties.

*[BALANCE OF PAGE IS LEFT INTENTIONALLY BLANK]*

**ATTACHMENT A**

The Parties have executed this instrument as of the date first written above.

**LANDLORD - INHABITANTS OF  
THE TOWN OF LUBEC**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its:

**TENANT - [PROJECT COMPANY LLC]**

By: \_\_\_\_\_

Name:

Its:

ACKNOWLEDGMENTS

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2021, then personally appeared the above named \_\_\_\_\_

\_\_\_\_\_

(name of officer)

\_\_\_\_\_, and acknowledged the foregoing  
(title of officer)

instrument to be his free act and deed in his said capacity and the free act and deed of said limited liability company.

Before me,

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021  
by \_\_\_\_\_ who personally  
appeared before me the undersigned notary public.

\_\_\_\_\_  
Notary Public

EXHIBIT A

Legal Description of Property

EXHIBIT B

Depiction of Premises

EXHIBIT C

Payment Schedule

<b>Year</b>	<b>Annual Rent</b>
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	
13.	
14.	
15.	
16.	
17.	
18.	
19.	
20.	

EXHIBIT D

Form of Memorandum of Lease

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

---

(Space above this line for Recorder's use only)

### MEMORANDUM OF LEASE AND EASEMENT AGREEMENT

THIS MEMORANDUM OF LEASE AND EASEMENT AGREEMENT is made and entered into as of \_\_\_\_\_ 2021 (this "Memorandum"), by and between \_\_\_\_\_ (the "Tenant"), and \_\_\_\_\_ (the "Landlord").

#### WHEREAS:

A. On the date hereof, Tenant and Landlord have entered into a Lease and Easement Agreement (the "Agreement") which by its terms grants to Tenant, its successors and assigns, a leasehold and easement interest in certain land, which is more particularly described on Exhibit B (the "Premises"), which is a portion of the land located in Washington County, Lubec, Maine, more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Property") for exclusive solar energy development and related rights, transmission lines and communication facilities, solar and weather monitoring and access on, over, under and across the Property.

B. The Development Term of this Agreement shall commence on the Effective Date and shall run until the Commercial Operation Date (defined in the Agreement) (the "Development Term"). Provided that the Commercial Operation Date has occurred prior to the end, or has triggered the end, of the Development Term, the Initial Term of this Agreement shall commence on the Commercial Operation Date and shall run for twenty (20) years (the "Initial Term"). The Development Term and the Initial Term are sometimes collectively referred to herein as the "Term".

C. The Parties desire to enter into this Memorandum which is to be recorded in order that third parties may have notice of the existence of the Agreement, of the leasehold and easement interests of Tenant in the Property, and related rights granted to Tenant in the Property as part of the Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Agreement to be paid and performed by Tenant, Landlord hereby leases the Property to Tenant and Tenant leases the Property from Landlord. Landlord further grants to Tenant those easements and related rights on, over, under and across the Property on the terms and conditions set forth in the Agreement. All of the terms, conditions, provisions and covenants of the

Agreement are hereby incorporated into this Memorandum by reference as though fully set forth herein, and the Agreement and this Memorandum shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum and the Agreement, the terms of the Agreement shall prevail.

The Parties have executed this Memorandum of Lease and Easement Agreement as of the date set forth above.

**LANDLORD – INHABITANTS OF  
THE TOWN OF LUBEC**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**TENANT - [PROJECT COMPANY LLC]**

By: \_\_\_\_\_  
Name:  
Its:

ACKNOWLEDGMENTS

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2021, then personally appeared the above named \_\_\_\_\_

\_\_\_\_\_

(name of officer)

\_\_\_\_\_, and acknowledged the foregoing  
(title of officer)

instrument to be his free act and deed in his said capacity and the free act and deed of said limited liability company.

Before me,

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2021  
by \_\_\_\_\_ who personally  
appeared before me the undersigned notary public.

\_\_\_\_\_  
Notary Public

MEMORANDUM OF LEASE

Exhibit A

Legal Description of Property

MEMORANDUM OF LEASE

Exhibit B

Description of the Premises